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 18, 2024, AT 6:30 PM**. Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

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

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

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

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 11:00 a.m. on Friday, November 15, 2024.

Susan M. McDaniel

Susan McDaniel, CMC - City Clerk

Sworn to and subscribed before me on this 15th day of November 2024.

My Commission Expires: __10-1-2026_____

TRACEY LYNN AUSTIN NOTARY # 14008829 EXP. 10/01/26 PUBLIC STATE OF OKLAHOMA

Tracey 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 18, 2024

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

2. Citizen Comments.

3. Council Communications.

a. Swearing in of new City Manager, James Crosby.
b. Presentation on upcoming CivicClerk updates.

4. Consent Docket:

a. Acceptance of the Minutes of the November 4, 2024, regular meeting.

b. Acceptance of the Claims List.

c. Acceptance of the Oklahoma Opioid Abatement Award Settlement.

d. Acknowledge receipt of the Chickasha Economic Development Council of Chickasha, Inc. Check Details for October 2024.

e. Acceptance of the Oklahoma Municipal Retirement Joinder and Ordinance 2024-06 required by the IRS.

f. Authorization to sell the property between the lot located at 114 Belmont to Alfredo and Diane Moreno (A tract of Land Containing 0.64 acres more or less being a former park in a part of the Holiday Village North Addition, in the City of Chickasha, Grady County, Oklahoma) and convey the property by Quit Claim Deed.

g. Acceptance of the Financials for October 2024.

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

6. Discussion and Consideration

a. Discussion, consideration and possible action to authorize the purchase of a 2025 Ford F250 Crew Cab with chassis (Item#1000009355) from Bill Knight Ford on State Contract #SW035 not to exceed $48,175.00 for the Animal Control Division of the Police Department.

b. Discussion, consideration, and possible action to authorize payment for completion of COC-2401 Lake Chickasha Dilapidated Dock Abatement in the amount of $49,500.00

c. Discussion, consideration and possible action to authorize the purchase of a Chevrolet Tahoe in the amount of $40,000.00 from the Mustang Police Department / City of Mustang.

d. Discussion, consideration and possible action to authorize the purchase of a 2023 Dodge Durango Pursuit PIU / AWD for the amount $39,075.00 from the Kansas Highway Patrol.

e. Discussion, consideration and possible action to award Bid RFP COC-2406 - 2024 City Council Chambers A/V Improvements to Conference Technologies, Inc. (CTI) for an amount not to exceed $62,405.98.

f. Discussion, consideration, and possible action to approve the purchase of fire and EMS reporting software from ESO for an amount not to exceed $27,583.00.

g. Public Hearing - to discuss and consider the preliminary plat Application for Replat Block 6, Country Manor Estates 2nd Addition for applicant Brannan Bordwine

h. Discussion, consideration and possible action to approve the preliminary plat application for Replat Block 6, Country Manor Estates 2nd Addition for applicant Brannan Bordwine

i. Discussion, consideration, and possible action to approve a non-exclusive cable television franchise agreement with Clarity Telecom, LLC doing business as Bluepeak pursuant to the Federal Telecommunications Act.

7. Motion to Adjourn.

CHICKASHA

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: City Clerk **Agenda Item No. 3.a.**

AGENDA ITEM: Swearing in of new City Manager, James Crosby.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

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

V. ATTACHMENTS:

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: City Clerk **Agenda Item No. 3.b.**

AGENDA ITEM: Presentation on upcoming CivicClerk updates.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

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

V. ATTACHMENTS:

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: City Clerk **Agenda Item No. 4.a.**

AGENDA ITEM: Acceptance of the Minutes of the November 4, 2024, regular 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 18, 2024	(From)		

V. ATTACHMENTS:

1. City 11-4-2024

November 4, 2024

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 4th day of November 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
Oscar Nelson
Kea Ginn
John Smith
Erica Alexander
Charlie Burruss
Brian Gerdes

ABSENT: Kelly Boyd

STAFF

PRESENT: Keith Johnson, City Manager
Rachel Berish, Asst. City Manager
Amanda Mullins, City Attorney
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
Edward Perez, Emergency Management Director
Darren Martin, Chief Building Inspector/Airport Manager
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:

Nelson – Present
Ginn - Present
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 noted that he had attended the "Operation Greenlight" ceremony today and it was a very nice program.

Mayor Grayson asked Emergency Management Director, Edward Perez, for an update on the recent storm siren issues.

ITEM 4. Consent Docket: ITEM 4a through ITEM 4d.

ITEM 4a. Acceptance of the Claims List.
ITEM 4b. Acceptance of the Minutes of the regular October 21, 2024 meeting; and the Minutes of the Special October 28, 2024 meeting.
ITEM 4c. 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.
ITEM 4d. Approve the Food for Fines program at the library.

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

Roll call vote:
Ayes:" Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes, and Grayson.

"Nays:"	None
"Abstain:"	None
Motion carried.	8-0

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

No Action Taken

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

ITEM6a. **Discussion, consideration, and possible action to award COC-2405 – 2024 Mowing parcel 3 to Phillip Willis.**

*Motion by Council Member Nelson and second by Council Member Smith to award COC-2405 – 2024 Mowing parcel 3 to Phillip Willis.

Roll call vote:

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

ITEM 6b. **Discussion, consideration, and possible action to authorize the purchase of a new 2025 Ram 5500 Ambulance through Emergency Vehicles Sales and Service of Oklahoma to be reimbursed by the 522 EMS District in an amount not to exceed $385,469.00.**

*Motion by Council Member Hebblethwaite and second by Council Member Alexander to authorize the purchase of a new 2025 Ram 5500 Ambulance through Emergency Vehicles Sales and Service of Oklahoma to be reimbursed by the 522 EMS District in an amount not to exceed $385,469.00.

Roll call vote:

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

ITEM 6c. **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 $53,900.00.**

*Motion by Council Member Burruss and second by Council Member Gerdes to award Bid RFP CPC-2407 – Splash Pad Rehabilitation Phase One – to RJR Enterprises Inc. in an amount not to exceed $53,900.00.

Roll call vote:

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

ITEM 6d. 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.

*Motion by Council Member Hebblethwaite and second by Council Member Alexander to award Bid RFP COC-2408 Swimming Pool rehabilitation to Sunbelt Pools in an amount not to exceed $460,025.00.

** Amended Motion by Council Member Hebblethwaite and second by Council Member Alexander to award Bid RFP COC-2408 Swimming Pool rehabilitation – Alternative Bid #5 to Sunbelt Pools in an amount not to exceed $452,025.00.

Roll call vote:

"Ayes:"	Ginn, Hebblethwaite, Smith, Alexander, Gerdes, Nelson and Grayson.
"Nays:"	None.
"Abstain:"	Burruss
Motion passed.	7-0-1

ITEM 6e. Discussion, consideration, and possible action to approve Surface Use Agreement and Water Agreement with Continental Resources, Inc.

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to approve Surface Use Agreement and Water Agreement with Continental Resources, Inc.

** Amended Motion by Council Member Hebblethwaite and second by Council Member Ginn to approve Surface Use Agreement and Water Agreement with Continental Resources, Inc. and to include required frac water usage and cost.

Council Member Burruss left his seat at 6:56 p.m. prior to the vote being taken.

Roll call vote:

"Ayes:"	Ginn, Hebblethwaite, Smith, Alexander, Gerdes, Nelson and Grayson.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	7-0

ITEM 6f. Discussion, consideration, and possible action to Change Order No. 1 for CAA-2303 – Construct 2 Box Hangars for an increase of $11,841.50.

Council Member Burruss returns his seat at 6:57 p.m.

*Motion by Council Member Alexander and second by Council Member Smith to approve Change Order No. 1 for CAA-2303 – Construct 2 Box Hangars for an increase of $11,841.50.

Roll call vote:

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

ITEM 6g. 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.

*Motion by Council Member Smith and second by Council Member Nelson to approve Pay Request No. 6 – Final – in the amount of $92,843.23 – Construct 2-Box Hangars project to W. L. McNatt.

Roll call vote:

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

EXECUTIVE SESSION:

ITEM 7a. 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 307(B)(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.

ITEM 7b. 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 307(B)(1) (Possible approval of an employment agreement to hire James Crosby as City Manager).

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

Roll call vote:

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

Entered into Executive Session at 6:58 p.m.

Reconvened open session at 7:25 p.m.

Roll Call:

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

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

*Motion by Council Member Burruss and second by Council Member Gerdes to approve the Collective Bargaining Agreement between the City and FOP Lodge No. 129 for the fiscal years 2024-2026.

Roll call vote:

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

**Motion by Council Member Smith and second by Council Member Alexander to approve employment contract with James Crosby for the position of City Manager.

Roll call vote:

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

ITEM 8.

ITEM 8 Adjournment:

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

Meeting adjourned.

TIME: 7:26 p.m.

_____
Zachary Grayson, Mayor

ATTEST:

_____
Susan M. McDaniel, City Clerk

Approved this 18th day of November 2024.

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Finance

Agenda Item No. 4.b.

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 18, 2024	(From)		

V. ATTACHMENTS:

1. AP Council Report - 11.18.24_Redacted
2. 04-October 2024 Payroll Distribution-PAGE 1
3. 04-October 2024 Payroll Distribution-PAGE 2

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	CITY OF CHICKASHA	FINES/FEES OCT 24	4,581.96
			TOTAL:	4,581.96
ADMINISTRATION	GENERAL FUND	EXPRESS STAR	PUB 2025 PUBLIC MEETING	243.75
		AT&T MOBILITY	ACCT: 287309221664	335.90
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	157.50
		ACTION FIRE PROTECTION LLC	MAINTENANCE ON SPRINKLER	381.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	468.46
		TRANSFER ACCOUNT	FICA	547.82
			MEDICARE	128.11
		FASTENAL COMPANY	CLEANING SUPPLIES	149.96
			TOTAL:	2,412.50
FIRE ADMINISTRATION	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	747.67
		AT&T MOBILITY	ACCT: 287309221664	70.10
			ACCT: 287290294564	813.01
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	347.68
			MISC ACCTS SEE DETAIL	1,454.53
			MISC ACCTS SEE DETAIL LIST	844.53
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	2,066.70
			SERVICE FIRE EXTINGUISHER	1,296.55
		OTA PIKEPASS	OCTOBER STATEMENT	124.60
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	1,056.95
		TRANSFER ACCOUNT	FICA	63.34
			MEDICARE	113.61
			TOTAL:	8,999.27
POLICE ADMINISTRATION	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	726.28
		GRADY COUNTY LAW ENFORCEMENT CENTER	MONTHLY INVOICE	50.00
		CHICKASHA CHAMBER OF COMMERCE	WOMENS LUNCHEON	60.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	609.73
			MISC ACCTS SEE DETAIL	1,340.62
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	1,116.80
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	567.69
		SUMMIT UTILITIES	MISC ACCOUNTS SEE DETAIL L	98.83
		TRANSFER ACCOUNT	FICA	744.60
			MEDICARE	174.14
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS SEE DETAIL LIST	14.80
			MISC ACCOUNTS SEE DETAIL	18.79
			TOTAL:	5,522.28
EMERGENCY MANAGEMENT	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	238.71
		TRANSFER ACCOUNT	FICA	162.90
			MEDICARE	38.10
			TOTAL:	439.71
CEMETERY SERVICES	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR	2,269.06
			CONTRACT LABOR	2,094.76
		AT&T MOBILITY	ACCT: 287309221664	46.81
		ONIN HOLDINGS INC	CONTRACT LABOR	1,830.30
		SMALL ENGINE SERVICE	CHAIN SAW BLADES	348.42
			STARTER COVER/REWIND	120.65
		TRANSFER ACCOUNT	FICA	217.04
			MEDICARE	50.76
			TOTAL:	6,977.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
HUMAN RESOURCES	GENERAL FUND	CHICKASHA CHAMBER OF COMMERCE	WOMENS LUNCHEON	20.00
		ALABASTER ADVISORS LLC	PHASE 2 LEADERSHIP	2,950.00
		TRANSFER ACCOUNT	FICA	287.20
			MEDICARE	67.17
		MOTIONWORKS PHYSICAL THERAPY	DRUG SCREENS	130.00
			TOTAL:	3,454.37
LIBRARY	GENERAL FUND	CHICKASHA CHAMBER OF COMMERCE	WOMENS LUNCHEON	20.00
		AT&T MOBILITY	ACCT: 287309221664	46.81
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	1,421.19
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	566.35
		TRANSFER ACCOUNT	FICA	643.50
			MEDICARE	150.49
		INGRAM BOOK SERVICE	BOOK ORDER	2,891.89
			TOTAL:	5,740.23
STREET & STORM DRAINAG	GENERAL FUND	HERC RENTALS CHICKASHA	RAMMER JUMPING JACK	415.00
			COMPACT TRACK LOADER	2,359.13
			CONCRETE MIXER	104.00
		FUELMAN	OCT 24 STATEMENTS	182.15
		EXPRESS SERVICES INC	CONTRACT LABOR	826.05
			CONTRACT LABOR	981.28
		MARSHALL AUTO PARTS	PARTS & SUPPLIES	79.00
		PETROLEUM TRADERS CORPORATION	FUEL	6,111.51
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	1,350.15
			MISC ACCTS SEE DETAIL	80.28
			MISC ACCTS SEE DETAIL LIST	22.11
		EDWARDS ENTERPRISES RENTAL	PORTABLE RESTROOM	125.00
		J&A TRAFFIC PRODUCTS	REFELECTIVE TRAFFIC CONES	6,840.00
		ONIN HOLDINGS INC	CONTRACT LABOR	4,301.39
		GENESIS CONCRETE CO	CONCRETE	1,570.00
		OTA PIKEPASS	OCTOBER STATEMENT	17.25
		TRANSFER ACCOUNT	FICA	705.31
			MEDICARE	164.96
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS SEE DETAIL LIST	168.42
			MISC ACCT SEE DETAILS	176.37
		LINE-X TRUCK ACCESSORIES OF CHICKASHA	LIGHTS, ALARM, RUNNING BO	1,440.00
			TOTAL:	28,019.36
FLEET MAINTENANCE	GENERAL FUND	PETROLEUM TRADERS CORPORATION	FUEL	301.29
		TRANSFER ACCOUNT	FICA	167.91
			MEDICARE	39.27
			TOTAL:	508.47
ACCOUNTING SERVICES	GENERAL FUND	AT&T MOBILITY	ACCT: 287309221664	140.43
		TRANSFER ACCOUNT	FICA	595.80
			MEDICARE	139.33
			TOTAL:	875.56
COMM DEVEL/PLANNING SE	GENERAL FUND	CHICKASHA CHAMBER OF COMMERCE	WOMENS LUNCHEON	40.00
		AT&T MOBILITY	ACCT: 287309221664	225.55
		OTA PIKEPASS	OCTOBER STATEMENT	3.10
		TRANSFER ACCOUNT	FICA	419.85
			MEDICARE	98.19
			TOTAL:	786.69

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
GENERAL GOVERNMENT	GENERAL FUND	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	COUNCIL CHAMBER	562.50
		CHAFFIN, MICHAEL R.	NOV 24 JUDGE PAYMENT	1,800.00
		FUELMAN	OCT 24 STATEMENTS	945.13
		STANDLEY SYSTEMS	IT CONTRACT NOV 2024	3,575.00
		AMANDA MULLINS, PLLC	VAR LEGAL MATTERS-OCT 24	3,020.00
		ASCENTIS CORPORATION	TIMECLOCK SERVICES	1,459.85
		CANADIAN VALLEY TECH CNT	SAFETY TRAINING	150.00
			TOTAL:	11,512.48
BUILDING SERVICES	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	368.09
		CORNERSTONE CONSULTING FIRM	CONTRACT REVIEW	2,381.16
		TRANSFER ACCOUNT	FICA	362.58
			MEDICARE	84.80
		OKLAHOMA FLOODPLAIN MANAG	OFMA MEMBERSHIP	100.00
			TOTAL:	3,296.63
FIRE OPERATIONS	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	826.31
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	6,966.22
		TRANSFER ACCOUNT	MEDICARE	923.98
			TOTAL:	8,716.51
PATROL SERVICES	GENERAL FUND	AT&T	ACCT: 125548331	114.76
		FUELMAN	OCT 24 STATEMENTS	3,907.83
		AT&T MOBILITY	ACCT: 287309221664	89.85
			ACCT: 287309221664	140.43
		MOORE, ELIP L	BACKGROUND INVESTIGA	1,500.00
		OTA PIKEPASS	OCTOBER STATEMENT	66.60
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	5,125.19
		TRANSFER ACCOUNT	FICA	2,842.64
			MEDICARE	664.78
		PRO AUTO CARE	REPAIRS UNIT #1812	1,222.50
			TOTAL:	15,674.58
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	735.03
		TRANSFER ACCOUNT	FICA	386.84
			MEDICARE	90.47
			TOTAL:	1,212.34
ANIMAL CONTROL	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	192.57
		VERDEN VET	CONTRACT VET SERVICE	1,100.00
		AT&T MOBILITY	ACCT: 287309221664	46.81
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	240.25
		TRANSFER ACCOUNT	FICA	206.63
			MEDICARE	48.33
		GONZALEZ PEST CONTROL	PD ANIMAL CONTROL	50.00
			TOTAL:	1,884.59
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA	107.68
			MEDICARE	25.18
			TOTAL:	132.86
DISPATCH SERVICES	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	844.53
		TRANSFER ACCOUNT	FICA	756.75
			MEDICARE	176.99
			TOTAL:	1,778.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
CODE COMPLIANCE	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	273.77
		CHICKASHA CHAMBER OF COMMERCE	WOMENS LUNCHEON	40.00
		GREEN, JESSICA	PARKING AT AACE CONF	40.00
		BURTON, KAT	PARKING AT AACE CONF	30.00
		DANIELLE CHARLES	PARKING AT AACE CONF	30.00
		TRANSFER ACCOUNT	FICA	216.40
			MEDICARE	50.61
			TOTAL:	680.78
PARK MAINTENANCE	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	226.14
		VERIZON WIRELESS	ACCT# 642099969-0001	80.02
		AT&T MOBILITY	ACCT: 287299321017	1,463.86
			ACCT: 287309221664	225.68
		PETROLEUM TRADERS CORPORATION	FUEL	6,192.88
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ACCT: 957-700-779-3-1	10.56
			MISC ACCTS SEE DETAIL LIST	1,499.28
			MISC ACCTS SEE DETAIL	237.95
			MISC ACCTS SEE DETAIL LIST	237.38
			MISC ACCTS SEE DETAIL LIST	78.11
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	117.00
			SERVICE FIRE EXTINGUISHER	220.50
			SERVICE FIRE EXTINGUISHER	32.50
			SERVICE FIRE EXTINGUISHER	45.00
		SUMMIT UTILITIES	MISC ACCOUNTS SEE DETAIL L	55.14
		TRANSFER ACCOUNT	FICA	787.01
			MEDICARE	184.06
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS SEE DETAIL LIST	89.11
			MISC ACCT SEE DETAILS	170.66
			TOTAL:	11,952.84
SPORTS COMPLEX	GENERAL FUND	FUELMAN	OCT 24 STATEMENTS	329.87
		EXPRESS SERVICES INC	CONTRACT LABOR EX. 10/30	2,341.00
		AT&T MOBILITY	ACCT: 287309221664	46.81
		HILLARY COMMUNICATIONS LLC	SPORTS COMPL;EX WEB	124.33
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	4,577.53
		PLAY BY DESIGN, INC	PLAYGROUND EQUIPMENT	253.00
		ONIN HOLDINGS INC	CONTRACT LABOR ONIN 10/25	977.62
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	138.95
		OTA PIKEPASS	OCTOBER STATEMENT	3.70
		TRANSFER ACCOUNT	FICA	111.17
			MEDICARE	26.00
			TOTAL:	8,929.98
SHANNON SPRINGS (FOL)	GENERAL FUND	EXPRESS SERVICES INC	CONTRACT LABOR EX. 10/30	4,248.61
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	412.73
			MISC ACCTS SEE DETAIL LIST	59.15
		ONIN HOLDINGS INC	CONTRACT LABOR 11/1 ONIN	1,471.92
			CONTRACT LABOR 11/8 ONIN	1,512.85
			TOTAL:	7,705.26
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	FUELMAN	OCT 24 STATEMENTS	4,997.27
		T-MOBILE USA INC	FIRE DEPT INTERNET	218.05
		OTA PIKEPASS	OCTOBER STATEMENT	78.54
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	7,007.18
		TRANSFER ACCOUNT	MEDICARE	1,003.07
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EEC OPTION D	311.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FIR/FAM OPTION D	626.85
			TOTAL:	14,242.16
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	WING T'S	EMPLOYEE SHIRTS	1,002.00
		INTERURBAN	BREAKFAST	644.50
		CHICKASHA CHAMBER OF COMMERCE	WOMENS LUNCHEON	20.00
		ECONOMIC DEVELOPMENT COUN	EDC MONTHLY CONTRACT	33,750.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	148.68
		ENVIRONMENTAL MANAGEMENT INC	HAZARDOUS WAST MATERIAL	16,025.25
		TRANSFER ACCOUNT	FICA	165.39
			MEDICARE	38.68
		WASTE CONNECTIONS OF OKLAHOMA INC	BULK CLEAN UP\	10,321.72
			TOTAL:	62,116.22
EMERGENCY 911	E-911 FUND	OPTIMUM	POLICE DEPT INTERNET	639.82
		AT&T	ACCT: 4100728394589	200.00
		AT&T MOBILITY	ACCT:287343002989	93.62
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	20.03
			MISC ACCTS SEE DETAIL LIST	27.27
		AT&T	ACCT: 40510300170628	322.16
			TOTAL:	1,302.90
NON-DEPARTMENTAL	FIRE/EMS TRAINING	CITY OF CHICKASHA	FIRE/EMS TRAINING	0.12
			TOTAL:	0.12
UTILITY BILLING	CHICKASHA MUNICIPA	US PAYMENTS LLC	PAYSITE FEE #1145	195.00
		DATAPROSE	UB PRINTING 10.1-10.31.24	5,143.10
		TRANSFER ACCOUNT	FICA	294.80
			MEDICARE	68.94
			TOTAL:	5,701.84
CMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	AMERICAN WATERWORKS SUPPLY, INC	WATERLINE PARTS	2,440.46
		OKLAHOMA CONTRACTORS SUPP	PARTS FOR WATER LINE REPA	2,478.00
		LUCKINBILL CONSTRUCTION CO. LLC	16" WATER LINE REPAIR	5,909.00
		UTILITY TECHNOLOGY SERVICES	PARTS TO FIX WATER LINES	3,910.00
			TOTAL:	14,737.46
CMA GENERAL	CHICKASHA MUNICIPA	CITY OF CHICKASHA	OPERATIONAL TRANSFER	416,666.67
			TOTAL:	416,666.67
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	PETROLEUM TRADERS CORPORATION	FUEL	791.70
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	1,088.70
		OTA PIKEPASS	OCTOBER STATEMENT	153.10
		BRANDTS ACE HARDWARE	PADLOCKS KEYED ALIKE	203.88
		TRANSFER ACCOUNT	FICA	401.63
			MEDICARE	93.93
		FASTENAL COMPANY	JANITORIAL SUPPLIES	283.65
			TOTAL:	3,016.59
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	89.04
			MEDICARE	20.82
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS SEE DETAIL LIST	15.07
			MISC ACCT SEE DETAILS	15.07
		WASTE CONNECTIONS OF OKLAHOMA INC	CITY WASTE SERVICE	206,319.49
			TOTAL:	206,459.49

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
WATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	ACCT # 950-294-770-0-7	408.17
			953-394-770-0-2	1,883.29
			ACCT# 953-399-813-0-0	9,141.98
			MISC ACCTS SEE DETAIL LIST	132.39
			MISC ACCTS SEE DETAIL	62.86
			MISC ACCTS SEE DETAIL LIST	152.63
			TOTAL:	11,781.32
WASTEWATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	WT PANT OPS NOV 24	110,164.08
			WWT PLANT OPS NOV 1 24	65,966.31
		HUGHESNET	SME33359	113.83
		PUBLIC SERVICE COMPANY OF OKLAHOMA	951-890-770-0-1	3,168.76
			MISC ACCTS SEE DETAIL LIST	259.12
			MISC ACCTS SEE DETAIL	545.29
			MISC ACCTS SEE DETAIL LIST	242.82
			TOTAL:	180,460.21
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	FUELMAN	OCT 24 STATEMENTS	478.36
		CHICKASHA INDUSTRIAL & WE	WELDING SUPPLIES	3.90
			WELDING SUPPLIES	69.94
			WELDING SUPPLIES	6.75
		AT&T MOBILITY	ACCT: 287309221664	650.32
		PETROLEUM TRADERS CORPORATION	FUEL	3,881.55
		ONIN HOLDINGS INC	CONTRACT LABOR	994.27
		AQUACORE RENTAL COMPANY LLC	10 X 8 PRIME PUMP	388.88
		JOE COOPER CDJR OF SHAWNEE LLC	DODGE 4500	71,140.00
			DODGE 4500	72,794.00
		BARNES, KEITH	REIMBURSMENT	165.00
		OTA PIKEPASS	OCTOBER STATEMENT	7.60
		O'REILLY AUTO PARTS	JULY PARTS & SUPPLIES	17.61
			JULY PARTS & SUPPLIES	55.10
			JULY PARTS & SUPPLIES	7.14
			JULY PARTS & SUPPLIES	212.62
		TRANSFER ACCOUNT	FICA	1,014.69
			MEDICARE	237.29
		UNIFIRST HOLDINGS, L.P.	MISC ACCT SEE DETAILS	176.98
			TOTAL:	152,302.00
LAKE CHICKASHA	CHICKASHA MUNICIPA	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	ENGINEERING POOL/SPLASH P	412.50
		SLEMP WELDING DOZER AND EXCAVATION LLC	DILAPIDATED DOCK ABATEMEN	49,500.00
		TRANSFER ACCOUNT	FICA	2.16
			MEDICARE	0.51
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS SEE DETAIL LIST	178.73
			TOTAL:	50,093.90
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	HUGHESNET	SME3335	129.63
		PETROLEUM TRADERS CORPORATION	FUEL	367.27
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL LIST	1,575.03
		SUMMIT UTILITIES	MISC ACCOUNTS SEE DETAIL L	59.10
		TRANSFER ACCOUNT	FICA	99.32
			MEDICARE	23.23
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS SEE DETAIL LIST	10.56
			MISC ACCT SEE DETAILS	20.60
			TOTAL:	2,284.74
AIRPORT	AIRPORT	FUELMAN	OCT 24 STATEMENTS	156.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY	ACCT: 287309221664	93.62
		ASAP ENERGY, INC	AIRPORT FUEL PURCHASES	21,026.31
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MISC ACCTS SEE DETAIL	1,386.56
		K & M SAFETY SOLUTIONS LLC	SERVICE FIRE EXTINGUISHER	3,698.25
		W.L, MCNATT & COMPANY	2 BOX HANGARS	81,002.00
			CHANGE ORDER BOX HANGAR	11,841.50
		OKC TENTS AND MOORE	STAGE	1,058.75
		HEFFS FISH & Q	EVENT	1,300.00
		TRANSFER ACCOUNT	FICA	204.88
			MEDICARE	47.91
		OMAG	AIRPORT LIABILITY POLICY	15,399.00
		WILLIAM MARVIN JOHNSON LLC	AWOS MAINTENANCE 10.15.24	300.00
		UNIFIRST HOLDINGS, L.P.	MISC ACCTS SEE DETAIL LIST	35.17
			MISC ACCOUNTS SEE DETAIL	51.67
			TOTAL:	137,602.54
CAPITAL PROJECTS	CAPITAL PROJECTS F	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	Ada Sipuel at UP Railroad	1,147.50
			COLORADO SANITARY SEWER M	697.50
			WATERLINE REPAIR	1,950.00
			WATER TREATMENT PLANT PRO	1,950.00
			TOTAL:	5,745.00
STREET & ALLEY	STREET AND ALLEY F	SIGNAL SYSTEM MANAGEMENT INC	NOV 2024 MNGMGTY OF CENTRA	2,500.00
			TOTAL:	2,500.00
POLICE BOND	POLICE BOND FUND	CITY OF CHICKASHA	POLICE TRAINING FUND	209.12
		CLEET	OCT24 EDU & TRAINING	259.31
		OSBI	OCT24 AFIS FEES	259.31
			OCT24 FORENSIC FEES	248.33
			TOTAL:	976.07
COMBINED INSURANCE	COMBINED INSURANCE	OMAG	ENDORSEMENT-NEW EQUIPT	67.00
			TOTAL:	67.00
COMPENSATED ABSENCES	COMPENSATED ABSENC	TRANSFER ACCOUNT	FICA	763.91
			MEDICARE	178.66
			TOTAL:	942.57
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	TRANSWORLD SYSTEMS INC obh AIR FORCE E	3623769-EDGVI	141.66
		[redacted]	[redacted]	116.90
		[redacted]	[redacted]	475.17
		[redacted]	[redacted]	424.49
		[redacted]	[redacted]	87.02
			[redacted]	87.01
			[redacted]	167.97
			[redacted]	103.76
			[redacted]	266.57
			[redacted]	180.00
			[redacted]	151.75
			[redacted]	100.00
			[redacted]	175.78
			[redacted]	77.51
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	9,662.36
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	3,955.63
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	468.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TRANSFER ACCOUNT	ENTITY 0037102001	6,846.00
			FEDERAL WITHHOLDING	30,816.39
			FEDERAL WITHHOLDING	2,152.32
			STATE INCOME TAX	11,900.00
			STATE INCOME TAX	546.00
			FICA	12,604.88
			FICA	763.91
			MEDICARE	4,973.71
			MEDICARE	178.66
		TEXAS CHILD SUPPORT SDU	00127396311304622	221.08
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EEC OPTION D	77.80
			FIR/FAM OPTION D	69.65
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	1,857.47
			TOTAL:	89,823.92

========== FUND TOTALS ==========		
11	GENERAL FUND	141,795.32
23	EMERGENCY MED SERV FUND	14,242.16
25	CHICKASHA INDUST AUTH	62,116.22
27	E-911 FUND	1,302.90
28	FIRE/EMS TRAINING FUND	0.12
31	CHICKASHA MUNICIPAL AUTH	1,043,504.22
39	AIRPORT	137,602.54
52	CAPITAL PROJECTS FUND	5,745.00
54	STREET AND ALLEY FUND	2,500.00
64	POLICE BOND FUND	976.07
71	COMBINED INSURANCE	67.00
72	COMPENSATED ABSENCES FUND	942.57
99	AP/PAYROLL CASH FUND	89,823.92
	GRAND TOTAL:	1,500,618.04

TOTAL PAGES: 8

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 11/06/2024 THRU 11/19/2024

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 11.18.24
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Payroll for the Month of October 2024

Payroll Ending Date		9/27/2024			9/27/2024 (Allen)			10/11/2024			
Payroll Check Date		10/3/2024			10/3/2024			10/17/2024			
Department		Gross	Employer Expense	Total	Gross	Employer Expense	Total	Gross	Employer Expense	Total	Total
GENERAL											
ADMINISTRATION	01	12,373.02	3,003.23	15,376.25	-	-	-	12,363.36	3,001.61	15,364.97	30,741.22
(MARKETING/CIVIC RELATIONS)	01	(2,769.66)	(651.91)	(3,421.57)	-	-	-	(2,760.00)	(650.29)	(3,410.29)	(6,831.86)
FIRE ADMINISTRATION	02	8,672.10	2,861.09	11,533.19	-	-	-	8,653.46	2,857.97	11,511.43	23,044.62
POLICE ADMINISTRATION	03	12,643.79	3,726.11	16,369.90	-	-	-	12,841.03	3,759.03	16,600.06	32,969.96
EMERGENCY MANAGEMENT	04	2,627.40	440.02	3,067.42	-	-	-	2,627.40	440.02	3,067.42	6,134.84
CEMETERY SERVICES	06	3,532.11	776.56	4,308.67	-	-	-	3,357.90	747.48	4,105.38	8,414.05
HUMAN RESOURCES	07	4,819.38	1,164.37	5,983.75	-	-	-	4,801.01	1,161.31	5,962.32	11,946.07
LIBRARY	08	10,625.11	2,901.21	13,526.32	-	-	-	10,758.04	2,923.39	13,681.43	27,207.75
STREETS	09	12,305.91	3,500.49	15,806.40	-	-	-	12,690.49	3,564.69	16,255.18	32,061.58
FLEET MAINTENANCE	10	2,676.69	980.99	3,657.68	-	-	-	2,835.12	1,007.42	3,842.54	7,500.22
ACCOUNTING SERVICES	14	10,184.62	2,242.13	12,426.75	-	-	-	10,502.02	2,295.10	12,797.12	25,223.87
COMM DEVEL/PLANNING SER	16	6,930.07	1,562.00	8,492.07	-	-	-	7,093.53	1,589.27	8,682.80	17,174.87
BUILDING SERVICES	18	6,097.16	1,556.53	7,653.69	-	-	-	6,144.07	1,564.36	7,708.43	15,362.12
CODE COMPLIANCE	46	3,478.39	927.70	4,406.09	-	-	-	4,072.08	1,026.80	5,098.88	9,504.97
FIRE OPERATIONS	21	58,358.24	17,881.34	76,239.58	-	-	-	66,363.52	18,064.64	84,428.16	160,667.74
PATROL SERVICES	41	50,732.28	15,275.83	66,008.11	-	-	-	49,524.42	16,080.69	65,605.11	131,613.22
INVESTIGATION SERVICES	42	7,106.70	2,376.65	9,483.35	-	-	-	7,031.22	2,370.87	9,402.09	18,885.44
ANIMAL CONTROL	43	5,818.48	2,134.91	7,953.39	-	-	-	3,564.85	1,129.23	4,694.08	12,647.47
MUNICIPAL COURT	44	2,020.25	780.54	2,800.79	-	-	-	2,165.40	804.76	2,970.16	5,770.95
DISPATCH SERVICES	45	11,070.25	3,370.81	14,441.06	-	-	-	11,831.68	3,460.41	15,292.09	29,733.15
PARK MAINTENANCE	51	11,619.41	3,157.31	14,776.72	-	-	-	11,031.78	3,059.24	14,091.02	28,867.74
SPORTS COMPLEX	52	2,059.57	522.46	2,582.03	-	-	-	1,762.32	472.84	2,235.16	4,817.19
subtotal		242,981.27	70,490.37	313,471.64	-	-	-	249,254.70	70,730.84	319,985.54	633,457.18
EMS	02	68,737.51	17,103.18	85,840.69	3,051.36	969.02	4,020.38	66,739.71	17,036.53	83,776.24	173,637.31
CMA											
UTILITY BILLING	31	5,184.82	1,223.27	6,408.09	-	-	-	5,190.53	1,224.23	6,414.76	12,822.85
PUBLIC WORKS ADM	32	7,136.77	2,431.51	9,568.28	-	-	-	8,087.95	2,590.26	10,678.21	20,246.49
SANITATION	33	1,545.50	710.87	2,256.37	-	-	-	1,529.20	708.15	2,237.35	4,493.72
LINE MAINTENANCE	36	17,020.43	6,434.58	23,455.01	-	-	-	19,349.14	6,823.22	26,172.36	49,627.37
LAKE CHICKASHA	37	963.28	73.69	1,036.97	-	-	-	661.46	50.60	712.06	1,749.03
BUILDING MAINTENANCE	38	1,703.96	471.88	2,175.84	-	-	-	1,719.06	474.39	2,193.45	4,369.29
subtotal		33,554.76	11,345.80	44,900.56	-	-	-	36,537.34	11,870.85	48,408.19	93,308.75
AIRPORT	39	2,920.00	490.31	3,410.31	-	-	-	3,138.40	526.76	3,665.16	7,075.47
MARKETING/CIVIC RELATIONS	25	2,769.66	651.91	3,421.57	-	-	-	2,760.00	650.29	3,410.29	6,831.86
COMPENSATED ABSENCES		-	-	-	-	-	-	-	-	-	-
Total Payroll		350,963.20	100,081.57	451,044.77	3,051.36	969.02	4,020.38	358,430.15	100,815.27	459,245.42	914,310.57

Payroll Ending Date		10/11/2024 (Allen)			10/25/2024			10/25/2024 (Premium Catch Up)				
Payroll Check Date		10/17/2024			10/31/2024			10/31/2024				
Department		Gross	Employer Expense	Total	Gross	Employer Expense	Total	Gross	Employer Expense	Total	Total	Totals
GENERAL												
ADMINISTRATION	01	-	-	-	12,388.55	1,953.08	14,341.63	-	-	-	14,341.63	45,082.85
(MARKETING/CIVIC RELATIONS)	01	-	-	-	(2,785.19)	(213.07)	(2,998.26)	-	-	-	(2,998.26)	(9,830.12)
FIRE ADMINISTRATION	02	-	-	-	8,665.44	1,352.65	10,018.09	-	-	-	10,018.09	33,062.71
POLICE ADMINISTRATION	03	-	-	-	12,764.65	2,303.34	15,067.99	-	-	-	15,067.99	48,037.95
EMERGENCY MANAGEMENT	04	-	-	-	2,627.40	438.52	3,065.92	-	-	-	3,065.92	9,200.76
CEMETERY SERVICES	06	-	-	-	3,330.81	555.91	3,886.72	-	-	-	3,886.72	12,300.77
HUMAN RESOURCES	07	-	-	-	4,788.58	781.13	5,569.71	-	-	-	5,569.71	17,515.78
LIBRARY	08	-	-	-	10,532.15	1,739.75	12,271.90	-	-	-	12,271.90	39,479.65
STREETS	09	-	-	-	13,040.43	2,176.46	15,216.89	-	-	-	15,216.89	47,278.47
FLEET MAINTENANCE	10	-	-	-	1,467.90	244.99	1,712.89	1,382.19	614.49	1,996.68	3,709.57	11,209.79
ACCOUNTING SERVICES	14	-	-	-	10,234.20	1,690.01	11,924.21	-	-	-	11,924.21	37,148.08
COMM DEVEL/PLANNING SER	16	-	-	-	6,939.41	1,140.11	8,079.52	-	-	-	8,079.52	25,254.39
BUILDING SERVICES	18	-	-	-	6,203.20	1,035.32	7,238.52	-	-	-	7,238.52	22,600.64
CODE COMPLIANCE	46	-	-	-	3,843.98	641.57	4,485.55	-	-	-	4,485.55	13,990.52
FIRE OPERATIONS	21	-	-	-	69,139.19	8,329.70	77,468.89	-	-	-	77,468.89	238,136.63
PATROL SERVICES	41	-	-	-	41,723.68	7,570.11	49,293.79	8,068.85	2,418.83	10,487.68	59,781.47	191,394.69
INVESTIGATION SERVICES	42	-	-	-	7,207.98	1,334.64	8,542.62	-	-	-	8,542.62	27,428.06
ANIMAL CONTROL	43	-	-	-	3,933.32	656.46	4,589.78	-	-	-	4,589.78	17,237.25
MUNICIPAL COURT	44	-	-	-	1,865.50	311.35	2,176.85	-	-	-	2,176.85	7,947.80
DISPATCH SERVICES	45	-	-	-	13,798.20	2,206.30	16,004.50	-	-	-	16,004.50	45,737.65
PARK MAINTENANCE	51	-	-	-	11,025.99	1,840.23	12,866.22	-	-	-	12,866.22	41,733.96
SPORTS COMPLEX	52	-	-	-	2,549.49	425.51	2,975.00	-	-	-	2,975.00	7,792.19
subtotal		-	-	-	245,284.86	38,514.07	283,798.93	9,451.04	3,033.32	12,484.36	296,283.29	929,740.47
EMS	02	2,588.04	962.31	3,550.35	70,524.60	8,208.61	78,733.21	-	-	-	82,283.56	255,920.87
CMA												
UTILITY BILLING	31	-	-	-	6,163.95	1,028.76	7,192.71	-	-	-	7,192.71	20,015.56
PUBLIC WORKS ADM	32	-	-	-	7,687.31	1,283.03	8,970.34	-	-	-	8,970.34	29,216.83
SANITATION	33	-	-	-	1,525.68	254.63	1,780.31	-	-	-	1,780.31	6,274.03
LINE MAINTENANCE	36	-	-	-	19,008.26	3,172.47	22,180.73	-	-	-	22,180.73	71,808.10
LAKE CHICKASHA	37	-	-	-	236.01	18.05	254.06	-	-	-	254.06	2,003.09
BUILDING MAINTENANCE	38	-	-	-	1,682.01	280.72	1,962.73	-	-	-	1,962.73	6,332.02
subtotal		-	-	-	36,303.22	6,037.66	42,340.88	-	-	-	42,340.88	135,649.63
AIRPORT	39	-	-	-	3,064.00	511.39	3,575.39	-	-	-	3,575.39	10,650.86
MARKETING/CIVIC RELATIONS	25	-	-	-	2,785.19	213.07	2,998.26	-	-	-	2,998.26	9,830.12
COMPENSATED ABSENCES		-	-	-	-	-	-	-	-	-	-	-
Total Payroll		2,588.04	962.31	3,550.35	357,961.87	53,484.80	411,446.67	9,451.04	3,033.32	12,484.36	427,481.38	1,341,791.95

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Police Department **Agenda Item No. 4.c.**

AGENDA ITEM: Acceptance of the Oklahoma Opioid Abatement Award Settlement.

I. BACKGROUND/DESCRIPTION:

In 2022, the State of Oklahoma entered into a settlement agreement to resolve Opioid-related claims. Funding is now available through the Oklahoma Attorney General's Office and is being sent to the City soon. Funds are to be used in a variety of manners, but strictly for Opioid related matters of education, planning, prevention, etc. Funds to be delivered initially are $40,502.68. Applicable uses have already been discussed with the Attorney General's Office and have been verbally approved. Conversations with finance have already taken place for proper accounting.

II. RECOMMENDED ACTION:

Approve the acceptance of the Opioid Settlement Award.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: **Goebel Music** **Chief of Police**	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: **11.18.2024**	(From)		

V. ATTACHMENTS:

1. Settlement Agreement

Agreement with Non-Litigating Political Subdivision

This Agreement (the "Agreement") is entered this 19th day of August 2024 by City of Chickasha ("Recipient") and the State of Oklahoma, by and through the Office of Attorney General ("OAG") and the Oklahoma Opioid Abatement Board (collectively the "State").

WHEREAS, the State entered into a settlement agreement dated June 24, 2022, with McKesson Corporation, Cardinal Health, Inc., and Cencora, Inc. (f/k/a AmerisourceBergen Corporation) (the "Settling Distributors") to resolve opioid-related claims against the Settling Distributors. The settlement agreement is hereinafter defined as the "Distributors Settlement Agreement" and is hereby fully incorporated into this Agreement. See Appendix A.

WHEREAS, under the Distributors Settlement Agreement, the Settling Distributors have paid and will continue to make annual payments to the State for Opioid Remediation purposes as defined in Exhibit E of the Distributor Global Settlement Agreement. See Appendix B.

WHEREAS Annual Payments under the Distributors Settlement Agreement were transferred to the Opioid Lawsuit Settlement Fund and were appropriated by the Legislature. Of that amount, $5,869,727.23 is owed to political subdivisions that were not part of the litigation that resulted in the Distributors Settlement Agreement ("Non-Litigating Political Subdivisions" or "NLPS") for annual payments in years 1, 2, 3, 4 and a partial payment for year 7 due to a prepayment made by Cardinal and Cencora. The amount to be paid under this Agreement is reflected in Appendix C.

WHEREAS, Recipient executed a release of claims and agreed to participate in the Distributors Settlement Agreement.

WHEREAS, the State possesses the necessary and adequate funds to satisfy the

payment under this Agreement.

NOW, THEREFORE, in consideration of Recipient's receipt of Funds, Recipient agrees as follows:

1. The Recipient has been provided with, is aware of and has reviewed the Distributors Settlement Agreement and the Act.

2. The Recipient acknowledges, understands, and is bound by all terms in this Agreement, the Settlement Agreement, and the Act. If there is a conflict between the terms of the Agreement, the Settlement Agreement, and the Act, the Settlement Agreement controls.

3. Funds awarded pursuant to the Settlement must be expended for "Opioid Remediation" as defined in the Global Distributor Settlement Agreement and in accordance with "List of Remediation Uses" in Exhibit E of the Global Distributor Settlement Agreement.

4. Recipient also agrees to expend any settlement funds received from the State consistent with the approved purposes defined in the Political Subdivisions Opioid Abatement Grants Act, 74 O.S. §§ 30.3–30.8.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set forth below.

X_____
[Recipient]

Amie Ely

X Amie Ely (Oct 21, 2024 09:36 CDT)
First Assistant Attorney General, Oklahoma Office of Attorney General

DISTRIBUTORS OKLAHOMA SETTLEMENT AGREEMENT

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Exhibit A Primary Subdivisions A-1

Exhibit B Agreed List of Litigating Subdivisions B-1

Exhibit C Oklahoma Payment Schedule C-1

Exhibit D ABC IRS Form 1098-F D-1

Exhibit E Cardinal Health IRS Form 1098-F E-1

Exhibit F McKesson IRS Form 1098-F F-1

Exhibit G Subdivision Settlement Participation Form G-1

Exhibit H Consent Judgment and Stipulation of Dismissal with Prejudice H-1

Exhibit I Distributor Global Settlement Agreement I-1

DISTRIBUTORS OKLAHOMA SETTLEMENT AGREEMENT

I. Overview

This Distributors Oklahoma Settlement Agreement (the "*Agreement*") sets forth the terms and conditions of a settlement agreement between and among the State of Oklahoma, McKesson Corporation ("*McKesson*"), Cardinal Health, Inc. ("*Cardinal*") and AmerisourceBergen Corporation ("*Amerisource*") (collectively, the "*Agreement Parties*") to resolve opioid-related Claims against McKesson, Cardinal, and/or Amerisource (collectively, the "*Settling Distributors*").

By entering into this Agreement and except as otherwise provided for in this Agreement, the State of Oklahoma and its Participating Subdivisions agree to be bound by all terms and conditions of Exhibit I.[1] The Settling Distributors agree to treat the State of Oklahoma for all purposes as if it were a Settling State under Exhibit I and its Participating Subdivisions for all purposes as if they were Participating Subdivisions under Exhibit I, except as specifically otherwise set forth in this Agreement. Unless stated otherwise in this Agreement, the terms of this Agreement are intended to be consistent with the terms of Exhibit I and shall be construed accordingly. Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall be defined as they are in Exhibit I.

The Settling Distributors have agreed to the below terms for the sole purpose of settlement, and nothing herein, including in any exhibit to this Agreement, may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, or any misfeasance, nonfeasance, or malfeasance, all of which the Settling Distributors expressly deny. No part of this Agreement, including its statements and commitments, and its exhibits, shall constitute or be used as evidence of any liability, fault, or wrongdoing by the Settling Distributors. Unless the contrary is expressly stated, this Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.

II. Conditions to Effectiveness of Agreement

A. *Exhibit I Conditions to Effectiveness.*

1. The Agreement Parties acknowledge that certain deadlines set forth in Section VIII of Exhibit I passed before the execution of this Agreement. For that reason, (a) Settling Distributors agree to treat the State of Oklahoma as satisfying the deadlines set forth in Section VIII of Exhibit I provided that the State of Oklahoma satisfies its obligations set

[1] Exhibit I was last updated on May 27, 2022. Further updates to Exhibit I shall be deemed incorporated into this Agreement as appropriate and consistent with the terms of this agreement, and shall supersede all earlier versions of the updated provisions where appropriate.

forth in this Section II, and (b) the State of Oklahoma agrees to treat Settling Distributors as having satisfied all notice obligations under Section VIII.B of Exhibit I as to the State of Oklahoma.

2. The State of Oklahoma shall deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors by September 30, 2022. This Section II.A.2 supersedes the deadline for delivering those signatures and releases set forth in Section VIII.A.1 of Exhibit I.

B. *Participation by Subdivisions.* This Agreement shall become effective upon one of the following conditions being satisfied:

1. One hundred percent (100%) of Litigating Subdivisions and Non-Litigating Primary Subdivisions in the State of Oklahoma must become Participating Subdivisions by September 23, 2022. For the avoidance of doubt, all Subdivisions in the State of Oklahoma that are General Purpose Governments with a population greater than 10,000 must become Participating Subdivisions by such date.

2. If the condition set forth in Section II.B.1 is not met, the Settling Distributors shall have sole discretion to accept the terms of this Agreement, which shall become effective upon notice provided by the Settling Distributors to the State of Oklahoma. If the condition set forth by Section II.B.1 is not met and Settling Distributors do not exercise discretion to accept this Agreement, this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Dismissal of Claims.* Provided that the conditions in Sections II.B have been satisfied, the State of Oklahoma shall file the Consent Judgment described in Section I.N of Exhibit I and attached hereto as Exhibit H ("*Oklahoma Consent Judgment*") with the District Court of Bryan County, State of Oklahoma ("*Oklahoma Court*") on or before November 1, 2022. This Section II.C supersedes the deadline for filing a Consent Judgment set forth in Section VIII.B of Exhibit I. In the event that the Court declines to enter the Oklahoma Consent Judgment, each Settling Distributor shall be entitled to terminate the Agreement as to itself and shall be excused from all obligations under the Agreement, and if a Settling Distributor terminates the Agreement as to itself, all releases and other commitments or obligations contained herein with respect to that Settling Distributor will be null and void. The date of the entry of the Oklahoma Consent Judgment shall be the effective date of this Agreement ("*Oklahoma Effective Date*").

III. Participation by Subdivisions

A. *Notice.* The Office of the State of Oklahoma Attorney General shall send individual notice of the opportunity to participate in this Agreement and the requirements for participation to all Subdivisions eligible to participate who have not returned an executed Subdivision Settlement Participation Form within fifteen (15) days of the execution of this Agreement. The Office of the State of Oklahoma Attorney General may also provide general notice reasonably calculated to alert Subdivisions, including publication and other standard forms of notification. Nothing contained herein shall preclude the State of Oklahoma from providing further notice to, or from contacting any of its Subdivision(s) about, becoming a Participating Subdivision.

B. *Trigger Date for Later Litigating Subdivisions.* Notwithstanding Sections I.EE and I.GGGG of Exhibit I, as to the State of Oklahoma, Settling Distributors and the State of Oklahoma agree to treat the Trigger Date for Primary Subdivisions as September 23, 2022 and the Trigger Date for all other Subdivisions as June 24, 2022.

C. *Initial and Later Participating Subdivisions.* Notwithstanding Sections I.BB, I.CC, I.FF, VII.D and VII.E of Exhibit I, any Participating Subdivision in Oklahoma that meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C of Exhibit I on or before September 23, 2022 shall be considered an Initial Participating Subdivision. Participating Subdivisions that are not Initial Participating Subdivisions but meet the applicable requirements for becoming Participating Subdivisions set forth in Section VII.B or Section VII.C of Exhibit I after September 23, 2022 shall be considered Later Participating Subdivisions.

D. *Subdivision Settlement Participation Forms.* Each Subdivision Settlement Participation Form submitted by a Participating Subdivision from the State of Oklahoma shall be materially identical to Exhibit G to this Agreement. Nothing in Exhibit G is intended to modify in any way either the terms of this Agreement or the terms of Exhibit I, both of which the State of Oklahoma and Participating Subdivisions agree to be bound. To the extent that any Subdivision Settlement Participation Form submitted by any Participating Subdivision is worded differently from Exhibit G to this Agreement, or interpreted differently from Exhibit I and this Agreement in any respect, the Exhibit I and this Agreement control.

IV. Settlement Payments

A. *Schedule.* Annual Payments under this Agreement shall be calculated as if the State of Oklahoma were a Settling State under Exhibit I and shall be made pursuant to the terms of Section IV of Exhibit I except that, as to the State of Oklahoma, the Payment Date for Payment Year 1 shall be December 1, 2022 and the Payment Date for Payment Year 2 shall be December 1, 2022. For the avoidance of doubt, the sole component of the State of Oklahoma's Annual Payment is the portion of the Net Abatement Amount allocated to the State of Oklahoma under Exhibit I ("*Oklahoma Abatement Amount*"). The maximum possible Oklahoma Abatement Amount is $293,740,207.19, which, if all incentives are met, would be paid consistent with the schedule set forth on Exhibit C.

B. *Use of Payment.* The Oklahoma Abatement Amount paid under this Agreement shall be used as provided for in Section V.B. of Exhibit I. In addition, at least eighty-five percent (85%) of the total amount paid under this Agreement, including amounts paid under Section IV.A and amounts paid under Section V, shall be used for Opioid Remediation. Nothing herein shall affect the allocation of the Oklahoma Abatement Amount payments between the State and its Participating Subdivisions, which shall be governed by a separate State-Subdivision Agreement.

C. *Nature of Payment.* The State of Oklahoma and its Participating Subdivisions agree that payments made to the State of Oklahoma and its Participating Subdivisions under this Agreement are properly characterized as described in Section V.F of Exhibit I.

V. Plaintiffs' Attorneys' Fees and Costs

A. *Interaction with Exhibit I.* Notwithstanding any contrary provision in Exhibit I, payments to cover attorneys' fees and costs under this Agreement shall be made pursuant to this Section V.

B. *State Fees and Costs.* Settling Distributors shall pay the $6,609,154.66 Fixed Amount for the State of Oklahoma on the schedule set forth in Exhibit C; *provided, however,* that the Payment Dates for Payment Years 1 and 2 shall be December 1, 2022.

C. *Participating Litigating Subdivisions' Attorneys' Fees and Costs.* $7,654,253.00 is the estimated share of the Contingency Fee Fund amount described in Section II.D of Exhibit R of the Global Settlement allocable to Litigating Subdivisions in the State of Oklahoma (the "Estimated Oklahoma Contingency Fee Allocation"). This reflects the Global Settlement Contingency Fee Fund model's current estimate for the allocation to Oklahoma's Litigating Subdivisions in the Global Settlement Contingency Fee Fund. The actual amount may be greater or less. Within fourteen (14) days of the execution of this Agreement, the Distributors will take such action(s) necessary to obtain permission from the Fee Panel (including through extension of time for the date of application) for counsel for Oklahoma's Litigating Subdivisions to apply to the Contingency Fee Fund of the Global Settlement. Thereafter, attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who meet the criteria set forth in Section II.G of Exhibit R of the Global Settlement may apply for the Contingency Fee Fund as set forth in Exhibit R of the Global Settlement. Nothing in Exhibit R of the Global Settlement Agreement shall be interpreted to preclude the Litigating Subdivisions from recovering fees and costs under a separate State Back-Stop Agreement with the State of Oklahoma.

VI. Release

A. *Scope.* As of the Oklahoma Effective Date, Section XI of Exhibit I is fully binding on, and effective with respect to, all Releasors under this Agreement. Accordingly, as of the Oklahoma Effective Date, the Released Entities are hereby released and forever discharged from all Released Claims of Releasors, including the State of Oklahoma and its Participating Subdivisions.

VII. Miscellaneous

A. *No Admission.* The Settling Distributors do not admit liability, fault, or wrongdoing. Neither this Agreement nor the Oklahoma Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors. It is the understanding and intent of the Agreement Parties that no portion of the Agreement shall be entered into evidence in any other action against the Settling Distributors, among other reasons, because it is not relevant to such action. For the avoidance of any doubt, nothing herein shall prohibit a Settling Distributor from entering this Agreement into evidence in any litigation or arbitration concerning a Settling Distributor's right to coverage under an insurance contract.

B. *Tax Cooperation and Reporting.* The State of Oklahoma and its Participating Subdivisions will be bound by Section V.F and Section XIV.F of Exhibit I, except (1) as set forth in the final sentence of this Section VII.B and (2) that the State of Oklahoma shall be its own Designated State and shall designate its own "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B). The IRS Forms 1098-F to be filed with respect to this Agreement are attached as Exhibit D, Exhibit E, and Exhibit F. The State of Oklahoma and its Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section XIV.F.4 of Exhibit I with respect to this Agreement, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor's portion of the aggregate amount of payments paid or incurred by the Settling Distributors hereunder as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, each Settling Distributor's portion of the amount equal to the aggregate amount of payments paid or incurred by the Settling Distributors hereunder less the Compensatory Restitution Amount as the "Amount to be paid for violation or potential violation" in Box 2 of IRS Form 1098-F and each Settling Distributor's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, as reflected in Exhibit D, Exhibit E, and Exhibit F.

C. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not the State of Oklahoma or a Released Entity. The State of Oklahoma may not assign or otherwise convey any right to enforce any provision of this Agreement.

D. *Cooperation.* Each Agreement Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Agreement Parties and Participating Subdivisions to cause this Agreement to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Agreement Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or the Oklahoma Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Oklahoma Consent Judgment.

E. *Enforcement.* All disputes between Settling Distributors and the State of Oklahoma and/or the Participating Subdivisions in the State of Oklahoma shall be handled as specified in Section VI of Exhibit I, including the referral of relevant disputes to the National Arbitration Panel.

F. *No Violations of Applicable Law.* Nothing in this Agreement shall be construed to authorize or require any action by Settling Distributors in violation of applicable federal, state, or other laws.

G. *Modification.* This Agreement may be modified by a written agreement of the Agreement Parties. For purposes of modifying this Agreement or the Oklahoma Consent Judgment, Settling Distributors may contact the Oklahoma Attorney General for purposes of coordinating this process. The dates and deadlines in this Agreement may be extended by written agreement of the Agreement Parties, which consent shall not be unreasonably withheld.

H. *No Waiver.* Any failure by any Agreement Party to insist upon the strict performance by any other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

I. *Entire Agreement.* This Agreement, including all Exhibits, represents the full and complete terms of the settlement entered into by the Agreement Parties, except as provided herein. In any action undertaken by the Agreement Parties, no prior versions of this Agreement and no prior versions of any of its terms may be introduced for any purpose whatsoever.

J. *Counterparts.* This Agreement may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

K. *Notice.* All notices or other communications under this Agreement shall be provided to the following via email and overnight delivery to:

Copy to AmerisourceBergen Corporation's attorneys at:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 8th Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Elaine Golin
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

Copy to McKesson Corporation's attorneys at:
Thomas J. Perrelli
Jenner & Block LLP
1099 New York Avenue, NW, Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Copy to the State of Oklahoma at:
Dawn Cash
Office of Oklahoma Attorney General
313 NE 21st Street
Oklahoma City, OK 73105
dawn.cash@oag.ok.gov

Michael Burrage

VII

Whitten Burrage LLC
512 N. Broadway Avenue, Suite 300
Oklahoma City, OK 73102
mburrage@whittenburragelaw.com

Brad Beckworth
Nix Patterson LLP
8701 Bee Cave Road
Building I, Suite 500
Austin, TX 78746
bbeckworth@nixlaw.com

[Signatures begin on next page.]

Authorized and agreed to by:

Dated: 6-24-22

STATE OF OKLAHOMA

By: _____

JOHN M. O'CONNOR
ATTORNEY GENERAL

EXHIBIT E

List of Opioid Remediation Uses

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").[14]

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("*MAT*") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

[14] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B
Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUD/MH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:[15]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

[15] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");

    2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;

    5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

    6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("*NAS*"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;

2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("*ADAM*") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

Appendix C

Award Amount

Years 1 & 2:	**$17,301.16**
Year 3:	**$8,650.58**
Year 4:	**$8,650.58**
Year 7:	**$5,900.36**
Total:	**$40,502.68**

NLPS Settlement Agreement - Chickasha

Final Audit Report 2024-10-21

Created:	2024-10-21
By:	Jill Nichols (jill.nichols@oag.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4R-I9v4CS5dUmQP-LObHn5Jg8AuJMsrO

"NLPS Settlement Agreement - Chickasha" History

Document created by Jill Nichols (jill.nichols@oag.ok.gov)
2024-10-21 - 1:19:57 PM GMT

Document emailed to Amie Ely (Amie.Ely@oag.ok.gov) for signature
2024-10-21 - 1:20:06 PM GMT

Email viewed by Amie Ely (Amie.Ely@oag.ok.gov)
2024-10-21 - 2:36:09 PM GMT

Document e-signed by Amie Ely (Amie.Ely@oag.ok.gov)
Signature Date: 2024-10-21 - 2:36:39 PM GMT - Time Source: server

Agreement completed.
2024-10-21 - 2:36:39 PM GMT

Adobe Acrobat Sign

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: City Clerk **Agenda Item No. 4.d.**

AGENDA ITEM: Acknowledge receipt of the Chickasha Economic Development Council of Chickasha, Inc. Check Details for October 2024.

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 18, 2024	(From)		

V. ATTACHMENTS:

1. OCTOBER 2024

9:35 AM
11/04/24

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check		10/04/2024	IRS		101 · Economic De...	
					202.1 · FICA/FWH P...	-2,360.35
TOTAL						-2,360.35
Check		10/08/2024	Oklahoma Tax Co...		101 · Economic De...	
					202.2 · State W/H P...	-382.00
TOTAL						-382.00
Check		10/18/2024	IRS		101 · Economic De...	
					202.1 · FICA/FWH P...	-2,193.42
TOTAL						-2,193.42
Check		10/22/2024	Oklahoma Tax Co...		101 · Economic De...	
					202.2 · State W/H P...	-354.00
TOTAL						-354.00
Check		10/31/2024	Cheryl Critchfield		101 · Economic De...	
					201 · Payroll	
TOTAL						
Check		10/31/2024		Service Charge	101 · Economic De...	
				Service Charge	607 · Bank Service ...	-40.72
TOTAL						-40.72
Check	ACH	10/15/2024	Jim Cowan		101 · Economic De...	
					201 · Payroll 672 · Telephone/DSL	
TOTAL						

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	ACH	10/15/2024	Matthew T Brooks, ...		101 · Economic De...	
					201 · Payroll	
TOTAL						
Check	ACH	10/15/2024	Cheryl Critchfield		101 · Economic De...	
					201 · Payroll	
TOTAL						
Check	ACH	10/31/2024	Jim Cowan		101 · Economic De...	
					201 · Payroll	
TOTAL						
Check	ACH	10/31/2024	Matthew T Brooks, ...		101 · Economic De...	
					201 · Payroll	
TOTAL						
Check	o-086	10/01/2024	Blue Cross & Blue ...	277770 0000975470 Cowan, Critchfield, Brooks	101 · Economic De...	
				277770 0000975470 Cowan, Critchfield, Brooks	660 · Payroll Expens...	-2,839.50
TOTAL						-2,839.50
Check	o-087	10/01/2024	Angel, Johnston & ...	Inv 52810	101 · Economic De...	
				Inv 52810	641 · Accounting Fees	-350.00
TOTAL						-350.00
Check	o-088	10/01/2024	Delta Dental of Okl...	0016706-0001 Inv 2035886 Cowan, Critchfield, Bro...	101 · Economic De...	
				0016706-0001 Inv 2035886 Cowan, Critchfield, Brooks	660 · Payroll Expens...	-156.00
TOTAL						-156.00

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	**o-089**	**10/01/2024**	**Intellego Media, LLC**	**Inv 0434 Commercial**	**101 · Economic De...**	
				Inv 0434 Commercial	675 · Tourism Expe...	-3,000.00
TOTAL						-3,000.00
Check	**o-090**	**10/01/2024**	**Mollman Outdoor**	**Inv 28787 28801 28816**	**101 · Economic De...**	
				Inv 28787 28801 28816	601 · Advertising/Ma...	-1,295.00
TOTAL						-1,295.00
Check	**o-091**	**10/01/2024**	**VSP Vision Care**	**30099313 821308206 Cowan Critchfield Brooks**	**101 · Economic De...**	
				30099313 821308206 Cowan Critchfield Brooks	660 · Payroll Expens...	-44.91
TOTAL						-44.91
Check	**o-092**	**10/01/2024**	**Edward Jones Fina...**	**September contributions Brooks, Critchfield**	**101 · Economic De...**	
				September contributions Brooks, Critchfield	212 · Simple IRA	-458.70
TOTAL						-458.70
Check	**o-093**	**10/01/2024**	**OH18 LLC**	**Inv 3617**	**101 · Economic De...**	
				Inv 3617	601 · Advertising/Ma...	-850.00
TOTAL						-850.00
Check	**o-094**	**10/01/2024**	**Day Holdings LP**	**Small Business startup grant Mystic Midnight**	**101 · Economic De...**	
				Small Business startup grant Mystic Midnight	676 · Small Bus. Sta...	-790.00
TOTAL						-790.00
Check	**o-095**	**10/01/2024**	**Standley Systems**	**Inv 1708553**	**101 · Economic De...**	
				Inv 1708553	644 · equipment lease	-95.38
TOTAL						-95.38

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	**o-096**	**10/01/2024**	**Life Skills Institute**	**Inv 25-0014**	**101 · Economic De...**	
				Inv 25-0014	681 · Keep Chickas...	-300.00
TOTAL						300.00
Check	**o-097**	**10/01/2024**	**Vitus Investments**	**Rent 424 W Kansas**	**101 · Economic De...**	
				Rent 424 W Kansas	609.2 · Rent, Parkin...	-300.00
TOTAL						-300.00
Check	**7777**	**10/01/2024**	**Chickasha Chambe...**	**Rent/Utilities**	**101 · Economic De...**	
				Rent/Utilities	609.2 · Rent, Parkin...	-1,831.40
TOTAL						-1,831.40
Check	**7778**	**10/01/2024**	**Display Sales**	**Inv 4227 Christmas decorations**	**101 · Economic De...**	
				Christmas decorations	663 · Tourism Holid...	-31,890.00
TOTAL						-31,890.00
Check	**7779**	**10/17/2024**	**Vanguard**	**Qtrly IRA Cowan**	**101 · Economic De...**	
				Qtrly IRA Cowan	212 · Simple IRA	-2,212.38
TOTAL						-2,212.38
Check	**7780**	**10/17/2024**	**Blue Cross & Blue ...**	**277770 Cowan, Critchfield, Brooks**	**101 · Economic De...**	
				277770 Cowan, Critchfield, Brooks	660 · Payroll Expens...	-2,839.50
TOTAL						-2,839.50

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	**7781**	**10/17/2024**	**Visa Credit Card**	**Credit card ending in 9353 Cowan**	**101 · Economic De...**	
				Zoom	636 · Dues, Fees, S...	-15.99
				Storage R Us - storage room	636 · Dues, Fees, S...	-200.94
				Civic Garage Tulsa	609.2 · Rent, Parkin...	-10.00
				Viridian - business lunch	671 · Meals	-22.38
				Jakes Rib - business lunch	671 · Meals	-26.70
				Amazon - office exp	639 · Office Expenses	-55.94
				Adobe	636 · Dues, Fees, S...	-19.99
				Viridian - business meeting	671 · Meals	-7.50
				Paradise donuts - staff meeting	671 · Meals	-23.58
				Brandt's - extra key for storage	639 · Office Expenses	-7.86
				Viridian - business meeting	671 · Meals	-2.89
				Bushwood Golf Course	636 · Dues, Fees, S...	-197.10
				VSP	660 · Payroll Expens...	-16.94
				Interest exp	638 · Miscellaneous ...	-13.60
TOTAL						-621.41
Check	**7782**	**10/17/2024**	**Rock Island Grill**	**Tourism luncheon**	**101 · Economic De...**	
				Tourism luncheon	675 · Tourism Expe...	-225.00
TOTAL						-225.00
Check	**7783**	**10/17/2024**	**Mollman Outdoor**	**Inv 28801,28870 billboards**	**101 · Economic De...**	
				Inv 28801,28870 billboards	601 · Advertising/Ma...	-975.00
TOTAL						-975.00
Check	**7784**	**10/17/2024**	**Chickasha Rotary ...**	**Inv 2188 Matthew Brooks**	**101 · Economic De...**	
				Inv 2188 Matthew Brooks	636 · Dues, Fees, S...	-195.00
TOTAL						-195.00
Check	**7785**	**10/17/2024**	**KWCO-Kool 105.5**	**Inv IN 1240949643**	**101 · Economic De...**	
				Inv IN 1240949643	601 · Advertising/Ma...	-260.00
TOTAL						-260.00

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	**7786**	**10/17/2024**	**KSWO**	**Inv 3536054-1 Towercam**	**101 · Economic De...**	
				Inv 3536054-1 Towercam	605 · Administrative ...	-1,000.00
TOTAL						1,000.00
Check	**7787**	**10/17/2024**	**Life Skills Institute**	**Inv 25-0020 monthly DT cleaning**	**101 · Economic De...**	
				Inv 25-0020 monthly DT cleaning	681 · Keep Chickas...	-500.00
TOTAL						-500.00
Check	**7788**	**10/17/2024**	**Chickasha Rotary ...**	**Inv 2190 Cowan**	**101 · Economic De...**	
				Inv 2190 Cowan	636 · Dues, Fees, S...	-257.00
TOTAL						-257.00
Check	**7789**	**10/17/2024**	**Ross Seed**	**Inv 536308 straw bales for corner decor**	**101 · Economic De...**	
				Inv 536308 straw bales for corner decor	681 · Keep Chickas...	-104.46
TOTAL						-104.46
Check	**7790**	**10/31/2024**	**Ross Seed**	**Acct 1999 Flowers for DT**	**101 · Economic De...**	
				Acct 1999 Flowers for DT	681 · Keep Chickas...	-184.84
TOTAL						-184.84
Check	**7791**	**10/31/2024**	**Rock Island Candy ...**	**Inv 51 - Halloween Choc Boxes**	**101 · Economic De...**	
				Inv 51 - Halloween Choc Boxes	675 · Tourism Expe...	-225.00
TOTAL						-225.00
Check	**7792**	**10/31/2024**	**Matthew T Brooks, ...**	**Mileage reimbursement**	**101 · Economic De...**	
				Mileage reimbursement	670.1 · Mileage	-57.62
TOTAL						-57.62

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	**7793**	**10/31/2024**	**Jim Cowan**	**phone & mileage reimbursement**	**101 · Economic De...**	
				phone & mileage reimbursement	670.1 · Mileage	-313.56
				phone & mileage reimbursement	672 · Telephone/DSL	-75.00
TOTAL						-388.56
Check	**7794**	**10/31/2024**	**Edward Jones Fina...**	**Simple IRA Brooks,Critchfield**	**101 · Economic De...**	
				Simple IRA Brooks,Critchfield	212 · Simple IRA	-443.98
TOTAL						-443.98
Check	**7795**	**10/31/2024**	**Public Service Co...**	**953-937-571-0-9**	**101 · Economic De...**	
				953-937-571-0-9	609.2 · Rent, Parkin...	-43.17
TOTAL						-43.17
Check	**7796**	**10/31/2024**	**OH18 LLC**	**Inv 3675,3678**	**101 · Economic De...**	
				Inv 3675,3678	601 · Advertising/Ma...	-415.00
TOTAL						-415.00
Check	**7797**	**10/31/2024**	**Mollman Outdoor**	**Inv Q40034,28886,Q40094**	**101 · Economic De...**	
				Inv Q40034,28886,Q40094	601 · Advertising/Ma...	-1,365.00
TOTAL						-1,365.00
Check	**7798**	**10/31/2024**	**OH Hitt Corp**	**Inv 7,2 Pumpkin globes, Lt Gov Tourism**	**101 · Economic De...**	
				Inv 7,2 Pumpkin globes, Lt Gov Tourism	675 · Tourism Expe...	-4,142.00
TOTAL						-4,142.00
Check	**7799**	**10/31/2024**	**Delta Dental of Okl...**	**0016706-0001 Brooks, Cowan, Critchfield**	**101 · Economic De...**	
				0016706-0001 Brooks, Cowan, Critchfield	660 · Payroll Expens...	-156.00
TOTAL						-156.00

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	**7800**	**10/31/2024**	**Cory's**	**Inv 13621 Lt Gov Tourism**	**101 · Economic De...**	
				Inv 13621 Lt Gov Tourism	675 · Tourism Expe...	-2,408.95
TOTAL						2,408.95
Check	**7801**	**10/31/2024**	**Angel, Johnston & ...**	**2234**	**101 · Economic De...**	
				2234	641 · Accounting Fees	-275.00
TOTAL						-275.00
Check	**7802**	**10/31/2024**	**VSP Vision Care**	**30099313 Brooks, Cowan, Critchfield**	**101 · Economic De...**	
				30099313 Brooks, Cowan, Critchfield	660 · Payroll Expens...	-44.91
TOTAL						-44.91
Check	**7803**	**10/31/2024**	**Richard's Printing**	**Inv 61864 Haunted Trail yard signs**	**101 · Economic De...**	
				Inv 61864 Haunted Trail yard signs	681 · Keep Chickas...	-36.00
TOTAL						-36.00
Check	**7804**	**10/31/2024**	**Standley Systems**	**Inv 1721578**	**101 · Economic De...**	
				Inv 1721578	644 · equipment lease	-96.85
TOTAL						-96.85
Check	**7805**	**10/31/2024**	**Storage R Us**	**439537 Storage**	**101 · Economic De...**	
				439537 Storage	639 · Office Expenses	-180.00
TOTAL						-180.00
Check	**7806**	**10/31/2024**	**KSWO**	**Advertising**	**101 · Economic De...**	
				Advertising	601 · Advertising/Ma...	-1,000.00
TOTAL						-1,000.00

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

Type	Num	Date	Name	Memo	Account	Paid Amount
Check	**7807**	**10/31/2024**	**Vitus Investments**	**Storage rental**	**101 · Economic De...**	
				Storage rental	609.2 · Rent, Parkin...	-300.00
TOTAL						-300.00
Check	**7808**	**10/31/2024**	**Chickasha Chambe...**	**Rent/Utilities**	**101 · Economic De...**	
				Rent/Utilities	609.2 · Rent, Parkin...	-2,147.63
TOTAL						-2,147.63

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Human Resources **Agenda Item No. 4.e.**

AGENDA ITEM: Acceptance of the Oklahoma Municipal Retirement Joinder and Ordinance 2024-06 required by the IRS.

I. BACKGROUND/DESCRIPTION:

- Council approved the change in vesting period from 10 years to 5 years for the retirement plan for non-union employees on 6/03/2024.
- The IRS has approved the updated plan and requires an Ordinance and Joinder be adopted with the new language.
- The plan summary with changes has been attached for review along with the full plan document.

II. RECOMMENDED ACTION:

Accept the adoption of the ordinance and joinder and authorize Mayor to execute the necessary documents

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(From)		

V. ATTACHMENTS:

1. Summary Memo and DB Plan 2024_0001
2. Ordinance and Joinder 2024_0001

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MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: McAfee & Taft A Professional Corporation
(John A. Papahronis)

DATE: February 21, 2023

RE: Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement—Summary of Material Changes

The following summary compares the current version of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement with the version recently approved by the Internal Revenue Service:

A. Master Defined Benefit Plan

Sec.	Feature	Current Version	Newly-Approved Version
2.1(b)	Definition of Actuarial Equivalent	1983 GAM 83 Mortality Table and Appendix actuarial tables	Pub-2010 Public Retirement Plans Mortality Table and 7.25% interest rate, effective for annuities starting after effective date
2.1(c)	Definition of Aggregate Contributions	Definition of Adjustment Factor	Deletes definition of Adjustment Factor and substitutes definition of Aggregate Contributions
2.1(m)	Definition of Contribution Accumulation	References rate determined by Trustees	Clarified definition to refer to employer contributions pursuant to Section 3.6 of MP and Section 12 of JA; clarifies interest rate as rate earned by the Fund
2.1(n)	Definition of DC Employer Contribution	None	Adds specific definition to relate to the Defined Contribution Option described in new Section 3.6 of MP
2.1(x)	Definition of Hour of Service	None	Adds specific definition
2.1(ll)	Definition of Retirement	Participant must satisfy requirements for a Pension	Adds that participant must also attain age for Early Pension

2.1(oo)	Definition of Spouse	Lengthy and wordy definition that follows US Supreme Court decision	Simplified to refer to federal tax law
2.1(mm) (6)	Definition of Service	For participant 100% vested in another Municipality's plan, include prior service	Clarified that prior service counts regardless of Break in Service
3.3	Contributions by Participants	Allows employees an ongoing ability to elect to participate in the plan	Deletes ongoing ability to elect to participate. Employee must elect to participate upon eligibility
3.6	Defined Contribution Option	Brief provision in Item #12 of JA	Full description of Defined Contribution Option which can be elected by employer in #12 of JA
4.1	Normal Pension	Participant eligible for Normal Pension	Participant's Normal Pension is non-forfeitable upon attainment of Normal Retirement Age
4.2	Early Pension	Doesn't address rehired employees	Early Pension not suspended for retired employee in ineligible classification
4.3	Disability Pension	Participant is disqualified if due to injury in military service and obtains a veteran's disability pension	Eliminates the exclusion. Makes clear that Normal Pension will recommence upon reaching Normal Retirement Age
6.1	Severance Benefit	Upon termination prior to retirement, participant can elect to receive Severance Benefit, or if after participant met the requirements for Deferred Vested Pension	Upon termination, participant can elect to receive Severance Benefit, or after Normal, Early, Disability or Deferred Vested Pension, he receives his pension unless he elects return of Aggregate Contributions
6.4(a)(1)	Spouse's Pension; In-Service Death	Eligibility requirement includes participant had not retired or begun pension	Deleted that requirement
6.8	Defined Contribution Option	None. Brief language in Joinder Agreement	New full description of Defined Contribution Option
7.1	Joint and Survivor Options	Includes description of reduction for contingent pensioner	Changes references from "contingent pensioner" to "survivor pensioner." Deletes description of reduction
7.2	Other Forms of Payment	Option D – Insured annuity & Option E – Periodic Installments	Changed to Convert Defined Contribution Option to Pension
			New Option F – Partial Lump Sum
		Calculations based on actuarial tables in Appendix I and interest rate of 7 ½%	Deletes reference to Appendix and rate

		Includes references to distribution notice time periods	Deleted – not necessary
7.3	Restrictions on Optional Forms	Describes when election of Optional Form can occur	Deletes reference that Participant can elect an option without approval of Authorized Agent within six months of plan by employer
		Election becomes operative if no contingent pensioner is surviving upon participant's death	Change to surviving upon the date payments are to commence after participant's retirement
7.6	Rollover to Another Plan or IRA	Definitions of Eligible Rollover Distribution, Eligible Retirement Plan and Distributee	Updates definitions for IRS requirements
8.3	Notice of Transfers	Notice of transfer must be given immediately after transfer	Deletes reference to "immediately"
9.5	Benefits Payable to Incompetents	Committee has discretion to make payments due to incompetents or minors to parent, spouse, relative or legal representative	Deletes Committee discretion. Payments will be made to power of attorney or court appointed legal guardian
10.6	IRS Limit on Benefits (§415) – Year of Service	Fractional credit for Year of Service	Deleted
10.7	Participant Limitation – Defined Contribution Option	Section 415 limitation on contributions to Defined Contribution Option	Includes additional IRS required language
10.8	Re-employment of Former Employees	Reemployed participant receives credit for prior period if no distribution	Participant will receive service after satisfying vesting requirement. If a Break in Service occurs and employer has established a new hire retirement plan, participant is enrolled in new hire retirement plan
10.9(a)	Re-employment of Retired Participants – Deferred Vested Participants	After retired employee's termination, pension will be based on compensation and service during rehire but if formula is reduced during absence, pension shall be based on prior and subsequent compensation and service	Simplifies to say pension will be based on Average Monthly Compensation and Service
12.3	Authority of Volume Submitter Practitioner	Describes adopting employer reliance and Practitioner's ability to adopt standard interim amendments	Updates language for IRS current requirements

13.2	Liquidation of Fund	Describes order of liquidation upon termination of plan	Clarifies that Contribution Accumulation is first, Aggregate Contributions second
14.9	Incorporation of Trust Agreement	Incorporates provisions of Trust	Adds IRS required language that the provisions of Plan override any conflicting provisions of the Trust or custodial documents
Signature Page		Practitioner information	Deleted
Appendix I		Actuarial factors	Deleted

B. Joinder Agreement

Sec.	Feature	Current Version	Newly-Approved Version
2	Definition of Employee	Contains exclusions and provides a fill in option	Excludes volunteer firefighters. Adds definitely determinable restriction to fill in option
5c	Normal Retirement Age	Two alternatives: (i) age 65, or (ii) earlier of age 65 or the later of age 62 or 30 years of service	Adds 5 years of service requirement to age 65 option; adds fill in for age and service of second option. IRS requested caveat that definition must comply with IRS final regulations when issued
9	Cost of Living Option (COLA)	Addresses COLA increases	Adds possibility of COLA decreases
11	Limitation on Optional Benefit Forms	Lists the optional forms of benefit and allows Retirement Committee discretion	Cross references to Master Plan and deletes discretion
12	Defined Contribution Option	Very brief description of Defined Contribution Option	Cross references to a full provision in the Master Plan
Sig. page	Reliance on Sponsor Opinion Letter	None	Includes new IRS required language describing ability of adopting employers to rely on IRS approval of plan document

Exhibit B

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN

Chickasha 2025

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN

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ARTICLE I.

Purpose and Organization

1.1 Purpose: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under Sections 401(a) and 501(a) of the Code by meeting the requirements of Code Section 414(d). The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their Beneficiaries. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

1.2 Parties: The Oklahoma Municipal Retirement Fund hereby adopts and establishes this Plan for the benefit of Employees of those Employers, as defined herein, formed, chartered or incorporated under the laws of the State of Oklahoma, who wish to adopt it by executing a Joinder Agreement which incorporates this Plan by reference.

ARTICLE II.

Definitions and Construction

2.1 Definitions: Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(a) Accrued Pension: The Pension (other than a Disability Pension) determined under the Plan expressed in the form of a monthly benefit commencing at Normal Retirement Date (or date of determination in the case of a Late Pension), which an Employee has accrued at any time under the provisions of the Plan, regardless of his vested status, determined as if he had then terminated employment.

(b) Actuarial Equivalent: Equality in value of the aggregate amounts expected to be received under different forms of payment. Benefits for annuity starting dates beginning prior to the Effective Date will be calculated under the terms of the Previous Plan. For annuity starting dates beginning on or after the Effective Date, except as otherwise specifically noted, the determination of such equality will be based on the Pub-2010 Public Retirement Plans Mortality Table as follows:

Interest: 7.25%

Participant mortality: the weighted average reflecting 2/3 of the PubG-2010.M table and 1/3 of the PubG-2010.F table

Spouse mortality: the weighted average reflecting 2/3 of the PubG-2010.F table and 1/3 of the PubG-2010.M table

Except as provided herein, in the event this Subsection is amended, with respect to a Participant who would be eligible for a Normal Pension or Early Pension on the date of amendment if his employment terminated, the Actuarial Equivalent of such Participant's Accrued Pension with an annuity starting date beginning on or after the date the change is adopted shall be determined as the greater of (i) the Actuarial Equivalent of the Accrued Pension as of the date of change computed on the old basis, or (ii) the Actuarial Equivalent of the total Accrued Pension computed on the new basis.

For purposes of determining the benefit limitations under §415(b)(2)(B), (C), or (D) of the Internal Revenue Code as set forth in Section 10.1 of the Plan the applicable mortality table for annuity starting dates prior to December 31, 2002 is set forth in Rev. Rul. 95-6. 1995-1 C.B. 80, and for annuity starting dates on or after December 31, 2002 is set forth in Rev. Rul. 2001-62, 2001-53, I.R.B. 632.

(c) Aggregate Contributions: The Employee's aggregate contributions pursuant to Sections 3.3 and/or 3.4 hereof, plus interest thereon accrued at the rate determined by the Trustee, compounded according to uniform rules adopted by the Trustees. Prior to January 1, 1983, the interest rate for crediting interest was three and one-half percent (3 ½%) per annum.

(d) Authorized Agent: The City Clerk of the Employer or such other person designated by the Employer to carry out the efficient operation of the Plan at the local level.

(e) Authorized Leave of Absence: Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law.

(f) Average Monthly Compensation: The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months, including fractional months, for which such Compensation was received. The considered period shall be the number of consecutive months of reported pay selected in Joinder Agreement within the last one hundred twenty (120) months of service which yield the highest average Compensation. For purposes of determining consecutive months, periods of credited service shall be bridged, if interrupted with non-credited periods under an Authorized Leave of Absence. If an Employee has less than the number of months of consecutive employment service selected in the Joinder Agreement, the Employee's actual consecutive months shall be the basis for calculating the Employee's Average Monthly Compensation hereunder.

(g) Beneficiary: Any person or entity designated or deemed designated by a Participant as provided in Section 6.5 hereof.

(h) Break in Service: The expiration of ninety (90) days from the date the Participant last performed Service for the Employer for which such Participant was entitled to wages as defined in Section 3121(a) of the Code, unless the Participant is on Authorized Leave of Absence. If an Employee does not resume employment with the Employer upon the expiration of an Authorized Leave of Absence, the Participant will be deemed to be absent from work on the first day of his Authorized Leave of Absence for purposes of determining if the Participant has a Break in Service.

(i) City Council: The City Council (or Board of Trustees) of the Employer or other duly qualified and acting governing authority of the Employer.

(j) Code: The Internal Revenue Code of 1986, as amended from time to time.

(k) Committee: The City Council of the Municipality, which shall act as the Plan Administrator of the Plan as provided for under Article IX hereof.

(l) Compensation: Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Section 4 of its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of benefit accruals, the calculation of benefits, or contribution allocations under the Plan. For purposes of determining an Employee's compensation, any

election by such Employee to reduce his regular cash remuneration under Code Sections 125, 402(e)(3), 402(h), 403(b) or 132(f) shall be disregarded.

For Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

(1) Limitations. Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed $200,000, as adjusted by the Secretary at the same time and in the same manner as under Section 415(d) of the Code except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the $200,000 limitation is effective on January 1, 1990. For years beginning on or after January 1, 1994, the annual compensation limit of each Participant taken into account for determining all benefits provided under the Plan for any determination period shall not exceed $150,000, as adjusted for the cost-of-living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

The annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed $200,000. Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be $200,000. The $200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the applicable annual compensation limit in effect for that prior determination period.

(m) Contribution Accumulation: The Employee's aggregate DC Employer contributions, plus interest thereon pursuant to the Defined Contribution Option in Section 12 of the Joinder Agreement. If the Employer elects such option, the interest rate for determining the investment earnings on such amounts contributed under such option shall be equal to the rate earned by the Fund.

(n) DC Employer Contributions: The Employer contributions described in Section 3.6 hereof.

(o) Death Benefit: The pension benefit described in Article VI herein.

(p) Deferred Vested Pension: The pension benefit described in Sections 4.4 and 5.4 herein.

(q) Disability: A physical or mental condition which, in the judgment of the Committee, totally and presumably permanently prevents an Employee from engaging in any substantial gainful employment with the Employer. A determination of such disability shall be based upon competent medical evidence.

(r) Disability Pension: The pension benefit described in Sections 4.3 and 5.3 herein.

(s) Early Pension: The pension benefit described in Sections 4.2 and 5.2 herein.

(t) Effective Date: The later of (i) the date specified in the Joinder Agreement, or (ii) the first day on which the Plan has a Participant.

(u) Employer: A Municipality located in the State of Oklahoma which executes the Joinder Agreement.

(v) Employment Commencement Date: The date on which the Employee's most recent employment with the Employer began.

(w) Fund: The fund established to provide the benefits under the Plan for the exclusive benefit of the employees included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(x) Hour of Service: (1) Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer; and (2) each hour for which an employee is paid, or entitled to payment, by the employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

(y) Joinder Agreement: The agreement by which the Employer adopts this Plan and Fund as its Plan and Fund.

(z) Leased Employee: Any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient. Contributions or benefits provided a leased employee by the leasing organization

which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A leased employee shall not be considered an employee of the recipient if: (I) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B) or Section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20% of the recipient's nonhighly compensated work force.

(aa) Limitation Compensation: Compensation as defined in Section 10.2(b) hereof.

(bb) Municipality: (1) each and every municipality located in the State of Oklahoma; (2) public trusts having municipalities as Beneficiaries; (3) interlocal cooperatives between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority which has adopted the Plan and/or which has become a Participant in the related trust according to the terms hereof.

(cc) Normal Pension: The pension benefit described in Sections 4.1 and 5.1 herein.

(dd) Normal Retirement Date: The later of (i) the Effective Date, or (ii) the first day of the month coincident with or next following the later of the Normal Retirement Age as designated in the Joinder Agreement, Section 7C, or the date he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested.

(ee) Oklahoma Municipal Retirement Fund: The entity known as the Oklahoma Municipal Retirement Fund, which was created to combine pension and retirement funds of Oklahoma cities and towns for purposes of management and investment, represented by and acting through its Board of Trustees.

(ff) Participant: Any Employee or former Employee who meets the eligibility requirements and is covered under the Plan.

(gg) Pension: A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

(hh) Plan: The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan set forth herein, and all subsequent amendments.

(ii) Plan Administrator: The persons who administer the Plan pursuant to the provisions of Article IX hereof.

(jj) Plan Year: The twelve (12) consecutive month period ending June 30th of each year. The initial or final Plan Year may be less than a twelve (12) consecutive month period.

(kk) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined benefit retirement plan and related trust, and applying before the

Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(ll) Retirement: Termination of employment after a Participant has fulfilled all requirements for a Pension and has attained the age required to receive an Early Pension (age 55 or older). Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment.

(mm) Service:

(1) A Participant's last continuous period during which the Participant was an Employee of the Employer and/or any other Municipality prior to the earlier of his retirement or Break in Service.

(i) Service includes employment with a Municipality other than the Employer prior to the time that the other Municipality adopted the Plan if the other Municipality credits a Participant's past service under its retirement plan; and

(ii) Service for the Employer does not include employment with any Municipality if that service would not be included under the Municipality's retirement plan.

(2) Concurrent employment with more than one Municipality shall be credited as only one period of Service.

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service (except as provided in Section 14.1), or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of benefits) but no Employee contributions shall be made with respect to the Participant for such period.

(4) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

(5) Any reference in this Plan to the number of years of service of an Employee shall include fractional portions of a year.

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan, regardless of Break in Service, prior to becoming a

Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

Credit for service with the Employer shall not be granted for any period subsequent to the Effective Date during which the Employee did not participate in the Plan and Employee contributions to the Plan and Fund were not made by or for him except as specified above.

(nn) Severance Benefit: The pension benefit described in Section 6.1 herein.

(oo) Spouse: A spouse as determined under applicable federal tax law.

(pp) Trust Service Provider: The person appointed by the Trustees to supervise operation of the Oklahoma Municipal Retirement Fund and to assist participating Municipalities in the adoption and operation of the Plan.

(qq) Trustee: The Trustees appointed pursuant to the Trust Indenture establishing the Oklahoma Municipal Retirement Fund.

(rr) U. S. Consumer Price Index: The Consumer Price index for all items as reported in the Monthly Labor Review for the month of December of the immediately preceding calendar year as published by the United States Department of Labor.

(ss) Year of Service: A 12 consecutive month period of Service commencing on the Employee's Employment Commencement Date, and any anniversary thereof.

2.2 Construction: The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereafter" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

ARTICLE III.

Contributions

3.1 Eligibility: An Employee, as defined in the Joinder Agreement, who has satisfied all the requirements set forth in the Joinder Agreement shall be eligible to participate in the Plan. Any person who has been classified by the Employer as an independent contractor and has had his compensation reported to the Internal Revenue Service on Form 1099 but who has been reclassified as an "employee" (other than by the Employer) shall not be considered as an eligible Employee who can participate under this Plan; provided, if the Employer does reclassify such worker as an "Employee," for purposes of this Plan, such reclassification shall only be prospective from the date that the Employee is notified by the Employer of such reclassification.

3.2 Contributions by Employer: The Employer shall make contributions to the Fund in such amounts and at such times as the City Council shall determine, acting under the advice of the Plan's actuarial firm. All contributions made by the Employer to the Fund shall be irrevocable and shall be used for the exclusive benefit of the Participants covered by the Plan to pay benefits under the Plan, or to pay expenses of the Fund. Forfeitures arising because of death prior to Retirement, severance of Employment before a Participant becomes eligible for a Pension, or any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to the Participants.

3.3 Contributions by Participants: Unless the Employer selects the Non-Contributory Option, each Participant shall contribute to the cost of providing benefits under this Plan while he remains a Participant who is actively employed. Such annual contributions shall be the product of (i) the percentage selected in Section 8 of the Joinder Agreement, and (ii) the Participant's Compensation.

Any required contributions by Participants shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient. The Committee may, however, approve payment of such contributions in a manner other than payroll deductions in any specific case or cases. (In any event a Participant shall be deemed to consent and agree to the payroll deductions as provided for herein.) If a Participant is granted a non-paid leave of absence authorized for any reason, his continued participation in the Plan will depend upon his contributions being continued at the same rate and made by or for him during such absence. While such contributions are continued during such non-paid leave of absence, the Participant's Compensation shall be deemed to have continued at the same rate for the purpose of computing the Participant's Average Monthly Compensation.

Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits if the Employer so elects in Section 7G of the Joinder Agreement, but no Participant contributions shall be made with respect to the Participant for such period.

Each Employee employed after the original Effective Date of the Plan hereof shall, as a condition of employment, become a Participant in the Plan as of the date on which he is first eligible by signing a written notice of participation agreeing to be bound by the terms and conditions hereof,

and authorizing the Employer to deduct from his Compensation any contributions required of him as provided in the Joinder Agreement hereof, and he shall be subject to all other provisions of the Plan beginning on such date. Each Employee employed on the original Effective Date of the Plan shall have a one-time irrevocable election to participate in the Plan.

For each Employee who becomes a Participant in this Plan on the original Effective Date of the Plan, Participant contributions and his participation shall first begin for the pay period commencing on, or next following, that date. For each Employee who becomes a Participant in this Plan after the original Effective Date of the Plan, Participant contributions and his participation shall begin for the pay period commencing on or next following the date he becomes a Participant.

Such Participant contributions shall be fully vested in the contributor Participant at all times. Upon retirement, death or termination of employment of a Participant for any reason, the retired or terminated Employee, or his Beneficiary as the case may be, shall have the option to receive, in lieu of any and all other benefits provided herein, his Aggregate Contributions. Furthermore, the value of the total benefits payable to the Participant and/or his Beneficiary shall in no event be less than his Aggregate Contributions as of the time of his termination of employment. However if any benefit of any other kind is paid under this Plan, to or on behalf of a Participant, no Aggregate Contributions shall be paid, but shall be deemed to have been included in the value of the benefit so paid, unless the total value of such other benefit payments finally paid shall be less than such Aggregate Contributions as of the time of the Participant's termination of employment, in which case the difference shall be paid in a lump sum to the Participant and/or his Beneficiary.

3.4 Pick-up Contributions: If the Employer elects the Pick-Up Option in the Joinder Agreement, all Participants shall be required to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting and determining Participant rights and the Participant's Aggregate Contributions shall be monitored. A private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions. The Aggregate Contributions shall be subject to the distribution provisions in Section 3.3.

3.5 Transfer of Contributions: All Employer and Participant contributions shall be directly or immediately allocated, paid or delivered to the City Treasurer or Employer designee, as Treasurer of the Plan. Such contributions shall be transferred and transmitted by the Treasurer to the Fund for credit as soon as administratively feasible.

3.6 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, a Contribution Accumulation account shall be created for each active Participant as of the effective date of the option. Each Participant shall be

required as a condition of employment to make a DC Employer contribution in the amount specified in the Adoption Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. Amounts attributable to DC Employer contributions shall be fully vested. The Contribution Accumulation account shall be credited with:

(1) DC Employer Contributions made by the Participant after the effective date of the option; and

(2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Plan.

ARTICLE IV.

Requirements for Retirement Benefits

4.1 Normal Pension: A Participant shall be eligible for a Normal Pension if his employment is terminated on or after his Normal Retirement Date, or if his employment classification has changed such that he is no longer eligible to participate in this Plan on or after his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of a Normal Pension shall commence as of the first day of the month coinciding with or next following Retirement or change in employment classification, as applicable, and the last payment shall be made as of the first day of the month in which the death of such Participant occurs; provided however, that at the time of his death, if such Participant has received less than the number of monthly payments elected by the Employer in Section 7 of the Joinder Agreement, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such number of monthly payments as elected have been made to such Participant and such Beneficiary or Beneficiaries. Normal Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan. Notwithstanding the vesting schedule elected by the Employer in Section 7D of the Joinder Agreement, a Participant's right to his or her Normal Pension shall be nonforfeitable upon attainment of his or her Normal Retirement Age as defined in Section 7C of the Joinder Agreement.

4.2 Early Pension: A Participant may elect early Retirement and be eligible for an Early Pension if his employment is terminated on or after his 55th birthday and before his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of an Early Pension shall commence as of the Participant's Normal Retirement Date. However, if a Participant requests the Committee to authorize the commencement of his Early Pension as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 5.2. The last payment of an Early Pension shall be made as of the first day of the month in which the death of the retired Participant occurs; provided however, that if the retired Participant has received less than the monthly payments as elected in Section 7 of the Joinder Agreement at the time of his death, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such monthly payments have been made to such Employee and such Beneficiary or Beneficiaries. Early Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan.

4.3 Disability Pension: A Participant shall be eligible for a Disability Pension if his employment is terminated by reason of Disability, before his Normal Retirement Age, provided he has met the 100% vesting requirements. Payment of a Disability Pension shall commence as of the first day of the month coincidental with or next following the date of Retirement. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, or if Disability ceases prior to his Normal Retirement Date, the first day of the month in which Disability ceases.

Disability under the Plan shall be considered total and permanent, if on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Participant has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer.

Notwithstanding any other provisions of this Section, no Participant shall qualify for a Disability Pension if the Committee determines that his Disability results from (a) chronic alcoholism, (b) addition to narcotics, or (c) an injury suffered while engaged in a felonious or criminal act or enterprise.

Disability shall be considered to have ended and a Disability Pension shall cease if, prior to his Normal Retirement Age, the Participant (a) engages in any substantial gainful employment except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of total and permanent Disability, or (b) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer, or (c) refuses to undergo any medical examination requested by the Committee provided that a medical examination shall not be required more frequently than twice in any calendar year. The Normal Pension will recommence upon his reaching Normal Retirement Age.

If Disability ceases before a retired Participant attains his Normal Retirement Date and the Participant is re-employed by the Employer, the Pension payable upon his subsequent Retirement shall be determined in accordance with the provisions of Section 10.9.

4.4 Deferred Vested Pension: A Participant shall be eligible for a Deferred Vested Pension, if his employment is terminated before his 55th birthday and after he has met the 100% vesting requirements. Payment of a Deferred Vested Pension shall commence as of the Participant's Normal Retirement Date. However, if the Participant requests the Committee to authorize the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his 55th birthday, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be reduced as provided in Section 5.4.

4.5 Pensions for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become entitled to, and limited to, such rights, benefits and options of any kind, under this Plan, if any, in the amounts and on the terms and conditions, as provided in Article VIII-Employment Transfers.

4.6 Termination of Employment - Vesting of Benefits: Except as provided in Sections 10.12 and 10.13 hereof, if applicable, when a Participant ceases to be a Participant for any reason, he shall have vested and nonforfeitable rights in his Accrued Pension as set forth in one of the following vesting schedules as may be elected by the Employer in the Joinder Agreement:

(a) Ten Year Cliff Vesting Schedule. The Ten Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 10	0%
At least: 10	100%

(b) Seven Year Cliff Vesting Schedule. The Seven Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 7	0%
At least: 7	100%

(c) Five Year Cliff Vesting Schedule. The Five Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 5	0%
At least: 5	100%

ARTICLE V.

Amount of Retirement Benefits

5.1 Normal Pension:

(a) Basic Formula: A Participant who meets the requirements for a Normal Pension shall receive a monthly amount equal to the product of (1), (2), and (3) as follows:

(1) The percentage associated with the Plan Option elected by the Employer in Section 7B of the Joinder Agreement; multiplied by

(2) His Average Monthly Compensation; and multiplied by

(3) The number of his Years of Service credited with the Employer (but not with any other Municipality), subject to the limitations in Section 7E of the Joinder Agreement.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Normal Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be increased or decreased annually while payable, commencing with the payment due on the first day of July coinciding with or next following the later of (1) the effective date of the Cost-of-Living option, or (2) the date of the Participant's Retirement, and continuing thereafter on the first day of each subsequent July during which the Pension is payable. Each such increase or decrease shall be related to a change in the cost-of-living based on the percentage change, if any, determined by a comparison of the U. S. Consumer Price Index (as defined in Section 2.1(pp)) for the December next preceding the July of the determination, with such U. S. Consumer Price Index for the December one year earlier; provided however, that such yearly increase or decrease, if any, shall be limited to a maximum change of three percent (3%); and provided further, that such yearly decrease, if any, shall not reduce the amount of Pension so adjusted, below the level established at the time of Retirement.

5.2 Early Pension:

(a) Basic Formula: A Participant who meets the requirements for an Early Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement. If payment of an Early Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and the Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living option is elected in the Joinder Agreement, the monthly amount of Early Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be subject to annual cost-of-living adjustments in the same manner as provided in Subsection 5.1(b), except that no such adjustment

shall be applicable for any period before the Early Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.3 Disability Pension:

(a) Basic Formula: A Participant who meets the requirements for a Disability Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement.

(b) Cost-of-Living Adjustment: If the Cost-of Living Option is elected in the Joinder Agreement, the monthly amount of Disability Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except that such adjustment shall not be applicable for any period before the Disability Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.4 Deferred Vested Pension:

(a) Basic Formula: A Participant who meets the requirements for a Deferred Vested Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to the termination of his employment. If payment of a Deferred Vested Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Deferred Vested Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except, that such adjustment shall not be applicable for any period before the Deferred Vested Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.5 Accrued Credits and Vested Benefits Preserved: The adoption of a new Joinder Agreement by an Employer shall not operate to exclude, diminish, limit, or restrict the amount, payments or continuation of payments of benefits accrued up to the Effective Date of the most recent Joinder Agreement. The amount of such Accrued Pension benefits, if any, in the course of payment immediately prior to such date, shall be continued under the provisions of such Previous Plan, in the same manner and amounts, subject to the provisions of the Retiree Plan Improvement Option in Section 10 of the Joinder Agreement.

ARTICLE VI.

Severance and Death Benefits

6.1 Severance Benefit: Upon termination of a Participant's employment with the Employer, his contributions to the Fund shall cease and he shall be entitled to receive a Severance Benefit equal in amount to the Participant's Aggregate Contributions, which shall be in lieu of all other benefits under this Plan. Payment of such benefit shall be made in a lump sum as soon as administratively feasible after the date of termination of the Participant's employment and the Participant's request for payment. If such termination of employment occurs after the Participant has met the requirements for Normal, Early, Disability or Deferred Vested Pension, he may receive in lieu of such Aggregate Contributions, the Pension for which he is eligible under the provisions of Article IV, unless the Participant elects to receive such Aggregate Contributions.

If any benefit of any other kind is paid under this Plan to or on behalf of a Participant, no Severance Benefit shall be paid, but shall be deemed to have been included in the value of the other benefit, unless the total of such other benefit payments finally made shall be less than his Aggregate Contributions at the time of the Participant's termination of employment, in which case the difference shall be paid to the terminated Participant if living, or if deceased, to his Beneficiary.

6.2 Death Prior to Commencement of Pension: Upon the death of an active Participant or a retired Participant prior to the earlier of the date the Committee approves the commencement of his pension payments or the date fixed for commencement of his Pension payments, the Beneficiary designated by the Participant or retired Participant shall be paid a Death Benefit in the form of a Pension unless a spouse's pension becomes payable under Section 6.4.

(a) Basic Formula: Subject to the further provisions of Subsection (b) of this Section 6.2, the amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Pension, as determined in Section 5.1 which the deceased Participant had accrued at the time of his death considering the Participant's Compensation and Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Employee's death. The last payment shall be made upon completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement. Notwithstanding the foregoing, if any spouse's Pension becomes payable under Section 6.4, or if any optional Pension was elected by such a retired Participant, and becomes effective under Article VII, no such Death Benefit Pension under this Section 6.2 shall be paid at that time. The terms of such Spouse's Pension or optional Pension as the case may be, shall control payments after such death and the Death Benefit Pension provided for under this Section shall be thereby canceled or inapplicable, except that upon the death of the spouse or the contingent Beneficiary, his estate shall be paid the excess, if any, of the Participant's Aggregate Contributions as of the date the Pension commenced or as of the date of death, if earlier, over the sum of the benefit payments, previously received by the Spouse or the contingent Beneficiary.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a) of this Section 6.2 or the amount of any optional form of Pension payable in lieu

thereof to the Beneficiary entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.3 Death After Commencement of Pension:

(a) Normal Pension, Early Pension or Deferred Vested Pension: Upon the death of a retired Participant after the earlier of the date the Committee approves the commencement of his Normal Pension payments, Early Pension payments or Deferred Vested Pension payments as the case may be, or the date fixed for commencement of his Normal Pension payments or Early Pension payments, Deferred Vested Pension payments as the case may be, and before he has received the number of monthly payments elected in Section 7A of the Joinder Agreement, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (a)(2) of this Subsection 6.3(a), the amount of such Death Benefit Pension shall be equal to the monthly amount of Normal Pension, Early Pension or Deferred Vested Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, the estate of the Beneficiary. This Death Benefit Pension shall not be in addition to, but shall be one and the same as the continuation of Pension as provided in Section 4.1, Section 4.2, or Section 4.4, as the case may be. However, no such Death Benefit shall be paid but shall be canceled and inapplicable, if an optional form of payment is elected and becomes effective under Article VII hereof.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a)(1) of this Section 6.3 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary or estate entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Disability Pension: Upon the death of a retired Participant who was unmarried or legally separated from his or her spouse, after the earlier of the date the Committee approves the commencement of his Disability Pension payments, or the date fixed for commencement of his Disability Pension payments and before he has received a total of the number of monthly Pension payments as elected in Section 7A of the Joinder Agreement, and before the cessation of his Disability if such death occurs prior to his Normal Retirement Date, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provision of Subsection (b)(2) of this Section 6.3(b), the amount of such Death Benefit Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of

monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, to the estate of the Beneficiary.

If the death of such retired Participant occurs after the cessation of his Disability and before his Normal Retirement Date, and the total Disability Pension payments he had received was less than his Aggregate Contributions as of the date of commencement of payments of such Disability Pension, or as of the date of his death, if earlier, then his Beneficiary shall be entitled to a Death Benefit. The amount of such Death Benefit shall be the excess of the retired Participant's said Aggregate Contributions over the sum of such Pension payments, if any, previously received by the retired Participant. Such Death Benefit shall be paid in cash in a single sum within 30 days after the date of death.

If the retired Participant was married and not legally separated from his or her spouse at the time of death, the applicable Death Benefit shall be that as provided in Section 6.4(b).

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (b)(1) of this Section 6.3 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

6.4 Spouse's Pension:

(a) In-Service Death:

(1) **Eligibility Requirements:** The surviving spouse of a deceased Participant shall be eligible for a Spouse's Pension with payments commencing on the first day of the month coinciding with or next following the Participant's date of death and payable for the spouse's lifetime, or until the spouse's remarriage, provided that the Participant, as of the date of his or her death, (a) was continuing in the active Service of the Employer, (b) had met the 100% vesting requirement, and (c) was not legally separated from the surviving spouse.

(2) **Amount of Spouse's Pension:** A surviving spouse who meets the eligibility requirements under Subsection (a)(1) of Section 6.4 above shall receive a monthly amount of Spouse's Pension equal to fifty percent (50%) of the amount determined in Section 5.1 for a Normal Pension considering the Participant's Compensation and Service with the Employer to the date of his death. However, if the surviving spouse is more than ten years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in excess of ten (10) years to compensate for the longer period of expected payments.

(3) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (a)(2) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Post-Disability Retirement Death: The surviving spouse of a deceased, retired Participant, who was receiving or was entitled to receive a Disability Pension on the date of his or her death and who had received less than the number of monthly payments as elected in Section 7A of the Joinder Agreement of such Disability Pension, shall be eligible for a Spouse's Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (b)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Spouse's Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the surviving spouse, or if the surviving spouse dies before such completion of payments, the remaining payments shall be made to the estate of the deceased spouse.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (b)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

(c) Post-Termination Death Benefit After Deferred Vested Termination: The surviving spouse of a deceased, retired Participant, who was entitled to receive a Deferred Vested Pension but had not yet received any payments on the date of his or her death, shall be eligible for a Spouse's Pension. Such Pension will commence on the first day of the month coinciding with or next following the later of: (i) the Participant's date of death or (ii) the earliest date of which the Participant could have begun receiving payments in accordance with Section 5.4. The last payment shall be made upon the death or remarriage of the surviving spouse. A final death benefit is the excess, if any, of the Participant's Aggregate Contributions over the sum of the payments made to the Spouse.

(1) **Basic Formula:** Subject to the further provisions of Subsection (c)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to fifty percent (50%) of the Deferred Vested Pension to which the deceased, retired Participant was entitled to receive commencing on his or her Normal Retirement Date and reduced in accordance with Section 5.4 for the period between the date the Pension begins and the Normal Retirement Date. However, if the surviving spouse is more than ten (10) years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in the excess of ten (10) years to compensate for the longer period of expected payments.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (c)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.5 Designation of Beneficiary: Each active or retired Participant may designate a primary Beneficiary or Beneficiaries and, in addition, may name a contingent Beneficiary or Beneficiaries to receive any benefit that may become payable under Article VI hereunder by reason of his death. If a Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation or preference. Such designation shall be made upon forms furnished by the Employer and may be revoked or changed at any time and from time to time without notice to any Beneficiary, and shall not be effective unless and until filed with the Committee. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the Death Benefit shall be paid to the Participant's spouse, if living, or otherwise, to the estate of the Participant. Neither the Employer, the Board of Trustees, nor the Fund shall be named as a Beneficiary.

For the purpose of this Plan, the production of a certified copy of the death certificate of any Employee or other person shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon. In the absence of such proof, the Committee may rely upon such other evidence of death as it deems necessary or advisable.

6.6 Severance or Death Benefits for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become, entitled to and limited to such rights, benefits and options of any kind, under this, if any, in the amounts and on the terms and conditions, as provided in Article VIII, Employment Transfers.

6.7 HEART Act Provision: In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the participant's death and then terminated employment on account of death.

6.8 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, as soon as administratively possible after termination of employment or death of the Participant, the administrator shall pay the Participant or Beneficiary, if applicable, the Contribution Accumulation account balance as requested. The Participant may elect to receive the Contribution Accumulation in any of the benefit payment options permitted under the Plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences. This benefit shall be in addition to any Normal, Early, Disability or Deferred Vested Pension that the Participant or Beneficiary may be entitled to.

ARTICLE VII.

Optional Retirement Benefits

7.1 Joint and Survivor Options: By filing an application with the Authorized Agent prior to the start of payments, a married Participant not legally separated from his or her spouse may designate such spouse as his contingent pensioner and elect to receive a Pension payable in accordance with one of the following Actuarially Equivalent options in lieu of the Pension to which he may otherwise become entitled upon Retirement.

Option A - Joint and 100% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that 100% of such monthly benefit shall be payable to the Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant died and continuing thereafter during the remaining lifetime of such contingent pensioner through the last monthly payment on or prior to the contingent pensioner's death.

Option B - Joint and 50% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that fifty percent (50%) of such monthly benefit shall be payable to such Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant dies and continuing thereafter during the remaining lifetime of the contingent pensioner through the last monthly payment on or prior to such contingent pensioner's death.

Option C - Joint and 66 2/3% Survivor Annuity. Effective September 1, 2008, this option is not available under the Plan. An adjusted Pension payable for the joint lifetime of the Participant and his contingent pensioner, and upon the death of either, payments in the amount of sixty-six and two-thirds percent (66 2/3%) of such adjusted Pension shall be continued to the survivor pensioner during the survivor pensioner's lifetime through the last monthly payment on or prior to such survivor pensioner's death.

7.2 Other Forms of Payment: If the Employer has elected in the Joinder Agreement to provide additional optional benefit forms, the Committee may, in its sole discretion, at the request of a Participant (or contingent pensioner), direct that any benefit provided by the Plan be paid in one of the following forms, provided that payments to the Participant (or contingent pensioner) have not yet commenced and that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

Option D - Convert Defined Contribution Option to Pension. Under this form, the payee will convert the Contribution Accumulation if the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, using the Actuarial Equivalent and will be added to his Pension. No future Cost of Living adjustments, if applicable, will be made or considered in calculating the payment under this optional form.

Option E - Lump-Sum Payment. Under this form, the payee will receive a single sum payment in cash. No future Cost-of-Living adjustments will be made or considered in calculating the payment under this optional form.

Option F – Partial Lump Sum. Under this form, the payee will receive a single sum payment that is smaller than the amount payable under Option E. The Accrued Pension will be reduced by the Actuarial Equivalent of the single sum payment, and the reduced amount will be payable in accordance with Article IV or, if selected by the payee, under one of the Joint and Survivor Options in accordance with Section 7.1. In the event that part of the Accrued Pension is subject to the Cost-of-Living Option and part of the Accrued Pension is not so subject, any partial lump sum payment will reduce each part of the Accrued Pension pro rata.

Option G - Combination. Under this form, the payee will receive a combination of Options D, E, or F, as selected by the payee.

The Committee shall, if it deems appropriate, require a Participant (or contingent pensioner) to submit evidence of good health as a condition to receipt of any such form of payment, particularly any lump sum payment.

If a Pension payable under this Plan is less than fifty dollars ($50.00) per month, the Committee may direct that, in lieu of such Pension, the Actuarial Equivalent thereof shall be paid in a lump sum, or in a series of uniform monthly, quarterly, or annual amounts for life or for a designated period of time.

7.3 Restrictions on Optional Forms: If payments have not yet commenced to a Participant, a Participant may elect, change, or revoke an option if his election, change, or revocation is filed in writing with the Authorized Agent. However, an election to receive benefits in one of the forms described in Section 7.2 requires Committee approval. In the event a Participant dies after he has begun to receive benefits under this Plan, his beneficiary or contingent pensioner shall not be entitled to change the form of payment of the benefit. A Participant receiving a Disability Pension is not eligible for any of the options.

An election made pursuant to this Article shall become inoperative in the event that no contingent pensioner is surviving upon the date payments are to commence after the Participant's Retirement.

If a Participant who makes an election pursuant to the requirements of this Section continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Participant dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Participant. In the event the contingent pensioner predeceases the Participant during such continued employment, the election shall not become operative.

7.4 Other Benefits Canceled by Option: Any Aggregate Contributions, Contribution Accumulation, Pension, Severance, Death, or other benefit that would otherwise have become payable under this Plan shall be canceled and superseded by an option elected under Section 7.1 or any other form of payment elected under Section 7.2 as of the date such option or other form of payment commences.

7.5 Options by Former Employee: The provisions of this Article VII shall be applicable to any former Employees entitled to a Pension under the provisions of Article VIII-Employment Transfers.

7.6 Rollover to Another Plan or IRA: Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The Committee shall establish procedures for implementing such Direct Rollover distribution.

(a) Definitions: For purposes of this Section 7.6, the following definitions shall apply:

(i) "**Eligible Rollover Distribution**": An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income. With respect to distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code (a "traditional IRA") or a Roth individual account or annuity described in Section 408A of the Code (a "Roth IRA"), or to a qualified defined contribution, defined benefit or annuity plan described in Section 401(a) or 403(a) of the Code, or to an annuity contract described in Section 403(b) of the Code, if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) "**Eligible Retirement Plan**": An "Eligible Retirement Plan" is a traditional IRA, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, effective January 1, 2008, a Roth IRA that accepts the Distributee's Eligible Rollover Distribution, or, effective December 8, 2015, a SIMPLE IRA. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account,

an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual.

(iii) **"Distributee"**: A "Distributee" includes a Participant or former Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in § 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in plan years beginning after December 31, 2009 (or in any earlier plan year beginning after December 31, 2006 as may be specified in the adoption agreement), a distributee also includes the participant's nonspouse designated beneficiary under Section 2.1(f) of the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iv) **"Direct Rollover"**: A "Direct Rollover" is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributee.

7.7 Minimum Distribution Requirements:

(a) General Rules:

(i) **Effective Date**. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) **Precedence**. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(iii) **Requirements of Regulations Incorporated**. All distributions required under this Section will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement of Section 401(a)(9)(G), and the Income Tax Regulations thereunder.

(iv) **TEFRA Section 242(b)(2) Elections**. Notwithstanding the other provisions of this Section, other than Subsection (iii), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution:

(i) **Required Beginning Date**. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(ii) **Death of Participant Before Distributions Begin**. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then, except as provided in the adoption agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (b)(ii), other than Subsection (b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (e), distributions are considered to begin on the Participant's required beginning date (or, if Subsection (b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

(iii) **Form of Distribution**. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Subsections (c), (d) and (e) of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Determination of Amount to be Distributed Each Year:

(i) **General Annuity Requirements**. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section (d) or (e);

(3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(4) payments will either be nonincreasing or increase only as follows:

a by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

b to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

c to provide cash refunds of employee contributions upon the Participant's death; or

d to pay increased benefits that result from a plan amendment.

(ii) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(iii) **Additional Accruals After First Distribution Calendar Year**. Any additional benefits accruing to the Participant in a calendar year after the first distribution

calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime:

(i) **Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) **Period Certain Annuities.** Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions After the Participant's Death:

(i) **Death After Distributions Begin.** If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(ii) **Death Before Distributions Begin.**

a. **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed,

beginning no later than the time described in Subsection (b)(ii)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

b. **No Designated Beneficiary**. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

c. **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin**. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(ii)(1).

(f) Definitions:

(i) **Designated Beneficiary**. The individual who is designated as the beneficiary under Section 6.5 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) **Distribution Calendar Year**. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Subsection (b)(ii).

(iii) **Life Expectancy**. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Required Beginning Date**. The April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½, or if later, retires.

ARTICLE VIII.

Employment Transfers

8.1 Transfers From This Plan:

(a) To Another Category With This Employer: If a Participant is employed by the Employer under this Plan and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease; his benefits shall remain in the Fund (unless such Participant is eligible for his Normal Pension in accordance with Section 4.1); but he will not continue to accrue service for the purposes of benefit accruals or additional vesting credit for benefits under this Plan. However, if a Participant participates in any other retirement plan sponsored by the Employer within the Fund, he shall continue to accrue Service for vesting purposes under this Plan.

(b) To Another Municipality: If a Participant's employment by the Employer under this Plan is terminated by virtue of his transfer to employment with another Municipality, his participation in this Plan shall thereupon cease and he shall be subject to the following rules and requirements relating to this Plan and his right and benefits hereunder:

(1) If he is eligible for a Pension under this Plan as of the date of such employment transfer, he shall be entitled to his Pension. If he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, and he has not withdrawn his Aggregate Contributions in this Plan, then he will continue to accrue Service in this Plan for the purpose of the determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan; or

(2) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, and he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Aggregate Contributions shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of meeting eligibility requirements for benefits and for determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan and upon so meeting such eligibility requirements for benefits, he or his Beneficiaries shall be entitled to such benefits.

8.2 Transfers to This Plan:

(a) From Another Category with This Employer: Effective for Plan Years beginning on or after July 1, 1998, if a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his eligibility for benefits hereunder and not in computing the amount of

such benefits, and he shall also be subject to all the other provisions of this Plan, provided such transfer occurred prior to the adoption of this Plan. Provided, however, for Plan Years ending prior to July 1, 1998, the rules of the prior Plan document shall apply with respect to such transfers.

(b) From Another Municipality: If a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan. An Employee's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date his credited service from the other Municipality began was his date of employment with this Employer. Provided, however, no such Service shall be counted if the Participant was not 100% vested in the other Municipality's qualified retirement plan and the Participant received a distribution of his benefit under such Plan unless the distribution of his benefit was paid after becoming vested with this Employer.

(c) Previously Fully Vested With A Municipality: With respect to a Participant who was previously 100% vested in any Municipality's qualified retirement plan in the Fund, prior to becoming a Participant in this Plan, such Participant's "Service" for purposes of determining years of service for eligibility and vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the Municipality.

8.3 Notice of Transfers: After any transfer of employment referred to in Sections 8.1 or 8.2, the transferred Employee shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Employee shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Committee.

ARTICLE IX.

Administration

9.1 Administration: The Plan shall be administered by the Committee which is hereby created and established and which shall be composed of the members of the City Council of the Employer. The duties of the Committee shall be performed without compensation other than the compensation, if any, which they receive as officers of the Employer unless additional compensation is specifically provided for by action of the City Council. Any usual and reasonable expenses incurred by the Committee in the administration of this Fund and Plan shall be paid by the Employer.

(a) Committee: The Committee shall have such powers as may be necessary to discharge its duties hereunder and under the document creating the Oklahoma Municipal Retirement Fund, and under the contract for the pooling of the Fund with similar funds of other Municipalities. Such powers shall include but not be limited to the following powers and duties:

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, and the Fund, including but not limited to, the duties set forth below in Subsection 9.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 9.1(a);

(2) acting by direction to the Authorized Agent to file a petition for nomination, or otherwise nominate, and cast the ballot for the election of Trustees of the Oklahoma Municipal Retirement Funds;

(3) to construe and interpret the Plan and resolve any ambiguities with respect to any of the terms and provisions thereof as written and as applied to the operation of the Plan;

(4) decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(5) to prescribe procedures to be followed by Participants in filing applications for benefits;

(6) to make a determination as to the right of any person to a benefit and to afford any person dissatisfied with such determination the right to a hearing thereon;

(7) to receive from the Employer, the Trustees, the Trust Service Provider and the Authorized Agent, such information as shall be necessary for the proper administration of the Plan;

(8) to prepare and distribute, in such manner as it determines to be appropriate, information explaining the Plan;

(9) to furnish the Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(10) to receive and review the valuation report and certification of the Plan, prepared annually by the actuarial firm, and on the basis thereof to certify to the Employer's budgetary authority an appropriate contribution rate in time for the incorporation, when necessary, of the resulting costs in the budget, and make timely appropriations therefor;

(11) to receive and review reports from the auditor appointed by the Trustees, the City Treasurer and City Auditors, of the financial condition of the Fund;

(12) to have full power, to manage and control, the Plan and Fund and to authorize in writing, all payments from the Fund by written direction of the Authorized Agent, or otherwise; and

(13) to sue in any court of competent jurisdiction for the enforcement of any contract, claim or other right, and to defend against or to compromise, settle or otherwise dispose of any claim or suit against the Employer, the Plan, or the City Treasurer, as Treasurer of the Plan.

(14) to appoint such person or persons as necessary to perform the following:

a. to receive and separately account for, payments, appropriations, apportionments, allocations, payroll deductions, and any other assets, which are for, or consist of contributions or assets under the Plan for the Fund, which are made by the Employer, the Participants, or from any other source;

b. to transfer, remit, pay over and deliver, upon the written direction of the Authorized Agent, as soon as practicable after his receipt thereof, all such contributions and assets, to the Oklahoma Municipal Retirement Fund for management and investment;

c. to keep as evidence and permanent records, all such written directions of the Authorized Agent for such transfers and disbursements, maintain accurate accounts and records of such receipts, transfers and disbursements, and keep such other records and furnish such information and advice to the Employer, the City Council, the Committee and the Authorized Agent as may be necessary and proper for the performance of such duties in coordinating the administration and operation of the Plan;

d. maintain such records including vital statistics on health, age, sex, birth, death, Compensation and length of Service of all the Participants of the Employer or their beneficiaries who are included in the Plan or who are, or may become eligible for such inclusion, as are necessary for the proper administration of the Plan, and furnish such information as is requested by the Authorized Agent;

e. notify the Authorized Agent when any Participant is eligible for Retirement under the Plan; and

f. attend meetings of the Committee while matters pertaining to the Plan, the Participants or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Pension under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules, regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

Any such rule or decision which is not inconsistent with the provisions of the Plan shall be conclusive and binding upon all persons affected by it and there shall be no appeal from any ruling by the Committee which is within its authority.

When making a determination or calculation, the Committee shall be entitled to rely upon information furnished by the Trustees, the Trust Service Provider, the Employer, the Authorized Agent, the legal counsel of the Employer, or the actuary for the Plan.

(b) Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Fund) in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;

(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;

(3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;

(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;

(5) to assist the Committee in determining whether or not Employees are eligible for participation in the Plan;

(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and

(7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

(c) Plan Municipal Counselor: The Committee of the Employer shall appoint the legal advisor of the Employer and the Committee, and such legal advisor shall represent them in any legal matters, proceedings, or litigation.

9.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and the Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust indenture establishing Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Fund. Any agents, officials of employees of the Employer engaged in the administration for the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

9.3 Benefit Payments: All benefits which are to be paid pursuant to the provisions of the Plan, shall be paid under the direction of the Committee out of the applicable portion of the Fund, upon written directions of the Committee acting through the Authorized Agent.

9.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Participant contributions) shall be forfeited.

(b) Each Participant and Beneficiary shall file with the Committee, from time to time in writing, their post office address and each change of post office address, if any, and the Committee shall not be obliged to search for or ascertain the whereabouts of any Participant or Beneficiary. Any communication addressed to a Participant or Beneficiary at their last post office address filed with the Committee, or if no such address was filed, then at their last post office address as shown on the Employer's records, shall be binding on the Participant and the Beneficiary for all purposes of the Plan and Trust.

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim, including any applicable cost-of-living adjustments. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

9.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made to a valid power of attorney, a court appointed guardian, or any other person authorized under state law to receive the benefit. The Committee shall not be required to see to the application of any such payment, and the payee's receipt shall

be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

9.6 No Participant Loans Permitted: Loans to Participants are not permitted under this Plan. Any references to Participant Loans in the Trust Indenture establishing the Oklahoma Municipal Retirement Fund shall not be applicable to this Plan.

ARTICLE X.

Limitations

10.1 Limitations on Benefits Relating to Section 415 of Internal Revenue Code of 1986:

(a) Notwithstanding any other provision contained herein to the contrary, the benefits payable to a Participant from the Plan provided by employer contributions (including contributions picked up by the employer under Code Section 414(h)) shall be subject to the limitations of Code Section 415 in accordance with the provisions of this Article. The limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided below.

(b) Except as provided below, effective for limitation years ending after December 31, 2007, any accrued retirement benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the Plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will apply the benefit accrual limit first to the plan that is not a broad-based participation plan.

(d) The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. Section 1.415(a)-1(g)(4).

(e) The limitations of this Article shall be determined and applied taking into account the rules in Section 10.7.

10.2 Definitions: For purposes of calculating the limitations which are otherwise applicable to a Participant pursuant to Section 415 of the Code and this Plan, the following definitions shall apply.

(a) **Annual Benefit:** A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins

at the same time as such other form of benefit and is payable on the first day of each month before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. Section 1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 10.2(a)(1) or Section 10.2(a)(2).

(1) Benefit Forms Not Subject to §417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 10.2(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(2) Benefit Forms Subject to Code Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 10.2(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) **Annuity Starting Date in Plan Years Beginning After 2005.** Except as provided in Section 10.2(a)(2)(iii), if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

(a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;

(b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below); and

(c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years on or after January 1, 2008 and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008.

(ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005**. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treas. Reg. Section 1.417(e)-1(d)(2).

However, this Section does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

(iii) **Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

(a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(b) A 5.5 percent interest rate assumption and the applicable mortality table described in Section 10.2(a)(2)(iv).

(iv) **Definition of "Applicable Mortality Table."** Effective for annuity starting dates in a Plan Year beginning on or after January 1, 2008, for purposes of this Article, the "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) as described in Revenue Ruling 2007-67.

(v) **Applicable interest rate**. For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

(a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and

(c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

(b) **Compensation:** Compensation is defined as wages, differential wage payments under Code Section 3401(h) made after December 31, 2008, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. Section § 1.62-2(c), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture:

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

For Limitation Years beginning more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of

2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the Plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

Back pay, within the meaning of Treas. Reg. Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, or Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

For Limitation Years beginning after December 31, 2001, Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code Section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(c) **Defined Benefit Dollar Limitation:** Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is $160,000, automatically adjusted under Code Section 415(d) for increases in the cost-of-living, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

(d) **Employer:** For purposes of this Article, employer shall mean the employer that adopts this plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(e) **Formerly Affiliated Plan of the Employer:** A plan that, immediately prior to the cessation of affiliation, was actually maintained by the employer and, immediately after the cessation of affiliation, is not actually maintained by the employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, such as the sale of a member controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

(f) **Limitation Year: The Plan Year:** All qualified plans maintained by the employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(g) **Maximum Permissible Benefit:** The Defined Benefit Dollar Limitation (adjusted where required, as provided below).

(1) Adjustment for Less Than 10 Years of Participation: If the Participant has less than 10 years of participation with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10.

(2) Adjustment of Defined-Benefit-Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(i), as modified by (g)(2)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(ii), as modified by, Subsection (g)(2)(iii),

(i) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life

annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 10.2(g)(2)(i)(II)(A), and the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the-interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required)with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (g)(2)(ii)II.A., and the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after sixty-five (65) years of age but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at sixty-five (65) years of age is the annual amount of such annuity that would be payable under the Plan to a hypothetical member who is sixty-five (65) years of age and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Subsection (g)(2), in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsections (g)(2)(i)I. and (g)(2)(i)II.A., (g)(2)(ii)I., (g)(2)(ii)II.A., no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(iv) Notwithstanding any other provision to the contrary, for limitation years beginning on or after January 1, 1997, if payment begins before the Participant reaches sixty-two (62) years of age, the reductions in the limitations in this subsection shall not apply to a Participant who is a "qualified participant" as defined in Section 415(b)(2)(H) of the Code.

(3) Minimum benefit permitted: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed $10,000 multiplied by a fraction — (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the employer, and (II) the denominator of which is 10; and

(ii) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).

(4) For limitation years beginning on or after January 1, 1995, subsection (g)(1) of this Section, subsection (g)(1)(i) of this Section, and the proration provided under subsection (g)(3)(i) of this Section, shall not apply to a benefit paid under the Plan as a result of the Participant becoming disabled by reason of personal inquiries or sickness or amounts received by the beneficiaries, survivors or estate of the Participant as a result of the death of the Participant.

(5) Effective for years beginning after December 31, 1997, if a member repays to the Plan any amounts received because of the Participant's prior termination pursuant to Section 10.11 of this Plan, such repayment shall not be taken into account for purposes of Section 415 of the Code pursuant to Code Section 415(k)(3).

(6) For distributions made in limitation years beginning on or after January 1, 2000, the combined limit of repealed Code Section 415(e) shall not apply.

10.3 Predecessor Employer: If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in the Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

10.4 Severance from Employment: An employee has a severance from employment when the employee ceases to be an employee of the employer maintaining the Plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee's new employer maintains the Plan with respect to the employee.

10.5 Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with the period of service for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

10.6 Other Rules:

(a) **Benefits Under Terminated Plans:** If a defined benefit plan maintained by the employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the Plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(b) **Benefits Transferred From the Plan:** If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the employer and the transfer is not a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan that is not maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are treated by the employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly Affiliated Plans of the Employer:** A formerly affiliated plan of an employer shall be treated as a plan maintained by the employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(d) **Plans of a Predecessor Employer:** If the employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the employer. However, for this purpose, the Plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits; the employer and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the Plan of the predecessor employer.

(e) **Special Rules:** The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. Section 1.415(f)-1(d), (e) and (h).

(f) **Aggregation with Multiemployer Plans:** If the employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this Article.

10.7 Participant Limitation Applicable to Defined Contribution Option:

(a) General: If the Defined Contribution Option is elected in Section 12 of the Joinder Agreement, the maximum permissible amount which may be contributed or allocated to or made with respect to any Participant shall be the lesser of:

(1) $40,000, as adjusted for cost-of-living under Code Section 415(d) (the "Defined Contribution Dollar Limitation"), or

(2) 100% of the Participant's Actual Compensation for the Limitation Year.

Notwithstanding any provision of the Plan to the contrary, if the annual additions are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final §415 regulations.

(b) Definition of Annual Additions: Annual additions: The sum of the following amounts credited to a participant's account for the limitation year: (a) employer contributions; (b) employee contributions; (c) forfeitures (d) amounts allocated to an individual medical account, as defined in § 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are

treated as annual additions to a defined contribution plan; and (e) allocations under a simplified employee pension.

(c) Participation in another plan: This subsection applies if, in addition to this plan, the participant is covered under another qualified defined contribution plan maintained by the employer, a welfare benefit fund maintained by the employer, an individual medical account maintained by the employer, or a simplified employee pension maintained by the employer, that provides an annual addition as defined in subsection (b), during any limitation year. The annual additions which may be credited to a participant's account under this plan for any such limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to a participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same limitation year. If the annual additions with respect to the participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the employer are less than the maximum permissible amount and the employer contribution that would otherwise be contributed or allocated to the participant's account under this plan would cause the annual additions for the limitation year to exceed this limitation, the amount contributed or allocated will be reduced so that the annual additions under all such plans and funds for the limitation year will equal the maximum permissible amount. If the annual additions with respect to the participant under such other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the participant's account under this plan for the limitation year.

10.8 Re-employment of Former Employees: If a Participant's employment is terminated before he is eligible for a Pension and the Participant is subsequently re-employed by the Employer, the Participant shall only receive credited Service for his previous period of employment if he did not receive a distribution of Aggregate Contributions, with eligibility and vesting rules as provided under Article VIII-Employment Transfers. The Participant will receive the credited Service once he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested. If the Employer has established a new hire retirement plan, and the retired Employee has incurred a Break in Service, the retired Employee shall be enrolled in the new hire retirement plan.

If a Participant's employment is terminated before he is eligible for a Pension, the Plan provided for the Non-Contribution Option on or before such termination, and the Participant is subsequently re-employed by the Employer, then the Participant will be entitled to credit for such prior Service for benefit accrual purposes, but not for vesting purposes.

10.9 Re-employment of Retired Participants:

(a) **Deferred Vested Retired Participant:** If a former Participant retired under this Plan is re-employed by the Employer, and again becomes an Employee under the Plan, no Pension payments shall be made during the period of such re-employment. Upon the subsequent termination of such Employee's employment, the Employee shall be entitled to receive a Pension the amount of which is computed on the basis of the Plan's benefit

formula and the Employee's Average Monthly Compensation and Service with the Employer.

(b) **Retired Participants in Pay Status:** In the case of re-employment of a retired Participant who received any Pension payments prior to his re-employment, the Pension payable upon his subsequent Retirement shall be equal to the sum of (i) and (ii), as follows:

(i) the same amount he had been receiving for his prior Retirement, adjusted for any applicable cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement. If the amount was originally paid early, its new early reduction shall be recalculated to exclude the months of re-employment with no payments. Only re-employment months prior to the Participant's Normal Retirement Date would be excluded.

(ii) an amount determined solely for his Compensation and Service with the Employer after re-employment, payable in the form elected under Article V, VI or VII. The Participant does not have to select the same form of payment as for Subsection (i).

10.10 Buyback of Service: If the Employer elects in the Joinder Agreement, then notwithstanding anything to the contrary herein, a Participant who terminates employment with the Employer and receives distribution of his Aggregate Contributions may be recredited with his service if he repays his Aggregate Contributions with the interest that would have accrued on such amount under the terms of the Plan.

ARTICLE XI.

Guarantees and Liabilities

11.1 Non-Guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be contained in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 Rights to Fund Assets: No Participant shall have any right to, or interest in, any assets of the Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Participant out of the assets of the Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Fund and neither the Employer, the Trust Service Provider, the Authorized Agent, nor any individual Trustee shall be liable in any manner.

11.3 Non-Alienation of Benefits: The Fund shall be exempt from legal process and no order may be made to hold, seize, garnishee, or attach payments to any person. Except as duly required under applicable law (including any domestic relations order) benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any liability for alimony or other payments for property settlement or support of a spouse or former spouse, or for any other relative of the Participant, but excluding devolution by death or mental incompetency, prior to being received by the person entitled to the benefit under the terms of the Plan. Except as may be duly required under applicable law, the Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder and none of the unpaid Plan benefits or Trust assets shall be considered an asset of the Participant in the event of his divorce, insolvency, or bankruptcy.

11.4 Disclaimer of Liability: Neither the Employer, the Trust Service Provider, the Authorized Agent, the Trustees, nor any individual Trustee guarantees the Fund in any manner against loss or depreciation, and they shall not be liable for any act, or failure to act, which is made in good faith pursuant to the provisions of the Plan. The Employer shall not be responsible for any act, or failure to act, of the Trustees or the Trust Service Provider. The Trustees shall not be responsible for any act, or failure to act, of the Employer or the Authorized Agent.

11.5 Indemnification of Trustees: The Trustees shall be indemnified from the assets of the Fund against any and all liabilities arising by reason of any act, or failure to act, made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

11.6 Payments Under a Qualified Domestic Relations Order

(a) **General:** The Municipality shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where such Qualified Domestic Relations Order grants to an "Alternate Payee" rights in the benefit of the Participant.

(b) The term "Qualified Domestic Relations Order" means an order issued by the District Court of the State of Oklahoma pursuant to the domestic relations laws of the State of Oklahoma which relates to the provision of marital property rights to a spouse or former spouse of a Participant and which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive a portion of the benefits payable with respect to a Participant of the Plan.

(c) To qualify as an Alternate Payee, a spouse or former spouse must have been married to the Participant for a period of not less than thirty (30) continuous months immediately preceding the commencement of the proceedings from which the Qualified Domestic Relations Order issues.

(d) A Qualified Domestic Relations Order is valid and binding on the Trustees and the Participant only if it meets the requirements of this Section.

(e) A Qualified Domestic Relations Order shall clearly specify:

(1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;

(2) the amount or percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee;

(3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,

(4) each plan to which such order applies.

(a) A Qualified Domestic Relations Order meets the requirements of this Section only if such order:

(1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;

(2) does not require the Plan to provide increased benefits; and,

(3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

(f) A Qualified Domestic Relations Order shall not require payment of benefits to an Alternate Payee prior to the actual retirement date or withdrawal of the related Participant.

(g) The obligation of the Plan to pay an Alternate Payee pursuant to a Qualified Domestic Relations Order shall cease upon the death of the Participant.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall

terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

(i) This Section of the Plan shall not be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C.A. Section 1001, et seq., as amended from time to time, or rules and regulations promulgated thereunder, and court cases interpreting said Act.

(j) The Board of Trustees of the Oklahoma Municipal Retirement Fund shall promulgate such rules as are necessary to implement the provisions of this Section.

(k) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date.

(l) An Alternate Payee who has acquired beneficiary rights pursuant to a valid Qualified Domestic Relations Order must fully comply with all provisions of the rules promulgated by the Trustees pursuant to this Section in order to continue receiving his or her benefits.

(m) Nothing in this Section shall grant a spouse or former spouse of a Participant any property rights in the benefits of any Participant except as specifically authorized for Qualified Domestic Relations Orders, and no spousal consent shall be required for a Participant to elect or change elections pertaining to a benefit payable under this Plan.

ARTICLE XII.

Amendments

12.1 Right to Amend: The Employer shall have the right to make from time to time any amendment or amendments to this Plan, in whole or in part, which do not permit reversion of any part of the Fund to the Employer except as provided in Section 13.2 and which do not cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants included in the Plan. Any amendments to this Plan, in whole or in part, may be made from time to time by the Employer by ordinance in the same manner as by this original adoption ordinance, but no such amendatory action shall exceed the power and authority granted to the Employer under the laws of the State of Oklahoma.

12.2 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

12.3 Provider's Power to Amend for Adopting Employers: The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan. However, for purposes of reliance on an Opinion Letter (as defined in Rev. Proc. 2017-41), the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-Approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

ARTICLE XIII.

Termination

13.1 Right to Terminate: The Employer may at any time terminate the Plan by proper ordinance and may direct and require the Trustees to liquidate the Fund. If the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated, unless continued by a successor.

13.2 Liquidation of Fund: Upon termination of the Plan or a permanent discontinuance of Employer contributions, the assets of the Fund which have been allocated for the Participants, and interests of the Participants therein as determined by the actuaries, shall be liquidated, after provision is made for the expenses of liquidation, by the payment (or provision for the payment) of benefits accrued prior to the date of termination in the following order of precedence:

(a) The Contribution Accumulation of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement.

(b) The Aggregate Contributions of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement, less other benefit payments, if any, previously received in each case by or on behalf of each such Participant, former Employee, or other eligible Beneficiary. Any such withdrawals on the part of such persons will reduce their interests in distributions under categories (b), (c), (d) and (e) below, on a proportionate basis, as determined by the actuary. Any such person may elect not to take such withdrawals, and have the value thereof included in the actuary's determination of his distributions under categories (b), (c), (d) and (e) below.

(c) Pensions or other benefits in course of payment to retired Participants, and Beneficiaries of deceased Participants and immediate Pensions for Employees or former Employees entitled thereto under Article VIII, who have reached their Normal Retirement Dates but have not retired.

(d) Pensions deferred to Normal Retirement Date for Participation who have qualified for an Early Pension.

(e) Pensions deferred to Normal Retirement Date for Participants who have qualified for a Deferred Vested Pension.

If the funds available in any of categories (b), (c), or (d) are determined to be insufficient to provide all such benefits the funds and benefits shall be apportioned among the various persons, first in category (b), next in category (c), and next in category (d), in the same proportion as each person's accrued credits bears to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

(f) If the cost of providing for the benefits, first in category (b), next in category (c), and next in category (d) is determined to be less than the total funds available, the balance will revert to the Employer.

The benefit any such Participant is entitled to receive under this Plan shall be based on the Participant's Compensation and Service accrued with the Employer prior to the date of termination of the Plan, and his right to such benefit shall be considered as vested to the extent funded, regardless of his age and years of Service on the date of termination of the Plan.

13.3 Manner of Distribution: Any distribution after termination of the Plan or permanent discontinuance of Employer contributions, shall be made as soon as administratively feasible, at such times and in such amounts so that no discrimination results, in cash, in securities or other assets in kind (at fair market value), in continued direct payment Pensions, or in nontransferable life insurance or annuity contracts, as the Committee in its discretion, shall determine. In making such distribution, any and all determinations, divisions, appraisals, apportionments and allotments so made shall be final and conclusive and not subject to question by any person.

13.4 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another governmental unit in which such Employer is not the surviving unit, the Plan and Fund will terminate and the Fund assets shall be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan, or by the establishment of a separate Plan to which the Fund assets shall be transferred with the consent and agreement of the Employer.

13.5 Limitations: The order of priorities for distribution set forth above in Section 13.2, in the event of termination of the Plan, shall be subject to (a) the limitations provided in Article X, and (b) such distributions not being determined to be otherwise discriminatory by the Commissioner of Internal Revenue. In the event that either the limitations under Article X become effective or the Commissioner of Internal Revenue rules that the distributions are otherwise discriminatory, adjustments shall be made in the said priorities and amounts of distributions as may be necessary to satisfy the requirements of Article X or of the Commissioner as the case may be.

ARTICLE XIV.

General

14.1 USERRA: Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

14.2 No Contract Between Employer and Participant: Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

14.3 Payment of Fees: The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

14.4 Governing Law: The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

14.5 Counterpart Execution: This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

14.6 Severability: Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

14.7 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

14.8 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the

extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund.

14.9 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan. The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

14.10 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 14.10, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 29th day of February, 2024.

ATTEST:

(CORPORATE SEAL)

OKLAHOMA MUNICIPAL RETIREMENT FUND

By Donna Doolen

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 29th day of February, 2024, personally appeared Donna Doolen, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

Notary Public

My Commission Expires: 09/27/2025

(NOTARY SEAL)

OkMRF™
OKLAHOMA MUNICIPAL RETIREMENT FUND

October 29, 2024

Tracey Austin
City of Chickasha
117 N 4th St
Chickasha, OK 73018-2601

Dear Tracey:

The Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Master Plan and Joinder Agreement have recently been updated and approved by the Internal Revenue Service (IRS). The IRS requires our members to formally adopt this new plan language as well.

Documents included in this mailing:

- *DB Master and Joinder Plan Summary changes*
- 2 sets Amending Ordinance/Resolution & Joinder Document (Exhibit A) – **ACTION ITEM**
- 1 OkMRF Defined Benefit Master Plan (Exhibit B)

The plan changes are detailed in the *DB Master and Joinder Plan Summary changes*. Some of the changes are required while others provide clarification in the plan language.

Please have both sets of the Amending Ordinance/Resolution & Joinder Document approved, signed, and dated at your next meeting. After the documents are approved, please return to OkMRF:

- One ORIGINAL Ordinance/Resolution
- TWO ORIGINAL Joinders

The DB Master Plan is for you to keep with your other OkMRF documents. Once we receive your signed and approved documents, we will have our board approve and sign. We will return one fully executed Joinder to you for your files.

We are pleased to have you as an OkMRF Member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

If you would like digital copies of the documents, please email me at kbaser@okmrf.org. We can also provide your Ordinance or Resolution in word format as well. Please feel free to call me at 1-888-394-6673, ext. 104, if you have any questions in regards.

Sincerely,

Kari

enclosures

Kari M Baser, Distribution & Project Specialist

BOARD OF TRUSTEES

Shaun Barnett, Woodward, District 8
Donna Doolen, Ada, District 3
Tamera Johnson, Shawnee, District 4
Robert Johnston, Clinton, At-large
Jim Luckett, Jr, Thomas, District 7
Robert Park, Sallisaw, District 2
Melissa Reames, Stillwater, District 5
Tim Rooney, Mustang, District 6
Ed Tinker, Glenpool, District 1
George Wilkinson, Weatherford, Trustee Emeritus

1001 NW 63rd Street | Suite 260 | Oklahoma City, Oklahoma | 73116

Phone 1.888.394.6673 | Local 405.606.7880 | Fax 405.606.7879 | www.okmrf.org

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT

City of Chickasha [a municipality chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Chickasha, Oklahoma, hereby establishes a Defined Benefit Plan to be known as City of Chickasha Plan (the "Plan") in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

[ ] This instrument is a new Plan effective __ (the "Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].

[X] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally March 1, 1972. The effective date of this Joinder Agreement is **January 1, 2025** (the "Effective Date") [such date may not be prior to the first day of the Plan Year of the date of adoption], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

[X] Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors or volunteer firefighters. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[ ] Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.

[ ] Any person who, on or after the Effective Date, is an employee of the Employer and holds the position of:

- [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
- [ ] Department Head or Department Manager [ ] Finance Director or Chief Financial Officer
- [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
- [ ] _ (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

The word "Employee" shall **not** include:

[X] Any person who is currently accruing benefits under any other state or local retirement system.

[ ] Any person in the following position and who is covered under another retirement program of system approved by the City:

- [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
- [ ] Department Head or Department Manager [ ] Finance Director or Chief Financial Officer
- [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
- [ ] (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

[X] Any person who is in the position of City Manager on or after May 1, 2017 and covered under another retirement system which has been approved by the City Council [must be definitely determinable]

3. **Eligibility.**
Eligible Employees shall commence participation in the Plan: (Select only one)
[ ] _month(s)_ (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
[X] On the Employee's Employment Commencement Date.

4. **Definition of Compensation.**
Compensation shall exclude the item(s) listed below:
[ ] No exclusions.
[ ] Overtime pay. [ ] Bonuses.
[ ] Commissions. [ ] Longevity pay. [X] Severance pay.
[X] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Other: [must be definitely determinable]

5. **Average Monthly Compensation.**
The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:
[X] sixty (60) consecutive months.
[ ] thirty-six (36) consecutive months.

6. **The Employer hereby elects the following Plan design:**
[X] Mandatory Contribution Option. A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:
[X] Pick Up Option. The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant's Compensation required to be contributed as of **July 1, 1989** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
[ ] Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

7. A. **Payment Options.** The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:
[ ] Sixty (60) monthly payments.
[X] One hundred and twenty (120) monthly payments.

B. **Plan Options.** The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.
[X] Plan AAA – 3.00% with no maximum Years of Service
[ ] Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
[ ] Plan AA 2.625% [ ] Plan BB 2.25% [ ] Plan CC 1.875%
[ ] Plan A 1.50% [ ] Plan B 1.125% [ ] Plan C .75%

C. **Normal Retirement Age.** Normal retirement age shall be:
[X] age 65 with completion of five (5) Years of Service
[ ] The earlier of (i) and (ii) as follows:
(i) age 65 with completion of five (5) Years of Service
(ii) the later of (a) or (b), where (a) and (b) are as follows:
(a) [ ] age 62 [ ] _____
(b) [ ] the age at which the Participant has completed 30 Years of Service.
[ ] the age at which the Participant has completed _____ Years of Service

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.
An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

[ ] Modified Rule of 80:

The earlier of (i) and (ii) as follows:

(i) age 65 with completion of five (5) Years of Service

(ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed Years of Service in the Fund total 80 or greater. To be eligible, the Participant's age plus Years of Service in the Fund must be at least 80 prior to termination of employment (or, after termination of employment in the case of a Participant who transfers to another Municipality in accordance with Section 8.1(b) of the Plan).

Examples: 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.

2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.

3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

[Note: The Normal Retirement Age of an employer's plan must comply with the final NRA regulations under Treas. Reg § 1.401(a)-l(b) applicable to governmental pension plans effective for employees hired during plan years beginning on or after the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register.]

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

[ ] Ten Year Cliff Vesting Schedule

[ ] Seven Year Cliff Vesting Schedule

[**X**] Five Year Cliff Vesting Schedule

E. Service Credit Prior to Effective Date. The Employer hereby elects to include the following limitation of service prior to the effective date.

[**X**] No limitation

[**X**] For all purposes under the Plan

[ ] With respect to Service for purposes of vesting and attainment of Normal Retirement Age

[ ] Service credit prior to the effective date shall not exceed years

[ ] For all purposes under the Plan

[ ] With respect to Service for purposes of benefit accruals.

F. Service Buyback. The Employer hereby elects

[ ] No service buyback pursuant to Section 10.10 of the Plan

[**X**] The service buyback provisions of Section 10.10 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

[**X**] shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.

[ ] shall not be credited with Service for such period.

H. Determination of Service for City Manager. Any Participant in the position of City Manager for the City of Chickasha as of February 1, 2010, shall receive an additional two (2) years of credited Service for purposes of calculating benefits under Section 5.1 of the Plan. No early retirement reduction shall apply.

I. Determination of Service for City Treasurer. Any Participant in the position of City Treasurer for the City of Chickasha as of October 31, 2016, shall receive an additional four (4) years of credited Service for purposes of calculating benefits under Section 5.1 of the Plan (but not for vesting purposes).

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2010**.

a. [ ] The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

Plan AAA – 6.00%

Plan AA - 5.25% Plan BB - 4.50% Plan CC - 3.75%

Plan A – 3.00% Plan B - 2.25% Plan C - 1.50%

b. [**X**] The contribution formula shall be **4.00%** [insert number between 0 and twelve] of compensation.

c. [ ] The contribution as annually determined each year shall be shared by the Participant and Employer as follows: Employee portion % Employer portion %

(Participant plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Participant as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

[ ] No Cost-of-Living Option.

[**X**] Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases or decreases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be **July 1, 1974**, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment on or after the Effective Date of this Joinder Agreement, shall

[ ] be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

[ ] be increased by % effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

[**X**] not be increased unless such former Employee is subject to Section 10.8 or 10.9 of the Plan, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

[ ] Optional benefit forms under Section 7.2 of the Plan will not be permitted.

[**X**] Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):

If a Lump Sum option form of payment is requested by the Employee, then 100% of the Employee's pension benefit value must be paid in full in the form of a lump sum payment, and not combined with any other form of benefit payment option allowed under the Plan.

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

[X] Not applicable.

[ ] Participant shall be entitled to the benefit under this option as described in Sections 3.6 and 6.8 of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan, in addition to the benefit determined according to Section 7B. Each Participant shall be required to contribute to the Plan ___% of his or her Compensation. Those contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

This option shall be effective [include the earlier of the date this Option was originally adopted in a Joinder Agreement or the date of adoption in the current Plan Year].

13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Chickasha has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Chickasha

By:_____

Attest:

Title:_____

_____

Title:_____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:_____

Title:_____

Attest:

_____

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider are: McAfee & Taft A Professional Corporation, 8th Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF CHICKASHA, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF CHICKASHA, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; AND DECLARING AN EMERGENCY.

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2025**, the amended and restated Plan designated "Employee Retirement System of the City of Chickasha, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Chickasha, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Chickasha, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Benefit Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections

401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Chickasha, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

Section 7. EMERGENCY. Whereas, in the judgment of the City Council of the City of Chickasha, Oklahoma, the public peace, health, safety, and welfare of the City of Chickasha, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Chickasha on the _____ day of _____, 20_____, and was duly adopted and approved by the Mayor and City Council, on the _____ day of _____, 20_____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Chickasha

By _____
Mayor

ATTEST:

_____
Clerk

Approved as to form and legality on _____, _____.

_____
CITY ATTORNEY

CHICKASHA

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Community Development **Agenda Item No. 4.f.**

AGENDA ITEM: Authorization to sell the property between the lot located at 114 Belmont to Alfredo and Diane Moreno (A tract of Land Containing 0.64 acres more or less being a former park in a part of the Holiday Village North Addition, in the City of Chickasha, Grady County, Oklahoma) and convey the property by Quit Claim Deed.

I. BACKGROUND/DESCRIPTION:

This park area shown in the attached map was platted to be a park for the Holiday Village Addition on September 8, 1970

This park was never developed or finished by the original developer. Since then various homeowners have fenced in the land and fenced off access. This has been this way for many years.

The pervious owner listed their home at 114 Belmont including the city of Chickasha Park dedicated land as part of the land for the 114 Belmont home. During title search it was determined that the original City Park had been accidentally included in the listing and that the City of Chickasha is the owner.

At that time the new owners made a fair market value offer for the land. Since the City has not been maintaining this land ever and according to google maps historical photos it appears the land has been fenced in since 1985. I recommend the sale of this land to the new land owners who will be responsible for maintenance.

II. RECOMMENDED ACTION:

Approval of the sale

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount

NAME, TITLE	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(From)		

V. ATTACHMENTS:

1. Quit Claim Deed.docx (1)
2. DIANE MORENO - PARK PROPERTY AT HOLIDAY VILLAGE NORTH ADDITION - 10-24-2024
3. SCAN0015

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **The City of Chickasha**, the first part, in consideration of the sum of TWO THOUSAND FIVE HUNDRED & 00/100 dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged do hereby quitclaim, grant, bargain, sell and convey unto **Alfredo and Diane Moreno (husband and wife)**, party of the second part, all their right, title, interest, estate and every claim and demand, both at law and in equity, in and to all the following described real property and premises situated in Grady County, State of Oklahoma, to-wit:

PROPERTY DESCRIPTION: See attached Exhibit A

Less and except all oil, gas and other minerals

"No documentary stamp tax required pursuant to O.S. Title 68, Section 3202, Paragraph 4."

Return to: Grantor, Alfredo and Diane Moreno 114 Belmont Drive Chickasha, OK 73018

Taxes to: SAME

SUBJECT TO easements, restrictions, and mineral conveyances of record, together with all and singular the hereditaments and the appurtenances thereunto belonging.

To Have and to Hold the above-described premises unto the said party of the second part, heirs and assigns forever.

Signed and delivered this _____ day of _____, 2024

_____

STATE OF OKLAHOMA)
)
COUNTY OF _____)

Before me, a Notary Public in and for this State, on this _____ day of _____, 2024 personally appeared _____ to me known be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

_____
NOTARY PUBLIC
Commission No.:
My Commission Expires:

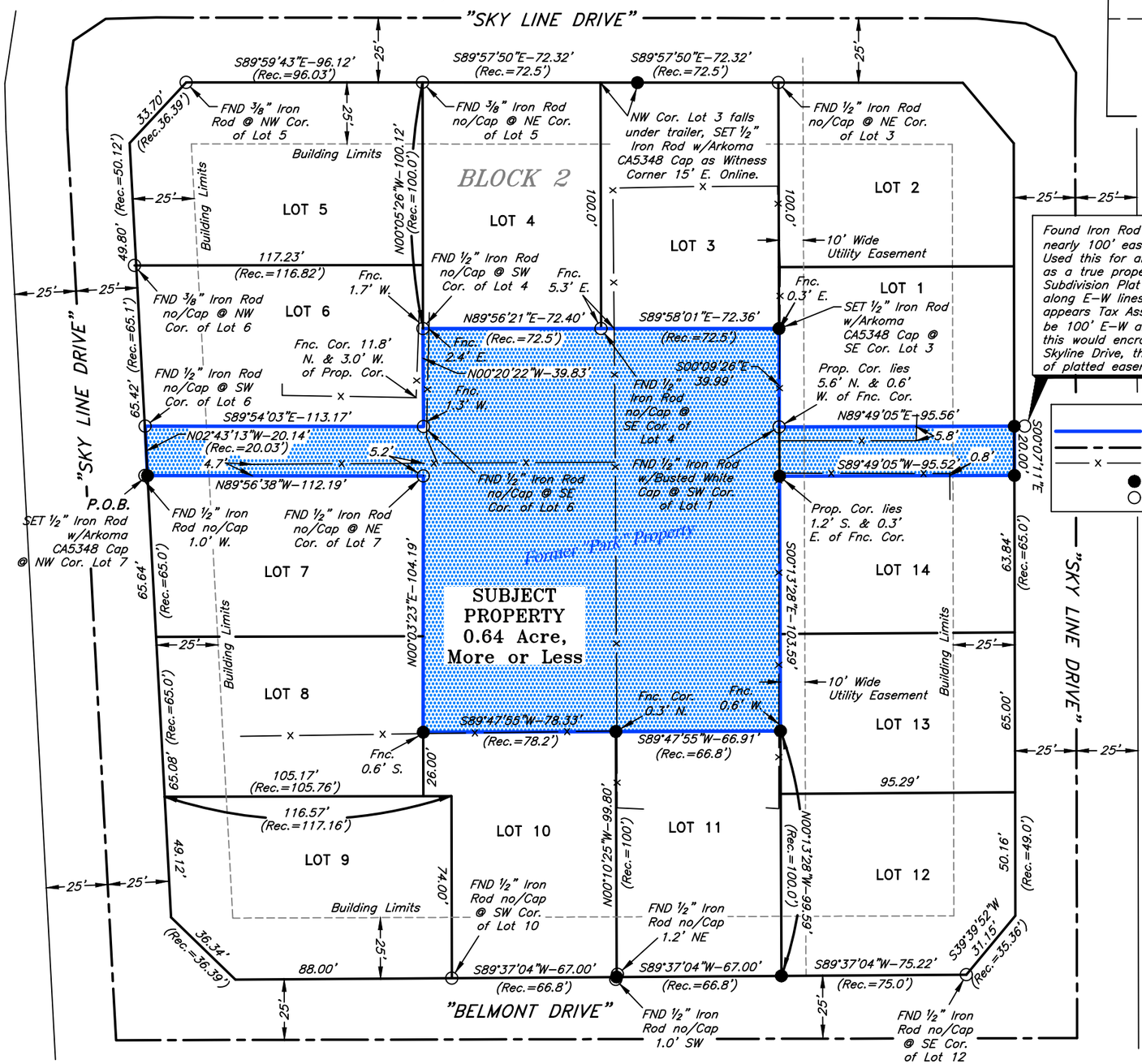
Exhibit A

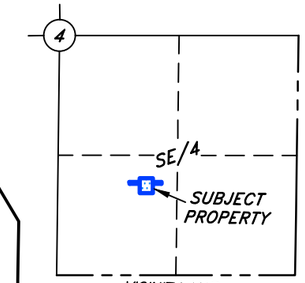
Legal Description:

A Tract of land, containing 0.64 acre, more or less, being the former "Park" in a part of the Holiday Village North Addition, in the City of Chickasha, Section 4, Township 6 North, Range 7 West of the Indian Base and Meridian, Grady County, Oklahoma, more particularly described as follows: Beginning at a Set " Iron Rod w/Arkoma CA5348 Cap at the Northwest Corner of 12" Iron Rod w/Arkoma CA5348 Cap at the Northwest Corner of Lot 7; Thence N02 43'13"W a dist. of 20.14 feet to a Found " Iron Rod at the Thence N02 43'13"W a dist. of 20.14 feet to a Found " Iron Rod at the N02°43'13"W a dist. of 20.14 feet to a Found " Iron Rod at the 12" Iron Rod at the Southwest Corner of Lot 6; Thence S89°54'03"E, along the South line of Lot 6, adist. of 113.17 feet to a Found " Iron Rod at the Southeast Corner of Lot 6; 12" Iron Rod at the Southeast Corner of Lot 6; Thence N00°20'22"W, along the East line of Lot 6, a dist. of 39.83 feet to aFound " Iron Rod at the Southwest Corner of Lot 4; Thence N89 56'21"E, along 12" Iron Rod at the Southwest Corner of Lot 4; Thence N89°56'21"E, alongthe South line of Lot 4, a dist. of 72.40 feet to a Found " Iron Rod at the 12" Iron Rod at the Southeast Corner of Lot 4; Thence S89°58'01"E, along the South line of Lot 3, adist. of 72.36 feet to a Set " Iron Rod w/Arkoma CA5348 Cap at the Southeast 12" Iron Rod w/Arkoma CA5348 Cap at the Southeast Corner of Lot 3; Thence S00°09'26"E, along the West line of Lot 1, a dist. of39.99 feet to a Found " Iron Rod w/Busted White Cap at the Southwest Corner 12" Iron Rod w/Busted White Cap at the Southwest Corner of Lot 1; Thence N89°49'05"E, along the South line of Lot 1, a dist. of 95.56 feetto a Set " Iron Rod w/Arkoma CA5348 Cap at the Southeast Corner of Lot 1; 12" Iron Rod w/Arkoma CA5348 Cap at the Southeast Corner of Lot 1; Thence S00°07'11"E, a dist. of 20.00 feet to a Set 12" Iron Rod w/Arkoma CA5348 Cap at the Northeast Corner of Lot 14; Thence S89 49'05"W, along the North line at the Northeast Corner of Lot 14; Thence S89°49'05"W, along the North line of Lot 14, a dist. of 95.52 feet to a Set " Iron Rod w/Arkoma CA5348 Cap at Set " Iron Rod w/Arkoma CA5348 Cap at 12" Iron Rod w/Arkoma CA5348 Cap at the Northwest Corner of Lot 14; Thence S00°13'28"E, along the West line of Lots14 and 13, a dist. of 103.59 feet to a Set " Iron Rod w/Arkoma CA5348 Cap at Set " Iron Rod w/Arkoma CA5348 Cap at 12" Iron Rod w/Arkoma CA5348 Cap at the Northeast Corner of Lot 11; Thence S89°47'55"W, along the North line of Lot11, a dist. of 66.91 feet to a Set " Iron Rod w/Arkoma CA5348 Cap at the Set " Iron Rod w/Arkoma CA5348 Cap at the 12" Iron Rod w/Arkoma CA5348 Cap at the Northeast Corner of Lot 10; Thence S89°47'55"W, along the North line of Lot 10, adist. of 78.33 feet to a Set " Iron Rod w/Arkoma CA5348 Cap at the Northwest Set " Iron Rod w/Arkoma CA5348 Cap at the Northwest 12" Iron Rod w/Arkoma CA5348 Cap at the Northwest Corner of Lot 10; Thence N00°03'23"E along the East line of Lots 8 & 7, a dist.of 104.19 feet to a Found " Iron Rod at the Northeast corner of Lot 7; Thence 12" Iron Rod at the Northeast corner of Lot 7; Thence N89°56'38"W, along the North line of Lot 7, a dist. of 112.19 feet to the Point of Beginning, said tract contains 0.64 Acre, more or less.

PLAT OF SURVEY

SHOWING 0.64 ACRE OF LAND, MORE OR LESS, IN A PART OF THE HOLIDAY VILLAGE NORTH ADDITION, SECTION 4, T6N–R7W, GRADY COUNTY, OKLAHOMA





VICINITY MAP
(No Scale)

Found Iron Rod w/Busted White cap nearly 100' easterly of SW Cor. Lot 1. Used this for alignment but did not honor as a true property corner. The Subdivision Plat does not show a distance along E–W lines of Lots 1, 14 or 13. It appears Tax Assessor data assumes it to be 100' E–W along said lines, however this would encroach platted easement for Skyline Drive, therefore trimmed at edge of platted easement.

–LEGEND–

- = Property Line
- = Block Line
- = Fence
- = SET ½" Iron Rod w/Cap
- = Found Monument

BASIS OF BEARINGS:
GRID NORTH – NAD 83
STATE PLANE – OK SOUTH ZONE

0' 25' 50' 75'

SCALE: 1" = 50'

DIANE MORENO
±0.64 ACRE SURVEY
Park at Holiday Village North Addition

PROPERTY DESCRIPTION:
A Tract of land, containing 0.64 acre, more or less, being the former "Park" in a part of the Holiday Village North Addition, in the City of Chickasha, Section 4, Township 6 North, Range 7 West of the Indian Base and Meridian, Grady County, Oklahoma, more particularly described as follows:
Beginning at a Set ½" Iron Rod w/Arkoma CA5348 Cap at the Northwest Corner of Lot 7; Thence N02°43'13"W a dist. of 20.14 feet to a Found ½" Iron Rod at the Southwest Corner of Lot 6; Thence S89°54'03"E, along the South line of Lot 6, a dist. of 113.17 feet to a Found ½" Iron Rod at the Southeast Corner of Lot 6; Thence N00°20'22"W, along the East line of Lot 6, a dist. of 39.83 feet to a Found ½" Iron Rod at the Southwest Corner of Lot 4; Thence N89°56'21"E, along the South line of Lot 4, a dist. of 72.40 feet to a Found ½" Iron Rod at the Southeast Corner of Lot 4; Thence S89°58'01"E, along the South line of Lot 3, a dist. of 72.36 feet to a Set ½" Iron Rod w/Arkoma CA5348 Cap at the Southeast Corner of Lot 3; Thence S00°09'26"E, along the West line of Lot 1, a dist. of 39.99 feet to a Found ½" Iron Rod w/Busted White Cap at the Southwest Corner of Lot 1; Thence N89°49'05"E, along the South line of Lot 1, a dist. of 95.56 feet to a Set ½" Iron Rod w/Arkoma CA5348 Cap at the Southeast Corner of Lot 1; Thence S00°07'11"E, a dist. of 20.00 feet to a Set ½" Iron Rod w/Arkoma CA5348 Cap at the Northeast Corner of Lot 14; Thence S89°49'05"W, along the North line of Lot 14, a dist. of 95.52 feet to a Set ½" Iron Rod w/Arkoma CA5348 Cap at the Northwest Corner of Lot 14; Thence S00°13'28"E, along the West line of Lots 14 and 13, a dist. of 103.59 feet to a Set ½" Iron Rod w/Arkoma CA5348 Cap at the Northeast Corner of Lot 11; Thence S89°47'55"W, along the North line of Lot 11, a dist. of 66.91 feet to a Set ½" Iron Rod w/Arkoma CA5348 Cap at the Northeast Corner of Lot 10; Thence S89°47'55"W, along the North line of Lot 10, a dist. of 78.33 feet to a Set ½" Iron Rod w/Arkoma CA5348 Cap at the Northwest Corner of Lot 10; Thence N00°03'23"E along the East line of Lots 8 & 7, a dist. of 104.19 feet to a Found ½" Iron Rod at the Northeast corner of Lot 7; Thence N89°56'38"W, along the North line of Lot 7, a dist. of 112.19 feet to the Point of Beginning, said tract contains 0.64 Acre, more or less.

The above description is composed under the supervision of Lance G. Mathis, L.P.L.S. #1664, on this 22nd day of October, 2024, and has a Basis of Bearings of Grid North – NAD 83 – State Plane – OK South Zone.

CERTIFICATION:
This is to certify that this Plat of Survey represents the results of a survey made on–the–ground, performed under the supervision of the undersigned, at the request of Diane Moreno, and further, that this Survey was made in compliance with the Minimum Standards for Land Surveying in Oklahoma.

LICENSED PROFESSIONAL LAND SURVEYOR
LANCE G. MATHIS
1664
OKLAHOMA

10/24/2024
LANCE G. MATHIS — L.P.L.S. #1664

NO.	REVISION	DATE	BY	APPR.

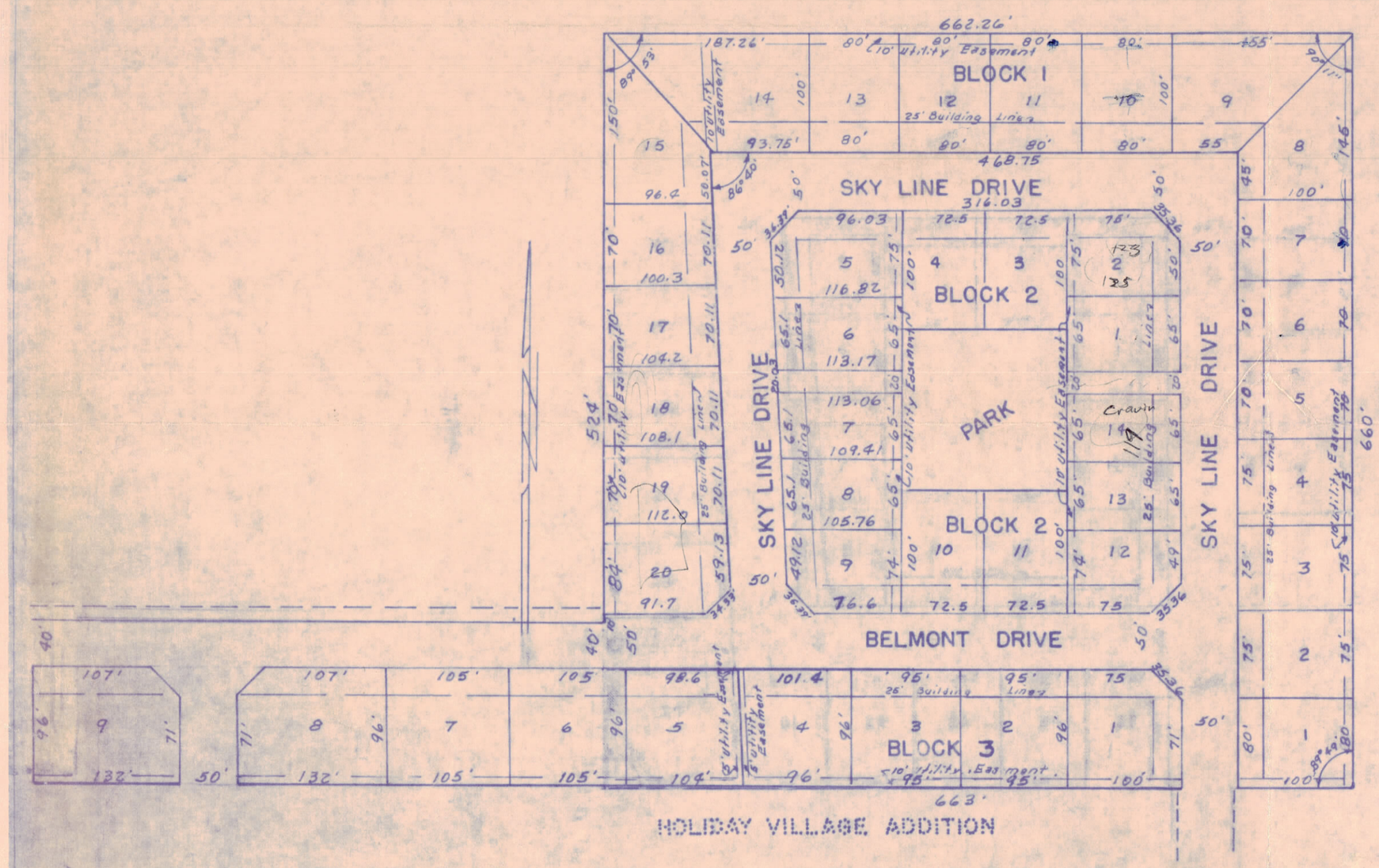
Survey Requested By:
DIANE MORENO
Chickasha, OK

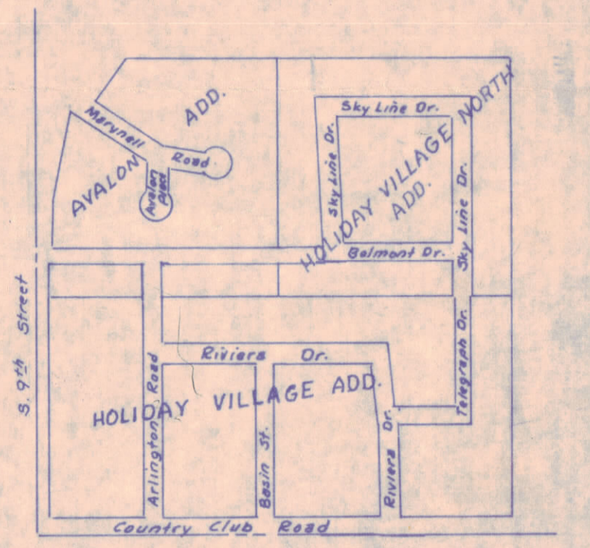
SURVEY & MAPPING BY:
ARKOMA SURVEYING AND MAPPING, PLLC
(918)465–5711 P.O. Box 238 C.A. #5348,
(918)465–5030 fax Wilburton, OK 74578 EXP. DATE 6–30–26

SURV. BY: L.C. 10/21/2024	JOB NO.: 11–475	
DRAWN BY: R.S. 10/22/2024	DRAW. NO.: 11–475–BNDRY	
APPR. BY: L.G.M.	SHEET SIZE: 11" X 17"	SHEET 1 OF 1

HOLIDAY VILLAGE NORTH ADDITION
CITY OF CHICKASHA, OKLAHOMA

STATE OF OKLAHOMA } SS
GRADY COUNTY
THIS INSTRUMENT WAS FILED AND RECORDED
on the 8 day of Sept 1970
at 1:00 o'clock P.M. and duly recorded
in Book 1 on Page 90
LONA MOSLEY, County Clerk
By: Dottie Hart Deputy





STATE OF OKLAHOMA }
COUNTY OF GRADY } SS

Comes now, Perdue Industries Inc., an Oklahoma Corporation, being first duly sworn, depose and say that they are the owners of that part of N½ SW¼ SE¼ of Section 4, T-6-N, R-7-W, I.M. described by metes and bounds as follows: Beginning at the SE Corner of N½ SW¼ SE¼ of Section 4, T-6-N, R-7-W, thence West 1164 feet, thence North 136 feet, thence East 501 feet, thence North 524 feet, thence East 662.26 feet, thence South 660 feet to the point of beginning Grady County, Oklahoma.

That they have caused same to be platted into lots, blocks, Streets and drives and easements and the width and length of same are shown on plat there to attached and made a part hereto in feet and decimals thereof.

That such hereafter be known as Holiday Village North Addition to the City of Chickasha, Oklahoma.

That they do hereby dedicate the Streets and drives and utilities Easements hereon to the use and purposes of the General Public.

PERDUE INDUSTRIES INC.
Cecil V. Perdue — President
Attest: Peggy L. Perdue — Secretary

STATE OF OKLAHOMA }
COUNTY OF GRADY } SS

On this 4th day of September, 1970, before the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Cecil V. Perdue to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

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

My Commission expires Aug 11, 1973

Margaret Brewer
Notary Public

STATE OF OKLAHOMA }
COUNTY OF GRADY } SS

Comes now, Woodrow W. Bowers, of lawful age and first duly sworn and deposes and says that he is a Registered Land Surveyor and that he was retained by Perdue Industries Incorporated to survey and plat the NE¼ SW¼ SE¼ of Section 4, T-6-N, R-7-W I.M. and that he did survey and make plat hereon, showing the lots, blocks, streets, drives and easements showing the dimensions of each hereon in feet and decimals and that same are true and correct to the best of my knowledge and belief.

Woodrow W. Bowers
Land Surveyor

STATE OF OKLAHOMA }
COUNTY OF GRADY } SS

Before me the undersigned, a Notary Public, in and for said County and State, on this 10 day of September 1969, personally appeared, Woodrow W. Bowers, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires July 29, 1973

Geraldine Cuvart
Notary Public

COUNTY TREASURER CERTIFICATE

I, J.G. Mosley, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Grady County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year 1968 and prior years on the land shown on the annexed plat of Holiday Village North an addition to the City of Chickasha, Oklahoma; that the required statutory security has been deposited in the Office of the County Treasurer, guaranteeing payment of the current years taxes. In witness whereof said County Treasurer has caused the instrument to be executed at Chickasha, Oklahoma on this 3rd day of Nov. 1969.

J. G. Mosley
County Treasurer

Approved: Delbert Cuvart Date
Chairman of Planning Commission

Approved: Samuel W. Evans Date 9-8-70
Mayor

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Finance **Agenda Item No. 4.g.**

AGENDA ITEM: Acceptance of the Financials for October 2024.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

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

V. ATTACHMENTS:

1. 20241114185720705

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

11 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
PERMITS	277,000.00	54,804.00	0.00	133,481.82	0.00	143,518.18	48.19
LICENSES	119,405.00	8,496.00	0.00	40,362.50	0.00	79,042.50	33.80
CEMETERY	85,000.00	3,891.50	0.00	23,106.25	0.00	61,893.75	27.18
FEES	52,550.00	6,434.86	0.00	32,038.18	0.00	20,511.82	60.97
RENT	3,500.00	30.00	0.00	765.00	0.00	2,735.00	21.86
STATE TAX	18,891,000.00	1,499,079.12	0.00	5,902,980.61	0.00	12,988,019.39	31.25
OTHER TAX	855,000.00	77,013.06	0.00	326,492.94	0.00	528,507.06	38.19
FRANCHISE TAX	580,000.00	63,126.30	0.00	220,447.92	0.00	359,552.08	38.01
GRANTS AND PROGRAMS	60,950.00	0.00	0.00	60,300.00	0.00	650.00	98.93
CONTRACTS/AGREEMENTS	0.00	0.00	0.00	16,800.00	0.00	(16,800.00)	0.00
SWIMMING POOL/SPORTS COM	45,500.00	0.00	0.00	8,630.39	0.00	36,869.61	18.97
MISC REVENUES	25,000.00	13,843.92	0.00	21,916.26	0.00	3,083.74	87.67
TRANSFER OTHER FUNDS-EQU	5,624,800.00	420,114.11	0.00	1,677,936.84	0.00	3,946,863.16	29.83
INTEREST	20,000.00	3,613.85	0.00	18,554.29	0.00	1,445.71	92.77
PRIOR YEAR FUND BALANCE C	949,581.00	0.00	0.00	0.00	0.00	949,581.00	0.00
*** TOTAL REVENUES ***	27,589,286.00	2,150,446.72	0.00	8,483,813.00	0.00	19,105,473.00	30.75
EXPENDITURE SUMMARY							
01-ADMINISTRATION	575,466.00	85,009.11	0.00	189,959.50	88,924.02	296,582.48	48.46
04-EMERGENCY MANAGEMENT	149,000.00	10,571.63	0.00	30,615.69	3,750.00	114,634.31	23.06
02-FIRE DEPARTMENT-PS	553,139.80	86,422.22	0.00	193,438.47	4,553.53	355,147.80	35.79
21-FIRE OPERATIONS	3,559,451.00	372,372.34	0.00	941,796.28	4,435.31	2,613,219.41	26.58
03-POLICE DEPARTMENT-PS	899,227.00	138,433.22	0.00	296,420.00	60.00	602,747.00	32.97
41-PATROL SERVICES	3,170,799.00	239,657.50	0.00	753,945.33	24,988.71	2,391,864.96	24.57
42-INVESTIGATIONS	418,551.00	27,205.57	0.00	96,799.10	0.00	321,751.90	23.13
43-ANIMAL CONTROL	347,767.20	42,639.98	0.00	103,313.37	0.00	244,453.83	29.71
44-MUNICIPAL COURT	94,726.00	7,947.80	0.00	24,172.60	0.00	70,553.40	25.52
45-DISPATCH	578,680.00	47,034.00	0.00	141,012.45	667.00	437,000.55	24.48
51-PARK MAINTENANCE	1,292,859.00	93,127.78	0.00	350,305.52	72,403.36	870,150.12	32.70
52-SPORTS COMPLEX	491,023.00	65,869.60	0.00	179,094.96	6,943.14	304,984.90	37.89
54-SHANNON SPRINGS (FOL)	137,660.00	1,910.05	0.00	8,009.81	22,442.74	107,207.45	22.12
06-CEMETERY MAINTENANC-C	472,265.00	48,611.91	0.00	193,340.08	30,766.54	248,158.38	47.45
08-LIBRARY - C&R	582,985.00	81,303.53	0.00	193,265.26	10,672.11	379,047.63	34.98
09-STREET & STORM	1,572,482.00	107,014.96	0.00	477,469.63	165,689.31	929,323.06	40.90
10-FLEET	53,072.00	11,209.79	0.00	25,309.64	350.01	27,412.35	48.35
14-FINANCE-GG	653,870.00	41,606.50	0.00	171,878.47	0.00	481,991.53	26.29
07-HUMAN RESOURCES	221,586.00	20,962.26	0.00	68,797.19	23,620.00	129,168.81	41.71
16-COMM DEVEL/PLAN SERV	332,129.00	28,494.04	0.00	86,299.56	40.00	245,789.44	26.00
18-BUILDING SERVICES	286,039.00	26,024.30	0.00	85,024.65	500.00	200,514.35	29.90
46-CODE COMPLIANCE	273,235.00	41,201.47	0.00	79,562.21	110.00	193,562.79	29.16
17-GENERAL GOVERNMENT-GG	10,862,552.00	888,139.51	0.00	3,462,974.64	8,037.50	7,391,539.86	31.95
70-GRANT(S)	10,722.00	4,428.50	0.00	10,110.16	0.00	611.84	94.29
*** TOTAL EXPENDITURES ***	27,589,286.00	2,517,197.57	0.00	8,162,914.57	468,953.28	18,957,418.15	31.29
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	(366,750.85)	0.00	320,898.43	(468,953.28)	148,054.85	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

20 -DONATIONS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
DONATIONS	12,000.00	3,356.00	0.00	9,797.50	0.00	2,202.50	81.65
INTEREST	0.00	756.51	0.00	2,994.57	0.00	(2,994.57)	0.00
*** TOTAL REVENUES ***	12,000.00	4,112.51	0.00	12,792.07	0.00	(792.07)	106.60
EXPENDITURE SUMMARY							
20-DONATIONS-GG	12,000.00	0.00	0.00	1,188.50	0.00	10,811.50	9.90
*** TOTAL EXPENDITURES ***	12,000.00	0.00	0.00	1,188.50	0.00	10,811.50	9.90
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	4,112.51	0.00	11,603.57	0.00	(11,603.57)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

23 -EMERGENCY MED SERV FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
EMS FEES	2,601,000.00	127,457.33	0.00	804,683.23	0.00	1,796,316.77	30.94
GRANTS AND PROGRAMS	726,000.00	0.00	0.00	0.00	0.00	726,000.00	0.00
INTEREST	1,993.00	2,452.87	0.00	8,342.56	0.00	(6,349.56)	418.59
*** TOTAL REVENUES ***	3,328,993.00	129,910.20	0.00	813,025.79	0.00	2,515,967.21	24.42
EXPENDITURE SUMMARY							
02-FIRE DEPARTMENT-PS	3,328,993.00	281,295.52	0.00	892,911.69	1,700.99	2,434,380.32	26.87
*** TOTAL EXPENDITURES ***	3,328,993.00	281,295.52	0.00	892,911.69	1,700.99	2,434,380.32	26.87
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	(151,385.32)	0.00	(79,885.90)	(1,700.99)	81,586.89	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

25 -CHICKASHA INDUST AUTH

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
GRANTS AND PROGRAMS	30,000.00	0.00	0.00	0.00	0.00	30,000.00	0.00
MISC REVENUES	0.00	247.00	0.00	247.00	0.00	(247.00)	0.00
TRANSFER OTHER FUNDS-EQU	612,000.00	52,622.08	0.00	233,263.28	0.00	378,736.72	38.11
INTEREST	2,500.00	345.18	0.00	1,413.56	0.00	1,086.44	56.54
PRIOR YEAR FUND BALANCE C	408,394.00	0.00	0.00	0.00	0.00	408,394.00	0.00
*** TOTAL REVENUES ***	1,052,894.00	53,214.26	0.00	234,923.84	0.00	817,970.16	22.31
EXPENDITURE SUMMARY							
25-CHICKASHA INDUSTRIAL	1,052,894.00	46,243.94	0.00	217,416.69	65,971.88	769,505.43	26.92
*** TOTAL EXPENDITURES ***	1,052,894.00	46,243.94	0.00	217,416.69	65,971.88	769,505.43	26.92
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	6,970.32	0.00	17,507.15	(65,971.88)	48,464.73	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

26 -ED-DEDICATED SALES TAX

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INTEREST	10,000.00	407.29	0.00	10,494.37	0.00	(494.37)	104.94
PRIOR YEAR FUND BALANCE C	1,490,000.00	0.00	0.00	0.00	0.00	1,490,000.00	0.00
*** TOTAL REVENUES ***	1,500,000.00	407.29	0.00	10,494.37	0.00	1,489,505.63	0.70
EXPENDITURE SUMMARY							
26-ED DED. SALES TAX	1,500,000.00	124,750.00	0.00	246,766.00	0.00	1,253,234.00	16.45
*** TOTAL EXPENDITURES ***	1,500,000.00	124,750.00	0.00	246,766.00	0.00	1,253,234.00	16.45
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	(124,342.71)	0.00	(236,271.63)	0.00	236,271.63	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

27 -E-911 FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
E-911	160,000.00	19,538.50	0.00	78,070.16	0.00	81,929.84	48.79
INTEREST	2,000.00	1,361.56	0.00	5,145.83	0.00	(3,145.83)	257.29
*** TOTAL REVENUES ***	162,000.00	20,900.06	0.00	83,215.99	0.00	78,784.01	51.37
EXPENDITURE SUMMARY							
27-EMERGENCY 911-PS	162,000.00	6,825.52	0.00	34,430.87	0.00	127,569.13	21.25
*** TOTAL EXPENDITURES ***	162,000.00	6,825.52	0.00	34,430.87	0.00	127,569.13	21.25
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	14,074.54	0.00	48,785.12	0.00	(48,785.12)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

28 -FIRE/EMS TRAINING FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TRANSFER OTHER FUNDS-EQU	100.00	0.00	0.00	20.60	0.00	79.40	20.60
INTEREST	0.00	3.21	0.00	12.70	0.00	(12.70)	0.00
*** TOTAL REVENUES ***	100.00	3.21	0.00	33.30	0.00	66.70	33.30
EXPENDITURE SUMMARY							
02-FIRE DEPARTMENT-PS	100.00	0.00	0.00	0.00	0.00	100.00	0.00
*** TOTAL EXPENDITURES ***	100.00	0.00	0.00	0.00	0.00	100.00	0.00
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	3.21	0.00	33.30	0.00	(33.30)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

29 -POLICE TRAINING FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TRANSFER OTHER FUNDS-EQU	4,000.00	185.83	0.00	656.81	0.00	3,343.19	16.42
INTEREST	500.00	125.68	0.00	496.60	0.00	3.40	99.32
*** TOTAL REVENUES ***	4,500.00	311.51	0.00	1,153.41	0.00	3,346.59	25.63
EXPENDITURE SUMMARY							
03-POLICE DEPARTMENT-PS	4,500.00	0.00	0.00	0.00	0.00	4,500.00	0.00
*** TOTAL EXPENDITURES ***	4,500.00	0.00	0.00	0.00	0.00	4,500.00	0.00
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	311.51	0.00	1,153.41	0.00	(1,153.41)	0.00

CITY OF CHICKASHA

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

31 -CHICKASHA MUNICIPAL AUTH

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
LICENSES	15,000.00	0.00	0.00	11,944.00	0.00	3,056.00	79.63
FEES	23,000.00	2,031.04	0.00	8,100.82	0.00	14,899.18	35.22
RENT	153,000.00	3,920.54	0.00	52,596.79	0.00	100,403.21	34.38
OIL & GAS	9,000.00	0.00	0.00	0.00	0.00	9,000.00	0.00
CONTRACTS/AGREEMENTS	0.00	0.00	0.00	315,000.00	0.00	(315,000.00)	0.00
UTILITY SERVICE	8,980,500.00	951,281.62	0.00	3,722,356.51	0.00	5,258,143.49	41.45
MISC REVENUES	10,000.00	138.39	0.00	81,795.66	0.00	(71,795.66)	817.96
TRANSFER OTHER FUNDS-EQU	7,510,274.00	604,081.30	0.00	2,393,140.96	0.00	5,117,133.04	31.86
INTEREST	1,525,000.00	277,029.70	0.00	1,288,854.85	0.00	236,145.15	84.52
PRIOR YEAR FUND BALANCE C	5,624,682.00	0.00	0.00	0.00	0.00	5,624,682.00	0.00
*** TOTAL REVENUES ***	23,850,456.00	1,838,482.59	0.00	7,873,789.59	0.00	15,976,666.41	33.01
EXPENDITURE SUMMARY							
30-CMA CAPITAL	1,400,000.00	81,282.93	0.00	353,038.34	172,493.22	874,468.44	37.54
31-CMA GENERAL-BT	5,285,800.00	421,594.83	0.00	1,725,650.66	5,060.27	3,555,089.07	32.74
15-UTILITY BILLING	308,353.00	25,323.18	0.00	84,493.65	85.47	223,773.88	27.43
32-PUBLIC WORKS ADMIN-BT	358,170.00	65,367.47	0.00	152,571.62	6,614.86	198,983.52	44.44
33-SANITATION-BT	2,750,292.00	214,097.92	0.00	872,615.44	3,735.01	1,873,941.55	31.86
34-WATER PLANT-BT	2,465,800.00	474,033.70	0.00	769,922.75	81,749.00	1,614,128.25	34.54
35-WASTEWATER PLANT-BT	1,261,400.00	260,069.13	0.00	434,484.54	44,596.86	782,318.60	37.98
36-LINE MAINTENANCE-BT	1,620,893.00	98,634.90	0.00	305,912.22	505,486.91	809,493.87	50.06
37-LAKE CHICKASHA-C&R	158,418.00	6,052.54	0.00	20,018.94	17,140.00	121,259.06	23.46
38-BUILDING MAINTENANCE	609,264.00	60,593.96	0.00	177,190.32	29,226.66	402,847.02	33.88
39-STORMWATER MANAGEMENT	500,000.00	3,000.00	0.00	3,000.00	0.00	497,000.00	0.60
44-WATER PLANT PROJECT	7,132,066.00	0.00	0.00	3,446,752.11	3,781,874.34	(96,560.45)	101.35
*** TOTAL EXPENDITURES ***	23,850,456.00	1,710,050.56	0.00	8,345,650.59	4,648,062.60	10,856,742.81	54.48
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	128,432.03	0.00	(471,861.00)	(4,648,062.60)	5,119,923.60	0.00

CITY OF CHICKASHA

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

39 -AIRPORT

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
RENT	86,600.00	9,438.89	0.00	34,385.56	0.00	52,214.44	39.71
GRANTS AND PROGRAMS	1,270,226.00	0.00	0.00	251,523.57	0.00	1,018,702.43	19.80
DONATIONS	45,000.00	0.00	0.00	0.00	0.00	45,000.00	0.00
OIL & GAS	225,500.00	21,694.38	0.00	87,315.09	0.00	138,184.91	38.72
MISC REVENUES	0.00	281.43	0.00	281.43	0.00	(281.43)	0.00
TRANSFER OTHER FUNDS-EQU	37,800.00	0.00	0.00	0.00	0.00	37,800.00	0.00
INTEREST	50,000.00	96.89	0.00	38,462.29	0.00	11,537.71	76.92
PRIOR YEAR FUND BALANCE C	846,788.00	0.00	0.00	0.00	0.00	846,788.00	0.00
*** TOTAL REVENUES ***	2,561,914.00	31,511.59	0.00	411,967.94	0.00	2,149,946.06	16.08
EXPENDITURE SUMMARY							
39-AIRPORT-BT	2,561,914.00	112,233.42	0.00	861,583.41	296,206.41	1,404,124.18	45.19
*** TOTAL EXPENDITURES ***	2,561,914.00	112,233.42	0.00	861,583.41	296,206.41	1,404,124.18	45.19
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	(80,721.83)	0.00	(449,615.47)	(296,206.41)	745,821.88	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

44 -ARPA TARGETED GRANTS

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
PRIOR YEAR FUND BALANCE C	77,100.00	0.00	0.00	0.00	0.00	77,100.00	0.00
*** TOTAL REVENUES ***	77,100.00	0.00	0.00	0.00	0.00	77,100.00	0.00
EXPENDITURE SUMMARY							
01-GENERAL	77,100.00	0.00	0.00	13,757.51	8,727.49	54,615.00	29.16
*** TOTAL EXPENDITURES ***	77,100.00	0.00	0.00	13,757.51	8,727.49	54,615.00	29.16
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	0.00	0.00	(13,757.51)	(8,727.49)	22,485.00	0.00

CITY OF CHICKASHA

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

52 -CAPITAL PROJECTS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
GRANTS AND PROGRAMS	2,581,895.00	0.00	0.00	0.00	0.00	2,581,895.00	0.00
OIL & GAS	200,000.00	15,542.99	0.00	51,577.74	0.00	148,422.26	25.79
INTEREST	15,000.00	3,587.43	0.00	13,710.58	0.00	1,289.42	91.40
PRIOR YEAR FUND BALANCE C	1,383,470.00	0.00	0.00	0.00	0.00	1,383,470.00	0.00
*** TOTAL REVENUES ***	4,180,365.00	19,130.42	0.00	65,288.32	0.00	4,115,076.68	1.56
EXPENDITURE SUMMARY							
CAPITAL PROJECTS	4,180,365.00	0.00	0.00	7,626.25	28,276.25	4,144,462.50	0.86
*** TOTAL EXPENDITURES ***	4,180,365.00	0.00	0.00	7,626.25	28,276.25	4,144,462.50	0.86
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	19,130.42	0.00	57,662.07	(28,276.25)	(29,385.82)	0.00

CITY OF CHICKASHA

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

53 -CIP-DEDICATED SALES TAX

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INTEREST	40,000.00	7,884.43	0.00	50,944.92	0.00	(10,944.92)	127.36
PRIOR YEAR FUND BALANCE C	4,324,000.00	0.00	0.00	0.00	0.00	4,324,000.00	0.00
*** TOTAL REVENUES ***	4,364,000.00	7,884.43	0.00	50,944.92	0.00	4,313,055.08	1.17
EXPENDITURE SUMMARY							
53-DEDICATED SALE TAX-GG	4,364,000.00	0.00	0.00	755,955.75	97,790.00	3,510,254.25	19.56
*** TOTAL EXPENDITURES ***	4,364,000.00	0.00	0.00	755,955.75	97,790.00	3,510,254.25	19.56
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	7,884.43	0.00	(705,010.83)	(97,790.00)	802,800.83	0.00

CITY OF CHICKASHA

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

54 -STREET AND ALLEY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
STATE TAX	25,000.00	0.00	0.00	0.00	0.00	25,000.00	0.00
OTHER TAX	120,000.00	11,671.88	0.00	35,114.79	0.00	84,885.21	29.26
INTEREST	1,000.00	401.44	0.00	1,554.10	0.00	(554.10)	155.41
*** TOTAL REVENUES ***	146,000.00	12,073.32	0.00	36,668.89	0.00	109,331.11	25.12
EXPENDITURE SUMMARY							
09-STREET & STORM	146,000.00	2,500.00	0.00	10,000.00	0.00	136,000.00	6.85
*** TOTAL EXPENDITURES ***	146,000.00	2,500.00	0.00	10,000.00	0.00	136,000.00	6.85
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	9,573.32	0.00	26,668.89	0.00	(26,668.89)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

56 -CEMETERY CARE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
CEMETERY	28,340.00	1,300.00	0.00	7,928.75	0.00	20,411.25	27.98
INTEREST	5,000.00	1,066.46	0.00	11,781.03	0.00	(6,781.03)	235.62
PRIOR YEAR FUND BALANCE C	151,660.00	0.00	0.00	0.00	0.00	151,660.00	0.00
*** TOTAL REVENUES ***	185,000.00	2,366.46	0.00	19,709.78	0.00	165,290.22	10.65
EXPENDITURE SUMMARY							
06-CEMETERY MAINT.-C	185,000.00	0.00	0.00	0.00	33,357.40	151,642.60	18.03
*** TOTAL EXPENDITURES ***	185,000.00	0.00	0.00	0.00	33,357.40	151,642.60	18.03
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	2,366.46	0.00	19,709.78	(33,357.40)	13,647.62	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

57 -CIP-2024 CAPITAL SALESTAX

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
TRANSFER OTHER FUNDS-EQU	5,525,647.00	438,109.98	0.00	1,724,625.07	0.00	3,801,021.93	31.21
INTEREST	30,000.00	1,006.64	0.00	3,124.15	0.00	26,875.85	10.41
*** TOTAL REVENUES ***	5,555,647.00	439,116.62	0.00	1,727,749.22	0.00	3,827,897.78	31.10
EXPENDITURE SUMMARY							
57-2024 CAPITAL SALES TAX	5,555,647.00	286,388.00	0.00	1,145,552.00	0.00	4,410,095.00	20.62
*** TOTAL EXPENDITURES ***	5,555,647.00	286,388.00	0.00	1,145,552.00	0.00	4,410,095.00	20.62
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	152,728.62	0.00	582,197.22	0.00	(582,197.22)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

61 -WATER METER FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INTEREST	2,000.00	801.07	0.00	5,691.78	0.00	(3,691.78)	284.59
*** TOTAL REVENUES ***	2,000.00	801.07	0.00	5,691.78	0.00	(3,691.78)	284.59
EXPENDITURE SUMMARY							
36-LINE MAINTENANCE-BT	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
*** TOTAL EXPENDITURES ***	2,000.00	0.00	0.00	0.00	0.00	2,000.00	0.00
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	801.07	0.00	5,691.78	0.00	(5,691.78)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

64 -POLICE BOND FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
POLICE FINES	105,200.00	6,522.02	0.00	26,190.56	0.00	79,009.44	24.90
INTEREST	2,000.00	765.88	0.00	2,996.20	0.00	(996.20)	149.81
*** TOTAL REVENUES ***	107,200.00	7,287.90	0.00	29,186.76	0.00	78,013.24	27.23
EXPENDITURE SUMMARY							
03-POLICE DEPARTMENT-PS	107,200.00	4,256.16	0.00	15,853.09	0.00	91,346.91	14.79
*** TOTAL EXPENDITURES ***	107,200.00	4,256.16	0.00	15,853.09	0.00	91,346.91	14.79
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	3,031.74	0.00	13,333.67	0.00	(13,333.67)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

68 -WATER RESOURCE FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
UTILITY SERVICE	85,000.00	7,553.70	0.00	30,149.90	0.00	54,850.10	35.47
INTEREST	5,000.00	1,209.87	0.00	12,338.52	0.00	(7,338.52)	246.77
*** TOTAL REVENUES ***	90,000.00	8,763.57	0.00	42,488.42	0.00	47,511.58	47.21
EXPENDITURE SUMMARY							
68-WATER RESOURCES	90,000.00	22.30	0.00	181.30	0.00	89,818.70	0.20
*** TOTAL EXPENDITURES ***	90,000.00	22.30	0.00	181.30	0.00	89,818.70	0.20
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	8,741.27	0.00	42,307.12	0.00	(42,307.12)	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

71 -COMBINED INSURANCE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INSURANCE	355,000.00	35,000.00	0.00	54,708.85	0.00	300,291.15	15.41
INTEREST	15,000.00	5,261.49	0.00	20,777.13	0.00	(5,777.13)	138.51
PRIOR YEAR FUND BALANCE C	500,300.00	0.00	0.00	0.00	0.00	500,300.00	0.00
*** TOTAL REVENUES ***	870,300.00	40,261.49	0.00	75,485.98	0.00	794,814.02	8.67
EXPENDITURE SUMMARY							
71-COMBINED INSURANCE-CR	870,300.00	2,000.00	0.00	74,272.70	84,965.01	711,062.29	18.30
*** TOTAL EXPENDITURES ***	870,300.00	2,000.00	0.00	74,272.70	84,965.01	711,062.29	18.30
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	38,261.49	0.00	1,213.28	(84,965.01)	83,751.73	0.00

FINANCIAL STATEMENT (UNAUDITED)

AS OF: OCTOBER 31ST, 2024

72 -COMPENSATED ABSENCES FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
INSURANCE	126,811.94	0.00	0.00	0.00	0.00	126,811.94	0.00
INTEREST	0.00	160.29	0.00	656.29	0.00	(656.29)	0.00
*** TOTAL REVENUES ***	126,811.94	160.29	0.00	656.29	0.00	126,155.65	0.52
EXPENDITURE SUMMARY							
72-COMPENSATED ABSENCES	126,811.94	0.00	0.00	21,906.57	0.00	104,905.37	17.27
*** TOTAL EXPENDITURES ***	126,811.94	0.00	0.00	21,906.57	0.00	104,905.37	17.27
** REVENUE OVER(UNDER) EXPENDITURES **	0.00	160.29	0.00	(21,250.28)	0.00	21,250.28	0.00

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Police Department **Agenda Item No. 6.a.**

AGENDA ITEM: Discussion, consideration and possible action to authorize the purchase of a 2025 Ford F250 Crew Cab with chassis (Item#1000009355) from Bill Knight Ford on State Contract #SW035 not to exceed $48,175.00 for the Animal Control Division of the Police Department.

I. BACKGROUND/DESCRIPTION:

An Animal Control vehicle is in need of replacement. The need has been planned for and budgeted in preparation for the replacement. The purchase of the 3/4 ton, 2025 Ford F250 Crew Cab 2WD vehicle will be on State Contract #SW035 through Bill Knight Ford in Tulsa. The vehicle will come with the cab and chassis only and be drop-shipped to the upfitter for the required equipment to be installed. The vehicle is not currently in stock and has to be manufactured to the desired specs. The approximate time of delivery is anywhere from 9-10 months.

II. RECOMMENDED ACTION:

Authorize the purchase of a white, 2025 Ford F250 (Item#1000009355) for the Animal Control Division from Bill KNight Ford on State Contract SW035 not to exceed $48,175.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Goebel Music Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 11.18.2024	(From)		

V. ATTACHMENTS:

1. BIll Knight Ford State Contract quote

BILL KNIGHT FORD
Fleet and Commercial Center

SW035
Category #25101507
Item # 1000009355
Dealer Name: Bill Knight Ford
Make: Ford
NEW ¾ Ton Crew Cab
Model W2A

September 20, 2024

Chickasha Police Department

Hello Layce Graham,

We are pleased to offer for your consideration one (1) new 2025 Ford F250 Crew Cab 2wd LWB XL 6.8L V8 GAS engine with the 8' bed DELETED…

Please see below for your Contract Pricing.

Base price	**$47,965.00**
Add 176" wb 8' bed	**225.00**
Add AS vinyl seats 40/20/40	**<235.00>**
Add 66D Pick up bed delete	**<375.00>**
Total price truck	**$ 47,580.00**
Drop ship @ New Way Ford (if available> 53Y600	**+ $595.00**
Total Price with drop ship	**$48,175.00**

2025 model year pricing & subject to drop ship approval from dealer

Thank you

Greg Herring
Greg Herring
Bill Knight Ford Fleet Center
(918) 526-2392 direct line
gherring@billknightauto.com

Category #25101507
Item # 1000009355

Dealer Name: Bill Knight Ford
Make Bidding: Ford

3/4 Ton Crew Cab Truck

Model Bidding: 2025 F250 CREW CAB 2WD
Model Code: W2A

Body & Chassis		Mfg Codes / Notes	Purchase Price	3 Yr Lease Price	4 Yr Lease Price	5 Yr Lease Price
Shorter Bed	Short Bed - List Length	NA F250	$0	$0	$0	$0
Longer Bed	Long Bed - List Length	8' BED / 176" WB	$225	$7	$5	$4
Bed Delete	Delete Bed	66D Bed delete add spare tire add rear camera prep kit	<375>	#VALUE!	#VALUE!	#VALUE!
Engine						
Diesel Engine	Add Diesel Engine List /Cyl/Liters/HP	99T 6.7L 4V OHV Power Stroke® V8 Turbo Diesel B20	$9,785	$291	$223	$181
Transmission						
Four Wheel Drive	Add Four Wheel Drive (4WD) w/ skid plates	W2B / Skid plate includes 17X Fx4 OFF ROAD pkg & REQUIRES ALL TERRAIN TIRES & REQUIRES E-LOCKER REAR AXLE OPTIONS.	$3,860	$115	$88	$71
Transmission	Add 5 Speed Manual Trans.	NA	$0	$0	$0	$0
PTO	Add PTO Provision	62R DIESEL ENGINE ONLY	$260	$8	$6	$5
Drive Axle						
Differential Type/Ratio	Add Limited Slip/Locking Diff	E -LOCKING AXLE	$410	$12	$9	$8
Ratio	Optional Rear Ratio List	X4M 4.30 AXLE REQUIRES E- LOCKING AXLE OPTION	$155	$5	$4	$3
Electrical						
Larger Alternator	Larger Alternator List Amps	67E 250 AMP	$85	$3	$2	$2
Dual Alternator	Add Dual Alternator List Amps	67B 1- 410 AMPS HEAVY DUTY ALTERNATOR	$115	$3	$3	$2
Dual Battery	Add Dual Batteries	86M DUAL BATTERIES	$210	$6	$5	$4
Power Supply	Add 12 Volt Power Supply to Cab	12 VT DASH	$38	$1	$1	$1
Lights	Add Daytime Running Lights	NA/942	$0	$0	$0	$0
Lights	Disable Daytime Running Lights	STANDARD	$0	$0	$0	$0
Block Heater	Add Block Heater	41H	$96	$3	$2	$2
Exterior						
Side Steps	Black	18B BLACK	$445	$13	$10	$8
Side Steps	Chrome	16C 6"	$685	$20	$16	$13
Front Bumper	Add Chrome Front Bumper	96V REQUIRES CHROME REAR BUMPER OPTION	$115	$3	$3	$2
Rear Bumper	Add Chrome Rear Bumper	96V REQUIRES CHROME FT BUMPER OPTION	$120	$4	$3	$2
Mirrors	Trailering Mirrors	STANDARD	$0	$0	$0	$0
Doors & Windows						
Door Locks & Windows	Delete Power Door Locks/Windows	N/A STANDARD OPTION	$0	$0	$0	$0
Locks	Delete Keyless Entry	REQUIRES DELETE POWER WINDOWS 90L	$0	$0	$0	$0
Locks	Add Burglar Alarm	STANDARD PASSIVE ANTI THEFT SYSTEM	$0	$0	$0	$0
Keys	Cost of Additional Keys	BKF 1-KEY & REMOTE FOB	$260	$8	$6	$5
Tinted Windows	Add Deep Tinted Glass	BKF DEEP TINT	$250	$7	$6	$5
Floor						
Floor Covering	Carpet with Floor Mats	REQUIRES UPGRADE PACKAGES XLT/STX	$0	$0	$0	$0
Mats	HD Floor Mats/ Husky Type Front Only - Available only when ordered with carpet	16T ALL WEATHER MATS/REQUIRES CARPET FLOOR	$185	$6	$4	$3
Interior						
Air Conditioning	Delete AC	STANDARD EQUIPMENT CAN NOT BE DELETED	$0	$0	$0	$0
Radio	Add AM/FM CD	CD Discontinued	$0	$0	$0	$0
Other	Smoker Pkg.	NA	$0	$0	$0	$0
Upgrade	Upgrade to next Model Level	603A XLT/REQUIRES 4WD OPTIONS & INCLUDES 7.3L V8 ENGINE	$3,985	$119	$91	$74
Special Services Package	Special Services Package Model Change	43C/120V/400W Outlet (with 40/20/40 seats, there is one in-dashmounted outlet; 2nd outlet in the console req. 40/Console/40 seats)	$175	$5	$4	$3
Seats						
Bucket Seats	Add Bucket Seats with Console	2S 40 / CONSOLE / 40 CLOTH	$281	$8	$6	$5
Seats	Delete Cloth	40 20 40 VINYL	-$235	-$6	-$4	-$3
Tires & Wheels						
Tires & Wheels	All Terrain Tires	TBM LT245 AT	$165	$5	$4	$3
Wheels	Add Chrome/Aluminium	17S STX APPERANCE PKG/ REQUIRES 4WD OPTIONS	$4,985	$148	$113	$92
Spare Tire Lock	Add Factory Spare Tire Lock	STANDARD	$0	$0	$0	$0
Towing						
Hitch	Add Hitch Wiring, Receiver	STANDARD	$0	$0	$0	$0
Electric Brake Controller	Add Electric Brake Controller	52B FACTORY IN DASH	$270	$8	$6	$5
Hooks	Add Front Tow Hooks	FRONT TOW HOOKS	$38	$1	$1	$1
Upfitter Switches	Add Factory Upfitter Switches	66S	$165	$5	$4	$3
Delivery						
Delivery Cost	Price to Deliver Truck more than 150 miles	$1.50 PER MILE OVER 150 MILES		$0	$0	$0
Other						
Options not listed	Discount off MSRP for options not listed	4%		$0	$0	$0

Category #25101507

Item # 1000009355

3/4 Ton Crew Cab Truck

Dealer Name: Bill Knight Ford
Make Bidding: Ford
Model Bidding: 2025 F250 Crew Cab
Model Code: W2A

specifications & prices are subject to change

Body & Chassis	Minimum Req.	Enter Vehicle Specifications and Manufacturer Option Codes
Gross Vehicle Weight Rating	9000 # GVW	10000# GVWR
Wheelbase/CA	List Standard CA:	WB 160" / 40" CA
Crew Cab Bed Length	Standard Bed - 6 1/2'	YES
Engine		
Engine Type (Cylinder/Liter	8 Cyl/List HP/Specs	6.8L PFI V8 engine (XL only) 405HP /450 lb.-ft. of torque
Alternate Fuel Engine	List Type	
Transmission		
Automatic	4 Speed Automatic/List Type	TorqShift®-G ten-speed automatic w/ Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas
Drive Axle		
Primary Drive Axle	Rear Wheel Drive	YES Non-Limited-Slip
Differential Type/Ratio	Reg. / List Ratio	YES Non-Limited-Slip/3.73
Electrical		
Alternator/Min (amps)	Mfg. Std. List Size	160 Amp
Battery min. (CCA)	Mfg. Std. List Size	750-CCA
Fuel		
Fuel Capacity min Liters(Gals)	Mfg. Std. List Amount in Gallons	48
Exterior		
Paint	One Color Paint	YES
Mirrors	Power Mirrors	YES Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals
Doors & Windows		
Doors	4 Doors	YES 4-Doors
Door Locks	Power Locks, Keyless Entry	YES Remote keyless entry
Windows	Power Windows	YES Power Equipment Group
Floor		
Floor Covering	Vinyl/Rubber	YES
Interior		
Air Conditioning	Front AC Req.	YES
Radio	AM/FM	AM/FM stereo/MP3 Player (four (4))SYNC® 4 — 8" LCD Capacitive Touchscreen with Swipe Capability — Wireless Phone Connection — Cloud Connected — AppLink® w/App Catalog — 911 Assist® — Apple CarPlay® and Andr
Tilt & Cruise	Tilt Wheel & Cruise Control	YES FORD CO-PILOT360™ TECHNOLOGY • AutoLamp (Auto On/Off Headlamps) • Cruise Control • Hill Start Assist
Seats		
Seating Capacity min.	5 Passenger	YES 6 PASS 40 20 40
Seats	Cloth Bench Seat	YES 1S
Rear Seat	Cloth Bench Seat	YES 1S
Safety		
Brakes	4 Wheel Antilock/ List Disc/Drums	YES 4-WHEEL ABS DISC
Restraint System All Pass	Req.	YES
Air Bags Both Sides	Req.	YES
Tires & Wheels		
Tires & Wheels	Mfg. Std. List Size	LT 245 AS 17
Spare	Full Size Spare	YES
Warranty		
Bumper to Bumper Warranty	List Warranty	3 YEAR OR 36000 MILES
Drive Train Warranty	List Warranty	5 YEAR OR 100000 MILES
	PURCHASE PRICE: CREW CAB	**$47,965**
	3YR LEASE PRICE - CREW CAB	
	4YR LEASE PRICE - CREW CAB	
	5YR LEASE PRICE - CREW CAB	
	MSRP PRICE OF BASE VEHICLE	**$52,070**

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Parks and Rec **Agenda Item No. 6.b.**

AGENDA ITEM: Discussion, consideration, and possible action to authorize payment for completion of COC-2401 Lake Chickasha Dilapidated Dock Abatement in the amount of $49,500.00

I. BACKGROUND/DESCRIPTION:

The council approved the RFP, and Slemp Welding Power Excavation was awarded the bid. The work is completed, and the lake looks great!

II. RECOMMENDED ACTION:

Staff recommends paying Slemp Welding Power Excavation for their workout at Lake Chickasha.

III. FISCAL INFORMATION - This project is a budgeted item. The awarded dollar amount is $49,500.

IV. FUND INFORMATION:

Dept. Director: Spencer Winzenried, Parks and Recreation Director	Fund	Account	Amount
	(To)31-537-6450-006		49,500.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(From) 31-537-6450-006		49,500.00

V. ATTACHMENTS:

1. IMG_2063
2. IMG_2062

INVOICE AFFIDAVIT

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

STATE OF Oklahoma)
) S.S.
COUNTY OF Caddo)

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

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

(Contractor, Supplier or Engineer)

Subscribed and sworn to me before this 28th day of October 2024.

Melissa Green
Notary

My commission expires: 11/20/27

MELISSA GREEN
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 19011757 Expires 11/20/27

INVOICE

 # INV-71

Balance Due
$49,500.00

Slemp Welding Dozer And Excavation
25191 E Gracemont Rd
Gracemont Oklahoma 73042
U.S.A
4059332078
slempwelding@gmail.com

Invoice Date :	10.27.24
Terms :	Net 15
Due Date :	11.10.24

Bill To
City of Chickisha

#	Item & Description	Qty	Rate	Amount
1	Removal and disposal of 13 docks	1.00	49,500.00	49,500.00

Sub Total	49,500.00
Total	**$49,500.00**
Balance Due	**$49,500.00**

Notes

It was great doing business with you.

Terms & Conditions

Please make the payment by the due date. Any payments not made within due date will have 15% added to bill every 30 days its late.

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Police Department **Agenda Item No. 6.c.**

AGENDA ITEM: Discussion, consideration and possible action to authorize the purchase of a Chevrolet Tahoe in the amount of $40,000.00 from the Mustang Police Department / City of Mustang.

I. BACKGROUND/DESCRIPTION:

The Police Department was budgeted for the purchase of additional patrol vehicles. We have been in communication with three vendors to obtain the best purchase value for the dollars allocated. The City of Mustang Police Department has a trade-in sales program for other police departments. The Chickasha Police Department has utilized a similar program in the past with the Kansas Highway Patrol. A 2021 Chevrolet Tahoe (VIN 1GNSCLED7MR275578) with 36,320 miles is available through the City of Mustang Police Department. The vehicle will be purchased with most of the required equipment intact, reducing the amount of unfitting required and will place it in service much faster. The total cost of the purchase with the City of Mustang Police Department will be $40,000.00.

II. RECOMMENDED ACTION:

Approve the purchase of the 2021 Chevrolet Tahoe from the City of Mustang Police Department for an amount not to exceed $40,000.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: **Goebel Music** **Chief of Police**	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 11.18.2024	(From)		

V. ATTACHMENTS:

1. City of Mustang Tahoe Resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF MUSTANG, OKLAHOMA, APPROVING AN AGREEMENT FOR SALE BETWEEN THE CITY OF MUSTANG AND THE CITY OF CHICKASHA, FOR THE SALE OF A SURPLUS POLICE VEHICLE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE DOCUMENTS TO COMPLETE THE TRANSFER; AND PROVIDING FOR SEVERABILITY.

WHEREAS, by Ordinance No. _____ approved Nov 5, 2024, the City of Mustang, Oklahoma, declared as surplus a used police vehicle described as follows:

Unit No.	Year	Make and Model	VIN	Price
240	2021	Chevrolet Tahoe	1GNSCLED7MR275578	$40,000

(the "Vehicle"), and approved the sale of the Vehicle to the City of Chickasha, Oklahoma, or to some other public agency.

WHEREAS, the City of Chickasha, Oklahoma, has expressed a need for and a desire to purchase the Vehicle for use in its law enforcement efforts.

WHEREAS, the City finds that selling the Vehicle to the City of Chickasha will enhance the ability of the Chickasha Police Department to provide protective services to the public and will also increase the ability of the Chickasha Police Department to cooperatively provide law enforcement services to the City of Mustang in event such services are requested by the City of Mustang.

WHEREAS, Section 2-197(2) of the Code of the City of Mustang, Oklahoma, allows the sale of surplus supplies without competitive bidding where the value does not exceed $50,000.00 when sold to a public agency as defined in 74 Okla. Stat. § 1003, as amended.

WHEREAS, the City of Mustang and the City of Chickasha are "public agencies" as defined in the Interlocal Cooperation Act set forth in 74 Okla. Stat. § 1003.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MUSTANG, OKLAHOMA, THAT:

1. The City Council approves the Agreement for Sale attached hereto between the City of Mustang and the City of Chickasha for the sale of the Vehicle to the City of Chickasha under the terms set forth in such agreement.

2. The City Manager of the City of Mustang is hereby authorized and directed to execute the Agreement for Sale and such other documents as necessary to effectuate the sale and to transfer title to the Vehicle to the City of Chickasha.

3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

4. This resolution shall be effective upon passage and approval by the City Council of the City of Mustang, Oklahoma.

PASSED AND APPROVED this ___ day of November, 2024.

_____
Brian Grider, Mayor

ATTEST:
[SEAL]

_____
Tammi Noblitt, City Clerk

APPROVED as to form this ___ day of November, 2024.

_____
Jonathan E. Miller, City Attorney

AGREEMENT FOR SALE BETWEEN
THE CITY OF MUSTANG AND THE CITY OF CHICKASHA

This Agreement for Sale ("Agreement") is entered into this 5th day of November, 2024, by and between the City of Mustang, a municipal corporation (hereinafter, "Mustang") and the City of Chickasha, Oklahoma (hereinafter, "Chickasha"), pursuant to the Interlocal Cooperation Act, 74 Okla. Stat. § 1001, *et seq.*

WHEREAS, the parties hereto are "public agencies" as defined in the Interlocal Cooperation Act set forth in Title 74, § 1001, *et. seq.*, the Oklahoma Statues; and

WHEREAS, the parties desire to enter into this Agreement to facilitate the sale by Mustang of one used police vehicle to Chickasha in order to enhance the ability of Chickasha Police Department to provide protective services to the public and to thereby cooperatively increase the public safety of citizens in the City of Mustang and in Chickasha.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, it is hereby agreed by and between the parties that:

1. The City of Mustang hereby sells and transfers to the City of Chickasha the following surplus police vehicle, for the price set forth beside the vehicle, and shall deliver Oklahoma Certificate of Title to Chickasha for the vehicle:

Unit No.	Year	Make and Model	VIN	Price
240	2021	Chevrolet Tahoe	1GNSCLED7MR275578	$40,000

(the "Vehicle").

2. **CHICKASHA ACCEPTS DELIVERY OF THE VEHICLE, AND ACKNOWLEDGES AND AGREES THAT THE VEHICLE IS ACCEPTED IN AN "AS IS" CONDITION, WITH ALL FAULTS, AND AGREES THAT THE TRANSFER OF THE VEHICLE FROM THE CITY OF MUSTANG TO THE CITY OF CHICKASHA IS MADE WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND ON THE VEHICLE, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THAT THE CITY OF MUSTANG WARRANTS THAT IT HAS GOOD TITLE TO THE VEHICLE, FREE AND CLEAR OF ANY ENCUMBRANCES.**

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signature and seals on the dates set forth below:

[Remainder of page intentionally left blank.]

Executed this ____ day of December, 2024.

THE CITY OF MUSTANG, OKLAHOMA

By _____

Timothy Rooney, City Manager

Executed this ____ day of December, 2024.

THE CITY OF CHICKASHA

By _____

Title: _____

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Police Department **Agenda Item No. 6.d.**

AGENDA ITEM: Discussion, consideration and possible action to authorize the purchase of a 2023 Dodge Durango Pursuit PIU / AWD for the amount $39,075.00 from the Kansas Highway Patrol.

I. BACKGROUND/DESCRIPTION:

The Kansas Highway Patrol has a patrol vehicle trade-in and sales program. The Chickasha Police Department has utilized this program several times to increase the quality of its fleet while reducing costs to the City. A 2023 Dodge Durango PIU / AWD is available from the Kansas Highway Patrol at less than 50,000 miles. The price of the vehicle is $39,075.00.

II. RECOMMENDED ACTION:

Approve the purchase of a 2023 Dodge Durango Pursuit PIU / AWD for an amount not to exceed $39,075.00 from the Kansas Highway Patrol.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: **Goebel Music** **Chief of Police**	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 11.18.2024	(From)		

V. ATTACHMENTS:

1. Chickasha Police Department OK 10-29-24

Kansas Highway Patrol
Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535

Agency Chickasha Police Department — **Invoice #:** Temporary

Address 117 N 4th Street — **Date:** 10/29/2024

City Chickasha **State** OK **Zip** 73018 — **PO#:**

Check #:

Phone 405-222-6050 **Email** goebel.music@chickashapd.org **Attn:** Chief Goebel Music

Model Year	Description	Unit #	Qty	Unit Price	Total
2023	Dodge Durango Pursuit AWD 5.7 8 spd AT	10236	1	$36,900.00	$36,900.00
	Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control				
	Used Thunderstruck TVI Bumper		1	$925.00	$925.00
	Used Interior Lights		1	$600.00	$600.00
	Used Siren System		1	$400.00	$400.00
	Used Gun Locks		2	$125.00	$250.00
	Color: White				
	VIN: 1C4SDJFT6PC554107				
	Mileage: 49218				
				Page Total	$39,075.00
				Invoice Total	**$39,075.00**

Purchasers Signature **Date**

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed

Kansas Highway Patrol
Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535

Agency	Chickasha Police Department	**Invoice #:**	Temporary
Address	117 N 4th Street	**Date:**	10/29/2024
City	**State** **Zip**	**PO#:**	
		Check #:	
Phone	405-222-6050 **Email** goebel.music@chickashapd.	**Attn:**	Chief Goebel Music

Model Year	Description	Unit #	Qty	Unit Price	Total
				Page Total	

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed

Kansas Highway Patrol
Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535

Agency Chickasha Police Department

Address 117 N 4th Street

City _____ **State** _____ **Zip** _____

Phone 405-222-6050 **Email** goebel.music@chickashapd.

Invoice #: Temporary

Date: 10/29/2024

PO#: _____

Check #: _____

Attn: Chief Goebel Music

Model Year	Description	Unit #	Qty	Unit Price	Total
				Page Total	

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed

Kansas Highway Patrol
Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535

Agency	Chickasha Police Department	**Invoice #:**	Temporary
Address	117 N 4th Street	**Date:**	10/29/2024
City	**State** **Zip**	**PO#:**	
		Check #:	
Phone	405-222-6050 **Email** goebel.music@chickashapd.	**Attn:**	Chief Goebel Music

Model Year	Description	Unit #	Qty	Unit Price	Total
				Page Total	

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed

Kansas Highway Patrol
Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535

KANSAS HIGHWAY PATROL

Agency Chickasha Police Department **Invoice #:** Temporary

Address 117 N 4th Street **Date:** 10/29/2024

City _____ **State** ____ **Zip** _____ **PO#:** _____

Check #: _____

Phone 405-222-6050 **Email** goebel.music@chickashapd. **Attn:** Chief Goebel Music

Model Year	Description	Unit #	Qty	Unit Price	Total
				Page Total	

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Administration **Agenda Item No. 6.e.**

AGENDA ITEM: Discussion, consideration and possible action to award Bid RFP COC-2406 - 2024 City Council Chambers A/V Improvements to Conference Technologies, Inc. (CTI) for an amount not to exceed $62,405.98.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action to award Bid RFP COC-2406 to Conference Technologies, Inc. (CTI) in an amount not to exceed $62,405.98.

We received bids from four companies. CTI is the low bid.

This was a design/build, so we asked companies to come on-site to look at the Council Chambers and gain an understanding of the audio challenges and design a system to address our needs.

Scope of Project:

- Acoustic mitigation (sound dampening panels) to help with the echoing and sound bouncing
  - 25 4x8 acoustic panels and 25 4x4 acoustic panels with fabric color to be determined by City Staff
- Microphones
  - Replacing 9 gooseneck microphones on the dials, 2 gooseneck microphones on the west table, 1 gooseneck microphone on the east table, 1 gooseneck microphone at the podium, and 2 handheld wireless microphones
  - Adding 5 wireless gooseneck microphones in addition to replacement microphones
- Audio System (speakers, sound bar & monitors)
  - Four speakers - two aimed at council and two at audience, for recommended sound coverage for space and listeners
  - 1 Power amplifier for the speakers
- Assisted Listening System

    - 1 assisted listening system with four belt pack receivers (will be able to be used by four total people)
- Sound System Panel
    - 1 24 channel rack mounted mixing board, with a virtual interface accessible on our existing computers, for control of microphones and any presets
- Camera System
    - 3 PTZ cameras, two mounted behind the council and one mounted mid-room above the entrance. This will replace our existing cameras and add one for better coverage of the room
- Training & Support
    - Includes 8 hours of training for staff on various aspects of the system
    - Includes one year of CTI complete service on the system

This will be funded primarily with ARPA, depleting our remaining balance, with approximately $10,000 coming out of the general fund.

II. RECOMMENDED ACTION:

Award Bid RFP COC-2406 - 2024 City Council Chambers A/V Improvements to Conference Technologies, Inc. (CTI) in an amount not to exceed $62,405.98.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Shae Mortimer, Marketing & Civic Engagement Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(44-501-6450-005)		$62,405.98

V. ATTACHMENTS:

1. COC-2406 BID TABS
2. Conference Technologies Inc - CTI
3. Vox
4. 20241022155547524
5. AVL
6. Video Reality

CITY OF CHICKASHA
RFP COC-2406
DESIGN/BUILD
2024 CITY COUNCIL CHAMBERS A/V IMPROVEMENTS
BID TABULATION SUMMARY

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

COMPANY NAME	TOTAL BID	REVISED BID PROPOSAL	BID BOND	AFFIDAVIT OF NON-COLLUSION	BUSINESS RELATIONSHIPS AFFIDAVIT	ADDENDUM 1	COMPLETION DATE
AVL SYSTEMS DESIGN	$ 99,807.00	YES	YES	YES	YES	YES	30 DAYS AFTER DESIGN APPROVAL
CONFERENCE TECHNOLOGIES, INC. (CTI)	$ 62,405.98	YES	YES	YES	YES	YES	14 WEEKS
VIDEO REALITY	$ 112,539.06	YES	YES	YES	YES	YES	12 WEEKS
VOX INDUSTRIES	$ 133,167.05	YES	NO	YES	YES	YES	12/31/2024

NOTES

1 AVL SYSTEMS, CONFERENCE TECHNOLOGIES, INC. AND VIDEO REALITY QUOTED 1 ADA-COMPLIANT ASSISTED SYSTEM WITH 4 RECEIVERS AND EAR PIECES. VOX QUOTED ONE SYSTEM, UNKNOWN QUANTITY OF RECEIVERS AND EAR PIECES.

2 AVL SYSTEMS, CONFERENCE TECHNOLOGIES, INC. AND VIDEO REALITY QUOTED NEW SWITCHER WITH 3 NEW CAMERAS. VOX QUOTED SIX NEW CAMERAS.

3 CTI AND VIDEO REALITY DID NOT PROVIDE UNIT PRICES

4 VIDEO REALITY TOTAL INCLUDES ADDITIONAL ADMIN FEE AND BONDING COSTS

5 VOX INDUSTRIES BID CONTAINS APPARENT MATH ERRORS, LISTS TWO TOTAL PRICES

CHISHOLM TRAIL CONSULTING, LLC

CITY OF CHICKASHA
RFP COC-2406
DESIGN/BUILD
2024 CITY COUNCIL CHAMBERS A/V IMPROVEMENTS
BID TABULATION DETAILED

	DATE OF BID OPENING	10/16/2024									
	TIME OF BID OPENING	1:30 p.m.		AVL SYSTEMS		CTI		VIDEO REALITY		VOX INDUSTRIES	
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	EST UNIT PRICE	EST TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	ACOUSTIC MITIGATION, DESIGNED AND INSTALLED	L. SUM	1	$ 18,290.00	$ 18,290.00		$ 25,945.91		$ 40,805.00	$ 32,440.00	$ 32,440.00
2	MICROPHONES, INSTALLED	EACH	20	$ 946.00	$ 18,920.00		$ 15,443.24		$ 26,233.30	$ 1,025.20	$ 20,504.00
3	SPEAKERS, INSTALLED	EACH	4	$ 2,416.25	$ 9,665.00		$ 2,299.86		$ 8,449.21	$ 2,337.56	$ 9,350.24
4	SOUND BARS, INSTALLED	L. SUM	1	$ -	$ -		$ -		$ -	$ 2,818.50	$ 5,637.00
5	ADA-COMPLIANT ASSISTIVE LISTENING DEVICES, INSTALLED	EACH	2	$ 2,065.00	$ 2,065.00		$ 2,439.09		$ 4,091.13	$ 2,308.00	$ 4,616.00
6	SOUND SYSTEM PANEL, INSTALLED	EACH	1	$ 25,281.00	$ 25,281.00		$ 4,179.75		$ 15,384.27	$ 16,192.29	$ 16,192.29
7	MONITORS, INSTALLED	EACH	2	$ -	$ -		$ -		$ 700.74	$ 5,690.12	$ 11,380.24
8	CAMERAS, INSTALLED	EACH	6	$ 8,232.00	$ 24,696.00		$ 10,290.14		$ 10,415.41	$ 5,307.88	$ 31,847.28
9	TRAINING, COMPLETE	HOURS	8	$ 111.25	$ 890.00		$ 1,807.99		$ 1,960.00	$ 150.00	$ 1,200.00
TOTAL					$ 99,807.00		$ 62,405.98		$ 112,539.06		$ 133,167.05

CHISHOLM TRAIL CONSULTING, LLC

RFP RESPONSE 2024

DESIGN/BUILD

2024 CITY COUNCIL CHAMBERS A/V IMPROVEMENTS

RFP COC-2406

PREPARED FOR:

CITY OF CHICKASHA

PREPARED BY:

NICK SINGER
330 W GRAY STREET SUITE 217
NORMAN, OK 73069
(405) 581-2124
OCTOBER 15, 2024

CONFIDENTIAL NOTICE
This document contains information confidential and proprietary to Conference Technologies, Inc.®
The information may not be used, disclosed, or reproduced without the prior written authorization of Conference Technologies, Inc.®

PROFILE AT A GLANCE

Corporate Name:	Conference Technologies, Inc.®
D.B.A.	CTI
Date of Establishment:	October 11, 1988
Type of Organization:	Privately Held Corporation (S-Corp)
Headquarter Address:	11653 Adie Road, Maryland Heights, MO 63043
Website:	www.CTI.com
Locations:	37 offices in 24 states
Number of Employees:	935+ full and part-time
Armed Forces Veterans:	47+
Founder(s):	Jane & Dennis Woodhouse (1988-2011)
Owner(s):	Mary Laughlin (51%) / John Laughlin (49%) (2011-Present)
Industry:	Audiovisual/Technology/Telecommunications/B2B
NAICS	334290
CSI:	Division 27 (10,11,13,15,40,41,42,51) — Communications Division 28 — Electronic Safety and Security
Contracts Vehicles Approved:	GSA (GS-03F-0124Y)/NAICS

2023 Largest Contract $8,417,102

Completed more than 3,150 projects in 2023.

Average Contract for 2023 $53,048

Completed more than 11,000 Projects Worldwide

St. Louis Office had the most projects in 2023

Completed projects in over 25 different countries.

CTI added over 1,189 New Clients in 2023

Supporting more than 1,750 Service Contracts

2023 Box Sales more than $80,000,000

58% of Fortune 100 Companies are our clients.

2023 End of year projects in progress 1391 (WIP)

43% of Fortune 500 Companies are our clients.

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SECTION 1: RFP RESPONSES

REQUIRED DOCUMENTS

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: 10/16/24	BID NO.: COC-2406	TITLE: Design / Build 2024 City Council Chambers A/V Improvements	
NO BIDS WILL BE ACCEPTED AFTER: Wednesday, October 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD: 2024-2025	
VENDORS NAME: Conference Technologies, Inc. dba (CTI)			REASON FOR NO BID:
MAILING ADDRESS: 330 W Gray Street Suite 217			
CITY: Norman	STATE: OK	ZIP: 73069	TERMS: Net 30
AREA CODE: 405	TELEPHONE NO.: 546-4080	FAX NO:	DELIVERY: upon purchase order
E-MAIL ADDRESS: nick.singer@cti.com			FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.: 43-1501713

NON-COLLUSION AFFIDAVIT

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

STATE OF Missouri, COUNTY OF St. Louis,

Jeff Bailey of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid, and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

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

JEFFREY C. BAILEY
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 11284034
My Commission Expires 09-29-2027

Conference Technologies, Inc. dba (CTI)
Bidder

Subscribed and sworn to before me this 15 day of October, 20 24

Notary

9/29/2027
My Commission Expires

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

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

STATE OF Missouri, COUNTY OF St. Louis,

Jeff Bailey 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:

N/A

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 of 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:

N/A

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:

N/A

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

JEFFREY C. BAILEY
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 11284034
My Commission Expires 09-29-2027

Conference Technologies, Inc. dba (CTI)
Bidder

Subscribed and sworn to before me this 15 day of October, 20 24

Notary

9/29/2027
My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list.

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha.
Any bid received by the awarding public agency or an officer or employee thereof, more that 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.

CHISHOLM TRAIL CONSULTING, LLC

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

ADDENDUM #1

DATE: October 15, 2024

PROJECT: City of Chickasha
RFP COC-2406 – DESIGN/BUILD
2024 City Council Chambers A/V Improvements

This Addendum clarifies, corrects or changes the Bid Documents or Contract Requirements as noted:

1. This item revises the quantity of microphones and adds clarification to the requirements for microphones. The Bid Proposal form is hereby revised. All Bidders shall complete and submit the revised Bid Proposal form, attached. Additional clarifications regarding the number of microphones are as follows:
   a. Dais – remove and replace nine (9) gooseneck microphones.
   b. West table – remove and replace two (2) gooseneck microphones.
   c. East table – remove and replace one (1) gooseneck microphone.
   d. Podium – remove and replace one (1) gooseneck microphone.
   e. Wireless handheld microphones – two (2).
   f. Additional wireless microphones (handheld or gooseneck) – five (5).
   g. Total number of microphones – twenty (20).

Receipt of Addendum #1 is hereby acknowledged by:

Conference Technologies, Inc. dba (CTI)
Name of Firm

10/16/24
Date

Nick Singer / Design Consultant
Name/Title

ALL BIDDERS MUST SUBMIT A SIGNED COPY OF THIS ADDENDUM WITH THEIR BID.

Bid Proposal REVISED

BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
1	ACOUSTIC MITIGATION, DESIGNED AND INSTALLED	L. SUM	1	$	$25,945.91
2	MICROPHONES, INSTALLED	EACH	20	$	$15,443.24
3	SPEAKERS, INSTALLED	EACH	4	$	$2,299.86
4	SOUND BARS, INSTALLED	L. SUM	1	$	$ Included in speakers
5	ADA-COMPLIANT ASSISTIVE LISTENING DEVICES, INSTALLED	EACH	2	$	$2,439.09
6	SOUND SYSTEM PANEL, INSTALLED	EACH	1	$	$4,179.75
7	MONITORS, INSTALLED	EACH	2	$	$ Included in speakers
8	CAMERAS, INSTALLED	EACH	6	$	$10,290.14
9	TRAINING, COMPLETE	HOURS	8	$	$1,807.99
TOTAL BID				$62,405.98	

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

Time of Completion: 10/16/24

Bidder: Conference Technologies, Inc. dba (CTI) By: _____

Name of Company *Signature & Title*

Mailing Address: 330 W Gray Street Suite 217, Norman OK 73069

405-546-4080 _____ nick.singer@cti.com

Phone No Fax No Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15 DAY OF October 20 24.

MY COMMISSION EXPIRES:

9/29/2027

NOTARY PUBLIC

JEFFREY C. BAILEY
Notary Public, Notary Seal
State of Missouri
St. Louis City
Commission # 11284034
My Commission Expires 09-29-2027

COC-2406 Page **2** of **7**

SCOPE OF WORK

Proposal Number: **J24290119**
Proposal Date: **10/15/2024**

Prepared for: The City of Chickasha
Attn: Shae Mortimer
Phone: (405) 222-6021
Email: shae.mortimer@chickasha.org

Prepared by: Nick Singer
Phone: 405-581-2124
Email: nick.singer@cti.com

Bill to: The City of Chickasha
117 N 4TH ST
CHICKASHA, OK
73018-2601

Ship to: The City of Chickasha
117 N 4TH ST
CHICKASHA, OK
73018-2601

Project Scope:
CTI Project #: J24290119

Acoustic Panels:
1. Install 25 - 4'x8' acoustic panels and 25 - 4'x'4' acoustic panels around the room with fabric color to be determined by the customer
2. Panels will cover portions of each wall working around existing objects and architecture

Microphone System:
1. Nine (9) gooseneck microphones will be installed on the dais
2. Two (2) gooseneck microphones will be installed at the west table
3. One (1) gooseneck microphone will be installed at the east table
4. One (1) gooseneck microphone will be installed at the podium
5. Two (2) handheld wireless microphones will be installed with the system
6. Five (5) wireless, gooseneck microphones will be added to the system
7. The client is responsible for providing 10 IP addresses on OFE network for wireless microphone and mixing devices

Audio System (Speakers, Soundbar and Monitors are combined here):
1. Install four (4) small, black speakers, two aimed at the council, two at the audience for recommended sound coverage for space and listeners
2. Install one (1) power amplifier for the speakers

Assisted Listening System:
1. Install one (1) assisted listening system with four (4) belt pack receivers

Sound System Panel:
1. Install one (1) 24 channel rack mounted mixing board with virtual interface on OFE computer for control of microphones and any presets

Camera System:
1. Three (3) PTZ cameras, two mounted behind the council and one mounted mid-room above the entrance will be run to an OFE switcher and camera control unit

Training and support:
1. Include 8 hours of training for staff on the various aspects of the system
2. Systems installed also include one year of CTI complete service on the system

TIMEFRAME

To complete the work outlined in the project scope, we will need approximately 14 weeks from proposal acceptance. A project manager will be assigned to communicate with you at critical milestones. Upon notice to proceed, we will begin your project plan immediately.

PHASE	WEEK
Notice to Proceed & Project Kickoff	1
Engineering	2
Procurement	3
Programming & Rack Fabrication	8
Onsite Installation	12
Commissioning & Training	14

YOUR INVESTMENT

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

PROPOSAL SUMMARY

DESCRIPTION	PRICE
Equipment	$36,657.89
Implementation Services	$25,748.09
Subtotal	$62,405.98
Tax	$0.00
Grand Total	**$62,405.98**

RECOMMENDED

DESCRIPTION	PRICE
2 Additional Years CTI Complete Service Agreement	$5,353.73
4 Additional Years CTI Complete Service Agreement	$10,707.46

DOWN PAYMENT REQUIREMENTS

Down payment of 60% required to initiate order.

BILL OF MATERIALS

ACOUSTIC TREATMENT

Manufacturer	Description
General: $16,408.90	
Perdue Acoustics	25 - 48EW 4' x 8' - EconoWedge Diffsorber, 25 - 44EW 4' x 4' - EconoWedge Diffsorber

MICROPHONE SYSTEM

Manufacturer	Description
General: $6,847.35	
Audinate	Dante AVIO 2 Ch Output Adapter
Shure	8-CH ACCESS POINT TRANSCEIVER
Shure	Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen
Shure	BLX288 DUAL SM58 VOCAL SYSTEM
Audio Systems Equipment: $3,330.30	
Shure	10" Shock-Mounted Gooseneck, Supercardiod, less Preamplifier
Shure	DESKTOP BASE TRANSCEIVER

AUDIO SYSTEM

Manufacturer	Description
Audio Systems Equipment: $991.91	
Biamp	REVAMP2060T
SnapOne	Yamaha Pro 70V/8-ohm Surface Mount Speaker - 4" | Black (Pair)
RDL	1 CH AUDIO XFMR CONVERTER

ASSISTED LISTENING SYSTEM

Manufacturer	Description
Audio Systems Equipment: $1,402.48	
Listen	Listen iDSP Prime Level I Stationary RF System (216 MHz)

SOUND SYSTEM PANEL

Manufacturer	Description
General: $1,050.28	
Soundcraft	24 channel digital mixer

CAMERA SYSTEM

Manufacturer	Description
Video Systems Equipment: $6,626.67	
HuddleCam	Small Camera Wall Mount for HC3X, HC10X, HC10X-720 (Black)
NewTek	NDI|HX PTZ3 Camera - Black

STANDARD DISCLAIMER

CTI provides for twelve (12) months of CTI Complete on all system purchases. CTI warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 30% upon substantial completion, and 10% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restocking fees may apply. This proposal is valid for fourteen (14) days.

Installation Description and Requirements

Provided by CTI: If installation is purchased, CTI will install all A/V components. CTI will also perform all programming, alignments, and end-user training. CTI will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

Provided by Others

Electrical requirements are to be provided by others unless specifically included in CTI Scope of Work.

Statement

This system proposal is the property of CTI and is delivered with the sole intent of being viewed by management of The City of Chickasha for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor, or CTI competitor without the written consent of CTI Any effort to do so will be considered a violation of copyright law.

SECTION 2: COMPANY OVERVIEW

ABOUT US

IT IS ALL ABOUT OUR PEOPLE.

Since we began in 1988, our goal has been to provide custom, superior technology services. These include design, engineering, training, and support for professional audio, video, visual, and control systems. Our model has also evolved to develop IP network design, video conferencing, web casting, collaborative systems, and unified communications as technology continues to advance.

Our executive leaders are committed to the relationships they have formed throughout the industry with vendors, clients, and trade partners. Everyone on the CTI team understands that they are a network of professionals whose purpose is to provide AV solutions while utilizing the experience and training from their respective backgrounds. The result is a diverse team with rich knowledge from all aspects of technology in engineering design, IT, media, and installation, located all over the country.

WHY CHOOSE US?

We understand that there are other AV integrators who you can call. What we have learned along the way from our loyal customers is that they are not all created equal. We are specialists who ensure our technology, processes, and staff are the most knowledgeable and efficient resource to serve you. We have a pulse on the present and an outlook to the future. We are not content to be idle and react to the industry trends but are driven to steer the direction of AV-IT convergence and embrace the vast changes ahead in the field. As you will see from our solutions and services in this guide, we are a comprehensive provider for all your AV, IT, and Communication needs. Please contact us to learn more about the information found here or any other technology questions you may have. We are here to help.

OUR PEOPLE

WE ELEVATE INDUSTRY TALENT AND PLEDGE TO BE YOUR AV AUTHORITY

At CTI we take great pride in our commitment and investment in our people. As an APEx certified company, we are proud to stand behind AVIXA standards for the audiovisual industry. These standards, for system design and coordination, and system verification, show that our company can facilitate communication on all levels of a project, and most importantly, deliver a verified system that meets the client needs. Our specialists are bound not only to the technical proficiency of these certifications but a code of ethics, professionalism, and practice, to the highest standards. Our technical personnel also earn multiple manufacturer certifications through AMX, Crestron, Polycom, and Biamp to name a few, and maintains continuous career training to remain highly ranked in our advancing field. We value the importance of professional development and invest heavily in our employees to empower them for success as top-notch solutions providers to you.

OUR PURPOSE

Our goal is to be the AV specialist you trust. We are dedicated to building on our experience and providing you the most skilled engineers, integrators, and advisors. We invest in quality resources and planning because you do too. We are worldwide AV experts that you can count on.

OUR PROMISE

Your investment in technology is significant and analyzed with diligence at CTI We will guide your plan with thoughtful, innovative action. We work to know your systems inside and out and will be here to help them evolve for years to come.

HISTORY & MILESTONES

1988	CTI Founded in Saint Louis, Missouri by Jane, and Dennis Woodhouse.
1991	CTI formally establishes company Headquarters in Saint Louis, Missouri.
1997	Winners of the Saint Louis Regional FAST 50 Technology Award.
1998	Presentations Magazine awards Conference Technologies, Inc. with Best Presentation Room Award.
1998	Winners of the Saint Louis Regional FAST 50 Technology Award.
1999	Winners of the Saint Louis Regional FAST 50 Technology Award.
2000	Winners of the Saint Louis Regional FAST 50 Technology Award.
2001	Office opens in Overland Park, Kansas.
2001	Winners of the Saint Louis Regional FAST 50 Technology Award.
2003	Office opens in Memphis, Tennessee
2004	Office opens in Omaha, Nebraska
2004	Expanded operations to Wichita, Kansas / Acquired Visual Works' Assets Wichita, Kansas
2005	Office opens in Peoria, Illinois
2006	Office opens in Wichita, Kansas.
2007	Omaha office relocates to larger facility.
2008	Acquired VMI's assets - Saint Louis, Missouri
2009	Headquarter relocated to larger facility in Saint Louis, Missouri
2009	John Laughlin named President, Chief Executive Officer (CEO).
2009	Office opens in Little Rock, Arkansas
2010	Expanded operations to Brookings, South Dakota
2011	Expanded operations to San Jose, California
2011	Mary and John Laughlin named Owners of Conference Technologies, Inc.
2012	Overland Park, Kansas office relocates to larger facility.
2012	Recognized by the NSCA for Excellence in Business - Growth Strategies
2012	Acquired Media Images, increasing capabilities of our Live Event Team
2012	Conference Technologies, Inc. refreshes company logo
2013	Acquired Pratt AV assets, expand operations in Iowa (Des Moines, Cedar Rapids, Quad Cities)
2013	Acquired Dascom assets, expand operations in Milwaukee, Wisconsin
2013	Acquired United Visual assets, expanding operations in Chicago, Illinois
2013	San Jose, California office opens
2013	Chicago, Illinois and Cedar Rapids, Iowa offices relocate to bigger facilities.
2013	Acquired Saint Louis AV, increasing the size and inventory of our sales & event production department
2014	San Jose, CA office relocates to more centralized location for San Francisco Bay area.
2014	Expanded capabilities to Phoenix, Arizona
2015	Acquired Industrial Audio/Video Inc. (IAV) expanding into Houston, Texas
2015	Acquired assets of Universal Audio Video Productions increasing capabilities of our LE Team
2016	Expanded capabilities / Office opens in Austin, TX
2017	Winners of the NSCA 2017 Excellence in Business Award
2017	Acquired TVS communications assets expanding operations in Detroit, Michigan
2017	Acquired assets of ECS Technologies / Quad cities offices merged/relocated to bigger facilities.
2017	Expanded capabilities / Office opens in Nashville, Tennessee
2018	Expanded capabilities / Office opens in Dallas, Texas
2018	Expanded capabilities / Office opens in Grand Rapids, Michigan
2018	Acquired Digital Meeting Solutions expanding operations in Indianapolis, Indiana
2019	Acquired Techteriors expanding into residential AV (Wisconsin only)
2019	Acquired Comprehensive Technical Group, expanding operations in Atlanta, Georgia
2020	Expanded capabilities in Denver, Colorado and Seattle, Washington
2021	Expanded capabilities in Columbus, Ohio, and Oklahoma City, Oklahoma
2021	Acquired AVPG, increasing the size and inventory of our event production department in Houston, TX
2022	Acquired ProVideo, increasing our capabilities in the Ohio Valley region
2022	Expanded operations in the New York region with an office in Lyndhurst, New Jersey
2022	Expanded capabilities / Office opens in SoCal and Expanded operations in Charlotte, North Carolina
2023	Expanded capabilities / Office opens in Bentonville, AR
2023	Expanded capabilities / Office opens in Raleigh, North Carolina and Expanded operations in Washington, D.C.
2023	Conference Technologies, Inc. rebrands as CTI and launches new website under cti.com domain
2024	CTI acquired Vistacom expanding operations to Allentown, Pennsylvania
2024	Expanded capabilities / Office opens in San Antonio, Texas, Minneapolis, Minnesota and Birmingham, Alabama

LOCATIONS

COVERAGE

37 Offices
24 States

CORPORATE HQ	11653 Adie Rd.	Saint Louis, MO 63043	Office: 314.993.1400	
ALLENTOWN 34	**COLUMBUS** 25	**KANSAS CITY** 2	**OMAHA** 4	**SOCAL** 29
1902 Vultee St. Allentown, PA 18103 Office: 610.791.9081	7063 Huntley Rd. Worthington, OH 43229	13228 W 99th St. Lenexa, KS 66215 Office: 913.894.2500	14990 Shepard St. Ste. 600 Omaha, NE 68138 Office: 402.593.6750	15300 Valley View Ave. Ste. A13 La Mirada, CA 90638 Office: 800.743.6051
ATLANTA 22	**DALLAS** 19	**LITTLE ROCK** 7	**PEORIA** 5	**TOLEDO** 27
1230 Kennestone Cir. Ste. 140 Marietta, GA 30066 Office: 404.352.3000	3794 Arapaho Rd. Addison, TX 75001 Office: 469.941.4130	1419 Westpark Dr. Ste. A Little Rock, AR 72204 Office: 501.375.2800	884 N. Main St. Morton, IL 61550 Office: 309.698.8150	6953 McNemey Dr. Northwood, OH 43619 Office: 800.743.6051
AUSTIN 16	**DES MOINES** 9	**LYNDHURST** 28	**PHOENIX** 14	**QUAD CITIES** 10
11525 Stonehollow Dr. Ste. 155A Austin, TX 78758 Office: 512.584.8275	333 Southwest 9th St. Ste. N Des Moines, IA 50309 Office: 515.280.9800	1099 Wall St. W Lyndhurst, NY 07071 Office: 800.743.6051	15915 S 46th St. Phoenix, AZ 85048 Office: 480.816.7526	3513 Vine Ct. Davenport, IA 52806 Office: 563.359.1825
BENTONVILLE 31	**DENVER** 23	**MEMPHIS** 3	**RALEIGH** 32	**WICHITA** 6
1211 SE 28th St. Ste. 1 Bentonville, AR 72712 Office: 479.434.1342	6950 S. Tucson Way Ste. E Centennial, CO 80112 Office: 800.743.6051	2013 Fletcher Creek Memphis, TN 38133 Office: 901.360.8332	633 Hutton St. Ste. 101 Raleigh, NC 27606 Office: 984.308.0291	248 North Cleveland Ave. Wichita, KS 67214 Office: 316.651.0119
BIRMINGHAM 37	**DETROIT** 17	**MILWAUKEE** 11	**SAINT LOUIS** 1	**WASHINGTON D.C.** 33
Coming Soon! Birmingham, AL 35209 Office: 800.743.6051	1307 East Maple Rd. Troy, MI 48083 Office: 248.362.3335	4508 West Burnham St. W. Milwaukee, WI 53129 Office: 262.790.1130	11687 Adie Rd. Saint Louis, MO 63043 Office: 314.993.1400	1900 Reston Metro Plaza Ste. 600 Reston, VA 20190 Office: 800.743.6051
CEDAR RAPIDS 8	**GRAND RAPIDS** 20	**MINNEAPOLIS** 36	**SAN ANTONIO** 35	
820 North 15th Ave. Hiawatha, IA 52233 Office: 319.363.8144	3883 Linden Ave SE Ste. A&B Wyoming, MI 49548 Office: 616.258.2858	412 Gateway Blvd. Burnsville, MN 55337 Office: 800.743.6051	12223 San Pedro Ave. San Antonio, TX 78216 Office: 800.743.6051	
CHARLOTTE 30	**HOUSTON** 15	**NASHVILLE** 18	**SAN FRANCISCO** 13	
13900 South Lakes Drive Ste. A Charlotte, NC 28273 Office: 704.593.6392	4464 W 12th St. Houston, TX 77055 Office: 713.524.1956	1420 Donelson Pike Ste. A9 Nashville, TN 37211 Office: 615.913.3289	25509 Industrial Blvd. Ste. 5 Hayward, CA 94545 Office: 415.849.9369	
CHICAGO 12	**INDIANAPOLIS** 21	**OKLAHOMA CITY** 26	**SEATTLE** 24	
1501 Ardmore Ave. Itasca, IL 60143 Office: 630.467.1500	5783 Park Plaza Ct. Indianapolis, IN 46220 Office: 317.360.0636	330 W Gray St. Ste. 217 Norman, OK 73069 Office: 405.546.4080	18255 Segale Park Drive Ste. B Seattle, WA 98188 Office: 360.602.6030	

CORPORATE SOCIAL RESPONSIBILITY

At Conference Technologies, we feel it is our responsibility to operate with the awareness and respect for ethics, the environment, and a commitment to our community. We believe this leads to a better community, stronger business environment, individual development of employees, and promotion of philanthropy.

ETHICAL BUSINESS PRACTICES

We are committed to serving our customers, employees, vendors, and our communities with integrity and professionalism. Our employees are encouraged to commit to conducting business in a manner that is fair, ethical, and responsible. We believe that complying with the highest standards of ethical conduct is vital to sustaining trust and credibility with customers, manufacturers, and employees, and is crucial to our company's long-term future and success.

CONFIDENTIAL NATURE OF OUR WORK/TRADE SECRETS PROTECTION

CTI considers and treats as confidential (subject to protection by the Missouri Trade Secrets Act) among other things, information regarding its customers and prospective customers, (including but not limited to their needs, preferences, requirements, standards, etc.), costs, pricing policies, profitability, sales and marketing strategies, operational methods, strategic plans, system designs and drawings, control system programs, training materials, internal financial information, customer order entry system (including CTI's software), research and development plans and activities. All individuals employed by Conference Technologies are required to sign a Non-Compete Agreement. Violation of any trade secrets will be grounds for legal action.

DIVERSITY PROGRAM

CTI is a non-certified woman owned company (51%) committed to creating a workplace that is respectful and engaging for all employees, with opportunities for personal and professional development.

EQUAL OPPORTUNITY EMPLOYER/AFFIRMATIVE ACTION PLAN

CTI is an Equal Employment Opportunity and Affirmative Action Employer. It is the policy of CTI from recruitment through employment and promotion, to always provide equal opportunity without regard to race, religion, sex, age, disability, or national origin.

It is the employment policy and practice of CTI to recruit and to hire employees regardless of race, color, religion, national origin, sex, handicap, sexual orientation or because such applicant is forty (40) years of age or older, and to treat all employees equally with respect to compensation; opportunities for advancement, including upgrading, promotion and transfer, and all other terms and conditions of employment.

In furtherance of these policies and practices, this company has designed and agreed to implement an Affirmative Action Program in accordance with the provisions or Civil Rights Ordinance, Code of General Ordinances.

This company has agreed to assert leadership within the community and to put forth the maximum effort to achieve full employment plus the utilization and development of the capabilities and productivity of all our citizens.

This company further recognizes that the effective application of this policy of merit employment involves more than just a policy statement and will, therefore, implement this Affirmative Action Program in a positive and aggressive manner and will make known our commitment to this effort and that equal opportunities are available within our company based on individual merit. We will solicit and encourage all persons to seek opportunities within this company, and to take advantage of advancement possibilities.

EMPLOYEE CITIZENSHIP AND IMMIGRATION VERIFICATION

CTI routinely runs background checks on job applicants during the hiring process and participates in the **E-Verify program** in certain locations as required by law.

E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. E-Verify is fast, free and easy to use – and it's the best way employers can ensure a legal workforce.

DRUG FREE WORKPLACE STATEMENT

CTI. is a drug-free workplace. We are committed to maintaining a drug-free workplace in compliance with applicable state and federal laws. Employees are prohibited from the unlawful possession, manufacturing, distributing, dispensing, possessing, using, or being under the influence of illegal drugs, inhalants, or controlled substances on CTI premises and/or client worksites. Violation of this policy may result in the imposition of employment discipline as defined for specific employee categories by existing company policies, statues, rules, regulation, employment contracts, and labor agreements.

SAFETY & HEALTH PROGRAM

The Safety & Health program that we developed meets OSHA standards and requirements. Our employees are trained and accountable for following safe work practices such as identifying and controlling hazards, investigating near-miss incidents or accidents. Managers review the program regularly to ensure safe practices.

TRAINING PROGRAM

We strive to hire the best talent in the industry. However, employment is only the first step into maintaining an expert staff. CTI believes in investing in the future of its employees and deploys strategies to keep staff members educated and trained in the areas that deemed appropriate. Most technicians in this field receive on-the-job training, as true as that may be our company goes to great lengths to train our staff rookie or veteran. Our training program teaches and/or refreshes our staff's knowledge about audiovisual industry standards and practices. We maintain our training daily through industry certifications or classes. Having a relationship with hundreds of manufacturing partners allows us to train and certify our staff on a variety of equipment including service and repair knowledge.

ENVIRONMENTAL AWARENESS / ENVIRONMENTAL SUSTAINABILITY

We are also committed to a sustainable approach to protecting the environment. We have several programs in place to reduce our carbon footprint.

Reduced Travel/Use of Video Conferencing

We do our best to minimize our impact on the environmental by utilizing our own collaborative solutions from the same products we design, sell, and install for our clients, thus creating a smarter, more efficient workplace.

- Voice or video conference is how we handle meetings internally, with customers, partners, and suppliers.
- Reduced travelling by using video conferencing; employees must justify a trip when travel is requested.
- Video conference used for recurring meetings between office locations.
- We sell and promote greener products and services daily.

Energy

CTI is not officially LEED certified; however, we do employ the technology in all our facilities to manage lighting, and air conditioning. i.e., Our boardrooms, warehouse additional spaces are equipped with motion sensors and timing mechanisms that turn lights on when needed and off when not in use.

Recycle

- Recycle shipping and receiving packaging supplies and wooden pallets for shipping products.
- Return all used copier toners in recycle boxes.
- Recycle paper, plastic, and aluminum products.

Electronic Recovery
MIDWEST
of Central Iowa
Certificate of Recycling
This certificate was issued to
Conference Tech.
for 884 pounds of equipment that was collected or received on
03/14/2014 and was processed on or about 03/14/2014
Creating New Industry Standards For Electronic Recycling

COMMUNITY OUTREACH PROGRAM

We are proud to provide professional and financial contributions to charities that our employees actively assist. Every year our offices take part in supporting a variety of local programs benefiting education, performing arts, special development programs, and youth athletics. Aside from financial support, we donate time and equipment like Smartboards to help improve teaching capabilities. In a more traditional fashion, we contribute to major charities like St. Jude Children's Research Hospital, Special Olympics, United Way, MS Society, YMCA. We also encourage our employees to work with our clientele and their charitable fundraisers, tournaments, and other functions that benefit a variety of organizations locally and around the world.

In addition to the charities and programs mentioned above, our company works hard every year helping local food banks. Every November and December, CTI initiates our annual food drive companywide. Once the food and money are collected, CTI matches all the donations and send the donations to a local food bank in each one of our local markets.

VETERAN AFFAIRS

CTI recognizes the enormous contributions of men and women who have served their country in uniform. We are committed to supporting and honoring our active military personnel and veterans, as well as their families.

We also hire military veterans and support reserve component members when they are called to active duty. CTI currently employees 8 veterans that have honorably served our country from different branched of the Armed Forces.

UNION LABOR AFFILIATION(S)

CTI has long-standing, successful, and positive working relationships members of some of the largest labor unions in the United States. We know a project involving union labor can get complicated due to numerous factors such as costs, rules, jurisdictions, and last-minute complications that always happen at the wrong time. Because of our experience and relationships with numerous unions over the years, we have learned the proper guidelines and procedures to get the project finished right.

COMMUNICATIONS WORKERS OF AMERICA (CWA)

The Communications Workers of America represents 700,000 workers in private and public sector employment in the United States, Canada, and Puerto Rico. CWA members work in telecommunications and information technology, the airline industry, news media, broadcast and cable television, education, health care and public service, law enforcement, manufacturing, and other fields.

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES (IATSE)

IATSE represents theatrical stage employees, moving picture technicians, artists, and allied crafts. This union has evolved to embrace the development of new entertainment mediums, craft expansion, technological innovation, and geographic growth.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)

IBEW represents approximately 675,000 members who work in a wide variety of fields, including utilities, construction, telecommunications, broadcasting, manufacturing, railroads and government. The IBEW has members in both the United States and Canada and stands out among the American unions in the AFL-CIO because it is among the largest and has members in so many skilled occupations.

(IBT) TEAMSTERS

International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America (IBT), the largest private-sector labor union in the United States, representing truck drivers and workers in related industries (such as aviation).

PROFESSIONAL ASSOCIATIONS

AMERICAN INSTITUTE OF ARCHITECTS (AIA)

The American Institute of Architects is a professional organization for architects in the United States. Headquartered in Washington, D.C., the AIA offers education, government advocacy, community redevelopment, and public outreach to support the architecture profession and improve its public image. The AIA also works with other members of the design and construction team to help coordinate the building industry. As a registered CES provider with the American Institute of Architects, we offer a course for architects to earn credits toward their AIA certification and are recorded with AIA.

AVIXA / APEX

Avixa is the industry leader when it comes to professional collaboration, information, and community, leading the world with all the necessary resources: AV standards, certification, training, market intelligence, and thought leadership.

As an APEx Company we are proud to stand behind AVIXA standards for the audiovisual industry. These standards, for system design and coordination, and system verification, show that our company can facilitate communication on all levels of a project, and most importantly, deliver a verified system that meets the client needs.

INTERNATIONAL FACILITY MANAGEMENT ASSOCIATION (IFMA)

The world's largest and most widely recognized international association for facility management professionals.

NATIONAL SYSTEMS CONTRACTORS ASSOCIATION (NSCA)

The National Systems Contractors Association (NSCA) is the leading not-for-profit association representing the commercial integration industry. The National Systems Contractors Association is a powerful advocate for all who work in the integration industry, including systems contractors/integrators, product manufacturers, consultants, sales representatives, architects, specifying engineers and other allied professionals.

CHAMBER OF COMMERCE/CONVENTION VISITORS BUREAU

All our offices are members and participate in the local chamber of commerce, while some also participate in the local convention and visitor's bureau.

4-STEP PROCESS

As AV consulting experts since 1988, CTI has developed a proven four-step process called EDGE designed to streamline audiovisual projects.

CTI has developed a proven four-step process called EDGE designed to streamline audiovisual projects.

Engage
The highly trained staff will conduct a comprehensive consultation to discover any specific needs. We work within any budget to bring full alignment and viability to ensure complete success.

Design
By synergizing the efforts between consultants and the client, CTI can tailor a unique AV solution that matches all requirements and exceeds expectations. Accountability will be enforced through the executive summary, a projected timeline, and designated responsibilities.

Game Plan
All clients will receive detailed drawings that outline exactly how a customized AV system will integrate into their facility. CTI will provide a thorough labor plan to meet all financial expectations and engineer a solution that works.

Execute
Every CTI project is overseen by a project manager who leverages commissions, user training, and real-time communications to meet timelines. Companies will get the latest technology in audio and visual with full training, so anyone on the team can successfully operate the advanced tech system.

SOLUTIONS

CTI offers a variety of great audiovisual solutions for several different industries. Below is a list of our solutions we offer.

AUDITORIUM & THEATERS

Big spaces need big sounds. Auditoriums present a unique set of requirements, including sound systems, lighting setups, video screens, projectors and more. In addition to equipment design, our team will analyze acoustics, sound pressure, and reverberation.

COLLABORATION SYSTEMS

With the combination of software applications, video conferencing, documents, and workflow management, we can design and implement work systems for value chains, organization networks, web-based and cross-functional teams with information and communication technology.

CONTROL SYSTEMS

We specialize in programming Crestron, AMX, and Extron control systems for a variety of markets and applications. Our certified programmers regularly maintain professional training from AMX, Crestron, Extron, and many others.

FURNITURE

We have partnered with leading furniture manufacturers to ensure your AV/IT hardware is incorporated into precisely configured cabinets, multi-media carts, conference tables, podiums, lecterns, and digital signage display stands.

IT SERVICES

Our software engineers can develop creative solutions when off the shelf software is not an option. When building access control and surveillance design and implementation come calling, our team leverages strategic partnerships and experience to deliver the perfect experience.

NETWORK OPERATION CENTERS

With a NOC you can monitor environments, provide alerts, and detect device issues, ensuring any negative impact is identified and minimized quickly. We have the knowledge for design, hardware requirements, and support tools to keep threats at bay and keep your systems running smoothly.

PROFESSIONAL VIDEO

With CTI you get complete system design with fully integrated HD production, multichannel automation, and server-based technologies. We examine your production workflow to account for master control, tech support, and ensure efficiencies are maximized.

SECURITY

When building access control and surveillance design and implementation come calling, our team can leverage our strategic partnerships and years of experience to deliver the perfect experience.

STRUCTURED CABLING

Structured cabling provides the critical backbone of a communication system. We can design, install and service a structured cabling system for you.

STADIUM SOUND

Sports fans want the ability to hear what's going on no matter where they are in the stadium. Technology makes that easier than ever and we can show you how.

TELEMEDICINE

Integrate Polycom and AudioCodes Gateways, conference phones, video phones, and video conferencing system to provide extremely rich, cost-effective communications systems.

TELEPHONY

The merger of voice and data, video, and text over your internet provider network is an effective, low-cost solution to advance your communication needs.

TRAINING ROOMS

Our team of designers, and technicians can create an effective media conference system to connect workers by video and audio, to fast-track productivity and communication on meetings, conferences, team updates, and brainstorming.

UNIFIED COMMUNICATIONS

Complex communications become unified with the integration of a single enterprise solution. For a consistent collaborative experience, put the power of our partners together.

VIDEO CONFERENCING

We design, engineer, and install a complete system for your needs and budget, as a permanent basis in a conference room, classroom, or office, or as a rental application for an upcoming event.

VIDEO WALL

We can design a video wall system and service package for your application that includes remote support, content development, content management, data storage, and network management. This comprehensive plan will help broadcast your messages quickly and efficiently, all from a central location.

SERVICES

CTI offers a wide range of audiovisual services related to professional audio, video communication applications, computer and video display systems, video projection, integrated control systems, acoustics, sound reinforcement, theatrical lighting, broadcast, and video conferencing.

CONSULTING AND NEEDS ANALYSIS

We realize that planning for technology improvements can be a challenge when faced with the complex options available. We can help explain these solutions. We will perform a thorough analysis of the system requirements and work with you to define your project goals.

CREATIVE SERVICES

Whether it's a press event, product roll-out, corporate retreat, or training, your audience will feel the impact through coordinated visuals, interactive displays, and immersive technology with the help of our team of experienced event planners and technicians.

DIGITAL COMMUNICATION

We have the experience and skill to merge your digital media and information systems and help your IT department integrate the next generation of network communication.

ENGINEERING

We design, integrate, and support collaborative systems that can simplify teamwork and provide your organization resources for productivity.

INSTALLATION AND INTEGRATION

CTI specializes in programming intuitive touch panel interfaces that simplify the interaction between the user and a complex AV or IT system.

MAINTENANCE AND SERVICE

We enhance virtual meetings with room rentals, concierge services, 24/7 bridging, recording, testing, and monitoring services for a custom communication solution.

PROCUREMENT AND ADMIN SUPPORT

Digital signage is an interactive visual display that delivers adaptable content to maximize user engagement and heighten experiences in your facility in a custom, timely application.

SOUND REINFORCEMENT

Sound reinforcement can amplify and distribute audio that spans to large or distant groups and improve overall sound quality.

TRAINING

We have the experience and skill to merge your digital media and information systems and help your IT department integrate the next generation of network communication.

RACK FABRICATION CENTER

WHAT WE DELIVER

AV Racks are a crucial component for any audio-visual project. They house various technology that control the function of room(s) from a centralized, and concealed location. Rack systems are systematically deployed to centralize and organize a great deal of key equipment, it is vital they are properly designed so they operate correctly, can be easily accessed, maintained, and any future removal/replacement of equipment is hassle free. Important factors when designing and building a rack are cable management, labeling, equipment security, power management, heat management, and overall build consistency. Additional tasks we perform are software/firmware upgrades, programming, testing, and final system commissioning assessments.

AV Racks simplify processes once fully operational, however through our years of experience we have identified systematic and critical issues during the rack build process. One of the more commonplace issues we have identified is requisite space and location. Most audio-visual projects will call for multiple racks, this in turn requires ample space to stage, store, and layout equipment before and during the rack building process. Space can be limited, especially while our client's day to day operations remain open. Another paramount consideration is our reliance on third parties to deliver our client's equipment in an expeditious manner. Lastly and always, it is of utmost importance that CTI maintain and efficient and timely project schedule. We understand how this can be frustrating to our clients, especially if space and time is limited.

To better serve our clients CTI built an AV Rack Fabrication Center at our headquarters location in St. Louis, MO where we pre-build all our AV racks ahead of installation, reducing the time and costs associated with building each rack onsite. By centralizing inventory, construction, quality control, programming and testing we can complete these racks ahead of time waiting to be installed according to project schedule timeframe.

BENEFITS OF AV RACK FABRICATION CENTER

- Reduces the number of equipment shipments directly to the customer site.
- Network and switching devices are staged and integrated prior to shipment to site.
- Reduces onsite installation intervals.
- Provides a controlled environment for rack fabrication.
- Ensures capture of equipment serial numbers
- All software and firmware upgrades installed.
- Reduces onsite delays associated with defective equipment or DOAs.
- Basic equipment configurations and internal rack connectivity testing prior to shipment to site
- Ability to load and test initial touch panel controls.

RACK BUILD STAGES

CLIENTELE

CORPORATE

Adecco
AFLAC
AIA Kansas City
AIG, Inc.
Airbus Americas Inc.
Alberici Corporation
Aldi Inc.
Alliant Energy
Ameren
American National Bank
Amsted Rail
Anheuser-Busch Companies, Inc.
Arch Coal
Archer Daniels Midland Company
Arcturis
Assurant
Aventine
Black & Veach
Black Hills Energy
BLDD Architects
Blue Beacon International Inc.
Boeing
Bombardier
Boy Scouts of America
Brown Shoe
Burns & McDonnell
Cargill
Caterpillar
Centene
Cerner Corporation
Cessna Aircraft Company
Cintas Corporation
Citi Group
Citizens Bank
Clifton Gunderson LLP
Coca-Cola
Coleman Company
Dell Corporation
Deloitte and Touche
Des Moines Register
Digital Insight
Dillard's Corporation
DLR Group
Donald Danforth Center
Dow Chemical Company
eBay/PayPal
Edward Jones
Emerson Electric
Emprise Bank
Energizer
Enterprise Rent-a-Car
Ernst & Young
Eventbrite
Express Scripts
Farmers Insurance Group
Fed Ex
FGM Architects
Fleishman-Hillard
Funeral Directors Life Insurance
Gallup Organization
Garmin International
GE Energy
General Mills
Georgia Pacific
Girl Scouts of Eastern Missouri
GKN Aerospace Services
Graybar
Grinnell Mutual Reinsurance Company
H&R Block
Hallmark
Harley-Davidson
Hewlett Packard Enterprise
HOK
Honeywell Corporation
IBM
Imperial PFS
Ingersoll-Rand
JE Dunn
Jockey International
John Deere
Johnson & Johnson
Jones Lang LaSalle
JP Morgan Chase Bank
Kiewit
Laclede Gas Company
LinkedIn
Lockheed Martin
Major Brands
Mars, Incorporated
MasterCard
Midwest Public Risk
Millard Refrigerated Services
Moosylvania
Monsanto
Motorola
MS Society
Mutual of Omaha
Nestle Purina PetCare Company
Northrop Grumman
Northwestern Mutual
Pacific Life
Peabody Energy
Pepsi
Pfizer
Polsinelli Shughart
Principal Financial Group
Proctor & Gamble
Purina Farms
Ralcorp Holdings, Inc.
Raymond James
Rockett Berkise
Regional Chamber Growth Assoc.
Reinhart Boerner & Van Deuren
RGA Reinsurance Company
Ross & Barruzini
Safety National Casualty Corp.
Sara Lee
Savvis, Inc.
Scottrade
Shook, Hardy & Bacon, L.L.P.
Sigma Aldrich
Spirit Aero Systems
State Farm Insurance
Stereotaxis, Inc.
Stupp Bros., Inc.
Swiss Re Insurance
Thomson Reuters
Thyssen Krupp
Union Pacific Railroad
United Airlines
United Way
US Bank
Valmont
Value Act Capital
Verizon Wireless
Von Maur
Wells Fargo
Woodmen of the World
World Agricultural Forum
World Wide Technology
Xceligent, Inc.
YMCA
Youth Villages

CONFIDENTIAL

Broadcast

Adult Swim
Atlanta Hawks
Bank of America Stadium
Boston Consulting Group
Carolina Panthers
Cartoon Network
Center for Combat Readiness
Charlotte Hornets
Chicago White Sox
Clemson University
Cleveland Cavaliers
Coca-Cola Company
Corning, Inc.
Cox Media Group
Delta Airlines
Detroit Pistons
Drug Enforcement Administration
Federal Aviation Administration
Florida Panthers
Florida State University
Georgia Aquarium
Georgia Institute of Technology
Houston Rockets
Hudson Alpha Institute for Biotechnology
Interface, Inc.
Memphis Grizzlies
Memphis Redbirds
Milwaukee Bucks
Nashville Predators
Nashville Sounds
New Orleans Saints
North Carolina State
Orlando Magic
Papa John's International
Philadelphia Union
RFD TV
Rocket City Trash Pandas
Rocket Mortgage Fieldhouse (Cavaliers)
Samaritan's Purse
San Diego State University
Spirit Communications Park,
The Georgia Aquarium
The Ohio State University
The Weather Channel
Toronto Blue Jays
Toyota Center
Troy University
Turner Broadcasting
United Parcel Service (UPS)
US Military Academy West Point
University of Arkansas
University of California San Diego
University of Georgia
University of North Carolina
University of South Carolina
University of Virginia
US Air Force Academy
Virgina Polytechnic
Virginia Tech
WJCL Channel 22
World Changers Church International

Stadiums/Arenas & Hospitality/Entertainment

9 Bar
AEG Live
AMC Entertainment
Ameristar Casinos, Inc.
Argosy Casino
Bally's Casino Tunica
Bellerive Country Club
Best Western
Biggest Loser Resorts
Bill Snyder Stadium
Buffalo Wild Wings
Busch Stadium
Challenger Learning Center
Coterie Theatre
Crowne Plaza
Cubby's Sports Bar and Grill
Delta Rivers Nature Center
Drone & Mueller
Drury Hotels
Eaglewood Resort & Spa
El Dorado Convention Center
Embassy Suites
Foot Locker Inc.
Four Seasons Hotel
Gateway Arch
Harbor Center-716 Restaurant/Bar
Hilton
Holiday Inn
Hotel at Old Town
Hotel Lumiere
Hotel Phillips
Hyatt
IHOP
Intrust Bank Arena
Isle of Capri Casino
Jumer's Casino & Hotel
Kansas Aviation Museum
Kansas Speedway
Kauffman Stadium
KC Sports Commission
Kohl's Department Stores, Inc.
Lawrence Dumont Stadium
Lego Land Discovery Ctr. KC
Little Rock CVB
Lumiere Place
Macy's
Maggiano's Little Italy
Marriott
McDonalds Corporation
Memphis Grizzlies
Memphis Redbirds/Autozone Park
Memphis Zoo
Museum of Fine Arts Houston
Nebraska Furniture Mart
Oakwood Country Club
Opera Theatre of St. Louis
Overland Park Soccer Complex
Par-A-Dice Hotel & Casino
Payless Shoe Source
P.F. Chang's
Pinnacle Entertainment
Potawatomi Hotel & Casino
Renaissance Hotel
River City Casino
Rococo Theatre
Santikos Theatres
Science Center of Iowa
Scotch & Sirloin
Sheraton
Sierra Suites
South Side Country Club
St. Louis Cardinals HOF & Museum
St. Charles Convention Center
St. Louis Art Museum
St. Louis Blues Hockey
St. Louis Cardinals, LLC
St. Louis Country Club
St. Louis Science Center
St. Louis Symphony
St. Louis Zoo
Swiftel Center
The Wildwood Hotel
Union Station Kansas City
Union Station St. Louis
University of Missouri Aquatic Ctr.
Walmart
Wichita Art Museum
Wisconsin Center
World Chess Museum
Wrigley Field

CONFIDENTIAL

GOVERNMENT & MILITARY

36th Judicial District Court, MI
Air National Guard
American Embassy - Brussels
Ames Public Library
Arkansas State Crime Laboratory
Arkansas State Police
Bluford Branch Library
Camp Robinson
City of Austin, TX
City of Baton Rouge, LA
City of Blue Springs, MO
City of Brookings, SD
City of Cedar Rapids, IA
City of Champaign, IL
City of Charleston, SC
City of Clive, IA
City of Independence, MO
City of Lawrence, KS
City of Lincoln, NE
City of Little Rock, AR
City of Marion, IA
City of Maryland Heights, MO
City of Memphis, TN
City of Olathe, KS
City of Overland Park, KS
City of Peoria, IL
City of Stafford, TX
City of West Des Moines, IA
City of Wichita, KS
City of Windsor Heights, IA
Civil Corps of Engineers
Clerk US District Court WV
Davenport Police Department
Eureka Fire Department, MO
FAA Aeronautical Center
FBI
Federal Aviation Administration
Federal Railroad Administration
Federal Reserve Bank
FEMA
Fort Campbell
Fort Leavenworth
Fort Leonard Wood
Fort Riley
General Services Administration
Great Lakes Naval Base
Hutchinson Public Library
Illinois Emergency Mgt. Agency
Illinois House of Representatives
Illinois State Police
Jefferson City Fire Department
Kansas Air National Guard
Kansas City Public Library
Kansas Dept. of Transportation
Little Rock Air Force Base
Little Rock Fire Department
Marine Corps Community Services
Maxwell Air Force Base
McConnell Air Force Base
McLean County Government
MO Department of Conservation
MO Department of Transportation
MO National Guard
Montana Army National Guard
National Geospatial Intelligence
NASA
Naval Special Warfare Dev Group
Naval Support Activity Mid-South
NCIS
Nebraska National Guard
Nevada Supreme Court
Nuclear Regulatory Commission
Office of Naval Intelligence
Offutt Air Force Base
Olathe Court House
Olathe Fire Administration
Olathe Police Department
Papillion Police Station
Papillion Fire Department
Patrick Air Force Base
Polk County Courts
Peoria Park District
Rock Comm. Fire Protection District
Rock Island Arsenal
Schriever Air Force Base
Scott Air Force Base
Sedgwick County
Smithsonian Institute
Social Security Administration
State of New York
St. Charles County Government
St. Louis County Library
Starved Rock State Park
State of Arkansas
State Of Idaho
State Of Iowa
State of Missouri
State of Nebraska
US Air Force
US Army
US Army Corps of Engineers
US Attorney's Office
US Bankruptcy Court
US Census Bureau
US Coast Guard
US Department of Agriculture
US Court of Appeals
US DEA - El Paso Intelligence Center
US Department of Commerce
US Department of Defense
US Department of Education
US Department of Energy
US Dept. Health & Human Resources
US Department of Homeland Security
US Department of Interior
US Department of Justice
US Department of Labor
US Department of State
US Department of the Treasury
US Department of Veteran Affairs
US District Court, IL
US District Court, IN
US District Court, KY
US District Court, KS
US District Court, PA
US District Court, WV
US District Court Office of the Clerk
US Environmental Protection Agency
US Farmers and Ranchers Alliance
US Marine Corps
US Marine Corps JAG
US Navy
US Postal Service
US Secret Service
US Stratcom
Washington Fire Department
Webster County Law Enforcement
Whiteman Air Force Base
Wichita Chamber of Commerce
Wright-Patterson AFB
Wynne Fire Department

EDUCATION

Alverno College
A.T. Still University
Arkansas State University
Arkansas Tech University
Augustana College
Avila University
Baptist College of Health Sciences
Barstow School
Baylor College of Medicine
Baylor University
Black Hawk College
Blue Valley North High School
Bradley University
Briarcrest Christian School
Central College
Colorado State University
Columbia College
Concordia University Chicago
Creighton Prep
Creighton University
Danville Area Community College
DePaul University
Des Moines Area Community College
Douglass High School
Drake University
Eastern Illinois University
Elmhurst College
Emporia State University
Evangelical Christian School
Fort Hays State University
Frontier School of Innovation
Grand View University
Greenville College
Harding Academy
Harding University
Heartland Community College
Henderson State University
Hendrix College
Hutchison School
Illinois Central College
Illinois State University
Indiana State University
Iowa State University
Iowa State Univ. College of Design
Iowa Wesleyan College
Johnson County Community College
Kansas State University
KC Univ. of Medicine & Bioscience
Knox College
Lewis & Clark Community College
Lewis University
Lindenwood University
Logan College of Chiropractic
Loyola University
Marquette University
Maryville University Saint Louis
McKendree University
Memphis City Schools
Memphis University School
Methodist College
Middle Tennessee State University
Milbank Public Schools
Millikin University
Milwaukee Public Schools
Missouri State University
Missouri University of S&T
Missouri Western State University
Monmouth College
Moraine Valley Community College
Mt. Mary University
Naval War College
Northeast Iowa Community College
Northern Illinois University
Northwest Missouri State University
Northwestern University
Oklahoma State University
Olathe School District No.233
Ozark Technical Community College
Park University
Parkland College
Peoria School District 150
Philander Smith College
Pittsburgh State University
Principia College
Pulaski County Special School Dist.
Pulaski Technical College
Richland Community College
Rockhurst University
Roosevelt University
Rosalind Franklin University M&S
Saint Louis University
Saint Xavier University
South Arkansas Community College
South Dakota State University
Southeast Missouri State University
Southeastern Illinois College
St. Ambrose University
Sauk Valley Community College
St. Charles Community College
St. Louis Univ. School of Medicine
Texas Southern University
Trinity International University
University Of Arkansas
Univ. Of Arkansas Medical Sciences
University of Central Arkansas
University of Central Missouri
University of Chicago Medical
University of Colorado
University of Dubuque
University of Florida
University of Georgia
University of Houston
University Of Illinois
University of Iowa
University of Kansas
University of Kansas Medical
University of Memphis
University of Missouri - Columbia
University of Missouri - KC
University of Missouri - Rolla
University of Missouri - St. Louis
University of NE Medical Center
University of Nebraska - Lincoln
University of Nebraska - Omaha
University of Northern Iowa
University of St. Mary
University of St. Francis
University of Tennessee
Univ. of Tennessee Health Science
University of Texas at Austin
University of Texas at Tyler
University of Texas Medical
University of Texas Rio Grande Valley
University of Wisconsin
Upper Iowa University
USD 396 Douglass Public Schools
Wartburg College
Washington University
Waukesha County Technical College
Wayne State College
Webster University
Western Illinois University
Wichita State University
William Jewell College

CONFIDENTIAL

HOUSE OF WORSHIP

Abundant Life Baptist Church
Aldersgate United Methodist Church
Antioch Family Worship
Ark of Safety Christian Church
Ascension Lutheran Church
Bellevue Baptist Church
BreakPointe Community Church
Christ Community Church
Church of the Resurrection
Church on the Rock
Church of the Savior
Church of the Shepherd
Community of Christ World-HQ
Country Club Christian
DeSoto Hills Baptist Church
Eastminster Presbyterian Church
Eastside Baptist Church
Elkton United Parish
Faith Church
Faith Lutheran Church
Faith Reformed Church
Fellowship Baptist Church
First Assembly of God of Aberdeen
First Assembly of God N. Little Rock
First Baptist Church Blue Springs
First Baptist Church Harvester
First Central Congregational Church
First Evangelical Church
First Presbyterian Church
First United Methodist Church
Forest Park Baptist Church
Gateway Christian Church
Good Shepherd Lutheran - Fremont
Grace Church
Grace Evangelical Church
Grace-St. Luke's Episcopal Church
Greater Grace Church
Greek Orthodox Church of Omaha
Hope Church
Houston First Baptist Church
Immanuel Baptist Church
Immanuel United Methodist Church
Independent Presby. Church
James River Assembly
Kirk of the Hills
Lenexa Baptist Church
Liberty United Methodist Church
Lord of Life Lutheran Church
Matthias Lot Church
Mt. Olive Lutheran church
Northland Baptist Church
Peine Ridge Church
Racine Christian Church
Riverside Church
St. Charles Borromeo Church
St. John's Lutheran Church
St. John's United Church of Christ
St. Louis Family Church
St. Patrick Presby. Church
St. Robert Bellarmine Parish
Temple Israel
Trinity United Methodist Church
Village Presbyterian
Wesley United Methodist Church
Windsor Crossing Comm. church
Zion Lutheran Church

HEALTHCARE

Abraham Lincoln Memorial Hospital
Alegent Health
Alexian Brothers Health Systems
Allen Memorial Hospital
American Assoc. of Orthodontists
Arkansas Childrens Hospital
Ascension Healthcare
Baptist Lutheran Medical Center
Barnes Jewish Hospital
Baxter Regional Medical Center
BJC Health Care
Blue Cross Blue Shield
Carle Foundation Hospital
Castlewood Treatment Center
Catholic Health Association
CDC
Cerner
Children's Clinic of Jonesboro
Children's Mercy Hospital
Columbia/St. Mary's
Covenant Medical Center
Creve Coeur Animal Hospital
Family Cancer Center PLLC
Graham Hospital
Greenville Regional Hospital
Hannibal Regional Healthcare Sys.
Hillcrest Health and Rehabilitation
Kansas University Medical
Labette Health
Lawrence Memorial Hospital
Loyola Medical
MedPointe Pharmaceuticals
Methodist Hospital
MetLife
Naval Hospital Pensacola
Nebraska Medical Center
Proctor Hospital
Salina Family Healthcare Center
Salix Pharmaceuticals, Inc.
Seton Medical Center Hays
SSM Health Care
St. Luke's Hospital
St. Mary's Good Samaritan Hospital
St. Vincent Hospital
Truman Medical Center
United Health Care
Via Christi Health Systems Inc

CREDENTIALS/CERTIFICATIONS

CTI's technical staff has a variety of certifications and designations that set us apart as one of the most qualified audio-visual integration partners available. Some of our designations include:

Certification	Qualifications/Industry Certifications/Manufacturer Certifications
Avixa	Apex / Certified Technology Specialist / Design / Install (CTS, CTS-D, CTS-I)
IT	MCITP, MCTS, CompTIA A+, CompTIA Network+
Project Management	NSCA PM
Control Systems	Crestron, Harman (AMX), Extron
Audio DSP	Biamp, BSS, ClearOne, Crown, Peavey, Gentner
CAD	AutoCAD, Autodesk, Revit
Sound Modeling	SynAudCon

NUMBER OF EMPLOYEES CERTIFIED

AVIXA			BIAMP CERTIFICATION						
CTS	CTS-D	CTS-I	Audia	Vocia	VoIP	Tesira	TesiraForte	TesiraLUX	Tesira Server/Server-IO
93	16	19	8	8	10	11	24	5	4

CRESTRON CERTIFICATION												
Master Programmer MCP	Master Programmer MCP-P	Master Programmer MCP-G	Master Programmer MCP-S	CCP	DMC-D-4K	DMC-E-4K	DMC-T-4K	DMC-D	DMC-E	DMC-S	DMC-T	DM-NVX-N
8	0	1	3	16	25	6	5	18	7	3	2	6

CRESTRON CERTIFICATION											
Master Tech Arch	CSS-T	Audio Tech AUD	CTI-TCT-C	CTI-TCT-R	CTI-DCT-C	CTI-DCT-R	CTI-SCT-C	CTI-SCT-R	Core CTI-CCT	FLEX	Fusion Programmer (CTI-Fusion-P)
1	1	1	1	1	2	2	1	1	3	1	8

AUDINATE - DANTE						EXTRON CERTIFICATION							
Level 1	Level 2	Level 3	Domain Manager	Dante AV		EAP	EAVA	ECP	ECS	Network Spec.	ProDSP	XTPSE	XTPST
28	24	14	1	19		3	9	7	8	0	1	3	2

QSC CERTIFICATION									COMPTIA CERTIFICATION				
Q-SYS	Q-SYS Level 1	Q-SYS Level 2	Q-SYS Control 101	Q-SYS Control 201	Q-SYS Quantum Level 1	Q-SYS Video 101	Q-SYS Enterprise Manager	Q-SYS Architect	A+	Network +	Security+	Security+ CE	IT Fundamentals+
27	22	8	10	2	2	4	1	1	2	3	1	1	1

AQAV CERTIFICATION				BICSI CERTIFICATION						SDVoE CERT.	OSHA CERT.	
AQAV CQD	AQAV CQL	AQAV CQT	AQAV 9000	BICSI	BICSI Installer 1 (INST1)	BICSI Installer 2 Copper (INSTC)	BICSI Installer 2 Optical Fiber (INSTF)	BICSI Technician (TECH)	BICSI RCDD	SDVoE	OSHA 10	OSHA 30
27	22	8	10	2	0	0	0	1	1	2	74	14

SECTION 3: FINANCIAL & PROJECT INFORMATION

FINANCIAL INFORMATION

REVENUE

Expected 2024 Revenue:	$300 MIL
Past Revenue (5 years):	2022-$180 MIL / 2021-$141 MIL / 2020-$141 MIL / 2019-$127MIL / 2018-$105MIL

BACKLOG

Current Backlog (12/31/2023)	$129 MIL

PROJECT INFORMATION

PROJECT SIZE RANGE

Typical Project Value	$25,000 TO $5 MIL
Total # Projects (Previous Year):	3,156
Average Project Size (in dollars):	$53,048

BONDING

Maximum Bonding Capacity	$150M	Single Project Bonding Capacity	$50M
Current Open Bond Capacity	$140M	Performance Bond ever exercised	No

LITIGATION STATEMENT

(Experiences Within the last 5 years)

Judgments	Zero	Arbitrations	Zero
Suits / pending Proceedings	Zero	Bankruptcy / Company	Zero
Bankruptcy / Principals	Zero	Bankruptcy / Officers	Zero
Project Related:	Zero incidents to claim	Non-Project Related:	Zero incidents to claim

SAFETY INFORMATION

EMR RATING

July '24 – July '25	.62%
July '23 – July '24	.61%
July '22 – July '23	.69%
July '21 – July '22	.67%
July '20 – July '21	.65%
July '19 – July '20	.60%

INSURANCE INFORMATION

Producer:	Marsh & McLennan Agency LLC
Insurer A:	Atlantic Specialty Inc.
Insurer B:	Hanover Insurance Company
Coverage:	7/31/2024-7/31/2025

GENERAL LIABILITY

Coverage Limit:	$1,000,000.00 per claim $2,000,000.00 aggregate

AUTOMOBILE

Coverage Limit:	$1,000,000.00

UMBRELLA

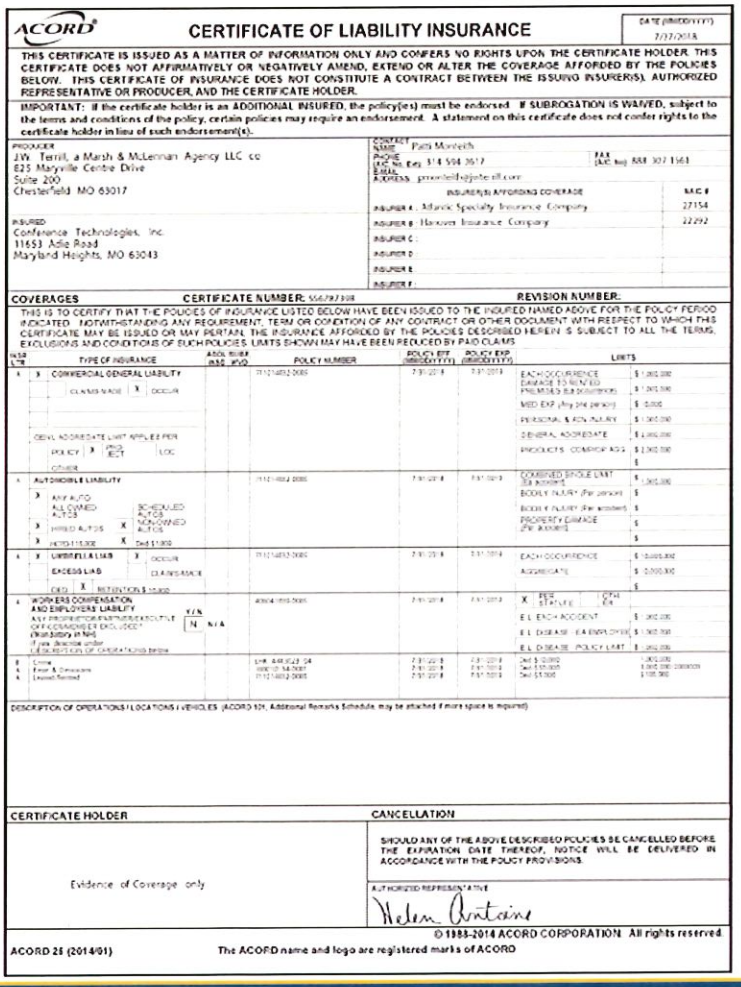
Coverage Limit:	$10,000,000.00

WORKERS COMPENSATION

Coverage Limit:	$1,000,000.00

ERRORS & OMISSIONS/PROFESSIONAL

Coverage Limit:	$2,000,000.00



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2023

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

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

PRODUCER
J.W. Terrill, a Marsh & McLennan Agency LLC co
825 Maryville Centre Drive
Suite 200
Chesterfield MO 63017

CONTACT NAME: Pam Meredith
PHONE (A/C, No, Ext): 314 594 3617 FAX (A/C, No): 888 307 1563
E-MAIL ADDRESS: pmeredith@jwterrill.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Atlantic Specialty Insurance Company	27154
INSURER B: Hanover Insurance Company	22292
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Conference Technologies, Inc.
11653 Adie Road
Maryland Heights, MO 63043

COVERAGES CERTIFICATE NUMBER: 566797308 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			7112148B2-0005	7/31/2023	7/31/2024	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT LOC OTHER					
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X PHYSICAL DAMAGE X Ded $1,000			7112148B2-0005	7/31/2023	7/31/2024	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7112148B2-0005	7/31/2023	7/31/2024	EACH OCCURRENCE $ 10,000,000 AGGREGATE $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4804-199-0005	7/31/2023	7/31/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000
B A A	Crime Errors & Omissions Leased Rented			01-MP-AR1G2-24 0001-01-NA-2021 7112148B2-0005	7/31/2023 7/31/2023 7/31/2023	7/31/2024 7/31/2024 7/31/2024	Ded $ 5,000 / $ 100,000 Ded $ 25,000 / $ 2,000,000 Combined Ded $ 1,000 / $ 100,000

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

CERTIFICATE HOLDER
Evidence of Coverage only

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

AUTHORIZED REPRESENTATIVE
Helen Antoine

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

BUSINESS IDENTIFICATION/REGISTRATION

Business License 103551
City of Maryland Heights, Missouri
Computer Systems Design Services
SEAL

TAX ID NUMBERS

Federal Tax ID Number:	43-1501713
County Code (3 digit):	189
Congressional District:	01
MSA:	7040
St. Louis District Office	SBA office code 0768
Accepts GVT. Credit Card:	[X] Yes [] No

UNIFORM SALES & USE TAX CERTIFICATE MULTIJURISDICTIONAL

State	License #	State	License #	State	License #
AK - Alaska	21801285	**LA - Louisiana**	1701016-0001-400	**OK - Oklahoma**	STS-10284404-05
AL – Alabama	N/A	**MA - Massachusetts**	SLS-21296389-003	**OR - Oregon**	N/A
AR - Arkansas	267225-76-001	**MD - Maryland**	16014936	**PA - Pennsylvania**	67661107
AZ - Arizona	20584591	**ME - Maine**	N/A	**PR - Puerto Rico**	N/A
CA - California	103110055	**MI - Michigan**	U431501713	**RI - Rhode Island**	2-5076-4060
CO - Colorado	26790288-0001	**MN - Minnesota**	8160163	**SC - South Carolina**	115093415
CT - Connecticut	N/A	**MO - Missouri**	13647300	**SD - South Dakota**	1022-4773-ST
DC - District of Columbia	350-001727298	**MS - Mississippi**	083-38923-9	**TN - Tennessee**	104173397
DE - Delaware	N/A	**MT - Montana**	N/A	**TX - Texas**	32039849214
FL - Florida	78-8016767396-6	**NC - North Carolina**	601271997	**UT - Utah**	12601690-003-STC
GA - Georgia	175-958811	**ND - North Dakota**	N/A	**VA - Virginia**	12-431501713F-001
HI - Hawaii	N/A	**NE - Nebraska**	01-9367969	**VI - Virgin Islands**	N/A
IA - Iowa	200151118	**NH - New Hampshire**	N/A	**VT - Vermont**	N/A
ID - Idaho	5881511	**NJ - New Jersey**	431-501-713/000	**WA – Washington**	13647300
IL - Illinois	3508-0663	**NM - New Mexico**	N/A	**WI - Wisconsin**	456-000-3897944-02
IN - Indiana	136741304	**NV - Nevada**	NV20161089379	**WV - West Virginia**	N/A
KS - Kansas	004-431501713F-01	**NY - New York**	43-1501713	**WY - Wyoming**	N/A
KY - Kentucky	820398	**OH - Ohio**	99109291		

CONTRACTOR LICENSES

State	License #	Expiration	Type	Class	Notes
Arkansas	0214590524	05-31-2024	Contractor	Communication, Computer or Sound Systems, Cabling	
California	1072847	01-31-2025	Contractor	C-7 - Low Voltage Systems	Brandon C./John Laughlin
Iowa	C000782	08-16-2024	Contractor		
Mississippi	18251-SC	02-12-2025	Contractor	Communication Systems & Low Voltage	
Nebraska	34881-18	06-1-2025	Contractor		Sales Tax option 1
Tennessee	00057713	09-30-26	Contractor	Class-CE-D CE-F	
Washington	CONFETI787R8	01-10-25	Contractor	General	
City of St. Louis	LC9967889	05-31-2023	Contractor	General - C	
St. Louis County	C-5033	12-31-23	Electrical		
City of Glendale	901787	04-10-25	Contractor	M-Communication	

GOVERNMENT CONTRACTS & ID'S

(SAM) System for Award Management (fomerly CCR)	UEI: L6V8ZMLHQ436 Valid until 1/142025
(DUNS) Data Universal Numbering System:	619503634
(CAGE) Commercial and Government Entity:	0K420 (Valid until 01/29/2025)
GSA Advantage Contract Number (Since 2012):	GS-03F-0124Y (Valid until 06/14/2032)

BANK REFERENCE

CARROLLTON BANK

January 16, 2024

John Laughlin
Conference Technologies, Inc.
11653 Adie Rd
Maryland Heights, MO 63043-3509

Re: Conference Technologies, Inc. Bank Reference Letter

Dear Mr. Laughlin,

This letter shall serve as Carrollton Bank's reference letter for Conference Technologies, Inc. Current relationship status with Carrollton Bank is outlined below:

- **$8,000,000.00 Line of credit**
  - Secured by all business assets of Conference Technologies, Inc.
  - Amount available to borrow is $8,000,000.00 and is governed by borrowing base report.
  - Maturity of Line: July 19, 2025
  - Covenants – Standard financial reporting requirements
- **Payment History** : All accounts paid as agreed
- **Average Deposit Account Balance**
  - $13,232,000.00

Conference Technologies, Inc is an outstanding client and held in high regard at the Bank.

If there are any other inquires on the above referenced client, please feel free to contact me.

Sincerely,

Randy M Russell | CARROLLTON BANK
Regional President | Commercial Banking
1925 Richardson Rd. Arnold, MO 63010
636.306.2225 O 636.591.1035 F
rrussell@carrolltonbanking.com | www.carrolltonbanking.com

SURETY REFERENCE

MarshMcLennan Agency

Marsh McLennan Agency
825 Maryville Centre Drive | Suite 200
Chesterfield | MO 63017
T +1 314 594 2700
MarshMMA.com

January 5, 2024

RE: Conference Technologies, Inc.

To Whom It May Concern:

Conference Technologies, Inc. is a valued Travelers Casualty and Surety Company of America surety customer. Travelers Casualty and Surety Company of America is one of the most financially sound insurance companies in the United States and enjoys a Best Rating of A+ + with financial strength category of XV.

Due to Conference Technologies, Inc.'s reputation, technical expertise, financial strength, quality equipment and experienced labor force, Marsh McLennan Agency is prepared to consider performance and payment bonds for single jobs in the $50,000,000.00 range with an aggregate work program of $150,000,000.00 subject to the conditions below.

Marsh McLennan Agency is proud to be associated with Conference Technologies, Inc. Should a project be awarded to and accepted by Conference Technologies, Inc., we are prepared to consider providing the required bonds on their behalf. Any bonds are subject to acceptable review of the contract terms and conditions, bond forms, confirmation of financing, and any other underwriting considerations at the time of the request. It should be understood that any arrangement for bonds is strictly a matter between Conference Technologies, Inc. and the Travelers Casualty and Surety Company of America. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Please feel free to contact me if you have any specific questions regarding Conference Technologies, Inc. or their surety bond program.

Sincerely,

Andrew P. Thome,
Attorney-in-Fact, Travelers Casualty and Surety Company of America

Clients Nationwide

ACTi

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Conference Technologies, Inc.
11653 Adie Road
Maryland Heights, MO 63043

OWNER:
(Name, legal status and address)
City of Chickasha
117 N. 4th Street
Chickasha, OK 73018

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Mail Notices To:
Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford. CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BOND AMOUNT: **Five Percent (5%) of the Amount Bid**

PROJECT: **RFP COC-2406 - 2024 City Council Chambers A/V Improvements**

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **16th** day of **October, 2024**

Kathleen Odonnell
(Witness)

Conference Technologies, Inc.
(Principal) *(Seal)*
(Title) CFO

Braden Askew
(Witness) **Braden Askew, Witness**

Travelers Casualty and Surety Company of America
(Surety)
Shandi L. Swederska
(Title) **Shandi L. Swederska , Attorney-in-Fact**

SEAL

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State of **Missouri**
County of **St. Louis**

On **10/16/2024**, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Shandi L. Swederska** known to me to be Attorney-in-Fact of

Travelers Casualty and Surety Company of America

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Braden Askew

Braden Askew, Notary Public

BRADEN ASKEW
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Jan. 8, 2028
Commission # 24049129

My Commission Expires:

TRAVELERS

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

POWER OF ATTORNEY

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 the Companies do hereby make, constitute and appoint **Shandi L. Swederska** of **CHESTERFIELD**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and 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 **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, 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 said Companies 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, 2026**

NOTARY PUBLIC CONNECTICUT

Anna P. Nowik, Notary Public

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**.

SEAL SEAL SEAL

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.

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

CITY OF CHICKASHA

CHICKASHA, OKLAHOMA

SPECIFICATIONS & BIDDING DOCUMENTS

Contract Administered by:

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

Shae S Mortimer
Shae Mortimer

August 13, 2024
Date

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

Advertise Dates: September 26, 2024
October 3, 2024

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

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

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

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

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

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

Keith Johnson
Keith Johnson, City Manager

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

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

_____
Susan M. McDaniel, CMC - City Clerk

INVITATION TO BID

MAIL SEALED BIDS TO:	PERSONAL OR COMMON CARRIER DELIVERY
CHICKASHA CITY CLERK	CHICKASHA CITY CLERK
117 NORTH 4TH STREET	117 NORTH 4TH STREET
CHICKASHA, OKLAHOMA 73018	CHICKASHA, OKLAHOMA 73018

DATE BID TYPED:	BID NO.: COC-2406	TITLE: Design / Build 2024 City Council Chambers A/V Improvements
NO BIDS WILL BE ACCEPTED AFTER: Wednesday, October 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD
VENDORS NAME: Vox Industries, LLC dba Vox Audio Visual		REASON FOR NO BID:
MAILING ADDRESS: 1205 SW 2nd St		
CITY: Oklahoma City	STATE: OK / ZIP: 73108	TERMS: 50% Due on Signing, 25% Upon Star of Work, 25% Upon completion
AREA CODE: 405 / TELEPHONE NO.: 293-1912	FAX NO.	DELIVERY:
E-MAIL ADDRESS: lindsay@voxaudiovisual.com		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.

NON-COLLUSION AFFIDAVIT

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

STATE OF Oklahoma, COUNTY OF Oklahoma,

Stephen Tyler of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

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

Subscribed and sworn to before me this 16 day of October, 2024

Notary: L Davidson

My Commission Expires: 11/4/2026

Bidder

THIS AFFIDAVIT MUST BE NOTARIZED TO BE VALID

LINDSAY NICOLE DAVIDSON
Notary Public, State of Oklahoma
Commission # 22014951
My Commission Expires 11-04-2026

BUSINESS RELATION AFFIDAVIT

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

STATE OF Oklahoma, COUNTY OF Oklahoma,

Stephen Tyler 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 of director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

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

None

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

Subscribed and sworn to before me this 16 day of October, 2024

Notary: L Davidson

My Commission Expires: 11/4/2026

Bidder

THIS AFFIDAVIT MUST BE NOTARIZED TO BE VALID

LINDSAY NICOLE DAVIDSON
Notary Public, State of Oklahoma
Commission # 22014951
My Commission Expires 11-04-2026

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 the in the best interest of the City of Chickasha.
Any bid received by the awarding public agency or an officer or employee thereof, more that 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.

CHISHOLM TRAIL CONSULTING, LLC

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

ADDENDUM #1

DATE: October 15, 2024

PROJECT: City of Chickasha
RFP COC-2406 – DESIGN/BUILD
2024 City Council Chambers A/V Improvements

This Addendum clarifies, corrects or changes the Bid Documents or Contract Requirements as noted:

1. This item revises the quantity of microphones and adds clarification to the requirements for microphones. The Bid Proposal form is hereby revised. All Bidders shall complete and submit the revised Bid Proposal form, attached. Additional clarifications regarding the number of microphones are as follows:
   a. Dais – remove and replace nine (9) gooseneck microphones.
   b. West table – remove and replace two (2) gooseneck microphones.
   c. East table – remove and replace one (1) gooseneck microphone.
   d. Podium – remove and replace one (1) gooseneck microphone.
   e. Wireless handheld microphones – two (2).
   f. Additional wireless microphones (handheld or gooseneck) – five (5).
   g. Total number of microphones – twenty (20).

Receipt of Addendum #1 is hereby acknowledged by:

Vox Audio Visual
Name of Firm

10/15/2024
Date

Stephen Tyler - Technical Director
Name/Title

ALL BIDDERS MUST SUBMIT A SIGNED COPY OF THIS ADDENDUM WITH THEIR BID.

Bid Proposal REVISED

BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
1	ACOUSTIC MITIGATION, DESIGNED AND INSTALLED	L. SUM	1	$ 32,440	$ 32,440
2	MICROPHONES, INSTALLED	EACH	20	$1025.20	$ 20,504
3	SPEAKERS, INSTALLED	EACH	4	$2,337.56	$ 9,350.24
4	SOUND BARS, INSTALLED	L. SUM	1	$ 2,818.50	$ 5,637
5	ADA-COMPLIANT ASSISTIVE LISTENING DEVICES, INSTALLED	EACH	2	$ 2,308	$ 4,616
6	SOUND SYSTEM PANEL, INSTALLED	EACH	1	$ 16,192.29	$ 16,192.29
7	MONITORS, INSTALLED	EACH	2	$ 5,690.12	$ 11,380.24
8	CAMERAS, INSTALLED	EACH	6	$5,307.88	$ 31,847.28
9	TRAINING, COMPLETE	HOURS	8	$ 150	$ 1,200
TOTAL BID				$ 138,167.05	

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

Time of Completion: 12/31/2024

Bidder: Vox Audio Visual
Name of Company

By: Stephen Tyler - Technical Director
Signature & Title

Mailing Address: 1205 SW 2nd St Oklahoma City, OK 73108

405-231-1912
Phone No

Fax No

stephen@voxaudiovisual.com
Email

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

MY COMMISSION EXPIRES:

11/4/2026

L. Davidson
NOTARY PUBLIC

LINDSAY NICOLE DAVIDSON
Notary Public, State of Oklahoma
Commission # 22014951
My Commission Expires 11-04-2026

GENERAL PROVISIONS

1. Definitions

A. "City" means the City of Chickasha.

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

2. Submission

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

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

3. Insurance and Bonds

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

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

The following bonds are required for this project:
A. Bid Bond
B. Performance Bond
C. Maintenance Bond or one-year warranty, including parts and labor

The following insurance documents are required for this project:

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

The City shall be named as an additional insured.

4. Rejection of Bids

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

5. Award of Contract

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

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

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

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

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

BID OPENING

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

PRE BID CONFERENCE

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

INSTRUCTIONS TO BIDDERS

1. Bid documents shall be obtained from QUESTCDN.com. Bid documents, plans, and specifications may be examined at the City Clerk's Office, 117 N. 4th Street, Chickasha, Oklahoma 73018.

2. No bidder may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.

3. Any bid must be accompanied by a Non-Collusion Affidavit and a Business Relations Affidavit. All bidders shall use the enclosed forms to satisfy this requirement.

4. Any bids received after the closing time will be returned unopened. Minority and small business owners are encouraged to submit proposals.

5. **All bidders must visit and inspect the site and shall be familiar with the physical characteristics and conditions at the site prior to submitting a bid.**

SPECIFICATIONS

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

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

1.14. The contractor shall procure all necessary permits or licenses to carry out his work.

1.15. In any instance where these specifications call for materials for construction of a better quality or larger capacity than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in other cases of direct conflict between the codes and the specifications.

1.16. Purchases of materials for this project shall be exempt from Sales taxes and use taxes in accordance with Oklahoma Statutes.

2. ADDITIONAL REQUIREMENTS

2.1. All materials shall be new and shall be of standard production as offered by the manufacturer, unless otherwise approved by the Owner.

2.2. Contractor shall submit two hard copies of materials submittals for review and acceptance by the Owner prior to ordering materials. Submittals shall include color and material samples for evaluation of compatibility with existing room finishes and treatments.

2.3. Acoustic panels shall be architecturally compatible with the existing room finishes and treatments, as approved by the Owner.

2.4. Contractor shall provide written notice to the Contract Administrator two weeks in advance of starting work.

2.5. Preserve existing room finishes, treatments and furniture.

2.6. Schedule work so as to not interfere with City Council meetings and Staff meetings in the chambers. Coordinate with Contract Administrator.

2.7. All onsite work shall take place during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except City holidays.

CITY OF CHICKASHA
117 N 4TH ST
CHICKASHA OK 73018

CITY OF CHICKASHA
117 N 4TH ST
CHICKASHA OK 73018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/16/2024

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

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

PRODUCER	CONTACT NAME: CompSource Mutual Insurance Company	
	PHONE (A/C, No, Ext): (405) 232-7663 ext. 5102	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CompSource Mutual Insurance Company	36188
INSURED	INSURER B :	
Vox Industries LLC DBA Vox Audio Visual	INSURER C :	
1205 SW 2nd St	INSURER D :	
Oklahoma City, OK 73108	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		03116689 23 1	11/01/2023	11/01/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

CERTIFICATE HOLDER

City of Chickasha
117 N 4th St
Chickasha, OK 73018

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED:
CompSource Mutual Insurance Company		Vox Industries LLC DBA Vox Audio Visual 1205 SW 2nd St Oklahoma City, OK 73108
POLICY NUMBER 03116689 23 1		
CARRIER CompSource Mutual Insurance Company	NAIC CODE 36188	EFFECTIVE DATE: 11/01/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DBA names:
Vox Audio Visual

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The ACORD name and logo are registered marks of ACORD

Vox Audio Visual

SIMPLY THE BEST AUDIO, VISUAL, AND CONTROL SYSTEMS

Proposal To:

City of Chickasha

For:

OK-Chickasha-City of Chickasha City Council Chambers AV

October 15, 2024

COUNCIL CHAMBERS

ACOUSTIC MITIGATION

IMAGE	QTY	DESCRIPTION
	1	VOXAV Misc Hardware Acoustic Treatment Budget Placeholder - Final acoustic design, materials, finish, and placement to be coordinated with client.
	1	VOXAV Labor

MICROPHONES

IMAGE	QTY	DESCRIPTION
	13	Audio-Technica ES925C15/XLR Cardioid Condenser Microphone
	13	Audio-Technica ATND8677A Microphone Desk Stand
	1	Netgear GSM4212P-100NAS GSM4212P-100NAS
	1	Audio-Technica ESW-R4180DAN Bundle
	1	Audio-Technica ESW-R4180DAN ESW 8ch Receiver Dante
	5	Audio-Technica ESW-T4107/925C15 ESW Desk Stand TX W/925c15
	2	Audio-Technica ESW-T4102/C510 ESW Handheld TX W/C510
	1	Audio-Technica ESW-CHG4AD ESW 2-Bay Charging Station Bundle
	2	Audio-Technica ESW-CHG5 ESW 4-Bay Charging Station

IMAGE	QTY	DESCRIPTION
	1	VOXAV Labor

SPEAKERS

IMAGE	QTY	DESCRIPTION
	4	Yamaha Commercial Audio VXL1W-16P PoE Line Source Loudspeaker, 16 Drivers, White Version
	1	SmartWire CAT6P-GRY 1000ft 23-4P UNS SOL CMP C6 Gry Jkt
	1	VOXAV Labor

SOUND BARS

IMAGE	QTY	DESCRIPTION
	2	Yamaha Commercial Audio VXL1W-16P PoE Line Source Loudspeaker, 16 Drivers, White Version
	0.5	SmartWire CAT6P-GRY 1000ft 23-4P UNS SOL CMP C6 Gry Jkt
	1	VOXAV Labor

ASSISTED LISTENING SYSTEM

IMAGE	QTY	DESCRIPTION
	1	Listen Technologies LS-31-072-D Listen iDSP Essentials Level 2 Stationary RF System (72 MHz) (Dante)
	0.25	SmartWire RG58P-BLK RG58U 20SBC 95%TCB CMP Blk Jkt

SOUND SYSTEM PANEL

IMAGE	QTY	DESCRIPTION
	1	Netgear GSM4230P-100NAS GSM4230P-100NAS

IMAGE	QTY	DESCRIPTION
	1	**Lowell LPR-2122PGT Bundle**
	1	Lowell LPR-2122PGT Portable Rack 21Ux22D
	1	VOXAV Vanity Panel 1RU 3mm No Infill
	2	Lowell SEP-1 Steel Panel w flange 1U
	1	Lowell SEP-2 Steel Panel w flange 2U
	2	Lowell USV-110 Vented Rack Shelf 1Ux10D
	1	Lowell ACS-1512 Power Strip 15A 12-Outlet
	1	APC SMT750RM2UC APC Smart-UPS 750VA LCD RM 2U 120V with SmartConnect
	1	QSC CORE 8 FLEX Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, VoIP telephony, 8x8 GPIO, 8 AEC processors, Half-size 1RU.
	1	QSC SLMST-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable) license for Microsoft Teams Room software features, enables both Q-SYS Scripting and UCI Deployment, Perpetual
	1	Ubiquiti Networks UCG-ULTRA COMPACT MULTI-WAN UNIFI CLOUD GATEWAY
	1	Ubiquiti Networks U6-LITE-US UNIFI 6 LITE ACCESS POINT
	2	Vox Flight Deck Controller - Base Station Mount Vox Audio Visual custom control interface solution with a desktop base station with removable magnetic charging case.
	1	IPORT 72300 CONNECT PRO CASE BLACK works with iPad 10.2" (9th gen)

IMAGE	QTY	DESCRIPTION
	1	IPORT 72352 CONNECT PRO BaseStation Black
	1	Apple IPAD9GEN64GB-SG Apple 9th Generation Space Gray Ipad
	1	Generic Back Box / Trim Ring Dual gang back box or trim ring as needed to mount equipment
	1	IPORT 72101 CONNECT PoE+ Network Adapter
	1	VOXAV Labor

MONITORS

IMAGE	QTY	DESCRIPTION
	2	Sony FW-85EZ20L 85" BRAVIA 4K HDR PROFESSIONAL LITE DISPLAY
	1	Chief LCB1U CEILING MOUNT, B2B, LARGE
	1	Chief CMA395 ANGLED CEILING ADAPTER
	1	VOXAV Misc Hardware 1.5 Pole Drop
	1	Tripp Lite Ultrablok428 Premium protection for A/V critical components and computer peripherals against dangerous power surges, spikes and line noise.
	1	Chief CSSLP15X10 PROXIMITY,SLIDE LOCKING PLATE,15X10
	1	VOXAV Labor
	2	AVPro Edge AC-MXNET-1G-D Decoder; HDMI, USB, IR, RS232, Fiber & RJ45--Not Comptible with V2 Systems

IMAGE	QTY	DESCRIPTION
	1	AVPro Edge AC-MXNET-CBOX-B Control Box for MXNET System
	2	AVPro Edge AC-MXNET-1G-E Encoder; HDMI, HDMI Loop, USB, IR, RS232, Fiber & RJ45--Not Compatible with V2 Systems
	0.5	SmartWire CAT6P-GRY 1000ft 23-4P UNS SOL CMP C6 Gry Jkt

CAMERAS

IMAGE	QTY	DESCRIPTION
	6	QSC NC-12x80 12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket
	1.2	SmartWire CAT6P-GRY 1000ft 23-4P UNS SOL CMP C6 Gry Jkt
	1	VOXAV Labor

TRAINING

IMAGE	QTY	DESCRIPTION
	1	VOXAV Labor

LABOR TOTAL	$32,500.00
COUNCIL CHAMBERS TOTAL	**$144,925.32**

WARRANTY AND SERVICE

WARRANTY

3-year warranty barring Acts of God including but not limited to floods, roof leaks, fire, excessive heat, lightning direct building strikes, lightning or power surges through power supply, lightning or power surges through data cables, etc.

Warranty does not include or cover vandalism, theft, or loss of portable electronics such as iPad, wireless transmitter, and laser pointer.

Warranty does not cover Firmware updates required to maintain operation if network connectivity is not allowed for automatic updates.

Warranty does not cover incompetent operation such as improper settings on user's computers.

Warranty specifically covers craftsmanship, equipment defects, equipment recalls, and integration matters. Manufacturer's warranties shall be honored and passed through as a representative of those entities to customer.

Complete installation, commissioning, and training included.

SERVICE REQUESTS

Vox will provide nearly immediate free phone support to assist with an issue during normal business hours Monday - Friday. Individual technicians may elect to assist telephonically after normal business hours but are not obligated to do so.

We shall perform onsite service requests within 48 hours upon notification of a site-required visit. Same day assistance before 3pm Central Time is our targeted response goal.

The appropriate procedure for a service request is to contact our main office via telephone 405-231-1912, emailing the Office Manager of record, or utilizing our online contact request form on the www.voxaudiovisual.com contact us website page.

Service rates are $275.00 per hour with a (2) hour minimum for onsite visits or for remote programming and/or remote access time to make changes to a system.

SOFTWARE / SUBSCRIPTIONS / CONFERENCING

This proposal does not provide software subscriptions including conferencing platforms such as Zoom, Teams, Blue Jeans, or WebEX. We leave that to the client to setup, manage, and purchase necessary platforms as they see fit.

CUSTOMER OBLIGATIONS + INSTALL STRATEGY

1. Please provide and coordinate access to the site.
2. A location such as a dumpster where debris may be properly disposed of.

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

- 50% deposit (due upon the signing of this agreement to order equipment and initiate installation drawings for key installation elements requiring clarification.)
- 25% upon the beginning of installation
- 25% upon final completion

EQUIPMENT TOTAL	$112,425.32
SHIPPING TOTAL	$0.00
LABOR TOTAL	$32,500.00
SUBTOTAL	$144,925.32
TOTAL SALES TAX	$0.00
PROJECT TOTAL	$144,925.32

ACCEPTANCE

CITY OF CHICKASHA

SIGNED

DATE

PRINT NAME

TITLE

VOX AUDIO VISUAL

SIGNED

DATE

PRINT NAME

TITLE

CHICKASHA

CITY OF CHICKASHA
RFP COC-2406
DESIGN/BUILD
2024 CITY COUNCIL CHAMBERS A/V IMPROVEMENTS
BID TABULATION AS-READ

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

COMPANY NAME	TOTAL BID
VOX AUDIO VISUAL	$138,167.05
FORD AUDIO VIDEO	
CTI	$62,405.98
VIDEO REALITY	$112,539.06
AVL SYSTEMS DESIGN	$99,807.00

CTC
CHISHOLM TRAIL CONSULTING, LLC

Bid Proposal REVISED

BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
1	ACOUSTIC MITIGATION, DESIGNED AND INSTALLED	L. SUM	1	$ 18,290.00	$ 18,290.00
2	MICROPHONES, INSTALLED	EACH	20	$ 946.00	$ 18,920.00
3	SPEAKERS, INSTALLED	EACH	4	$ 2416.25	$ 9665.00
4	SOUND BARS, INSTALLED	L. SUM	0	$ 0	$ 0
5	ADA-COMPLIANT ASSISTIVE LISTENING DEVICES, INSTALLED	system	1	$ 2065.00	$ 2065.00
6	SOUND SYSTEM PANEL, INSTALLED	EACH	1	$ 25,281.00	$ 25,281.00
7	MONITORS, INSTALLED	EACH	0	$ 0	$ 0
8	CAMERAS, INSTALLED	EACH	3	$ 8232.00	$ 24,696.00
9	TRAINING, COMPLETE	HOURS	8	$ 111.25	$ 890.00
TOTAL BID				$ 99,807.00	

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

Time of Completion: 30 days after final design approval

Bidder: AVL Systems Design
Name of Company

By: President
Signature & Title

Mailing Address: 14901 Bristol Park Blvd Edmond, OK 73013

405-749-1866
Phone No

405-749-1851
Fax No

mpierce@avl2.com
Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF Oct. 2024.

MY COMMISSION EXPIRES:

5-16-27

Stacy Elizabeth Pierce
NOTARY PUBLIC

STACY ELIZABETH PIERCE
NOTARY
No. 11004449
Expires 16 May 2027
PUBLIC
STATE OF OKLAHOMA

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: 10-15-2024	BID NO: COC-2406	TITLE: Design / Build 2024 City Council Chambers A/V Improvements
NO BIDS WILL BE ACCEPTED AFTER: Wednesday, October 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD
VENDORS NAME: AVL Systems Design		REASON FOR NO BID:
MAILING ADDRESS: 14901 Bristol Park Blvd		
CITY: Edmond	STATE: OK / ZIP: 73013	TERMS:
AREA CODE: 405 / TELEPHONE NO. 749-1866	FAX NO. 405-749-1851	DELIVERY:
E-MAIL ADDRESS mpierce@avl1.com		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. 73-1598367

NON-COLLUSION AFFIDAVIT

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

STATE OF Oklahoma, COUNTY OF Okalahoma.

Marc Pierce 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 and 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. 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

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

STACY ELIZABETH PIERCE NOTARY No. 11004449 Expires 16 May 2027 PUBLIC STATE OF OKLAHOMA

Bidder

Subscribed and sworn to before me this 15th day of Oct., 2024

Stacy Elizabeth Pierce
Notary

5·16·27
My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

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

STATE OF Oklahoma, COUNTY OF Oklahoma.

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

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer of 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).

STACY ELIZABETH PIERCE NOTARY No. 11004449 Expires 16 May 2027 PUBLIC STATE OF OKLAHOMA

Bidder

Subscribed and sworn to before me this 15th day of Oct., 2024

Stacy Elizabeth Pierce
Notary

5·16·27
My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone **are not acceptable. NOTE:** Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.
MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to the in the best interest of the City of Chickasha.
Any bid received by the awarding public agency or an officer or employee thereof, more that 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.

CHISHOLM TRAIL CONSULTING, LLC

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

ADDENDUM #1

DATE: October 15, 2024

PROJECT: City of Chickasha
RFP COC-2406 – DESIGN/BUILD
2024 City Council Chambers A/V Improvements

This Addendum clarifies, corrects or changes the Bid Documents or Contract Requirements as noted:

1. This item revises the quantity of microphones and adds clarification to the requirements for microphones. The Bid Proposal form is hereby revised. All Bidders shall complete and submit the revised Bid Proposal form, attached. Additional clarifications regarding the number of microphones are as follows:
   a. Dais – remove and replace nine (9) gooseneck microphones.
   b. West table – remove and replace two (2) gooseneck microphones.
   c. East table – remove and replace one (1) gooseneck microphone.
   d. Podium – remove and replace one (1) gooseneck microphone.
   e. Wireless handheld microphones – two (2).
   f. Additional wireless microphones (handheld or gooseneck) – five (5).
   g. Total number of microphones – twenty (20).

Receipt of Addendum #1 is hereby acknowledged by: AVL Systems Design
Name of Firm

10-15-2024
Date

Steve Covey, Director Bid Estimation
Name/Title

ALL BIDDERS MUST SUBMIT A SIGNED COPY OF THIS ADDENDUM WITH THEIR BID.

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we AVL Systems Design, LLC

Bristol Park Blvd., Edmond, OK 73013

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held and firmly bound unto

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

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Bid Amount, Dollars ($ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: City Council Chambers Audio, Video & Acoustical Upgrade

Bid Date: October 16, 2024

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of October , 2024 .

AVL Systems Design, LLC

Witness

Title (Seal)

Granite Re, Inc.

Attorney in Fact Susan Travis (Seal)

GR0614-2

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

HEATHER DAWN ODELL; RONALD L. HAMMOND; JENNIFER LYNN DEATHERAGE; WYLEA SANDERS; SCOTT PEARSON; BRIDGETT M. MCELMURRY; EDWARD MCGRATH; SUSAN TRAVIS; SHANNON VAUGHN; DANI MOORE; ANNISSA DEJARNETT; BRYSE A. MARTIN; AMANDA GUNN; TIA ACKLEY; MCKENZIE GAVIN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

HEATHER DAWN ODELL; RONALD L. HAMMOND; JENNIFER LYNN DEATHERAGE; WYLEA SANDERS; SCOTT PEARSON; BRIDGETT M. MCELMURRY; EDWARD MCGRATH; SUSAN TRAVIS; SHANNON VAUGHN; DANI MOORE; ANNISSA DEJARNETT; BRYSE A. MARTIN; AMANDA GUNN: TIA ACKLEY; MCKENZIE GAVIN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

BETHANY J. ALRED #11003620 EXP. 04/21/27 STATE OF OKLAHOMA NOTARY PUBLIC

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of October, 2024.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

AVL SYSTEMS DESIGN

Council Chambers A/V Improvements

City of Chickasha

117 N 4th St
Chickasha, OK 73018
(405) 222-6021

14901 Bristol Park Blvd
Edmond, OK 73013
Office Line (405)749-1866
Office Line (405)749-1867
fax (405)749-1851
www.avl1.com

City of Chickasha - Council Chambers A/V IMprovements

PROJECT SUMMARY

Project Subtotal	$99,807.00
Tax	$0.00
TOTAL	**$99,807.00**

PROJECT INFORMATION PROVIDED TO CUSTOMER---NOT FOR DISTRIBUTION

Pricing good for 15 days. Items listed are subject to change due to product availability.
All applicable taxes are the responsibility of the purchaser and may not be reflected in the amount above.
By signature, the listed Client is agreeing to all Terms and Conditions as stated on the attached document, is declaring they have the authority to enter into this Agreement, and is authorizing AVL Systems Design to commence work on this Project. An Installation or Design Agreement may also follow this proposal at a separate time.
If the client supplies a Purchase Order, an installation agreement may not be required.

INVOICES PAID BY CREDIT CARD WILL BE CHARGED AN ADDITIONAL 3.0% CONVENIENCE FEE

Notice to Proceed Signature:_____ **Date:**_____

AVL has substantial experience in design and installation of large facility Audio/Video Systems as well as high school gyms and performing arts centers. Some of our notable projects include: Oklahoma City Convention Center, OSU Gallahger-Iba Arena, OSU Boone Pickens Stadium, OSU O'brate Baseball Stadium, OSU Neal Patterson Soccer Stadium, University of Oklahoma Memorial Stadium, Missouri Southern State University Performing Arts Center, Pittsburgh State Performing Arts Center, Joplin HS Performing Arts Center & Gym, All three Edmond High School Performing Arts Centers, Kansas State Residence Hall, Pioneer Cellular Event Center Weatherford, Oklahoma City Community College Performing Arts Center, Choctaw Nation Headquarters, Newcastle Casino, Tonkawa Casino, Comanche Cache Casino, Kaw Casino, Design of Cheyenne-Arapaho HQ A/V, plus many others. Smaller venues include: design & install of gym and football stadiums at all Edmond high schools, Edmond Aquatics Center, Noble High School gym and performing arts center, Enid High School gym and performing arts center, Hennessey High School Event Center, Jenks High School Gym, Shattuck High School Gym, Woodward Event Center plus countless others. Houses of Worship projects are our specialty. AVL has designed and installed countless church Audio/Video systems. The latest include Southern Hills Baptist Church, Quail Springs Baptist Church, Henderson Hills Baptist Church, Ft. Sill Chapel, North Pointe Baptist Church, First Baptist OKC, Federated Church Kingfisher, First Baptist Shawnee, First Baptist Tulsa, First Baptist Hinton, The Crown Center Moore, Crossings Community Church Chapel, Victory Family Church, Southgate Baptist Church Moore, and many more. As for corporate Audio/Video Systems, AVL has designed and/or installed systems for the Norman Municipal Complex, Choctaw Nation Headquarters, American Energy Partners, Ben E. Keith, Absent Shawnee Tribe, Oklahoma Police Retirement, Oklahoma Teacher Retirement, University of Central Oklahoma, Oklahoma Police Retirement, OSU Alumni Center plus countless others.

AVL Scope & Contingencies

This proposal covers only the Council Chambers Audio/Video Improvements for The City of Chickasha, OK. No other systems are included in our bid. Our bid provides equipment and installation for these systems unless otherwise noted. AVL fully understands the scope of this project, meets all the qualifications, carries the required insurance (including **Design Liability insurance**) and has all the resources to undertake and complete the project. Our proposal includes the proposed equipment listed below, low voltage cabling (except where provided by others or already exists) rigging & hardware plus its installation, low voltage cable termination, system programming, commissioning and adjustments necessary for the system's operation except as noted. AVL will remove all A/V equipment not being reused and turn over to the client. Any changes to the equipment or scope will constitute a change order. Customer training will be provided. Our bid provides a One Year Parts and Workmanship Warranty from the date of AVL Project Sign Off form is signed. AVL will act as a single point of contact for all system warranty issues. AVL will complete all work specified without the use of subcontractors.

The following is to be provided and/or installed by others:

All high voltage power circuits, cabling, receptacles and termination and cable pull as needed.
Owner furnished equipment or services listed or implied.
Chairs and table must be moved for use of scaffolding.

Schedule/Delivery

AVL will start preparing for product procurement immediately after receipt of an executed contract. Installation of equipment is contingent upon availability. Covid-19, electronic chip shortage, manufacturer stocking practices and supply chain delays have slowed manufacturing and delivery times which could affect the start of installation and/or completion. Installation is also contingent upon electrical and other trades being complete with their scope as it applies to these systems. AVL will complete the project on time unless prevented by any of the above situations.

System Description

Acoustics - The room will be treated with 2 inch multi-density fiberglass panels wrapped in standard fabric. Fabric color will be coordinated with the client. Upgraded and premium fabrics are available at an additional cost if desired. The panels will be 4ft x 8ft and 2ft x 8ft and placed as shown in the attached pictures. Each panel will attach to the wall using Z-Clip bars and industrial adhesive. Z-Clips provide an assured straight and plumb panel installation over the impaling clips normally used. Installation of these panels will greatly reduce the reverberations in the room. It will not eliminate them because of the 8ft high wood paneling all the way around the room. This would have to be treated to further reduce the reverberations. It can be done if the integrity of the wood can be compromised. A price for this treatment can be provided if desired.

Microphones – All the gooseneck microphones will be replaced with 18 inch versions of what is currently installed. This will get the mics closer to the members to provide higher volume throughout the room. Seven digital wireless handheld microphone systems will be provided and installed. This will provide five mics at the staff tables and two extras for use elsewhere. Levels of all the mics will be adjusted via a touch panel controller that will be explained under the Sound System Panel description.

Speakers – The two existing speakers will be removed. Two column array speakers will be installed on the wall behind the council dais. The top of the speakers will be installed even with the top of the acoustic panels and in between the two outer panels on each side. Column speakers radiate a narrow beam of sound vertically. Pointing the speakers slightly downward directs the sound only where it is needed instead of splattering it all around the room. The two speakers will cover the

room horizontally very well so all will have no trouble hearing what is being transmitted. The speakers will be white.
Assistive Listening – An assistive listening system will be provided the will have four receivers and ear pieces. Two neck loop lanyards are provided for those with the properly equipped hearing aids. All audio will be transmitted through this system for pickup by the supplied receivers. Additional receivers can be provided if desired.
Sound System Panel – A majority of the equipment in the racks will be replaced. The mixers currently installed only provide level adjustment. They do not have the capability to adjust microphone equalization or provide gating and compression which are vital to this many microphones operating in a single room as this. The new system will consist of an audio Digital Signal Processor (DSP) that will provide all the audio routing, level adjustment, equalization and specific tailoring to drastically improve the sound quality. You will actually be able to understand people speaking through the microphones. All of the user level adjustment will be with a 10 inch touch panel controller mounted on the front of the equipment rack. This touch panel will be very intuitive and easy to operate. It will provide all the adjustment the operator will need.
Camera System – The existing video switcher only have four inputs in which all are currently being used. There is not an input for an additional camera. Therefore the video switcher must be replaced with one that has more inputs. A new six input video switcher will be provided as well as three new Pan/Tilt/Zoom cameras and controller. An external encoder will be provided that will stream the audio & video to the desired streaming sites. Operation will be much the same as it is with a few additional capabilities.
Training – User training will be provided on all new equipment.

The above system provided by AVL will be considerably easier to operate, sound tremendously better and have greater functionality.

If budget constraints are a concern, some of the existing equipment may possibly be reused to reduce the cost. At the City's request we can revise our quote

If budget allows, there are better options available as well to provide even more functionality, better hearing capability plus functions that will enhance your City Council meetings.
We would be glad to discuss this further at the City's request.

Steve Covey
Design Specialist
AVL System Design
14901 Bristol Park Blvd.
Edmond, OK 73013
405-749-1866 (Office)
405-760-1186 (Cell)
405-749-1851 (Fax)
scovey@avl1.com

ACOUSTICS

1	Specific Acoustic Panels for this area G&S G&S Acoustic Panel Quote
1	Hardware for Installation AVL Hardware
1	Scaffolding to reach high places beyond ladder height AVL Scaffolding
1	Custom Installation Labor AVL Installation Labor
1	Engineering Services AVL Engineering
1	Mobilization Expenses AVL Mobilization
1	Shipping and Handling for Products and Hardware AVL Shipping and Handling

MICROPHONES

13	Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp w/XLR Shure MX418/C
4	Q-SYS Peripheral Providing 4 mic/line inputs. 1U-1/4W, powered over Ethernet or +24 VDC. QSC QIO-ML4i
2	Rack Mount Tray and Blanking Panels to Mount up to Four QIO Units. QSC QIO-RMK
7	Handheld Transmitter w/SM58 Microphone Shure QLXD2/SM58-
7	Half-Rack, Single Channel Receiver Shure QLXD4-
3	Antenna Distribution System With Cascade RF Venue DISTRO4
5	Desk Stand,. 8" – 13" Height, Ebony Base, Ebony Tube Atlas DS7E
1	Hardware for Installation AVL Hardware
1	Cable/Wire for Product Installation and/or Setup AVL Cable/Wire
1	Custom Installation Labor

AVL Installation Labor

1 Engineering Services
AVL Engineering

1 Mobilization Expenses
AVL Mobilization

1 Shipping and Handling for Products and Hardware
AVL Shipping and Handling

SPEAKERS

2 DSP Power Amp 2x650W, Install. w/FIR drive, Phoenix
Dynacord C1300FDI-US

4 Passive Column Speakers, LRC Series, 12 2.5in drivers, 3 2.5in Passive Radiators, 130 Horiz, 20/40 Verticle, WHITE, Pan/Tilt Mount Included
Electro-Voice LRC-1100-W

1 Hardware for Installation
AVL Hardware

1 Cable/Wire for Product Installation and/or Setup
AVL Cable/Wire

1 Custom Installation Labor
AVL Installation Labor

1 Engineering Services
AVL Engineering

1 Mobilization Expenses
AVL Mobilization

1 Shipping and Handling for Products and Hardware
AVL Shipping and Handling

ASSITIVE LISTENING

1 iDSP Advanced Level II Stationary RF System (72 MHz)
Listen LS-57-072

SOUND SYSTEM PANEL

1 Q-SYS Unified Core, 8 input, 8 output, 8 flex
QSC Q-SYS CORE 110F-v2

1 Q-SYS Core 110 UCI Deployment Software License, Perpetual
QSC Q-SYS SLQUD-110-P

1	Q-SYS Core 110 Scripting Engine Software License, Perpetual QSC Q-SYS SLQSE-110-P
1	10" High Definition Touch Screen Controller (Black Only) QSC TSC-101-G3
1	24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch Netgear GSM4230UP
1	Intel Core i7-1165G7 2.8 GHz – 4.7 GHz Turbo, 8 Thread, 12MB Cache, Kingston 16GB RAM, Kingston 512GB PCIe SSD, 28W Intel Iris Xe Graphics, Win 10 Pro Intel NUC11PAHi7
1	Hardware for Installation AVL Hardware
1	Cable/Wire for Product Installation and/or Setup AVL Cable/Wire
1	Custom Installation Labor AVL Installation Labor
1	Engineering Services AVL Engineering
1	Control System Programming AVL Programming
1	Mobilization Expenses AVL Mobilization
1	Shipping and Handling for Products and Hardware AVL Shipping and Handling

CAMERA SYSTEM

3	20x HD/SD-SDI and HDMI PTZ Camera, Black DataVideo PTC-140
3	Professional wall mount for PTC-140 and PTC-150 PTZ cameras. Black DataVideo WM-1
1	Universal Remote Control Panel for PTZ Cameras DataVideo RMC-180 MARK II
1	Kit Includes SE-1200MU Video Switcher & RMC-260 Control Panel DataVideo SEB-1200 Kit
1	H.264 Video Dual Streaming Encoder and Simultaneous MP4 Recorder to SD Card DataVideo NVS-35
4	Micro Converter - BiDirectional SDI/HDMI 3G with Power Supply Blackmagic Design CONVBDC/SDI/HDMI03G/PS
1	HDMI 1x4 18 GBPS Splitter w/HDR & EDID Mgmt AVPro Edge AC-DA14-AUHD-GEN2

1 HDMI 1x2 18 GBPS Splitter w/HDR & EDID Mgmt
AVPro Edge AC-DA12-AUHD-GEN2

1 Hardware for Installation
AVL Hardware

1 Cable/Wire for Product Installation and/or Setup
AVL Cable/Wire

1 Custom Installation Labor
AVL Installation Labor

1 Engineering Services
AVL Engineering

1 Control System Programming
AVL Programming

1 Mobilization Expenses
AVL Mobilization

1 Shipping and Handling for Products and Hardware
AVL Shipping and Handling

1 Performance/Payment Bond (required by specifications)
AVL Performance/Payment Bond

TRAINING

1 Training Services
AVL Training

Product Details

Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp w/XLR
MX418/C

Microflex Standard Gooseneck microphones bring a whole new meaning to the word flexible with their fully adjustable gooseneck. Designed for easy replacement and available in cardioid, supercardioid and omnidirectional polar patterns, the interchangeable cartridges offer wide frequency response and accurate sound reproduction for a wide variety of applications, such as houses of worship, courtrooms and conference centers. Plus, the condenser cartridges fit every model in the Microflex product line for enhanced convenience and consistent sound.

Dimensions:

Q-SYS Peripheral Providing 4 mic/line inputs. 1U-1/4W, powered over Ethernet or +24 VDC.
QIO-ML4i

Professional mic/line connectivity where you need it: QIO Series network audio I/O expanders allows you to provide your Q-SYS system with greater flexibility to deploy mic/line audio connectivity where it's most convenient. The network audio I/O expanders feature professional mic/line level inputs with +48 VDC phantom power and/ or line outputs to ensure high-performance and compatibility, along with microphone detection on inputs to enable monitoring, usage statistics and failure notifications. Additionally, each of the three models features a compact form factor that can be rack- or surface-mounted.
Dimensions:

Rack Mount Tray and Blanking Panels to Mount up to Four QIO Units.QIO-RMK
Rack mount tray and blanking panels to mount up to four QIO units in a 1U 19" standard rack format
Dimensions:

Handheld Transmitter w/SM58 Microphone QLXD2/SM58-
With an interchangeable SM58 microphone cartridge, the QLXD2/SM58 Handheld Wireless Microphone Transmitter is ideal for wireless vocals in presentation spaces, music venues, and houses of worship.
Works with QLX-D Digital Wireless Systems
Offers up to 9 hours of continuous use with 2 AA alkaline batteries or up to 10 hours of continuous use with Shure lithium-ion rechargeable batteries
Includes QLXD2/SM58, 2 AA batteries, battery contact cover, microphone clip, and user guide
Dimensions:

Half-Rack, Single Channel Receiver QLXD4-
Half-rack QLXD4 Digital Wireless Receiver quickly finds open frequencies and deploys them to transmitters via the one-touch sync function.

Works with QLX-D Digital Wireless Systems
Features Ethernet networking and mobile monitoring and control capabilities
Includes QLXD4, hardware for rack-mounting, power supply, two 1/2 wave antennas, 2 BNC cables, 2 BNC bulkhead Adapters, and user guide

Dimensions:

Antenna Distribution System With Cascade DISTRO4
DISTRO4 distributes diversity RF and DC power across four wireless microphone receivers of any brand. A true "distribution amplifier," DISTRO4 splits signals from two antennas (or one Diversity Fin) connected to the rear panel and amplifies them before delivering the signals to multiple receivers in a rack. An additional cascade port is included for daisy chaining multiple units together to accommodate up to 16 receivers per antenna pair.
Dimensions:

Desk Stand,. 8" – 13" Height, Ebony Base, Ebony Tube DS7E
Adjustable Height Desktop Mic Stand 8-13 inch Ebony Finish
Quality Construction Assures Extended Service and Quality Appearance
Versatile Stands Fulfill Functional and Aesthetic Miking Requirements for Microphone Placement
Weighted Bases Provide Maximum Stability
Dimensions:

DSP Power Amp 2x650W, Install. w/FIR drive, Phoenix C1300FDI-US
DYNACORD C Series amplifiers are dedicated installation DSP amplifiers optimized for 24/7 operation. Besides low impedance operation (2 Ohms, 4 Ohms or 8 Ohms) C2800FDi can drive 70 V loudspeaker lines directly without output transformers. Integrated digital signal procesing provides access to professional speaker processing with FIR Drive technology. C Series amplifier utilize Class A/B resp. Class H topologies, which provide market leading acoustic performance and reliability. The connectivity is optimized for the needs of fixed install applications. For low cost of ownership a power saving standby mode is available. A front panel LC display allows local control and supervision of the ampl
Dimensions:

Passive Column Speakers, LRC Series, 12 2.5in drivers, 3 2.5in Passive Radiators, 130 Horiz, 20/40 Verticle, WHITE, Pan/Tilt Mount IncludedLRC-1100-W

Column speaker, 37.4" (1m) tall. 12x 2.5" drivers with proprietary PaSS dispersion control, and 3x 2.5" passive radiators. 130° horizontal coverage, switchable 20°/40° vertical coverage with 5° Acoustic Down-tilt. For 8Ω and 70/100V operation with a 30W transformer with ASC. SwifTilt Pan-Tilt bracket included. Outdoor rated IP56c, white.
Dimensions:

iDSP Advanced Level II Stationary RF System (72 MHz) LS-57-072

Includes
One (1) LT-800-072-01 Stationary RF Transmitter (72 MHz)
One (1) LA-122 Universal Antenna Kit (72 MHz and 216 MHz)
One (1) LA-326 Universal Rack Mounting Kit
Four (4) LR-5200-072 Advanced Intelligent DSP RF Receiver (72 MHz)
Four (4) LA-401 Universal Ear Speaker
Two (2) LA-430 Intelligent Earphone/Neck Loop Lanyard
One (1) LA-423 4-Port USB Charger
One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft. (2 m)
One (1) LA-304 Assistive Listening Notification Signage Kit
Dimensions:

Q-SYS Unified Core, 8 input, 8 output, 8 flex Q-SYS CORE 110F-v2

•Class leading I/O: Core 110f has 24 I/O + USB, POTS and VoIP simultaneously offering the best cost to I/O ratio in a single SKU, single chassis product available on the market.
•8 Flex Channels: Nearly all the flexibility of a card-based DSP solution without the hassle of multiple SKU's and custom ordering.
•True IT Software Integration: The Q-SYS Software platform is a true IT integrative solution that is free of the fixed hardware limitations seen in competing products. It allows for greater functionality such as Layer 3 routing, LDAP contact server integration, SNMP monitoring, and more.
•Suite of Software-Based Conferencing Technology applications: Built and owned by QSC
Dimensions:

Q-SYS Core 110 UCI Deployment Software License, PerpetualQ-SYS SLQUD-110-P

Dimensions:

Q-SYS Core 110 Scripting Engine Software License, PerpetualQ-SYS SLQSE-110-P

Dimensions:

10" High Definition Touch Screen Controller (Black Only) TSC-101-G3

Robust Responsiveness: Projective Capacitive (PCAP) Multi-Touch Surface with 24-bit Color Display
High Resolution Display: 1280 x 800 px with 400 Nits (brightness)
Power Over Ethernet: Allows for simplified single cable installation
Universal Mounting Options: Included accessories for mounting to US standard and European wall and junction boxes
Versatile: Ability to operate in portrait or landscape orientation
UCI Editor:
Easy Drag and Drop Interface: Drag and drop any control Q-SYS element from a Q-SYS design schematic into UCI Editor and easily deploy your design to the touch screen, without any programming experience. Q-SYS UCI Editor allows the import of room diagrams, corporate lo
Dimensions:

24x1G PoE++ 1,440W 2x1G and 4xSFP Managed Switch

GSM4230UP

PoE+, Ultra90 PoE++ and rear-facing ports ensure a clean integration in AV racks. M4250 switches come pre-configured for standard audio and video signals. When requirements are more specific, an AV user interface offers customization with port-based profiles. For audio Dante, Q-SYS and AES67 profiles are available, as well as an AVB profile requiring an AVB license sold separately. For video the M4250 offers profiles for NVX, AMX, Q-SYS, NDI, Dante etc. as well as audio/ video/control mixed profiles. When multiple switches are used, NETGEAR IGMP PlusTM brings automation for you to just connect them together, or with M4300 and M4500 switches.
Dimensions:

Intel Core i7-1165G7 2.8 GHz – 4.7 GHz Turbo, 8 Thread, 12MB Cache, Kingston 16GB RAM, Kingston 512GB PCIe SSD, 28W Intel Iris Xe Graphics, Win 10 Pro NUC11PAHi7

Mini PC with:
11th Generation Intel Core i7-1165G7, 2.8 GHz – 4.7 GHz Turbo, 4 core, 8 thread, 12MB Cache, 28W Intel Iris X Graphics, up to 1.3 GHz
Kingston 16GB DDR4 RAM, Kingston 512GB PCIe Solid State Drive (SSD)
Windows 10 Pro 64Bit, HDMI 2.0b, Mini DisplayPort 1.4 ports, Quad display, and 8K support, Front and rear Thunderbolt 3 ports with 5V/9V fast phone charging profiles.

Dimensions:

20x HD/SD-SDI and HDMI PTZ Camera, Black PTC-140

The camera features remote pan, tilt, and zoom control via a remote control or via IP and serial protocols, and its built-in zoom lens offers an optical zoom range of 20x with a 10x digital zoom to view just about any angle in your setting. The camera supports frame rates and resolutions up to 1080p60, allowing you to utilize high-quality video for your broadcasts and internet streams. The camera sends video over its HDMI and/or SD/HD-SDI ports to compatible HDMI or SDI video converters, switchers, recorders, or other devices. It can also live stream video via the LAN Ethernet port.
Dimensions:

Professional wall mount for PTC-140 and PTC-150 PTZ cameras. BlackWM-1

The WM-1 can be positioned upside-down or rightside-up to suit the certain application. The three-piece design is easy and steady to install onto any wall using the included mounting kit.
Dimensions:

Universal Remote Control Panel for PTZ Cameras RMC-180 MARK II
The Datavideo RMC-300A stands out as a multi-functional multi-camera controller with advanced control protocols. It supports various control protocols such as Sony VISCA, VISCA over IP-S, VISCA over IP-C, and Datavideo DVIP.

With the capability to control up to 24 Datavideo PTZ and block cameras via DVIP or up to 8 Datavideo cameras through serial RS-422 transmission, the RMC-300A provides unparalleled flexibility.
Its user-friendly interface on a 5" touch panel, combined with hardware buttons, empowers users to efficiently manage complex EFP workflows without compromise.
Dimensions:

Kit Includes SE-1200MU Video Switcher & RMC-260 Control PanelSEB-1200 Kit
The Datavideo SE-1200 Bundle is comprised of the SE-1200MU 6-Input HD Video Switcher plus the RMC-260 Controller. The two components of this bundle enable you to control multiple video sources and outputs by using an ergonomically-designed switcher. Employed in lieu of computer-based control, the RMC-260 Controller brings the solidity of a tactile interface to your use of the SE-1200MU 6-Input Switcher. The controller features clearly-labeled, LED-lit buttons and knobs, XPT (cross-point assignment), a sloped interface, and a T-bar lever. The SE-1200MU 6-Input Switcher features four HD-SDI and two HDMI inputs, two HD-SDI outputs, two assignable HDMI multi-view outputs, and chroma and luma key
Dimensions:

H.264 Video Dual Streaming Encoder and Simultaneous MP4 Recorder to SD Card NVS-35
Simultaneously stream up to 1080p60 H.264/AVC video to two web destinations such as Facebook, YouTube, Twitch, Amazon Web Services, and others with the H.264 Dual Streaming Encoder/Recorder from DataVideo. The encoder has one HDMI input and one 3G-SDI input with a maximum resolution of 1080p60, and it can input analog audio for embedding via its RCA and 3-pin XLR inputs. It is capable of two simultaneous streams via its Ethernet port using common protocols such as RTMP/RTSP and SRT in H.264/AVC encoding format.
Dimensions:

Micro Converter - BiDirectional SDI/HDMI 3G with Power Supply CONVBDC/SDI/HDMI03G/PS
The Blackmagic Design Micro Converter - BiDirectional SDI/HDMI 3G with Power Supply converts SDI to HDMI and at the same time HDMI to SDI, even in different formats! Plus it supports camera control protocol conversion, so you can use Blackmagic Pocket Cinema Cameras with professional SDI live production switchers! The Micro Converter BiDirectional SDI/HDMI 3G-PS includes the BMD-PSUPPLY-5V10, 100 to 240V AC power supply with international socket adapters.
Dimensions:

HDMI 1x4 18 GBPS Splitter w/HDR & EDID Mgmt AC-DA14-AUHD-GEN2
The AC-DA14-AUHD-GEN2 is in the first true 18Gbps Distribution Amplifier Family. This products is ideal on all applications where stable distribution is key. These distribution amplifiers can be cascaded for extended distances and and additional outputs

Full 18Gbps and HDR support ensures military grade stability even at the highest of bandwidths. Install the distribution amplifier with confidence in your next bar, restaurant, digital signage, commercial or residential install and see the difference
Dimensions:

HDMI 1x2 18 GBPS Splitter w/HDR & EDID Mgmt **AC-DA12-AUHD-GEN2**

The AC-DA12-AUHD-GEN2 is a member of our true 18Gbps Distribution Amplifier family. This product is ideal on all applications where stable distribution is key. These distribution amplifiers can be cascaded for extended distances and additional outputs.

Full 18Gbps and HDR support ensures military grade stability even at the highest of bandwidths. Install the distribution amplifier with confidence in your next bar, restaurant, digital signage, commercial or residential install and see the difference.
Dimensions:

Custom Installation Labor **Installation Labor**

Our installation division is comprised of some of the most higly-trained and experienced installation professionals in the industry.
Dimensions:

Engineering Services **Engineering**

The AVL Engineering Team is fully certified and trained in all of the latest components and industry techniques. Along with degrees and certifications the AVL engineering team has a combined 30+ years of hands-on experience with the latest and greatest equipment, tools and designs for any Audio, Video, Lighting, Control Systems and Video Conferencing.
Dimensions:

Control System Programming **Programming**

All AVL Systems Programmers are fully certified at the top level of programming for all control systems, DSP, digital consoles and video conferencing equipment plus many more.
Dimensions:

Training Services **Training**

The AVL Engineering Team is fully certified and trained in all of the latest components and industry techniques. Along with degrees and certifications the AVL engineering team has a combined 30+ years of hands-on experience with the latest and greatest equipment, tools and designs for any Audio, Video, Lighting, Control Systems and Video Conferencing.
Dimensions:

EXIT

Bid Proposal REVISED

BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL PRICE
1	ACOUSTIC MITIGATION, DESIGNED AND INSTALLED	L. SUM	1	$	$ 40,805.00
2	MICROPHONES, INSTALLED	EACH	20	$	$ 26,233.30
3	SPEAKERS, INSTALLED	EACH	4	$	$ 8,449.21
4	SOUND BARS, INSTALLED	L. SUM	1	$	$ 0
5	ADA-COMPLIANT ASSISTIVE LISTENING DEVICES, INSTALLED	EACH	2	$	$ 4,091.13
6	SOUND SYSTEM PANEL, INSTALLED	EACH	1	$	$ 15,384.27
7	MONITORS, INSTALLED	EACH	2	$	$ 700.74
8	CAMERAS, INSTALLED	EACH	6	$	$ 10,415.41
9	TRAINING, COMPLETE	HOURS	8	$	$ 1,960.00
TOTAL BID				Total including Admin Fee and Bonding $ 112,539.06	

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

Time of Completion: 8-12 Weeks after the PO is issued.

Bidder: Video Reality
Name of Company

By: President
Signature & Title

Mailing Address: PO Box 721730 Oklahoma City, OK 73172

405-721-3764
Phone No

405-722-6409
Fax No

ctower@videoreality.com
Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF October 20 24.

MY COMMISSION EXPIRES:
June 14, 2027

NOTARY PUBLIC

STATE OF OKLAHOMA NOTARY PUBLIC
RHEDA WAUAHDOOAH
MY COMMISSION # 23008057
EXPIRES: June 14, 2027

CHISHOLM TRAIL CONSULTING, LLC

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

ADDENDUM #1

DATE: October 15, 2024

PROJECT: City of Chickasha
RFP COC-2406 – DESIGN/BUILD
2024 City Council Chambers A/V Improvements

This Addendum clarifies, corrects or changes the Bid Documents or Contract Requirements as noted:

1. This item revises the quantity of microphones and adds clarification to the requirements for microphones. The Bid Proposal form is hereby revised. All Bidders shall complete and submit the revised Bid Proposal form, attached. Additional clarifications regarding the number of microphones are as follows:
   a. Dais – remove and replace nine (9) gooseneck microphones.
   b. West table – remove and replace two (2) gooseneck microphones.
   c. East table – remove and replace one (1) gooseneck microphone.
   d. Podium – remove and replace one (1) gooseneck microphone.
   e. Wireless handheld microphones – two (2).
   f. Additional wireless microphones (handheld or gooseneck) – five (5).
   g. Total number of microphones – twenty (20).

Receipt of Addendum #1 is hereby acknowledged by:

Video Reality
Name of Firm

10-15-2024
Date

Chris Tower/ President
Name/Title

ALL BIDDERS MUST SUBMIT A SIGNED COPY OF THIS ADDENDUM WITH THEIR BID.

INVITATION TO BID

MAIL SEALED BIDS TO:	PERSONAL OR COMMON CARRIER DELIVERY
CHICKASHA CITY CLERK	CHICKASHA CITY CLERK
117 NORTH 4TH STREET	117 NORTH 4TH STREET
CHICKASHA, OKLAHOMA 73018	CHICKASHA, OKLAHOMA 73018

DATE BID TYPED:	BID NO: COC-2406	TITLE: Design / Build 2024 City Council Chambers A/V Improvements
NO BIDS WILL BE ACCEPTED AFTER: Wednesday, October 16, 2024 @ 1:30 p.m.		CONTRACT PERIOD
VENDORS NAME: Video Reality		REASON FOR NO BID.
MAILING ADDRESS: 6928 W. Wilshire Blvd.		
CITY: Oklahoma City	STATE: OK / ZIP: 73132	TERMS: Net 30
AREA CODE: 405 / TELEPHONE NO. 721-3764	FAX NO.	DELIVERY:
E-MAIL ADDRESS kdoyle@videoreality.com		FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO. 73-1430203

NON-COLLUSION AFFIDAVIT

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

STATE OF Oklahoma, COUNTY OF Oklahoma

Chris Tower of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

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

Bidder

Subscribed and sworn to before me this 11th day of October, 2024

Rheda Wauahdooah — Notary

June 14, 2027 — My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

STATE OF OKLAHOMA NOTARY PUBLIC
RHEDA WAUAHDOOAH
MY COMMISSION # 23008057
EXPIRES: June 14, 2027

BUSINESS RELATION AFFIDAVIT

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

STATE OF Oklahoma, COUNTY OF Oklahoma

Chris Tower 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 of 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 11th day of October, 2024

Rheda Wauahdooah — Notary

June 14, 2027 — My Commission Expires:

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

STATE OF OKLAHOMA NOTARY PUBLIC
RHEDA WAUAHDOOAH
MY COMMISSION # 23008057
EXPIRES: June 14, 2027

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE) The outside 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 [illegible] properly filed 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 the in the best interest of the City of Chickasha.
Any bid received by the awarding public agency or an officer or employee thereof, more that 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2024

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

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

PRODUCER
Insurance Agency of Mid America Inc
10009 S. Penn, Building E
P. O. Box 890300
Oklahoma City OK 73189

CONTACT NAME: Jamie Ritz
PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415
E-MAIL ADDRESS: jritz@midamericainc.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Continental Insurance Company	35289
INSURER B:	National Fire Ins Co of Hartford	20478
INSURER C:	Valley Forge Insurance Co	20508
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Video Reality, Inc.
6928 W. Wilshire Blvd.
Oklahoma City OK 73132

COVERAGES **CERTIFICATE NUMBER:** 2024/2025 w/ 2024 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			7039751962	06/15/2024	06/15/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Ltd. Pollution	$ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7039751976	06/15/2024	06/15/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			7039751993	06/15/2024	06/15/2025	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7091810880	03/18/2024	03/18/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER
City of Chickasha
117 N. 4th St.
Chickasha OK 73018

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

AUTHORIZED REPRESENTATIVE

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RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

BID BOND

KNOW ALL MEN BY THESE PRESENTS,
That We, Video Reality, Inc.
of 6925 W. Wilshire Blvd., Oklahoma City, OK 73132
as Principal, and **RLI Insurance Company**, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Oklahoma, are held and firmly bound unto
City of Chickasha, 117 N 4th Street, Chickasha OK 73018, as Obligee, in the penal sum of
**********Five Percent of Amount Bid In********** (********5%**********),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Obligee on a contract for Design/Build - 2024 City Council Chambers A/V Improvements
RPF COC-2406.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

SIGNED, SEALED AND DATED this 16th day of October, 2024.

Video Reality, Inc.
Principal

By: _____

RLI Insurance Company

By: _____
Wendy Hollen
Attorney-in Fact

ADDRESS ALL CORRESPONDENCE TO:

P.O. Box 3967
Peoria, IL 61612
309-692-1000

C0006304-10,0

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

in the City of Oklahoma City, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 1st day of May, 2024.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins — Sr. Vice President

State of Illinois
County of Peoria } SS

On this 1st day of May, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott — Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 16th day of October, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick — Corporate Secretary

3574861020212

Video Reality
6928 W Wilshire Blvd.
Oklahoma City, OK 73132
4057213764
http://www.videoreality.com/

VIDEO REALITY

A/V Improvements | City Council Chambers

Quote # 013607 v1

Prepared for:

City of Chickasha

Prepared by:

Kevin Doyle

Scope of Work

*** Equipment delivery/delays can sometimes still be an issue at this time. If you have specific delivery requirement timelines, please discuss those with your Video Reality sales/design representative.*

*** All invoices will be progressively invoiced based on equipment arrival.*

Client Needs Analysis
This quote addresses each item on the Bid Proposal and is designed a cohesive system. If it is determined that any part of the quoted system design is not to be included in the final project a quote revision will be necessary.

Bid Schedule Notes:

- **Sound Bards Installed:** There are no soundbars included in this design. Desktop and stand mounted speakers will provide audio for the entire space.
- **Monitors Installed:** During the site survey it was determined with all aspects of the system considered that the monitors should be left on their existing stands.

Site Location:
Chickasha City Hall, 117 N 4th Street, Chickasha 73018

System Details

Acoustic Mitigation

- Custom sound panels will be strategically mounted on the walls around the room. These panels will diffuse echoes and reverberations in the room. This will make speech more intelligible.
- The client will be able to choose a fabric color from a list of standard colors that they feel best suites the space.
- The sound treatment system will consist of (46) total panels: 22-4'x8' Wedge Panels, 20-4'x4' Wedge Panels, 3-3'x8' Panels, 3-3'x4' Wedge Panels

Microphones

- (12) New wired gooseneck microphones will be installed in place of the existing microphones. (9) on the Council dais, (2) on the West table, (1) on the East table. The microphones will have a push button base that will allow the user to mute the microphone.
- (1) New 18" gooseneck microphone will be installed at the podium. This microphone will be on all of the time, unless muted from the main system control.
- (4) Wireless gooseneck microphones will be available for use on the new staff tables. These microphones will come with rechargeable batteries and a charging dock.
- (3) New wireless handheld microphones will be integrated into the new system.
- An antenna distribution system will be installed to connect all of the wireless microphone receivers to a single set of

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antennas.

Speakers

- (6) Compact desktop speakers will be deployed for audio reinforcement for the staff. (4) on the council dais, (1) on the West table, (1) on the East table
- (4) Commercial grade 6.5" speakers will be deployed for audio reinforcement for the audience. (2) There will be (2) speakers on each side of the room.
- To avoid conflicts with the sound treatment panels the audience speakers will be mounted on on speaker stands.
- Due to the lack of cable paths to each of the audience speaker locations, the speaker wire will be ran in above floor raceway.
- (2) 4 channel amplifiers will provide power for the speakers. The desktop speakers will be on individual channels set to 8Ohm. The audience speakers will be ran on 2 channels set to 4Ohm.

Assistive Listening

- An FM based assistive listening system (ALS) will be installed.
- The system will include (4) receivers with individual volume controls that can be connected to either an ear piece or T-coil neck loop. The ALS also has a wi-fi feature that enables listeners to download the Williams AV app and connect directly to a personal device such as a cell phone. Additional receivers can easily be added in the future if needed.

Sound Panel and System Control

- A system control processor with a 10" touch screen interface will replace the current sound panel control.
- The touch screen interface will be mounted in a desktop stand at the rear of the room. The stand can be placed anywhere on the rear control desk that is best for the user.
- The systems speaker output volumes and the microphone input volumes will be controlled from the touch screen interface.
- The control processer will digitally process all of the system audio.
- The equipment for the new system will mount in one of the existing racks.
- A new managed POE+ network switch will be installed in the rack. The sound system, camera system and any additional network connections will share the switch.
- Network I/O devices will be added to accommodate the additional mic/and line connectivity needs.

65" OFE Monitors

- To avoid conflicts with the sound treatment panels the (2) OFE 65" monitors will be left on their current stands.
- The control processor will turn the monitors on/off from the touch panel interface.
- The existing video extension and distribution equipment will be used for the monitors.
- The existing speakers will be removed from the monitors and left with the client.

Cameras

- Three (3) new PTZ cameras will be installed. Two (2) of the cameras will replace the existing cameras and will be mounted in the same locations. A 3rd camera will be installed at the front of the room opposite the existing front

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camera. A hole will need to be drilled through the wall for the 3rd camera. to allow for the cable to be run around the outside perimeter of the room in the drop tile ceiling.

- New camera mounts will be installed.
- (3) Cameras will provide coverage of the entire room.
- New cabling will be run to each camera. Camera power and control will be transmitted over CAT6. Video will be transmitted via HD SDI.
- A new camera controller that is compatible with the new cameras will replace the existing controller.
- The controller and the cameras will connect to a new managed POE+ network switch in the rack.
- The existing production video switcher will be used.

Client Requirements

- The Client will need to select the the color of the sound panels from the available standard colors. If a custom color or printed panels are needed the quote will have to be revised to reflect the additional costs.
- It is assumed that the all of the existing equipment continuing to be used in the system is in working order. (See the Client Responsibilities Page of the Quote)
- Video Reality will do it's best to minimize any finish work, but any plaster repair or painting that is needed after the installation will be the responsibility of the client.

Installation Considerations

- The room is 22' high
- The walls are plaster
- It is assumed there is a cable path behind the chamber wall that will allow the new camera cables to be ran through the wall, and around the outside perimeter of the room hidden withing the drop tile ceiling.

Acoustic Mitigation

Qty	Product ID	Description
1	Perdue Sound Treatment	Custom sound treatment panels
1	Hardware	Miscellaneous hardware item including but not limited to nuts, bolts, anchors, screws, carpentry items, etc.
1	Installation Services OK	Installation of Equipment
1	Lift - VR	Video Reality will provide a Two-Man driveable lift for installation.

Subtotal **$40,805.00**

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Microphones

Qty	Product ID	Description
12	MX400DP	Small Desktop Base with input, switched preamplifier, programmable logic switch and LED. Supports standard and light ring microphones
12	MX410LP/S	10" Shock-Mounted Gooseneck, Supercardiod, less Preamplifier
1	MX418/C	Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen
7	ULXD4=-J50A	ULXD4 WIRELESS RECEIVER
4	ULXD8=-J50A	Wireless gooseneck microphone base for ULXD and QLXD. Includes AA Alkaline Batteries
4	MX405LP/C	5" Shock-Mounted Gooseneck, Cardioid, Less Preamplifier
3	ULXD2/SM58 =-J50A	Handheld Transmitter with SM58® Microphone
1	SBC450-US	4-Bay Networked Docking Station for BN & GN
2	SBC200-US	Dual Docking Charger with PS45US Power Supply
7	SB900B	RECHARGEABLE BATTERY
2	UA844+SWB	Five-way active antenna splitter and power distribution system for QLX-D®, ULX®, ULX-D®, SLX®, and BLX® (BLX4R only) receivers. (470-952 MHz)
1000	Mic/Signal Wire - GREY	Mic/Signal Wire - by Foot (Grey)
1	Misc. Connectors	Miscellaneous connectors i.e.: XLR, RJ45, Gender Benders, Couplers, Speakon, and etc.
1	Hardware	Miscellaneous hardware item including but not limited to nuts, bolts, anchors, screws, carpentry items, etc.

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Microphones

Qty	Product ID	Description
1	Installation Services OK	Installation of Equipment
1	Commissioning - OK	Commissioning of a Custom Designed System by Senior Programmer
1	Shipping - OK	Oklahoma Shipping
1	Standard 1-Year Warranty	Video Reality Standard 1-Year Warranty Agreement

Subtotal **$26,233.30**

Speakers

Qty	Product ID	Description
2	SPA4-100	1/2 RU 4 Channel ENERGY STAR amplifier
6	AD-S.SAT-BK	2.75" Satellite surface speaker, 16O, 150° conical coverage, includes mounting bracket for surface installation. Color - Black.
2	AC-S6T-BK	6.5" Two-way surface speaker, , includes Yoke Mount. Color - Black
2	Miscellaneous	EFSAT-B1, Adjustable height for satellite speakers
11	AFR4BCOS6	Above Floor Raceway 4-Channel base and cover - 6ft (Office Slate)
2	AFR4RAOS	Above Floor Raceway 4-Channel right angle (Office Slate)
2	AFR4ECOS	Above Floor Raceway 4-Channel end cap (Office Slate)

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Speakers

Qty	Product ID	Description
8	AFR4CCOS	Above Floor Raceway 4-Channel coupler cover (Office Slate)
1000	Speaker Wire 16 - GREY	Speaker Wire 16 - GREY
1	Hardware	Miscellaneous hardware item including but not limited to nuts, bolts, anchors, screws, carpentry items, etc.
1	Installation Services OK	Installation of Equipment
1	Commissioning - OK	Commissioning of a Custom Designed System by Senior Programmer
1	Shipping - OK	Oklahoma Shipping
1	Standard 1-Year Warranty	Video Reality Standard 1-Year Warranty Agreement

Subtotal **$8,449.21**

Assistive Listening

Qty	Product ID	Description
1	FM 558 PRO	FM Plus Large-area Dual FM and Wi-Fi assistive listening system with 4 FM R38 receivers
1	RM1-3	3ft XLR Mic Cable
1	Hardware	Miscellaneous hardware item including but not limited to nuts, bolts, anchors, screws, carpentry items, etc.
1	Installation Services OK	Installation of Equipment

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Assistive Listening

Qty	Product ID	Description
1	Commissioning - OK	Commissioning of a Custom Designed System by Senior Programmer
1	Shipping - OK	Oklahoma Shipping
1	Standard 1-Year Warranty	Video Reality Standard 1-Year Warranty Agreement

Subtotal **$4,091.13**

Sound Panel and System Control

Qty	Product ID	Description
1	CORE 110f-v2	Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no
1	SLQUD-110-P	Q-SYS Core 110 UCI Deployment Software License, Perpetual.
1	SLQSE-110-P	Q-SYS Core 110 Scripting Engine Software License, Perpetual.
1	TSC-101-G3	Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only
1	TSC-710t-G3	Table top mounting accessory for TSC-70-G3 and TSC-101-G3.
1	QIO-L4o	Q-SYS peripheral providing 4 line output
1	QIO-ML4i	Q-SYS peripheral providing 4 mic/line inputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.
1	GSM4230P-100NAS	Netgear M4250 26G4F POE+ MNGD SWITCH

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Sound Panel and System Control

Qty	Product ID	Description
1	VR Rack Logo Plate	Custom Rack Logo Plate with logo, phone number and website.
1	Hardware	Miscellaneous hardware item including but not limited to nuts, bolts, anchors, screws, carpentry items, etc.
1	Programming - OK	Custom Programming of Products & Systems
1	Installation Services OK	Installation of Equipment
1	Commissioning - OK	Commissioning of a Custom Designed System by Senior Programmer
1	Shipping - OK	Oklahoma Shipping
1	Standard 1-Year Warranty	Video Reality Standard 1-Year Warranty Agreement

Subtotal **$15,384.27**

Monitors

Qty	Product ID	Description
1	IP2IR-P	TCP/IP to IR Converter with Power Over Ethernet (PoE) - Connects Infrared Control Devices to a Wired Connection
100	CAT6+ - GREY	CAT6 Cable, Grey
1	Installation Services OK	Installation of Equipment

Subtotal **$700.74**

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Cameras

Qty	Product ID	Description
3	PTC-140NDI	20x NDI® | HX, 3G-SDI, and HDMI PTZ Camera in Black.
3	WM-1	Black version of a professional wall mount for PTC-140 and PTC-150 PTZ cameras. The mount is made from rugged steel material for durability. Designed for easy cable pass through. Assembly
1	RMC-300A	Control up to 24 PTZ cameras via IP or 8 PTZ cameras via serial and 16 PTZ cameras via IP
1	HD-SDI-150	RG6 SDI CABLE WITH BNC TO BNC CONNECTORS - 150'
2	HD-SDI-100	RG6 SDI CABLE WITH BNC TO BNC CONNECTORS - 100'
350	CAT6+ - BLACK	CAT6 Cable, BLACK
1	Hardware	Miscellaneous hardware item including but not limited to nuts, bolts, anchors, screws, carpentry items, etc.
1	Installation Services OK	Installation of Equipment
1	Commissioning - OK	Commissioning of a Custom Designed System by Senior Programmer
1	Shipping - OK	Oklahoma Shipping
1	Standard 1-Year Warranty	Video Reality Standard 1-Year Warranty Agreement

Subtotal **$10,415.41**

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Training

Qty	Product ID	Description
8	Training - Per Hour - OK	Custom training plan billed at an hourly rate

Subtotal **$1,960.00**

Admin

Qty	Product ID	Description
1	Bond & Insurance	Cost of Bid/Performance/Payment Bonds and Additional Insured Certificate of Insurance.
1	Admin Fee	Fee for additional admin services required by contract or purchase order.

Subtotal **$4,500.00**

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A/V Improvements | City Council Chambers

Prepared by:

Video Reality
Kevin Doyle
(405) 721-3764
Fax 4057226409
kdoyle@videoreality.com

Prepared for:

City of Chickasha
117 N. 4th St.
Chickasha, OK 73018
Shae Mortimer
(405) 222-6020
shae.mortimer@chickasha.org

Quote Information:

Quote #: 013607
Version: 1
Delivery Date: 10/15/2024
Expiration Date:
11/12/2024

Quote Summary

Description	Amount
Acoustic Mitigation	$40,805.00
Microphones	$26,233.30
Speakers	$8,449.21
Assistive Listening	$4,091.13
Sound Panel and System Control	$15,384.27
Monitors	$700.74
Cameras	$10,415.41
Training	$1,960.00
Admin	$4,500.00
Total:	**$112,539.06**

Billing Terms

Net 30 Cash or Check

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Client Responsibilities

Owner Furnished Equipment (OFE)

Owner Furnished Equipment, or OFE, is understood as any system equipment, either New or Used, that is provided directly by the client, not through Video Reality.

1. Video Reality cannot make any claims of guarantee as to the functionality, operability, physical appearance, or compatibility of the OFE.
2. Any OFE that is found to be damaged, incompatible, or functioning incorrectly will be the responsibility of the client to replace at their cost. Video Reality will gladly make recommendations and provide options to replace the equipment with new product. Delays in installation time will almost certainly be incurred.
3. Additional labor may be charged for time spent in the installation and/or evaluation of OFE that is found to not be compatible with this installation project for whatever reason.
4. Video Reality's resulting system warranty does not include any OFE.

Representation

The client shall have at least one (1) available representative on site during the period of installation. This individual shall be familiar with the installation requirements as well as be authorized to make decisions on behalf of the client in case questions arise or change requests are required.

Electrical

It is the responsibility of the client to provide adequate electrical supply at any location that will have equipment that requires electrical. This includes, but is not limited to: wall mounted displays, ceiling mounted projectors, motorized screens, and equipment racks. Video Reality will happily consult with the client's electrician to determine needs.

Trash

Customer is responsible for providing a trash receptacle large enough to accommodate all containers, wrappings, straps, coverings, boxes, foam pieces and cardboard boxes that the purchased products are shipped and received in. If Video Reality is required to dispose of these items, a waste disposal fee may apply.

Sheetrock Walls

This quote is based on the availability to install cables inside sheet rock walls. Concrete or cinder block walls or ceilings will require additional materials and labor.

Software

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Video Reality does not install software nor provide IT/Software support of OFE computers. OFE computers must be fully updated to the most current version of Windows and any software shall be installed and ready to go prior to the hardware installation in order to avoid delays in project completion.

Terms & Conditions

How to place your order:

This document has been sent to you via our online Order Porter. The most quick and effective way to approve your order and ensure timely delivery is to digitally sign and approve it online. If you have a Purchase Order, you can input the PO # at that time.

Physical Purchase Orders can be emailed to sales@videoreality.com.

Here is a list of our important Contract and Vendor Numbers for Your Convenience:

- Texas Centralized Master Bidders List Member Vendor ID: 1731430203900 - Vendor Number: 498335
- BuyBoard Contract No. 739-24 - Audio Visual Equipment and Supplies (through 5/31/2025)
- TIPS - Contract Number: 230901 - Audio Visual Equipment, Supplies, and Services (through 11/13/2026)
- TIPS - Contract Number: 240101 - Technology Solutions, Products and Services (through 5/14/2029)
- University of Oklahoma - RFP-2024-132 - AV Service Equipment as needed (through June 30, 2025)
- FEI Number: 73-1430203
- Dun & Bradstreet Number: 607346541

Please note that any use of these contracts must be clearly stated in the customer's Purchase Order.

Payment Terms

- This quote reflects a 3% cash discount (Cash, Check or Wire Transfer) - If you wish to pay with a credit card, please call the office so we can update the quote to reflect non discounted prices!
- All invoices are due in 30 days from the invoice date unless otherwise specified.
- Please make checks payable to Video Reality, Inc.

Invoicing

- All products delivered or installed and all services rendered at the time of the original installation will be invoiced in full. Remaining services or products will be billed at a later date. See also Restock

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Fee and Cancellation Terms & Conditions.

Scope Changes / Trip Fees

A $150 Trip Charge will apply to any additional installation needed due to customer requests or changes outside the original scope of work at the time of the originally scheduled installation. This includes, additional trips made to install equipment should facilities not be fully accessible or available, changes in structures or facilities made after order approval, or changes to installation location.

Warranty

All product warranties will be honored per manufacturer supplied warranty agreements. Video Reality will service this system free of charge for a period of 1 year after installation. However, service call charges may apply in the first year if reason for the service call originates from causes beyond Video Reality's control. Including but not limited to: natural disasters; weather or power related surges; personnel changes to the system; or excessive wear and tear. Video Reality does not supply temporary backup equipment in the event of equipment malfunction that requires warranty replacement or repair.

Returns

Goods sold will not be taken back or exchanged without written consent by seller. Restock fees, service charges, shipping charges, or other manufacturer levied charges may apply.

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Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Fire Department **Agenda Item No. 6.f.**

AGENDA ITEM: Discussion, consideration, and possible action to approve the purchase of fire and EMS reporting software from ESO for an amount not to exceed $27,583.00.

I. BACKGROUND/DESCRIPTION:

Oklahoma and the US require reporting for EMS and fire. We are currently using Emergency Networking, and they are unable to get our EMS reports uploaded and reported to the Oklahoma Department of Health. Due to this issue, we have to manually upload them to try and stay compliant. This should be done automatically. Emergency Networking also does not have inspections, hydrants, or pre-fire planning modules. Eso has all of those systems and is also the platform our billing company uses.

II. RECOMMENDED ACTION:

Staff recommends the purchase of reporting software from ESO in the amount not to exceed $27,583.00 and authorize staff or the City Manager to execute the necessary documents.

III. FISCAL INFORMATION - This is a budgeted item.

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To) 11-502-5302-019		
Tony Samaniego, Fire Chief	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(From)		

V. ATTACHMENTS:

1. Chickasha ESO Quote 10.18

Quote Date:	10/09/2024
Customer Name:	Chickasha Fire Department (OK)
Quote #:	Q-178179
Quote Expiration date:	01/07/2025
ESO Account Manager:	Bryce Knupp

CUSTOMER CONTACT

Customer	Chickasha Fire Department (OK)
Name	Tony Samaniego
Email	tony.samaniego@chickasha.org
Phone	(405) 222-6035

BILLING CONTACT

Payor	Chickasha Fire Department (OK)	Address	1700 Harly Day Dr.
Name	Tony Samaniego		Chickasha OK, 73018
Email	tony.samaniego@chickasha.org	Billing Frequency	Annual
Phone	(405) 222-6035	Initial Term	12 months

Fire

Product	Volume	Price	Discount	Total	Fee Type
NFPA 101 - 2018 Code Set	4000 Fire Incidents	$348.00	($0.00)	$348.00	Recurring
ESO Fire Incidents	4000 Fire Incidents	$2,995.00	($0.00)	$2,995.00	Recurring
ESO Inspections	4000 Fire Incidents	$1,498.00	($0.00)	$1,498.00	Recurring
ESO Properties	4000 Fire Incidents	$1,797.00	($0.00)	$1,797.00	Recurring
ESO Hydrants	4000 Fire Incidents	$899.00	($0.00)	$899.00	Recurring
ESO Activities	4000 Fire Incidents	$1,198.00	($0.00)	$1,198.00	Recurring
IFC - 2018 Code Set	4000 Fire Incidents	$348.00	($0.00)	$348.00	Recurring
Fire Incidents CAD Integration	4000 Fire Incidents	$918.00	($0.00)	$918.00	Recurring
Fire Setup & Online Training	2 Sessions	$1,190.00	($0.00)	$1,190.00	One-time
Fire Incidents NFIRS Data Import	4000 Fire Incidents	$3,995.00	($3,995.00)	$0.00	One-time
Properties & Inspections Data Import	4000 Fire Incidents	$3,995.00	($3,995.00)	$0.00	One-time
Fire Incidents NFIRS Data Import	4000 Fire Incidents	$3,995.00	($1,398.25)	$2,596.75	One-time

EHR

Product	Volume	Price	Discount	Total	Fee Type
EHR Billing Interface	2800 Incidents	$395.00	($0.00)	$395.00	Recurring
EHR Cardiac Monitor Integration	2800 Incidents	$795.00	($0.00)	$795.00	Recurring
EHR CAD Integration	2800 Incidents	$1,995.00	($1,995.00)	$0.00	Recurring
ESO EHR	2800 Incidents	$8,569.00	($0.00)	$8,569.00	Recurring
EHR Setup & Online Training	1 Sessions	$595.00	($0.00)	$595.00	One-time
NEMSIS Data Import (One-Time)	2800 Incidents	$2,995.00	($2,995.00)	$0.00	One-time
NEMSIS Data Import (One-Time)	2800 Incidents	$2,995.00	($1,048.25)	$1,946.75	One-time

Personnel Management

Product	Volume	Price	Discount	Total	Fee Type

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.

Quote Date:	10/09/2024
Customer Name:	Chickasha Fire Department (OK)
Quote #:	Q-178179
Quote Expiration date:	01/07/2025
ESO Account Manager:	Bryce Knupp

Personnel Management	50 Employees	$1,495.00	($0.00)	$1,495.00	Recurring
Personnel Management Data Migration	50 Employees	$280.00	($280.00)	$0.00	One-time

Total Recurring Fees	$	21,255.00
Total One-Time Fees	$	6,328.50
TOTAL FEES	$	27,583.50

DRAFT

Quote Date:	10/09/2024
Customer Name:	Chickasha Fire Department (OK)
Quote #:	Q-178179
Quote Expiration date:	01/07/2025
ESO Account Manager:	Bryce Knupp

EHR

Product	Description
EHR Setup & Online Training	Webinar Training Session
NEMSIS Data Import (One-Time)	Import of legacy NEMSIS data from 3rd party vendor into ESO for reporting and record retrieval. Some limitations may apply.
EHR Cardiac Monitor Integration	Interface to integrate cardiac monitor data into EHR mobile and web applications. Includes ongoing maintenance and support
EHR Billing Interface	Extract to send EHR data to your 3rd party billing software using standard XML output. Includes ongoing maintenance and support.
EHR CAD Integration	Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.
ESO EHR	Patient care reporting suite for ALS and Transport EMS agencies, includes EHR web and mobile client, Quality Management, Basic Personnel Management, Insights Reporting Tool, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.

Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
Fire Incidents NFIRS Data Import	Data migration from previous RMS platform.
Properties & Inspections Data Import	Data migration of Properties data and inspection reports into ESOs Properties and Inspections applications from a previously used RMS.
Fire Incidents CAD Integration	Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
ESO Hydrants	Inventory and document testing and status of hydrants.
ESO Activities	Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log.
IFC - 2018 Code Set	Complete set of IFC 2018 codes to be used within the Inspections application.
NFPA 101 - 2018 Code Set	Complete set of NFPA 101 2018 codes to be used within the Inspections application.

Personnel Management

Product	Description
Personnel Management Data Migration	Migration of Information in Personnel Management that includes Demographics, Training Classes, Certifications, and Drivers License information.
Personnel Management	Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.

CHICKASHA

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Community Development **Agenda Item No. 6.g.**

AGENDA ITEM: Public Hearing - to discuss and consider the preliminary plat Application for Replat Block 6, Country Manor Estates 2nd Addition for applicant Brannan Bordwine

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(From)		

V. ATTACHMENTS:

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Community Development **Agenda Item No. 6.h.**

AGENDA ITEM: Discussion, consideration and possible action to approve the preliminary plat application for Replat Block 6, Country Manor Estates 2nd Addition for applicant Brannan Bordwine

I. BACKGROUND/DESCRIPTION:

This request is a replat of the block 6 of country Manor estates, this is 1.087 acres divided into 6 lots for single family homes.

The planning commission has reccommended this for approval at the November 12, 2024 Planning Commission meeting

I have not received any phone calls against or to protest this request.

II. RECOMMENDED ACTION:

Motion to approve the preliminary plat for Replat Block 6, County Manor Estates 2nd Addition

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(From)		

V. ATTACHMENTS:

1. 20241108114804931
2. 20241108114815955

CITY OF CHICKASHA
APPLICATION FOR SUBDIVISION PLAT APPROVAL

I (We), hereby make application for approval of the subdivision of land described below and on the accompanying plat under authority of the City of Chickasha's Subdivision Regulations. Supplementary materials are attached hereto and specifically made a part of this application for all purposes. I (We) accept responsibility for any errors or omissions on this form and accompanying supplementary materials even if such errors or omissions should result in the postponement of this plat review by the Planning Commission and/or City Council.

Applicant Name: Borodjine Development, Inc.
Address: P.O. Box 327, Chickasha, OK 73023
Phone Number: 405-224-6311
Owner's Name: Branimar Borodjine
Property Owners Address: 1102 Pikes Peak Rd., Chickasha, OK 73018
Phone Number: 405-222-8820
Engineer/Surveyor: Justin Smith, PLS w/ SRB
Address: 2500 McGee Dr., Suite 100, Norman, OK 73072
Phone Number: 405-418-2288

Subdivision Location: Block 6 Country Manor Estates, 2nd Add. Chickasha
Total Acreage: 1.087 Total Lots: 6 Total To Be Developed: 6

Describe existing/proposed easements or other restrictions on or effecting the property:
Existing easements are utilities as defined in the plat.

Describe vacations of plats, easements, etc. needed:
N/A

Proposed Land Uses:

Present Zoning: R-3 Multi-Family Proposed Zoning: R-3 Multi-Family
Proposed Land Use:

Applicant Signature: Date: 8-28-24

CHICKASHA

COMMUNITY DEVELOPMENT

NOTICE OF PUBLIC HEARING

PLANNING COMMISSION

REQUEST FOR A PRELIMINARY PLAT

NOTICE IS HEREBY GIVEN, that the City of Chickasha Planning Commission will hold a public hearing beginning at 4:00 p.m. on Tuesday November 12, 2024, at Chickasha City Hall, 117 North 4th St., Chickasha, Oklahoma. City Council will hold a public hearing beginning at 6:30pm on Monday November 18, 2024. This public hearing concerns the petition by Bordwine Development for the Preliminary plat for Replat Block 6, Country Manor Estates 2nd Addition

Located at block 6 Country Manor Estates (along 23rd Street off Country Club Road) Chickasha, OK 73018

BRIEF DESCRIPTION OF REQUEST: The applicant wishes to be granted the Preliminary plat for Replat Block 6, Country Manor Estates 2nd Addition. This is 1.087-acre lot divided into 6 lots.

Any person supporting or having any objections to this petition may appear at the meeting.

Written comments regarding this petition should be emailed to Rachel.bernish@chickasha.org or be mailed to City of Chickasha, Community Development Department, 117 North 4th Street Chickasha, Oklahoma 73018.

Please call the Community Development Department at 405-222-6010 or email Rachel.Bernish@chickahsa.org should you have any questions regarding this petition.

Sincerely,

Rachel Bernish,

Assistant City Manager

PROOF OF PUBLICATION

In the District Court of Grady County, State of Oklahoma

COUNTRY MANOR ESTATES

Affidavit of Publication

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

10/03/2024

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

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

Stephanie Baker

Signature
Subscribed and sworn before me on this 3rd day of October, 2024

Notary Public
My commission expires September 30, 2026.
Commission # 22013298

Cost of Publication $ 29.40

Ad # 60981 Acct # 44095 Copies: 1

PAY TO:
The Express Star
PO Drawer E
Chickasha, OK 73023

JESSICA TROWBRIDGE
NOTARY PUBLIC
IN AND FOR STATE OF OKLAHOMA
#22013298
Exp. September 30, 2026

PUBLISHED IN
THE EXPRESS-STAR
OCTOBER 3, 2024
1 time
LPXLP

NOTICE IS HEREBY GIVEN, that the City of Chickasha Planning Commission will hold a public hearing beginning at 4:00 p.m. on Tuesday November 12, 2024, at Chickasha City Hall, 117 North 4th St., Chickasha, Oklahoma. City Council will hold a public hearing beginning at 6:30pm on Monday November 18, 2024. This public hearing concerns the petition by Bordwine Development for the Preliminary plat for Replat Block 6, Country Manor Estates 2nd Addition
Located at block 6 Country Manor Estates (along 23rd Street off Country Club Road) Chickasha, OK 73018
BRIEF DESCRIPTION OF REQUEST: The applicant wishes to be granted the Preliminary plat for Replat Block 6, Country Manor Estates 2nd Addition. This is 1.087-acre lot divided into 6 lots.
Any person supporting or having any objections to this petition may appear at the meeting.
Written comments regarding this petition should be emailed to Rachel.bernish@chickasha.org or be mailed to City of Chickasha, Community Development Department, 117 North 4th Street Chickasha, Oklahoma 73018.
Please call the Community Development Department at 405-222-6010 or email Rachel.Bernish@chickahsa.org should you have any questions regarding this petition.
Sincerely,
Rachel Bernish,
Assistant City Manager

Hudson Prince Engineering & Inspection, PLLC
202 E. 2nd Ave., Suite 101
Owasso, OK 74055
+19186133360
contact@hudsonprince.com
www.hudsonprince.com

Invoice

Hudson Prince
ENGINEERING & INSPECTION PLLC

BILL TO
City of Chickasha

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2376-3	09/30/2024	$1,920.00	10/30/2024	Net 30	

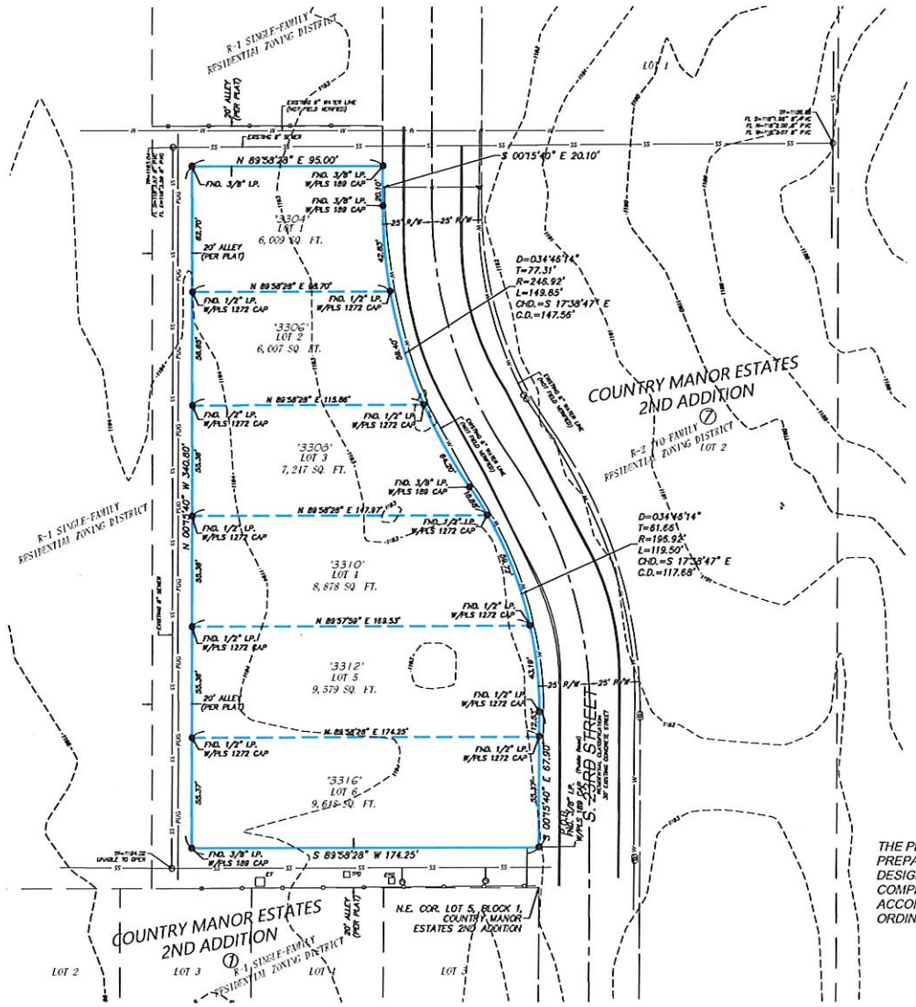
PROJECT NAME	PROJECT DESCRIPTION	SERVICES DATE RANGE
2376	City of Chickasha	08/01/2024-08/31/2024

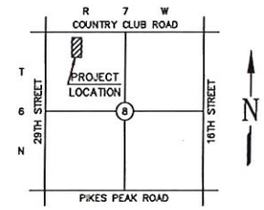
DATE	ACTIVITY	QTY	RATE	AMOUNT
09/09/2024	**Direct Labor:Design Sr. Project Manager** WO #3 - Country Manor Estates 2nd Addition Preliminary Plat Review - Jerod Wilkins	2:00	240.00	480.00
09/10/2024	**Direct Labor:Design Sr. Project Manager** WO #3 - Country Manor Estates 2nd Addition Preliminary Plat Review - Jerod Wilkins	4:00	240.00	960.00
09/11/2024	**Direct Labor:Design Sr. Project Manager** WO #3 - Country Manor Estates 2nd Addition Preliminary Plat Review - Jerod Wilkins	2:00	240.00	480.00

BALANCE DUE **$1,920.00**

PRELIMINARY PLAT
REPLAT BLOCK 6, COUNTRY MANOR ESTATES 2ND ADDITION

BEING PART OF THE NW/4, SEC. 8, T6N, R7W, I.M.,
AN ADDITION TO CHICKASHA, GRADY COUNTY, OKLAHOMA





LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

All that part of Block Six (6) in COUNTRY MANOR ESTATES 2nd ADDITION, an addition to the City of Chickasha, Grady County, Oklahoma, being more particularly described as follows:

BEGINNING at a point 20 feet north of the Northeast Corner of Lot Five (5), Block One (1), COUNTRY MANOR ESTATES 2nd ADDITION,

THENCE South 89°58'28" West, a distance of 174.25 feet;

THENCE North 00°15'40" West, a distance of 340.80 feet;

THENCE North 89°58'28" East, a distance of 95.00 feet;

THENCE South 00°15'40" East, a distance of 20.10 feet;

THENCE along a curve to the left having a radius of 246.92 feet (said curve subtended by a chord which bears South 17°38'47" East a distance of 147.56 feet) an arc length of 149.85 feet;

THENCE along a curve to the right having a radius of 196.92 feet (said curve subtended South 17°38'47" East a distance of 117.68 feet) an arc length of 119.50 feet;

THENCE South 00°15'40" East, a distance of 67.50 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 47,368 square feet or 1.087 acres, more or less.

PRIMARY
HORIZONTAL / VERTICAL CONTROL

HORIZONTAL DATUM:

ALL HORIZONTAL COORDINATE AND DISTANCE VALUES SHOWN ARE U.S. SURVEY FEET

OKLAHOMA STATE PLANE SOUTH ZONE (NAD 27/33)

ALL CONTROL POINTS ARE BASED ON ALTERRA RTK NETWORK. POINT NO. 107 WAS USED AS THE BASIS FOR ALL HORIZONTAL CONTROL

VERTICAL DATUM:

ALL VERTICAL ELEVATION VALUES ARE SHOWN IN FEET

NAVD 88, GEOID 18

POINT NO. 107 WAS USED AS THE BASIS FOR ALL VERTICAL CONTROL

MONUMENTS:

POINT NO. 107

DESCRIPTION: 1/2" I.P. W/CP CAP

N 831958.017
E 1375521.227
E 1377.721

OWNER:
BORDWINE DEVELOPMENT, INC.
1102 PIKES PEAK ROAD
CHICKASHA, OK 73018

ENGINEER:
DAN ANDRULONIS, PE
SRB, LLC
2500 MCGEE DRIVE, SUITE 100
NORMAN, OK 73072

SURVEYOR:
JUSTIN SMITH, PLS
SRB, LLC
100 N.E. 5TH STREET
OKLAHOMA CITY, OKLAHOMA 73104

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

LEGEND

P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
FND.	FOUND
I.P.	IRON PIN
REC.	RECORD
U/E	UTILITY EASEMENT
•	SET 1/2" I.P. W/CA 3949 CAP OR MAG. NAIL WITH 3949 SHINER UNLESS OTHERWISE NOTED

ZONING - R-3 MULTI- FAMILY RESIDENTIAL
GROSS AREA=1.087
STREET R-O-W=0.0000
NET AREA=1.087
TOTAL LOTS=6
GROSS DWELLING UNITS PER AC.=0.20
NET DWELLING UNITS PER AC.=0.20
PUBLIC LOCAL STREET= 0 L.F.

THE PRELIMINARY PLAT HAS BEEN PREPARED UNDER MY SUPERVISION & DESIGNED IN ACCORDANCE WITH THE COMPREHENSIVE PLAN AND IN ACCORDANCE TO CITY OF CHICKASHA ORDINANCES AND REGULATIONS.

September 19, 2024

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL SIGNED AND SEALED DOCUMENT

SMITH ROBERTS BRIDSWILLER, LLC
SRB
ENGINEERING
SURVEYING
PLANNING

OKLAHOMA CITY
100 N.E. 5th Street
Oklahoma City
Oklahoma 73104
T 405.842.7294
F 405.842.9118
www.srbok.com

NORMAN
2500 McGee Drive
Suite 100
Norman, OK 73072
T 405.842.8288
F 405.842.8289
info@srbok.com

CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES JUNE 30, 2025

Meeting Type: Council Agenda 11-18-2024

Meeting Date: 11/18/2024

Department: Administration **Agenda Item No. 6.i.**

AGENDA ITEM: Discussion, consideration, and possible action to approve a non-exclusive cable television franchise agreement with Clarity Telecom, LLC doing business as Bluepeak pursuant to the Federal Telecommunications Act.

I. BACKGROUND/DESCRIPTION:

This item is a franchise agreement with Clarity Telecom, doing business as BluePeak, which allows BluePeak to build and operate a cable television service in the City of Chickasha. It is a non-exclusive agreement that will enhance cable television options for the citizens of Chickasha. The City has historically been underserved in certain parts of town that this agreement will help to address. It is a fiber optic delivery platform that will provide enhanced service and content to customers within the city. The City already has authorized other service providers to offer these services so this will provide another option for customers. Staff recommends adoption of this agreement.

II. RECOMMENDED ACTION:

Approve a non-exclusive cable television franchise agreement with Clarity Telecom, LLC doing business as Bluepeak pursuant to the Federal Telecommunications Act and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2024	(From)		

V. ATTACHMENTS:

1. Final Bluepeak Agreement-Chickasha

NON-EXCLUSIVE CABLE TELEVISION FRANCHISE AGREEMENT

WHEREAS, the City's role as manager of public rights-of-way and easements and as a regulator of cable service requires it to maintain a fair and level playing field for all such service providers; and

WHEREAS, City and Bluepeak have determined that it is in the best interest of all parties, including the citizens of City, that Bluepeak be granted the right to construct and operate a cable system to provide cable services within the City; and

WHEREAS, the City Council of Chickasha has relied on Bluepeak's representations and has considered all information presented to it by Bluepeak, by City staff, and the public, and has determined that Bluepeak has the technical, legal and financial ability to construct and operate a cable system and to provide cable services; and

WHEREAS, based upon such representations, the City Council of Chickasha has determined that it would be in the best interests of the City to grant Bluepeak a non-exclusive cable television franchise to construct, install, maintain and operate a cable system in the City, subject to the terms and conditions set forth herein and applicable federal, state, and municipal statutes, regulations and ordinances, is consistent with the public interest.

NOW, THEREFORE, PURSUANT TO AGREEMENT OF THE PARTIES:

SECTION 1: Definition of Terms

For the purpose of this Permit (defined hereinafter)", the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. To the extent that any of the following definitions are different than those prescribed under 47 U.S.C Section 522, the definition under such federal statute shall apply. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

(A) "Affiliate" means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Bluepeak.

(B) "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.

(C) "Bluepeak" means Clarity Telecom, LLC (D/B/A Bluepeak), or the lawful successor, transferee, or assignee thereof.

(D) "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or other programming service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

(E) "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment or other equipment that

is designed to provide Cable Service to Subscribers. Bluepeak's cable system will be a fiber to the home/business network within the City utilizing GPON/XGS PON infrastructure.

(F) "City" means the City of Chickasha, Oklahoma, a municipal corporation.

(G) "FCC" means Federal Communications Commission, or successor governmental entity thereto.

(H) "Permit" means this Non-Exclusive Cable Television Franchise Agreement, which provides for the initial authorization, or renewal thereof, issued by the City, regardless of whether such authorization is designated as a cable television franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the Cable System for the purpose of offering Cable Service to Subscribers.

(I) "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.

(J) "Public Way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by City in the Service Area which shall entitle City and Bluepeak to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Public Way" also means any easement now or hereafter held by City within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle City and Bluepeak to the use thereof for the purposes of installing or transmitting Bluepeak's Cable Service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

(K) "Service Area" means the present municipal boundaries of the City and all areas annexed into the City in the future.

(L) "Subscriber" means a user of the Cable System who lawfully receives Cable Service with Bluepeak's express permission.

(M) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Permit

2.1 **Grant**. City hereby grants to Bluepeak a nonexclusive Permit authorizing Bluepeak to construct and operate a Cable System and offer Cable Service in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for

that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Bluepeak shall build out the cable system over a reasonable period of time, and provided that the City timely issues permit and other owners and users of critical infrastructure (such as utility poles) do not cause delay, not less than 50% build out in two years and 90% build out in three years to every resident (provided that there is a request for cable service from Bluepeak in such area and excluding any home subscribing to any satellite service) within the service area where there is a minimum density of at least 35 residences per linear strand mile of cable as measured from Bluepeak's closest commercially reasonable tie in point that is actively delivering cable service as of the date of such requests for service.

2.2 **Term**. The Permit granted pursuant to this Permit shall be for a term of five (5) years from the passed and adopted date of the Permit unless otherwise lawfully terminated in accordance with the terms of this Permit.

2.3 **Acceptance**. Bluepeak shall accept this Permit by signing this Permit and filing same with the City Clerk within sixty (60) days after the passage and final adoption of this Permit by the City.

2.4 **Favored Nations**. In the event City enters into an authorization of any kind with any Person other than Bluepeak to enter into the Public Ways for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Service Area, the City and Bluepeak will comply with the provisions of applicable federal laws and FCC orders related to additional cable franchises. Except as specifically provided in this paragraph, neither City nor Bluepeak shall be permitted to take any unilateral action that materially changes the explicit mutual promises and covenants contained in this Permit, and any changes, modifications or amendments to this Permit must be made in writing, signed by City and Bluepeak.

2.5 **Change of Law**. In the event the federal, state or local law, rules or regulations are amended, modified or created that have the legally binding effect of modifying the terms and conditions of this Permit during the Term or any extension thereof, the City and Bluepeak promptly shall begin negotiations to reach a mutual agreement on any modifications necessary to preserve the benefits and obligations agreed upon in this Permit. Nothing in this Permit shall impair the right of Bluepeak to terminate this Permit and, at Bluepeak's option, negotiate a renewal or replacement authorization with any appropriate governmental authority (such as the State of Oklahoma should state-wide franchises be available). Bluepeak has the sole option to terminate this Permit upon ninety (90) days' notice to City. Nothing in this Permit shall impair the right of Bluepeak to terminate this Permit and, at Bluepeak's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity (such as the State of Oklahoma). To the extent that Bluepeak obtains an authorization to operate a network and serve customers under applicable laws in lieu of this Permit, Bluepeak shall have the right to terminate this Permit upon 90 days prior written notice to City.

2.6 **Renewal of Permit**. Prior to the end of the Permit term, City and Bluepeak agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this

Permit, but either party may at any time avail itself of the rights, processes and procedures then available under federal law with respect to such renewal, modification and/or extension.

SECTION 3: Standards of Service

3.1 **Conditions of Street Occupancy**. All transmission and distribution structures, poles, other lines, and equipment installed or erected by Bluepeak pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Bluepeak shall comply with all right-of-way and easement management ordinances and/or regulations enacted by City, including such ordinances and/or regulations enacted after the effective date of this Permit.

3.2 **Restoration of Public Ways**. If during the course of Bluepeak's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by Bluepeak, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 **Relocation at Request of Permitting Authority**. Upon its receipt of reasonable advance notice, Bluepeak shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of Bluepeak when lawfully required by City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by; City; but, Bluepeak shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to Bluepeak.

3.4 **Relocation at Request of Third Party**. Bluepeak shall, on the request of any Person holding a building or other structure moving permit issued by City, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Bluepeak, making such payment in advance; and (b) Bluepeak is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

3.5 **Trimming of Trees and Shrubbery**. Bluepeak shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Bluepeak wires, cables, or other equipment. Bluepeak shall reasonably compensate City or property owner for any damages caused by such trimming.

3.6 **Safety Requirements**. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area.

3.7 **Aerial and Underground Construction**. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Bluepeak likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Bluepeak's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Bluepeak shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this paragraph shall require Bluepeak to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this paragraph, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Permit, Bluepeak shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

3.8 **Subscriber Charges for Extensions of Service**. If a Subscriber's residence is located within 125 feet of Bluepeak's feeder cable, the Cable Service will be provided at Bluepeak's published rate for standard installations. However, if such residence is located farther than 125 feet from Bluepeak's nearest feeder cable, then Bluepeak shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to pay the capital costs of extending the Cable System. Bluepeak may require that such Subscribers pay the capital contribution for construction in advance. Subscribers also shall be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence. Cable Service offered to Subscribers pursuant to this Article shall be conditioned upon Bluepeak having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit Bluepeak's ability to offer or provide bulk rate discounts or promotions.

3.9 **Pole Attachments**. Utility poles owned by City or an affiliated entity shall be available for use by Bluepeak. Bluepeak shall pay City the maximum cable services pole rental rate as determined by the rules of the FCC for the use of poles owned by City or its affiliate, but not to exceed the amount paid by any other Cable Service provider attaching to such poles pursuant to a current and effective pole agreement.

SECTION 4: Regulation by Permitting Authority

4.1 **Permit Fee**. During the term of this Permit, Bluepeak shall pay to City a "franchise fee" equal to five percent (5%) of gross revenues as defined in and provided for by 47 U.S.C. Section 542. ("Permit Fee"). The Permit Fee may be identified and passed through on any subscriber bill by Bluepeak, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

(A) The Permit Fee shall not apply to Internet access or Internet-based telephone services offered by Bluepeak. Nothing in this Permit shall be construed to prohibit the City from separately (outside of this Permit) imposing any fees on these services to the extent permitted by applicable law.

(B) Bluepeak shall be required to pay all inspection fees and Community Development permit fees so long as such fees are of general applicability to all right-of-way occupants and are applied in an equal and non-discriminatory manner .

4.2 **Rates and Charges**. City may not regulate the rates for the provision of Cable Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, Bluepeak has the right to modify its rates and charges, at its discretion and without consent of City, including, but not limited to, the implementation of additional charges and rates; provided, however, that Bluepeak shall give notice to City of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

4.3 **Conditions of Sale**. Except to the extent expressly required by federal or state law, if a renewal or extension of the Permit is denied or the Permit is lawfully terminated, and City either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at a fair market value, determined on the basis of the Cable System valued as a going concern.

Bluepeak and City agree that in the case of a lawful revocation of the Permit, at Bluepeak's request, which shall be made in its sole discretion, Bluepeak shall be given a reasonable opportunity to effectuate a transfer of its Cable System to a qualified third party. City further agrees that during such a period of time, it shall authorize Bluepeak to continue to operate pursuant to the terms of its prior Permit; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such revocation. If, at the end of that time, Bluepeak is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to City, Bluepeak and City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that City's continued operation of its Cable System during the six (6)-month period shall not be deemed to be a waiver, nor an extinguishment of; any rights of either City or Bluepeak. Notwithstanding anything to the contrary set forth in this paragraph, neither City nor Bluepeak shall be required to violate federal or state law.

4.4 **Transfer of Permit**. All of the rights and privileges and all of the obligations, duties and liabilities created by this Permit shall pass to and be binding upon the successors of City and the successors and assigns of Bluepeak and the same shall not be assigned or transferred without the written approval of the City Council, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that this Section shall not prevent the assignment or hypothecation of the Permit by Bluepeak as security for debt without such approval; and provided further that transfers or assignments of this Permit between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is

held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities, shall be permitted without the prior approval of City ("intracompany transfers"). Bluepeak shall notify City in writing within thirty (30) days of the closing of such intracompany transfer.

SECTION 5: Compliance and Monitoring

5.1 **Books and Records**. Bluepeak agrees that City may review such of Bluepeak's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by Bluepeak pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, Bluepeak shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. City agrees to treat any information disclosed to it by Bluepeak as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of City that have a need to know, or in order to enforce the provisions hereof.

SECTION 6: Insurance, Indemnification, and Bonds or Other Surety

6.1 **Insurance Requirements**. Bluepeak shall maintain in full force and effect during the term of the Permit, at its own cost and expense, Comprehensive General Liability Insurance in the amount of at least $1,000,000. Such insurance shall designate City as an additional insured to the liability limits imposed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq*.

6.2 **Indemnification**. Bluepeak agrees to indemnify, save and hold harmless, and defend City, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of Bluepeak's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

6.3 **Bonds and other Surety**. Except as expressly provided herein, Bluepeak shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Permit or continuing its existence. City acknowledges that the legal, financial, and technical qualifications of Bluepeak are sufficient to afford compliance with the terms of the Permit and the enforcement thereof. Bluepeak and City recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Cable Service or other service. In order to minimize such costs, City agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. City agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than $100,000 conditioned upon the substantial performance of the material terms, covenants, and conditions of the Permit. Initially, no bond or other surety shall be required. In the event that one is required in the future, City agrees to give Bluepeak at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in Bluepeak's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Permit or afford compliance therewith.

SECTION 7: Emergency Alert

7.1 **Emergency Alert**. Bluepeak shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

SECTION 8: Miscellaneous Provisions

8.1 **Preemption**. If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Permit, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by City, the jurisdiction of City shall cease and no longer exist.

8.2 **Employment Requirements**. Bluepeak shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status or disability. Bluepeak shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

8.3 **Notice**. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Permit shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service (such as Federal Express). If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this section.

To City: City Clerk
City of Chickasha
117 N. 4th Street
Chickasha, OK 73108

To Bluepeak: Bluepeak
4600 S. Ulster St., Suite 1300
Denver, CO 80237
Attn: Legal Notices

Email Copy to: Compliance.Team@myBluepeak.com

8.4 **Descriptive Headings**. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

8.5 **Severability**. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of

which shall remain in full force and effect for the term of the Permit or any renewal or renewals thereof.

8.6 **Force Majeure**. Bluepeak shall not be held in default under, or in noncompliance with, the provisions of the Permit, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Bluepeak to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Bluepeak's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

8.7 **Entire Agreement**. This Agreement/Permit constitutes the entire agreement between the City and Bluepeak with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between the City and Bluepeak regarding the subject matter herein.

PASSED, APPROVED AND ADOPTED BY THE CHICKASHA CITY COUNCIL THIS 18th DAY OF Novembe, 2024.

By: _____

Title: Zachary Grayson, Mayor

(SEAL)

ATTEST:

_____

By: Susan M. McDaniel, CMC- City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2024.

By: _____

Title: Amanda Mullins, City Attorney

ACCEPTANCE BY PERMIT HOLDER

Accepted this _____ day of _____, 2024, subject to applicable federal, state and local law.

CLARITY TELECOM, LLC (D/B/A BLUEPEAK)

By:_____

Name: _____

Title: _____