

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, JULY 6, 2020, 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.

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 5:00 p.m. on Wednesday, July 1 , 2020.



Susan M. McDaniel

Sworn to and subscribed before me on this the 1st day of July, 2020.

My Commission Expires:10-1-2022



Notary Commission
14008829

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
JULY 6, 2020

- 1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
 - a. a. Motion and Second that Council adjourn sine die.
 - b. Oath of Office administered to incoming Council Members by City Attorney. (Following Council Members will sign necessary documents and then assume their seats at the Council table.)
 - c. Call to Order and Roll Call.
- 2. Citizen Comments.**
- 3. Council Communications.**
- 4. Consent Docket:**
 - a. Acceptance of the Minutes of the June 15, 2020 meeting.
 - b. Acceptance of the claims list.
 - c. Approve Revocable Permit to Dobson Technologies for easement access to install 1323 feet of fiber optic cable to Canadian Valley Technology Center.
- 5. Discussion/Approval of Items Removed from Consent Docket:**
- 6. Discussion and Consideration**

- a. Discussion, consideration and possible action on Ordinance 2020-11 requiring the use of facial coverings or mask inside City owned and controlled buildings.
- b. Public Hearing on a Use on Review for a home occupation located at 2025 California Ave.
- c. Discussion, consideration and possible action to consider Ordinance 2020-09, approving a Use on Review for a home occupation located at 2025 California Ave.
- d. Public Hearing on a variance for the veneer Ordinance Section 54-74 of City Code for 302 N. 3rd Street.
- e. Discussion, consideration and possible action to approve a variance of the veneer ordinance Section 54-74 of City Code for 302 N. 3rd Street.
- f. Public Hearing on a rezoning request for the corner of S. Grand Ave. and Ada Sipuel from Commercial to PUD-Mixed Use.
- g. Discussion, consideration and possible action to approve Ordinance 2020-10 rezoning the corner of S. Grand and Ada Sipuel from Commercial to PUD-Mixed Use.
- h. Discussion, consideration and possible action to award bid COC-2003.
- i. Discussion, consideration, and possible action to approve an economic development agreement between the City of Chickasha and Viridian Coffee, LLC.
- j. Discussion, consideration and possible action to approve listing agreements with Coldwell Banker Select for Apache Cove lots, 1, 2, 3, 4, 5, and 9.
- k. Discussion, consideration and possible action to approve a request from the Chickasha Optimist to conduct a 5K Run at 8:00 a.m. on December 5, 2020.
- l. Discussion, consideration and possible action to authorize an event at Shannon Springs Park on July 18, 2020, for applicant by Brett Landry.

7. Executive Session:

8. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 1.a.

AGENDA ITEM: a. Motion and Second that Council adjourn sine die.

b. Oath of Office administered to incoming Council Members by City Attorney. (Following Council Members will sign necessary documents and then assume their seats at the Council table.)

c. Call to Order and Roll Call.

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:



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the June 15, 2020 meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the June 15, 2020 meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. City 6-15-2020

June 15, 2020

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 15th day of June 2020 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:30 p.m.

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

MAYOR AND COUNCIL

PRESENT: Chris Mosley, Mayor
Kimberly Loggins, Vice-Mayor
Jim Hopkins
Oscar Nelson
Zachary Grayson
David Sikes
Joseph Molder
Brian Gerdes

ABSENT: R. P. Ashanti-Alexander

STAFF

PRESENT: John Noblitt, City Manager
Amanda Mullins, City Attorney
Leasa Furr, Administrative Services Director
Susan M. McDaniel, City Clerk
Kathryn Rowell, Police Chief
Tony Samaniego, Asst. Fire Chief
Kyle Marks, Parks & Rec Director
Shae Mortimer, Marketing & Civic Engagement Manager
Jim Cowan, EDC

Council Member Nelson gave the invocation and Council Member Sikes lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

Kathy Martin, Chickasha Lake, Verden, OK – spoke regarding issues at Chickasha Lake.

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

ITEM 3. **Council Communications.**

City Manager, John Noblitt, informed Council that Council Member Ashanti-Alexander would not be in attendance due to the risk factors coming into contact with the COVID 19 virus.

- a. Presentation of plaque to Homer Hulme.
- b. Staff Report presented by Chief Rowell, Police Department
- c. Staff Report presented by Asst. Fire Chief Samaniego

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

ITEM 4a. **Acceptance of the minutes of the June 1 , 2020 regular meeting and the minutes of the June 8, 2020 special meeting.**

ITEM 4b. **Acceptance of Claims Lists.**

ITEM 4c. **Acceptance of Financials.**

*Motion by Council Member Sikes, second by Council Member Nelson to approve the Consent Docket: ITEM 4a thru Item 4c.

Roll call vote:

Ayes:"	Nelson, Hopkins, Grayson, Molder, Sikes, Gerdes, Loggins and Mosley.
"Nays:"	None
"Abstain:"	None
Motion carried.	8-0

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

No Action taken.

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

ITEM 6a. **Public Hearing – FY 20 CDBG Grant; Proposed Walking-Bike Trail/Sidewalk Project.**

Public Hearing opened at 7:06 p.m.

Millie Vance spoke regarding the grant proposal

Public Hearing closed 7:12 p.m.

ITEM 6b. Discussion, consideration and possible action to adopt the Citizen's Participation Plan for FY 2020 CDBG Walking/Bike Path and Sidewalks.

*Motion by Council Member Loggins and second by Council Member Sikes to adopt the Citizen Participation Plan and authorize the Mayor and City Clerk to execute the documents.

Roll call vote:

"Ayes:" Hopkins, Sikes, Gerdes, Nelson, Grayson, Molder, Loggins and Mosley.

"Nays:" None.

"Abstain:" None.

Motion passed. 8-0

ITEM 6c. Discussion, consideration and possible action to adopt Resolution 2020-13R to participate in the CDBG 2020 Small Cities Program.

*Motion by Council Member Hopkins and second by Council Member Grayson to adopt Resolution 2020-13R for the CDBG program and authorize the Mayor and City Clerk to execute the documents.

Roll call vote:

"Ayes:" Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.

"Nays:" None.

"Abstain:" None.

Motion passed. 8-0

ITEM 6d. Discussion, consideration and possible action to adopt Resolution 2020-14R to leverage funds for the CDBG 2020 Small Cities Program.

*Motion by Council Member Loggins and second by Council Member Hopkins to adopt Resolution 2020-14R on leveraged funds for the CDBG program and authorize the Mayor and City Clerk to execute the documents.

Roll call vote:

"Ayes:" Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.

"Nays:" None.

City Council Meeting 6-15-2020
6:30 p.m.

“Abstain:” None.
Motion passed. 8-0

ITEM 6e. Discussion, consideration and possible action to adopt the Residential Antidisplacement and Relocation Assistance Plan.

*Motion by Council Member Hopkins and second by Council Member Sikes to adopt the Residential Antidisplacement and Relocation Assistance Plan and authorize the Mayor and City Clerk to execute the documents.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6f. Discussion, consideration and possible action to change from self insured to fully funded health insurance and dental plan.

*Motion by Council Member Loggins and second by Council Member Sikes to approve the change to fully funded insurance and authorize the City Manager to execute the necessary documents.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6g. Discussion, consideration and possible action to release abatement lien on 1628 S. 21st.

*Motion by Council Member Loggins and second by Council Member Grayson to release the lien and authorize City Manager to execute the lien release.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6h. Discussion, consideration and possible action to release abatement lien on 626 N. 2nd Street.

*Motion by Council Member Loggins and second by Council Member Sikes to release the lien and authorize City Manager to execute the lien release.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6i. Discussion, consideration and possible action to waive permit fees for the “City Wide Garage Sale” as requested by the Chamber of Commerce.

*Motion by Council Member Grayson and second by Council Member Sikes to waive the garage sale permit fees for June 26, 27 and 28, 2020 as requested.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6j. Discussion, consideration and possible action to approve the FY 2020-2021 accounting services contract with Crawford and Associates.

*Motion by Council Member Sikes and second by Council Member Loggins to approve the contract for accounting services and authorize the City Manager to execute the documents..

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 6k. Discussion, consideration and possible action to approve the contract for financial audit services with Angel, Blasingame, and Johnston to perform the financial audit for FY 2019-2020.

*Motion by Council Member Loggins and second by Council Member Grayson to approve the contract for financial audit services with Angel, Blasingame, and Johnston and authorize the City Manager to execute the documents.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6l. Discussion, consideration and possible action to renew our Workers’ Compensation Insurance with OMAG.

*Motion by Council Member Sikes and second by Council Member Grayson to approve the renewal and authorize the City Manager to execute the documents..

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6m. Discussion, consideration and possible action to enter into an agreement with Cardinal Engineering to provide administrative services for the CDBG 2020 grant.

*Motion by Council Member Loggins and second by Council Member Grayson to approve the contract and authorize the Mayor to execute the documents.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6n. Discussion, consideration and possible action on a request from the Chickasha Area Arts Council to utilize the Rock Island Dept area, Mill building and Depot Pavilion to conduct their annual Arts Festival to include the Wine and Brewery Tasting event on Friday, October 2, 2020 through Sunday, October 4, 2020 waiving all fees.

City Council Meeting 6-15-2020
6:30 p.m.

*Motion by Council Member Sikes and second by Council Member Nelson to approve request from the Chickasha Area Arts Council as presented.

Roll call vote:

“Ayes:”	Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:”	None.
“Abstain:”	None.
Motion passed.	8-0

ITEM 6o. Discussion, consideration and possible action to approve request from the Chickasha Rock Island Ride Committee to conduct the 4th Annual Rock Island Ride fund raising event on October 3, 2020.

*Motion by Council Member Nelson and second by Council Member Hopkins to approve the request from the Chickasha Rock Island Ride Committee to temporarily close Chickasha Avenue on October 3, 2020.

Roll call vote:

“Ayes:”	Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes and Mosley.
“Nays:”	None.
“Abstain:”	Loggins.
Motion passed.	7-0-1

ITEM 6p. Discussion, consideration and possible action to approve the 3rd Annual Oklahoma Food Truck Championship 2020 to be held on Saturday, October 3, 2020

*Motion by Council Member Sikes and second by Council Member Nelson to approve the request to allow the 3rd Annual Oklahoma Food Truck Championship.

Roll call vote:

“Ayes:”	Molder, Hopkins, Nelson, Sikes, Gerdes, Loggins and Mosley.
“Nays:”	None.
“Abstain:”	Grayson.
Motion passed.	7-0-1

ITEM 6q. Discussion, consideration and possible action to approve the annual Fireworks Display in Shannon Springs Park on Saturday, July 4, 2020.

*Motion by Council Member Hopkins and second by Council Member Grayson to approve the annual Fireworks Display being held in Shannon Springs Park on Saturday, July 4, 2020 and authorize food trucks in designated areas. .

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6r. Discussion, consideration and possible action to approve “Christmas in July”.

*Motion by Council Member Sikes and second by Council Member Grayson to approve “Christmas in July” as presented.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6s. Discussion, consideration and possible action to approve listing agreement with Coldwell Banker Select for Lot 32 of Apache Cove.

*Motion by Council Member Loggins and second by Council Member Sikes to approve the listing agreement with Coldwell Banker Select for Lot 32 Apache Cove.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 6t. Discussion, consideration and possible action to approve sale contract for Lot 32 of Apache Cove in the amount of \$7,500.00.

*Motion by Council Member Loggins and second by Council Member Hopkins to approve the sale contract for Lot 32 of Apache Cove in the amount of \$7,500.00.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.

City Council Meeting 6-15-2020

6:30 p.m.

“Abstain:” None.

Motion passed. 8-0

ITEM 6u. Discussion, consideration and possible action on residential incentive agreement.

*Motion by Council Member Hopkins and second by Council Member Molder to approve residential economic development incentive as presented. .

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes and Mosley.

“Nays:” Loggins.

“Abstain:” None.

Motion passed. 7-1

Meeting recessed to enter into CMA and CMAA meetings at 7:33 p.m.

Meeting reconvened from CMA and CMAA meetings at 7:44 p.m.

*Motion by Council Member Sikes and second by Council Member Grayson to reconvene regular meeting from CMA and CMAA.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.

“Nays:” None.

ITEM 7 Executive Session

Item 7 a. Discussion, consideration and possible action to enter into Executive Session to discuss negotiations concerning employees and representative of employee groups under the provision of 25 O.S. Section 307(B)2. The purpose of proposed Executive Session is to discuss the status of negotiations between the City and FOP Lodge 129 and IAFF, Local 2041 for a Collective Bargaining Agreement between the City and FOP Lodge No. 129 and IAFF Local 2041 for the fiscal year 2020-2021.

*Motion by Council Member Sikes and second by Council Member Grayson to enter into Executive Session.

Roll call vote:

City Council Meeting 6-15-2020
6:30 p.m.

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.

Enter into Executive Session at 7:45 p.m.

Item 7b. Discussion, consideration and possible action to reconvene open session and take appropriate action on any matter discussed in Executive Session.

Regular session reconvened at 8:30 p.m.

*Motion by Council Member Hopkins and second by Council Member Loggins to authorize the City Mnaager to approve the Collective Bargaining Agreement with FOP Lodge 129 for fiscal year 2020-2021.

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

*Motion by Council Member Hopkins and second by Council Member Grayson to authorize the City Manager to approve the Collective Bargaining Agreement with IAFF, Local 2041 for fiscal year 2020-2021..

Roll call vote:

“Ayes:” Molder, Hopkins, Nelson, Sikes, Grayson, Gerdes, Loggins and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 8-0

ITEM 8. Adjournment.

Motion by Grayson and seconded by Loggins to adjourn the meeting.

Meeting adjourned.

TIME: 8:32 P.M.

Chris Mosley, Mayor

City Council Meeting 6-15-2020
6:30 p.m.

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 6th day of July 2020.



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the claims list.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. July 6, 2020 Claims List

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V BRONSON MORGAN	BRONSON MORGAN : RENTAL RE	450.00
		CITY OF CHICKASHA	CITY OF CHICKASHA	34,854.16
		WILLY BOY DISTRIBUTORSHIP LLC	DEPOSIT REFUND	250.00
		MIDWEST SPORTS PRODUCTIONS	DEPOSIT REFUND	400.00
		CITY OF CHICKASHA	CITY OF CHICKASHA	276,670.51
			CITY OF CHICKASHA	294,597.90
			CITY OF CHICKASHA	246,455.30
			CITY OF CHICKASHA	238,237.36
			CITY OF CHICKASHA	254,364.41
			CITY OF CHICKASHA	253,294.13
		CITY OF CHICKASHA	CITY OF CHICKASHA	35,565.75
		CITY OF CHICKASHA	CITY OF CHICKASHA	7,655.18_
			TOTAL:	1,642,794.70
ADMINISTRATION	GENERAL FUND	EXPRESS STAR	PUBISH ORD 2020-06	41.25
			PUBLISH ORD 2020-07	38.25
		AT&T MOBILITY	AT&T MOBILITY	237.12
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	99.62
			DELTA DENTAL/FAMILY	99.62
			DELTA DENTAL/SINGLE	12.28
			DELTA DENTAL/SINGLE	12.28
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE DEP COVERAGE/CAFE	1,512.94
			EMPLOYEE DEP COVERAGE/CAFE	1,512.94
		OKLAHOMA MUNICIPAL RETIRE	OMRF2	780.77
			OMRF2	780.77
			OMRF	260.49
			OMRF	258.19
		TRANSFER ACCOUNT	FICA	538.50
			FICA	540.25
			MEDICARE	125.94
			MEDICARE	126.35
		OPTIONS COUNSELING SERVICE, INC.	OPTIONS COUNSELING SERVICE	369.00_
			TOTAL:	7,965.92
FIRE ADMINISTRATION	GENERAL FUND	FUELMAN	FUELMAN	112.26
			FUELMAN	187.04
		OKLAHOMA FIREFIGHTERS MUS	RODNEY REGISTRATION	60.00
			RICKY B REGISTRATION	60.00
		AT&T MOBILITY	AT&T MOBILITY	55.53
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	995.10
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	149.43
			DELTA DENTAL/FAMILY	120.01
			EMPLOYEE DEP COVERAGE/CAFE	2,269.41
			EMPLOYEE DEP COVERAGE/CAFE	1,822.61
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	874.42
			FIRE PENSION	874.42
		OKLAHOMA MUNICIPAL RETIRE	OMRF	71.35
			OMRF	29.67
		CENTERPOINT ENERGY	CENTERPOINT ENERGY	275.31
		AT&T	AT&T	163.67
		TRANSFER ACCOUNT	FICA	48.19
			FICA	20.09
			MEDICARE	95.84
			MEDICARE	90.33

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	8,374.68
POLICE ADMINISTRATION	GENERAL FUND	FUELMAN	FUELMAN	29.45
			FUELMAN	65.30
		GRADY COUNTY LAW ENFORCEMENT CENTER	MAY 2020 JAIL FEES	45.00
		SPIC & SPAN COMMERCIAL CLEANING, LLC	SPIC & SPAN COMMERCIAL CLE	1,490.70
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	1,367.92
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	99.62
			DELTA DENTAL/FAMILY	99.62
			DELTA DENTAL/SINGLE	24.56
			DELTA DENTAL/SINGLE	24.56
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE SINGLE COVERAGE	619.36
			POLICE FAMILY INS	756.47
			POLICE FAMILY INS	756.47
		OKLAHOMA POLICE PENSION &	POLICE PENSION	400.00
			POLICE PENSION	400.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF	408.53
			OMRF	410.26
		TRANSFER ACCOUNT	FICA	513.56
			FICA	510.69
			MEDICARE	120.10
			MEDICARE	119.44
		GRADY MEMORIAL HOSPITAL	BLOOD KIT	23.00
			BLOOD KIT-QUINCY JACKSON	23.00
		UNIFIRST HOLDINGS, L.P.	UNIFIRST HOLDINGS, L.P.	19.97
			UNIFIRST HOLDINGS, L.P.	20.05
		MOTOROLA SOLUTIONS INC.	CAD/RMS PAYMENT 5-FINAL	25,539.00
		TERMINIX PROCESSING CENTER	PEST CONTROL MAY 20	105.00
			TOTAL:	34,610.99
CEMETERY SERVICES	GENERAL FUND	AT&T MOBILITY	AT&T MOBILITY	50.46
		CKENERGY ELECTRIC COOPERATIV	CKENERGY ELECTRIC COOPERAT	71.70
		OKLAHOMA ELECTRIC COOP	OKLAHOMA ELECTRIC COOP	60.13
			TOTAL:	182.29
HUMAN RESOURCES	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/FAMILY	49.81
			EMPLOYEE DEP COVERAGE/CAFE	756.47
			EMPLOYEE DEP COVERAGE/CAFE	756.47
		OKLAHOMA MUNICIPAL RETIRE	OMRF	87.68
			OMRF	87.14
		TRANSFER ACCOUNT	FICA	60.82
			FICA	60.21
			MEDICARE	14.22
			MEDICARE	14.08
			TOTAL:	1,936.71
LIBRARY	GENERAL FUND	DEMCO	2 BOOK TRUCKS	904.16
		SPIC & SPAN COMMERCIAL CLEANING, LLC	SPIC & SPAN COMMERCIAL CLE	1,665.00
		OUHSC, DEPT. OF GERIATRICS	PRESENTATION	250.00
		ALPS, INC	LAMINATOR	1,299.00
		LUMINOUS OF OKLAHOMA LLC	LIGHT INSTALLATION	3,036.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	1,326.29
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	149.43
			DELTA DENTAL/FAMILY	149.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DELTA DENTAL/SINGLE	24.56
			DELTA DENTAL/SINGLE	24.56
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE DEP COVERAGE/CAFE	2,269.41
			EMPLOYEE DEP COVERAGE/CAFE	2,269.41
		OKLAHOMA MUNICIPAL RETIRE	OMRF	523.68
			OMRF	522.28
		CENTERPOINT ENERGY	CENTERPOINT ENERGY	175.28
		TRANSFER ACCOUNT	FICA	445.21
			FICA	438.61
			MEDICARE	104.13
			MEDICARE	102.59
		CRANTON, BETH	MILEAGE REIMBURSEMENT	19.49_
			TOTAL:	16,937.24
STREET & STORM DRAINAG	GENERAL FUND	MARSHALL AUTO PARTS	FILTERS	165.21
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	696.06
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	149.43
			DELTA DENTAL/FAMILY	149.43
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE DEP COVERAGE/CAFE	1,512.94
			EMPLOYEE DEP COVERAGE/CAFE	1,512.94
		OKLAHOMA MUNICIPAL RETIRE	OMRF	450.07
			OMRF	425.62
		TRAFFIC SIGNALS INC	4TH & MISSOURI SB TURN	400.00
		TRANSFER ACCOUNT	FICA	349.68
			FICA	324.40
			MEDICARE	81.77
			MEDICARE	75.87
		UNIFIRST HOLDINGS, L.P.	UNIFIRST HOLDINGS, L.P.	167.56
			UNIFIRST HOLDINGS, L.P.	167.56
		LOGAN COUNTY ASPHALT	COLD ASPHALT PATCH	2,495.74_
			TOTAL:	9,743.64
FLEET MAINTENANCE	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	12.28
			DELTA DENTAL/SINGLE	12.28
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
		OKLAHOMA MUNICIPAL RETIRE	OMRF	110.41
			OMRF	113.07
		TRANSFER ACCOUNT	FICA	84.66
			FICA	85.95
			MEDICARE	19.80
			MEDICARE	20.10_
			TOTAL:	1,077.91
ACCOUNTING SERVICES	GENERAL FUND	AT&T MOBILITY	AT&T MOBILITY	55.53
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/SINGLE	24.56
			DELTA DENTAL/SINGLE	24.56
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE DEP COVERAGE/CAFE	756.47

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			EMPLOYEE DEP COVERAGE/CAFE	756.47
		OKLAHOMA MUNICIPAL RETIRE	OMRF	416.92
			OMRF	435.28
		TRANSFER ACCOUNT	FICA	359.29
			FICA	352.97
			MEDICARE	84.03
			MEDICARE	82.55_
			TOTAL:	4,067.61
COMM DEVEL/PLANNING SE GENERAL FUND		AT&T MOBILITY	AT&T MOBILITY	22.06
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/FAMILY	49.81
			EMPLOYEE DEP COVERAGE/CAFE	756.47
			EMPLOYEE DEP COVERAGE/CAFE	756.47
		OKLAHOMA MUNICIPAL RETIRE	OMRF	266.54
			OMRF	75.08
		TRANSFER ACCOUNT	FICA	47.38
			FICA	49.83
			MEDICARE	11.08
			MEDICARE	11.65_
			TOTAL:	2,096.18
GENERAL GOVERNMENT	GENERAL FUND	USPS	POSTAGE METER	3,500.00
		IRON MOUNTAIN INC.	IRON MOUNTAIN INC.	69.83
		CHAFFIN, MICHAEL R.	CHAFFIN, MICHAEL R.	1,800.00
		MUNICIPAL CODE CORPORATION	ADMIN SUPPORT FEE 20-21	350.00
		PEAK UPTIME	SUPPORT RENEWAL	2,672.00
		FRAILEY, CHAFFIN, CORDELL	LEGAL FEES	264.00
			LEGAL FEES	10,769.65
		QUADIENT LEASING USA, INC	QUADIENT LEASING USA, INC	324.93
		FIVE OAKS MEDICAL GROUP	APRIL DRUG SCREENS	55.00
		MARGARET MCMORROW-LOVE	Legal Fees	7,884.00
		STAPLES CREDIT PLAN	OFFICE SUPPLIES	122.85_
			TOTAL:	27,812.26
BUILDING SERVICES	GENERAL FUND	FUELMAN	FUELMAN	69.89
			FUELMAN	49.89
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/FAMILY	49.81
			EMPLOYEE DEP COVERAGE/CAFE	756.47
			EMPLOYEE DEP COVERAGE/CAFE	756.47
		OKLAHOMA MUNICIPAL RETIRE	OMRF	179.32
			OMRF	179.32
		SMITH ROBERTS BALDISCHWIL	DETENTION POND PLANS	720.00
		TRANSFER ACCOUNT	FICA	189.09
			FICA	190.96
			MEDICARE	44.22
			MEDICARE	44.66_
			TOTAL:	3,279.91
FIRE OPERATIONS	GENERAL FUND	JOHN SEYLER	PHONE DAMAGE REIMBURSE	200.00
		FUELMAN	FUELMAN	507.13
			FUELMAN	734.61
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	747.15
			DELTA DENTAL/FAMILY	747.15
			DELTA DENTAL/SINGLE	24.56

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DELTA DENTAL/SINGLE	24.56
			FIRE FAMILY INS	11,347.05
			FIRE FAMILY INS	11,347.05
			FIRE SINGLE INS	619.36
			FIRE SINGLE INS	619.36
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	6,817.00
			FIRE PENSION	6,649.93
			FIRE PENSION	846.24
			FIRE PENSION	1,676.51
		PETERS, RODNEY	OSFA MEAL REIMBURSEMENT	100.00
		TRANSFER ACCOUNT	MEDICARE	773.02
			MEDICARE	789.27
			MEDICARE	87.65
			MEDICARE	153.56
		EXPRESS TIRE BRAKE & ALIG	TIRES	628.00
			BALANCE	42.00
			RECYCLE FEE	11.60
			TOTAL:	45,492.76
PATROL SERVICES	GENERAL FUND	AT&T	AT&T	379.36
			AT&T	569.93
		FUELMAN	FUELMAN	1,534.21
			FUELMAN	1,717.75
		TOP TIER TACTICAL SURVIVAL AND OUTDOOR	12 BALLISTIC HELMETS	110.00
		VERIZON WIRELESS	VERIZON WIRELESS	732.02
		AT&T MOBILITY	AT&T MOBILITY	164.92
			AT&T MOBILITY	27.06
			AT&T MOBILITY	41.23
			AT&T MOBILITY	256.32
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	697.34
			DELTA DENTAL/FAMILY	697.34
			DELTA DENTAL/SINGLE	85.96
			DELTA DENTAL/SINGLE	85.96
			POLICE FAMILY INS	10,590.58
			POLICE FAMILY INS	10,590.58
			POLICE SINGLE INS	2,167.76
			POLICE SINGLE INS	2,167.76
		OKLAHOMA POLICE PENSION &	POLICE PENSION	5,803.38
			POLICE PENSION	5,635.85
		SPECIAL-OPS UNIFORMS, INC	INITIAL ISSUE-POWELL	1,841.72
			INITIAL ISSUE-BOARDINGHAM	1,718.71
		TRANSFER ACCOUNT	FICA	3,316.74
			FICA	2,709.48
			MEDICARE	775.68
			MEDICARE	633.68
			TOTAL:	55,051.32
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	149.43
			DELTA DENTAL/FAMILY	149.43
			POLICE FAMILY INS	1,512.94
			POLICE FAMILY INS	1,512.94
		OKLAHOMA POLICE PENSION &	POLICE PENSION	843.05
			POLICE PENSION	843.05
		TRANSFER ACCOUNT	FICA	374.47
			FICA	413.45
			MEDICARE	87.58

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			MEDICARE	96.70_
			TOTAL:	5,983.04
ANIMAL CONTROL	GENERAL FUND	VERDEN VET	JUNE VET SERVICE	900.00
		AT&T MOBILITY	AT&T MOBILITY	142.64
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	12.28
			DELTA DENTAL/SINGLE	12.28
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
		OKLAHOMA MUNICIPAL RETIRE	OMRF	223.58
			OMRF	207.38
		TRANSFER ACCOUNT	FICA	178.77
			FICA	165.79
			MEDICARE	41.80
			MEDICARE	38.77
		OKLAHOMA ANIMAL CONTROL ASSOCIATION	OKLAHOMA ANIMAL CONTROL AS	400.00
		GONZALEZ PEST CONTROL	JUNE PEST CONTROL	50.00_
			TOTAL:	2,992.65
MUNICIPAL COURT	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/FAMILY	49.81
			EMPLOYEE DEP COVERAGE/CAFE	756.47
			EMPLOYEE DEP COVERAGE/CAFE	756.47
		OKLAHOMA MUNICIPAL RETIRE	OMRF	94.90
			OMRF	94.90
		TRANSFER ACCOUNT	FICA	70.04
			FICA	69.38
			MEDICARE	16.38
			MEDICARE	16.23_
			TOTAL:	1,974.39
DISPATCH SERVICES	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	149.43
			DELTA DENTAL/FAMILY	149.43
			EMPLOYEE DEP COVERAGE/CAFE	1,512.94
			EMPLOYEE DEP COVERAGE/CAFE	1,512.94
		OKLAHOMA MUNICIPAL RETIRE	OMRF	448.61
			OMRF	323.92
		DEPARTMENT OF PUBLIC SAFETY	OLETS FEE MAY 20	350.00
		TRANSFER ACCOUNT	FICA	265.04
			FICA	249.05
			MEDICARE	61.98
			MEDICARE	58.25_
			TOTAL:	5,081.59
NEIGHBORHOOD SERVICES	GENERAL FUND	FUELMAN	FUELMAN	103.29
			FUELMAN	266.77
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	12.28
			DELTA DENTAL/SINGLE	12.28
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
		OKLAHOMA MUNICIPAL RETIRE	OMRF	157.23
			OMRF	158.22
		TRANSFER ACCOUNT	FICA	127.05
			FICA	126.14
			MEDICARE	29.71
			MEDICARE	29.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			TOTAL:	1,641.83
PARK MAINTENANCE	GENERAL FUND	SUNBELT POOLS	CALCIUM HYPOCHLORITE	3,049.68
		VERIZON WIRELESS	VERIZON WIRELESS	351.12
		AT&T MOBILITY	AT&T MOBILITY	49.50
			AT&T MOBILITY	77.59
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	961.45
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	149.43
			DELTA DENTAL/FAMILY	149.43
			DELTA DENTAL/SINGLE	24.56
			DELTA DENTAL/SINGLE	24.56
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE DEP COVERAGE/CAFE	2,269.41
			EMPLOYEE DEP COVERAGE/CAFE	2,269.41
		OKLAHOMA MUNICIPAL RETIRE	OMRF	581.92
			OMRF	581.92
		CENTERPOINT ENERGY	CENTERPOINT ENERGY	69.16
		OSU EXTENSION CENTER	STUDY GUIDES	40.00
		AT&T	AT&T	180.70
		P & K EQUIPMENT	MOWER PARTS	3,339.26
		TRANSFER ACCOUNT	FICA	476.95
			FICA	454.50
			MEDICARE	111.55
			MEDICARE	106.30
		ALERT 360	ALERT 360	42.00
		UNIFIRST HOLDINGS, L.P.	UNIFIRST HOLDINGS, L.P.	102.70
			UNIFIRST HOLDINGS, L.P.	102.70
			TOTAL:	16,804.52
SPORTS COMPLEX	GENERAL FUND	AT&T MOBILITY	AT&T MOBILITY	63.44
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	24.56
			DELTA DENTAL/SINGLE	24.56
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE SINGLE COVERAGE	619.36
		OKLAHOMA MUNICIPAL RETIRE	OMRF	282.37
			OMRF	322.91
		CENTERPOINT ENERGY	CENTERPOINT ENERGY	39.14
		TRANSFER ACCOUNT	FICA	367.99
			FICA	426.06
			MEDICARE	86.05
			MEDICARE	99.65
			TOTAL:	2,975.45
DONATIONS	DONATIONS FUND	TOP TIER TACTICAL SURVIVAL AND OUTDOOR	12 BALLISTIC HELMETS	3,250.00
			TOTAL:	3,250.00
NON-DEPARTMENTAL	EMERGENCY MED SERV	CITY OF CHICKASHA	CITY OF CHICKASHA	8,333.33
		CITY OF CHICKASHA	CITY OF CHICKASHA	450.00
		CITY OF CHICKASHA	CITY OF CHICKASHA	1,265.00
			TOTAL:	10,048.33
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	FUELMAN	FUELMAN	1,183.30
			FUELMAN	1,436.39
		AT&T MOBILITY	AT&T MOBILITY	80.71
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	547.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DELTA DENTAL/FAMILY	577.33
			DELTA DENTAL/SINGLE	49.12
			DELTA DENTAL/SINGLE	49.12
			FIRE FAMILY INS	8,321.17
			FIRE FAMILY INS	8,321.17
			FIRE SINGLE INS	1,548.40
			FIRE SINGLE INS	1,548.40
			EMPLOYEE DEP COVERAGE/CAFE	446.80
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	5,059.28
			FIRE PENSION	5,361.85
			FIRE PENSION	659.43
		OKLAHOMA MUNICIPAL RETIRE	OMRF	42.81
		TRANSFER ACCOUNT	FICA	28.98
			MEDICARE	635.49
			MEDICARE	628.91
			MEDICARE	68.30_
			TOTAL:	36,594.87
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	86.59
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	36.84
			DELTA DENTAL/SINGLE	36.84
			EMPLOYEE SINGLE COVERAGE	929.04
			EMPLOYEE SINGLE COVERAGE	929.04
		OKLAHOMA MUNICIPAL RETIRE	OMRF	548.00
			OMRF	566.89
		TRANSFER ACCOUNT	FICA	620.08
			FICA	464.56
			MEDICARE	145.02
			MEDICARE	108.65_
			TOTAL:	4,471.55
EMERGENCY 911	E-911 FUND	SUDDENLINK B2B DEPT 1264	SUDDENLINK B2B DEPT 1264	806.96
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	19.72
		AT&T	AT&T	1,220.00_
			TOTAL:	2,046.68
NON-DEPARTMENTAL	CHICKASHA MUNICIPA	CITY OF CHICKASHA	CITY OF CHICKASHA	4,808.34
		CITY OF CHICKASHA	CITY OF CHICKASHA	18,565.00
		CITY OF CHICKASHA	CITY OF CHICKASHA	388.33_
			TOTAL:	23,761.67
UTILITY BILLING	CHICKASHA MUNICIPA	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/SINGLE	12.28
			DELTA DENTAL/SINGLE	12.28
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
		OKLAHOMA MUNICIPAL RETIRE	OMRF	156.80
			OMRF	160.88
		TRANSFER ACCOUNT	FICA	158.42
			FICA	162.00
			MEDICARE	37.04
			MEDICARE	37.88_
			TOTAL:	1,456.56
CMMA GENERAL	CHICKASHA MUNICIPA	WINN, KATHARINE	WINN, KATHARINE	640.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			WINN, KATHARINE	182.50
			WINN, KATHARINE	202.75_
			TOTAL:	1,025.25
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	FUELMAN	FUELMAN	73.74
			FUELMAN	91.35
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	24.56
			DELTA DENTAL/SINGLE	24.56
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE SINGLE COVERAGE	619.36
		OKLAHOMA MUNICIPAL RETIRE	OMRF	342.90
			OMRF	341.52
		TRANSFER ACCOUNT	FICA	269.41
			FICA	270.63
			MEDICARE	63.01
			MEDICARE	63.29
		FIVE OAKS MEDICAL GROUP	APRIL DRUG SCREENS	45.00_
			TOTAL:	2,848.69
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	MARSHALL AUTO PARTS	HUB BEARING ASSEMBLIES	322.18
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/FAMILY	49.81
			EMPLOYEE DEP COVERAGE/CAFE	756.47
			EMPLOYEE DEP COVERAGE/CAFE	756.47
		OKLAHOMA MUNICIPAL RETIRE	OMRF	91.87
			OMRF	93.73
		TRANSFER ACCOUNT	FICA	65.70
			FICA	65.85
			MEDICARE	15.37
			MEDICARE	15.40
		UNIFIRST HOLDINGS, L.P.	UNIFIRST HOLDINGS, L.P.	24.12
			UNIFIRST HOLDINGS, L.P.	24.12
		WASTE CONNECTIONS OF CHICKASHA	WASTE CONNECTIONS OF CHICK	165,427.82
			ROLL OFFS & DISPOSAL	100.63_
			TOTAL:	167,859.35
WATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	USW UTILITY GROUP	81,941.41
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	151.36
		CKENERGY ELECTRIC COOPERATIV	CKENERGY ELECTRIC COOPERAT	9,652.02
		OKLAHOMA ELECTRIC COOP	OKLAHOMA ELECTRIC COOP	109.81
		CENTERPOINT ENERGY	CENTERPOINT ENERGY	135.81
			CENTERPOINT ENERGY	29.68
		RURAL WATER DIST.#7	RURAL WATER DIST.#7	2,321.75_
			TOTAL:	94,341.84
WASTEWATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	USW UTILITY GROUP	54,627.61
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	737.37
		CENTERPOINT ENERGY	CENTERPOINT ENERGY	29.68_
			TOTAL:	55,394.66
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	FUELMAN	FUELMAN	201.18
		VERIZON WIRELESS	VERIZON WIRELESS	282.42
			VERIZON WIRELESS	934.18
		AT&T MOBILITY	AT&T MOBILITY	287.82
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	149.43
			DELTA DENTAL/FAMILY	149.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			DELTA DENTAL/SINGLE	24.56
			DELTA DENTAL/SINGLE	24.56
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE SINGLE COVERAGE	619.36
			EMPLOYEE DEP COVERAGE/CAFE	2,269.41
			EMPLOYEE DEP COVERAGE/CAFE	2,269.41
		OKLAHOMA MUNICIPAL RETIRE	OMRF	591.01
			OMRF	645.85
		TRANSFER ACCOUNT	FICA	457.30
			FICA	487.79
			MEDICARE	106.95
			MEDICARE	114.07
		UNIFIRST HOLDINGS, L.P.	UNIFIRST HOLDINGS, L.P.	138.62
			UNIFIRST HOLDINGS, L.P.	139.68_
			TOTAL:	10,512.39
LAKE CHICKASHA	CHICKASHA MUNICIPA	CKENERGY ELECTRIC COOPERATIV	CKENERGY ELECTRIC COOPERAT	2,238.34
		AT&T	AT&T	19,020.85_
			TOTAL:	21,259.19
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	SUDDENLINK	SUDDENLINK	180.41
		ATLINK SERVICES LLC	ATLINK SERVICES LLC	177.00
		AT&T	AT&T	35.50
		AT&T	AT&T	796.77
		FUELMAN	FUELMAN	42.76
			FUELMAN	104.70
		TDS TELECOM	TDS TELECOM	51.25
		VERIZON WIRELESS	VERIZON WIRELESS	80.02
		PEAK UPTIME	Phone Support Renewal	2,672.00
		SPIC & SPAN COMMERCIAL CLEANING, LLC	SPIC & SPAN COMMERCIAL CLE	2,728.50
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	897.18
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	12.28
			DELTA DENTAL/SINGLE	12.28
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
		OKLAHOMA MUNICIPAL RETIRE	OMRF	98.41
			OMRF	93.42
		CENTERPOINT ENERGY	CENTERPOINT ENERGY	322.25
		AT&T	AT&T	2,396.01
		TRANSFER ACCOUNT	FICA	72.46
			FICA	71.78
			MEDICARE	16.95
			MEDICARE	16.79
		ALERT 360	ALERT 360	35.90
		UNIFIRST HOLDINGS, L.P.	UNIFIRST HOLDINGS, L.P.	109.60
			UNIFIRST HOLDINGS, L.P.	53.60
		STORAGE 'R' US	STORAGE 'R' US	160.00_
			TOTAL:	11,857.18
NON-DEPARTMENTAL	AIRPORT	CITY OF CHICKASHA	CITY OF CHICKASHA	383.33
		CITY OF CHICKASHA	CITY OF CHICKASHA	2,564.83
		CITY OF CHICKASHA	CITY OF CHICKASHA	66.67_
			TOTAL:	3,014.83
AIRPORT	AIRPORT	FUELMAN	FUELMAN	9.30
			FUELMAN	52.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
		STAR TROPHY & SPORTS	AWARDS FOR FLY-IN	250.00
		SPIC & SPAN COMMERCIAL CLEANING, LLC	SPIC & SPAN COMMERCIAL CLE	207.55
		PRIMECO SERVICES LLC	FLY-IN SANITATION	1,020.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	PUBLIC SERVICE COMPANY OF	1,169.53
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/FAMILY	49.81
			DELTA DENTAL/SINGLE	12.28
			DELTA DENTAL/SINGLE	12.28
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE SINGLE COVERAGE	309.68
			EMPLOYEE DEP COVERAGE/CAFE	756.47
			EMPLOYEE DEP COVERAGE/CAFE	756.47
		OKLAHOMA MUNICIPAL RETIRE	OMRF	177.77
			OMRF	174.22
		CENTERPOINT ENERGY	CENTERPOINT ENERGY	61.42
		TRANSFER ACCOUNT	FICA	181.14
			FICA	129.20
			MEDICARE	42.36
			MEDICARE	30.22
		WILLIAM MARVIN JOHNSON LLC	WILLIAM MARVIN JOHNSON LLC	300.00
		UNIFIRST HOLDINGS, L.P.	UNIFIRST HOLDINGS, L.P.	151.88
			UNIFIRST HOLDINGS, L.P.	105.89
		INGRAM BOOK SERVICE	BOOKS FOR FLY IN	54.73
		HOLIDAY INN EXPRESS	HOTEL ROOMS FOR FLY-IN	846.00_
			TOTAL:	7,220.35
DEDICATED SALES TAX	CIP-DEDICATED SALE BANK OF OKLAHOMA		BANK OF OKLAHOMA	96,344.94_
			TOTAL:	96,344.94
STREET & ALLEY	STREET AND ALLEY F SIGNAL SYSTEM MANAGEMENT INC		SIGNAL SYSTEM MANAGEMENT I	2,500.00_
			TOTAL:	2,500.00
POLICE BOND	POLICE BOND FUND	CITY OF CHICKASHA	CITY OF CHICKASHA	1,013.06
		CITY OF CHICKASHA	CITY OF CHICKASHA	21,931.29
		CLEET	CLEET FEES JUNE 20	1,210.12
		OSBI	AFIS FEES MAY 20	396.64
			FORENSIC FEES MAY 20	379.95
		CITY OF CHICKASHA	CITY OF CHICKASHA	16.00_
			TOTAL:	24,947.06
COMBINED INSURANCE	COMBINED INSURANCE	GALLAGHER BENEFIT SERVICES, INC	GALLAGHER BENEFIT SERVICES	3,125.00
		METLIFE	METLIFE	1,384.17
		DEARBORN NATIONAL	DEARBORN NATIONAL	1,312.96
		OMAG	GEN LIABILITY & AUTO COVE	25,268.75
			PROPERTY INSURANCE QTRLY	22,683.75_
			TOTAL:	53,774.63
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	COLONIAL LIFE & ACCIDENT INSURANCE COM	COLONIAL ACCIDENT	7.50
			COLONIAL ACCIDENT	7.50
			COLONIAL GROUP ACCIDENT	602.63
			COLONIAL GROUP ACCIDENT	602.63
			COLONIAL CANCER	314.47
			COLONIAL CANCER	314.47
			COLONIAL CRITICAL ILLNESS	157.31
			COLONIAL CRITICAL ILLNESS	157.31
			COLONIAL DISABILITY	169.04

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			COLONIAL DISABILITY	169.04
		CITY OF CHICKASHA	UNION ASSESSMENT FEE	10.54
			UNION ASSESSMENT FEE	10.54
			GARNISHMENT FEE	25.00
			GARNISHMENT FEE	25.00
		WASHINGTON NATIONAL INS. CO	GROUP #20057	268.70
			GROUP #20057	268.70
		TRIBAL CHILD SUPPORT		25.00
				25.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	365.00
			DELTA DENTAL/FAMILY	365.00
			DELTA DENTAL/SINGLE	92.50
			DELTA DENTAL/SINGLE	92.50
			FIRE FAMILY INS	3,250.00
			FIRE FAMILY INS	3,250.00
			FIRE SINGLE INS	437.50
			FIRE SINGLE INS	437.50
			EMPLOYEE SINGLE COVERAGE	1,500.00
			EMPLOYEE SINGLE COVERAGE	1,500.00
			EMPLOYEE DEP COVERAGE/CAFE	3,125.00
			EMPLOYEE DEP COVERAGE/CAFE	3,125.00
			DEARBORN VOLUNTARY LIFE	548.17
			DEARBORN VOLUNTARY LIFE	548.17
			POLICE FAMILY INS	2,125.00
			POLICE FAMILY INS	2,125.00
			POLICE SINGLE INS	437.50
			POLICE SINGLE INS	437.50
			METLIFE VISION	735.10
			METLIFE VISION	735.10
		DEPARTMENT OF HUMAN SERVICES		180.00
				180.00
				169.23
				169.23
				151.75
				151.75
				249.35
				249.35
				187.56
				187.56
				100.00
				100.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	8,196.87
			FIRE PENSION	8,283.97
			FIRE PENSION	967.94
			FIRE PENSION	1,077.76
		OKLAHOMA POLICE PENSION &	POLICE PENSION	4,336.27
			POLICE PENSION	4,233.18
		OKLAHOMA MUNICIPAL RETIRE	CMO LOAN REPAYMENT	251.44
			CMO LOAN REPAYMENT	251.44
			OMRF2	446.15
			OMRF2	446.15
			OMRF	3,494.88
			OMRF	3,374.75
		FIREFIGHTERS SEC LOCAL 20	FIRE UNION DUES	1,085.00
			FIRE UNION DUES	1,085.00
		FIREMENS SPECIAL FUND	FIRE SPECIAL FUND	184.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT_
			FIRE SPECIAL FUND	195.50
		FRATERNAL ORDER OF POLICE	POLICE UNION	600.00
			POLICE UNION	600.00
		TRANSFER ACCOUNT	ENTITY 0037102001	3,591.97
			ENTITY 0037102001	3,641.97
			FEDERAL WITHHOLDING	27,976.39
			FEDERAL WITHHOLDING	24,532.14
			FEDERAL WITHHOLDING	769.74
			FEDERAL WITHHOLDING	894.02
			STATE INCOME TAX	9,237.00
			STATE INCOME TAX	8,544.00
			STATE INCOME TAX	297.00
			STATE INCOME TAX	298.00
			FICA	9,637.94
			FICA	8,868.60
			MEDICARE	3,747.07
			MEDICARE	3,571.18
			MEDICARE	155.95
			MEDICARE	153.56
		AFLAC	AFLAC/PRETAX #K5881	71.62
			AFLAC/PRETAX #K5881	71.62
		CITY OF CHICKASHA FLEX SPENDING ACCOUNT	UNREIMBURSED MEDICAL 23-19	1,418.75
			UNREIMBURSED MEDICAL 23-19	1,268.75
		IAFF - FIREPAC	IAFF FIREPAC	160.00
			IAFF FIREPAC	165.00
			TOTAL:	178,650.27

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

11	GENERAL FUND	1,898,877.59
20	DONATIONS FUND	3,250.00
23	EMERGENCY MED SERV FUND	46,643.20
25	CHICKASHA INDUST AUTH	4,471.55
27	E-911 FUND	2,046.68
31	CHICKASHA MUNICIPAL AUTH	390,316.78
39	AIRPORT	10,235.18
53	CIP-DEDICATED SALES TAX	96,344.94
54	STREET AND ALLEY FUND	2,500.00
64	POLICE BOND FUND	24,947.06
71	COMBINED INSURANCE	53,774.63
99	AP/PAYROLL CASH FUND	178,650.27

GRAND TOTAL: 2,712,057.88

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: 6/16/2020 THRU 7/07/2020

PAYROLL SELECTION

PAYROLL EXPENSES: NO
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 07/06/2020
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 4.c.

AGENDA ITEM: Approve Revocable Permit to Dobson Technologies for easement access to install 1323 feet of fiber optic cable to Canadian Valley Technology Center.

I. BACKGROUND/DESCRIPTION:

- Dobson Technologies has applied for a Revocable Permit for easement access to install fiber optic cable to the CVTC.
- A total of 1323 feet of cable will be installed.
- There is a \$100.00 fee, plus a \$5.00 fee per rod for 80 rods, totaling \$500.00 for the permit.
- Community Development has reviewed and approved the plans for the installation of underground cable.

II. RECOMMENDED ACTION:

Staff recommends approving Revocable Permit as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. Revocable Permit Dobson Technologies



City of
Chickasha

117 North 4th Street
Chickasha, OK 73018

Community Development

June 16, 2020

OneNet(Oklahoma state broadband)
Dobson Technologies
14101 Wireless Way Suite 300
Oklahoma City, OK 73134

Permit# RP-2020-003

REVOCABLE PERMIT

The City has reviewed and approved the plans for the installation of the underground communication cable with the following requirements.

Specific requirements for this project:

1. This permit must comply with all the conditions and provisions of the attached REVOCABLE COMMUNICATION CABLE PERMIT agreement between the City of Chickasha and Dobson Technologies.
2. All existing utilities must be marked prior to start of construction.
3. All work must be done within the dedicated city easement.
4. No communication cable can be installed directly above any water or sewer main. Separation distance between water and sewer mains will be determined by the Public Works Director.

Should you have questions or need additional information, please give me a call.

Darren Martin
Chief Building Official



Community Development
117 North 4th Street
Chickasha, OK 73018



REVOCABLE PERMIT APPLICATION

DATE: 06/16/20

RP-2020-003

CONTRACTOR'S NAME & BUSINESS ADDRESS: OneNet/Dobson Technologies

(Name)

14101 Wireless Way, Suite 300, Oklahoma City Oklahoma 73134

(Street Address)

405-242-1115

(Phone Number)

405-821-6616

(Mobile Phone Number)

DOING WORK FOR: Canadian Valley Technology Center, 1401 W Michigan Ave. Chickasha OK

SCOPE OF WORK: Describe the area to be disturbed (trenching, boring...)

Trenching 1155 feet, Boring 168 feet

Timeline: 7 Days

Construction Cost: 29,845.00

Total footage: 1323 feet (80 rods)

Provide a map of area to be disturbed (boring, trenching...)

Provide Impact statement: None

STATE HIGHWAY? If yes, please provide ODOT PERMIT #

Marshall Hutchett
Signature of Applicant

Darren Marts
Community Development Director

APPROVED: ☐

NOT APPROVED: ☐

*Rods: 80 x 5 = 400.
NP Fee 100. =
FEE: 500.00*

REVO-_____

REVOCABLE COMMUNICATION CABLE PERMIT

This Revocable Permit made and entered into this _____ day of _____, 20____, by and between the CITY OF CHICKASHA, hereinafter called City, and ONENET (OKLA. STATE BROADBAND)/ DOBSON TECHNOLOGIES Applicant, hereinafter called Permittee.

WITNESSETH:

Community Development Director, upon payment of an inspection and regulation fee of \$5.00 for each and every rod of said cable or cables which occupy a portion of any street, alley, easement, or other public right-of-way or public property in the City, and pursuant to the covenants and agreements hereinafter contained to be kept and performed by the Permittee, does hereby permit the Permittee to lay said cables along, and across certain streets, alleys, easements, public right-of-way and public property within the corporate limits of said City, as shown by the accompanying survey, the location of said cables being more particularly described as follows:



With the right of ingress and egress to and from the same. This permit is made by the City and accepted by said Permittee upon the terms set forth herein and subject to the following conditions:

1. The method of construction of said cable along, over and across the property above described shall be subject to the approval of the Community Development Director of said City.

Said cable shall be constructed at such grade that the top thereof shall not be less than 48 inches below the surface of said property as above described as now located, and shall thereafter be maintained at such grade.

Excavators shall notify any pipeline operator immediately if the excavator's work damages a pipeline and shall call 911 or other local emergency response number immediately if the damage results in a release of natural gas or other hazardous substance or potentially endangers life, health, or property.

2. Said cables shall be constructed, repaired, replaced and maintained by the Permittee, at the Permittee's own cost and expense, in a safe, proper and workmanlike manner, and at such times and in such manner as not to prevent or interfere with the safe, proper and convenient movement of traffic along, over and across said property above described.
3. All newly constructed manholes and hand holes shall be located back-of-curb. None shall be located in the paved portion of the street right-of-way unless specifically approved by the City.
4. The Permittee agrees that it will at all times hereafter indemnify, protect and save harmless said City of Chickasha from and against any and all damages, claims, demands, suits, actions, and causes of action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage default of Permittee, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or replacing of said cable.

5. The Permittee shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, remove all Okie-one locate markings, and leave the property above described in a solid and safe condition. The Permittee shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the Community Development Director of said City. If the Permittee shall fail to make any repairs or do any work required of said Permittee by the provisions of this permit within ten days after receipt of written notice from the City calling attention thereto and requesting such repairs or work to be done, then the City shall have the right to make such repairs or do such work at the expense of the Permittee, and the Permittee shall reimburse the City for the cost and expense of such repairs or work promptly upon receipt of a bill therefore by the City to the Permittee.

14. It is expressly understood that this permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property subject hereto.
15. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.
16. The Permittee agrees that this Revocable Permit is subject to the following conditions:
- a. The Permittee shall FIBER OPTIC CABLE
- _____
- _____

Permittee hereby accepts permit subject to the terms and conditions above stated

MARSHALL BIRCHETT
Pres., Vice Pres., or Agent (Print)

Marshall Birchett
Signature

PROJECT MANAGER
Title

Subscribed and sworn to before me this 9 day of June, 2020.

 Rebecca Halter
Notary Public

My Commission Expires: 1-23-21

Community Development Director



March 27, 2020

To Whom it May Concern:

This letter will confirm that a request has been made for assistance from Dobson Technologies to immediately plan rapid deployment of high-speed internet service throughout areas of rural Oklahoma. This will ensure that citizens who now must shelter in place will be able to complete online schoolwork, conduct business, and obtain critical medical advice.

In order for Dobson to connect as many rural Oklahomans as possible on an accelerated basis, I encourage all Dobson vendors, financial institutions, and governmental agencies to expedite pertinent requests for approvals, permitting, and purchasing. The expectation is that the request is granted in reasonable conformity for these emergency circumstances and not to replace or supplant existing agreements that may be in place with Dobson Technologies.

Thank you in advance for any consideration you can give this request. If you need additional information or clarification, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, reading "Sonja Wall".

Sonja Wall
Oklahoma State Broadband Coordinator
Office: 405.225.9345
Email: swall@osrhe.edu
swall@onenet.net



March 27, 2020

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A handwritten signature in cursive script, reading "Sonja Wall".

Sonja Wall
Oklahoma State Broadband Coordinator
Office: 405.225.9345
Email: swall@osrhe.edu
swall@onenet.net

Chickasha, Oklahoma
Grady County, Oklahoma

R 7 W

W Frisco Ave.

W Michigan Ave.

Project
Location

16th St.

W Idaho Ave.



T
7
N

N 29th St.

3^d St.

1-800-344-8377



Dobson Technologies
14101 Wireless Way, Suite 300
Oklahoma City OK 73134

THIS PRINT AND DESIGN ARE
THE SOLE PROPERTY OF DOBSON TECHNOLOGIES
SHALL BE CONSIDERED
CONFIDENTIAL. THIS PRINT MAY NOT BE REPRODUCED
IN ANY WAY WITHOUT THE WRITTEN CONSENT OF DOBSON TECHNOLOGIES
AND SHALL BE RETURNED UPON REQUEST

U.S.D.A. RURAL UTILITIES SERVICE APPLICABLE CODES AND BULLETINS
AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
*LATEST EDITION

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
*ALL APPLICABLE CODES

DEPARTMENT OF TRANSPORTATION

NATIONAL ELECTRIC SAFETY CODE

NATIONAL ELECTRIC CODE

ALL APPLICABLE FHWA, STATE, COUNTY AND LOCAL CODES



655 Research Parkway Suite 200
Oklahoma City OK 73104

ALL UTILITIES ALONG THE PROPOSED ROUTE SHALL
BE LOCATED AT LEAST 48 HOURS IN ADVANCE.
CALLOKIE SHALL BE NOTIFIED TO LOCATE ALL
UTILITIES AT THE FOLLOWING NUMBER.

OKIE ONE-CALL SYSTEM
(800) 522-OKLIE (6543)
DIAL 811
WWW.CALLOKIE.COM

TRENCHING AND CROSSING DETAILS ARE ONLY
TO BE USED AS A REPRESENTATION. FINAL
ROUTE OF TRENCHED OR PLOWED CONDUIT SHALL
BE DEPENDENT ON FIELD CONDITIONS AND AT
THE DIRECTION OF THE ENGINEER

PROJECT TITLE:

Canadian Valley Technology Ctr.
1401 W Michigan Ave.
Chickasha Oklahoma 73018

PROJECT #

CAP0003220
T20-FO-0084

WORK ORDER #

ENGINEER

Marshall

APPROVED BY:

SCALE

1" = 60'

SHEET

Cover Sheet

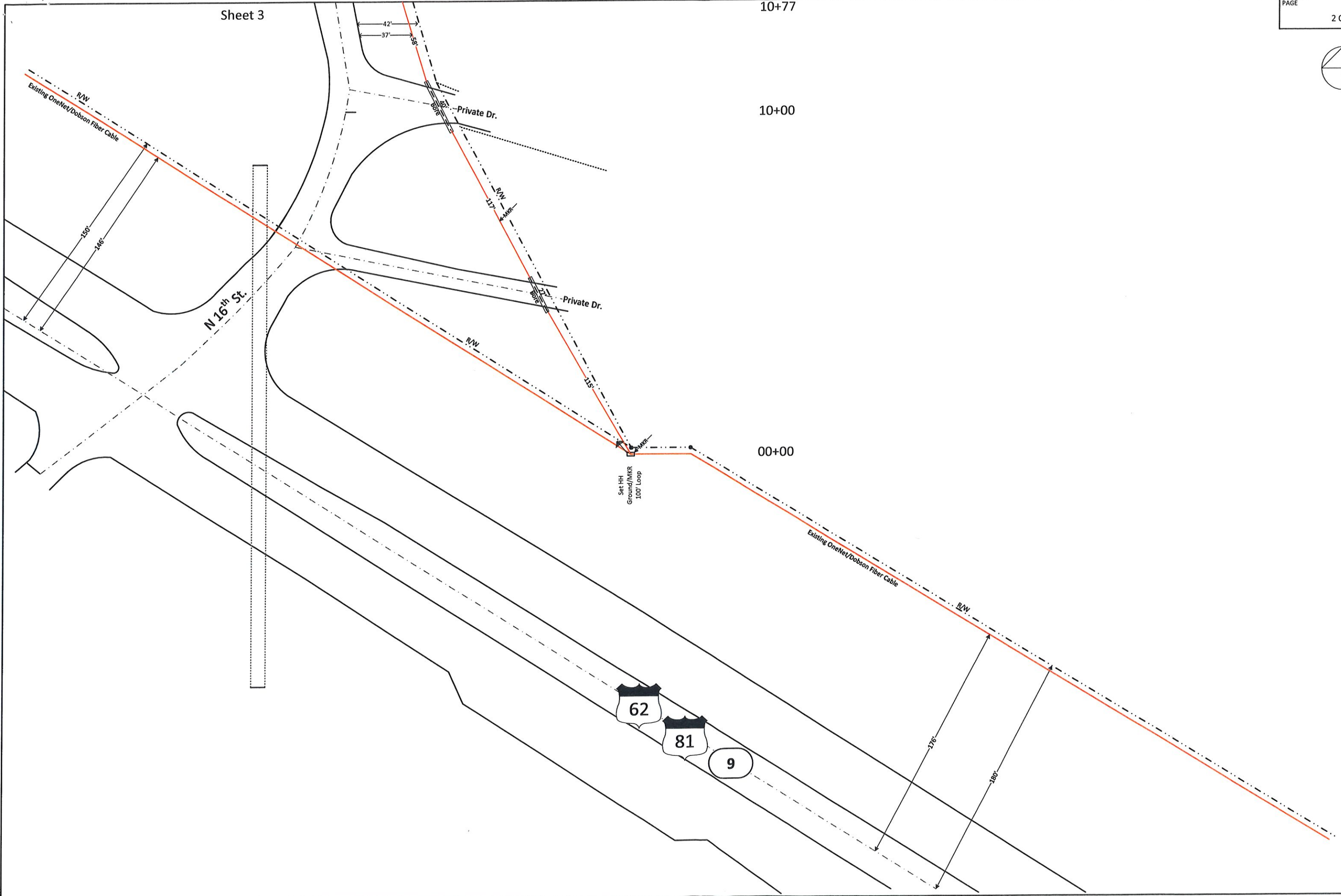
PAGE

1 OF 5



10+00

00+00





W Michigan Ave.

N 16th St.

Canadian Valley Technology Ctr.
1401 W Michigan Ave.
Chickasha Oklahoma 73018

100

200

300

Set HH
MKR
100' Loop

Set HH
Ground/MKR
100' Loop

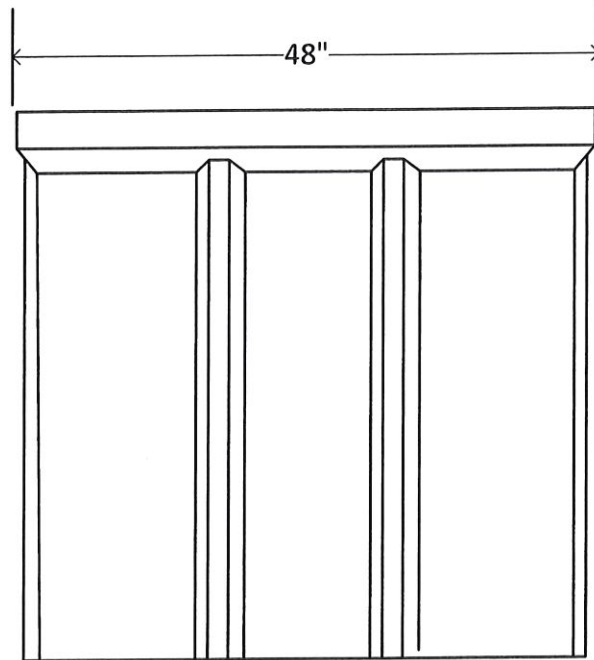
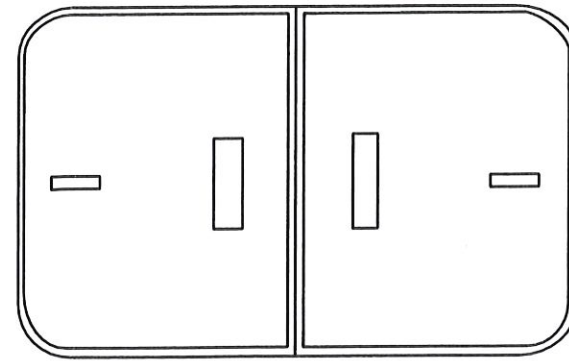
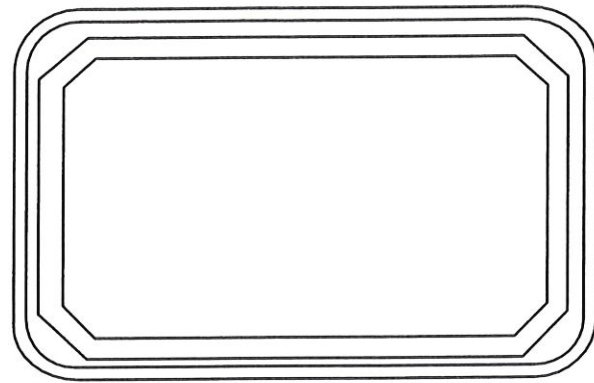
40+78

40+00

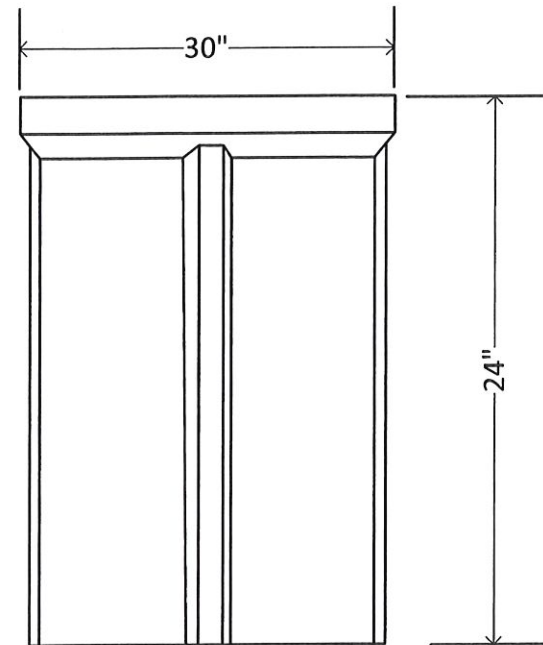
30+00

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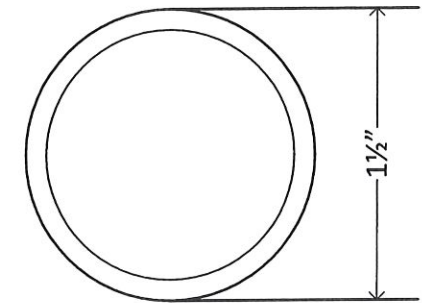
Sheet 2



Top View



End View



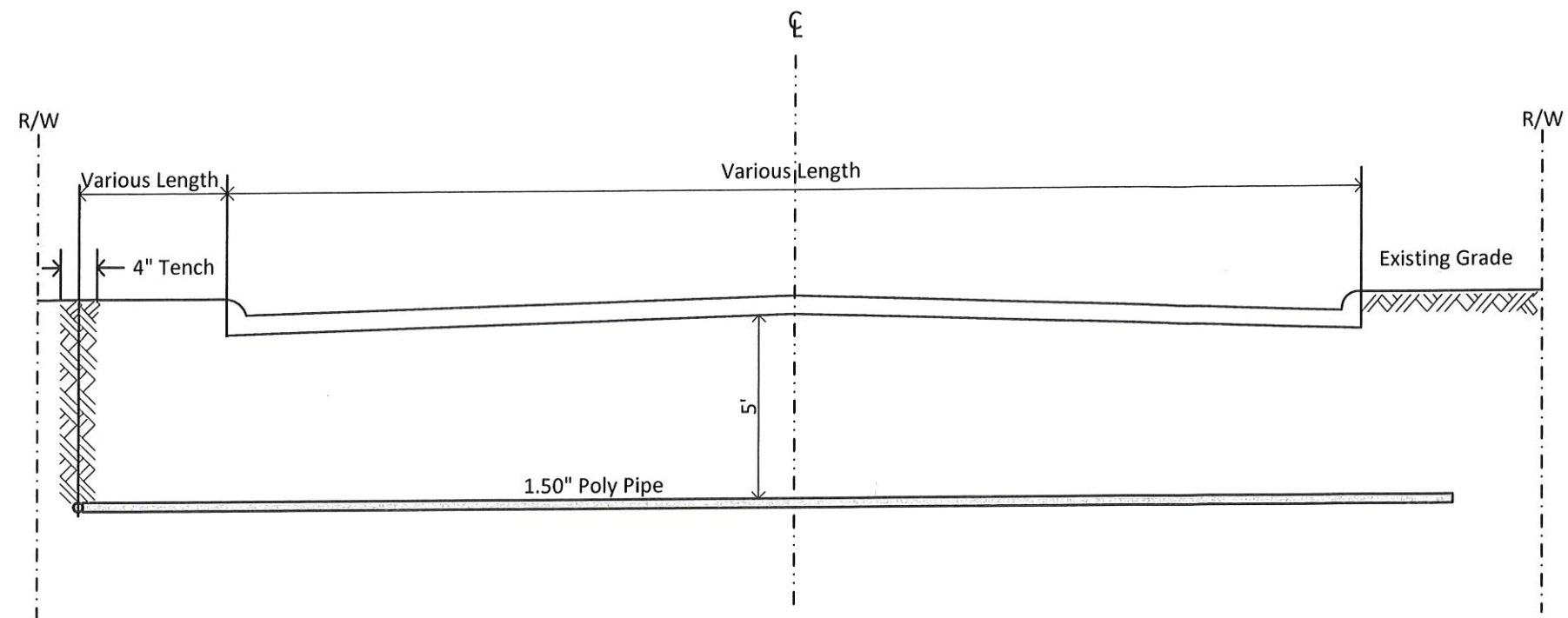
Conduct
HDPE Polypipe

Side View

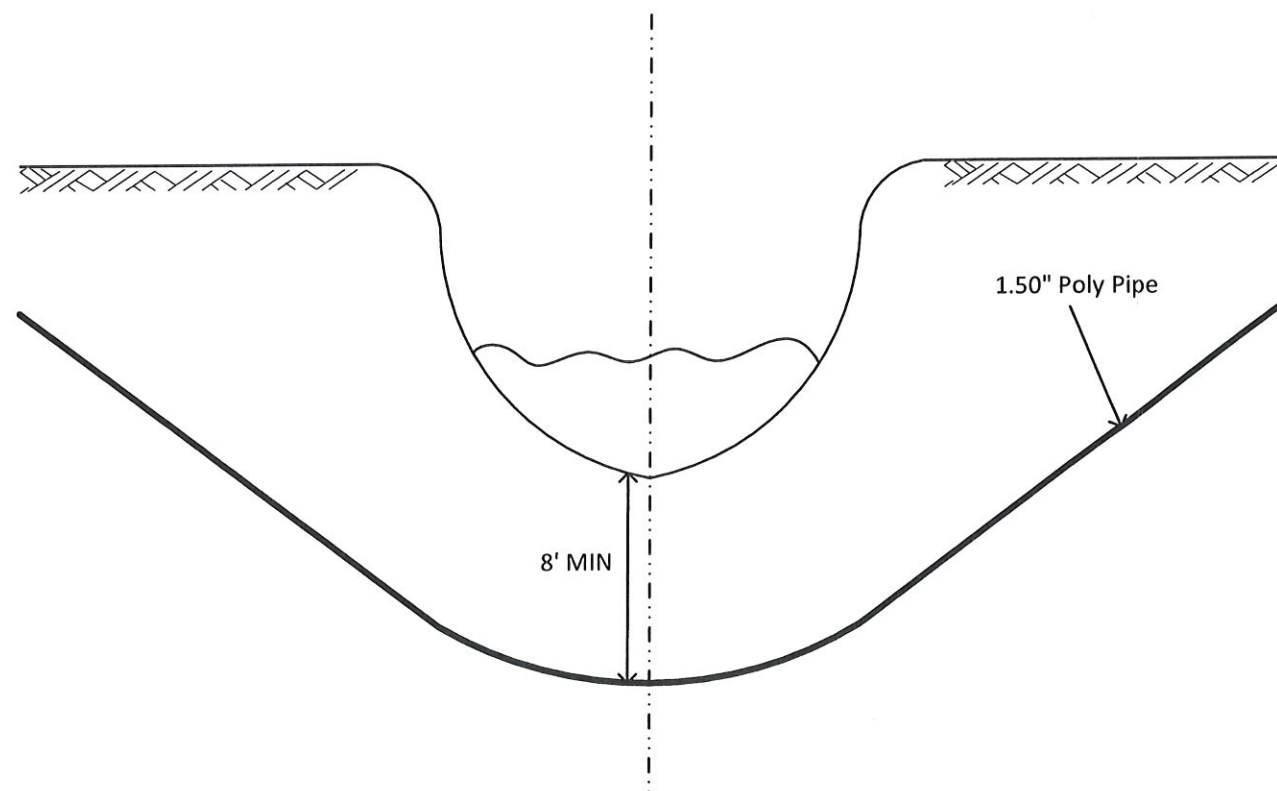
RPM Box Plan View

Polymer Concrete Handhole

DESCRIPTION		
Handhole Detail & Conduit		
SCALE	PAGE	
NTS	4 OF 5	



TYPICAL BORE PROFILE



TYPICAL BORE CREEK/RIVER CROSSING

DESCRIPTION	
FIBER OPTIC TRENCHING AND CROSSING DETAILS	
SCALE	PAGE
Not to Scale	5 OF 5



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: Administration

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action on Ordinance 2020-11 requiring the use of facial coverings or mask inside City owned and controlled buildings.

I. BACKGROUND/DESCRIPTION:

- Due to the recent increase of COVID-19 cases across the United States and the fact that public employees have been deemed essential administration believes it is of great importance to protect our staff.
- CDC has issued guidelines, but no enforceable requirements on social distancing and mask. Administration believes it is important for health and safety to prescribe the use of facial coverings in areas where it is difficult, or people refuse, to distance.
- Mask measure also provides some protection to the general public conducting business with the organization.
- Ordinance does not require businesses or those attending outdoor activities on our public properties wear facial coverings.
- Ordinance would require meeting attendees comply with ordinance.
- Council will need to revisit when they are ready to lift requirement, but staff does not believe that will be until 2021.

II. RECOMMENDED ACTION:

Approve Ordinance 2020-11 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
------------------------	-------------	----------------	---------------

John Noblitt, City Manager	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. Ord. 2020-11 Covid 19 Face Mask Requirement

ORDINANCE NO. 2020 – 11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CHICKASHA CODE OF ORDINANCES, BY REVISING CHAPTER 36, OFFENSES, BY ADDING A NEW SECTION 36-129, COVID-19 FACE MASK REQUIREMENT, TO CHAPTER 36, OFFENSES, ARTICLE IV, OFFENSES AGAINST PERSONS, TO REQUIRE INDIVIDUALS TO WEAR A FACE MASK WHEN INSIDE A FACILITY OWNED AND OCCUPIED BY THE CITY OF CHICKASHA OR ONE OF ITS TRUST AUTHORITIES, EXEMPTING EMPLOYEES THAT ARE IN A PRIVATE OFFICE OR AREA THAT IS NOT ACCESSIBLE TO THE GENERAL PUBLIC; AND ESTABLISHING A PENALTY FOR VIOLATIONS OF SAID REQUIREMENT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION I. That a new section of the Code of Ordinances of the City of Chickasha, to be codified as Chapter 36, Article IV, Section 36-129, COVID-19 Face Mask Requirement is hereby added and shall hereinafter read as follows:

COVID-19 Face Mask Requirement:

All individuals that are inside a facility owned and occupied by the City of Chickasha or one of its Trust Authorities are required to wear a face covering which shall cover the individual's mouth and nose. Employees of the City of Chickasha or one of its Trust Authorities that are in a private office or in an area not typically accessible to the public are exempt from this provision. Any person who violates this provision shall, upon conviction, be fined \$100 plus all costs and fees. Each day upon which a violation continues shall constitute a separate offense.

SECTION II. Repealer. All ordinances or parts thereof which are inconsistent with this Ordinance are repealed upon the effective date of this Ordinance.

SECTION III. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this Ordinance.

SECTION IV. Emergency. It being immediately necessary for the preservation of the public, health, peace and safety of the City of Chickasha and the inhabitants thereof, an emergency is hereby declared to exist by reason whereof this Ordinance shall be in full

force and effect immediately from and after its passage, approval, and publication as provided by law.

Adopted and approved this 6th day of July, 2020.

ATTESTED:

Chris Mosley, Mayor

Susan M. McDaniel, City Clerk

(S E A L)



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 6.b.

AGENDA ITEM: Public Hearing on a Use on Review for a home occupation located at 2025 California Ave.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Call Public Hearing on Use on Review application for home occupation located at 2025 California Ave.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: Community Development

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to consider Ordinance 2020-09, approving a Use on Review for a home occupation located at 2025 California Ave.

I. BACKGROUND/DESCRIPTION:

- Tressa Brandy Swanson submitted a Use on Review application on May 10, 2020.
- She is requesting a use on review to allow a home occupation as a Massage Office.
- Per the application, there will be no signs for the business and it will be one client and one therapist at a time.
- This matter went before the Planning Commission on June 9, 2020. The Planning Commission recommends approving the application as presented.

II. RECOMMENDED ACTION:

Staff recommends approving Ordinance 2020-09, allowing for a home occupation located at 2025 California Ave.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. 2025 W. California Ave.
2. Ord. 2020-09 Use on Review 2025 California Ave.



City of

Chickasha

117 North 4th Street
Chickasha, Oklahoma 73018

Community Development

PC 6-09-2020

CC 7-06-2020

STAFF REPORT

Applicant: Tressa Brandy Swanson

Requested Action: A use on review to allow a home occupation as a Massage Office.

Location: 2025 California Ave.

Legal Description: The East 70 feet of Lots 7 through 12, and the South 15 feet of the West 70 feet of Lot 12, in Block 17 in the UNIVERSITY HEIGHTS ADDITION to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

Analysis of the Application: Brandy Swanson would like to run a certified massage therapy office out of her home. There will be no signs advertising this business and it will be one therapist (herself) and one client at a time.



City of

Chickasha

117 North 4th Street
Chickasha, OK 73018

Community Development

CITY OF CHICKASHA
APPLICATION FOR USE ON REVIEW

DATE: 5/10/20

1. Applicant(s) Name: TRESSA (BRANDY) Swanson
Address: 2025 California Ave. Chickasha OK 73018
Phone: 405-274-3729
2. Legal Description of subject property: Residential Home
3. Address of subject property: 2025 California Ave. Chickasha OK 73018
4. Present zoning of subject property: Residential
5. Physical Characteristics of Subject Property:
Frontage on Street: 71 ft
Lot Depth: 169 ft
Drawing Attached: YES ☒ NO ☐
6. Proposed Use for the Property: Certified Massage Therapy
7. Public Utilities Which Serve the Property:
Street, Surface Material: PSO - Centerpoint energy (Asphalt)
City Water: ☒ YES ☐ NO, then list source of water
City Sanitary Sewer: ☒ YES ☐ NO, then list provider
8. Number of Off-Street Parking Spaces: 3
Surface Material of Parking Spaces: Concrete
9. Abstractors Certified Property Owners List Provided: ☒ YES ☐ NO
10. Owner of Record: Etta M. Steelman
Address: 1803 Oregon St. Chickasha OK Phone Number: 405-544-6378
11. \$142.50 Application Fee Paid: ☐ YES ☐ NO Receipt Number: _____

ALL INFORMATION ON THIS FORM MUST BE COMPLETED IN ORDER TO PROCESS YOUR REQUEST

Applicant(s) Signature: Trena B. Swanson Date: 5/10/20

117 North 4th Street, Chickasha, Oklahoma 73018 (405)222-6010 Fax No. (405)574-1015

E-mail: kay.perry@chickasha.org



City of

Chickasha

Community Development

117 North 4th Street

Chickasha, Oklahoma 73018 405 222-6010 fax: 405 574-1015 kay.perry@chickasha.org

To: Property Owners within 300 feet of 2025 California Ave.

Legal Description: The East 70 feet of Lots 7 through 12, and the South 15 feet of the West 70 feet of Lot 12, in Block 17 in the UNIVERSITY HEIGHTS ADDITION to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

From: Community Development

Date: May 21, 2020

Re: Applicant Tressa Brandy Swanson is requesting a use on review to allow a home occupation as a Massage Office.

Public hearings have been scheduled regarding this use on review to allow a home occupation within 300 feet of your property.

If you wish to voice your support or protest regarding the above application you should attend the Planning Commission meeting on **June 9, 2020 at 4:00 PM** in the City Council Chambers Rm. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma

and the **City Council** meeting on **July 6, 2020 at 6:30 PM** in the City Council Chambers Room. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma. Written comments, if received prior to the meetings, may be entered into the record.

If you have any questions regarding this matter, please contact me at 405-222-6010 or email me at kay.perry@chickasha.org

Sincerely

Community Development

ORDINANCE NO. 2020-09

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, APPROVING THE USE ON REVIEW FOR THE PURPOSE OF CONDUCTING A HOME OCCUPATION AS MASSAGE THERAPY AT 2025 CALIFORNIA AVE.; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, a use permitted on review was requested and the Planning Commission held a public hearing and voted unanimously to forward a recommendation for approval to the City Council;

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

SECTION 1. Massage Therapy approved use for the residential structure located at 2025 California Ave. The permitted use of the residential structure located at 2025 California Ave. for the purpose of a home occupation as massage therapy as per Chapter 54 Section 54-33(c)(11) of the Chickasha City Code is hereby approved.

SECTION 2. Severability. If any section, subsection, sentence, clause, phase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this ordinance.

SECTION 3. Effective Date. This Ordinance shall be in full force and effect 30 days from and after its passage, approval, and publication.

Adopted and approved this _____ day of _____, 2020.

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: Community Development

Agenda Item No. 6.d.

AGENDA ITEM: Public Hearing on a variance for the veneer Ordinance Section 54-74 of City Code for 302 N. 3rd Street.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Call for Public hearing on a variance request.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to approve a variance of the veneer ordinance Section 54-74 of City Code for 302 N. 3rd Street.

I. BACKGROUND/DESCRIPTION:

- Grady County Emergency Management is requesting a variance on the veneer ordinance Section 54-74 of City Code.
- GCEM received a grant to expand a metal building at 302 N. 3rd Street. The grant did not allow for a brick veneer.
- Once the building is completed, the GCEM will be adding a 6' chain-link fence securing the facilities. In phase 2, plastic strips will be added to the new fence totally obscuring the new and existing buildings from view.
- The variance request went before the Planning Commission on June 9, 2020. The Planning Commission recommends approving the variance request.

II. RECOMMENDED ACTION:

Staff recommends approving a variance of the veneer ordinance Section 54-74 of City Code for 302 N. 3rd Street.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT

Meeting Date: July 6, 2020	(From)	
--------------------------------------	--------	--

V. ATTACHMENTS:

1. 302 N. 3rd Street



City of
Chickasha
117 North 4th Street
Chickasha, Oklahoma 73018

Community Development

PC 6-09-2020

CC 7-06-2020

STAFF REPORT

Applicant: Dale Thompson, Director of the Grady County Emergency Management

Requested Action: A variance from the veneer ordinance Section 54-74 of City Code.

Location: 302 N. 3rd Street

Legal Description: Lots Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Twenty-eight (28) in the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

Analysis of the Application: The Grady County Emergency Management currently has an existing 30 X 60 metal building at this location and have received a grant to expand the building. The grant did not include a brick veneer.



City of

Chickasha

Community Development

117 North 4th Street

Chickasha, Oklahoma 73018 405 222-6010 fax: 405 574-1015 kay.perry@chickasha.org

To: Property Owners within 300 feet of 302 N. 3rd Street.

Applicant: The applicant Dale Thompson, Director of the Grady County Emergency Management is requesting a variance from the veneer ordinance Section 54-74.

Legal Description: Lots Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Twenty-eight (28) in the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

From: Community Development

Date: May 22, 2020

Public hearings have been scheduled regarding this use on review of a property within 300 feet of your property.

If you wish to voice your support or protest regarding the above application you should attend the **Planning Commission** meeting on **June 9, 2020 at 4:00 PM** in the City Council Chambers Rm. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma.

And the **City Council** meeting on **July 6, 2020 at 6:30 PM** in the City Council Chambers Rm. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma. Written comments, if received prior to the meeting, may be entered into the record.

If you have any questions regarding this matter, please contact me at 405-222-6010 or email me at kay.perry@chickasha.org



Office
405•222•2339

Grady County Office of Emergency Management

P.O. Box 339 • 315 W. Pennsylvania
Chickasha, Oklahoma 73023-0339
email : gradyema@gmail.com



Fax
405•222•2609

April 28, 2020

To whom it may concern,

Grady County Emergency Management is asking for a variance on a building expansion at our EM Warehouse located on 3rd street between Pennsylvania Ave and Illinois Ave. We currently have a 30x60 equipment and vehicle storage building at this location and received a grant to add an additional 30x 60 extension to the existing building so all vehicles and equipment can be housed in one building. Awe are asking the variance so we do not have to add a brick veneer to the new addition in phase one. After the building is completed, we will be adding a six-foot chain-link fence around the property including the Sheriff's office; totally securing both facilities. Phase two will allow us to add the plastic strips into the new fencing to help obscure the new and existing building from street view and providing security lighting and cameras. The cost for brick veneer was not figured into the grant cost of the building expansion. Should you have any questions please contact me at the above number and thanks you for your consideration on this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale Thompson", is written over a horizontal line.

Dale Thompson, Director, OCEM, PEM

Grady County EM

Cc: Board of Commissioners



Front View #1



West Side View (327 St.) #3

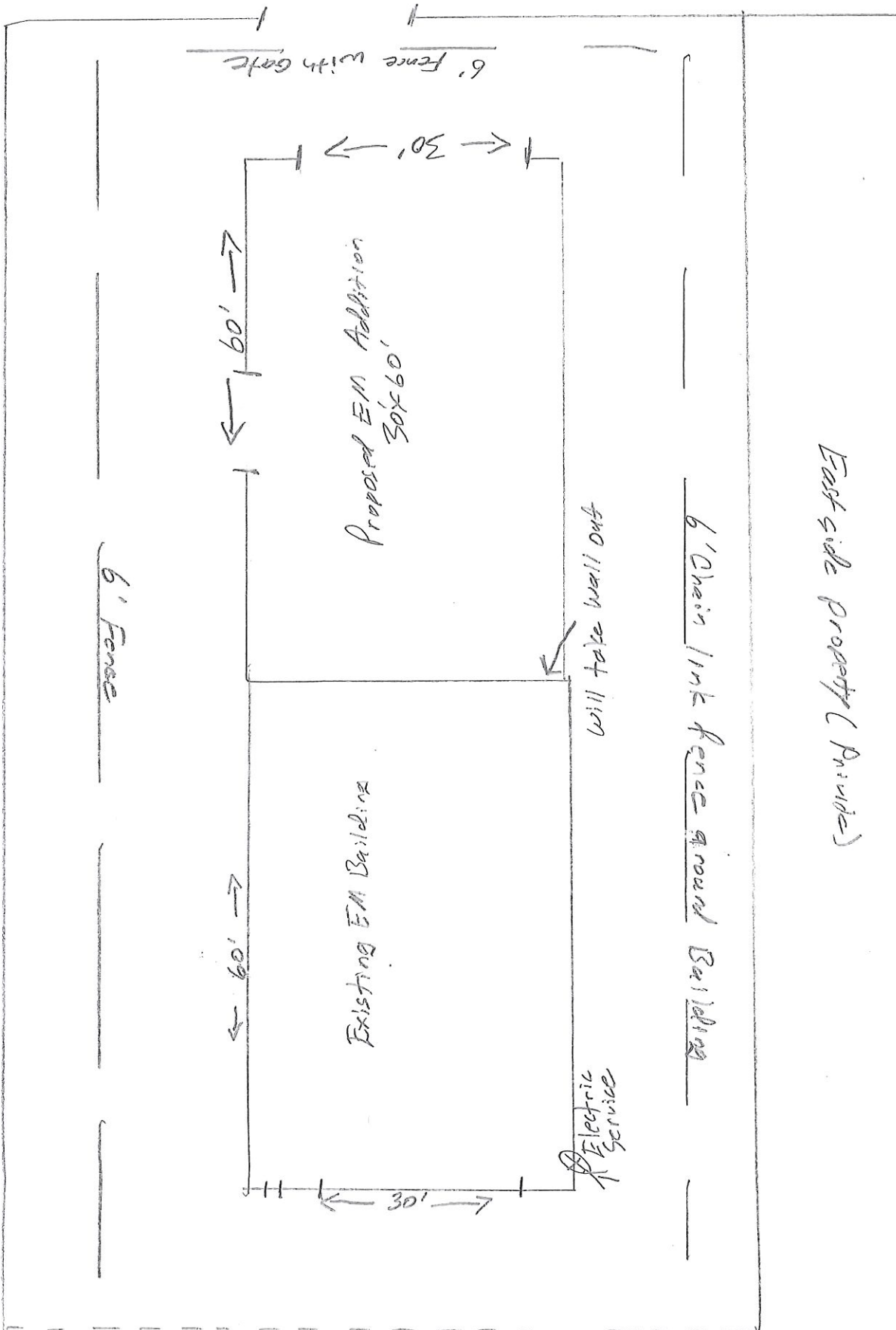


Rear View #4



East Side View #2

Illinois Ave.



East side Property (Private)

Alley Way



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 6.f.

AGENDA ITEM: Public Hearing on a rezoning request for the corner of S. Grand Ave. and Ada Sipuel from Commercial to PUD-Mixed Use.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Call for Public Hearing on a rezoning request for the corner of S. Grand Ave. and Ada Sipuel from Commercial to PUD-Mixed Use.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: Administration

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration and possible action to approve Ordinance 2020-10 rezoning the corner of S. Grand and Ada Sipuel from Commercial to PUD-Mixed Use.

I. BACKGROUND/DESCRIPTION:

- It's Our Turn, LLC and the CMA have applied for the rezoning of the above-referenced location from Commercial (C-2) to PUD-Mixed Use.
- The legal description of the property comprising the proposed PUD is approximately 21 acres located at S. Grand and Ada Sipuel.
- The property is currently undeveloped. There are planned common open spaces and natural resources tied to a 2.5-acre city-owned pond that will include walking trails and pocket parks.
- Within the boundary of this PUD the concept allows for a mixed-use development including multi-family residential, retail, office, and neighborhood commercial use.
- This rezoning request went before the Planning Commission on June 9, 2020. The Planning Commission recommended approving the rezoning request to PUD-Mixed Use.

II. RECOMMENDED ACTION:

Staff recommends approving the Ordinance 2020-10 rezoning the corner of S. Grand and Ada Sipuel from Commercial to PUD-Mixed Use.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
-----------------	------	---------	--------

John Noblitt, City Manager	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. Corner of S. Grand & Ada Sipuel (2)
2. Ord. 2020-10 Rezoning of corner of S. Grand & Ada Sipuel



City of

Chickasha

117 North 4th Street
Chickasha, Oklahoma 73018

Community Development

PC 6-09-2020

CC 7-06-2020

STAFF REPORT

Applicant: IOT, LLC & Chickasha Municipal Authority

Requested Action: The applicant is requesting a rezoning from commercial to a PUD mixed use

Location: The corner of S. Grand Ave. & Ada Sipuel.

Legal Description: A tract of land lying in the Southwest Quarter of the Southeast Quarter of Section 27, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma being more particularly described as follows: BEGINNING at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 27; THENCE North 00°04'31" East, along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1,332.19 feet to the northwest corner of said Southwest Quarter of the Southeast Quarter; THENCE South 89°56'42" East, along the north line of said Southwest Quarter of the Southeast Quarter, a distance of 853.17 feet to the northwest corner of Block 1, CHICKASHA BEST WESTERN PLUS, according to the plat recorded in Red Book 7, Page 24; THENCE South 00°06'09" West, along the west line of said Block 1, a distance of 466.70 feet to the southwest corner of said Block 1; THENCE South 89°05'42" East, along the south line of said Block 1, a distance of 31.13 feet; THENCE South 00°06'09" West, parallel with the east line of said Southwest Quarter of the Southeast Quarter, a distance of 400.00 feet; THENCE South 89°56'42" East, parallel with the north line of said Southwest Quarter of the Southeast Quarter, a distance of 435.60 feet to a point on the east line of said Southwest Quarter of the Southeast Quarter, THENCE South 00°46'09" West, along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 459.64 feet to the southeast corner of said Southwest Quarter of the Southeast Quarter THENCE South 89°48'03" West, along the south line of said Southwest Quarter of the Southeast Quarter, a distance of 1,319.28 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-South Zone) using a bearing of South 89°48'03" West on the south line of the Southeast Quarter of Section 27, Township 7 North, Range 7 West of the Indian Meridian.

Analysis of the Application: This area is currently being developed and this rezoning would fit into this development plan.



City of

Chickasha

Community Development

117 North 4th Street

Chickasha, Oklahoma 73018 405 222-6010 fax: 405 574-1015 kay.perry@chickasha.org

To: Property Owners within 300 feet of property located at the corner of S. Grand Ave. & Ada Sipel.

Applicant: IOT, LLC & Chickasha Municipal Authority

Item: Rezoning from commercial to PUD mixed use.

Legal Description: A tract of land lying in the Southwest Quarter of the Southeast Quarter of Section 27, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma being more particularly described as follows: BEGINNING at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 27; THENCE North 00°04'31" East, along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1,332.19 feet to the northwest corner of said Southwest Quarter of the Southeast Quarter; THENCE South 89°56'42" East, along the north line of said Southwest Quarter of the Southeast Quarter, a distance of 853.17 feet to the northwest corner of Block 1, CHICKASHA BEST WESTERN PLUS, according to the plat recorded in Red Book 7, Page 24; THENCE South 00°06'09" West, along the west line of said Block 1, a distance of 466.70 feet to the southwest corner of said Block 1; THENCE South 89°56'42" East, along the south line of said Block 1, a distance of 31.13 feet; THENCE South 00°06'09" West, parallel with the east line of said Southwest Quarter of the Southeast Quarter, a distance of 400.00 feet; THENCE South 89°56'42" East, parallel with the north line of said Southwest Quarter of the Southeast Quarter, a distance of 435.60 feet to a point on the east line of said Southwest Quarter of the Southeast Quarter, THENCE South 00°46'09" West, along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 459.64 feet to the southeast corner of said Southwest Quarter of the Southeast Quarter THENCE South 89°48'03" West, along the south line of said Southwest Quarter of the Southeast Quarter, a distance of 1,319.28 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-South Zone) using a bearing of South 89°48'03" West on the south line of the Southeast Quarter of Section 27, Township 7 North, Range 7 West of the Indian Meridian.

Date: May 20, 2020

Public hearings have been scheduled regarding this rezoning of a property within 300 feet of your property.

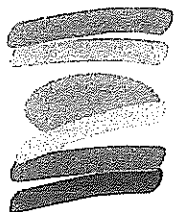
If you wish to voice your support or protest regarding the above application you should attend the Planning Commission meeting on **June 9, 2020 at 4:00 PM** in the City Council Chambers Rm. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma. Written comments, if received prior to the meeting, may be entered into the record

and the **City Council** meeting on **July 6, 2020 at 6:30 PM** in the City Council Chambers Room. 210 at City Hall, 117 North 4th Street, Chickasha, Oklahoma. Written comments, if received prior to the meeting, may be entered into the record.

If you have any questions regarding this matter, please contact me at 405-222-6010 or email me at kay.perry@chickasha.org

Sincerely,

Community Development Director



City of
Chickasha
Community Development

Received: _____
 Planning Commission Date: _____
 City Council Date: _____



APPLICATION FOR ZONING CHANGE

Applicant(s) Name: IOT, LLC - CJ See
 Address: 4400 S. Czech Hall Road Mustang OK 73064
 Phone: 405.830-1062
 Legal Description: see attached

 Address of subject property: property located at the corner of E Grand and Ada Sipuel
 Present zoning of subject property: commerical
 Proposed zoning of subject property: PUD - Mixed USE
 Physical Characteristics of subject property: undeveloped field
 Frontage on Street: approx 460' on Grand Blvd. and 1,052' on Ada Sipuel
 Lot Depth: varies
 Drawing Attached: X YES NO
 Proposed Use for the Property: PUD - Mixed USE
 Public Utilities Which Serve the property: water/sewer/electric/gas
 Street, Surface Material: pavement
 City Water: X YES NO, then list source of water _____
 City Sanitary Sewer: X YES NO, then list provider _____
 Number of Off-Street Parking Spaces: undeveloped
 Surface Material of Parking Spaces: NA
 Owner of Record: Chickasha Municipal Authority
 Address: 117 N 4th Street, Chickasha OK 73018 Phone Number: _____

ALL INFORMATION ON THIS FORM MUST BE COMPLETED IN ORDER TO PROCESS YOUR REQUEST

Applicant(s) Signature: Date: 2-24-2020

THE CITY OF CHICKASHA, OKLAHOMA

PLANNED UNIT DEVELOPMENT

RZ-XXX PUD Design Statement

March 11, 2020

**PUD
DESIGN STATEMENT**

FOR

GRAND DEVELOPMENT

(21+/- Acres on E. Grand Avenue)

A Mixed-Use Development Project

Developer/Owner: IOT, LLC

PREPARED BY:

Cedar Creek Consulting, Inc.
11912 N Pennsylvania Avenue, Suite D-4
Oklahoma City, Oklahoma 73120
Phone: 405.778.3385
E-mail: lmills@cedarcreekinc.com

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SPECIAL DEVELOPMENT REGULATIONS	8.0
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SPECIAL CONDITIONS	9.0
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PARKING REGULATIONS	9.7
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EXHIBITS

10.0

Exhibit A – Survey/Legal description
Exhibit B – Master Development Plan

SECTION 1.0

INTRODUCTION

The Planned Unit Development (PUD) GRAND DEVELOPMENT, consisting of approximately 21 acres is located within the SW 1/4 of the SE ¼ of Section 27, Township 7 N, Range 7W, of the Indian Meridian, Grady County, Oklahoma. The subject property is generally located at E. Grand Boulevard and E. Ada Sipuel Ave., Grady County, Chickasha, Oklahoma.

This PUD is intended to put forth the parameters for which GRAND DEVELOPEMENT may be developed. Through the use of this PUD, GRAND DEVELOPMENT may be developed and utilized in a far more creative manner than what would be possible under the current zoning and use restrictions.

SECTION 2.0

LEGAL DESCRIPTION

The legal description of the property comprising the proposed PUD of approximately 21 acres is described in Exhibit A (Survey), attached and is made a part of this Design Statement.

SECTION 3.0

OWNER/DEVELOPER

The current owner of this property is the Chickasha Municipal Authority and the Developer of this property described in Section 2.0 is It's Our Turn, LLC.

Address: IOT, LLC
4400 S. Czech Hall Road
Mustang, OK 73064

SECTION 4.0

SITE AND SURROUNDING AREA

The subject property is presently vacant and zoned C-2.

Surrounding properties are zoned and used for:

North: C-2 General Commercial
East: A-1 Agricultural
South: R-1 Single Family Residential & no zoning
West: R-1 Single Family Residential

SECTION 5.0

PHYSICAL CHARACTERISTICS

The property is currently undeveloped. A portion of the property is located within the 100-year floodplain. The site generally slopes from northeast to southwest, with a proposed regional detention facility planned in the southwest corner of the site that will regulate stormwater for this property and from the northeast adjacent property.

There are planned common open spaces and natural resource areas in this Planned Unit Development which can be tied to the 2.5 acre city owned pond that include dedicated space for a

city walking trails and pocket parks, which are shown on the Master Development Plan, see Exhibit B.

SECTION 6.0 CONCEPT

The overall concept for this PUD is mixed use of multifamily, office, and commercial/retail incorporating elements of unified open space, landscaping, setbacks, areas of building height restrictions, and architectural standards to minimize the negative impact of the development on adjacent properties both internally and external to the boundary of this PUD.

Within the boundary of this PUD the concept allows for the development of mixed-use development including multi-family residential, retail, office and neighborhood commercial use.

SECTION 6.1 DEVELOPMENT AND SUBDIVISION VARIATIONS

The following represents variations to The City of Chickasha Subdivision Regulations and base zoning districts or other sections of the City of Chickasha Zoning Ordinance proposed in this PUD:

- Cul-de-sac length requirements
- Building setback requirements

SECTION 7.0 SERVICE AVAILABILITY

SANITARY SEWER:

Sanitary sewer facilities for this property are available along the east ROW of Grand Blvd. Extension of the public line internal to the property will be required to serve this property.

WATER:

Water facilities for this property are available at the east and south property lines of the site. Extension of the public line internal to the property will be required for fire protection.

FIRE PROTECTIONS:

The nearest fire station to this property is located at 1700 Harly Day Drive in Chickasha.

GAS SERVICE, ELECTRICAL SERVICE, AND TELEPHONE SERVICE:

Proper coordination with the various utility companies will be made in conjunction with this development.

PUBLIC TRANSPORTATION

There are no bus stops planned within this Planned Unit Development.

STREETS

The nearest street to the South is Ada Sipuel Ave, approximately 1.22 acres will be dedicated via plat for ROW along Ada Sipuel Ave. The nearest street to the east is Grand Blvd., which has a right-of-way width of 80 feet. The site can easily be accessed from either of these two roads.

The Master Development plan proposes internal public streets within this Planned Unit Development that could be extended in the future to the west to allow a more direct access to the fair grounds and the downtown area. Approximately 3.39 acres will be dedicated via plat for internal roads and pedestrian access.

SECTION 8.0 SPECIAL DEVELOPMENT REGULATIONS

The property may be developed generally as depicted on the Master Development Plan Map submitted with this application. The exhibits attached hereto are incorporated herein by reference. The site plan shall have the flexibility to be modified as the project develops, in accordance with section 54-45(m) of the City's PUD ordinance.

SECTION 8.1 USE AND DEVELOPMENT REGULATIONS

The Planned Unit Development of GRAND DEVELOPMENT will be divided into 3 development Tracts and dedicated ROW. The areas of the tracts may change up to 15% as indicated on the Master Development Plan. See Exhibit B.

Lots may be platted/subdivided and there shall be no minimum lot size. A platted lot may be split administratively but is not permitted to include an adjacent common area/private driveway. The resulting lot is permitted to take access from the platted common area/private drive and to conform to the regulations within this PUD. A split lot is not required to have frontage on an approved street.

The following use and development regulations are provided for each tract as follows:

Area 1: Commercial
C-1 Local Commercial District
C-2 General Commercial District
C-3 Community Shopping Center
9.11 acres

All uses permitted in the C-1, C-2, and C-3 Commercial Districts including conditional, special permit, special exception and/or accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable. In addition to the listed permitted uses of C-1, C-2, and C-3, Storage yard for recreational vehicles and boats and office/warehouse facilities shall also be permitted. In the event of a conflict between the development restrictions of the listed districts, the least restrictive shall apply.

Building height shall be limited to up to 4.0 stories or 60 feet for the entire Tract 1.

The Building setbacks within this tract shall apply as follows:

- Per applicable city code

Area 2:
R-2 Two-Family Residential District

R-3 Multi-Family Residential District
R-4 Residential Office District
RMO Residential Multiple Ownership District

5.72 acres

All uses permitted in the R-2, R-3, R-4, and RMO Office District including conditional, special permit, special exception and/or accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable. In the event of a conflict between the development restrictions of the listed districts, the least restrictive shall apply.

Building height shall be limited to up to 3.5 or 45' for the entire Tract 2.

The Building setbacks within this tract shall apply as follows:

- 20' front yard setback
- 10' side yard setback
- 5' rear yard setback

*corner lots shall have only one front yard setback defined by the orientation of the building.

Area 3: **R-2 Two-Family Residential District**
 R-3 Multi-Family Residential District
 R-4 Residential Office District

7.63 acres

All residential uses permitted in the R-4, R-3 and R-2 Multiple Family District including conditional, special permit, special exception and/or accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable. In the event of a conflict between the development restrictions of the listed districts, the least restrictive shall apply.

Building height shall be limited to up to 4.0 or 60' for the entire Tract 3.

The Building setbacks within this tract shall apply as follows:

- 10' from dedicated street ROW
- 20' along southern property line

Drainage and Street Right of Way

The area shown as Pond on the site development plan is owned and maintained by the city. This pond will control stormwater runoff from the development.

The area shown as dedicated ROW on the site plan will be dedicated for City infrastructure to include but not limited to streets, sidewalks, pocket parks, and utilities.

The use and development regulations for each tract shall govern development of all uses in the PUD, except as herein modified within this Design Statement.

SECTION 9.0 SPECIAL CONDITIONS

The following special conditions shall be made a part of this PUD

SECTION 9.1 FACADE REGULATIONS

Materials shall be selected for suitability to the type of buildings and style in which the area is used, and for harmony with adjoining buildings. Building components and appurtenances, including doors, windows, canopies, and trim, shall maintain a harmonious proportion to each other and to the development and building as a whole. Mechanical equipment on roof, ground, or building shall be screened from public view at ground level with materials harmonious with the building, or located so as not to be visible from any public street or residential area. Miscellaneous structures and objects, excluding works of art such as outdoor sculptures adjacent to a building, shall be compatible with the architectural style of the development and main building in scale, materials and colors.

All exterior walls facing the street ROW shall be 40% brick and/or stone with options of possible combinations of stucco; architectural metal or wood panels for design details may be used.

ALL STRUCTURES, DESIGNS WILL BE SUBMITTED, REVIEWED AND APPROVED OR DISAPPROVED BY THE DEVELOPER, IOT, LLC.

SECTION 9.2 LANDSCAPING REGULATIONS

City landscaping code shall be applied to each tract.

SECTION 9.3 LIGHTING REGULATIONS

To minimize light spillover at the property line, outdoor lights within any development will be directed away from any adjacent residential properties. To accomplish this, lights can utilize shields, shades, or other appropriate methods of directing light beams.

Freestanding fixtures should be kept to the minimum height needed to provide adequate lighting. The height and design of the fixture should be such as to minimize their effect on adjoining properties. Freestanding and attached fixtures and exposed accessories should be harmonious with building design.

SECTION 9.4 DRAINAGE

The developer and the city are working together to improve drainage on the property. The proposed grading and drainage improvements are expected to reduce the flood plain area. Any changes within the current 100-year floodplain will require approval from the US Corps of Engineers and FEMA. A new dry detention pond is proposed in the SW corner of the site to serve the property to the east and the proposed development.

SECTION 9.5 DUMPSTER REGULATIONS

For all uses, except where individual trash collection is to be provided for multifamily use, refuse or trash collection areas shall be provided at the rear of each structure, or positioned in or near common parking lot or a driveway. Each such area shall be completely screened from view on four sides, including metal/steel gate, with solid fencing and/or landscaping, which complements the design of the main structures, to a height of six feet and shall include a concrete pad.

SECTION 9.6 ACCESS REGULATIONS

Proposed Access points and roads are illustrated on the Master Development Plan. See Exhibit B

SECTION 9.7 PARKING REGULATIONS

Compatible uses may share parking in order to decrease excessive overflow parking spaces with the property. Development Tract 1 and any commercial uses within Tract 2 shall be in accordance with City of Chickasha Municipal Code, or provide one parking spot per every 300 square feet of floor space in the building, whichever is less, except to the extent that the aforementioned uses shall be allowed to have shared parking with nearby compatible uses.

SECTION 9.8 SIGNAGE REGULATIONS

Signage for any commercial component of this development shall comply with Section 54-228 of the City of Chickasha Municipal Code, unless amended herein. Signage for the rest of the development shall comply with the applicable provisions of Sections 54-226 and Section 54-227, except as amended herein. In the event of a conflict between in the city ordinances, the least restrictive shall apply.

Developer shall be entitled to multitenant signage at the entry points to the property in order to display the name of the development and advertise users within the property.

There shall be no non-accessory signs otherwise known as billboard signs anywhere within this PUD.

A sign that contains the name of any business and/or multi-family development located within this PUD is deemed accessory, even if the sign is not placed on the parcel where the business and/or multifamily development is located, as long as the business and/or multi-family development and the sign are located within this PUD.

The base zoning district regulations and use by tract shall regulate the size, location, and number of signs allowed.

SECTION 9.9 SIDEWALK REGULATIONS

A pedestrian system shall be organized and shown in the PUD Master Plan to provide adequate and continuous safe pedestrian circulation within the development by defining walkways and distinguishing areas of foot traffic from vehicular movements.

Interior pedestrian pathways and bikeways are proposed in this Planned Unit Development and shall connect residential tracts to adjacent Common Areas and shall be shown on the Master Development Plan.

SECTION 10.0 EXHIBITS

The following exhibits are hereby attached and incorporated into this PUD.

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B MASTER DEVELOPMENT PLAN

NOT TO SCALE

E. ADA SPUUEL AVENUE

S.E. CORNER, S.W. QUARTER, S.E. QUARTER
SECTION 27, T. 7 N., R. 7 W., I.M.

N 00°04'31" E

492.81'

346.28'
N 00°05'41" E

360.00'
S 89°51'54" E

145.34'
N 00°06'22" E

264.64

1319.28

SOUTH LINE, S.W. QUARTER, S.E. QUARTER,
SECTION 27, T. 7 N., R. 7 W., I.M.

1054.64

S 00°06'09" W
459.64'

E. GRAND AVENUE

P.O.B.

839.38'

WEST LINE, S.W. QUARTER, S.E. QUARTER
SECTION 27, T. 7 N., R. 7 W., I.M.

N 89°53'51
624.83

PART OF THE
SW 1/4 SE 1/4

S.W. CORNER
BLOCK 1

S 00°06'09" W
400.00'

S 89°56'42"
435.60'

EAST LINE, S.W. QUARTER, S.E. QUARTER
SECTION 27, T. 7 N., R. 7 W., I.M.

N.W. CORNER
S.W. QUARTER, S.E. QUARTER
SECTION 27
T. 7 N., R. 7 W., I.M.

S 89°56'42" E

NORTH LINE, S.W. QUARTER, S.E. QUARTER
SECTION 27, T. 7 N., R. 7 W., 1.M.

N.W.
CORNER
BLOCK 1

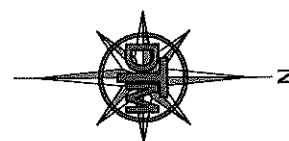
S 00°06'09" W

466.70'

10

OT

466.70
BLOCK 1
CHICKASHA BEST WESTERN PLUS
RED BOOK 7, PAGE 24
LOT 2
LOT 1



DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 38th Street
Oklahoma City, OK 73105

Phone: 405-601-7402
Fax: 405-601-7421

email: randym@dtm-ok.com

Surveying - Engineering - Earthwork

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2020

A tract of land lying in the Southwest Quarter of the Southeast Quarter of Section 27, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 27;

THENCE North 00°04'31" East, along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 492.81 feet to the POINT OF BEGINNING;

THENCE continuing North 00°04'31" East, along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 839.38 feet to the northwest corner of said Southwest Quarter of the Southeast Quarter;

THENCE South 89°56'42" East, along the north line of said Southwest Quarter of the Southeast Quarter, a distance of 853.17 feet to the northwest corner of Block 1, CHICKASHA BEST WESTERN PLUS, according to the plat recorded in Red Book 7, Page 24;

THENCE South 00°06'09" West, along the west line of said Block 1, a distance of 466.70 feet to the southwest corner of said Block 1;

THENCE South 89°56'42" East, along the south line of said Block 1, a distance of 31.13 feet;

THENCE South 00°06'09" West, parallel with the east line of said Southwest Quarter of the Southeast Quarter, a distance of 400.00 feet;

THENCE South 89°56'42" East, parallel with the north line of said Southwest Quarter of the Southeast Quarter, a distance of 435.60 feet to a point on the east line of said Southwest Quarter of the Southeast Quarter;

THENCE South 00°06'09" West, along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 459.64 feet to the southeast corner of said Southwest Quarter of the Southeast Quarter;

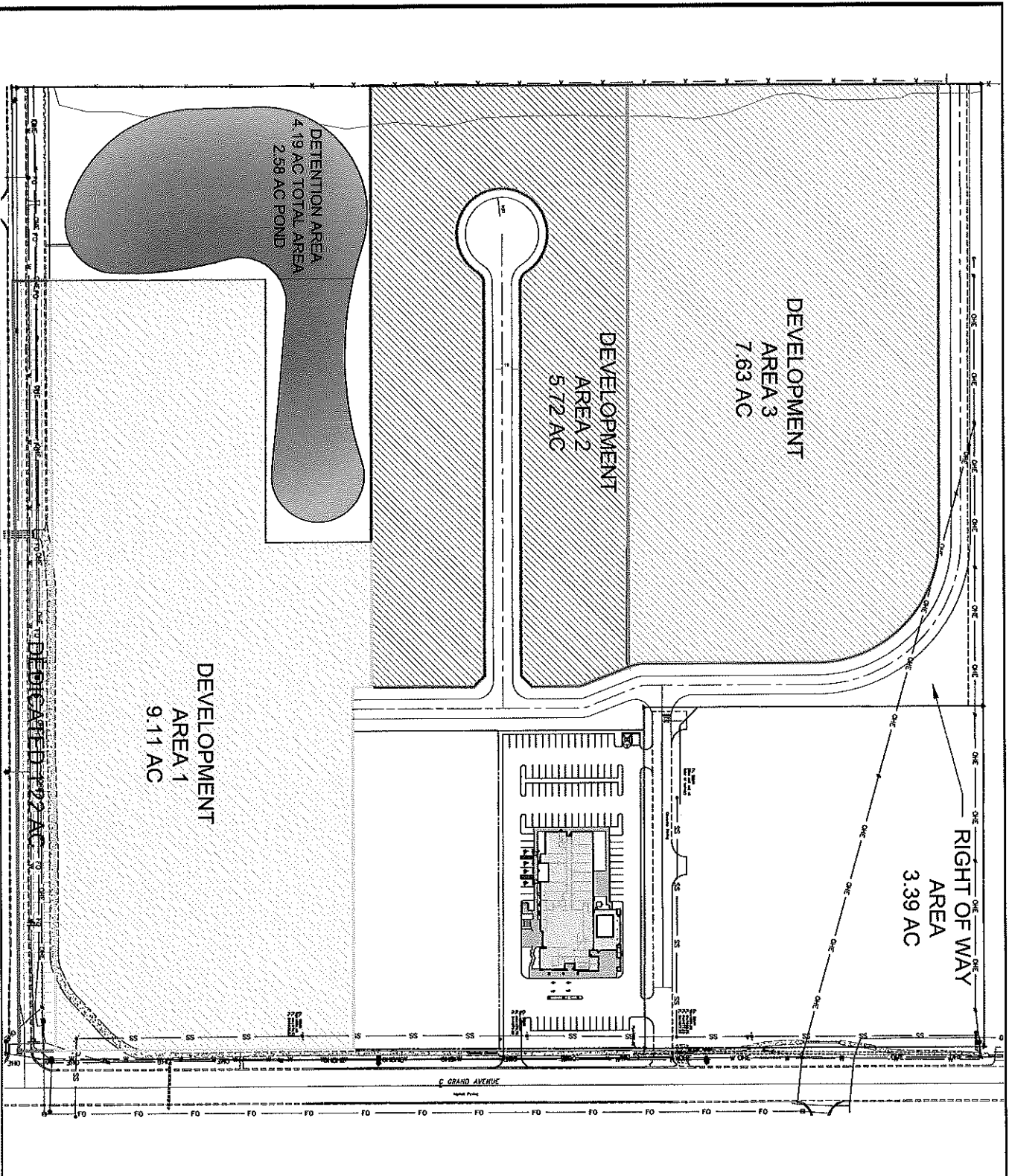
THENCE South 89°48'03" West, along the south line of said Southwest Quarter of the Southeast Quarter, a distance of 1054.64 feet;

THENCE North 00°05'41" East a distance of 346.28 feet;

THENCE South 89°51'54" East a distance of 360.00 feet;

THENCE North 00°06'22" East a distance of 145.34 feet;

THENCE North 89°53'51" West a distance of 624.83 feet to the POINT OF



GRAND DEVELOPMENT CHICKASHA, OK

MASTER DEVELOPMENT PLAN

DRAWING PREPARED MARCH 11, 2020



ORDINANCE NO. 2020-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE ZONING MAP AND ORDINANCES AT PROPERTY LOCATED AT THE CORNER OF S. GRAND AVE. AND ADA SIPEL BY CHANGING THE ZONING DISTRICT FROM GENERAL COMMERCIAL C-2 DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD)- MIXED USE DISTRICT.

WHEREAS, a rezoning was requested, and the Planning Commission held a public hearing and voted unanimously to forward a recommendation for approval to the City Council;

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

SECTION 1. That the zoning map and ordinances of Chickasha, Grady County, State of Oklahoma, be changed from General Commercial C-2 to PUD Mixed Use covering the hereinafter described property:

Legal Description:

A tract of land lying in the Southwest Quarter of the Southeast Quarter of Section 27, Township 7 North, Range 7 West of the Indian Meridian, Grady County, Oklahoma being more particularly described as follows: BEGINNING at the southwest corner of the Southwest Quarter of the Southeast Quarter of said Section 27; THENCE North 00°04'31" East, along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1,332.19 feet to the northwest corner of said Southwest Quarter of the Southeast Quarter; THENCE South 89°56'42" East, along the north line of said Southwest Quarter of the Southeast Quarter, a distance of 853.17 feet to the northwest corner of Block 1, CHICKASHA BEST WESTERN PLUS, according to the plat recorded in Red Book 7, Page 24; THENCE South 00°06'09" West, along the west line of said Block 1, a distance of 466.70 feet to the southwest corner of said Block 1; THENCE South 89°56'42" East, along the south line of said Block 1, a distance of 31.13 feet; THENCE South 00°06'09" West, parallel with the east line of said Southwest Quarter of the Southeast Quarter, a distance of 400.00 feet; THENCE South 89°56'42" East, parallel with the north line of said Southwest Quarter of the Southeast Quarter, a distance of 435.60 feet to a point on the east line of said Southwest Quarter of the Southeast Quarter, THENCE South 00°46'09" West, along the east line of said Southwest Quarter of the Southeast Quarter, a distance of 459.64 feet to the southeast corner of said Southwest Quarter of the Southeast Quarter THENCE South 89°48'03" West, along the south line of said Southwest Quarter of the Southeast Quarter, a distance of 1,319.28 feet to the POINT OF BEGINNING.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-South Zone) using a bearing of South 89°48'03" West on the south line of the Southeast Quarter of Section 27, Township 7 North, Range 7 West of the Indian Meridian.

SECTION 2. **Severability.** If any section, subsection, sentence, clause, phase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the remaining portions of this ordinance.

SECTION 3. **Effective Date.** This Ordinance shall be in full force and effect 30 days from and after its passage, approval, and publication.

Adopted and approved this 6 day of July 2020

Chris Mosley, Mayor

ATTESTED:

Susan M. McDaniel, City Clerk
(SEAL)



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: Police Department

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration and possible action to award bid COC-2003.

I. BACKGROUND/DESCRIPTION:

The Police Department advertised at City Hall; through the Chickasha News, and an approved website for online bids from February 7 to March 6, 2020. No bids were received.

II. RECOMMENDED ACTION:

Close out bid COC-2003 with no award due to having not received bids for the project.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. Bid packet with newspaper ad

Request for Proposal – COC 2003
Police Department Special Response
Team headsets compatible with Motorola APX4000 handheld radios,
Including necessary related hardware

Advertise Date: **February 15, 2020**

Advertise Date: **February 22, 2020**

The City of Chickasha, Oklahoma, is accepting sealed proposals for the outfitting of the Police Department Special Response Team members with headsets compatible with Motorola APX4000 handheld radios, including radio adaptors, microphones, and all necessary related hardware.

The bid consists of obtaining headsets, radio connectors, and microphones that are commonly used tactical police operations.

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

Sealed proposals shall be addressed to City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, Oklahoma 73018, and shall be labeled "**RFP-COC-2003, DO NOT OPEN**" and "PD Special Response Team Headsets." Proposals shall be submitted no later than **1:30 p.m.**, local time on **March 6, 2020**. 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 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 Chief Kathryn Rowell, at kathryn.rowell@chickashapd.org or call 405.544-6511. Bidding Documents also may be examined at: City of Chickasha Website <http://www.chickasha.org/Bids.aspx>

Upon consideration of the proposal, 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.

John Noblitt
John Noblitt, City Manager

CERTIFICATION

I certify that the above "Request for Proposal" was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the 7th day of February, 2020

Susan McDaniel, 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: 01/02/2020		BID NO: COC-2003		TITLE: Police Special Response Team Radio Headsets	
NO BIDS WILL BE ACCEPTED AFTER:				CONTRACT PERIOD	
VENDORS NAME:				REASON FOR NO BID:	
MAILING ADDRESS:					
CITY:		STATE:	ZIP:	TERMS:	
AREA CODE:	TELEPHONE NO.	FAX NO.		DELIVERY:	
E-MAIL ADDRESS				FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.	

NON-COLLUSION AFFIDAVIT

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

STATE OF _____, COUNTY OF _____,

_____ of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

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

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

Bidder _____

Notary _____

My Commission Expires: _____

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

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

STATE OF _____, COUNTY OF _____,

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

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

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

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

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

Bidder _____

Notary _____

My Commission Expires: _____

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. **NOTE:** Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

PURPOSE & SCOPE

The purpose of this document is to provide the City of Chickasha with individual headsets, with microphones, for each Special Response Team member. The headsets will include any adaptors necessary to work with Motorola APX4000 handheld radios, including costs for any repairs which may be necessary and warranties.

Bids are solicited pursuant to the Public Competitive Bidding Act of 1974 as amended (Title 61, O.S. 1981, Sections 101-136 et seq.)

This bid is to be a unit price for an undetermined quantity with the bid price to be held for a (1) one-year period of time.

Minimum Order – 1

Shipping – Pricing for wiring, hardware, other necessary items to complete an installation or repair will include any shipping cost and labor.

Warranty – Vendor will replace or repair any item under any manufacturer warranty or if no manufacturer warranty, then for a period of 90 days after installation or repair is complete.

The contract person for this bid is Chief Kathryn Rowell; you may reach her at (405) 544-6511.

SECTION "A" Tactical Operator Headset

The equipment specified in the bid packet is the preferred items to be used. Substitutions will be used only upon prior approval of the Chief of Police or her designee.

	Tactical Operator Headset		
Quantity	Description	Price	Extended
1	In the ear, dual microphone		
	Hear-thru Technology		
	Extended Sound Localization		
	Fixed Cable		
	On Radio Down Lead – Single Lead Interchangeable Radio Connection		
	Power and Hear-Thru Volume Control		
	Capacity to Support One Radio or One Radio and a Smartphone		
1	Motorola APX4000 Adaptor		
1	Shipping and Handling		
1	Warranty		

Vendor may fill out above price sheets or submit their own price sheet

DATE: _____

FIRM NAME: _____

SIGNATURE: _____

BY: _____

TITLE: _____

E-MAIL ADDRESS _____

Kathryn Rowell

From: Stephanie Baker <Chickashalegal@Chickashanews.com>
Sent: Friday, February 7, 2020 1:21 PM
To: Kathryn Rowell
Subject: Re: RFP Ad

Ok I can do that, I will get it set up and send you a proof.
Thank you, Joshua (filling in for Stephanie while she is out.)

Thank you,

Stephanie Baker
Accounting / Legals Clerk
The Express-Star
P.O. Drawer E
411 W. Chickasha Ave.
Chickasha, OK 73023
Phone: (405) 224-2600
Fax: (405) 224-7087
chickashalegal@chickashanews.com

On Feb 7, 2020, at 1:15 PM, Kathryn Rowell wrote:

Good afternoon,

The 16th and 23rd works fine.

Please bill to:

K.D. Rowell
Chief of Police
117 N. 4th St.
Chickasha, OK 73018

Thank you,

K.D. Rowell
Chief of Police
Chickasha Police Department
2001 W. Iowa Ave.
Chickasha, OK 73018
405-222-6063 (office)

From: Stephanie Baker <Chickashalegal@Chickashanews.com>
Sent: Friday, February 7, 2020 1:12 PM
To: Kathryn Rowell <kathryn.rowell@chickashapd.org>
Subject: Re: RFP Ad

Hello,

I need to know if I am suppose to put this on the account of Susan McDaniel, which is also the City of Chickasha City Managers Office? If not will you tell me who to bill this under? Also, you wanting this in the paper twice? You have the 15th and the 22nd but those are saturday dates. I can do the 16th and 23rd if you are wanting those weekends.

Please let me know as soon as possible.

Thank you, Joshua (filling in for Stephanie while she is out.)

Thank you,

Stephanie Baker
Accounting / Legals Clerk
The Express-Star
P.O. Drawer E
411 W. Chickasha Ave.
Chickasha, OK 73023
Phone: (405) 224-2600
Fax: (405) 224-7087
chickashalegal@chickashanews.com

On Feb 7, 2020, at 11:35 AM, Kathryn Rowell wrote:

Good morning,

I was informed that I need to submit this to the legal department for Chickasha News so I can have it properly published/provide notification to the public. I would appreciate an invoice for the cost associated with doing so.

Thank you,

K.D. Rowell
Chief of Police
Chickasha Police Department
2001 W. Iowa Ave.
Chickasha, OK 73018
405-222-6063 (office)

<Request for Proposal Media Version.docx>

Request for Proposal – COC 2003
Police Department Special Response
Team headsets compatible with Motorola APX4000 handheld radios,
Including necessary related hardware

Advertise Date: **February 15, 2020**

Advertise Date: **February 22, 2020**

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The bid consists of obtaining headsets, radio connectors, and microphones that are commonly used tactical police operations.

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The Issuing Office for the Bidding Documents is: City of Chickasha. Technical questions should be emailed to Chief Kathryn Rowell, at kathryn.rowell@chickashapd.org or call 405.544-6511. Bidding Documents also may be examined at: City of Chickasha Website <http://www.chickasha.org/Bids.aspx>

Upon consideration of the proposal, 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.

John Noblitt

John Noblitt, 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 7th __day of February, 2020.

Susan McDaniel, City Clerk

Legal Publication
(Published in The
Express-Star on February
16th and 23rd, 2020)

**Request for Proposal –
COC 2003 Police Depart-
ment Special Response
Team headsets compati-
ble with Motorola**

**APX4000 handheld ra-
dios, including necessary
related hardware**

The City of Chickasha, Oklahoma, is accepting sealed proposals for the outfitting of the Police Department Special Response Team members with headsets compatible with Motorola APX4000 handheld radios, including radio adaptors, microphones, and all necessary related hardware.

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The Issuing Office for the Bidding Documents is: City of Chickasha. Technical questions should be emailed to Chief Kathryn Rowell, at kathryn.rowell@chickashapd.org or call 405.544-6511. Bidding Documents also may be examined at: City of Chickasha Website <http://www.chickasha.org/Bidding>

us.aspx

Upon consideration of the proposal, 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.

John Noblitt

John Noblitt, City Manager

CERTIFICATION

I certify that the above "Request for Proposal" was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the 7th day of February, 2020.

Susan McDaniel, City Clerk



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration, and possible action to approve an economic development agreement between the City of Chickasha and Viridian Coffee, LLC.

I. BACKGROUND/DESCRIPTION:

- Council previously approved this incentive on October 21, 2019. Due to delays in securing a location, Viridian was unable to begin construction within the timeframe set forth in the prior agreement and no payments were requested or made.
- Viridian Coffee, LLC is locating a retail coffee shop in the municipal boundaries of the City.
- The City agrees to pay Developer incentives in the form of reimbursements in an amount not to exceed \$85,000.00 for reasonable costs incurred in the finish out of the retail coffee shop.
- Payments will be made upon the validation of qualified receipts submitted to the City.
- The developer agrees to complete the project and open the business within 12 months of this agreement.

II. RECOMMENDED ACTION:

Staff recommends approving the economic development agreement between the City of Chickasha and Viridian Coffee, LLC in an amount not to exceed \$85,000.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From) 26-26-6500-006		\$85,000

V. ATTACHMENTS:

1. 2020 Viridian Incentive Agreement
2. Economic Agreement 10-21-2019 Viridian-Council Item

ECONOMIC INCENTIVE AGREEMENT

This Economic Incentive Agreement ("the Agreement") is entered into this ____ day of _____, 2020 by and between City of Chickasha, a Municipal Corporation ("City") and Viridian Coffee, LLC, an Oklahoma Liability Company (hereinafter referred to as "Developer").

WHEREAS, it is the desire of the City of Chickasha to encourage employers to create industry in the City of Chickasha by providing economic incentives; and

WHEREAS, it is the desire of Developer to create industry in the City of Chickasha and to take advantage of offered incentives;

NOW THEREFORE, the parties covenant and agree as follows:

1. City agrees to pay to Developer incentives in the form of reimbursements in an amount not to exceed the total amount of eighty-five thousand and 00/100 Dollars (\$85,000.00) for reasonable costs incurred in the finish out of a retail coffee shop to be located within the municipal boundaries of the City ("the Project"). Incentive reimbursements will be paid according to the following schedule.
 - a. Developer may submit detailed monthly receipts for qualified Project expenses including:
 - i. mechanical fixtures, supplies and equipment;
 - ii. electrical fixtures, supplies, and equipment;
 - iii. plumbing fixtures, supplies, and equipment;
 - iv. paint and painting supplies;
 - v. countertops, fixtures, and kitchen equipment; and
 - vi. other construction materials.
 - b. City will reimburse Developer one dollar for each qualifying dollar spent on the Project within thirty (30) days of the City's validation of qualified receipts submitted to City. The receipts shall contain sufficient detail that City can verify by inspecting the Project that the materials covered by the receipts have in fact been incorporated into the Project.
 - c. No Project receipts will be accepted, processed or reimbursed after six (6) months from date of the execution of this Agreement.
 - d. Developer agrees that if Developer fails to complete the Project and open the business to the public within twelve (12) months of the date of this Agreement, Developer will reimburse City 100% of funds distributed to Developer pursuant to this Agreement.
2. This Agreement shall be effective from and after the date of the execution of this incentive agreement by both parties.

3. Any notice to be given hereunder will be deemed to be given three (3) days after being deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as stated below, or on the day of its personal delivery to the office of the respective party set forth below; and if faxed or delivered by overnight courier, such notice will be deemed to be given on the business day immediately following the day on which it was telecopied or deposited with the courier.

Any notice to Developer shall be sent to:

Viridian Coffee, LLC.
1410 W. Main
Duncan, OK 73533
Attention: Shay Hayes
Telephone: 405-795-0773

Any notice to City shall be sent to:

City of Chickasha
117 N. 4th Street
Chickasha, OK 73018
Attention: City Manager
Telephone: (405) 222-6045
Facsimile: (405) 222-6004

Either party may at any time designate any other address for notices by giving written notice thereof to the other party.

4. Both parties agree there are no representations, understandings, stipulations, agreements or promises pertaining to this Agreement which are not incorporated herein. This Agreement will not be altered, waived, amended or extended, except by a written agreement signed by Developer and City.

5. The provisions of this Agreement will be binding on and inure to the benefit of Developer and City and their respective successors and permitted assigns.

6. This Agreement will be construed and enforced according to the Laws of the State of Oklahoma. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of Oklahoma and venue in Grady County, Oklahoma.

7. Developer shall have the right to assign its rights under this Agreement only to an entity wholly owned and controlled by Developer. Developer shall have no right to assign its rights under this Agreement to any other person or entity without the express written consent of City.

City of Chickasha

Viridian Coffee, LLC

By:

By:

Chris Mosley, Mayor

Shay Hayes, Manager

ATTEST:

Susan McDaniel, City Clerk

ECONOMIC INCENTIVE AGREEMENT

This Economic Incentive Agreement ("the Agreement") is entered into this 21st day of October, 2019 by and between City of Chickasha, a Municipal Corporation ("City") and Viridian Coffee, LLC, an Oklahoma Liability Company (hereinafter referred to as "Developer").

WHEREAS, it is the desire of the City of Chickasha to encourage employers to create industry in the City of Chickasha by providing economic incentives; and

WHEREAS, it is the desire of Developer to create industry in the City of Chickasha and to take advantage of offered incentives;

NOW THEREFORE, the parties covenant and agree as follows:

1. City agrees to pay to Developer incentives in the form of reimbursements in an amount not to exceed the total amount of eighty-five thousand and 00/100 Dollars (\$85,000.00) for reasonable costs incurred in the finish out of a retail coffee shop to be located within the municipal boundaries of the City ("the Project"). Incentive reimbursements will be paid according to the following schedule.

- a. Developer may submit detailed monthly receipts for qualified Project expenses including:
 - i. mechanical fixtures, supplies and equipment;
 - ii. electrical fixtures, supplies, and equipment;
 - iii. plumbing fixtures, supplies, and equipment;
 - iv. paint and painting supplies;
 - v. countertops, fixtures, and kitchen equipment; and
 - vi. other construction materials.
- b. City will reimburse Developer one dollar for each qualifying dollar spent on the Project within thirty (30) days of the City's validation of qualified receipts submitted to City. The receipts shall contain sufficient detail that City can verify by inspecting the Project that the materials covered by the receipts have in fact been incorporated into the Project.
- c. No Project receipts will be accepted, processed or reimbursed after six (6) months from date of the execution of this Agreement.
- d. Developer agrees that if Developer fails to complete the Project and open the business to the public within twelve (12) months of the date of this Agreement, Developer will reimburse City 100% of funds distributed to Developer pursuant to this Agreement.

2. This Agreement shall be effective from and after the date of the execution of this incentive agreement by both parties.

3. Any notice to be given hereunder will be deemed to be given three (3) days after being deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as stated below, or on the day of its personal delivery to the office of the respective party set forth below; and if faxed or delivered by overnight courier, such notice will be deemed to be given on the business day immediately following the day on which it was telecopied or deposited with the courier.

Any notice to Developer shall be sent to:

Viridian Coffee, LLC.
1410 W. Main
Duncan, OK 73533
Attention: Shay Hayes
Telephone: 405-795-0773

Any notice to City shall be sent to:

City of Chickasha
117 N. 4th Street
Chickasha, OK 73018
Attention: City Manager
Telephone: (405) 222-6045
Facsimile: (405) 222-6004

Either party may at any time designate any other address for notices by giving written notice thereof to the other party.

4. Both parties agree there are no representations, understandings, stipulations, agreements or promises pertaining to this Agreement which are not incorporated herein. This Agreement will not be altered, waived, amended or extended, except by a written agreement signed by Developer and City.

5. The provisions of this Agreement will be binding on and inure to the benefit of Developer and City and their respective successors and permitted assigns.

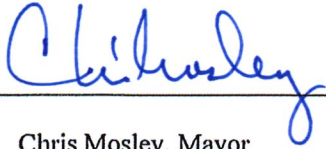
6. This Agreement will be construed and enforced according to the Laws of the State of Oklahoma. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of Oklahoma and venue in Grady County, Oklahoma.

7. Developer shall have the right to assign its rights under this Agreement only to an entity wholly owned and controlled by Developer. Developer shall have no right to assign its rights under this Agreement to any other person or entity without the express written consent of City.

City of Chickasha

Viridian Coffee, LLC

By:

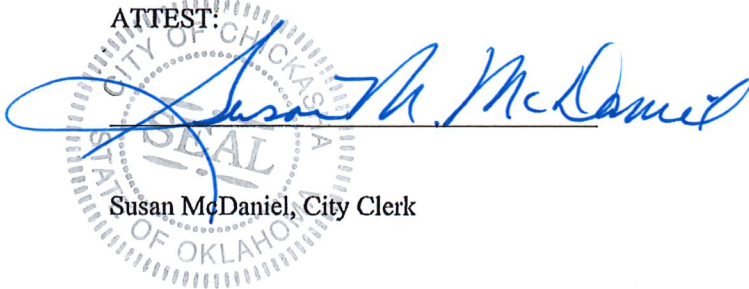


Chris Mosley, Mayor

By:

Shay Hayes, Manager

ATTEST:



Susan McDaniel, City Clerk



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration and possible action to approve economic development agreement between the City of Chickasha and Viridian Coffee, LLC.

I. BACKGROUND/DESCRIPTION:

- Viridian Coffee, LLC is locating a retail coffee shop in the municipal boundaries of the City.
- The City agrees to pay Developer incentives in the form reimbursements in an amount not to exceed \$85,000.00 for reasonable costs incurred in the finish out of the retail coffee shop.
- Payments will be made upon the validation of qualified receipts submitted to the City.
- Developer agrees to complete the project and open the business within 12 months of this agreement.

II. RECOMMENDED ACTION:

Staff recommends approval of the incentive agreement between the City of Chickasha and Viridian Coffee, LLC as presented; and further authorizing City Manager to amend budget to reflect project.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From) 26-26-6500-006		

V. ATTACHMENTS:

1. Viridian Incentive Agreement



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration and possible action to approve listing agreements with Coldwell Banker Select for Apache Cove lots, 1, 2, 3, 4, 5, and 9.

I. BACKGROUND/DESCRIPTION:

- The listing agreement allows John Pellow of Coldwell Banker Select to act as the realtor for inquiries, offers, and or sale of the remaining Apache Cove lots.
- The agreement allows for a 6% commission of total sale price to the realtor.
- John Pellow of Coldwell Banker Select is currently the agent handling the sale of Lot 32.

II. RECOMMENDED ACTION:

Staff recommends approving the listing agreements with Coldwell Banker Select for the remaining Apache Cove lots and authorize execution by City Manager.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. Residential Listing Agreement (Lot 1, Apache Coves)
2. Residential Listing Agreement (Lot 2, Apache Coves)
3. Residential Listing Agreement (Lot 4, Apache Coves)
4. Residential Listing Agreement (Lot 5, Apache Coves)
5. Residential Listing Agreement (Lot 9, Apache Coves)
6. Residential Listing Agreement (Lot 3, Apache Coves)COC

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

This is a legally binding contract; if not understood seek advice from an attorney.

In consideration of the services to be rendered by the undersigned REALTOR®, the undersigned ("Seller") hereby exclusively lists with REALTOR® the Property described as:

Property Address Lot 1 E 332 Loop, Jay, OK 74346

Legal Description APACHE COVE SUBDIVISION AMENDED LOT 1 1710-561+

_____ together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in the Property Data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to REALTOR® the exclusive right to sell the Property, within the term of this listing, at a price of \$ \$55,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing REALTOR® as exclusive REALTOR®, Seller agrees to work through REALTOR® for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by REALTOR® as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.
2. This agreement begins on 06/18/2020, and terminates (except for the provisions of Paragraph 3) at midnight on 06/30/2021.
3. Seller agrees to pay a commission equal to the greater of 6% % (0% if left blank) of the total sale price of the Property plus \$ N/A (\$0 if left blank);
OR
\$ N/A (\$0 if left blank) as and for the compensation of REALTOR®, in any of the following events:
 - a. The sale or exchange of the Property during the term of this Agreement, whether procured by REALTOR®, Seller, or a third person.
 - b. The sale or exchange of the Property within 90 days after the termination of this Agreement, if with any one to whom REALTOR® has shown the Property, or with whom the REALTOR® has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate broker.
 - c. If REALTOR® procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Seller.
 - d. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within 90 days thereafter.
4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:
 - a. Unless the Contract provides otherwise, REALTOR® shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in REALTOR®'s trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing such funds;
 - b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owner's Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing merchantable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Certificate" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";

- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
 - d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;
 - e. If Property is single family, condominium or multi-family, to pay such closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
 - f. If Property is single family, condominium or multi-family and if the Contract, lender or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed any amount agreed to by Seller in the contract of sale.
 - g. If the Property is a VA-financed transaction, Seller shall pay cost of a HUD-approved infestation report by a licensed exterminating company.
5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:
- a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect** concerning the Property, the **Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
 - c. REALTOR® shall disclose to a potential purchaser any defects in the Property actually known to the REALTOR® which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
6. In accordance with the HUD/EPA Lead-Based Paint Regulations, **if the Property was built before 1978:**
- a. Seller shall complete a **Disclosure and Acknowledgment of Lead-Based Paint**.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential **Buyers or their Brokers along with a copy of the pamphlet *Protect Your Family from Lead in Your Home***.
7. All of the information provided herewith, or which may be provided to REALTOR®, shall be true and Seller agrees to hold REALTOR®, REALTOR®'s sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from REALTOR®, or which is incorrect.
8. In connection with this Listing Agreement, Seller authorizes REALTOR®:
- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
 - b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
 - c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. If Property is single family, condominium or multi-family, Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
 - d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
 - g. Unless the Contract provides otherwise, REALTOR® and Seller agree that REALTOR® shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Broker duties and responsibilities.

A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
3. Timely account for all money and property received by the broker;
4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.
5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

10. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees associated with the Broker's firm.
11. REALTOR® shall use REALTOR®'s best efforts to effect a sale of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS®.
12. REALTOR® shall not be charged with the custody of the Property, its management, maintenance, or repair.
13. Forfeited earnest money, if any, shall be divided equally between Seller and REALTOR®, except that REALTOR®'s portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
14. The term "REALTOR®" herein shall include any sales associate of REALTOR® whose signature appears on this Agreement.
15. This Property is offered without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.
16. Seller and REALTOR® agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
17. Seller acknowledges that Seller has read this Agreement and has received a copy of this Agreement and a copy of the Oklahoma Real Estate Commission Uniform Contract of Sale Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.
18. The REALTOR® certifies that he/she is a member of the Northeast Oklahoma Real Estate Services, Inc. (NORES) Multiple Listing Service (MLS). The parties hereto understand and agree that the REALTOR® is hereby authorized to (i) enter this listing in the NORES MLS as a blanket unilateral offer of cooperation and compensation to other Participants of this Service regardless of their brokerage relationship, payment of compensation shall be as stated in the Property Data form; (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the NORES MLS for processing and dissemination to the NORES MLS Participants and other members of the Greater Tulsa Association of REALTORS® and (iv) that the property information, once transmitted to NORES, shall be owned by it and subject to its copyright and may be used and disseminated by it.
19. Upon the execution of an earnest money contract (Contract) by both Seller and Buyer, the REALTOR® shall have no duty thereafter to

submit subsequent offers for the purchase of the a property, unless the Contract specifically provides otherwise or this sale does not close.

20. ACCESS AUTHORIZATION. To facilitate the showing of said Property, Seller grants said REALTOR[®] permission to place on Seller's Property a "Lock Box" containing a key which gives access to Seller's Property at times when said REALTOR[®] is not present. Seller understands that access to said "Lock Box" may be in the possession of unauthorized persons who are not members of the REALTOR[®]'s Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said REALTOR[®] has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the REALTOR[®], the NORES MLS nor the Association of REALTORS[®] to which REALTOR[®] may belong, assumes any responsibility for the acts of any other persons for any loss which may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes such risk of loss. REALTOR[®] (check one) ☐ is ☐ is not authorized to place a "Lock Box" on the Property.

21. DISCLOSURE OF OFFERS. The Seller and REALTOR[®] agree that REALTOR[®], in response to inquiries from Buyers or cooperating brokers shall, only with the Sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS[®] shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller ☒ does ☐ does not authorize REALTOR[®] to disclose the existence of offers on the property.

22. TRANSACTION FEE. By signing this Agreement, Seller acknowledges and agrees that the Listing Broker may charge a Transaction Fee in the amount of \$ \$325.00. Seller understands said fee is in addition to the agreed commission amount and that no transaction fee shall be due until the actual closing is conducted.

23. CLOSING ESCROW FEE. By signing this Agreement, Seller acknowledges and gives the Listing Broker the right to utilize the services of a title escrow company for the closing process subsequent to a Contract of Sale on this Property. Fees to a Seller for these type services are approximately \$ \$1,500.00. Seller agrees to pay this amount to a closing escrow company or directly to the Listing Broker. Seller understands said fee is in addition to the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

24. RESIDENTIAL SERVICE AGREEMENT (RSA). Seller is aware that an RSA can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$ _____ and can be withheld from Seller's funds at closing.

It is Seller's decision ☐ TO PURCHASE ☒ NOT TO PURCHASE an (RSA) at this time

25. FLOOD NOTIFICATION. Has the seller been notified by any city or county governmental agency, or are you aware that the Property is in a flood hazard area?

☐ yes ☒ no

26. OTHER CONDITIONS:

ACCEPTED THIS _____ Day of _____, _____

Coldwell Banker Select/The PellowTeam

REALTOR[®] (Company)

City of Chickasha

SELLER (Printed)

SELLER (Printed)

405.222.6045

Phone

117 N 4th St. Chickasha, OK 73018

Mail (Mailing Address of Seller-Owner)

John Pellow

dotloop verified
06/18/20 10:29 AM CDT
FCSB-N0G6-PDHE-WCUG

REALTOR[®]/Associate (Signature)

SELLER (Signature)

SELLER (Signature)

Fax

tracey.austin@chickasha.org

Email

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

This is a legally binding contract; if not understood seek advice from an attorney.

In consideration of the services to be rendered by the undersigned REALTOR®, the undersigned ("Seller") hereby exclusively lists with REALTOR® the Property described as:

Property Address Lot 2 E 332 Loop, Jay, OK 74346

Legal Description APACHE COVE SUBDIVISION AMENDED LOT 2 1710-561+

_____ together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in the Property Data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to REALTOR® the exclusive right to sell the Property, within the term of this listing, at a price of \$ \$55,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing REALTOR® as exclusive REALTOR®, Seller agrees to work through REALTOR® for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by REALTOR® as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.
2. This agreement begins on 06/18/2020, and terminates (except for the provisions of Paragraph 3) at midnight on 06/30/2021.
3. Seller agrees to pay a commission equal to the greater of 6% % (0% if left blank) of the total sale price of the Property plus \$ N/A (\$0 if left blank);
OR
\$ N/A (\$0 if left blank) as and for the compensation of REALTOR®, in any of the following events:
 - a. The sale or exchange of the Property during the term of this Agreement, whether procured by REALTOR®, Seller, or a third person.
 - b. The sale or exchange of the Property within 90 days after the termination of this Agreement, if with any one to whom REALTOR® has shown the Property, or with whom the REALTOR® has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate broker.
 - c. If REALTOR® procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Seller.
 - d. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within 90 days thereafter.
4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:
 - a. Unless the Contract provides otherwise, REALTOR® shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in REALTOR®'s trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing such funds;
 - b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owner's Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing merchantable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Certificate" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";

- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
 - d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;
 - e. If Property is single family, condominium or multi-family, to pay such closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
 - f. If Property is single family, condominium or multi-family and if the Contract, lender or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed any amount agreed to by Seller in the contract of sale.
 - g. If the Property is a VA-financed transaction, Seller shall pay cost of a HUD-approved infestation report by a licensed exterminating company.
5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:
- a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect** concerning the Property, the **Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
 - c. REALTOR® shall disclose to a potential purchaser any defects in the Property actually known to the REALTOR® which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
6. In accordance with the HUD/EPA Lead-Based Paint Regulations, **if the Property was built before 1978:**
- a. Seller shall complete a **Disclosure and Acknowledgment of Lead-Based Paint**.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential **Buyers or their Brokers along with a copy of the pamphlet *Protect Your Family from Lead in Your Home***.
7. All of the information provided herewith, or which may be provided to REALTOR®, shall be true and Seller agrees to hold REALTOR®, REALTOR®'s sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from REALTOR®, or which is incorrect.
8. In connection with this Listing Agreement, Seller authorizes REALTOR®:
- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
 - b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
 - c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. If Property is single family, condominium or multi-family, Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
 - d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
 - g. Unless the Contract provides otherwise, REALTOR® and Seller agree that REALTOR® shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Broker duties and responsibilities.

A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
3. Timely account for all money and property received by the broker;
4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.
5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

10. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees associated with the Broker's firm.
11. REALTOR® shall use REALTOR®'s best efforts to effect a sale of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS®.
12. REALTOR® shall not be charged with the custody of the Property, its management, maintenance, or repair.
13. Forfeited earnest money, if any, shall be divided equally between Seller and REALTOR®, except that REALTOR®'s portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
14. The term "REALTOR®" herein shall include any sales associate of REALTOR® whose signature appears on this Agreement.
15. This Property is offered without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.
16. Seller and REALTOR® agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
17. Seller acknowledges that Seller has read this Agreement and has received a copy of this Agreement and a copy of the Oklahoma Real Estate Commission Uniform Contract of Sale Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.
18. The REALTOR® certifies that he/she is a member of the Northeast Oklahoma Real Estate Services, Inc. (NORES) Multiple Listing Service (MLS). The parties hereto understand and agree that the REALTOR® is hereby authorized to (i) enter this listing in the NORES MLS as a blanket unilateral offer of cooperation and compensation to other Participants of this Service regardless of their brokerage relationship, payment of compensation shall be as stated in the Property Data form; (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the NORES MLS for processing and dissemination to the NORES MLS Participants and other members of the Greater Tulsa Association of REALTORS® and (iv) that the property information, once transmitted to NORES, shall be owned by it and subject to its copyright and may be used and disseminated by it.
19. Upon the execution of an earnest money contract (Contract) by both Seller and Buyer, the REALTOR® shall have no duty thereafter to

submit subsequent offers for the purchase of the a property, unless the Contract specifically provides otherwise or this sale does not close.

20. ACCESS AUTHORIZATION. To facilitate the showing of said Property, Seller grants said REALTOR[®] permission to place on Seller's Property a "Lock Box" containing a key which gives access to Seller's Property at times when said REALTOR[®] is not present. Seller understands that access to said "Lock Box" may be in the possession of unauthorized persons who are not members of the REALTOR[®]'s Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said REALTOR[®] has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the REALTOR[®], the NORES MLS nor the Association of REALTORS[®] to which REALTOR[®] may belong, assumes any responsibility for the acts of any other persons for any loss which may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes such risk of loss. REALTOR[®] (check one) ☐ is ☐ is not authorized to place a "Lock Box" on the Property.

21. DISCLOSURE OF OFFERS. The Seller and REALTOR[®] agree that REALTOR[®], in response to inquiries from Buyers or cooperating brokers shall, only with the Sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS[®] shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller ☒ does ☐ does not authorize REALTOR[®] to disclose the existence of offers on the property.

22. TRANSACTION FEE. By signing this Agreement, Seller acknowledges and agrees that the Listing Broker may charge a Transaction Fee in the amount of \$ \$325.00. Seller understands said fee is in addition to the agreed commission amount and that no transaction fee shall be due until the actual closing is conducted.

23. CLOSING ESCROW FEE. By signing this Agreement, Seller acknowledges and gives the Listing Broker the right to utilize the services of a title escrow company for the closing process subsequent to a Contract of Sale on this Property. Fees to a Seller for these type services are approximately \$ \$1,200.00. Seller agrees to pay this amount to a closing escrow company or directly to the Listing Broker. Seller understands said fee is in addition to the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

24. RESIDENTIAL SERVICE AGREEMENT (RSA). Seller is aware that an RSA can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$ _____ and can be withheld from Seller's funds at closing.

It is Seller's decision ☐ TO PURCHASE ☒ NOT TO PURCHASE an (RSA) at this time

25. FLOOD NOTIFICATION. Has the seller been notified by any city or county governmental agency, or are you aware that the Property is in a flood hazard area?

☐ yes ☒ no

26. OTHER CONDITIONS:

ACCEPTED THIS _____ Day of _____, _____

Coldwell Banker Select/The PellowTeam

REALTOR[®] (Company)

City of Chickasha

SELLER (Printed)

SELLER (Printed)

405.222.6045

Phone

117 N 4th St. Chickasha, OK 73018

Mail (Mailing Address of Seller-Owner)

John Pellow

dotloop verified
06/18/20 10:22 AM CDT
BIRH-OUIB-CHYE-6QM0

REALTOR[®]/Associate (Signature)

SELLER (Signature)

SELLER (Signature)

Fax

tracey.austin@chickasha.org

Email

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

This is a legally binding contract; if not understood seek advice from an attorney.

In consideration of the services to be rendered by the undersigned REALTOR®, the undersigned ("Seller") hereby exclusively lists with REALTOR® the Property described as:

Property Address Lot 4 E 332 Loop, Jay, OK 74346

Legal Description APACHE COVE SUBDIVISION AMENDED LOT 4 1710-561+

_____ together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in the Property Data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to REALTOR® the exclusive right to sell the Property, within the term of this listing, at a price of \$ \$55,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing REALTOR® as exclusive REALTOR®, Seller agrees to work through REALTOR® for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by REALTOR® as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.
2. This agreement begins on 06/18/2020, and terminates (except for the provisions of Paragraph 3) at midnight on 06/30/2021.
3. Seller agrees to pay a commission equal to the greater of 6% % (0% if left blank) of the total sale price of the Property plus \$ N/A (\$0 if left blank);
OR
\$ N/A (\$0 if left blank) as and for the compensation of REALTOR®, in any of the following events:
 - a. The sale or exchange of the Property during the term of this Agreement, whether procured by REALTOR®, Seller, or a third person.
 - b. The sale or exchange of the Property within 90 days after the termination of this Agreement, if with any one to whom REALTOR® has shown the Property, or with whom the REALTOR® has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate broker.
 - c. If REALTOR® procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Seller.
 - d. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within 90 days thereafter.
4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:
 - a. Unless the Contract provides otherwise, REALTOR® shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in REALTOR®'s trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing such funds;
 - b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owner's Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing merchantable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Certificate" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";

- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
 - d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;
 - e. If Property is single family, condominium or multi-family, to pay such closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
 - f. If Property is single family, condominium or multi-family and if the Contract, lender or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed any amount agreed to by Seller in the contract of sale.
 - g. If the Property is a VA-financed transaction, Seller shall pay cost of a HUD-approved infestation report by a licensed exterminating company.
5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:
- a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect** concerning the Property, the **Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
 - c. REALTOR® shall disclose to a potential purchaser any defects in the Property actually known to the REALTOR® which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
6. In accordance with the HUD/EPA Lead-Based Paint Regulations, **if the Property was built before 1978:**
- a. Seller shall complete a **Disclosure and Acknowledgment of Lead-Based Paint**.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential **Buyers or their Brokers along with a copy of the pamphlet *Protect Your Family from Lead in Your Home***.
7. All of the information provided herewith, or which may be provided to REALTOR®, shall be true and Seller agrees to hold REALTOR®, REALTOR®'s sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from REALTOR®, or which is incorrect.
8. In connection with this Listing Agreement, Seller authorizes REALTOR®:
- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
 - b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
 - c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. If Property is single family, condominium or multi-family, Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
 - d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
 - g. Unless the Contract provides otherwise, REALTOR® and Seller agree that REALTOR® shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Broker duties and responsibilities.

A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
3. Timely account for all money and property received by the broker;
4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.
5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

10. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees associated with the Broker's firm.
11. REALTOR® shall use REALTOR®'s best efforts to effect a sale of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS®.
12. REALTOR® shall not be charged with the custody of the Property, its management, maintenance, or repair.
13. Forfeited earnest money, if any, shall be divided equally between Seller and REALTOR®, except that REALTOR®'s portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
14. The term "REALTOR®" herein shall include any sales associate of REALTOR® whose signature appears on this Agreement.
15. This Property is offered without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.
16. Seller and REALTOR® agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
17. Seller acknowledges that Seller has read this Agreement and has received a copy of this Agreement and a copy of the Oklahoma Real Estate Commission Uniform Contract of Sale Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.
18. The REALTOR® certifies that he/she is a member of the Northeast Oklahoma Real Estate Services, Inc. (NORES) Multiple Listing Service (MLS). The parties hereto understand and agree that the REALTOR® is hereby authorized to (i) enter this listing in the NORES MLS as a blanket unilateral offer of cooperation and compensation to other Participants of this Service regardless of their brokerage relationship, payment of compensation shall be as stated in the Property Data form; (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the NORES MLS for processing and dissemination to the NORES MLS Participants and other members of the Greater Tulsa Association of REALTORS® and (iv) that the property information, once transmitted to NORES, shall be owned by it and subject to its copyright and may be used and disseminated by it.
19. Upon the execution of an earnest money contract (Contract) by both Seller and Buyer, the REALTOR® shall have no duty thereafter to

submit subsequent offers for the purchase of the a property, unless the Contract specifically provides otherwise or this sale does not close.

20. ACCESS AUTHORIZATION. To facilitate the showing of said Property, Seller grants said REALTOR[®] permission to place on Seller's Property a "Lock Box" containing a key which gives access to Seller's Property at times when said REALTOR[®] is not present. Seller understands that access to said "Lock Box" may be in the possession of unauthorized persons who are not members of the REALTOR[®]'s Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said REALTOR[®] has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the REALTOR[®], the NORES MLS nor the Association of REALTORS[®] to which REALTOR[®] may belong, assumes any responsibility for the acts of any other persons for any loss which may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes such risk of loss. REALTOR[®] (check one) ☐ is ☐ is not authorized to place a "Lock Box" on the Property.

21. DISCLOSURE OF OFFERS. The Seller and REALTOR[®] agree that REALTOR[®], in response to inquiries from Buyers or cooperating brokers shall, only with the Sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS[®] shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller ☒ does ☐ does not authorize REALTOR[®] to disclose the existence of offers on the property.

22. TRANSACTION FEE. By signing this Agreement, Seller acknowledges and agrees that the Listing Broker may charge a Transaction Fee in the amount of \$ \$325.00. Seller understands said fee is in addition to the agreed commission amount and that no transaction fee shall be due until the actual closing is conducted.

23. CLOSING ESCROW FEE. By signing this Agreement, Seller acknowledges and gives the Listing Broker the right to utilize the services of a title escrow company for the closing process subsequent to a Contract of Sale on this Property. Fees to a Seller for these type services are approximately \$ \$1,200.00. Seller agrees to pay this amount to a closing escrow company or directly to the Listing Broker. Seller understands said fee is in addition to the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

24. RESIDENTIAL SERVICE AGREEMENT (RSA). Seller is aware that an RSA can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$ _____ and can be withheld from Seller's funds at closing.

It is Seller's decision ☐ TO PURCHASE ☒ NOT TO PURCHASE an (RSA) at this time

25. FLOOD NOTIFICATION. Has the seller been notified by any city or county governmental agency, or are you aware that the Property is in a flood hazard area?

☐ yes ☒ no

26. OTHER CONDITIONS:

ACCEPTED THIS _____ Day of _____, _____

Coldwell Banker Select/The PellowTeam

REALTOR[®] (Company)

City of Chickasha

SELLER (Printed)

SELLER (Printed)

405.222.6045

Phone

117 N 4th St. Chickasha, OK 73018

Mail (Mailing Address of Seller-Owner)

John Pellow

dotloop verified
06/18/20 10:18 AM CDT
NW0R-XCFZ-PPQQ-XWTU

REALTOR[®]/Associate (Signature)

SELLER (Signature)

SELLER (Signature)

Fax

tracey.austin@chickasha.org

Email

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

This is a legally binding contract; if not understood seek advice from an attorney.

In consideration of the services to be rendered by the undersigned REALTOR®, the undersigned ("Seller") hereby exclusively lists with REALTOR® the Property described as:

Property Address Lot 5 E 332 Loop, Jay, OK 74346

Legal Description APACHE COVE SUBDIVISION AMENDED LOT 5 1710-561+

_____ together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in the Property Data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to REALTOR® the exclusive right to sell the Property, within the term of this listing, at a price of \$ \$55,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing REALTOR® as exclusive REALTOR®, Seller agrees to work through REALTOR® for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by REALTOR® as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.
2. This agreement begins on 06/18/2020, and terminates (except for the provisions of Paragraph 3) at midnight on 06/30/2021.
3. Seller agrees to pay a commission equal to the greater of 6% % (0% if left blank) of the total sale price of the Property plus \$ N/A (\$0 if left blank);
OR
\$ N/A (\$0 if left blank) as and for the compensation of REALTOR®, in any of the following events:
 - a. The sale or exchange of the Property during the term of this Agreement, whether procured by REALTOR®, Seller, or a third person.
 - b. The sale or exchange of the Property within 90 days after the termination of this Agreement, if with any one to whom REALTOR® has shown the Property, or with whom the REALTOR® has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate broker.
 - c. If REALTOR® procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Seller.
 - d. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within 90 days thereafter.
4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:
 - a. Unless the Contract provides otherwise, REALTOR® shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in REALTOR®'s trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing such funds;
 - b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owner's Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing merchantable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Certificate" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";

- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
 - d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;
 - e. If Property is single family, condominium or multi-family, to pay such closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
 - f. If Property is single family, condominium or multi-family and if the Contract, lender or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed any amount agreed to by Seller in the contract of sale.
 - g. If the Property is a VA-financed transaction, Seller shall pay cost of a HUD-approved infestation report by a licensed exterminating company.
5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:
- a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect** concerning the Property, the **Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
 - c. REALTOR® shall disclose to a potential purchaser any defects in the Property actually known to the REALTOR® which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
6. In accordance with the HUD/EPA Lead-Based Paint Regulations, **if the Property was built before 1978:**
- a. Seller shall complete a **Disclosure and Acknowledgment of Lead-Based Paint**.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential **Buyers or their Brokers along with a copy of the pamphlet *Protect Your Family from Lead in Your Home***.
7. All of the information provided herewith, or which may be provided to REALTOR®, shall be true and Seller agrees to hold REALTOR®, REALTOR®'s sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from REALTOR®, or which is incorrect.
8. In connection with this Listing Agreement, Seller authorizes REALTOR®:
- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
 - b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
 - c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. If Property is single family, condominium or multi-family, Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
 - d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
 - g. Unless the Contract provides otherwise, REALTOR® and Seller agree that REALTOR® shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Broker duties and responsibilities.

A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
3. Timely account for all money and property received by the broker;
4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.
5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

10. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees associated with the Broker's firm.
11. REALTOR® shall use REALTOR®'s best efforts to effect a sale of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS®.
12. REALTOR® shall not be charged with the custody of the Property, its management, maintenance, or repair.
13. Forfeited earnest money, if any, shall be divided equally between Seller and REALTOR®, except that REALTOR®'s portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
14. The term "REALTOR®" herein shall include any sales associate of REALTOR® whose signature appears on this Agreement.
15. This Property is offered without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.
16. Seller and REALTOR® agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
17. Seller acknowledges that Seller has read this Agreement and has received a copy of this Agreement and a copy of the Oklahoma Real Estate Commission Uniform Contract of Sale Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.
18. The REALTOR® certifies that he/she is a member of the Northeast Oklahoma Real Estate Services, Inc. (NORES) Multiple Listing Service (MLS). The parties hereto understand and agree that the REALTOR® is hereby authorized to (i) enter this listing in the NORES MLS as a blanket unilateral offer of cooperation and compensation to other Participants of this Service regardless of their brokerage relationship, payment of compensation shall be as stated in the Property Data form; (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the NORES MLS for processing and dissemination to the NORES MLS Participants and other members of the Greater Tulsa Association of REALTORS® and (iv) that the property information, once transmitted to NORES, shall be owned by it and subject to its copyright and may be used and disseminated by it.
19. Upon the execution of an earnest money contract (Contract) by both Seller and Buyer, the REALTOR® shall have no duty thereafter to

submit subsequent offers for the purchase of the a property, unless the Contract specifically provides otherwise or this sale does not close.

20. ACCESS AUTHORIZATION. To facilitate the showing of said Property, Seller grants said REALTOR[®] permission to place on Seller's Property a "Lock Box" containing a key which gives access to Seller's Property at times when said REALTOR[®] is not present. Seller understands that access to said "Lock Box" may be in the possession of unauthorized persons who are not members of the REALTOR[®]'s Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said REALTOR[®] has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the REALTOR[®], the NORES MLS nor the Association of REALTORS[®] to which REALTOR[®] may belong, assumes any responsibility for the acts of any other persons for any loss which may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes such risk of loss. REALTOR[®] (check one) ☐ is ☐ is not authorized to place a "Lock Box" on the Property.

21. DISCLOSURE OF OFFERS. The Seller and REALTOR[®] agree that REALTOR[®], in response to inquiries from Buyers or cooperating brokers shall, only with the Sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS[®] shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller ☒ does ☐ does not authorize REALTOR[®] to disclose the existence of offers on the property.

22. TRANSACTION FEE. By signing this Agreement, Seller acknowledges and agrees that the Listing Broker may charge a Transaction Fee in the amount of \$ \$325.00. Seller understands said fee is in addition to the agreed commission amount and that no transaction fee shall be due until the actual closing is conducted.

23. CLOSING ESCROW FEE. By signing this Agreement, Seller acknowledges and gives the Listing Broker the right to utilize the services of a title escrow company for the closing process subsequent to a Contract of Sale on this Property. Fees to a Seller for these type services are approximately \$ \$1,500.00. Seller agrees to pay this amount to a closing escrow company or directly to the Listing Broker. Seller understands said fee is in addition to the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

24. RESIDENTIAL SERVICE AGREEMENT (RSA). Seller is aware that an RSA can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$ _____ and can be withheld from Seller's funds at closing.

It is Seller's decision ☐ TO PURCHASE ☒ NOT TO PURCHASE an (RSA) at this time

25. FLOOD NOTIFICATION. Has the seller been notified by any city or county governmental agency, or are you aware that the Property is in a flood hazard area?

☐ yes ☒ no

26. OTHER CONDITIONS:

ACCEPTED THIS _____ Day of _____, _____

Coldwell Banker Select/The PellowTeam

REALTOR[®] (Company)

City of Chickasha

SELLER (Printed)

SELLER (Printed)

405.222.60045

Phone

117 N 4th St. Chickasha, OK 73018

Mail (Mailing Address of Seller-Owner)

John Pellow

dotloop verified
06/18/20 10:17 AM CDT
5NHA-C8GK-ZKKV-EAVU

REALTOR[®]/Associate (Signature)

SELLER (Signature)

SELLER (Signature)

Fax

tracey.austin@chickasha.org

Email

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

This is a legally binding contract; if not understood seek advice from an attorney.

In consideration of the services to be rendered by the undersigned REALTOR®, the undersigned ("Seller") hereby exclusively lists with REALTOR® the Property described as:

Property Address Lot 9 E 332 Loop, Jay, OK 74346

Legal Description APACHE COVE SUBDIVISION AMENDED LOT 9 1710-561+

_____ together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in the Property Data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to REALTOR® the exclusive right to sell the Property, within the term of this listing, at a price of \$ \$30,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing REALTOR® as exclusive REALTOR®, Seller agrees to work through REALTOR® for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by REALTOR® as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.
2. This agreement begins on 06/18/2020, and terminates (except for the provisions of Paragraph 3) at midnight on 06/30/2020.
3. Seller agrees to pay a commission equal to the greater of 6% % (0% if left blank) of the total sale price of the Property plus \$ N/A (\$0 if left blank);
OR
\$ N/A (\$0 if left blank) as and for the compensation of REALTOR®, in any of the following events:
 - a. The sale or exchange of the Property during the term of this Agreement, whether procured by REALTOR®, Seller, or a third person.
 - b. The sale or exchange of the Property within 90 days after the termination of this Agreement, if with any one to whom REALTOR® has shown the Property, or with whom the REALTOR® has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate broker.
 - c. If REALTOR® procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Seller.
 - d. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within 90 days thereafter.
4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:
 - a. Unless the Contract provides otherwise, REALTOR® shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in REALTOR®'s trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing such funds;
 - b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owner's Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing merchantable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Certificate" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";

- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
 - d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;
 - e. If Property is single family, condominium or multi-family, to pay such closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
 - f. If Property is single family, condominium or multi-family and if the Contract, lender or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed any amount agreed to by Seller in the contract of sale.
 - g. If the Property is a VA-financed transaction, Seller shall pay cost of a HUD-approved infestation report by a licensed exterminating company.
5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:
- a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect** concerning the Property, the **Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
 - c. REALTOR® shall disclose to a potential purchaser any defects in the Property actually known to the REALTOR® which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
6. In accordance with the HUD/EPA Lead-Based Paint Regulations, **if the Property was built before 1978:**
- a. Seller shall complete a **Disclosure and Acknowledgment of Lead-Based Paint**.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential **Buyers or their Brokers along with a copy of the pamphlet *Protect Your Family from Lead in Your Home***.
7. All of the information provided herewith, or which may be provided to REALTOR®, shall be true and Seller agrees to hold REALTOR®, REALTOR®'s sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from REALTOR®, or which is incorrect.
8. In connection with this Listing Agreement, Seller authorizes REALTOR®:
- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
 - b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
 - c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. If Property is single family, condominium or multi-family, Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
 - d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
 - g. Unless the Contract provides otherwise, REALTOR® and Seller agree that REALTOR® shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Broker duties and responsibilities.

A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
3. Timely account for all money and property received by the broker;
4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.
5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

10. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees associated with the Broker's firm.
11. REALTOR® shall use REALTOR®'s best efforts to effect a sale of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS®.
12. REALTOR® shall not be charged with the custody of the Property, its management, maintenance, or repair.
13. Forfeited earnest money, if any, shall be divided equally between Seller and REALTOR®, except that REALTOR®'s portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
14. The term "REALTOR®" herein shall include any sales associate of REALTOR® whose signature appears on this Agreement.
15. This Property is offered without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.
16. Seller and REALTOR® agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
17. Seller acknowledges that Seller has read this Agreement and has received a copy of this Agreement and a copy of the Oklahoma Real Estate Commission Uniform Contract of Sale Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.
18. The REALTOR® certifies that he/she is a member of the Northeast Oklahoma Real Estate Services, Inc. (NORES) Multiple Listing Service (MLS). The parties hereto understand and agree that the REALTOR® is hereby authorized to (i) enter this listing in the NORES MLS as a blanket unilateral offer of cooperation and compensation to other Participants of this Service regardless of their brokerage relationship, payment of compensation shall be as stated in the Property Data form; (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the NORES MLS for processing and dissemination to the NORES MLS Participants and other members of the Greater Tulsa Association of REALTORS® and (iv) that the property information, once transmitted to NORES, shall be owned by it and subject to its copyright and may be used and disseminated by it.
19. Upon the execution of an earnest money contract (Contract) by both Seller and Buyer, the REALTOR® shall have no duty thereafter to

submit subsequent offers for the purchase of the a property, unless the Contract specifically provides otherwise or this sale does not close.

20. ACCESS AUTHORIZATION. To facilitate the showing of said Property, Seller grants said REALTOR[®] permission to place on Seller's Property a "Lock Box" containing a key which gives access to Seller's Property at times when said REALTOR[®] is not present. Seller understands that access to said "Lock Box" may be in the possession of unauthorized persons who are not members of the REALTOR[®]'s Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said REALTOR[®] has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the REALTOR[®], the NORES MLS nor the Association of REALTORS[®] to which REALTOR[®] may belong, assumes any responsibility for the acts of any other persons for any loss which may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes such risk of loss. REALTOR[®] (check one) ☐ is ☐ is not authorized to place a "Lock Box" on the Property.

21. DISCLOSURE OF OFFERS. The Seller and REALTOR[®] agree that REALTOR[®], in response to inquiries from Buyers or cooperating brokers shall, only with the Sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS[®] shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller ☒ does ☐ does not authorize REALTOR[®] to disclose the existence of offers on the property.

22. TRANSACTION FEE. By signing this Agreement, Seller acknowledges and agrees that the Listing Broker may charge a Transaction Fee in the amount of \$ \$325.00. Seller understands said fee is in addition to the agreed commission amount and that no transaction fee shall be due until the actual closing is conducted.

23. CLOSING ESCROW FEE. By signing this Agreement, Seller acknowledges and gives the Listing Broker the right to utilize the services of a title escrow company for the closing process subsequent to a Contract of Sale on this Property. Fees to a Seller for these type services are approximately \$ \$1,500.00. Seller agrees to pay this amount to a closing escrow company or directly to the Listing Broker. Seller understands said fee is in addition to the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

24. RESIDENTIAL SERVICE AGREEMENT (RSA). Seller is aware that an RSA can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$ _____ and can be withheld from Seller's funds at closing.

It is Seller's decision ☐ TO PURCHASE ☒ NOT TO PURCHASE an (RSA) at this time

25. FLOOD NOTIFICATION. Has the seller been notified by any city or county governmental agency, or are you aware that the Property is in a flood hazard area?

☐ yes ☒ no

26. OTHER CONDITIONS:

ACCEPTED THIS _____ Day of _____, _____

Coldwell Banker Select/The PellowTeam

REALTOR[®] (Company)

City of Chickasha

SELLER (Printed)

SELLER (Printed)

405.222.6045

Phone

117 N 4th St. Chickasha, OK 73018

Mail (Mailing Address of Seller-Owner)

John Pellow

dotloop verified
06/18/20 10:11 AM CDT
LG50-MR7F-FEGT-V15Z

REALTOR[®]/Associate (Signature)

SELLER (Signature)

SELLER (Signature)

Fax

tracey.austin@chickasha.org

Email

LISTING AGREEMENT - EXCLUSIVE RIGHT TO SELL

This is a legally binding contract; if not understood seek advice from an attorney.

In consideration of the services to be rendered by the undersigned REALTOR®, the undersigned ("Seller") hereby exclusively lists with REALTOR® the Property described as:

Property Address Lot 3 E 332 Loop, Jay, OK 74346

Legal Description APACHE COVE SUBDIVISION AMENDED LOT 3 1710-561+

_____ together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, including all mineral rights owned by Seller, if any, all of which may be described in the Property Data form attached to and by this reference made a part of this Agreement (collectively referred to as "the Property"), and grants to REALTOR® the exclusive right to sell the Property, within the term of this listing, at a price of \$ \$55,000.00 and on the terms herein stated, or at such other price and terms as shall be acceptable to Seller. This listing shall be subject to the following:

1. By appointing REALTOR® as exclusive REALTOR®, Seller agrees to work through REALTOR® for the sale, option or exchange (collectively "Sale") of the Property and to refer to Broker all inquiries received in any form from other real estate Brokers, agents, associated broker associates, sales associates, or provisional sales associates, sales persons, prospective buyers or tenants, or any other source during the time this Listing Agreement is in effect. In addition, any compensation, which is conditioned upon the Sale of Property, shall be earned by REALTOR® as set forth herein without any discount or allowance for any efforts made by Seller or by any representative of Seller in connection with the sale of the Property.
2. This agreement begins on 06/18/2020, and terminates (except for the provisions of Paragraph 3) at midnight on 06/30/2021.
3. Seller agrees to pay a commission equal to the greater of 6% % (0% if left blank) of the total sale price of the Property plus \$ N/A (\$0 if left blank);
OR
\$ N/A (\$0 if left blank) as and for the compensation of REALTOR®, in any of the following events:
 - a. The sale or exchange of the Property during the term of this Agreement, whether procured by REALTOR®, Seller, or a third person.
 - b. The sale or exchange of the Property within 90 days after the termination of this Agreement, if with any one to whom REALTOR® has shown the Property, or with whom the REALTOR® has negotiated concerning the Property prior to the termination of this Agreement; provided that this clause shall not apply if Seller re-lists the Property at the termination of this Agreement with another licensed real estate broker.
 - c. If REALTOR® procures a Buyer who is ready, willing, and able to purchase the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Seller.
 - d. The sale or exchange of the Property during, or after, the term of this Agreement to any party to whom the Property is rented or leased during the term of this Agreement, or within 90 days thereafter.
4. In the event a Contract for Sale or Exchange (a "Contract") is entered into with a Buyer, Seller agrees that:
 - a. Unless the Contract provides otherwise, REALTOR® shall receive and hold any earnest money deposit, which may be in the form of the Buyer's personal check endorsed for deposit without recourse, in REALTOR®'s trust or escrow account in accordance with the terms of the Contract, applicable law, rules, and regulations governing such funds;
 - b. Prior to the "Closing Date," Seller, at Seller's expense, agrees to furnish Buyer or Buyer's lender a current Uniform Commercial Code Search Certificate (and, if the Property is a condominium, to furnish a copy of the Declaration of Unit Ownership Estates of the Project, Bylaws of the Project's Owner's Association). Seller, at Seller's expense shall also furnish an abstract of title certified to date showing merchantable title in Seller, subject only to utility easements serving the Property and building restrictions of record, and other exceptions specified in the Contract and, if Property is a condominium, subject to all terms, provisions, restrictions, and covenants contained in the Declaration of Unit Ownership Estates and Bylaws of the Owner's Association of the "Project," and, if required by lender, a "Mortgage Inspection Certificate" prepared by a licensed surveyor, certified to a date at least within 180 days of the "Closing Date";

- c. Seller has sole ownership, full authority to sell property, and will cause any conveyance to be executed and joined by all necessary parties to convey marketable title by General Warranty Deed to Buyer, free and clear of all liens and encumbrances, except those specifically reserved in the Contract.
 - d. Unless otherwise provided in the Contract, all ad valorem taxes, interest, rents, and other continuing items shall be prorated to the date of transfer, except personal property taxes for the entire year, if any, shall be paid by Seller;
 - e. If Property is single family, condominium or multi-family, to pay such closing costs and miscellaneous fees in excess of what Buyer is allowed by FHA or VA to pay;
 - f. If Property is single family, condominium or multi-family and if the Contract, lender or government agency requires fixtures and equipment relating to plumbing, heating and cooling, including ducts, electrical systems, built-in appliances, swimming pool, spa, sprinkler and security systems will be in normal working order at the closing, ordinary wear and tear excepted. If the Property is a condominium, this provision is applicable only to those items that are the Seller's responsibility and not the responsibility of the Owner's Association. Seller shall pay the cost of repairs necessary to meet the foregoing standard; the cost shall not exceed any amount agreed to by Seller in the contract of sale.
 - g. If the Property is a VA-financed transaction, Seller shall pay cost of a HUD-approved infestation report by a licensed exterminating company.
5. In accordance with the Oklahoma Residential Property Condition Disclosure Act:
- a. Seller shall complete the **Oklahoma Residential Property Disclosure Statement ("Disclosure Statement")** or, if the Seller has never lived in the Property **AND has NO knowledge of any defect** concerning the Property, the **Oklahoma Residential Property Disclaimer Statement ("Disclaimer Statement")** if applicable, a copy of which is attached to and by this reference made a part of this Agreement.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure Statement** or **Disclaimer Statement** (whichever is applicable) to potential Buyers or their Brokers.
 - c. REALTOR® shall disclose to a potential purchaser any defects in the Property actually known to the REALTOR® which are not included in the Seller's **Disclosure Statement** or Seller's **Disclaimer Statement**.
6. In accordance with the HUD/EPA Lead-Based Paint Regulations, **if the Property was built before 1978:**
- a. Seller shall complete a **Disclosure and Acknowledgment of Lead-Based Paint**.
 - b. REALTOR® shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential **Buyers or their Brokers along with a copy of the pamphlet *Protect Your Family from Lead in Your Home***.
7. All of the information provided herewith, or which may be provided to REALTOR®, shall be true and Seller agrees to hold REALTOR®, REALTOR®'s sales associates, employees, and agents harmless from any cost, expense, or damage due to any information which is withheld by Seller from REALTOR®, or which is incorrect.
8. In connection with this Listing Agreement, Seller authorizes REALTOR®:
- a. To place a "For Sale" sign on the Property and to remove all other similar signs;
 - b. To enter Property information on the Internet, and advertise the Property by any means and methods as Broker determines in its sole judgment and discretion, including the making and using of photographs or other electronic images of the Property;
 - c. At Seller's expense, to turn on, or leave on, all utilities, and to authorize service technicians to do so, in order to show the Property to its best advantage or to permit inspection thereof. If Property is single family, condominium or multi-family, Seller further agrees to pay any necessary cost for uncovering and limited operation of any swimming pool/spa, sprinkler system and security system, if applicable. Except that, if the Property is a condominium this provision shall only apply to those items which are Seller's responsibility and not the responsibility of the Owner's Association;
 - d. To obtain all information pertaining to any present mortgage on the Property from any mortgage or mortgage service company and to furnish information pertaining to the Property to any prospective lender;
 - e. To obtain a key to the Property and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
 - f. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
 - g. Unless the Contract provides otherwise, REALTOR® and Seller agree that REALTOR® shall be authorized to accept delivery of Contract documents, title evidence documents, inspection reports, and other notices provided in the Contract on behalf of the Seller and to accept a similar appointment by Buyers and prospective Buyers.

9. Broker duties and responsibilities.

A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:

1. Treat all parties with honesty and exercise reasonable skill and care;
2. Unless specifically waived in writing by a party to the transaction:
 - a) receive all written offers and counteroffers,
 - b) reduce offers or counteroffers to a written form upon request of any party to a transaction, and
 - c) present timely such written offers and counteroffers;
3. Timely account for all money and property received by the broker;
4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 - a) that a party or prospective party is willing to pay more or accept less than what is being offered;
 - b) that a party or prospective party is willing to agree to financing terms that are different from those offered;
 - c) the motivating factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
 - d) information specifically designated as confidential by a party unless such information is public.
5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
6. Comply with all requirements of The Oklahoma Real Estate License Code and all applicable statutes and rules.

B. A broker shall have the following duties and responsibilities only to a party for whom the broker is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:

1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, brokerage service costs and approximate amount of costs; and
2. Keep the party informed regarding the transaction.

C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

10. Neither the Buyer nor the Seller may be held liable for the actions or words of the Broker or licensees associated with the Broker's firm.
11. REALTOR® shall use REALTOR®'s best efforts to effect a sale of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS®.
12. REALTOR® shall not be charged with the custody of the Property, its management, maintenance, or repair.
13. Forfeited earnest money, if any, shall be divided equally between Seller and REALTOR®, except that REALTOR®'s portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Buyer or waiver of a forfeiture of earnest money after a Contract is executed shall relieve Seller of any obligation to pay a commission.
14. The term "REALTOR®" herein shall include any sales associate of REALTOR® whose signature appears on this Agreement.
15. This Property is offered without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity.
16. Seller and REALTOR® agree to the terms herein set forth and understand that this is a binding agreement and that it cannot be canceled or terminated except upon their mutual written consent.
17. Seller acknowledges that Seller has read this Agreement and has received a copy of this Agreement and a copy of the Oklahoma Real Estate Commission Uniform Contract of Sale Information Booklet has been made available to the Seller in print, or at www.orec.ok.gov.
18. The REALTOR® certifies that he/she is a member of the Northeast Oklahoma Real Estate Services, Inc. (NORES) Multiple Listing Service (MLS). The parties hereto understand and agree that the REALTOR® is hereby authorized to (i) enter this listing in the NORES MLS as a blanket unilateral offer of cooperation and compensation to other Participants of this Service regardless of their brokerage relationship, payment of compensation shall be as stated in the Property Data form; (ii) file timely notice of all changes in the above information as approved by the Seller; (iii) upon the closing of a sale, file sales information, including sale price, with the NORES MLS for processing and dissemination to the NORES MLS Participants and other members of the Greater Tulsa Association of REALTORS® and (iv) that the property information, once transmitted to NORES, shall be owned by it and subject to its copyright and may be used and disseminated by it.
19. Upon the execution of an earnest money contract (Contract) by both Seller and Buyer, the REALTOR® shall have no duty thereafter to

submit subsequent offers for the purchase of the a property, unless the Contract specifically provides otherwise or this sale does not close.

20. ACCESS AUTHORIZATION. To facilitate the showing of said Property, Seller grants said REALTOR® permission to place on Seller's Property a "Lock Box" containing a key which gives access to Seller's Property at times when said REALTOR® is not present. Seller understands that access to said "Lock Box" may be in the possession of unauthorized persons who are not members of the REALTOR®'s Multiple Listing Service, as well as members thereof. Further, Seller acknowledges that said REALTOR® has recommended that all valuables such as coins, jewelry, furs, silver, guns, cameras, paintings, antiques, and the like, be removed from the Property for safekeeping during the period of the listing. In addition, Seller has been fully advised that neither the REALTOR®, the NORES MLS nor the Association of REALTORS® to which REALTOR® may belong, assumes any responsibility for the acts of any other persons for any loss which may be sustained by Seller through entry by use of the key deposited in the "Lock Box" or in any other manner. Seller hereby assumes such risk of loss. REALTOR® (check one) is ☐ is not authorized to place a "Lock Box" on the Property.

21. DISCLOSURE OF OFFERS. The Seller and REALTOR® agree that REALTOR®, in response to inquiries from Buyers or cooperating brokers shall, only with the Sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, REALTORS® shall also disclose whether offers were obtained by the listing licensee, another licensee in the listing firm, or by a cooperating Broker.

Seller ☐ does ☐ does not authorize REALTOR® to disclose the existence of offers on the property.

22. TRANSACTION FEE. By signing this Agreement, Seller acknowledges and agrees that the Listing Broker may charge a Transaction Fee in the amount of \$ \$325.00. Seller understands said fee is in addition to the agreed commission amount and that no transaction fee shall be due until the actual closing is conducted.

23. CLOSING ESCROW FEE. By signing this Agreement, Seller acknowledges and gives the Listing Broker the right to utilize the services of a title escrow company for the closing process subsequent to a Contract of Sale on this Property. Fees to a Seller for these type services are approximately \$ \$1,500.00. Seller agrees to pay this amount to a closing escrow company or directly to the Listing Broker. Seller understands said fee is in addition to the agreed commission amount and that no fee for closing escrow is due until the actual closing is conducted.

24. RESIDENTIAL SERVICE AGREEMENT (RSA). Seller is aware that an RSA can be purchased for Seller's Property that would be transferable to the Buyer. The cost of an RSA is approximately \$ and can be withheld from Seller's funds at closing.

It is Seller's decision ☐ TO PURCHASE ☐ NOT TO PURCHASE an (RSA) at this time

25. FLOOD NOTIFICATION. Has the seller been notified by any city or county governmental agency, or are you aware that the Property is in a flood hazard area?

yes ☐ no ☐

26. OTHER CONDITIONS:

ACCEPTED THIS Day of ,

Coldwell Banker Select/The PellowTeam
REALTOR® (Company)
City of Chickasha

SELLER (Printed)

SELLER (Printed)

405.222.6045

Phone

117 N 4th St. Chickasha, OK 73018

Mail (Mailing Address of Seller-Owner)

[John Pellow](#)

dotloop verified
06/18/20 10:10 AM CDT
XEPX-NUZE-1YOW-PAEK

REALTOR®/Associate (Signature)

SELLER (Signature)

SELLER (Signature)

Fax

tracey.austin@chickasha.org

Email



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: City Clerk

Agenda Item No. 6.k.

AGENDA ITEM: Discussion, consideration and possible action to approve a request from the Chickasha Optimist to conduct a 5K Run at 8:00 a.m. on December 5, 2020.

I. BACKGROUND/DESCRIPTION:

- A request has been received from the Chickasha Optimist to conduct a 5K Run at 8:00 a.m. on December 5, 2020.
- The planned route will begin and end at the Southern Oaks Church of Christ. The 5K and 1 mile routes will both start on South 16th Street heading north, then 1 mile will turn around on Maple Lane while the 5K route will continue north to Montana and then east, circling Shannon Springs Park, then return following the same route.
- An Indemnification Agreement will be prepared for their signature and a Certificate of Liability Insurance will be obtained prior to the event.

II. RECOMMENDED ACTION:

Approve request from the Chickasha Optimist to conduct a 5K Run on December 5, 2020.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

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V. ATTACHMENTS:

1. Optimist Request - 5K Run December 5, 2020

Date Received

JUN 15 2020

Susan M. McDaniel
City Clerk
City of Chickasha

Dear City Council,

On behalf of the Chickasha Optimist Club, the family of Rod Carroll, and the Chickasha runners, we are requesting the Mayor's and City Council's support to approve the 6th annual Christmas Carroll 5K to be held on Saturday, December 5, 2020. . This event is used to raise funds for the Rod Carroll Memorial Scholarship/s for graduating Chickasha Seniors. As in previous years, the route begins and ends at the Southern Oaks Church of Christ facility located on S. 16th Street. The 5K route heads north on 16th street to Montana, then east toward Shannon Springs Park. After circling the park, the runners head back following the same route. The 1 mile route stops at Maple Lane and then heads back on 16th to the church building.

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

Thank you for your consideration and hope you can join us for the 6th annual Christmas Carroll 5K this year.

Diana Carroll
Chickasha Optimist Member

Sent from my iPhone



City of
CHICKASHA

Meeting Type: City Council Agenda 7-6-2020

Meeting Date: 7/6/2020

Department: Administration

Agenda Item No. 6.I.

AGENDA ITEM: Discussion, consideration and possible action to authorize an event at Shannon Springs Park on July 18, 2020, for applicant by Brett Landry.

I. BACKGROUND/DESCRIPTION:

Requestor has applied for a Special Event Permit for an event he would like to conduct at Shannon Springs Park on July 18, 2020.

A copy of the Special Event Permit is attached.

An Indemnification Agreement along with a Certificate of Liability Insurance will be required prior to the event.

Event has been presented as an event to support local law enforcement and to encourage open discussions between law enforcement and the community.

Some concerns have been raised regarding this event which staff believes to be valid and credible.

II. RECOMMENDED ACTION:

Deny Event

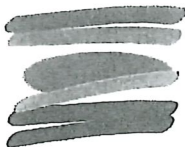
III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. 20200629085650858



City of

Chickasha

Community Development

July 6th agenda**OUTDOOR AMUSEMENT EVENT LICENSE APPLICATION**Date: 7-9-20Event Date(s) & Times: 7-18-20Event Type (Include a description of all events and functions): LIVE MUSIC FESTIVAL,
FOOD TRUCKS, Q & A with chief of Police Rowell
Q & A at 4pm live music 5:30-~~9:00~~ 9:00Applicant: Brett LandryMailing Address: 3306 W MONTANACity: ChickashaState: OKZip: 73018Event Address or location description: Shannon Springs ParkProperty Owner: CITY OF CHICKASHAPhone Number: (405) 222-6010Mailing Address: 117 N 4th StCity: ChickashaState: OKZip: 73018Present Zoning District: _____ Size of Event Space (Acres): 43 AcresType of Sanitary Facilities to be Provided: Restrooms at west end of park

Type of Solid Waste Facilities to be Provided: _____

Combined Estimated Number of Participants/Spectator's: 200-300Describe Parking Facilities to be Provided (Including surface type, access and number of spaces): Parking
at North end of park**REQUIREMENTS**☐ Advertising Signs: NO Off-Premises Advertising Signs shall be allowed.☐ FEE: Application fee of \$25.00 (non-refundable). Receipt Number: _____

Comments:

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