

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 20, 2026, AT 6:30 PM.** Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

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

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

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

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on Wednesday, July 15, 2026.



Susan M. McDaniel

Susan McDaniel, CMC - City Clerk

Sworn to and subscribed before me on this 15 day of July 2026.

My Commission Expires: 10-1-2026



Tracey Lynn Austin

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING

CITY HALL COUNCIL CHAMBERS

117 NORTH FOURTH STREET

CHICKASHA, OKLAHOMA 73018

TIME OF MEETING

6:30 PM

DATE OF MEETING

JULY 20, 2026

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1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
2. **Citizen Comments.**
3. **Council Communications.**
4. **Consent Docket:**
 - a. Acceptance of the Minutes of the July 6, 2026, regular meeting.
 - b. Acceptance of the Claim List.
 - c. Acknowledge receipt of the Economic Development Council of Chickasha, Inc. Check Detail Report for June 2026.

- d. Approve a Participation Agreement with Sourcewell to provide access to Sourcewell's Cooperative Purchasing Program and authorize the Mayor to execute the same.
- e. Declare as surplus a set of Genesis extrication tools and dispose of in accordance with City Ordinance.

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

6. Discussion and Consideration

- a. Discussion, consideration and possible action to approve a Master Agreement for Professional Services and Service Order No. 200 between the City of Chickasha and ADG Blatt for professional engineering and architectural services related to the Chickasha Municipal Airport, including a topographic survey, preliminary lift station review, preliminary utility design, preliminary drainage analysis, and coordination services, in an amount not to exceed \$52,400, and authorize the Mayor to execute all necessary documents.
- b. Discussion, consideration, and possible action to approve an agreement with Texas AWOS Services, LLC for maintenance and operational support services for the Automated Weather Observing System (AWOS) at Chickasha Municipal Airport and authorize the Mayor to execute the same.
- c. Discussion, consideration and possible action to approve a sole source procurement with Tyler Technologies, Inc. for the Tyler ERP Modernization Project and authorize the Mayor to execute the same.
- d. Discussion, consideration and possible action to accept a charitable distribution from the William S. Crittenden and Betty Lou Crittenden Revocable Living Trust as a donation to the Chickasha Fire Department and authorize the Mayor and Finance Director to act on behalf of the City and to execute all documents necessary to complete the distribution.

7. Motion to Adjourn.

CHICKASHA

Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the July 6, 2026, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, CMC City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From)		

V. ATTACHMENTS:

1. City 7-6-2026

July 6, 2026

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 6th day of July 2026 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Grayson called the meeting to order at 6:30 p.m.

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

MAYOR AND COUNCIL

PRESENT: Zachary Grayson, Mayor
Georgianne Hebblethwaite, Vice-Mayor
Lisa Hatchett
Kim Irving
Kelly Boyd
Erica Alexander
Rockey Talley
Clark Southard

ABSENT: Kea Ginn

STAFF

PRESENT: Jim Crosby, City Manager
Amanda Mullins, City Attorney
Susan McDaniel, City Clerk
G. Music, Police Chief
Tony Samaniego, Fire Chief
Rich Edwards, Finance Director
Jessica Green, Community Development Director
Lillie Huckaby, Library Director
Omar Fierro, Pubic Works Director
Tracey Austin, HR Director
Shae Mortiner, Marketing and Civic Engagement Director

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

Roll call:

Hatchett – Present
Irving – Present

City Council Meeting 7-6-2026
6:30 p.m.

Hebblethwaite – Present
Boud - Present
Alexander - Present
Talley – Present
Southard – Present
Grayson - Present

Council Member Boyd gave the invocation and Council Member Hebblethwaite led the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

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

Melissa Garza, Chickasha – spoke about littering and the consequences that need to be enforced.

ITEM 3. **Council Communications.**

- a. Presentation to City of Chickasha by Steve Byrd, Ambassador – Oklahoma Purple Heart City.
- b. Presentation of retirement watch to Chief Music.
- c. City Attorney administered the Oath of Office to newly promoted Lieutenant Eric Burkhart and newly promoted Sergeant James Davis.
- d. City Attorney administered the Oath of Office to newly hired Police Officer, Gepo Stewart.

Mayor Grayson thanked staff and volunteers for the success of Freedom Festival on July 4th

Council Member Hatchett also thanked everyone who was involved with the Festival of Freedom.

Council Member Hebblethwaite thanked the staff, CPD, CFD for their part of Freedom Festival.

Council Member Boyd thanked everyone including Kool 105.5 Radio Station for covering the 98th Washita Valley. Golf Tournament.

Council Member Alexander also commended the success of the Washita Valley Golf Course Tournament.

ITEM 4. **Consent Docket: ITEM 4a thru 4r.**

- ITEM 4a.** **Acceptance of the Minutes of June 15, 2026, Regular meeting.**
ITEM 4b. **Acceptance of the Financials for May 2026.**
ITEM 4c. **Accept the FY 25 BJA Patrick Leahy Bullet Proof Vest (BJA) Grand Award for the Police Department.**

- ITEM 4d.** Authorization to renew the annual Ventilator Loan Agreement with the Grady County 522 EMS District.
- ITEM 4e.** Authorization to renew the FY 226-27 522 Operations Agreement with the Grady County 522 EMS District.
- ITEM 4f.** Authorization to renew the FY 2026-27 Capital Outlay Agreement with the Grady County 522 EMS District.
- ITEM 4g.** Acceptance of the Claims List.
- ITEM 4h.** Authorization to renew the annual PStrax contract for inventory control and apparatus checks software.
- ITEM 4i.** Approve a request from the Grady County Coordinated Community Response Team to conduct a fund-raising event (Together We Heal) on October 3, 2026.
- ITEM 4j.** Approve Contract renewal with Chisholm Trail Consulting LLC for engineering services and authorize the Mayor to execute the same.
- ITEM 4k.** Approve the appointment of Cheryl Critchfield to the Historic Preservation Commission with a term to expire June 30, 2029.
- ITEM 4l.** Approve the appointment of Sierra Leatherwood to the Planning Commission to fill a vacated position with an unexpired term to expire June 30, 2027.
- ITEM 4m.** Allow the Christian Center to run their 33rd Annual Jr. High All-Star Cross Country Championships' event at the Sports Complex and waive all associated with the use of the Sports Complex on October 15th and 16th, 2026e-appoint Bob Hunter to the Historic Preservation Commission with a term to expire June 30, 2029.
- ITEM 4n.** Authorize Police Department to declare as surplus shelving and desk and dispose of as deemed appropriate and in accordance with City ordinances.
- ITEM 4o.** Accept an award from the Oklahoma Office of Homeland Security State and Local Cybersecurity Grant Program for \$103,466.40 and authorize the Mayor to execute the same.
- ITEM 4p.** Acceptance of Resolution 2026-19R amending the FY25-26 Budget.
- ITEM 4q.** Approval of the procurement of energy utility services for Fiscal Year 226-2027 pursuant to Section 2-217(f)(5) of the City Purchasing Ordinance, including services provided by PSO, CK Energy, and Summit Utilities.
- ITEM 4r.** Approval of the procurement of telecommunications services for Fiscal Year 2026-27 pursuant to Section 2-217(f)(4) of the City Purchasing Ordinance, including services provided by AT&T, Optimum, and Dobson Technologies.

Motion by Council Member Alexander, second by Council Member Hatchett to approve Consent Docket Items 4a – 4r.

Roll call vote:

Ayes:” Hatchett, Irving, Hebblethwaite, Boyd, Alexander, Talley, Southard, and Grayson.

6:30 p.m.

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

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

No Action Taken.

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

ITEM 6a. **Public Hearing – to discuss and consider application by Bramblett Properties, LLC to rezone Lots 1 through 16 in Block 11 in the Industrial Addition to the City of Chickasha and Lots 1 in Block "A" in the Industrial Addition from R-1 to I-1.**

Public Hearing opened at 7:14 p.m.

There were no objections brought forth.

Public Hearing closed at 7:15 p.m.

ITEM 6b. **Discussion, consideration, and possible action to approve Ordinance 2026-18 to rezone the property located in Lots 1 through 16 in Block 11 in the Industrial Addition to the City of Chickasha and Lots 1 in Block "A" in the Industrial Addition from R-1 to I-1.**

*Motion by Council Member Alexander, second by Council Member Hebblethwaite to approve Ordinance 2026-18 as presented.

Roll call vote:

"Ayes:"	Hatchett, Irving, Hebblethwaite, Boyd, Alexander, Talley, Southard, and Grayson.
"Nays:"	None.
"Abstain:"	None
Motion passed.	8-0

ITEM 6c. **Public Hearing – to discuss and consider application by Edward Daley to rezone property located at 904 S. Grand from AG to C-2.**

Public Hearing opened at 7:16 p.m.

There were no objections brought forth.

Public Hearing closed at 7:18 p.m.

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ITEM 6d. Discussion, consideration, and possible action to approve Ordinance 2026-19 to rezone the property located at 904 S. Grand from AG – C-2.

*Motion by Council Member Southard, second by Council Member Hatchett to approve Ordinance 2026-19 as presented.

Roll call vote:

“Ayes:” Hatchett, Irving, Hebblethwaite, Boyd, Alexander, Talley, Southard, and Grayson.

“Nays:” None.

“Abstain:” None

Motion passed. 8-0

ITEM 6e. Public Hearing – to discuss and consider application of Matthew Storm requesting a Use on Review from the Chickasha Code of Ordinances Sec. 54-329(i)(1) located at 420 Grand Ave.

Public Hearing opened at 7:19 p.m.

There were no objections brought forth.

Public Hearing closed at 7:20 p.m.

ITEM 6f. Discussion, consideration, and possible action to approve Ordinance 2026-16 for a Use on Review from the Chickasha Code of Ordinance Sec. 54-329(i)(1) located at 420 S. Grand Ave. to allow for commercial medical marijuana establishment.

*Motion by Council Member Hebblethwaite, second by Council Member Boyd to approve Ordinance 2026-16 as presented.

Roll call vote:

“Ayes:” Irving, Hebblethwaite, Boyd, Alexander, Talley, and Grayson.

“Nays:” Hatchett and Southard.

“Abstain:” None

Motion passed. 6-2

ITEM 6g. Public Hearing – to discuss and consider application of Dan Andrulonis on behalf of Board of County Commissioners requesting a Use on Review from the Chickasha Code of Ordinances Sec. 54-33 (c) (4), located at 907 Illinois.

Council Member Talley recused himself from the item and left his seat at 7: 23p.m.

Public Hearing opened at 7:23 p.m.

There were no objections brought forth.

Public Hearing closed at 7:25 p.m.

ITEM 6h. Discussion, consideration, and possible action to approve Ordinance 2026-17 for a Use on Review from the Chickasha Code of Ordinance Sec. 54-33(c)(4) located at 907 Illinois to build an emergency management warehouse.

*Motion by Council Member Alexander, second by Council Member Hatchett to approve Ordinance 2026-17 as presented.

Roll call vote:

“Ayes:”	Hatchett, Irving, Hebblethwaite, Boyd, Alexander, Southard, and Grayson.
“Nays:”	None.
“Abstain:”	None
Motion passed.	7-0

Council Member Talley returned to his seat at 7:26 p.m.

ITEM 6i. Discussion, consideration, and possible action to accept a quote in the amount of \$29,000.00 from Medina’s Pavement Solutions, LLC for maintenance work on the parking lot at the Chickasha Sports Complex.

*Motion by Council Member Alexander, second by Council Member Hebblethwaite to accept a quote in the amount of \$29,000.00 from Medina’s Pavement Solutions, LLC for maintenance work on the parking lot at the Chickasha Sports Complex.

Roll call vote:

“Ayes:”	Hatchett, Irving, Hebblethwaite, Boyd, Alexander, Talley, Southard, and Grayson.
“Nays:”	None.
“Abstain:”	None
Motion passed.	8-0

ITEM 6j. Discussion, consideration, and possible action to approve an Interlocal Agreement with Grady County District 2 pertaining to maintenance, construction, improvements and repair of projects within the City of Chickasha.

*Motion by Council Member Hebblethwaite, second by Council Member Boyd to approve an Interlocal Agreement with Grady County District 2 pertaining to

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6:30 p.m.

maintenance, construction, improvements and repair of projects within the City of Chickasha.

Roll call vote:

“Ayes:”	Hatchett, Irving, Hebblethwaite, Boyd, Alexander, Talley, Southard, and Grayson.
“Nays:”	None.
“Abstain:”	None
Motion passed.	8-0

ITEM 6k. Discussion, consideration, and possible action to approve the release of Bond for Enclave Estates for Phase 2 pursuant to Sec. 46-45 – Assurance for completion and maintenance of required improvements.

*Motion by Council Member Hebblethwaite, second by Council Member Hatchett to approve the release of Bond for Enclave Estates for Phase 2 pursuant to Sec. 46-45 – Assurance for completion and maintenance of required improvements.

Roll call vote:

“Ayes:”	Hatchett, Irving, Hebblethwaite, Boyd, Alexander, Talley, Southard, and Grayson.
“Nays:”	None.
“Abstain:”	None
Motion passed.	8-0

ITEM 6l. Discussion, consideration, and possible action to approve Wynn Construction Co., Inc.’s Application for Securities in Lieu of Retainage pursuant to 61 O.S. §113.2 for the Water Treatment Plant Improvements Project (Project No. CMA-2303, FAP-23-0009-L), approve the related Securities Account Control Agreement and any other documents necessary to effectuate the substitution of securities for retained funds, and authorize the Mayor to execute all necessary documents.

*Motion by Council Member Boyd, second by Council Member Hebblethwaite to approve Wynn Construction Co., Inc.’s Application for Securities in Lieu of Retainage pursuant to 61 O.S. §113.2 for the Water Treatment Plant Improvements Project (Project No. CMA-2303, FAP-23-0009-L), approve the related Securities Account Control Agreement and any other documents necessary to effectuate the substitution of securities for retained funds, and authorize the Mayor to execute all necessary documents.

Roll call vote:

“Ayes:”	Hatchett, Irving, Hebblethwaite, Boyd, Alexander, Talley, Southard, and Grayson.
“Nays:”	None.

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“Abstain:” None
Motion passed. 8-0

ITEM 7. **Adjournment:**

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

Meeting adjourned.

Time: 7:32 p.m.

Zachary Grayson, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 20th day of July 2026.

CHICKASHA

Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Claim List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:
Acceptance of the Claim List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rich Edwards, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From)		

V. ATTACHMENTS:

1. AP Council Report - 1891_Redacted

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	MISC ONE-TIME V ANGEL LOPEZ	REFUND BUILDING PERMIT	33.00
		BARBARA WILLIAMSON	BUILDING RENTAL REFUND	125.00
		DODIE SCHNEBERGER	BUILDING DEPOSIT REFUND	125.00
		GLORIA ALFIERI	BUILDING DEPOSIT REFUND	125.00
		KARI WELCH	BUILDING RENTAL REFUND	125.00
		MERRISSA HUNTER	BUILDING RENTAL REFUND	125.00
		TOTAL:		658.00
ADMINISTRATION	GENERAL FUND	COMMERCIAL CLEANING-SOLUTIONS, LLC	JUL26-JAN27 CONTRAC CLEAN	2,080.00
			JUL26-JAN27 CONTRAC CLEAN	726.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	492.31
		CINTAS CORP	CLEANING SUPPLIES FOR CH	77.22
			CLEANING SUPPLIES	70.00
		TRANSFER ACCOUNT	FICA	944.54
			MEDICARE	220.91
		TOTAL:		4,470.98
FIRE ADMINISTRATION	GENERAL FUND	FUELMAN	FLEET REPORT 06/01-30/2026	609.85
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	333.13
			ELECTRIC	255.83
			ELECTRIC	13.86
			ELECTRIC	1,761.20
		GEOSAFE INC	ANNUAL FEE FY27	2,700.00
		OTA PIKEPASS	PIKEPASS	90.26
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	591.92
		SUMMIT UTILITIES	GAS	52.03
			GAS	725.19
		TRANSFER ACCOUNT	FICA	71.74
			MEDICARE	72.49
		TOTAL:		7,277.50
POLICE ADMINISTRATION	GENERAL FUND	OPTIMUM	TV SERVICES - POLICE STAT	1,050.00
		FUELMAN	FLEET REPORT 06/01-30/2026	1,046.24
		GRADY COUNTY LAW ENFORCEMENT CENTER	MONTHLY INCARCERATIONS	325.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	1,889.97
			ELECTRIC	1,166.54
		GEOSAFE INC	ANNUAL FEE FY27	9,000.00
			ANNUAL FEE FY27	2,700.00
		COMMERCIAL CLEANING-SOLUTIONS, LLC	JUL26-JAN27 CONTRAC CLEAN	1,225.00
			JUL26-JAN27 CONTRAC CLEAN	490.00
		HILL, JESSICA	REIMBURSEMENT - OML TRAIN	252.30
		EARNEST, SUSIE	REIMBURSEMENT - FUEL	232.00
		OTA PIKEPASS	PIKEPASS	20.68
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	1,222.20
		SUMMIT UTILITIES	GAS	200.52
		TRANSFER ACCOUNT	FICA	725.49
			MEDICARE	169.67
		UNIFIRST HOLDINGS, L.P.	UNIFORMS - ALL DEPART	21.79
			UNIFORMS - ALL DEPART	21.79
			UNIFORMS - ALL DEPART	21.79
			UNIFORMS - ALL DEPART	21.79
		TOTAL:		21,802.77
EMERGENCY MANAGEMENT	GENERAL FUND	FUELMAN	FLEET REPORT 06/01-30/2026	247.83
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	5.35
			ELECTRIC	1.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ELECTRIC	0.85
			ELECTRIC	21.85
		TRANSFER ACCOUNT	FICA	214.61
			MEDICARE	<u>50.19</u>
			TOTAL:	542.66
CEMETERY SERVICES	GENERAL FUND	OTA PIKEPASS	PIKEPASS	3.58
		TRANSFER ACCOUNT	FICA	102.72
			MEDICARE	24.02
		UNIFIRST HOLDINGS, L.P.	CEMETERY TEMPS UNIFORMS	14.11
			CEMETERY TEMPS UNIFORMS	46.04
			CEMETERY TEMPS UNIFORMS	14.11
			CEMETERY TEMPS UNIFORMS	45.54
			CEMETERY TEMPS UNIFORMS	14.11
			CEMETERY TEMPS UNIFORMS	14.11
			CEMETERY TEMPS UNIFORMS	47.54
			CEMETERY TEMPS UNIFORMS	47.40
		WYNN, JEFFREY	INTERMENTS JUN-AUG 2026	<u>7,500.00</u>
			TOTAL:	7,873.28
HUMAN RESOURCES	GENERAL FUND	TRANSFER ACCOUNT	FICA	322.04
			MEDICARE	75.32
		MOTIONWORKS PHYSICAL THERAPY	DRUG SCREENS FY 27	<u>35.00</u>
			TOTAL:	432.36
LIBRARY	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	2,308.64
		COMMERCIAL CLEANING-SOLUTIONS, LLC	JUL26-JAN27 CONTRAC CLEAN	1,722.00
		SUMMIT UTILITIES	GAS	645.11
		TRANSFER ACCOUNT	FICA	738.72
			MEDICARE	<u>172.78</u>
			TOTAL:	5,587.25
STREET & STORM DRAINAG	GENERAL FUND	FUELMAN	FLEET REPORT 06/01-30/2026	1,920.77
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	18.86
			ELECTRIC	1.34
			ELECTRIC	83.84
			ELECTRIC	12,625.40
		COOPER, ONDREEA	MILEAGE REIMBURSEMENT	70.39
		OTA PIKEPASS	PIKEPASS	10.74
		TRANSFER ACCOUNT	FICA	175.86
			MEDICARE	41.13
		UNIFIRST HOLDINGS, L.P.	UNIFORMS - ALL DEPART	206.61
			UNIFORMS - ALL DEPART	170.31
			UNIFORMS - ALL DEPART	299.16
			UNIFORMS - ALL DEPART	169.58
		DOLESE BROS CO	CONCRETE	1,410.00
		BARRINGTON ELECTRIC	OPEN PO	660.00
			OPEN PO	761.00
			OPEN PO	2,781.00
			OPEN PO	<u>175.00</u>
			TOTAL:	21,580.99
FLEET MAINTENANCE	GENERAL FUND	AEROTEK, ALLEGIS GROUP HOLDINGS, INC	CONTRACT LABOR	2,807.20
			CONTRACT LABOR	2,934.56
			CONTRACT LABOR	2,140.32
			CONTRACT LABOR	1,015.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CONTRACT LABOR	3,545.78
			CONTRACT LABOR	2,277.20
			CONTRACT LABOR	63.86
		TRANSFER ACCOUNT	FICA	125.86
			MEDICARE	29.44
		UNIFIRST HOLDINGS, L.P.	FLEET TEMPS UNIFORMS	9.71
			FLEET TEMPS UNIFORMS	9.03
			FLEET TEMPS UNIFORMS	<u>9.03</u>
			TOTAL:	14,966.99
ACCOUNTING SERVICES	GENERAL FUND	CULLIGAN	WATER DELIVERY	63.75
			CH COOLER RENTAL	26.00
		TRANSFER ACCOUNT	FICA	721.57
			MEDICARE	168.76
		CRAWFORD AND ASSOCIATES PC	PROF SERVICES FY27	<u>25,802.50</u>
			TOTAL:	26,782.58
COMM DEVEL/PLANNING SE	GENERAL FUND	THE NORMAN TRANSCRIPT	PUBLICATIONS/PLAN	52.30
			PUBLICATIONS/PLAN	53.40
			PUBLICATIONS/PLAN	54.06
			PUBLICATIONS/PLAN	56.48
			PUBLICATIONS/PLAN	58.68
			PUBLICATIONS/PLAN	118.74
			PUBLICATIONS/PLAN	59.56
		TRANSFER ACCOUNT	FICA	298.87
			MEDICARE	<u>69.90</u>
			TOTAL:	821.99
GENERAL GOVERNMENT	GENERAL FUND	IRON MOUNTAIN INC.	SHREDDING	180.94
		FUELMAN	EXT NET, MONTH BILL, REG F	1,739.16
		CIVIC PLUS	CIVIC PLUS ANNUAL FEES	14,682.64
		QUADIENT LEASING USA, INC	MAIL MACHINE LEASE POSTAG	300.06
		AMANDA MULLINS, PLLC	LEGAL FEES MONTHLY	12,820.00
		COALIGN GROUP LLC	CONSULTING FEE	5,000.00
		THE CHILDS LAW FIRM, PLLC	LEGAL FEES- ADMIN INVEST	960.00
		STANDLEY SYSTEMS	CONTRACTED MANAGED IT	19,864.00
		MARGARET MCMORROW-LOVE	LEGAL FEES	<u>153.00</u>
			TOTAL:	55,699.80
BUILDING SERVICES	GENERAL FUND	FUELMAN	FLEET REPORT 06/01-30/2026	521.72
		TRANSFER ACCOUNT	FICA	389.38
			MEDICARE	<u>91.07</u>
			TOTAL:	1,002.17
FIRE OPERATIONS	GENERAL FUND	FUELMAN	FLEET REPORT 06/01-30/2026	2,571.84
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	12,612.20
		TRANSFER ACCOUNT	MEDICARE	1,335.81
		GRADY MEMORIAL HOSPITAL dba FIVE OAKS	STAFF PHYSICALS	<u>652.00</u>
			TOTAL:	17,171.85
PATROL SERVICES	GENERAL FUND	FUELMAN	FLEET REPORT 06/01-30/2026	4,780.09
		AXON ENTERPRISE INC	NEW TASERS	4,893.57
		VALOR DEFENSE DEPOT, LLC	AMMO FOR FY27	20,124.60
		OTA PIKEPASS	PIKEPASS	59.84
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	6,662.63
		TRANSFER ACCOUNT	FICA	3,897.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE	911.60
			TOTAL:	41,330.24
INVESTIGATIONS	GENERAL FUND	OTA PIKEPASS	PIKEPASS	18.97
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	399.57
		TRANSFER ACCOUNT	FICA	251.99
			MEDICARE	58.93
			TOTAL:	729.46
ANIMAL CONTROL	GENERAL FUND	FUELMAN	FLEET REPORT 06/01-30/2026	281.34
		PET MEDICAL VETERINARY HOSPITAL PLLC	PET MEDICAL VETERINARY HOS	1,500.00
		OTA PIKEPASS	PIKEPASS	8.18
		SUMMIT UTILITIES	GAS	134.18
		TRANSFER ACCOUNT	FICA	327.53
			MEDICARE	76.60
			TOTAL:	2,327.83
MUNICIPAL COURT	GENERAL FUND	TRANSFER ACCOUNT	FICA	114.40
			MEDICARE	26.75
			TOTAL:	141.15
DISPATCH SERVICES	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	255.84
		TRANSFER ACCOUNT	FICA	630.88
			MEDICARE	147.54
			TOTAL:	1,034.26
CODE COMPLIANCE	GENERAL FUND	FUELMAN	FLEET REPORT 06/01-30/2026	1,130.46
		THE NORMAN TRANSCRIPT	PUBLICATIONS/CODE	138.98
			PUBLICATIONS/CODE	76.72
			PUBLICATIONS/CODE	76.72
		WEBB OIL ROLLOFFS INC	DUMPSTERS	3,327.70
		TRANSFER ACCOUNT	FICA	216.71
			MEDICARE	50.68
		WASHITA CONSTRUCTION & RENOVATION	DEMO	7,150.00
			TOTAL:	12,167.97
PARK MAINTENANCE	GENERAL FUND	HERC RENTALS CHICKASHA	BOOM RENTAL FOR NETTING	1,109.92
		FUELMAN	FLEET REPORT 06/01-30/2026	1,408.71
		CHEROKEE TEMPS, INC.	CONTRACT LABOR - 3 WEEKS	6,434.22
			CONTRACT LABOR - 3 WEEKS	5,264.38
			CONTRACT LABOR - 3 WEEKS	5,361.24
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	32.67
			ELECTRIC	165.91
			ELECTRIC	2,047.11
		SUMMIT UTILITIES	GAS	115.47
			GAS	77.40
		SMALL ENGINE SERVICE	2 NEW EDGRS & OTHR REPAIR	695.82
			2 NEW EDGRS & OTHR REPAIR	720.00
		TRANSFER ACCOUNT	FICA	1,018.44
			MEDICARE	238.20
		UNIFIRST HOLDINGS, L.P.	UNIFORMS - ALL DEPART	103.98
			UNIFORMS - ALL DEPART	103.98
			UNIFORMS - ALL DEPART	120.11
			UNIFORMS - ALL DEPART	366.90
			TOTAL:	25,384.46

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
SPORTS COMPLEX	GENERAL FUND	CHEROKEE TEMPS, INC.	CONTRACT LABOR - 3 WEEKS	3,010.89
			CONTRACT LABOR - 3 WEEKS	2,803.19
			CONTRACT LABOR - 3 WEEKS	2,440.59
		PUBLIC SERVICE COMPANY OF OKLAHOMA SUMMIT UTILITIES TRANSFER ACCOUNT	ELECTRIC	3,360.87
			GAS	102.03
			FICA	93.33
			MEDICARE	<u>21.83</u>
			TOTAL:	11,832.73
SHANNON SPRINGS (FOL)	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	255.84
			ELECTRIC	<u>1,799.28</u>
			TOTAL:	2,055.12
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	FUELMAN T-MOBILE USA INC OKLAHOMA FIREFIGHTERS TRANSFER ACCOUNT	FLEET REPORT 06/01-30/2026	6,346.48
			MOBILE HOTSPOTS	222.95
			FIRE PENSION	5,601.80
			MEDICARE	<u>648.08</u>
			TOTAL:	12,819.31
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	ECONOMIC DEVELOPMENT COUN PUBLIC SERVICE COMPANY OF OKLAHOMA LESLIE EDWARDS	EDC MONTHLY	34,791.00
			ELECTRIC	128.06
			LESLIE EDWARDS	<u>650.00</u>
			TOTAL:	35,569.06
UTILITY BILLING	CHICKASHA MUNICIPA	MATRIX / DATAPROSE BIRDDOCS, LLC TRANSFER ACCOUNT	PRINT/MAIL	5,180.47
			DOCUMENT SHREDDING	118.73
			FICA	342.80
			MEDICARE	<u>80.17</u>
			TOTAL:	5,722.17
CMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	LUCKINBILL CONSTRUCTION CO. LLC TULSA WINWATER CO	INSPECTION	1,150.00
			2132Z1 UND REV RG (17)	2,942.19
			16 TOP BOLT 2 BOLT COUPLI	<u>3,007.06</u>
			TOTAL:	7,099.25
CMA GENERAL	CHICKASHA MUNICIPA	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	PROFESSIONAL SERVICES	128.10-
			PROFESSIONAL SERVICES	1,612.50
			PROFESSIONAL SERVICES	<u>1,762.50</u>
			TOTAL:	3,246.90
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	442.80
			MEDICARE	<u>103.56</u>
			TOTAL:	546.36
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	180.88
			MEDICARE	42.30
		UNIFIRST HOLDINGS, L.P.	UNIFORMS - ALL DEPART	18.08
			UNIFORMS - ALL DEPART	18.08
			UNIFORMS - ALL DEPART	18.08
			UNIFORMS - ALL DEPART	18.08
			UNIFORMS - ALL DEPART	18.08
		WASTE CONNECTIONS OF OKLAHOMA INC	TRASH SERVICES	<u>220,681.16</u>
			TOTAL:	220,976.66
WATER PLANT	CHICKASHA MUNICIPA	FT COBB RES MAS CONS DIST	JUL26 - AUG26	42,801.88
			AUG26 - SEPT26	42,801.89
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	2,529.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			ELECTRIC	185.72
			ELECTRIC	67.50
			ELECTRIC	51.31
		SUMMIT UTILITIES	GAS	<u>1,010.38</u>
			TOTAL:	89,448.19
WASTEWATER PLANT	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	5,971.95
			ELECTRIC	310.59
			ELECTRIC	607.47
			ELECTRIC	55.94
		SUMMIT UTILITIES	GAS	<u>52.03</u>
			TOTAL:	6,997.98
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	FUELMAN	FLEET REPORT 06/01-30/2026	678.97
		DITCH WITCH OF OKLAHOMA	AIR COMPRESSOR	510.00
		GREAT PLAINS, LLC dba OKIE RENTS	TAP MACHINE	328.84
		AEROTEK, ALLEGIS GROUP HOLDINGS, INC	CONTRACT LABOR	936.00
		OTA PIKEPASS	PIKEPASS	65.70
		TRANSFER ACCOUNT	FICA	798.67
			MEDICARE	186.80
		UNIFIRST HOLDINGS, L.P.	LINE TEMPS UNIFORMS	318.11
			UNIFORMS - ALL DEPART	85.97
			LINE TEMPS UNIFORMS	665.56
			UNIFORMS - ALL DEPART	85.97
			UNIFORMS - ALL DEPART	85.97
			LINE TEMPS UNIFORMS	11.68
			UNIFORMS - ALL DEPART	<u>86.99</u>
			TOTAL:	4,845.23
LAKE CHICKASHA	CHICKASHA MUNICIPA	TRANSFER ACCOUNT	FICA	60.98
			MEDICARE	<u>14.26</u>
			TOTAL:	75.24
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	2,020.08
		COMMERCIAL CLEANING-SOLUTIONS, LLC	JUL26-JAN27 CONTRAC CLEAN	1,735.00
			JUL26-JAN27 CONTRAC CLEAN	265.00
		SUMMIT UTILITIES	GAS	754.16
			GAS	110.40
		TRANSFER ACCOUNT	FICA	101.44
			MEDICARE	23.72
		UNIFIRST HOLDINGS, L.P.	UNIFORMS - ALL DEPART	13.00
			UNIFORMS - ALL DEPART	21.56
			UNIFORMS - ALL DEPART	13.00
			UNIFORMS - ALL DEPART	16.54
			UNIFORMS - ALL DEPART	<u>887.50</u>
			TOTAL:	4,186.40
STORMWATER MANAGEMENT	CHICKASHA MUNICIPA	RANDALL SCOTT VAUGHN dba CHISOLM TRAIL	ENGINEERING	525.00
		MESHEK & ASSOCIATES, PLC.	FLOOD MITIGATION PLAN	23,246.23
			FLOOD MITIGATION PLAN	<u>24,826.45</u>
			TOTAL:	48,597.68
WATER PLANT PROJECT 20	CHICKASHA MUNICIPA	WYNN CONSTRUCTION CO.,INC	WTP CONSTRUCTION	<u>4,141,750.00</u>
			TOTAL:	4,141,750.00
AIRPORT	AIRPORT	FUELMAN	FLEET REPORT 06/01-30/2026	884.30

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		CHEROKEE TEMPS, INC.	CONTRACT LABOR	879.75
			CONTRACT LABOR	650.25
			CONTRACT LABOR	478.13
			CONTRACT LABOR	688.50
		ASAP ENERGY, INC	AIRPORT FUEL	20,279.70
			AIRPORT FUEL	25,674.70
		PUBLIC SERVICE COMPANY OF OKLAHOMA	ELECTRIC	1,670.30
		COMMERCIAL CLEANING-SOLUTIONS, LLC	JUL26-JAN27 CONTRAC CLEAN	850.00
		TOUCAN PRODUCTIONS, INC	TOUCAN PRODUCTIONS, INC	999.91
		SUMMIT UTILITIES	GAS	61.03
		TRANSFER ACCOUNT	FICA	145.98
			MEDICARE	34.14
		UNIFIRST HOLDINGS, L.P.	UNIFORMS - ALL DEPART	38.17
			UNIFORMS - ALL DEPART	61.92
			UNIFORMS - ALL DEPART	38.17
			UNIFORMS - ALL DEPART	<u>50.17</u>
			TOTAL:	53,485.12
CAPITAL PROJECTS	CAPITAL PROJECTS F	KEYSTONE SERVICES, INC	CRACK SEAL @ SPRTS CMPLX	<u>47,796.25</u>
			TOTAL:	47,796.25
POLICE BOND	POLICE BOND FUND	CLEET	CLEET FEES FY27	691.42
		OSBI	AFIS FEES FY27	691.42
			FORENSIC FEES FY27	<u>662.15</u>
			TOTAL:	2,044.99
COMBINED INSURANCE	COMBINED INSURANCE	PARHAM BODY SHOP	HAIL DENT REPAIR - #7454	4,020.75
		OMAG	DEDUCTIBLE - JERVIS	3,000.00
			DEDUCTIBLE - WOMACK	<u>3,000.00</u>
			TOTAL:	10,020.75
NON-DEPARTMENTAL	AP/PAYROLL CASH FU			334.11
				151.99
				92.30
				180.00
				4.61
				9.87
				77.51
		OKLAHOMA FIREFIGHTERS	FIRE PENSION BUY BACK	174.01
			FIRE PENSION	12,089.54
		CITY OF CHICKASHA-(ACH) OKLAHOMA POLIC	POLICE PENSION	5,325.69
		OKLAHOMA MUNICIPAL RETIRE	OMRF3	492.31
		TRANSFER ACCOUNT	ENTITY 0037102001	7,741.77
			PEHP 0045685001	3,285.60
			FEDERAL WITHHOLDING	28,096.42
			STATE INCOME TAX	11,232.00
			FICA	13,456.14
			MEDICARE	5,186.65
		CITY OF CHICKASHA FLEX SPENDING ACCOUN	UNREIMBURSED MEDICAL 23-19	<u>1,997.09</u>
			TOTAL:	89,927.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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===== FUND TOTALS =====

11	GENERAL FUND	283,674.39
23	EMERGENCY MED SERV FUND	12,819.31
25	CHICKASHA INDUST AUTH	35,569.06
31	CHICKASHA MUNICIPAL AUTH	4,533,492.06
39	AIRPORT	53,485.12
52	CAPITAL PROJECTS FUND	47,796.25
64	POLICE BOND FUND	2,044.99
71	COMBINED INSURANCE	10,020.75
99	AP/PAYROLL CASH FUND	89,927.61

GRAND TOTAL:	5,068,829.54

TOTAL PAGES: 8

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 7/08/2026 THRU 7/21/2026

PAYROLL SELECTION

PAYROLL EXPENSES: NO
EXPENSE TYPE: N/A
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT FOR 07.20.2026
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

CHICKASHA

Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: City Clerk

Agenda Item No. 4.c.

AGENDA ITEM: Acknowledge receipt of the Economic Development Council of Chickasha, Inc. Check Detail Report for June 2026.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From)		

V. ATTACHMENTS:

1. 20260714162220706

Economic Development Council of Chickasha, Inc.

Check Detail Report

June 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
101.1 First National 0401						
06/08/2026	Check	8230	Chickasha Chamber of Commerce	June 2026	Uncleared	-1,966.83
06/08/2026	Check	8230	Chickasha Chamber of Commerce	Voided	Uncleared	1,966.83
06/08/2026	Check	8228	Vitus Investments	June 2026	Uncleared	0.00
06/08/2026	Check	8228	Vitus Investments		Uncleared	0.00
06/08/2026	Check	8229	Public Service Company of Oklahoma		Uncleared	-43.59
06/08/2026	Check	8229	Public Service Company of Oklahoma		Uncleared	43.59
06/09/2026	Check	8231	Vitus Investments	Replaced Voided Check 8228	Uncleared	-300.00
06/09/2026	Check	8231	Vitus Investments		Uncleared	300.00
06/12/2026	Check	8232	Chief Drive-in Theatre		Uncleared	-4,500.00
06/12/2026	Check	8232	Chief Drive-in Theatre	Well impact support	Uncleared	4,500.00
06/12/2026	Check	8233	Express Employment Professionals	Invoice #s 33937280, 33966453, 33997539	Uncleared	-1,981.20
06/12/2026	Check	8233	Express Employment Professionals	Invoice # 33937280		177.80
06/12/2026	Check	8233	Express Employment Professionals	Invoice # 33966453		914.40
06/12/2026	Check	8233	Express Employment Professionals	Invoice # 33997539		889.00
06/12/2026	Check	8234	KSWO	Invoice # 4163249-5	Uncleared	-1,000.00
06/12/2026	Check	8234	KSWO	Invoice # 4163249-5		1,000.00
06/16/2026	Check	8235	Mollman Outdoor	Invoice No.: Q41991	Uncleared	-250.00
06/16/2026	Check	8235	Mollman Outdoor	Invoice No.: Q41991		250.00
06/30/2026	Check	8236	Visa	Voided - Cowan 9353 - Replaced by Check 8253	Uncleared	0.00
06/30/2026	Check	8236	Visa	Cowan 9353		0.00
06/30/2026	Check	8237	Philadelphia Insurance Companies	Acct 78881261	Uncleared	-2,116.00
06/30/2026	Check	8237	Philadelphia Insurance Companies	Acct 78881261		2,116.00
06/30/2026	Check	8238	Big Johns Lawn Care	Account # 0442 / Invoice # 16880	Uncleared	-2,555.00
06/30/2026	Check	8238	Big Johns Lawn Care	Account # 0442 / Invoice # 16880		2,555.00
06/30/2026	Check	8239	Angel, Johnston & Blasingame, P.C.	Client ID: 2234 / Invoice # 61294	Uncleared	-275.00
06/30/2026	Check	8239	Angel, Johnston & Blasingame, P.C.	Client ID: 2234 / Invoice # 61294		275.00
06/30/2026	Check	8240	Delta Dental of Oklahoma	Group # 0016706-0001 / Invoice 2317390	Uncleared	-70.00
06/30/2026	Check	8240	Delta Dental of Oklahoma	Group # 0016706-0001 / Invoice 2317390		70.00
06/30/2026	Check	8241	VSP Vision Care	Client ID: 30099313 / Statement #: 825441357	Uncleared	-14.97
06/30/2026	Check	8241	VSP Vision Care	Client ID: 30099313 / Statement #: 825441357		14.97
06/30/2026	Check	8242	Express Services	Invoice 34028319	Uncleared	-939.80
06/30/2026	Check	8242	Express Services	Invoice 34028319		939.80

Economic Development Council of Chickasha, Inc.

Check Detail Report

June 2026

TRANSACTION DATE	TRANSACTION TYPE	NUM	NAME	DESCRIPTION	CLEARED	AMOUNT
06/30/2026	Check	8253	Visa	Credit card ending in 9353 Cowan	Uncleared	-3,399.08
06/30/2026	Check	8253	Visa	Zoom		15.99
06/30/2026	Check	8253	Visa	Jimmys Egg - Meeting w/ City Manager		35.39
06/30/2026	Check	8253	Visa	GoDaddy		239.88
06/30/2026	Check	8253	Visa	USA Today		19.99
06/30/2026	Check	8253	Visa	Wall Street Journal		39.99
06/30/2026	Check	8253	Visa	Crafty Queen		163.15
06/30/2026	Check	8253	Visa	OpenAI ChatGPT		20.00
06/30/2026	Check	8253	Visa	Luigi's - Lt. Gov. Lunch w/ Stakeholders		260.56
06/30/2026	Check	8253	Visa	Ben & Jays - Business Lunch		28.86
06/30/2026	Check	8253	Visa	AskGPT App		19.99
06/30/2026	Check	8253	Visa	International Trans Fee		0.56
06/30/2026	Check	8253	Visa	GoDaddy		239.88
06/30/2026	Check	8253	Visa	LinkedIn		39.99
06/30/2026	Check	8253	Visa	CVS Pharmacy		25.16
06/30/2026	Check	8253	Visa	Hostgator.com		593.61
06/30/2026	Check	8253	Visa	Sam's Club Renewal		120.00
06/30/2026	Check	8253	Visa	John R Holt		157.08
06/30/2026	Check	8253	Visa	Intuit Quickbooks		1,379.00

CHICKASHA

Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: Finance

Agenda Item No. 4.d.

AGENDA ITEM: Approve a Participation Agreement with Sourcewell to provide access to Sourcewell's Cooperative Purchasing Program and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve a Participation Agreement with Sourcewell to provide access to Southwell's Cooperative Purchasing Program and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rich Edwards, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From)		

V. ATTACHMENTS:

1. sourcewell-participation-agreement

Sourcewell Cooperative Purchasing Program Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a Transaction Document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

- 2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement in its respective jurisdiction.
- 2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity’s completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.
- 2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.
- 2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.
- 2.7 Sourcewell’s Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.
- 2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2024.

Sourcewell:

DocuSigned by:
By Greg Zylka
6BD483769B484F1
Authorized Signature – Signed

By Greg zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 1/22/2024 | 8:34 PM CST

Participating Entity:

By _____
Authorized Signature – Signed

By _____
Name – Printed
Title _____
Date _____

DocuSigned by:
By Linda Arts
0EF5785E1EAD4CF...
Authorized Signature – Signed

By Linda Arts
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 1/23/2024 | 2:01 PM CST

Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name* _____

Address* _____

City* _____

State Code* _____ Zip Code* _____

Country* _____

Employer Identification Number _____

Website _____

Contact person* (First, Last) _____

Job Title* _____

Email completed agreement to:

service@sourcewell-mn.gov

You may also mail the completed agreement to:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

Job Role

Administrator
Department Head
Department Purchaser
Human Resources
Procurement Officer
Teacher
Other

Department

Administration
Dining/Food Service
Facilities/Operations
Fleet/Transportation
Human Resources
Information Technology
Parks, Recreation & Athletics
Public Safety/Security
Public Works/Utilities
Purchasing & Finance

Email* _____

Phone* _____

Organization Type:

Government

County
Federal
Municipality
Province/Territory
Special District
State
Township
Tribal

Education

Local Education Agency (Public K-12 and Pre-K)
Private Local Education Agency (Private K-12)
Private Higher Education
Public Higher Education

Nonprofit

Documentation demonstrating nonprofit status is required when submitting application.

Church
Medical Facility
Other

Referred by

Advertisement
Colleague/Friend
Conference/Trade Show _____
Supplier
Search Engine/Web Search
Sourcewell Employee

**Denotes required information*

CHICKASHA

Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: Fire Department

Agenda Item No. 4.e.

AGENDA ITEM: Declare as surplus a set of Genesis extrication tools and dispose of in accordance with City Ordinance.

I. BACKGROUND/DESCRIPTION:

This set of tools has been sitting for over 8 years. The tools will be donated to the Grady County Fire Department and utilized at a station in our EMS response area. We currently have 2 sets of battery-operated tools and 1 hydraulic set as a backup.

II. RECOMMENDED ACTION:

Staff recommends the surplus of the extrication tools ad donation to the Grady County Fire Department.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: Administration

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action to approve a Master Agreement for Professional Services and Service Order No. 200 between the City of Chickasha and ADG Blatt for professional engineering and architectural services related to the Chickasha Municipal Airport, including a topographic survey, preliminary lift station review, preliminary utility design, preliminary drainage analysis, and coordination services, in an amount not to exceed \$52,400, and authorize the Mayor to execute all necessary documents.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve a Master Agreement for Professional Services and Service Order No. 200 between the City of Chickasha and ADG Blatt for professional engineering and architectural services related to the Chickasha Municipal Airport, including a topographic survey, preliminary lift station review, preliminary utility design, preliminary drainage analysis, and coordination services, in an amount not to exceed \$52,400, and authorize the Mayor to execute all necessary documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From)		

V. ATTACHMENTS:

1. 20260714154842601
2. 20260714154900308

AIA[®] Document B121[™] – 2018

Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders

AGREEMENT made as of the 24th day of June in the year 2026
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Chickasha
Attn: Mr. Zachary Grayson
City Hall, 2nd Floor 117 N. 4th Street
Chickasha, Oklahoma 73018

and the Architect:
(Name, legal status, address, and other information)

ADG Blatt
920 W. Main Street
Oklahoma City, Oklahoma 73106

The Owner and Architect agree to this non-exclusive agreement as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221[™]–2018, Service Order for use with Master Agreement Between Owner and Architect

TABLE OF ARTICLES

1	MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES
2	SERVICE ORDERS
3	ARCHITECT'S RESPONSIBILITIES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COPYRIGHTS AND LICENSES
7	CLAIMS AND DISPUTES
8	TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS
9	COMPENSATION
10	MISCELLANEOUS PROVISIONS
11	SPECIAL TERMS AND CONDITIONS
12	SCOPE OF THIS MASTER AGREEMENT

ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Mr. Zachary Grayson, Mayor, City of Chickasha

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect's behalf with respect to this Master Agreement:

Anthony Blatt, Principal

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User Notes:

(863467601)

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement. Upon request, the Architect may submit Service Orders to Owner for approval.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect's Services; state the Architect's compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT'S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

3.3.1 General Liability

Commercial General Liability with policy limits of not less than One million (\$1,000,000.00) for each occurrence and Two million (\$2,000,000.00) in the aggregate for bodily injury and property damage. The City of Chickasha will be listed as additional insured for this policy.

3.3.2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. The City of Chickasha will be listed as additional insured for this policy.

3.3.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 3.3.1 and 3.3.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

3.3.4 Workers' Compensation

Workers compensation at statutory limits

3.3.5 Employers Liability

Employers Liability with policy limits not less than Five hundred thousand (\$500,000.00) each accident, Five hundred thousand (\$500,000.00) each employee, and Five hundred thousand (\$500,000.00) policy limit.

3.3.6 Professional Liability

Policy limits of not less than Two million (\$2,000,000.00) per claim and Two million (\$2,000,000.00) in the aggregate.

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. Written authorization from the Owner shall be obtained prior to commencement of any additional service work.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a reasonable time regarding requirements for and limitations of each Service Order.

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User Notes:

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§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a reasonable time in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 Within a reasonable time, the Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall endeavor to furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

(Paragraphs deleted)

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

(Paragraph deleted)

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to legal action.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be mutually agreed by the parties.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Agreements requiring City Council approval will not be binding until Council approval is obtained.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 7.3 of this Master Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated, to the extent recoverable under applicable law, for services performed prior to notice of such suspension. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days' written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party

initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated, to the extent recoverable under applicable law, for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner's rights to use the Architect's Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached ADG Blatt 2025 Hourly Rate Schedule

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses, which shall be pre-approved by the Owner, are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .10 Site office expenses; and

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

National Prime as stated in the Wall Street Journal

%

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, or by courier with receipt, or by provable electronic transmission with provided digital response.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects.

This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

(Paragraph deleted)

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Master Agreement.)

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

- .4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

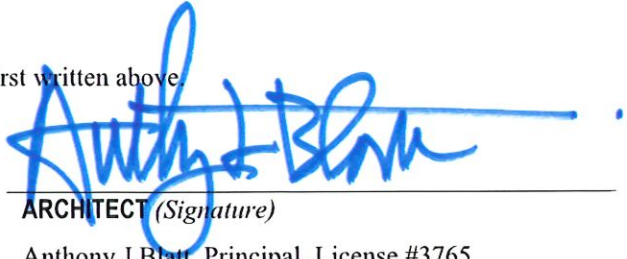
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User Notes:

(863467601)

This Master Agreement entered into as of the day and year first written above



OWNER (Signature)

Mr. Zachary Grayson, Mayor
City of Chickasha
(Printed name and title)

ARCHITECT (Signature)

Anthony J Blatt, Principal, License #3765

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B121™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:08:25 on 07/08/2026.

PAGE 1

AGREEMENT made as of the 24th day of June in the year 2026

...

City of Chickasha
Attn: Mr. Zachary Grayson
City Hall, 2nd Floor 117 N. 4th Street
Chickasha, Oklahoma 73018

...

ADG Blatt
920 W. Main Street
Oklahoma City, Oklahoma 73106
The Owner and Architect agree to this non-exclusive agreement as follows.

PAGE 2

Mr. Zachary Grayson, Mayor, City of Chickasha

...

Anthony Blatt, Principal

PAGE 3

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement. Upon request, the Architect may submit Service Orders to Owner for approval.

...

~~.1~~ 3.3.1 General Liability

Commercial General Liability with policy limits of not less than One million (\$1,000,000.00) for each occurrence and Two million (\$2,000,000.00) in the aggregate for bodily injury and property damage.
The City of Chickasha will be listed as additional insured for this policy.

3.3.2 Automobile Liability

~~.2 Automobile Liability~~ Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of

those motor vehicles, along with any other statutorily required automobile coverage. The City of Chickasha will be listed as additional insured for this policy.

3.3.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 3.3.1 and 3.3.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

.3 — 3.3.4 Workers' Compensation

Workers compensation at statutory limits

3.3.5 Employers Liability

.4—Employers Liability with policy limits not less than Five hundred thousand (\$500,000.00) each accident, Five hundred thousand (\$500,000.00) each employee, and Five hundred thousand (\$500,000.00) policy limit.

3.3.6 Professional Liability

Policy limits of not less than Two million (\$2,000,000.00) per claim and Two million (\$2,000,000.00) in the aggregate.

PAGE 4

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3. Written authorization from the Owner shall be obtained prior to commencement of any additional service work.

...

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or ~~budget~~, ~~budget for Cost of the Work~~, or procurement or delivery method;

...

§ 5.1 The Owner shall provide information in a ~~timely manner~~ reasonable time regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a ~~timely manner~~ reasonable time in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

PAGE 5

§ 5.5 ~~The~~ Within a reasonable time, the Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall endeavor to furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

...

~~§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official~~

regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

~~§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.~~

~~§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

...

~~§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.~~

PAGE 6

~~§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. legal action.~~

~~§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. mutually agreed by the parties.~~

~~§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall~~

be enforceable as settlement agreements in any court having jurisdiction thereof. Agreements requiring City Council approval will not be binding until Council approval is obtained.

...

[☒] Litigation in a court of competent jurisdiction

...

§ 7.3 Arbitration

§ 7.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.~~

§ 7.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

§ 7.3.2 ~~The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

§ 7.3.3 ~~The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 7.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 7.3.4.3 ~~The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.~~

§ 7.4 ~~The provisions of this Article 7 shall survive the termination of a Service Agreement.~~

...

§ 8.2 ~~If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated compensated, to the extent recoverable under applicable law, for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be ~~compensated~~ compensated, to the extent recoverable under applicable law, for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ ~~8.7~~ In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

~~.1~~ — Termination Fee:

~~.2~~ — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

...

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~

...

See Attached ADG Blatt 2025 Hourly Rate Schedule

Employee or Category	Rate (\$0.00)
----------------------	---------------

...

§ 9.4.1 ~~Reimbursable Expenses~~ Expenses, which shall be pre-approved by the Owner, are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- ~~.1~~ Transportation and authorized out-of-town travel and subsistence;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~.3~~ Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~.4~~ Printing, reproductions, plots, and standard form documents;

...

- ~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ Site office expenses; and
- ~~.11~~ Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (—%) of the expenses incurred consultants.

PAGE 8

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

National Prime as stated in the Wall Street Journal

...

§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, ~~by mail, by courier, or by electronic transmission or by courier with receipt, or by provable electronic transmission with provided digital response.~~

PAGE 9

§ 10.9 The parties shall agree upon ~~written~~ protocols governing the transmission and use of, ~~and reliance on, of~~ Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

~~§ 10.10 For each Service Agreement, terms not defined in this Master Agreement or in the Service Order shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.~~

...

- .2 ~~Building Information Modeling Exhibit, if completed:~~ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Master Agreement.)

PAGE 10

Mr. Zachary Grayson, Mayor
City of Chickasha

Anthony J Blatt, Principal, License #3765

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Cheryl Stewart, Office Coordinator, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:08:25 on 07/08/2026 under Order No. 20250091004 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ – 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.

Cheryl Stewart
(Signed)

Office Coordinator
(Title)

7/8/2026
(Dated)



2026 Rate Sheet

Employee Type	Billing Rate
Administrative	\$ 135.00
Architectural BIM Specialist	\$ 90.00
BIM Manager	\$ 130.00
Designer	\$ 145.00
Director of Architecture	\$ 175.00
Director of Branding & Business Development	\$ 155.00
Director of Construction Administration Services	\$ 205.00
Director of Design	\$ 240.00
Director of Interior Design	\$ 155.00
Director of Program Management	\$ 225.00
Interior Designer	\$ 115.00
Intern Architect	\$ 110.00
Marketing Coordinator	\$ 100.00
Partner	\$ 245.00
Project Architect	\$ 150.00
Project Coordinator	\$ 115.00
Project Manager	\$ 145.00
Project Resource Specialist	\$ 145.00
Senior Construction Administrator	\$ 115.00
Senior Construction Observer	\$ 130.00
Senior Interior Design	\$ 135.00
Senior Landscape Architect	\$ 140.00
Senior Project Manager	\$ 180.00
Senior Project Architect	\$ 155.00
Student Intern	\$ 65.00
Expert Testimony	\$ 370.00
Reimbursable Expenses	cost
Mileage	current IRS Rate

AIA[®] Document B221[™] – 2018

Service Order for use with *Master Agreement Between Owner and Architect*

SERVICE ORDER number 200 made as of the 8th day of July in the year 2026

BETWEEN the Owner:

(Name, legal status, address, and other information)

City of Chickasha
Attn: Mr. Zachary Grayson
City Hall, 2nd Floor 117 N. 4th Street
Chickasha, Oklahoma 73018

and the Architect:

(Name, legal status, address, and other information)

ADG Blatt
920 W. Main Street
Oklahoma City, Oklahoma 73106

for the following **PROJECT**:

(Name, location, and detailed description)

Professional Services for the City of Chickasha and Chickasha Municipal Airport

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the 19th day of February in the year 2026

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121[™]–2018, Standard Form of Master Agreement Between Owner and Architect

Init.

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User Notes:

(1262833018)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	SERVICES UNDER THIS SERVICE ORDER
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	COMPENSATION
5	INSURANCE
6	PARTY REPRESENTATIVES
7	ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(Paragraph deleted)

ADG Blatt and Wallace Engineering will provide professional services to the City of Chickasha including for scopes of work associated with the Chickasha Municipal Airport.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

Professional Services for this Service Order include the following:

- New Topographic Survey addressing gaps in owner provided survey information
- Preliminary Analysis / Consideration for reuse of existing City lift station
- Preliminary Analysis / Design regarding downstream utilities including confirmation of public water and sanitary sewer
- Preliminary Analysis and Review of existing drainage basins including airport property
- City Meetings / Coordination with City of Chickasha Consultants

§ 2.1.2 Additional Services

1. Services of Professional Engineers or Consultants other than as specifically noted in the Scope of Services
2. Preparation of Documents for Construction
3. Construction Observation Services
4. Destructive or Forensic Analysis
5. Services outside of those specifically listed in Basic Services above

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

Init.

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User Notes:

(1262833018)

.1 Commencement of construction date:

TBD

.2 Substantial Completion date:

TBD

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

Professional Services Fees:

Services associated with the Chickasha Municipal Airport include the following:

• Topographic Survey	\$13,000
• Lift Station review and consideration	\$7,200
• Preliminary Utility Design	\$14,200
• Preliminary Drainage Analysis	\$11,600
• Meetings with City / City Consultants	\$6,400

Subtotal Professional Services:	\$52,400
--	-----------------

See attached Exhibit A in the Master Agreement B121-2018 for the ADG|Blatt 2025 Hourly Rate Schedule.

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Paragraph deleted)

See attached Exhibit A in the Master Agreement B121-2018 for the ADG|Blatt 2025 Hourly Rate Schedule. Rates are subject to change on an annual basis, renewing January 1 of each calendar year.

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Paragraph deleted)

See Section 9.4 in the Master Agreement B121-2018 for eligible reimbursable expenses.

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

N/A

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

(Paragraph deleted)

Coverage	Limits
N/A	N/A

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

Init.

TBD

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Anthony J. Blatt, AIA, Principal
ADG, PC
920 W. Main Street
Oklahoma City, Oklahoma 73106
(405)232-5700
ablatt@adgblatt.com

Init.

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

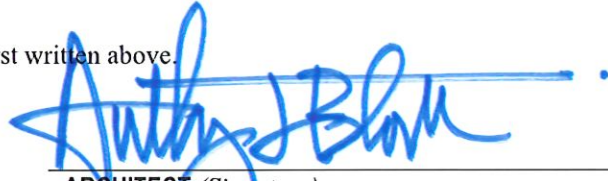
- .1 AIA Document, B121TM-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:

See Attached Master Agreement and Exhibits

- .3 Other documents:

N/A

This Service Order entered into as of the day and year first written above.



OWNER (Signature)

Mr. Zachary Grayson, Mayor
City of Chickasha

(Row deleted)

ARCHITECT (Signature)

Anthony J. Blatt Principal, Lic. #3765

Additions and Deletions Report for AIA® Document B221™ – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:09:41 on 07/08/2026.

PAGE 1

SERVICE ORDER number ~~made as of the day of in the year~~
(In words, indicate day, month, and year.) 200 made as of the 8th day of July in the year 2026

...

City of Chickasha
Attn: Mr. Zachary Grayson
City Hall, 2nd Floor 117 N. 4th Street
Chickasha, Oklahoma 73018

...

ADG Blatt
920 W. Main Street
Oklahoma City, Oklahoma 73106

...

Professional Services for the City of Chickasha and Chickasha Municipal Airport

...

This Service Order, together with the Master Agreement between Owner and Architect dated the ~~day of in the year~~
(In words, indicate day, month, and year.) 19th day of February in the year 2026

PAGE 2

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

ADG Blatt and Wallace Engineering will provide professional services to the City of Chickasha including for scopes of work associated with the Chickasha Municipal Airport.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. ~~The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~

...

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

Professional Services for this Service Order include the following:

- New Topographic Survey addressing gaps in owner provided survey information
- Preliminary Analysis / Consideration for reuse of existing City lift station
- Preliminary Analysis / Design regarding downstream utilities including confirmation of public water and sanitary sewer
- Preliminary Analysis and Review of existing drainage basins including airport property
- City Meetings / Coordination with City of Chickasha Consultants

...

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

1. Services of Professional Engineers or Consultants other than as specifically noted in the Scope of Services
2. Preparation of Documents for Construction
3. Construction Observation Services
4. Destructive or Forensic Analysis
5. Services outside of those specifically listed in Basic Services above

PAGE 3

TBD

...

TBD

...

- .1 Stipulated Sum
(Insert amount) Professional Services Fees:

Services associated with the Chickasha Municipal Airport include the following:

• Topographic Survey	\$13,000
.2 <u>Percentage Basis</u> • Lift Staton review and consideration	\$7,200
<u>(Insert percentage value)</u> • Preliminary Utility Design	\$14,200
• Preliminary Drainage Analysis	\$11,600
(-) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4. • Meetings with City / City Consultants	\$6,400
Subtotal Professional Services:	\$52,400

- .3 Other
(Describe the method of compensation)

See attached Exhibit A in the Master Agreement B121-2018 for the ADG|Blatt 2025 Hourly Rate Schedule.

...

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

See attached Exhibit A in the Master Agreement B121-2018 for the ADG|Blatt 2025 Hourly Rate Schedule. Rates are subject to change on an annual basis, renewing January 1 of each calendar year.

...

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

See Section 9.4 in the Master Agreement B121-2018 for eligible reimbursable expenses.

...

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

N/A

...

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

...

N/A

N/A

PAGE 4

TBD

...

Anthony J. Blatt, AIA, Principal
ADG, PC
920 W. Main Street
Oklahoma City, Oklahoma 73106
(405)232-5700
ablatt@adgblatt.com

PAGE 5

~~(Clearly identify any other exhibits incorporated into this Agreement.)~~

See Attached Master Agreement and Exhibits

.3 Other documents:

~~— (List other documents, if any, including additional scopes of service forming part of this Service Order.)~~

N/A

...

Mr. Zachary Grayson, Mayor
City of Chickasha

~~(Printed name and title)~~

Anthony J. Blatt Principal, Lic. #3765

~~(Printed name, title, and license number, if required)~~

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Cheryl Stewart, Office Coordinator, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:09:41 on 07/08/2026 under Order No. 20250091004 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B221™ – 2018, Service Order for use with Master Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)



2026 Rate Sheet

Employee Type	Billing Rate
Administrative	\$ 135.00
Architectural BIM Specialist	\$ 90.00
BIM Manager	\$ 130.00
Designer	\$ 145.00
Director of Architecture	\$ 175.00
Director of Branding & Business Development	\$ 155.00
Director of Construction Administration Services	\$ 205.00
Director of Design	\$ 240.00
Director of Interior Design	\$ 155.00
Director of Program Management	\$ 225.00
Interior Designer	\$ 115.00
Intern Architect	\$ 110.00
Marketing Coordinator	\$ 100.00
Partner	\$ 245.00
Project Architect	\$ 150.00
Project Coordinator	\$ 115.00
Project Manager	\$ 145.00
Project Resource Specialist	\$ 145.00
Senior Construction Administrator	\$ 115.00
Senior Construction Observer	\$ 130.00
Senior Interior Design	\$ 135.00
Senior Landscape Architect	\$ 140.00
Senior Project Manager	\$ 180.00
Senior Project Architect	\$ 155.00
Student Intern	\$ 65.00
Expert Testimony	\$ 370.00
Reimbursable Expenses	cost
Mileage	current IRS Rate

CHICKASHA

Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: City Clerk

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration, and possible action to approve an agreement with Texas AWOS Services, LLC for maintenance and operational support services for the Automated Weather Observing System (AWOS) at Chickasha Municipal Airport and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

The Automated Weather Observing System (AWOS) located at Chickasha Municipal Airport has been in operation for many years and provides critical weather information to pilots and airport operations in accordance with Federal Aviation Administration standards.

The agreement with Texas AWOS Services, LLC provides remote monitoring, scheduled inspections, annual maintenance, troubleshooting, and repair support for the system. The agreement is non-binding and may be canceled by either party at any time.

II. RECOMMENDED ACTION:

Approve an agreement with Texas AWOS Services, LLC for maintenance and operational support services for the Automated Weather Observing System (AWOS) at Chickasha Municipal Airport and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Edward Perex, EM/Airport Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From) 11-539-5302-020		\$4,800.00

V. ATTACHMENTS:

1. Texas AWOS Services LLC Maintenance Agreement

Texas AWOS Services, LLC
P.O. Box 841
Atlanta, TX 75551
Tel: (430) 342-3120

This contract is between the CITY OF CHICKSHA and the firm of Texas AWOS SERVICES, LLC and exists for the purpose to maintain the Automated Weather station owned and operated by the city.

It is agreed that the AWOS system will be maintained in a manner to meet the operating standards listed in the current version of F.A.A. Advisory Circular Number 6560.13B and those recommended by the manufacture. This includes two Tri-Annual visits and the yearly Annual to your airport when routine checks and maintenance to the system are recommended by the F.A.A. and the manufacturer.

Your weather station will be looked at and diagnosed for potential problems on our computer. We look at not only the information that appears on your terminal monitor, but at errors that are recorded in memory. Many of the problems that occur in a system can be corrected by this method. We will make every attempt to be at your sight within 72 hours to address problems that are brought to our attention.

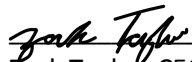
It is agreed to maintain the system for a monthly fee of \$400.00 and is due upon receipt of the invoice from this firm. Payment may be made annually if desired at a rate of the monthly fee of \$400.00 times 12. This amount includes travel expenses and hourly wages for Tri-Annual/Annual visits.

Should there be a bad circuit board or component that needs to be replaced and the city does not agree with the decision to replace it, standard service charges will apply if a return trip is necessary to address the same problem. Service fees, outside of the Tri-Annual/Annual visits, are at a rate of \$1,000.00 plus parts.

No labor charge will be made if the component is replaced during a routine check or while another part of the system is being worked on.

THIS CONTRACT IS NON BINDING AND MAY BE CANCELLED BY EITHER PARTY AT ANY TIME. (If canceled before the 15th of the month, the fee is half the monthly fee. If canceled after the 15th, the full monthly fee will apply.)

Damages caused by acts of nature such as wind, hail or lightning are not covered by the contract and cost of parts and service call rates will apply. Texas AWOS Services, LLC has no control over pricing and availability of parts from DBT, Inc. (AWI and Visala).

 06-23-2026
Zack Taylor, CEO Date

City of Chicksha, OK Date



Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: Finance

Agenda Item No. 6.c.

AGENDA ITEM:

Discussion, consideration and possible action to approve a sole source procurement with Tyler Technologies, Inc. for the Tyler ERP Modernization Project and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

Project Overview

Phase 1 – Cloud Hosting Migration

Migration of ERP Pro Version 9 to Tyler's cloud-hosted environment

The City currently operates ERP Pro Version 9 using servers owned by the City and maintained by Standley Systems. Under this phase, the City's ERP system will be migrated to Tyler Technologies' secure cloud-hosted environment, commonly referred to as Software as a Service (SaaS). Rather than operating the software on City-owned servers, the application and supporting infrastructure will be hosted, maintained, secured, monitored, and updated by Tyler Technologies.

The City's existing ERP server infrastructure remains in good working condition and is not at the end of its useful life. Following the migration, that server can be repurposed to support other technology needs within the City, allowing the City to maximize the value of its existing investment while avoiding the need to dedicate those resources exclusively to ERP hosting.

Key benefits include:

- Eliminates the need for future ERP-specific server replacements and infrastructure investments.
- Frees existing server resources for other City technology needs.
- Eliminates the City's responsibility for maintaining ERP server infrastructure.
- Improves disaster recovery and business continuity.
- Enhances cybersecurity through vendor-managed hosting.
- Provides vendor-managed backups, monitoring, software updates, and security patches.
- Improves remote accessibility.
- Simplifies support through a single vendor responsible for both the application and hosting environment.
- Allows City IT staff to focus on supporting City operations rather than maintaining ERP infrastructure.

Under the current environment, technical issues frequently require coordination between City staff, Standley Systems, and Tyler Technologies to determine whether an issue originates with the application, operating system, network, or server hardware. While Standley Systems can continue supporting the City's locally hosted environment, the City remains responsible for maintaining the underlying infrastructure and coordinating support among multiple vendors.

Migrating to Tyler's cloud-hosted environment streamlines support by placing responsibility for both the application and hosting environment with Tyler Technologies. It also reduces long-term infrastructure costs, improves system reliability, and removes the City's responsibility for installing ERP software updates and patches.

Phase 2 – Utility Operations Modernization

Implementation of Mobile Service Orders

This phase will be implemented concurrently with the cloud hosting migration.

The City processes approximately 45,000 utility service orders annually. The Mobile Service Orders module will allow utility field personnel to receive, update, and complete service orders electronically while maintaining direct integration with the City's Utility Billing system.

Benefits include:

- Reduced paper-based processes.

- Reduced duplicate data entry.
- Improved communication between field staff and office personnel.
- Improved work order tracking and accountability.
- Faster response times.
- Improved field productivity.
- Enhanced customer service.

Given the volume of annual service orders, even modest improvements in workflow and communication are expected to produce meaningful operational efficiencies.

Phase 3 – Next-Generation ERP Implementation

Implementation and migration to ERP Pro Version 10

The final phase of the project will implement Tyler Technologies' next-generation ERP platform. Although ERP Pro Version 10 succeeds ERP Pro Version 9, staff does not consider this a traditional software upgrade. ERP Pro Version 10 is a substantially modernized enterprise platform that requires a comprehensive implementation process including project planning, business process review, system configuration, testing, training, and data migration.

ERP Pro Version 10 introduces significant enhancements, including:

- Modern cloud-based architecture.
- Enhanced dashboards and reporting.
- Improved budgeting tools and Position Budgeting.
- Employee Self-Service.
- Electronic Timesheets.
- Applicant Tracking and Onboarding.
- AP Automation capabilities.
- Improved purchasing workflows and approval routing.
- Enhanced security controls.
- Expanded workflow automation.
- Improved project and grant management functionality.

ERP Pro Version 10 is available only as a cloud-hosted solution. Completing Phase 1 first reduces migration complexity, lowers implementation risk, and avoids duplicative migration activities.

The implementation also establishes the foundation for future enhancements currently under

evaluation by the City, including Fixed Asset Management, Project Accounting, AP Automation, Smart Meter Access, and additional Human Resources functionality.

Sole Source Determination

Staff has determined that this procurement qualifies as a sole source acquisition.

The products and services being procured are proprietary to Tyler Technologies and are not commercially available from multiple vendors. Tyler Technologies is the sole owner, developer, licensor, and support provider of ERP Pro Version 9, ERP Pro Version 10, the Mobile Service Orders module, and all associated cloud hosting, implementation, migration, maintenance, and support services.

Because Tyler Technologies exclusively owns the software and related intellectual property, no other vendor possesses the legal authority or technical capability to:

- Host the City's Tyler ERP environment.
- License or implement the Mobile Service Orders module.
- Implement or migrate the City to ERP Pro Version 10.
- Provide maintenance and support for Tyler ERP software.
- Deliver future Tyler ERP expansion modules.

The City's Tyler environment supports numerous essential governmental functions across Finance, Utility Billing, Human Resources, Customer Service, Municipal Court, and other departments. Procuring these services from another vendor would require replacement of the City's enterprise software platform, resulting in substantial costs, migration of decades of historical records, business process redesign, extensive staff retraining, and significant operational disruption.

Accordingly, staff finds that Tyler Technologies is the only vendor capable of providing the required products and services and that this procurement qualifies as a sole source acquisition.

Recommendation

Staff recommends approval of the sole source procurement with Tyler Technologies, Inc. for the Tyler ERP Modernization Project consisting of:

- **Phase 1 – Cloud Hosting Migration**
- **Phase 2 – Utility Operations Modernization**

- **Phase 3 – Next-Generation ERP Implementation**

Approval of this phased modernization project preserves the City's decades-long investment in the Tyler platform while reducing infrastructure risk, simplifying vendor support, improving operational efficiency, supporting management of approximately 45,000 annual utility service orders, and positioning the City for implementation of Tyler Technologies' next-generation enterprise software platform.

II. RECOMMENDED ACTION:

Approve a sole source procurement with Tyler Technologies, Inc. for the Tyler ERP Modernization Project and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rich Edwards, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From)		

V. ATTACHMENTS:

1. Chickasha OK ERP Pro SaaS Agreement 060526
2. Chickasha OK- Service Orders Mobile- 6-15-26
3. Chickasha OK- VX Migration- 3-16-26



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and



specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.

- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.
 - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement

- any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

4.1. You may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will

provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

6.5. *Password Security.* You are responsible for:

- 6.5.1. keeping your and your representatives' passwords secure and confidential;
- 6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and
- 6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. *Professional Services.* We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
 - 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
 - 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

- 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
 - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
 - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
- 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
 - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
 - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the date the SaaS environment is made available to you. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
 - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
 - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
 - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
 - 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

- 1.3.1. procure the right to continue its use;
- 1.3.2. modify it to make it non-infringing; or
- 1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY**

OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Performance Issues and Dispute Resolution.
 - 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
 - 2.2. *Invoice Issues.*
 - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
 - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
 - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
 - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
 - 2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
 - 2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation,

then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
 - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of

your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
22. Contract Documents. This Agreement includes the following exhibits:
- | | |
|------------------|-----------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Terms |
| Exhibit C | Service Level Agreement |
| Exhibit D | Third-Party Terms |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Chickasha, Oklahoma

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

Address for Notices:

City of Chickasha
117 N. 4th Street
Chickasha, OK 73018-2601
Attention: _____



Exhibit A

Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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**Billing Address:**

CHICKASHA, OK CITY OF
TRACEY AUSTIN
117 N 4TH ST
CHICKASHA OK 73018-2601

Shipping Address

City of Chickasha
117 N 4th St

Chickasha OK 73018-2601

Quoted By	Lukas DeBolt
Quoted By	Audra Chandler
Quote Expiration	7/22/26
Quote Name	

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 9 Financial Management Suite	
Core Financials	\$ 19,560
Positive Pay	\$ 1,173
Purchase Orders	\$ 7,592
Payroll	\$ 9,762
Electronic Time Clock Interface	\$ 967
Accounts Receivable	\$ 7,098
ERP Pro 9 Customer Relationship Management Suite	
Utility Billing Water/Gas	\$ 9,686
Utility Meter Data Sync w/Scheduler	\$ 5,021
Utility Payment Import Interface	\$ 1,508
Third-Party Printing Interface	\$ 1,961
Output Processor Server	\$ 1,637

Tyler Annual Software – SaaS	
Description	Annual
Additional Utility Meter-Reader Interface	\$ 1,226
Cashiering	\$ 3,068
Forms Overlay	\$ 820
SQL Software Non SQL	\$ 3,712
Additional Utility Meter-Reader Interface	\$ 3,345
Municipal Justice	
Municipal Justice 9 Suite	
Criminal Case Manager	\$ 15,415
Tyler One	
Content Manager Suite	
Content Manager Core	\$ 3,225
TOTAL:	\$ 96,776

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 96,776
Total Tyler Services		
Summary Total	\$ 0	\$ 96,776

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Exhibit B

Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
 - 3.1. *Hardware:* Hardware costs, if any, are invoiced upon delivery.
 - 3.2. *Hardware Maintenance:* The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.3. *Third-Party Services:* Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
 - 3.4. *Third Party Software.* License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
 - 3.5. *Third Party Software Maintenance:* The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
 - 3.6. *Third-Party SaaS Services.* Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless expressly stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual “Disaster Recovery” and “Tyler Systems Management” services fees, prepaid for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit D

Third-Party Terms

Third Party Verification Services Terms. Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at <https://www.tylertech.com/client-terms/equifax-verification-terms-of-service>.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan, or accessing, installing, or using DigEplan, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the



terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: <https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/polco-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: <https://www.tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf>. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Billing Address:

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

Shipping Address

City Of Chickasha
117 N 4th St
Chickasha OK 73018-2601

Quoted By	Lukas DeBolt
Quote Expiration	12/12/26
Quote Name	Service Orders Mobile

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro	
ERP Pro 9 Customer Relationship Management Suite	
Service Orders Mobile	\$ 965
TOTAL:	\$ 965

Services		
Description	Hours/Units	Extended Price
ERP Pro 9 Customer Relationship Management Suite		
Professional Services	4	\$ 580
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 830

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 965
Total Tyler Services	\$ 830	
Summary Total	\$ 830	\$ 965

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____



Billing Address:

CHICKASHA, OK CITY OF
TRACEY AUSTIN
117 N 4TH ST
CHICKASHA OK 73018-2601

Shipping Address

City of Chickasha
117 N 4th St

Chickasha OK 73018-2601

Quoted By
Quoted By
Quote Expiration
Quote Name

Lukas DeBolt
Audra Chandler
9/12/26
Version 10 Migration

Tyler Fees per Transaction	
Description	Net Unit Price
Municipal Justice	
Municipal Justice 10 Suite	
Court Case Resolution Bundle	\$ 0.00

Tyler Migration Services	
Description	Total
ERP Pro	
ERP Pro 10 Financial Management Suite	
Migration Services	\$ 22,800
Accounts Receivable Services	\$ 1,440
Accounts Receivable	
Core Financials	
Electronic Time Clock Interface	
Human Resources Management (Includes Position Budgeting)	

Purchasing	
ERP Pro 10 Customer Relationship Management Suite	
Migration Services	\$ 24,000
Third-Party Printing Interface	
Additional Handheld Meter-Reader Interface	
Cashiering	
Meter Data Sync with Scheduler	
Utility Billing Water/Gas	
Utility Payment Import Interface	
Other Services	
Project Management	\$ 3,000
Municipal Justice	
Municipal Justice 10 Suite	
Migration Services	\$ 13,440
Project Management	\$ 3,000
Case Manager	
Court Case Resolution Bundle	
Total:	\$ 67,680

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$ 67,680	
Summary Total	\$ 67,680	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures, Tyler University.
Human Resources Management (Includes Position Budgeting)	Includes Position Budgeting and Tyler University
Utility Billing Water/Gas	Includes collections, tax lien process and import, a standard forms package, output director, one utility handheld meter-reader interface, and Tyler University.
Case Manager	Includes Cash Collections and Tyler University
Court Case Resolution Bundle	Includes Court Defendant Access, Court IVR and Notifications for Court. A fee is paid by the defendant for each transaction processed through Court Defendant Access or Court IVR: \$1.00 for payments under \$100, \$2.50 for payments over \$100, and \$3.50 for advanced online transactions. A \$0.20 fee is paid by the client for each violation for which a phone notification is attempted. Text message notifications are free of charge provided the client 1) enables the standard campaigns that include a link to Court Defendant Access, and 2) enables advanced online transactions that are currently available or defendants at the counter or by mail. This contract replaces existing Court Defendant Access annual fees.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

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- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
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Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____

Date: _____

Print Name: _____

P.O.#: _____

CHICKASHA

Meeting Type: Council Agenda 7-20-2026

Meeting Date: 7/20/2026

Department: Administration

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible action to accept a charitable distribution from the William S. Crittenden and Betty Lou Crittenden Revocable Living Trust as a donation to the Chickasha Fire Department and authorize the Mayor and Finance Director to act on behalf of the City and to execute all documents necessary to complete the distribution.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept a charitable distribution from the William S. Crittenden and Betty Lou Crittenden Revocable Living Trust as a donation to the Chickasha Fire Department and authorize the Mayor and Finance Director to act on behalf of the City and to execute all documents necessary to complete the distribution.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rich Edwards, Finance Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2026	(From)		

V. ATTACHMENTS:

- 20260715134534728



Laurie Orr Elzo, Executive Vice President
P.O. Drawer 1130, 302 Chickasha Avenue, Chickasha, OK 73023
(405) 224-2200 • Fax (405) 574-3789 • www.bankfnbt.com

June 24, 2026

Jim Crosby
City Hall, 2nd Floor
117 N. 4th
Chickasha, OK 73018

Re: William S. Crittenden and Betty Lou Crittenden Revocable Living Trust

Dear Mr. Crosby:

First National Bank and Trust Co. serves as Trustee of the trust created by William S. Crittenden and Betty Lou Crittenden. Following the deaths of Mr. and Mrs. Crittenden, we are in the process of administering and winding down the trust in accordance with its terms. Your organization is named as a beneficiary under the trust agreement.

Enclosed are the following documents:

- Copy of the original Trust Agreement and its eight amendments (for your records)
- Current Asset Detail (for your records)
- Statement of Transactions reflecting all activity since we began serving as Successor Trustee (for your records)
- Distribution Schedule
- Beneficiary Information Sheet and Substitute W-9 Non-Profit Organization
- Information Sheet for Individual Authorized to Act on Behalf of Non-Profit Organization

Prior to making any distribution to your organization, we will need:

- Completed Beneficiary Information Sheet and Substitute W-9
- Completed Information Sheet for Individual Authorized to Act of Behalf of Non-Profit Organization
- Copy of your IRS determination letter confirming tax-exempt status
- ACH instructions (if you prefer distribution electronically), or confirmation that a check payable to the organization is acceptable
- (a) Certificate of Incorporation, (b) Articles of Incorporation, and (c) ByLaws
- (2) ID's for authorized signer

Once we have received the requested documentation, we will proceed with the distribution. Please feel free to contact me directly if you have any questions. We appreciate your cooperation as we complete the administration of this trust.

Yours truly,

A handwritten signature in black ink, appearing to read "Laurie Orr Elzo".

Laurie Orr Elzo
Executive Vice President



**BENEFICIARY INFORMATION SHEET AND SUBSTITUTE W-9
(NON-PROFIT ORGANIZATION)**

Name of Organization City of Chickasha

Primary Phone No. (405) 222-6020

Physical Address (Street, City, State, and Zip): 117 N 4th Street Chickasha, OK 73018

Mailing Address (if different from above): _____

Name and title of person completing this form: Rich Edwards - Finance Director

Email address of person completing this form: rich.edwards@chickasha.gov

Payment Method for Distribution(s): CHECK ☐ If or ACH ☒
ACH, please complete the attached ACH form.

TIN:

Subject to IRS back-up withholding: YES ☐ NO ☒

I HEREBY CERTIFY THAT THE INFORMATION ABOVE BEING PROVIDED TO THE FIRST NATIONAL BANK & TRUST CO., CHICKASHA, OKLAHOMA IS CORRECT. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, I am a U.S. citizen or other U.S. person.

SIGNATURE

DATE

REQUIRED FORMS CHECKLIST *(Attach a copy of each item listed below):*

- | | |
|---|--|
| ☐ Bylaws | ☐ Certificate of Beneficial Owner |
| ☐ Articles of Incorporation (or SOS search) | ☐ Certificate of Incorporation |
| ☐ IRS Determination Letter | ☐ ID (2 forms - authority for organization) |
| ☐ Corporate Resolution identifying individuals authorized to act on behalf of the organization / Meeting Minutes | |

FOR INSTITUTION USE

CFO Input Date: _____ Account No. _____ By: _____ STMT Frequency: _____ Input in
FDM: ☐ CFO Relationship Setup: ☐ OFAC Check: _____



**INDIVIDUAL AUTHORIZED TO ACT ON BEHALF OF
NON-PROFIT ENTITY**

Name (Last, First, Middle): Zachary Grayson SSN: _____
Birth Date: ___/___/___ Home Phone No. (____) _____ Work / Cell Phone No. (____) _____
Physical Address (Street, City, State, and Zip): 117 N 4th Street Chickasha, OK 73018
Mailing Address (if different from above): _____
Email Address: zachary.grayson@chickasha.gov
Employer: N/A
Position / Title With Non-Profit Entity: Mayor
Employer Telephone No. (405) _____
Driver's Lic. No. or Passport No., Issuer, Issue Date, Exp. Date: _____
Second form of identification: _____ ID Code: _____

REQUIRED FORMS CHECKLIST

- ___ Copy of Driver's License
___ Copy of second form of ID
___ Copy of Corporate Resolution authorizing individual to act on behalf of the non-profit entity

FOR INSTITUTION USE

OFAC: ☐ Pre-Approval: ☐ Entered by: _____ CFO Open Date: _____ Account No. _____ N/A #: _____
Risk Assessment: ☐ CFO Relationships: ☐ STMT Frequency: _____ Input into FCM: ☐ Setup Fee: ☐ Privacy Notice: ☐



TRUST DEPARTMENT AUTHORIZATION FOR DIRECT DEPOSIT VIA ACH

Check one that applies: ☒ Begin Deposit ☐ Change Information

I (we) hereby authorize First National Bank & Trust Co., Chickasha, Oklahoma, to electronically credit my (our) account (and, if necessary, to electronically debit my (our) account to correct erroneous credits). I (we) agree that ACH transactions I (we) authorize comply with all applicable law.

Depository/Financial Institution FNBT Routing Number:
Account Number: Account Type (choose one): CHECKING ☒ SAVINGS ☐
Account Name(s): City of Chickasha - Donations
Frequency (if applicable): One Time ☒ Recurring: Mo. ☐ Qtr. ☐ Annual ☐ Other ☐

I (we) understand that this authorization will remain in full force and effect until I (we) notify First National Bank & Trust Co., Chickasha, Oklahoma, in writing that I (we) wish to revoke this authorization. I (we) understand that First National Bank & Trust Co., Chickasha, Oklahoma, requires at least 3 days prior notice in order to cancel this authorization.

NAME(S) (Please Print) _____

SIGNATURE _____

DATE _____

FOR INSTITUTION USE

ACH Template Input Date: _____ Account No. _____ By: _____ Received Via: _____
Input in FDM: ☐ CFO N/A Record # _____ OFAC Check: ☐