

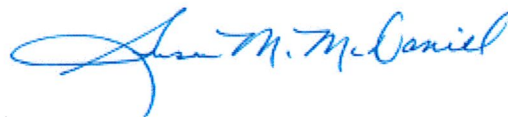
NOTICE OF REGULAR MEETING
OF THE
CHICKASHA CITY COUNCIL

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, OCTOBER 21, 2019, AT 6:30 PM**. Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

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

Agenda items are attached.

I, Susan 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 12 p.m. on October 17, 2019.



Susan McDaniel

Sworn to and subscribed before me on this the day 17th day of October 2019.

My Commission Expires: 10/1/2022



Notary Commission
14008829

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
OCTOBER 21, 2019

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 October 7, 2019 regular meeting.
 - b. Acceptance of Claims List
 - c. Acceptance of Financial Reports for the month of September 2019
 - d. Approving a Revocable Permit to Trace Fiber Networks, LLC a wholly owned subsidiary of the Chickasaw Nation for easement access to install 55,690 feet of fiber optic cable.
 - e. Approving a Revocable Permit to Dobson Technologies for easement access to install 1,735 feet of fiber optic cable for the new Domino C Store.
5. Discussion/Approval of Items Removed from Consent Docket:
6. Discussion and Consideration
 - a. Public Hearing requesting rezoning of properties located at 1304 S. Grand Ave. from A-1 Agricultural to C-2 General Commercial District.
 - b. Discussion, consideration and possible action to approve an ordinance rezoning properties located at 1304 S. Grand Ave from A-1 Agricultural District to C-2 General Commercial District.
 - c. Public Hearing Requested rezoning of properties located at 1111 W. Choctaw Ave. from C-1 Light Commercial District to C-2 General Commercial District.

- d. Discussion, consideration and possible action to approve Ordinance 2019-29 - rezoning of property located at 1111 W. Choctaw Ave from C-1 Local Commercial District to C-2 General Commercial District.
- e. Public Hearing Requested rezoning of property located at 1426 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.
- f. Discussion, consideration and possible action approving the rezoning of property located at 1426 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.
- g. Public Hearing Requested rezoning of property located at 1428 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.
- h. Discussion, consideration and possible action approving the rezoning of property located at 1428 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.
- i. Discussion, consideration and possible action to approve grant reimbursement for Crazy 8 Cafe as recommended by the Chickasha Economic Development Council, Inc.
- j. Discussion, consideration and possible action to approve economic development agreement between the City of Chickasha and Viridian Coffee, LLC.
- k. Discussion, consideration and possible action to authorize the City Manager to execute documents and accept an Oklahoma Attorney General's grant in the amount of \$45,000 for the Police Department to be used for violent crime prevention and Community Involvement/Education.

7. Executive Session:

- a. Discussion, consideration and possible action to Discussion, consideration and possible action to enter into executive session:
 - A. To discuss negotiations concerning employees and representatives of employee groups pursuant to 25 O.S. §307(B)(2):
 - i. To discuss status of negotiations between the City and IAFF Local Lodge Local Lodge No. 2041 for a Collective Bargaining Agreement between the City and Iaff Local Local Lodge No. 2041 for the fiscal year 2019-2020.
- b. Discussion, consideration and possible action to reconvene open session and take appropriate action on any matters discussed in executive session.

8. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the October 7, 2019 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes and authorize filing thereof.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

1. City Council Minutes 10-7-2019



*Office of the
City Clerk*

October 7, 2019

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 7th day of October 2019 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:30 p.m.

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

MAYOR AND COUNCIL

PRESENT: Chris Mosley, Mayor
Kimberly Loggins, Vice-Mayor
Jim Hopkins
Oscar Nelson
David Sikes
Zachary Grayson
R. P. Ashanti-Alexander
Tom Rose

ABSENT: Joseph Molder

STAFF

PRESENT: John Noblitt, City Manager
Amanda Mullins, City Attorney
Leasa Furr, Administrative Services Director
Susan McDaniel, City Clerk
Gene Winsett, Community Development Director
Brian Zalewski, Fire Chief
Kathryn Rowell, Police Chief
Lillie Huckaby, Library Director
Shae Mortimer, Marketing & Civic Engagement Manager

ABSENT: David Buchanan, Public Works Director
Kyle Marks, Parks & Rec Director

Council Member Ashanti-Alexander gave the invocation and Council Member Grayson lead the Pledge of Allegiance.

City Council Meeting 10-7-2019
6:30 p.m.

ITEM 2. **Citizen Comments:**

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

ITEM 3. **Council Communications.**

Mayor Mosley commented that the Chickasha Area Arts Council was very appreciative of the work Public Works Department did for the festival.

Council Member Grayson commented on the presence of First Responders at the Saturday events.

Council Member Loggins commented on the bike ride and that 132 of the 194 cyclists were from out of county and/or state.

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

ITEM 4a. **Acceptance of the minutes for the September 16, 2019 regular meeting.**

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

ITEM 4c. **Acceptance to enter into an annual service contract with Stryker Medical to cover power cots, stair chairs, and power load systems.**

ITEM 4d. **Acceptance of the Agreement with Festival of Light for 2019 Season.**

ITEM 4e. **Acceptance of Resolution 2019-19R amending the FY 19-20 Budget.**

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

Roll call vote:

Ayes:" Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Rose and Mosley

"Nays:" None

"Abstain:" None

Motion carried. 8-0

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

No Action Taken.

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

City Council Meeting 10-7-2019
6:30 p.m.

ITEM 6a. Public Hearing - Requested rezoning of property located at 220 N. 6th Street from C-2 General Commercial District to I-1 Light Industrial District.

*Mayor Mosley opened the Public Hearing at 6:33 p.m.

No speakers appeared.

*Mayor Mosley closed the Public Hearing at 6:34 p.m.

ITEM 6b. Discussion, consideration and possible action on Ordinance No. 2019-27 - rezoning of property located at 220 N. 6th Street from C-2 General Commercial District to I-1 Light Industrial.

*Motion by Council Member Hopkins second by Council Member Nelson to approve Ordinance 2019-27 – rezoning of property located at 220 N. 6th Street from C-2 General Commercial District to I-1 Light Industrial.

Roll call vote:

Ayes:” Sikes, Loggins, Grayson, Ashanti-Alexander, Rose, Hopkins, Nelson and Mosley.

“Nays:” None

“Abstain:” None.

Motion carried. 8-0

ITEM 6c. Public Hearing- Requested rezoning of properties located at 1201 N. 16th Street from R-1 Single Family Residence District to I-1 Light Industrial.

*Mayor Mosley opened the Public Hearing at 6:35 p.m.

No speakers appeared.

*Mayor Mosley closed the Public Hearing at 6:36 p.m.

ITEM 6d. Discussion, consideration and possible action to approve Ordinance No. 2019-26 rezoning of properties located at 1201 N. 16th Street from R-1 Single Family Residence to I-1 Light Industrial.

*Motion by Council Member Hopkins second by Council Member Grayson to approve Ordinance No. 2019-26 rezoning of properties located at 1201 N. 16th Street from R-1 Single Family Residence to I-1 Light Industrial.

City Council Meeting 10-7-2019
6:30 p.m.

Roll call vote:

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

ITEM 6e. Discussion, consideration and possible action on Change Order Number 1 for COC-1830 - Shannon Springs Electrical Work - in the amount not to exceed \$9,000.00 for the FOL Skating Rink 400 Amp Electric Service.

*Motion by Council Member Loggins second by Council Member Sikes to approve Change Order Number 1 for COC-1830 - Shannon Springs Electrical Work - in the amount not to exceed \$9,000.00 for the FOL Skating Rink 400 Amp Electric Service.

Roll call vote:

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

ITEM 6f. Discussion, consideration and possible action to declare as surplus books that have been withdrawn from the collection, and donations that are not needed, and authorize donating to the Friends of the Library.

*Motion by Council Member Hopkins second by Council Member Sikes to approve declaring books as surplus and donate to the Friends of the Library.

Roll call vote:

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

ITEM 6g. Discussion, consideration and possible action to authorize staff to renew coverage for General Liability, Property and Auto Insurance Coverage.

*Motion by Council Member Ashanti-Alexander second by Council Member Loggins to authorize staff to renew the current policies with OMAG for General Liability, Property

City Council Meeting 10-7-2019
6:30 p.m.

and Auto coverage and authorize the City Manager and Staff to execute the plan documents.

Roll call vote:

“Ayes:” Sikes, Loggins, Grayson, Ashanti-Alexander, Rose, Hopkins, Nelson and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 6h. Discussion, consideration and possible action to waive bid requirement and authorize staff to use State Contract to outfit new police units.

*Motion by Council Member Loggins second by Council Member Nelson to authorize waiving of bid requirement and authorize staff to use Oklahoma State Contract to outfit new police units through June 30, 2020.

Roll call vote:

“Ayes:” Loggins, Grayson, Ashanti-Alexander, Rose, Hopkins, Nelson, Sikes and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 6i. Discussion, consideration and possible action to award Bid COC-1903 – Mechanical Units for the Library.

*Motion by Council Member Loggins second by Council Member Grayson to award Bid COC-1903 to DeHart Air Conditioning.

*Amended Motion by Council Member Loggins second by Council Member Grayson to award Bid COC-1903 to DeHart Air Conditioning in the amount of \$8,975.00 to avoid paying two separate preventative maintenance charges.

Roll call vote:

“Ayes:” Loggins, Grayson, Ashanti-Alexander, Rose, Hopkins, Nelson, Sikes and Mosley.
“Nays:” None.
“Abstain:” None.
Motion carried. 8-0

ITEM 6j. Discussion, consideration and possible action to approve the cab and chassis remount of Frazer ambulance unit(s) 6786 and 3771 from the BuyBoard contract.

City Council Meeting 10-7-2019
6:30 p.m.

*Motion by Council Member Loggins second by Council Member Sikes to approve the remount of Unit(s) 6787 and 3771 on a 2020 Dodge cab and chassis from Frazer Ambulance using the BuyBoard contract.

Roll call vote:

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

ITEM 6k. Discussion, consideration and possible action on an Agreement with Winterrowd Tally, Inc. to provide 3d renderings of proposed downtown park.

*Motion by Council Member Loggins second by Council Member Hopkins to authorize Staff to enter into an agreement with Winterrowd Talley, Inc. for 3d renderings of proposed downtown park in an amount not to exceed \$6,000.00.

Roll call vote:

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

*Motion by Hopkins and second by Ashanti-Alexander to recess meeting and enter into CMA and CMAA meetings.

Roll call vote:

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

Time Meeting Reconvened: 7:01 p.m.

Roll Call:	Hopkins -	Present
	Nelson -	Present
	Sikes -	Present
	Loggins -	Present
	Grayson -	Present
	Ashanti-Alexander -	Present
	Rose -	Present
	Mosley -	Present

City Council Meeting 10-7-2019
6:30 p.m.

Executive Session:

ITEM 7a. Discussion, consideration and possible action to enter into executive session to discuss confidential communications between the City and City Attorney concerning a pending investigation, claim or action which the City with the advice of the City Attorney, has determined that disclosure will seriously impair the ability of the City to process the claim or conduct the pending investigation, litigation, or proceeding in the public interest in compliance with its duty of confidentiality under the provisions of 25 O.S. §307B(4). (City of Chickasha v T.N. Word III aka Tom Word, District Court of Grady County, Case No. CJ-2017-170).

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

Roll call vote:

“Ayes:” Grayson, Ashanti-Alexander, Rose, Hopkins, Nelson, Sikes, Loggins and Mosley.

“Nays:” None.

“Abstain:” None.

Motion carried. 8-0

Council entered into Executive Session at 7:03 p.m.

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

Council Reconvened at 7:32 p.m.

*No action taken.

ITEM 8 Motion to adjourn.

*Motion by Council Member Sikes and second by Council Member Loggins to adjourn.

Roll call vote:

“Ayes:” Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Rose and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

City Council Meeting 10-7-2019
6:30 p.m.

TIME: 7:32 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 21st day of October 2019.



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of Claims List

I. BACKGROUND/DESCRIPTION:

See Claims List provided

II. RECOMMENDED ACTION:

Accept Claims List as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Finance	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of Financial Reports for the month of September 2019

I. BACKGROUND/DESCRIPTION:

See Financial Report provided

II. RECOMMENDED ACTION:

Accept Financial Reports for the month of September 2019

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director Leasa Furr, Admin	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

11 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
PERMITS	113,750.00	9,247.30	0.00	31,120.54	0.00	82,629.46	27.36
LICENSES	61,650.00	6,795.00	0.00	29,732.00	0.00	31,918.00	48.23
CEMETERY	85,000.00	5,633.75	0.00	15,665.00	0.00	69,335.00	18.43
FEES	139,804.00	8,127.13	0.00	32,930.41	0.00	106,873.59	23.55
RENT	5,000.00	200.00	0.00	340.00	0.00	4,660.00	6.80
POLICE FINES	11,000.00	0.00	0.00	0.00	0.00	11,000.00	0.00
STATE TAX	13,500,000.00	1,256,507.72	0.00	3,663,841.61	0.00	9,836,158.39	27.14
OTHER TAX	888,000.00	83,853.82	0.00	261,282.11	0.00	626,717.89	29.42
FRANCHISE TAX	592,000.00	49,927.62	0.00	131,944.80	0.00	460,055.20	22.29
GRANTS AND DONATIONS	22,717.00	0.00	0.00	0.00	0.00	22,717.00	0.00
OIL & GAS	50,000.00	0.00	0.00	0.00	0.00	50,000.00	0.00
SWIMMING POOL/SPORTS COM	91,000.00	3,850.57	0.00	17,484.44	0.00	73,515.56	19.21
MISC REVENUES	60,000.00	132.05	0.00	10,329.51	0.00	49,670.49	17.22
TRANSFER OTHER FUNDS-EQU	255,000.00	23,070.85	0.00	53,192.34	0.00	201,807.66	20.86
INTEREST	10,900.00	589.47	0.00	5,583.76	0.00	5,316.24	51.23
*** TOTAL REVENUES ***	15,885,821.00	1,447,935.28	0.00	4,253,446.52	0.00	11,632,374.48	26.78

EXPENDITURE SUMMARY

01-ADMINISTRATION	444,587.00	27,117.15	0.00	94,170.70	5,553.50	344,862.80	22.43
04-EMERGENCY MANAGEMENT	58,850.00	8,068.23	0.00	24,035.69	0.00	34,814.31	40.84
02-FIRE DEPARTMENT-PS	320,912.00	26,525.73	0.00	89,382.42	3,550.00	227,979.58	28.96
21-FIRE OPERATIONS	2,505,554.00	150,737.07	0.00	529,402.74	5,797.41	1,970,353.85	21.36
03-POLICE DEPARTMENT-PS	710,039.00	31,508.99	0.00	192,603.28	14,552.50	502,883.22	29.18
41-PATROL SERVICES	2,834,846.00	204,514.20	0.00	676,611.48	32,565.05	2,125,669.47	25.02
42-INVESTIGATIONS	400,762.00	21,892.24	0.00	80,367.75	322.88	320,071.37	20.13
43-ANIMAL CONTROL	169,965.00	11,038.34	900.00	32,784.90	1,948.70	136,131.40	19.91
44-MUNICIPAL COURT	65,763.00	4,635.71	0.00	16,038.18	0.00	49,724.82	24.39
45-DISPATCH	313,128.00	22,273.01	0.00	61,244.53	700.00	251,183.47	19.78
46-NEIGHBORHOOD SERVICES	167,645.00	13,971.57	0.00	29,309.71	6,925.00	131,410.29	21.61
51-PARK MAINTENANCE	484,958.00	31,072.78	0.00	105,472.67	28,108.64	351,376.69	27.54
52-SPORTS COMPLEX	264,736.00	24,462.59	0.00	96,559.97	24,960.73	143,215.30	45.90
06-CEMETERY MAINTENANC-C	137,300.00	9,891.00	0.00	19,615.61	0.00	117,684.39	14.29
08-LIBRARY - C&R	481,817.00	35,272.91	0.00	114,535.79	15,448.34	351,832.87	26.98
09-STREET & STORM	654,274.00	31,036.30	0.00	90,608.40	31,306.59	532,359.01	18.63
10-FLEET	66,757.00	4,717.09	0.00	17,331.28	242.40	49,183.32	26.32
14-FINANCE-GG	421,735.00	18,275.27	0.00	57,473.45	461.25	363,800.30	13.74
07-HUMAN RESOURCES	86,217.00	4,873.63	0.00	15,919.62	0.00	70,297.38	18.46
16-COMM DEVEL/PLAN SERV	198,104.00	11,812.89	0.00	39,106.97	0.00	158,997.03	19.74
18-BUILDING SERVICES	144,802.00	10,728.94	0.00	34,283.13	21,040.00	89,478.87	38.21
17-GENERAL GOVERNMENT-GG	8,031,356.00	684,911.06	0.00	2,055,632.42	13,921.61	5,961,801.97	25.77
70-GRANT(S)	45,000.00	5,974.87	0.00	15,099.15	617.94	29,282.91	34.93
*** TOTAL EXPENDITURES ***	19,009,107.00	1,395,311.57	900.00	4,487,589.84	208,022.54	14,314,394.62	24.70

** REVENUE OVER (UNDER) EXPENDITURES * (3,123,286.00) 52,623.71 900.00 (234,143.32) (208,022.54) (2,682,020.14) 14.13

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2019

20 -DONATIONS FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
DONATIONS	12,600.00	0.00	0.00	95.00	0.00	12,505.00	0.75
INTEREST	100.00	17.42	0.00	55.81	0.00	44.19	55.81
REV CATG 4701	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>
*** TOTAL REVENUES ***	13,700.00	17.42	0.00	150.81	0.00	13,549.19	1.10
<u>EXPENDITURE SUMMARY</u>							
20-DONATIONS-GG	<u>51,980.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,009.56</u>	<u>0.00</u>	<u>50,970.44</u>	<u>1.94</u>
*** TOTAL EXPENDITURES ***	51,980.00	0.00	0.00	1,009.56	0.00	50,970.44	1.94
** REVENUE OVER (UNDER) EXPENDITURES *	(38,280.00)	17.42	0.00	(858.75)	0.00	(37,421.25)	2.24

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

22 -TAX INCREMENT DISTRIC

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
OTHER TAX	140,000.00	0.00	0.00	807.00	0.00	139,193.00	0.58
TRANSFER OTHER FUNDS-EQU	180,000.00	0.00	0.00	45,039.24	0.00	134,960.76	25.02
INTEREST	0.00	0.03	0.00	38.62	0.00	(38.62)	0.00
*** TOTAL REVENUES ***	320,000.00	0.03	0.00	45,884.86	0.00	274,115.14	14.34
<u>EXPENDITURE SUMMARY</u>							
22-TAX INCREMENT DISTRIC	355,940.00	0.00	0.00	200,747.89	0.00	155,192.11	56.40
*** TOTAL EXPENDITURES ***	355,940.00	0.00	0.00	200,747.89	0.00	155,192.11	56.40
** REVENUE OVER(UNDER) EXPENDITURES *	(35,940.00)	0.03	0.00	(154,863.03)	0.00	118,923.03	430.89

C I T Y O F C H I C K A S H A
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: SEPTEMBER 30TH, 2019

23 -EMERGENCY MED SERV FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
EMS FEES	1,413,500.00	62,637.82	0.00	297,511.71	0.00	1,115,988.29	21.05
GRANTS AND DONATIONS	460,000.00	0.00	0.00	0.00	0.00	460,000.00	0.00
MISC REVENUES	1,000.00	0.00	0.00	42.88	0.00	957.12	4.29
INTEREST	<u>100.00</u>	<u>1.24</u>	<u>0.00</u>	<u>13.92</u>	<u>0.00</u>	<u>86.08</u>	<u>13.92</u>
*** TOTAL REVENUES ***	<u>1,874,600.00</u>	<u>62,639.06</u>	<u>0.00</u>	<u>297,568.51</u>	<u>0.00</u>	<u>1,577,031.49</u>	<u>15.87</u>
<u>EXPENDITURE SUMMARY</u>							
02-FIRE DEPARTMENT-PS	<u>2,299,674.00</u>	<u>144,986.95</u>	<u>0.00</u>	<u>501,650.48</u>	<u>275,252.43</u>	<u>1,522,771.09</u>	<u>33.78</u>
*** TOTAL EXPENDITURES ***	<u>2,299,674.00</u>	<u>144,986.95</u>	<u>0.00</u>	<u>501,650.48</u>	<u>275,252.43</u>	<u>1,522,771.09</u>	<u>33.78</u>
** REVENUE OVER (UNDER) EXPENDITURES *	(425,074.00)	(82,347.89)	0.00	(204,081.97)	(275,252.43)	54,260.40	112.76

25 -CHICKASHA INDUST AUTH
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

[illegible]

26 -ED-DEDICATED SALES TAX
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
	BUDGET	PERIOD	EXPENSE	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
<u>REVENUE SUMMARY</u>							
INTEREST	20,000.00	200.06	0.00	36,451.97	0.00	(16,451.97)	182.26
*** TOTAL REVENUES ***	20,000.00	200.06	0.00	36,451.97	0.00	(16,451.97)	182.26
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
26-ED DED. SALES TAX	2,900,000.00	0.00	0.00	8,850.00	62,481.00	2,828,669.00	2.46
*** TOTAL EXPENDITURES ***	2,900,000.00	0.00	0.00	8,850.00	62,481.00	2,828,669.00	2.46
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER(UNDER) EXPENDITURES *	(2,880,000.00)	200.06	0.00	27,601.97	(62,481.00)	(2,845,120.97)	1.21

27 -E-911 FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

[illegible]

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

28 -FIRE/EMS TRAINING FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT	CURRENT	PRIOR YEAR	Y-T-D	Y-T-D	BUDGET	% OF
	BUDGET	PERIOD	EXPENSE	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
<u>REVENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	100.00	29.55	0.00	46.43	0.00	53.57	46.43
INTEREST	<u>1.00</u>	<u>0.05</u>	<u>0.00</u>	<u>0.18</u>	<u>0.00</u>	<u>0.82</u>	<u>18.00</u>
*** TOTAL REVENUES ***	101.00	29.60	0.00	46.61	0.00	54.39	46.15
<u>EXPENDITURE SUMMARY</u>							
** REVENUE OVER (UNDER) EXPENDITURES **	101.00	29.60	0.00	46.61	0.00	54.39	46.15

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

29 -POLICE TRAINING FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
MISC REVENUES	0.00	1,921.54	0.00	2,401.54	0.00 (	2,401.54)	0.00
TRANSFER OTHER FUNDS-EQU	12,000.00	1,084.28	0.00	2,692.99	0.00	9,307.01	22.44
INTEREST	<u>61.00</u>	<u>5.56</u>	<u>0.00</u>	<u>18.04</u>	<u>0.00</u>	<u>42.96</u>	<u>29.57</u>
*** TOTAL REVENUES ***	12,061.00	3,011.38	0.00	5,112.57	0.00	6,948.43	42.39
=====							
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	<u>11,300.00</u>	<u>1,479.00</u>	<u>0.00</u>	<u>1,659.00</u>	<u>5,280.28</u>	<u>4,360.72</u>	<u>61.41</u>
*** TOTAL EXPENDITURES ***	11,300.00	1,479.00	0.00	1,659.00	5,280.28	4,360.72	61.41
=====							
** REVENUE OVER (UNDER) EXPENDITURES **	761.00	1,532.38	0.00	3,453.57 (	5,280.28)	2,587.71	240.04-
=====							

AS OF: SEPTEMBER 30TH, 2019

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
GRANTS AND DONATIONS	250,500.00	0.00	0.00	0.00	0.00	250,500.00	0.00
OIL & GAS	100,000.00	139.23	0.00	8,758.62	0.00	91,241.38	8.76
INTEREST	<u>15,000.00</u>	<u>286.83</u>	<u>0.00</u>	<u>11,519.01</u>	<u>0.00</u>	<u>3,480.99</u>	<u>76.79</u>
*** TOTAL REVENUES ***	365,500.00	426.06	0.00	20,277.63	0.00	345,222.37	5.55
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
CAPITAL PROJECTS	<u>2,136,590.00</u>	<u>54,431.62</u>	<u>0.00</u>	<u>201,122.98</u>	<u>537,289.11</u>	<u>1,398,177.91</u>	<u>34.56</u>
*** TOTAL EXPENDITURES ***	2,136,590.00	54,431.62	0.00	201,122.98	537,289.11	1,398,177.91	34.56
	=====	=====	=====	=====	=====	=====	=====
** REVENUE OVER (UNDER) EXPENDITURES *	(1,771,090.00)	(54,005.56)	0.00	(180,845.35)	(537,289.11)	(1,052,955.54)	40.55

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

53 -CIP-DEDICATED SALES TAX

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TRANSFER OTHER FUNDS-EQU	2,676,000.00	249,143.66	0.00	726,528.71	0.00	1,949,471.29	27.15
INTEREST	7,500.00	521.85	0.00	9,563.85	0.00	(2,063.85)	127.52
*** TOTAL REVENUES ***	2,683,500.00	249,665.51	0.00	736,092.56	0.00	1,947,407.44	27.43
=====							
<u>EXPENDITURE SUMMARY</u>							
53-DEDICATED SALE TAX-GG	3,455,000.00	95,498.62	0.00	286,744.52	0.00	3,168,255.48	8.30
*** TOTAL EXPENDITURES ***	3,455,000.00	95,498.62	0.00	286,744.52	0.00	3,168,255.48	8.30
=====							
** REVENUE OVER(UNDER) EXPENDITURES *	(771,500.00)	154,166.89	0.00	449,348.04	0.00	(1,220,848.04)	58.24-
=====							

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

54 -STREET AND ALLEY FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
STATE TAX	29,000.00	2,549.46	0.00	7,626.10	0.00	21,373.90	26.30
OTHER TAX	115,000.00	10,842.58	0.00	30,026.89	0.00	84,973.11	26.11
INTEREST	<u>600.00</u>	<u>71.70</u>	<u>0.00</u>	<u>219.13</u>	<u>0.00</u>	<u>380.87</u>	<u>36.52</u>
*** TOTAL REVENUES ***	144,600.00	13,463.74	0.00	37,872.12	0.00	106,727.88	26.19
=====							
<u>EXPENDITURE SUMMARY</u>							
09-STREET & STORM	<u>470,000.00</u>	<u>5,000.00</u>	<u>0.00</u>	<u>7,500.00</u>	<u>46,090.00</u>	<u>416,410.00</u>	<u>11.40</u>
*** TOTAL EXPENDITURES ***	470,000.00	5,000.00	0.00	7,500.00	46,090.00	416,410.00	11.40
=====							
** REVENUE OVER (UNDER) EXPENDITURES *	(325,400.00)	8,463.74	0.00	30,372.12	(46,090.00)	(309,682.12)	4.83
=====							

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

56 -CEMETERY CARE

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
CEMETERY	28,000.00	1,856.25	0.00	5,200.00	0.00	22,800.00	18.57
INTEREST	6,500.00	63.23	0.00	6,450.34	0.00	49.66	99.24
*** TOTAL REVENUES ***	34,500.00	1,919.48	0.00	11,650.34	0.00	22,849.66	33.77
<u>EXPENDITURE SUMMARY</u>							
06-CEMETERY MAINT.-C	175,000.00	287.88	0.00	287.88	0.00	174,712.12	0.16
*** TOTAL EXPENDITURES ***	175,000.00	287.88	0.00	287.88	0.00	174,712.12	0.16
** REVENUE OVER (UNDER) EXPENDITURES *(	140,500.00)	1,631.60	0.00	11,362.46	0.00	(151,862.46)	8.09-

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

61 -WATER METER FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
DEPOSITS	80,000.00	0.00	0.00	0.00	0.00	80,000.00	0.00
INTEREST	1,299.00	14.39	0.00	1,201.40	0.00	97.60	92.49
*** TOTAL REVENUES ***	81,299.00	14.39	0.00	1,201.40	0.00	80,097.60	1.48
=====							
<u>EXPENDITURE SUMMARY</u>							
36-LINE MAINTENANCE-BT	80,000.00	0.00	0.00	0.00	0.00	80,000.00	0.00
*** TOTAL EXPENDITURES ***	80,000.00	0.00	0.00	0.00	0.00	80,000.00	0.00
=====							
** REVENUE OVER (UNDER) EXPENDITURES **	1,299.00	14.39	0.00	1,201.40	0.00	97.60	92.49
=====							

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

64 -POLICE BOND FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
POLICE FINES	178,500.00	27,636.00	0.00	71,886.30	0.00	106,613.70	40.27
MISC REVENUES	0.00 (	1.00)	0.00 (	1.00)	0.00	1.00	0.00
INTEREST	122.00	10.90	0.00	35.50	0.00	86.50	29.10
*** TOTAL REVENUES ***	178,622.00	27,645.90	0.00	71,920.80	0.00	106,701.20	40.26
<u>EXPENDITURE SUMMARY</u>							
03-POLICE DEPARTMENT-PS	319,800.00	30,213.36	0.00	66,015.67	3,766.56	250,017.77	21.82
*** TOTAL EXPENDITURES ***	319,800.00	30,213.36	0.00	66,015.67	3,766.56	250,017.77	21.82
** REVENUE OVER (UNDER) EXPENDITURES *	(141,178.00)	(2,567.46)	0.00	5,905.13 (	3,766.56)	(143,316.57)	1.51-

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

68 -WATER RESOURCE FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
UTILITY SERVICE	514,785.00	2,730.00	0.00	18,313.00	0.00	496,472.00	3.56
INTEREST	<u>1,000.00</u>	<u>11.69</u>	<u>0.00</u>	<u>3,501.76</u>	<u>0.00</u>	(<u>2,501.76</u>)	<u>350.18</u>
*** TOTAL REVENUES ***	515,785.00	2,741.69	0.00	21,814.76	0.00	493,970.24	4.23
=====							
<u>EXPENDITURE SUMMARY</u>							
68-WATER RESOURCES	<u>550,000.00</u>	(<u>10.84</u>)	<u>0.00</u>	<u>71.23</u>	<u>0.00</u>	<u>549,928.77</u>	<u>0.01</u>
*** TOTAL EXPENDITURES ***	<u>550,000.00</u>	(<u>10.84</u>)	<u>0.00</u>	<u>71.23</u>	<u>0.00</u>	<u>549,928.77</u>	<u>0.01</u>
=====							
** REVENUE OVER (UNDER) EXPENDITURES *	(<u>34,215.00</u>)	<u>2,752.53</u>	<u>0.00</u>	<u>21,743.53</u>	<u>0.00</u>	(<u>55,958.53</u>)	<u>63.55-</u>
=====							

FINANCIAL STATEMENT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2019

72 -COMPENSATED ABSENCES FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR EXPENSE	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
INSURANCE	112,502.00	9,375.18	0.00	28,125.38	0.00	84,376.62	25.00
INTEREST	<u>63.00</u>	<u>11.73</u>	<u>0.00</u>	<u>29.91</u>	<u>0.00</u>	<u>33.09</u>	<u>47.48</u>
*** TOTAL REVENUES ***	112,565.00	9,386.91	0.00	28,155.29	0.00	84,409.71	25.01
=====							
<u>EXPENDITURE SUMMARY</u>							
72-COMPENSATED ABSENCES	<u>112,565.00</u>	<u>2,374.14</u>	<u>0.00</u>	<u>5,879.99</u>	<u>0.00</u>	<u>106,685.01</u>	<u>5.22</u>
*** TOTAL EXPENDITURES ***	112,565.00	2,374.14	0.00	5,879.99	0.00	106,685.01	5.22
=====							
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	7,012.77	0.00	22,275.30	0.00 (	22,275.30)	0.00
=====							



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 4.d.

AGENDA ITEM: Approving a Revocable Permit to Trace Fiber Networks, LLC a wholly owned subsidiary of the Chickasaw Nation for easement access to install 55,690 feet of fiber optic cable.

I. BACKGROUND/DESCRIPTION:

Staff has received a request from Trace Fiber Networks, LLC to access our easement for the purpose of installing fiber optic cable. Their route will include installing fiber optic cable underground for approximately 55,690 feet. Staff has received their application which includes a charge of \$5.00 per rod (16.50 feet). This project is a total of 3,375 rods at a total cost of \$16,975.75.

A copy of the Revocable Permit Application with all attachments has been attached for your information.

II. RECOMMENDED ACTION:

Staff recommends to approve the permit for the use of right-of-way and easements for the installation of fiber optics for Trace Fiber Networks, LLC a wholly owned subsidiary of the Chickasaw Nation.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

1. Application

Chickasaw Nation - Fiber optic route through Chickasha



Google Earth

© 2018 Google

Image Landsat / Copernicus



Community Development
117 North 4th Street
Chickasha, OK 73018



REVOCABLE PERMIT APPLICATION

DATE: 8-27-19

CONTRACTOR'S NAME & BUSINESS ADDRESS: CD Brown Const - Inc

(Name)

PO BOX 675 Sulphur, OK 73086

(Street Address)

1-580-622-6363

(Phone Number)

1-580-622-4127

(Mobile Phone Number)

SCOPE OF WORK:

Describe the area to be disturbed (trenching, boring...).

KM2 file of route attached. Trax Fiber Network will be placing fiber thru Chickasha City Limits for approx 10.5 miles from north side of town to the south side of town. Fiber will be placed in a duct that will be bored, plowed, and trenched into place.

Timeline: 9-16-19 to 11-15-19

Construction Cost: Estimated at \$ 250,000.00

Total footage: 55,690 feet 3,375 rods total cost \$ 16,975.75

Provide a map of area to be disturbed (boring, trenching...) KM2 map Attached on Google Earth

Provide impact statement: Trax Fiber will be bored, plowed, and trenched in City ROW as shown on KM2.

[Signature]
Signature of Applicant

Signature of Permit Clerk/Inspector

APPROVED: ☐ NOT APPROVED: ☐

FEE: _____

REVO-_____

REVOCABLE COMMUNICATION CABLE PERMIT

This Revocable Permit made and entered into this _____ day of _____, 20____, by
and between the CITY OF CHICKASHA, hereinafter called City, and
_____, Applicant, hereinafter called
Permittee.

WITNESSETH:

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

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

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

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

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

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

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

6. This permit shall ensure to the benefit of the successors, lessees and assigns of the Permittee hereto only upon consent thereto in writing duly executed by said City.
7. It is understood and agreed by the parties hereto that this permit to the Permittee is subject to any and all Ordinances now in force or hereafter enacted by the City of Chickasha under and by virtue of permits or franchises heretofore granted and/or executed by the Community Development Director or the City of Chickasha, and that this permit is revocable at any time by the City upon notice thereof to the Permittee.
8. It is further expressly agreed that the Permittee will commence said work within ____ days from the date hereof and will prosecute the same vigorously and continuously and complete same on or before ____ days from the date of commencement.
9. Where openings are made in or adjacent to any street, alley or public right-of-way, the Permittee shall, at its own expense, furnish such barricades, fences, light and danger signals, shall provide such watchman, and shall take such other precautionary measures for the protection of persons, or property, as are necessary.

Neither the materials excavated nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The City reserves the right to remedy a neglect on the part of the Permittee as regards the protection of the work at the Permittees expense.
10. It is expressly agreed that in the event said City of Chickasha revokes this permit or directs Permittee to relocate all or a portion of the cable(s) authorized under this permit, Permittee will, at its sole expense, remove or relocate its cable(s) as City directs.
11. In the event the City, after having OKIE-one locate all utilities, damages to the cable occur, then the cost of the repairs will be borne by the Permittee.
12. All street crossings will require boring and/or tunneling below the (minimum 48 inches) street surface, unless special permission is received from the Community Development Director to open-cut.
13. This permit authorizes Permittee to use and occupy a portion of certain streets, alleys, easements, public rights-of-way and public properties, for the location of its cable(s) in a manner which will not interfere with the public use of said rights-of-way.

14. It is expressly understood that this permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property subject hereto.

15. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.

16. The Permittee agrees that this Revocable Permit is subject to the following conditions:

a. The Permittee shall _____

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

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

Signature

Title

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

Notary Public

My Commission Expires:

Community Development Director



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 4.e.

AGENDA ITEM: Approving a Revocable Permit to Dobson Technologies for easement access to install 1,735 feet of fiber optic cable for the new Domino C Store.

I. BACKGROUND/DESCRIPTION:

Staff has received a request from Dobson Technologies to access our easement for the purpose of installing fiber optic cable. Their route will include installing fiber optic cable underground for approximately 1,735 feet. Staff has received their application which includes a charge of \$5.00 per rod (16.50 feet).

A copy of the Revocable Permit Application with all attachments has been attached for your information.

II. RECOMMENDED ACTION:

Staff recommends to approve the permit for the use of right-of-way and easements for the installation of fiber optics for Dobson Technologies.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

1. Revocable Permit fiber optic Dobson Domino C Store



Community Development
117 North 4th Street
Chickasha, OK 73018



REVOCABLE PERMIT APPLICATION

DATE: 10/11/19

CONTRACTOR'S NAME & BUSINESS ADDRESS: Dobson Technologies
(Name)

14101 Wireless Way, Suite 300, Oklahoma City Oklahoma 73134
(Street Address)

405.242.1115 405.821.6616
(Phone Number) (Mobile Phone Number)

SCOPE OF WORK: Southern Plains Medical Center, 2222 W Iowa Ave. Chickasha OK

Describe the area to be disturbed (trenching, boring...).

Trenching 403 feet, Boring 1332 feet

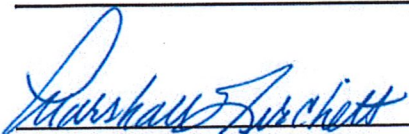
Timeline: 5 days

Construction Cost: 39,839.58

Total footage: 1735 feet

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

Provide impact statement: Single line use for equipment


Signature of Applicant

Signature of Permit Clerk/Inspector

APPROVED: ☐ NOT APPROVED: ☐

FEE: _____

REVO-_____

REVOCABLE COMMUNICATION CABLE PERMIT

This Revocable Permit made and entered into this 10 day of 10, 20 19, by and between the CITY OF CHICKASHA, hereinafter called City, and Dobson Technologies, Applicant, hereinafter called Permittee.

WITNESSETH:

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

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

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

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

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

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

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

6. This permit shall ensure to the benefit of the successors, lessees and assigns of the Permittee hereto only upon consent thereto in writing duly executed by said City.
7. It is understood and agreed by the parties hereto that this permit to the Permittee is subject to any and all Ordinances now in force or hereafter enacted by the City of Chickasha under and by virtue of permits or franchises heretofore granted and/or executed by the Community Development Director or the City of Chickasha, and that this permit is revocable at any time by the City upon notice thereof to the Permittee.
8. It is further expressly agreed that the Permittee will commence said work within ____ days from the date hereof and will prosecute the same vigorously and continuously and complete same on or before ____ days from the date of commencement.
9. Where openings are made in or adjacent to any street, alley or public right-of-way, the Permittee shall, at its own expense, furnish such barricades, fences, light and danger signals, shall provide such watchman, and shall take such other precautionary measures for the protection of persons, or property, as are necessary.

Neither the materials excavated nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The City reserves the right to remedy a neglect on the part of the Permittee as regards the protection of the work at the Permittees expense.

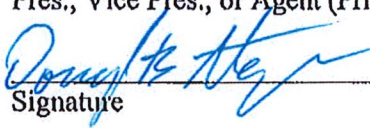
10. It is expressly agreed that in the event said City of Chickasha revokes this permit or directs Permittee to relocate all or a portion of the cable(s) authorized under this permit, Permittee will, at its sole expense, remove or relocate its cable(s) as City directs.
11. In the event the City, after having OKIE-one locate all utilities, damages to the cable occur, then the cost of the repairs will be borne by the Permittee.
12. All street crossings will require boring and/or tunneling below the (minimum 48 inches) street surface, unless special permission is received from the Community Development Director to open-cut.
13. This permit authorizes Permittee to use and occupy a portion of certain streets, alleys, easements, public rights-of-way and public properties, for the location of its cable(s) in a manner which will not interfere with the public use of said rights-of-way.

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

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

Doug Stephens

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


Signature

VP Outside Plant

Title

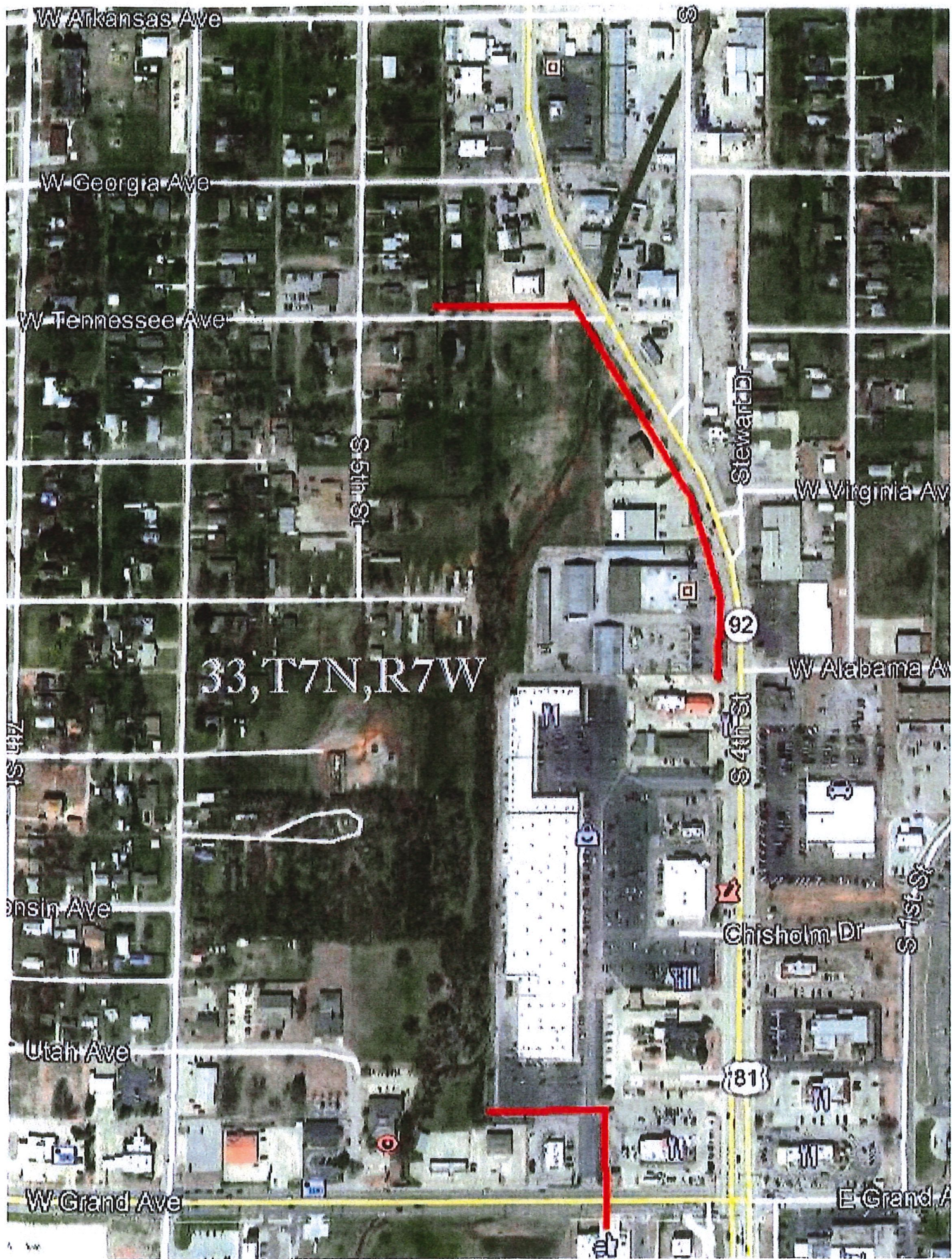
Subscribed and sworn to before me this 11 day of October, 20 19.


Notary Public



My Commission Expires: 10/12/21

Community Development Director





City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.a.

AGENDA ITEM: Public Hearing requesting rezoning of properties located at 1304 S. Grand Ave. from A-1 Agricultural to C-2 General Commercial District.

I. BACKGROUND/DESCRIPTION:

Requesting rezoning of properties located at 1304 S. Grand Ave. from A-1 Agricultural to C-2 General Commercial District.

Jerry and Sheila Layman purchased the property from the City of Chickasha. Their intention is to construct a miniature golf course.

II. RECOMMENDED ACTION:

Call a Public Hearing for the rezoning of property located at 1304 S. Grand Ave. from A-1 Agricultural District to C-2 General Commercial District.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action to approve an ordinance rezoning properties located at 1304 S. Grand Ave from A-1 Agricultural District to C-2 General Commercial District.

I. BACKGROUND/DESCRIPTION:

- The applicant is requesting a rezoning from A-1 Agricultural District to C-2 General Commercial District
- Jerry and Sheila Layman purchased the property from the City of Chickasha. Their intention is to construct a miniature golf course which requires a C-2 zoning.
- There were no opposition to the zoning request at the Public Hearing or the Planning Commission meeting held on October 8, 2019.
- Community Development did not receive any telephone or written opposition to the requested zoning change.

The Planning Commission reviewed this rezoning request at the September 10, 2019 meeting, and voted unanimously to recommend approval.

II. RECOMMENDED ACTION:

Approve Ordinance 2019-28 approving the rezoning of 1304 S. Grand to C-2 General Commercial District.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

1. Ord 1304 S Grand Ave rezone C2 CC 10-21-2019
2. 1304 S Grand Ave Council exhibits cc 10-21-19

ORDINANCE NO. 2019-28

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE ZONING MAP AND ORDINANCES AT PROPERTY LOCATED AT 1304 S. GRAND AVE. BY CHANGING THE ZONING DISTRICT FROM A-1 AGRICULTURAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT.

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

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

SECTION 1. That the zoning map and ordinances of Chickasha, Grady County, State of Oklahoma, be changed from Agricultural District (A-1) to General Commercial district (C-2) covering the hereinafter described property:

Legal Description:

A tract of land out of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) in Section 34-Township 7 North, Range 7 West of the I.M. Grady County, Oklahoma, described by metes and bounds as follows:
Commencing at the SE Corner of the Northeast Quarter of Section 34-T7N-R7W thence S 89°56'53" W along the South line of the NE/4 a distance of 1320.67 feet to the SE Corner of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) and the point of beginning, thence S 89°56'53" W along the South line of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) a distance of 330.14 feet, thence N 00°01'46" W to the North line of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) a distance of 660.60 feet, thence N 89°57'44" E along the North line of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) a distance of 330.15 feet to the NE Corner of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4), thence S 00°01'46" E along the East line of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) a distance of 660.52 feet to the SE Corner of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE/4 SW/4 NE/4) and the point of beginning, containing 5 acres more or less.

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

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

Adopted and approved this 21st day of October, 2019.

Chris Mosley, Mayor

ATTESTED:

Susan McDaniel, City Clerk
(SEAL)

1304 S Grand Ave

E Missouri Ave

E Arkansas Ave

E Georgia Ave

E Tennessee Ave

E Virginia Ave

Henderson St

R1

R3

R3

I2

A1

I1

N2850 Rd

H. E. Bailey Turnpike (Railroad)

1370

1000 ft

N

Google Earth

© 2018 Google

1304 S Grand Ave

E Missouri Ave

E Arkansas Ave

E Georgia Ave

E Tennessee Ave

E Virginia Ave

Henderson St

N 2850 Rd

H. E. Bailey Turnpike (Roll Road)

N

1370

1000 ft

Google Earth

© 2016 Google



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.c.

AGENDA ITEM: Public Hearing Requested rezoning of properties located at 1111 W. Choctaw Ave. from C-1 Light Commercial District to C-2 General Commercial District.

I. BACKGROUND/DESCRIPTION:

The owner has a potential buyer / tenant that requires the C-2 zoning. In order to operate as a medical marijuana dispensary, a zoning change must be made.

Legal Description: The West 5 feet of Lot 1 & 2 in Block 116 to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

II. RECOMMENDED ACTION:

Call a Public Hearing for the rezoning of property located at 1111 W. Choctaw Ave. from C-1 Light Commercial District to C-2 General Commercial District.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible action to approve Ordinance 2019-29 - rezoning of property located at 1111 W. Choctaw Ave from C-1 Local Commercial District to C-2 General Commercial District.

I. BACKGROUND/DESCRIPTION:

- The applicant is requesting a rezoning from C-1 Local Commercial District to C-2 General Commercial district.
- The applicant has a potential tenant that requires the C-2 zoning. In order to operate as a medical marijuana dispensary a zoning change must be made.
- The property is surrounded by C-1 and C-2 zoning on the north, west and east sides. Property to the south is zoned Residential R-2.
- The C-2 zoning is an appropriate zoning for the structure and existing business.
- No opposition was presented to the re-zoning request at the Planning Commission.

The Planning Commission reviewed this rezoning request at the October 8, 2019 meeting, and voted unanimously to recommend approval.

II. RECOMMENDED ACTION:

Approve Ordinance #2019-29 approving the rezoning of this property to C-2 General Commercial District.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

1. Ord 1111 W Choctaw Ave rezone to C2 CC 10-21-2019
2. 1111 W Choctaw council exhibits 10-21-19

ORDINANCE NO. 2019-29

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE ZONING MAP AND ORDINANCES AT PROPERTY LOCATED AT 1111 W. CHOCTAW AVE. BY CHANGING THE ZONING DISTRICT FROM C-1 LIGHT COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT.

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

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

SECTION 1. That the zoning map and ordinances of Chickasha, Grady County, State of Oklahoma, be changed from Light Commercial District (C-1) to General Commercial district (C-2) covering the hereinafter described property:

Legal Description: The West 5 feet of Lot 1 & 2 in Block 116 to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

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

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

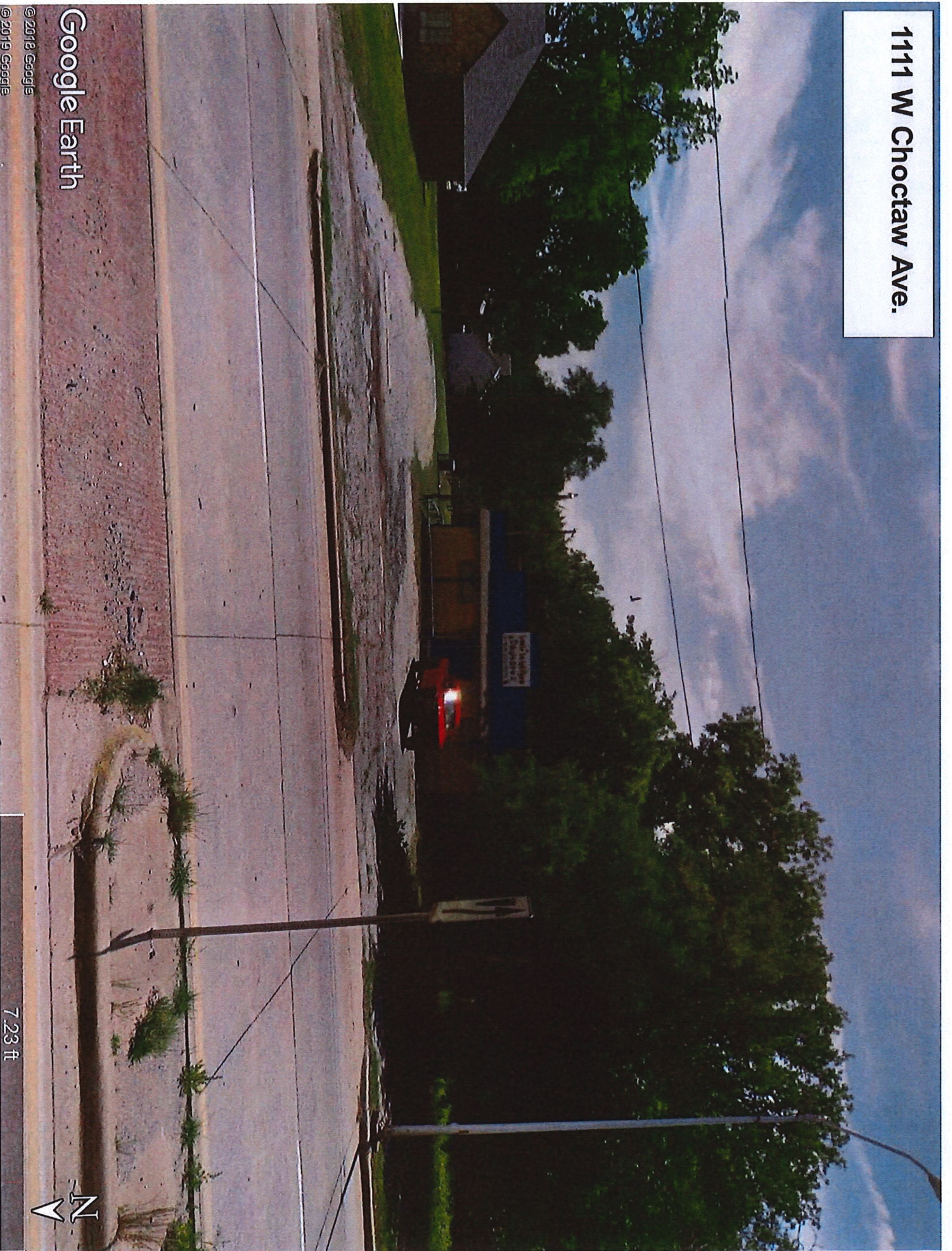
Adopted and approved this 21st day of October, 2019.

Chris Mosley, Mayor

ATTESTED:

Susan McDaniel, City Clerk
(SEAL)

1111 W Choctaw Ave.



Google Earth

© 2018 Google
© 2019 Google

7.23 ft



1111 W Choctaw Ave



Google Earth

© 2018 Google

N 12th St

22

N 11th St

200 ft



1111 W Choctaw Ave



Google Earth

© 2018 Google



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.e.

AGENDA ITEM: Public Hearing Requested rezoning of property located at 1426 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.

I. BACKGROUND/DESCRIPTION:

The owner has a potential buyer / tenant that requires the C-2 zoning. In order to operate as a medical marijuana dispensary a zoning change must be made.

Legal Description:

Lot Four (4), and the North 8 feet of Lot Five (5) in Block Three (3) in Elliott's Addition, to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

II. RECOMMENDED ACTION:

Call a Public Hearing for the rezoning of property located at 1426 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action approving the rezoning of property located at 1426 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.

I. BACKGROUND/DESCRIPTION:

- The applicant is requesting a rezoning from C-1 Local Commercial District to C-2 General Commercial district.
- The applicant has a potential tenant that requires the C-2 zoning. In order to operate as a medical marijuana dispensary a zoning change must be made.
- The property is surrounded by C-1 and C-2 zoning on the north and south sides. Property to the west is zoned Residential R-2. Property to the east is zoned Industrial I-1.
- The C-2 zoning is an appropriate zoning for the structure and existing business.
- No opposition was presented to the re-zoning request at the Planning Commission.

Planning Commission:

The Planning Commission reviewed this rezoning request at the October 8, 2019 meeting, and voted unanimously to recommend approval.

II. RECOMMENDED ACTION:

Approve Ordinance # 2019-30 approving the rezoning of this property to C-2 General Commercial District.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

1. Ord 1426 S 4th Street rezone to C2 CC 10-21-2019
2. 1426 1428 S 4th St council exhibits CC 10-21-19

ORDINANCE NO. 2019-30

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE ZONING MAP AND ORDINANCES AT PROPERTY LOCATED AT 1426 S. 4th STREET BY CHANGING THE ZONING DISTRICT FROM C-1 LOCAL COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT.

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

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

SECTION 1. That the zoning map and ordinances of Chickasha, Grady County, State of Oklahoma, be changed from Local Commercial District (C-1) to General Commercial district (C-2) covering the hereinafter described property:

Legal Description: Lot Four (4), and the North 8 feet of Lot Five (5) in Block Three (3) in Elliott's Addition, to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

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

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

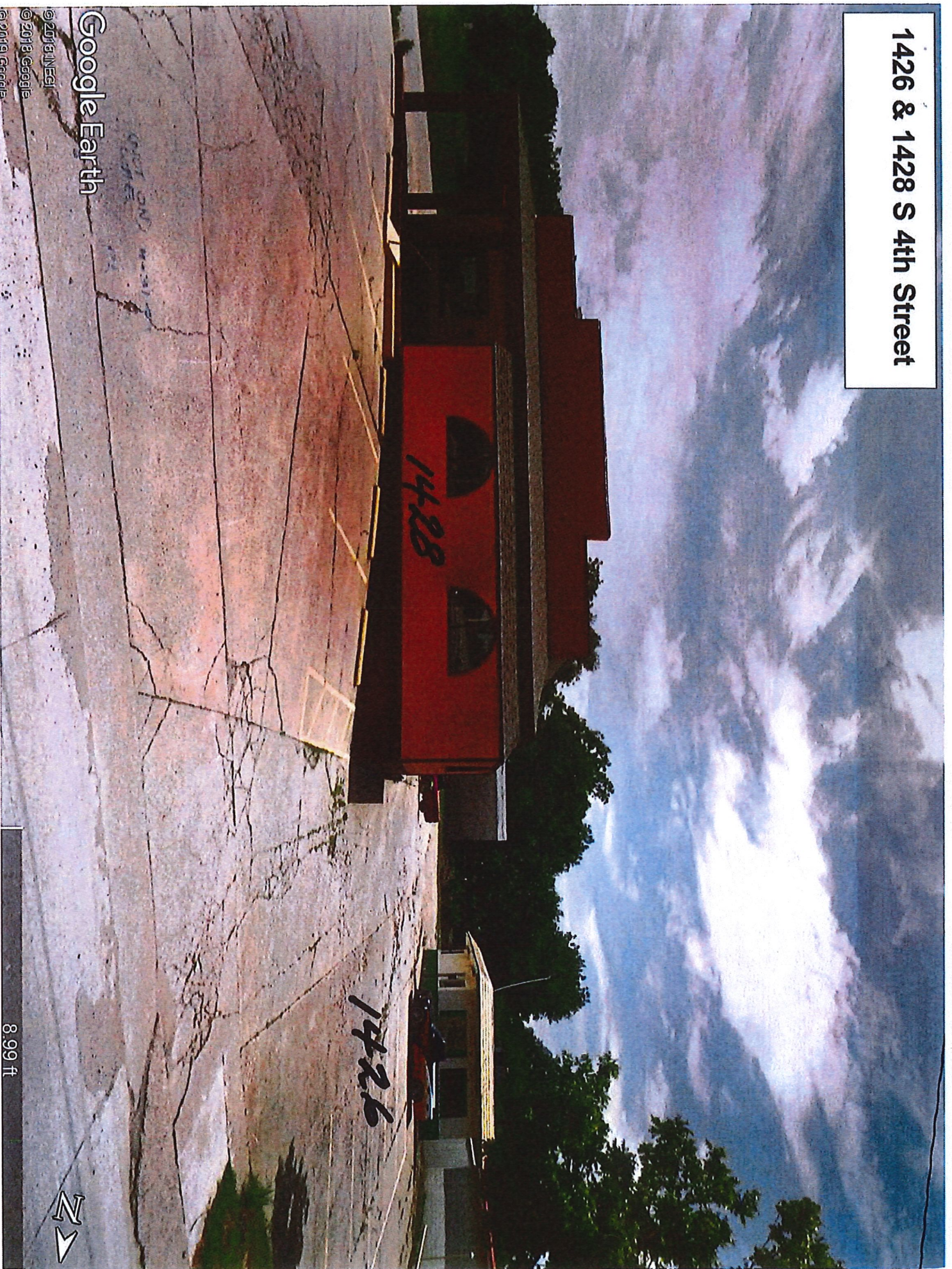
Adopted and approved this 21st day of October, 2019.

Chris Mosley, Mayor

ATTESTED:

Susan McDaniel, City Clerk
(SEAL)

1426 & 1428 S 4th Street



Google Earth

© 2013 INEGI

© 2013 Google

© 2013 Google

8.99 ft



1428 S 4th Street

S 5th St

W Tennessee Ave

81

S 4th St

I 1

I 1

Stewart Dr

1426
1428

R2

R2

C2

C2

C1

C1

C1

C1

C1

C2

C1

C1

C1

Google Earth

© 2013 Google

400 ft



1428 S 4th Street

S 5th St

W Tennessee Ave

S 4th St

81

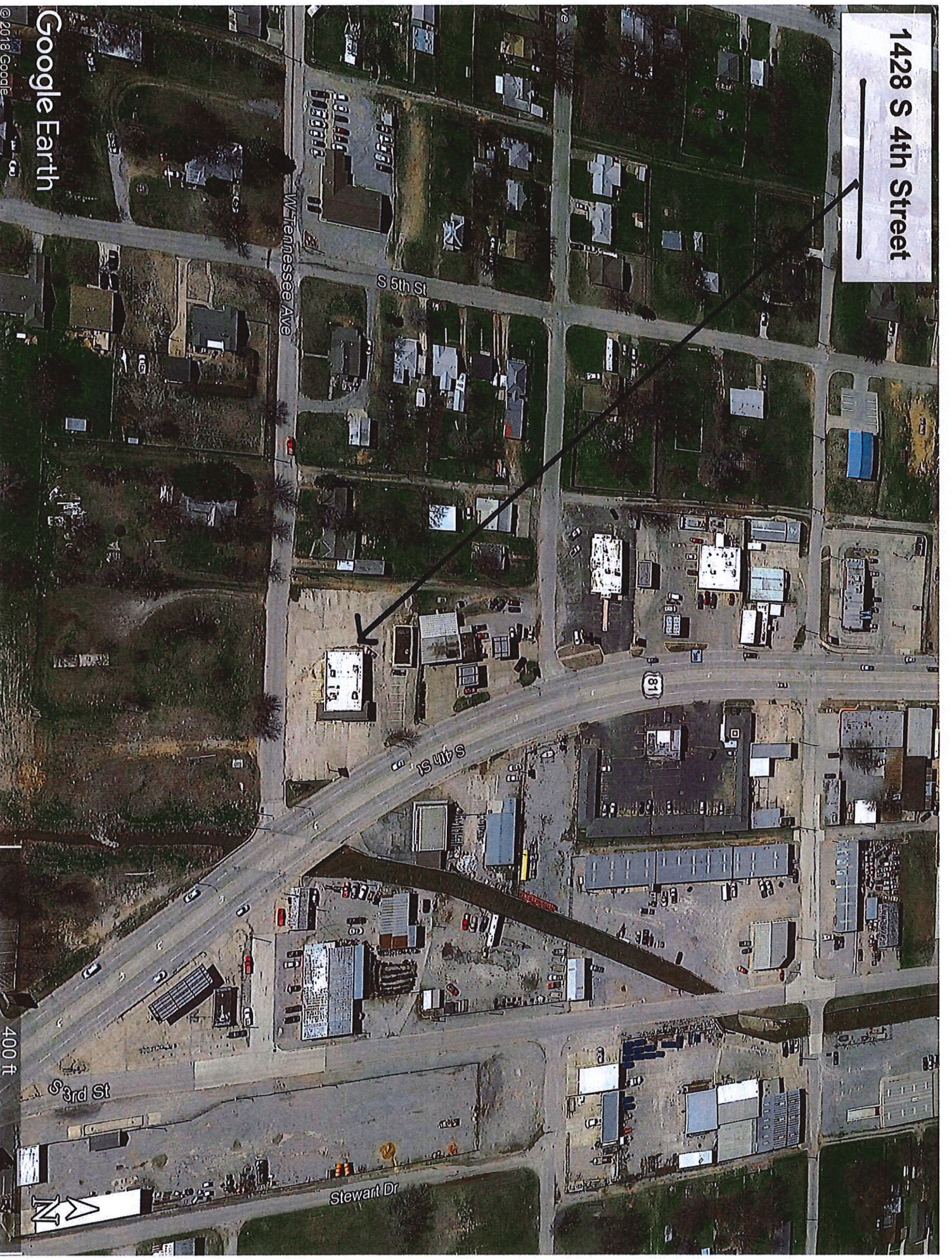
Stewart Dr

S 3rd St

Google Earth

© 2018 Google

400 ft





City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.g.

AGENDA ITEM: Public Hearing Requested rezoning of property located at 1428 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.

I. BACKGROUND/DESCRIPTION:

The owner has a potential buyer / tenant that requires the C-2 zoning. In order to operate as a medical marijuana dispensary a zoning change must be made.

Legal Description:

Lots Four (4), Five (5) and Six (6) in Block Three (3) in Elliott's Addition, to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

II. RECOMMENDED ACTION:

Call a Public Hearing for the rezoning of property located at 1428 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration and possible action approving the rezoning of property located at 1428 S. 4th Street from C-1 Local Commercial District to C-2 General Commercial District.

I. BACKGROUND/DESCRIPTION:

- The applicant is requesting a rezoning from C-1 Local Commercial District to C-2 General Commercial district.
- The applicant has a potential tenant that requires the C-2 zoning. In order to operate as a medical marijuana dispensary a zoning change must be made.
- The property is surrounded by C-1 and C-2 zoning on the north and south sides. Property to the west is zoned Residential R-2. Property to the east is zoned Industrial I-1.
- The C-2 zoning is an appropriate zoning for the structure and existing business.
- No opposition was presented to the re-zoning request at the Planning Commission.

Planning Commission:

The Planning Commission reviewed this rezoning request at the October 8, 2019 meeting, and voted unanimously to recommend approval.

II. RECOMMENDED ACTION:

Approve Ordinance # 2019-31 approving the rezoning of this property to C-2 General Commercial District.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Comm Dev	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

1. Ord 1428 S 4th Street rezone to C2 CC 10-21-2019

ORDINANCE NO. 2019-31

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE ZONING MAP AND ORDINANCES AT PROPERTY LOCATED AT 1428 S. 4th STREET BY CHANGING THE ZONING DISTRICT FROM C-1 LOCAL COMMERCIAL DISTRICT TO C-2 GENERAL COMMERCIAL DISTRICT.

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

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

SECTION 1. That the zoning map and ordinances of Chickasha, Grady County, State of Oklahoma, be changed from Local Commercial District (C-1) to General Commercial district (C-2) covering the hereinafter described property:

Legal Description: Lots Four (4), Five (5) and Six (6) in Block Three (3) in Elliott's Addition, to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

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

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

Adopted and approved this 21st day of October, 2019.

Chris Mosley, Mayor

ATTESTED:

Susan McDaniel, City Clerk
(SEAL)



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration and possible action to approve grant reimbursement for Crazy 8 Cafe as recommended by the Chickasha Economic Development Council, Inc.

I. BACKGROUND/DESCRIPTION:

- On October 8, 2019, the CEDC voted unanimously to fund the grant to Crazy 8 Cafe in the amount of \$50,000.00
- The grant is from funds earmarked for economic development with payment due upon issuance of the Certificate of Occupancy

II. RECOMMENDED ACTION:

Staff recommends approval of the economic development grant in the amount of \$50,000.00 to Crazy 8 Cafe as recommended by the CEDC; and further authorizing City Manager to amend budget to reflect project.

III. FISCAL INFORMATION - EDC Development Incentives

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Mgr	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 10-21-2019	(From) 26-26-5350-007		\$50,000.00

V. ATTACHMENTS:

1. CEDC Grant Recommendation Crazy 8 Cafe



Make Your Move
CHICKASHA
ECONOMIC DEVELOPMENT COUNCIL
221 W. Chickasha Ave/POBox 873 Chickasha, OK 73018/405-224-0787

October 10, 2019

City of Chickasha
Attn: John Noblitt, City Manager

Re: Grant Reimbursement Process for Crazy 8 Café

On October 8, 2019 at the CEDC monthly board meeting the motion as stated below was voted on unanimously by the CEDC Board of Directors on the process to fund the grant to Crazy 8 Café:

Motion made by Ross, second by Lowe to recommend to City Council for approval of a grant up to \$50,000.00 to Crazy 8 Café from funds earmarked for economic development grants with payment due upon issuance of Certificate of Occupancy. Motion passed with all voting in favor.

We are requesting that this recommendation be placed on the City Council's October 21, 2019 meeting agenda for their for approval.

Respectfully,

Tamara Carlson
Director of Business Retention and Expansion
Director of Operations

Chickasha Area Economic Development Council, Inc.
October 8, 2019

Minutes of Meeting

Present: Jay Epperson, Zack McGill, Chris Mosley, Kyle Abrahams, John Noblitt, John Mosley, John Feaver, Dick Lowe, Weston DeHart, Tom Avant, Hank Ross, Cassandra Ersland and Ed Stanton
Absent: Seth DeHart (excused), Tim Elliot (excused) and Ralph Beard
Staff: Tamara Carlson and Neil Steinle
Guests: Kimmy Loggins, Shae Mortimer, Jim Hopkins, Andy Maher, Dwain Sehon, Tim Hushbeck, Floyd Gauntt, Ronnie Boggle, Kean Spellman, Steve LaForge, Mary Ann Burruss, Amanda Bertelli, Barry Albrecht, Karene Sandra, Leasa Furr, Terry VanCleave, Darren Keef, Jeff Herndon, Micah McCarty, Sandra Robinett, Susan Ford, Carmon Noland

I. Call to Order

At 7:30 a.m. it was determined a quorum was present and Chairman Epperson called the meeting to order.

Paul Lewis introduced this year's Leadership Chickasha class. The following people were part of this year's class: Amanda Bertelli, Mary Ann Burruss, Karene Sandra, Leasa Furr, Shae Mortimer, Darren Keef, Jeff Herndon, Terry VanCleave, and Micah McCarty.

Carlson introduced Sandra Robinett. She is the new Consultant from AT&T for the area.

II. Motion for Discussion/Approval/Vote of the September 2019 Board Minutes

Motion made by Abrahams, second by McGill to accept the September 10, 2019 Board minutes as presented. Motion passed with all voting in favor.

III. Motion for Discussion/Approval/Vote of September 2019 Financials

Motion made by Stanton, second by McGill to accept the September 2019 Financials as presented. Motion passed with all voting in favor.

IV. Motion and possible action on EDC Central Business District Grant Amendment

Carlson stated that this amendment is to add a sheet that applicants must fill out to estimate their first year sales and property tax generation to the application and an amendment to the guidelines adding the sentence to 1. "The attached First Year Sales and Property Tax Projection Sheet must be completed and submitted with the application." and adding "First Year Sales and Property Tax Projections Sheet" to the Proposal Contents Checklist.

Motion made by McGill, second by DeHart to approve the Central Business District Grant amendment as presented. Motion passed with all voting in favor.

V. Discussion of Economic Outlook

Lewis stated that rig counts in Grady county are down about 50% from last year.

Maher said that the fall will be a busy period for the Fairgrounds. This weekend will be a Western Oklahoma Ranch Horse Association event. The following weekend will be the Antique Auto Club Swap Meet. The Capitali\$t team roping event will also be held at the Fairgrounds this month from the 20th-27th.

Ersland said the Chamber Cornhole Tournament went well. The Rock Island Arts Festival had a large turnout this year. Green Bay Packing and LSPI had recently joined

the Chamber. The Chamber and EDC will be holding a Manufacturer's Luncheon next Wednesday.

Lowe commented that manufacturing is still in a slowdown. The whole state looks to be experiencing an economic slowdown.

Spellman stated that Grady Memorial Hospital is having trouble reaching an agreement with BlueCross.

VI. Community Development Committee Update – Weston DeHart

DeHart stated that there would be a Community Development Committee meeting this afternoon at 2 p.m. to talk about additional downtown lighting for the Christmas season.

VII. CEDC Update

Carlson stated that she had met with Brett Kisling, the Executive Director of the Oklahoma Department of Commerce, Scott Smith and Dick Lowe. They visited HSI Sensing and LSPI. The EDC has been working with LSPI and another company from El Reno to recruit employees for LSPI.

VIII. Consideration to enter into Executive Session to discuss:

- A. ...For the purpose of conferring on matters pertaining to economic development; financing.... pursuant to 25 O.S., Section 307 (C) (9) of the Open Meeting Act.
- B. ...For the purpose of discussing negotiations concerning employees and representatives of employee groups...pursuant to 25 O.S., (B) (2) of the Open Meeting Act.

Motion made by Lowe, second by DeHart to enter into Executive Session. Motion passed with all voting in favor. Executive Session begins at 7:53 a.m.

IX. Discussion, consideration, and possible action to reconvene open session and take appropriate action on any matter discussed in executive session.

Motion made by Abrahams, second by McGill to reconvene Open Session. Motion passed with all voting in favor. Open Session reconvenes at 8:38 a.m.

Motion made by Ross, second by Lowe to recommend to City Council for approval of a grant up to \$50,000.00 to Crazy 8 Café from funds earmarked for economic development grants with payment due upon issuance of Certificate of Occupancy. Motion passed with all voting in favor.

No action was taken for item VIII. B.

XI. New Business

There was no New Business.

XII. Closing Comments, Announcements & Adjournment

Meeting adjourned at 8:43 a.m.

Respectfully submitted by:



Neil Steinle



J.E. Epperson, Chairman



Central Business District Building Grant Agreement and Guidelines

THIS AGREEMENT is made and entered into on this the 2 day of October 2017 by and between the Chickasha EDC, hereinafter referred to as "CEDC", and Crazy 8 Cafe

_____, hereinafter referred to as "Applicant".

The Applicant and the CEDC certify and agree to the terms and conditions as set forth below:

The Applicant is the owner of a certain real property located at 424 Chickasha Ave ^{lot seventeen Black forty (40)} in the City of Chickasha, Grady County, Oklahoma, hereinafter referred to as "Property," lying within the Chickasha Central Business District (see attached map) an area where the CEDC is conducting a Grant Program as described below.

Purpose: to encourage Downtown property owners located between 1st – 7th street and Kansas and Choctaw Avenue (See attached Central Business/Historic District Map) to make improvements to their properties being used for retail trade producing sales or use tax dollars for the City of Chickasha.

Incentive: A \$1 reimbursement for each \$3 of private funds invested, with a maximum reimbursement of \$20 per square foot, based on improvement square footage. Eligible uses include purchase, façade, structural, utility improvements, storage, roof repair/replacement, off-street parking, equipment, demolition, ADA compliance, flood proofing, and other qualifying uses approved at the discretion of the CEDC Board.

Guidelines:

To be considered for a grant, applicants must agree to the guidelines set out in this agreement by signing below. They must complete and sign the application form. Complete proposals must contain all information and materials requested. (See below). Incomplete proposals will not be considered.

1. The resulting property usage must produce use or sales tax dollars for the City of Chickasha.
2. Grant funds will not be distributed until project is complete per the specifications of the approved grant application, and/or a certificate of occupancy is received from the City of Chickasha.
3. Projects must increase the real property value. The EDC may require a copy of the lender's appraisal upon project completion if applicable or confirmation from county assessor.
4. Properties in the Central Business District being purchased for a project that will produce use or sales tax may be eligible for the \$1 reimbursement for each \$3 of private funds invested with a

maximum reimbursement of \$20 per square foot. Purchase price may be eligible upon grant approval by CEDC Board and City Council but is not guaranteed funding if the grant is not approved. Property can be a building, vacant land or a building to be demolished as long as the property is used for improvement of square footage, utility improvements, storage, off-street parking, equipment, demolition, ADA compliance, flood proofing, and other qualifying uses approved at the discretion of the CEDC Board. The purchase of the property must be within 6 months of the grant application approval. Any property purchased 6 months prior to application approval will not be considered for grant funding.

5. All reimbursements with grant funding, for both purchase of property and/or improvements will not be paid prior to verified completion of the project and/or a certificate of occupancy received by the City of Chickasha. Improvements including improvement of square footage, façade, structural, utility improvements, storage, roof repair/replacement, off-street parking, equipment, demolition, ADA compliance, flood proofing, and other qualifying uses approved at the discretion of the CEDC Board of any kind to the property prior to grant approval shall **NOT** receive grant funding.
6. Applicants may apply for and qualify for more than one grant. Only one grant application will be accepted per building. No building/address may apply for more than one grant. Each application submitted must sign this agreement committing to these guidelines. Funding will only be awarded per approved application, per independent inspection of premises and review of invoices. The EDC may require the lender's construction inspection sheet if applicable. The EDC may also require an Architect's application and certification for payment upon project completion or issuance of the Certificate of occupancy from the City of Chickasha.
7. Grants are not transferrable. If the property is sold the new owner would be required to apply for grant funding.
8. Applications are reviewed in the order presented. Applicants must be in good standing with the City of Chickasha and Grady County regarding payment of utilities, taxes, and other assessments.
9. All proposed projects must be planned, constructed, and completed by the applicant. Chickasha EDC is not responsible for the completion of any proposed projects awarded funding.
10. Applicant agrees to allow the CEDC or its agents access to buildings and improvements, when convenient for all parties, for inspection of the work and progress of completion.
11. Proposed projects should comply with all federal, state, and local laws, ordinances, rules, and regulations. The applicant shall obtain all required local, state, and federal permits prior to commencing construction. Chickasha EDC is not responsible for obtaining any required permits for the proposed project.
12. Applicants must provide proof of available funds to complete project. Applicants may not count any state/federal tax credits or the proposed grant money toward the proof of available funding.

Approval Process: The Downtown Economic Development Grant applications will be reviewed with the following steps:

1. Chickasha Economic Development Council Staff
2. Chickasha Economic Development Council Executive Committee
3. Chickasha Economic Development Council Board
4. Chickasha City Council

A project application may be declined/turned down during any of the fore-mentioned steps at the discretion of the Chickasha EDC, its Executive Committee, its Board of Directors, and/or Chickasha City Council with or without notice to the applicant prior to the declining of the project application.

Chickasha EDC reserves the right to decrease grant award amounts to meet program budget requirements; therefore, applicants may be offered an amount less than the total requested funds.

Proposal Contents Checklist

- Complete Application
- Map of proposed project location
- Certificate of Liability Insurance
- Budget Summary (to include job estimates or quotes, if available) ✓
- Copies of acquired permits and/or approvals (if applicable)
- Color photographs of the project area
- Schematic drawings of proposed project ✓
- Proof of available funds for financing

Grant Awards: Grant funds awarded by the Chickasha EDC will be a \$1 reimbursement for each \$3 of private funds invested, with a maximum reimbursement of \$20 per square foot. Chickasha EDC reserves the right to decrease grant award amounts to meet program budget requirements; therefore, applicants may be offered an amount less than the total requested funds.

Projects must be completed no later than 18 months after the approval of the project by Chickasha City Council. An extension(s) may be permitted for projects determined to be incomplete by the appropriate deadline. The extension period will be determined on a case-by-case basis at the discretion of the Chickasha EDC/Chickasha City Council. **Failure to complete the project by the deadline of 18 months after the approval of the project by Chickasha City Council or by the deadline of an extension period permitted by the Chickasha EDC will result in forfeiture of Grant Awards.**

Grant recipients will be required to display signage at the project site to denote Chickasha EDC's financial contribution to the project. Signage will be provided by Chickasha EDC.

Approval Process: Once the project has been completed, a certificate of occupancy has been received from the City, the applicant has submitted all required documentation and receipts have been verified, Chickasha EDC will reimburse the applicant with its share of grant funds.

Finalizing the Grant: Following grant approval, individual grant awards are considered pending until the applicant and CEDC sign a Grant Fulfillment Agreement. The Agreement will describe the project, the project budget and the amount of funding awarded by the CEDC. Upon execution of the Agreement, the grant is considered finalized and grant funds may be distributed based upon the conditions outlined in the Agreement.

Calvin Roland
Signature – Applicant

John Ford
Signature – Chickasha EDC

10-2-19
Date 10-2-19

10-4-19
Date

Neil Steinle
Notary Public, State of Oklahoma

10/2/19
Notarization Date

My Commission Expires:



Historic District Expansion 2015

Ord. # 2015-12



1 inch = 200 feet



Make Your Move
CHICKASHA
ECONOMIC DEVELOPMENT COUNCIL

Central Business District Building Grant Application

The information requested below will be used to process your application under the terms and conditions of the Chickasha Economic Development Council's Central Business District Grant as defined in the Central Business District Grant Agreement and Guidelines.

I. Applicant Information

1. Applicant(s) name: Crazy 8 Cafe
Mailing address: 1702 S. 13th Street - Carmen Noland
City: Chickasha State: OK Zip: 73018

Federal Tax ID or Social Security Number: 42 1635021
2. Applicant's daytime telephone number: 405-609-0501 Carmen
Cell# (405) 779-1000 Susan Facsimile# ()
E-mail address: susanfordcrazy8@gmail.com
3. Status of applicant (please check one)
☒ Property owner with vacant facility
☐ Property owner with tenant business
☐ Property owner/operator of existing business on property
4. Owner of property is a/an (please check one)
☐ Individual
☐ Partnership (attach copy of Partnership Agreement)
☐ Corporation/profit (attach copy of Articles of Incorporation)
☐ Corporation/nonprofit (attach list of officers and directors)
☐ Trust (attach copy of Trust Agreement)
☒ LLC
☐ Other
5. Length of ownership: 1 month
Date purchased: 9-11-19
☒ Copy of closing statement attached ☒ Copy of recorded deed attached

II. Property Information

1. Address of property to be improved:
424 W. Chickasha Ave.
2. Legal description of subject property: (Attach information, if needed)
lot seventeen Block forty(40)

3. Tax Assessor Parcel Number(s): C001-00-040-0170-000-00
4. Year built: 1926 Square footage: 2500
title number 102,199
5. What are the current types of businesses occupying the building?
N/A
6. Name and phone number of tenant(s) if applicable: (Attach additional names/numbers, if needed)
N/A
7. Use of building after construction:
restaurant
- a. Description of tenant use (if applicable)
N/A
- ☐ Copy of tenant(s) letter(s) of intent attached (if applicable)
8. Number of parking spaces provided: Chickasha Street Parking - front
City lot parking - rear Proposed: _____ Total: _____
9. Current zoning: commercial
10. Is a zoning amendment required? Yes ___ No ✓
If yes, has the rezoning process started? Yes ___ No ___
11. Attach architectural and elevation renderings.

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans. Identify the materials to be used, such as the type of paint or stain (i.e., exterior latex, color, etc.). Include details of new signs or awnings, etc. Provide color photos of the subject property and those adjacent prior to and after the improvements are made.

Description: Attached

☒ Designs Attached

☒ Before Picture(s) Attached

IV. Work Estimates

Please attach estimates for each component of the proposed improvement. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements. Professional fees such as architects, engineers, and solicitors are not eligible costs. Labor provided by the Applicant or tenant of the building is not an eligible cost.

1. Name/Company and Phone Number of Preferred Contractor:

Denver Talley Properties, Carmen Noland / Susan Ford

Amount: _____

2. Name/Company and Phone Number of Second Contractor:

Amount: Mike Ervland HVAC + Plumbing

Jerry Harris - electrical

Flooring - tbd

Jessie Smith - HVAC apprentice

general construction

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: 75,000 purchase price

plus 104,402 estimated. Plus pending estimates

5. Estimated completion date for your improvements?

early 2020

V. Loan Information

Amount of financing requested: Approx 185,000 (60,000 mfg + construction) / ca

Source of equity and applicant's percentage of ownership: 15,000 down payment

Participating Bank and Contact: FNB - Bill Frick - contact

☒ Copy of lender commitment letter attached (if applicable) Will have on Friday 10-4-19

VI. Financial Information:

If the applicant does not need lending from a bank and no lender commitment letter is available then CEDC will require a letter of credit from the applicant's bank or applicant must provide financial statements on business or individual for the *Current Year*, (within 45 days) and *Past Three (3) Years*, including profit and loss statements and tax returns. If the business is new, submit your personal tax returns for the *Past Three (3) Years*.

VII. Credit References: Names and Addresses of three references

VIII. Signature of Owner/Authorized Agent-Affidavit or Sworn Declaration

I/We, Susan Ford Carmen Noland,

of the City of Chickasha, County of Grady, State of Oklahoma, make oath and say (or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application in respect of the application is true.

I/We hereby authorize inspections of my/our property to be improved.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the Chickasha Economic Development Council's Economic Development Grant Program

I/We, Susan Ford Carmen Noland am the owner of the land that is the subject of this Application and, for the purposes of the Freedom of Information and Protection of Privacy Act, I/we authorize and consent to the use by or the disclosure to any person or public body of any personal information that is collected under the authority of the _____ for the purposes of processing this application.

Sworn to (or declared before me), Neil Steinle, a
Notary Public in and for the State of Oklahoma, on this the 2 day of 10,
2012.

Carmen Noland
Applicant
Susan Ford
Co-Applicant

Neil Steinle

Notary Public, State of Oklahoma

My Commission Expires:



IX. Authorization for Agent *(complete only if Applicant is not the registered Owner)*

I/We, _____ the
owner of the subject property, hereby authorize _____
(Agent) to act on my behalf with respect to the application.

Date

Signature of Owner(s)

Note: Information provided in this application will become part of a public record.

proposed improvements and costs estimates for 424 West Chlokasha Ave., Chlokasha, OK

Demolition:

remove existing cabinetry

remove carpet

uncover west back door

remove lower portion of inside wall that currently frames existing kitchen area

remove water heater and shorten length of heat and air closet

cut through existing concrete flooring from back of building to proposed restroom area

remove existing counter in proposed waitress area/drink station

remove popcorn ceiling texture from proposed kitchen space

Plumbing:

trench 18" to install required plumbing for two restrooms

drains on opposite side of restroom wall for espresso machine, coffee maker, handsink, soda machine, ice maker

plumb water above ceiling for drink station and restroom areas

continue trench through proposed kitchen wall (new) to provide drainage for three compartment sink (with grease trap), hand sink, and prep sink

continue water service above ceiling for kitchen equipment

install mop sink in existing employee restroom in back of building

Electrical:

replace any electrical wiring that does not meet code

provide electricity to center area of proposed kitchen to supply power to sandwich prep and salad prep tables (post)

provide electrical outlets to east wall of proposed kitchen. 220 and 110 needed

provide electrical outlets to drink station wall. 220 and 110 needed

change lighting in dining room from fluorescent to canned

install four ceiling fans

outside lighting front and back

New construction/repair

construct new wall from back west door to enclose proposed kitchen area

extend existing wall from back existing employee restroom to enclosed proposed office area and enclose shortened length of heat and air closet

install 2 ADA compliant restrooms (specification provided separately)

install new 36-40" back door

repair ceiling in drink/wait station

Heat and Air:

relocate return and thermostat to dining room

install additional vents in proposed kitchen

install vent hood above range on back (north) wall

install tankless water heater

Signage:

front and back of building

Cost of Equipment:

6 burner range	1600.
Venthood/Installation	11,000.
prep sink with drain	448.
2 hand sinks @118 each	236.
2 restroom sinks @230 each	460.
2 faucets @150 each	300.
2 mixing valves @80. each	160.
2 36" safety rails for restrooms @ 40. each	80.
2 42" safety rails for restrooms @ 45 each	90.
2 toilets @ 275. each	550.
Salad prep station	2000.
three compartment sink	760.
drink station table with sink	554.
shelving above all work stations	2000.
2 coffee carafes @50 each	100.
2 stainless tea urns @ 90 each	180.
36-42 inch door for back entrance	1800.
tankless water heater	1600.
100 sheets sheetrock @13.	1300.
two doors for restrooms @120. each	240.
(with self closures) /2 @ 75. each	150.
36" door for kitchen wall into walkway	300.
2 microwaves @ 400 each	800.
mop sink	250.
2 hand sink faucets	300.
1 prep sink faucet	150.
lighting fixture for kitchen	200.
2 mirrors for restrooms @100. each	200.
dining chairs 70 @ 34.90	2443.
8 24" tabletops @ 117 each	936.
15 30" tabletops @ 140 each	2100.
23 table height table bases @ 50 each	1150.
5 bar height table bases @ 75. each	375.
27 foot wooden banquette seating	3000.
15 foot bar top	pending
14 barstools @ 130. each	1820.
counter	pending
shelves behind counter in dining area	250.
pos system	1287.
register	
computer	
4 ceiling fans @300. each	1200.
4 lighting fixtures for dining area @75 each	300.
lighting fixtures for two entrances @150 each	300.
paint 10 gallon @ 35. each	350.
primer 5 gallons @ 35 each	175.

frp panels for kitchen area 5 10 ft panels	850.
misc construction materials	1000.
flooring 2500@6/ft	15000.
fencing material and labor for back	
30 feet @35./ft	1050.
concrete for outside back	12,000.
inside plumbing	10,000.

pending estimates:

front and back signage	
outside w&s	
electrical	
HVAC	
labor for construction 8 weeks @ 1800/wk	18,000.

projected costs excluding pending estimates	\$104,402
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GRADY COUNTY ASSESSOR

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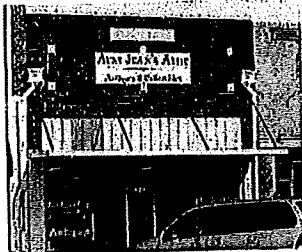
COUNTY ASSESSOR TAX ROLLS PERSONAL INFORMATION

THE CRAZY EIGHT CAFE, LLC
424 CHICKASHA AVE

CHICKASHA OK 73018

Land Market Value
Land Assessed Value
Improvements Market Value
Improvements Assessed Value
Misc. Market Value
Misc. Assessed Value
Mobile Home Market Value
Mobile Home Assessed Value

PHOTOS


[Larger View](#)

PROVIDED BY: 
Barl Firestone
Grady County Assessor

326 Choctaw
Chickasha, OK 73018
(405) 224-4361

[Print-Friendly Page](#)

REAL PROPERTY INFORMATION

Parcel	C001-00-040-017-0-000-00
Add/Sec/Twn/Rge	C001 00 040 017
Acres/Ag Acres/Use	0.00/0 UrbanCom
Property	424 CHICKASHA
Location	CHICKASHA
Book & Page	6643 375
DocStamps	\$112.50

GROSS ASSESSED VALUE *(What is this?)*

\$13,406.00	Total Market Value	\$66,376.00
\$1,476.00	Total Assessed Value	\$7,302.00
\$52,970.00	Total Exemption	\$0.00
\$5,827.00	Net Assessed Value	\$7,302.00
\$0.00	School District	9001 Chick City
\$0.00	Voting District	
\$0.00	More Detail	

LEGAL DESCRIPTION

28-07-07-26800 ALL LOT 17 BLK 40 CHICKASHA-OT

DATA LAST UPDATED:
09-25-2019
12:54:30

**Limited Liability Company Agreement of
The Crazy Eight Cafe LLC,
a Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of The Crazy Eight Cafe LLC, LLC (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for The Crazy Eight Cafe LLC, a Member-managed Oklahoma limited liability company (the "Company") formed under and pursuant to Oklahoma law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Oklahoma law absent such a provision, this Agreement, to the extent permitted under Oklahoma law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:
- 317 Chickasha, CHICKASHA, Oklahoma 73018, or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Susan H. Ford. The Agent's registered office is 601 S. 7TH, CHICKASHA, Oklahoma 73018. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Oklahoma Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:

Food Service

- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Oklahoma law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Oklahoma. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Oklahoma law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Oklahoma law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Susan H. Ford, 50%

Carmon Noland, 50%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Oklahoma law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse

- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Oklahoma (without regard to conflicts of law principles thereof).
- G. Application of Oklahoma Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Oklahoma law.
- H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Oklahoma law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of June 10, 2004.

Signature:

Susan H Ford
Susan H. Ford

Signature:

Carmon Noland
Carmon Noland

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT	B. TYPE OF LOAN				
	1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.				
	6. FILE NUMBER 1808-018		7. LOAN NUMBER		
	8. MORTGAGE INS CASE NUMBER				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/28 (CRAZY EIGHT CAFE, LLC FPD/1808-018/13)

D. NAME AND ADDRESS OF BORROWER	E. NAME AND ADDRESS OF SELLER	F. NAME AND ADDRESS OF LENDER
The Crazy Eight Cafe, LLC 424 Chickasha Ave Chickasha, OK 73018	Dale Taylor and Tammy Taylor PO Box 2 Amber, OK 73004	The First National Bank & Trust Co. P. O. Box 1130 Chickasha, OK 73023
G. PROPERTY LOCATION 424 Chickasha Ave Chickasha, OK 73018 Grady County, Oklahoma	H. SETTLEMENT AGENT Cochran Abstract & Closing Company PLACE OF SETTLEMENT 314 Choctaw Avenue Chickasha, OK 73018	I. SETTLEMENT DATE September 11, 2019

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	76,000.00	401. Contract Sales Price	76,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	2,148.00	403.	
104.		404.	
105.		405.	
<i>Adjustments For Items Paid By Seller In advance</i>		<i>Adjustments For Items Paid By Seller In advance</i>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	77,148.00	420. GROSS AMOUNT DUE TO SELLER	76,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	60,000.00	502. Settlement Charges to Seller (Line 1400)	2,105.22
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage to James & Nadine Allen	24,979.18
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/19 to 09/11/19	498.28	511. County Taxes 01/01/19 to 09/11/19	498.28
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	60,498.28	520. TOTAL REDUCT. AMT DUE SELLER	27,582.64
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)	77,148.00	601. Gross Amount Due To Seller (Line 420)	76,000.00
302. Less Amount Paid By/For Borrower (Line 220)	(60,498.28)	602. Less Reductions Due Seller (Line 520)	(27,582.64)
303. CASH (X FROM) (TO) BORROWER	16,649.72	603. CASH (X TO) (FROM) SELLER	47,417.36

L. SETTLEMENT CHARGES									
700. TOTAL COMMISSION Based on Price \$ @ %					PAID FROM BORROWER'S FUNDS AT SETTLEMENT		PAID FROM SELLER'S FUNDS AT SETTLEMENT		
Division of Commission (line 700) as Follows:									
701 \$ to									
702 \$ to									
703. Commission Paid at Settlement									
704. to									
800. ITEMS PAYABLE IN CONNECTION WITH LOAN									
801. Loan Origination Fee 0.4187 % to The First National Bank & Trust Co.					250.00				
802. Loan Discount % to									
803. Appraisal Fee to									
804. Flood Certification to The First National Bank & Trust Co.					15.00				
805. EDR to The First National Bank & Trust Co.					100.00				
806. Release of Mortgage to The First National Bank & Trust Co.					15.00				
807. Assumption Fee to									
808.									
809.									
810.									
811.									
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE									
901. Interest From to @ \$ /day (days %)									
902. Mortgage Insurance Premium months					POC				
903. Hazard Insurance Premium years									
904.									
905.									
1000. RESERVES DEPOSITED WITH LENDER									
1001. Hazard Insurance months @ \$ per month									
1002. Mortgage Insurance months @ \$ per month									
1003. City/Town Taxes months @ \$ per month									
1004. County Taxes months @ \$ per month									
1005. Assessments months @ \$ per month									
1006. months @ \$ per month									
1007. months @ \$ per month									
1008. months @ \$ per month									
1100. TITLE CHARGES									
1101. Settlement or Closing Fee to Cochran Abstract & Closing Co.					150.00		150.00		
1102. Abstract to Cochran Abstract & Closing Co.					625.00				
1103. Title Examination to Park, Nelson, Caywood & Jones, LLP					450.00				
1104. Title Insurance Binder to									
1105. Document Preparation to Cochran Abstract & Closing Co.					50.00		50.00		
1106. Notary Fees to									
1107. Attorney's Fees to									
(includes above item numbers:)									
1108. Title Insurance to American Security Title Insurance Company					373.00				
(includes above item numbers:)									
1109. Lender's Coverage \$ 50,000.00									
1110. Owner's Coverage \$ 75,000.00									
1111.									
1112.									
1113.									
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES									
1201. Recording Fees: Deed \$ 13.00; Mortgage \$ 25.00; Releases \$ 13.00					38.00		13.00		
1202. City/County Tax/Stamp: Deed : Mortgage									
1203. State Tax/Stamp: Revenue Stamp 112.50; Mortgage 60.00					60.00		112.50		
1204. Mortgage Certification Fee to Grady County Treasurer					5.00				
1205. File Party Wall Agreement to Grady County Clerk					15.00				
1300. ADDITIONAL SETTLEMENT CHARGES									
1301. Survey to									
1302. Pest Inspection to									
1303. 2017 Ad Valorem taxes+Penalty to Grady County Treasurer							937.80		
1304. 2018 Ad Valorem taxes+Penalty to Grady County Treasurer							841.92		
1305.									
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)					2,146.00		2,105.22		

Certified to be a true copy.

WARRANTY DEED

Statutory Form -- Individual

KNOW ALL MEN BY THESE PRESENTS:

THAT Dale Taylor and Tammy Taylor, husband and wife

_____, parties of the first part, in consideration of the
sum of ***** Ten and more ***** DOLLARS

and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain,
Sell and Convey unto The Crazy Eight Café, LLC of 424 Chickasha Avenue, Chickasha, OK 73018

party of the second part, the following described real property and premises situate in GRADY

County, State of Oklahoma, to wit:

Lot Seventeen (17) in Block Forty (40) in the City of Chickasha, Grady County, Oklahoma, according to the recorded plat
thereof.

SURFACE RIGHTS ONLY

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, his heirs and assigns
forever, free, clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and
incumbrances of whatsoever nature.

Signed and delivered this 11th day of September, 2019.

Dale Taylor

Tammy Taylor

STATE OF OKLAHOMA
COUNTY OF GRADY

SS:

INDIVIDUAL ACKNOWLEDGEMENT
Oklahoma Form

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11th day of
September, 2019, personally appeared, Dale Taylor and Tammy Taylor, husband and wife



Vacant Application - Commercial

Requested Dates of Coverage: 9/11/2019 - 9/11/2020

Applicant Information

Named Insured: CRAZY EIGHT CAFE LLC

Producer: Gerron Smith

Mailing Address
424 W CHICKASHA AVE
CHICKASHA, OK 73018

Insured Address
424 W CHICKASHA AVE
CHICKASHA, OK 73018

1102 S 4th
Chickasha, OK 73018
(405) 222-2022

Coverage Information

	Property Limit(s)	Coverage	Premium
Coverage A - Building Value	\$75,000	Basic - ACV	
Coverage B - Other Structures	\$0	No	
Coverage C - Personal Property (excl. Theft)	\$0	No	
TOTAL PROPERTY			\$1,073.00
	Liability Limit(s)	Coverage	Premium
Per Occurrence/Aggregate Limit	\$1,000,000/\$1,000,000	Yes	
Swimming Pool Liability		No	
Medical Payments	\$5,000	Yes	
TOTAL LIABILITY			\$660.00
Additional Coverage Limits			
	Limit(s)	Coverage	
Renovations	\$90,000	Yes	
Wind and Hail	Full Limit	Yes	
Water Damage	\$0	No	
Roof	Included	Yes	
Terrorism	N/A	No	
Deductibles			
Wind and Hail	\$5,000		
Water Damage	N/A		
All Other Perils	\$5,000		
Payment			
Pure premium:		\$1,723.00	
Fee Total:		\$75.00	
Tax Total:		\$107.88	
TOTAL AMOUNT:		\$1,905.88	
Payment Plan:	EFT: \$332.68 down with 10 consecutive monthly drafts of \$158.82		
25% of the premium plus all fees and applicable tax is earned at the time of binding. (\$536.36 total)			

city parking lot

Alley

16.5' exterior

patio 30' ↑ ↓

concrete

↑
Intens 100
ft
↓

25'

sidewalk
424 Chickasha
Ave
street parking

Economic Development Request Form

Date Requested: 10/3/2019

Name: Crazy 8 Café

Request Amount: \$50,000 based on 25,000 sq ft interior

Purpose: Remodel

Contact: Carmon Noland

Phone Number: (405) 609-0501

Address: 424 Chickasha Ave

Description of assets
or labor being purchased: Renovation of building to be fit for Crazy 8 Café. New electrical, plumbing and HVAC work.

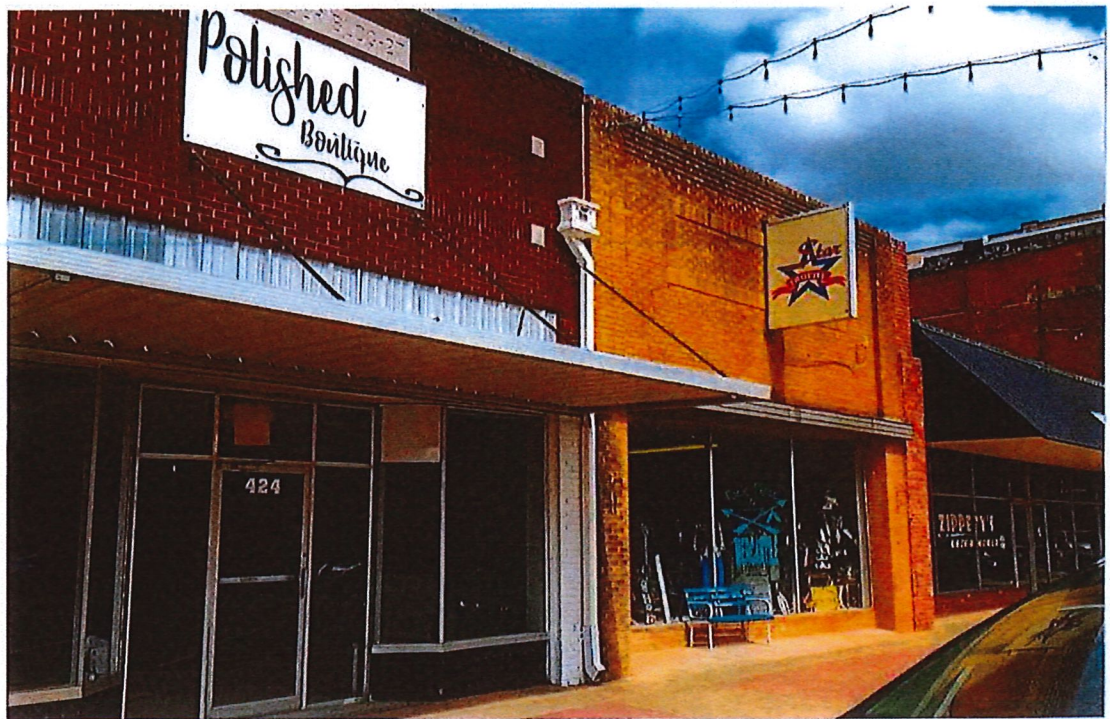
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Current Annual Sales:	245,000									
Current Annual Sales Tax:	22,050									
Projected Annual Sales:	250,000	253,750	257,556	261,420	265,341	269,321	273,361	277,461	281,623	285,847
Projected Annual Sales Tax:	22,500	22,838	23,180	23,528	23,881	24,239	24,602	24,972	25,346	25,726
Projected Change	5,000.00									
Annual Sales Tax:	450	787	1,130	1,478	1,831	2,189	2,552	2,922	3,296	3,676
Accumulated:	450	1,238	2,368	3,845	5,676	7,865	10,417	13,339	16,635	20,311
Current Annual Property Tax:	0									
Projected Annual Property Tax:	725									
Projected Change										
Annual Property Tax:	725	0	0	0	0	0	0	0	0	0
Accumulated:	725	725	725	725	725	725	725	725	725	725
Current # of Jobs:	4									
Current Annual Compensation:	157,260									
[Includes Salary, Benefits]										
[Excludes Taxes, FICA]	62000									
Avg Annual FTE Hourly Comp:	18.90									
Projected # of Jobs:	6	6	6	6	6	6	6	6	6	6
Projected Annual Comp:	270,000	272,700	275,427	278,181	280,963	283,773	286,610	289,477	292,371	295,295
# Job Change:	2	2	2	2	2	2	2	2	2	2
Annual Comp Change:	112,740	115,440	118,167	120,921	123,703	126,513	129,350	132,217	135,111	138,035
Annual Comp Chg/# Chg:	56,370	57,720	59,084	60,461	61,852	63,256	64,675	66,108	67,556	69,018
Avg Annual FTE Hourly Comp:	27	28	28	29	30	30	31	32	32	33
Annual Comp Score:	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
[36,000 Goal]										
Combined Benefit:	113,190	116,228	119,297	122,399	125,534	128,702	131,903	135,138	138,407	141,711
[Sales Tax + Compensation]										

Public Benefit: We will be serving more people in the Downtown Chickasha area. We will double the number of jobs in this area. Our wait staff will be paid minimum wage regardless of tips. Our cook staff earns a higher wage. This will provide a nice destination point for Chickasha and people will come from as far south as Duncan to eat here and as far north as Edmond.

[Describe how this request will benefit the community]

Additional Comments: We are flexible and open minded to ideas to make this better. Please let us know any questions or concerns that we can address.

















City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.j.

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

I. BACKGROUND/DESCRIPTION:

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

II. RECOMMENDED ACTION:

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

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

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

V. ATTACHMENTS:

1. Viridian Incentive Agreement

ECONOMIC INCENTIVE AGREEMENT

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

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

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

NOW THEREFORE, the parties covenant and agree as follows:

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

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

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

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

Any notice to Developer shall be sent to:

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

Any notice to City shall be sent to:

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

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

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

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

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

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

City of Chickasha

Viridian Coffee, LLC

By:

By:

Chris Mosley, Mayor

Shay Hayes, Manager

ATTEST:

Susan McDaniel, City Clerk



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 6.k.

AGENDA ITEM: Discussion, consideration and possible action to authorize the City Manager to execute documents and accept an Oklahoma Attorney General's grant in the amount of \$45,000 for the Police Department to be used for violent crime prevention and Community Involvement/Education.

I. BACKGROUND/DESCRIPTION:

The Police Department has received this grant over the past couple of years. Funds are provided for overtime for prevention of Violent Crimes and Community Involvement/Education.

The Police Department applied for and will be awarded funds in the amount of \$45,000.00 upon the acceptance of the contract.

These funds are paid in advance and no matching expenditures are required.

II. RECOMMENDED ACTION:

Approve the acceptance of the funds and authorize the City Manager to execute the required documents.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: Chief Rowell, Police Dept	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:

1. Typed NON COLLUSION OMES-FORM-CP-004
2. Typed OMES-FORM-CP-021_SUPPLIER CONTRACT CERTIFICATION
3. Draft Contract 2020- ChickashaPD



**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OFFICE OF THE ATTORNEY GENERAL

Agency Number: 049

Solicitation or Purchase Order #: N/A

Supplier Legal Name: City of Chickasha, Chickasha Police Department

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Kathryn D. Rowell
Printed Name

405.222.6064
Phone Number

405.825.6323
Fax Number

Certified This Date

Chief of Police
Title

kathryn.rowell@chickashapd.org
Email



Supplier Contract Certification

Solicitation or Purchase Order #: N/A

Supplier name: Chickasha Police Department

Address: 2001 W. Iowa Avenue

City: Chickasha State: Oklahoma Zip Code: 73018

Email address: kathryn.rowell@chickashapd.org

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

_____ Supplier Authorized Representative Signature	_____ Date
<u>Kathryn D. Rowell</u> Supplier Authorized Representative Printed Name	<u>Chief of Police</u> Title



THE OFFICE OF ATTORNEY GENERAL
2020 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This agreement is made between the Office of Attorney General (OAG) and the City of Chickasha (Recipient). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. AMOUNT AND PURPOSE OF FUNDS

- a. OAG is providing \$45,000.00 to Recipient for the use of overtime funds to target violent crime, and for projects that focus on preventing violent crime in the community. The terms of use for the funds are more fully described in Appendix A.

2. AVAILABILITY OF FUNDS

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. We may terminate our obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. TERM OF CONTRACT

- a. The term of this contract shall expire twelve (12) months from **the date of receipt of funds** unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. The date of receipt of funds by Recipient shall be used as a time reference date for purposes of reporting.
- b. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing under this contract. **The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.**
- b. Funds made available to Recipient under this grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

- a. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- b. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

9. CERTIFICATIONS BY RECIPIENT

- a. Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

10. NO-CONFLICT COVENANT

- a. Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

11. NON-COLLUSION

- a. OAG and Recipient certify that neither has been a party to any collusion among applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this grant.
- b. Recipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.
- c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

12. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,

disclose, distribute and otherwise use any reports, data or other materials prepared under this contract.

13. PROCUREMENT

- a. Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

14. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on the date of the receipt of funds. Reports shall be due within two (2) weeks of the end of the reporting period. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under item i. above;
 - iii. The remaining balance of the funds provided under this contract;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;
 - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
 - vi. A brief narrative of the results, successes, and other observations from this reporting period.
- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.
- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

- d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

15. CLOSING OUT OF CONTRACT

- a. Recipient shall promptly return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

16. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. This contract shall be construed and interpreted pursuant to Oklahoma law.
- b. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.
 - ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.

- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. SEVERABILITY

- a. If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.

19. POINT OF CONTACT

- a. Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Marie Schuble
Title: Assistant Attorney General
Phone Number: (405) 522-2887
Email: marie.schuble@oag.ok.gov

Secondary Contact Name: Lori Carter
Title: Director of Legislative Affairs
Phone Number: (405) 522-4744
Email: lori.carter@oag.ok.gov

Agreed to the _____ day of _____, 2019.

X_____

Kathryn Rowell
Police Chief, Chickasha Police Department

X_____

John Noblitt
City Manager, City of Chickasha

X_____

Dawn Cash
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

City of Chickasha Police Department

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds, and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

Funds awarded:	\$45,000.00	
Purpose:	Overtime to target violent crime	\$35,000.00
	Community outreach events/Citizen's Academy	\$10,000.00

(Please attached an itemized budget as described above)



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 7.a.

AGENDA ITEM: Discussion, consideration and possible action to Discussion, consideration and possible action to enter into executive session:

A. To discuss negotiations concerning employees and representatives of employee groups pursuant to 25 O.S. §307(B)(2):

- i. To discuss status of negotiations between the City and IAFF Local Lodge Local Lodge No. 2041 for a Collective Bargaining Agreement between the City and Iaff Local Local Lodge No. 2041 for the fiscal year 2019-2020.**

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Enter into executive session.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Mgr	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council 10-21-2019

Meeting Date: 10/21/2019

Director/Department:

Agenda Item No. 7.b.

AGENDA ITEM: Discussion, consideration and possible action to reconvene open session and take appropriate action on any matters discussed in executive session.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Reconvene open session.

III. FISCAL INFORMATION - N/A

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Mgr	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: October 21, 2019	(From)		

V. ATTACHMENTS: