

NOTICE OF REGULAR MEETING
OF THE
CHICKASHA CITY COUNCIL

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **REGULAR MEETING ON MONDAY, NOVEMBER 18, 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 M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on November 13, 2019.



Susan M. McDaniel

Sworn to and subscribed before me on this the day 13th of November, 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
NOVEMBER 18, 2019

1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
2. **Citizen Comments.**
3. **Council Communications.**
 - a. Acknowledge Fire Department Personnel who have achieved twenty-five years of service with the City of Chickasha and the Chickasha Fire Department
4. **Consent Docket:**
 - a. Acceptance of the Minutes of the November 4, 2019 regular meeting and the November 12, 2019 special meeting.
 - b. Acceptance of Claims List.
 - c. Acceptance of Financial Reports for the month of October 2019
 - d. Acceptance of a right of way easement to Enable Gas Gathering, LLC for a pipeline to service Chickasha 1-8H Well at Lake Chickasha .
 - e. Acceptance of Resolution 2019-20R concerning bridge inspection responsibility by local government for compliance with National Bridge Inspection Standards.
5. **Discussion/Approval of Items Removed from Consent Docket:**
6. **Discussion and Consideration**

- a. Discussion, consideration, and possible action to allow the University of Oklahoma / OHAI (Oklahoma Healthy Aging Initiative) to provide health promotion programs at Chickasha Public Library.
- b. Discussion, consideration and possible action for Council acceptance and approval of a grant donation from Tulsa Community Foundation to the Chickasha Police Department in the amount of \$1,250 designated for AED replacement pads.
- c. Discussion, consideration and possible action on a request from the Chickasha Economic Development Council to place eight telephone poles permanently in City easements in the depot area at the end of Chickasha Avenue.
- d. Discussion, consideration and possible action on the Memorandum of Understanding between the Intervention & Crisis Advocacy Network (ICAN) and the Chickasha Police Department.
- e. Discussion, consideration and possible action to approve an annual service agreement for Fire Department cardiac monitors.
- f. Discussion, consideration and possible action to approve a request for the waiver of fees for Grand Assembly of God to utilize the Shannon Springs east pavilion area and much of the area north of the dam for a Community Easter Egg Hunt to be held Saturday, April 11, 2020.
- g. Discussion, consideration and possible action nondisclosure agreement between the City of Chickasha, Chickasha Police Department, and AT&T IUP 9-1-1 net.
- h. Discussion, consideration and possible action on a Wind Lease Agreement with MSR1 Corporation.
- i. Discussion, consideration and possible action to enter into an agreement with Public Consulting Group to help secure supplemental funding from the Centers for Medicare and Medicaid Services (CMS)
- j. Discussion, consideration and possible action to add Christmas Eve Holiday for civilian staff.

7. Executive Session:

8. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Fire Department

Agenda Item No. 3.a.

AGENDA ITEM: Acknowledge Fire Department Personnel who have achieved twenty-five years of service with the City of Chickasha and the Chickasha Fire Department

I. BACKGROUND/DESCRIPTION:

Captain John Carpenter and Driver/Operator Richard Prather have achieved twenty-five years of service with the Chickasha Fire Department

II. RECOMMENDED ACTION:

Award Captain John Carpenter and Driver/Operator Richard Prather with their twenty-five year recognition pin and certificate.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the November 4, 2019 regular meeting and the November 12, 2019 special 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: November 18, 2019	(From)		

V. ATTACHMENTS:

1. City 11-4-2019

November 4, 2019

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 4th day of November 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
Joseph Molder
Zachary Grayson
R. P. Ashanti-Alexander
Tom Rose

ABSENT: None.

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 Sikes lead the Pledge of Allegiance.

ITEM 2. **Citizen Comments:**

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

Harvey G. Taylor, Chickasha, spoke regarding a street issue

ITEM 3. **Council Communications.**

City Manager, John Noblitt, announced that the October 21, 2019 Council meeting will be ratified at a Special Council Meeting on November 12, 2019 at 6:30 p.m. since the Charter provides that the Mayor may not be counted toward a quorum.

Council Member Ashanti-Alexander commented on street repairs at Henderson & Congo Creek.

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

ITEM 4a. **Acceptance of the minutes for the October 21, 2019 regular meeting.**

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

ITEM 4c. **Acceptance of meeting dates and employee holidays for calendar year 2020 for the Chickasha City Council, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, and various Boards, Commissions and Committees.**

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

Roll call vote:

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

"Nays:" None

"Abstain:" None

Motion carried. 9-0

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

No Action Taken.

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

ITEM 6a. **Discussion, consideration and possible action to approve amnesty for Library fines.**

*Motion by Council Member Loggins second by Council Member Ashanti-Alexander to approve Food for Fines program for December 2019.

Roll call vote:

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

“Nays:” None

“Abstain:” None.

Motion carried. 9-0

ITEM 6b. **Discussion, consideration and possible action to accept bid COC-1825 for the Ponderosa Drive Concrete Repairs project as complete and authorize payment.**

*Motion by Council Member Loggins second by Council Member Nelson to accept project as complete and place maintenance bond into effect, and authorize payment to Bordwine Development in the amount of \$46,501.88.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion carried. 9-0

ITEM 6c. **Discussion, consideration and possible action to accept bid COC-1824 for the Maple Lane Concrete Repairs project as complete and authorize payment to Bordwine Development in the amount of \$19,500.32.**

*Motion by Council Member Loggins second by Council Member Grayson to accept the project as complete and place maintenance bond into effect, and approve final payment to Bordwine Development in the amount of \$19,500.32.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion carried. 9-0

City Council Meeting 11-4-2019
6:30 p.m.

ITEM 7 **Motion to adjourn.**

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

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

TIME: 6:39 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 18th day of November 2019.



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: City Clerk

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: City Clerk

Agenda Item No. 4.c.

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

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financial Reports for the month of October 2019.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Community Development

Agenda Item No. 4.d.

AGENDA ITEM: Acceptance of a right of way easement to Enable Gas Gathering, LLC for a pipeline to service Chickasha 1-8H Well at Lake Chickasha .

I. BACKGROUND/DESCRIPTION:

Staff has been working with Enable Gas Gathering to prepare a right of way easement to allow for the construction of a pipeline to service the Chickasha 1-8H well.

The permanent easement will be 25 feet either side of the centerline of the pipeline and there will be a temporary construction that will be 50 feet either side of the centerline while the pipeline is under construction.

II. RECOMMENDED ACTION:

Approve granting a right of way to Enable Gas Gathering, LLC for a pipeline to service the Chickasha 1-8H well at Lake Chickasha and authorize the Mayor to execute the documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Gene Winsett, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. RIGHT OF WAY GRANT Lake Chickasha
2. Chickasha Lake Exhibit A well 1-8H lease map

RIGHT OF WAY GRANT

STATE OF OKLAHOMA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CADDO)

THAT for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, **City of Chickasha**, whose address is 117 North 4th Street, Chickasha, Oklahoma, 73018, hereinafter referred to as GRANTOR, (whether one or more), does hereby grant, bargain, sell and convey unto **ENABLE GAS GATHERING, LLC, an Oklahoma Limited Liability Company**, whose address is P.O. Box 24300, Oklahoma City, Oklahoma, 73124, hereinafter referred to as "GRANTEE", the rights, privileges, easement and right of way as hereinafter set forth for the purposes of constructing, reconstructing, renewing, operating, maintaining, inspecting, repairing, changing the size of, testing, patrolling by surface or air, abandoning and relaying or removing a pipeline together with such valves, fittings, meters, corrosion control devices, wires, cables, electronic telemetry, communications equipment, pipeline operating control devices and other equipment and appurtenances as may be necessary or convenient for the transportation by pipeline of any and all liquids, oil, gases, solids, condensate, natural gas liquids petroleum or any products or byproducts thereof, water, other liquids and gases and mixtures of any of the foregoing, over across and through the following described lands, said lands lying within Caddo County, Oklahoma to wit:

NW/4 NW/4

Section 17 , Township 8N , Range 9W

One 6" pipeline only to be buried a minimum 48 inches below the surface of the ground unless rock prevents said depth then pipeline shall be buried 24 inches below the surface of the ground. Said easement shall have a center line with the permanent easement being 25 feet either side of the center line of the description and the temporary construction easement to be 50 feet either side of the center line description.

As shown on attached plat marked Exhibit "A" attached hereto and made a part hereof.

with the right of ingress and egress to and from the same for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted, on over and across said lands and adjacent lands of the Grantor.

TO HAVE AND TO HOLD unto the said Grantee its successors and assigns so long as any one or more of said rights or privileges are exercised or useful to Grantee. Grantee hereby agrees to pay any reasonable damages to crops, timber or fences which may immediately and directly result from the exercise of the rights and privileges granted herein except for those damages caused by maintaining and clearing the right of way as hereinafter provided.

The permanent width of the right of way shall be 50 feet being centered on the initial pipeline as laid. Grantor agrees to not impound water upon, build, create or construct nor permit to be built, created or constructed, any obstruction, building, improvement or other structure over, under or within, said right of way after such pipeline has been constructed by Grantee. Grantee shall have the right to use additional workspace at the crossing of roads, railroads, streams or uneven terrain alongside the right of way as needed during the exercise of any of the rights granted herein and shall have the right at any time to clear and keep cleared said right of way of any trees, shrubs or brush without payment for damages. This shall be a covenant running with the land and shall be binding on Grantor, their heirs and assigns.

The rights of way easements and privileges herein granted are divisible, assignable or transferable in whole or in part by Grantee.

Grantee shall not place any facilities above the surface of the ground, except equipment on well pad and markers and vents where required by law

It is hereby understood that the party securing this grant on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

Grantee agrees to protect, defend, indemnify and hold harmless Grantor of and from any and all claims, causes of action, suits, liability, losses, damages, fines, penalties, expenses of litigation, court costs, and attorney fees including but not limited to, such for injury to or death of any person, or for damage to any property, real or personal, or for any sort of regulatory deficiency or non-compliance arising out of or incidental to this easement and the operations and activities of the Grantee or Grantee's contractors or agents, servants and employees involving the use of the premises by the Grantee in conducting its activities under this Right of Way Agreement".

Grantee acknowledges and understands that the Grantor is the owner of the above described real property and all sums paid under this Right of Way Grant are damages which are paid to the Grantor as the owner of the property. The Grantor has one agricultural tenant whose name is _____. The Grantee acknowledges that the Grantor, _____ have entered into an agricultural lease agreement and that under the terms and conditions of the agricultural lease agreement the Grantee herein must negotiate directly with the Grantor's tenant _____ and settle any damages which the tenant _____ may have directly with him. All sums paid to the Grantor under this Right of Way Grant shall be paid for the damages of the Grantor and shall exclude any damages which may be payable to the Grantor's agricultural tenant _____. The Grantor has no obligation to negotiate with or determine the Grantor's tenant's damages and the Grantee must negotiate directly with the Grantor's tenant to settle and obtain a release for any such tenant damages.

Grantee, at the end of the construction of the pipeline on the right of way, shall be responsible for and shall reseed grass on the easement area with grass of a similar type to that which is currently located on the right of way.

Grantee agrees that in any area in which there are active water channels the Grantee shall keep intact said channels during construction, maintaining the stream flow and topsoil segregation during all construction procedures, post construction cleanup and shall pay special attention to bank stabilization, utilizing erosion control devices where necessary. The Grantee shall return the channel banks to original contour at the conclusion of initial construction.

Grantee shall keep segregated all topsoil to a depth of 12 inches removed from the right of way area. At the conclusion of construction, the Grantee shall reapply the segregated topsoil back to the easement area as nearly as practicable to its original location. If Grantee lacks sufficient topsoil to properly replace the damaged acreage then Grantee shall procure like kind topsoil to repair the damaged area.

EXECUTED this the _____ day of _____, 20____.

CHRIS MOSLEY, MAYOR

JEFF BROWN, ATTORNEY-IN-FACT

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) **SS:**
COUNTY OF GRADY)

This instrument was acknowledged before me on _____ by
CHRIS MOSLEY, MAYOR .

Notary Public

My commission expires:

ACKNOWLEDGMENTS

STATE OF OKLAHOMA)
) **SS:**
COUNTY OF OKLAHOMA)

THE FOREGOING INSTRUMENT was acknowledged by **JEFF BROWN, ATTRONEY-IN-FACT
OF ENABLE GAS GATHERING, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AND ON ITS
BEHALF.**

Notary Public

My commission expires:

RIGHT OF WAY DAMAGE RECEIPT RELEASE AND WAIVER

AMOUNT	DATE	DRAFT NUMBER
\$ 2,216.50	8-15-19	52756

In consideration of the payment of Two thousand two hundred sixteen and 50/100----- Dollars by **ENABLE GAS GATHERING, LLC, an Oklahoma Limited Liability Company**, the receipt of which is hereby acknowledged, the undersigned (whether one or more) acknowledges receipt of payment for:

Construction of a steel gas pipeline.

☐ If Box is checked, see Attachment "A" for Tree and Brush Removal provisions agreed upon for this project.

NW/4 NW/4

of Section 17, Township 8N, Range 9W, Caddo County, State of Oklahoma

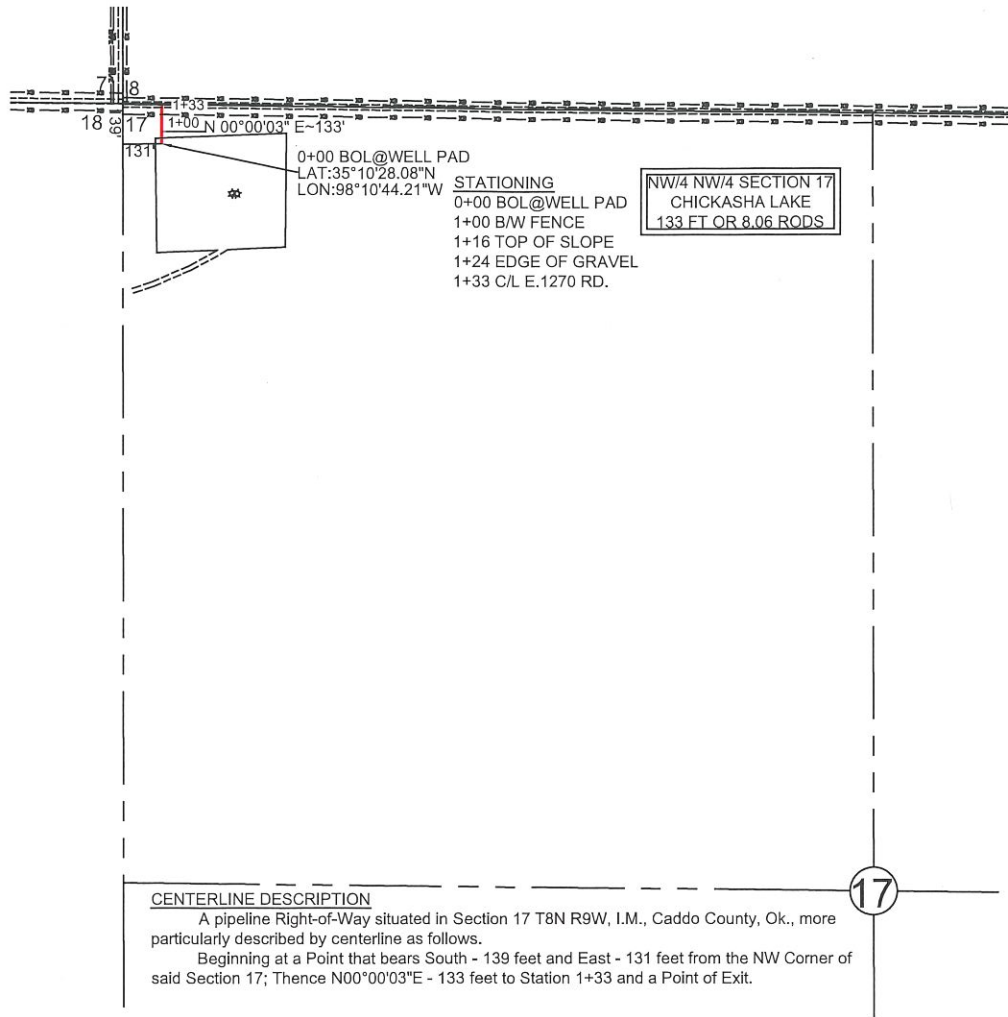
SIGNATURE 73-6005139		SIGNATURE	
SS/TAX I.D. #			
ADDRESS Chris Mosley, Mayor 117 North 4th Street Chickasha, Oklahoma 73018	PHONE	ADDRESS	PHONE
SIGNATURE		SIGNATURE	
	PHONE	ADDRESS	PHONE

AFE NUMBER	TRACT NUMBER	ORDER NUMBER / ACTIVITY
A102114	1	1605841 / 0030

# of Rods	8.06	
\$ for R/W (601420)		1,108.25
\$ for Anticipated Damages (601440)		1,108.25
\$ for Actual Damages (601430)		
Total \$		2,216.50

Right of Way
8.06 rods @ 275/rod= 2,216.50

SECTION 17
T8N-R9W,I.M.
CADDO COUNTY, OKLAHOMA
EXHIBIT "A"



CENTERLINE DESCRIPTION

A pipeline Right-of-Way situated in Section 17 T8N R9W, I.M., Caddo County, Ok., more particularly described by centerline as follows.
Beginning at a Point that bears South - 139 feet and East - 131 feet from the NW Corner of said Section 17; Thence N00°00'03"E - 133 feet to Station 1+33 and a Point of Exit.

PRELIMINARY
UNIT CITY OF CHICKASHA 1-8H
SECTION 17
T8N-R9W,I.M.
CADDO COUNTY, OKLAHOMA
6" LINE

DWG No.: 19-148		DRAWN BY: K.J.	
SCALE: 1"=500'		SURVEYED BY: M.Z.	
DATE: 08/01/19		CHECKED BY: L.A.S.	
REV.	DESCRIPTION	DWN.	DATE

THIS PLAT OF SURVEY DOES NOT MEET THE MINIMUM REQUIREMENTS FOR THE PRACTICE OF LAND SURVEYING AS OUTLINED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND IS INTENDED FOR CONSTRUCTION PURPOSES ONLY.



ENABLE GAS GATHERING, LLC



1705 Venture Road
Elk City, OK 73644
OIT: 580-225-9960
Fax: 580-225-9961
CA# 6202(Ok.)
Exp: June 30th 2020



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Public Works

Agenda Item No. 4.e.

AGENDA ITEM: Acceptance of Resolution 2019-20R concerning bridge inspection responsibility by local government for compliance with National Bridge Inspection Standards.

I. BACKGROUND/DESCRIPTION:

- On 10-22-19 Staff interviewed three qualified consultants to select a firm to conduct bridge inspections for the City of Chickasha.
- The inspections will be conducted between April 1, 2020 and March 31, 2022.

II. RECOMMENDED ACTION:

Accept Resolution 2019-20R selecting CEC Corporation as the engineer responsible for City bridge inspections during the next inspection phase beginning April 1, 2020 to March 31, 2022.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. Res. 2019-20R Bridge Inspection Responsibility

RESOLUTION NO. 2019-20R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS – BRIDGE INSPECTION CONTRACTS FOR APRIL 1, 2020 TO MARCH 31, 2022.

WHEREAS, the City of Chickasha has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of Chickasha has the following options:

- (1) Select one of ODOT's prequalified engineering firms.
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
- (3) Use the same consultant as Grady County.
- (4) Let ODOT make your selection.

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that it is their desire to selection Option #1 and choose

Name: CEC Corporation
Address: 4555 W. Memorial Rd., Oklahoma City, OK 73142

as the engineer responsible for the city bridge inspections as approved by the Oklahoma Department of Transportation.

Adopted this 18th day of November 2019.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Library

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration, and possible action to allow the University of Oklahoma / OHAI (Oklahoma Healthy Aging Initiative) to provide health promotion programs at Chickasha Public Library.

I. BACKGROUND/DESCRIPTION:

Chickasha Public Library has had OHAI (Oklahoma Healthy Aging Initiative) provide health literacy classes for the past two years. These classes have been well received by the citizens of Chickasha and Grady County. The Library would like to offer additional classes from OHAI in 2020. The attached contract would make that possible.

II. RECOMMENDED ACTION:

Approve the contract with OU / OHAI to provide health literacy programs at Chickasha Public Library, and authorize the Mayor to sign the contract.

III. FISCAL INFORMATION - The cost of the requested programs is \$2,500 as shown in the attached contract. The Chickasha Public Library has received a health literacy grant from the Oklahoma Department of Libraries in the amount of \$2,632 which will pay the cost for these programs. An attachment shows that the grant has been received.

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. OU-OHA Health classes agreement 2020
2. ATT00001

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") is entered into on this ____ day of _____, 2019 by and between the Board of Regents of the University of Oklahoma, Health Sciences Center on behalf of the Oklahoma Healthy Aging Initiative ("University"), with an address of 800 Stanton L. Young, Suite 4000, Oklahoma City, Oklahoma 73104 and Chickasha Public Library System ("Organization"), with an address at 527 W. Iowa Ave., Chickasha, Oklahoma 73018.

Whereas, the Organization desires University to provide certain services, and:

Whereas University is uniquely situated to assist Organization in the provision of some of those services, as described below:

Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. University will provide the following services to the Organization: The Oklahoma Healthy Aging Initiative shall provide evidence based health promotion programs for Organization. Services are provided in greater detail on the attached Exhibit A.

2. University will invoice Organization within thirty (30) days of the conclusion of each completed class or workshop at the rate defined in Exhibit A. Organization will pay University in accordance with Exhibit A. Payment shall be made within thirty (30) days of receipt of invoice from University. Checks will be made payable to University of Oklahoma Health Sciences Center and sent to:

OHAI
Attn: Paula Cockrell
1122 NE 13th St
ORB 1200
Oklahoma City, OK 73117

3. The term of this Agreement shall be from January 1, 2020 to March 31, 2020.

4. Either party may terminate the Agreement upon thirty (30) days' written notice to the other party. Either party may terminate this Agreement immediately upon written notice in the event of material breach of this Agreement. In the event of termination, payments will be made for all work performed up to the date of termination and will include any non-cancelable obligations incurred by University in connection with this Agreement.

5. Organization shall indemnify, defend and hold harmless University, its employees, affiliated hospitals, and agents from and against any and all liability, claims, demands, causes of action, judgment, costs, expenses including attorney fees and court costs and all losses and damages for bodily injury, death, and property damage arising from or related to any negligent or intentional acts or omissions of the organization, its employees, agents, and subcontractors arising out of or related to this Agreement.

6. The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provision. Any legal action relating in any manner to the subject matter of the Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

7. **As applicable, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color,**

religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

8. Organization is prohibited from using the name, mark or logo of University without prior written consent.

9. University is self-insured in accordance with the terms of the Oklahoma Governmental Tort Claims Act.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

11. This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes any prior oral or written discussions, agreements, or negotiations. This Agreement may only be amended by written agreement signed by both parties. The persons signing this Agreement represent that they have full authority to do so and that their signatures shall bind the parties for which they sign.

Agreed and Accepted:

Agreed and Accepted:

Anne C. Barnes Date
Associate Dean for Administration and Finance,
College of Medicine

Sponsor Signatory Name Date
Title:

READ AND ACKNOWLEDGED:

Lee Jennings, MD Date

LEGAL NOTICES ADDRESSES:

Legal Notices must be sent to:
The Board of Regents of the University of Oklahoma
660 Parrington Oval, Room 119
Norman, OK 73019

With copies to:
Legal Counsel
University of Oklahoma Health Sciences Center
1105 N. Stonewall, LIB 221
Oklahoma City, OK 73117-1221

Exhibit A

Scope of Work

1. Oklahoma Healthy Aging Initiative (OHAI) shall provide evidence based health promotion programs at Chickasha Public Library. These classes will consist of Diabetes and Beyond, Health Brain Healthy Mind, Using Medication Safely, and Talking with Your Doctor.

2. OHAI will provide the following health promotion programs:

Diabetes and Beyond (workshop)

Class will meet once a week from 2/18/20 – 3/24/20.

Cost: \$750

Healthy Brain Healthy Mind (workshop)

Class will meet once a week from 1/14/20 – 2/4/20.

Cost: \$1,250

Using Medications Safely (1 time presentation)

2/6/20

Cost: \$250

Talking with you Doctor (1 time presentation)

2/21/2020

Cost: \$250

EFT REMITTANCE ADVICE

Payee:

CITY OF CHICKASHA (0000064271-0004)
CHICKASHA PUBLIC LIBRARY
527 IOWA AVE
CHICKASHA, OK 73018-3445
USA

Payment Information:

Check Number: 051937788
Payment Date: 2019-10-07
Payment in the amount of 2632.00 (USD) has been sent to
your bank account ending in XX4335

The Following details the invoices that are being paid by Remitting
Agency DEPARTMENT OF LIBRARIES

Voucher	Invoice	Invoice Date	Amount	Message
00045119	HEALTH LITERACY FY20 CHICKASHA	2019-10-01	2632.00	

Grand Total 2632.00

NOTE: Any questions regarding this payment should be directed to the
Remitting Agency listed above.

CONFIDENTIALITY NOTICE: This e-mail and any files transmitted are
solely for the use of the individual or entity to which they are
addressed. If you have received this e-mail in error, please notify
the system manager and delete this e-mail from you system. If you
are not the named addressee you should not disseminate, distribute,
or copy this email.



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Police Department

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible action for Council acceptance and approval of a grant donation from Tulsa Community Foundation to the Chickasha Police Department in the amount of \$1,250 designated for AED replacement pads.

I. BACKGROUND/DESCRIPTION:

Discussion, consideration and possible action for Council acceptance and approval of a grant donation from Tulsa Community Foundation to the Chickasha Police Department in the amount of \$1,250 designated for AED replacement pads.

Matching funds are not required with this donation.

II. RECOMMENDED ACTION:

Staff recommends acceptance of the grant donation from Tulsa Community Foundation.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. Donation Check Specific for AED pads
2. AED replacement pads cost



TULSA
COMMUNITY
FOUNDATION
7030 S. Yale, Suite 600
Tulsa, OK 74136
(918) 494-8823

BANK OF OKLAHOMA, N.A.
TULSA, OKLAHOMA
86-3/1039

09/25/2019
CHECK DATE

116282
CHECK NO.

CHECK AMOUNT

***** 1,250.00

ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND XX / 100

City of Chickasha
Chickasha Police Department
2001 W. Iowa Ave.
Chickasha, OK 73018

2019 Emergency Responder Grant

Tim Doherty
AUTHORIZED SIGNATURE



⑈116282⑈ ⑆103900036⑆ 857077869⑈

THE FACE OF THIS DOCUMENT IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

Date	10/30/2019
Sales Rep	Jackie W
Customer Email	goebel.music@chickashapd.org
Customer Tel	405-222-6070

Bill To

City of Chickasha
117 N. 4th Street
Chickasha OK 73018
United States

Ship To

City of Chickasha
117 N. 4th Street
Chickasha OK 73018
United States

Item	Description	Qty	Unit Price	Total
989803139261	Philips - HeartStart FRx SMART Pads II (1-set)	25	50.00	1,250.00
HST-KEY01	Heart Smart Quick Response Keychain	1	0.00	0.00

Sales rep: Jackie Walters				
Phone: 1-800-422-8129 ext. 207				
E-mail: jackie.walters@heartsmart.com				
UPS Ground - Free	Free UPS Ground shipping - contiguous U.S. (lower 48 states) only	1	0.00	0.00

Quote Memo

Quote valid for 60 days

Special Pricing Consideration

Law Enforcement - Thank you for your service!

Total

\$1,250.00



Council Action Form

Consent Item No. _____

Meeting Date: 11.04.2019

Staff Contact: Kathryn Rowell, Chief of Police

Agenda Item: Acceptance of ONEOK 2019 First Responder Grant Funds

Department: Police - 03

Background/Description of Item:

- The Police Department applied for the ONEOK 2019 First Responder's Grant,
 - The Police Department has been awarded \$1,250.00 from ONEOK to be specifically used for safety equipment, i.e., AED Replacement pads,
 - The \$1,250.00 has been received,
 - The funds are to be used to specifically purchase replacement AED pads providing the Police Department with additional lifesaving equipment
-

Staff Recommendation:

Accept receipt of the 2019 ONEOK grant funds and authorize staff to purchase the AED replacement pads using the total of all the grant funds.

THIS IS A BLOCK GRANT & NO CITY MATCHING FUNDS ARE REQUIRED



**TULSA
COMMUNITY
FOUNDATION**
America's most generous city

7030 S. Yale, Suite 600
Tulsa, OK 74136
(918) 494-8823

BANK OF OKLAHOMA, N.A.
TULSA, OKLAHOMA
86-3/1039

THE FACE OF THIS DOCUMENT IS PRINTED IN BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

09/25/2019
CHECK DATE

116282
CHECK NO.

GE-DA-119198-1 MD

CHECK AMOUNT

ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND XX / 100

***** 1,250.00

BY
OTHER
ORDER
IF

City of Chickasha
Chickasha Police Department
2001 W. Iowa Ave.
Chickasha, OK 73018

2019 Emergency Responder Grant

[Signature]
AUTHORIZED SIGNATURE

⑈ 116282 ⑈ ⑆ 103900036 ⑆ 857077869 ⑈



TERRI PIRTLE

October 7, 2019

Chickasha Police Department
2001 W. Iowa Ave.
Chickasha, OK 73018

Dear Sir or Madam:

On behalf of the ONEOK Foundation, I am pleased to enclose a check for \$1,250 from ONEOK's fund at Tulsa Community Foundation in support of the Chickasha Police Department. These funds were approved to be applied toward the cost of the item(s) listed below, as outlined in your Emergency Responders Grant request.

AED Replacement Pads

Please sign and return the enclosed Tulsa Community Foundation grant agreement *to them* as directed.

Recognition for the contribution may be given in the name of "ONEOK, Inc." Any graphic representation of our logo or name on signage should be sent to communityinvestments@oneok.com for final approval.

We greatly appreciate your dedication to public safety and are proud to support the emergency responders in the areas where our company operates, and our employees work and live.

Best regards,

A handwritten signature in blue ink that reads "Terri Pirtle".

Terri Pirtle

ONEOK Foundation
P.O. Box 4000
P.O. Box 4000
P.O. Box 4000
P.O. Box 4000
P.O. Box 4000



Grant Award

Tulsa Community Foundation ("TCF") is pleased to make this charitable Grant to the Grantee, named on, in the amount of, and on the date shown on the enclosed Grant check instrument.

This Grant is restricted for the following purpose(s) and may only be used to specifically benefit the Grantee according to the terms and conditions outlined in this Grant Agreement:

2019 Emergency Responder Grant

This Grant is made upon the advice of the following Advisor(s), whom Grantee may wish to acknowledge or thank, from the following component fund of TCF ("Fund"):

Ms. Terri Pirtle
ONEOK Foundation, Inc. Fund
P.O. Box 871
Tulsa, OK 74102

Recognition shall be provided as described in Article 8. Per Article 2, this Grant is for charitable purposes, not goods and services.

Sincerely,

Phil Lakin, Jr., Chief Executive Officer

Grant Agreement

This Grant Agreement ("Agreement") between TCF and Grantee is made as of the date on the Grant check instrument and incorporates this communication in its entirety, including the following:

1. The Grant will be used exclusively for the charitable purpose(s) listed above. Any part of the Grant not so used must be promptly returned to TCF.
 2. TCF, the Donor(s), Advisor(s) and related parties decline all goods and services related to this Grant. Grantee will make no grants, loans, compensation and similar payments to the Donor(s), Advisor(s), or related parties with this Grant.
 3. Grantee is not an individual; Grantee is an entity that will use this Grant for a charitable purpose or purposes.
 4. Grantee is an organization that is described in Section 170(b)(1)(A) of the Internal Revenue Code, and if not, agrees to inform TCF immediately and abide by provisions that TCF has in place when exercising expenditure responsibility. Grantee is required to immediately provide TCF with written notice of any changes in Grantee's tax-exempt status.
 5. No part of the Grant may be used or expended for any political activity or purpose.
 6. Grantee is responsible for the prudent and lawful expenditure of this Grant and for maintaining adequate supporting records (GAAP).
 7. Grantee is hereby notified of TCF's intent to monitor and evaluate the activities funded by this Grant. This may include a visit by a TCF representative to review and discuss the program with Grantee.
 8. Usual and customary recognition shall be given to the Fund and TCF.
- Grantee's deposit, negotiation, and/or endorsement of the enclosed Grant check instrument 1) constitutes its agreement to the terms and conditions as set forth in this Agreement, and 2) signifies that no more than an incidental benefit has been or will be provided to (a) the Donor(s), Advisor(s) or any party that is related to the Donor or Advisor(s), and (b) any individual other than those in the charitable class of persons served by the Grantee.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of this Agreement, and hereby certify my authority to execute this Agreement.

Signature: Date: 10-29-19
City of Chickasha (Check #116282, 9/25/2019, \$1,250.00.)
Asst. Chief

Please return this agreement within 10 business days by SCAN to grants@tulsacf.org or FAX to 918-494-9826



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: City Clerk

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action on a request from the Chickasha Economic Development Council to place eight telephone poles permanently in City easements in the depot area at the end of Chickasha Avenue.

I. BACKGROUND/DESCRIPTION:

Staff received a request from the Chickasha Economic Development Council to permanently place eight telephone poles in the depot area at the end of Chickasha Ave. The additional poles will be used to string lights from.

II. RECOMMENDED ACTION:

Allow eight telephone poles to be permanently placed in the City easements in the depot area at the end of Chickasha Avenue.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. Depot lighting letter to City
2. April 9, 2019 Minutes



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

November 4, 2019

City of Chickasha
Attn: John Noblitt, City Manager

Re: Depot Lighting Project

On April 9, 2019 at the CEDC monthly board meeting the motion as stated below was voted on unanimously by the CEDC Board of Directors to spend the remaining tourism funds in the amount not to exceed \$19,792.30 on an extension for the Christmas tree and lights in the depot area.

Motion made by LaForge, second by Stanton to approve the expenditure of \$19,792.30 for tree extension and incremental expenditures for lights in the depot area with all expenditures not to exceed the leftover funds. Motion passed with all voting in favor.

Respectfully,

Tamara Carlson
Director of Business Retention and Expansion
Director of Operations

Chickasha Area Economic Development Council, Inc.
BOARD MEETING
April 9, 2019

Minutes of Meeting

Present: Jay Epperson, Cody Mosley, Weston DeHart, Dick Lowe, Ron Justice, Jack Herron, Steve LaForge, John Mosley, Tom Avant, John Gorton, Chris Mosley, John Noblitt and Ed Stanton
Absent: Seth DeHart (Excused), Ralph Beard, John Feaver and Zack McGill (Excused)
Staff: Tamara Carlson and Neil Steinle
Guests: Andy Maher, Susan McDaniel, Kimmy Loggins, Paul Lewis, Cassandra Ersland, Tim Elliot, Angie Lewis, Tim Hushbeck, Jamie Jones, Jim Hopkins, Kean Spellman and Shae Mortimer

I. Call to Order

At 7:31 a.m. it was determined a quorum was present and Chairman Epperson called the meeting to order.

II. Motion for Discussion/Approval/Vote of the March 12, 2019 Board minutes.
Motion made by Gorton, second by Lowe to accept the March 12, 2019 Board minutes as presented. Motion passed with all voting in favor.

III. Motion for Discussion/Approval/Vote of March 2019 Financials.
Motion made by Lowe, second by Gorton to accept the March 2019 Financials as presented. Motion passed with all voting in favor.

IV. Discussion/Approval/Vote on CEDC's Quarterly Report for the Chickasha Industrial Authority
Motion made by Weston DeHart, second by Lowe to approve the Quarterly Report as presented. Motion passed with all voting in favor.

V. Discussion of 2019-2020 CEDC Board Nominations
Chairman Epperson announced that John Gorton and Steve LaForge board terms will end on June 30, 2019. Board Nominations are open and will close with the May Board meeting. The Executive Committee has nominated Kyle Abrahams and Tim Elliot. Voting for the replacements will be held at the June 2019 Board meeting.

VI. Discussion and possible action regarding CEDC's shared services agreement with the Chickasha Chamber of Commerce
Chairman Epperson stated that the CEDC's shared service agreement with the Chickasha Chamber of Commerce had been terminated with the hiring of Cassandra Ersland for the Chamber. Effective July 1st, 2019, the EDC will need to pay half of the utilities for the Chamber of Commerce building.
Motion made by Weston DeHart, second by LaForge to terminate the CEDC's shared service agreement with Chickasha Chamber of Commerce. Motion passed with all voting in favor.

VII. Discussion and possible action regarding Community Development Committee recommendation and Committee update
Weston DeHart said that the Community Development Committee had met within the month. Last year's project was completed under budget and left approximately \$30,000 unused. Remaining funds that were appropriated for this project are being used to recommend an eight foot extension to the downtown Christmas

Tree for the cost of \$19,792.30. Additionally, the Community Development Committee is recommending additional lighting around the depot area.

Motion made by LaForge, second by Stanton to approve the expenditure of \$19,792.30 for tree extension and incremental expenditures for lights in the depot area with all expenditures not to exceed the leftover funds. Motion passed with all voting in favor.

VIII. Discussion of Economic Outlook

Lowe said manufacturing is maxed out on work. Employers don't have enough employees to fulfill demand. Companies are turning away work.

Paul Lewis said that Chickasha needs labor and lodging. Mullholland Oil Field services is planning on adding 120 trucks by this time next year. They are building a man camp outside of city limits to house 20 of their drivers. Companies are advertising outside of Oklahoma to get drivers.

Herron said they need bus drivers. Leadership Oklahoma held their education day at the University of Oklahoma. Emergency Certificates were one of the larger issues. Chickasha Public Schools' number of emergency certificates has decreased to 10.

Maher said the Oklahoma Jr. High and High School Rodeo will be held this weekend at the Grady County Fairgrounds. Black/white and Corporation sheep show will be held from April 25-27.

John Mosley said that the housing market tends to slow down this time of year, but otherwise the market is doing well.

Gorton said that banking is doing well. Banks benefiting from continued rollback of rules and regulations.

IX. CEDC Update

Cody Mosley said the EDC is working closely with the Oklahoma Department of Commerce rapid response team. The EDC's new website will have a jobs board element that companies can add career opportunities to. Chick Inc.'s client has accepted the terms of its loan and will make an announcement regarding the tenant soon.

X. New Business

Spellman said that the Hospital has hired a new family medicine doctor that speaks Spanish. They are renovating the basement of the Five Oaks buildings for a pediatrics center. They are trying to sign a new OBGYN.

Ersland said the Chamber is hosting a Summer Concert Series. The first concert is Dawson Hallow and will be held on Saturday April 13 at 7:30 p.m.

XI. Closing Comments, Announcements & Adjournment

Meeting adjourned at 8:02 a.m.

Respectfully submitted by:

Neil Steinle

J.E. Epperson, Chairman



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Police Department

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible action on the Memorandum of Understanding between the Intervention & Crisis Advocacy Network (ICAN) and the Chickasha Police Department.

I. BACKGROUND/DESCRIPTION:

ICAN and the Chickasha Police Department (CPD) partner to provide access to services for victims of domestic violence and sexual assault.

CPD has worked with ICAN for several years to provide the access and services victims need.

CPD actively participates in the Coordinated Community Response Team and the Sexual Assault Response Team.

II. RECOMMENDED ACTION:

Staff recommends approval of the Memorandum of Understanding.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. ICAN letter and MOU



Women's Service & Family Resource Center is now

Intervention & Crisis Advocacy Network

Advocating for Victims of Domestic Violence Since 1981.



October 28, 2019

Dear Service Provider,

It is time for us to renew our Memorandum of Understanding. Please sign the enclosed MOU, keep a copy for your records and return one to ICAN as soon as possible. A stamped and addressed envelope is included for your convenience.

Please do not hesitate to contact me at 405-224-8256, if you need any more information.

Sincerely,

Anna McGill

Office Administrator



Women's Service & Family Resource Center is now

Intervention & Crisis Advocacy Network

Advocating for Victims of Domestic Violence Since 1981.



Memorandum of Understanding
VOCA Grant
July 1, 2019 through June 30, 2020

This Memorandum of Understanding is entered into by the **Chickasha Police Department** and the **Intervention & Crisis Advocacy Network (ICAN!)** from July 1, 2019 through June 30, 2020. The purpose of this understanding is to set forth the basic agreements of operations for service to victims of domestic violence, sexual assault, dating violence, stalking and human trafficking in Grady County and is renewable annually.

Pursuant to this agreement each party shall perform in like manner according to the requirements stipulated below:

Intervention & Crisis Advocacy Network shall:

1. Ensure that a victim advocate is available 24 hours per day, 365 days per year, as needed, to assist victims with emotional, physical and psychological recovery needs.
2. Regarding rape victims: Be available to assist with the completion of a rape kit for use as evidence in prosecutorial circumstances. The advocate will explain to the victims the steps necessary to complete the exam to prepare them for the process.
3. Make transportation available to victims from hospital, police offices, investigators' offices, to the local shelter, etc., if needed or desired by the victim.
4. With written permission through the "Release of Information" form, properly signed by the victim, with informed consent, Intervention & Crisis Advocacy Network shall share information freely with the prosecutorial team for the purposes of gathering evidence.
5. Act as a liaison between the Chickasha Police Department and victim to assist with keeping victims informed of the progress of each individual case.
6. Provide training at various times throughout the year, as needed, to assist officers in understanding the complex dynamics of domestic violence. Classes will be structured in such a manner as to provide CLEET certified training hours for officers.
7. Actively participate in the Coordinated Community Response (CCR) Team and Sexual Assault Response Team (SART).

Chickasha Police Department shall:

1. Make available an investigator, as needed, or requested by law enforcement, or the Intervention & Crisis Advocacy Network, to assist with the instigative needs of each case.
2. Request an advocate as needed from the Intervention & Crisis Advocacy Network providing the victim is in agreement to assist in obtaining protective orders, emergency shelter and provide resources for the victim of domestic violence, sexual assault, teen violence, stalking and human trafficking. This is to ensure or enhance the long-term emotional support of the victim.
3. Make appropriate referrals to the Intervention & Crisis Advocacy Network by utilizing the Domestic Violence Lethality-Screen for First Responders, as outlined in OS Title 21 Chapter 2 Section 142A-3.
4. Provide survivor transportation (if needed) to healthcare facilities, or later to the police department.
5. Investigate domestic violence calls as any other crime is investigated, gathering appropriate evidence to be used at trial. Document and photograph all injuries.
6. Transport collected evidence from the sexual assault examination site to the crime lab, as needed.
7. Actively participate on the Coordinated Community Response (CCR) Team and Sexual Assault Response Team (SART).

Agreed upon and entered into on this ____ of November, 2019.

Kathryn Rowell, Chief of Police
Chickasha Police Department


Eric Feuerborn, Executive Director
Intervention & Crisis Advocacy Network



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Fire Department

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to approve an annual service agreement for Fire Department cardiac monitors.

I. BACKGROUND/DESCRIPTION:

- The Fire Department has seven cardiac monitors that are nearing the end of their one-year provided warranty from the manufacturer
- These seven cardiac monitors will require an extended service agreement to cover any future failures, damage, and preventative maintenance
- The Grady EMS District will reimburse up to half of the cost of the service agreement
- The current service agreement quote from Zoll Medical Corporation is \$7,483.50 and will be reimbursed at \$3,741.75
- The line item for this project is 23-502-5201-006

II. RECOMMENDED ACTION:

Authorize staff and the mayor to execute an extended service agreement for the seven cardiac monitors from Zoll Medical Corporation in the amount of \$7,483.50

III. FISCAL INFORMATION - Funds will be used from the EMS supplies account.

IV. FUND INFORMATION:

Dept. Director: Brian Zalewski, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 11/18/2019	(From) 23-502-5201-006		7,483.50

V. ATTACHMENTS:

1. Zoll 1-year Cardiac Monitor Service Agreement

**EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT****Chickasha Fire Department (Customer # 194088)****ZOLL Medical Corporation**269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax**Attn:** Brian Zalewski 405-222-6035 / deputychief@chickasha.org**Bill To: Chickasha Fire Department**1700 Harley Day Drive
Chickasha, OK 73018**Ship To: Chickasha Fire Department**1700 Harley Day Drive
Chickasha, OK 73018**From:** Tammy DiganService Contracts Inside Sales Representative
(978) 421-9357 / tdigan@zoll.com**QUOTATION: 00026971**Quote Date: November 4, 2019
Quote Pricing: Valid for 60 Days**PM Contact: -****X Series**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-9999	3 Month - Prorated Extended Warranty - ZOLL X Series Includes: Discounts of 20% on new cables, 25% on lithium SurePower Batteries, Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR14H009600	10/01/2019 to 12/31/2019	1	\$300.00	\$270.00	\$270.00
8889-0001	1 Year Extended Warranty - ZOLL X Series Includes: Discounts of 20% on new cables, 25% on lithium SurePower Batteries. Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. Serial Number(s): AR14H009600, AR18K036485, AR18K036487, AR18K036492, AR18K036513, AR18K036521 & AR18L036725	01/01/2020 to 12/31/2020	7	\$1,145.00	\$1,030.50	\$7,213.50

TOTAL: \$7,483.50**COMMENTS:**

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. 10% Multi-Unit Discount.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.**ZOLL Medical Corporation**

Signature:

Name: Tammy DiganTitle: Service Contracts Inside Sales Representative

Date: _____

Chickasha Fire Department

Authorized Signature:

Print Name _____

Title: _____

Date: _____

Preventive Maintenance Terms and Conditions

1. Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
2. Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
3. If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
5. Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
6. It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.

ZOLL Medical Corporation
EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Chickasha Fire Department

Quote No:00026971

Extended Warranty Terms and Conditions

1. The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
2. The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
3. The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
4. If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
5. All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
6. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Administration

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action to approve a request for the waiver of fees for Grand Assembly of God to utilize the Shannon Springs east pavilion area and much of the area north of the dam for a Community Easter Egg Hunt to be held Saturday, April 11, 2020.

I. BACKGROUND/DESCRIPTION:

Staff has received a request from Grand Assembly of God Church to waive fees associated with utilizing the Shannon Springs' east pavilion area and north of the dam for a Community Easter Egg Hunt on Saturday, April 11, 2020. This is an annual event. They are needing the park from 9:00 a.m. to 1:00 p.m. allowing time for set-up and tearing- down.

The Grand Assembly of God is sponsoring the Community Easter Egg Hunt which will include 15,000 candy eggs, prizes, free food and soft drinks, inflatables and carnival games. Everyone from the Chickasha area and surrounding communities are invited. They estimate there will be over 1,000 participants.

An Indemnification Agreement will be in place prior to the function's date. A Certificate of Liability Insurance will also be obtained.

II. RECOMMENDED ACTION:

Approve the request from Grand Assembly of God Church for waiver of fees associated with utilizing Shannon Springs for a Community Easter Egg Hunt on Saturday, April 11, 2020 subject to providing a signed Indemnification Agreement and appropriate Certificate of Liability Insurance.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. Grand Assembly Letter



October 14, 2019

Dear City Clerk,

It is a blessing to live in the daily provisions of our Lord Jesus Christ.

This is a request to use Shannon Springs Park on April 11, 2020 for a City-wide Easter Egg Hunt. The time for all the activities for this event will be 10:00am until 12:00pm. Our vision and purpose is to provide a safe, healthy, family friendly event for the city of Chickasha.

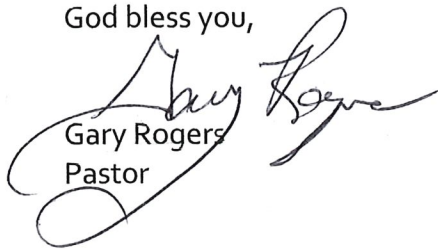
The activities we are planning for the day will include:

- 15,000 eggs with candy for our Easter Egg Hunt with prizes
- Carnival type games (cup cake walk / duck pond / ring toss)
- Free hotdogs, snow cones, and popcorn
- Inflatable bounce house
- Puppets / Human Videos / Short Devotional Time
- Clowns / Easter Bunny / Face Painting

For the last three years we have had great success with this event, and we are anticipating another great year. Last year we had a great response on a beautiful spring day. Now we would like permission to repeat the event again this year.

If you need any further information let me know.

God bless you,


Gary Rogers
Pastor



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Police Department

Agenda Item No. 6.g.

AGENDA ITEM: Discussion, consideration and possible action nondisclosure agreement between the City of Chickasha, Chickasha Police Department, and AT&T IUP 9-1-1 net.

I. BACKGROUND/DESCRIPTION:

The Master Name and Address list for addresses is kept by AT&T. This list allows 9-1-1 phone calls to pin drop to the correct address of a caller.

Currently, about 60 percent of our 9-1-1 calls pin drop to the actual address. Many of the calls pin drop to the closest street intersection.

Approval of the nondisclosure agreement will allow authorized Police Department personnel to update City maps/addresses in our current and future CAD system.

At this time, the only time our City maps/addresses are updated by Grady County.

Agreement will allow for faster and more frequent updates to our systems for emergency response.

II. RECOMMENDED ACTION:

Staff recommends approval of nondisclosure agreement with AT&T IUP 9-1-1 net.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. ATTSW_IUP Subscriber Form_911 Authority
2. ATT IUP 911net NonDisclosure Agreement rev02-2016



AT&T-SW IUP Subscriber Form – 9-1-1 Authority Users

This form must be filled out in its entirety for all IUP subscribers; if you have questions, contact the AT&T-Southwest DIU for your state as listed below. Please send your completed form to the email address for your state:

- Missouri, Oklahoma, Arkansas, or Kansas: moka-e911-doc@att.com; (800) 550-4121
- Texas: aus-e911-doc@att.com; (800) 879-4090

Date:

Subscription is: (check one)		☐ New	☐ Update	☐ User or Name Change	☐ Delete
Select User Type:	☐ 9-1-1 Authority Limited ▪ MSAG View ▪ ALI DR ▪ TN View		☐ 9-1-1 Authority Full ▪ MSAG CR ▪ ALI DR ▪ TN CR		
Archive Options	☐ Manual Archiving CRs and DRs must be moved into an Archive status manually after completion. MSAG CRs and TN CRs must be archived before another CR can be created on the same TN or MSAG. Archived transactions are still viewable.		☐ Automatic Archiving CRs and DRs are automatically archived upon completion. Archived transactions are still viewable.		
USER CONTACT INFORMATION (To be filled out by the end user)					
User Name/Job Title:					
PSAP Name:					
County Name:					
Intrado Security Token (Entrust Token):	☐ New ☐ Use Existing Token: Serial Number:				
Supervisor Name/ Email Address:					
Mailing Address:					
Physical Address (if different from mailing):					





AT&T-SW IUP Subscriber Form – 9-1-1 Authority Users

Telephone Number:	
Fax Number:	
Email Address:	
E9-1-1 State(s):	☐ TX ☐ MO ☐ OK ☐ KS ☐ AR
If this is a user or name change, provide the name or the IUP User ID of the person being replaced or changed:	
9-1-1NET Specific Parameters (To be filled out by AT&T. Not required for Name Change with no change in privileges)	
Will the user be an approving 9-1-1 Authority?	☐ Yes ☐ No
If YES , list the User ID(s) of the person(s) they will be approving:	
Will this user have an approving 9-1-1 Authority?	☐ Yes ☐ No
If YES , list the approving 9-1-1 Authority's name:	
Will this user be in a Workgroup with other 9-1-1 Authorities?	☐ Yes ☐ No
If YES , and this is an existing Workgroup, give Workgroup name.	
If YES , and this is a new Workgroup, please suggest a Workgroup name and list the names of all persons that will be in the group.	
Workgroup Name:	
User Names:	



AT&T-SW IUP Subscriber Form – 9-1-1 Authority Users

User Data Restriction(s)

- If a view is not applicable for a user, enter “No Access”
- If a user should have access to all data sets for the state(s) selected on page 1, enter “No Restrictions”

ALI Audit Query View

☐ No Restrictions	☐ No Access	☐ New (enter restriction(s) below)	☐ Same as (enter existing user name)
County	Community	PSAP ID (required)	

TN Query

☐ No Restrictions	☐ No Access	☐ New (enter restriction(s) below)	☐ Same as (enter existing user name)		
County	Community	MSAG Sys	Exchange	COID	ESN(s)

TN Update

☐ No Restrictions	☐ No Access	☐ New (enter restriction(s) below)	☐ Same as (enter existing user name)		
County	Community	MSAG Sys	Exchange	COID	ESN(s)



AT&T-SW IUP Subscriber Form – 9-1-1 Authority Users

MSAG Query				
☐ No Restrictions		☐ No Access		☐ New (enter restriction(s) below)
☐ Same as (enter existing user name)				
County	Community	MSAG Sys	Exchange	ESN(s)

MSAG Update				
☐ No Restrictions		☐ No Access		☐ New (enter restriction(s) below)
☐ Same as (enter existing user name)				
County	Community	MSAG Sys	Exchange	ESN(s)



AT&T IUP 9-1-1net NON-DISCLOSURE AGREEMENT
AT&T IUP 911net Limited Use Agreement and Access Request

This agreement made effective as of this _____ day of _____, _____ by and between _____, hereby referred to as the "Agency" and Southwestern Bell Telephone Company d/b/a AT&T ("AT&T"), is to assure the protection and confidentiality of information to be made available to the Agency by AT&T.

Specifically, the Agency has requested that AT&T provide access to the AT&T IUP 9-1-1net online database which provides address and Telephone Number listings(s) from AT&T's Database. The Agency intends to use the Information for the purpose of provisioning E9-1-1 services and addressing. AT&T agrees to provide the requested access to the Agency for its use, provided the Agency fully abides by the following terms and conditions:

1. **Restriction.** All Information, including without limitation all information, including oral and written Information, disclosed by AT&T to the Agency pursuant to this Agreement shall be deemed confidential and will only be provided to the authorized Agency representatives as identified by signature on this agreement. Any change of authorized representative must be submitted in writing by the Agency to AT&T.
2. **Use.** The Agency agrees to use the Information received from AT&T only for the purpose of this Agreement. The Agency shall have no other rights to this Information.
3. **Copying.** Information supplied by AT&T shall not be reproduced in any form except as required to accomplish the intent of this Agreement.
4. **Care.** The Agency shall use the same degree of care to avoid the disclosure of the Information to third parties or unauthorized use of the Information by third parties as the Agency uses to protect its own confidential and proprietary information. The Agency shall retain the Information provided by AT&T in a secure place with access limited to only such the Agency employees who need to know such Information for purposes of this Agreement.
5. **Limitation.** It is understood that the term "Information" does not include information which:
 - (i) is published or otherwise in the public domain through no fault of the Agency.
 - (ii) prior to disclosure is properly within the legitimate possession of the Agency.
 - (iii) is independently developed by the Agency through parties who have not had, either directly or indirectly, access to or knowledge of such Information.
 - (iv) is obligated to be produced under order of a court of competent jurisdiction or other similar requirement of a governmental agency, so long as the Agency provides AT&T with prior notice of such order or requirement.
6. **Relief.** Because damages may be difficult to ascertain, the Agency agrees that in the event of violation of this Agreement, without limiting any other rights and remedies of AT&T, an injunction may be sought against the Agency if it breaches or threatens to breach this Agreement.
7. **Term.** This Agreement shall continue in full force and effective during the Agency's agreed access period.
8. **Indemnity.** The Agency agrees to indemnify, defend, and hold AT&T harmless from any and all claims, lawsuits, costs, damages, expenses (including reasonable attorney fees), liabilities, and losses of

AT&T IUP 9-1-1net NON-DISCLOSURE AGREEMENT
AT&T IUP 911net Limited Use Agreement and Access Request

whatever kind arising from the Agency's unauthorized disclosure of the Information provided by AT&T or any other breach of this Agreement.

9. General. This Agreement shall be governed and construed under the laws of the State of _____.

This Agreement represents the entire understanding between parties, and the terms of this Agreement supersede the terms of any prior agreements or understandings, written or oral. This Agreement may not be amended except in writing. The existence of this Agreement and the nature of the discussions between the parties shall not be disclosed by either party without written consent of the other party.

IN WITNESS THEREOF, the parties have executed this Agreement from the effective date stated above.

Agency User/Printed User Name

Don Hildebrand
AT&T Telephone Company Sponsor

Signature*
☐ *Select if Opting for Electronic Signature and
type name above*

Donald Hildebrand
Signature*
☐ *Select if Opting for Electronic Signature and
type name above*

Title

SPECIALIST-SYSTEMS ADMINISTRATOR
Title

email Address

donald.hildebrand@att.com
email Address

Date

Date

Signature-Supervisor/Authorizing Agency*
☐ *Select if Opting for Electronic Signature and
type name above*

Title

Date

**Electronic signature can be used in place of a physical signature only when the original request is emailed from the Agency User email address to the Authorizing Agent email address, and the Authorizing Agent forwards the final copy to AT&T.*



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Administration

Agenda Item No. 6.h.

AGENDA ITEM: Discussion, consideration and possible action on a Wind Lease Agreement with MSR1 Corporation.

I. BACKGROUND/DESCRIPTION:

Contract is for renewable energy project at Lake Chickasha.

Lessee has held surface rights on this property since 2010. with two renewals in 2015 and 2017.

Request is to allow a six month extension to identify a project area, per agreement, and to release property not selected for project.

New date for site selection and release of property not selected would be June 30, 2020.

II. RECOMMENDED ACTION:

Approve contract amendment and authorize City Manager to execute documents.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS:

1. 20191106161603362
2. Wind Lease Agreement - 2017



October 25, 2019

CITY OF CHICKASHA

Attn.: John Noblitt, City Manager
117 North 4th Street
Chickasha, OK 73018
(405) 222-6045

SENT VIA FEDEX THIS DATE

RE: Lake Chickasha Wind Project
Wind Lease Agreement: City of
Chickasha and MSR1 Corporation

Hello John,

I hope and trust this letter finds you well and the City's activities going strong.

Per Section 4.3(d) of our Wind Lease Agreement, dated November 5, 2017, please find attached our check in the amount of \$250.00, which represents our annual rental payment for the Tower we have on City property.

I also wanted to inform you and the City that we are working diligently with Siemens Gamesa Renewable Energy (SGRE) as the preferred vendor of choice for this Project. SGRE recently started producing Wind Turbine generators with a capacity in the range of 3.9 to 4.3 Megawatts, and we are working with SGRE to determine the optimum size to utilize for this Project. The selection of the proper Wind Turbine model for the Project will allow us to minimize the use of the City's property, while maximizing the energy production (and revenue) to both the City and us.

As you are aware, Sections 2.3 and 2.4 of our Wind Lease Agreement requires us to specify the Designation of Wind Energy Project Acreage by December 31, 2019, and to release all unused acreage to the City by June 30, 2020. Unfortunately, the Wind Turbine selection process will not be completed by December 31, 2019, but rather by the middle of Q2, 2020.

We are requesting that the December 31, 2019 deadlines stated in Sections 2.3 and 2.4 be adjusted to coincide with the acreage release date of June 30, 2020. In doing so, this will allow us to properly select the correct SGRE Wind Turbine for the Project and comply with the desires of the City.

If you agree with this modification, please so indicate by executing both copies of the attached Wind Lease Agreement Amendment and returning one copy to us in the prepaid FedEx envelope, also enclosed. Please retain the other copy for your files.

Please don't hesitate to contact me if I may be of any additional service to you or to the City of Chickasha.

Yours very truly,

MSR1 Corporation

A handwritten signature in blue ink, appearing to read "Michael R. Root", is written over the printed name.

Michael R. Root
President and CEO
MRR:edr; Cc: File

WIND LEASE AGREEMENT AMENDMENT

This WIND LEASE AGREEMENT AMENDMENT (the "Amendment") is made and entered into this 25th day of October, 2019, by and between MSR1 Corporation ("MSR1"), and the City of Chickasha ("Chickasha"). MSR1 and Chickasha shall collectively be referred to as the "Parties," and individually as a "Party."

RECITAL

WHEREAS, MSR1 and Chickasha previously entered into a Wind Lease Agreement (the "Agreement"), on or about November 5, 2017, it is the intent of the Parties to amend, alter, and otherwise modify certain terms and conditions contained within the Agreement.

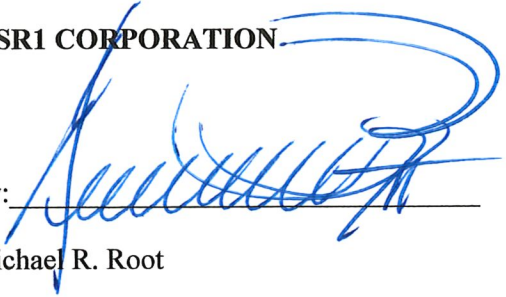
AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. All references to December 31, 2019, found and contained in Section 2.3 and Section 2.4 of the Agreement, shall be changed to read and state June 30, 2020.
2. Except as expressly modified by this, the Amendment, the Agreement will continue in full force and effect.
3. This Amendment may be executed in any number of counterparts, each such counterpart, including those received via facsimile transmission or email, being deemed to be an original instrument, and all such counterparts shall together constitute the Amendment.

IN WITNESS WHEREOF, this Amendment to the Agreement, by and between MSR1 and Chickasha has been executed and delivered by or on behalf of the Parties hereto, effective as of the date first above written.

MSR1 CORPORATION

By: 

Michael R. Root

CEO

CITY OF CHICKASHA

By: _____

Name: _____

Title: _____

WIND LEASE AGREEMENT

THIS LEASE (this "Agreement") is made, dated and effective as of the 5th day of November, September, 2017 (the "Effective Date"), between the City of Chickasha (together with their successors, assigns and heirs, "Owner") and **MSR1 Corporation (formerly known as, WeatherBank, Inc.,** together with its transferees, successors and assigns, "MSR1 or Lessee"), and in connection herewith, Owner and Lessee agree, covenant and contract as set forth in this Agreement. Owner and Lessee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties".

The Parties acknowledge that they have previously entered into a Wind Lease Agreement, dated June 23, 2010; and a Wind Lease Agreement Amendment, dated, June 15, 2015 (the "Prior Documents"). Upon the execution of this Agreement by the Parties, the Prior Documents shall become null and void and replaced by this Agreement.

1. **Grant of Lease and Profits.** For and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, as hereinafter described the receipt of which is hereby acknowledged by Owner, Owner hereby grants, conveys and warrants to MSR1 a lease for the purposes described below upon, over, across and under certain real property of Owner located in Caddo and Grady Counties, State of Oklahoma in and legally described on **Exhibit A** attached hereto and incorporated herein (the "Property"), and hereby leases subject to restrictions as set forth herein to MSR1 the right to the rents, royalties, credits and profits derived from wind energy purposes upon, over and across the Property.

2. **Use of Property.**

2.1 **Purpose of Lease.** The lease and grant of rents, royalties, credits and profits created by this Agreement (collectively, the "Lease") is solely and exclusively for wind energy purposes, and not for any other purpose, and Lessee shall have the exclusive right to use the Property for only wind energy purposes and to derive the profits therefrom.

2.2 **Definitions.** When used, herein, the following terms shall have the following meanings:

(i) **Wind Energy Project** – All the Property used to generate wind power, all easements and all improvements on all of the lands included allowed under this Agreement, including, but not limited to, the blades, towers and foundations comprising the wind energy conversion turbines, roads, and the transmission lines.

(ii) **Development Activities** – any action taken to develop wind energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities related thereto, such as determining the feasibility of wind energy conversion and other power generation on the Property, including studies of wind speed, wind direction, other meteorological data, and extracting soil samples.

(iii) Collection Facilities – construction materials or objects or personality whether temporary or permanent used when laying down, installing, using, replacing, relocating and removing from time to time, and maintaining and operating, wind turbines, underground or overhead electrical and communications lines.

(iv) Windpower Facilities – Everything used in the Wind Energy Project by Lessee including but not limited to electric transformers, energy storage facilities, telecommunications equipment, and power generation facilities to be operated in conjunction with wind turbine installations, roads, meteorological towers and wind measurement equipment, related facilities and equipment; transmission facilities, including overhead and underground transmission, distribution and collector lines, wires and cables, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, substations, interconnection and/or switching facilities, circuit breakers and transformers, and energy storage facilities; overhead and underground control, communications and radio relay systems and telecommunications equipment, including fiber, wires, cables, conduit and poles; roads and erosion control facilities; water pipelines and pumping facilities installed by Lessee; control, maintenance and administration buildings; utility installations; laydown areas and maintenance yards; signs; fences and other safety and protection facilities; and other improvements, facilities, appliances, machinery and equipment in any way related to or associated with any of the foregoing; the wind turbine generators and/or wind turbine generation infrastructure (including transmission lines, substations, O&M facilities, and roads) located inside the boundaries of the Property.

(v) Access Rights - the right of ingress to and egress from Windpower Facilities (whether located on the Property, on adjacent property or elsewhere) over and across the Property by mean of roads and lanes thereon, if existing, or otherwise by such route or routes as Lessee may construct from time to time.

(vi) Gross Revenue - the total revenue actually received by or on behalf of the Lessee, its successor, assignee or transferee during the applicable year of the Lease Term from the sale of energy and related environmental attributes and/or credits from the wind energy conversion turbines located on the Property, save and except any federal, state, county, local or other tax credits, including, but not limited to, Federal Production Tax Credits. It is further understood and agreed that:

(a) Each power purchase agreement or other transaction entered into by Lessee providing for the sale of production, energy, electricity, power, capacity and/or renewal energy credits, pollution credits or other associated credits related to the wind energy conversion turbines located on the leased lands (excluding federal production tax credits or other federal incentives) that result in gross revenue to Lessee is to be the product of arm's length negotiations.

(b) If production, energy, electricity, power, capacity and/or renewable energy credits, pollution credits, or other associated credits (excluding federal production tax credits or other federal incentives) related to the wind energy conversion turbines located on the leased lands are sold at the same time under more than one price, Lessee shall pay Owner based on the weighted average of all such prices.

(c) If Lessee receives any proceeds from any lump sum payment or payments to cancel or modify any obligation under any energy or electricity or capacity purchase contract related to the wind energy conversion turbines located on the leased lands, or Lessee receives payment of liquidated damages or other damages under any energy or electricity purchase contract related to the wind turbines located on the leased lands, then such proceeds or payments shall be considered Gross Revenues hereunder.

(d) As set out in Subparagraph (a) immediately above, Lessee shall not enter into any contract or transaction providing for the sale of production, energy, electricity, power, capacity and/or renewable energy credits, pollution credits, or other associated credits (excluding federal production tax credits or other federal incentives) from the Windpower Facilities located on the leased lands to a person or entity affiliated with or in any way related to Lessee, unless the contract is an arms-length, bona fide transaction, or is ~~the~~ result of bona fide and commercially reasonable efforts to obtain a fair market value price for the sale of production, energy, electricity, power, capacity, and/or renewable energy credits, pollution credits, or other associated credits (excluding federal production tax credits or other federal incentives) from the Windpower Facilities located on the leased lands.

(vii) Generating Units - wind machines, wind energy conversion systems and wind power generating facilities (including associated towers, foundations, support structures, guy wires, braces and other structures and equipment), of any type or technology.

2.3 Designation of Wind Energy Project Acreage. ~~On or before December 31, 2019~~ Within eight (8) years of the date of this Agreement, the Lessee agrees to designate the acreage to be included in its Wind Energy Project on the Property, and to release any remaining acreage to the Owner. In this regard, Lessee agrees to have the perimeter of the Windpower Facilities acreage surveyed as outlined in paragraph 2.4, and all unused acreage will be released from this Agreement in a written release provided by Lessee to Owner no later than June 30, 2020 ~~within 180 days of eight (8) years after entering this Agreement.~~ Lessee also agrees to provide to Owner the GPS coordinates of all planned wind turbines location(s) prior to their installation.

2.4 Retained Acreage Clause. The Lessee shall have surveyed the exact location of any physical improvements that it has made upon the Premises, including, without limitation, turbines, towers, controller boxes, foundations, guy wire, roads, underground and overhead electrical wires, communication lines, poles and cross members, substations and transmission facilities, the Windpower Facilities, Collection Facilities and Access Rights and shall further locate and cause to be shown on such survey the areas of the land (the "Retained Acreage") containing such improvements, with the following boundaries:

a. Approximately 50 feet from the closest point on which a meteorological tower, road, guy wire, or transmission line is located;

b. Approximately 150 feet from the perimeter of any substation; or

c. 300 feet from the axis of horizontal rotation of any turbine located on the land.

Lessee shall provide a copy of the survey and a legal description of the Retained Acreage to Owner. Effective December 31, 2019~~upon eight (8) years from the date of this Agreement~~, all of the land, other than the Utilized Acreage, shall be released from this Lease, but shall remain subject to the Lessee's right of ingress and egress across said land as access to the Retained Acreage. Said release shall be evidenced by a document suitable for recording in the office of the County Clerk of Grady County, Oklahoma. Lessee will have no further obligation with regard to the released areas.

2.5 Lessee's Permitted Use. Lessee may use the Premises for the Permitted Use specified in paragraph 2.1, and for any other lawful purpose or purposes associated therewith including but not limited to the collection and transmission by Lessee of wind generated electric power; construction, installation, operation and maintenance by Lessee of wind turbines, roads, transmission lines and related equipment to and from a Wind Energy Project on the Premises. Provided however, no Windpower Facilities or Collection Facilities or related improvements shall be located within 1,200 feet of any existing residence, barns or corrals, church or school building, or 300 feet from any existing pump jacks, tank batteries, water lines or water storage facilities, or other improvements upon the Property without the written consent of the Owner. The location of any substation must be as agreed to by Owner. All transmission lines between turbines upon the Premises must be placed underground.

It is agreed and understood between the Parties that the body of water in or near the lease owned by the City of Chickasha or the Chickasha Municipal Authority and has been or may be used as a public reservoir, and accordingly by state law at the time of execution of this Agreement no Windpower Facilities or Collection Facilities will be built or erected within six hundred sixty feet (660') of the high water mark of the body of water referenced herein and in the Exhibit A.

It is agreed that Lessee's operation of Wind Power Facilities shall not unreasonably disturb or interfere with Owners' current agricultural use of the property. Upon completion of construction all property disturbed by Lessee, if any, and not required for continuous operations of its Wind Power Facilities shall be restored as best as reasonably possible to its original condition consistent with the continued use of the property pursuant to this Agreement. Reclamation shall include as reasonably required leveling, terracing, mulching, receding, and other necessary steps to prevent soil erosion as required by this Agreement.

Further, it is understood and agreed that Owner maintains a valuable hunting operation, used by the public, upon the Property for deer, turkey, quail and other game animals. The existing seasons are approximately from October 1 to March 1, but may vary somewhat from year to year. It is specifically understood between the parties that Owner has the right to grant to others the ability to hunt upon the Property and to lease the Property for hunting purposes, provided that during rifle hunting season, adequate precautions will be taken by both Lessee and Owner as are necessary for the protection of Lessee's employees and property, if any, upon the Premises during the term of this Lease. During hunting season, except during the Construction Phase of the Project, when possible, Lessee will notify Owner at least thirty-six (36) hours in

advance regarding the place or places where Lessee's employees will be working, so that necessary precautions may be taken by both Owner and Lessee for the protection of said employees.

2.6 Exclusion of Mineral Estate. This Lease covers only the surface estate of the Premises and does not include any part of the mineral estate. It is acknowledged the Property may have subsurface, oil and gas or other minerals leased, or that may be leased in the future. The rights of any mineral lessee shall be superior to the Rights of Lessee or its assigns in this Agreement.

3. Term. It is intended that the Term of this Agreement will consist of a Development Term and a Primary Term. The Development Term may be extended one time as allowed hereafter. The Primary Term may be extended one time as allowed hereafter. It is the purpose of this section to outline how the Development Term and extensions thereto will end, as well as how the Primary Term and any extensions thereto will begin.

It is agreed that this Agreement shall remain in full force for a Development Term of Three (3) years from the Effective Date. Provided however, Lessee is also granted the exclusive right to extend the Development Term of this Grant of Leases for an additional period of Three (3) years which extension will begin upon expiration of the Three (3) year initial Development Term if Lessee so elects. To extend the Development Term, Lessee must make a payment to Grantor of the sum of ~~Nine Five-Thousand Seven Five-Hundred and Fifty~~ -Dollars and No Cents (\$5,500,009,750.00). If Lessee desires to enter such an extension of the Development Term, then notice of the election is to be given to Owner in writing before the completion of the Development Term. The payment for an extension of the Development Term is in addition to and separate from Rental Payment set out in Paragraph 4.1, and is to be made before the extension begins.

At the conclusion of the Development Term and any extension related thereto, or before the conclusion of the Development Term or any extension thereto, Lessee may elect to enter the Primary Term of this Agreement for a period not to exceed thirty (30) years. Said Primary Term is to begin as soon as the Windpower Facilities begin to generate and sell energy from the Wind Energy Project on the Property or any part thereof; or at the conclusion of the Development Term and any extension thereof - whichever occurs first. Once the Primary Term is entered, payments by Lessee shall be in accordance with paragraph 4.2. Lessee is to give Notice that it elects to enter the Primary Term in writing before the completion of the Development Term or any extension thereto. It is to be understood that it is contemplated by the Parties to this Agreement that the Development Activities will be complete prior to entering the Primary Term. Accordingly, if there are no wind turbines constructed and ready and capable of selling energy from all or part of the Wind Energy Project by the end of the Development Term or an extension thereof, then this Agreement shall end and become null and void. Under such circumstances, if requested by Owner, Lessee shall execute a release of this Agreement to be filed with the county clerk. Otherwise, the Development Term and any extension thereto will end when the Primary Term begins.

If the Parties are in the Primary Term, Lessee shall have the option of extending the Agreement an additional thirty (30) year period. If Lessee desires to extend the Primary Term, notice must be given eighteen (18) months before the completion of the Primary Term to Owner in writing. Once in the Primary Term, Lessee will have the right to continue to engage in Development Activities until the end of the Primary Term or any extension thereto.

The parties will enter good faith negotiations as to the manner and method of payment of royalties during the extension of the Primary Term, as set forth immediately hereafter. If the Parties cannot agree to the manner of the Royalty Payment for the extension of the Primary Term, then the Parties shall determine the Royalty to be paid by Lessee to Owner during the Extended Primary Term to reflect then-current fair market values; provided however, that no such determination shall be effective until the Primary Term has ended. The Parties shall meet no earlier than five (5) years and no later than one hundred eighty (180) days prior to the expiration date of the Primary Term to attempt to agree on such fair market values. If the Parties are unable to so agree within sixty (60) days after such meeting, then such fair market values for the Extended Primary Term shall be determined by an independent wind power consultant reasonably acceptable to both Lessee and Owner. Such consultant shall have at least five (5) years' experience with wind power projects constructed in Oklahoma and Texas, not have been an employee of or consultant to either Party, and not have any financial interest in or derived from the Wind Energy Project or the Property ("Consultant"), the Consultant shall complete his determination prior to the expiration date of the Primary Term. The Parties shall bear the Consultant's costs equally, provided however if the Consultant's determination of the appropriate royalty for the first ten years is the same as the amount proposed by a Party, then the Party who objected to the proposal used by the Consultant shall pay one hundred percent (100%) of the Consultant's costs. If the Parties cannot agree on a Consultant within thirty (30) days, either may petition the court of Grady County Oklahoma for appointment of a Consultant.

If Lessee elects to allow the Development Term to expire without giving Notice to Owner of an extension or if Lessee elects not to enter the Primary Term, then this Agreement shall be deemed null and void and neither party shall have any additional obligations hereunder. Under such circumstances, if requested by Owner, Lessee shall execute a release of this Agreement to be filed with the county clerk.

4. **Payments.** In consideration of the rights granted hereunder, Lessee will pay Owner the following amounts:

4.1 **Rental Payments.** Lessee shall pay to Owner in consideration for construction work on the Property during the Development Term of this lease and the grant of leases provided for herein, a one-time surface rent payment of Nine Thousand Seven Hundred Fifty Five Thousand Five Hundred Dollars and No Cents (~~\$5,500,009,750.00~~), regardless of the actual acreage leased or presented in Exhibit A attached hereto (the "Initial Rent") which shall be due and payable upon the execution and delivery of this Agreement by Owner.

4.2 **Royalty Payments.** Once the Primary Term begins Lessee shall pay to Owner One Thirty-Third part (or 3.0303%) of Gross Revenues (as herein defined) per year, which Lessee receives from the sale of the electricity generated by the Turbines located on the

Property (the “**Percentage Rent**”) as hereafter stated. During the Primary Term the amount of payments to Owner shall not be less than a minimum of \$4,000.00 per Lease Year per megawatt of each turbine on the Property, (the “**Alternative Payment**”), such Alternative Payment to be made on or before the anniversary of the date of commencement of the Primary Term.

The term “Lease Year” as used in this paragraph shall mean one 365 day period beginning on the calendar date that the Primary Term begins.

Percentage Rent payments shall be due within thirty (30) days after Lessee received payment for electricity delivered, but not more frequently than monthly. A statement setting forth the basis on which the payment was computed shall accompany each payment.

Lessee shall keep true, accurate and complete books, records, accounts, contracts and data sufficient to support and to verify calculation of Royalty owed under this Agreement and will provide such information with detail on each payment. Owner shall have the right at all reasonable times and upon reasonable notice, personally or by designated representative, to inspect and audit the books, accounts, contracts, records and data within the possession or control of Lessee pertaining to the production, transportation or sale of electricity produced from the Property at the office of Lessee, including, (without limitation) statements from third parties which verify price, value or quantity of electricity generated by the Wind Energy Project on the Property. Owner may be required to keep any such information confidential to the extent allowed by law subject to state or federal laws that require disclosure or reporting of any of the foregoing documentation or information (and if allowed by law, may be required to execute a confidentiality agreement evidencing same) or court order in any litigation.

In conjunction with each Royalty Payment made to Owner, Lessee shall furnish to Owner a statement setting forth the amount of Gross Revenues received by Lessee during the calendar quarter and the Royalty Payment due Owner for such calendar quarter.

4.3 Installation Fees or Surface Damages. Irregardless of whether Lessee is in the Development Term or the Primary Term, or any extension thereof, installation fees or surface damages shall be due and payable to Owner by Lessee as follows:

(a) The sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per MW installed or to be installed on the Premises, which sum shall be payable within sixty (60) days of commencement of construction, which is defined as being the first excavation, installation or construction of improvements on the lands constituting the Wind Energy Project, which will be the same date for all of the Owners in the Project; and

(b) The sum of Twenty and No/100 Dollars (\$20.00) per rod for transmission lines and Ten and No/100 Dollars (\$10.00) per rod for roads constructed upon the Premises, which sums shall be paid within sixty (60) days of the commencement of construction (i.e., first excavation, installation or construction) of such transmission lines and roads. Transmission lines and roads will not exceed twenty (20) feet in width after construction. If transmission rights-of-way or roads of a larger size are needed, the price per rod will be increased by agreement of the parties.

(c) The fee for a substation site, if any, upon the Premises shall be the sum of Eight Thousand and No/100 Dollars (\$8,000.00) per substation, not to exceed 3.0 acres of land each. Said amount shall be paid within sixty (60) days of the commencement of construction (i.e., first excavation, installation or construction) of said substation site or sites. An annual fee for use of each substation site during the term of the Lease and any extension thereof shall be as follows: \$2,000.00 per year for years 1 through 10; \$2,500.00 per year for years 11 through 20; \$3,000.00 per year for years 21 through 30; \$3,500.00 per year for years 30 through 35; and \$4,000.00 per year for years 35 through 40 (provided this Lease is extended as provided herein).

(d) An annual payment of \$250.00 will be paid to Owner by Lessee for each meteorological tower placed upon the Property. Upon execution of this Agreement, Lessee shall pay to Owner the 2018 annual payment in the amount of \$250.00 for the existing meteorological tower.

4.4 Late Payment Penalty. If Lessee fails to make any payment to Owner required of it hereunder when due, interest shall accrue on the overdue amount, from the date overdue until the date paid, at a rate equal to the sum of two percent (2%) per annum plus the prime lending rate as from time to time may be published by The Wall Street Journal under the "Money Rates" section; provided that, in no event shall, such interest exceed the maximum rate permitted by law.

4.5 Additional Disturbance. Following the initial phase of the construction of this Wind Energy Project and during the term of this Lease, if additional roads, power lines and/or Windpower or Collection Facilities are constructed or other activities are conducted on the Premises causing additional surface damage, and such damage is not in connection with the installation of any additional turbines on the Premises, then, in that event, Lessee agrees to pay to Owner additional compensation of Twenty-five and no/100 Dollars (\$25.00) per rod for each such additional access road or power line constructed, or a similar sum calculated on an acreage basis for damages related to Windpower or Collection Facilities, or other activities causing surface damage, which sums shall be paid, as they accrue.

4.6 Meter Calibration. Lessee shall test and calibrate the meters at the common substations and/or meters at property lines in accordance with the power purchase contracts for purchase of electricity generated by Wind Energy Project on the Premises and, in any event at least one (1) time during each calendar year.

5. Ownership of Windpower Facilities. Owner shall have no ownership, lien, security or other interest in any Windpower Facilities installed on the Property and Lessee may remove any or all Windpower Facilities at any time. Except for the payments described in Section 4 above, Owner shall not be entitled to any other payments or benefits accrued by or from the Project, including renewable energy credits, environmental credits or tax credits.

6. Taxes. MSR1 or its assign shall pay all taxes, assessments, or other governmental charges that shall or may during the Lease term be imposed on, or arise in connection with the Property itself. In the event that during the Lease term MSR1 shall fail to fully pay any such indebtedness, and Owner is required to pay the same, or is assessed the same,

then MSR1 or its assign shall promptly reimburse Owner or pay directly for any such taxes, assessments, or other governmental charges directly resulting from the presence of the Windpower Facilities on the Property to remove and satisfy any and all such indebtedness and all expense of Owner, if any, in satisfying and removing such indebtedness.

7. **Lessee's Representations, Warranties, and Covenants.** Lessee hereby represents, warrants, and covenants to Owner that:

7.1 **Minimal Impacts.** Lessee agrees to conduct its Development Activities and to locate and operate its Windpower Facilities in such a way as to reasonably minimize impacts to the Property and to Owner's activities on the Property, to the extent practical, without negatively impacting the Windpower Facilities. Prior to the construction of the Windpower Facilities on the Property, Lessee shall give Owner a site plan indicating the approximate proposed location of such Windpower Facilities and Collection Facilities. Lessee shall consider in good faith any suggestions or concerns Owner may have with the placement of such Windpower and Collection Facilities. Lessee shall operate and maintain the Windpower and Collection Facilities in good order and repair throughout the term of this Agreement. If Owner's Property is fenced, all newly constructed access roads located on the Property shall be gated by Lessee at Lessee's expense, and Owner shall be furnished with keys or other ability to open and close such gates. Lessee shall maintain such gates as part of the Windpower Facilities.

7.2 **Insurance.** Lessee shall, at its expense, maintain a broad form comprehensive coverage policy of public and general liability insurance insuring Lessee and Owner against loss or liability caused by Lessee's occupation and use of the Property under the Lease, in an amount not less than that required by the Oklahoma Governmental Tort Claims Act. Certificates of such insurance shall be provided to Owner upon written request. Such insurance policy shall have a provision prohibiting cancellation without endeavoring to provide at least 30 days' notice to Owner. Owner shall be an additional insured under said policy.

7.3 **Indemnification.** Lessee agrees to protect, defend, indemnify and hold harmless Owner of and from any and all claims, causes of action, suits, liability, losses, damages, fines, penalties, expenses of litigation, court costs, and attorney's fees--including, but not limited to, such for injury to or death of any person, or for damages to any property, or for any sort of regulatory deficiency or noncompliance--arising out of or incidental to this Lease (including Lessee's activities on and use of the Premises and Lessee's conduct and management of its business hereunder); provided, however, that the indemnity provided for in this section shall have no application when such claims or causes of action are proven to be attributable in whole or in part to the negligence or other legal fault of Owner. It is understood that this indemnity shall include, without limitation, any claims, losses, damages, causes of action, suits and liabilities arising in favor of (a) any third person; (b) any Lessee including its officers, employees, agents, representatives, contractors or subcontractors; (c) any guest, business invitee, other invitee, or person coming on the Premises with the express or implied permission of Lessee; and (d) any persons asserting derivative claims by, through or under Lessee. For the purpose of this clause, "Owner" is defined to include the following: Owner, as above set forth; and Owner's partners, employees, representatives, agents, heirs, executors, administrators, legal representatives, successors and assigns.

7.4 Requirement of Governmental Agencies. Lessee, at its expense, shall comply in all material respects with valid laws, ordinances, statutes, orders, and regulations of any governmental agency applicable to the Windpower Facilities, and the Property upon which Windpower Facilities are located. Lessee shall have the right to contest by appropriate legal proceedings, the validity or applicability to the Property or Windpower Facilities of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity.

7.5 Construction Lien. Lessee shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies, or equipment furnished to the Property in connection with Lessee's use of the Property pursuant to the Lease. However, if Lessee wishes to contest any such lien, Lessee shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond over such lien from the Property pursuant to applicable law.

7.6 Hazardous Materials. Lessee agrees to comply with all federal, state, or local law, ordinance, or regulation relating to the generation, manufacture, production, use, storage, discharge, disposal, transportation or presence of any substance, material, or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state, or local laws or regulations, on or under the Property. Lessee shall indemnify Owner against any such violation that is caused by Lessee or Lessee's agents or contractors and occurs after the commencement of construction of the Windpower Facilities. Lessee shall promptly notify Owner of any such violation or alleged violation.

7.7 Lessee's Authority. Lessee has the right and authority to execute this Agreement. Each person signing this Agreement on behalf of Lessee is authorized to do so. When signed by Lessee, this Agreement constitutes a valid and binding agreement enforceable against Lessee in accordance with its terms.

7.8 Bond for Removal of Wind Power Facilities and Alternative to Removal. No later than five years after the commencement of the Primary Term, Lessee shall be obligated to obtain and deliver to Owner a bond or Letter of Credit in form and substance reasonably satisfactory to Owner securing performance of Lessee's obligation to remove the "Wind Power Facilities" and "Collection Facilities" located on the Premises (the "Removal Bond"). The aforementioned Removal Bond shall be equal to the estimated amount (the "Net Removal Costs"), by which the cost of removing the Wind Power Facilities exceeds the salvage value of such Wind Power Facilities, which Net Removal Costs shall be determined as set forth below. To the extent that the Net Removal Costs are zero (or negative), a Removal Bond or Letter of Credit shall not be required on the part of the Lessee, provided, however that Lessee shall reevaluate the need for a Removal Bond or Letter of Credit at least annually after the same is secured until the termination of any and all terms of this Agreement. If the Net Removal Costs are claimed to be zero by Lessee, then a letter verifying the salvage value of a third party capable of salvaging the Windpower Facilities may be substantiated for the Removal Bond.

Once in place, Lessee shall keep such Removal Bond, or a like replacement bond, in force throughout the remainder of the Term of this Lease and any extensions thereof. The Net Removal Costs shall be determined by the parties hereto acting in good faith. If the aforementioned parties cannot agree upon the Net Removal Costs within sixty (60) days of their first attempt to do so, then the Net Removal Costs shall be determined by an independent engineer mutually selected by the parties hereto. If those aforementioned parties cannot agree upon such independent engineer within the next thirty (30) days, then by an independent engineer appointed by a District Judge of Grady County, Oklahoma; and the decision of such an independent engineer (however selected) as to the Net Removal Costs shall be conclusive as between and binding upon, the parties hereto.

The Standards for removal of the Wind Power Facilities shall be as follows:

i. Windpower Facilities (including towers and pad-mount transformers) shall be cleared, cleaned and removed from the Premises. Any liquids, greases, etc. contained in any of the mentioned equipment to this sub-clause shall also be removed safely from the Premises in accordance with then-existing laws and regulations.

ii. Tower Foundations and Pad Mount Transformer Foundations: For all foundations installed in the ground, the foundations shall be cleared, cleaned and removed from the ground at least four (4) feet from the grade of the land (i.e. below plow depth) effected thereby. Lessee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type at the Property.

iii. Roads: To the extent that Owner desires that roads be removed, the roads shall be cleared, cleaned and removed from the Property. Lessee shall ensure that any holes or cavities in the ground as a result of such removal are filled with topsoil of the same or similar type at the Property.

iv. Overhead power and/or communication lines (if any) shall be cleared, cleaned and removed from the Property.

v. Collection Facilities shall be cleared, cleaned and removed from the Premises and any liquids, greases, etc. contained therein shall be removed safely from the Premises in accordance with then-existing laws and regulations.

vi. Buried Cables (power and/or communication): For all buried cables of whatever type (power, fiber-optic, communication, etc.) installed in the ground, such cables shall be cleared, cleaned and removed from the ground. Lessee shall ensure that any holes or cavities created in the ground as a result of such removal are filled with topsoil of the same or similar type at the Premises.

vii. Lessee shall insure that any rocks excavated during the decommissioning/removal process are removed from the Premises.

On the expiration or termination of this Lease, and in the sole discretion of the Owner, Owner may agree to accept a negotiated amount in lieu of the removal of foundations and roads from the Premises as agreed upon by the Lessee and Owner at that time. Reclamation shall include, as reasonably required, leveling, terracing, mulching, reseeding and other reasonably necessary steps to prevent soil erosion.

8. **Owner's Representation, Warranties, and Covenant.** Owner hereby represents, warrants, and covenants as follows:

8.1 **Owner's Authority.** Except as provided in Paragraph 8.1.A below, Owner believes it is the Owner of the Property described on Exhibit A and has the right and authority to execute this Agreement and to grant to Lessee the rights granted hereunder. However, Owner makes no warranties, be they express or implied as to its ownership of any portion of the Property described on Exhibit A attached hereto. Owner simply leases herein whatever right and interest it has in said Property. It is mutually agreed by and between the parties that in the event the Property on Exhibit A is not marketable, that Lessee shall have the option to request Lessor to perfect a good and marketable title in and to said Property by means of a quiet title suit, or Lessee may rescind this Agreement. In the event Owners are unable or unwilling to perfect a good and marketable title according to the Oklahoma Title Standards, Lessee shall have the option to proceed under the terms of this contract or Lessee may elect to deem this Agreement void as a result of which each Party shall be released from any and all obligations under this Lease Agreement and this Lease Agreement shall be deemed null and void.

8.1.A. Owner represents that it has been in possession and control of the Property listed on Exhibit A attached hereto for many years, and therefore believes it is the owner of said Property with the ability to execute this Lease Agreement. However, it is expressly stated and understood by the Parties hereto no title opinion nor any abstracts have ever been compiled or requested by Lessee, and there may be and are issues regarding the marketable title in Owner for part or all of the Property listed on Exhibit A. If the defect in title is a portion of the Property upon which no Collection Facilities or Windpower Facilities are to be placed, such portions of the Property will be released by the Parties to this Lease Agreement in which a title defect exists, but the remaining terms and conditions of this Lease Agreement will remain in full force and effect.

8.1.B. Owner represents that each person signing this Agreement on behalf of Owner is authorized to do so. When signed by Owner, this Agreement constitutes a valid and binding agreement in accordance with its terms.

8.2 **No Interference.** Owner's activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not interfere with: the construction, installation, maintenance, or operation of the Windpower Facilities, whether located on the Property or elsewhere; access over the Property to such Windpower Facilities; any Development Activities; or the undertaking of any other activities permitted hereunder. Without limiting the generality of the foregoing, Owner shall not disturb or interfere

with the wind speed or wind direction over the Property or elsewhere that might cause a decrease in the output or efficiency of the Windpower Facilities.

8.3 Liens and Tenants. Except as disclosed in the Real Property Records of the County of Grady and Caddo County, in the State of Oklahoma, or as disclosed by Owner in writing to Lessee on Exhibit B attached hereto, Owner represents that to its actual knowledge there are no mortgages, or similar liens or security interests encumbering all or any portion of the Property. Likewise, except as may be disclosed by Owner in writing to Lessee, Owner represents that no labor has been performed or materials supplied upon the Property in the last four (4) months for which compensation remains unpaid and that there are no other circumstances that might give rise to the filing of a materialman's lien against the Property. Owner shall reasonably cooperate and assist Lessee, at no expense to Owner, in obtaining a non-disturbance agreement or other similar and appropriate document from each party that holds a lien (recorded or unrecorded) that might interfere with Lessee's rights under this Agreement. A non-disturbance agreement is an agreement between Lessee and a lienholder, which provides that the lienholder shall not disturb Lessee's possession or rights under the Leases or terminate the Lease so long as Owner is not entitled to terminate this Agreement under the provisions thereof.

8.4 Requirements of Governmental Agencies. Owner shall assist and fully cooperate with Lessee, at no expense to Owner, in complying with or obtaining any land use permits and approvals, building permits, environmental impact reviews or any other approvals (collectively the "Approvals") required for the financing, construction, installation, monitoring, replacement, relocation, maintenance, operation or removal of Windpower Facilities, including execution, if necessary, of application for such Approvals, and including participating in any appeals or regulatory proceedings respecting the Windpower Facilities. Owner hereby waives enforcement of any applicable setback requirements respecting the Windpower Facilities to be placed on the Property or any such facilities to be placed upon property adjacent to Owner's Property.

8.5 Access. Owner hereby agrees to grant to Lessee a lease for reasonable and necessary Access Rights over and across designated portions of Owner's property that is not part of the Property ("Access Lease"). Any Access Lease shall include the right to improve existing roads and lanes, shall be appurtenant to the Property, and shall inure to the benefit of Lessee and be binding upon Owner and Owner's respective transferees, successors, and assigns, and all persons claiming under them. In the event Lessee wishes to designate any such Access Lease after the construction of the Windpower Facilities, Lessee shall do so only if reasonably required for the operation of the Windpower Facilities and there is no other reasonable access on the Property.

8.6 Hazardous Materials. Owner shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations on or under the Property. Owner shall indemnify Lessee against any such violation that is caused by: (i) any person and exists as of the Effective Date or

occurs on or before the commencement of construction of the Windpower Facilities; or (ii) Owner or Owner's agents and occurs after the commencement of construction of the Windpower Facilities. The Owner shall promptly notify the Lessee of any such violation or alleged violation.

9. **Assignment.**

9.1 **Assignment.** Lessee shall at all times have the right to sell, assign, sublease, encumber, transfer or convey all or any portion of its interest in this Lease without Owner's consent; provided, however, that any and all such assignments shall be expressly made subject to all of the terms, covenants and conditions of this Lease. No such sale, assignment, sublease, transfer, or lease shall relieve Lessee of its obligations under this Lease, unless Lessee assigns its entire interest hereunder, in which event Lessee shall have no continuing liability. Nothing herein shall be construed to be a limitation or prohibition of any type against Owner's right or freedom to devise, convey, gift, assign, transfer and/or sell Owner's title to the Premises. Owner agrees to provide written notice to Lessee at the address specified herein of any such devise, conveyance, gift, assignment, transfer or sale. Likewise, Lessee shall provide written notice to the Owner at the address specified herein of any assignment, sublease, transfer or conveyance of all or any portion of its interest in this Lease. The rights and obligations contained in this Lease shall run with the land for the duration of this Lease and shall be binding upon Owner and Lessee, their successors, assigns, sublessees, permittees, licensees, lessees, employees and agents. Further, the rights and obligations contained in this Lease shall inure to the benefit of Owner and Lessee and their successor, assigns, sublessees, permittees, licensees, lessees, employees and agents.

9.2 **Acquisition of Interest.** The acquisition of all or any portion of Lessee's interest in the Property or the Windpower Facilities or the Lease by another person shall not constitute a breach of any provision or a default under this Agreement, and Owner shall recognize the person as Lessee's proper successor.

10. **Collection Facilities.**

10.1 **Grant of Collection Facilities Lease.** Owner hereby agrees to grant to Lessee one or more leases for the construction, operation and maintenance of underground electric collection facilities including underground or overhead electric transmission and distribution lines, interconnections and switching stations on, under, over and across designated portions of the Property ("Collection Facilities Lease"). Any such Collection Facilities Lease shall contain no more than all the rights and privileges for Windpower Facilities as are set forth in this Agreement.

10.2 **Access.** Any Collection Facilities Lease shall also include the right of ingress to and egress from the Collection Facilities (whether located on the Property, on adjacent property or elsewhere) over and along the Property by means of roads and lanes thereon if existing, or otherwise by such route or routes as Lessee may construct from time to time.

10.3 Assignment in Connection with Collection Facilities Lines. In connection with the exercise of the rights of Lessee hereunder and to facilitate Development Activities, Lessee shall have the right to grant to any utility or other duly authorized entity the right to construct, operate and maintain underground or overhead electric transmission and distribution, interconnection and switching facilities on the Property.

10.4 Term. The term of any Collection Facilities Lease shall be the same as the Term(s) of this Agreement as set forth in Paragraph 3 herein, unless the Collection Facilities Lease is terminated by Lessee by written notice to Owner as set forth herein, and shall not expire or be terminable by Owner, notwithstanding Section 12.2. During the term of the Agreement, Lessee shall have the right to assign or convey all or any portion of any Collection Facilities Lease to any person on an exclusive or nonexclusive basis. Any Collection Facilities Lease shall run with the Property and inure to the benefit of, and be binding upon, Owner and Lessee and their respective transferees, successors and assigns, and all persons claiming under them. At Lessee's option, any Collection Facilities Lease shall survive the termination of the Agreement pursuant to Section 12.2 of this Agreement.

11. Mortgage Protection. In the event that any mortgage, deed of trust or other security interest in this Lease or in any Windpower Facilities is entered into by Lessee or any Assignee (an "Lease Mortgagee") the Lease Mortgagee shall, for so long as its Lease Mortgage is in existence and until the lien thereof has been extinguished, be entitled to the protections set forth in this Section 11. Lessee shall send written notice to Owner of the name and address of any such Lease Mortgagee.

11.1 Lease Mortgagee's Right to Possession, Right to Acquire and Right to Assign. A Lease Mortgagee shall have the absolute right: (a) to assign its security interest; (b) to enforce its lien and acquire title to the lease estate by any lawful means; (c) to take possession of and operate the Windpower Facilities or any portion thereof and to perform all obligations to be performed by Lessee hereunder, or to cause a receiver to be appointed to do so; and (d) to acquire the lease estate by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer the lease estate to a third party. Owner's consent shall not be required for the acquisition of the encumbered lease or sublease estate by a third party who acquires the same by foreclosure or assignment in lieu of foreclosure.

11.2 Notice of Default: Opportunity to Cure. As a precondition to exercising any rights or remedies as a result of any alleged default by Lessee, Owner shall give written notice of the default to each Lease Mortgagee concurrently with delivery of such notice to Lessee, specifying in detail the alleged event of default and the required remedy. In the event Owner gives such a written notice of default, the following provisions shall apply:

(a) A "monetary default" means failure to pay when due any fee, payment real property taxes, insurance premiums or other monetary obligation of Lessee under this Lease. Any other event of default is a "non-monetary" default.

(b) The Lease Mortgagee shall have the same period after receipt of notice of default to remedy the default, or cause the same to be remedied, as is given to Lessee after Lessee's receipt of notice of default, plus, in each instance, the following additional time periods: (i) sixty (60) days, for a total of one hundred twenty (120) days after receipt of the notice of default in the event of any monetary default; and (ii) sixty (60) days, for a total of one hundred twenty (120) days after receipt of the notice of default in the event of any non-monetary default, provided that such 120-day period shall be extended for the time reasonably required to complete such cure, including the time required for the Lease Mortgagee to perfect its right to cure such non-monetary default by obtaining possession of the Property (including possession by a receiver) or by instituting foreclosure proceedings, provided the Lease Mortgagee acts with reasonable and continuous diligence. The Lease Mortgagee shall have the absolute right to substitute itself for the Lessee and perform the duties of Lessee hereunder for purposes of curing such defaults. Owner expressly consents to such substitution, agrees to accept such performance, and authorizes the Lease Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Property to complete such performance with all the rights, privileges and obligations of the original Lessee hereunder. Owner shall not terminate the Lease prior to expiration of the cure periods available to a Lease Mortgagee as set forth above.

(c) During any period of possession of the Windpower Facilities by an Lease Mortgagee (or a receiver requested by such Lease Mortgagee) and/or during the pendency of any fore closure proceedings instituted by an Lease Mortgagee, the Lease Mortgagee shall pay or cause to be paid the Operating Fees and all other monetary charges payable by Lessee hereunder which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Lessee's lease estate by the Lease Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, the Lease shall continue in full force and effect and the Lease Mortgagee or party acquiring title to Lessee's lease estate shall, as promptly as reasonably possible, commence the cure of all defaults hereunder and thereafter diligently process such cure to completion, whereupon Owner's right to terminate this Lease based upon such defaults shall be deemed waived.

(d) Any Lease Mortgagee or other party who acquires Lessee's lease interest pursuant to foreclosure or assignment in lieu of foreclosure shall be liable to perform the obligations imposed on Lessee by this Lease so long as such Lease Mortgagee or other party has ownership of the lease estate or possession of the Property.

(e) Neither the bankruptcy nor the insolvency of Lessee shall be grounds for terminating this Lease as long as all material obligations of Lessee under the terms of this Lease are performed by the Lease Mortgagee in accordance with the terms of this Lease.

(f) Nothing herein shall be construed to extend the Lease beyond the Lease Term as set forth in Paragraph 3 hereof, or to require a Lease Mortgagee to continue foreclosure proceedings after the default has been cured. If the default is cured and the Lease Mortgagee discontinues foreclosure proceedings, the Lease shall continue in full force and effect.

11.3 New Lease to Mortgagee. If this Agreement terminates because of Lessee's default or if the lease is foreclosed, or if the Agreement is rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditor's rights, the Owner shall, upon written **notice from Lease Mortgagee, provide to Lease Mortgagee a new lease** for the Property, on the following terms and conditions:

(a) The terms of the new lease shall commence on the date of termination, foreclosure, rejection or disaffirmance and shall continue for the remainder of the terms of the Lease, at the same rent and subject to the same terms and conditions set forth in this Agreement.

(b) The new lease shall be executed within thirty (30) days after receipt by Owner of written notice of the Lease Mortgagee's election to enter a new lease, provided said Lease Mortgagee: (i) pays to Owner all rent and other monetary charges payable by Lessee under the terms of the Lease up to the date of execution of the new lease, as if the Lease had not been terminated, foreclosed, rejected or disaffirmed; (ii) performs all other obligations of Lessee under the terms of the Lease, to the extent performance is then due and susceptible of being cured and performed by the Lease Mortgagee; and (iii) agrees in writing to perform, or cause to be performed, all non-monetary obligations which have not been performed by Lessee and would have accrued under this Lease up to the date of commencement of the new lease, except those obligations which constitute non-curable defaults as defined above. Any new lease granted to the Lease Mortgagee shall enjoy the same priority as this Lease over any lien, encumbrances or other interest created by Owner.

(c) At the option of the Lease Mortgagee, the new lease may be executed by a designee of such Lease Mortgagee without the Lease Mortgagee assuming the burdens and obligations of Lessee hereunder.

(d) If more than one Lease Mortgagee makes a written request for a new lease pursuant hereto, the new lease shall be delivered to the Lease Mortgagee requesting such new lease whose Mortgage is prior in lien, and the written request of any other Mortgagee whose lien is subordinate shall be void and of no further force or effect.

(e) The provisions of this Section 11 shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by Owner, Lessee and such Lease Mortgagee, and, from the effective date of such termination, rejection or disaffirmance of the Lease to the date of execution and delivery of such new lease, such Lease Mortgagee may use and enjoy said Property without hindrance by Owner or any person claiming by, through or under Owner, provided that all of the conditions for a new lease as set forth herein are complied with.

11.4 Lease Mortgagee's Consent to Amendment, Termination or Surrender. Notwithstanding any provision of this Agreement to the contrary, the parties agree that so long as there exists an unpaid Lease Mortgage, this Agreement shall not be modified or amended and Owner shall not accept a surrender of the Property or any part thereof or a cancellation, termination or re-Grant of Leases of this Agreement from Lessee prior to expiration of the term

without the prior written consent of the Lease Mortgagee. This provision is for the express benefit of and shall be enforceable by such Lease Mortgagee.

11.5 No Waiver. No payment made to Owner by an Lease Mortgagee shall constitute an agreement that such payment was, in fact, due under the terms of the Agreement; and an Lease Mortgagee, having made any payment to Owner pursuant to Owner's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

11.6 No Merger. There Shall be no merger of the Agreement, or of the Lease estate created by the Agreement, with the fee estate in the Property by reason of the fact that the Agreement or the lease estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Property and all persons (including Lease Mortgagee) having an interest in the Agreement or in the estate of Owner and Lessee shall join in a written instrument effecting such merger and shall duly record the same.

11.7 Estoppel Certificates, Etc. Owner shall execute such estoppel certificates (certifying as to such matters as Lessee may reasonably request, including without limitation that no default then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Lessee, any Assignee or Lease Mortgagee may reasonably request from time to time.

11.8 Designation of Collateral. It is understood by the Parties to this Agreement that the Wind Energy Project may be financed. Accordingly, Property of Owner may be subject to a mortgage it otherwise would not have had. To minimize rights of ownership of Owner, it is agreed Lessee shall use as collateral the Windpower Facilities and Collection Facilities, and not the Property. Mortgage shall reflect this and include a Release for the Owner to limit any mortgage lien rights to the retained acreage as outlined in Paragraph 2.4. If a mortgagee forecloses on the Wind Energy Project, it shall have the right to salvage or sell the Windpower Facilities and Collection Facilities, but not to own or sell the Property or any part thereof.

12. Default and Termination.

12.1 Owner's Right to Terminate. Except as qualified by any subsequent actions and approvals of Owner pursuant to Section 11, Owner shall have the right to terminate the Agreement if (a) a material default in the performance of Lessee's obligations under this Agreement shall occur and remains uncured, (b) Owner notifies Lessee in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default, and (c) the default shall not have been remedied within sixty (60) days after Lessee receives the written notice, or, if cure will take longer than sixty (60) days, Lessee has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion. Owner shall also have the right to terminate the Lease if Lessee has not commenced construction of Windpower Facilities on the Property within the Primary Term of this Agreement, and any extensions thereto.

12.2 Lessee's Right to Terminate. Lessee shall have the right to terminate the Lease as to all or any part of the property at any time and without cause, effective upon 30 days' written notice to Owner from Lessee. In the event any such notice is delivered to Owner by Lessee after wind turbines have been installed on the Property, such notice shall be accompanied by a statement by Lessee setting forth how Lessee shall comply with the provisions of Section 12.3.

12.3 Effect of Termination. In the event of such termination, Lessee must remove Windpower Facilities and comply with the standards for removal of the same as set forth in paragraph 7.9, regardless of the length of time the Lease was in effect. All Windpower Collection Facilities are to be removed within one (1) year of termination. If Lessee fails to remove such Windpower Facilities within twelve (12) months of termination of the Lease, or such longer period as Owner may provide by extension, Owner may do so, in which case Lessee shall reimburse Owner for reasonable and documented costs of removal and restoration incurred by Owner.

13. Miscellaneous.

13.1 Force Majeure. If performance of the Agreement or of any obligation hereunder is prevented or substantially restricted or interfered with by reason of an event of "Force Majeure" (defined below), the affected party, upon giving written notice to the other Party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected Party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance, hereunder whenever such causes are removed. "Force Majeure" means fire, earthquake, flood, or other casualty or accident; strikes or labor disputes; war, civil strife or other violence; any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility; or any other act or condition beyond the reasonable control of a Party hereto.

13.2 Successors and Assigns. The Agreement shall inure to the benefit of and be binding upon Owner and Lessee and, to the extent provided in any assignment or other transfer under Section 9 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them. References to Lessee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the Lease or this Agreement and actually are exercising rights under this Agreement to the extent consistent with such interest.

13.3 Memorandum of Lease. Lessee shall have the right to record a memorandum of this Lease in a form mutually acceptable to Lessee and Owner, and Owner shall execute any such memorandum upon written request of Lessee. Neither Owner nor Lessee shall record this Lease in its entirety, unless required to do so by law or Court Order or settlor of a quiet title or other legal action.

13.4 Notices. All notices or other communications required or permitted by this Agreement, including payments to Owner, shall be in writing and shall be deemed given

when personally delivered to Owner or Lessee, or in lieu of such personal delivery services, five (5) days after the deposit in the United States mail, first class, postage prepaid, certified, addressed as follows:

If to Owner:

City Manager
John Noblitt
City of Chickasha
117 N. 4th St.
Chickasha, OK 73018

If to Lessee:

Attn: Michael R. Root, President and CEO
MSR1 Corporation
1015 Waterwood Parkway, Suite J
Edmond, OK 73034
(405) 359-0773 / mroot@weatherbank.com

Any party may change its address or the person identified for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

13.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Lessee respecting its subject matter. Any agreement, understanding or representation respecting the Property, the Lease, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, and shall be binding on either Party. Provided that no material default in the performance of Lessee's obligations under this Agreement shall have occurred and remain uncured, Owner shall cooperate with Lessee in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of any Assignee or Lease Mortgagee.

13.6 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. Except as otherwise provided herein, if the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in the county in which the Property is situated. The parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived.

13.7 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement, the Lease, any Collection Facilities Lease or any Access Lease be longer than, respectively, the longest period permitted by applicable law.

13.8 Tax and Renewable Energy Credits. If under applicable law, the holder of an lease becomes ineligible for any tax credit, renewable energy credit, environmental credit

or any other benefit or incentive for renewable energy established by any local, state or federal government, then, at Lessee's option, Owner and Lessee shall exercise good faith and negotiate an amendment to this Agreement or replace it with a different instrument so as to convert Lessee's interest in the Property to a substantially similar interest that makes Lessee eligible for such credit, benefit or incentive.

13.9 Favored Nations. Owner and Lessee agree that if, (a) at any time during the Terms of this Agreement, Lessee's agents, successors or assigns, extends or grants more favorable terms, including, but not limited to, easement and road use fees, bonus payments, installation fees, term, rent/royalty, minimum royalty, or any modification or enlargement of the provisions contained in the lease, to any other owner or owners within ten (10) miles of the boundaries of the Wind Energy Project of which the subject Property is a part, and such other owner or owners grants an option and/or surface lease and wind easement to Lessee, its agents, successors or assigns, then (b) Lessee obligates itself to grant those same favorable terms to Owner within thirty (30) calendar days from the date of the option or Lease containing the more favorable terms. The granting of these additional favorable terms to Owner, if any, shall be deemed an amendment to this Agreement.

13.10 This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Facsimile signatures shall have the same force and effect as original signatures.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, Owner and Lessee, acting through their duly authorized representatives, have executed this Agreement with the intent that it be effective as of the Effective Date, and certify that they have read, understand and agree to the terms and conditions of this Agreement.

"Owner"

City of Chickasha

By: _____

Name: _____

71 17

Hank Ross, Mayor

"Lessee"

MSR1 Corporation

By: _____

Michael R. Root, President and CEO

[Handwritten signature of Michael R. Root]

STATE OF OKLAHOMA)

)

ss

COUNTY OF GRADY)

Before me the undersigned, a Notary Public in and for said County and State, this 4th day of December, 2017, personally appeared Hank Ross, to me known to be the identical person who signed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

My Commission Number: _____



Notary Public

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

Before me the undersigned, a Notary Public in and for said County and State, this 27th day of November, 2017, personally appeared Michael R. Root, President and CEO of MSR1 Corporation, to me known to be the identical person who signed the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: 2-1-21 Saleena Brown
Notary Public

My Commission Number: 01000561

My Commission Number: 01000561



EXHIBIT A

Property Description

The Northeast Quarter (NE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section 10, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The Northwest Quarter (NW $\frac{1}{4}$) of Section 11, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The Northeast Quarter (NE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section 15, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The Northwest Quarter (NW $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Section 16, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) and the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) and the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and the North Half of the Northwest Quarter of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 17, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The Northeast Quarter (NE $\frac{1}{4}$) of Section 20, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the South Half of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter of the Southwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) and the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) and the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 21, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The Southwest Quarter (SW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section 22, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The West Half of the Southwest Quarter ($W \frac{1}{2} SW \frac{1}{4}$) and the West Half of the Northwest Quarter ($W \frac{1}{2} NW \frac{1}{4}$) and the West Half of the East Half of the Northwest Quarter ($W \frac{1}{2} E \frac{1}{2} NW \frac{1}{4}$) of Section 23, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

A tract of land described as follows: Beginning at the Southwest Corner of the Southwest Quarter ($SW \frac{1}{4}$) of Section 26, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; thence East a distance of 800 feet; thence Northwesterly a distance of 970.8 feet to a point 550 feet North of the SW corner of the Southwest Quarter ($SW \frac{1}{4}$) of said Section 26, Township 8 North, Range 9 West, Caddo County, State of Oklahoma; thence due South a distance of 550 feet to the point of beginning.

The Southwest Quarter ($SW \frac{1}{4}$) and the North Half of the Northeast Quarter ($N \frac{1}{2} NE \frac{1}{4}$) and the Northwest Quarter of the Northwest Quarter ($NW \frac{1}{4} NW \frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter ($NE \frac{1}{4} NW \frac{1}{4}$) and the Southwest Quarter ($SW \frac{1}{4}$) and the Southeast Quarter ($SE \frac{1}{4}$) and the South Half of the Northeast Quarter ($S \frac{1}{2} NE \frac{1}{4}$) and the South Half of the Northwest Quarter ($S \frac{1}{2} NW \frac{1}{4}$) of Section 27, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The North Half of the Northeast Quarter ($N \frac{1}{2} NE \frac{1}{4}$) and the North Half of the Northwest Quarter ($N \frac{1}{2} NW \frac{1}{4}$) and the South Half of the Northeast Quarter ($S \frac{1}{2} NE \frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter ($NE \frac{1}{4} SE \frac{1}{4}$) and the Northeast Quarter of the Southeast Quarter of the Southeast Quarter ($NE \frac{1}{4} SE \frac{1}{4} SE \frac{1}{4}$) and the East Half of the East Half of the Northwest Quarter of the Southeast Quarter ($E \frac{1}{2} E \frac{1}{2} NW \frac{1}{4} SE \frac{1}{4}$) of Section 28, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; and

The Northeast Quarter ($NE \frac{1}{4}$) of Section 34, Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma;

LESS AND EXCEPT any portion of the above-described property in Sections 10, 11, 14, 15, 16, 17, 20, 21, 22, 23, 26, 27, 28 or 34 of Township 8 North, Range 9 West, I.M. Caddo County, State of Oklahoma; which is located from the point of the high-water mark of Lake Chickasha to six-hundred and sixty feet (660') above said high-water mark.



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Fire Department

Agenda Item No. 6.i.

AGENDA ITEM: Discussion, consideration and possible action to enter into an agreement with Public Consulting Group to help secure supplemental funding from the Centers for Medicare and Medicaid Services (CMS)

I. BACKGROUND/DESCRIPTION:

- Staff is attempting to secure additional funding from Medicaid sources through an EMS Supplemental Reimbursement Program
- Contractor will audit our budget, call volume, and resources to be able to present a request package to the Centers for Medicare and Medicaid Services (CMS)
- Contract is for 15% revenues realized by the City of Chickasha less a 2.5% Oklahoma State Firefighters Association discount for a actual fee of 13.5%

II. RECOMMENDED ACTION:

Authorize staff and the mayor to execute an agreement with the Public Consulting Group for a fee of 13.5% of realized revenues

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Chief Brian Zalewski	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

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V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 11-18-2019

Meeting Date: 11/18/2019

Department: Administration

Agenda Item No. 6.j.

AGENDA ITEM: Discussion, consideration and possible action to add Christmas Eve Holiday for civilian staff.

I. BACKGROUND/DESCRIPTION:

Currently the City recognizes nine holidays: New Years Day, Martin Luther King Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving, Christmas Day.

Thanksgiving is a two day holiday.

During collective bargaining an additional holiday was added to the Police and Fire Contracts.

Management believes it is equitable to add an additional holiday for employees not covered under Collective Bargaining

II. RECOMMENDED ACTION:

Approve Christmas Eve Holiday for employees not covered by Collective Bargaining Agreements, and authorize amending official calendar for current fiscal year to reflect December 24 as the recognized date for the holiday.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: November 18, 2019	(From)		

V. ATTACHMENTS: