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, MAY 3, 2021, 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 1:30 a.m. on Friday, April 30, 2021.

Susan M. McDaniel

Susan M. McDaniel

Sworn to and subscribed before me on this 30th day of April, 2021.

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 **DATE OF MEETING**
6:30 PM **MAY 3, 2021**

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

2. Citizen Comments.

3. Council Communications.

4. Consent Docket:

a. Acceptance of the Minutes of the April 19, 2021 regular meeting.
b. Acceptance of the Claims List.
c. Acceptance of Resolution 2021-06R amending the FY 20-21 Budget.

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

6. Discussion and Consideration

a. Discussion, consideration and possible action to approve the updated Chickasaw Nation Law Enforcement Commission Agreement.

b. Discussion, consideration and possible action to approve the MOU between the FBI Western District Safe Trails Task Fork and the Chickasha Police Department.

c. Discussion, consideration and possible action to approve acceptance of the OEC Foundation / Operation Round-Up Grant for 2021 in the amount of $4,000.00.

d. Discussion, consideration and possible action to approve acceptance of the Junior Social Worker (JSW) Grant/Donation in the amount of $500.00.

e. Discussion, consideration and possible action to approve the surplus of (1) 2017 Ford F-450 and (1) 2017 Dodge Ram 4500 cab and chassis with a reserve of $3,500.00.

f. Discussion, consideration and possible action to approve Ordinance 2021-10 to Vacate Real Property owned by the City of Chickasha for Applicant John and Gina Smith at 2020 Missouri.

g. Discussion, consideration and possible action to accept the block grant from Petco Foundation in the amount of $7,500.00.

h. Discussion, consideration, and possible action to approve the Request to Vacate Real Property Owned by the City of Chickasha for Applicant Sherrie Carter at 1128 S. 21st Street.

i. Discussion, consideration and possible action to approve appointments/re-appointments to the City Council Finance Committee and appoint a Chairman.

j. Discussion, consideration and possible action to make appointments to the Chickasha Industrial Authority of the City of Chickasha.

k. Discussion, consideration and possible action to approve a change in bank signatories to Chris Mosley, Mayor, Zachary Grayson, Vice-Mayor, Leasa Furr, Asst. City Manager and Susan McDaniel, City Clerk to all accounts held by the City of Chickasha, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, Chickasha Industrial Authority, or any subsidiary or entity of the governing body of the City of Chickasha has possession of at the following banks:
* First National Bank
* Stillwater National Bank
* Arvest Bank
* Community Bank of Oklahoma
* Bank of Oklahoma
* Liberty National Bank

7. Executive Session:

8. Motion to Adjourn.

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

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

AGENDA ITEM: Acceptance of the Minutes of the April 19, 2021 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the April 19, 2021.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:

1. City 4-19-2021

April 19, 2021

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 19th day of April 2021 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:30 p.m.

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

MAYOR AND COUNCIL

PRESENT: Chris Mosley, Mayor
Kimberly Loggins, Vice-Mayor
Jim Hopkins
Oscar Nelson
Zachary Grayson
R. P. Ashanti-Alexander
Brian Gerdes
David Sikes
Clark VanDyck

ABSENT: None.

STAFF

PRESENT: Leasa Furr, Asst. City Manager
Amanda Mullins, City Attorney
Susan McDaniel, City Clerk
G. G. Music, Asst. Police Chief
Tony Samaniego, Fire Chief
Lillie Huckaby, Library Director
Kyle Marks, Parks & Rec Director
Rachel Bernish, Community Development Director
Shae Mortimer, Marketing & Civic Engagement Manager

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

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

Roll call:

Hopkins – Present
Nelson – Present
Sikes – Present
Loggins – Present
Grayson – Present
Ashanti-Alexander – Present
VanDyck – Present
Gerdes – Present
Mosley – Present

ITEM 1a. **Motion by Ashanti-Alexander and Second by VanDyck that Council adjourns sine die.**

Roll call vote:

Roll call vote:

Ayes:"	Hopkins, Nelson, Sikes, Grayson, Ashanti-Alexander, Gerdes, Loggins, VanDyck and Mosley.
"Nays:"	None
"Abstain:"	None.
Motion carried.	9-0

ITEM 1b. **Oath of Office administered to incoming Council Members by City Attorney. (Following Council Members will sign necessary documents and then assume their seats at the council table.)**

City Attorney Amanda Mullins administered the Oath of Officer to the incoming and re-seated Council Members.

Brian Gerdes – Ward 1
Georgianne Hebblethwaite – Ward 2
Oscar Nelson – Ward 3
Kelly Boyd – Ward 4

Council assumed their seats at the Council Table.

ITEM 1c. **Call to Order and Roll Call.**

City Council Meeting 4-19-2021
6:30 p.m.

Kelly Boyd – Present
Oscar Nelson – Present
David Sikes – Present
Georgianne Hebblethwaite – Present
Zachary Grayson – Present
R. P. Ashanti-Alexander – Present
Clark VanDyck – Present
Brian Gerdes - Present

ITEM 2. **Citizen Comments:**

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

ITEM 3. **Council Communications.**

a. Presentation to out-going Council Members: Kimberly Loggins and Jim Hopkins
b. Selection of Mayor Pro Tempore: Mayor puts forth Zachary Grayson for Mayor Pro Tempore.

Roll call vote:

Ayes:"	Boyd, Nelson, Sikes, VanDyck, Hebblethwaite, Ashanti-Alexander, Gerdes and Mosley.
"Nays:"	None
"Abstain:"	Grayson.
Motion carried.	8-0-1

Council Member Ashanti-Alexander commented about train blocking road again.
Waste Connections Representatives addressed the Council regarding change in pickup days.

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

ITEM 4a. Acceptance of the minutes of the April 5, 2021 regular meeting.
ITEM 4b. Acceptance of Claims List.
ITEM 4c. Acceptance of Financials for March 2021.

*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:"	Boyd, Nelson, Sikes, Grayson, Ashanti-Alexander, Gerdes, VanDyck, Hebblethwaite 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. **Discussion and Consideration Items:**

ITEM6a. **Discussion, consideration and possible action to approve the Bid CMA-2102 for W.E.B. Construction for the Grand Development Phase 1 project in the amount of $495,105.00.**

*Item pulled.

ITEM 6b. **Discussion, consideration and possible action to approve the Final Plat for Shadow Valley Phase 3.**

*Motion by Council Member Ashanti-Alexander and second by Council Member Grayson to approve the Final Plat for Shadow Valley Phase 3 and authorize the Mayor, City Clerk and City Staff to execute the necessary documents.

Roll call vote:
"Ayes:" Nelson, Sikes, Hebblethwaite, Grayson, Ashanti-Alexander, VanDyck, Gerdes, Boyd and Mosley.
"Nays:" None.
"Abstain:" None.
Motion passed. 9-0

ITEM 6c. **Discussion, consideration and possible action to approve a city-wide yard sale for the City of Chickasha for May 6th, 7th and 8th, 2021 and waive the permit .**

*Motion by Council Member Ashanti-Alexander and second by Council Member Gerdes to approve the city-wide yard sale to be held May 6, 7 & 8, 2021 and waive the required permits.

Roll call vote:
"Ayes:" Nelson, Sikes, Hebblethwaite, Grayson, Ashanti-Alexander, VanDyck, Gerdes, Boyd and Mosley.
"Nays:" None.
"Abstain:" None.
Motion passed. 9-0

ITEM 6d. **Discussion, consideration, and possible action to enter into an agreement for recruitment services with Strategic Government Resources for the search of a City Manager.**

*Motion by Council Member Nelson and second by Council Member Sikes to award the contract for professional services to Strategic Government Resources for recruitment services for search of a City Manager.

Roll call vote:

"Ayes:"	Gerdes, Sikes, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, VanDyck and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	9-0

ITEM 6e. Discussion, consideration, and possible action to award RFP for broker services to INSURICA.

*Motion by Council Member Ashanti-Alexander and second by Council Member Gerdes to award RFP for broker services to INSURICA.

Roll call vote:

"Ayes:"	Sikes, Hebblethwaite, Boyd, Nelson, Grayson, Ashanti-Alexander, VanDyck, Gerdes and Mosley.
"Nays:"	None.
"Abstain:"	None.
Motion passed.	9-0

ITEM 7. Executive Session:

No Items Presented.

ITEM 8 Adjournment:

Motion by Council Member Ashanti-Alexander and second by Council Member Hebblethwaite to adjourn the meeting.

Meeting adjourned.

TIME: 6:53 P.M.

_____
Chris Mosley, Mayor

ATTEST:

_____
Susan M. McDaniel, City Clerk

Approved this 3rd day of May 2021.

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:

1. 5-3-2021 Council Report

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	INTERNAL REVENUE SERVICE	INTERNAL REVENUE SERVICE	52.31
			TOTAL:	52.31
ADMINISTRATION	GENERAL FUND	EXPRESS STAR	PUBLISH ORD 2021-07	48.80
			PUBLISH ORD 2021-08	36.35
			PUBLISH ORD 2021-09	36.65
		AT&T MOBILITY	admin gen	0.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	50.94
			DELTA DENTAL/SINGLE	17.60
			BU6U/EMPLOYEE ONLY	239.08
			BU6U/EE & FAMILY	636.92
			METLIFE VISION	3.70
		OKLAHOMA MUNICIPAL RETIRE	OMRF	195.14
		TRANSFER ACCOUNT	FICA	454.75
			MEDICARE	106.35
			TOTAL:	1,826.28
FIRE ADMINISTRATION	GENERAL FUND	SUDDENLINK	ACCT 07705-103518-01-6	161.67
		VERIZON WIRELESS	FIRE 02/16-03/15	120.03
		AT&T MOBILITY	ACCT # 287254944660	0.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	50.94
			BU6U/EE & FAMILY	636.92
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	433.01
		TRANSFER ACCOUNT	MEDICARE	42.14
			TOTAL:	1,444.71
POLICE ADMINISTRATION	GENERAL FUND	GRADY COUNTY LAW ENFORCEMENT CENTER	MARCH FEES	596.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			DELTA DENTAL/EE & SPOUSE	62.88
			BU6V/EMPLOYEE ONLY	166.30
			BU6V/EE & SPOUSE	402.44
			BU6U/EMPLOYEE ONLY	382.52
		OKLAHOMA POLICE PENSION &	POLICE PENSION	400.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF	499.03
		TRANSFER ACCOUNT	FICA	500.18
			MEDICARE	116.97
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	0.00
			UNIFORMS	59.84
		MOTOROLA SOLUTIONS INC.	YEARLY CONTRACT	32,227.50
			TOTAL:	35,428.76
CEMETERY SERVICES	GENERAL FUND	AT&T MOBILITY	ACCT # 287254944660	0.00
		WYNN, JEFFREY	GRAVE OPENING & CLOSING	600.00
			GRAVE OPENING & CLOSING	1,100.00
			GRAVE OPENING & CLOSING	900.00
			TOTAL:	2,600.00
HUMAN RESOURCES	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	50.94
			BU6U/EE & FAMILY	636.92
		OKLAHOMA MUNICIPAL RETIRE	OMRF	108.93
		KENDALL'S FLOWERS & GIFTS	FUNERAL PLANT	47.95
		TRANSFER ACCOUNT	FICA	59.92
			MEDICARE	14.01
			TOTAL:	918.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
LIBRARY	GENERAL FUND	AT&T MOBILITY	ACCT # 287254944660	0.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	30.20
			DELTA DENTAL/EE & SPOUSE	62.88
			BU6V/EE & CHILD(REN)	300.99
			BU6V/EMPLOYEE ONLY	166.30
			BU6U/EMPLOYEE ONLY	191.26
			BU6U/EE & SPOUSE	925.72
		OKLAHOMA MUNICIPAL RETIRE	OMRF	658.69
		TRANSFER ACCOUNT	FICA	446.07
			MEDICARE	104.33
			TOTAL:	2,886.44
STREET & STORM DRAINAG	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	50.94
			DELTA DENTAL/SINGLE	45.30
			DELTA DENTAL/EE & SPOUSE	31.44
			BU6V/EMPLOYEE ONLY	166.30
			BU6V/EE & FAMILY	553.76
			BU6V/EE & SPOUSE	402.44
			BU6U/EMPLOYEE ONLY	191.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	868.70
		TRAFFIC SIGNALS INC	SERVICE, PARTS & REPAIRS	500.00
		TRANSFER ACCOUNT	FICA	543.61
			MEDICARE	127.13
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	548.11
		DOLESE BROS CO	CONCRETE SAND	3,500.00
			TOTAL:	7,528.99
FLEET MAINTENANCE	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BU6U/EMPLOYEE ONLY	191.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	171.53
		TRANSFER ACCOUNT	FICA	106.05
			MEDICARE	24.80
			TOTAL:	508.74
ACCOUNTING SERVICES	GENERAL FUND	GRADY COUNTY CLERK	CEMETERY DEEDS FILED(3)	54.00
		AT&T MOBILITY	ACCT # 287254944660	0.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			DELTA DENTAL/EE & SPOUSE	31.44
			BU6V/EMPLOYEE ONLY	166.30
			BU6U/EE & SPOUSE	462.86
		OKLAHOMA MUNICIPAL RETIRE	OMRF	675.14
		CULLIGAN/WRIGHT WATER	COOLER RENTAL	18.00
		TRANSFER ACCOUNT	FICA	439.22
			MEDICARE	102.72
			TOTAL:	1,964.78
COMM DEVEL/PLANNING SE	GENERAL FUND	EXPRESS STAR	PUBLIC NOITCE	49.00
		AT&T MOBILITY	ACCT # 287254944660	0.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	30.20
			BU6V/EMPLOYEE ONLY	166.30
			BU6U/EMPLOYEE ONLY	191.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	297.80
		TRANSFER ACCOUNT	FICA	201.47
			MEDICARE	47.12

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	983.15
GENERAL GOVERNMENT	GENERAL FUND	CHAFFIN, MICHAEL R.	CHAFFIN, MICHAEL R.	1,800.00
		MUNICIPAL CODE CORPORATION	MUNICODE	1,350.00
		GRADY COUNTY ELECTION BOA	POST ELECTION COST 2021	1,892.33
		AMANDA MULLINS, PLLC	Professional Services	8,177.00
			Professional Services	7,395.00
		NOVATIME TECHNOLOGY, INC	SI-093649	1,228.74
			SI-094790	1,453.60
		OSBI	TICKET #211368	30.00
		MARGARET MCMORROW-LOVE	Professional Services	4,495.17
			TOTAL:	27,821.84
BUILDING SERVICES	GENERAL FUND	CITY OF CHICKASHA	BU6V/EE & CHILD(REN)	300.99
		OKLAHOMA MUNICIPAL RETIRE	OMRF	225.59
		TRANSFER ACCOUNT	FICA	184.15
			MEDICARE	43.07
			TOTAL:	753.80
FIRE OPERATIONS	GENERAL FUND	OKLAHOMA FIREFIGHTERS	FIRE PENSION	9,100.56
			FIRE PENSION	62.52
		TRANSFER ACCOUNT	MEDICARE	1,043.64
			MEDICARE	6.48
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	0.00
			SUPPLIES & UNIFORMS	0.00
		IAFF LOCAL 2041 (HEALTH INS)	FIR/EECH OPTION A	1,734.40
			FIRE EE/CHILD(REN) DENTAL	83.20
			FIRE EE DENTAL	64.00
			FIRE FAMILY DENTAL	332.00
			FIRE EE/SPOUSE DENTAL	139.20
			FIR/EE OPTION A	746.40
			FIR/EE OPTION B	228.80
			FIR/FAM OPTION A	7,282.00
			FIR/EESP OPTION A	2,436.00
			FIR/EE/CH VISION	44.80
			FIR/EE VISION	14.40
			FIR/FAM VISION	193.60
			FIR/EESP VISION	72.00
			TOTAL:	23,584.00
PATROL SERVICES	GENERAL FUND	C.O.P.S. PRODUCTS LLC	4 BULLET RESISTANT VESTS	3,080.00
		VERIZON WIRELESS	PD 3/13-4/12	0.00
			PD 02/13-03/12	0.00
		AT&T MOBILITY	ACCT # 287254944660	0.00
			ACCT # 287254944660	0.00
			ACCT: 287247624740	329.84
			ACCT287299321017	0.00
		WAXIE SANITARY SUPPLY	CESF GRANT-WIPES	34.75
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	509.40
			DELTA DENTAL/SINGLE	30.20
			DELTA DENTAL/EE & SPOUSE	94.32
			BU6V/EE & CHILD(REN)	300.99
			BU6V/EE & FAMILY	553.76
			BU6U/EE & CHILD(REN)	346.19
			BU6U/EMPLOYEE ONLY	382.52
			BU6U/EE & FAMILY	5,732.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			BU6U/EE & SPOUSE	1,388.58
		OKLAHOMA POLICE PENSION &	POLICE PENSION	5,095.57
		SPECIAL-OPS UNIFORMS, INC	REPLACEMENT	368.96
		TRANSFER ACCOUNT	FICA	2,419.62
			MEDICARE	565.88
			TOTAL:	21,232.86
INVESTIGATIONS	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	101.88
			BU6U/EE & CHILD(REN)	346.19
			BU6U/EE & FAMILY	636.92
		OKLAHOMA POLICE PENSION &	POLICE PENSION	845.97
		TRANSFER ACCOUNT	FICA	394.70
			MEDICARE	92.30
			TOTAL:	2,417.96
ANIMAL CONTROL	GENERAL FUND	AT&T MOBILITY	ACCT # 287254944660	0.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BU6U/EMPLOYEE ONLY	191.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	246.98
		TRANSFER ACCOUNT	FICA	157.59
			MEDICARE	36.86
			TOTAL:	647.79
MUNICIPAL COURT	GENERAL FUND	CITY OF CHICKASHA	DELTA DENTAL/EE & SPOUSE	31.44
			BU6U/EE & SPOUSE	462.86
		OKLAHOMA MUNICIPAL RETIRE	OMRF	119.39
		TRANSFER ACCOUNT	FICA	69.96
			MEDICARE	16.36
			TOTAL:	700.01
DISPATCH SERVICES	GENERAL FUND	PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	101.88
			DELTA DENTAL/SINGLE	15.10
			DELTA DENTAL/EE & SPOUSE	31.44
			BU6U/EE & FAMILY	1,273.84
		OKLAHOMA MUNICIPAL RETIRE	OMRF	547.09
		OKLA EMP SECURITY COMMISS	OKLA EMP SECURITY COMMISS	224.02
		DEPARTMENT OF PUBLIC SAFETY	MDT'S/MCOP 3RD QTR 21	480.00
			CAD-COMPUTER AIDED FEE	300.00
			OKDPS 61	350.00
		TRANSFER ACCOUNT	FICA	335.27
			MEDICARE	78.41
			TOTAL:	3,737.05
NEIGHBORHOOD SERVICES	GENERAL FUND	MISC ONE-TIME V CALEB LESTER	COPIES AT CLERKS OFFICE	8.00
		GRADY COUNTY CLERK	FILING FEES	18.00
			FILING FEES	36.00
		OKLAHOMA MUNICIPAL RETIRE	OMRF	99.52
		TRANSFER ACCOUNT	FICA	65.22
			MEDICARE	15.25
		CONSTRUCTION INDUSTRIES BOARD	EXAM AND TRAINING	35.00
			TOTAL:	276.99
PARK MAINTENANCE	GENERAL FUND	VERIZON WIRELESS	PARKS 02/13-03/12	0.00
		EXPRESS SERVICES INC	CONTRACT LABOR	829.43

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CONTRACT LABOR	662.15
			CONTRACT LABOR	1,157.02
			CONTRACT LABOR	633.20
			CONTRACT LABOR	1,492.96
			CONTRACT LABOR	557.60
			CONTRACT LABOR	1,491.58
			CONTRACT LABOR	1,666.40
			CONTRACT LABOR	1,164.64
		AT&T MOBILITY	ACCT # 287254944660	0.00
			ACCT # 287246200513	0.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	101.88
			DELTA DENTAL/SINGLE	30.20
			BU6V/EE & FAMILY	553.76
			BU6U/EMPLOYEE ONLY	382.52
			BU6U/EE & FAMILY	636.92
		OKLAHOMA MUNICIPAL RETIRE	OMRF	700.42
		RALPH AND SONS TIRE CENTE	TIRES	1,003.50
		TRANSFER ACCOUNT	FICA	441.18
			MEDICARE	103.19
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	161.08
			TOTAL:	13,769.63
SPORTS COMPLEX	GENERAL FUND	MISC ONE-TIME V WALLER ICE LLC	ICE	105.75
		AT&T MOBILITY	ACCT # 287254944660	0.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	BU6V/EMPLOYEE ONLY	166.30
		OKLAHOMA MUNICIPAL RETIRE	OMRF	98.38
		TRANSFER ACCOUNT	FICA	61.24
			MEDICARE	14.32
		UNIFIRST HOLDINGS, L.P.	SUPPLIES & UNIFORMS	0.00
			UNIFORMS	0.00
		FASTENAL COMPANY	BATHROOM SUPPLIES	2,108.22
			TOTAL:	2,554.21
EMERGENCY MEDICAL SERV	EMERGENCY MED SERV	AT&T MOBILITY	ACCT # 287002901236	0.00
			ACCT: 287273271779	0.00
			ACCT: 287290294564	0.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	3,126.43
		TRANSFER ACCOUNT	MEDICARE	361.20
		RAM SOFTWARE SYSTEMS	RAM SOFTWARE INVOICE	5,667.98
		IAFF LOCAL 2041 (HEALTH INS)	FIRE EE DENTAL	16.00
			FIRE FAMILY DENTAL	99.60
			FIRE EE/SPOUSE DENTAL	116.00
			FIR/EE OPTION A	248.80
			FIR/FAM OPTION A	1,324.00
			FIR/FAM OPTION B	597.20
			FIR/EESP OPTION A	2,436.00
			FIR/EE VISION	14.40
			FIR/FAM VISION	35.20
			FIR/EESP VISION	48.00
			TOTAL:	14,090.81
CHICKASHA INDUSTRIAL A	CHICKASHA INDUST A	PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BU6U/EMPLOYEE ONLY	191.26

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		OKLAHOMA MUNICIPAL RETIRE	OMRF	230.90
		TRANSFER ACCOUNT	FICA	148.17
			MEDICARE	34.65
			TOTAL:	620.08
ED-DEDICATED SALES TAX	ED-DEDICATED SALES	CHISHOLM TRAIL CONSULTING, LLC	Task Order 20-003	957.50
			TOTAL:	957.50
EMERGENCY 911	E-911 FUND	SUDDENLINK	ACCT 07705-110745-01-6	0.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	9.96
		AT&T	ACCT: 405 103-0017 062 8	0.00
			ACCT: 4100728394589	0.00
			TOTAL:	9.96
UTILITY BILLING	CHICKASHA MUNICIPA	CITY OF CHICKASHA	DELTA DENTAL/FAMILY	50.94
			BU6U/EMPLOYEE ONLY	191.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	221.20
		TRANSFER ACCOUNT	FICA	175.59
			MEDICARE	41.06
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	0.00
			TOTAL:	680.05
CMA - CAPITAL PROJECTS	CHICKASHA MUNICIPA	UTILITY TECHNOLOGY SERVICES	SENSUS METERS	3,410.00
			1 1/2" METER	608.09
			1 1/2" METERS	1,180.00
			TOTAL:	5,198.09
CMA GENERAL	CHICKASHA MUNICIPA	TDS TELECOM	MARCH INVOICE	52.56
		TYLER TECHNOLOGIES	CITATION DEVICE INTERFACE	1,407.11
		AT&T	ACCT: 405 146-5584 127 0	0.00
			TOTAL:	1,459.67
PUBLIC WORKS ADMIN	CHICKASHA MUNICIPA	CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BU6V/EMPLOYEE ONLY	166.30
		OKLAHOMA MUNICIPAL RETIRE	OMRF	272.88
		TRANSFER ACCOUNT	FICA	174.70
			MEDICARE	40.86
			TOTAL:	669.84
SANITATION DEPARTMENT	CHICKASHA MUNICIPA	GREENBELT TURF MANAGEMENT	STORM DEBRIS REMOVAL	71,000.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	50.94
			BU6V/EE & FAMILY	553.76
		OKLAHOMA MUNICIPAL RETIRE	OMRF	115.03
		C L BOYD	BULLDOZER RENTAL	6,710.00
		TRANSFER ACCOUNT	FICA	65.70
			MEDICARE	15.37
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	60.30
			TOTAL:	78,571.10
WATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	January Invoice	82,885.49
		FT COBB RES MAS CONS DIST	WATER SALE CONTRACT MAY21	25,565.35
		PUBLIC SERVICE COMPANY OF OKLAHOMA	APRIL SERVICES	2,002.30
			TOTAL:	110,453.14
WASTEWATER PLANT	CHICKASHA MUNICIPA	USW UTILITY GROUP	January Invoice	55,257.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	APRIL SERVICES	2,921.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	58,178.28
LINE MAINTENANCE DEPT	CHICKASHA MUNICIPA	VERIZON WIRELESS	PUBLIC WORKS 02/13-03/12	234.37
		AT&T MOBILITY	ACCT # 287254944660	0.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	101.88
			DELTA DENTAL/SINGLE	30.20
			DELTA DENTAL/EE & SPOUSE	31.44
			BU6V/EMPLOYEE ONLY	166.30
			BU6V/EE & FAMILY	1,107.52
			BU6V/EE & SPOUSE	402.44
			BU6U/EMPLOYEE ONLY	191.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	796.50
		TRANSFER ACCOUNT	FICA	478.91
			MEDICARE	112.00
		MCI WORLDCOM	SERVICE CHARGES	91.62
		PRECISION FLUID POWER	ALLUMINUM GEAR PUMP REBUI	3,005.00
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	269.08
			SUPPLIES & UNIFORMS	0.00
			TOTAL:	7,018.52
LAKE CHICKASHA	CHICKASHA MUNICIPA	AT&T MOBILITY	ACCT:287290105349	0.00
			TOTAL:	0.00
BUILDING MAINTENANCE	CHICKASHA MUNICIPA	SUDDENLINK	ACCT 07705-104505-01-2	0.00
		VERIZON WIRELESS	PARKS 02/23-03/22	0.00
		FIRETROL PROTECTION SYSTEMS, INC.	Repair Fire System CH	2,997.00
		PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			BU6U/EMPLOYEE ONLY	191.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	114.66
		TRANSFER ACCOUNT	FICA	70.76
			MEDICARE	16.55
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	34.00
		AT&T	ACCT: 405 222 6002 725 0	0.00
			ACCT: 405 146-5567 673 4	0.00
			ACCT: 410 016 6264 440	35.53
		STORAGE 'R' US	INV# 16085	185.00
			TOTAL:	3,659.86
AIRPORT	AIRPORT	PUBLIC SERVICE COMPANY OF OKLAHOMA	MARCH SERVICES	0.00
		CITY OF CHICKASHA	DELTA DENTAL/SINGLE	15.10
			DELTA DENTAL/EE & SPOUSE	31.44
			BU6V/EE & SPOUSE	402.44
			BU6U/EMPLOYEE ONLY	191.26
		OKLAHOMA MUNICIPAL RETIRE	OMRF	204.93
		CULLIGAN/WRIGHT WATER	COOLER RENTAL	0.00
		TRANSFER ACCOUNT	FICA	122.38
			MEDICARE	28.62
		OKLAHOMA CORPORATION COMM	TANK REGISTRATION	50.00
		UNIFIRST HOLDINGS, L.P.	UNIFORMS	291.74
		EPIC AVIATION, LLC	Fuel	20,646.26
			TOTAL:	21,984.17
CAPITAL PROJECTS	CAPITAL PROJECTS F	WELCH STATE BANK	MAY 2021 PAYMENT	23,573.61
			TOTAL:	23,573.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
COMBINED INSURANCE	COMBINED INSURANCE	METLIFE	METLIFE	929.08
		UHS	UHS	62,099.67
		DELTA DENTAL PLAN OF OKLAHOMA	DELTA DENTAL PLAN OF OKLAH	8,526.20
		DEARBORN NATIONAL	DEARBORN NATIONAL	1,187.44
			TOTAL:	72,742.39
NON-DEPARTMENTAL	AP/PAYROLL CASH FU	COLONIAL LIFE & ACCIDENT INSURANCE COM	COLONIAL ACCIDENT	5.00
			COLONIAL GROUP ACCIDENT	456.04
			COLONIAL CANCER	241.08
			COLONIAL CRITICAL ILLNESS	122.23
			COLONIAL DISABILITY	224.98
		CITY OF CHICKASHA	UNION ASSESSMENT FEE	9.86
			GARNISHMENT FEE	20.00
		WASHINGTON NATIONAL INS. CO	GROUP #20057	252.45
		TRIBAL CHILD SUPPORT	[redacted]	25.00
		CITY OF CHICKASHA	DELTA DENTAL/FAMILY	180.00
			DELTA DENTAL/SINGLE	55.00
			DELTA DENTAL/EE & SPOUSE	48.75
			DEARBORN VOLUNTARY LIFE	517.32
			BU6V/EE & CHILD(REN)	225.75
			BU6V/EMPLOYEE ONLY	332.56
			BU6V/EE & FAMILY	830.64
			BU6V/EE & SPOUSE	402.44
			BU6U/EE & CHILD(REN)	173.10
			BU6U/EMPLOYEE ONLY	765.12
			BU6U/EE & FAMILY	2,547.68
			BU6U/EE & SPOUSE	810.04
			METLIFE VISION	473.56
		DEPARTMENT OF HUMAN SERVICES	[redacted]	180.00
			[redacted]	151.75
			[redacted]	187.56
			[redacted]	100.00
		OKLAHOMA FIREFIGHTERS	FIRE PENSION	8,138.57
			FIRE PENSION	40.19
		OKLAHOMA POLICE PENSION &	POLICE PENSION	3,902.49
		OKLAHOMA MUNICIPAL RETIRE	OMRF	3,157.95
		FIREFIGHTERS SEC LOCAL 20	FIRE INSURANCE FEE	165.00
			FIRE UNION DUES	1,120.00
		FIREMENS SPECIAL FUND	FIRE SPECIAL FUND	189.75
		FRATERNAL ORDER OF POLICE	POLICE UNION	600.00
		TRANSFER ACCOUNT	ENTITY 0037102001	3,910.00
			FEDERAL WITHHOLDING	21,948.31
			FEDERAL WITHHOLDING	75.00
			STATE INCOME TAX	7,957.00
			STATE INCOME TAX	50.00
			FICA	8,116.41
			MEDICARE	3,345.16
			MEDICARE	6.48
		AFLAC	AFLAC/PRETAX #K5881	33.37
		JOHN HARDEMAN, TRUSTEE	[redacted]	273.23
		IAFF LOCAL 2041 (HEALTH INS)	FIRE CANCER	68.46
			FIR/EECH OPTION A	433.60
			FIRE EE/CHILD(REN) DENTAL	20.80
			FIRE EE DENTAL	20.00
			FIRE FAMILY DENTAL	107.90
			FIRE EE/SPOUSE DENTAL	63.80

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FIR/EE OPTION A	248.80
			FIR/EE OPTION B	57.20
			FIR/FAM OPTION A	2,151.50
			FIR/FAM OPTION B	149.30
			FIRE GROUP LIFE	56.95
			FIRE HARTFORD	44.73
			FIR/EESP OPTION A	1,218.00
			FIR/EE/CH VISION	11.20
			FIR/EE VISION	7.20
			FIR/FAM VISION	57.20
			FIR/EESP VISION	30.00
		CITY OF CHICKASHA FLEX SPENDING ACCOUT	UNREIMBURSED MEDICAL 23-19	1,018.32
		IAFF - FIREPAC	IAFF FIREPAC	219.24
			TOTAL:	78,351.02

========== FUND TOTALS ==========		
11	GENERAL FUND	153,638.97
23	EMERGENCY MED SERV FUND	14,090.81
25	CHICKASHA INDUST AUTH	620.08
26	ED-DEDICATED SALES TAX	957.50
27	E-911 FUND	9.96
31	CHICKASHA MUNICIPAL AUTH	265,888.55
39	AIRPORT	21,984.17
52	CAPITAL PROJECTS FUND	23,573.61
71	COMBINED INSURANCE	72,742.39
99	AP/PAYROLL CASH FUND	78,351.02
	GRAND TOTAL:	631,857.06

TOTAL PAGES: 9

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 99-AP VENDOR LIST
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 4/21/2021 THRU 5/04/2021
ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 4/21/2021 THRU 5/04/2021

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT 05/03/2021
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

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

AGENDA ITEM: Acceptance of Resolution 2021-06R amending the FY 20-21 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Resolution 2021-06R amending the FY 20-21 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:

1. Res. 2021-06R Budget Amendment
2. Exhibit A

RESOLUTION NO. 2021-06R__

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2020-21

WHEREAS, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2020-21 were followed, culminating the adoption of the Budget by the Mayor and Council on June 8, 2020; and

WHEREAS, Sections 17-215 and 17-216 of the Oklahoma Municipal Budget Act specifically authorizes amendments to the adopted budget; and

WHEREAS, the Mayor and Council have determined a need to amend the adopted budget; and

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that:

Section 1. The adopted FY 2020-21 Budget for the General Fund #11 is hereby amended and attached hereto as "Exhibit A".

This Resolution shall be in full force and effect from and after the passage and approval by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma.

Adopted this 3rd day of May 2021.

_____
Chris Mosley, Mayor

ATTEST:

_____
Susan M. McDaniel, City Clerk

(SEAL)

"Exhibit A"

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

X INCREASE	DECREASE	TRANSFER

Fund: GENERAL
Fund No.: 11
Amendment No.: 18
Fiscal Year: 2020-2021

Account #	Account Name	Estimated Revenue(s) Increase	Estimated Revenue(s) Decrease	Appropriation(s) Increase	Appropriation(s) Decrease
4700-001	AVAILABLE FUND BALANCE	2,149.00			
508-5305-022	ODL GRANT(S)			2,149.00	
4300-022	ODL GRANT(S)	1,087.00			
508-5305-022	ODL GRANT(S)			1,087.00	
	TOTALS	3,236.00	-	3,236.00	-

EXPLANATION:
To reflect Balance of Health Literacy Grant FY20 in the amount of $2,093.00 and Summer Reading Grant in the amount of $56.00 received in prior year

Department of Libraries Health Literacy FY21 Supplement Grant in the amount of $736.00 and Web Grant FY21 in the amount of $351.00

Approved by City Manager:

Date **Signature**

Approved by City Council:

Date **Signature**

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Police Department **Agenda Item No. 6.a.**

AGENDA ITEM: Discussion, consideration and possible action to approve the updated Chickasaw Nation Law Enforcement Commission Agreement.

I. BACKGROUND/DESCRIPTION:

- Original Chickasaw Nation Law Enforcement Commission Agreement was approved by the City Council in the December 7, 2020 meeting.
- The Chickasaw Tribal Legislature previously approved cross-commissioning agreement was created in 2006.
- In March 2021, the Chickasaw Tribal Legislature directed Chickasaw Nation Lighthorse to update their policies related to cross-commissioning of non-Tribal police as Chickasaw Lighthorse Police officers.
- Specifically addressed in Item 5 under Terms of Agreement is the fact the Chickasaw Nation maintains insurance should a tort claim arise involving the performance of a Non-Tribal officer in the performance of their duties while acting as a Chickasaw Lighthorse police officer.
- The updated agreement is necessary due to the Bosse v. Oklahoma case ruling expanding criminal law to the territories of the five civilized tribes.
- The continued cross-commissioning provides CPD officers with the authority to address criminal offenses involving tribal members.

II. RECOMMENDED ACTION:

Staff recommends approval of the updated agreement and to allow the Mayor and Chief of Police to sign the updated agreement paperwork.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To) N/A		0.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: 05-03-2021	(From) N/A		0.00

V. ATTACHMENTS:

1. Chickasaw 2021 LE Comm Agreement
2. Cross Dep CoC Resolution
3. Signed and Registered Agreement

CHICKASAW NATION LAW ENFORCEMENT COMMISSION AGREEMENT

PREAMBLE

WHEREAS, Chickasaw Nation possesses a reservation recognized as "Indian Country" for purposes of criminal law enforcement, as that term is defined at 18 U.S.C. § 1151. *See Proclamation from the Office of the Governor of the Chickasaw Nation* (Mar. 11, 2021); *Bosse v. Oklahoma*, PCD-2019-124 (Okla. Ct. Crim. App., Mar. 11, 2021); *cf. McGirt v. Oklahoma*, No. 18-9526 (U.S.S. Ct., Jul. 9, 2020).

WHEREAS, Chickasha Police Department ("Department") is a law enforcement agency of the State of Oklahoma or subdivision thereof and exercises criminal law enforcement authority under Oklahoma law within Chickasaw Nation Indian Country;

WHEREAS, in forming and entering this Agreement, our intent is to coordinate and provide mutual support for purposes of effective law enforcement throughout Chickasaw Nation Indian Country in the interest of the general public's safety;

WHEREAS, Oklahoma has enacted 21 O.S. § 99a(D), vesting Tribal officers with ***Oklahoma Peace Officer*** status by providing "a tribal law enforcement officer of a federally recognized Indian tribe who has been commissioned by the Federal Bureau of Indian Affairs and has been certified by the Council on Law Enforcement Education and Training shall have state police powers to enforce state laws . . . in Indian Country."

WHEREAS, the Chickasaw Nation is party to the 2005 master cross-deputation agreement ("2005 Master Cross-Deputation Agreement"), establishing processes for Tribal, State, and Local officers to obtain U.S. Bureau of Indian Affairs ***Special Law Enforcement Commissions*** for purposes of enforcing Federal law within Chickasaw Nation Indian Country and which 2005 Master Cross-Deputation Agreement additionally recognizes Chickasaw Nation's authority to authorize non-Chickasaw law enforcement officers to enforce Tribal law within Chickasaw Nation Indian Country;

WHEREAS, Chickasaw Nation Tribal Legislature General Res. Nos. 22-007 (Nov. 20, 2004) and 23-064 (May 19, 2006) support Chickasaw Nation's entry into agreements with non-Chickasaw law enforcement agencies as "necessary to carry out the enforcement of tribal or other potentially applicable laws in the Indian Country of the Chickasaw Nation";

WHEREAS, Chickasaw Nation Executive Ord. No. 21-01 (Mar. 11, 2021) directs Chickasaw Nation Lighthorse to "update its policies and procedures relating to the cross-

commissioning of non-Tribal police as Chickasaw Lighthorse Police officers," with support from Chickasaw Nation Department of Governmental Affairs and Partnership and legal counsel;

WHEREAS, issuing ***Chickasaw Nation law enforcement commissions*** to non-Chickasaw law enforcement officers acting within Chickasaw Nation Indian Country serves the shared governmental interest of the parties hereto to provide effective law enforcement throughout Chickasaw Nation Indian Country in the interest of the general public's safety.

NOW, IN CONSIDERATION THEREOF, Chickasaw Nation and Department agree as follows:

TERMS OF AGREEMENT

1. After entry to this Agreement, Department shall provide Chickasaw Nation a list of Department's full-time officers presently certified by the Council on Law Enforcement Education and Training ("CLEET") and authorized to enforce Oklahoma law.

2. In addition to any commissions already established and implemented consistent with the 2005 Master Cross-Deputation Agreement and earlier Chickasaw Nation authorizations, all of Department's full-time and CLEET-certified officers who are authorized to enforce Oklahoma law, shall have a ***Chickasaw Nation Law Enforcement Commissions***, which commission empowers each officer so commissioned to enforce Chickasaw Nation law within Chickasaw Nation Indian Country as a Chickasaw Nation Lighthorse officer; *provided*, each officer so commissioned shall—

    a. participate in trainings on Chickasaw Nation law and process, as prescribed by Chickasaw Nation Lighthorse and conducted in coordination with Department;

    b. be bound by Chickasaw Nation Lighthorse standards and procedures with respect to the performance of Chickasaw Nation law enforcement functions;

    c. cooperate and coordinate with Chickasaw Nation Lighthorse and assigned prosecutors with respect to actions taken within the scope of the commission; and

    d. remain commissioned for so long as—

        i. the officer remains in the Department's full-time employment and in good standing with his or her CLEET certification; or

        ii. the Chickasaw Nation suspends or terminates the officer's commission by written notice to the Department and officer.

3. To facilitate implementation of this Agreement, Department shall annually provide to Chickasaw Nation an update to the list required by ¶1 and a report showing each officer's completion of his or her annual training requirements and good standing with Department. Upon Department's request, Chickasaw Nation shall cause commission cards annually to issue to qualifying officers; *provided*, possession of a commission card shall not be necessary to legally effectuate any commission.

4. This Agreement ratifies and documents that all Department's officers who satisfy the requirements of ¶2, above, are duly commissioned for purposes of enforcement of Chickasaw Nation law within Chickasaw Nation Indian Country in accord with this agreement, and Chickasaw Nation shall cause this agreement to be published for purposes of public notice.

5. This Agreement relates to the performance of Tribal self-governance functions (25 U.S.C. § 450, et seq.), and the Federal Tort Claims Act ("FTCA") should address liability for claims arising from acts taken in the enforcement of Chickasaw Nation law within Chickasaw Nation Indian country. Additionally, Chickasaw Nation maintains insurance to address liability for claims arising from acts taken in the enforcement of Chickasaw Nation law within Chickasaw Nation Indian country and shall cause Department and Department's commissioned officers to be named as additional insureds on such additional coverage for such purposes; *provided*, such additional coverage shall not be available for claims arising from acts taken by an officer commissioned in accord with this Agreement if the claim has been adjudicated as covered by the FTCA.

6. Department and Chickasaw Nation Lighthorse will coordinate and cooperate in good faith with respect to implementing this Agreement, meeting regularly for such purposes, and Department will work with Chickasaw Nation Office of Governmental Affairs and Partnerships with respect to any dispute that may arise hereunder or to any amendment or revision proposed hereto. Each party shall ensure the other has current contact information for all persons appropriate for handling matters relating to or otherwise for purposes of implementing this Agreement.

7. As they may deem appropriate, the parties may amend or revise this Agreement in a writing approved and executed by both.

8. This Agreement shall remain in force and effect, as it may from time to time be amended or revised, until it is terminated by either or both parties on one hundred eighty (180) days' written notice; *provided*, no termination shall be effective for any purpose until the completion of the notice period, nor shall such termination have any effect on actions taken during the period in which the Agreement was in force and effect.

9. Nothing herein, including acts taken in accord with ¶¶5&6, waives nor shall it be deemed to have waived the sovereign immunity of the Chickasaw Nation for any purpose.

APPROVED

For CHICKASAW NATION

_____ Date: _____

Bill Anoatubby,
Governor

For Chickasha Police Department

_____ Date: _____

Signature

_____,

Type/Print Signature

_____

Title

City of
CHICKASHA

Meeting Type: City Council Agenda 12-7-2020

Meeting Date: 12/7/2020

Department: Police Department **Agenda Item No. 6.a.**

AGENDA ITEM: Discussion, consideration and possible action to allow the Mayor to execute the Bureau of Indian Affairs Cross Deputization Agreement between the Chickasaw Nation and the Chickasha Police Department.

I. BACKGROUND/DESCRIPTION:

- The United States Supreme Court ruling in McGirt has already changed how law enforcement in Oklahoma is managed in the northeastern portion of the state.
- The Bosse v. Oklahoma case is expected to be ruled on by the end of the year. The outcome is expected to be similar to McGirt in that land previous believed to be no longer Indian territory is actually still Indian territory. Chickasha will return to being inside the Chickasaw Nation territory when this ruling occurs.
- Once this occurs, CPD officers will have limited authority in legal issues with recognized Indian members. The agreement will allow CPD officers to fully investigate incidents involved Indian members. CPD officers will be able to file cases with the tribal court.
- The agreement allows CPD officers to continue performing their jobs as they are already do. The difference is CPD officers will not need to wait for a member of the Chickasaw Lighthorse PD to arrive before an arrest can be made, a report taken, or other law enforcement action taken.

II. RECOMMENDED ACTION:

Staff recommends approval as presented.

117 N. 4th Street Chickasha, Ok. 73018 *Phone 405.222.6045* *Fax 405.222.6004*

III. FISCAL INFORMATION - This is an unfunded item. There is no fiscal cost to this item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To) N/A		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 7, 2020	(From) N/A		

V. ATTACHMENTS:

1. BIA SLEC Cross Deputization Chickasaw Nation

Chickasaw Nation and
Insert Other Agency

Bureau of Indian Affairs
Special Law Enforcement Commission
Deputation Agreement

Filed on January 23, 2006 with the Oklahoma Secretary of State
Pursuant to 74 O.S. § 1221(D)(1)

F I L E D

JAN 2 3 2006

OKLAHOMA SECRETARY
OF STATE

Deputation Agreement

Whereas, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801, *et seq.*, the Secretary of the Interior, acting through the Bureau of Indian Affairs (BIA), is responsible for providing, or assisting in providing law enforcement in Indian Country; and

Whereas, the Secretary has delegated this authority to the Assistant Secretary – Indian Affairs, and the Assistant Secretary – Indian Affairs has redelegated this authority to the Director of the BIA, who has redelegated it to the Deputy Bureau Director, Law Enforcement Services and Security (OLESS), BIA; and

Whereas, the Assistant Secretary – Indian Affairs is committed to working with tribal governments and tribal law enforcement to strengthen law enforcement in Indian country; and

Whereas, on February 10, 2004, the Assistant Secretary – Indian Affairs articulated policy guidance to the BIA -- as published at 69 Fed. Reg. 6,321 -- to govern the implementation of Special Law Enforcement Commission Deputation Agreements; and

Whereas, this policy expressly lays out issues regarding good faith efforts on behalf of all parties involved in the aforementioned agreements, including as they relate to liability;

It is therefore resolved that the BIA, Office of Law Enforcement Services and Security (OLESS) and the Tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma, enter into this Deputation Agreement to govern the BIA OLESS's issuance of Special Law Enforcement Commissions, pursuant to the Assistant Secretary – Indian Affairs' Cross-Deputation Agreements, Memoranda of Understanding, Memoranda of Agreement, and Special Law Enforcement Commission Deputation Agreements policy guidance (69 Fed. Reg. 6,321).

This Deputation Agreement is entered into this 28th day of April, 2005, by and between the Tribes, federally recognized Indian tribes, BIA, OLESS, Department of the Interior, and the State of Oklahoma and its political subdivisions, pursuant to the authority of the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801, *et seq.*, related tribal ordinances, and in accordance with the Oklahoma Interlocal Cooperation Act, and the State-Tribal Relations Act, which provide for cooperative agreements to promote better law enforcement services. The Tribes have enacted tribal resolution(s) to authorize(s) the appropriate entity or individual to enter into this Agreement on the Tribe's behalf and to authorize the Tribal Law Enforcement Officers, and/or Officers of the State of Oklahoma, and its political subdivisions, under a BIA Special Law Enforcement Commission (SLEC) issued through the Secretary of the Interior, to enforce federal laws in Indian country. Pursuant to an appropriate tribal resolution, any of the law enforcement agencies will also be authorized to enforce tribal law.

The intent of this Agreement is to provide for the ***cross deputation*** of law enforcement officers employed by the tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma, which are a party to this Agreement, and the BIA so that the Law Enforcement officers will be authorized to assist the BIA in its duties to provide law enforcement services and to make lawful

arrests in Indian country within or near the jurisdiction of the Tribe or as described in section 5. In view of the checkerboard areas in Oklahoma, it is the express desire and intent of all parties to this Agreement to allow law enforcement officers to react immediately to observed violations of the law and other emergency situations in and outside of Indian country within the State of Oklahoma.

All parties to this Agreement recognize that when law enforcement officers arrest a criminal suspect, the officers may not know whether the suspect or the victim is an Indian or non-Indian, or whether the arrest or the suspected crime has occurred in Indian country, as defined by 18 U.S.C. § 1151, and that therefore there is great difficulty in determining immediately the proper jurisdiction for the filing of charges. It is further recognized that the official jurisdictional determination will be made by a prosecutor or court from one of the various jurisdictions, not by cross-deputized arresting officers.

The parties further expressly recognize the manifest intent of the Indian Law Enforcement Reform Act to eliminate the uncertainties that previously resulted in the reluctance of various law enforcement agencies to provide services in Indian country for fear of being subjected to tort and civil rights suits as a consequence of the enforcement or carrying out in Indian country of certain federal law. To eliminate such concerns, pursuant to the authority granted by 25 U.S.C. § 2804(a) and (f), Tribal or State Law Enforcement Officers who are deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will be deemed employees of the Department of the Interior for purposes of the Federal Tort Claims Act while enforcing or carrying out laws of the United States covered by this deputation agreement, to the extent outlined in this agreement. All parties to this Agreement (the BIA, the Tribes, the State of Oklahoma, and political subdivisions of the State of Oklahoma) therefore agree as follows:

1. Purpose

   The purpose of this Agreement is to provide for efficient, effective, and cooperative law enforcement efforts in and around Indian country in the State of Oklahoma, and its terms should be interpreted in that spirit. Accordingly, all parties to this Agreement shall cooperate with each other to provide comprehensive and thorough law enforcement protection, including but not limited to effecting arrests, responding to calls for assistance from all citizens and also from other law enforcement officers, performing investigations, providing technical and other assistance, dispatching, and detention.

   This Agreement is not entered into pursuant to the Indian Self-Determination Act and Education Assistance Act, P.L. 93-638, as amended. The Secretary's revocation or termination of this Agreement is subject to the appeal and review procedure provided below.

2. Commissions

   A. The BIA as a party to this Agreement may, in its discretion, issue special law enforcement commissions to law enforcement officers of another agency, upon the application of such officers. Any other agency party to this agreement may also commission the officers of any other agency party to this agreement. Such commissions shall grant the officers the same law enforcement authority as that of officers of the entity issuing the commission (unless specifically limited by the terms of the commission), as more specifically described in Section 3 of this Agreement.

When the BIA issues such a commission, it shall provide notice of that commission, including the name of the officer receiving the commission, to any other agencies that are parties to this Agreement or that should be aware of this Agreement. The BIA further has the authority to evaluate the effectiveness of the commissions and to investigate any allegations of misuse of authority. 25 C.F.R. § 12.21. Pursuant to such evaluation the BIA has the authority to revoke a deputation agreement with a law enforcement agency or to revoke an individual officer's SLEC subject to the appeal and review procedures provided below.

B. A commission shall not be granted unless the applicant has complied with all the prerequisites for appointment as a police officer as set forth in 25 C.F.R. Part 12 and with the specific requirements of the commissioning agency. Those prerequisites must include the following:

1. United States citizenship;
2. A high school diploma or equivalent;
3. No conviction for a felony, a misdemeanor which restricts the ability to carry firearms, or other crime involving moral turpitude (including any convictions expunged from an individual's record);
4. Documentation of semi-annual weapons qualifications; and
5. A finding that the applicant is free of any physical, emotional, or mental condition that might adversely affect his or her performance as a police officer.

Further, an officer seeking an SLEC must not have been found guilty of, or entered a plea of *nolo contendere* or its equivalent (such as an *Alford* plea), or guilty to any felonious offense, or any of certain misdemeanor offenses under Federal, State, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact, or prostitution, or crimes against persons, or offenses committed against children.

C. The BIA may further impose any other requirements, including, but not limited to, an orientation course on Federal, tribal, or state criminal procedures.

D. If requested by the BIA, the applicant's agency shall provide a Federal Bureau of Investigation criminal history background check on the applicant.

E. If BIA denies an officer a commission, it shall disclose the grounds for such denial in writing to the agency which employs the applicant.

F. All parties to this agreement may, at any time, suspend or revoke an officer's commission for reasons solely within its discretion. The parties shall notify the officer's agency in writing of the suspension or revocation and the reasons therein and the officers' right to appeal as set forth below. Within ten (10) days after such

notification, that agency shall cause the commission card and any other evidence of the commission to be returned to the issuing party.

G. If the commissioned officer's agency possesses or comes to possess any information on the officer, which provides grounds for the suspension or revocation of the commission, it shall immediately notify the commissioning party.

H. A commission issued by the BIA under this agreement shall not be used to invoke any State of Oklahoma authority. Officers holding SLECs who are responding to a call, conducting an investigation, or otherwise exercising their authority shall, in their discretion and in the exercise of sound police judgment, address any potential violations of Federal or Tribal law.

3. Scope of Powers Granted

A. Tribal, State, and State subdivision law enforcement officers carrying SLECs issued by the BIA pursuant to this Agreement are given the power to enforce:

> All Federal laws applicable within Indian country, and specifically the signatory tribes' Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153, consistent with the authority conveyed pursuant to Federal law through the issuance of commissions or other delegations of authority. See Appendix A, which includes an **illustrative** list of Federal statutes that officers may be called upon to enforce; this list is **not exhaustive**.

B. All parties to this Agreement note that the applicability of Federal and tribal laws in Indian country may depend on whether the suspect or the victim is Indian, and the parties agree that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable. (A qualified immunity defense may still be available in appropriate circumstances notwithstanding this limitation.) Accordingly, the purpose of this Agreement is to provide commissioned Law Enforcement Officers other than BIA Law Enforcement Officers the authority to enforce applicable laws. This includes statutes set forth in the local U.S. Attorney Guidelines as well as all laws and statutes applicable in Indian country as described in Section 3.A and Appendix A.

C. Nothing in this Agreement limits, alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrest or search and seizure, or to issue service of process. Similarly, nothing in this Agreement is intended to impair, limit, or affect the status of any agency or the sovereignty of any government. Lawful actions pursuant to this federal Agreement and a commission issued under it supersede any contrary Tribal, State, or local law, ordinance, or practice.

D. This Agreement does not create any rights in third parties. Issuance and revocation of SLECs or other commissions pursuant to this agreement are at the sole discretion of the issuing agency party to this agreement.

4. Uniform, Vehicles and Weapons

A. BIA policy requires that BIA police officers will as a rule be in duty-appropriate uniforms, which will conform with the parameters outlined in the BIA Law Enforcement Handbook, carry a weapon where required by their duties and, when stationed in marked police vehicles, will operate such marked police vehicles equipped with light bars. This policy is standard for police forces nationwide, and is necessary for the safety of the officer and to communicate the officer's status and authority to members of the public and to those suspected of criminal activities.

B. Police officers that are temporarily off duty during a shift, or whose duty is temporarily interrupted for any reason are expected to remain in duty-appropriate uniforms, in a marked vehicle, if so stationed, and otherwise prepared for duty so that they are available to respond to emergency calls.

C. Police officers and their supervisors may make exceptions to these requirements for undercover operations or otherwise on a case-by-case basis, but deviations from this rule are expected to be infrequent and will usually occur for compelling law enforcement reasons.

5. Travel Outside of Indian Country

A. The ordinary duty stations of BIA police officers are located within the boundaries of Indian country. In some situations, however, BIA police officers will be required to leave Indian country as a part of or incidental to their duties. This may occur, for example, where they are responding to an incident in another area of Indian country; where they are transporting evidence or suspects to or from locations in Indian country or to or from other police, court, or prison facilities; when they reside off-reservation and are traveling to their duty station or responding to an emergency call; or when they must obtain products or services located off-reservation while on duty or in the normal course of their business day.

B. When traveling outside of Indian country, BIA police officers retain their status as Federal law enforcement officials. They are therefore expected as a rule to be in uniform and to operate marked police vehicles as set forth in paragraph 4. They may also be armed; may transport evidence; and may exercise the authority of law enforcement officers to maintain control of suspects in such situations. They may also perform comparable incidental Federal police activities outside of Indian country, but will not as a rule conduct investigations or make arrests outside of Indian country, absent exigent circumstances or: (1) a nexus to a crime committed in Indian country, (2) a need to assist a state agency pursuant to this agreement, and (3) communicating and coordinating with the appropriate local or Federal authorities over procedures and methods.

6. Officers Holding SLECs

A. Officers holding SLECs are treated as BIA police officers for enforcing Federal laws.

They therefore will conform to all requirements and limitations set forth in this agreement, and in particular in paragraphs 4 and 5.

B. In any situation in which an officer holding an SLEC might receive a call related to a potential Federal offense, that officer will as a rule be in uniform and in a vehicle equipped as set forth in paragraph 4. Such an officer may undertake off-reservation travel as set forth in paragraph 5.

C. In any situation in which an officer holding an SLEC is responding to a call that may involve a Federal offense, or undertaking any other duties that relate to or may potentially relate to their Federal functions, he or she will conform to the provisions of this agreement, and in particular those in paragraph 5. The officer will function as a BIA police officer as set forth in paragraph 5, irrespective of the boundaries of the Tribe's reservation or the location of Indian country.

D. When an officer holding an SLEC receives an emergency call in circumstances where a Federal offense may exist, he or she will respond in emergency mode and will travel to the site of the call as rapidly as it is possible to do without compromising safety, irrespective of the boundaries of Indian country or his or her present location. He or she will observe the restrictions on the activation of emergency mode and the precautions for the safety of bystanders required in the BIA, OLESS Law Enforcement Handbook and otherwise respond as appropriate and prudent. In instances where the State has criminal jurisdiction in Indian country, and where there is no significant reason to anticipate that a Federal offense may exist with respect to a particular emergency call, Tribal law enforcement officers will respond in accordance with policies and practices set forth under State and local law, but may, in certain circumstances, retain their Federal status.

E. When located outside of Indian country, officers holding SLECs may respond to observed violations of Federal law in a public safety emergency as appropriate and prudent. Irrespective of their location, officers holding SLECs may only respond to violations of exclusively State law to the extent consistent with that State's law. Officers carrying SLECs may respond to concurrent violations of State and Tribal or Federal laws to the extent consistent with Tribal or Federal law.

7. Disposition and Custody

A. Any person arrested by an officer commissioned pursuant to this Agreement shall immediately be brought to the attention of a responsible official of the apparent prosecuting jurisdiction. In order to ascertain the proper prosecuting jurisdiction, the officer shall attempt to determine, where practicable, whether the arrestee is Indian or non-Indian. The official determination of proper jurisdiction, however, will be made by a prosecutor or court, not a law enforcement officer commissioned under this Agreement.

B. The agency with whom the arresting officer is employed shall ensure the arrestee

appears before a judge of the appropriate jurisdiction for initial appearance and bond setting within the time guidelines of the tribal, State, or Federal law as may be appropriate.

C. In the event an Indian detainee or prisoner under the jurisdiction of the Tribe requires medical treatment, the law enforcement agency with custody may transport the detainee or prisoner to the nearest Indian Health Service or the appropriate Tribal health care facility. In such event, tribal or BIA law enforcement officers shall be notified so that necessary protective services may be provided while the detainee or prisoner is admitted at such health facility.

8. Liabilities and Immunities

A. It is understood and agreed that each agency which is a party to this Agreement, its agents, employees and insurers do not, by virtue of this Agreement, assume any responsibility or liability for the actions of officers commissioned pursuant to this Agreement which are performed outside the scope of their duties.

B. Notwithstanding subsection A, any Tribal or State Law Enforcement Officers who are deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will only be deemed employees of the Department of the Interior for purposes of the Federal Tort Claims Act (FTCA) while carrying out those laws applicable in Indian country as described in Section 3.A and Appendix A. Therefore, such officer will not be deemed a federal employee under 25 U.S.C. § 2804(f)(1), or for purposes of the Federal Tort Claims Act with respect to the enforcement of any other law except those applicable in Indian country as described in Section 3.A and Appendix A.

C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers, such as the defense of qualified immunity.

D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, not otherwise expressly waived by legislative act.

E. The parties to this Agreement specifically agree to hold each other harmless under this Agreement for any civil claim brought against an officer carrying an SLEC arising out of law enforcement activity, except for actions within the scope of authority delegated by this agreement, provided, however, that this hold harmless provision shall not be applicable to any obligation of the United States arising out of a relationship between the United States and the Tribe not created under this Agreement.

F. The parties to this Agreement agree that the United States has no obligation under this Agreement to provide legal representation for any constitutional claim for any officer carrying a SLEC except as provided by 28 C.F.R. 50.15(a), such that (1) providing representation would otherwise be in the interest of the United States, and

(2) the event from which the claim arises is within the scope of authority delegated by this agreement.

9. Appeal Procedure

Appeals of termination or revocation of this agreement, or suspension or revocation of a commission issued herein, shall be made to the Associate Director of Operations, BIA, OLESS, which decision shall be the final agency action subject to judicial review under the Administrative Procedure Act (APA), 5 U.S.C. § 551. At the tribe's option, appeal may be taken to the Interior Board of Indian Appeals (IBIA) to the extent it has jurisdiction.

10. Additional Parties

It is understood by the parties to this Agreement that additional agencies with law enforcement responsibilities may join as parties hereto, and that amendment may be made to the terms of this Agreement only with the express agreement of all the parties signatory to this Agreement. Additional parties may join this agreement once a fully executed Addendum has been signed and filed with the Oklahoma Secretary of State.

Signatures:

C. Leon Glenn Special Agent in Charge
District II, OLESS-Bureau of Indian Affairs

12-05-05
Date

Governor, State of Oklahoma

12/19/05
Date

Chairman, Joint Committee on State-Tribal Relations

1/23/06
Date

M. Susan Savage
Secretary of State

1/23/04

Deputation Agreement Between Office of Law Enforcement Services and Security, Oklahoma and the *Attached* Tribes and Law Enforcement Agencies.

All Federal criminal laws applicable to Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153.

All Federal statutes applicable within the signatory tribes' Indian country in Oklahoma, **which may include, but are not limited to:**

1. The Indian country liquor laws, where applicable (18 U.S.C. §§ 1154, 1155, 1156, and 1161),
2. Counterfeiting Indian Arts and Crafts Board Trade-mark (18 U.S.C. § 1158),
3. Misrepresentation of Indian produced goods and products (18 U.S.C. § 1159),
4. Property damaged in committing offense (18 U.S.C. § 1160),
5. Embezzlement and theft from Indian tribal organizations (18 U.S.C. § 1163),
6. Destroying boundary and warning signs (18 U.S.C. § 1164),
7. Hunting, trapping or fishing on Indian land (18 U.S.C. § 1165),
8. Theft from gaming establishments on Indian land (18 U.S.C. § 1167),
9. Theft by officers or employees of gaming establishments on Indian land (18 U.S.C. § 1168),
10. Reporting of child abuse (18 U.S.C. § 1169),
11. Felon in possession of a firearm (18 U.S.C. § 922(g)),
12. Youth Handgun Safety Act (18 U.S.C. § 922(x) (2)),
13. Possession of a firearm while subject to protective order (18 U.S.C. § 922(g) (8)),
14. Interstate domestic violence - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2261(a) (1)),
15. Interstate domestic violence - Causing the crossing of a state, foreign, or Indian country border (18 U.S.C. 2261(a) (2)),
16. Interstate violation of protective order - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2262),
17. Illegal trafficking in Native American human remains and cultural items (18 U.S.C. § 1170),
18. Lacey Act violations (16 U.S.C. § 3371, *et seq.*),
19. Archaeological Resource Protection Act violations (16 U.S.C. § 470ee),
20. Controlled substances - Distribution or possession (21 U.S.C. §§ 841(a) (1), 844),
21. Unauthorized taking of trees (18 U.S.C. § 1853),
22. Unauthorized setting of fire (18 U.S.C. § 1855),
23. Assault of a Federal officer (18 U.S.C. § 111), and
24. Bribery of tribal official (18 U.S.C. § 666(a) (2)).

This list is not exhaustive.

TRIBAL ADDENDUM

ADDITION OF TRIBE TO
DEPUTATION AGREEMENT
FOR LAW ENFORCEMENT IN THE

The Chickasaw Nation
TRIBE (Nation)

The undersigned Tribe (Nation) hereby joins into the Deputation Agreement for Law Enforcement within the exterior boundaries of the Chickasaw Nation Tribe (Nation), effective on _____ 20 _____. Governor Bill Anoatubby is authorized to sign this Agreement pursuant to Tribal Resolution No. GR23-064. The Tribe further authorizes the other parties to this agreement to enforce tribal law pursuant to Tribal Resolution No. GR23-064.

Bill Anoatubby

Bill Anoatubby, Governor
The Chickasaw Nation

Date

CITY ADDENDUM

ADDITION OF CITY TO
DEPUTATION AGREEMENT
FOR LAW ENFORCEMENT IN THE

The Chickasaw Nation
TRIBE (Nation)

The undersigned City of Chickasha hereby joins into the Deputation Agreement for Law Enforcement in the Chickasaw Nation Tribe (Nation), effective on December 8, 2020.

Mayor / Chairman of City Council

Date 12-08-2020

Chief of Police

Date 12-08-2020

PASSED

CHICKASAW TRIBAL LEGISLATURE
General Resolution Number 23-064
Resolution in Support of the Lighthorse Police Department to Participate in the Bureau of Indian Affairs and State of Oklahoma Deputation Agreement

WHEREAS, in accordance with Article VII, Sections 4 and 7 of the Constitution of the Chickasaw Nation, the Chickasaw Tribal Legislature shall enact rules and regulations pertaining to the Chickasaw Nation, and shall make decisions pertaining to the acquisition, leasing, disposition and management of real property, subject to federal law, and

WHEREAS, in accordance with Article XI, Section 1 of the Constitution of the Chickasaw Nation, the Governor shall perform all duties appertaining to the office of Chief Executive. He shall sign official papers on behalf of the Nation, and

WHEREAS, pursuant to Title IV of P.L. 93-638, the Indian Self Determination and Education Assistance Act, as amended, the Chickasaw Nation has assumed by compact the law enforcement function from the Bureau of Indian Affairs, Office of Law Enforcement and Security, and

WHEREAS, the Chickasaw Nation is performing the law enforcement function by and through the Chickasaw Nation Lighthorse Police Department, and

WHEREAS, the Chickasaw Tribal Legislature recognizes there is a need to authorize and enter into interagency cooperative agreements dealing with cross commissioning and other issues between the Chickasaw Nation Lighthorse Police Department and other tribal, federal, state and local law enforcement agencies, and

WHEREAS, this resolution supports the Lighthorse Police Department entering into such interagency cooperative agreements with other tribal, federal, state and local law enforcement agencies as deemed necessary to carry out the enforcement of tribal or other potentially applicable laws in the Indian country of the Chickasaw Nation, and

WHEREAS, the Bureau of Indian Affairs has entered into a Deputation Agreement with the State of Oklahoma, and political subdivisions thereof, to which tribes may become party, and by which tribal, federal, state and local law enforcement agencies may duly deputize each others officers, and

WHEREAS, this resolution specifically and further supports said Deputation Agreement to allow those officers working within the Lighthorse Police Department and officers of those law enforcement agencies of the State of Oklahoma, and political subdivisions of the State of Oklahoma, who obtain an appropriate commission, to enforce applicable laws in the Indian country of the Chickasaw Nation, and

WHEREAS, the Chickasaw Tribal Legislature hereby finds that execution of this Deputation Agreement will promote better and more comprehensive law enforcement services for the citizens of both the Chickasaw Nation and the State of Oklahoma.

NOW, THEREFORE, BE IT RESOLVED, that the Chickasaw Tribal Legislature hereby supports entering into said Deputation Agreement on behalf of the Chickasaw Nation to accomplish the goal of providing better and more comprehensive law enforcement services to both the citizens of the Chickasaw Nation and the State of Oklahoma.

Executed in regular session of the Chickasaw Tribal Legislature, meeting at Ada, Oklahoma, on May 19, 2006, by a vote of 12 ayes, 0 nays, and 0 abstentions.

Chairperson
Chickasaw Tribal Legislature

Secretary
Chickasaw Tribal Legislature

Concur: Bill Anoatubby
Bill Anoatubby, Governor
The Chickasaw Nation

Date: MAY 1 9 2006

CHICKASAW TRIBAL LEGISLATURE

General Resolution Number 23-064

Resolution in Support of the Lighthorse Police Department to Participate in the Bureau of Indian Affairs and State of Oklahoma Deputation Agreement

Explanation: This resolution updates General Resolution No. 22-007, specific to the Deputation Agreement negotiated between the U.S. Bureau of Indian Affairs, Office of Law Enforcement Services and Security (OLESS) and the State of Oklahoma pertaining to the cross commissioning of law enforcement agencies from the several agencies to strengthen law enforcement capacity and cooperation within the state and tribal territories. That agreement was fully executed January 23, 2006, and the Lighthorse Police Department has initiated discussions with local law enforcement agencies to participate in the agreement.

Requested By: Governor Bill Anoatubby
The Chickasaw Nation

Presented By: Tim Colbert, Chairman
Court Development Ad Hoc Committee

FILED
JAN 15 2021
OKLAHOMA SECRETARY OF STATE

CITY ADDENDUM

ADDITION OF CITY TO
DEPUTATION AGREEMENT
FOR LAW ENFORCEMENT IN THE

The Chickasaw Nation
TRIBE (Nation)

The undersigned City of Chickasha hereby joins into the Deputation Agreement for Law Enforcement in the Chickasaw Nation Tribe (Nation), effective on December 8, 2020.

Mayor / Chairman of City Council — Date 12-08-2020

Chief of Police — Date 12-08-2020

050815

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Police Department **Agenda Item No. 6.b.**

AGENDA ITEM: Discussion, consideration and possible action to approve the MOU between the FBI Western District Safe Trails Task Fork and the Chickasha Police Department.

I. BACKGROUND/DESCRIPTION:

- CPD is cross deputized with the Chickasaw Nation Lighthorse Police Department. This deputization allows CPD officers to enforce state, municipal, and tribal criminal offenses.
- CPD is in the process of cross deputizing all officers through the Bureau of Indian Affairs (BIA) for the Special Law Enforcement Commission (SLEC). This deputization will allow officers to file criminal cases federally with U.S. Attorney's office.
- Issue is no CPD personnel to date have received their SLEC; the turn-around time from BIA is unknown, and we are now officially within the Chickasaw Nation.
- Cross deputizing a minimal number of officers with FBI Safe Trails Task Force through the U.S. Marshal Service will provide CPD with the ability to proceed filing criminal cases federally without calling in outside agencies to take over an investigation.

II. RECOMMENDED ACTION:
Staff recommends approval of the MOU and authorize the Chief of Police to execute the MOU.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To) N/A		0.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: 05-03-2021	(From) N/A		0.00

V. ATTACHMENTS:

1. CPD_STTF_MOU

FEDERAL BUREAU OF INVESTIGATION
OKLAHOMA WESTERN DISTRICT SAFE TRAILS TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Chickasha Police Department (participating agency)(collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of Oklahoma Western District Safe Trails Task Force (STTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the STTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The STTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

FOR OFFICIAL USE ONLY
This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

SUPERVISION AND CONTROL

A. **Supervision**

5. Overall management of the STTF shall be the shared responsibility of the participating agency heads and/or their designees.

6. The Special Agent in Charge (SAC) of the Oklahoma City Division shall designate one Supervisory Special Agent (STTF Supervisor) to supervise the STTF. The STTF Supervisor may designate a Special Agent to serve as the Safe Trails Task Force Coordinator (Task Force Coordinator). Either the STTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the STTF.

7. Conduct undertaken outside the scope of an individual's STTF duties and assignments under this MOU shall not fall within the oversight responsibility of the STTF Supervisor or Task Force Coordinator. As stated in paragraph 76, below, neither the United States nor the FBI shall be responsible for such conduct.

8. STTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

10. All STTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).

11. STTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

12. Continued assignment of personnel to the STTF will be based on performance and at the discretion of appropriate management. The FBI SAC and STTF Supervisor will also retain discretion to remove any individual from the STTF.

B. **Case Assignments**

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

13. The FBI STTF Supervisor will be responsible for opening, monitoring, directing, and closing STTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

14. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the STTF Supervisor.

15. For FBI administrative purposes, STTF cases will be entered into the relevant FBI computer system.

16. STTF personnel will have equal responsibility for each case assigned. STTF personnel will be responsible for complete investigation from predication to resolution.

C. **Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the STTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. **Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the STTF will not knowingly be subject to non-STTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the STTF's existence and areas of concern.

19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to STTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.

20. STTF investigative leads outside of the geographic areas of responsibility for FBI Oklahoma City Division will be communicated to other FBI offices for appropriate investigation.

B. **Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-STTF personnel will be limited to those situations where it is essential to the effective performance of the STTF. These disclosures will be consistent with applicable FBI guidelines.

FOR OFFICIAL USE ONLY
This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

22. Non-FBI STTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the STTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

24. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of STTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an STTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI STTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of STTF investigations shall be maintained at an agreed upon location.

C. **Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by STTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

27. STTF reports prepared in cases assigned to STTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

28. Records and reports generated in STTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for STTF.

29. STTF investigative records maintained at the Oklahoma City Field Office of the FBI will be available to all STTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.

30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the STTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by STTF personnel.

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

31. All STTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.

32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

33. The Parties acknowledge that this MOU may provide STTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by STTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

34. No information possessed by the FBI, to include information derived from informal communications between STTF personnel and FBI employees not assigned to the STTF, may be disseminated by STTF personnel to non-STTF personnel without the approval of the STTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, STTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

35. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

37. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

38. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

39. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

40. STTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

41. A determination will be made on a case-by-case basis whether the prosecution of STTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the STTF.

42. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a STTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

43. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

44. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

45. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

46. All STTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

47. The parent agency of each individual assigned to the STTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

48. The parent agency of each individual assigned to the STTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

49. STTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

50. Local and state law enforcement personnel designated to the STTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the STTF or until the termination of the STTF, whichever comes first.

---

[1] Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

[2] Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

51. Deputized STTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

52. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official STTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to participating agency STTF personnel will require the execution of a separate Vehicle Use Agreement.

53. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to STTF business.

54. The FBI and the United States will not be responsible for any tortious act or omission on the part of each participating agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by participating agency STTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.

55. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by participating agency STTF personnel while engaged in any conduct other than their official duties and assignments under this MOU.

56. To the extent permitted by applicable law, the participating agency agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by participating agency STTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

57. The FBI and LEA remain responsible for all personnel costs for their STTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 58 below.

58. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal STTF personnel assigned full-time to STTF, provided overtime expenses were incurred as a result of STTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and

participating agencies for full-time employee(s) assigned to STTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

59. Property utilized by the STTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the STTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by STTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of STTF, will be the financial responsibility of the agency supplying said property.

FUNDING

60. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

61. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with STTF operations.

62. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to STTF investigations may be equitably shared with the agencies participating in the STTF.

DISPUTE RESOLUTION

63. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the STTF's objectives.

64. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

65. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

66. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO STTF AND SECURITY CLEARANCES

67. If a participating agency candidate for the STTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

68. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the STTF, the participating agency will be so advised and a request will be made for another candidate.

69. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

70. Before receiving unescorted access to FBI space identified as an open storage facility, STTF personnel will be required to obtain and maintain a "Top Secret" security clearance. STTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

71. Upon departure from the STTF, each individual whose assignment to the STTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

72. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the STTF.

73. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the STTF or otherwise relating to the STTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the STTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the STTF, the officer may request legal representation and/or

defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

74. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the STTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any STTF personnel.

75. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the STTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Oklahoma City Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any STTF personnel.

76. Liability for any conduct by STTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

77. The term of this MOU is for the duration of the STTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

78. Any participating agency may withdraw from the STTF at any time by written notification to the STTF Supervisor with designated oversight for investigative and personnel matters or program manager of the STTF at least 30 days prior to withdrawal.

79. Upon termination of this MOU, all equipment provided to the STTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any STTF participation.

MODIFICATIONS

80. This agreement may be modified at any time by written consent of all involved agencies.

81. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

_____ _____
Special Agent in Charge Date
Federal Bureau of Investigation

_____ _____
Chief/Sheriff Date
Law Enforcement Agency

This document is the property of the FBI and is loaned to your agency.
Neither it nor its contents may be released without authorization by FBI Headquarters.

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Police Department **Agenda Item No. 6.c.**

AGENDA ITEM: Discussion, consideration and possible action to approve acceptance of the OEC Foundation / Operation Round-Up Grant for 2021 in the amount of $4,000.00.

I. BACKGROUND/DESCRIPTION:

- The Police Department made application to the OEC Foundation / Operation Round-Up Grant for 2021 specifically for protective nitrile type gloves and continued privatized mental health services with Stacey Stephens, LPC, PLLC for Police Department employees.
- The grant request total was for $3,000.00 and approved for $4,000.00.
- Award documents have been received from the OEC Foundation. This is a block grant requiring funds to be transferred to Mrs. Stephens to maintain anonymity with a final accounting due once funds are expended.
- The $4,000.00 has been deposited at City Hall and are to be used only for the purposes applied for an approved.
- This is not a reimbursement grant. An accounting is due upon all funds being used.

II. RECOMMENDED ACTION:

Staff recommends acceptance of the OEC Foundation/Operation Round-Up Grant for 2021 in the amount of $4,000.00.

III. FISCAL INFORMATION - This was an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To)		$4,000.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: 05-03-2021	(From)		$4,000.00

V. ATTACHMENTS:

1. Check redacted
2. Award Letter

3062

OEC FOUNDATION INC
PO BOX 721105
NORMAN, OK 73070
(405) 321-2024

86-452/1031

DATE 4-7-21

PAY TO THE ORDER OF Chickasha Police Department $ 4,000.--

Four thousand + no/100 DOLLARS

Armstrong BANK

FOR Apr 21 mtg

⑈003062⑈ [redacted]⑈

Details on back

Security Features

ORU
OPERATION ROUND UP
OEC FOUNDATION, INC.

ORU@OKCOOP.ORG
242 24TH AVE NW
NORMAN, OK 73069
(405) 321-2024

April 9, 2021

Asst. Chief G.G. Music, Jr.
Chickasha Police Department
117 N 4th St
Chickasha, OK 73018

Dear Asst. Chief Music, Jr.,

The OEC Foundation board of directors approved your request for funds at the meeting. Please find enclosed a check in the amount of $4,000 for protective gloves and professional mental health counseling for officers and staff.

We hope these funds enable Chickasha Police Department to continue its mission and improve the standard of living for those living in our shared community.

If you have any questions, please contact Tory Tedder-Loffland, ORU coordinator, at 405-217-6726 or ORU@okcoop.org.

Sincerely,

Beckie Turner, President
OEC Foundation, Inc.

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Police Department **Agenda Item No. 6.d.**

AGENDA ITEM: Discussion, consideration and possible action to approve acceptance of the Junior Social Worker (JSW) Grant/Donation in the amount of $500.00.

I. BACKGROUND/DESCRIPTION:

- The Police Department made application to the Junior Social Workers (JSW) of Chickasha for their 2020 Application for Funding. The grant request total was for $3,599.19. The JSW Board approved the request at an amount of $500.00.
- Award documents have been received from JSW. Clarification was made, in person and telephonically that the reduced amount of funds is to be used specifically for the purpose of replacing quarantine / temporary housing units at the Chickasha Animal Shelter.
- The $500.00 was deposited at City Hall on 3-30-2021 and are to be held until additional funds are obtained for the purchase of the quarantine / temporary housing units at the Chickasha Animal Shelter.
- This is not a reimbursement grant. An accounting is due upon the purchase of the intended units.

II. RECOMMENDED ACTION:

Staff recommends acceptance of the grant/donation in the amount of $500.00 to be held for the purchase of quarantine/temporary housing units at the Chickasha Animal Shelter.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To)		$500.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: 05-03-2021	(From)		$500.00

V. ATTACHMENTS:

1. redacted check
2. Scanned application

JUNIOR SOCIAL WORKERS, INC.
OUR COUNTRY COOKIN'
P.O. BOX 355
CHICKASHA, OK 73023-0355

[redacted]

86-46/1031

11/12/20
Date

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of Chickasha Police Dept. $ 500.00

Five hundred and no/100 Dollars

Photo Safe Deposit® Details on back

The First National Bank & Trust Co.
Chickasha, Oklahoma 73018
Minco, Rush Springs, Alex, Tuttle
Newcastle, Blanchard, Cyril, SWOKC

For SD20 Proceeds

Ashley Perryman

[redacted]

CHICKASHA POLICE DEPARTMENT

Professionalism| Respect| Integrity | Dedication | Excellence

10.06.2020

TO: Jennifer Phillips, Proceeds Chair
Junior Social Workers of Chickasha
P.O. Box 355, Chickasha, OK. 73023

FROM: Assistant Chief Music

RE: Application for Funding

Mrs. Phillips,

Thank you for allowing me to submit our **Application for Funding** in typewritten form. Please view the following.

I spoke with Whitney Palesano and have not received a written notice yet. She told me it would be okay to go ahead and submit my request so I don't miss a deadline.

If I have failed to include any information or if JSW needs any clarification regarding the request I will be glad to provide whatever information is required.

Respectfully,

G.G. Music, Jr., #301
Assistant Chief of Police
Chickasha Police Department
405.222.6070
goebel.music@chickashapd.org

JSW-Application For Funding-2020

1. Name and brief history of organization

According to the best available records from the Historical Society, The Chickasha Police Department is believed to have been established in 1902. No specific records can be located detailing the exact date.

In February 1980, the City Council for the City of Chickasha met and approved Ordinance #15-15, establishing the Animal Control Division. The ordinance provided for the Chief of Police to appoint the Animal Control personnel charging them with the care and maintenance of the animals.

Originally, the Animal Shelter was located at the old City Barn, the current location of the Chickasha Sports Complex. In 2002, Council approved the site and construction of the current Chickasha Animal Shelter which is located at 203 N. Genevieve Street.

Over the years the administrative umbrella of the Police Department has grown to include the oversight of the Animal Welfare, Code Enforcement, E911 Communications, Criminal Investigation Division (CID) and Special Services. Last year, Code Enforcement was transferred to a different division in City government.

The Police Department is currently staffed with a total of 29 full-time Commissioned Officers, 1 Reserve-Commissioned Officer, 2 full-time Animal Welfare Officers, 1 part-time Animal Welfare Kennel Technician, 3 Civilian staff (Record's Clerk, Court Clerk and Administrative Assistant) and 5, E911 Communication Specialists (4 full-time and 1 part-time). Full-time Animal Welfare staff is required to complete the State's Animal Control Academy and complete annual Continuing Education requirements.

2. Address, phone number and name of contact person or organization

2001 W. Iowa Avenue, 405.222.6070, Assistant Chief G.G. Music, Jr.

3. Project Description (include anticipated beginning / completion dates of project)

The project description is best defined as providing a clean & safe quarantine & housing environment for the animal population at our animal shelter. The Chickasha Animal Shelter (Animal Welfare Division) is staffed by two full-time employees with a part-time Kennel Technician. Daily operations of the Animal Shelter are overseen by ACO Supervisor, Layce Graham. The division is overseen by Lt. Traye Alexander.

In 2019, the Chickasha Animal Shelter processed 1,190 animals. Of those intakes, 145 were returned to the rightful owner, 90 were adopted and 816 animals were otherwise rehomed. Through the dedicated efforts of our staff, the Chickasha Animal Shelter maintains a live release rate of more than a 94.4% live release rate. However, this live release rate is destined for failure with the current condition of our quarantine housing.

Every animal arriving at the shelter is quarantined for a period of 10 days to ensure the overall safety of the total population. The quarantine housing unit, by best guess, is over 20 years old, is literally being held together with zip ties and wire and has rusted through in many places creating a health & safety issue for the animals and staff alike.

Photographs of the current quarantine housing unit are below:

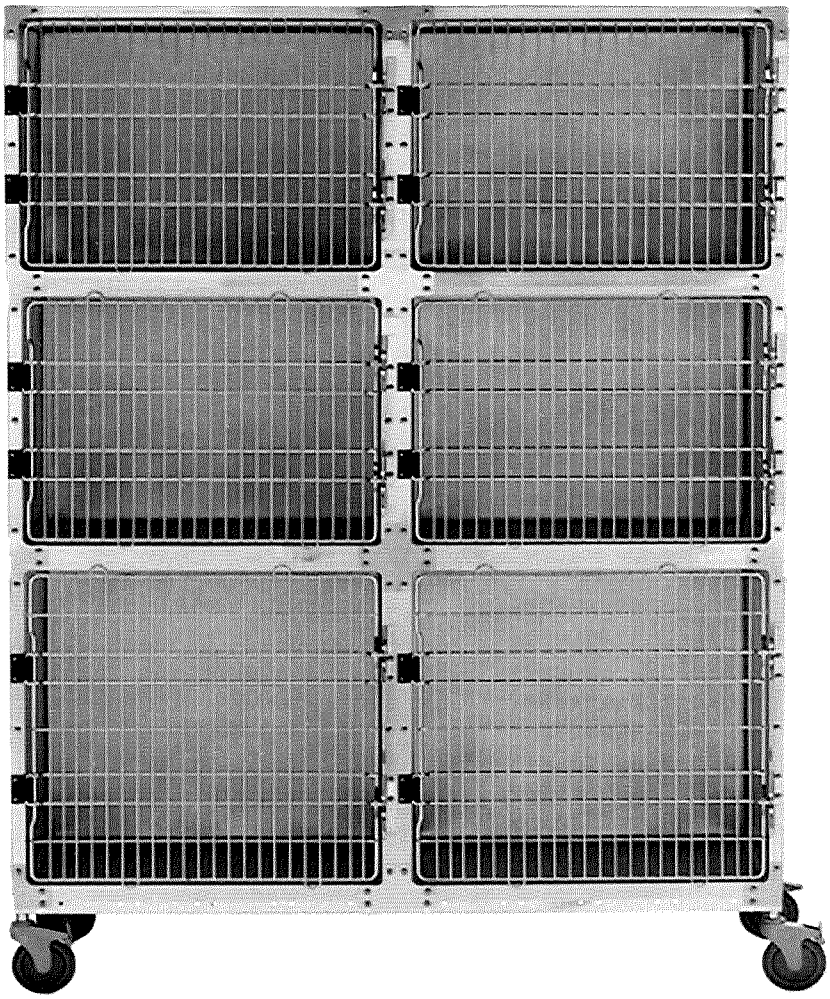
We desperately need to replace the current quarantine unit and discard the old one.

The anticipated beginning date of the project would be with the receipt of funds to purchase the item. The department will continue to seek capital funds to increase the number of holding units when current budget restraints are lifted. Other grant applications for the replacement of this item have been unsuccessful. Through Shor-Line, a premiere

manufacturer of kennels and housing units for shelters throughout the United States, these units are made from stainless steel and carry a life-time warranty against defects. Each individual unit is 30"W x 24"H totaling 784 sq. in. of floor space per unit. All units are crafted from 22-gauge, type 304 stainless steel and is stackable. The housing unit is mobile.

All kennels have a front retention lip to keep fluids inside as well as sound dampening patches to reduce noise from vibration. Fully rounded corners and coves transition the back and all internal cage sides for cleaning ease and sanitation. Latch and frame bars are 3/8"-diameter, additional horizontal bars are ¼"-diameter, vertical rods are 3/16"-diameter spaced on 1-3/16" centers and 5/8" centers near latch for additional staff safety. Tight corners help prevent gaps that could cause paw injuries. The latch is constructed of 11-gauge stainless steel, self-locking with dual latch points. All doors are ambidextrous, allowing right or left-hand latching.

A photograph of the new, proposed unit is attached:



5' CAGE ASSEMBLY, STAINLESS STEEL - OPTION C
SKU #902.0104.25

The Chickasha Animal Shelter needs to replace the current 8-Unit quarantine housing unit to maintain the same level of service. However, the cost may be prohibitive for the sake of this application. I've worked with Shor-Line on configuration and costs. The temporary quarantine housing unit options provided are as follows:

4 Unit Housing	2 wide x 2 tall	$2,947.19
6 Unit Housing	2 wide x 3 tall	$3,599.19
8 Unit Housing	4 wide x 2 tall	$4,796.89

4. Please list the names and title of current officers and or Board Members

The current administrative members of the Chickasha Police Department are:

Kathryn D. Rowell, Chief of Police

G.G. Music, Jr., Assistant Chief of Police

The current City Manager for the City of Chickasha is Mr. John Noblitt

The current Finance Director for the City of Chickasha is Leasa Furr

5. Please list the normal dates and place of the meeting of the Board of Directors

The Chickasha Police Department does not function under a Board of Directors. Under a City Manager / Mayoral form of government, department heads answer directly to the City Manager. The City Manager answers directly to the City Council. The Chief of Police answers directly to the City Manager. The Assistant Chief of Police answers directly to the Chief, but in her absence answers directly to the City Manager.

The Chickasha City Council meets openly twice a month and more frequently when required. All department heads are required to meet with the City Manager twice a month, more frequently when and if required. When dealing with special projects such as this, face to face meetings take place more often for clarification within finance and other divisions of City Administration. Grant funds awarded are placed on the Council agenda for approval of acceptance. However, usage and accountings are administered through the Police Department and confirmed through the City's finance department.

6. Does your organization sponsor other local fund drives? If so, please list the types, number of yearly drives, and the populations solicited.

I don't believe this question is applicable to the Chickasha Animal Shelter or the Police Department. However, both the Shelter and the Police Department are active within the community providing goodwill and education to as many as we can reach. Some donations are received at local adoption events, but it is generally not enough to purchase a bag of food or litter. A local non-profit assists the shelter with some monies to offset our veterinarian expenses and a hand-full of dedicated volunteers assist in animal transports for rehoming as well as fostering activities.

7. **Does your organization maintain a set of accounts: if so, would you make these available to Junior Social Workers' accountants?**

   Yes. Any specialized or "ear-marked" funds are deposited to specific line items within the department's budget. Specific reports can be generated on a line-item and presented to your accountants. With any funds awarded to the department, an accounting of all funds is maintained internally as well as within the finance department of City Hall. All grantors are provided with an official accounting.

8. **Financial Needs:**
   a. Total funds required for this project. Total dollar amount **$3,599.19**
   b. Total outside funds **None**
   c. Names and amounts of outside funding **None**
   d. Total amount requested from Junior Social Workers **$3,599.19**

Thank you for the opportunity to submit this application. This item will be used to ensure the health & safety of all our four-footed friends so they can be rehomed.

Assuming we are successful in the request, the Police Department would like to provide proper credit to Junior Social Workers of Chickasha by doing the following:

1. Photographs of the equipment with members of JSW & the Animal Welfare staff will be publicized on all our Social Media sites, Channel 3 and a story submitted to the Express Star.
2. The same information will be provided to George Plummer at KOOL 105.
3. We will also seek out someone who could create a JSW "sticker" or other form of permanent signage for the quarantine unit providing a constant reminder of the source of the funds,
4. Lastly, I'd like to discuss the possibility of a JSW "sponsored" adoption day at the shelter. We would only need attendance from JSW members and assistance in promoting the event.

Respectfully,

G.G. Music, Jr., #301
Assistant Chief of Police
Chickasha Police Department

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Fire Department **Agenda Item No. 6.e.**

AGENDA ITEM: Discussion, consideration and possible action to approve the surplus of (1) 2017 Ford F-450 and (1) 2017 Dodge Ram 4500 cab and chassis with a reserve of $3,500.00.

I. BACKGROUND/DESCRIPTION:

The (2) cab and chassis are currently sitting on the training grounds not in use. The boxes of the units have been remounted onto new units that we received in October.
The surplus of items will be through sealed bids per City policy and will be handled through the fire department. Advertising will be through local newspaper in legal notices, OSFA website, and if applicable City of Chickasha website.

II. RECOMMENDED ACTION:

Staff recommends to surplus the items with a reserve of $3,500.00.

III. FISCAL INFORMATION - Revenue generated through the surplus of items will be placed into the general funds account.

IV. FUND INFORMATION:

Dept. Director: Tony Samaniego, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:

1. Dodge Surplus
2. Dodge Surplus 2
3. Ford Surplus
4. Ford Surplus 2

CHICKASHA
AMBULANCE

R-2
RAM
4500
HEAVY DUTY
CHICKASHA FIRE DEPT
OKLAHOMA

AMBULANCE
RANCH HAND

R-1

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Community Development **Agenda Item No. 6.f.**

AGENDA ITEM: Discussion, consideration and possible action to approve Ordinance 2021-10 to Vacate Real Property owned by the City of Chickasha for Applicant John and Gina Smith at 2020 Missouri.

I. BACKGROUND/DESCRIPTION:

- Applicants wish to close a portion of 21st Street ; the 50' that runs along their existing property. The West half of 21st Street along lots 13-24.
- The street was never paved and there are no utilities located with in the alley.
- The home owners have maintained this area for many years.
- This street was never developed by the city and has been fenced in by the home owners.
- The Planning Commission approved this request.

II. RECOMMENDED ACTION:

Staff Recommends approving Ordinance 2021-10 to vacate real property owned by the City of Chickasha for Applicant John and Gina Smith at 2020 Missouri.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Community Development Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:

1. 2020 Missouri Vacate Public Way (2)
2. 2020 Missouri Vacate Public Way (1)
3. Ord. 2021-10 Vacate Public Way 2020 Missouri

Request to Vacate Real Property Owned by the City of Chickasha

Applicant: John P. & Gina L. Smith

Address: 2020 W. Missouri Ave Chickasha, OK 73018

Email Address/Phone: jandgsmith@sbcglobal.net / 580-641-0732

Location of property: *(state lot and block or attach metes and bounds description of entire lot)*

Lot _____ Block _____ Addition Sparks 1st ADDITION or Description attached _____

State your ownership in this lot:

____ Fee simple estate ____ Leased fee

✓ Easement ____ Renter or leaseholder

____ Other: (describe) East 50' of 21st Street from SW corner of Lot 13 Block 34 W 50', then North 300', then east 50' to the NW Corner of Lot (24) Block 34. Sparks 1st addition

This request is to vacate: (please check one)

✓ Easement ____ utility ✓ access ____ landscape

____ Paved Street

✓ Unpaved Right-of-Way

____ Other (describe) 21st street between Missouri Ave & Florida Ave

Reason for request:

This property was originally platted as a street. The home owners that encase this easement has maintain it for at least 60 years

To the best of your knowledge, are any utilities located in the easement, including drainage ditched or pipe? Yes ____ No ✓

I hereby make application for vacation of the above cited property owned by the City of Chickasha. All the statements contained in this application are true to the best of my knowledge and belief. I have attached all required documents (as listed on the instruction sheet).

Signature & Date: [signature] 3-11-21

Application fee paid _____

Legal Publication
(Published in The Express-Star on March 18th, 2021)
Applicant: John P. and Gina L. Smith
Legal: 32-07-07-17350 ALL LOTS 13 THRU 24 BLOCK 34 SPARKS 1ST ADDN.
Location: 2020 Missouri
From: Community Development
Re: Planning Commission for closing of public way/easement
When: April 13th, 2021 in the City of Chickasha City Council Chambers, City Council hearing at April 19th, 2021 at 6:00 pm
Please contact Community Development with questions or concerns. 405-222-6010

PROOF OF PUBLICATION

In the District Court of Grady County,
State of Oklahoma

2020 Missouri

Affidavit of Publication

State of Oklahoma, County of Cleveland, ss:
I, the undersigned publisher, editor or Authorized Agent of the Norman Transcript, do solemnly swear that the attached advertisement was published in said paper as follows:

1st Publication March 18, 2021

2nd Publication _____

3rd Publication _____

4th Publication _____

That said newspaper is Daily, in the city of Chickasha, Grady County, Oklahoma, a Daily newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971, as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said Notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publications and not in a supplement, on the above noted dates.

Signature

Subscribed and sworn before me on the 18th day of March, 2021.

Tina Anderson

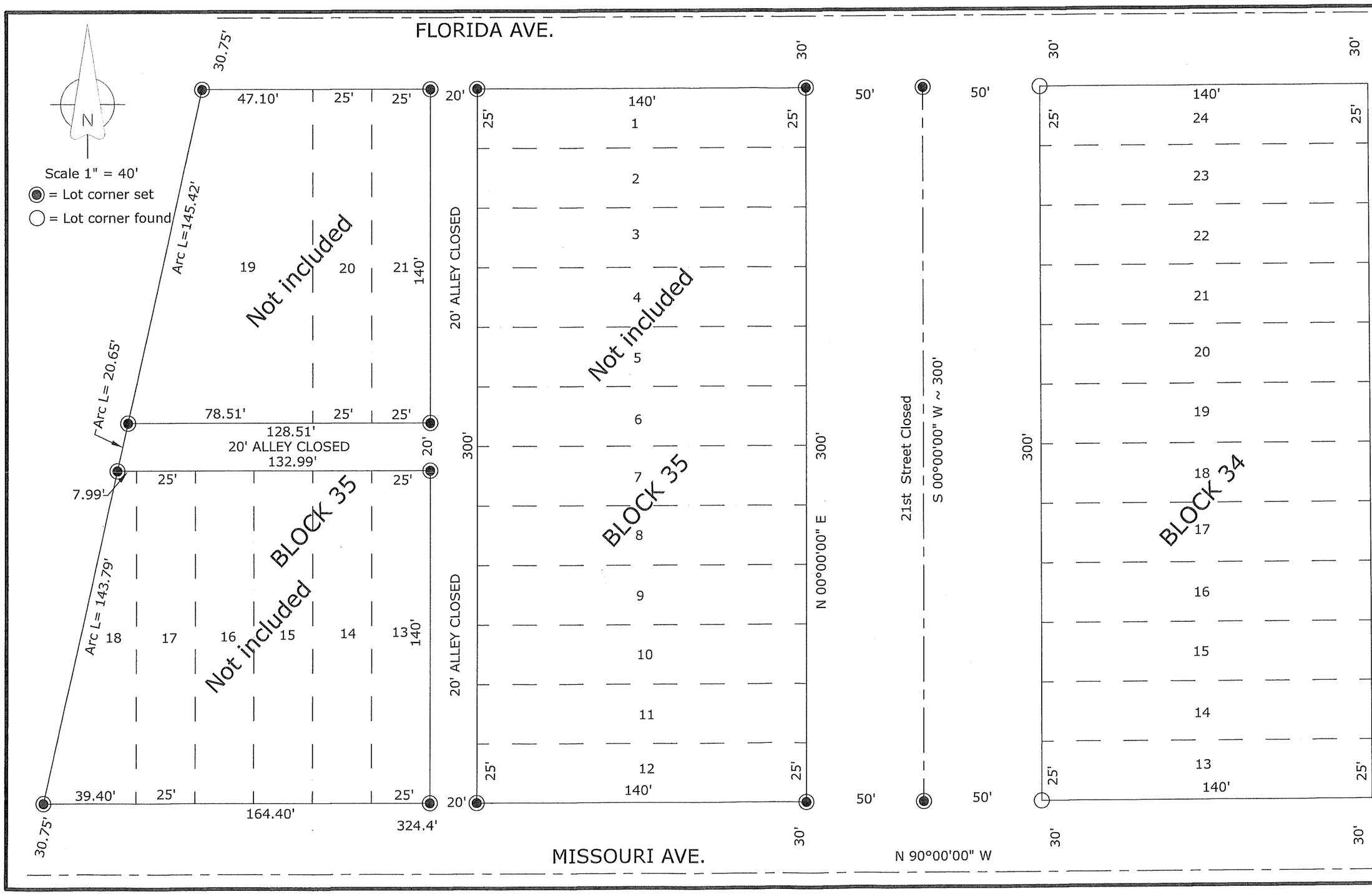
My commission expires 07-10-24

Notary Public Commission # 20008340

TINA ANDERSON NOTARY # 20008340 EXP. 07/10/24 PUBLIC STATE OF OKLAHOMA

Cost of Publication $ 12.40

PAY TO:
The Express-Star
P.O. Drawer E
Chickasha, OK 73023



Acie L. Brunt PLS #1407 02/02/21

CA #2097 LS

Sheet 1 of 2

Date of Survey: 02/02/21

Job / Client: John Smith

Brunt Surveying Co. L.L.C.
P.O. Box 1625
Chickasha, Ok 73023
405-222-8553
email: BruntSurveying@gmail.com

Lots Thirteen (13) thru Twenty-four (24) Block 34 Sparks First Addition to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

Description for 21st Street being the East 50 feet of the platted 100 foot easement described as follows:
Beginning at the Southwest Corner of Lot Thirteen (13) Block 34
Sparks First Addition to the City of Chickasha
thence N 00°00'00" E a distance of 300 feet to the
NW Corner of Lot Twenty (24) Block 34 Sparks First Addition
thence N 90°00'00" W a distance of 50 feet to the
centerline of 21st Street, thence S 00°00'00" W along
said centerline a distance of 300 feet,
thence S 90°00'00" E a distance of 50 feet to the
point of beginning the SW corner of Lot Thirteen (13) Block 34 Sparks First Addition to the City of Chickasha,
Grady County, Oklahoma.

This Survey was made without the benefit of a Title Commitment Surveyor assumes no liability for any easements or right-of-ways that may or may not cross subject property,
Bearing reference is N 90°00'00" W the centerline line of the Missouri Avenue assumed. Equipment used Model GEOMAX Zenith 35 Pro Sub-Centimeter Accuracy Global Postioning System.

I Acie L. Brunt certify that a Survey was made on the ground under my supervision and it's accuracy is true and correct to
the best of my knowledge.

Brunt Surveying Co. L.L.C.
P.O. Box 1625
Chickasha, Ok 73023
405-222-8553
email: BruntSurveying@gmail.com

REGISTERED PROFESSIONAL LAND SURVEYOR
ACIE
L.
BRUNT
1407
OKLAHOMA

Acie L. Brunt 03/04/21
Acie L. Brunt PLS #1407

Job / Client: John Smith Date of Survey: 02/02/21 Sheet 2 of 2 CA #2097 LS

ORDINANCE NO. 2021-10

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, CLOSING A PORTION OF THE STREET ALONG BLOCK 34 LOTS 13-24 WITH IN CHICKASHA O-T.

WHEREAS, a request to close 50 feet of the street along block 34 lots 13-24 of the Sparks First Addition and the Planning Commission held a public hearing and voted unanimously to forward a recommendation for approval to the City Council;

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

SECTION 1. The Mayor and Council of the City of Chickasha, Oklahoma deem that it is necessary and expedient to close a portion of the public way along Block 34 lots 13 – 24 of the Amended Plat of Sparks First Addition, City of Chickasha, Oklahoma, and by this Ordinance hereby close said public way more particularly described as:

The public way shown on the Amended Plat of Sparks First Addition Block 34 lots 13- 24 a width of 50 feet, City of Chickasha, Grady County, Oklahoma.

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

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

Adopted and approved this 3rd day of May 2021

_____
Chris Mosley, Mayor

ATTESTED:

_____
Susan M. McDaniel, City Clerk

(SEAL)

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Police Department **Agenda Item No. 6.g.**

AGENDA ITEM: Discussion, consideration and possible action to accept the block grant from Petco Foundation in the amount of $7,500.00.

I. BACKGROUND/DESCRIPTION:

- The Police Department made application to the Petco Foundation in 2020 specifically for new housing units for the Chickasha Animal Shelter / Welfare Division. The grant request total was for $85,000.00 and recently approved for $7,500.00.
- Award documents have been received from the Petco Foundation. This is a block grant requiring funds to be used for an array of life saving measures and have been approved for new, portable quarantine housing units.
- The $7,500.00 has been deposited at City Hall and is to be used only for the purposes applied for and approved. Due to the vast difference in the amount applied for and the amount awarded, personal phone contact was made with the Petco Foundation. The portable housing / quarantine units are specifically approved.
- This is not a reimbursement grant. An accounting is due upon all funds being used.
- All pre and post grant award requirements have been accomplished.

II. RECOMMENDED ACTION:

Staff recommends acceptance of the Petco Foundation grant in the amount of $7,500.00.

III. FISCAL INFORMATION - This is an unbudgeted item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To) 20-4310-006		$7,500.00
	FUND	ACCOUNT	AMOUNT
Meeting Date: 05-03-2021	(From) 20-520-5310-006.1		$7,500.00

V. ATTACHMENTS:

1. Petco Application
2. Chickasha Animal Shelter Press Release
3. Petco Award Letter and Check

Animal Sheltering & Adoptions

Chickasha Police Department

R-2008-18996 - Animal Welfare Organization
Amount Requested: $85,000.00

Status Submitted

Organization Information

Organization:	Chickasha Police Department
Primary Contact:	Goebel Music
Primary Signatory:	Goebel Music

We prefer to make investments rather than denying them! To ensure your organization is considered for support we urge you to read the Grant Application Instructions prior to completing this application.

IMPORTANT: THIS IS A TWO-PART APPLICATION

This application requires that your organization has completed a 2019 Annual Partnership Report. This report must be submitted by August 31, 2020 for your grant investment application to be considered. Information about completing the Annual Partnership Report can be found on the Organization's tab on the main dashboard of this site. You will find the Organization section on the left-hand menu.

Completing your Annual Partnership Report by March 30th each year makes your organization eligible for all partner benefits including Adoption Rewards, fast-track disaster relief, and other perks!

Information Verification

Please navigate to the "Organization Info" section of the Fluxx Grants Portal and verify that the following information is correct. *Note: Descriptions of organization types may be found on our Animal Welfare Organization (AWO) Grant Application Instructions available on our website and via the link below:*

AWO Grant Application Instructions

Please Select Your Organization Type:	Nonprofit or municipal agency that is responsible for animal control sheltering (legally or contractually obligated or to accept stray dogs or cats)
Is your Executive Officer correctly listed?	YES
Is your Mailing address correctly listed? :	YES
Has your organization submitted the 2019 Annual Partnership Report?	YES

Did your organization have a yearly intake of 250 or more animals in the previous year? Yes

Request Details

The Petco Foundation uses the information provided in your application and Annual Partnership Report to evaluate your organization's effectiveness and efficiency against your peers. Please provide a suggested grant investment amount in the box below. Keep in mind that your award, based on our evaluation of your organization, may differ from your suggested amount.

NOTE: Requests may be submitted for any purpose that is expected to result in an increase in your lifesaving results, or other significant positive lifesaving impact for the animals of your community.

▼ Click here for information on requests $100,000 or above

Investments of $100,000 or more are considered Lifesaving Impact Awards. Your organization must shelter a minimum of 2,500 animals in order to qualify for an award of this size. These types of investments are very limited and require an additional attachment detailing your lifesaving impact plan. You should not submit a lifesaving impact award request unless your organization has a detailed plan to increase the lifesaving rate in your community. Your plan should provide the history of your organization's efforts to save animals, the current state of animal welfare in your community, the purpose for our investment, and how this investment will increase your future lifesaving efforts, including your specific goals and strategies. Please note, investments at this level involve ongoing reporting to the Petco Foundation, participation in ongoing Petco Foundation activities, and utilization of Petco Foundation marketing toolkits. Upload your plan in the "attachment" section of this application.

$-85,000.00
Please describe how this investment will help your organization achieve its lifesaving goals and objectives.

Use of Investment:

The housing units for all animals maintained at the Chickasha Animal Shelter are in excess of 14 years old and are in a complete state of disrepair. Many of the upright kennel runs have exposed wires and metal creating a health hazard for our pet population, as well as creating health and injury hazards for our employees and volunteers. We have a total of two, upright kennel runs. Each kennel run consists of 22 individual units. All 44 need to be replaced. However, one run is slightly newer than the other, so at minimum we need to have one complete run replaced. One run houses 22 dogs. All thee runs are inside units.

Please provide other important information that may be relevant or important to our consideration of your request. Attachments may be added in the Attachments and Certifications section.

Additional Information:

Transfer Partnerships

Provide the names of the top 3 organizations that you transferred animals to in the last calendar year (name of organization, city & state) and the approximate number of animals .

Denver Dumb Friend League / Paws Vanita
Pets & People
Fetch Fido A Flight

Did your organization transfer in animals from shelters other than your local shelter in the last calendar year? : NO

Lost & Found

In your opinion, what are the top tools your community utilizes to help lost pets find their way home? (choose up to three):	Microchip ID tag, Local animal control organization's Lost & Found page , Facebook local lost and found pages
Do you believe we must do better in helping lost pets find their way back to their owners?	Yes
Are existing tools sufficient to help owners find their lost pets or finders of lost pets find the pets owner ?	Yes
Do you believe that a national lost and found database to reunite pets with their owners, utilizing pet facial recognition technology together with a location search would serve to improve return to owner rates and/or decrease the number of stray pets entering the local animal control shelter?	Yes
With the elimination by shelters of breed descriptions, do you believe a pet adoption search utilizing photos to search pets similar would be helpful to shelters and/or adopters?	Yes

Partnership & Recognition

Recognition:
Your recognition of the Petco Foundation to your supporters and within your community encourages Petco customers to feel confident in making a donation to the Petco Foundation at the register when they shop. This fundraising in small amounts (averaging around $2 per transaction) helps support the Foundation's grant investments program in a way that does not diminish your own fundraising efforts. It's incredible that simply by collecting these small contributions we are able to provide more than $30 million in investment support each year!

Are you willing to work with the Petco Foundation, Petco, and any other corporate partner or organization designated by the Petco Foundation to recognize and promote this award?

Agree to recognize investment: Yes

If granted, please describe how you will recognize this award from the Petco Foundation:

Describe recognition:

Newspaper & radio announcements. Information will also be posted on the Police & Animal Welfare Facebook pages as well as the City's local TV channel, Channel 3

Describe your relationship with the Petco Foundation and/or Petco stores if applicable.
Relationship:

We are currently seeking to build a relationship with a local Petco store for in-house adoption events

Documents & attachments

Submission of your request requires the following documents be uploaded in this section. Click the headings below for uploading instructions. Please read the documents required information carefully as failure to upload required documents will result in your application being denied.

▼ Other required documents uploading instructions

To upload:
- Click the plus sign

- Click "add files"
- Select the correct files from your computer
- Use the drop-down menu to add the correct label to each file
- Click "start upload"

Other required documents:

- **IRS Form 990** - All organizations are required to submit their most recent Form 990, excluding schedules. If your organization does not file a Form 990, please attach audited financial statements, if available, or otherwise un-audited financial statements.

Optional documents:
If you are a qualified organization and applying for a **Lifesaving Impact Award**, please upload required document here. If not, other documents commonly associated with requests may include capital campaign materials, sponsorship information, photos or other items. Please limit other documents to those critical to your request.

DOCUMENTS
Animal Control 2019 Financial Statement.pdf **Financial Documents** Added by Goebel Music at 12:06 PM on August 6, 2020
2019-2020 Budget.pdf **Financial Documents** Added by Goebel Music at 12:06 PM on August 6, 2020
scan.pdf **Other Document** Added by Goebel Music at 12:05 PM on August 6, 2020

Certification

- I certify that the leader of the organization (CEO/Executive Director/President or similar title) has reviewed this application and the accompanying Annual Partnership Report that is a part of this application.
- I certify that I am an officer or authorized representative of the organization submitting this application and that all information on this grant application is true and correct in all material respects.
- I agree that any funds granted will be utilized specifically to accomplish lifesaving objectives.
- I agree on behalf of the organization that as a partner of the Petco Foundation any public messaging that includes information about the Petco Foundation shall promote a positive message about helping animals and saving lives.
- I agree on behalf of the organization that its representatives shall not disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm the Petco Foundation or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Petco Foundation.
- I certify and agree that any and all information submitted is not considered confidential, will become the property of the Petco Foundation, and that the Petco Foundation may use such information as it deems appropriate in its sole discretion.
- *If you cannot agree to these conditions, you may not submit this grant application.*

Select "yes" to agree: Yes

Are you submitting this application on behalf of a governmental or municipal agency, department or division?

Select "yes" or "no" Yes

I hereby certify that any grant funds awarded will be utilized and become an additive part of the funding on the animal control sheltering department, shall not supplant or diminish government allocated funds, and shall not be appropriated to the general funds of the municipality.

If you cannot agree to this condition, you may not submit this grant application.

Select "yes" to agree: Yes

IMPORTANT: After you save your form for the last time it is not submitted until you click the "Submit" button at the bottom of this page. If you have not clicked the "Submit" button, your form is not submitted!

FOR IMMEDIATE RELEASE

Contact:
Layce Graham
Chickasha Animal Welfare
405.222.6050
layce.graham@chickashapd.org

Jennifer Perez
Petco Love
foundationmedia@petcofoundation.org

Newly Named Petco Love Invests in Lifesaving Work of Chickasha Animal Shelter

Grant of $7,500 will help save more pet lives in Chickasha, Oklahoma

CHICKASHA, Okla. – (April 20, 2021) – The Chickasha Animal Shelter announced today a $7,500 grant investment from the newly named Petco Love to support their lifesaving work for animals in Chickasha.

"Today Petco Love announces an investment in the Chickasha Animal Shelter and hundreds of other organizations as part of our commitment to create a future in which no pet is unnecessary euthanized," said Susanne Kogut, President of Petco Love. "Our local investments are only one component. This month, we will also launch the first of our national tools to empower all animal lovers to drive lifesaving change right alongside us."

Petco Love is a nonprofit leading change for pets nationally by harnessing the power of love to make communities and pet families closer, stronger, and healthier. Since their founding in 1999 as the Petco Foundation, they've empowered organizations with nearly $300 million invested to date in adoption and other lifesaving efforts. And, they've helped find loving homes for more than 6.5 million pets in partnership with Petco and more than 4,000 organizations, like ours, nationwide.

"The Chickasha Animal Shelter has experienced tremendous growth and has shifted its focus from the thoughts of years ago to that of saving animal lives, enriching them and matching them with a proper friend and owner," said Goebel Music, Assistant Chief of Police. "The funds from Petco Love will replace 20-year-old equipment, ensuring any animal secured within our facility will have a safe, clean, and warm environment while being quarantined, waiting on that special someone to be a part of their life. A proper, clean housing environment is the first step in our lifesaving measures."

The Chickasha Animal Shelter/Animal Welfare Division of the Chickasha Police Department is a not-for-profit within the City of Chickasha that is dedicated to enriching the lives of our "fur"-ever friends. The division educates pet owners, providing them with assistance when possible, and seeks to rehome all abandoned pets and companion animals in Chickasha.

Since 2019, the Animal Welfare Specialists have attended State and National Trainings and have focused on public education in the proper care and treatment of all animals, including assisting Officers with Animal Abuse & Neglect investigations. Our Specialists ensure all animals in our care receive proper medications for any condition they may face. Specialists have worked diligently to reduce our

euthanasia rate from .05 percent down to .016 percent, now euthanizing only in cases where it becomes medically necessary. The Chickasha Animal Shelter has also partnered with numerous transport services to help provide low-cost spay and neuter services to residents.

In the last three fiscal quarters, the Chickasha Animal Shelter has serviced 1,103 total pets. Of those, 127 were either adopted or returned to their owner and 405 were rehomed, achieving a 94.97 percent live release rate. Nearly 600 pets went through our spay & neuter program.

For more information about the Chickasha Animal Shelter / Welfare Division, visit facebook.com/ChickashaAnimalShelter, and click here to learn more about Petco Love.

###

About Chickasha Animal Shelter
The Chickasha Animal Shelter / Welfare Division falls under the supervision of Lt. Traye Alexander of the Chickasha Police Department. Located at 203 N. Genevieve, the division currently has 2 full-time Animal Welfare Specialists and is available for calls 7 days a week. If you have an issue requiring the assistance of an Animal Welfare Specialist, please contact us at 405.222.6050. Our staff seeks to provide education to the public, encouraging everyone to have their pets spayed or neutered, having the proper shots and city licensing.

About Petco Love (Formerly Petco Foundation)
Petco Love is a nonprofit changing lives by making communities and pet families closer, stronger, and healthier. Since our founding in 1999 as the Petco Foundation, we've empowered animal welfare organizations by investing nearly $300 million in adoption and other lifesaving efforts. We've helped find loving homes for more than 6.5 million pets in partnership with Petco and organizations nationwide. Today, our love for pets drives us to lead with innovation, creating tools animal lovers need to reunite lost pets, and lead with passion, inspiring and mobilizing communities and our more than 4,000 animal welfare partners to drive lifesaving change alongside us. Is love calling you? Join us. Visit petcolove.org to be part of the lifesaving work we're leading every day.

Check Date: Apr/14/2021 Check No. 111250

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
9832-041321-46	Apr/13/2021	00119156	7,500.00	0.00	7,500.00
AWO Cycle					

Vendor Number	Name			Total Discounts	
159802	CITY OF CHICKASHA			$0.00	
Check Number	Date		Total Amount	Discounts Taken	Total Paid Amount
111250	Apr/14/2021		$7,500.00	$0.00	$7,500.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • NOT A WHITE BACKGROUND

petco foundation

THE PETCO FOUNDATION
10850 Via Frontera
San Diego, CA 92127

BANK OF AMERICA NT & SA
S,D, COMMERCIAL BANKING 1450

16-66/1220 CHECK NO. 111250

DATE 04/14/2021

CHECK AMOUNT
$ *7,500.00*

PAY
EXACTLY*SEVEN THOUSAND FIVE HUNDRED AND XX / 100* DOLLAR

VOID AFTER SIX MONTHS FROM DATE OF CHECK

TO THE ORDER OF
CITY OF CHICKASHA
117 N 4TH STREET
CHICKASHA, OK 73018

EXPLANATION OF ADDITIONAL SECURITY FEATURES INDICATED ON REVERSE SIDE

petco love

A NONPROFIT CHANGING LIVES

April 14, 2021

Dear Petco Love partner,

On behalf of everyone at Petco Love, we are pleased to provide you with the enclosed grant award in response to your application for our 2020 Animal Sheltering & Adoptions grant cycle. These funds may be used for any lifesaving purpose. Please see your grant approval email for instructions on how to properly acknowledge Petco Love as well as the link to the digital toolkit to help you celebrate your award.

We're honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them.

All of us at Petco Love thank you for your lifesaving work that makes a difference everyday for animals in need.

Susanne Kogut
President
Petco Love

P.S. Petco Love (formally Petco Foundation) desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to Petco Love and that any thank you letters be sent by email only to foundationpartners@petcofoundation.org. We welcome and appreciate recognition on social media, on your website, or in other print and digital communications. We ask that this recognition thank Petco Love, Petco and/or our Petco store partners collectively rather than individual employees of Petco or Petco Love.

Petco Foundation aka Petco Love is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930

654 Richland Hills Drive, San Antonio, TX 78245
petcolove.org

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: Community Development **Agenda Item No. 6.h.**

AGENDA ITEM: Discussion, consideration, and possible action to approve the Request to Vacate Real Property Owned by the City of Chickasha for Applicant Sherrie Carter at 1128 S. 21st Street.

I. BACKGROUND/DESCRIPTION:

- Applicant wishes to close a portion of 21st Street ; the 50' that runs along their existing property. The East half of 21st Street along lots 1-12 in Block 35; along with the alley way located in the applicants back yard that runs perpendicular to lots 13-21 in Block 35.
- The street nor alley was never paved and there are no utilities located with in the street and alley.
- The home owners have maintained this area for many years.
- This street and alley was never developed by the city and has been fenced in by the home owners.
- The Planning Commission approved this request.

II. RECOMMENDED ACTION:

Staff Recommends to approve this request.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

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

Meeting Date: May 3, 2021	(From)	

V. ATTACHMENTS:

1. 1128 s 21st (2)
2. 1128 s 21st (1)
3. Ord. 2021-11 - Vacate Public Way 1128 s 21st

[redacted]

Request to Vacate Real Property Owned by the City of Chickasha

Applicant: Sherrie Carter

Address: 1128 S. 21st Street Chickasha, OK 73018

Email Address/Phone: lonnier in anadarko@gmail.com/4057790261

Location of property: *(state lot and block or attach metes and bounds description of entire lot)*

Lot _____ Block _____ Addition _____ or Description attached X

State your ownership in this lot:

X Fee simple estate ____ Leased fee

____ Easement ____ Renter or leaseholder

____ Other: (describe) _____

This request is to vacate: (please check one)

____ Easement ____ utility ____ access ____ landscape

____ Paved Street

____ Unpaved Right-of-Way

X Other (describe) Allyways & 21st Street

Reason for request:
Never used by public. Family estate maintained for over 100 years. Intend to build home.

To the best of your knowledge, are any utilities located in the easement, including drainage ditched or pipe? Yes ____ No X

I hereby make application for vacation of the above cited property owned by the City of Chickasha. All the statements contained in this application are true to the best of my knowledge and belief. I have attached all required documents (as listed on the instruction sheet).

Signature & Date: Sherrie Carter 3-12-2021

Application fee paid _____

PROOF OF PUBLICATION

In the District Court of Grady County,
State of Oklahoma

1128 S. 21st

Affidavit of Publication

State of Oklahoma, County of Cleveland, ss:
I, the undersigned publisher, editor or Authorized Agent of the Norman Transcript, do solemnly swear that the attached advertisement was published in said paper as follows:

1st Publication March 18, 2021

2nd Publication _____

3rd Publication _____

4th Publication _____

That said newspaper is Daily, in the city of Chickasha, Grady County, Oklahoma, a Daily newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971, as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said Notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publications and not in a supplement, on the above noted dates.

_____
Signature

Subscribed and sworn before me on the 18th day of March, 2021.

Tina Anderson

My commission expires 07-10-24

Notary Public Commission # 20008340

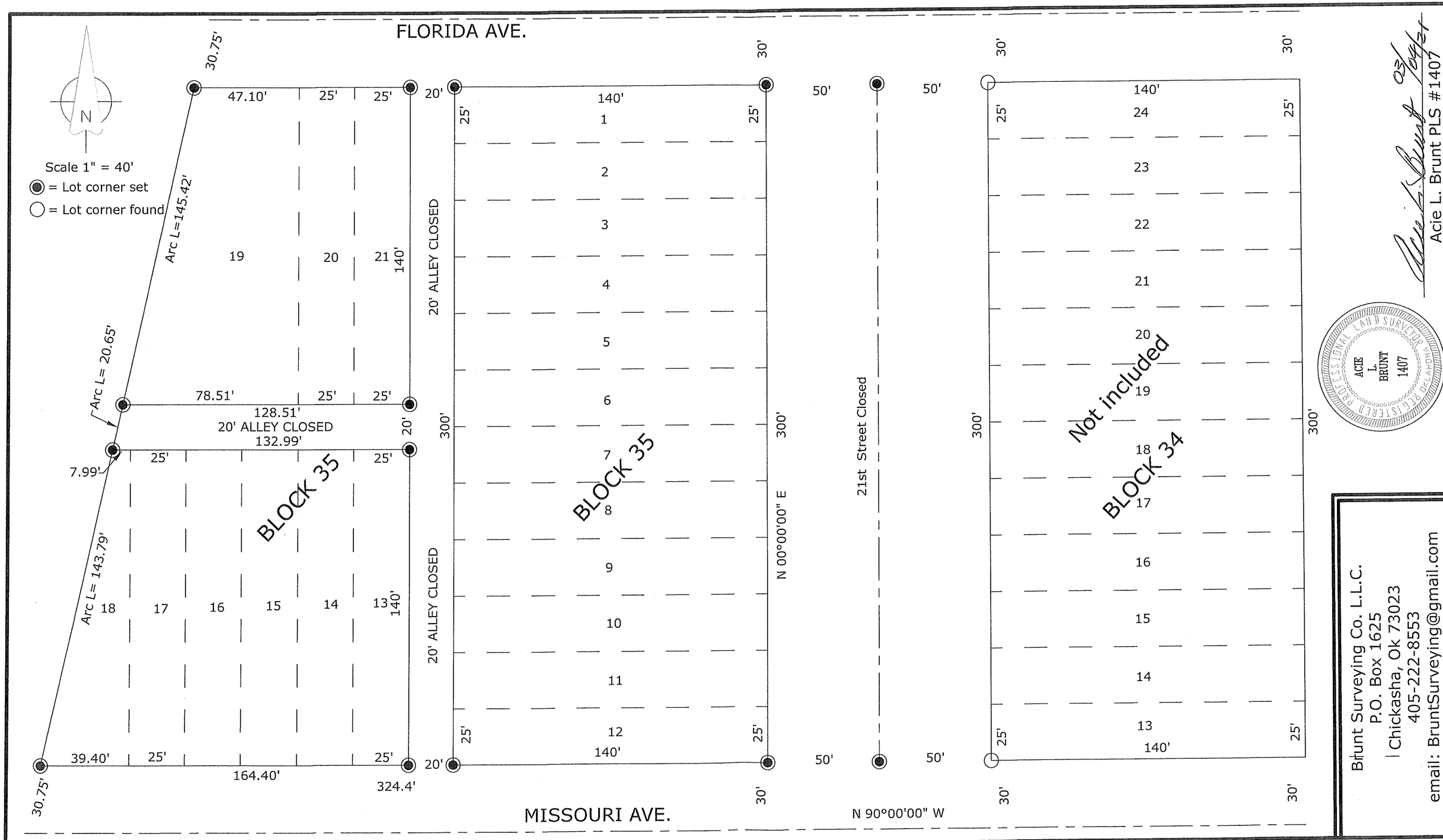
TINA ANDERSON NOTARY # 20008340 EXP. 07/10/24 PUBLIC STATE OF OKLAHOMA

Cost of Publication $ 13.60

PAY TO:
The Express-Star
P.O. Drawer E
Chickasha, OK 73023

Legal Publication
(Published in The Express-Star on March 18th, 2021)

Applicant: Sherri Carter
Legal: 32-07-07-17350 ALL LOTS 13 THRU 24 BLOCK 34 SPARKS 1ST ADDN.
Location: 1128 S 21st 32-07-07-17500 ALL LOTS 10 THRU 18 BLOCK 35 SPARKS 1ST ADDN
From: Community Development
Re: Planning Commission for closing of public way/easement
When: April 13th, 2021 in the City of Chickasha City Council Chambers, City Council hearing at April 19th, 2021 at 6:00 pm
Please contact Community Development with questions or concerns. 405-222-6010


FLORIDA AVE.
MISSOURI AVE.
N
Scale 1" = 40'
= Lot corner set
= Lot corner found
BLOCK 35
BLOCK 35
BLOCK 34
Not included
21st Street Closed
20' ALLEY CLOSED
20' ALLEY CLOSED
N 00°00'00" E
N 90°00'00" W
Arc L=145.42'
Arc L= 20.65'
Arc L= 143.79'
30.75'
47.10'
25'
25'
20'
140'
19
20
21
78.51'
128.51'
132.99'
7.99'
39.40'
164.40'
324.4'
300'
50'
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
23
24
Acie L. Brunt 03/02/21
Acie L. Brunt PLS #1407
PROFESSIONAL LAND SURVEYOR
ACIE L BRUNT 1407
REGISTERED
OKLAHOMA
Brunt Surveying Co. L.L.C.
P.O. Box 1625
Chickasha, Ok 73023
405-222-8553
email: BruntSurveying@gmail.com
Job / Client: Sherry Carter
Date of Survey: 02/02/21
Sheet 1 of 2
CA #2097 LS

Lot One (1) thru Twenty-one (21) Block Thirty-five (35) in Sparks First Addition to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

Description for 21st Street being the West 50 feet of the platted 100 foot easement described as follows:
Beginning at the Southeast Corner of Lot Twelve (12) Block 35
Sparks First Addition to the City of Chickasha
thence N 00°00'00" E a distance of 300 feet to the
NE Corner of Lot One (1) Block 35 Sparks First Addition
thence S 90°00'00" E a distance of 50 feet to the
centerline of 21st Street, thence S 00°00'00" W along
said centerline a distance of 300 feet,
thence N 90°00'00" W a distance of 50 feet to the
SE corner of Lot Twelve (12) Block 35 Sparks First Addition
to the City of Chickasha, Grady County, Oklahoma.

Description for Alley ways in Block 35 Sparks First Addition
City of Chickasha, Grady County, Oklahoma

Described by metes and bounds as follows:
Beginning at the SE corner of Lot Thirteen (13)
Block 35 thence N 00°00'00" E along the East line of
Lot 13 a distance of 140 feet, thence N 90°00'00" W along
thence North line of Lots 13 thru 14 Block 35 a distance of
132.99 feet to the NE corner of Lot 18, to the Existing Railroad
Right of way having a Radius of 3769.72 feet, a chord Length of 20.50 feet, chord bearing of N 12°38'38" E and a Arc Length of 20.65 feet to the SW corner of Lot 19 Block 35,
thence S 90°00'00" E along the South line of Lots 19 thru 21
Block 35 a distance of 128.51 feet to the SE corner of Lot 21
Block 35, thence N 00°00'00" E along the East line of Lot 21
Block 35 a distance of 140 feet to the NE corner of Lot 21
Block 35, thence S 90°00'00" E a distance of 20 feet to the
NW corner of Lot 1 Block 35, thence S 00°00'00" W along the
West line of Lots One (1) thru Twelve (12) Block 35 a distance of 300 feet to the SW corner of Lot Twelve (12) Block 35,
thence N 90°00'00" W a distance of 20 feet to the SE corner of Lot 13 Block 35 and the point of beginning, All being in Block 35
Sparks First Addition to the City of Chickasha, Grady County, Oklahoma.

This Survey was made without the benefit of a Title Commitment Surveyor assumes no liability for any easements or right-of-ways that may or may not cross subject property,
Bearing reference is N 90°00'00" W the centerline line of the Missouri Avenue assumed. Equipment used Model GEOMAX Zenith 35 Pro Sub-Centimeter Accuracy Global Postioning System.

I Acie L. Brunt certify that a Survey was made on the ground under my supervision and it's accuracy is true and correct to
the best of my knowledge.

Brunt Surveying Co. L.L.C.
P.O. Box 1625
Chickasha, Ok 73023
405-222-8553
email: BruntSurveying@gmail.com

REGISTERED PROFESSIONAL LAND SURVEYOR
ACIE L. BRUNT
1407
OKLAHOMA

Acie L. Brunt 03/04/21
Acie L. Brunt PLS #1407

Job / Client: Sherry Carter Date of Survey: 02/02/21 Sheet 2 of 2 CA #2097 LS

Lot One (1) thru Twenty-one (21) Block Thirty-five (35) in Sparks First Addition to the City of Chickasha, Grady County, Oklahoma, according to the recorded plat thereof.

Description for 21st Street being the West 50 feet of the platted 100 foot easement described as follows:
Beginning at the Southeast Corner of Lot Twelve (12) Block 35
Sparks First Addition to the City of Chickasha
thence N 00°00'00" E a distance of 300 feet to the
NE Corner of Lot One (1) Block 35 Sparks First Addition
thence S 90°00'00" E a distance of 50 feet to the
centerline of 21st Street, thence S 00°00'00" W along
said centerline a distance of 300 feet,
thence N 90°00'00" W a distance of 50 feet to the
SE corner of Lot Twelve (12) Block 35 Sparks First Addition
to the City of Chickasha, Grady County, Oklahoma.

Description for Alley ways in Block 35 Sparks First Addition
City of Chickasha, Grady County, Oklahoma

Described by metes and bounds as follows:
Beginning at the SE corner of Lot Thirteen (13)
Block 35 thence N 00°00'00" E along the East line of
Lot 13 a distance of 140 feet, thence N 90°00'00" W along
thence North line of Lots 13 thru 14 Block 35 a distance of
132.99 feet to the NE corner of Lot 18, to the Existing Railroad
Right of way having a Radius of 3769.72 feet, a chord Length of 20.50 feet, chord bearing of N 12°38'38" E and a Arc Length of 20.65 feet to the SW corner of Lot 19 Block 35,
thence S 90°00'00" E along the South line of Lots 19 thru 21
Block 35 a distance of 128.51 feet to the SE corner of Lot 21
Block 35, thence N 00°00'00" E along the East line of Lot 21
Block 35 a distance of 140 feet to the NE corner of Lot 21
Block 35, thence S 90°00'00" E a distance of 20 feet to the
NW corner of Lot 1 Block 35, thence S 00°00'00" W along the
West line of Lots One (1) thru Twelve (12) Block 35 a distance of 300 feet to the SW corner of Lot Twelve (12) Block 35,
thence N 90°00'00" W a distance of 20 feet to the SE corner of Lot 13 Block 35 and the point of beginning, All being in Block 35
Sparks First Addition to the City of Chickasha, Grady County, Oklahoma.

This Survey was made without the benefit of a Title Commitment Surveyor assumes no liability for any easements or right-of-ways that may or may not cross subject property,
Bearing reference is N 90°00'00" W the centerline line of the Missouri Avenue assumed. Equipment used Model GEOMAX Zenith 35 Pro Sub-Centimeter Accuracy Global Postioning System.

I Acie L. Brunt certify that a Survey was made on the ground under my supervision and it's accuracy is true and correct to
the best of my knowledge.

Brunt Surveying Co. L.L.C.
P.O. Box 1625
Chickasha, Ok 73023
405-222-8553
email: BruntSurveying@gmail.com

REGISTERED PROFESSIONAL LAND SURVEYOR
ACIE L. BRUNT
1407
OKLAHOMA

Acie L. Brunt 03/04/21
Acie L. Brunt PLS #1407

Job / Client: Sherry Carter Date of Survey: 02/02/21 Sheet 2 of 2 CA #2097 LS

ORDINANCE NO. 2021-11

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, CLOSING A PORTION OF THE ALLEYWAY AND STREET ALONG BLOCK 35 LOTS 1-21 WITH IN CHICKASHA O-T.

WHEREAS, a request to close 50 feet of the street along block 35 lots 1-12 and the alleyway along block 35 lots 13-21 of the Sparks First Addition and the Planning Commission held a public hearing and voted unanimously to forward a recommendation for approval to the City Council;

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

SECTION 1. The Mayor and Council of the City of Chickasha, Oklahoma deem that it is necessary and expedient to close a portion of the public way along Block 35 lots 1 – 21 of the Amended Plat of Sparks First Addition, City of Chickasha, Oklahoma, and by this Ordinance hereby close said public way more particularly described as:

The public way show on the Amended Plat of Sparks First Addition Block 35 lots 1- 12 a width of 50 feet, all of the alleyway along lots 13-21, City of Chickasha, Grady County, Oklahoma.

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

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

Adopted and approved this 3rd day of May 2021.

_____
Chris Mosley, Mayor

ATTESTED:

_____
Susan M. McDaniel, City Clerk

(SEAL)

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: City Clerk **Agenda Item No. 6.i.**

AGENDA ITEM: Discussion, consideration and possible action to approve appointments/re-appointments to the City Council Finance Committee and appoint a Chairman.

I. BACKGROUND/DESCRIPTION:

With recent elections/re-elections of City Council, appointments and re-appointments to the City Council Finance Committee, and a Chairman appointed. The Mayor's recommendation is as follows:

Ward#
(1) David Sikes, Chairman
(3) Oscar Nelson
(3) R. P. Ashanti-Alexander
(1) Brian Gerdes

II. RECOMMENDED ACTION:

Approve the appointments/re-appointments as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: City Clerk **Agenda Item No. 6.j.**

AGENDA ITEM: Discussion, consideration and possible action to make appointments to the Chickasha Industrial Authority of the City of Chickasha.

I. BACKGROUND/DESCRIPTION:

Appointments need to be made to the Chickasha Industrial Authority to replace Council Members Jim Hopkins and Kimberly Loggins. The Mayor puts forth the following appointments:

Zachary Grayson
1227 S. 20th Street
Chickasha, OK 73018

Clark VanDyck
P. O. Box 1472
Chickasha, OK 73023

II. RECOMMENDED ACTION:

Appoint Zachary Grayson and Clark VanDyck to the Chickasha Industrial Authority as put forth by the Mayor.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

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

Meeting Date: May 3, 2021	(From)	

V. ATTACHMENTS:

City of
CHICKASHA

Meeting Type: Council Meeting 5-3-2021

Meeting Date: 5/3/2021

Department: City Clerk **Agenda Item No. 6.k.**

AGENDA ITEM: Discussion, consideration and possible action to approve a change in bank signatories to Chris Mosley, Mayor, Zachary Grayson, Vice-Mayor, Leasa Furr, Asst. City Manager and Susan McDaniel, City Clerk to all accounts held by the City of Chickasha, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, Chickasha Industrial Authority, or any subsidiary or entity of the governing body of the City of Chickasha has possession of at the following banks:
*** First National Bank**
*** Stillwater National Bank**
*** Arvest Bank**
*** Community Bank of Oklahoma**
*** Bank of Oklahoma**
*** Liberty National Bank**

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve change in bank signatories to Chris Mosley, Mayor, Zachary Grayson, Vice-Mayor, Leasa Furr, Asst. City Manager, Susan McDaniel, City Clerk to all accounts held by the City of Chickasha, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, Chickasha Industrial Authority, or any subsidiary or entity of the governing body of the City of Chickasha has possession of at the following banks:

- First National Bank

- Stillwater National Bank
- Arvest Bank
- Community Bank of Oklahoma
- Bank of Oklahoma Liberty
- Liberty National Bank

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS: