



Agenda

Amended City Commission Meeting

August 01, 2023

6:00 PM

City Administration Building at 130 N Oklahoma Ave.

In accordance with the Americans with Disabilities Act, persons who need accommodation in order to attend or participate in this meeting should contact City Hall at 580-782-2250 no less than 48 hours prior to the meeting in order to request such assistance.

The Commission of the City of Mangum will meet in regular session on August 1, 2023, at 6:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Commission.

ORDER OF BUSINESS

CALL TO ORDER

ROLL CALL AND DECLARATION OF QUORUM

CONSENT AGENDA

The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member (or a community member through a Board member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Board members should so note before adoption of the Consent Agenda.

1. Approve July 11, 2023 meeting minutes as presented.
2. Approve July 20, 2023 special meeting minutes as presented.
3. Approve July 2023 claims.
4. Approve financials for all departments.
5. Approve August 2023 estimated payroll.

FURTHER DISCUSSION

Consideration of any items removed from the consent agenda.

REMARKS

Remarks or inquiries by the audience not pertaining to any item on the agenda.

REPORTS

6. Financial report for July 2023.

ORDINANCES & RESOLUTIONS

7. Discussion and possible action with regard to adopting Ordinance No. _____ which will adopt and authorize the City of Mangum to enforce state-mandated minimum building codes to allow the City of Mangum to issue its own building permits, in accordance with 11 O.S. 14-107 and 74 O.S. 324.11.

OTHER ITEMS

8. Discussion and possible action with regard to adopting the jail agreement between Greer County and the City of Mangum for housing city inmates.
9. Discussion and possible action on the request from the Mangum Housing Authority to retain the P.I.L.O.T (Payment in lieu of Taxes) funds in the amount of \$5,860.00 for this year, or at least the the amount of \$2195.00 for the upkeep of the Mangum City Property located west of the MHA's facility. The Housing authority is requesting \$2195.00 which includes 23 mowing's at \$75.00 per mow = \$1,725.00, 2 sprays at \$235.00 = \$470.00, this would leave a balance due to the City in the amount of \$3665.00.
10. Discussion and possible action with regard to contracting with Fox, Dreschler, and Brickley, of Altus, OK, to act as the City of Mangum's building inspector for purposes of issuing building permits.
11. Discussion and possible action with regard to reviewing, adopting, revising, or otherwise discussing the Interlocal Agreement between the City of Mangum, the Mangum Utility Authority, and the Mangum Public Schools for the operation and maintenance of the golf course.
12. Discussion and possible action with regard to setting a date and time to discuss a strategic plan concerning the economic development for the City of Mangum, where matters of transferring property, financing, or the creation of a potential proposal to entice a business to remain or to locate to Mangum where public disclosure may interfere with the development of products or services.
13. Discussion and possible action with regard to entering into a contract with Bill Myers engineering to apply for an AMR DEQ Grant.
14. Discussion and possible action with regard to applying for an AMR DEQ Grant.
15. Discussion and possible action with regard to authorizing Bill Myer's engineering to apply for a DEQ wastewater discharge permit to allow the City of Mangum to discharge wastewater, which has been treated and cleansed of all pollutants and environmental hazards, into any creeks or waters. Currently, the City of Mangum is only allowed to discharge onto land directly east and south of the lagoon site.
16. Discussion and possible action with regard to entering into a contractual arrangement with the Greer County Chamber of Commerce for use of the Mangum Welcome Center.
17. Discussion and possible action with regard to amending our ordinances as it relates to "wild animals" being kept within city limits. Basically, the ordinances are somewhat outdated and confusing because it either applies to individuals or only individuals operating some sort of traveling show.

18. Discussion and possible action to accept or review the best and most responsible bid to purchase a commercial mower for the Parks/Cemetery department.
19. Discussion with regard to notifying the board of the current situation involving the FY2023 audit including the timeframe of completion and potential findings.

EXECUTIVE SESSION

20. Discussion and possible action to enter into executive session in discussing the compensation of the city clerk, with possible executive session in accordance with 25 O.S. 307(B)(1).

OPEN SESSION

21. Discussion and possible action with regard to executive session.

EXECUTIVE SESSION

22. Discussion and possible action to enter into executive session in regard to the hiring of a city manager, in accordance with 25 O.S. 307(B)(1).

OPEN SESSION

23. Discussion and possible action with regard to executive session.

STAFF AND BOARD REMARKS

Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees

NEW BUSINESS

Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)

ADJOURN

Motion to Adjourn

Duly filed and posted at 1:54 PM on July 31, 2023 by the City Clerk.

Erma Mora, City Clerk



City Commission Meeting

July 11, 2023 at 6:00 PM

City Administration Building at 130 N Oklahoma Ave.

Record of Minutes

The Commission of the City of Mangum will meet in regular session on July 11th 2023, at 6:00 PM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Commission.

ORDER OF BUSINESS

CALL TO ORDER

Vice-Mayor Peterson called the meeting to order at 6:00pm.

ROLL CALL AND DECLARATION OF QUORUM

PRESENT

Commissioner Mark Chapman
Commissioner Dixie Peterson
Commissioner Judith McCaslin
Commissioner Michelle Huckabay

ABSENT

Mayor Menasco

CONSENT AGENDA

The following items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member (or a community member through a Board member) so requests, in which case the item will be removed from the Consent Agenda and considered separately. If any item involves a potential conflict of interest, Board members should so note before adoption of the Consent Agenda.

Motion to approve consent agenda items as presented.

Motion made by Commissioner McCaslin, Seconded by Commissioner Chapman.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

1. Approve June 6, 2023 minutes for special meeting/public hearing.
2. Approve June 6, 2023 meeting minutes as presented
3. Approve June 12, 2023 special meeting minutes as presented.
4. Approve July 7, 2023 special meeting minutes as presented.
5. Approve June 2023 claims.
6. Approve financials for all departments

7. Approve July 2023 estimated payroll.

FURTHER DISCUSSION

Consideration of any items removed from the consent agenda.

None.

REMARKS

Remarks or inquiries by the audience not pertaining to any item on the agenda.

Soggy Lama owners, Kevin & Stephanie Fogerson speak on the name of their business. The Fogerson's want the community to know that the rumor of their business name does not mean what some of the public think it means. The name of the coffee shop "Soggy Lama" was named after one of their best friends. They informed the board and public that, in the urban dictionary a Soggy Lama means something derogatory, and they would never do something like that.

ORDINANCES & RESOLUTIONS

8. Discussion and possible action to approve an ordinance granting to Cable One Inc. D/B/A Sparklight the nonexclusive right, privilege and franchise to construct ,operate and maintain a cable system in, upon, along, across, above, over, and under streets, alleys, easements, open areas, public ways, and public places now laid out or dedicated, and all extensions thereof and additions thereto, in the city of Mangum, Oklahoma: providing terms and conditions for the operation of such cable system and the payment of fees therefore.

Motion to approve.

Motion made by Commissioner Chapman, Seconded by Commissioner McCaslin.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

9. Discussion and possible action to approve resolution No. 2023-26, removing Larry Miller from the bank accounts and adding Dixie Peterson and Mark Chapman to them.

Motion to approve.

Motion made by Commissioner Chapman, Seconded by Commissioner Huckabay.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

OTHER ITEMS

10. Discussion and possible action with regard to reviewing the cost to lease aircraft hangars at the Mangum Municipal Airport with the advice of the Mangum Municipal Airport Board.

No action.

11. Discussion and possible action with regard to appointing the following persons to Mangum-Greer County Metropolitan Area Planning Commission: Mark Chapman, Justin Spears, Kevin Adams, Roger Lively, and Greg Miller

Motion to approve.

Motion made by Commissioner McCaslin, Seconded by Commissioner Chapman.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

12. Discussion regarding reviewing various fees the City of Mangum charges for various services, leases, and activities the City engages in.

No action.

13. Discussion and possible action for approval of an estimated cost in the amount of \$8,570 for the Wastewater Improvement project.

Clyde Morgan speaks about the lagoon project and speaks on the additional estimated cost for the project.

Motion to approve.

Motion made by Commissioner Chapman, Seconded by Commissioner McCaslin.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

14. Discussion and possible action to approve the engagement letter with Jana A. Walker, CPA for the FY23 audit.

Motion to approve.

Motion made by Commissioner Chapman, Seconded by Commissioner McCaslin.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

15. Discussion and possible action with regard to authorizing advertising for hiring another office personnel to assist with general office tasks, billing, and payroll.

Motion to approve.

Motion made by Commissioner Chapman, Seconded by Commissioner Huckabay.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

EXECUTIVE SESSION

16. Discussion and possible action with regard to the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of the Chief of Police, with possible executive session in accordance with 25 O.S. 307(B)(1).

Motion to enter into executive session at 6:23pm.

Motion made by Commissioner Chapman, Seconded by Commissioner McCaslin.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

Vice Mayor Peterson declared out of executive session at 7:53pm.

OPEN SESSION

17. Discussion and possible action with regard to executive session.

Motion to hire Lance Taylor as Chief of Police, effective August 1, 2023.

Motion made by Commissioner Chapman, Seconded by Commissioner McCaslin.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

STAFF AND BOARD REMARKS

Remarks or inquiries by the governing body members, City Manager, City Attorney or City Employees

None.

NEW BUSINESS

Discussion and possible action on any new business which has arisen since the posting of the Agenda that could not have been reasonably foreseen prior to the time of the posting (25 O.S. 311-10)

None.

ADJOURN

Motion to Adjourn

Motion to adjourn at 7:55pm.

Jackie Menasco, Mayor

Erma Mora, City Clerk



Special City Commission Meeting

July 20, 2023 at 9:00 AM

City Administration Building at 130 N Oklahoma Ave.

Record of Minutes

The Commission of the City of Mangum will meet in special session on July 20, 2023, at 9:00 AM, in the City Administration Building at 130 N. Oklahoma Ave, Mangum, OK for such business as shall come before said Commission.

ORDER OF BUSINESS

CALL TO ORDER

Mayor Menasco called the meeting to order at 9:00am.

ROLL CALL AND DECLARATION OF QUORUM

PRESENT

Mayor Jackie Menasco
Commissioner Mark Chapman
Commissioner Judith McCaslin
Commissioner Michelle Huckabay

ABSENT

Commissioner Dixie Peterson

OTHER ITEMS

1. Swearing in of Lance Taylor for Chief of Police to be effective on August 1st, 2023.
2. Mayor Jackie Menasco to administer the oath of office to Lance Taylor.

Mayor Jackie Menasco swears in Chief Lance Taylor and administers the oath of office. The Mayor calls up his family for the pinning of the new Chief.

Chief Taylor speaks on his history in law enforcement and his loyalty during his career. Chief Taylor expresses his excitement at the changes coming to the Mangum Police Department and his future with the department.

ADJOURN

Motion to Adjourn at 9:16am.

Motion made by Commissioner Chapman, Seconded by Commissioner McCaslin.

Voting Yea: Commissioner Chapman, Commissioner McCaslin, Commissioner Huckabay

Jackie Menasco, Mayor

Erma Mora, City Clerk

PAYROLL ESTIMATE FOR
AUGUST 2023

CITY:

Regular Time \$88,038.11

Overtime \$2,065.28

MUA:

Regular Time \$22,031.53

Overtime \$700.93

Approved on:

Erma Mora – City Clerk

State of Oklahoma)
)
 County of Greer)

JAIL AGREEMENT

This agreement made and entered into on this the ____ day of _____, 2023, by and between the Commissioners of the City of Mangum, hereinafter referred to as City, and the Board of County Commissioners of the County of Greer, State of Oklahoma, hereinafter referred to as County, WITNESSETH:

1. City and County agree to and shall maintain and operate a joint jail facility as set forth hereinafter.
2. The building and all appurtenant structures for housing the joint jail facility will be provided by the County. The maintenance of said building and appurtenances will be the responsibility of the County. It will be the responsibility of the County to ensure that facility conditions meet all safety, sanitary and hygienic standards.
3. All remodeling and modifications of the jail will be the responsibility of the County. Major rehabilitation and capital outlay needs will be determined by the County Commissioners. Funds made available to the City or County by the State or Federal agencies will be applied to the designated purpose.
4. The City shall be responsible for providing all dispatch personnel and the supervision thereof.
5. The County shall be responsible for providing all jailer personnel and the supervision thereof.
6. Food services will be the responsibility of and provided by the County, provided, however, that the County will be reimbursed by the City, at the contract rate of Forty-six dollars (\$46.00) / day. A booking fee of \$50.00 will also be assessed for each booking. For the purposes of this paragraph, "city prisoner" means anyone incarcerated at the jail on a city charge. If a city officer makes an arrest on a county or state charge, that individual will be considered a county prisoner upon booking.
7. Prisoners shall be the responsibility of the City or County, as determined by the criminal charges filed. Medical care and health services for City prisoners shall be provided by the City. Medical care and health services for County prisoners shall be provided by the County. All other incidental expenses, including but not limited to blankets, coveralls, and laundry, will be the responsibility of the County.
8. The City and County shall each be responsible for the expense of installation, maintenance, and operation of separate telephone services. All other utilities will be provided at County expense.

9. The primary radio base station will be provided by the County, and the expense of all maintenance, repairs, and replacement shall be borne by the County. All mobile radio equipment shall be paid for and maintained by the entity owning the same.
10. The Sheriff, as provided by law, shall be responsible for the day-to-day operations of the joint facility.
11. An advisory board shall rule on definitions of policy, grievances, and all matters for arbitration. This Advisory Board shall be composed of the Chairman of the Board of County Commissioners, Mayor, County Sheriff, Chief of Police and one citizen of Greer County selected by the four board members. The term of the Advisory Board shall be co-terminus with the term of the County Commissioners.
12. Either party may terminate this agreement upon six months' notice to the other.

CITY OF MANGUM

COUNTY OF GREER

Date: _____

Date: _____

Jackie Menasco, Mayor_____
Mark Barnes, Chairman_____
Steven Fite, Vice-Chairman

ATTEST:

Erma Mora, City Clerk_____
Brent York, Member

ATTEST:

Tiffany Buchanan, County Clerk



COMMISSIONERS

Leonard Vickers-Chairperson

Steve Richert-Vice Chairperson

Board Members-

Christina Ramirez- Terry Williams-Angi Young

Mangum Housing Authority

525 E. Lincoln – P O Box 486– Mangum, Okla. 73554

Phone (580) 782-3560 * Fax (580) 782-2456

E-mail ok039mangum@sbcglobal.net

Diania Kendall – EXECUTIVE DIRECTOR

Ally Kendall-Office Secretary

Juan Cantu-Maintenance

Item 9.

July 11, 2023

Jackie Menasco

Mayor/City Manager

Mangum, Ok. 73554

Dear Jackie Menasco:

The Mangum Housing Authority of the City of Mangum provides housing for low-income families. The housing program is subsidized by the U.S. Department of Housing and Urban Development. It is always a challenge to use our operating subsidies wisely.

The goal of the Mangum Housing Authority is to maintain a clean and desirable environment for the residents of the Mangum Housing Authority. It would be very helpful if we could retain the P.I.L.O.T of \$5,860.00 funds for this year and so request the forgiveness for the fiscal year ending September 30, 2022.

If Mangum Housing Authority's request to retain the P.I.L.O.T of the fiscal year ending September 30, 2022 is not granted, then MHA is requesting relief in the amount of \$2,195.00 for the upkeep of the Mangum City Property located west of MHA's facility totaling:

(23) Mows @ \$75.00 per/mow = \$1,725.00

(2) Sprays @ \$235.00 per/spray= \$ 470.00

Totaling \$2,195.00

$(\$5,860.00 - \$2,195.00 = \text{Total of } \$3,665.00 \text{ (P.I.L.O.T Balance)})$

Thank you for your consideration and immediate response.

Sincerely,

Diania Kendall Executive Director

Jackie Menasco: APPROVED _____

Mayor/City Manager

Mangum, Oklahoma

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Mangum (“Owner”)

and

Myers Engineering, Consulting Engineers, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water Meter System Replacement – DWSRF Funding (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Bid Document Preparation and Oklahoma Department of Environmental Quality (ODEQ) Approval with Engineering Report,
Bidding or Negotiating Phase, and Engineering During Construction Phase (Myers Project Number 223138)

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01.
- B. Engineer shall complete its services within a reasonable time.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding **6 months**. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state of Oklahoma.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2013 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option

and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
1. Bid Documents Preparation and ODEQ Approval with Engineering Report – a lump sum fee of **\$12,500.00**
 2. Bidding Phase – a lump sum fee of **\$7,500.00**
 3. Engineering During Construction Phase – a lump sum fee of **\$27,900.00**
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

Attachments: Exhibit A, Engineer's Services
 Exhibit B, Owner's Responsibilities.
 Exhibit I, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: Jackie Menasco

Title: Mayor

Date Signed:

Address for giving notices:

City of Mangum

130 N. Oklahoma

Mangum, OK 73554

ENGINEER:

By: William T. Myers, P.E.

Title: President

Date Signed: June 27, 2023

Engineer License or Firm's Certificate
 Number: CA 121

State of: Oklahoma

Address for giving notices:

William T. Myers, P.E., Principal Engineer

Myers Engineering, Consulting Engineers, Inc.

13911 Quail Pointe Drive

Oklahoma City, OK 73134

MEC Project No. 223138

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Short Form of Agreement between Owner and Engineer for Professional Services** dated ____, ____.

Engineer's Services

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase* N/A for this project

A1.02 *Preliminary Design Phase* N/A for this project

A1.03 *Final Design Phase* N/A for this project

A1.04 *Bidding Document Preparation and Oklahoma Department of Environmental Quality (ODEQ) Approval with Engineering Report*

A1.05 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
2. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
3. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
4. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
6. ~~Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:~~ [N/A]

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.06 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* N/A for this project
3. *Construction Surveying and Staking.* Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.7, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
4. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.P.
5. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
6. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

10. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
11. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
12. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
13. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
14. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
15. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
16. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final

payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

17. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
 18. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 19. ~~*Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables:~~
[N/A].
 20. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

PART 2 – ADDITIONAL SERVICES

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
16. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
17. Preparation of operation and maintenance manuals.
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

20. Assistance in connection with the adjusting of Project equipment and systems.
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. Overtime work requiring higher than regular rates.
24. Davis Bacon Wage Interviews.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- B. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
 9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the

Short Form of Agreement between Owner and Engineer for Professional Services dated ____, ____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: [N/A]

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Short Form of Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix I and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Hourly rates for services performed on or after the Effective Date are:

**MYERS ENGINEERING, CONSULTING ENGINEERS,
INC.**

FY 2023 Departmental Hourly Rates

Effective as of 1-1-2023

Member Description	Department	
CADD Technician Level 1	CADD	\$ 101.00
CADD Technician Level 2	CADD	\$ 135.00
Inspector Level 1	Construction Mgmt	\$ 113.00
Inspector Level 2	Construction Mgmt	\$ 129.00
Engineering Assistant-1	Engineering	\$ 84.00
Engineering Assistant-2	Engineering	\$ 100.00
Engineering Assistant-3	Engineering	\$ 106.00
Engineering Intern	Engineering	\$ 135.00
Design Engineer	Engineering	\$ 179.00
Project Engineer	Engineering	\$ 253.00
Principal Engineer	Engineering	\$ 265.00
Professional Hydrologist	Engineering	\$ 253.00
Licensed Surveyor	Survey	\$ 191.00
GPS Crew	Survey	\$ 184.00
Design Surveyor	Survey	\$ 135.00
Survey Technician	Survey	\$ 135.00
Survey Assistant-1	Survey	\$ 61.00
Survey Assistant-2	Survey	\$ 101.00

Hustler Turf
 200 S. Ridge Road
 Hesston, KS 67602
 (620) 327-4911
 HustlerTurf.com



Quote valid for 30 days

OKLAHOMA STATE CONTRACT #SW196

DATE: 07/21/2023

QUOTE: 0721DO23

AGENCY:

CITY OF MANGUM
 ERMA MORA
 301 NORTH OKLAHOMA AVE., MANGUM, OK 73554
 580-782-2250
ERMA.MORA@CITYOFMANGUM.NET

DEALER: 120416

Rent City Of Altus Inc
 MIKE HATHAWAY
 1003 N Main St, Altus , OK, 73521
 580 482 2134
rentcityaltusinc@gmail.com

QTY.	PART #	DESCRIPTION	CURRENT MSRP	CONTRACT PRICE	TOTAL
1	941724	FasTrak Kawasaki FT691 (22hp) 48"	\$9,245.00	\$6,749.00	\$6,749.00
				Total	\$6,749.00

Terms & Instructions

Price is valid only when PO is made out to Hustler Turf Equipment, Inc.
 Please include a copy of your Tax Certification with PO

Email: outdoorgovtsales@sbdinc.com

TERMS AND CONDITIONS OF RENTAL CONTRACT

For good and valuable consideration, you and D.J.'s Rentals and Sales, Inc., an Oklahoma corporation (hereinafter, "DJRS," Lessor, "we," "us" and "our") agree as follows:

1. As used herein, "P.1" means the first page or "face" of this Contract; "Contract" means P.1 together with these Terms and Conditions of Rental Contract, "Rented Item(s)" or "Item(s)" means the item(s) rented to you, as identified on P.1 (including any Instructions per Section [or "\$"] 5; "Site" means address where the Item(s) will be delivered and/or used, as set forth on P.1; and "Customer," "Lessee," "you" and "your" mean the customer or lessee identified on P.1.
2. You agree to rent from DJRS the Rented Item(s) for the period(s) specified on P.1 (the "Term"). You agree to pay DJRS the rent set forth on P.1 (the "Rent"), together with any other charges accruing hereunder, without proration, reduction or setoff, until all Rented Item(s) is/are returned to and accepted by DJRS in the condition required under § 4. Unless otherwise specifically agreed by DJRS, all rental rates are for normal use of the Rented Item(s) on: (a) a single-event basis for special events-related Items (including without limitation, tables, chairs, inflatables and concession equipment); and (b) a single-shift basis for all other Items (including without limitation, vehicles, tools and equipment), not exceeding 8 hours per 24-hour period for which Rent is charged (a "Day"), 40 hours per 7-Day period, and 160 hours per 28-Day period, and otherwise in accordance with the terms hereof and the "Instructions" described in § 5. Additional amounts will be due for overuse, misuse and late returns. No allowance will be made for weekends, holidays, time in transit or any other period of nonuse. We have estimated the Rent based on your estimate of the length of the Term (the "Estimated Rent"). You agree: (a) to pay us: (i) the Estimated Rent, together with any deposit specified on P.1 in advance (together, the "Prepayment"); and (ii) any additional amounts coming due hereunder upon demand; and (b) that: (i) we may deduct any amount you owe us from any Prepayment; (ii) no interest will accrue on any Prepayment; (iii) no Prepayment will be deemed a limit of your liability to us; and (iv) all Prepayments are **NON-REFUNDABLE** unless otherwise agreed in writing by DJRS. Anything remaining with, in or on any Rented Item(s) upon return will be deemed surrendered and abandoned.
3. You will ensure the Site is reasonably clean, safe, secure and otherwise fit for delivery and use of the Rented Item(s). If we agree to provide any services (including delivery and/or retrieval), you will: (a) pay our regular charge(s) for the same, and for all waiting time; (b) be present at the Site at the agreed time(s); and (c) ensure our personnel have full access to the Site at all times. We will not be responsible for delay(s) caused by other parties, including providers of other goods or services ("Other Providers") for which you hereby release, indemnify and hold harmless DJRS. If you are not present upon our delivery or retrieval of any Item(s), you agree to accept the statements of our representatives regarding the same (including the status, condition and quantities of the Item(s) and the Site).
4. You agree to protect, properly maintain and care for each Rented Item at all times, keep it safely and securely stored and locked when not in use, and return it to us on time, clean and otherwise in good order, condition and repair, properly serviced and maintained, and if applicable, full of the appropriate fuel, fluid and lubricants. If you fail to do so, in addition to the amounts set forth on P.1, you will pay us: (a) Rent for each succeeding full rental period until all Rented Item(s) have been returned or replaced as required; and (b) all costs and expenses we incur in connection with such failure. Certain Items may be delivered on pallets, or in crates, cartons or boxes, and may be stacked, bagged, racked, folded, rolled and/or strapped ("Packed"). Upon return, you will ensure that all Rented Items are properly Packed. **YOU AGREE NOT TO PACK ANY RENTED ITEM UNLESS IT IS COMPLETELY DRY. IMPROPER PACKING, OR PACKING ITEMS THAT ARE WET OR DAMP, MAY RESULT IN MOLD, MILDEW OR OTHER DAMAGE, FOR WHICH YOU WILL BE LIABLE.**
5. Upon your execution of this Contract (or upon later delivery of the Item(s), unless you immediately reject it/them), you represent, warrant and agree that: (a) each Item: (i) is in good repair and operating condition and is in all ways acceptable to you; (ii) is appropriate for your purposes; and (iii) was selected (not based on any recommendation by DJRS), examined and inspected solely by you or your agents; and (b) you: (i) have received, read and understood the training, instructions, user manuals, maintenance requirements, and other information, if any (including all applicable EPA, OSHA, NFPA, IBC, IFC, IEEE, ASSE, ASME and/or ANSI Standards) pertaining to the Rented Item(s) (collectively, "Instructions"); (ii) will fully comply therewith (including Tier 4, Silica Dust, and Electronic Logging Device requirements); (iii) have been made aware of the need to use all recommended and required safety equipment (including FALL and respiratory PROTECTION DEVICES); (iv) will give all required notice(s) to, and obtain all necessary licenses, authorizations and permits from, the appropriate governmental authorities and the Site's owner(s); (v) will advise all utilities and cable companies before driving stakes or using any Item(s) to dig or disturb the ground surface (call 811 or 800-522-6543, and go to www.callokie.com); (vi) will immediately cease using any Item that breaks down, malfunctions or proves defective (a "Malfunction"); and (vii) will ensure that all others comply herewith at all times.
6. In the event of a Malfunction, you will immediately notify DJRS, and provided such Malfunction did not result from or in connection with your breach of any provision of this Contract, we will, at our option: (a) repair the subject Rented Item; (b) provide you with a comparable item as soon as reasonably possible; or (c) return the unused portion of the Rent and cancel this Contract. The foregoing remedies are EXCLUSIVE. DJRS will have no other obligation(s) regarding Malfunctions, all of which you hereby waive (including incidental and consequential damages) as provided in § 10.
7. Except with respect to Items we rent from one or more third parties (each, a "TPO") and then re-rent to you ("Re-Rented Item(s)"), DJRS owns and will retain title to all Rented Items at all times. Your only right with respect to such Item(s) (including Re-Rented Item(s)) is to use it/them in full compliance with this Contract during the Term. You will not permit the taking or existence of any lien, claim, security interest or encumbrance on any such Item. **YOU SHALL NOT loan, transfer, store, sublease, surrender possession of, encumber or assign any Rented Item or this Contract without the prior written consent of DJRS (in its sole discretion).** DJRS may sell and/or assign all or any part of its interests in the Rented Item(s) and/or this Contract, in which event, you will attorn to the assignee, who will not be responsible for any pre-existing obligations or liabilities of DJRS.
8. **WARNINGS:** TENTS, INFLATABLES and other "TEMPORARY STRUCTURES" (herein so called), AS WELL AS LIFTS, SCAFFOLDS, GENERATORS, AND POWERED EQUIPMENT AND TOOLS (INCLUDING ITEMS USED FOR DIGGING, DRILLING, CUTTING, COMPACTING, BREAKING, BORING, LOADING, TOWING AND/OR HAULING), CAN BE **DANGEROUS**. MAY MOVE, SHIFT, TIP, SINK, OVERTURN, LEAK, OR COLLAPSE, PARTICULARLY DURING SEVERE WEATHER AND/OR ON STEEP TERRAIN. EXERCISE EXTREME CARE WHEN DEALING WITH SUCH ITEM(S). YOU AGREE TO PROVIDE ANY AND ALL REQUIRED FAMILIARIZATION, TRAINING, INSTRUCTIONS AND WARNINGS TO ALL USERS, OPERATORS AND OCCUPANTS OF THE RENTED ITEM(S), and ensure that each Rented Item is used reasonably, safely and only: (a) for its intended purposes(s); (b) within its rated capacity; (c) unless otherwise specifically agreed by DJRS, at the Site; (d) by properly trained, qualified, certified and/or licensed (as applicable) ADULTS; and (e) otherwise in full compliance with the Instructions as well as all applicable laws, rules and regulations, at all times. You will not, nor will you permit anyone else to: (i) abuse, misuse, overuse, remove from the Site, reposition, conceal, store, repair, modify or damage any Rented Item; (ii) violate any applicable law, policy of insurance or warranty; or (iii) take possession of or exercise control over any Rented Item without our prior consent (in our sole discretion). **YOU SHALL ALSO: (A) ENSURE THAT ALL CHILDREN IN, ON, OR NEAR ANY RENTED ITEM(S) ARE SUPERVISED BY A COMPETENT ADULT AT ALL TIMES; AND (B) post in a conspicuous place, an OSHA-compliant EVACUATION PLAN for all Temporary Structures.**
9. DJRS IS NOT THE MANUFACTURER OR DESIGNER OF ANY OF THE RENTED ITEM(S), ALL OF WHICH ARE PROVIDED **"AS-IS,"** NEITHER DJRS NOR ANY TPO, MAKES ANY WARRANTY(ies), EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY(ies) OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTION, DESIGN, QUALITY, CAPACITY, FREEDOM FROM DEFECTS AND/OR good and WORKMANLIKE PERFORMANCE, AS WELL AS ANY WARRANTY(ies) ARISING FROM OR IN CONNECTION WITH COURSE OF DEALING, COURSE OF PERFORMANCE AND/OR USAGE OF TRADE) REGARDING ANY ITEM(S) OR SERVICE(S) PROVIDED BY DJRS OR ANY TPO, NOR DOES DJRS OR ANY TPO MAKE ANY WARRANTY AGAINST INTER-FERENCE OR INFRINGEMENT, ALL OF WHICH YOU WAIVE. NO DESCRIPTIONS, SPECIFICATIONS, DEPICTIONS, OR ADVERTISEMENTS CONSTITUTE REPRESENTATIONS OR WARRANTIES BY DJRS or any tpo, all of which you hereby waive.
10. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU: (A) ASSUME ALL RISK OF PERSONAL AND bodily INJURY, LOSS, PROPERTY DAMAGE, DESTRUCTION AND CONTAMINATION OF, TO, AND/OR ARISING IN CONNECTION WITH, THE ITEM(S) AND SERVICE(S) REFERENCED IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ALL LIABILITIES, CLAIMS, DAMAGES, losses, costs and expenses (including attorneys' fees) ARISING from and/or IN CONNECTION WITH THE SELECTION, PROVISION, INSPECTION, DESIGN, MANUFACTURE, USE, LOADING, UNLOADING, TRANSPORTATION, DEMONSTRATION, installation, STORAGE, SERVICING, MAINTENANCE, REPAIR, DELIVERY AND/OR RETRIEVAL OF SUCH ITEM(S) AND/OR SERVICE(S), WHETHER OR NOT YOUR FAULT (collectively, "risks"); **(B) RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, DJRS AND EACH TPO,** and their respective owners, shareholders, managers, officers, directors, agents, employees, insurers, subrogees, representatives, successors and assigns (collectively, the "Indemnitees"), for, from and against all such Risks, as well as all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising from and/or in connection with your breach of this Contract; and **(C) WAIVE** all rights and remedies available under the Uniform Commercial Code, as well as all incidental, consequential, special, exemplary and punitive damages, against the Indemnitees (and each of them).
11. You agree to maintain all insurance we may require, including without limitation: (a) liability insurance with minimum limits of \$1,000,000 per occurrence; (b) property damage/inland marine insurance covering all Rented Items for the full (new) replacement value thereof; and (c) workers' compensation insurance covering all of your employees. Whenever possible, such policies shall: (a) name DJRS as an additional insured and loss payee; (b) waive subrogation against us; (c) be primary and non-contributory; and (d) include such other provisions (including deductibles) as we may require.
12. If and only if, we have offered and you have purchased and paid for our **Optional Limited Damage Waiver ("ldw")** (set forth on P.1, if available) prior to commencement of the Term, you will have no liability to us for 80% of the first \$25,000 of repair/replacement costs for Item(s) covered by LDW ("Covered Item(s)"). You will, however, remain fully liable for: (a) all loss of and damage to: (i) Item(s) not covered by LDW; (ii) Covered Item(s) lost or damaged as a result of: (A) your breach of this Contract; (B) theft or other failure to timely return Covered Item(s) to us; (C) gross negligence, misuse and/or abuse of Rented Item(s) (including without limitation, submerging, overturning and overloading); (D) vandalism and/or malicious mischief; (E) use of alcohol or drugs; and/or (F) use of any item in violation of any law, warranty or insurance policy; (iii) batteries, glass, tires, tubes, tracks, booms, belts, chains, knobs and/or hoses; (b) 20% of the first \$25,000 of repair/replacement costs for Covered Item(s); and (c) all repair and replacement costs exceeding \$25,000 in the aggregate across all Covered Item(s). You may decline LDW if you provide the property damage/inland marine insurance referenced in § 11. **LDW IS NOT INSURANCE, NOR IS IT A WARRANTY.**
13. To the maximum extent permitted under applicable law, you grant us a lien on all real and personal property placed in or on, affixed to, and/or improved with, any Rented Item(s). We may, without notice or liability to you, inspect and/or monitor (in person or electronically) any Rented Item(s) at any time, and all information thereby obtained will be our exclusive property. If any performance required of us is delayed or impaired as a result of any act or omission of any Other Provider(s) or any "Act of God" (any event, fact or circumstance beyond our reasonable control), we will be excused from such performance. You waive the benefits of all statutes of limitations regarding our rights and remedies. All amounts due hereunder but not timely paid will bear interest at the highest rate permitted under applicable law until paid. You authorize us to submit all amounts due and coming due hereunder to any debit or credit card(s) you provide. You agree to pay us the maximum lawful charge for any check you write which is returned unpaid. Our maximum liability in connection with this Contract is limited to the amount(s) we actually receive from you hereunder. You agree to pay all sales, use and other taxes, as well as all tolls, fines, fees, assessments and other charges related to each Item and/or this Contract. In the event any legal action is commenced in connection with this Contract, we will be entitled to recover from you our costs and expenses associated therewith (including without limitation, attorneys' fees and expenses) if we prevail against you. Neither our exercise, nor our failure or delay in the exercise, of any rights or remedies available under or in connection with this Contract will constitute an election of remedies or a waiver of any of our rights or remedies.
14. Your duties hereunder are unconditional. If you or any guarantor: (a) fail to timely pay or perform any of your obligations under this Contract; (b) provide any incorrect or misleading information to us; (c) become insolvent or declare bankruptcy; or (d) die or cease conducting business, or if any Item(s) shall be lost, damaged or destroyed (except to the extent covered by LDW, as provided in § 12), you will be in default, whereupon, we may with or without legal process or notice (and without liability to you), to the maximum extent permitted under applicable law: (i) terminate your rental; (ii) seek relief from stay; (iii) recover, lock, empty and/or disable any or all of the Item(s) without being guilty of breach or trespass, or liable for personal injuries or property damage (for which you will indemnify, defend and hold harmless DJRS and its agents); (iv) perform your obligations hereunder on your behalf, without being obligated to do so; (v) purchase one or more replacement Item(s); (vi) recover from you and/or any guarantor our associated damages, losses, costs and expenses (including without limitation, Rent for the balance of the Term and collection costs); and/or (vii) pursue any other rights and/or remedies available hereunder, at law and/or in equity, all of which shall be cumulative.
15. Any Item(s) sold to you ("Sale Items"), as provided on P.1 are provided **"AS-IS"** and **"WITH ALL FAULTS,"** and are subject to the terms of this Contract (modified as necessary to address sales). All Items not specifically identified as Sale Items on P.1 will be deemed "Rented Item(s)."
16. This Contract, and any Addenda provided by DJRS (including as applicable, our form(s) of Aerial Equipment, and Trailer Addenda, each of which shall be deemed incorporated herein), constitute the entire agreement between you and DJRS, superseding all other oral and written agreements and representations (including our website and advertising). If any provision of this Contract shall be deemed invalid or unenforceable by any court of competent jurisdiction, such provision will be deleted, and the remainder of this Contract will remain valid and in full force and effect. Except only as expressly provided herein, this Contract cannot be modified without DJRS's written consent. Time is of the essence. There are no third-party beneficiaries hereto, other than the TPO(s), if any, with respect to your obligations arising hereunder. These Terms and Conditions shall apply to all Rented Item(s) identified on P.1, and to all other items you obtain from DJRS at any time (except only as may otherwise be agreed by DJRS). This Contract shall be interpreted under the laws of the State of Oklahoma. Proper venue for all civil legal proceedings commenced in connection herewith shall lie solely and exclusively in the federal and state courts located in or nearest to Beckham County, OK. You consent and submit to such jurisdiction and venue and waive all claims that such venue lies in an inconvenient forum. Digital, electronic, photocopied and facsimiled signatures and initials included on this Contract and/or any Addenda(um) shall be deemed originals.
17. **Warning:** The taking of personal property, such as the Rented Item(s), by fraud or stealth, with the intent to deprive the owner thereof, may be deemed **THEFT**, resulting in **CIVIL LIABILITY** and/or **CRIMINAL PROSECUTION**. Refer to Okla. Stat. § 21-1701, et seq. for additional information.

LESSEE ACKNOWLEDGES THAT A LARGE-PRINT VERSION OF THESE TERMS AND CONDITIONS HAS BEEN MADE AVAILABLE TO LESSEE

D J'S RENTALS & SALES, INC911 S MAIN STREET
ELK CITY, OK 73644580-225-1400 Phone
580-225-0787 Fax

WWW.DJSRENTAL.COM

Status: Quote

Quote #: q2230

Item 18.

Quote To: Sat 4/29/2023 9:00AM

Operator: KATHY

Customer #: 24168

MANGUM, CITY OF

Phone 580-782-2250

130 N OKLAHOMA

Mobile 580-782-2256

Mangum, OK 73554

Job Descr: SPARTAN AND HUSTLER MOWER QUOTES

Qty	Items	Quote Date	Price
1	HUSTLER FASTRAK 48" MOWER		\$6,749.00

THIS IS A PRICE QUOTE FOR TWO DIFFERENT MOWERS.
THE SPARTAN RZ HD IS A PREMIUM RESIDENTIAL MOWER WITH A BRIGGS & STRATTON ENGINE.
THE HUSTLER FASTRAK IS A MEDIUM DUTY COMMERCIAL MOWER WITH A PREMIUM KAWASAKI FT ENGINE.
THIS ENGINE HAS A KAWASAKI'S VORTICAL AIR FILTER SYSTEM THAT USES CENTRIFUGAL FORCE TO
SEPARATE MOST OF THE DIRT FROM THE AIR BEFORE IT EVEN GETS TO THE AIR FILTER. THIS SYSTEM IS
SIMILAR TO THE DONALDSON AIR FILTER THAT MOST TRACTORS HAVE.

Quote valid for 7 days unless otherwise specified.

Signature: _____

MANGUM, CITY OF

Sales:	\$6,749.00
Subtotal:	\$6,749.00
Total:	\$6,749.00
Paid:	\$0.00
Amount Due:	\$6,749.00

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:**Brian Zorger**

Western Equipment, L.L.C..
3008 East Broadway
Altus, OK 73521

Tel: 580-482-6666

Fax: 580-482-7559

Email: bzorger@west-equip.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 29260049

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Western Equipment, L.L.C..
3008 East Broadway
Altus, OK 73521
580-482-6666
bjcummins@west-equip.com

Prepared For:

CITY OF MANGUM

Proposal For:

Delivering Dealer:

Brian Zorger

Western Equipment, L.L.C..
3008 East Broadway
Altus, OK 73521

bjcummins@west-equip.com

Quote Prepared By:

Brian Zorger

bzorger@west-equip.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Western Equipment, L.L.C..
3008 East Broadway
Altus, OK 73521
580-482-6666
bjcummins@west-equip.com

Quote Summary
Prepared For:

CITY OF MANGUM
130 N OKLAHOMA AVE
MANGUM, OK 73554
Business: 580-782-2256
ACCOUNTSPAYABLE@CITYOFMANGUM.COM

Delivering Dealer:

Western Equipment, L.L.C..
Brian Zorger
3008 East Broadway
Altus, OK 73521
Phone: 580-482-6666
bzorger@west-equip.com

Quote ID: 29260049
Created On: 19 July 2023
Last Modified On: 19 July 2023
Expiration Date: 18 August 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z920M ZTrak	\$ 10,449.00	\$ 8,150.22 X	1 =	\$ 8,150.22
Contract: OK Mowers SW0190(PG 1L CG 22)				
Price Effective Date: July 18, 2023				
Equipment Total				\$ 8,150.22

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 8,150.22
Trade In	
SubTotal	\$ 8,150.22
Est. Service Agreement Tax	\$ 0.00
Total	\$ 8,150.22
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 8,150.22

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29260049 **Customer Name:** CITY OF MANGUM

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Western Equipment, L.L.C..
3008 East Broadway
Altus, OK 73521
580-482-6666
bjcummins@west-equip.com

JOHN DEERE Z920M ZTrak

Hours: **Suggested List ***
Stock Number: \$ 10,449.00
Contract: OK Mowers SW0190(PG 1L CG 22) **Selling Price ***
Price Effective Date: July 18, 2023 \$ 8,150.22

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2145TC	Z920M ZTrak	1	\$ 10,449.00	22.00	\$ 2,298.78	\$ 8,150.22	\$ 8,150.22
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1035	24x9.5x12 Pneumatic Turf Tire for 48 In. Decks	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1500	48 In. Side Discharge Mower Deck	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2091	Deluxe Comfort Seat with Armrests (24" High Back)	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 10,449.00		\$ 2,298.78	\$ 8,150.22	\$ 8,150.22