



Agenda

Mangum Utility Authority Meeting

March 05, 2024

6:00 PM, or immediately following City Commission Meeting
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 Trustees of the Mangum Utility Authority will meet in regular session on March 5, 2024, immediately following the City of Mangum Commission meeting for such business as shall come before said Trustees.

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 February 5th, 2024 special meeting minutes as presented.
2. Approve January 2024 financials for all funds
3. Approve February 2024 claims.
4. Approve March 2024 estimated payroll.

FURTHER DISCUSSION

REMARKS

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

ORDINANCES & RESOLUTIONS

5. DISCUSSION AND POSSIBLE ACTION WITH RESPECT TO A RESOLUTION OF THE MANGUM UTILITIES AUTHORITY (THE "BORROWER") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM; APPROVING AND AUTHORIZING CLEAN WATER SRF FUNDING FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$430,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$430,000.00, AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND APPROVING AND AUTHORIZING

PAYMENT OF FEES AND EXPENSES; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE CITY'S UTILITY SYSTEMS TO THE BORROWER AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE BORROWER PERTAINING TO SAID UTILITY SYSTEMS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

6. Discussion and possible action to approve Resolution No. 2024-0305-02 authorizing the City Manager/City Clerk to transfer any appropriate funds due to entry errors, correcting budget line items throughout FY 2023-2024 from one line item to another within a department without amending budget. (*Erma Mora- Interim City Manager*)

OTHER ITEMS

7. Discussion and possible action to approve Short Form Agreement between Mangum Utilities Authority and Myers Engineering, Consulting Engineers, Inc. for Professional Services generally identified as follows: Sanitary Sewer Collection System Improvements of sanitary sewer main replacement and engineer services as follows: Study and Report Phase, Preliminary Design Phase and Final Design Phase
8. Discussion and possible action to approve invoice #223009-4 in the amount of \$8,348.91 for Sanitary Sewer Main and Wastewater Treatment, Plant Upgrade with Myers Engineering.
9. Discussion and possible action to approve invoice #223138-2 in the amount of \$4,185.00 for DWSRF Water Meter Replacement with Myers Engineering.
10. Discussion and possible action with regard to renewing the Interlocal Agreement for the Operation of Emergency Medical Services between the City of Mangum, Mangum Utility Authority, and the Greer County Special Ambulance District. The Agreement provides that, unless renewed by both parties on or before February 1, 2024, it expires on its own terms on June 30, 2024. (*Extension on deadline granted pending Public Hearing*)
11. Discussion and possible action to consider the Right of Way Access Agreement from Dobson Fiber in providing fiber optics throughout this area and negotiate a rate for the use of City owned poles needed to provide fiber internet. (*Heather Durham- Dobson Fiber*)

EXECUTIVE SESSION

OPEN 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 **4:30 p.m. on March 1, 2024**, by City Clerk.

Ally Kendall, Interim City Clerk

Approved by City Attorney



Special Mangum Utility Authority Meeting

February 05, 2024 at 5:00 PM, or immediately following City Commission

City Administration Building at 130 N Oklahoma Ave.

Record of Minutes

The Trustees of the Mangum Utility Authority will meet in special session on February 5th, 2024, immediately following the City of Mangum Commission meeting for such business as shall come before said Trustees.

CALL TO ORDER

Chairman Menasco called meeting to order at 8:54pm

ROLL CALL AND DECLARATION OF QUORUM

PRESENT

Trustee Michelle Huckabay
Trustee Judith McCaslin
Chairman Jackie Menasco
Trustee Dixie Peterson
Trustee Mark Chapman

Also Present:

Interim City Manager
City Attorney

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 January 2nd, 2024 meeting minutes as presented.
2. Approve January 19th, 2024 Special Meeting Minutes as presented.
3. Approve December 2023 financials for all funds.
4. Approve January 2024 claims.
5. Approve February estimated payroll.

Motion to approve Consent Agenda made by Trustee Peterson, Seconded by Trustee Chapman.
Voting Yea: Trustee Huckabay, Trustee McCaslin, Chairman Menasco, Trustee Peterson, Trustee Chapman

FURTHER DISCUSSION

None.

REMARKS

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

None.

ORDINANCES & RESOLUTIONS

6. Discussion and possible action to approve Joint Resolution 2024-0102-01 allowing Interim City Manager and/or Interim City Clerk to make changes to CD accounts as it pertains to City Policy such as renew, close, and open as they reach maturity.

Motion made by Trustee Peterson, Seconded by Trustee McCaslin.

Voting Yea: Trustee Huckabay, Trustee McCaslin, Chairman Menasco, Trustee Peterson, Trustee Chapman

OTHER ITEMS

7. Discussion and possible action to approve invoice #223009-3 in the amount of \$5,277.59 for Sanitary Sewer Main and Wastewater Treatment, Plant Upgrade with Myers Engineering.

Motion made by Trustee Peterson, Seconded by Trustee Chapman.

Voting Yea: Trustee Huckabay, Trustee McCaslin, Chairman Menasco, Trustee Peterson, Trustee Chapman

8. Discussion and possible action to purchase a 2019 John Deere 310SL Loader Backhoe in the amount of \$55,000.00 for Streets Department to be paid out of the ARPA fund. (*Streets Dept. Supervisor*)

City Manager wants to make a correction on this request because item reads the City is requesting to spend ARPA fund and realized this is already a budgeted item for the purchase of two different pieces of equipment.

Motion to purchase as budgeted made by Trustee Peterson, Seconded by Trustee Chapman.

Voting Yea: Trustee Huckabay, Trustee McCaslin, Chairman Menasco, Trustee Peterson, Trustee Chapman

9. Discussion and possible action to surplus vehicles, equipment and other items that has accumulated over time ranging no less than \$1.00 and no more than \$5000.00. Funds received from the surplus items will be put in the proper departments budget the items came from.

Motion to declare these items surplus and authorize City Manager to bid, auction or determine how she deems it feasible made by Trustee Peterson, Seconded by Trustee McCaslin.

Voting Yea: Trustee Huckabay, Trustee McCaslin, Chairman Menasco, Trustee Peterson,

Trustee Chapman

EXECUTIVE SESSION

- 10. Discussion and possible action to enter into executive session to discuss the employment, hiring, appoint, promotion, demotion, discipling or resignation of any individual salaried public officer or employee. Specifically to discuss details regarding the Interim City Manager, In accordance with 25 O.S. 307(B)(1).

OPEN SESSION

- 11. Discussion and possible action in regard to executive session, if needed.

Motion to amend Interim City Manager's contract made by Trustee Peterson, Seconded by Trustee McCaslin.
 Voting Yea: Trustee Huckabay, Trustee McCaslin, Chairman Menasco, Trustee Peterson, Trustee Chapman

EXECUTIVE SESSION

- 12. Discussion and possible action to enter into executive session to discuss the employment, hiring, appoint, promotion, demotion, discipling or resignation of any individual salaried public officer or employee. Specifically to discuss details regarding the City Attorney In accordance with 25 O.S. 307(B)(1).

OPEN SESSION

- 13. Discussion and possible action in regard to executive session, if needed.

No Action

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)

ADJOURN

Motion to Adjourn

Motion to adjourn made by Trustee Peterson, Seconded by Trustee McCaslin.

Voting Yea: Trustee Huckabay, Trustee McCaslin, Chairman Menasco, Trustee Peterson, Trustee Chapman

9:04pm

Jackie Menasco, Mayor

Ally Kendall, Interim City Clerk

CITY OF MANGUM
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: JANUARY 31ST, 2024

Item 2.

GENERAL FUND

58.33% OF YEAR COMPLETED

ACCOUNT NO#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
ALL REVENUE		2,160,906.00	75,603.00	557,118.31	25.78	0.00	1,603,787.69
*** TOTAL REVENUES ***		2,160,906.00	75,603.00	557,118.31	25.78	0.00	1,603,787.69
EXPENDITURE SUMMARY							
01-CITY COMMISSION		18,400.00	809.11	12,639.66	66.93 (	325.00)	6,085.34
02-ADMINISTRATION		89,500.00	5,335.87	35,714.51	43.23	2,977.17	50,808.32
03-CITY ATTORNEY		28,070.00	2,249.04	15,754.40	56.13	0.00	12,315.60
04-MUNICIPAL JUDGE		3,602.00	269.70	2,158.64	59.93	0.00	1,443.36
05-POLICE DEPARTMENT		543,971.00	42,574.66	216,937.33	40.42	2,924.74	324,108.93
06-FIRE DEPARTMENT		401,930.00	35,723.24	226,476.99	57.40	4,227.96	171,225.05
07-STREET DEPARTMENT		221,470.00	12,488.34	95,247.92	44.10	2,426.20	123,795.88
08-PARK DEPARTMENT		215,860.00	14,948.06	99,885.71	46.79	1,122.12	114,852.17
09-CEMETERY		0.00	0.00 (	82.19)	0.00 (	70.25)	152.44
11-LIBRARY		118,400.00	9,650.44	69,402.04	58.19 (	501.79)	49,499.75
12-COMMUNITY SERVICES DEP		96,400.00	2,221.75	18,244.69	26.74	7,533.36	70,621.95
13-AIRPORT		0.00	0.00	0.00	0.00	0.00	0.00
14-SWIMMING POOL		39,000.00	0.00	0.00	0.00	0.00	39,000.00
15-EMERGENCY MANAGEMENT		0.00	0.00	0.00	0.00	0.00	0.00
16-CODE ENFORCEMENT OFFI		0.00	0.00	16,116.52	0.00 (	712.27) (	15,404.25)
17-INFORMATION TECHNOLOGY		96,800.00	4,206.89	30,064.46	31.14	83.64	66,651.90
18-ANIMAL CONTROL		0.00	0.00	2,882.55	0.00 (	148.75) (	2,733.80)
19-SHOP MAINTENANCE		7,850.00	233.40	6,242.86	87.41	618.51	988.63
20-CUSTOMER SERVICE		0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***		1,881,253.00	130,710.50	847,686.09	46.13	20,155.64	1,013,411.27
*** REVENUE OVER/(UNDER) EXPENDITURES		279,653.00 (	55,107.50 (	290,567.78)	111.11-(	20,155.64)	590,376.42

CITY OF MANGUM
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: JANUARY 31ST, 2024

Item 2.

01 -MANGUM UTILITY AUTHORITY

58.33% OF YEAR COMPLETED

ACCOUNT NO#	ACCOUNT NAME	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUMB.	BUDGET BALANCE
REVENUE SUMMARY							
	ALL REVENUE	<u>5,271,492.00</u>	<u>322,386.37</u>	<u>2,387,370.02</u>	<u>45.29</u>	<u>0.00</u>	<u>2,884,121.98</u>
	*** TOTAL REVENUES ***	5,271,492.00	322,386.37	2,387,370.02	45.29	0.00	2,884,121.98
EXPENDITURE SUMMARY							
	21-WATER DEPARTMENT	2,032,519.00	6,038.83	191,974.63	9.68	4,793.07	1,835,751.30
	22-ELECTRIC DEPARTMENT	2,571,600.00	132,346.03	1,161,938.91	45.24	1,578.51	1,408,082.58
	23-SANITATION DEPARTMENT	745,287.00	54,622.29	339,579.56	44.78 (	5,850.89)	411,558.33
	24-GENERAL MANAGER	0.00	539.24	915.98	0.00	0.00 (	915.98)
	25-WASTE WATER TREATMENT	9,000.00	0.00	28,591.67	316.57 (	100.75) (	19,490.92)
	26-PENALTY & CREDITS	0.00	0.00	0.00	0.00	0.00	0.00
	27-PUBLIC WORKS	0.00	0.00	0.00	0.00	0.00	0.00
	28-POWER PLANT	15,000.00	0.00	11,835.13	109.15	4,537.63 (	1,372.76)
	29-FUND APPLIC TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	*** TOTAL EXPENDITURES ***	5,373,406.00	193,546.39	1,734,835.88	32.38	4,957.57	3,633,612.55
	*** REVENUE OVER/(UNDER) EXPENDITURES (	101,914.00)	128,839.98	652,534.14	635.41-(	4,957.57) (	749,490.57)

CITY OF MANGUM
REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

% OF YEAR COMPLETED: 58.33

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>01 -GENERAL FUND</u>							
TOTAL REVENUE	(2,149,447.94)	1,257,759.43	2,160,906.00	75,603.00	557,118.31	1,603,787.69	25.78
TOTAL EXPENDITURES	2,373,261.00	1,322,260.97	1,881,253.00	130,710.50	847,686.09	1,033,566.91	45.06
REVENUES OVER/(UNDER) EXPENDITURES	(4,522,708.94) (	64,501.54)	279,653.00 (	55,107.50) (	290,567.78)	570,220.78	103.90-
<u>02 -MANGUM UTILITY AUTHORITY</u>							
TOTAL REVENUE	(5,271,492.00)	3,222,537.71	5,271,492.00	322,386.37	2,387,370.02	2,884,121.98	45.29
TOTAL EXPENDITURES	5,373,406.00	3,312,550.48	5,373,406.00	193,546.39	1,734,835.88	3,638,570.12	32.29
REVENUES OVER/(UNDER) EXPENDITURES	(10,644,898.00) (	90,012.77) (	101,914.00)	128,839.98	652,534.14 (	754,448.14)	640.28-
<u>04 -FRIENDS OF THE PARK</u>							
TOTAL REVENUE	(200.00)	97.95	200.00	31.72	205.68 (	5.68)	102.84
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(200.00)	97.95	200.00	31.72	205.68 (	5.68)	102.84
<u>05 -REVOLVING LOAN FUND</u>							
TOTAL REVENUE	(1,500.00)	985.79	1,500.00	306.50	1,982.25 (	482.25)	132.15
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(1,500.00)	985.79	1,500.00	306.50	1,982.25 (	482.25)	132.15
<u>08 -WATER WELL IMPRV/MAINT</u>							
TOTAL REVENUE	(400.00)	27,197.92	400.00	48.40	399.30	0.70	99.83
TOTAL EXPENDITURES	66,000.00	0.00	66,000.00	0.00	62,782.75	3,217.25	95.13
REVENUES OVER/(UNDER) EXPENDITURES	(66,400.00)	27,197.92 (	65,600.00)	48.40 (	62,383.45) (	3,216.55)	95.10
<u>09 -FLEET MANAGEMENT</u>							
TOTAL REVENUE	(2,200.00)	228,993.94	2,200.00	996.26	7,141.85 (	4,941.85)	324.63
TOTAL EXPENDITURES	0.00	91,934.08	0.00	0.00	15,339.45 (	15,339.45)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,200.00)	137,059.86	2,200.00	996.26 (	8,197.60)	10,397.60	372.62-
<u>10 -MEDA ECONMIC DEV AUTH</u>							
TOTAL REVENUE	(34,647.00)	5,431.35	40,000.00	48.01	343.54	39,656.46	0.86
TOTAL EXPENDITURES	65,000.00	0.00	65,000.00	0.00	0.00	65,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(99,647.00)	5,431.35 (	25,000.00)	48.01	343.54 (	25,343.54)	1.37-
<u>11 -METER DEPOSIT FUND</u>							
TOTAL REVENUE	(2,200.00)	1,220.47	2,200.00	700.11	4,165.94 (	1,965.94)	189.36
TOTAL EXPENDITURES	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(7,200.00)	1,220.47 (	2,800.00)	700.11	4,165.94 (	6,965.94)	148.78-
<u>12 -RIVERSIDE ENDOWMENT FUND</u>							
TOTAL REVENUE	(500.00)	288.90	500.00	159.22	991.97 (	491.97)	198.39
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(500.00)	288.90	500.00	159.22	991.97 (	491.97)	198.39

REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

% OF YEAR COMPLETED: 58.33

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
13 -THEATER RENOVATION FUND							
TOTAL REVENUE	0.00	73.35	0.00	39.93	285.70	(285.70)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	73.35	0.00	39.93	285.70	(285.70)	0.00
15 -GOLF FUND							
TOTAL REVENUE	(4,850.00)	2,939.69	4,850.00	9.79	76.55	4,773.45	1.58
TOTAL EXPENDITURES	5,000.00	2,148.81	5,000.00	0.00	1,841.57	3,158.43	36.93
REVENUES OVER/(UNDER) EXPENDITURES	(9,850.00)	790.88	(150.00)	9.79	(1,765.02)	1,615.02	1,176.68
16 -LIBRARY GRANT FUND							
TOTAL REVENUE	(50.00)	20.96	50.00	18.54	133.30	(83.30)	266.60
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	1,329.11	(1,329.11)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(50.00)	20.96	50.00	18.54	(1,195.81)	1,245.81	2,391.62
17 -PERPETUAL CARE FUND							
TOTAL REVENUE	(2,500.00)	1,121.14	2,500.00	329.73	1,855.88	644.12	74.24
TOTAL EXPENDITURES	7,200.00	0.00	7,200.00	0.00	7,057.52	142.48	98.02
REVENUES OVER/(UNDER) EXPENDITURES	(9,700.00)	1,121.14	(4,700.00)	329.73	(5,201.64)	501.64	110.67
18 -STREET & ALLEY FUND							
TOTAL REVENUE	(27,100.00)	14,036.37	27,100.00	2,257.42	14,165.92	12,934.08	52.27
TOTAL EXPENDITURES	0.00	7,339.94	0.00	0.00	6,336.57	(6,336.57)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(27,100.00)	6,696.43	27,100.00	2,257.42	7,829.35	19,770.65	28.89
19 -FIRE GRANT FUND							
TOTAL REVENUE	(80.00)	3,314.50	80.00	3,173.99	83.64	(3.64)	104.55
TOTAL EXPENDITURES	7,500.00	70.18	7,500.00	516.85	212.79	7,287.21	2.84
REVENUES OVER/(UNDER) EXPENDITURES	(7,580.00)	3,384.68	(7,420.00)	2,657.14	(129.15)	7,290.85	1.74
21 -HOSPITAL RENT & UTILITIES							
TOTAL REVENUE	(15.00)	7.36	15.00	4.00	28.62	(13.62)	190.80
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(15.00)	7.36	15.00	4.00	28.62	(13.62)	190.80
23 -DISPATCHER TRAIN/EQUIPM							
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24 -AIRPORT OPERATIONS FUND							
TOTAL REVENUE	(16,000.00)	31,751.93	16,000.00	2,478.26	5,568.47	10,431.53	34.80
TOTAL EXPENDITURES	25,000.00	23,844.47	23,000.00	3,213.38	7,657.69	15,342.31	33.29
REVENUES OVER/(UNDER) EXPENDITURES	(41,000.00)	7,907.46	(7,000.00)	735.12	(2,089.22)	4,910.78	29.85

% OF YEAR COMPLETED: 58.33

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>26 -BUSBY TRUST</u>							
TOTAL REVENUE	(1,000.00)	937.99	1,000.00	411.59	2,623.07 (	1,623.07 (	262.31
TOTAL EXPENDITURES	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(2,000.00)	937.99	0.00	411.59	2,623.07 (	2,623.07 (	0.00
<u>27 -POWER PLANT CAPITAL IMPRV</u>							
TOTAL REVENUE	(2,000.00)	24,848.93	2,000.00	524.22	3,544.85 (	1,544.85 (	177.24
TOTAL EXPENDITURES	5,000.00	4,735.92	5,000.00	0.00	1,496.96	3,503.04	29.94
REVENUES OVER/(UNDER) EXPENDITURES	(7,000.00)	20,113.01 (	3,000.00)	524.22	2,047.89 (	5,047.89 (	68.26-
<u>28 -CRIME STOPPERS</u>							
TOTAL REVENUE	(80.00)	118.66	80.00	39.56	305.14 (	225.14 (	381.43
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(80.00)	118.66	80.00	39.56	305.14 (	225.14 (	381.43
<u>30 -MUA CAPITAL IMPROVEMT FND</u>							
TOTAL REVENUE	(1,000.00)	23,629.34	1,000.00	247.78	1,772.84 (	772.84 (	177.28
TOTAL EXPENDITURES	119,000.00	0.00	119,000.00	0.00	0.00	119,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(120,000.00)	23,629.34 (	118,000.00)	247.78	1,772.84 (	119,772.84 (	1.50-
<u>33 -CAFETERIA PLAN</u>							
TOTAL REVENUE	0.00	29.17	0.00	6.26	43.45 (	43.45 (	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	29.17	0.00	6.26	43.45 (	43.45 (	0.00
<u>35 -AIRPORT GRANT</u>							
TOTAL REVENUE	(60.00)	29.91	60.00	16.28	116.48 (	56.48 (	194.13
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(60.00)	29.91	60.00	16.28	116.48 (	56.48 (	194.13
<u>38 -GEN GOV'T CAPITAL IMP FUN</u>							
TOTAL REVENUE	(100.00)	4,848.73	100.00	25.43	181.94 (	81.94 (	181.94
TOTAL EXPENDITURES	5,000.00	0.00	5,000.00	0.00	0.00	5,000.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(5,100.00)	4,848.73 (	4,900.00)	25.43	181.94 (	5,081.94 (	3.71-
<u>39 -GEN GOV'T INT SERVICES</u>							
TOTAL REVENUE	(50.00)	483,779.48	50.00 (	28.64)	1,000.36 (	950.36(	2,000.72
TOTAL EXPENDITURES	0.00	461,139.68	488,110.00	45,171.59	277,858.67	210,251.33	56.93
REVENUES OVER/(UNDER) EXPENDITURES	(50.00)	22,639.80 (	488,060.00)	45,200.33)	276,858.31)	211,201.69)	56.73
<u>40 -MUNICIPAL POOL FUND</u>							
TOTAL REVENUE	(94,800.00)	30,774.31	94,800.00	94.86	11,768.42	83,031.58	12.41
TOTAL EXPENDITURES	60,800.00	36,869.04	60,800.00	0.00	39,269.33	21,530.67	64.59
REVENUES OVER/(UNDER) EXPENDITURES	(155,600.00)	6,094.73)	34,000.00	94.86 (	27,500.91)	61,500.91	80.89-

REVENUE AND EXPENDITURES REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2024

% OF YEAR COMPLETED: 58.33

	PRIOR YEAR BUDGET	PRIOR YEAR Y-T-D	CURRENT BUDGET	CURRENT PERIOD	CURRENT YTD ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>41 -DISPATCH OPERATIONS FUND</u>							
TOTAL REVENUE	0.00	138,221.33	0.00	0.00	2,127.32 (	2,127.32)	0.00
TOTAL EXPENDITURES	0.00	125,291.51	0.00	0.00	49,989.77 (	49,989.77)	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	12,929.82	0.00	0.00	47,862.45)	47,862.45	0.00
<u>42 -AMERICAN RESCUE PLAN</u>							
TOTAL REVENUE	(1,000.00)	238,740.22	1,000.00	470.47	3,423.03 (	2,423.03)	342.30
TOTAL EXPENDITURES	313,859.50	64,498.15	123,500.00	910.00	16,100.28	107,399.72	13.04
REVENUES OVER/(UNDER) EXPENDITURES	(314,859.50)	174,242.07 (	122,500.00)	439.53)	12,677.25)	109,822.75)	10.35
<u>43 -FIRE DONATION FUND</u>							
TOTAL REVENUE	(25.00)	11.69	25.00	8.49	60.83 (	35.83)	243.32
TOTAL EXPENDITURES	4,729.06 (	2,931.90)	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	(4,754.06)	2,943.59	25.00	8.49	60.83 (	35.83)	243.32
<u>90 -CAPITAL ASSETS & DEBT</u>							
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>99 -POOLED CASH</u>							
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<u>GRAND TOTAL REVENUES</u>							
GRAND TOTAL REVENUES	(7,613,286.94)	5,737,119.52	7,630,108.00	404,059.57	3,008,884.67	4,621,223.33	39.43
GRAND TOTAL EXPENDITURES	8,436,755.56	5,449,751.33	8,235,769.00	373,035.11	3,069,794.43	5,165,974.57	37.27
REVENUES OVER/(UNDER) EXPENDITURES	(16,050,052.50)	287,368.19 (	605,661.00)	31,024.46 (	60,909.76)	544,751.24)	37.27

*** END OF REPORT ***

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	Item 3.
NON-DEPARTMENTAL	GENERAL FUND	GREAT PLAINS BANK	FEDERAL WITHHOLDING	1,670.14	
			FEDERAL WITHHOLDING	1,765.92	
			FICA TAXES	1,328.51	
			FICA TAXES	1,568.67	
			MEDICARE TAXES	395.63	
			MEDICARE TAXES	453.48	
			OKLAHOMA TAX COMM - SIT	668.00	
			STATE INCOME TAX WITHHELD	668.00	
			STATE INCOME TAX WITHHELD	716.00	
			OKLA PUBLIC EMP RET SYS	808.70	
			OKLAHOMA RETIREMENT	813.86	
			OKLAHOMA RETIREMENT	813.86	
			POLICE PENSION	471.03	
			POLICE PENSION	472.42	
			AFLAC ADMINISTRATIVE SER.	78.84	
			AFLAC INSURANCE PRE TAX	78.84	
			AFLAC INSURANCE PRE TAX	78.84	
			AFLAC INSURANCE POST TAX	5.28	
			AFLAC INSURANCE POST TAX	5.28	
			CITY OF MANGUM	10.00	
			ADMINISTRATION FEES	10.00	
			OKLA FIRE FIGHTERS PENSION & RETIREMEN	824.06	
			FIREMAN'S PENSION	824.06	
			FIREMAN'S PENSION	813.19	
			CITY OF MANGUM MISC	20.04	
			CABLE REIMBURSEMENTS	20.04	
			AMERICAN FIDELITY ASSURANCE	111.85	
			AMERICAN FIDELITY PRE TAX	111.85	
			AMERICAN FIDELITY PRE TAX	111.85	
			AMERICAN FIDELITY	155.85	
			AMERICAN FIDELITY	155.85	
			AMERICAN FIDELITY	155.85	
			SPARKLIGHT	33.34	
			ACCT#103812913	33.34	
			CRANE FINANCE	91.26	
			LOAN 1160972	91.26	
			OK CENTRAL SUPPORT REG.	179.26	
			CS J ROGERS 000869307001	179.26	
			CS J ROGERS 000869307001	179.26	
			EMPLOYEE'S MEDICAL INSURAN	380.38	
EMPLOYEE'S MEDICAL INSURAN	356.30				
TOTAL:	14,723.09				
CITY COMMISSION	GENERAL FUND	GREAT PLAINS BANK	FICA TAXES	46.50	
			MEDICARE TAXES	10.90	
			WC COMMISSION	1.92	
			TOTAL:	59.32	
ADMINISTRATION	GENERAL FUND	SUMMIT UTILITIES	210100303539	375.66	
			OMAG	2,800.00	
			BUGMASTER INC	31.72	
			CMAO	200.00	
			MEMBERSHIP	200.00	
			PITNEY BOWES GLOBAL FINANCIAL SERVICES	795.14	
			PERMIT POSTAGE	795.14	
			POSTAGE LEASE	448.05	
			POSTAGE LEASE	448.05	
			RS MEACHAM CPAs & ADVISORS	250.00	
			FY 2023 AUDIT	250.00	
			AT&T	584.58	
			#831-001-0470-269	584.58	
			STANDLEY SYSTEMS	688.35	
			TREERING WORKFORCE SOLUTIONS INC	8.80	
			TREERING WORKFORCE SOLUTIONS INC	8.80	
			MANGUM REGIONAL MEDICAL CENTER	27.00	
			LAB HANDLING S.D	27.00	
			CARD SERVICE CENTER	350.00	
			CMAO MEMBERSHIP	350.00	
ARAMARK	127.95				
LOGO MAT	127.95				
AT&T MOBILITY	113.56				
AT&T MOBILITY	113.56				
OMUSA	67.50				
TOTAL:	6,868.31				
CITY ATTORNEY	GENERAL FUND	GREAT PLAINS BANK	FICA TAXES	129.17	
			MEDICARE TAXES	30.21	

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMPSOURCE OKLAHOMA	WC CITY ATTORNEY	7.12
			TOTAL:	166.50
MUNICIPAL JUDGE	GENERAL FUND	GREAT PLAINS BANK	FICA TAXES	15.50
			MEDICARE TAXES	3.63
		COMPSOURCE OKLAHOMA	WC JUDGE	0.64
			TOTAL:	19.77
POLICE DEPARTMENT	GENERAL FUND	GREAT PLAINS BANK	FICA TAXES	672.81
			FICA TAXES	659.88
			MEDICARE TAXES	157.35
			MEDICARE TAXES	154.33
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	596.70
			OKLAHOMA RETIREMENT	526.50
		OK POLICE PENSION	POLICE PENSION	765.42
			POLICE PENSION	767.68
		O'REILLY AUTOMOTIVE, INC.	OIL/BULB/CAPSULE	45.33
			BRAKE PADS	78.27
		OMAG		1,698.00
		BUGMASTER INC		31.70
		COMPSOURCE OKLAHOMA	WC POLICE	814.94
		DEPT OF PUBLIC SAFETY		350.00
		STANDLEY SYSTEMS		276.88
		TREERING WORKFORCE SOLUTIONS INC		13.20
		2020 MANGUM LLC		500.18
		AT&T MOBILITY		48.36
				107.44
		BEN SPECIALTY SERVICES		1,750.00
		OSEEGIB	OLSEN	31.20
			MEDICAL INSURANCE	2,769.53
			MEDICAL INSURANCE	2,769.53
		OMUSA		90.00
			TOTAL:	15,675.23
FIRE DEPARTMENT	GENERAL FUND	GREAT PLAINS BANK	FICA TAXES	136.83
			FICA TAXES	161.56
			MEDICARE TAXES	116.93
			MEDICARE TAXES	124.36
		OMAG		1,256.00
				1,374.50
		BUGMASTER INC		31.70
		COMPSOURCE OKLAHOMA	WC FIRE DEPT	1,277.57
		MANGUM ACE HOME CENTER	TRUFUEL MIX	72.11
			SLIP JOINT	1.54
			WD40/DE-ICER	74.08
		OKLA FIRE FIGHTERS PENSION & RETIREMEN	2024 VOLUNTEER CONTR	660.00
			CREDIT PER PENSION	305.00
			FIREMAN'S PENSION	1,281.84
			FIREMAN'S PENSION	1,264.94
		OKLA STATE FIREFIGHTER ASSOC	24 MEMBERSHIP	1,440.00
		NORTHERN SAFETY CO., INC	FLASHLIGHT	1,399.80
		STANDLEY SYSTEMS		89.84
		AMAZON CAPITAL SERVICES		629.00
		2020 MANGUM LLC		163.14
		AT&T MOBILITY		47.18
		OSEEGIB	MEDICAL INSURANCE	2,200.20

Item 3.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				Item 3.
		OMUSA	MEDICAL INSURANCE	2,200.20
		DEWAYNE'S AUTO & MUFFLER	BATTERY	90.00
				170.76
			TOTAL:	15,959.08
STREET DEPARTMENT	GENERAL FUND	GREAT PLAINS BANK	FICA TAXES	151.42
			FICA TAXES	157.62
			MEDICARE TAXES	35.41
			MEDICARE TAXES	36.86
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	334.80
			OKLAHOMA RETIREMENT	348.30
		O'REILLY AUTOMOTIVE, INC.	OIL/FILTER	96.57
			OIL	35.99
			OIL/FILTER	47.26
		OMAG		1,716.00
				414.25
		COMPSource OKLAHOMA	WC STREETS DEPT	926.18
		MANGUM ACE HOME CENTER	ADAPT/NIPPLE	11.68
			RED/GREEN KEYBLANK	10.70
			NUTS/BOLTS/SCREWS	1.30
			CEMENT	6.82
			233511	2.55
		TREERING WORKFORCE SOLUTIONS INC		6.60
		MANGUM REGIONAL MEDICAL CENTER	LAB HANDLING N.K	27.00
		2020 MANGUM LLC		334.43
		OSEEGIB	MEDICAL INSURANCE	733.40
			MEDICAL INSURANCE	733.40
		OMUSA		45.00
			TOTAL:	6,213.54
PARK DEPARTMENT	GENERAL FUND	GREAT PLAINS BANK	FICA TAXES	225.12
			FICA TAXES	217.67
			MEDICARE TAXES	52.65
			MEDICARE TAXES	50.91
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	437.62
			OKLAHOMA RETIREMENT	421.32
		ATWOODS/FARM PLAN	OIL-KUBOTA	39.99
		OMAG		359.00
				422.75
		COMPSource OKLAHOMA	WC PARKS DEPT	378.28
		HARMON ELECTRIC ASSOC INC	ROSELAWN #237400	69.14
			RIVERSIDE #506500	0.81
		MANGUM ACE HOME CENTER	ANTIFREEZE/OIL	73.06
			GLOVES	16.57
			FLOUR BULB	44.82
			SCREEN	48.85
			ROD/NUTS/BOLTS	21.87
			SPONGE/FAUCET	40.54
		TREERING WORKFORCE SOLUTIONS INC		6.60
		2020 MANGUM LLC		286.17
		BIG DOG CUSTOM SPORTSWEAR		66.00
		OSEEGIB	MEDICAL INSURANCE	1,100.10
			MEDICAL INSURANCE	1,100.10
		OMUSA		90.00
			TOTAL:	5,569.94

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT	Item 3.			
LIBRARY	GENERAL FUND	GREAT PLAINS BANK	FICA TAXES	142.33				
			FICA TAXES	178.20				
			MEDICARE TAXES	33.29				
			MEDICARE TAXES	41.68				
			OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	310.50			
				OKLAHOMA RETIREMENT	388.58			
			OMAG		1,679.75			
			BUGMASTER INC		31.72			
			COMPSOURCE OKLAHOMA	WC LIBRARY	11.80			
			STANDLEY SYSTEMS		178.12			
			TREERING WORKFORCE SOLUTIONS INC		4.40			
			SPARKLIGHT	INTERNET	173.95			
			OSEEGIB	MEDICAL INSURANCE	733.40			
				MEDICAL INSURANCE	725.19			
				TOTAL:	4,632.91			
			COMMUNITY SERVICES DEP GENERAL FUND		SUMMIT UTILITIES	#210100479188	42.59	
						#210100355669	247.04	
						#210100140038	46.71	
						210100016334	1,912.39	
						OMAG	7,692.25	
BUGMASTER INC	31.72							
MANGUM ACE HOME CENTER								
	BRUSH/BROOM WEL CNT	12.66						
	THROUGH THE ROOF	12.67						
	BROODER LAMP/EXT COR	86.73						
	SEAL TAPE/PVC CAP	3.88						
	TOTAL:	10,088.64						
INFORMATION TECHNOLOGY GENERAL FUND		GREAT PLAINS BANK				FICA TAXES	2.57	
			MEDICARE TAXES	0.60				
			OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	5.62			
			AT&T	#831-001-0997-066	767.32			
				#831-001-2830-690	1,039.89			
			CARD SERVICE CENTER	MICROSOFT MONTHLY	200.00			
			AT&T	#405-145-0414-572-5	118.26			
			IONIX	ONSITE DISCOVERY	1,000.00			
			OSEEGIB	MEDICAL INSURANCE	8.21			
			MANGUM STAR		83.64			
				TOTAL:	3,226.11			
OTHER SERVS SUPER/SHOP GENERAL FUND		MANGUM ACE HOME CENTER	OMAG	233.00				
			BUGMASTER INC	31.72				
			TESTER COOLANT	7.79				
			SUPERWELD	8.77				
			BRAKE CLEANER	15.58				
			232633	7.79				
			SEALR-COOL	3.50				
			CARB & CHOKE	13.63				
			HEAT SHRINK	17.54				
			DROP BOX	22.42				
			PLIOBOND	6.82				
			SANDSCREEN	3.89				
			MATTCK HANDLE	37.04				
			SHVL ROUND	29.24				
			TREERING WORKFORCE SOLUTIONS INC	4.40				
2020 MANGUM LLC	211.50							

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		AT&T MOBILITY		47.18
			TOTAL:	701.81
NON-DEPARTMENTAL	MANGUM UTILITY AUT	GREAT PLAINS BANK	FEDERAL WITHHOLDING	491.97
			FEDERAL WITHHOLDING	532.39
			FICA TAXES	711.32
			FICA TAXES	729.01
			MEDICARE TAXES	166.36
			MEDICARE TAXES	170.50
		OKLAHOMA TAX COMM - SIT	STATE INCOME TAX WITHHELD	299.00
			STATE INCOME TAX WITHHELD	309.67
		GREER COUNTY AMBULANCE	APRIL 23 EMS FEES	12,946.16
			JANUARY	13,336.96
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	97.86
			OKLAHOMA RETIREMENT	97.86
			OKLAHOMA RETIREMENT	714.60
			OKLAHOMA RETIREMENT	730.85
		AFLAC ADMINISTRATIVE SER.	AFLAC INSURANCE POST TAX	19.92
			AFLAC INSURANCE POST TAX	19.92
		MANGUM UTILITY AUTHORITY	EMPLOYEE UTILITY BILLS	307.98
			EMPLOYEE UTILITY BILLS	297.13
		AMERICAN FIDELITY ASSURANCE	AMERICAN FIDELITY PRE TAX	77.81
			AMERICAN FIDELITY PRE TAX	77.81
			AMERICAN FIDELITY	6.90
			AMERICAN FIDELITY	6.90
		CONTINENTAL GENERAL INS CO	EMPLOYEE CONTRIBUTIONS	26.60
		OSEEGIB	EMPLOYEE'S MEDICAL INSURAN	483.19
			EMPLOYEE'S MEDICAL INSURAN	483.65
			TOTAL:	33,142.32
WATER DEPARTMENT	MANGUM UTILITY AUT	GREAT PLAINS BANK	FICA TAXES	233.52
			FICA TAXES	229.31
			MEDICARE TAXES	54.61
			MEDICARE TAXES	53.63
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	512.87
			OKLAHOMA RETIREMENT	503.69
		O'REILLY AUTOMOTIVE, INC.	ALTERNATOR	228.32
		OMAG		1,889.00
				2,051.00
		OK WATER RESOURCES BOARD	23 ANNUAL ADM FEE	175.00
		COMPSOURCE OKLAHOMA	WC WATER DEPT	197.61
		BLAIR TIRE & FEED, LLC	RECYCLE FEE	2.90
			BALANCE/MOUNT	25.00
		MANGUM ACE HOME CENTER	PADLOCK/CHAIN	48.72
			SOFTLENS/DUCTTAPE	18.52
			PRIMER/CEMENT	36.06
			DRAIN/BATTERIES	40.93
			CLEANINGWIPES/RAGS	11.68
			NUTS/BOLTS/SCREWS	4.76
			NUTS/BOLTS/SCREWS	20.74
			POLE/POLY/BROOM	296.30
			ZONE MRK WHITE	66.28
			FILM POLY	99.42
		MICRO-COM, INC	CONTROL PANEL	1,250.00
			CONTROL PANEL	1,250.00
			SHIPPING	22.27

Item 3.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TREERING WORKFORCE SOLUTIONS INC		6.50
		MANGUM REGIONAL MEDICAL CENTER		214.00
		CARD SERVICE CENTER	FUEL JETTER REPAIR	49.00
		2020 MANGUM LLC		682.47
		AT&T MOBILITY		117.95
		MYERS ENGINEERING, CONSULTING	ENGINEERING SERVICES	3,334.50
			PERMIT APP PREP	1,943.09
		OSEEGIB	MEDICAL INSURANCE	1,100.10
			MEDICAL INSURANCE	1,100.10
		LOCKE SUPPLY	PRESSURE TEE	26.79
			PVC SLIP CAP	20.20
		OMUSA		90.00
		DEPT OF ENVIRONMENTAL QUALITY	APP #SL000028240124	1,057.42
			PERMIT OK100004	649.52
			TOTAL:	19,713.88
ELECTRIC DEPARTMENT	MANGUM UTILITY AUT	GREAT PLAINS BANK	FICA TAXES	249.95
			FICA TAXES	249.82
			MEDICARE TAXES	58.46
			MEDICARE TAXES	58.42
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	602.10
			OKLAHOMA RETIREMENT	602.10
		TECHLINE, INC.	50 LEEVE, COPPER	81.00
		O'REILLY AUTOMOTIVE, INC.	LIGHT	7.19
			SPARK PLUG	13.36
			OIL/FILTER	48.96
		OMAG		1,224.00
				143.75
		COMPSOURCE OKLAHOMA	WC ELECTRIC DEPT	590.08
		BLAIR TIRE & FEED, LLC		740.00
		MANGUM ACE HOME CENTER	WATERWELD	9.74
			MARKING PAINT	19.48
			PAINT/FLAPPER KORKY	16.56
			PTR TAPE	13.63
			ELECTROCIN/OXIDANT	20.46
			EAR PLUGS	9.73
		TREERING WORKFORCE SOLUTIONS INC		4.40
		2020 MANGUM LLC		224.78
		AT&T MOBILITY		117.95
		OSEEGIB	MEDICAL INSURANCE	1,100.10
			MEDICAL INSURANCE	1,100.10
		O M P A	CURRENT EVENT WINTER	90.00
			LOAN ACT 460	676.56
			JAN 24	131,052.94
		OMUSA		90.00
			TOTAL:	139,215.62
SANITATION/CE/ ACO DEP	MANGUM UTILITY AUT	GREAT PLAINS BANK	FICA TAXES	227.85
			FICA TAXES	228.21
			MEDICARE TAXES	53.29
			MEDICARE TAXES	53.38
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	140.40
			OKLAHOMA RETIREMENT	140.40
			OKLAHOMA RETIREMENT	369.20
			OKLAHOMA RETIREMENT	369.69
		OMAG		342.00

Item 3.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
				238.75
		COMPSOURCE OKLAHOMA	WC REC/CODE/ACO	969.33
		HARMON ELECTRIC ASSOC INC	#80198000	47.85
		MANGUM ACE HOME CENTER	FOAMBRUSH/GLSBLK	14.41
			TPE/SPRY SATBLK\	15.59
			NUTS/BOLTS/SCREWS	3.20
			BUCKET/LID	28.02
		WASTE CONNECTIONS	JANUARY	31,636.81
		TREERING WORKFORCE SOLUTIONS INC		8.80
		2020 MANGUM LLC		162.28
		ARK VET CLINIC	6 ANIMALS	26.50
			5 ANIMALS	23.50
			2 ANIMALS	10.00
		OSEEGIB	MEDICAL INSURANCE	1,466.80
			MEDICAL INSURANCE	1,466.80
		OMUSA		90.00
		DEWAYNE'S AUTO & MUFFLER	BATTERY CODE TRUCK	174.27
			TOTAL:	38,307.33
GENERAL MANAGER	MANGUM UTILITY AUT	GREAT PLAINS BANK	FICA TAXES	21.67
			MEDICARE TAXES	5.07
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	42.43
		OSEEGIB	MEDICAL INSURANCE	37.42
			TOTAL:	106.59
WASTE WATER TREATMENT	MANGUM UTILITY AUT	OMAG		20.50
			TOTAL:	20.50
POWER PLANT	MANGUM UTILITY AUT	OMAG		5,357.00
			TOTAL:	5,357.00
GOLF COURSE	GOLF FUND	OMAG		777.00
		MANGUM ACE HOME CENTER	LOCKS GOLF COURSE	204.72
			LOCKS GOLF COURSE	35.09
			PADLOCK	27.29
			TOTAL:	1,044.10
FIRE DEPT GRANT	FIRE GRANT FUND	J AND G TWO-WAY	HANDHELD RADIO	2,548.00
			MICS FOR HANDHELDS	650.00
			TOTAL:	3,198.00
AIRPORT OPERATIONS FUN	AIRPORT OPERATIONS	OMAG		184.00
				568.50
		BUGMASTER INC		31.72
		HARMON ELECTRIC ASSOC INC	HANGAR #237500	58.76
			TERMINAL #390907	776.56
			BEACON #498300	149.15
		MANGUM ACE HOME CENTER	232679	46.56
			232813	15.59
			TOTAL:	1,830.84
NON-DEPARTMENTAL	GEN GOV'T INT SERV	GREAT PLAINS BANK	FEDERAL WITHHOLDING	824.54
			FEDERAL WITHHOLDING	842.46
			FICA TAXES	716.84
			FICA TAXES	734.83
			MEDICARE TAXES	167.66

Item 3.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOU
				Item 3.
			MEDICARE TAXES	171.86
		OKLAHOMA TAX COMM - SIT	STATE INCOME TAX WITHHELD	330.00
			STATE INCOME TAX WITHHELD	328.33
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	766.67
			OKLAHOMA RETIREMENT	764.70
		MANGUM UTILITY AUTHORITY	EMPLOYEE UTILITY BILLS	81.00
			EMPLOYEE UTILITY BILLS	87.90
		AMERICAN FIDELITY ASSURANCE	AMERICAN FIDELITY PRE TAX	58.57
			AMERICAN FIDELITY PRE TAX	58.57
			AMERICAN FIDELITY	103.87
			AMERICAN FIDELITY	103.87
		CONTINENTAL GENERAL INS CO	EMPLOYEE CONTRIBUTIONS	19.76
		OSEEGIB	OSEEGIB	33.08
			EMPLOYEE'S MEDICAL INSURAN	174.24
			EMPLOYEE'S MEDICAL INSURAN	168.10
			TOTAL:	6,470.69
ADMINISTRATION	GEN GOV'T INT SERV	GREAT PLAINS BANK	FICA TAXES	311.98
			FICA TAXES	329.94
			MEDICARE TAXES	72.97
			MEDICARE TAXES	77.17
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	706.71
			OKLAHOMA RETIREMENT	745.04
		COMPSOURCE OKLAHOMA	WC ADMIN	43.11
		MANGUM ACE HOME CENTER	PADLOCK DROP BOX	17.53
			PUNCH PIN SET	22.42
			MENS RESTROOM	46.70
			PAINT/KILZ	211.43
			233483	25.91
		CARD SERVICE CENTER	SUPPLIES	94.21
			XMAS BANQUET	90.79
		AMAZON CAPITAL SERVICES	LYSIOL CLEANER	23.95
			TRASH BAGS	23.99
			WINDEX	3.37
			CLOROX WIPES	23.92
			PAPER	199.95
			TRAYS	20.99
			CREDIT CARD PAPER	19.37
			CALCULATOR PAPER	14.99
			FABULOUS	19.99
		OSEEGIB	MEDICAL INSURANCE	1,466.80
			MEDICAL INSURANCE	1,466.80
			TOTAL:	6,080.03
SUPERINTDNT/SHOP DEPT	GEN GOV'T INT SERV	GREAT PLAINS BANK	FICA TAXES	214.17
			FICA TAXES	214.17
			MEDICARE TAXES	50.09
			MEDICARE TAXES	50.09
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	469.80
			OKLAHOMA RETIREMENT	469.80
		O'REILLY AUTOMOTIVE, INC.	TOOL/FUNNEL/GAUGE	26.39
		ATWOODS/FARM PLAN	PART WASHER SOLVENT	59.99
		COMPSOURCE OKLAHOMA	WC SUPER/SHOP	254.98
		AMAZON CAPITAL SERVICES	HOSE WITH BRUSH	20.99
		ARAMARK		141.00
		OSEEGIB	MEDICAL INSURANCE	733.40

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICAL INSURANCE	733.40
			TOTAL:	3,438.27
CITY MANAGER	GEN GOV'T INT SERV	GREAT PLAINS BANK	FICA TAXES	190.69
			FICA TAXES	190.72
			MEDICARE TAXES	44.60
			MEDICARE TAXES	44.60
		OKLA PUBLIC EMP RET SYS	OKLAHOMA RETIREMENT	415.80
			OKLAHOMA RETIREMENT	373.37
		CARD SERVICE CENTER	SUPPLIES	44.62
		ERMA MORA	MILEAGE	230.48
		BIG DOG CUSTOM SPORTSWEAR	SHIRTS	20.00
			PANTS	26.00
			SWEATSHIRT	30.00
			HOODIE	21.00
		AT&T MOBILITY		508.95
		OSEEGIB	MEDICAL INSURANCE	366.70
			MEDICAL INSURANCE	329.28
			TOTAL:	2,836.81
MUNICIPAL POOL	MUNICIPAL POOL FUN	OMAG		685.25
		MANGUM ACE HOME CENTER	232463 ANTIFREEZE	18.36
			TOTAL:	703.61
NON-DEPARTMENTAL	POOLED CASH	CITY OF MANGUM PAYROLL ACCT	PAYROLL 2.9.24	39,135.10
			PAYROLL 2.23.24	43,294.92
			TOTAL:	82,430.02

===== FUND TOTALS =====

01	GENERAL FUND	83,904.25
02	MANGUM UTILITY AUTHORITY	235,863.24
15	GOLF FUND	1,044.10
19	FIRE GRANT FUND	3,198.00
24	AIRPORT OPERATIONS FUND	1,830.84
39	GEN GOV'T INT SERVICES	18,825.80
40	MUNICIPAL POOL FUND	703.61
99	POOLED CASH	82,430.02
GRAND TOTAL:		427,799.86

Item 3.

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
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Item 3.

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____

APPROVED BY: _____

SELECTION CRITERIA

Item 3.

SELECTION OPTIONS

VENDOR SET: 99-CITY OF MANGUM
 VENDOR: All
 CLASSIFICATION: All
 BANK CODE: All
 ITEM DATE: 2/01/2024 THRU 2/29/2024
 ITEM AMOUNT: 99,999,999.00CR THRU 99,999,999.00
 IN POST DATE: 0/00/0000 THRU 99/99/9999
 CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

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

PRINT OPTIONS

PRINT DATE: None
 SEQUENCE: By Department
 DESCRIPTION: Distribution
 GL ACCTS: NO
 REPORT TITLE: Items over 1,500
 SIGNATURE LINES: 5

PACKET OPTIONS

INCLUDE REFUNDS: YES
 INCLUDE OPEN ITEM:NO

Item 3.

REQ.#: 23-1747 VENDOR: 99-8030 GOODE'S BODY SHOP 23-1741

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
 DEPT: 22 ORDERED BY: GORDON LAYMAN EST DEL: 2/15/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: PASSENDER SIDE BED REPAIRS
 ELECTRIC DEPT PICKUP

===== ORDERED =====

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	42 572-9200	Other Services/Charges	P/U BED REPAIR			2,582.28
TOTAL ORDERED						2,582.28

REQ.#: 23-1748 VENDOR: 99-8030 GOODE'S BODY SHOP 23-1742

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
 DEPT: 22 ORDERED BY: GORDON LAYMAN EST DEL: 2/15/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: DRIVERS SIDE BED REPAIR SUPERINTENDANT PICKUP

===== ORDERED =====

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	39 519-9104	MATERIALS & SUPPLIES	BED REPAIR SUPER P/U			2,773.72
TOTAL ORDERED						2,773.72

REQ.#: 23-1749 VENDOR: 99-23020 ADCRAFT SIGNS 23-1743

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
 DEPT: 00 ORDERED BY: EST DEL: 2/15/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: HONOR WALL AND INSTALLATION

===== ORDERED =====

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	39 524-9104	MATERIALS & SUPPLIES				175.00
TOTAL ORDERED						175.00

REQ.#: 23-1750 VENDOR: 99-15000

JIM GALLAGHER dba GALLAGHER BUILDING

23-1744

Item 3.

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
 DEPT: 22 ORDERED BY: GORDON LAYMAN EST DEL: 2/15/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: SHOP GARAGE DOOR SPRINGS AND LABOR

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	519-9200	Other Services/Charges	SPRINGS			264.74
2	01	519-9200	Other Services/Charges	SERVICE			340.00
TOTAL ORDERED							604.74

P.O. SUBTOTALS BY G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
01	519-9200	Other Services/Charges	2	604.74
** TOTALS **				2 604.74

REQ.#: 23-1751 VENDOR: 99-32306

J AND G TWO-WAY

23-1745

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
 DEPT: 06 ORDERED BY: CHRIS CHRISTIAN EST DEL: 2/15/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 1 RADIO REPAIR

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	506-9200	Other Services/Charges	RADIO REPAIR			133.29
TOTAL ORDERED							133.29

REQ.#: 23-1752 VENDOR: 99-1410

O'REILLY AUTOMOTIVE, INC.

23-1746

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
 DEPT: 06 ORDERED BY: CHRIS CHRISTIAN EST DEL: 2/15/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 4 BATTERIES

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	19	560-9104	MATERIAL & SUPPLIES	4 BATTERIES			639.63
TOTAL ORDERED							639.63

PACKET NO: 23179-FEBRUARY VENDOR STATEMENTS

REQ.#: 23-1753 VENDOR: 99-32724

HELENA CHEMICAL CO

23-1747

Item 3.

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
DEPT: 08 ORDERED BY: MIKE KYLE EST DEL: 2/15/2024 RECEIVE FLAG: N
SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 25 GAL GLYPHOSATE CHEMICAL SPRAY

Table with columns: ITEM, G/L ACCOUNT, NAME, DESCRIPTION/REFERENCE, UNITS, PRICE, AMOUNT. Includes a 'TOTAL ORDERED' row showing 437.50.

REQ.#: 23-1754 VENDOR: 99-31096

NAPA AUTO PARTS

23-1748

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
DEPT: 09 ORDERED BY: CHRIS JONES EST DEL: 2/15/2024 RECEIVE FLAG: N
SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: HOSE AND TX REEL BACK HOE

Table with columns: ITEM, G/L ACCOUNT, NAME, DESCRIPTION/REFERENCE, UNITS, PRICE, AMOUNT. Includes a 'TOTAL ORDERED' row showing 76.45.

Summary table with columns: P.O., SUBTOTALS BY G/L ACCOUNT, ACCOUNT, NAME, LINES, AMOUNT. Shows totals for account 02 523-9104.

REQ.#: 23-1755 VENDOR: 99-14110

ATWOODS/FARM PLAN

23-1749

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:
DEPT: 09 ORDERED BY: CHRIS JONES EST DEL: 2/15/2024 RECEIVE FLAG: N
SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: MONTHLY STATEMENT WATER PUMP TRAILOR AND ELECTRIC DIGGER TRUCK

Table with columns: ITEM, G/L ACCOUNT, NAME, DESCRIPTION/REFERENCE, UNITS, PRICE, AMOUNT. Includes a 'TOTAL ORDERED' row showing 96.95.

PACKET NO: 23179-FEBRUARY VENDOR STATEMENTS

Item 3.

P.O. SUBTOTALS BY G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
	02 521-9104	MATERIALS & SUPPLIES	2	60.98
	02 522-9104	MATERIALS & SUPPLIES	1	35.97
** TOTALS **			3	96.95

REQ.#: 23-1756 VENDOR: 99-8460 PUMPS OF OKLAHOMA INC. 23-1750

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/15/2024 RELEASE FLAG:

DEPT: 14 ORDERED BY: HAROLD WEAVER EST DEL: 2/15/2024 RECEIVE FLAG: N

SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: CHLORINE PRESSURE PUMP

===== ORDERED =====						
ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	02 521-9104	MATERIALS & SUPPLIES	PUMP			1,648.50
TOTAL ORDERED						1,648.50

REQ.#: 23-1758 VENDOR: 99-36233 2020 MANGUM LLC 23-1752

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/16/2024 RELEASE FLAG:

DEPT: 39 ORDERED BY: SHELLY AP EST DEL: 2/16/2024 RECEIVE FLAG: N

SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: MOTNHLY FUEL STATEMENT ALL DEPARTMENTS

===== ORDERED =====						
ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	02 522-9104	MATERIALS & SUPPLIES	FUEL			223.74
2	01 505-9200	Other Services/Charges	FUEL			652.05
3	02 521-9201	Other Services/Charges	FUEL			953.12
4	01 507-9200	Other Services/Charges	FUEL			255.00
5	01 519-9200	Other Services/Charges	FUEL			388.21
6	02 523-9201	Other Services/Charges	FUEL			194.81
7	01 506-9200	Other Services/Charges	FUEL			136.93
8	01 508-9200	Other Services/Charges	FUEL			135.72
TOTAL ORDERED						2,939.58

PACKET NO: 23179-FEBRUARY VENDOR STATEMENTS

REQ.#: 23-1761 VENDOR: 99-35199

ERMA MORA

23-1755

Item 3.

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/20/2024 RELEASE FLAG:
DEPT: 39 ORDERED BY: SHELLY AP EST DEL: 2/20/2024 RECEIVE FLAG: N
SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: MILEAGE FOR CODE ENFORCEMENT SCHOOL FEB 7-9, 2024

ORDERED

Table with columns: ITEM, G/L ACCOUNT, NAME, DESCRIPTION/REFERENCE, UNITS, PRICE, AMOUNT. Row 1: 1 01 502-9200 Other Services/Charges MILEAGE CLASS 221.00. Total: 221.00

REQ.#: 23-1762 VENDOR: 99-1800

C L BOYD COMPANY, INC

23-1756

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/20/2024 RELEASE FLAG:
DEPT: 07 ORDERED BY: STEVE KYLE EST DEL: 2/20/2024 RECEIVE FLAG: N
SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: U JOINT BOLTS STRAPS

ORDERED

Table with columns: ITEM, G/L ACCOUNT, NAME, DESCRIPTION/REFERENCE, UNITS, PRICE, AMOUNT. Rows: 1 01 507-9104 MATERIALS & SUPPLIES U JOINT 60.08, 2 01 507-9104 MATERIALS & SUPPLIES CAP SCREW 6.04, 3 01 507-9104 MATERIALS & SUPPLIES HALF CLAMP 20.44. Total: 86.56

Table with columns: P.O. SUBTOTALS BY G/L ACCOUNT, ACCOUNT, NAME, LINES, AMOUNT. Row 1: 01 507-9104 MATERIALS & SUPPLIES 3 86.56. Row 2: ** TOTALS ** 3 86.56

REQ.#: 23-1763 VENDOR: 99-1800

C L BOYD COMPANY, INC

23-1757

STATUS: NEW APPROVED BY: ERMA MORA ISSUED: 2/20/2024 RELEASE FLAG:
DEPT: 07 ORDERED BY: STEVE KYLE EST DEL: 2/20/2024 RECEIVE FLAG: N
SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: TURN SIGNALS REAL LIGHT STEERING KNOB WORK LIGHTS FOR TIRE LOADER

ORDERED

Table with columns: ITEM, G/L ACCOUNT, NAME, DESCRIPTION/REFERENCE, UNITS, PRICE, AMOUNT. Row 1: 1 01 507-9104 MATERIALS & SUPPLIES MARKER LIGHT 78.22

PACKET NO: 23179-FEBRUARY VENDOR STATEMENTS

REQ.#: 23-1763 VENDOR: 99-1800

C L BOYD COMPANY, INC

** (CONTINUED) **

23-1757

Item 3.

ITEM	G/L ACCOUNT	NAME	REFERENCE	UNITS	PRICE	AMOUNT
2	01 507-9104	MATERIALS & SUPPLIES	TURN SIGNAL			32.12
3	01 507-9104	MATERIALS & SUPPLIES	LAMP			169.28
4	01 507-9104	MATERIALS & SUPPLIES	KNOB			15.85
TOTAL ORDERED						295.47

P.O. SUBTOTALS BY G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
	01 507-9104	MATERIALS & SUPPLIES	4	295.47
** TOTALS **			4	295.47

REQ.#: 23-1764 VENDOR: 99-36618 **BIG DOG CUSTOM SPORTSWEAR** 23-1758

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/20/2024 RELEASE FLAG:
 DEPT: 27 ORDERED BY: CHRIS HALFORD EST DEL: 2/20/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 12 LONG SLEEVE WORK SHIRT/UNIFORMS
 12 SHORT SLEEVE WORK SHIRT/UNIFORM
 SHOP AND RECYCLE

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01 519-9200	Other Services/Charges	WORK SHIRT/JONES			141.00
2	02 523-9201	Other Services/Charges	WORK SHIRTS/PINEDA			153.00
3	02 523-9201	Other Services/Charges	WORK SHIRTS/BOGART			141.00
4	02 523-9201	Other Services/Charges	WORK SHIRTS/LARA			141.00
TOTAL ORDERED						576.00

P.O. SUBTOTALS BY G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
	01 519-9200	Other Services/Charges	1	141.00
	02 523-9201	Other Services/Charges	3	435.00
** TOTALS **			4	576.00

REQ.#: 23-1765 VENDOR: 99-5060 **MANGUM STAR** 23-1759

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/21/2024 RELEASE FLAG:
 DEPT: 39 ORDERED BY: SHELLY AP EST DEL: 2/21/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: PUBLIC HEARING LEGAL NOTICE

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01 502-9200	Other Services/Charges	PUBLIC HEARING LEGAL			220.05

PACKET NO: 23179-FEBRUARY VENDOR STATEMENTS

REQ.#: 23-1765 VENDOR: 99-5060

MANGUM STAR

** (CONTINUED) **

23-1759

Item 3.

ITEM	G/L ACCOUNT	NAME	REFERENCE	UNITS	PRICE	AMOUNT
===== ORDERED =====						
TOTAL ORDERED						220.05

REQ.#: 23-1766 VENDOR: 99-8340 DEWAYNE'S AUTO & MUFFLER 23-1760

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/21/2024 RELEASE FLAG:
 DEPT: 22 ORDERED BY: GORDON LAYMAN EST DEL: 2/21/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 2- 31 MHD BATTERIES FOR BIG BUCKET TRUCK

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
===== ORDERED =====						
1	02 522-9104	MATERIALS & SUPPLIES	2BATTERIES BUCKETRUC			334.50
TOTAL ORDERED						334.50

REQ.#: 23-1768 VENDOR: 99-37938 SOUTHERN PLAINS ENV LABS, LLC 23-1762

STATUS: NEW APPROVED BY: ERMA MORA ISSUED: 2/21/2024 RELEASE FLAG:
 DEPT: 14 ORDERED BY: HAROLD WEAVER EST DEL: 2/21/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: MONTHLY BAC T SAMPLES
3 SAMPLES

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
===== ORDERED =====						
1	02 521-9201	Other Services/Charges	BAC T 3 SAMPLES			99.00
TOTAL ORDERED						99.00

REQ.#: 23-1770 VENDOR: 99-34979 AMAZON CAPITAL SERVICES 23-1764

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/23/2024 RELEASE FLAG:
 DEPT: 11 ORDERED BY: JOSEPH MARSH EST DEL: 2/23/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: MATERIAL AND SUPPLIES FOR LIBRARY

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
===== ORDERED =====						
1	01 511-9104	MATERIALS & SUPPLIES	INTERNAL HARD DRIVE			159.18
2	01 511-9104	MATERIALS & SUPPLIES	ZIPLOC BAGS			14.01
3	01 511-9104	MATERIALS & SUPPLIES	SHARPIES			8.99
4	01 511-9104	MATERIALS & SUPPLIES	FEBREEZE			20.60

PACKET NO: 23179-FEBRUARY VENDOR STATEMENTS

REQ.#: 23-1770 VENDOR: 99-34979

AMAZON CAPITAL SERVICES

** (CONTINUED) **

23-1764

Item 3.

ITEM	G/L ACCOUNT	NAME	REFERENCE	UNITS	ORDERED PRICE	AMOUNT
TOTAL ORDERED						202.78

P.O.	G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
	01	511-9104	MATERIALS & SUPPLIES	4	202.78
	**	TOTALS	**	4	202.78

REQ.#: 23-1771 VENDOR: 99-34979 AMAZON CAPITAL SERVICES 23-1765

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/23/2024 RELEASE FLAG:
 DEPT: 00 ORDERED BY: EST DEL: 2/23/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: CITY HALL DOOR SIGN HOLDER BULLETIN BOARD AND INDEX TABS

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	ORDERED PRICE	AMOUNT
1	39 502-9104	MATERIALS & SUPPLIES	OFFICE SIGN HOLDERS			122.00
2	39 502-9104	MATERIALS & SUPPLIES	CLEANERS			14.35
3	39 502-9104	MATERIALS & SUPPLIES	BULLETIN BOARD			69.59
4	39 502-9104	MATERIALS & SUPPLIES	INDEX TABS			8.99
TOTAL ORDERED						214.93

P.O.	G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
	39	502-9104	MATERIALS & SUPPLIES	4	214.93
	**	TOTALS	**	4	214.93

REQ.#: 23-1772 VENDOR: 99-34979 AMAZON CAPITAL SERVICES 23-1766

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/23/2024 RELEASE FLAG:
 DEPT: 07 ORDERED BY: STEVE KYLE EST DEL: 2/23/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: FILE FOLDER WITH DIVIDERS FOR CODE FILING

ITEM	G/L ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	ORDERED PRICE	AMOUNT
1	02 523-9104	MATERIALS & SUPPLIES	FILE FOLDERS			60.84
TOTAL ORDERED						60.84

Item 3.

REQ.#: 23-1773 VENDOR: 99-34979 AMAZON CAPITAL SERVICES 23-1767

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/23/2024 RELEASE FLAG:
 DEPT: 00 ORDERED BY: SARAH DRYER EST DEL: 2/23/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: ENVELOPS FOR CHECKS
 CLEAR PROTECTIVE SLEEVES FOR PAYROLL

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	39	502-9104	MATERIALS & SUPPLIES	ENVELOPES			18.99
2	39	502-9104	MATERIALS & SUPPLIES	PROTECTIVE SLEEVES			10.47
TOTAL ORDERED							29.46

P.O. SUBTOTALS BY G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
39	502-9104	MATERIALS & SUPPLIES	2	29.46
** TOTALS **			2	29.46

REQ.#: 23-1774 VENDOR: 99-34979 AMAZON CAPITAL SERVICES 23-1768

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/23/2024 RELEASE FLAG:
 DEPT: 09 ORDERED BY: CHRIS JONES EST DEL: 2/23/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: LAWN MOWER RECOIL START

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	508-9104	MATERIALS & SUPPLIES	RECOIL START			17.99
TOTAL ORDERED							17.99

REQ.#: 23-1775 VENDOR: 99-37949 CHICKASAW PERSONAL COMMUNICATIONS, I 23-1769

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/26/2024 RELEASE FLAG:
 DEPT: 05 ORDERED BY: LANCE TAYLOR EST DEL: 2/26/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: ON SIGHT SWEEP OF REPITERS,
 REPETER DIAGNOSTICS
 DUPLEXER DIAGNOSTICS

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	505-9200	Other Services/Charges	ON SIGHT SWEEP			1,260.00
TOTAL ORDERED							1,260.00

REQ.#: 23-1777 VENDOR: 99-2390 MANGUM ACE HOME CENTER

23-1771

Item 3.

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/26/2024 RELEASE FLAG:
 DEPT: 39 ORDERED BY: SHELLY AP EST DEL: 2/26/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: MONTHLY STATEMENTS ALL DEPT MATERIAL AND SUPPLIES

===== ORDERED =====

ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	02	521-9104	MATERIALS & SUPPLIES	233570			54.56
2	02	521-9104	MATERIALS & SUPPLIES	233736			54.79
3	02	521-9104	MATERIALS & SUPPLIES	233901			55.54
4	02	521-9104	MATERIALS & SUPPLIES	233955			9.79
5	02	521-9104	MATERIALS & SUPPLIES	233732			4.25
6	01	508-9104	MATERIALS & SUPPLIES	233695			7.38
7	01	508-9104	MATERIALS & SUPPLIES	233692			33.13
8	01	508-9104	MATERIALS & SUPPLIES	233666			30.22
9	01	508-9104	MATERIALS & SUPPLIES	233626			30.00
10	01	508-9104	MATERIALS & SUPPLIES	233619			29.23
11	01	508-9104	MATERIALS & SUPPLIES	233889			13.80
12	01	508-9104	MATERIALS & SUPPLIES	CREDIT 233822			5.85-
13	01	508-9104	MATERIALS & SUPPLIES	233816			33.90
14	01	508-9104	MATERIALS & SUPPLIES	233795			26.99
15	01	508-9104	MATERIALS & SUPPLIES	233776			28.21
16	01	508-9104	MATERIALS & SUPPLIES	233926			43.52
17	01	507-9104	MATERIALS & SUPPLIES	233861			4.23
18	01	507-9104	MATERIALS & SUPPLIES	233915			8.77
19	02	523-9104	MATERIALS & SUPPLIES	233784			11.69
20	02	523-9104	MATERIALS & SUPPLIES	233757			32.17
21	01	506-9104	MATERIALS & SUPPLIES	233647			14.12
22	02	522-9104	MATERIALS & SUPPLIES	233604			59.00
23	02	522-9104	MATERIALS & SUPPLIES	233743			3.00
24	02	523-9104	MATERIALS & SUPPLIES	233723			7.79
25	39	519-9104	MATERIALS & SUPPLIES	233707			20.46
26	01	507-9104	MATERIALS & SUPPLIES	233778			19.48
						TOTAL ORDERED	630.17

P.O. SUBTOTALS BY G/L ACCOUNT

ACCOUNT	NAME	LINES	AMOUNT
01 506-9104	MATERIALS & SUPPLIES	1	14.12
01 507-9104	MATERIALS & SUPPLIES	3	32.48
01 508-9104	MATERIALS & SUPPLIES	11	270.53
02 521-9104	MATERIALS & SUPPLIES	5	178.93
02 522-9104	MATERIALS & SUPPLIES	2	62.00
02 523-9104	MATERIALS & SUPPLIES	3	51.65
39 519-9104	MATERIALS & SUPPLIES	1	20.46
** TOTALS **		26	630.17

Item 3.

REQ.#: 23-1780 VENDOR: 99-2460 J SYSTEMS 23-1774

STATUS: NEW APPROVED BY: ERMA MORA ISSUED: 2/27/2024 RELEASE FLAG:
 DEPT: 14 ORDERED BY: HAROLD WEAVER EST DEL: 2/27/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 2- 150 BAGS CHLORINE

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	02	521-9104	MATERIALS & SUPPLIES	2-150 CHLORINE			440.00
TOTAL ORDERED							440.00

REQ.#: 23-1781 VENDOR: 99-5060 MANGUM STAR 23-1775

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/27/2024 RELEASE FLAG:
 DEPT: 39 ORDERED BY: SHELLY AP EST DEL: 2/27/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: YEARLY NEWSPAPER SUBSCRIPTION

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	502-9200	Other Services/Charges	YEARLY SUBSCRIPTION			39.00
TOTAL ORDERED							39.00

REQ.#: 23-1782 VENDOR: 99-6730 DOLESE BROS. CO. 23-1776

STATUS: NEW APPROVED BY: ERMA MORA ISSUED: 2/27/2024 RELEASE FLAG:
 DEPT: 07 ORDERED BY: STEVE KYLE EST DEL: 2/27/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 2-3/4 CRUSHER RUN TRUCK LOADS

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	507-9104	MATERIALS & SUPPLIES	27.70 TON CRUSHER AG24007276			650.95
2	01	507-9104	MATERIALS & SUPPLIES	25.57 CRUSHER AG24010070			600.90
TOTAL ORDERED							1,251.85

P.O. SUBTOTALS BY G/L ACCOUNT

ACCOUNT	NAME	LINES	AMOUNT
01 507-9104	MATERIALS & SUPPLIES	2	1,251.85
** TOTALS **		2	1,251.85

Item 3.

REQ.#: 23-1784 VENDOR: 99-32746 WESTERN TECHNOLOGY CENTER 23-1778

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/28/2024 RELEASE FLAG:
 DEPT: 05 ORDERED BY: LANCE TAYLOR EST DEL: 2/28/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: POSEE EXAM

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	505-9200	Other Services/Charges	POSSEE EXAM			45.00
TOTAL ORDERED							45.00

REQ.#: 23-1785 VENDOR: 99-36618 BIG DOG CUSTOM SPORTSWEAR 23-1779

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/28/2024 RELEASE FLAG:
 DEPT: 07 ORDERED BY: STEVE KYLE EST DEL: 2/28/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 24 CITY OF MANGUM FOR METER READERS

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	508-9104	MATERIALS & SUPPLIES	CAPS FOR METER READ			90.00
2	02	521-9104	MATERIALS & SUPPLIES	CAPS FOR METER READ			90.00
3	02	523-9104	MATERIALS & SUPPLIES	CAPS FOR METER READ			90.00
4	01	507-9104	MATERIALS & SUPPLIES	CAPS FOR METER READ			90.00
TOTAL ORDERED							360.00

REQ.#: 23-1786 VENDOR: 99-34627 MANGUM REGIONAL MEDICAL CENTER 23-1780

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/28/2024 RELEASE FLAG:
 DEPT: 00 ORDERED BY: SARAH DRYER PAYROLL EST DEL: 2/28/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: KM PRE EMPLOY DRUG SCREEN STREETS DEPT

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	507-9200	Other Services/Charges	KM PRE EMPLOY			27.00
TOTAL ORDERED							27.00

REQ.#: 23-1787 VENDOR: 99-34803 CARD SERVICE CENTER

23-1781

Item 3.

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/28/2024 RELEASE FLAG:
 DEPT: 39 ORDERED BY: SHELLY AP EST DEL: 2/28/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: MONTHLY STATEMENTS ALL DEPARTMENT

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	502-9200	Other Services/Charges	FUEL CM CLASSES			29.07
2	01	502-9200	Other Services/Charges	MEAL CM CLASSES			17.92
3	01	502-9200	Other Services/Charges	MEAL CM CLASSES			14.82
4	01	502-9200	Other Services/Charges	MEAL CM CLASSES			20.00
5	01	502-9200	Other Services/Charges	FUEL CM CLASSES			25.00
6	01	502-9200	Other Services/Charges	MEAL CM CLASSES			23.50
7	01	502-9200	Other Services/Charges	HOTEL CM CLASSES			312.00
8	02	521-9104	MATERIALS & SUPPLIES	FUELP/U JETTER			48.00
9	01	502-9200	Other Services/Charges	FUEL CODE CLASSES			30.00
10	01	502-9200	Other Services/Charges	MEAL CODE CLASSES			32.79
11	01	502-9200	Other Services/Charges	ALL EMPLOYEE MEET			63.60
12	01	505-9200	Other Services/Charges	MMPI			140.00
13	01	502-9200	Other Services/Charges	INTEREST			76.12
TOTAL ORDERED							832.82

P.O. SUBTOTALS BY G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
	01 502-9200	Other Services/Charges	11	644.82
	01 505-9200	Other Services/Charges	1	140.00
	02 521-9104	MATERIALS & SUPPLIES	1	48.00
** TOTALS **			13	832.82

REQ.#: 23-1789 VENDOR: 99-37861 SAFE LIFE DEFENSE, LLC

23-1783

STATUS: NEW APPROVED BY: ALLY KENDALL ISSUED: 2/29/2024 RELEASE FLAG:
 DEPT: 05 ORDERED BY: LANCE TAYLOR EST DEL: 2/29/2024 RECEIVE FLAG: N
 SHIP-TO: 001 CITY OF MANGUM

P.O. DESCRIPTION: 2 MULTITHREAT VEST LEVEL 3
 2 HARD RIFLE PLATE LEVEL 4
 4 SIDE ARMOR PANELS 5X7

===== ORDERED =====							
ITEM	G/L	ACCOUNT	NAME	DESCRIPTION/ REFERENCE	UNITS	PRICE	AMOUNT
1	01	402-8029	P.D. GRANT REVENUE	MULTIPTHREAT VEST			1,358.00
2	01	402-8029	P.D. GRANT REVENUE	2 RIFLE PLATE			676.00
3	01	402-8029	P.D. GRANT REVENUE	SIDE ARMOR			276.00
TOTAL ORDERED							2,310.00

Item 3.

P.O. SUBTOTALS BY G/L ACCOUNT	ACCOUNT	NAME	LINES	AMOUNT
	01 402-8029	P.D. GRANT REVENUE	3	2,310.00
	** TOTALS **		3	2,310.00

Item 3.

P.O. TOTALS BY MONTH	FUND	MONTH	ITEMS	AMOUNT
	01	2/2024	62	10,143.09
	02	2/2024	30	5,083.49
	19	2/2024	1	639.63
	39	2/2024	9	3,213.57
	42	2/2024	1	2,582.28
	** TOTALS **		103	21,662.06

P.O. TOTALS BY DEPARTMENT	DEPARTMENT	PO'S	AMOUNT
	00	4	446.39
	05	3	3,615.00
	06	2	772.92
	07	5	2,054.72
	08	1	437.50
	09	3	191.39
	11	1	202.78
	14	3	2,187.50
	22	4	6,295.24
	27	1	576.00
	39	6	4,882.62
	** TOTALS **	33	21,662.06

P.O. TOTALS BY STATUS		PO'S	AMOUNT
	NEW	33	21,662.06
	OUTSTANDING	0	0.00
	** TOTALS **	33	21,662.06

TOTAL SUSPENDED PO'S		PO'S	AMOUNT
	SUSPENDED	0	0.00

P.O. TOTALS BY G/L ACCOUNT

Item 3.

YEAR	ACCOUNT	NAME	PO'S	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
					ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2023-2024	01 402-8029	**WARNING:NON-EXPENSE ACCT	1	2,310.00	2,756-	2,310.00-				
	01 502-9200	Other Services/Charges	4	1,124.87	89,500	47,382.16	89,500	45,804.70		
	01 505-9200	Other Services/Charges	4	2,097.05	33,521	6,474.98	551,471	300,457.55		
	01 506-9104	MATERIALS & SUPPLIES	1	14.12	2,000	178.30	401,930	149,405.06		
	01 506-9200	Other Services/Charges	2	270.22	20,600	2,238.52	401,930	149,405.06		
	01 507-9104	MATERIALS & SUPPLIES	5	1,756.36	20,000	1,091.55	221,470	114,686.88		
	01 507-9200	Other Services/Charges	2	282.00	11,955	117.60	221,470	114,686.88		
	01 508-9104	MATERIALS & SUPPLIES	4	816.02	4,000	1,038.92	215,885	103,226.43		
	01 508-9200	Other Services/Charges	1	135.72	20,650	14,020.52	215,885	103,226.43		
	01 511-9104	MATERIALS & SUPPLIES	1	202.78	7,500	2,627.89	118,400	44,173.75		
	01 519-9200	Other Services/Charges	3	1,133.95	7,850	591.02	7,850	228.62-	Y	
	02 521-9104	MATERIALS & SUPPLIES	6	2,466.41	45,000	4,930.99	2,032,519	1,817,686.25		
	02 521-9201	Other Services/Charges	2	1,052.12	126,783	44,175.60	2,032,519	1,817,686.25		
	02 522-9104	MATERIALS & SUPPLIES	4	656.21	30,000	345.29	2,571,600	1,261,932.23		
	02 523-9104	MATERIALS & SUPPLIES	4	278.94	6,000	4,233.94	745,287	374,676.88		
	02 523-9201	Other Services/Charges	2	629.81	471,050	189,730.91	745,287	374,676.88		
	19 560-9104	MATERIAL & SUPPLIES	1	639.63	0	630.88-	7,500	7,121.60-	Y	
	39 502-9104	MATERIALS & SUPPLIES	2	244.39	6,000	1,985.30	236,310	79,378.42		
	39 519-9104	MATERIALS & SUPPLIES	2	2,794.18	4,000	234.24	133,780	62,950.07		
	39 524-9104	MATERIALS & SUPPLIES	1	175.00	750	118.34	118,020	78,575.06		
	42 572-9200	Other Services/Charges	1	2,582.28	23,500	20,917.72	123,500	64,811.43		
** 23-24 YEAR TOTALS **				21,662.06						

** ERROR SECTION **

REQUISITION #	P. O. #	MESSAGE	OTHER INFO
4		WARNING(S)	
		NO ERROR(S)	

**PAYROLL ESTIMATE FOR
MARCH 2024**

CITY:

Regular Time	\$68,988.80
Overtime	\$1202.41

MUA:

Regular Time	\$17,906.19
Overtime	\$242.00

Approved on:

Sarah Dreyer, Payroll Clerk

THE BOARD OF TRUSTEES OF THE MANGUM UTILITIES AUTHORITY, GREER COUNTY, OKLAHOMA, MET IN REGULAR SESSION IN MANGUM, OKLAHOMA, ON THE 5TH DAY OF MARCH, 2024, AT 6:00 O’CLOCK P.M.

PRESENT:

ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by the Secretary. Trustee _____ moved that the Resolution be adopted and Trustee _____ seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

RESOLUTION NO. 2024-0305-01

A RESOLUTION OF THE MANGUM UTILITIES AUTHORITY (THE “BORROWER”) AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE “OWRB”) FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM; APPROVING AND AUTHORIZING CLEAN WATER SRF FUNDING FROM THE OKLAHOMA WATER RESOURCES BOARD IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$430,000.00; APPROVING THE ISSUANCE OF A PROMISSORY NOTE IN THE TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$430,000.00, AND AUTHORIZING ITS EXECUTION; APPROVING AND AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT; APPROVING VARIOUS COVENANTS; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A PROJECT COSTS DISBURSEMENT ACCOUNT AND APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE CITY’S UTILITY SYSTEMS TO THE BORROWER AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE BORROWER PERTAINING TO SAID UTILITY SYSTEMS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Mangum Utilities Authority, Greer County, Oklahoma (the “Borrower”), was organized under Title 60, Oklahoma Statutes 2021, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of Mangum, Oklahoma (the “City”); and

WHEREAS, the Borrower is authorized and has determined to finance planning and design with respect to improvements to the wastewater system operated by the Borrower (the “Project”) in order to better serve the customers of said Borrower and in payment of part of the cost thereof, to seek Clean Water SRF funding from the Oklahoma Water Resources Board (the “Board”) in the amount of not to exceed \$430,000.00; and

WHEREAS, the Board has under consideration a funding application of the Borrower and the Borrower has determined to borrow money from the Board to accomplish the Project and to evidence such funding by the issuance of the Borrower’s Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the original principal amount of not to exceed \$430,000.00 (the “Note”); and

WHEREAS, it is contemplated that the Borrower will receive not to exceed \$430,000.00 in Principal Forgiveness with respect to the Note so long as the Borrower complies with requirements directed by the OWRB in accordance with the CWSRF Cap Grant, as defined in Funding Agreement for Clean Water State Revolving Fund between the Borrower and the Board (the “Funding Agreement”); and

WHEREAS, it is the desire of the Borrower to authorize the execution and delivery of any and all documents necessary or attendant to the issuance of the Note.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MANGUM UTILITIES AUTHORITY, GREER COUNTY, OKLAHOMA:

Section 1. Application. The Borrower shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Clean Water State Revolving Fund Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute said Application(s) for and on behalf of the Borrower. The Borrower is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Issuance of Note. The Borrower is hereby authorized to accept said funding and issue its Note payable to the Board. The officers of the Borrower are hereby authorized and directed to execute said Note and to do any and all lawful things to effect said funding and secure said funds from the Board, provided that the principal amount of the Note shall be an amount not to exceed \$430,000.00, and the rate of interest on the Note shall be zero percent (0.0%) per annum inclusive of administrative fees.

Section 3. Execution of Funding Agreement for Clean Water State Revolving Fund. The Funding Agreement is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized to execute same for and on behalf of the Borrower, and to do all other lawful things to carry out the terms and conditions of said Funding Agreement.

Section 4. Covenants of Borrower. Until payment in full of the Note and performance of all obligations owing to the Board under the Funding Agreement and the instruments executed pursuant hereto, unless the Board shall otherwise consent in writing, the Borrower hereby represents its intent

to abide by and carry out the covenants contained in the Funding Agreement, which covenants are incorporated herein in their entirety.

Section 5. Project Costs Disbursement Account; Fees and Expenses. The Borrower is authorized to establish an account or accounts as necessary to serve as the Project Costs Disbursement Account described in the Funding Agreement. Upon closing of the referenced Note, the officers of the Borrower are hereby authorized to disburse (from Note proceeds or other available funds of the Borrower) those fees and expenses set forth on Exhibit "A" hereto, together with such other fees and expenses as will be set forth on the Borrower's Closing Order to be executed in connection with the closing of the financing referenced herein.

Section 6. Lease of Utility Systems. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower hereby ratify and confirm those certain lease agreements in place that pertain to the leasing of the Borrower's utility systems from the City to the Borrower and/or are hereby authorized to execute and deliver an Amended Lease Agreement and Operation and Maintenance Contract that will replace and supersede any existing leases, by and between the City and the Borrower, and will authorize the Borrower to enter into said Amended Lease Agreement and Operation and Maintenance Contract whereby the City will lease its utility systems to the Borrower.

Section 7. Necessary Action. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby further authorized on behalf of the Borrower to enter into a legal services agreement with The Public Finance Law Group PLLC as Bond Counsel and with The Law Office of Corry Kendall as local counsel to the Borrower; to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Borrower, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

MANGUM UTILITIES AUTHORITY,
a public trust

(SEAL)

Jackie Menacso- Chairman

ATTEST:

Ally Kendall- Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF GREER)

I, the undersigned, Secretary of the Mangum Utilities Authority, Greer County, Oklahoma, an Oklahoma public trust, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said public trust held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 5TH DAY OF MARCH, 2024.

(SEAL)

Secretary

EXHIBIT "A"

Fees and Expenses Paid at Closing

The Public Finance Law Group PLLC	
Legal Fee and Out-of-Pocket Expenses	\$27,500.00
The Law Office of Corry Kendall	
Legal Fee and Out-of-Pocket Expenses	\$2,500.00



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

THE LAW OFFICE OF CORRY KENDALL
122 NORTH OKLAHOMA AVENUE
MANGUM, OKLAHOMA 73554
TELEPHONE (580) 782-3348

AGREEMENT FOR BOND COUNSEL AND ISSUER COUNSEL SERVICES

MANGUM UTILITIES AUTHORITY,
GREER COUNTY, OKLAHOMA
SERIES 2024 CWSRF PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of March 5, 2024, by and among THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”), THE LAW OFFICE OF CORRY KENDALL (“KENDALL” or “Issuer’s Counsel”), and the MANGUM UTILITIES AUTHORITY (the “Issuer”), an Oklahoma public trust, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel and KENDALL as Issuer’s Counsel in connection with financing planning and design with respect to improvements to the wastewater system operated by the Issuer (the “Project”) serving the City of Mangum, Oklahoma (the “City”); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Clean Water SRF Promissory Note to Oklahoma Water Resources Board (collectively referred to herein as the “Note”); and

WHEREAS, PFLG and Issuer’s Counsel each possess the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer, including the manager of the Issuer, Issuer's Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Preparation of loan, security and other authorizing documents (the "Financing Documents").
- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.
- (4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the obligations and, with respect to tax-exempt obligations, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by KENDALL for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. The Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use,

real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to the Issuer's Official Statement(s) and/or any Continuing Disclosure Undertakings for the Note, including but not limited to the accuracy, completeness or sufficiency of the Official Statement(s), Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, proceeds of the Note, or the Project after issuance of the Note.

B. *Issuer Counsel Services.* KENDALL will render the following services as Issuer's Counsel to the Issuer:

- (1) Consultation with representatives of the Issuer, including the manager of the Issuer, Bond Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Assistance in the preparation and review of the Financing Documents.
- (3) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.
- (4) Rendering of Issuer Counsel's customary final legal opinion on the organization of the Issuer, the binding nature of any legal obligations of the Issuer, the nature of any pending litigation involving the Issuer, and the status of title of certain real property utilized by the Issuer.

The obligations of Issuer's Counsel under this agreement shall be limited to the legal services rendered in connection with the issuance of the Note and shall not include any legal services in connection with the acquisition or condemnation of property to be utilized in connection with the utility systems serving the Issuer.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note of \$25,000.00.

B. *Compensation for Issuer's Counsel Services.* For services as Issuer's Counsel to the Issuer, KENDALL shall be paid a fixed fee at the time of issuance of the Note of \$2,500.00.

C. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 to cover expenses and transcript production and distribution with respect to the issuance of the Note,

provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand. KENDALL shall be reimbursed by the Issuer for actual out-of-pocket expenses.

D. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

E. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG and KENDALL shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG and KENDALL shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project

or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer, PFLG, and KENDALL any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer, PFLG, and KENDALL.

Neither PFLG nor KENDALL may assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG or KENDALL are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG and KENDALL. All references to PFLG, KENDALL, and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG or KENDALL and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

KENDALL:

The Law Office of Corry Kendall
122 North Oklahoma Avenue
Mangum, Oklahoma 73554
Attention: Corry Kendall, Esq.

ISSUER:

Mangum Utilities Authority
130 North Oklahoma Avenue
Mangum, OK 73554
Attention: Chairman

[Remainder of Page Left Blank Intentionally]

Issuer, PFLG, and KENDALL have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks, III

THE LAW OFFICE OF CORRY KENDALL

By: _____
Corry Kendall, Esq.

MANGUM UTILITIES AUTHORITY

By: _____
Title: Chairman
Date: March 5, 2024

RESOLUTION NO. 2024-0305-02

A RESOLUTION OF THE CITY OF MANGUM, OKLAHOMA AUTHORIZING CITY MANAGER/CITY CLERK TO TRANSFER THE BELOW FUNDS WITHIN THE APPROPRIATE DEPARTMENTS CORRECTING THE FISCAL YEAR 2024 BUDGET OF SCRIVENERS' ERRORS WITHOUT AMENDING THE BUDGET.

WHEREAS, the Municipal Budget Act requires that funds be budgeted, and **WHEREAS**, the Municipal Budget Act provides for budget amendments, and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the City of Mangum, Oklahoma:

01-General Fund

02- Administration

\$1,589.85- Budget entered to a closed account

05- Police Department

\$3,831.37- Paid out of wrong account within the department

\$39,989.77- (Dispatch) Paid under a closed account

06- Fire Department

\$574.54- Budget entered to a closed account

08- Parks Department

\$1,298.92- Paid out of wrong account within the department

16- Code Enforcement

\$16,559.66- Budget entered to a closed account

19- Shop Maintenance

\$1,137.71- Budget entered to a closed account

39- City Manager

\$915.98- Paid out of a closed account

\$763.04- (City Superintendent) Paid out of wrong account

02-Mangum Utility Authority

21- Water Department

\$2,268.88- Paid out of wrong account within department

23- Sanitation Department/ACO/Recycle

\$256.03- (Recycle) Budget entered in a closed account

\$2,752.55- (ACO) Budget entered in a closed account

25- Waste Water Department

\$26,719.89- Paid out of Water Department, should be under Waste Water

PASSED AND APPROVED BY THE COMMISSIONERS OF THE CITY OF MANGUM, OKLAHOMA, THIS 5th DAY OF March 2024.

(seal)

ATTEST:

Ally Kendall, Interim City Clerk

Jackie Menasco, Mayor

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
Mangum Utilities Authority (“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:

Sanitary Sewer Collection System Improvements including approximately 30,000 L.F. of sanitary sewer main replacements.

FY2025 OWRB CWSRF - Estimated Construction Cost \$7,400,000 (“Project”).

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

Study and Report Phase, Preliminary Design Phase and Final Design Phase.

(MECE Project 224030)

Bidding or Negotiating Phase, Construction Staking Services, Engineering During Construction Services and Resident Project Representative will be added by amendment at a later date.

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 their 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 4 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, 2007 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. Engineering Services (Study and Report Phase, Preliminary Design Phase and Final Design Phase) – A lump sum amount of \$400,000.00.

Fees for the Bidding or Negotiating Phase, Construction Staking Services, Engineering During Construction Services and Resident Project Representative will be added by amendment at a later date.
- 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 D, Resident Project Representative
- 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:

ENGINEER:

By: Jackie Menasco

By: William T. Myers, P.E.

Title: Chairman

Title: President

Date Signed: _____

Date Signed: 2/29/24

Engineer License or Firm's Certificate
Number: CA 121

State of: Oklahoma

Address for giving notices:

Address for giving notices:

Jackie Menasco

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

Mangum Utilities Authority

Myers Engineering, Consulting Engineers, Inc.

201 N. Oklahoma

13911 Quail Pointe Drive

Mangum, OK 73554

Oklahoma City, OK 73134

Engineer's Services

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify, evaluate and offer alternate solution(s) available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables: *[N/A]*.
7. Furnish 2 review copies of the Report and any other deliverables to Owner within 45 calendar days of the Effective Date and review it with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any other deliverables to the Owner within 30 calendar days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. ~~Perform or provide the following additional Preliminary Design Phase tasks or deliverables:~~ [N/A]
 6. Furnish 2 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 90 calendar days of authorization to proceed with this phase, and review them with Owner. Within 30 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer. Devise a design and construction schedule and distribute to the Owner.
 4. ~~Perform or provide the following additional Final Design Phase tasks or deliverables:~~ [N/A]
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 30 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 21 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final

Design Phase, develop a schedule for performance of Engineer’s services during the Final Design, Bidding, Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer’s compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 Bidding or Negotiating Phase – This phase will be added by amendment at a later date.

- 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).

A1.05 Construction Phase – This phase will be added by amendment at a later date.

- 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):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor’s work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR’s services will not limit, extend, or modify Engineer’s responsibilities or authority except as expressly set forth in Exhibit D.

3. *Construction Surveying and Staking.* **This service will be added by amendment at a later date.** Provide 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 monies 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 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, except when such assistance is required by Exhibit F.
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.
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 D**, consisting of 4 pages, referred to in and part of the **Short Form of Agreement between Owner and Engineer for Professional Services** dated _____, _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

- D1.01 *Resident Project Representative* **This phase will be added by amendment at a later date.**
- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree
 - B. Through RPR's observations of Contractor’s work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor’s work in progress, supervise, direct, or have control over Contractor’s Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor’s work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor’s performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
 - C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:*
 - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

- b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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 2024 Departmental Hourly Rates**

Effective as of 1-8-2024

Member Description	Department	Hourly Rate
CADD Technician Level 1	CADD	\$105.00
CADD Technician Level 2	CADD	\$140.00
Inspector Level 1	Construction Mgmt	\$117.00
Inspector Level 2	Construction Mgmt	\$135.00
Engineering Assistant-1	Engineering	\$87.00
Engineering Assistant-2	Engineering	\$110.00
Engineering Assistant-3	Engineering	\$140.00
Engineering Intern	Engineering	\$140.00
Design Engineer	Engineering	\$185.00
Project Engineer	Engineering	\$295.00
Principal Engineer	Engineering	\$295.00
Professional Hydrologist	Engineering	\$295.00
Project Manager	Engineering	\$140.00
Licensed Surveyor	Survey	\$200.00
GPS Crew	Survey	\$225.00
Design Surveyor	Survey	\$140.00
Survey Technician	Survey	\$140.00
Survey Assistant-1	Survey	\$85.00
Survey Assistant-2	Survey	\$110.00



Myers Engineering, Consulting Engineers, Inc.

13911 Quail Pointe Drive
Oklahoma City, OK 73134, United States
Tel: 405-755-5325 Fax: 405-755-5373
www.mecokc.com

Item 8.

City of Mangum
200 N. Oklahoma
Mangum, Oklahoma 73554

INVOICE

INVOICE DATE: 2/23/2024
INVOICE NO: 223009-4
BILLING FROM: 1/30/2024
BILLING TO: 2/22/2024

223009 - Mangum - Sanitary Sewer Main and Wastewater Treatment Plant Upgrade

Managed By: Bill Myers

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
223009 Engineering Services	\$22,230.00	60.00	\$13,338.00	\$8,892.00	\$4,446.00
223009 Construction Survey and Staking	\$9,943.00	75.00	\$7,457.25	\$7,457.25	\$0.00
223009 Discharge Permit Application Preparation	\$11,827.00	50.00	\$5,913.50	\$2,010.59	\$3,902.91
TOTAL	\$44,000.00		\$26,708.75	\$18,359.84	\$8,348.91

AMOUNT DUE THIS INVOICE \$8,348.91

This invoice is due upon receipt

SECTION 01027

S.A. &I. 427 (1985)

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$1,000.00

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or request furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Mary Jo Peterson
(Architect, contractor, supplier or engineer)

Subscribed and sworn to before me this 26th day of February 2024

Ann Adkins
Notary Public (or Clerk or Judge)



Note:

Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, Engineer or supplier of material in excess of \$1000.00, as required by 74 O.S. 1984, S. 3109



Myers Engineering, Consulting Engineers, Inc.

13911 Quail Pointe Drive
 Oklahoma City, OK 73134, United States
 Tel: 405-755-5325 Fax: 405-755-5373
 www.mecokc.com

Item 9.

City of Mangum
 200 N. Oklahoma
 Mangum, Oklahoma 73554

INVOICE

INVOICE DATE: 2/23/2024
INVOICE NO: 223138-2
BILLING FROM: 11/28/2023
BILLING TO: 2/22/2024

223138 - Mangum - DWSRF Water Meter Replacement

Managed By: Bill Myers

DESCRIPTION	CONTRACT AMOUNT	% COMPLETE	BILLED TO DATE	PREVIOUSLY BILLED	CURRENT AMOUNT
223138 USE THIS PHASE - Engineering Services Until DWSRF Approval Is Received	\$7,500.00	100.00	\$7,500.00	\$7,500.00	\$0.00
223138 Engineering Services After DWSRF Approval and funding	\$5,000.00	100.00	\$5,000.00	\$5,000.00	\$0.00
223138 Bidding Phase	\$7,500.00	100.00	\$7,500.00	\$7,500.00	\$0.00
223138 Engineering During Construction	\$27,900.00	15.00	\$4,185.00	\$0.00	\$4,185.00
TOTAL	\$47,900.00		\$24,185.00	\$20,000.00	\$4,185.00

AMOUNT DUE THIS INVOICE \$4,185.00

This invoice is due upon receipt

SECTION 01027

S.A. &I. 427 (1985)

AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$1,000.00

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

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Mary Jo Peterson
(Architect, contractor, supplier or engineer)

Subscribed and sworn to before me this 26th day of February 2024

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Note:

Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, Engineer or supplier of material in excess of \$1000.00, as required by 74 O.S. 1984, S. 3109

Mangum FTTH Discussion



dobson.net



Leadership Team



Everett Dobson

Everett currently serves as Executive Chairman on the Board of Directors for Dobson Fiber. In 1989, with the help of family-owned Dobson Telephone Company, Everett founded Dobson Communications Corporation (DCC) and was its executive chairman when it sold to AT&T in November 2007 for \$5.1 billion. At the time of the sale, the company was operating in 17 states, producing \$1.6 billion in revenue, had 3,000 employees and 1.6 million subscribers.



Francisco Maella
Chief Executive Officer



Brandy Parson
Chief Financial Officer

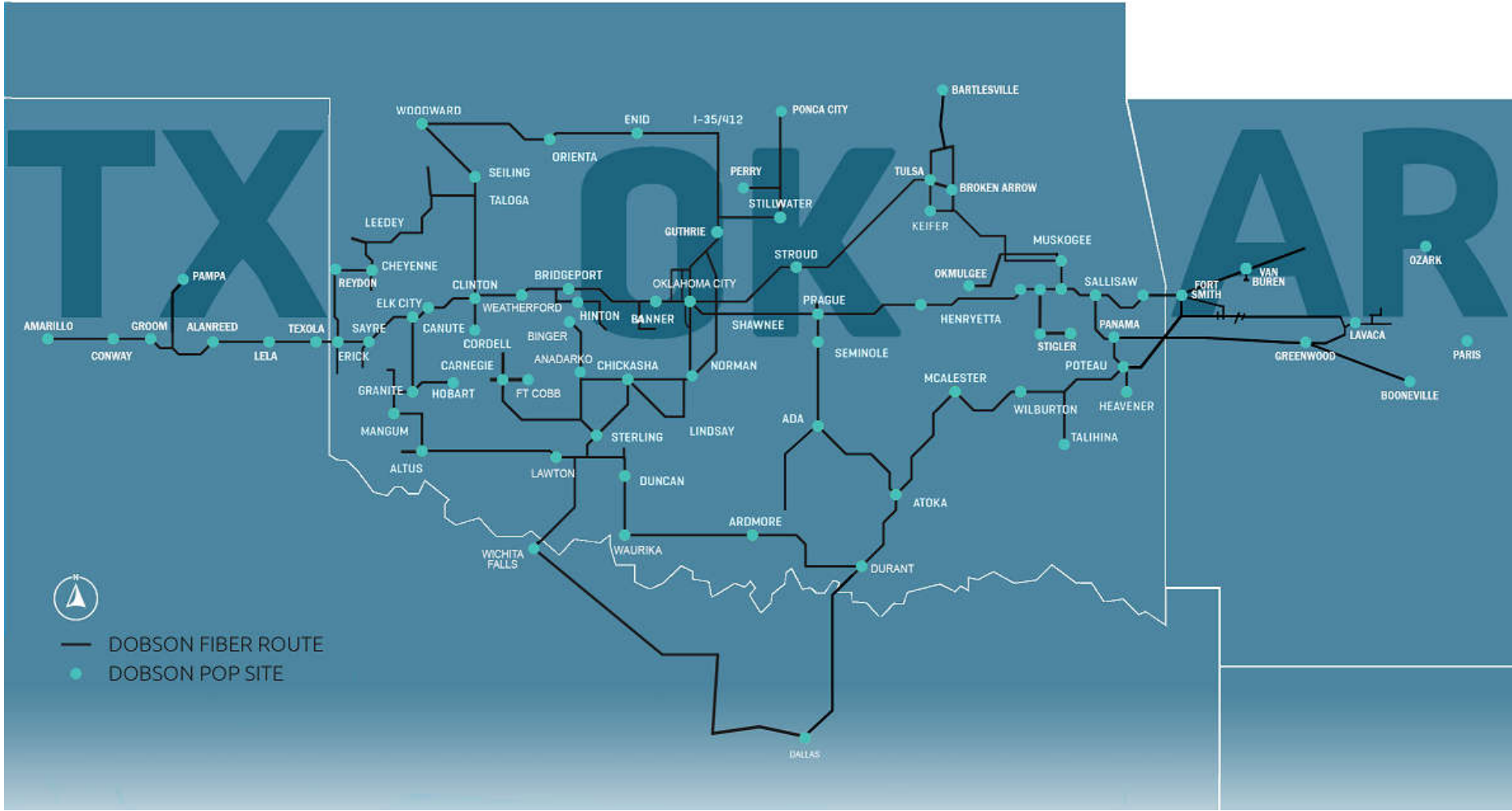


Jim Horsburgh
Chief Strategy Officer



Dan Gillan
Chief Revenue Officer

Core Fiber Network



60k+ Near-Net Locations

5,000+ Route Miles

Dobson Focus

Custom-Built Connectivity for You.

From small business to large enterprise, from rural communities to metropolitan areas and wholesale connectivity, Dobson connects you through our own [5,000+ mile state-of-the-art fiber optic network](#). Your strategy, your choices, our product, one provider... that's the power of being truly connected.



Business Solutions

Dobson connects your business with high-speed internet and Voice over IP Phone systems. For enterprise level connectivity choose Dobson for secure Cloud access, dedicated internet access, MPLS, SD-WAN, and more.

[Learn More](#)



Dobson Communities

If your business operates in a micropolitan or rural area, you may be able to take advantage of our reliable, high-speed shared internet access and Voice over IP phone systems. See if we serve your area.

[Learn More](#)



Residential Solutions

Dobson is committed to bringing reliable, high-speed internet and phone solutions for your home. We invest in communities and neighborhoods across Oklahoma and Western Arkansas. See if we serve your area.

[Learn More](#)

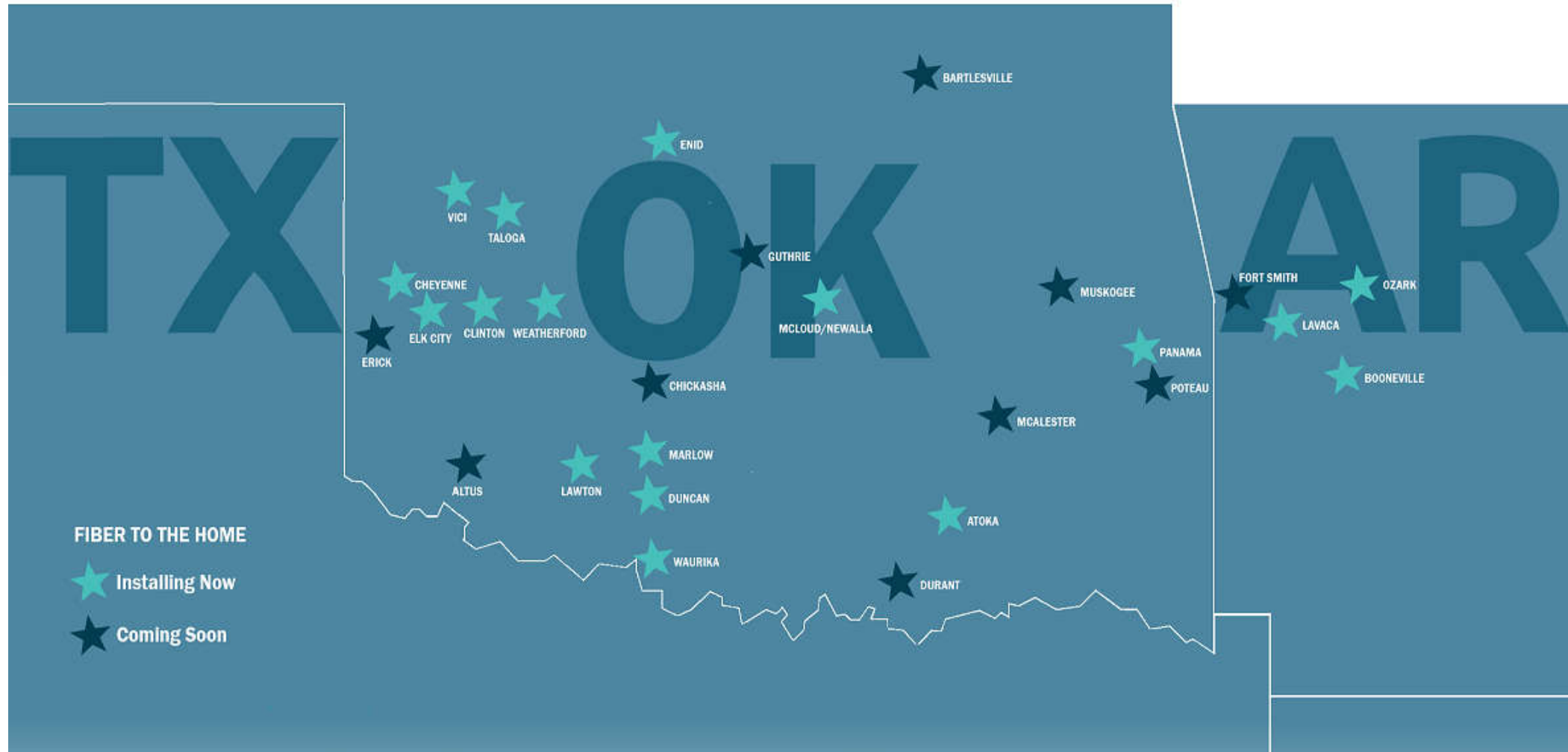


Wholesale Solutions

Whether you're an independent phone company, wireless carrier, ISP, or cable provider, Dobson connects you through our high-speed, state-of-the-art fiber network.

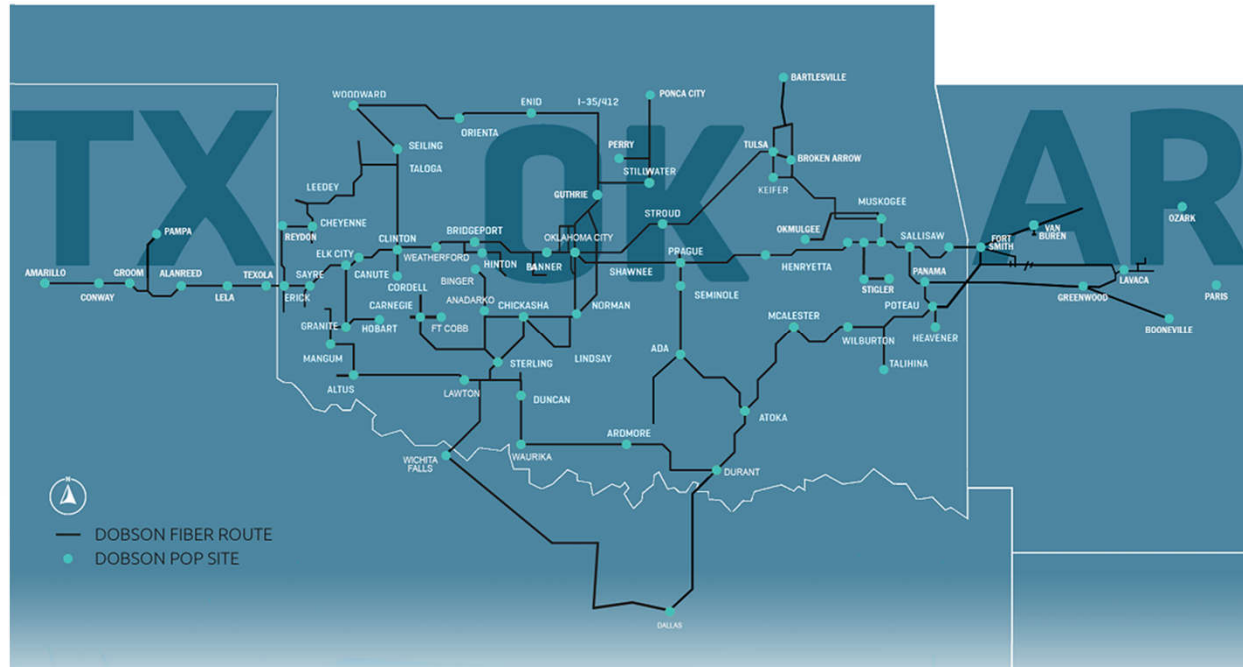
[Learn More](#)

FTTH Markets



Diverse Connectivity

- Dobson invested dual fiber routes to Dallas, TX
 - This connectivity sets Dobson apart from its regional competitors
 - Also enables Virtual Private Connections to AWS, Azure and all other relevant data center providers
- This network connectivity and resiliency is key for current and prospective employers
- Additionally, Dobson has Network-to-Network Interfaces (NNI's) with all of the relevant regional and national telecom providers



Regional Data Centers

- Dobson Fiber has a presence in all the relevant data centers in the state of Oklahoma:
 - TierPoint OKC
 - TierPoint Tulsa 1 & 2
 - MIDCON Edmond, OKC & Broken Arrow
 - Rack59
 - Bank of Oklahoma Building
 - EDGE X
- This fiber connectivity is critical for enterprises that utilize regional data centers for their critical infrastructure



Network Details

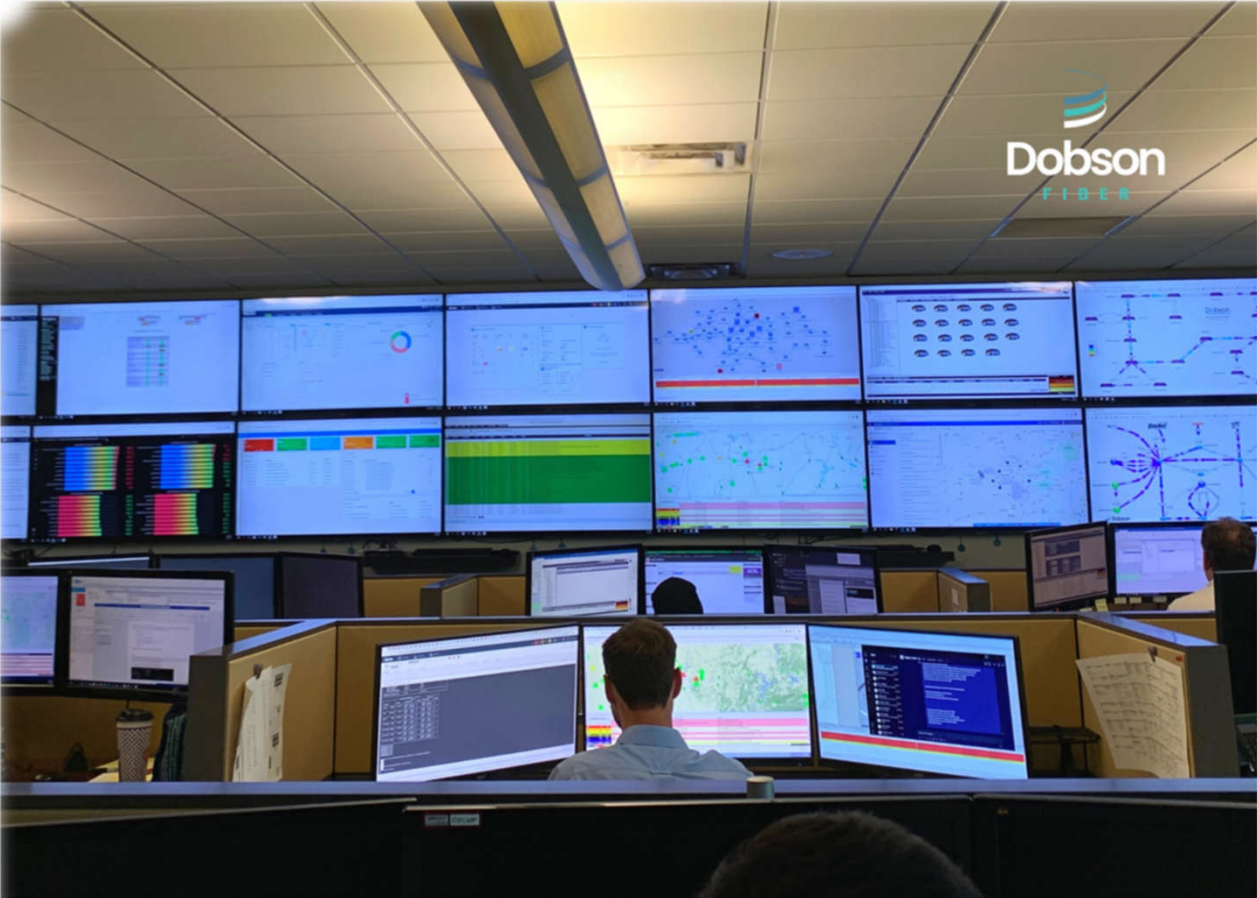
- Dobson is deploying an XGS-PON solution
- Initially this will enable up to 10 Gbps symmetrical connections
- This network solution will be upgradeable to 25 Gbps in the near future and then to 100 Gbps down the road
- These network evolutions will require **zero** modifications to the fiber infrastructure



Support

- Dobson has a Network Operations Center that is available 24x7x365 in Oklahoma
- Dobson has a Customer Service Center available 8am – 5pm in Oklahoma

One Unified Contact Number
855.5.DOBSON
(855.536.2766)



Low-Income Support

- Dobson Fiber has Eligible Telecommunications Carrier (ETC) status and thus can offer Federal service subsidies.
- Per the Affordable Connectivity Program, and since 100% of Greer County is considered Tribal land, households that meet certain criteria are eligible to receive up to a \$75 per month discount on their service.
- A household is eligible for the Affordable Connectivity Program if the household income is at or below 200% of the Federal Poverty Guidelines, or if a member of the household meets at least one of the criteria below:
 - Received a Federal Pell Grant during the current award year;
 - Meets the eligibility criteria for a participating provider's existing low-income internet program;
 - Participates in one of these assistance programs:
 - Free and Reduced-Price School Lunch Program or School Breakfast Program, including at U.S. Department of Agriculture (USDA) Community Eligibility Provision schools.
 - SNAP
 - Medicaid
 - Federal Housing Assistance, including:
 - Housing Choice Voucher (HCV) Program (Section 8 Vouchers)
 - Project-Based Rental Assistance (PBRA)/Section 202/ Section 811
 - Public Housing
 - Affordable Housing Programs for American Indians, Alaska Natives or Native Hawaiians
 - Supplemental Security Income (SSI)
 - WIC
 - Veterans Pension or Survivor Benefits
 - or Lifeline;
 - Participates in one of these assistance programs and lives on Qualifying Tribal lands:
 - Bureau of Indian Affairs General Assistance
 - Tribal TANF
 - Food Distribution Program on Indian Reservations
 - Tribal Head Start (income based)

Source: fcc.gov/acp

How to Enroll: acpbenefit.org



Why Dobson Fiber?

Since 1936, Dobson Fiber has built our business on the belief that where you live shouldn't limit your connection to opportunity. We invest in communities like yours, and serve your home and office with reliable, fiber high-speed internet access and the best technology available.



SYMMETRICAL SPEEDS

Get the same fiber fast upload and download speeds with any plan you choose.



UNLIMITED DATA

Dobson will not cap your data or slow down your speeds once you have reached a certain amount of data used each month.



NO CONTRACTS

We do not ask for yearly contracts from our residential customers because we believe you will love our products and services as much as we do.

How to order?

Check to see if fiber is available by visiting our website at dobson.net

- If address is in an area where we are installing, you will be able to pick your plan and place an order
- If your address is not ready for installation, register your address with contact information and we will notify you approximately 60 days from installation to go pick a plan and place an order



Fast. Reliable. Local.

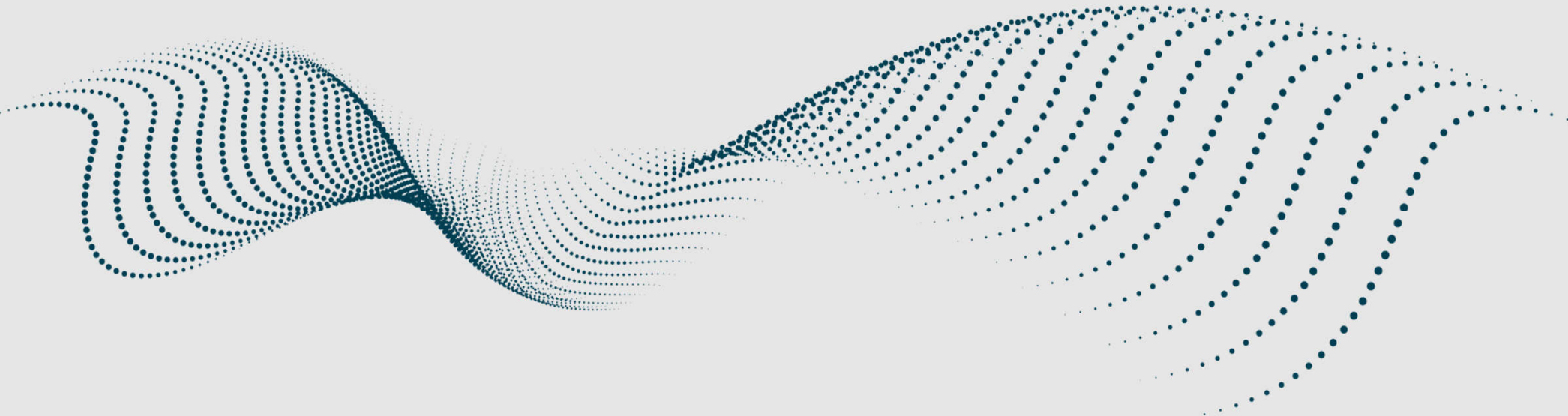
Dobson Fiber is proud to bring you 100% fiber fast internet.

Why is fiber different? Fiber internet uses the latest technology and delivers speeds that allow you to stream HD videos, movies, TV shows and game online. With our 1 GIG fiber internet plan, stream at least 5 high-definition videos simultaneously and still have enough bandwidth to email and surf the web.

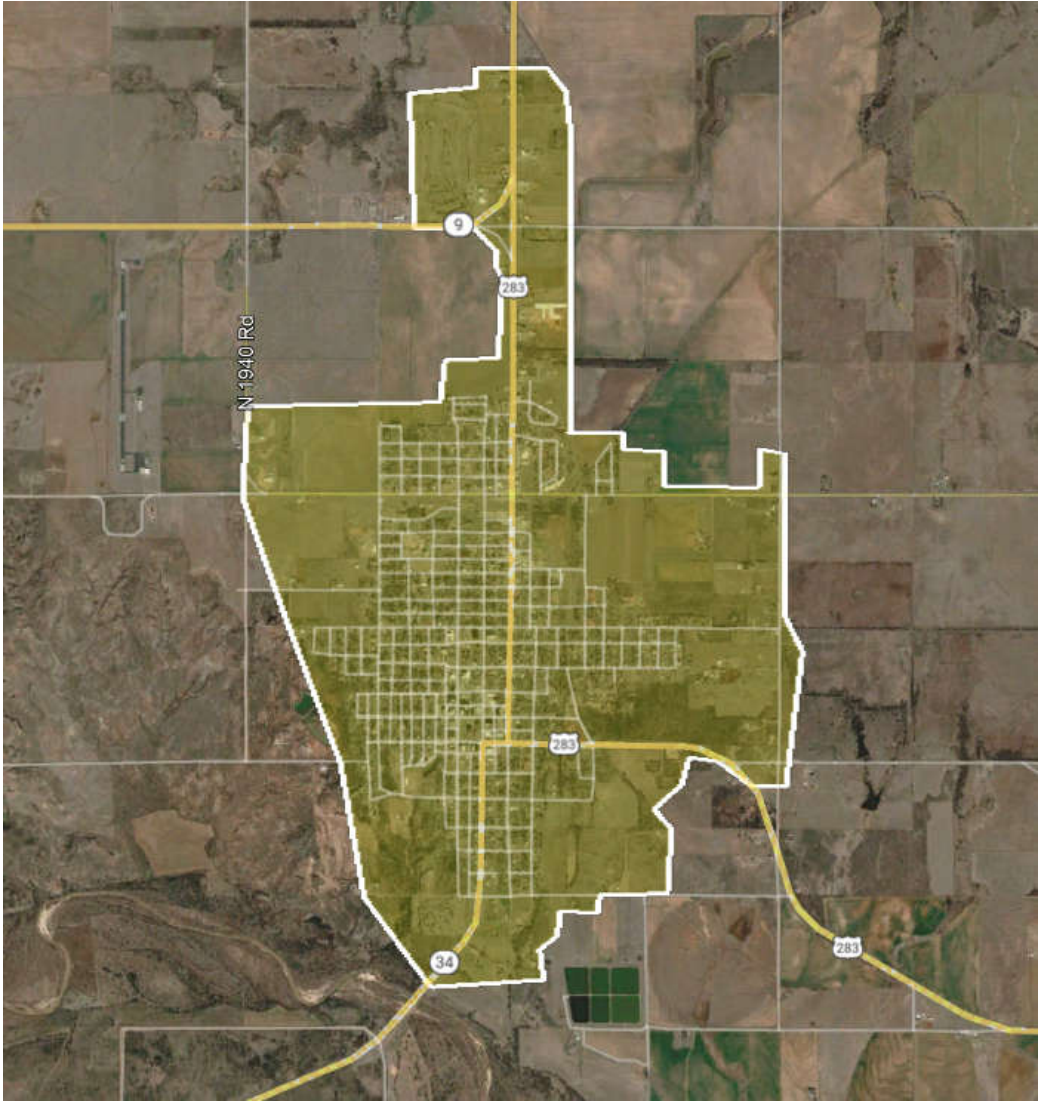
The future of the internet is here. We can't wait for you to experience Dobson Fiber.

Enter your address below to see if fiber services are available to you!

Mangum FTTH

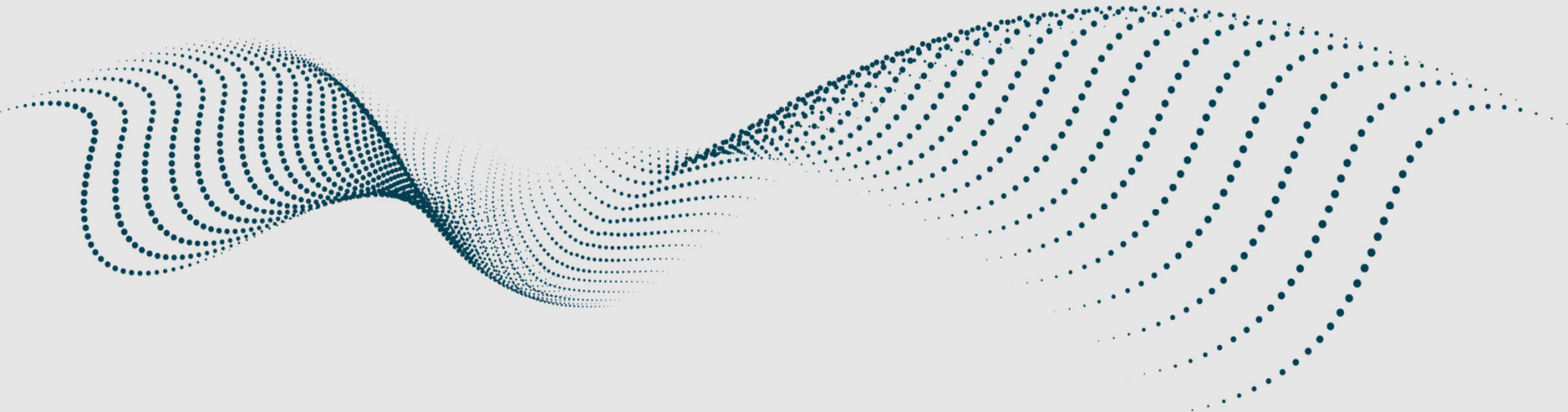


Area in Design



~1,200 Passings

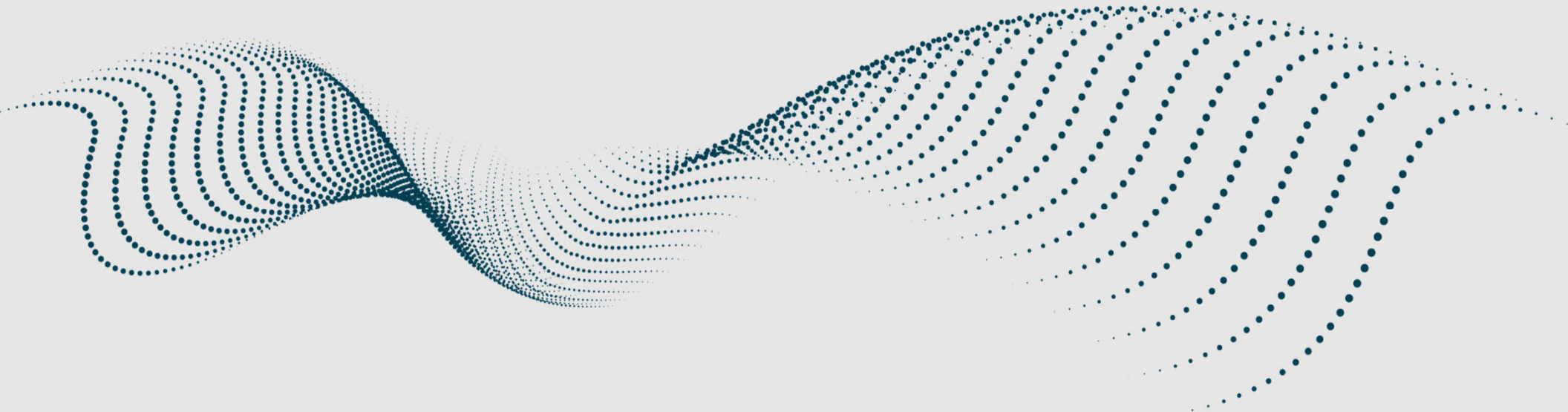
Questions



Please contact Jim Horsburgh, Chief Strategy Officer, with any questions related to this presentation.

Jim Horsburgh
405.242.0343 work
405.222.8108 mobile
jim@dobson.net

Appendix



Product Suite

Connectivity

- Dark Fiber
- Managed Wavelengths
- EPL/EVPL
- ELAN
- IP/MPLS
- SD-WAN
- Cloud Connect



Internet

- Dedicated Internet Access (DIA)
- Shared Internet Access (SIA)
- Internet Failover



VoIP

- PRI/SIP Trunks
- Hosted VoIP

Business Plans (SMB Focused)



Dobson Fiber offers Shared Internet plans to businesses that range from 80 Mbps to 10 Gbps. Plans start at \$99 per month, depending on term commitment.

DOBSON HIGH SPEED FIBER INTERNET KEEPS YOUR BUSINESS CONNECTED WITH FAST, RELIABLE SPEEDS, 24/7 LOCAL SUPPORT WITH THE BEST TECHNOLOGY AVAILABLE.

INSTALLATION OPTIONS:

- Standard
- Premium
- Premium + WiFi
- Includes Basic Firewall

FEATURES:

QUALITY BANDWIDTH AT A GREAT PRICE.
Dobson Fiber always provides symmetrical bandwidths to your business which means your upload speed is as fast as your download speed. You will get better video, better streaming, and better email.

FAST.
Dobson Fiber has built and established a vast and expanding high-speed fiber optic network. Through our state-of-the-art network, your voice and data communications are transferred from point to point quickly, safely and reliably, with virtually no interruptions.

FLEXIBLE.
Dobson bandwidth scales with your business, so you always get the speed you need.

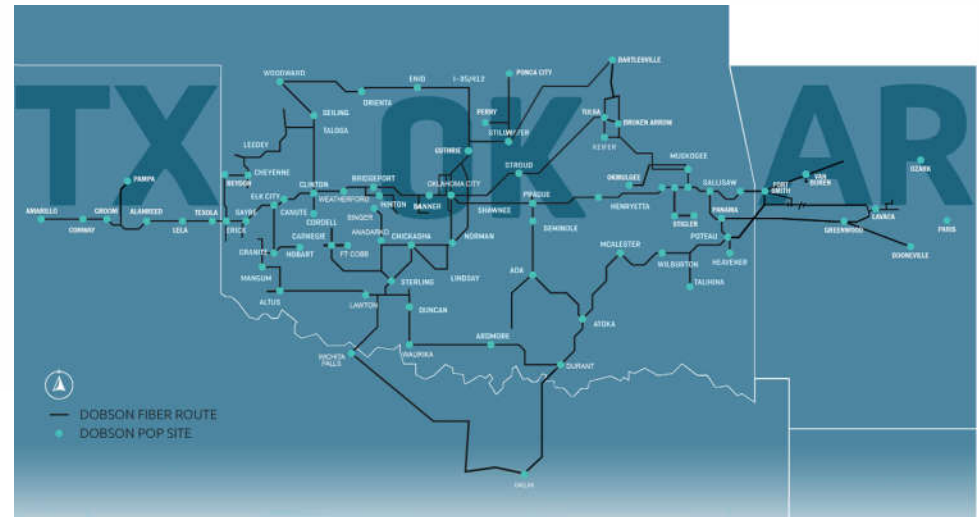
RELIABLE
Our network is built to handle millions of critical and non-critical data packets per second all day, every day.

CUSTOMIZED SUPPORT.
At Dobson, our experienced business consultants are here to listen, get to know your business, understand your vision, and offer expert technology solutions and support.

Enterprise Products

Dobson Fiber offers custom, dedicated solutions to larger enterprises, including:

- 100 Gbps Dedicated Internet
- 100 Gbps diverse private connection to AWS/Azure in Dallas
- MPLS Network Solutions
- SD-WAN Solutions
- Dark Fiber connectivity
- Managed Wave Lengths
- SIP Trunks



Right of Way Access Agreement

Between the City of Mangum

and

Dobson Technologies, Inc.

THIS IS AN AGREEMENT, made as of the date of the last signature of the parties, between the CITY of Mangum, a Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and Dobson Technologies, Inc. dba Dobson Fiber (hereinafter called DOBSON). CITY agrees to permit DOBSON to have non-exclusive access to public right of way over and under certain streets, alleys, easements, and public rights-of-way within the corporate limits of the CITY.

The CITY and DOBSON, in consideration of their mutual covenants herein, agree to the following:

SECTION 1: Right of Way Access Requirements

1.1 Conditions of Street Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by DOBSON pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. DOBSON shall comply with all right-of-way and easement management ordinances and/or regulations enacted by CITY, including such ordinances and/or regulations enacted after the effective date of this Agreement. It is expressly understood that this Agreement conveys no property interest of any kind in or to any public land, rights-of-way, or easements to DOBSON.

1.2 Restoration of Public Ways. If, during the course of DOBSON's construction, operation, or maintenance of the Cable System, there occurs a disturbance of any Public Way by DOBSON, it shall, at its expense, replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

1.3 Relocation at Request of the CITY. Upon its receipt of reasonable advance notice, DOBSON shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of DOBSON when lawfully required by CITY by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by CITY; but DOBSON shall, in all cases, have the right of abandonment of its property. If public funds are available to any company using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to DOBSON.

1.4 Relocation at Request of Third Party. DOBSON shall, at the request of any Person holding a building or other structure moving permit issued by CITY, temporarily raise or lower its wires to permit the moving of such building or other structure, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by DOBSON, making such payment in advance; and (b) DOBSON is given not fewer than ten (10) business days' advance written notice to arrange for such temporary wire changes.

1.5 Trimming of Trees and Shrubbery. DOBSON shall have the authority to trim trees or other natural growth overhanging any of its fiber internet system in the service area so as to prevent branches from coming in contact with DOBSON wires, cables, or other equipment.

1.6 Safety Requirements. Construction, installation, and maintenance of the fiber internet

system shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Fiber Internet System shall not unreasonably endanger or interfere with the safety of persons or property in the service area.

1.7 Aerial and Underground Construction. In those areas of the service area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, DOBSON likewise shall construct, operate, and maintain all of its Fiber Internet facilities underground, provided that such facilities are actually capable of receiving DOBSON's Fiber Internet and other equipment without technical degradation. In those areas of the service area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, DOBSON shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Subsection 1.7 shall require DOBSON to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Subsection 1.7, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Agreement, DOBSON shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

1.8 Pole Attachments. Utility poles owned by CITY or an affiliated entity shall be available for use by DOBSON. DOBSON shall obtain permission from CITY for the use of poles owned by CITY or its affiliate. Additionally, CITY owned property may be available, including parks, water towers, and CITY owned poles.

1.9 Notice of Construction. DOBSON shall provide written notice to the CITY Engineer and Public Utilities Department and the CITY Planning Department not less than twenty (20) days prior to commencement of any routine construction, installation, or maintenance operation conducted in the public land, rights-of-way, or easements. If such routine construction, installation, or maintenance operation will interrupt, impede or restrict vehicular traffic, DOBSON shall provide advance public notice of same and shall provide on-site safeguard and traffic warnings. In emergency situations arising at other than regular business hours, notice of the work undertaken shall be given by DOBSON to the CITY Engineer and Public Utilities Department and the CITY Planning Department the following business day.

1.10 Methods of Construction.

The method of construction of said Fiber Internet facilities shall be subject to the approval of the CITY Engineer.

The Fiber Internet cable shall be constructed, repaired, renewed, and maintained by DOBSON at DOBSON's own cost and expense in a safe, proper, and workmanlike manner and at such times and in such a manner as not to prevent or interfere with the safe, proper, and convenient movement of traffic.

DOBSON shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the premises in a solid and safe condition. DOBSON shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the CITY Engineer. If DOBSON shall fail to make any repairs or do any work required of DOBSON by the provisions of this Agreement within ten (10) working days after receipt of written notice from the CITY calling attention thereto and requesting such repairs or work to be done, then the CITY shall have the right to make such repairs or do such work at the expense of DOBSON and DOBSON shall reimburse the CITY for cost and expense of such repairs or work promptly upon receipt of a bill thereof by the CITY to DOBSON.

All Fiber Internet cables installed which cross from one side of the public right-of-way to the other shall require permission from CITY to bore under the street. When openings are made adjacent to any street, alley, public way or easement, DOBSON shall, at its expense, furnish barricades, fences, lights, and danger signals and shall take all precautionary measures for the protection of the public.

No materials or equipment used in the construction of the work shall be placed so as to endanger the work or prevent free access to all water valves, gas valves, manholes, electric, and telephone in the vicinity. The CITY reserves the right to remedy any neglect, on the part of DOBSON as regards the protection of the work, at DOBSON's expense.

DOBSON shall place standard identification markers at points where the Fiber Internet cable intersects the CITY's right-of-way boundary. Said marker shall extend a minimum of thirty-six inches (36") above right-of-way surface.

DOBSON shall provide the CITY Engineer and Public Utilities Department and the CITY Planning Department with a set of record drawings of the cable facility which shall be reviewed for compliance with this Agreement and the CITY Code.

DOBSON will place no additional structures, encroachments, or improvements in or upon property without approval of the CITY Engineer.

DOBSON will restore grounds to their preexisting condition and restore infrastructure to CITY Code standards following excavation.

Once construction is completed, DOBSON will provide CITY with "as-built" plans documenting the work done and locations accessed.

1.11 Termination of Fiber Internet Cable Usage. DOBSON shall notify the CITY in writing upon the termination of said Fiber Internet cable(s) and the right-of-way shall be returned to substantially the same condition existing prior to the installation.

1.12 Compliance with City Ordinances. DOBSON agrees to comply with all ordinances now in force or hereafter enacted by CITY.

SECTION 2: Right of Way Access Fee, Rates and Charges, Conditions of Sale or Transfer

2.1 Right of Way Access Fee. During the term of this Agreement, DOBSON shall pay to CITY a fee equal to five percent (5%) of the gross revenues that DOBSON and its affiliates collect from each Subscriber/customer to DOBSON's Fiber Internet services, including existing business and commercial Subscribers/customers. ("Right of Way Access Fee"). The Fee may be identified and

passed through on any Subscriber/customer bill by DOBSON, and all such fees collected will be forwarded to CITY quarterly and shall be due forty-five (45) days after the end of each calendar quarter.

- A. For purposes of this Agreement, gross revenues are limited to the following:
1. recurring charges for Fiber Internet Services;
 2. service charges related to the provision of Fiber Internet Services, including, but not limited to, activation, installation, and repair;
 3. administrative charges related to the provision of Fiber Internet Services, including, but not limited to, service order and service termination charges; and
 4. amounts billed to Fiber Internet Service Subscribers/customers to recover the Right of Way Access Fee authorized by this section.
- B. For purposes of this Agreement, gross revenues do not include:
1. uncollectible fees, provided that all or part of uncollectible fees which are written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
 2. late payment fees;
 3. revenues from contracts for in-home maintenance service, unless they relate solely to maintenance on equipment used only for the provisioning of Fiber Internet Services and not for the provisioning of any other service provided by DOBSON or its affiliates;
 4. amounts billed to Fiber Internet Services Subscribers/customers to recover taxes, fees, or surcharges imposed upon Fiber Internet Services Subscribers/customers in connection with the provision of Fiber Internet Services, other than the Fee authorized by this section;
 5. revenue from the sale of capital assets or surplus equipment; or
 6. charges, other than those described in subsection (A), that are aggregated or bundled with amounts billed to Fiber Internet Service Subscribers.
- C. Bundling discounts shall be apportioned fairly among internet and other services. DOBSON shall not apportion revenue in such a manner as to avoid the Right of Way Access Fee.
- D. DOBSON and CITY agree that the Right of Way Access Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, other permit fees, taxes, or assessments except sales taxes, personal or real property taxes, and act valorem taxes.
- E. The five percent (5%) of the gross revenues fee referenced above shall decrease to any lower rate that CITY agrees to charge any similarly situated telecom providers that are providing similar products to what DOBSON offers its customers.

2.2 Rates and Charges. CITY may not regulate the rates for the provision of Fiber Internet Service or other service, including, but not limited to, ancillary charges relating thereto, except as expressly provided herein and except as may be authorized pursuant to federal and state law. From time to time, and at any time, DOBSON has the right to modify its rates and charges, at its discretion and without consent of CITY, including, but not limited to, the implementation of additional charges and rates; provided, however, that DOBSON shall give notice to CITY of any such modifications or additional charges thirty (30) days prior to the effective date thereof.

2.3 Conditions of Sale. DOBSON and CITY agree that in the case of a lawful termination of this Agreement, DOBSON shall be given a reasonable opportunity to effectuate a transfer of its fiber internet system to a qualified third party. CITY further agrees that during such period of time, it shall authorize DOBSON to continue to operate pursuant to the terms of this Agreement; however, in no event shall such authorization exceed a period of time greater than six (6) months from the effective date of such termination. If, at the end of that time, DOBSON is unsuccessful in procuring a qualified transferee or assignee of its fiber internet system which is reasonably acceptable to CITY, DOBSON and CITY may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that DOBSON's continued operation of its fiber internet system during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either CITY or DOBSON. Notwithstanding anything to the contrary set forth in this Subsection 3.3, neither CITY nor DOBSON shall be required to violate federal or state law.

SECTION 3: Compliance and Monitoring

3. Books and Records. DOBSON agrees that CITY may review such of DOBSON's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the financial terms hereof. Such records include, but are not limited to, any public records required to be kept by DOBSON pursuant to the rules and regulations of the FCC, or any other governmental agency or body. Notwithstanding anything to the contrary set forth herein, DOBSON shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. CITY agrees to treat any information disclosed to it by DOBSON as confidential, to the extent not prohibited by law, and to disclose it only to employees, representatives, and agents of CITY that have a need to know, or in order to enforce the provisions hereof.

SECTION 4: Insurance, Indemnification, and Bonds or Other Surety

4.1 Insurance Requirements. DOBSON shall maintain in full force and effect during the term of this Agreement, at its own cost and expense, a general comprehensive liability insurance policy naming, as an additional insured, the CITY, its officers, boards, commissions, agents and employees, with a company mutually acceptable by DOBSON and the CITY in a form satisfactory to the CITY protecting the CITY and all persons against liability for loss or damage for personal injury, death or property damage occasioned by the operations of DOBSON under this Agreement in the amount of:

\$500,000.00 for bodily injury or death to any one person, within the limit, however, of \$1,000,000.00 for bodily injury or death resulting from any one accident.

\$500,000.00 for property damage resulting from any one accident.

Workmen's compensation insurance in such coverage as may be required by the workmen's compensation insurance and safety laws of the State and amendments thereto.

4.2 Indemnification. DOBSON agrees to indemnify, save and hold harmless, and defend CITY, its officers, boards and employees, from and against any liability for damages and for any liability or claims, in each case resulting from property damage or bodily injury (including accidental death) which arise out of DOBSON's construction, operation or maintenance of its fiber internet system, including, but not limited to, reasonable attorneys' fees and costs.

4.3 Bonds and Other Surety. Except as expressly provided herein, DOBSON shall not be required to obtain or maintain bonds or other surety as a condition of this Agreement. CITY acknowledges that the legal, financial, and technical qualifications of DOBSON are sufficient to afford compliance with the terms of the Agreement and the enforcement thereof. DOBSON and CITY recognize that the costs associated with bonds and other surety may ultimately be borne by the Subscribers in the form of increased rates for Fiber Internet Service or other service. In order to minimize such costs, CITY agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefor. CITY agrees that in no event, however, shall it require a bond or other related surety in an aggregate amount greater than \$100,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of this Agreement. Initially, no bond or other surety shall be required. In the event that one is required in the future, CITY agrees to give DOBSON at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in DOBSON's legal, financial, or technical qualifications, which would materially prohibit or impair its ability to comply with the terms of this Agreement or afford compliance therewith.

SECTION 5: Law, Venue, Jurisdiction

5. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by the laws of the State of Oklahoma. Jurisdiction and Venue will be in the District Court of Greer County, Oklahoma, or the Federal Western District of Oklahoma.

SECTION 6: Miscellaneous Provisions

6.1 Term. This Agreement shall be for a term of fifteen (15) years from the date of this Agreement unless otherwise lawfully terminated in accordance with the terms of this Agreement. Prior to the end of this Agreement's term, CITY and DOBSON agree to enter into good faith negotiations regarding the renewal, modification, and/or extension of this Agreement.

6.2 Preemption. If any federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of this Agreement, then, to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by CITY, the jurisdiction of CITY shall cease and no longer exist.

6.3 Employment Requirements. DOBSON shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, sex, religion, gender, national origin, age, familial status, or disability. DOBSON shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

6.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response to be served upon CITY or DOBSON shall be in writing and shall be delivered by a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U.S. Postal Service. If questioned, the party sending a notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered. The parties may designate such other address or addresses from time to time by giving

notice to the other in the manner provided for in this section. The notice and contact information for CITY and DOBSON are as follows:

If to CITY: City Clerk
City of Mangum
130 N Oklahoma Ave
Mangum, OK 73554

If to Dobson: Dobson Technologies, Inc.
14101 Wireless Way
Ste 300
Oklahoma CITY, OK
73134
Attn: Legal Notices

6.5 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

6.6 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Agreement or any renewal or renewals thereof.

6.7 Force Majeure. DOBSON shall not be held in default under, or in noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of DOBSON to control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain, or monitor their utility poles to which DOBSON's Fiber Internet System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Signature page follows

CITY

Attest:

City Clerk

Date:_____

Mayor

Date:_____

Approved as to Content:

City Manager

Date:_____

Approved as to Form and Legality

City Attorney

Date:_____

DOBSON

Dobson

Date:_____

By:_____

Name:_____

Title:_____