

AGREEMENT

This Agreement is made and entered into this £ day of April, 2015, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and Chickasaw Telecommunications Services, Inc., and Oklahoma corporation, hereinafter referred to as "CTSI" or "Company", with CTSI and City sometimes separately referred to hereinafter as a "Party", and sometimes collectively as "Parties".

WHEREAS, CTSI has operated and installed telecommunications systems and provided service in the City;

WHEREAS, pursuant to Contract No. K-0910-43, CTSI installed a fiber optic conduit simultaneously with the installation a fiber optic conduit for Norman Regional Health System along a portion of North Porter Avenue and a portion of West Tecumseh Road between Porter Avenue and 36th Avenue NW;

WHEREAS, Contract No. K-0910-43 was for a five year term, and that term expired on July 14, 2014;

WHEREAS, the City and CTSI desire to enter into a new Agreement in order that CTSI may continue to operation telecommunications systems and services within the City of Norman;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

1. Term of Agreement: This non-exclusive Agreement shall take effect on the 6 day of April, 2015, and it shall be effective for a term of five (5) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.
2. Nature of Agreement: CTSI has reviewed and executed the Application and Special Conditions attached hereto as Exhibit "A" and made a part hereof and understands and agrees to abide by the terms and conditions of that Application.
 - a. No other privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein and in the attached Application.
 - b. In the event CTSI utilizes these facilities for any revenue generating purpose within the City of Norman, CTSI shall pay to the City a fee equal to 3% of the Gross Revenues of CTSI and/or its affiliates collected from the commercial use of the facilities for each calendar year for telecommunications services rendered wholly within the city in lieu of a franchise tax.
 - c. Such fee shall be due and payable to the city on or before February 1 of the following year.

- d. This Agreement shall not release CTSI of any existing or future obligations involved in obtaining permits, pole, or conduit space from any department of the City, utility company, or from others maintaining utilities in City streets and rights-of-way. CTSI is subject to any and all Ordinances of the City now in force or hereafter enacted.
- e. CTSI agrees that it will at all times hereafter indemnify, protect and save harmless the City from and against any and all damages, claims, demands, suits, actions, and causes of action arising from and growing out of all injuries to or deaths of persons, or loss or destruction or damages to property as a result of the actions of CTSI or its contractors, agents, or employees in the construction, maintenance, operation, alteration, repair, or replacement of its facilities.
- f. This Agreement shall inure to the benefit of the successors, lessees, and assigns of CTSI only upon written consent of the City.
- g. This Agreement is revocable at any time by the City upon thirty (30) days notice to CTSI. If the Agreement is revoked, CTSI, at its sole expense, will remove or relocate its facilities.
- h. This Agreement conveys no property interest in or to any street, alley, easement, or right-of-way.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the ____ day of April, 2015.

CHICKASAW TELECOMMUNICATIONS SERVICES, INC.:

BY: Lori Bright
Lori Bright, President

CITY OF NORMAN:

APPROVED by the City Council of the City of Norman, Oklahoma on the ____ day of ~~April~~ ^{June} 2015.

Cindy Rosenthal, Mayor

ATTEST:

Brenda Hall, City Clerk

REVIEWED as to form and legality this 29th day of ~~April~~ ^{May} 2015.


Assistant City Attorney

CITY OF NORMAN — REVOCABLE UTILITY INSTALLATION PERMIT

Permit No. _____

Location: Norman, OK

Applicant: Chickasaw Telecommunications Services, Inc. Phone: 580-622-2170

Business Address: 124 West Vinita, Sulphur, OK 73086
P.O. Box 1179, Stillwater, OK 74074 Constr. Cost \$ 10,000

Fee \$ 151.50
(schedule on back)

The description of proposed utility line is as follows:

Place two 1 1/2" poly pipes with one fiber optic cable beginning at SH9 and running south in the right-of-way of John Saxon Blvd. and then leaving the right-of-way to provide service to 2600 John Saxon Blvd.

The work authorized by this permit shall be complete on or before _____
(Date inserted by City)

The location and depth of proposed line and all existing utilities are shown on the attached plans. It is mutually agreed the Special conditions *(on back)* for issuance of City of Norman — Revocable Utility Installation Permit apply to this permit.

Lori Bright-Pres.
Signature of Applicant Approved by Date

Special conditions for issuance of City of Norman – Revocable Utility Installation Permit

This permit is made by the City of Norman and accepted by said Company or their assignee upon the terms set forth herein and subject to the following conditions:

1. The method of construction of said line along, over and across the property above described shall be subject to the approval of the City Engineer.

Said line shall be constructed at such grade that the top thereof shall not be less than forty-eight (48) inches below the surface of said property as above described as not located, and shall thereafter be maintained at such grade.
2. Said lines shall be constructed, repaired, and renewed and maintained by the Company, at the Company's sole cost and expense, in a safe, proper and workmanlike manner, and at such times and in such manner as not to prevent or interfere with the safe, proper and convenient movement of traffic along, over and across said property above described.
3. The Company agrees that it will at all times hereafter indemnify, protect and save harmless the City of Norman from and against any and all damages, claims, demands, suits, actions, and causes or action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage to property, caused or contributed by the negligence or default of Company, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or renewing of said line.
4. The company shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, and leave the property above described in a solid and safe condition. The Company shall restore all sodded areas to its original condition by placing slab sod on all disturbed area and subject to the inspection and approval of the City Engineer. If the Company shall fail to make any repairs or to any work required of said Company by the provisions of this permit within ten (10) days after receipt of written notice from the City calling attention thereto and requesting such repairs or work to be done, then the City shall have the right to make such repairs or do such work at the expense of the Company, and the Company shall reimburse the City for the cost and expense of such repairs or work promptly upon receipt of a bill therefore from the City.
5. This permit shall inure to the benefit of the successors; lessees and assigns of the Company hereto only upon consent thereto in writing duly executed by the City.
6. It is understood and agreed by the parties hereto that this permit to the Company is subject to any and all Ordinances now in force or hereafter enacted by the City and to any and all existing rights of any public utility under and by virtue of permits or franchises heretofore granted and executed by said City, and that this permit is revocable at any time by the City upon notice thereof to the Company.
7. It is further expressly agreed that the Company will commence said work within ten (10) days of the date hereof and will prosecute the same vigorously and continuously and complete same on or before the date stipulated in the permit.
8. Where openings are made in or adjacent to any street, alley or public right of way, the Company shall, at his own expense, furnish such barricades, fences, lights and danger signals, shall provide such watchmen, and shall take such other precautionary measures for the protection of persons, or property, as are necessary. Design of the traffic controls must be submitted to and approved by the City of Norman Traffic Engineer.

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

9. It is expressly agreed that in the event the City revokes this permit or directs Company to relocate all or a portion of the line(s) authorized under this permit, Company will, at its sole expense, remove or relocate its line(s) as directed by City.
10. All street crossings will require dry boring and/or tunneling below the street surface (minimum 48"), unless special permission is received from the City Engineer to open-cut.
11. Unless revoked as provided in paragraph 7 above, this permit shall expire on the last day of June unless the company has made payments amounting to three percent (3%) of their gross revenues in lieu of a franchise tax. This fee becomes due upon commencement, activation, use, or revenue generating activity by said Company or assignee.
12. This permit authorizes Company to use and occupy a portion of certain streets, alleys, easements and other public right-of-ways, for the location of its line(s) in a manner which will not interfere with the public use of said rights of way.
13. It is expressly understood, that this permit conveys no property interest in or to any street, alley, easement or other public right of way subject hereto.
14. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.
15. Half size (11" x 17") and digital As-Builts are required.
16. Permit Fee Schedule As of April 28, 1998 the adopted fees for permit are:

Cost of Construction	Fee	Maximum
Up to \$2,000*	4.24%	\$84.80
\$2,001 to 5,000	3.60%	\$108.00
\$5,001 to \$10,000	3.03%	\$151.50
\$10,001 to \$25,000	2.42%	\$363.00
\$25,001 to \$50,000	1.82%	\$455.00
Over \$50,000	1.21%	

* Minimum charge \$15.00

Inspection fee \$7.50 per inspection or reinspection.