CHICKASHA MUNICIPAL AIRPORT AUTHORITY

AGENDA

VIA TELECONFERENCE

TIME OF MEETING
6:30 PM

DATE OF MEETING
APRIL 20, 202(

1. **Call to Order / Roll Call.**

2. **Consent Docket:**

   a. Acceptance of the Minutes of the March 2, 2020 regular meeting.
   b. Acceptance of Claims List
   c. Acceptance of Financials.
   d. Accept and ratify the audit report for Fiscal Year Ending June 30, 2019.
   e. Accept and ratify the Annual Fee Schedule for FY 20202021.

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

4. **Consideration and Discussion Items:**

   a. Discussion, consideration and possible action to award the contract for bid CAA-1902 to Williams Electric Clinton, LLC .
   b. Discussion, consideration and possible action to approve purchasing policy for Chickasha Airport Authority.

5. **Motion for Adjournment.**

Chris Mosley, Mayor attending via videoconference
Kimberly Loggins, Vice-Mayor attending via video conference
Jim Hopkins attending via videoconference
Oscar Nelson attending via videoconference
David Sikes attending via videoconference
Joseph Molder attending via videoconference
Zachary Grayson attending via videoconference
R.P. Ashanti-Alexander attending via videoconference
Brian Gerdes attending via videoconference

To watch the meeting, you can:

1. Join the Zoom webinar. Download the Zoom app at zoom.us or in your smartphone's app store. Sign up for an account and enter the webinar ID 991 7237 0277 to join. The Password is 042020.

   OR

2. Go to chickasha.org/YouTube to watch the meeting live.

   OR

3. Dial in to the Zoom meeting to listen without video. Dial one of the following numbers:
   +1 669 900 9128
   +1 346 248 7799
   +1 646 558 8656
   +1 253 215 8782
   +1 301 715 8592
   +1 312 626 6799
   When you have dialed in to the meeting, you will use Webinar ID 991 7237 0277 and password 042020 to listen.

City of
CHICKASHA

Meeting Type: CMAA Agenda 4-20-2020

Meeting Date: 4/20/2020

Department: City Clerk **Agenda Item No. 2.a.**

AGENDA ITEM: Acceptance of the Minutes of the March 2, 2020 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the March 2, 2020 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

<table>
<tr><td rowspan="3">Dept. Director:
NAME, TITLE</td><td>Fund</td><td>Account</td><td>Amount</td></tr>
<tr><td colspan="2">(To)</td><td></td></tr>
<tr><td>FUND</td><td>ACCOUNT</td><td>AMOUNT</td></tr>
<tr><td>Meeting Date:
April 20, 2020</td><td colspan="2">(From)</td><td></td></tr>
</table>

V. ATTACHMENTS:

1. CMAA Minutes - March 2, 2020

CITY OF CHICKASHA

March 2, 2020

Office of the
City Clerk

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AIRPORT AUTHORITY** was held in the council chambers in city hall on the 2nd day of March 2020 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Chairman Mosley called the meeting to order at 7:33 p.m.

ITEM 1. **Call to Order / Roll Call:**

CHAIRMAN AND TRUSTEES

PRESENT:
Chris Mosley, Chairman
Kimberly Loggins, Vice-Chairman
Oscar Nelson
Jim Hopkins
Zachary Grayson
Joseph Molder
David Sikes
R P. Ashanti-Alexander
Tom Rose

ABSENT: None.

STAFF

PRESENT:
John Noblitt, City Manager
Amanda Mullins, City Attorney
Leasa Furr, Administrative Services Director
Susan M. McDaniel, City Clerk
Tracey Austin, Executive Assistant
Brian Zalewski, Fire Chief
Kathryn Rowell, Police Chief
Shae Mortimer, Marketing
Jim Cowan, EDC

ITEM 2. **Consent Docket: ITEM 2a thru ITEM 2b**

ITEM 2a. **Acceptance of the minutes for the February 17, 2020 regular meeting.**

ITEM 2b. **Acceptance of Claims List.**

117 North 4th Street, Chickasha, Oklahoma 73018 • (405) 222-6001 • Fax No. (405) 222-6004 E-mail: Susan.McDaniel@chickasha.org

<u>*Motion by Trustee Hopkins, second by Trustee Ashanti-Alexander to approve Item 2a thru Item 2b.</u>

Roll call vote:	
Ayes:"	Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder, Rose and Mosley
"Nays:"	None
"Abstain:"	None
Motion carried.	9-0

ITEM 3. Discussion / Approval of Items Removed from Consent Docket:

No action taken on Item 3.

ITEM 4. Motion to Adjourn

<u>*Motion by Trustee Loggins, second by Trustee Nelson to adjourn.</u>

Roll call vote:	
Ayes:"	Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder, Rose and Mosley
"Nays:"	None
"Abstain:"	None
Motion carried.	9-0

TIME: 7:34 PM

Approved this 20th day of April 2020.

____
Chris Mosley, Chairman

(ATTEST)

____
Susan M. McDaniel, City Clerk

City of
CHICKASHA

Meeting Type: CMAA Agenda 4-20-2020

Meeting Date: 4/20/2020

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of Claims List

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:
Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

<table>
<tr><td rowspan="3">Dept. Director: Leasa Furr, Administrative Services Director</td><td>Fund</td><td>Account</td><td>Amount</td></tr>
<tr><td colspan="2">(To)</td><td></td></tr>
<tr><td>FUND</td><td>ACCOUNT</td><td>AMOUNT</td></tr>
<tr><td>Meeting Date: April 20, 2020</td><td colspan="2">(From)</td><td></td></tr>
</table>

V. ATTACHMENTS:

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

City of
CHICKASHA

Meeting Type: CMAA Agenda 4-20-2020

Meeting Date: 4/20/2020

Department: Finance **Agenda Item No. 2.c.**

AGENDA ITEM: Acceptance of Financials.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

<table>
<tr><td rowspan="4">Dept. Director:
Leasa Furr, Administrative Services Director</td><td>Fund</td><td>Account</td><td>Amount</td></tr>
<tr><td colspan="2">(To)</td><td></td></tr>
<tr><td>FUND</td><td>ACCOUNT</td><td>AMOUNT</td></tr>
</table>

<table>
<tr><td>Meeting Date: April 20, 2020</td><td colspan="2">(From)</td><td></td></tr>
</table>

V. ATTACHMENTS:

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

City of
CHICKASHA

Meeting Type: CMAA Agenda 4-20-2020

Meeting Date: 4/20/2020

Department: Administration **Agenda Item No. 2.d.**

AGENDA ITEM: Accept and ratify the audit report for Fiscal Year Ending June 30, 2019.

I. BACKGROUND/DESCRIPTION:

Staff provided Mayor and Council with the audit report for fiscal year ending June 30, 2019 for review and information.

II. RECOMMENDED ACTION:

Accept and ratify Audit for FYE - June 30, 2019.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

<table>
<tr><td rowspan="3">Dept. Director: Leasa Furr, Administrative Services Director</td><td>Fund</td><td>Account</td><td>Amount</td></tr>
<tr><td colspan="2">(To)</td><td></td></tr>
<tr><td>FUND</td><td>ACCOUNT</td><td>AMOUNT</td></tr>
<tr><td>Meeting Date: April 20, 2020</td><td colspan="2">(From)</td><td></td></tr>
</table>

V. ATTACHMENTS:

City of
CHICKASHA

Meeting Type: CMAA Agenda 4-20-2020

Meeting Date: 4/20/2020

Department: Administration **Agenda Item No. 2.e.**

AGENDA ITEM: Accept and ratify the Annual Fee Schedule for FY 2020-2021.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify the Annual Fee Schedule for FY 2020-2021.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 20, 2020	(From)		

V. ATTACHMENTS:

City of
CHICKASHA

Meeting Type: CMAA Agenda 4-20-2020

Meeting Date: 4/20/2020

Department: Administration **Agenda Item No. 4.a.**

AGENDA ITEM: Discussion, consideration and possible action to award the contract for bid CAA-1902 to Williams Electric Clinton, LLC .

I. BACKGROUND/DESCRIPTION:

- On March 5, 2020 bids were received for CAA-1902 Runway Lights and Sign Rehabilitation.
- There were four bids received with Williams Electric Clinton, LLC being the lowest at $357,329.00.
- The project engineer recommends awarding the contract to Williams Electric Clinton, LLC.
- This is a reimbursement grant with Oklahoma Aeronautics Commission. city's cash expenditure after reimbursement is estimated not to exceed $71,500.
- Initial outlay will be supplemented via budgeted hanger rehabilitation dollars that have not been spent.
- This project was part of the OAC Master Airport System Improvement Plan.

II. RECOMMENDED ACTION:

Award contract for bid CAA-1902 to Williams Electric Clinton, LLC in the amount of $357,329.00 and authorize Trust Manager to execute necessary documents; further authorizing City Manager to make budgeted amendments to properly fund and track project.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 20, 2020	(From)30-39-5305-018.9-		$357,329.00

V. ATTACHMENTS:

1. Bid Tabulation-Engineer Recommendation
2. Contract

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

CEC

March 18, 2020

Honorable Mayor and City Council
City of Chickasha
117 N. 4th St.
Chickasha, Oklahoma 73018

RE: Recommendation of Contract Award
Rehabilitate Runway Lights, Signs, PAPIs, and Rotating Beacon
OAC Project No. CHK-20A-S
Chickasha Municipal Airport

Honorable Mayor and City Council:

Construction bids for the referenced project were received March 5th, 2020. A detailed tabulation of bids is enclosed.

The low bidder was Williams Electric Clinton, LLC., and we recommend Base Bid be awarded to them in the amount of $357,329.00.

We appreciate the opportunity to work with the City of Chickasha on this important project.

Sincerely,
CEC Corporation

Toby Baker, P.E.
Airports Practice Leader

www.connectcec.com • 4555 West Memorial Road • Oklahoma City, OK 73142-2013
PHONE 405.753.4200

TABULATION OF BIDS

Rehabilitate Runway Lights, Signs, PAPIs, and Rotating Beacon
AIP 3-40-0018-018-2020
OAC-CHK-20-FS
Chickasha Municipal Airport

Bids Opened: 3/5/2020 10:00 AM
City Hall
Chickasha, Oklahoma

Item	Description	Quantity		Libra Electric Co. Unit Price $	Libra Electric Co. Amount $	Third Generation Electric Inc. Unit Price $	Third Generation Electric Inc. Amount $	Wise Electric Co. Unit Price $	Wise Electric Co. Amount $	Williams Electric Clinton, LLC Unit Price $	Williams Electric Clinton, LLC Amount $	Engineer's Estimate CEC Unit Price $	Engineer's Estimate CEC Amount $
Base Bid													
1	Mobilization	1	LS	$ 35,000.00	$ 35,000.00	$ 60,000.00	$ 60,000.00	$ 35,000.00	$ 35,000.00	$ 2,000.00	$ 2,000.00	$ 20,000.00	$ 20,000.00
2	Runway Closed Crosses	1	LS	$ 5,000.00	$ 5,000.00	$ 7,500.00	$ 7,500.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 5,000.00	$ 5,000.00
3	Temporary Outboard Thresholds and Chevrons	1	LS	$ 30,000.00	$ 30,000.00	$ 15,000.00	$ 15,000.00	$ 12,000.00	$ 12,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
4	Low Profile Flag and Flasher Barricades	1	LS	$ 1,600.00	$ 1,600.00	$ 5,000.00	$ 5,000.00	$ 3,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00
5	Remove Existing Fixtures	1	LS	$ 15,000.00	$ 15,000.00	$ 9,000.00	$ 9,000.00	$ 3,500.00	$ 3,500.00	$ 5,000.00	$ 5,000.00	$ 6,000.00	$ 6,000.00
6	Trench and Backfill - 24" Deep	13,500	LF	$ 2.90	$ 39,150.00	$ 5.00	$ 67,500.00	$ 1.00	$ 13,500.00	$ 1.25	$ 16,875.00	$ 1.65	$ 22,275.00
7	Trench and Backfill - 6" Deep	11,000	LF	$ 1.30	$ 14,300.00	$ 3.00	$ 33,000.00	$ 0.80	$ 8,800.00	$ 1.25	$ 13,750.00	$ 1.00	$ 11,000.00
8	2" PVC Conduit	14,000	LF	$ 3.40	$ 47,600.00	$ 5.00	$ 70,000.00	$ 1.50	$ 21,000.00	$ 1.25	$ 17,500.00	$ 2.00	$ 28,000.00
9	Bore 2" PVC Conduit	469	LF	$ 33.50	$ 15,711.50	$ 30.00	$ 14,070.00	$ 35.00	$ 16,415.00	$ 20.00	$ 9,380.00	$ 30.00	$ 14,070.00
10	No. 6 Bare Copper Counterpoise	13,800	LF	$ 1.80	$ 24,840.00	$ 1.50	$ 20,700.00	$ 1.00	$ 13,800.00	$ 1.25	$ 17,250.00	$ 1.25	$ 17,250.00
11	No. 8 Cable, Type C, 1/C, 5kV Power Cable	27,000	LF	$ 3.25	$ 87,750.00	$ 1.50	$ 40,500.00	$ 1.00	$ 27,000.00	$ 1.25	$ 33,750.00	$ 1.25	$ 33,750.00
12	Junction/Pull Boxes	12	LF	$ 980.00	$ 11,760.00	$ 2,000.00	$ 24,000.00	$ 700.00	$ 8,400.00	$ 500.00	$ 6,000.00	$ 700.00	$ 8,400.00
13	Furnish and Install 10kW CC Regulator (Runway Lights)	1	EA	$ 25,000.00	$ 25,000.00	$ 20,000.00	$ 20,000.00	$ 18,400.00	$ 18,400.00	$ 16,160.00	$ 16,160.00	$ 17,000.00	$ 17,000.00
14	Furnish and Install 7.5kW CC Regulator (PAPI's)	1	EA	$ 18,600.00	$ 18,600.00	$ 18,500.00	$ 18,500.00	$ 15,800.00	$ 15,800.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
15	Base Mounted LED MIRL (White Lens)	10	EA	$ 1,936.00	$ 19,360.00	$ 1,500.00	$ 15,000.00	$ 1,200.00	$ 12,000.00	$ 950.00	$ 9,500.00	$ 1,050.00	$ 10,500.00
16	Base Mounted LED MIRL (White/Yellow Lens)	38	EA	$ 1,975.00	$ 75,050.00	$ 1,500.00	$ 57,000.00	$ 1,200.00	$ 45,600.00	$ 950.00	$ 36,100.00	$ 1,050.00	$ 39,900.00
17	Base Mounted LED MITHL (Red/Green Lens)	16	EA	$ 2,020.00	$ 32,320.00	$ 1,500.00	$ 24,000.00	$ 1,200.00	$ 19,200.00	$ 950.00	$ 15,200.00	$ 1,050.00	$ 16,800.00
18	Upgrade 4-Box PAPIs to LED Fixtures	2	SET	$ 48,000.00	$ 96,000.00	$ 20,000.00	$ 40,000.00	$ 32,000.00	$ 64,000.00	$ 29,116.00	$ 58,232.00	$ 30,000.00	$ 60,000.00
19	Install Base Mounted LED Distance Remaining Sign on Existing Pads	4	EA	$ 5,000.00	$ 20,000.00	$ 4,500.00	$ 18,000.00	$ 3,200.00	$ 12,800.00	$ 3,900.00	$ 15,600.00	$ 3,500.00	$ 14,000.00
20	Install 1 Module LED Sign on New Pad	6	EA	$ 3,500.00	$ 21,000.00	$ 5,500.00	$ 33,000.00	$ 4,200.00	$ 25,200.00	$ 2,616.00	$ 15,696.00	$ 4,000.00	$ 24,000.00
21	Install 2 Module LED Sign on New Pad	2	EA	$ 3,900.00	$ 7,800.00	$ 6,000.00	$ 12,000.00	$ 4,800.00	$ 9,600.00	$ 2,212.00	$ 4,424.00	$ 5,000.00	$ 10,000.00
22	Install 3 Module LED Sign on New Pad	2	EA	$ 4,800.00	$ 9,600.00	$ 6,500.00	$ 13,000.00	$ 5,500.00	$ 11,000.00	$ 2,956.00	$ 5,912.00	$ 6,000.00	$ 12,000.00
23	Replace Rotating Beacon	1	LS	$ 20,000.00	$ 20,000.00	$ 18,500.00	$ 18,500.00	$ 15,400.00	$ 15,400.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00
24	Third Party Insurance	1	LS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Base Bid					$672,441.50		$635,270.00		$414,415.00		$357,329.00		$426,945.00

CONSTRUCTION CONTRACT

This Contract, made the 6th day of April, 2020, by and between Williams Electric Clinton, LLC., herein called CONTRACTOR, and the City of Chickasha, hereinafter called OWNER.

ARTICLE 1, SCOPE OF WORK

The CONTRACTOR shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications that are entitled:

Rehabilitate Runway Lights, Signs, PAPIs, and Rotating Beacon
OAC Project CHK-20A-S
Bid No. CMAA-1902
Chickasha Municipal Airport
Chickasha, Oklahoma

hereinafter called the PROJECT, and as prepared by CEC Corporation, hereinafter called the ENGINEER, and shall do everything required by this Contract, the specifications, and drawings. The observation of construction of this Contract shall be under the supervision of the ENGINEER.

ARTICLE 2, TIME OF COMPLETION

The work to be performed under this contract shall be commenced within 10 calendar days after the date of written "Notice to Proceed" of the OWNER is issued and shall be fully completed within 50 working days for the Base Bid. Working days shall be counted beginning on the date given in the "Notice to Proceed".

ARTICLE 3, AMORTIZATION PAYMENT REQUIREMENTS

The CONTRACTOR does hereby agree to pay to the OWNER liquidated damages for such time, as the entire PROJECT is not acceptable for occupancy beyond the contract time. Liquidated damages shall be $1000 per calendar day after the above stated working days have expired after date of "Notice to Proceed," until such time as all of the PROJECT is acceptable for use and operation.

Any sum of money owed to the CONTRACTOR, under the terms of this contract that has been retained by the OWNER, may be used to pay the liquidated damages to the OWNER.

The ENGINEER shall certify, after consultation with the CONTRACTOR and the OWNER, the date on which the PROJECT is available for use and operation.

The OWNER shall furnish the site and access to the site. Further, the OWNER shall do all things within its power to cooperate with the CONTRACTOR and to facilitate to CONTRACTOR'S efforts to complete the work as provided in the contract. The CONTRACTOR is relieved of responsibility for the payment of such liquidated damages only to the extent that the failure of space to be available for occupancy in accordance with the completion time established in Article 2 is caused by Acts of God.

ARTICLE 4, CONTRACT SUM

The City of Chickasha shall pay the Williams Electric Clinton, LLC. for the performance of the contract in current funds the sum of Three hundred fifty-seven thousand, three hundred twenty-nine dollars and zero cents ($357,329.00).

ARTICLE 5, THE CONTRACT DOCUMENTS

Drawings and specifications referred to in Article 1 herein are a part of this contract as if hereto attached and herein repeated. This Contract is based on plans and specifications dated February, 2020 and addenda thereto as follows: Addendum No. 1

It is agreed that changes, additions, or deletions may be made to the drawings and specifications and work to be performed only upon an agreement executed on a form in writing entered into by parties to this contract.

ARTICLE 6, CLAIM OR INVOICE AFFIDAVIT

Each monthly estimate for payment must contain, or have attached, an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature, executed on a form similar and essentially the same as that (page CA-1) bound in the specifications.

ARTICLE 7, CONTINGENCY AGREEMENT

The contract is contingent upon the "Notice to Proceed."

ARTICLE 8, THE SWORN, NOTARIZED AFFIDAVIT BELOW MUST BE SIGNED AND NOTARIZED BEFORE THIS CONTRACT WILL BECOME EFFECTIVE.

ARTICLE 9, HOLD HARMLESS, INDEMNIFY AND DEFEND CLAUSE

Any Contractor or Subcontractor performing work in connection with drawings and specifications for this Project shall hold harmless, indemnify and defend the Owner and the Engineer, their consultants and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer, their consultants or their officers, agents, and employees.

ARTICLE 10, BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

A. The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (B) below.

B. The following terms may apply to this clause:

1. **Steel and Manufactured Products.** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. **Components.** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. **Cost of Components.** This means the costs for production of the components, exclusive of final assembly labor costs.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

Williams Electric Clinton, LLC.

Scott Moore
Owner

CITY OF CHICKASHA

Chris Mosley
Mayor

ATTEST:

CITY CLERK

APPROVED as to form and legality this _____ day of ______________________, 20_______.

MUNICIPAL COUNSELOR

INTENTIONALLY LEFT BLANK

AFFIDAVIT

STATE OF Oklahoma)
) SS.
COUNTY OF Custer)

I, Scott Moore, of lawful age, being first duly sworn on oath say:

1. (s)he is the duly authorized agent of Williams Electric Clinton LLC, the Contractor under the contract, which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to the government personnel in order to procure said contract;

1. (s)he is fully aware of the facts and circumstances surrounding the making of the contract which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and

2. neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Scott Moore
Owner

Subscribed as to form and legality this 24 day of March, 2020.

Notary Public (or Clerk or Judge)

LEAH MATHEWS NOTARY PUBLIC STATE OF OKLAHOMA CUSTER COUNTY

My Commission Expires 9·19·23

LEAH MATHEWS NOTARY PUBLIC # 11008558 EXP. 9-19-23 IN AND FOR STATE OF OKLAHOMA CUSTER COUNTY

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this Contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruiting or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this section.

B. In the event of the Contractor's non-compliance with this non-discrimination clause, the Contract may be canceled or terminated by the Owner. The Owner may declare the Contractor ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

C. The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

I have read the above stated clause and agree to abide by its requirements.

Scott Moore
Owner

ATTEST:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that Williams Electric Clinton, LLC

____, as Principal,

hereinafter called Contractor, and National American Insurance Company,

a corporation organized and existing under the laws of the State of Oklahoma, as Surety,

hereinafter called Surety, are held and firmly bound unto City of Chickasha

as Obligee, hereinafter called Owner, in the amount of Three hundred fifty-seven thousand, three

hundred twenty-nine dollars and zero cents Dollars ($ 357,329.00)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 6th, 2020, entered into a contract with Owner for **Rehabilitate Runway Lights, Signs, PAPIs, and Rotating Beacon, OAC Project CHK-20A-S** in accordance with drawings and specifications prepared by CEC Corporation, 4555 West Memorial Road, Oklahoma City, Oklahoma 73142. Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety, of the lowest responsible bidder, or, if the Owner elects upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of sufficient funds to pay the cost of completion arranged under this paragraph) sufficient

funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contact and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 24 day of March, 2020 in the presence of:

Williams Electric Clinton, LLC

Leah Mathews (Witness)

By _______________ (Seal)
Scott Moore

National American Insurance Company Principal
(Surety)

Leah Mathews (Witness)

By _______________ (Seal)
Brett Brittain

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that Williams Electric Clinton, LLC

____, as Principal,

and National American Insurance Company ________________________,

a corporation authorized under the laws of the State of Oklahoma and authorized to

transact business in the State of Oklahoma, as Surety, are held and firmly bound unto

City of Chickasha in the penal sum of Three hundred fifty-seven thousand, three

(Owner)

hundred twenty-nine dollars and zero cents Dollars ($

357,329.00)

in lawful money of the United States of America, for the payment of which, well and truly made we bind ourselves and each of us, our heirs, executors, administrators, trustees, successor, and assigns, jointly and severally, firmly by these presents:

DATED this 24 day of March, 2020.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written contract with

City of Chickasha

(Owner)

DATED April 6th, 2020, for

Rehabilitate runway lights, signs, PAPIs, and rotating beacon

all in compliance with the plans and specification therefore, made a part of said Contract and on file in the office of

City of Chickasha, 117 N 4th St, Chickasha, OK 73018

(Name and Address of Owner)

NOW THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such contract, for labor and materials, rental of machinery or equipment, and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after that same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

Leah Mathews Secretary

Principal Williams Electric Clinton, LLC

By ______________________

Scott Moore Title President

Surety National American Insurance Company

By ______________________

Brett Brittain Attorney-In-Fact

DEFECT BOND

KNOW ALL MEN BY THESE PRESENTS, that Williams Electric Clinton, LLC

__________, as Principal, and National American Insurance Company

a corporation authorized under the laws of the State of Oklahoma and authorized to

transact business in the State of Oklahoma, as Surety, are held and firmly bound unto

City of Chickasha in the penal sum of Three hundred fifty-seven thousand, three
(Owner)

hundred twenty-nine dollars and zero cents Dollars ($ 357,329.00)

in lawful money of the United States of America, said sum being equal to One Hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with

City of Chickasha
(Owner)

DATED April 6th, 2020, for

Rehabilitate runway lights, signs, PAPIs, and rotating beacon

all in compliance with the plans and specification therefore, made a part of said Contract and on file in the office of

City of Chickasha, 117 N 4th St, Chickasha, OK 73018
(Name and Address of Owner)

NOW, THEREFORE, if said Principal shall pay or cause to be paid to City of Chickasha
(Owner)

all damage, loss, and expense that may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said

project by City of Chickasha ; then this obligation shall be null and void,
(Owner)
otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

DATED this 24 day of March, 20 20.

ATTEST:

Leah Mathews

Principal Williams Electric Clinton, LLC

By

Scott Moore Title President

Surety National American Insurance Company

By

Brett Brittain Attorney-In-Fact

NATIONAL AMERICAN INSURANCE COMPANY

CONTRACTOR EPIDEMIC BOND RIDER

To be attached to and form a part of Bond No. CBB0052661, Dated 04/06/2020

Williams Electric Clinton, LLC, as Principal and

National American Insurance Company as Surety, in favor of City of Chickasha as Obligee.

Effective 03/24/2020 it is understood and agreed that the bond is changed or revised in the particulars as indicated below:

Notwithstanding any provision(s) of this Contract, if as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), Contractor's work is delayed, disrupted, suspended, or otherwise impacted, including, but limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Contractor's workforce and/or unavailability of labor; (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner restrictions and/or directives; (5) fulfillment of Contractor's contractual or legal health and safety obligations associated with an Epidemic; and/or (6) Subcontractors' (to Contractor) work is delayed, disrupted, suspended or otherwise impacted, including, but limited to items (1) through (5) herein, then Contractor shall be entitled to an equitable adjustment to the Contract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Contract, or other costs of performance of the Contract, Contractor shall be entitled to an equitable adjustment to the Contract price for such increases, provided Contractor presents documentation of such increases (including the original prices and/or estimates) and evidence of Contractor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

IN WITNESS WHEREOF, **NATIONAL AMERICAN INSURANCE COMPANY** has caused its corporate seal to be hereunto affixed this 24 day of March, 20 20.

NATIONAL AMERICAN INSURANCE COMPANY

(SEAL)

BY: ______________________

Brett Brittain

Attorney-in-Fact

N-029 (3-20)

NATIONAL AMERICAN INSURANCE COMPANY

BOND RIDER

To be attached to and form a part of Bond No. CBB0052661, (the "Bond"), Dated 04/06/2020

Williams Electric Clinton, LLC, as Principal and

National American Insurance Company as Surety, in favor of City of Chickasha

_______________ as Obligee.

Effective as of the effective date of the Bond, the Bond is modified to include the following paragraph:

Notice Prior to Default

Obligee shall notify the Surety in writing at least 20 days prior to declaring a default by Principal. Within a reasonable time following receipt of such notice, if the Principal is in default and if the Obligee has fulfilled its obligations to Principal and Surety under the contract and this Bond, the Surety shall promptly and at the Surety's expense take one of the following actions:

1.) Tender a completion agreement to the Obligee, and if the completion agreement is accepted by Obligee, the Surety shall arrange for Principal to perform and complete the Construction Contract; or
2.) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
3.) Obtain bids or negotiated proposals from qualified contractors for performance and completion of the Construction Contract; or
4.) Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness;
(1) either; after investigation, determine the amount which it may be liable to the Obligee and as soon as practicable after the amount is determined, tender payment therefor to the Obligee; or
(2) Deny liability in whole or in part and notify the Obligee citing reasons therefor.

Said Bond shall be unmodified except as herein expressly stated. If the provisions of this Bond Rider conflict with any provisions of the Bond, this Bond Rider Controls.

IN WITNESS WHEREOF, **NATIONAL AMERICAN INSURANCE COMPANY** has caused its corporate seal to be hereunto affixed this 24 day of March, 2020.

NATIONAL AMERICAN INSURANCE COMPANY

(SEAL)

BY: Brett Brittain

Brett Brittain **Attorney-In-Fact**

Revised 07-2016

NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0052661

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be it Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Brett Brittain

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed $4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY CORPORATE SEAL OKLAHOMA

NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

JANET TAYLOR NOTARY # 02006203 EXP. 04/08/22 PUBLIC STATE OF OKLAHOMA

Janet Taylor

Notary Public
My Commission Expires April 8, 2022
Commission #02006203

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.
Signed and Sealed at the City of Chandler.

Dated the ______________ day of ____________________, ________

NATIONAL AMERICAN INSURANCE COMPANY CORPORATE SEAL OKLAHOMA

R. Patrick Gilmore

R. Patrick Gilmore, Secretary

CERTIFICATE OF COMPLIANCE WITH THE STATUS VERIFICATION SYSTEM FOR EMPLOYEES OF CONTRACTOR AND EMPLOYEES OF SUBCONTRACTORS USED BY CONTRACTOR

That Title 25 Oklahoma Statutes Section 1313 B. (as enacted by Oklahoma House Bill 1804 effective November 1, 2007) provides that after July 1, 2008, no public employer (The City or its related public trusts) "shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in the Status Verification System to verify the work eligibility status of all new employees".

That as a condition of the award of the contract to **Williams Electric Clinton, LLC.,** for the following project **Rehabilitate Runway Lights, Signs, PAPIs, and Rotating Beacon, OAC Project CHK-20A-S,** said contractor represents and warrants that it has used the Status Verification System to verify the work eligibility status (i.e. not an unauthorized alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code) of all of its employees hired since July 1, 2008, that will perform under the contract and has verified (or will within 10 days of bid award and prior to Notice to Proceed) that any subcontractors that it will use have also verified the work eligibility status of its employees that it has hired since July 1, 2008, that it will use in performing services under the above contract.

Dated this 27th day of March, 2020.

Williams Electric Clinton, LLC.

Scott Moore

Scott Moore
Owner

Witness: [signature]

INTENTIONALLY LEFT BLANK

APPOINTMENT OF AGENT

The City of Chickasha, Oklahoma, hereinafter referred to as the "City" does hereby appoint Williams Electric Clinton, LLC. an Oklahoma Corporation, acting through its officers and employees, hereinafter referred to as "Agent" of the City for the sole purpose of completing Rehabilitate Runway Lights, Signs, PAPIs, and Rotating Beacon, OAC Project CHK-20A-S, Chickasha Municipal Airport, under a contract dated the 6th day of April, 2020, being constructed in Chickasha, Oklahoma, hereinafter referred to as the "Project," for the use of the City. Agent agrees to act as agent for the City subject to the provisions of this Appointment.

Legal title to all tangible personal property purchased, and the right to direct the use of all tangible personal property rented, by the agent pursuant to this Appointment shall pass directly from vendor to the City. Agent shall designate on its purchase orders and elsewhere as appropriate when it is making purchases pursuant to this Appointment, the following legend:

> "Williams Electric Clinton, LLC." has been appointed agent for the City of Chickasha, Oklahoma, for the purpose of the property described herein. Upon passage of title, all of such property will be included in the project owned by the City. Title to all such property shall pass to said City from the vendor F.O.B. place specified in this purchase order. All such property is exempt from Oklahoma sales and use taxes and/or City sales taxes."

Rental agreements relating to such property shall contain suitable provisions which disclose the agent's agency and indicate that no Oklahoma sales tax or use tax or City sales tax is payable.

Agent agrees not to purchase or rent any tangible personal property pursuant to this Appointment unless such property is authorized for inclusion in or exclusive use in the construction of the project described above. Agent shall not have the power to appoint any other person or entity as agent for the City.

Agent shall be responsible in a separate capacity for payment of the purchase price or other consideration for the property purchased or rented as agent and shall not have the power to bind the City to any financial or other commitments or obligations. Agent shall hold the City harmless from liability for, or arising out of, the purchase, rental or use of the property purchased or rented hereunder.

This Appointment shall be effective upon execution by the City acting through the Mayor and by the agent and shall be binding upon the successor of the parties hereto.

Executed by the undersigned Mayor of the City of Chickasha, State of Oklahoma, on behalf of the City of Chickasha, on this 6th day of April, 2020.

CITY OF CHICKASHA, OKLAHOMA

73-6005139
Tax Exemption Number

Chris Mosley
Mayor

Williams Electric Clinton, LLC.

Scott Moore

Scott Moore
Owner

AGENT'S MAILING ADDRESS:

PO Box 515
Clinton,73601
Telephone: (580) 323-1214

scott.williamselec@sbcglobal.net

City of
CHICKASHA

Meeting Type: CMAA Agenda 4-20-2020

Meeting Date: 4/20/2020

Department: Administration **Agenda Item No. 4.b.**

AGENDA ITEM: Discussion, consideration and possible action to approve purchasing policy for Chickasha Airport Authority.

I. BACKGROUND/DESCRIPTION:

- Over the past three years, staff has made significant changes in purchasing policy to better control spending.
- Staff has decreased average spending by 6% per year due to purchase order policy and the use of a cashback purchase card.
- Staff believes the current policy has been a detriment to efficient operations and believes new policy would allow for more fluid operation of many city services.
- Staff has done a tremendous job under current restrictions and believe they have proven themselves to be fiscally responsible.
- The Public Trusts are authorized to set their own policy independent of City Charter restrictions, as they are not City Charter entities.
- Policy has been vetted by City Attorney

II. RECOMMENDED ACTION:

Staff Recommendation – Approve purchase policy as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: John Noblitt, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 20, 2020	(From)		

V. ATTACHMENTS:

1. CMAA PURCHASING POLICY 4-20-220

CHICKASHA MUNICIPAL AIRPORT AUTHORITY

PURCHASING POLICY

Purpose and scope.

(1) Purpose. The purpose of this section shall be to establish procedures and guidelines for procurement of supplies, materials and services for the trust. This section shall establish the internal control procedures for all vendors and trust personnel to follow. Internal control is required to assist in prevention of any unauthorized purchases by the trust and any evidences of collusion by vendors. Further, this section shall establish guidelines to provide the citizens and taxpayers of the trust assurance that the best use of the available resources of the trust is being realized.

(2) Scope. This section is intended to apply to all purchases made by the trust. The provisions of this policy shall not apply to any public construction contracts governed by the provisions of 61 O.S. §101, et seq, known as the "Public Competitive Bid Act. In the event that the policy with respect to credit card purchases is also applicable, both policies are to be applied. In the event of conflict between this policy and the credit card purchasing policy, the stricter provision shall apply. The Chickasha Municipal Airport Authority Trust Manager may amend, revise and make certain changes to the Purchasing Policy as deemed necessary in the event said changes do not have the effect of revising the original force and intent of the policy adopted by the trust.

(b) *Definitions.* As used in this section, the following terms and definitions shall apply:

(1) *Trust* shall mean the Chickasha Municipal Airport Authority or its departments.

(2) *Purchases* shall mean the procurement of supplies, materials and services for the trust.

(3) *Purchase order* shall mean an approved order to purchase supplies from a vendor.

(4) *Vendor* shall mean a supplier of materials or services to the trust.

(5) *User department* shall mean a department or agency of the trust.

(6) *Blanket purchase order* shall mean an open order to purchase supplies for a specified period of time at a limited cost per purchase between the trust and a vendor.

(7) *Emergency purchase* shall mean any purchase or procurement in a case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention that is: (1) a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality; (2) a procurement necessary to preserve or protect the public health or safety of the municipality's residents; or (3) a procurement necessary because of unforeseen damage to public machinery, equipment or other property.

(8) *Invoice* shall mean any billing from a vendor for purchases of supplies, materials or services.

(9) *Encumbrance* shall mean any unpaid obligation or agreement to purchase from a vendor by a user department, to be paid upon receipt of the merchandise.

(10) *Personal or professional services* shall mean any provided service of a professional nature, including, but not limited to, services for engineers, medical services, legal services, computer systems programmers and investigators.

(c) *Basic procedure.*

(1) Generally. Supplies or materials that are not available at any central warehouse of the trust shall be purchased by following the procedures outlined in this section. Further, replenishment of supplies at any central warehouse of the trust shall also be purchased by following these procedures.

(2) Blanket purchase orders.

a. Blanket purchase orders may be issued to vendors who frequently provide a large quantity of materials or supplies at a unit cost of less than five hundred dollars ($500.00) each. Blanket purchase orders shall be issued only by the finance department. Criteria to be used for the issuance of a blanket purchase order to a vendor shall be the responsibility of the finance department, considering the frequency of purchases made, the amount of purchases made, the location of the vendor, and the number of user departments purchasing from the vendor.

b. Local vendors with open charge accounts may be assigned blanket purchase orders in order to expedite the purchase of supplies and materials having a unit cost of less than five hundred dollars ($500.00) each.

c. All blanket purchase orders shall be approved by the trust manager and the director of finance. No blanket purchase order shall be assigned by a vendor or a user department of the trust.

(3) Authorization to purchase.

a. Department heads of the user department and the director of finance may approve purchases less than one thousand dollars ($1,000.00).

b. Purchases in excess of one thousand ($1001.00), but less than fifty thousand dollars ($50,000), shall be approved by the director of finance and the trust manager.

c. Available and sufficient funding in the user department's budgetary authority shall be the basis for all purchases. No purchases shall be made without such available of funds, except upon written authorization from the trust manager, with designation of the available non-departmental funds to be used for said purchase.

(4) Price quotations from vendors.

a. In order to obtain the best merchandise at the least possible cost to the trust, the following procedures are recommended:

1. Competitive bidding by vendors shall be encouraged in order to obtain the best merchandise at the least possible cost.

2. Quantity discounts shall be utilized in order to obtain the least possible cost per unit for the purchases made by the trust.

3. Use of local vendors for purchases of materials and supplies is encouraged, provided prices quoted by local vendors are within acceptable limits (limits to be determined by the user department). In order to promote price competition among local and nonlocal vendors, it is recommended that those local vendors with state purchasing contracts provide those contract prices to the trust.

b. User departments shall obtain competitive price quotations from vendors. The guidelines of this section recommend the user department obtain at least three (3) price quotations from vendors for all purchases in excess of five hundred dollars ($500.00). Single supplier vendors should be duly noted by the user department.

c. Purchases for less than one thousand dollars ($1,000.00) may be obtained by verbal price quotations from vendors. Discretion is left to the user department as to whether written price quotations are requested from vendors for purchases less than one thousand dollars ($1,000.00).

d. Purchases for one thousand one dollars ($1,001.00) to fifty thousand dollars ($50,000) should be confirmed in writing by the vendor and the user department. Only written quotations will be considered.

e. Purchases in excess of fifty thousand dollars ($50,000) shall comply with state law procedures for competitive sealed bids or competitive sealed proposals and be awarded by the board of trustees.

f. All quoted prices or bids, whether oral or written, received from any vendor by a user department in accordance with subsection (c)(4) above, shall be recorded in writing by the user department on the appropriate forms and forwarded to the purchasing officer.

(5) Emergency purchases.

a. Emergency purchases must be paid out of available departmental funds, that may be allocated for such purpose without necessitating other emergency expenditure, or must be both authorized in writing as provided in (c)(3)c above and approved by the board of trustees, with an appropriate budget amendment, in compliance with section 61O.S. §130(B)

b. During periods of an emergency, discretion is expressly given to the trust manager for authority to purchase supplies or materials, provided appropriate action to amend the budget is taken within a reasonable period of time. Emergency purchases shall not excuse noncompliance with normal purchasing procedures provided in this section, guidelines or state law.

c. Emergency purchases in excess of fifty thousand dollars ($50,000), which comply with the current emergency exemptions contained in 61O.S. §130(B) may be made without advertisement for bids, provided that the appropriate written authorization is obtained from the trust manager. The trust manager shall provide a written explanation of emergency purchases in excess of fifty thousand dollars ($50,000) within thirty (30) days of the expenditure. Trust Manager may not make emergency purchase in excess of seventy-five thousand dollars ($75,000) without competitive bidding as required by 61O.S. §130(B).

(6) Purchase orders.

a. Upon acceptance of the best and most responsible bid from a bidder or vendor, a purchase order may be processed by the finance department. Such purchase order shall become the formal contractual agreement, unless another form of agreement is specified in the bid specifications and approved by the trust attorney. Amendments and change orders to purchase orders shall be approved using the procedure provided herein for purchase authorization.

b. Successful vendors shall be notified by the finance department of the purchase award by the processing and distribution of the purchase order.

c. User departments shall coordinate individual needs in order to allow optimum processing time for all purchase orders. At least three (3) regular business days' processing time should be allowed by the user department in order for the finance department to process the purchase order.

d. Upon the processing of the purchase order, an encumbrance shall be established for the line item(s) of the budget for the user department. The encumbrance amount shall reduce the available budget balance in the user department's budget. No funds shall be encumbered on any line item where the approved budget amount has been exceeded, without prior approval by the trust manager.

(d) *Contracts for services.* Contracts for services shall comply with the provisions of this section as provided herein, except where deviations are expressly permitted.

(e) *Bid specification procedures.* Purchases in excess of fifty thousand dollars ($50,000) shall comply with state law procedures for competitive bids or competitive sealed proposals and awarded by the board of trustees. When the competitive sealed proposal procedure is authorized under state law, the trust manager, or his designee, shall be authorized to conduct discussions, in accordance with the terms of a request for proposal, with offerors who submit proposals and who are determined to be reasonably qualified for the award of a contract. The trust manager, or his designee, is directed to treat such offerors fairly and equally with respect to any opportunity for discussion and revision of proposals, to obtain the best final offers before award of the contract by the board of trustees.

(f) *Inspection of merchandise.*

(1) Inspection of merchandise received shall be the responsibility of the user department. Merchandise damaged during shipment shall be returned to the vendor by the user department immediately, along with any description of the damages. The trust shall not be responsible for payment of any damaged or defective merchandise.

(2) Shipping of merchandise shall be designated FOB destination (Chickasha), meaning that the vendor (seller) not the trust (buyer) must bring action against the carrier for any damage or loss during shipping. The title to the merchandise remains with the seller until the merchandise is delivered to the buyer's destination.

(g) *Employee personal purchases prohibited.* Purchases of merchandise by employees of the trust for personal use through any vendor of the trust shall be prohibited. Use of a trust vendor to purchase personal merchandise in order to avoid payment of sales taxes, or in order to receive a favorable price quotation or for any other reason, may be grounds for employee disciplinary action, including dismissal.

(h) *Trust or trust employees as vendors.* Use of trust or trust employees as vendors shall be authorized only after approval by the trust manager and only when such employee is the only available source for the merchandise.

(i) *Bid lists.* Official bid lists or vendor lists are not maintained by the trust. Each user department shall be responsible for maintaining vendor lists for supplies purchased on a routine basis.

(j) *Gifts, gratuities and trial merchandise provided by vendors.*

(1) Gifts, gratuities, promotional items or vendor-provided meals provided to trust employee, except for gifts, etc., of nominal value, shall be prohibited under this section. Acceptance of such gifts shall not bind the trust in any way to purchase any merchandise from the vendor or company supplying the gift.

(2) Merchandise provided by a vendor on a trial basis shall not bind the trust to any type of purchase agreement or contract. Such merchandise may subsequently either be returned to the vendor or accepted by a user department of the trust.

(k) *Relationships among user departments and finance department.*

(1) The finance department shall be responsible for processing all documents related to purchasing and payment of accounts. No user department shall be authorized to enter into any contract or agreement which is in violation of this section or to make any payment to a vendor for

purchases of supplies or materials. All funds and accounts shall be established by the finance department, and no user department shall maintain any fund or account separate from those funds and accounts established by the finance department.

(2) User departments shall coordinate all purchases through the finance department. Required forms shall be approved by the appropriate officials and forwarded to the finance department on a timely basis. User departments shall coordinate vendor inquiries and complaints regarding orders through the finance department. User departments may be consulted by the finance department in order to obtain clarification regarding vendor inquiries.

(3) User departments shall endeavor to assure a timely flow of purchasing documents in order to reduce emergency situations that otherwise could have been foreseen and prevented. Departments shall continually review the existing supplies on hand and request replenishment of those supplies in a timely manner.

(l) *Payment process.*

(1) Payment shall be made to vendors only after approval from the appropriate officials and in compliance with this section. User departments shall approve all payments to be made to the vendor, subsequent to the approval of all purchase requests. Payments to vendors shall be processed by the finance department.

(2) Payments shall be made in accordance with the prices and rates specified in the bid or purchase order. No payment shall be made which exceeds the approved amount, without prior authorization being received in advance from the trust manager or, when required, board of trustees. For bids or purchases not requiring board of trustees approval, the trust manager or his designee shall approve all exceptions or additions to amounts previously authorized. For bids or purchases requiring board of trustees approval, the board of trustees shall approve all exceptions or additions to amounts previously authorized. When final payment has been processed by the finance department for a purchase order, the purchase order will be closed, and the encumbrance obligation removed from the user department's budget appropriations. No subsequent purchases shall be made after final payment has been processed for a closed purchase order.

(3) Payments from blanket purchase orders shall also be made in accordance with this section. All payments from blanket purchase orders shall be approved by the department head of the user department prior to payment processing to the vendor.

(4) Vendor invoices and statements shall be mailed directly to the finance department. The finance department shall be responsible for identifying all individual payment authorizations and verifying those authorizations with the vendor invoice and statement. User departments shall promptly forward all necessary payment authorizations to the finance department in order to avoid any unnecessary delays in processing payment to vendors.

(5) 61 O.S. §113.3 provides that payments, with certain exceptions, to vendors shall be made within thirty (30) days, or interest shall become due and payable to the vendor. All user departments shall endeavor to process all necessary payment authorizations in order to prevent any

unnecessary accrual of interest pursuant to this provision. Any interest charges accruing to a user department as a result of this provision shall be charged against the appropriate departmental budget. If the head of the user department believes that a bona fide dispute exists with a vendor, contractor, subcontractor, or supplier about the goods delivered or the services performed that may result in a late payment, the department head shall bring the dispute to the attention of the trust manager so that appropriate action may be taken.

(6) The trust is exempt from all applicable local and state sales and use taxes, as provided by section 151.309, Property Tax Code, V.T.C.A. and certain federal taxes, except for taxes specifically designated by state and federal statutes or regulations. The trust may provide any vendor with a tax exemption certificate.

(m) *Local government cooperative purchasing.* When it is determined to be advantageous to the trust, cooperative purchasing with other governmental entities may be used. Such cooperative agreements shall be approved by all governing bodies participating in any cooperative purchasing agreement. Agreements shall clearly define the liabilities and responsibilities of each entity as to the items to be purchased and the quantity discounts to be realized through such cooperating efforts and payment terms and conditions.

(n) *Designation of purchasing officer, responsibility.* The trust manager or his designee shall be designated as the purchasing officer of the trust and shall be responsible for approval of purchasing transactions and activities. The purchasing officer shall develop and maintain written administrative policies and procedures for the activities of the purchasing and procurement functions. Commitment of financial and staffing resources in order to regulate the purchasing and procurement functions shall be the responsibility of the board of trustees.

(o) *Inventories and surplus property.* Each user department shall be responsible for maintaining departmental inventories of fixed assets. On an annual basis or as requested by the trust manager, the user department shall submit a detailed inventory of all departmental inventories to the trust manager or his designee for verification.

(p) *Disposition of surplus and salvage property.*

(1) Definitions.

a. *Salvage property* means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

b. *Surplus property* means personal property that:

1. Is not salvage property or items routinely discarded as waste;.

2. Is not currently needed by its owner;

3. Is not required for the owner's foreseeable needs; and

4. Possesses some usefulness for the purpose for which it was intended.

(2) Disposition. The board of trustees may:

a. Periodically sell the trust's surplus or salvage property by competitive bid or auction;

b. Offer the property as a trade-in for new property of the same general type if the board of trustees considers that action to be in the best interests of the trust; or

c. Order any of the property to be destroyed or otherwise disposed of as worthless or dispose of any of such property by donating the property to a civic or charitable organization located in the trust, if the board of trustees undertakes to sell that property under subsection a and is unable to do so because no bids are made; and

d. May reject any offer or bid made, if deemed by the board of trustees or its designee to be in the best interest of the trust.

(3) Notice. Notice of a sale of surplus or salvage property shall:

a. Be published by the trust in the official newspaper of the trust; and

b. Be published on or after the thirtieth day but before the tenth day before the date of the sale.

(4) Records. A record of each item sold and its sale price and of each item destroyed or donated shall be maintained in accordance with the trust's record retention policy. User departments shall be responsible for reporting to the finance department any property determined to be surplus as of January 1 of each calendar year. Coordination of surplus items shall be done by the user department and the finance department.

Authorization of the Trust Manager to Execute Documents.

Sec. 1.02 Authorization of the Trust Manager to Execute Documents is amended to read as follows:

The trust manager shall be authorized to execute on behalf of the trust:

(1) A release of lien, when the lien has been paid in full, or has been shown not to be legally authorized or valid;
(2) A release of lis pendens when the action giving rise to the filing is no longer pending;
(3) A contract or agreement which, under the terms of this Code may be completed without specific board of trustees action.
(4) Any document that is approved by the board of trustees for execution by the trust manager.