

NOTICE OF SPECIAL MEETING
OF THE
CHICKASHA CITY COUNCIL AND CHICKASHA MUNICIPAL AUTHORITY

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **SPECIAL MEETING ON THURSDAY, MAY 18, 2023, AT 6:30 PM.** Said meeting will be held in the Council Chambers, City Hall, 117 North 4th Street, Chickasha, Oklahoma.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

Agenda items are attached.

I, Susan M. McDaniel, City Clerk, posted this Special Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4:30 p.m. on Tuesday, May 16, 2023.



Susan M. McDaniel, CMC

Sworn to and subscribed before me on this 16th day of May 2023.

My Commission Expires: _10-1-2026



Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING

CITY HALL COUNCIL CHAMBERS

117 NORTH FOURTH STREET

CHICKASHA, OKLAHOMA 73018

TIME OF MEETING

6:30 PM

DATE OF MEETING

MAY 18, 2023

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission or committee.

1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
2. **Citizen Comments.**
3. **Council Communications.**
4. **Discussion and Consideration**
 - a. **CONSIDER AND TAKE ACTION WITH RESPECT TO
RESOLUTION NO. 2023-06R OF THE CITY OF CHICKASHA,
OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY**

THE CHICKASHA MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE UTILITY SYSTEMS OF THE CITY TO THE AUTHORITY AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO SAID UTILITY SYSTEMS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

- b. CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION NO. 2023-07R AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF CHICKASHA, STATE OF OKLAHOMA (THE "CITY"), ON THE 8TH DAY OF AUGUST, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF ORDINANCE NO. 2023-20 OF THE CITY RELATING TO A ONE AND ONE QUARTER PERCENT (1.25%) EXCISE TAX (SALES TAX), IN ADDITION TO ALL PRESENT CITY, COUNTY AND STATE EXCISE TAXES, WITH THE PROCEEDS OF SAID TAX TO BE USED TO FUND CAPITAL EXPENDITURES FOR THE USE AND BENEFIT OF THE CITY, OR DEBT SERVICE IN CONNECTION WITH CAPITAL EXPENDITURES, AS MORE SPECIFICALLY SET OUT IN ORDINANCE NO. 2023-20 OF SAID CITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.
- c. CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION NO. 2023-08R OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO INCREASE THE EXISTING WATER RATES FOR WATER USAGE BEGINNING OCTOBER 1, 2023, PROVIDED THAT SUCH INCREASE SHALL NOT TAKE EFFECT ON OCTOBER 1, 2023 IF THE "ONE AND ONE QUARTER PERCENT (1.25%) SALES TAX" PROPOSITION IS PASSED BY THE VOTERS OF THE CITY OF CHICKASHA ON AUGUST 8, 2023; AND ESTABLISHING AN EFFECTIVE DATE.
- d. CONSIDER AND TAKE ACTION WITH RESPECT TO ORDINANCE NO. 2023-20 OF THE CITY OF CHICKASHA, OKLAHOMA, RELATING TO THE IMPOSITION OF A CITY EXCISE TAX (SALES TAX) OF ONE AND ONE QUARTER PERCENT (1.25%) (IN ADDITION TO ANY AND ALL OTHER EXCISE TAXES NOW IN FORCE) TO BE LEVIED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE

UNDER THE OKLAHOMA SALES TAX CODE; PROVIDING FOR THE USE OF THE PROCEEDS OF SAID EXCISE TAX; PROVIDING FOR THE EFFECTIVE DATE OF SAID EXCISE TAX; PROVIDING FOR SUBSISTING STATE PERMITS; PROVIDING FOR PAYMENT OF TAX; PROVIDING THAT THE TAX IS IN ADDITION TO TAXES CURRENTLY LEVIED; INCORPORATING CERTAIN PROVISIONS OF PRIOR CITY ORDINANCES; PROVIDING FOR AMENDMENTS TO THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE CUMULATIVE AND IN ADDITION TO ANY AND ALL TAXING PROVISIONS OF OTHER CITY ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

- e. Discussion, consideration, and possible action to waive the competitive bidding requirements and authorize staff to solicit bids for COC-2304 - repair to the intersection of 14th and Missouri based on the City Council's determination that an emergency exists which is critical to life, health, or destruction of property causing economic loss to the city or its inhabitants.

5. Motion to Adjourn.



City of
CHICKASHA

Meeting Type: Special City Council Agenda 5-18-2023

Meeting Date: 5/18/2023

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION NO. 2023-06R OF THE CITY OF CHICKASHA, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE CHICKASHA MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE UTILITY SYSTEMS OF THE CITY TO THE AUTHORITY AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO SAID UTILITY SYSTEMS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution 2023-06R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 18, 2023	(From)		

V. ATTACHMENTS:

1. Res. 2023-06R - 06 Resolution City

THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA MET IN SPECIAL SESSION IN THE COUNCIL CHAMBERS AT CITY HALL LOCATED AT 117 NORTH 4TH STREET, CHICKASHA, OKLAHOMA, 73018, ON THE 18TH DAY OF MAY, 2023, AT 6:30 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by title by the City Clerk. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. 2023-06R

A RESOLUTION OF THE CITY OF CHICKASHA, OKLAHOMA (THE “CITY”) APPROVING ACTION TAKEN BY THE CHICKASHA MUNICIPAL AUTHORITY (THE “AUTHORITY”) AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING LEASE(S) PERTAINING TO THE LEASING OF THE UTILITY SYSTEMS OF THE CITY TO THE AUTHORITY AND/OR AUTHORIZING THE EXECUTION OF AN AMENDED LEASE(S) BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO SAID UTILITY SYSTEMS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Chickasha Municipal Authority (the “Authority”) did, by its Resolution adopted on May 18, 2023, authorize the issuance, sale and delivery of its Series 2023 Promissory Note to Oklahoma Water Resources Board, in order to finance certain water system improvements, along with related costs (collectively, the “Project”); and

WHEREAS, the City Council hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA:

Section 1. Issuance of Note. That the issuance, sale and delivery of the Authority's Series 2023 Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed \$72,000,000.00 (the "2023 Note"), all as approved by said Authority on May 18, 2023, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2023 Note, and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease of Utility Systems. The Mayor or Mayor Pro Tempore and City Clerk or Deputy City Clerk of the City hereby ratify and confirm those certain lease agreements in place that pertain to the leasing of the City's utility systems from the City to the Authority and the term of said lease agreement shall extend until the 2023 Note is paid; 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 Authority, and will authorize the City to lease its utility systems to the Authority.

Section 4. Necessary Action. That the Mayor or Mayor Pro Tempore and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2023 Note and all other aspects of the transaction.

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APPROVED AND ADOPTED THIS 18TH DAY OF MAY, 2023.

CITY OF CHICKASHA, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF GRADY)

I, the undersigned, City Clerk of the City of Chickasha, Oklahoma, 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 City Council of said City 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 18TH DAY OF MAY, 2023.

(SEAL)

City Clerk



City of
CHICKASHA

Meeting Type: Special City Council Agenda 5-18-2023

Meeting Date: 5/18/2023

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION NO. 2023-07R AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF CHICKASHA, STATE OF OKLAHOMA (THE "CITY"), ON THE 8TH DAY OF AUGUST, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF ORDINANCE NO. 2023-20 OF THE CITY RELATING TO A ONE AND ONE QUARTER PERCENT (1.25%) EXCISE TAX (SALES TAX), IN ADDITION TO ALL PRESENT CITY, COUNTY AND STATE EXCISE TAXES, WITH THE PROCEEDS OF SAID TAX TO BE USED TO FUND CAPITAL EXPENDITURES FOR THE USE AND BENEFIT OF THE CITY, OR DEBT SERVICE IN CONNECTION WITH CAPITAL EXPENDITURES, AS MORE SPECIFICALLY SET OUT IN ORDINANCE NO. 2023-20 OF SAID CITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution 2023-07R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 18, 2023	(From)		

V. ATTACHMENTS:

1. Res. 2023-07R - 01 Resolution Calling Sales Tax Election 2023
2. Res. 2023-07R -07 Certificate of Service
3. 2023-07R - 05 Proclamation

RESOLUTION NO. 2023-07R

A RESOLUTION AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF CHICKASHA, STATE OF OKLAHOMA (THE "CITY"), ON THE 8TH DAY OF AUGUST, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF APPROVAL OR REJECTION OF ORDINANCE NO. 2023-20 OF THE CITY RELATING TO A ONE AND ONE QUARTER PERCENT (1.25%) EXCISE TAX (SALES TAX), IN ADDITION TO ALL PRESENT CITY, COUNTY AND STATE EXCISE TAXES, WITH THE PROCEEDS OF SAID TAX TO BE USED TO FUND CAPITAL EXPENDITURES FOR THE USE AND BENEFIT OF THE CITY, OR DEBT SERVICE IN CONNECTION WITH CAPITAL EXPENDITURES, AS MORE SPECIFICALLY SET OUT IN ORDINANCE NO. 2023-20 OF SAID CITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, it is deemed advisable and necessary by the City Council of the City to submit to the registered qualified electors of the City the question of approval or rejection of Ordinance No. 2023-20 of the City pertaining to the levy and collection of a one and one quarter percent (1.25%) excise tax (sales tax).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA:

Section 1. Proposition. That the Mayor of the City be, or in his absence or incapacity, the duly qualified Mayor Pro Tempore, be and hereby is authorized and directed to call a special election to be held in the City on the 8th day of August, 2023, for the purpose of submitting to the registered qualified electors of the City, the following proposition:

PROPOSITION

Shall the City of Chickasha be authorized to levy and assess a City excise tax (sales tax) of one and one quarter percent (1.25%), in addition to all other City, County, and State excise taxes presently being levied or assessed, upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code; providing the proceeds of such tax shall be used to fund capital expenditures, for the use and benefit of the City and any public trust having the City as beneficiary, and/or for payment of debt service in connection with obligations issued by the City and any public trust having the City as beneficiary to finance or refinance said capital expenditures and related costs; and provided said excise tax shall be levied beginning January 1, 2024; all as more specifically set out in Ordinance No. 2023-20 of the City?

/_____/

Yes - For the Above Proposition

/_____/

No – Against the Above Proposition

Section 2. Election Proclamation. That such call for said election shall be by proclamation and notice, signed by the Mayor or Mayor Pro Tempore of the City and attested by the City Clerk,

setting forth the proposition to be voted upon and the hours of opening and closing of the polls. That the ballots shall set forth the proposition to be voted upon substantially as set out in Section 1 hereof, and that the returns of said election shall be made to and canvassed by the Grady County Election Board. The City Council of the City hereby certifies to the Grady County Election Board that the following Grady County precincts are to be opened:

- #1 College Heights Baptist Church
- #2 Cowboy Church
- #3 Grand Assembly Church
- #5 Fairgrounds
- #6 Michigan Avenue Church
- #8 Southern Oaks Church of Christ
- #9 Simmons Bank
- #25 Sharon Baptist Church
- #27 SonRise Baptist Church

Section 3. Service on County Election Board. That a copy of this Resolution and Special Election Proclamation and Notice shall be personally delivered to the office of the County Election Board of Grady County, State of Oklahoma, at least sixty (60) days prior to the date of said election.

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PASSED AND APPROVED THIS 18TH DAY OF MAY, 2023.

CITY OF CHICKASHA, OKLAHOMA

(SEAL)

Mayor

ATTEST:

City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Chickasha, Oklahoma.

I further certify that the City Council of the City of Chickasha, Oklahoma, held a Special Meeting at 6:30 o'clock p.m., on May 18, 2023, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of Resolution No. 2023-07R that was passed and approved by said City Council at said meeting as the same appears in the official records of my office.

I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 18TH DAY OF MAY, 2023.

CITY OF CHICKASHA, OKLAHOMA

(SEAL)

By: _____
City Clerk

**CERTIFICATE OF SERVICE OF PROCLAMATION
AND MUNICIPAL BOUNDARIES MAP**

STATE OF OKLAHOMA)
)SS
COUNTY OF GRADY)

I, the undersigned, the duly qualified and acting Secretary of the County Election Board of the above county, hereby certify that a copy of a Special Election Proclamation and Notice and Resolution No. 2023-07R adopted by the governing body of the City of Chickasha, Oklahoma, on May 18, 2023, calling a special election was personally served upon the office of the County Election Board of said County on the ____day of May, 2023.

I further certify that the City has provided the County Election Board a copy of a map purporting to show the current boundaries or limits of the municipality as of the date hereof, as required by Title 26 O.S. 2021, §13-107.

WITNESS my hand and seal of the County Election Board of said County this ____ day of May, 2023.

(SEAL)

Secretary, County Election Board of Grady
County, Oklahoma

SPECIAL ELECTION PROCLAMATION AND NOTICE

Under and by virtue of the Statutes of the State of Oklahoma, and Acts complementary, supplementary, and enacted pursuant thereto, and Resolution No. 2023-07R dated May 18, 2023, authorizing the calling of an election on the proposition hereinafter set forth, I, the undersigned Mayor of the City of Chickasha, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Chickasha, Oklahoma, on the 8th day of August, 2023, for the purpose of submitting to the registered, qualified voters in said City the following proposition:

PROPOSITION

Shall the City of Chickasha be authorized to levy and assess a City excise tax (sales tax) of one and one quarter percent (1.25%), in addition to all other City, County, and State excise taxes presently being levied or assessed, upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code; providing the proceeds of such tax shall be used to fund capital expenditures, for the use and benefit of the City and any public trust having the City as beneficiary, and/or for payment of debt service in connection with obligations issued by the City and any public trust having the City as beneficiary to finance or refinance said capital expenditures and related costs; and provided said excise tax shall be levied beginning January 1, 2024; all as more specifically set out in Ordinance No. 2023-20 of the City?

/_____/

YES - FOR THE ABOVE PROPOSITION

/_____/

NO - AGAINST THE ABOVE PROPOSITION

That only the registered, qualified voters of the City of Chickasha, Oklahoma, may vote upon the proposition as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

Such election shall be conducted by those precinct officers designated by the County Election Board of Grady County, Oklahoma, which officers shall also act as counters and certify the results thereof as required by law.

The returns of said election shall be made to and canvassed by the Grady County Election Board. The City Council of the City hereby certifies to the Grady County Election Board that the following Grady County precincts are to be opened:

#1 College Heights Baptist Church

#2 Cowboy Church

#3 Grand Assembly Church

#5 Fairgrounds

#6 Michigan Avenue Church

#8 Southern Oaks Church of Christ

#9 Simmons Bank

#25 Sharon Baptist Church

#27 SonRise Baptist Church

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WITNESS my hand as Mayor of the City of Chickasha, Oklahoma and the Seal of said City affixed hereto on the 18th day of May, 2023.

(SEAL)

Mayor

ATTEST:

City Clerk



City of
CHICKASHA

Meeting Type: Special City Council Agenda 5-18-2023

Meeting Date: 5/18/2023

Department: Administration

Agenda Item No. 4.c.

AGENDA ITEM: CONSIDER AND TAKE ACTION WITH RESPECT TO RESOLUTION NO. 2023-08R OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO INCREASE THE EXISTING WATER RATES FOR WATER USAGE BEGINNING OCTOBER 1, 2023, PROVIDED THAT SUCH INCREASE SHALL NOT TAKE EFFECT ON OCTOBER 1, 2023 IF THE "ONE AND ONE QUARTER PERCENT (1.25%) SALES TAX" PROPOSITION IS PASSED BY THE VOTERS OF THE CITY OF CHICKASHA ON AUGUST 8, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Resolution 2023-08R as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 18, 2023	(From)		

V. ATTACHMENTS:

1. Res. 2023-08R - 2023 Water Rate Increase Resolution
2. Res. 2023-08R - Utility Billing - Annual Fee Schedule (Water) Exhibit A

RESOLUTION NO. 2023-08R

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA, GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO INCREASE THE EXISTING WATER RATES FOR WATER USAGE BEGINNING OCTOBER 1, 2023, PROVIDED THAT SUCH INCREASE SHALL NOT TAKE EFFECT ON OCTOBER 1, 2023 IF THE "ONE AND ONE QUARTER PERCENT (1.25%) SALES TAX" PROPOSITION IS PASSED BY THE VOTERS OF THE CITY OF CHICKASHA ON AUGUST 8, 2023; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, have determined that it is necessary to establish a Master Fee Schedule for Services that are provided to our citizens, and

WHEREAS, the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, shall adopt revisions and amendments from time-to-time as needed, and

WHEREAS, the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, are authorized to establish rates and fees charged by the City for utility services furnished by the City, and

WHEREAS, the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, have determined that it is necessary to adjust and increase existing water rates contained within the Master Fee Schedule for Services to generate revenue necessary to fund water system needs including but not limited to annual debt service payments for the financing of the construction of a new water treatment plant, and

WHEREAS, the water rates shown in the attached Exhibit "A" shall take effect on utility bills for usage beginning October 1, 2023, and

WHEREAS, the water rates shown in the attached Exhibit "A" shall not take effect if the "One and One Quarter percent (1.25%) Sales Tax" proposition is passed by the voters of the City of Chickasha on August 8, 2023, and

WHEREAS, any existing fee not included in this Resolution or amendments thereafter shall remain in full force and effect according to its specific authorization, whether by Resolution, Ordinance, or State Statutes, and

NOW, THEREFORE, BE IT RESOLVED By the Mayor and Council, City of Chickasha, Grady County, Oklahoma:

Section 1. The Master Fee Schedule for Services is amended as set forth in Exhibit "A" and any fee not listed in Exhibit "A" shall remain in full force and effect according to its specific authorization, whether by Resolution, Ordinance, or State Statutes.

Section 2. Effective Date. The water rates shown in the attached Exhibit "A" shall take effect on utility bills for usage beginning October 1, 2023, provided that the water rates shown in the attached Exhibit "A" shall not take effect if the "One and One Quarter percent (1.25%) Sales Tax" proposition is passed by the voters of the City of Chickasha on August 8, 2023.

ADOPTED AND APPROVED on 18th day of May, 2023.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

(SEAL)

UTILITY BILLING
Effective October 1, 2023

WATER RATES	
SERVICE	RATE
Bulk Water	\$13.20 per 1,000 Gallons (\$13.20 Minimum) + \$45.00 Trip Charge

MONTHLY WATER RATES INSIDE CITY LIMITS	
SERVICE	RATE
Residential, Commercial, Irrigation Meters and No Sewer	
0-2,000 Gallons (Inside City Limits)	\$42.80 Minimum
2,001-25,000 Gallons (Inside City Limits)	\$6.40 per 1,000 Gallons
25,001-50,000 Gallons (Inside City Limits)	\$6.70 per 1,000 Gallons
50,001-75,000 Gallons (Inside City Limits)	\$7.80 per 1,000 Gallons
75,001-100,000 Gallons (Inside City Limits)	\$8.30 per 1,000 Gallons
100,001 Gallons and Above (Inside City Limits)	\$9.20 per 1,000 Gallons

MONTHLY WATER RATES OUTSIDE CITY LIMITS	
SERVICE	RATE
Residential, Commercial, Irrigation Meters and No Sewer	
0-2,000 Gallons (Outside City Limits)	\$85.60 Minimum
2,001-25,000 Gallons (Outside City Limits)	\$12.80 per 1,000 Gallons
25,001-50,000 Gallons (Outside City Limits)	\$13.30 per 1,000 Gallons
50,001-75,000 Gallons (Outside City Limits)	\$15.50 per 1,000 Gallons
75,001-100,000 Gallons (Outside City Limits)	\$16.60 per 1,000 Gallons
100,001 Gallons and Above (Outside City Limits)	\$18.40 per 1,000 Gallons

Industrial Bulk User	
SERVICE	RATE
0-2,000 Gallons	\$36.40 Minimum
2,001+ Gallons (Inside City Limits)	\$7.30 per 1,000 Gallons

Fire Hydrant Meter	
SERVICE	RATE
	\$13.20 per 1,000 Gallons



City of
CHICKASHA

Meeting Type: Special City Council Agenda 5-18-2023

Meeting Date: 5/18/2023

Department: Administration

Agenda Item No. 4.d.

AGENDA ITEM: CONSIDER AND TAKE ACTION WITH RESPECT TO ORDINANCE NO. 2023-20 OF THE CITY OF CHICKASHA, OKLAHOMA, RELATING TO THE IMPOSITION OF A CITY EXCISE TAX (SALES TAX) OF ONE AND ONE QUARTER PERCENT (1.25%) (IN ADDITION TO ANY AND ALL OTHER EXCISE TAXES NOW IN FORCE) TO BE LEVIED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE; PROVIDING FOR THE USE OF THE PROCEEDS OF SAID EXCISE TAX; PROVIDING FOR THE EFFECTIVE DATE OF SAID EXCISE TAX; PROVIDING FOR SUBSISTING STATE PERMITS; PROVIDING FOR PAYMENT OF TAX; PROVIDING THAT THE TAX IS IN ADDITION TO TAXES CURRENTLY LEVIED; INCORPORATING CERTAIN PROVISIONS OF PRIOR CITY ORDINANCES; PROVIDING FOR AMENDMENTS TO THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE CUMULATIVE AND IN ADDITION TO ANY AND ALL TAXING PROVISIONS OF OTHER CITY ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Ordinance 2023-20 as presented.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 18, 2023	(From)		

V. ATTACHMENTS:

1. Ord. 2023-20 - 03 Ordinance Sales Tax 2023

ORDINANCE NO. 2023-20

AN ORDINANCE OF THE CITY OF CHICKASHA, OKLAHOMA, RELATING TO THE IMPOSITION OF A CITY EXCISE TAX (SALES TAX) OF ONE AND ONE QUARTER PERCENT (1.25%) (IN ADDITION TO ANY AND ALL OTHER EXCISE TAXES NOW IN FORCE) TO BE LEVIED UPON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE; PROVIDING FOR THE USE OF THE PROCEEDS OF SAID EXCISE TAX; PROVIDING FOR THE EFFECTIVE DATE OF SAID EXCISE TAX; PROVIDING FOR SUBSISTING STATE PERMITS; PROVIDING FOR PAYMENT OF TAX; PROVIDING THAT THE TAX IS IN ADDITION TO TAXES CURRENTLY LEVIED; INCORPORATING CERTAIN PROVISIONS OF PRIOR CITY ORDINANCES; PROVIDING FOR AMENDMENTS TO THIS ORDINANCE; PROVIDING THAT THE PROVISIONS OF THIS ORDINANCE ARE CUMULATIVE AND IN ADDITION TO ANY AND ALL TAXING PROVISIONS OF OTHER CITY ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICKASHA, OKLAHOMA, AS FOLLOWS:

Section 1. Citations and Codification. This Ordinance shall be known and may be cited as the City of Chickasha Sales Tax Ordinance of 2023, and the same shall be codified and incorporated into the Code of Ordinances of the City of Chickasha, Oklahoma.

Section 2. Tax Imposed. There is hereby imposed an excise tax of one and one quarter percent (1.25%) (in addition to any and all other excise taxes now in force) to be levied upon the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code.

Section 3. Purpose of Revenues. It is hereby declared to be the purpose of this Ordinance to provide revenues to be used for the funding of capital expenditures, all for the use and benefit of the City of Chickasha, Oklahoma (the “City”) and any public trust having the City as beneficiary thereof and/or for the payment of debt service in connection with obligations heretofore issued or to be issued to finance or refinance said capital expenditures and related costs.

Section 4. Effective Date. The provisions of this Ordinance and the collection of the excise tax referenced herein shall become effective on and after January 1, 2024, subject to approval by a majority of the qualified electors of the City voting on the same in the manner prescribed by law.

Section 5. Subsisting State Permits. All valid and subsisting permits to do business issued by the Oklahoma Tax Commission pursuant to the Oklahoma Sales Tax Code are, for the purposes of this Ordinance, hereby ratified, confirmed and adopted in lieu of any requirement for an additional City permit for the same purpose.

Section 6. Payment of Tax. The tax herein levied shall be paid to the Tax Collector at the time and in the manner and form prescribed for payment of the state sales tax under the State Tax Law of the State of Oklahoma.

Section 7. This Tax in Addition to Taxes Currently Levied; Administrative Procedures. The tax levied hereby is in addition to any and all other excise taxes levied or assessed by the City pursuant to existing ordinances (the “Prior Ordinances”); provided, however, that those provisions of said Prior Ordinances relating to Definitions; Tax Collector Defined; Classification of Taxpayers; Subsisting State Permits; the portion of Tax Rate - Sales Subject to Tax, pertaining to Sales Subject to Tax (not rate of Tax); the provisions of said Prior Ordinances regarding Exemptions and Other Exempt Transfers; the provisions of said Prior Ordinances regarding Tax Due When--Returns--Records; the portion of said Prior Ordinances regarding tax constituting debt; Vendor’s Duty to Collect Tax; Returns and Remittances - Discounts; Interest and Penalties--Delinquency; Waiver of Interest and Penalties; Erroneous Payments--Claim for Refund; Fraudulent Returns; and Records Confidential shall apply to the excise tax levied and assessed by this Ordinance. For purposes of this Ordinance, references in Prior Ordinances, to specific provisions of the Oklahoma Statutes shall be deemed to be references to said statutory provisions, as amended.

Section 8. Amendments. The people of the City of Chickasha, Oklahoma, by their approval of this Ordinance at the election hereinabove provided for, hereby authorize the City by Ordinance duly enacted to make such administrative and technical changes or additions in the method and manner of administration and enforcing this Ordinance as may be necessary or proper for efficiency and fairness or in order to make the same consistent with the Oklahoma Sales Tax Code, as amended, except that the rate of the tax herein provided for shall not be changed without approval of the qualified electors of the City as provided by law.

Section 9. Provisions Cumulative. The provisions hereof shall be cumulative and in addition to any and all other taxing provisions of City Ordinances.

Section 10. Severability. The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 18TH DAY OF MAY, 2023.

CITY OF CHICKAHSA, OKLAHOMA

By: _____
Name: Chris Mosley
Title: Mayor

(SEAL)

ATTEST:

By: _____
Name: Susan McDaniel
Title: City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Chickasha, Oklahoma.

I further certify that the City Council of the City of Chickasha, Oklahoma, held a Special Meeting at 6:30 o'clock p.m., on May 18, 2023, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of Ordinance No. 2023-20 that was passed and approved by said City Council at said meeting as the same appears in the official records of my office. I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Ordinance be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 18TH DAY OF MAY, 2023.

CITY OF CHICKASHA, OKLAHOMA

(SEAL)

By: _____
SUSAN MCDANIEL, CITY CLERK



City of
CHICKASHA

Meeting Type: Special City Council Agenda 5-18-2023

Meeting Date: 5/18/2023

Department: Public Works

Agenda Item No. 4.e.

AGENDA ITEM: Discussion, consideration, and possible action to waive the competitive bidding requirements and authorize staff to solicit bids for COC-2304 - repair to the intersection of 14th and Missouri based on the City Council's determination that an emergency exists which is critical to life, health, or destruction of property causing economic loss to the city or its inhabitants.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Waive the competitive bidding requirements and authorize the staff to solicit bids for COC-2304 - repair to the intersection of 14th and Missouri based on the City Council's determination that an emergency exists which is critical to life, health, or destruction of property, causing economic loss to the city or its inhabitants.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 18, 2023	(From)		

V. ATTACHMENTS:

1. RFQ COC-2304 14th.Mo Repair



STORM SEWER AND PAVEMENT REPAIRS

RFP COC-2304

CITY OF CHICKASHA

CHICKASHA, OKLAHOMA

SPECIFICATIONS & BIDDING DOCUMENTS

Contract Administered by:

**Jim Crosby
Public Works Director
117 N. 4th Street
Chickasha, OK 73018
(405) 222-6080
jim.crosby@chickasha.org**

Jim Crosby

Date

Request for Proposal – RFP COC-2304
Storm Sewer and Pavement Repairs

The City of Chickasha, Oklahoma is accepting sealed proposals for Storm Sewer and Pavement Repairs.

The project consists of removing existing pavement, storm sewer pipes and structures and installing new storm sewer pipes and structures and pavements at the intersection of 14th Street and Missouri Avenue in Chickasha, Oklahoma.

Bids shall be made in accordance with this Invitation for Bids and the Bidding Documents.

Bids shall be addressed to the City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, Oklahoma 73018, and shall be labeled “RFP COC-2304, DO NOT OPEN” and “Storm Sewer and Pavement Repairs.” Proposals shall be submitted no later than 1:30 p.m. local time on **May 26, 2023**. It is the sole responsibility of the proponent to ensure that this proposal is actually in the City Hall of the City of Chickasha prior to the expiration of the time and date stated above. Bids may be delivered in person, by mail, delivery service, fax or e-mail. Fax bids to 405-222-6004. E-mail bids to Susan.mcdaniel@chickasha.org.

The Issuing Office for the Bidding Documents is: City of Chickasha. Technical questions should be emailed to Jim Crosby at jim.crosby@chickasha.org or by calling 405-222-6080.

Upon consideration of the proposals, the City of Chickasha reserves the right to accept or reject any and all proposals, to waive technicalities and to make any investigation deemed necessary concerning the proponent’s ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous proposal.

Due to the type of project this is, the contractor will be able to make purchases exempt from use taxes and sales taxes on this project.

Keith Johnson
Keith Johnson, City Manager

CERTIFICATION

I certify that the above “Request for Proposal” was posted on the bulletin board of City Hall, City of Chickasha, Oklahoma, on the _____ day of _____, 2023.
Susan McDaniel, City Clerk

INVITATION TO BID

MAIL SEALED BIDS TO:	PERSONAL OR COMMON CARRIER DELIVERY	
CHICKASHA CITY CLERK	CHICKASHA CITY CLERK	
117 NORTH 4TH STREET	117 NORTH 4TH STREET	
CHICKASHA, OKLAHOMA 73018	CHICKASHA, OKLAHOMA 73018	

DATE BID TYPED: 5/17/2023		BID NO: COC-2304		TITLE: Storm Sewer and Pavement Repairs	
NO BIDS WILL BE ACCEPTED AFTER: 26 th day of May 2023 @ 1:30 p.m.				CONTRACT PERIOD	
VENDORS NAME:				REASON FOR NO BID:	
MAILING ADDRESS:					
CITY:		STATE:	ZIP:	TERMS:	
AREA CODE:	TELEPHONE NO.	FAX NO.		DELIVERY:	
E-MAIL ADDRESS				FEDERAL EMPLOYER IDENTIFICATION NO. OR SOCIAL SECURITY NO.	

NON-COLLUSION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____,

_____ of lawful age, being first duly sworn on oath, says that 1. (s)he is the duly authorized agent of the above bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and city officials or employees, as well as facts pertaining to the giving or offering of things of value to city personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached. 2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:

- a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
- b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, nor
- c. in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Bidder

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

My Commission Expires: _____

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

BUSINESS RELATION AFFIDAVIT

(This bid is invalid if BOTH Affidavits are not signed and notarized)

STATE OF _____, COUNTY OF _____,

_____ of lawful age, being first duly sworn on oath, says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist; Affiant should so state).

Bidder

Subscribed and sworn to before me this _____ day of _____, 20____

Notary

My Commission Expires: _____

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED!

SEALED BIDS: All sheets bid on and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the mailing address, the words "SEALED BID" the date of the bid opening and the contract number. Bids submitted in Federal Express or other specialized delivery envelopes shall be enclosed in a separate envelope marked as indicated above. Bids not submitted in properly marked envelopes or on the attached bid form shall be rejected. In the case of "No Bid" the vendor shall return the "Invitation to Bid" with the "Reason for No Bid" properly filled in, to remain on the City of Chickasha's active vendor/contractor list

EXECUTION OF BID: Bid must contain an original signature of an authorized representative in the space provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER TO HIS BID MUST BE INITIALED.

BID OPENING: It is bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered, will not be considered. Offers by telegram or telephone **are not acceptable.** **NOTE:** Bid files may be examined during normal working hours by appointment. Bid tabulations WILL NOT be provided by telephone.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk. In case of mistake in extension, the unit price will govern.

INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the City of Chickasha at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.

WAIVER: City of Chickasha reserves the right to waive any general provision, special provision or minor specification deviation when considered to be in the best interest of the City of Chickasha. Any bid received by the awarding public agency or an officer or employee thereof, more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

Bid Proposal

I/We, the undersigned propose to provide, construct, and install Storm Sewer and Pavement Repairs, in Chickasha, Ok meeting or exceeding specifications as described herein:

BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL AMOUNT
303(A)	AGGREGATE BASE, TYPE A	CY	65	\$	\$
310(B)	SUBGRADE METHOD B	SY	390	\$	\$
414(SP)	P.C. CONCRETE PAVEMENT, 9" THICK	SY	390	\$	\$
609(A)	CONCRETE CURB, INTEGRAL, 6"	LF	178	\$	\$
611(A)	MANHOLE, 5' DIAMETER 7' DEEP OR LESS	EA	2	\$	\$
611(C)	REPLACE MANHOLE FRAME AND COVER	EA	2	\$	\$
611(SP)	ADJUST MANHOLE TO GRADE	EA	2	\$	\$
611(G)	INLET	EA	4	\$	\$
613(A)	RCP, 36", ROUND	LF	56	\$	\$
613(A)	RCP, 12", ROUND	LF	64	\$	\$
619(A)	REMOVAL OF STRUCTURES	EA	5	\$	\$
619(B)	REMOVAL OF EX. PAVEMENT	SY	390	\$	\$
619(B)	REMOVAL OF EX. PIPE	LF	120	\$	\$
619(C)	SAWING PAVEMENT	LF	109	\$	\$
880J	CONST TRAFFIC CONTROL	LS	1	\$	\$
	TOTAL BID (NUMBERS)				\$
TOTAL BID (WORDS)					

Completion Time _____

(BID PROPOSAL CONTINUED ON NEXT PAGE)

Bidder: _____
Name of Company

By: _____
Signature & Title

Mailing Address: _____

Phone No

Fax No

Email

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF ____ 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

GENERAL PROVISIONS

1. Definitions

- A. "City" means the City of Chickasha.
- B. "Acquisition" means items, products, materials, supplies, services, and equipment the City acquires by purchase, lease purchase, or rental.
- C. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- D. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- E. "Solicitation" means a request or invitation by the appropriate City Official for a supplier to submit a priced offer to sell acquisitions to the City. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- F. "Supplier" or "Vendor" means an individual or business entity that sells or desires to sell acquisitions to the city.

2. Submission

Sealed bids will be received by the City of Chickasha for furnishing of equipment, materials, and supplies and incidental items necessary to perform the work as outlined in these specifications. Work will include the installation of pedestal mounted electrical panels. Copies of all bid documents are available for inspection in the Office of the City Clerk. Bids are to be submitted to the City Clerk, City of Chickasha, 117 North 4th Street, Chickasha, OK 73018, no later than the date and time indicated on the BID FORM. Submission of a Bid shall constitute an agreement on the part of the Bidder to all terms and conditions contained therein.

Bids received by the city after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

3. Insurance and Bonds

The policies of insurance shall be executed by an insurance or indemnity carrier authorized to do business in the State of Oklahoma and shall in all respects conform to the requirement of Governmental Tort Claims Act, Title 51 Oklahoma Statutes Sections 151 et seq. With liability limits to be no less than the amount specified therein and with the City of Chickasha to be additional insured on all such required policies of insurance.

The successful Bidder will be required to execute the agreement and provide all necessary bonds and insurance within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder.

The following bonds are required for this project:

- 1. Bid Bond
- 2. Construction Bond
- 3. Maintenance Bond

The following insurance documents are required for this project:

Public Liability Insurance in the amount of not less than fifty thousand dollars (\$50,000) for injuries, including accidental death, or one hundred thousand dollars (\$100,000) for one accident.

1. Comprehensive Public Liability and Property Damage

Bodily Injury \$ 125,000 per individual
 \$1,250,000 in the aggregate per occurrence
Property Damage \$ 25,000 per occurrence
 \$ 125,000 in the aggregate

2. Worker's Compensation Insurance. Statutory limits as required by the laws of the State of Oklahoma, including employer's liability insurance with \$500,000 limit.

3. Automobile Public Liability Insurance

Bodily Injury \$ 125,000 per individual
 \$1,000,000 in the aggregate per occurrence

The City shall be named as an additional insured.

4. Rejection of Bid

The city reserves the right to reject any and all bids, and any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the city.

5. Award of Contract

One contract will be awarded to the lowest and best bidder unless the solicitation specifies that the best value criteria is being used.

Only properly completed bids will be considered. A completed Bid shall include the following:

1. A fully completed "Bid Form".
2. A completed and Notarized "Non-Collusion Affidavit", "Business Relation Affidavit".
3. A Certified, Cashier's Check or Bid Bond made payable to the City of Chickasha in an amount of Five percent (5%) of the total amount of the bid submitted.

Any addenda issued to these specification, if any, shall be considered part of the specifications, subject to ratification by the City Council of the City of Chickasha at the time of awarding a contract for this project.

BID SUBMITTAL DEADLINE

Bids shall be submitted to the City Clerk at City Hall, 117 N. 4th, Chickasha, Oklahoma 73018 no later than the 26th day of May, 2023 at 1:30 o'clock p.m. local time. Bids may be submitted in person, by mail, delivery service, fax or e-mail. Fax to 405-222-6004. E-mail to Susan.mcdaniel@chickasha.org.

City of Chickasha
Storm Sewer and Pavement Repairs

INSTRUCTIONS TO BIDDERS

1. Bid documents, plans, and specifications may be examined at the City Clerk's Office, 117 N. 4th Street, Chickasha, Oklahoma 73018.
2. All bids shall be accompanied by cashier's check or a certified check on a solvent bank in Oklahoma or a bid bond in the amount of five percent (5%) of the bid shall accompany the proposal of each bidder. The check or bond shall be made payable to the Owner. All checks or bonds will be returned to unsuccessful bidders. This check or bond shall be as a guarantee of contractor's ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said specifications and furnish the required bonds within ten (10) business days after the acceptance of his bid. No bidder may withdraw his bid for a period of sixty (60) days after the closing date for the receipt of bids.
3. In accordance with Oklahoma statutes, any bid must be accompanied by a Non-Collusion Affidavit and a Business Relations Affidavit. All bidders shall use the enclosed forms to satisfy this requirement.
4. Any bids received after the closing time will be returned unopened. Minority and small business owners are encouraged to submit proposals.
5. A Maintenance Bond in the amount of 100% of the contract price with a Corporate Surety licensed in Oklahoma and approved by the Owner guaranteeing the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner will be required. A Performance Bond and a Statutory Payment Bond in the amount of 100% of the contract price each with a Corporate Surety licensed in Oklahoma and approved by the Owner will be required for the faithful performance of the contract, and the bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded to him. Copies of required bond forms are included in the bid packet.

SPECIFICATIONS

1. GENERAL CONDITIONS

- 1.1. The successful bidder (Contractor) will be acting as an authorized agent of the City of Chickasha for Storm Sewer and Pavement Repairs. The Contractor(s) will be issued a purchase order in the amount of quotation. This will serve as a notice to proceed.
- 1.2. Scope of Work - The purpose of these specifications is to define the minimum requirements for Storm Sewer and Pavement Repairs at the intersection of 14th Street and Missouri Avenue in Chickasha, Oklahoma.
- 1.3. Quoted prices shall remain valid for not less than 30-days.
- 1.4. The prices bid shall be for completed work as specified herein.
- 1.5. Bidders must include in their bid in the space provided the proposed completion time for the project. Said completion time will be considered part of the bid and if a contract is awarded, shall be the contract time.
- 1.6. The City of Chickasha reserves the right to reject any and all bids.
- 1.7. The City of Chickasha reserves the right to consider alternative proposals submitted in writing.
- 1.8. Contractor shall be responsible for Quality Control of all products and the work.
- 1.9. The work shall proceed continuously from Notice to Proceed until Final Completion.
- 1.10. Contractor shall perform all work consistent with MUTCD and OSHA regulations and requirements.
- 1.11. The contractor shall comply with the codes and ordinances of the City of Chickasha and all applicable laws of the State of Oklahoma.
- 1.12. Contractor shall participate in a pre-work conference with the Owner before beginning work.
- 1.13. All materials shall be new and shall be of standard production as offered by the manufacturer, unless otherwise approved by the Owner.
- 1.14. All work shall comply with the applicable Rules, Codes and Standards listed in these Specifications, and all Federal, State and Local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations, or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work.
- 1.15. Purchases of materials for this project shall be exempt from Sales taxes and use taxes as provided for by State law.
- 1.16. Buy American requirements do not apply to this project.
- 1.17. The Contractor, by signing the bid proposal form herein, hereby represents that it shall hold the City of Chickasha, Chickasha, Oklahoma, its employees or agents, harmless from any liability resulting from property damages and/or personal injuries that occur during, or as a result of, the demolition activity.
- 1.18. Default in performance or failure to meet specifications authorizes the City to withhold payment and cancel the contract.
- 1.19. All costs in connection with the work, including furnishing of materials, supplies and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit price named in the proposal.

- 1.20. Payment will be made when all work and clean-up of the entire site is completed and accepted by the Public Works Director.

2. SEQUENCE OF CONSTRUCTION

- 2.1. OWNER and CONTRACTOR recognize that time is of the essence of this agreement and that OWNER will suffer financial loss if the work is not substantially complete within the time specified in II.B above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Five Hundred Dollars (\$1,500.00) for each day that expires after the time specified in paragraph 2.3 above for substantial completion until the work is substantially complete. Said liquidated damages, if any, may be deducted from progressive or final payments due the CONTRACTOR.

3. TECHNICAL PROVISIONS

- 3.1. Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction, 2009 Edition and Standard Drawings shall govern the technical provisions. ODOT Standard Specifications and Standard Drawings are not provided herein but are available on ODOT's web page. Bidders/Contractor are responsible for obtaining these Standard Specifications and Drawings.
- 3.2. During execution of this contract, the term "Department" shall mean the City of Chickasha Public Works Department.
- 3.3. During execution of this contract, the terms "Engineer" or "Resident Engineer" shall mean the Engineer retained by the City of Chickasha. The Owner reserves the right to consider alternative proposals submitted in writing by Bidders or by the Contractor.
- 3.4. Refer to the Drawings for additional information.
- 3.5. The work shall proceed continuously from Notice to Proceed until Final Completion.
- 3.6. Dimensions and distances provided are approximate. Contractor shall verify dimensions in the field before ordering materials.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and
_____, as Surety, are
held firmly bound unto the City of Chickasha in the sum of

DOLLARS (\$ _____), for the payment of which, well and truly to be made, we, and each
of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly
and severally, firmly by these presents.

Dated this _____ day of _____, 20__.

The conditions of this obligation are such, that whereas, the above Bonded Principal
_____ is the lowest and best bidder for the making of the following work
and improvements, viz:

COC-2304 Storm Sewer and Pavement Repairs in Chickasha, Oklahoma (Project)
and has entered into a certain written contract with the City of Chickasha on the _____ day of _____
_____, 20__, for the construction of said work and improvement, in exact accordance with
the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on
file in the office of the City Clerk of the City of Chickasha.

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, for labor and materials
furnished by any supplier and consumed in the performance of said contract, and such repairs to and rental
of machinery and equipment as may be furnished by a subcontractor to the person or persons contracting
with this Owner within thirty (30) days after the 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, for 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:

Secretary

Principal

By: _____

Surety

By: _____

ATTEST:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

_____, as Principal,
and _____, a corporation
organized under the laws of the State of _____, as Surety, are held and firmly bound unto
the City of Chickasha, in the penal sum of _____
_____ Dollars (\$ _____) in
lawful money of the United States of America, 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
the City of Chickasha, dated _____, 20____, for the COC-2304 Storm Sewer and Pavement
Repairs in Chickasha, Oklahoma (PROJECT) all incompliance with the specifications therefore, made a
part of said Contract and on file in the office of the City Clerk, City of Chickasha, Oklahoma.

NOW THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide
by said Contract and each and every covenant, condition, and part thereof, and shall fulfill all obligations
resting upon said Principal by the terms of said Contract and said specifications, and if said Principal shall
protect and save harmless said City of Chickasha from any pecuniary loss resulting from the reach of any
of the items, covenants and conditions of said Contract resting upon said Principal, then this obligation shall
be null and void, otherwise to be and retain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alternations 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 set forth below.

Dated this _____ day of _____, 20____.

Principal

ATTEST:

Secretary

By: _____

Surety

ATTEST:

By: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,
and _____, as Surety, are
held and firmly bound into the CITY OF CHICKASHA, a Municipal Corporation in the State of
Oklahoma, in the full and just sum of

_____ DOLLARS
(\$_____) such sum being equal to the contract price for the payment of
which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and
assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Principal, has by certain contract
between _____ and the CITY OF CHICKASHA
dated this _____ day of _____ 20____, agreed to perform for the City of
Chickasha, COC-2304 Storm Sewer and Pavement Repairs in compliance with the specifications
therefore, made part of said contract and on file in the office of the City Clerk of the City of
Chickasha; and to maintain the said improvement in the amounts set forth above against any failure
due to workmanship or material for a period of ONE year from the date of acceptance of the work
by the City of Chickasha.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the City of Chickasha all
damages, loss and expense, which may result by reason of defective materials and/or workmanship
in connection with said work, occurring within a period of ONE year from and after acceptance of
said project by the OWNER; and if Principal shall save and hold harmless the OWNER from all
damages, loss and expense occasioned by or resulting from any failure whatsoever of said
Principal, then this obligation shall be null and void, otherwise to be and remain in full force and
effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said
improvements against any failure due to defective workmanship and/or material for a period of
ONE year and at any time repairs shall be necessary, that the cost of making said repairs shall be
determined by the City of Chickasha or some person(s) designated by them to ascertain the same;
and if, upon thirty (30) days' notice, the said amount ascertained shall not be paid by the Principal
or Surety herein, or if the necessary repairs are not made, that said amount shall become due upon
the expiration of thirty (30) days and suit may be maintained to recover the amount so determined
in any court of competent jurisdiction; and that the amount so determined shall be conclusive upon
the parties as to the amount due on this bond for the repair(s) included therein, and that the cost of
all repairs shall be so determined from time-to-time during the life of this bond as the conditions
of the improvements may require.

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:

Principal

Secretary

By: _____

Surety

ATTEST:

By: _____
