

CHICKASHA MUNICIPAL AUTHORITY

AGENDA
LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
JUNE 20, 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.**
2. **Consent Docket:**
 - a. Acceptance of the Minutes of the June 5, 2023 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Accept and ratify Resolution 2023-14R amending the FY 22-23 Budget.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**

- a. Discussion, consideration, and possible action to accept and approve "Amendment #1 to Lease Agreement dated November 1, 2021" and authorize the Mayor to execute the same.
- b. Discussion, consideration, and possible action to accept and allow a "Visitor Center Lease Agreement" between Chickasha Community Foundation and Whitney Palesamo, d/b/a Downtown Mercantile.
- c. Discussion, consideration, and possible action to award Bid CMA-2302 - Water Distribution Improvements (CDBG) to IMarsau Enterprises of Enid, Oklahoma in the amount of \$568,304.00, subject to availability of funding.
- d. Discussion, consideration, and possible action to authorize an additional \$25,000.00 funding for the CDBG Grant Water Distribution Improvement project.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the June 5, 2023 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the June 5, 2023 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:

1. CMA 6-5-2023

June 5, 2023

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 5th day of June 2023 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 8:25 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Chris Mosley, Chairman
Zachary Grayson, Vice Chairman
Kea Ginn
Georgianne Hebblethwaite
R. P. Ashanti-Alexander
Rick Croslin
Kelly Boyd
Brian Gerdes

ABSENT:

Oscar Nelson

STAFF

PRESENT:

Keith Johnson, City Manager
Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
G. G. Music, Interim Police Chief
Jim Crosby, Public Works Director
Elaine Jensen, Finance Director
Robert Brooks, Staff Accountant
Lille Huckaby, Library Director
Rachel Bernish, Community Development Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a thru ITEM 2b

ITEM 2a. **Acceptance of the Minutes of May 15, 2023, regular meeting; the Minutes of the May 18, 223 Special Meeting; and the Minutes of the May 30, 2023, Special Meeting.**

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

*Motion by Trustee Ashanti-Alexander, second by Trustee Grayson to approve Item 2a thru Item 2b.

Roll call vote:

Ayes:" Gerdes, Boyd, Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, and Mosley.

"Nays:" None

"Abstain:" None

Motion carried. 8-0

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

No action taken on Item 3.

ITEM 4. **Discussion and Consideration Items:**

ITEM4a. **Discussion, consideration, and possible action to conduct a public auction for the sale of oil and gas mining lease(s) pursuant to Title 64 O.S. Section 1082 covering the following described real property:**

1. **An undivided 0.370179 acres, more or less, South 65 feet of Lot 15 Block 5 Original Townsite City of Chickasha, OK Section 28, Township 7 North, Range 7 West Grady County, Oklahoma**

2. **An undivided 0.605486 acres, more or less, in all of Lot 6; North 110 feet of Lots 7-10, Block 15, City of Chickasha, OK Section 28, Township 7 North, Range 7 West Grady County Oklahoma**

3. **An undivided 0.937787 acres, more or less, in Lots 1-6, Block 17, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma**

4. **An undivided 0.740358 acres, more or less, North 151.25 feet of Lots 221-26, Block 38, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma**

5. **An undivided 0.387397 acres, more or less, Lots 7 and 9, Block 40, City of Chickasha, OK Section 28, Township 7 North,**

Range 7 West, Grady County, Oklahoma

6. An undivided 0.282369 acres, more or less, South 50 feet of Lot 10, Block 96, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma

7. An undivided 0.290900 acres, more or less, Lot 5, Block 108, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma

8. An undivided 0.596900 acres, more or less, Lot 3, Block 1, Burtschi's 4th Addition, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma

9. An undivided 0.250800 acres, more or less, South 55 feet of Lots 15-17, Block 20, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma

10. An undivided 0.441919 acres, more or less, North 75 feet of Lots 15-18 and the North 60 feet of the South 90 feet of Lots 15-18, Block 24, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma

11. An undivided 0.691001 acres, more or less, Lots 1-4, Block 22, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma

12. An undivided 0.370179 acres, more or less, Lots 23-25, Block 21, City of Chickasha, OK Section 28, Township 7 North, Range 7 West, Grady County, Oklahoma

13. An undivided 0.24679 acres, more or less, in Lot 9, Block 156, Chickasha OT Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

14. An undivided 0.24679 acres, more or less, in Lot 5, Block 186, Chickasha OT Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

15. An undivided 0.24679 acres, more or less, in Lot 10, Block 189, Chickasha OT Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

16. An undivided 0.5452 acres, more or less, in Lots 1 and 2, Block 223, Chickasha OT Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

17. An undivided 0.24679 acres, more or less, in Lot 2, Block 224, Chickasha OT Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma;

18. An undivided 0.171879 acres, more or less, in Lot 7, Block 254, Chickasha OT Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

19. An undivided 0.246786 acres, more or less, in Lot 3, Block 255, Chickasha OT Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma;

20. An undivided 0.17217 acres, more or less, in Lots 5 and 6, Block 2, Bookers First Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

21. An undivided 0.16644 acres, more or less, in Lots 7 and 8, Block 3, Bookers First Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

22. An undivided 2.08161 acres, more or less, in Lot A, Bookers Second Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

23. An undivided 0.246786 acres, more or less, in Lot 4, Block 257, Chickasha OT Addition, Section 34, Township 7 North, Range 7 West, Grady County, Oklahoma

24. An undivided 0.50232 acres, more or less, in Lots 1-3, Block 15, Chickasha OT Addition, Section 27, Township 7 North, Range 7 West, Grady County, Oklahoma

*Motion by Council Member Hebblethwaite and second by Council Member Gerdes to hold public auctions for the sale of oil and gas mining lease(s) pursuant to Title 64 O.S. Section 1081.

Roll call vote:

“Ayes:” Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, Boyd, Croslin, Ginn, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

Auction was held.

*Motion by Council Member Gerdes and second by Council Member Boyd to accept a bid of \$2,500 with 3/16ths for all 24 parcels of properties from Heller Oil.

Roll call vote:

“Ayes:” Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, Boyd,
Croslin, Ginn, and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 8-0

ITEM 5. **Executive SessionL**

Executive Session was pulled from Agenda

ITEM 6. **Motion to Adjourn.**

*Motion by Trustee Grayson, second by Trustee Ashanti-Alexander to adjourn.

Meeting adjourned.

TIME: 8:46 PM

Approved this 20th day of June 2023.

Chris Mosley, Chairman

(ATTEST)

Susan M. McDaniel, CMC
City Clerk



City of
CHICKASHA

Meeting Type: CMA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Finance

Agenda Item No. 2.c.

AGENDA ITEM: Accept and ratify Resolution 2023-14R amending the FY 22-23 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify Resolution 2023-14R amending the FY 22-23 Budget.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to accept and approve "Amendment #1 to Lease Agreement dated November 1, 2021" and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and approve "Amendment #1 to Lease Agreement dated November 1, 2021" and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Keith Johnson, City Manager

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:

1. Amendment #1 to Park Lease Agreement, 5'23

Amendment # 1 to Lease Agreement dated November 1, 2021

Date of Amendment: June 20, 2023

Whereas, the subject Lease Agreement was entered in to by The Chickasha Municipal Authority, Landlord, and Chickasha Community Foundation, Tenant, with an effective date of December 31, 2021, regarding the **Chickasha Downtown Park**, and

Whereas, Phase 1 (Arts Plaza) of the park has been completed, to include renovation of the freight building, now referred to at the Visitor Center, and

Whereas, Tenant desires to sublease a portion of the Visitor Center as retail space for the convenience of the public and to help defer park maintenance costs,

Now therefore, the parties agree to amend the Lease Agreement as follows:

Add paragraph 4(b). Tenant is authorized to sublease the west portion of the Visitor Center for usage as retail sales location and staffed information center for visitors to the park and Chickasha in general. See Visitor Center Lease Agreement, attached, to be effective July 1, 2023.

Add paragraph 4(c) Tenant agrees to be solely responsible for the collection and deposit of all appropriate sales taxes for retail sales at the Visitor's Center and for any licensing or authorizations necessary to sell products in the Visitor's Center.

The parties acknowledge that this amendment agreement also fulfills the "prior written consent of the Landlord" requirement for sub-letting, set forth in paragraph 19 of the subject Lease Agreement.

Executed the date and year first written above.

Landlord:

Chickasha Municipal Authority

by _____
Chris Mosley, Chairman

Tenant:

Chickasha Community Foundation

by _____
Patrick A. Brooks, President



City of
CHICKASHA

Meeting Type: CMA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Administration

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to accept and allow a "Visitor Center Lease Agreement" between Chickasha Community Foundation and Whitney Palesamo, d/b/a Downtown Mercantile.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and allow a "Visitor Center Lease Agreement" between Chickasha Community Foundation and Whitney Palesamo, d/b/a Downtown Mercantile.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Keith Johnson, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:

1. Visitor Center Lease Agreement, dtd July 1 2023

VISITOR CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day July, 2023, by and between **Chickasha Community Foundation (CCF)**, hereinafter called "LANDLORD," and **Whitney Palesano**, dba Downtown Mercantile, hereinafter called "TENANT." For and in consideration of the covenants and agreements herein provided, LANDLORD does hereby lease to TENANT certain real property situated in Chickasha, Oklahoma, which contains approximately 420 square feet; located at 102 E Chickasha Ave, Chickasha, Ok, 73018, hereinafter called "Premises."

1. TERM. This lease shall be for a term of twelve (12) months, beginning on July 1, 2023 and ending on June 30, 2024 ("Lease Term"). Rent payments shall commence on July 1, 2023, hereinafter called "Rent Commencement."
2. RENT. TENANT agrees to pay LANDLORD as rental for above described property the sum below, payable on or before the first day of each month during the term of this lease, payable to LANDLORD with a mailing address of FNBT Trust Dept, PO Box 1130, Chickasha, Ok, 73023.

- July 1, 2023: \$600/month

In addition, thereto, tenant agrees to include a CCF donation option on all electronic transactions, with total sum and accounting of such donations (if any) to be remitted to CCF monthly. Tenant also agrees to serve as ticket agent for CCF regarding future amusement rides in park and to remit ticket sales proceeds to CCF at least monthly.

RENEWAL OPTION. So long as TENANT is not in default with any provisions of this Lease throughout the Lease Term, TENANT shall have four one-year renewal options under the same terms and conditions of this Lease, which must be exercised in writing at least sixty (60) days prior to the expiration of the Lease Term.

LANDLORD PAB
TENANT WP

LATE CHARGE. A late charge equal to ten percent (10%) of the monthly rental payment shall be assessed on any such payment made after the 5th day of the month in which said payment is due. Late charges shall be considered an additional rental and if not paid as required shall constitute a default by TENANT. There shall be a fifty (\$20.00) dollar fee for any returned checks.

3. DEPOSIT. No deposit shall be required on this lease.

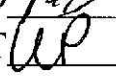
4. USE. TENANT agrees to take good and reasonable care of the Premises for retail sales of souvenirs, locally sourced products, and convenience products which are family oriented. Alcohol, tobacco, vape, and marijuana related products are not permitted to be sold on the property.

The parties acknowledge that the Visitor Center (Railway Express) building includes a common area and restrooms open to the public, a storage room, and mechanical room. Tenant, at Landlord's discretion, will be allowed to use common area space for display during tenant open hours so long as such usage is compatible with, and not interfering with Landlord's public accommodative use of said space. Tenant will be permitted to store inventory in the storage room as long as such use does not interfere park manager's usage of storage room.

IMPROVEMENTS. LANDLORD, at LANDLORD'S expense, shall make the following modifications to the Premises prior to Rent Commencement: remove safe, cash register, and cabinet: replace front door with windowed door. TENANT, at TENANT'S EXPENSE, shall be responsible for any and all other improvements including but not limited to: shelving, fixtures, color and lighting, provided, however, plans and specifications for such improvements must be approved by LANDLORD in advance of work being performed, such consent not to be unreasonably delayed or withheld. LANDLORD'S approval of such plans and specifications shall not constitute evidence of compliance with any applicable local or state governmental code or regulation. Signage for "Visitor Center" shall be responsibility of Landlord. Tenant signage shall be responsibility of Tenant. The parties will work together to determine signage type, style, wording and location, knowing that the City of Chickasha will have final approval.

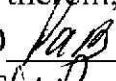
LANDLORD *[Signature]*
TENANT *[Signature]*

5. TENANT MAINTENANCE. TENANT shall maintain in good order, condition and repair the interior of the Premises (retail space) and shall replace all broken glass and repair any broken doors. TENANT shall make all other repairs caused by unauthorized breaking and entering. Upon the expiration or earlier termination of this Lease, TENANT shall surrender the Premises in good condition, ordinary wear and tear excepted. TENANT shall indemnify LANDLORD against any loss or liability resulting from delay by TENANT in so surrendering the Premises, including without limitation any claims made by any succeeding TENANT founded on such delay.
6. LANDLORD MAINTENANCE. LANDLORD shall maintain in good order, condition and repair all mechanical, electrical, and plumbing systems installed therein. LANDLORD shall maintain landscaping and mow any grass area, and keep parking lot, sidewalks and driveways free of debris and trash. LANDLORD shall repair and maintain the structural portion of the Premises, including exterior walls and roof, unless such maintenance or repair is caused in whole or in part by the neglect, fault or omission of TENANT, its agents, employees or invitees, or by unauthorized breaking and entering, in which event TENANT shall pay to LANDLORD the cost of such maintenance and repair.
7. ALTERATION. TENANT shall not erect or place any signs or advertising on or visible from the exterior of the Premises, nor alter the exterior or make any alterations or additions to the Premises without LANDLORD'S prior written consent, which shall not be unreasonably withheld. All alterations, additions, and improvements made by TENANT to or upon the Premises, except furniture, shall at once when made or installed be deemed to have been attached to the freehold and to have become the property of LANDLORD; provided, however, prior to termination of this Lease, or within fifteen (15) days thereafter, LANDLORD may direct by written notice to TENANT that TENANT shall promptly remove all or part of the additions, improvements, fixtures, trade fixtures and installations which were placed in the Premises by TENANT and which are designated in said notice and TENANT shall repair any damage occasioned by such removal and in

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TENANT 

default thereof LANDLORD may effect said removal and repairs at TENANT'S expense. Any improvements, alterations, repairs, or maintenance will be performed in a workmanlike manner by qualified and licensed firms.

8. PROPERTY INSURANCE; LANDLORD shall be responsible for property insurance on the premises. TENANT shall be responsible for its own personal property insurance.
9. SUBLEASE. The TENANT shall not assign or transfer this Lease or any interest therein nor sublet said Premises or any part thereof without the written consent of the LANDLORD; nor shall this Lease be assignable or transferable by operation of law or by any process or proceeding of any Court, or otherwise without the written consent of the LANDLORD.
10. INSOLVENCY. In the event of attempted assignment of this Lease to creditors, or the institution of bankruptcy, corporate reorganization, trustee or receivership proceedings involving TENANT, shall forthwith and of themselves cancel and void this Lease, and possession of the Premises shall immediately pass to LANDLORD, at its option. If LANDLORD exercises its option to recover possession of the Premises upon the occurrence of one of such events, it shall not be held to have waived its cause of action against TENANT for its failure to perform fully the terms of this Lease prior to such event.
11. SALE BY LANDLORD. In the event LANDLORD transfers its interest in the building, LANDLORD will thereby be released from any further obligation hereunder and TENANT agrees to look solely to the transferee for the performance of such obligations. The agreement of TENANT to attorn to the designee of the LANDLORD will survive any termination of rights of the LANDLORD in the building and the TENANT agrees to execute and deliver to the designee of the LANDLORD from time to time within ten (10) days after written request therefor all instruments which might be required by the LANDLORD to confirm such attornment.
12. INDEMNITY. TENANT agrees to carry commercial general liability insurance covering the Premises and the business conducted therein,

LANDLORD 
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which insurance shall be in amount not less than \$1,000,000.00 per each occurrence and \$2,000,000 general aggregate. Such policies shall be for the benefit of LANDLORD and TENANT as their interests may appear, and TENANT shall furnish LANDLORD a certificate of said insurance upon the commencement of this Lease and shall provide a copy upon each subsequent year of the Lease. TENANT further agrees to indemnify LANDLORD from any and all damages to the contents of the portion of the building herein leased, and from any action, claim or injuries arising from the maintenance, operation or use by TENANT, its employees, customers or invitees of the Premises by any person, or for any condition existing on said Premises under the control of TENANT or which condition is the responsibility of TENANT. In any suit or action for damages arising from alleged negligence of TENANT in which LANDLORD is included as a defendant, TENANT will assume all the burdens, costs and expenses of the defense thereof, including attorney's fees, and the cost of settlement or judgment obtained against LANDLORD by reason thereof.

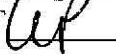
13. **DEFAULT.** If TENANT vacates or abandons said Premises or defaults in the payment of the rent reserved or any installation thereof, or breaches any of the covenants herein, and if such default or breach continues for ten (10) days after written notice thereof, LANDLORD may, at its option, terminate this Lease or without such termination enter said Premises, remove TENANT'S property therefrom, and re-let the same for the account of TENANT for such rent and upon such terms as may be satisfactory to LANDLORD, without such re-entry working a forfeiture of past or future rents to be paid or the covenants to be performed by TENANT during the full term hereof. In any event, TENANT shall pay any rent deficiency, each month thereafter, during the balance of the term hereof.
14. **LIEN.** All property of TENANT, in or upon said Premises, whether or not exempt from execution, shall be subject to a lien for payment of the rent reserved and for any damages arising from any breach by TENANT of any of the covenants herein. If default is made in the payment of any

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TENANT

installment of the rent, or any part thereof, and if such default continues for ten (10) days after written notice thereof to TENANT, LANDLORD may take possession of said property of TENANT, or any part thereof, and sell it at public or private sale, with or without auction, to the highest bidder for cash, and apply the proceeds of said sale first toward the cost of sale and then toward said debt or damages, any remainder to be paid to TENANT. In the event it becomes necessary for LANDLORD to take legal action for the enforcement of any obligation imposed upon TENANT by this Lease, TENANT will bear all of the costs and expenses of such action, including reasonable attorney's fees.

15. **WAIVER AND NOTICE.** Any assent, expressed or implied, by LANDLORD to any breach of any covenant or condition herein shall operate as such only in the specific instance and shall not be an assent or waiver thereof generally or of any subsequent breach thereof. The various rights, powers, elections and remedies of LANDLORD contained herein are cumulative and no one of them shall be exclusive of others or of any allowed law. No right shall be exhausted by being exercised on one or more occasions. Time is of the essence hereof. Where provision is made herein for notice of any kind, it shall be deemed sufficient, if such notice is to TENANT, if addressed to TENANT at the leased Premises; and if to LANDLORD, if addressed to LANDLORD at the address shown in Lease. Such notice shall be given by registered mail with postage prepaid. The provision contained herein, including any additional provisions, are the complete terms of the Lease, and no alterations or modifications of said terms shall be binding unless signed by both parties.
16. **SUITABILITY/AS-IS.** TENANT acknowledges that neither LANDLORD nor any agent of LANDLORD had made any representation or warranty with respect to the Premises or the suitability of the Premises for the conduct of TENANT'S business, nor has LANDLORD agreed to undertake any modification, alteration or improvement to the Premises, except as provided in this Lease, the Premises shall otherwise be leased AS-IS, WHERE-IS. The taking of possession of the Premises by TENANT shall conclusively establish that

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the Premises were at such time in satisfactory condition unless within five (5) days after such date TENANT shall give LANDLORD written notice specifying in reasonable detail the respects in which the Premises or the building were not in satisfactory condition. By execution hereto, TENANT and LANDLORD acknowledge that they have investigated all representation of agents, and as such agents shall be relieved of all liability for future claims.

17. **PROHIBITED USES.** TENANT shall not use said Premises for any use other than that which is specified in this Lease, and shall not permit them to be used, for any other purposes, without first obtaining the written consent of LANDLORD. TENANT shall promptly and continuously comply with all laws, orders, and regulations of the State, County, and City affecting the use, occupation, safety, and cleanliness of the Premises and the equipment of TENANT.

TENANT may not display or sell items or allow carts, portable signs, devices or any other objects to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises. TENANT further agrees not to install any exterior lighting, amplifiers or similar devices for use in or about the Premises, any advertising medium which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts.

TENANT shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Premises or any building of which the Premises may be a part or any of its contents, nor shall TENANT sell or permit any articles to be kept, used or sold in or about the Premises, which may be prohibited by a standard form policy of fire insurance. If LANDLORD'S insurance premium is increased as a result of TENANT'S business operation, TENANT agrees to pay said increase.

18. **UTILITIES AND HVAC.** LANDLORD pay for all water, gas, and electric current and all other utilities supplied to the Premises. If gas and electric costs become materially higher than expected due to the retail

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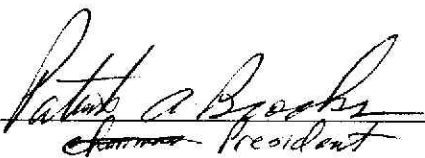
space usage, Landlord and Tenant agree to use best efforts to mutually share such increased utility costs.

19. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and each provision.

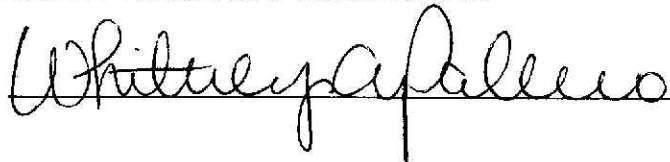
City Approval: The parties acknowledge that the terms of this lease must be approved by the Chickasha Municipal Authority in order to become binding.

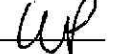
20. COMPLETE AGREEMENT. The covenants and conditions herein contained, together with any exhibits and addendums attached, are the full and complete terms of this Lease agreement, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by both parties.

LANDLORD : CHICKASHA COMMUNITY FOUNDATION

By: 
Patrick A. Brooks
Chairman President

TENANT: WHITNEY PALESANO

By: 

LANDLORD 
TENANT 



City of
CHICKASHA

Meeting Type: CMA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Public Works

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration, and possible action to award Bid CMA-2302 - Water Distribution Improvements (CDBG) to IMarsau Enterprises of Enid, Oklahoma in the amount of \$568,304.00, subject to availability of funding.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Award Bid CMA-2302 - Water Distribution Improvements (CDBG) to IMarsau Enterprises of Enid, Oklahoma in the amount of \$568,304.00, subject to availability of funding.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Jim Crosby, Public Works Director

Meeting Date:

June 20, 2023

Fund	Account	Amount
(To)		
FUND	ACCOUNT	AMOUNT
(From)		

V. ATTACHMENTS:

1. Recommendaation of Scott Vaughn
2. Bid Tabulations CMA-2302 a.k.a 18608 CDBG 22



CHISHOLM TRAIL CONSULTING, LLC

R. Scott Vaughn, P.E., CFM
Professional Engineering Services
580-467-8130
rscottv11@gmail.com

June 8, 2023

Chickasha Municipal Authority
Mr. Jim Crosby
Public Works Director
117 North 4th Street
Chickasha, Oklahoma 73018

RE: RFP CMA-2302 a.k.a. 18608 CDBG 22
WATER DISTRIBUTION IMPROVEMENTS
CHICKASHA, OK

Dear Sir:

After carefully reviewing the bids submitted on June 1, 2023 for the referenced project, I find that the lowest responsive bid was submitted by Marsau Enterprises of Enid, Oklahoma. Please refer to the attached detailed Bid Tabulation and Bid Tabulation Summary for more information.

This project is being funded in part by a Community Development Block Grant (CDBG). The work on this project consists of three main parts: 1) new water main along Missouri Avenue from 3rd Street to 4th Street; 2) new water main along Virginia and Henderson from Shepherd to Tennessee; and 3) installation of new fire hydrants and valves in the area bounded by Alabama and Missouri between 2nd Street and Henderson Street

The new water mains are needed to complete loops in the water distribution system. This will aid in improving water quality and fire suppression flow volumes. Old and non-standard fire hydrants will be replaced with new fire hydrants. Valves will be installed to allow for isolating segments of the water distribution system, thereby alleviating the need to place several blocks of customers out of service during maintenance and repairs.

Marsau Enterprises has extensive pipeline construction experience, primarily in the natural gas industry, and has successfully completed water main construction projects, including at least one project in Chickasha. It is my recommendation that the Chickasha Municipal Authority award a contract to Marsau Enterprises for CMA-2302 Water Distribution Improvements in the amount of \$568,304.00, subject to the availability of funding.

If you have any questions, or require additional information, please do not hesitate to call me.

Sincerely,

R. Scott Vaughn, P.E., CFM

Enclosures

Cc: File

REASONABLE ■ SENSIBLE ■ QUALITY

CHICKASHA MUNICIPAL AUTHORITY
RFP CMA-2302, a.k.a. 18608 CDBG 22
WATER DISTRIBUTION IMPROVEMENTS

BID TABULATION SUMMARY

DATE/TIME OF BID OPENING 6/1/2023 1:30 p.m.

COMPANY NAME	TOTAL BID	QUEST CDN PLANHOLDER	BUS. REL. AFFIDAVIT	AFFIDAVIT OF NON-COLL.	PAYROLL AFFIDAVIT	BID BOND	DEBARMENT REVIEW CERT	ADDENDUM 1	ADDENDUM 2
Downey Contracting	\$677,050.00	YES	YES	YES	YES	YES	YES	YES	YES
Marsau Enterprises	\$568,304.00	YES	YES	YES	YES	YES	YES	YES	YES
Southwest Waterworks	\$639,920.00	YES	YES	YES	YES	YES	YES	YES	YES
Engineer's Estimate	\$417,837.50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



CHISHOLM TRAIL CONSULTING, LLC



City of
CHICKASHA

Meeting Type: CMA Agenda 6-20-2023

Meeting Date: 6/20/2023

Department: Public Works

Agenda Item No. 4.d.

AGENDA ITEM: Discussion, consideration, and possible action to authorize an additional \$25,000.00 funding for the CDBG Grant Water Distribution Improvement project.

I. BACKGROUND/DESCRIPTION:

The bids were opened for the CDBG Water Distribution Improvements Project on June 1, 2023. Three bids were received. The original construction budget was for \$330,771.00 and the low bid amount was \$537,054.00, which is \$206,283.00 higher than our original construction budget. After looking at all options, we are asking for additional CDBG funds in the amount of \$181,283.00. The CMA will need to contribute \$25,000 more to the project.

II. RECOMMENDED ACTION:

Authorize an additional \$25,000.00 funding for the CDBG Grant Water Distribution Improvement project.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: June 20, 2023	(From)		

V. ATTACHMENTS:

- 20230616141814786

June 2, 2023

Robin Slawson, Project Manager
Community & Economic Development Team
Oklahoma Department of Commerce
900 North Stiles Avenue
Oklahoma City, OK 73401-3234

Contract #: 18608 CDBG 22

Dear Ms. Slawson,

We opened bids on our CDBG Water Distribution Improvements Project on 6/1/2023. Three bids were received even though there were seven (7) plan holders. The original construction budget was \$330,771.00 and the low bid amount was \$537,054.00 which is \$206,283.00 higher than our original construction budget. After looking at all options, we are asking for additional CDBG funds in the amount of \$181,283.00. The City will contribute \$25,000 more to the project. We would like to contribute more but we are not financially able to put in more money. The City's \$25,000 will be taken from our operating budget. The City currently has \$1.5 million in various other projects that are assigned and underway.

Due to the current age, deteriorating condition, and change in treatment processes of our existing Water Treatment Plant (WTP), the City is currently working to secure a loan of \$72 million dollars for a new treatment plant. The City plans to fund this debt with a combination of sales tax increase, (if passed by a vote of the people) and rate increases. This is not the only capital project the City will be facing and it is not financially feasible to take on any other debt at the present time. We also have significant needs in the wastewater system and a large storm drainage project upcoming.

Enclosed is a copy of our most recent audit for the year ending 2021. The 2022 audit will be completed in approximately 2-3 months. The City has experienced multiple turnovers in key staff over the past 3 years and is working to overcome the ineffectiveness this has caused. We now have experienced staff in place. Shown on pages 26 and 72 of the 2021 audit are our concerns and reasons that we are not able to contribute more financially to this project. The Chickasaw Municipal Authority (water and sewer) is operating at a loss of roughly \$1.3 million. Expenses are more than income overall and with the mention of the large WTP project above and the expected \$72,000,000 loan we are going through a thorough financial review and restructuring of Municipal Authority finances. These things along with coming off the Covid pandemic turndown have had a great effect to say the least. We currently have over \$3.3 million in debt from a 2014 loan.

The city has examined other sources of funding from IHS, REAP grant funds from the COG and OWRB. The funding cycles are not compatible with any of these funding sources as their

funding is already committed this year and we are not a likely recipient as our population is too large to compete for these funds. Cares Act and ARPA funds received by the City are already committed and assigned to other projects. This money was not entirely for public works projects but to help operate the city as a whole, including police, fire, streets, salaries, and other pandemic related issues.

In addition to the alternatives above the Town has considered the following alternatives for this project:

1. Remove a portion of the project. This is not a good alternative as all this project as proposed is badly needed. The existing waterlines are subject to frequent breakages and are undersized. Isolation valves are needed to be able to isolate small areas of the distribution system without shutting down several city blocks at once. The fire hydrants are needed for better fire protection in this target neighborhood.
2. Request additional CDBG funding from ODOC.
3. Do nothing. This is unacceptable for the city to have low water pressures and periods of no water while making repairs. This is also not acceptable to ODEQ.

The bidding process was successful. We received 3 qualified bids. There were seven (7) plan holders. The advertising and bidding processes were adequate and correct. The project was advertised locally and regionally, and in the construction bid newsrooms. The low bidder, Marsau, meets the debarment criteria and is a good contractor. The bid is higher than the engineer's estimate however we are in a high inflation period and the original cost is now a year old. Re-bidding the project to try to get a lower bid is not a good option as we may get an even higher bid with our current economic and construction industry situation.

ODOC approval of our request for additional funding does not change the original scope of project, we are still completing a waterline project that addresses a significant need in a targeted area. There are no environmental review changes. The same number and percentage of low/moderate-income persons will be served by the project and the same number of total beneficiaries.

The City is ready to expedite a budget modification on OK grants with required documentation once we have your response. Our meeting is on June 20th, and we would like to award at this meeting if at all possible. We appreciate this grant and your consideration of our request for additional funding in the amount of \$181,283.00. Attached is a copy of the low bidder's documents, the bid tabulation, plan holders list, bid ad affidavits and DBE search. Please let me know if you need any further information.

Sincerely,

Chris Mosley, Mayor

CHICKASHA MUNICIPAL AUTHORITY
RFP CMA-2302, a.k.a. 18608 CDBG 22
WATER DISTRIBUTION IMPROVEMENTS

BID TABULATION DETAILED

Bid Opening Date and Time	6/1/2023	1:30 p.m.
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PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	ENGINEER ESTIMATE		DOWNEY CONTRACTING		MARSAU ENTERPRISES		SOUTHWEST WATERWORKS	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6" PVC WL, TRENCHED	LF	420	\$ 80.00	\$ 33,600.00	\$ 192.00	\$ 80,640.00	\$ 166.80	\$ 70,056.00	\$ 80.00	\$ 33,600.00
2	6" X 6" MJ TEE, INSTALLED	EA	2	\$ 1,750.00	\$ 3,500.00	\$ 1,330.00	\$ 2,660.00	\$ 890.00	\$ 1,780.00	\$ 1,750.00	\$ 3,500.00
3	6" X 45° MJ BEND, INSTALLED	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,111.00	\$ 2,222.00	\$ 770.00	\$ 1,540.00	\$ 1,750.00	\$ 3,500.00
4	6" MJ GATE VALVE W/ BOX, INSTALLED	EA	5	\$ 2,500.00	\$ 12,500.00	\$ 2,858.00	\$ 14,290.00	\$ 2,320.00	\$ 11,600.00	\$ 4,000.00	\$ 20,000.00
5	FIRE HYDRANT ASSY (4'-6" BURY) INSTALLED	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 10,339.00	\$ 10,339.00	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00	\$ 7,500.00
6	PAVEMENT REPAIR	SY	143	\$ 175.00	\$ 25,025.00	\$ 286.00	\$ 40,898.00	\$ 250.00	\$ 35,750.00	\$ 190.00	\$ 27,170.00
7	REPLACE CURB AND GUTTER	LF	30	\$ 50.00	\$ 1,500.00	\$ 95.00	\$ 2,850.00	\$ 65.00	\$ 1,950.00	\$ 55.00	\$ 1,650.00
8	DISINFECTION	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 5,084.00	\$ 5,084.00	\$ 2,740.00	\$ 2,740.00	\$ 2,500.00	\$ 2,500.00
9	HYDROSTATIC PRESSURE TESTING	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 5,084.00	\$ 5,084.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
10	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 2,500.00	\$ 2,500.00	\$ 4,550.00	\$ 4,550.00	\$ 5,200.00	\$ 5,200.00	\$ 2,500.00	\$ 2,500.00
11	SOLID SLAB SOD	SY	236	\$ 7.50	\$ 1,770.00	\$ 9.00	\$ 2,124.00	\$ 9.00	\$ 2,124.00	\$ 5.00	\$ 1,180.00
	SUBTOTAL WATERLINE 1				\$ 91,125.00		\$ 170,741.00		\$ 141,240.00		\$ 105,600.00

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	ENGINEER ESTIMATE		DOWNEY CONTRACTING		MARSAU ENTERPRISES		SOUTHWEST WATERWORKS	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6" PVC WL, TRENCHED	LF	620	\$ 80.00	\$ 49,600.00	\$ 147.00	\$ 91,140.00	\$ 133.50	\$ 82,770.00	\$ 80.00	\$ 49,600.00
2	6" X 6" MJ TEE, INSTALLED	EA	2	\$ 1,750.00	\$ 3,500.00	\$ 1,330.00	\$ 2,660.00	\$ 890.00	\$ 1,780.00	\$ 1,750.00	\$ 3,500.00
3	6" X 45° MJ BEND, INSTALLED	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,111.00	\$ 2,222.00	\$ 770.00	\$ 1,540.00	\$ 1,750.00	\$ 3,500.00
4	6" MJ GATE VALVE W/ BOX, INSTALLED	EA	5	\$ 2,500.00	\$ 12,500.00	\$ 2,858.00	\$ 14,290.00	\$ 2,320.00	\$ 11,600.00	\$ 4,000.00	\$ 20,000.00
5	FIRE HYDRANT ASSY (4'-6" BURY) INSTALLED	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 10,339.00	\$ 10,339.00	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00	\$ 7,500.00
6	PAVEMENT REPAIR	SY	11	\$ 175.00	\$ 1,925.00	\$ 286.00	\$ 3,146.00	\$ 250.00	\$ 2,750.00	\$ 190.00	\$ 2,090.00
7	REPLACE CURB AND GUTTER	LF	15	\$ 50.00	\$ 750.00	\$ 95.00	\$ 1,425.00	\$ 65.00	\$ 975.00	\$ 55.00	\$ 825.00
8	FENCE REMOVE AND RELOCATE	LF	125	\$ 7.00	\$ 875.00	\$ 40.00	\$ 5,000.00	\$ 36.00	\$ 4,500.00	\$ 75.00	\$ 9,375.00
9	DISINFECTION	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 4,749.00	\$ 4,749.00	\$ 2,860.00	\$ 2,860.00	\$ 5,000.00	\$ 5,000.00
10	HYDROSTATIC PRESSURE TESTING	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 4,749.00	\$ 4,749.00	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
11	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 4,550.00	\$ 4,550.00	\$ 2,200.00	\$ 2,200.00	\$ 5,000.00	\$ 5,000.00
12	SOLID SLAB SOD	SY	347	\$ 7.50	\$ 2,602.50	\$ 9.00	\$ 3,123.00	\$ 9.00	\$ 3,123.00	\$ 5.00	\$ 1,735.00
	SUBTOTAL WATERLINE 2				\$ 83,150.00		\$ 147,393.00		\$ 122,598.00		\$ 113,125.00



BID TABULATION DETAILED

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	ENGINEER ESTIMATE		DOWNEY CONTRACTING		MARSAU ENTERPRISES		SOUTHWEST WATERWORKS	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	FIRE HYDRANT ASSY (4'-6" BURY) INSTALLED	EA	10	\$ 7,500.00	\$ 75,000.00	\$ 10,670.00	\$ 106,700.00	\$ 9,270.00	\$ 92,700.00	\$ 9,500.00	\$ 95,000.00
2	6-INCH FIRE HYDRANT EXTENSION	EA	8	\$ 150.00	\$ 1,200.00	\$ 843.00	\$ 6,744.00	\$ 775.00	\$ 6,200.00	\$ 1,750.00	\$ 14,000.00
3	12-INCH FIRE HYDRANT EXTENSION	EA	3	\$ 300.00	\$ 900.00	\$ 928.00	\$ 2,784.00	\$ 850.00	\$ 2,550.00	\$ 2,000.00	\$ 6,000.00
4	6" MJ GATE VALVE W/ BOX, INSTALLED	EA	30	\$ 2,500.00	\$ 75,000.00	\$ 3,987.00	\$ 119,610.00	\$ 3,220.00	\$ 96,600.00	\$ 6,750.00	\$ 202,500.00
5	PAVEMENT REPAIR	SY	211	\$ 262.50	\$ 55,387.50	\$ 295.00	\$ 62,245.00	\$ 295.00	\$ 62,245.00	\$ 190.00	\$ 40,090.00
6	REPLACE CURB AND GUTTER	LF	120	\$ 75.00	\$ 9,000.00	\$ 98.00	\$ 11,760.00	\$ 80.00	\$ 9,600.00	\$ 55.00	\$ 6,600.00
7	PAINT EXISTING FIRE HYDRANT	EA	5	\$ 250.00	\$ 1,250.00	\$ 335.00	\$ 1,675.00	\$ 795.00	\$ 3,975.00	\$ 500.00	\$ 2,500.00
8	SOLID SLAB SOD	SY	28	\$ 7.50	\$ 210.00	\$ 70.00	\$ 1,960.00	\$ 9.00	\$ 252.00	\$ 5.00	\$ 140.00
	SUBTOTAL FIRE HYDRANTS AND VALVES				\$ 217,947.50		\$ 313,478.00		\$ 274,122.00		\$ 366,830.00

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	ENGINEER ESTIMATE		DOWNEY CONTRACTING		MARSAU ENTERPRISES		SOUTHWEST WATERWORKS	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	6" PVC WL, TRENCHED	LF	220	\$ 80.00	\$ 17,600.00	\$ 154.00	\$ 33,880.00	\$ 95.00	\$ 20,900.00	\$ 185.00	\$ 40,700.00
2	PAVEMENT REPAIR	SY	22	\$ 175.00	\$ 3,850.00	\$ 286.00	\$ 6,292.00	\$ 250.00	\$ 5,500.00	\$ 190.00	\$ 4,180.00
3	REPLACE CURB AND GUTTER	LF	25	\$ 50.00	\$ 1,250.00	\$ 95.00	\$ 2,375.00	\$ 65.00	\$ 1,625.00	\$ 55.00	\$ 1,375.00
4	DISINFECTION	LSUM	1	\$ 750.00	\$ 750.00	\$ 324.00	\$ 324.00	\$ 620.00	\$ 620.00	\$ 2,500.00	\$ 2,500.00
5	HYDROSTATIC PRESSURE TESTING	LSUM	1	\$ 750.00	\$ 750.00	\$ 169.00	\$ 169.00	\$ 1.00	\$ 1.00	\$ 2,500.00	\$ 2,500.00
6	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$ 500.00	\$ 500.00	\$ 1,300.00	\$ 1,300.00	\$ 600.00	\$ 600.00	\$ 2,500.00	\$ 2,500.00
7	SOLID SLAB SOD	SY	122	\$ 915.00	\$ 111,630.00	\$ 9.00	\$ 1,098.00	\$ 9.00	\$ 1,098.00	\$ 5.00	\$ 610.00
	SUBTOTAL PROVISIONAL WATERLINE				\$ 25,615.00		\$ 45,438.00		\$ 30,344.00		\$ 54,365.00
	TOTAL BID				\$ 417,837.50		\$ 677,050.00		\$ 568,304.00		\$ 639,920.00

