

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
SEPTEMBER 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.**
2. **Consent Docket:**
 - a. Acceptance of the Minutes of the September 5, 2023 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Accept and ratify the Master Service Agreement and Task Authorization for The Water Treatment Plan Improvement project for Freese and Nichols, Inc.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**

- a. Discussion, consideration, and possible action to accept changes to the Chickaha Downtown Park Master Plan presented by Pat Brooks, CCF Board President on September 18, 2023.
- b. Discussion, consideration, and possible action to approve Change Order No. 1 for CMA-2203 - Sanitary Sewer Main Replacement at US Highway 62 near 16th Street and authorize the Chairman to execute the same.
- c. Discussion, consideration, and possible action to authorize Resolution No. 2023-21R to open a new bank account for the Chickasha Municipal Authority Water Treatment Plant Project at First National Bank and Trust.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMA Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: City Clerk

Agenda Item No. 2.a.

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

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the September 5, 2023

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: September 18, 2023	(From)		

V. ATTACHMENTS:

1. CMA 9-5-2023

September 5, 2023

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 5th day of September 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 7:26 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

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

ABSENT:

None.

STAFF

PRESENT:

Keith Johnson, City Manager
Amanda Mullins, City Attorney
Rachel Bernish, Asst. City Manager
Susan M. McDaniel, City Clerk
G. G. Music, Interim Police Chief
Spencer Winzenried, Parks & Rec. Director
Robert Brooks, Controller
Lille Huckaby, Library Director
Tony Samaniego, Fire Chief
Darren Martin, Chief Building Inspector
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a thru ITEM 2b

ITEM 2a.

Acceptance of the Minutes of August 21, 2023, regular meeting.

ITEM 2b.

Acceptance of the Claims List.

*Motion by Trustee Boyd, second by Trustee Hebblethwaite to approve Item 2a thru Item 2b.

Roll call vote:

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

“Nays:” None

“Abstain:” None

Motion carried. 9-0

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

No action taken on Item 3.

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

ITEM4a. **CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE CHICKASHA MUNICIPAL AUTHORITY (THE “AUTHORITY”) AUTHORIZING THE MODIFICATION OF THE SECURITY WITH RESPECT TO CERTAIN OUTSTANDING INDEBTEDNESS OF THE AUTHORITY, SPECIFICALLY ADDING ONE AND ONE-QUARTER PERCENT (1.25%) OF SALES TAX REVENUE TO THE SECURITY PLEDGE; APPROVING AND AUTHORIZING THE EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS, INCLUDING BUT NOT LIMITED TO A SALES TAX AGREEMENT, AN AMENDED TRUST AGREEMENT, AN AMENDMENT TO LOAN AGREEMENT, AND AMENDED SECURITY AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

*Motion by Council Member Nelson and second by Council Member Hebblethwaite to approve A RESOLUTION OF THE CHICKASHA MUNICIPAL AUTHORITY (THE “AUTHORITY”) AUTHORIZING THE MODIFICATION OF THE SECURITY WITH RESPECT TO CERTAIN OUTSTANDING INDEBTEDNESS OF THE AUTHORITY, SPECIFICALLY ADDING ONE AND ONE-QUARTER PERCENT (1.25%) OF SALES TAX REVENUE TO THE SECURITY PLEDGE; APPROVING AND AUTHORIZING THE EXECUTION OF ANY AND ALL NECESSARY DOCUMENTS, INCLUDING BUT NOT LIMITED TO A SALES TAX AGREEMENT, AN AMENDED TRUST AGREEMENT, AN AMENDMENT TO LOAN AGREEMENT, AND AMENDED SECURITY AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, Croslin, Gerdes, Boyd, Nelson and Mosley.

TIME 7:26 P.M.

“Nays:” Ashanti-Alexander.
“Abstain:” None.
Motion passed. 8-1

ITEM4b. CONSIDER AND TAKE ACTION TO APPROVE AN AMENDMENT TO THE CONTRACT DOCUMENTS FOR OPERATION OF WATER AND WASTEWATER SYSTEMS BY AND BETWEEN THE CHICKASHA MUNICIPAL AUTHORITY AND U.S. WATER SERVICES CORPORATION D/B/A USW UTILITY GROUP.

*Motion by Council Member Hebblethwaite and second by Council Member Ginn to approve an amendment to the contract documents for operations of water and wastewater systems by and between the Chickasha Municipal Authority and U.S. Water Services Corporation d/b/a USW Utility Group.

Roll call vote:

“Ayes:” Ginn, Hebblethwaite, Grayson, Ashanti-Alexander, Croslin, Gerdes, Boyd, Nelson, and Mosley.
“Nays:” None.
“Abstain:” None.
Motion passed. 9-0

ITEM 5. Motion to Adjourn.

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

Meeting adjourned.

TIME: 7:32 PM

Approved this 18th day of September 2023.

Chris Mosley, Chairman

(ATTEST)

Susan M. McDaniel, CMC
City Clerk



City of
CHICKASHA

Meeting Type: CMA Agenda 9-18-2023

Meeting Date: 9/18/2023

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: September 18, 2023	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Community Development

Agenda Item No. 2.c.

AGENDA ITEM: Accept and ratify the Master Service Agreement and Task Authorization for The Water Treatment Plan Improvement project for Freese and Nichols, Inc.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify the Master Service Agreement and Task Authorization for The Water Treatment Plan Improvement project for Freese and Nichols, Inc.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Rachel Bernish, Asst. City Manager

Meeting Date:

September 18, 2023

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

V. ATTACHMENTS:

- 20230915101143119



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION NO. 1

City of Chickasha

Chickasha Municipal Authority

117 N. 4th Street

Chickasha, Oklahoma 73018

FNI Project:

CHK23639

Client Contract:

CMA-2303

Date:

September 14, 2023

Project Name: Water Treatment Plant Improvements Project

Description of Services: See Exhibit A – Engineering Scope of Services, Task Authorization No. 1

Compensation Type: See Attachment CO

Amount Authorized: \$369,073.00

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

CITY OF CHICKASHA

CHICKASHA MUNICIPAL AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FREESE AND NICHOLS, INC.

By: Alan C. Hutson

Name: Alan C. Hutson, PE

Title: Principal/Vice President

Date: September 14, 2023

COMPENSATION**ATTACHMENT CO**

Compensation to FNI for Basic Services in Exhibit A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Hundred Fifty Nine Thousand Seventy Three Dollars (\$359,073).

Compensation to FNI for Special Services in Exhibit A shall be computed on the basis of the following Schedule of Charges, but shall not exceed Ten Thousand Dollars (\$10,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

SCHEDULE OF CHARGES

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	146
Professional 2	174
Professional 3	197
Professional 4	228
Professional 5	264
Professional 6	303
Construction Manager 1	125
Construction Manager 2	156
Construction Manager 3	167
Construction Manager 4	210
Construction Manager 5	252
Construction Manager 6	288
Construction Representative 1	113
Construction Representative 2	125
Construction Representative 3	156
Construction Representative 4	167
CAD Technician/Designer 1	124
CAD Technician/Designer 2	160
CAD Technician/Designer 3	196
Corporate Project Support 1	118
Corporate Project Support 2	141
Corporate Project Support 3	188
Intern / Coop	73
Senior Advisor	175

SUBCONSULTANT SERVICES (ALREADY INCLUDED IN NOT-TO-EXCEED FEE AMOUNT):

For done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

EXHIBIT A – ENGINEERING SCOPE OF SERVICES

**TASK AUTHORIZATION NO. 1
CITY OF CHICKASHA
CHICKASHA MUNICIPAL AUTHORITY
WATER TREATMENT PLANT IMPROVEMENTS PROJECT
PROJECT NUMBER CMA-2303**

PROJECT UNDERSTANDING AND ASSUMPTIONS:

Freese and Nichols, Inc. (FNI) was selected to support the City of Chickasha ("City") and Chickasha Municipal Authority (CMA) in the development of the Water Treatment Plant (WTP) Improvements Project. The project will include multiple phases of engineering services through which conceptual, preliminary, and final designs will be delivered for the procurement and construction of proposed improvements for the City and the CMA.

The City and the CMA has provided FNI with several previous studies and documents which will be reviewed and considered in the execution of this project. Improvements to the CMA water treatment assets are expected to be designed for a capacity of approximately 6 million gallons per day (MGD) and provide features which streamline expandability up to 8 MGD in the future. The current water source for CMA is Fort Cobb Reservoir. At this time, it is assumed that Fort Cobb will also be the water source for the Water Treatment Plant Improvements. Lake Chickasha will be reviewed and considered as an alternative source.

The FNI engineering services will be defined and authorized through a series of Task Authorizations.

ARTICLE I - BASIC SERVICES: FNI shall render the following professional services for the development of the Project subject to the MSA Terms and Conditions:

A. Project Management:

1. Perform general administrative duties associated with the Project, including progress monitoring and monthly progress reporting, scheduling, general correspondence, documentation, office administration, project team management, and implementation of a Quality Assurance (QA) and Quality Control (QC) program for the project, and invoicing for the scope items identified below. Documentation shall be in accordance with CLIENT requirements for the Project. These duties include maintaining regular communication with the CLIENT to help meet the needs of the CLIENT in a timely manner and executing work per the work plan, budget, and schedule.
2. Conduct a kickoff meeting to review scope, schedule, and budget; to determine any special conditions that may affect the project; to discuss administrative requirements of CLIENT; and to review project criteria.
3. Manage efforts of the internal design team and sub-consultants on the Project and perform Quality Control reviews of all deliverables. Quality Control Reviews will include use of FNI's Technical Practice QC checklists, provision of QC Plan Documentation and provision of comment/response forms for documenting and responding to CLIENT comments on all submittals.

4. Prepare meeting agendas and minutes and participate and/or conduct as appropriate the following meetings:
 - a. Participate in up to 6 project coordination meetings with CLIENT.
 - b. Participate in, on behalf of CLIENT, up to 3 meetings with third parties, including other consultants providing services to CLIENT.
 - c. Participate in, on behalf of CLIENT, up to 2 public meetings needed for the Project and prepare engineering documents and presentation materials needed for the public meetings.
 - d. Participate in, on behalf of CLIENT, up to 2 meetings with the Oklahoma Department of Environmental Quality (ODEQ)
5. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
6. Prepare monthly project reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare and submit monthly invoices with monthly progress reports.
7. Deliverables include the following:
 - a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly project reporting
 - d. Monthly invoices
8. Opinions of Probable Construction Cost Understanding:
 - a. Opinions of probable construction cost (OPCC) will be developed for the various project completion levels as described below.
 - b. FNI has adopted the Association for the Advancement of Cost Engineers (AACE, now AACE International) definitions for opinions of probable construction cost for treatment plant projects. AACE International defines five classes of cost estimates for a project in their Recommended Practice No. 18R 97. The classifications are widely accepted guidelines within the engineering/architecture community for the defining levels of project maturity and the expected range of accuracy for associated project cost opinions. The classifications range from Class 5 to Class 1 for the lowest to the highest level of the project definition. The purpose of these classifications is to improve communication among the project stakeholders involved with preparing, evaluating, and using cost opinions. FNI design services typically fall within Class 5 to Class 3 estimates. Classes 2 and 1 are reserved for bid phase and construction phase pricing coordination by a contractor. The classification definitions are summarized in the table below.

Chickasha Municipal Authority
Water Treatment Plant Improvements Project
Engineering Scope of Services

Estimate Class	Level of Project Definition	End-Use	Expected Accuracy Range
Class 5	0% to 2%	Screening or feasibility	Low: -20% to -50% High: +30% to +100%
Class 4	1% to 15%	Concept Study or Feasibility	Low: -15% to -30% High: +20% to +50%
Class 3	10% to 40%	Budget Authorization or Control	Low: -10% to -20% High: +10% to +30%
Class 2	30% to 75%	Control or Bid/Tender	Low: -5% to -15% High: +5% to +20%
Class 1	65% to 100%	Check Estimate or Bid/Tender	Low: -3% to -10% High: +3% to +15%

- c. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, the CLIENT recognizes that FNI has no control over: cost or price of labor and materials from contractors and suppliers; unknown conditions of existing equipment or structures that may affect operations and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other market, economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the CLIENT recognizes that FNI makes no warranty or guarantee that the actual project cost, financial aspects, economic feasibility, or schedules will not vary from FNI's opinions, analyses, projections, or estimates.

B. Water Supply Study

1. Meetings and Workshops
 - a. Conduct 1 meeting with the US Bureau of Reclamation (Reclamation). CMA and OWRB staff members will be invited to attend the workshop.
2. Confirm existing population and demand information derived from the latest reports available from CMA. Provide population projections based on sources acceptable to CMA, ODEQ and OWRB.
3. Confirm current water supply availability assumptions from Fort Cobb Reservoir including:
 - a. Assume yield is equal to 14,600 acre-ft/yr (96% of Fort Cobb Reservoir Master Conservancy District's current contracted demands of 15,214 acre-ft/yr per BOR September 11, 2023 document)
 - b. Assume Chickasha contract amount 6,250 acre-feet/yr is reduced by 4% (6,000 acre-feet/yr)
 - c. Assume supply is reduced from transmission losses of 1,200 ac-feet/yr per BOR March 2012 document. (4,800 acre-feet/yr = 4.28 MGD)
4. Confirm water supply availability and water quality from Lake Chickasha. If no yields have been conducted, FNI will build a model to estimate the yield.
5. Compare demand estimates for updated supply estimates.
6. If supplies are not sufficient, FNI will perform a qualitative screening (cost, quantity, quality, regulatory, environmental, climate resilience) of potential additional water supplies.

Chickasha Municipal Authority
Water Treatment Plant Improvements Project
Engineering Scope of Services

- a. Surface water
 - b. Groundwater
 - c. Reuse (Direct and Indirect)
 - d. Regional Supply
7. Provide conceptual (AACE Class 4) cost estimates and recommendations along with potential challenges associated with each water supply alternative.
8. Deliverables:
- a. **Technical Memorandum – Water Supply Study** documenting these results. Submit up to 15 draft copies to CLIENT for review and up to 15 final copies to CLIENT upon incorporation of review comments.

C. Conceptual Engineering Services

1. Meet with CLIENT to review the scope of services, verify CLIENT's requirements for the Project, and review and update available data.
2. Site Visits and Workshops
 - a. Conduct up to 3 site visits by the engineering team to the existing WTP and to the proposed WTP site, for field evaluation, condition assessments, and coordination of conceptual design and permitting needs for completion of the project.
 - b. Workshops will be conducted as defined in each of the scope of work sections. Some workshops may be combined for efficiency.
3. Advise CLIENT as to the necessity of CLIENT's providing or obtaining data or services from others and assist CLIENT regarding any such services.
4. Data Collection and Review. FNI will:
 - a. Analyze historical data to develop a basis of design.
 - b. Develop concepts based on population projections and the basis of design.
 - c. Review relevant CLIENT provided record drawings, equipment shop drawings or O&M manuals.
 - d. CLIENT shall provide available plant operations data, flow data, and other data listed below. The historical data listed below is requested for the previous 5-years. The data will be provided digitally, if available.
 - i. Raw Water Quality (Fort Cobb Reservoir and Lake Chickasha), which CLIENT has on-hand and available, if any.
 - ii. Treated Water Quality, which CLIENT has on-hand and available, if any.
 - iii. Copy of current permits and most recent permit application for the Public Water System, including the existing Water Treatment Plant DEQ permit and application, current Concentration-Time (CT) Study for disinfection, and regulatory operating reports.
 - iv. Previous regulatory inspection reports of the treatment plant for the most recent 5-year period.
 - v. Latest contract for third-party operations at the WTP
 - vi. Consent Orders over the past 5 years.
 - e. FNI will provide a summary in the form of a letter memorandum including key conclusions and findings related to the data collection and review.

5. Existing Plant Risk-Based Condition and Criticality Assessment
 - a. Review existing record drawings and equipment shop drawings or O&M manuals provided by the CLIENT.
 - b. Perform a risk-based condition assessment of the existing WTP which will be limited to identify reliable unit processes and equipment that may be maintained in good operating condition and reused or repurposed versus unit processes and equipment that will require replacement.
 - c. Conduct 1 workshop with the CLIENT to develop risk-based condition and criticality scoring criteria for the treatment plant assessment.
 - d. Condition Scoring Criteria:
 - i. In coordination with the CLIENT, develop condition assessment scoring criteria to utilize during the assessment.
 - ii. The condition assessment will be limited to the liquids and residuals (liquid and solid) treatment processes and equipment, including the flash mix, circular clarifiers, filters, residuals (sludge) management structures and pumps, and chemical feed structures, pumps, and systems..
 - iii. This evaluation will include a general condition assessment of the mechanical, structural, and electrical aspects of the main process equipment, pumps greater than 5 HP, valves 6" and greater associated with process control, gates 1' and larger associated with main plant processes, and electrical gear that supports that equipment, SCADA Connectivity, and a review of existing clearwell inspection reports. This assessment will not include peripheral items such as building heating, ventilation, and air conditioning (HVAC and unit heaters), roofing, building space utilization, sump pumps, or other such items. This assessment does include evaluations of plant primary power. A detailed structural assessment beyond visual inspection of structures is not included in the limited assessment.
 - e. Criticality Scoring Criteria:
 - i. In coordination with the CLIENT, develop criticality scoring criteria to assign for each process area and major treatment equipment based on parameters such as plant capacity affected; process impacted due to outage; outage duration; system redundancy, and health, safety, and environmental impact due to loss of service.
 - f. Conduct Risk-Based Condition/Criticality Assessment
 - i. Jointly with the CLIENT's Operations and Maintenance Staff, conduct 1 single-day site visit to the plant to perform the limited condition assessment.
 - ii. Utilize the previously established condition and criticality assessment scoring criteria to develop risk ratings and to prioritize improvement projects.
 - iii. Data collection for the condition and criticality assessments will include any information provided by the CLIENT and through visual observations without entering any permitted spaces or similar inaccessible spaces. No materials testing or physical testing of any structure, piping, valves, or equipment is included.
 - iv. The joint CLIENT/FNI team will assign condition and critical scores for each process based on observations during the visit.
 - g. Identify and inventory specific equipment or processes that may be suitable for salvage or repurposing for future use.
 - h. Conduct 1 workshop with the CLIENT to review the results of the risk-based condition assessment and recommendations for improvements/equipment replacement.
 - i. Deliverables:
 - i. **Technical Memorandum – Risk Based Condition and Criticality Assessment** documenting these results. Submit up to 15 draft copies to CLIENT for review and up to 15 final copies to CLIENT upon incorporation of review comments.

6. Summary Assessment of the Existing WTP and Possible Future WTP
 - a. Develop and evaluate alternatives for the possible repurposing or salvage of existing WTP assets as they may or may not be integrated into the new WTP approach. This assessment will incorporate the data and conclusions from previous tasks focused on supply strategies, water quality, and cost savings.
 - b. Perform capacity analyses on Existing WTP assets and processes that are shown to have potential for continued operations, rehabilitation, or repurposing from the Condition Assessment.
 - i. Existing WTP Process capacity evaluation
 1. Perform a desktop capacity assessment of major treatment processes for compliance with state regulatory design criteria and redundancy guidelines.
 2. Develop a process capacity tool to define and establish the estimated "Functional Capacity" of the Existing WTP based on the limiting process(es) at the facility.
 - ii. Existing WTP Hydraulic capacity evaluation
 1. Develop a desktop hydraulic evaluation of the main treatment process flows to validate hydraulics and quantify the hydraulic capacity of the system.
 2. Desktop hydraulic evaluation will utilize FNI's standard Excel-based model and/or *Visual Hydraulics*™ modeling software by Innovative Hydraulics.
 3. CLIENT shall provide on-hand available flow metering data, water surface elevations, and detailed record drawings of existing facilities for the purposes of model development and calibration.
 4. Evaluate the desktop hydraulic model to identify hydraulic limitations on the Existing WTP capacity.
 5. Prepare a schematic hydraulic profile of the Existing WTP by confirming or updating the existing profile.
 - c. Develop conceptual site layouts for alternatives which may include the existing and/or proposed water treatment facilities.
 - d. Prepare AACE Class 4 cost estimates for the alternatives.
 - e. Prepare a summary letter memorandum detailing the results of the assessment.
 - f. Conduct 1 workshop with the CLIENT to review the results of the assessment and FNI's recommendations for improvements.
 - g. Prepare resources and present findings to the City of Chickasha City Council and the Chickasha Municipal Authority Board of Trustees, as the City/CMA project team determines is necessary.
 - h. Deliverables:
 - i. **Letter Memorandum – Existing WTP and Possible Future WTP Assessment** documenting these results. Submit up to 15 draft copies to CLIENT for review and up to 15 final copies to CLIENT upon incorporation of review comments.

D. Environmental Site Assessment

1. Regulatory Compliance Review and Environmental Site Assessment of the proposed new water treatment plant site:
 - a. Perform a desktop assessment of regulatory compliance requirements to verify any permitting needs. These tasks include:
 - i. Archaeological assessment
 - ii. Wetlands assessment
 - iii. Floodplain assessment
 - iv. Federally Endangered and Threatened species and Migratory Birds assessment

- v. Each desktop assessment is conducted using readily available public data and does not include site surveys, modeling, mapping, or agency coordination.
 - vi. Individual Technical Memorandum (Draft and Final) summarizing key findings and recommendations of each assessment.
 - vii. CLIENT, with the assistance of FNI, will conduct one round of reviews (part of the Workshop).
- b. Prepare an Environmental Site Assessment (ESA) Phase 1 that determines if further investigation needs to be performed on the property. Phase 1 documentation includes:
 - i. One site visit.
 - ii. Records search from publicly available sources
 - iii. Draft and Final TM in an electronic format
 - iv. CLIENT will conduct one round of reviews (part of the Workshop)
- c. Conduct 1 workshop with the CLIENT to review the results of the Regulatory Compliance and Environmental Site Assessment of the new water treatment plant site.
- d. Deliverables:
 - i. **Technical Memoranda as identified above** documenting the findings and recommendations. Submit up to 15 draft copies to CLIENT for review and up to 15 final copies to CLIENT upon incorporation of review comments. All the submittals will also be provided in electronic format.

ARTICLE II - SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. Water Quality – Sampling and Analyses: After available water quality data is compiled and reviewed, it is possible that additional information may be required to adequately assess the water quality from Lake Chickasha and Fort Cobb Reservoir and the compatibility of the two sources. Sampling efforts to collect raw water from these two sources, the raw water storage reservoir, and/or the existing water treatment plant as well as expenses and effort related to the laboratory analyses of the samples will be a Special Service.

ARTICLE III - ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CLIENT, which are not included in the above described Basic or Special Services, are described as follows:

1. Field surveying required for the preparation of designs and drawings.
2. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
3. Providing renderings, model, and mock-ups requested by the CLIENT.
4. Conducting pilot plant studies or tests.
5. Preparing data and reports for assistance to CLIENT in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
6. Assisting CLIENT, upon request, in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
7. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
8. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.

9. Providing basic or additional services on an accelerated time schedule. The scope of this service includes the costs for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the CLIENT.
10. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
11. Preparing statements for invoicing or other documentation for billing, including any sub-consultant invoices, other than for the standard invoice for services attached to this professional services agreement.
12. Design for additional facilities beyond those identified in basic services.
13. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
14. Provide Geotechnical investigations, studies and reports.

ARTICLE IV - TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

<u>Task 1A</u>	<u>Ongoing for duration of Task Authorization</u>
<u>Task 1B</u>	<u>1 month from NTP</u>
<u>Tasks 1C and 1D</u>	<u>4 months from NTP</u>

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in CLIENT or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined elsewhere, but specifically Paragraph 8 of the Master Service Agreement and in Attachment CO.

ARTICLE V - RESPONSIBILITIES OF CLIENT: CLIENT shall perform the following in a timely manner so as not to delay the services of FNI:

- A. CLIENT shall designate Client's Representative.
- B. CLIENT will provide all criteria and full information as to CLIENT's requirements for the Project, including ordinances, procedures, design objectives and constraints, space, capacity and performance requirements, within CLIENT's capabilities, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the drawings and specifications.
- C. CLIENT will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. CLIENT will arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. CLIENT will examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other

Chickasha Municipal Authority
Water Treatment Plant Improvements Project
Engineering Scope of Services

consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

- F. CLIENT will give prompt written notice to FNI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- G. CLIENT shall bear all costs incident to compliance with the requirements of this Article V.

MASTER PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by the City of Chickasha, a Municipal Corporation of the State of Oklahoma ("City") and the Chickasha Municipal Authority, an Oklahoma Public Trust having the City of Chickasha as its sole beneficiary ("CMA" (hereinafter collectively "Client")) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **GENERAL:** In accordance with the terms of this Agreement, Client agrees to compensate FNI to perform professional services in connection with Water Treatment Plant Improvement projects. A detailed description of the project scopes (study phase, design phase, bidding phase, and construction phase, including inspection) and fees will be outlined in Task Authorizations as services are requested by Client. FNI will not begin services until a Task Authorization is agreed upon between FNI and Client. A Task Authorization example is included as Attachment A.
- II. **SCOPE OF SERVICES:** Details concerning the Scope of Services and Responsibilities of the Client will be included in the various Task Authorizations authorized under this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined within each Task Authorization issued under this Agreement, based on the standard hourly rates shown in each Task Authorization.
- IV. **FUNDING SOURCE:** Pursuant to the Oklahoma Water Resources Board ("OWRB") loan requirements, which is the funding source of this Agreement and each Task Authorization, Client hereby obligates five percent (5 %) of the total loan amount equating to \$3,500,000.00 to be utilized for the design phase with any remaining amount to be utilized for the following phases.
- V. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- VI. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Oklahoma. Venue of any legal proceeding involving this Agreement shall be in Grady County, Oklahoma.
- VII. **EFFECTIVE DATE:** The effective date of this Agreement is _____. This Agreement shall remain in effect through the construction phase of the improvements, which is anticipated to be complete in December 2026.
- VIII. **NON-APPROPRIATIONS CLAUSE:** FNI and City acknowledge that the City is bound by constitutional debt limitations; therefore, in the event that the City of Chickasha City Council fails to appropriate funds pursuant to this Agreement, the City of Chickasha may terminate this Agreement immediately, without providing the 30-day notice, and without penalty.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF CHICKASHA

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

CHICKASHA MUNICIPAL AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By: Alan C. Hutson
Name: Alan C. Hutson, PE
Title: Principal/Vice President
Date: September 14, 2023
Attest: William C. Henderson

ATTACHMENT A – TASK AUTHORIZATION EXAMPLE



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION

(Client's Legal Name)

(Address)

(City, State, Zip)

FNI Project: (FNI Project Code)

Client Contract: (PO/Contract No.)

Date: (Select Date)

Project Name: (Name of the Project)

Description of Services: (Description of Services)

Deliverables: (Deliverables)

Schedule: (Schedule)

Compensation Type: (Select Compensation Type)

Amount Authorized: \$ (Amount)

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

(CLIENT'S LEGAL NAME)

FREESE AND NICHOLS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available and on-hand information pertinent to the project, including previous reports and any other data relative to design or construction of the project. To the fullest extent permitted by law, both parties agree to indemnify and hold the other party harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, FNI SHALL INDEMNIFY AND HOLD HARMLESS, BUT NOT DEFEND, THE CLIENT AND ITS OFFICERS, AGENTS, CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO PERFORMANCE OF THE SERVICES, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, DEATH, OR DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF FNI OR ITS OFFICERS, AGENTS, CONSULTANTS, AND EMPLOYEES OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.
5. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability

\$2,000,000 General Aggregate

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Workers' Compensation

As required by Statute

Professional Liability

\$3,000,000 Annual Aggregate

Client shall be named as an additional insured on FNI's Commercial General Liability and Automobile Liability policies. The certificate of insurance shall be issued from a Company duly authorized to do business in the State of Oklahoma. The certificate of insurance provided will contain a statement requiring the insurance carrier to provide the Client ten (10) days written notice prior to cancellation of coverage. Statements such as "will endeavor" and "but failure to notify owner shall impose no obligation or liability of any kind upon the company" shall not be allowed.

6. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time

required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client, FNI shall be entitled to additional compensation and time as negotiated on a time and materials basis consistent with additional services required for performance of such changes to the Services authorized under this Agreement.

7. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

8. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a detailed statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. FNI shall submit a monthly progress report with each progress payment providing the Client with project progress and status.

If Client fails to make any payment due FNI for Services, expenses, and charges within 60 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 60th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

9. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or

adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

10. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated, without cause, by either party upon 30 days' written notice. Upon receipt of the 30 days' written notice, FNI is not authorized to incur any additional expense for services or reimbursable expenses without the written consent of Client. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination so long as termination was not due to a breach of this Agreement by FNI.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client and the Contractor, to be corrected by the Contractor, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be provided to FNI before the construction phase of the project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
13. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
14. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by

subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

15. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
16. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

17. **INDEPENDENT CONTRACTOR:** FNI agrees to perform the Services hereunder solely as an independent contractor. The parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship. FNI is and will remain an independent contractor in its relationship to the Client and shall not be considered or deemed to be an employee of the Client for any purpose. Nothing in this Agreement shall create any obligation between either party and a third party.
18. **SEVERABILITY:** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon both parties.
19. **ENTIRE CONTRACT:** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. This Agreement may not be altered, modified, or amended, unless such amendment or subsequent document is in writing signed by both parties.
20. **ARMS-LENGTH:** This Agreement is an "Arms-Length Transaction" which has been negotiated by unrelated parties acting in their own self-interest.
21. **WAIVER:** Non-enforcement of any provision by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.



City of
CHICKASHA

Meeting Type: CMA Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration, and possible action to accept changes to the Chickaha Downtown Park Master Plan presented by Pat Brooks, CCF Board President on September 18, 2023.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept changes to the Chickaha Downtown Park Master Plan presented by Pat Brooks, CCF Board President on September 18, 2023.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

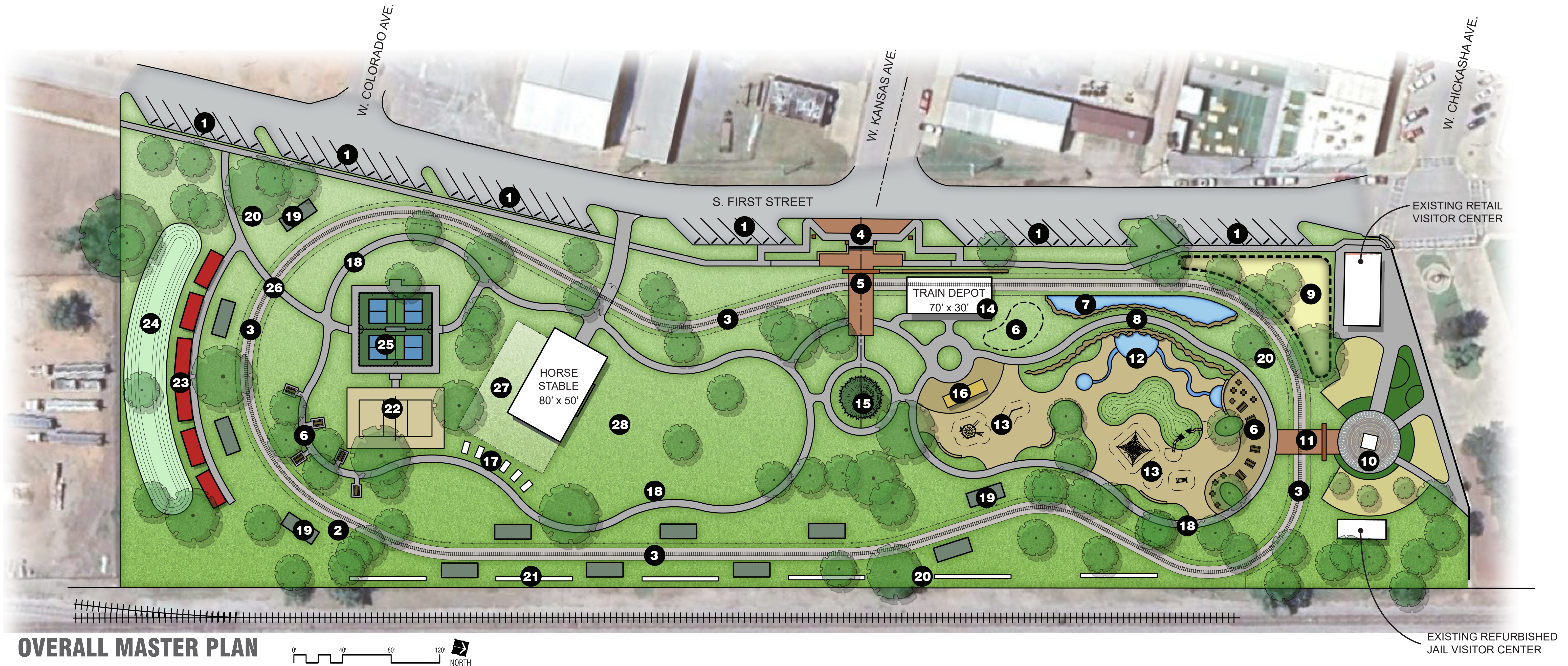
Dept. Director:

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

Meeting Date:
September 18, 2023

V. ATTACHMENTS:

- 2023.9.13 Chickasha Downtown Master Plan



LEGEND

- | | | | |
|-------------------------------------|--|--|-------------------------------|
| 1 PARKING | 8 ELEVATED SIDEWALK BETWEEN WATER FEATURES | 15 CHRISTMAS TREE DISPLAY (FUTURE CAROUSEL LOCATION) | 22 VOLLEYBALL COURTS |
| 2 TRAIN PERIMETER FENCING | 9 LEGEND MARKERS AREA | 16 CABOOSE PLAY FEATURE | 23 TRAIN CARS FOR SCREENING |
| 3 TRAIN TRACK | 10 LEG LAMP PLAZA (EXISTING) | 17 COMMUNITY GARDEN | 24 DETENTION AREA IF REQUIRED |
| 4 VEHICULAR DROP OFF | 11 NORTH PARK ENTRY | 18 TYP. 6' WIDE SIDEWALK | 25 PICKLE BALLS COURTS |
| 5 WEST PARK ENTRY AND ENTRY FEATURE | 12 WATER PLAY | 19 TYP. SEASONAL DISPLAY | 26 SOUTH PARK ENTRY |
| 6 SEATING AREA | 13 PLAYGROUND | 20 TYP. EXISTING TREE | 27 HORSE PASTURE |
| 7 WATER FEATURE | 14 DONOR WALL (INSIDE TRAIN DEPOT) | 21 TYP. THEME BILLBOARD DISPLAY | 28 MOVIES ON THE LAWN |

DOWNTOWN DEPOT PARK

9-13-2023



City of
CHICKASHA

Meeting Type: CMA Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Public Works

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to approve Change Order No. 1 for CMA-2203 - Sanitary Sewer Main Replacement at US Highway 62 near 16th Street and authorize the Chairman to execute the same.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Change Order No. 1 for CMA-2203 - Sanitary Sewer Main Replacement at US Highway 62 near 16th Street and authorize the Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Jim Crosby, Public Works Director

Meeting Date:

September 18, 2023

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

V. ATTACHMENTS:

- 20230915151352818



Chickasha Municipal Authority
CHANGE ORDER

Project: CMA-2203 SANITARY SEWER MAIN REPLACEMENT US HIGHWAY 62 NEAR 16 TH STREET		Change Order No. 1
Project Description: Construction of new public sanitary sewer main by boring under US Highway 62 and abandoning/grouting existing sanitary sewer main to be abandoned.		
Requested Changes & Reasons: Increase quantities of various pay items due to the need to install the new sanitary sewer main 20 feet west of the designed location. While excavating for installation of the new sanitary sewer main it was discovered that an existing pipeline lies in the location of the proposed sanitary sewer main, preventing installation as designed. This is a condition that could not be anticipated during design. See attached drawing for more information.		
Location: Crossing under US Hwy 62 near 16 th Street	From or At Station: 14+95.69, 20' Left	To Station: 17+80.89, 20' Left

The above will necessitate the following changes in quantities and estimates, which will be shown as overruns on future progressive estimates and vouchers.

OVERRUNS

1	12" PVC SANITARY SEWER MAIN, INSTALLED	50	LF	\$ 200.00	\$ 10,000.00	0
2	6" PVC SANITARY SEWER MAIN, INSTALLED	24	LF	\$ 400.00	\$ 9,600.00	0
3	20" CASING, INSTALLED	4	LF	\$ 600.00	\$ 2,400.00	0
4	SANITARY SEWER MANHOLE, INSTALLED	1	EA	\$ 5,000.00	\$ 5,000.00	0
					\$ 27,000.00	0

OVERRUN: \$ 27,000.00

NET CHANGED DAYS: 0

9/7/2023
Date

R. Scott Vaughn
Project Engineer

Approved by the Chickasha Municipal Authority this _____ day of _____, 20____.

FOR THE
CHICKASHA MUNICIPAL AUTHORITY

Chairman

We, Matthews Trenching Co., Inc. contractor on the above project, do hereby agree to a net change in the contract of \$ 27,000.00 and/or 0 days as full compensation for making the above changes in accordance with the governing specifications.

CONTRACTOR

BY: *[Signature]*

TITLE: Project Manager

Subscribed and sworn before me this 7 day of September, 2023.

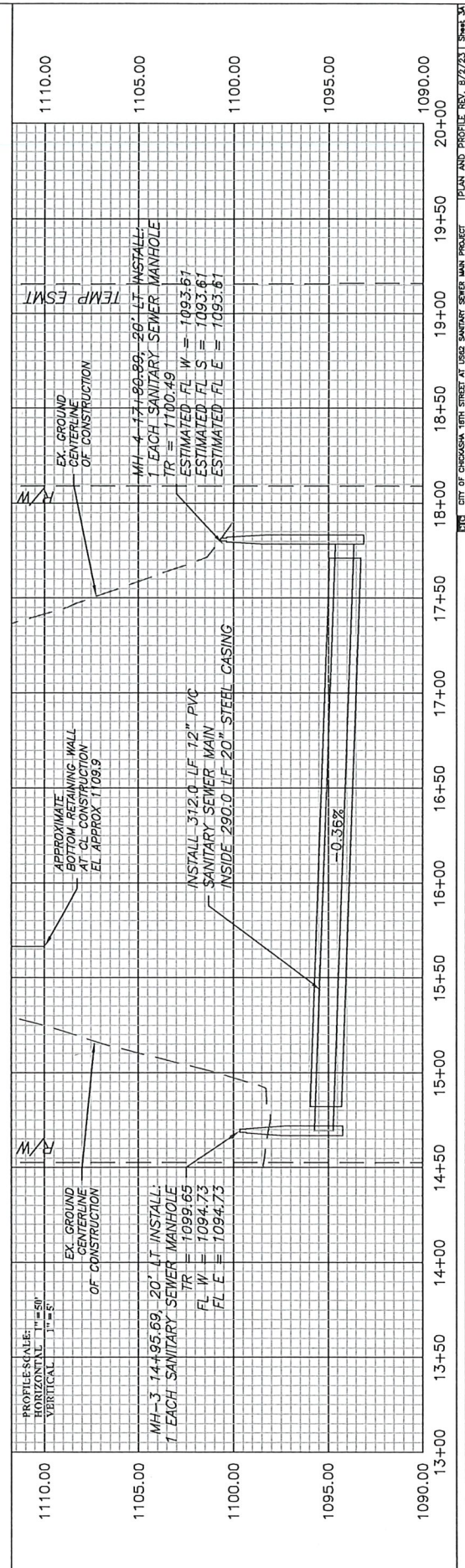
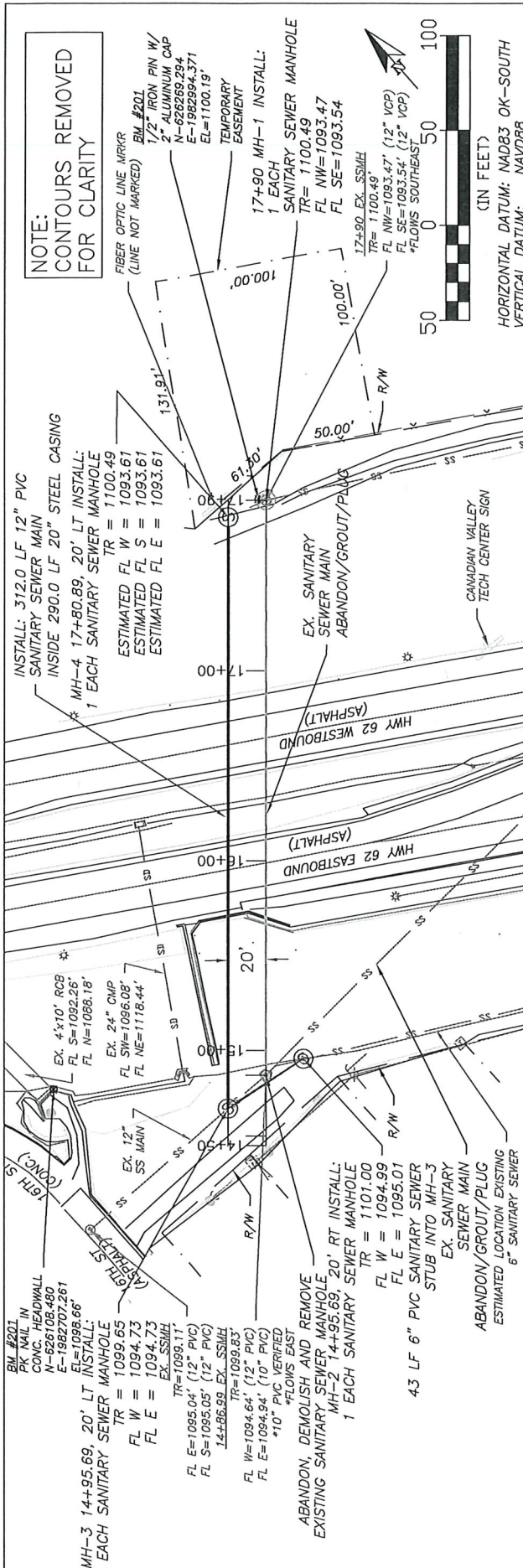
My Commission Expires:

04/15/2024

Allie Snowden
Notary Public



CMA-2203 CO1





City of
CHICKASHA

Meeting Type: CMA Agenda 9-18-2023

Meeting Date: 9/18/2023

Department: Administration

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration, and possible action to authorize Resolution No. 2023-21R to open a new bank account for the Chickasha Municipal Authority Water Treatment Plant Project at First National Bank and Trust.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Authorize Resolution No. 2023-21R to open a new bank account for the Chickasha Municipal Authority Water Treatment Plant Project at First National Bank and Trust.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:
September 18, 2023

V. ATTACHMENTS:

1. Res. 2023-21R Bank Account Resolution

RESOLUTION NO. 2023-21R

A RESOLUTION OF THE CHAIRMAN AND BOARD OF TRUSTEES OF THE CHICKASHA MUNICIPAL AUTHORITY, GRADY COUNTY, STATE OF OKLAHOMA, AUTHORIZING THE OPENING OF A NEW BANK ACCOUNT FOR THE CHICKASHA MUNICIPAL AUTHORITY WATER TREATMENT PLANT PROJECT.

WHEREAS, the Chickasha Municipal Authority wishes to establish a new bank account at First National Bank and Trust relating solely to the water treatment plant project in the interest of furthering transparency relating to said project; and

WHEREAS, the Chickasha Municipal Authority wishes to transfer Five Million Dollars (\$5,000,000.00) to the new account from the current CIP Fund in order to begin work on the Water Treatment Plant Project; and

NOW THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE CHICKASHA MUNICIPAL AUTHORITY, GRADY COUNTY, STATE OF OKLAHOMA:

Section 1. That the Chickasha Municipal Authority is hereby authorized to open a new account with First National Bank and Trust in Chickasha, Oklahoma, for the purposes of holding funds solely related to the water treatment plan project.

Section 2. That the Chairman, Vice-Chairman, Secretary, and Treasurer are authorized as signers on account authorized herein.

Section 3. That the Chickasha Municipal Authority is authorized to execute such documents as are necessary to complete the opening of the new account authorized herein.

ADOPTED and APPROVED this 18th day of September 2023.

Chris Mosley, Chairman

ATTESTED:

Susan McDaniel, Secretary