

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
APRIL 1, 2024

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 March 4, 2024, regular meeting.
- b. Acceptance of the Claims List.
- c. Accept and ratify a quote from Standley Systems for Network and Firewall Upgrades in an amount not to exceed \$48,697.50 and authorize the Mayor to execute the same.
- d. Accept and ratify an easement from the Union Pacific Railroad Company in exchange for \$25,790.00.
- e. Accept and ratify Res. 2024-06 amending FY 23/24 Budget.

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

4. Discussion and Consideration

- a. Discussion, consideration and possible action to execute the contract and purchase real property described as Lots Six (6) and Seven (7) in Block Two (2), of The Woodlands Section II, an addition to the City of Chickasha, Grady County, Oklahoma, according to recorded plat thereof, to be used as a Regional Detention Structure from Chickasha Development Company LLC in the amount of \$755,000.00.
- b. Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as ALL LOTS 23-24-25 BLK 21 CHICKASHA-OT (810 Illinois Ave.) to Builders Investment Group LLC in the amount of 4,000.00
- c. Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as S 50' LOT 10 BLK 96 CHICKASHA-OT (617 N 10th) to Builders Investment Group LLC in the amount of 4,000.00
- d. Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as N 82.5' OF E 75' LOT 1 BLK 101 CHICKASHA-OT (1001 Michigan Ave) to Builders Investment Group LLC in the amount of 4,000.00
- e. Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as ALL LOT 10 BLK 256 CHICKASHA-OT (1219 S 1st Street) to Builders Investment Group LLC in the amount of 4,000.00
- f. Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as ALL LOT 11 BLOCK 260 CHICKASHA OT (1315 Shepherd) to Builders Investment Group LLC in the amount of 4,000.00
- g. Discussion, consideration, and possible action to approve Change Order No. 2 for CMA-2301, Sanitary Sewer Main Installation to accommodate US 81 Highway Realignment and Authorize the Chairman to execute the same.
- h. Discussion, consideration, and possible action to approve Change Order No. 3 for CMA-2301, Sanitary Sewer Main Installation to accommodate US 81 Highway Realignment and authorize the Chairman to execute the same.
- i. Discussion, consideration, and possible action to approve Pay Application No. 2 in the amount of \$436,472.06 - CMA-2301 - Sanitary Sewer Main Replacement US Hwy 81 project to Matthews Trenching Co., Inc.
- j. Discussion, consideration, and possible action to approve Pay Application No. 2 in the amount of \$32,640.00 - CMA-2203 - Sanitary

Sewer Main Replacement -US Hwy 62 near 16th Street project to
Matthews Trenching Co., Inc.

- k. Discussion, consideration, and possible action to approve repairs to the chain that drives the bar screen at the Waste Water Treatment Plant in the amount \$52,388.96 from the sole-source provider, Automatic Engineering, a Cogent Company.

5. Motion for Adjournment.

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Minutes of the March 4, 2024, regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the March 4, 2024, regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

1. CMA 3-4-2024

March 4, 2024

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL** was held in the council chambers in city hall on the 4th day of March 2024 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 7:03 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
Zachary Grayson, Vice Chairman
Kelly Boyd
Oscar Nelson
Kea Ginn
Georgianne Hebblethwaite
R. P. Ashanti-Alexander
Rick Croslin
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, Police Chief
Darren Martin, Chief Building Inspector
Spencer Winzenried, Parks and Recreation Director
Robert Brooks, Comptroller
Jim Crosby, Public Works Director
Tracey Austin, HR Director
Elaine Jensen, Finance Director
Shae Mortimer, Marketing and Civic Engagement Manager

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2c.

ITEM 2a. Acceptance of the Minutes of February 19, 2024, regular meeting.

ITEM 2b. Acceptance of the Claims List.

ITEM 2c. Accept and ratify Resolution 2024-05R amending the FY 23/24 Budget.

*Motion by Trustee Ashanti-Alexander, second by Trustee Grayson to approve Items 2a – 2c.

Roll call vote:

Ayes:” Boyd, Nelson, Ginn, Hebblethwaite, Ashanti-Alexander, Croslin, Gerdes, Grayson, 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. **Discussion, consideration, and possible action to approve Pay Request No. 1 in the amount of \$64,665.50 – Water Distribution Improvements 18608 CDBG 22 to Marsau Enterprises, Inc.**

*Motion by Council Member Ashanti-Alexander and second by Council Member Hebblethwaite to approve Pay Request No. 1 in the amount of \$64,665.50 – Water Distribution Improvements 18608 CDBG 22 to Marsau Enterprises, Inc.

Roll call vote:

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

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 5. **Motion to Adjourn.**

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

Meeting adjourned.

TIME: 7:05 PM

Approved this 1st day of April 2024.

Chris Mosley, Chairman

Chickasha Municipal Authority Meeting 3-4-2024
TIME 7:03 P.M.

(ATTEST)

Susan M. McDaniel, CMC
City Clerk

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Finance

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:

April 1, 2024

V. ATTACHMENTS:

CHICKASHA



Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Administration

Agenda Item No. 2.c.

AGENDA ITEM: Accept and ratify a quote from Standley Systems for Network and Firewall Upgrades in an amount not to exceed \$48,697.50 and authorize the Mayor to execute the same.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify a quote from Standley Systems for Network and Firewall Upgrades in an amount not to exceed \$48697.50 and authorize the Mayor to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:

April 1, 2024

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Public Works

Agenda Item No. 2.d.

AGENDA ITEM: Accept and ratify an easement from the Union Pacific Railroad Company in exchange for \$25,790.00.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify an easement from the Union Pacific Railroad Company in exchange for \$25,790.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Finance

Agenda Item No. 2.e.

AGENDA ITEM: Accept and ratify Res. 2024-06 amending FY 23/24 Budget.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:
NAME, TITLE

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

Meeting Date:
April 1, 2024

V. ATTACHMENTS:

1. Res. 2024-06R Budget Amendment
2. 20240329165933016

RESOLUTION NO. 2024-06R

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF CHICKASHA,
GRADY COUNTY, STATE OF OKLAHOMA, AMENDING THE CITY OF
CHICKASHA ADOPTED BUDGET FOR FISCAL YEAR 2023-24**

WHEREAS, pursuant to the Oklahoma Municipal Budget Act, 11 O.S. Section 17-201 through 17-216, all steps in the process of developing the City's Budget for FY 2023-24 were followed, culminating the adoption of the Budget by the Mayor and Council on June 20, 2023; and

WHEREAS, Sections 17-215 and 17-216 of the Oklahoma Municipal Budget Act specifically authorizes amendments to the adopted budget; and

WHEREAS, the Mayor and Council have determined a need to amend the adopted budget; and

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma, that:

Section 1. The adopted FY 2023-24 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit A"; and
FY 2023-24 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit B";
FY 2023-24 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit C";
FY 2023-24 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit D";
FY 2023-24 Budget for the GENERAL Fund #11 is hereby amended and attached hereto as "Exhibit E";
FY 2023-24 Budget for the CHICKASHA MUNICIPAL AUTHORITY Fund #31 is hereby amended and attached hereto as "Exhibit F";
FY 2023-24 Budget for the CHICKASHA MUNICIPAL AUTHORITY Fund #31 is hereby amended and attached hereto as "Exhibit G";
FY 2023-24 Budget for the CHICKASHA MUNICIPAL AIRPORT AUTHORITY Fund #39 is hereby amended and attached hereto as "Exhibit H";
FY 2023-24 Budget for the CHICKASHA MUNICIPAL AIRPORT AUTHORITY Fund #39 is hereby amended and attached hereto as "Exhibit I";
FY 2023-24 Budget for the CAPITAL PROJECTS Fund #52 is hereby amended and attached hereto as "Exhibit J"; and
FY 2023-24 Budget for the COMBINED INSURANCE Fund #71 is hereby amended and attached hereto as "Exhibit K";

This Resolution shall be in full force and effect from and after the passage and approval by the Mayor and Council of the City of Chickasha, Grady County, Oklahoma.

Adopted this 1st day of April 2024.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, CMC - City Clerk

(SEAL)

Exhibit A

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: GENERAL
Fund No.: 11
Amendment No.: 11
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4400-020	PROCEEDS FROM SALE OF ASSETS	10,375.00			
541-6300-040	VEHICLE REPLACEMENT			10,375.00	
TOTALS		10,375.00	-	10,375.00	-

EXPLANATION:

Proceeds from sale of (4) surplus Police vehicles to be used for computer(s) and stand(s) for (2) new Durango(s)

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit B

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u>	INCREASE	<u> </u>	DECREASE	<u> </u>	TRANSFER
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Fund: GENERAL
Fund No.: 11
Amendment No.: 12
Fiscal Year: 2023-20024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-072	2024 SAFE OK GRANT	42,000.00			
570-5101-695.1	OVERTIME (2024 SAFE OK GRANT)			18,000.00	
570-5208-673.1	COMMUNITY OUTREACH (2024			7,500.00	
570-5302-019.1	GEOSAFE MOBILE SERVICE			16,500.00	
TOTALS		42,000.00	-	42,000.00	-

EXPLANATION: Office of Attorney General 2024 Safe Oklahoma Grant Program
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Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit C

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

☐	INCREASE	☐	DECREASE	☒	TRANSFER
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Fund: GENERAL
Fund No.: 11
Amendment No.: 13
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
518-6450-017	FLOODPLAIN MITIGATION PROJECT				500,000.00
517-5500-031	TRANSFER OUT-CMA			500,000.00	
TOTALS		-	-	500,000.00	500,000.00

EXPLANATION:

To amend budgeted expenditure for Floodplain Mitigation Project to reflect a transfer to the Chickasha Municipal Authority (CMA) to accommodate the potential purchase of a Regional Water Detention Structure

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit D
CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: GENERAL
Fund No.: 11
Amendment No.: 14
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-023	ODL-ANNUAL STATE AID	12,982.00		12,982.00	
508-5305-022	ODL-STATE AID				
TOTALS		12,982.00	-	12,982.00	-

EXPLANATION:

Department of Libraries State Aid FY 24

Approved by City Manager:

Date Signature

Approved by City Council:

Date Signature

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

 X INCREASE DECREASE TRANSFER

Fund: GENERAL
Fund No.: 11
Amendment No.: 15
Fiscal Year: 2023-2024

[illegible]**EXPLANATION:**

To return previous transfer of insurance to purchase GPS Devices/Tracking Service

Approved by City Manager:

Date Signature

Approved by City Council:

Date
Signature

Exhibit F

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u>	INCREASE	<u> </u>	DECREASE	<u> </u>	TRANSFER
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Fund: CHICKASHA MUNICIPAL AUTHORITY (CMA)
Fund No.: 31
Amendment No.: 7
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4500-011	TRANSFER-GENERAL	500,000.00			
4500-052	TRANSFER-CAPITAL PROJECT	250,000.00			
539-6450-017	DRAINAGE PROJECTS			750,000.00	
TOTALS		750,000.00	-	750,000.00	-

EXPLANATION:

To reflect transfer(s) from the General Fund and Capital Projects Fund to the Chickasha Municipal Authority to accommodate the potential purchase of a Regional Water Detention Structure

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit G
CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: CHICKASHA MUNICIPAL AUTHORITY (CMA)
Fund No.: 31
Amendment No.: 8
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4500-071	TRANSFER-COMBINED INS	18,252.00			
532-5301-029	GPS DEVICES/TRACKING SERVICE			18,252.00	
TOTALS		18,252.00	-	18,252.00	-

EXPLANATION:

To return previous transfer of insurance to purchase GPS Devices/Tracking Service

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit #

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u>	INCREASE	<u> </u>	DECREASE	<u> </u>	TRANSFER
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Fund: CHICKASHA MUNICIPAL AIRPORT AUTHORITY (CMAA)
Fund No.: 39
Amendment No.: 4
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4300-014.1	ODAA CHK-24H-S (2 BOX HANGAR)	430,340.00			
539-5305-023.2	ODAA CHK-24H-S (2 BOX HANGARS)			430,340.00	
TOTALS		430,340.00	-	430,340.00	-

EXPLANATION:

Oklahoma Department of Aerospace and Aeronautics Project CHK-24-S for Construction of 2 Box Hangars

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit I

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: CHICKASHA MUNICIPAL AIRPORT AUTHORITY (CMAA)
Fund No.: 39
Amendment No.: 6
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4500-071	TRANSFER-COMBINED INS	1,920.00			
532-5301-029	GPS DEVICES/TRACKING SERVICE			1,920.00	
TOTALS		1,920.00	-	1,920.00	-

EXPLANATION:

To return previous transfer of insurance to purchase GPS Devices/Tracking Service

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit J
CITY OF CHICKASHA

BUDGET AMENDMENT FORM

<u> X </u> INCREASE	<u> </u> DECREASE	<u> </u> TRANSFER
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Fund: CAPITAL PROJECTS
Fund No.: 52
Amendment No.: 1
Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
4350-004	LEASE BONUS PROCEEDS	250,000.00			
552-5500-031	TRANSFER OUT-CMA			250,000.00	
TOTALS		250,000.00	-	250,000.00	-

EXPLANATION:

To amend budget for current year lease bonus proceeds and reflect a transfer to the Chickasha Municipal Authority (CMA) to accommodate the potential purchase of a Regional Water Detention Structure

Approved by City Manager:

Date _____ Signature _____

Approved by City Council:

Date _____ Signature _____

Exhibit K

CITY OF CHICKASHA

BUDGET AMENDMENT FORM

☒ INCREASE	☐ DECREASE	☐ TRANSFER
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Fund: COMBINED INSURANCE
 Fund No.: 71
 Amendment No.: 6
 Fiscal Year: 2023-2024

Account #	Account Name	Estimated Revenue(s)		Appropriation(s)	
		Increase	Decrease	Increase	Decrease
571-5500-011	TRANSFER-GENERAL			4,800.00	
571-5500-031	TRANSFER-CMA			18,252.00	
571-5500-039	TRANSFER-CMAA (AIRPORT)			1,920.00	
4700-001	AVAILABLE FUND BALANCE	24,972.00			
TOTALS		24,972.00	-	24,972.00	-

EXPLANATION: To return previous transfer of insurance for purchase of GPS Tracking System

Approved by City Manager:	Date _____	Signature _____
Approved by City Council:	Date _____	Signature _____

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Community Development

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to execute the contract and purchase real property described as Lots Six (6) and Seven (7) in Block Two (2), of The Woodlands Section II, an addition to the City of Chickasha, Grady County, Oklahoma, according to recorded plat thereof, to be used as a Regional Detention Structure from Chickasha Development Company LLC in the amount of \$755,000.00.

I. BACKGROUND/DESCRIPTION:

This will be for the purchase of a regional detention structure.

In 2022 before this current Budget year, staff met with SRB Engineer Theresa Lennox to talk about the Master Drainage Study and how to make large impacts based on their project recommendations. Lennox advised that the study calls for the need to create more storage and the need to clean out the drainage routes we already have in order to slow the water down and prevent the ponding effect of water in our low-lying areas.

The 23-24 year included a budget of 500,000.00 to slowly start to make progress and plan for these projects to be completed each year. We will also be utilizing other funds in the oil well leases that by ordinance are for specific items including drainage improvements.

Through our partnership with the Fleske Development Group, we are able to purchase the pond on his property that was constructed onsite to catch water during construction and water was dug out deeper to provide fill dirt for other site work.

This is just one step in the process to start implementing the Master Drainage study over the next few years. We plan to use federal dollars and possible grants to continue to push this project forward and take steps to completion.

This will be lots 6 and 7

II. RECOMMENDED ACTION:

Approval

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

1. Woodlands BK 8 PG 34 (Filed Plat)
2. 20240327142410102
3. Final Contract 3.27.24

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That CHICKASHA DEVELOPMENT COMPANY, LLC, does hereby certify that they are the owners of and the only persons, firms or corporation having any rights, title, or interest in and to the land shown on the annexed plat of THE WOODLANDS SECTION II, an Addition to the CITY of CHICKASHA, GRADY COUNTY, STATE of OKLAHOMA, and that they have caused the same to be surveyed and platted, and that they hereby dedicate all the streets and easements shown hereon to the public, for the purposes of streets, utilities, and drainage, for their heirs, executors, administrators, successors, and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 28th day of March, 2023. Covenants, reservations, and restrictions for this addition may be filed under separate instrument.

CHICKASHA DEVELOPMENT COMPANY, LLC
ERICK FLESKE, MANAGER

STATE OF OKLAHOMA)
COUNTY OF GRADY) SS:

Before me, the undersigned Notary Public, in and for said County and State on this 28th day of March, 2023, personally appeared ERICK FLESKE, MANAGER of CHICKASHA DEVELOPMENT COMPANY, LLC, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

MY COMMISSION NUMBER: 22010280
MY COMMISSION EXPIRES: 7/29/2026

Notary Public

CITY OF CHICKASHA
COMMUNITY DEVELOPMENT APPROVAL

I, Rachel Bernish, Director of the Community Development Department for the CITY of CHICKASHA, GRADY COUNTY, STATE of OKLAHOMA, hereby certify that said Community Development Department duly approved the annexed plat of THE WOODLANDS SECTION II, an Addition to the CITY of CHICKASHA on this 20th day of March, 2023.

ATTEST:
Susan M. McDaniel, City Clerk
Rachel Bernish, Community Development Director

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

Be it resolved by the Council of the CITY of CHICKASHA, STATE of OKLAHOMA, that the dedications shown on the annexed plat are hereby accepted, adopted by the Council of the CITY of CHICKASHA, STATE of OKLAHOMA, this 20th day of March, 2023.

ATTEST:
Susan M. McDaniel, City Clerk
Ch. Updegraff, Mayor

CERTIFICATE OF CITY CLERK

I, Susan M. McDaniel, City Clerk of the CITY of CHICKASHA, STATE of OKLAHOMA, hereby certify that I have examined the records of said City and find that all deferred payments or unmatrued installments upon special assessment have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this 20th day of March, 2023.

Susan M. McDaniel, City Clerk

COUNTY TREASURER'S CERTIFICATE

I, Brian Ruston, do hereby certify that I am the duly elected, qualified and acting County Treasurer of GRADY COUNTY, STATE of OKLAHOMA, that the tax records of said County show all taxes are paid for the year 2023 and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed this 20th day of March, 2023.

Brian Ruston, County Treasurer

FINAL PLAT
THE WOODLANDS, SECTION II
A PART OF THE NORTHEAST QUARTER, OF SECTION 4,
TOWNSHIP 6 NORTH, RANGE 7 WEST, I.M.
CITY OF CHICKASHA, GRADY COUNTY, OKLAHOMA

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER (NE/4) OF SECTION FOUR (4), TOWNSHIP SIX (6) NORTH, RANGE SEVEN (7) WEST OF THE INDIAN MERIDIAN, GRADY COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE/4, ALSO KNOWN AS THE NORTHEAST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 4;

THENCE SOUTH 00°01'14" EAST, ALONG THE EAST LINE OF SAID NE/4, A DISTANCE OF 526.00 FEET;

THENCE NORTH 89°51'50" WEST A DISTANCE OF 344.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 89°51'50" WEST A DISTANCE OF 24.74 FEET;

THENCE SOUTH 00°01'14" EAST, PARALLEL WITH THE EAST LINE OF SAID NE/4, A DISTANCE OF 146.05 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT;

THENCE EASTERLY, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 185.00 FEET (SAID CURVE SUBTENDED BY A CHORD WHICH BEARS NORTH 84°22'32" EAST A DISTANCE OF 24.86 FEET) FOR AN ARC DISTANCE OF 24.88 FEET;

THENCE SOUTH 00°01'14" EAST, PARALLEL WITH THE EAST LINE OF SAID NE/4 A DISTANCE OF 120.45 FEET;

THENCE SOUTH 00°01'36" EAST A DISTANCE OF 159.00 FEET;

THENCE NORTH 89°51'50" WEST A DISTANCE OF 480.93 FEET;

THENCE SOUTH 00°01'36" EAST A DISTANCE OF 363.65 FEET;

THENCE NORTH 89°53'55" WEST A DISTANCE OF 952.33 FEET;

THENCE NORTH 18°22'37" EAST A DISTANCE OF 324.00 FEET;

THENCE NORTH 00°15'58" WEST A DISTANCE OF 260.48 FEET;

THENCE NORTH 89°51'50" WEST A DISTANCE OF 14.54 FEET;

THENCE NORTH 00°08'10" EAST A DISTANCE OF 271.03 FEET;

THENCE NORTH 89°18'57" EAST A DISTANCE OF 192.70 FEET;

THENCE NORTH 00°02'45" WEST A DISTANCE OF 200.00 FEET;

THENCE NORTH 07°52'57" EAST A DISTANCE OF 122.33 FEET;

THENCE NORTH 89°51'50" WEST A DISTANCE OF 120.00 FEET;

THENCE NORTH 00°02'45" WEST A DISTANCE OF 117.00 FEET;

THENCE SOUTH 89°51'50" EAST A DISTANCE OF 165.16 FEET;

THENCE SOUTH 00°02'45" EAST A DISTANCE OF 317.00 FEET;

THENCE SOUTH 89°51'50" EAST A DISTANCE OF 165.00 FEET;

THENCE NORTH 54°22'04" EAST A DISTANCE OF 196.74 FEET;

THENCE NORTH 00°02'45" WEST A DISTANCE OF 21.00 FEET;

THENCE NORTH 42°30'45" EAST A DISTANCE OF 67.87 FEET;

THENCE NORTH 28°47'05" EAST A DISTANCE OF 49.97 FEET;

THENCE NORTH 00°02'45" WEST A DISTANCE OF 120.00 FEET;

THENCE SOUTH 89°51'50" EAST A DISTANCE OF 415.40 FEET;

THENCE SOUTH 00°01'14" EAST A DISTANCE OF 385.00 FEET;

THENCE SOUTH 89°51'50" EAST A DISTANCE OF 200.00 FEET;

THENCE NORTH 00°01'14" WEST A DISTANCE OF 123.00 FEET;

THENCE SOUTH 89°51'47" EAST A DISTANCE OF 80.97 FEET;

THENCE SOUTH 00°01'14" EAST A DISTANCE OF 264.00 FEET;

SAID TRACT OF LAND CONTAINS AN AREA OF 1,298,967 SQUARE FEET OR 29.8202 ACRES, MORE OR LESS.

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawful bonded abstractor of titles, in and for GRADY COUNTY, STATE of OKLAHOMA, hereby certifies that the records of said County show that the title to the land on the annexed plat is vested in Chickasha Development Company, LLC that on the 28th day of March, 2023 there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said County and State against said land, or the owners thereof, and that the taxes are paid for the year 2022, and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any one person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

IN WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this 28th day of March, 2023.

Cochran, ABSTRACT & TITLE COMPANY

Jill Locke

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, TAYLOR DENNISTON do hereby certify that I am a Licensed Professional Land Surveyor in the State of Oklahoma; and that the annexed plat of THE WOODLANDS SECTION II, an Addition to the CITY of CHICKASHA, GRADY COUNTY, STATE of OKLAHOMA, consisting of one (1) sheet, represents a survey made under my direct supervision, and that the monuments noted hereon actually exist and their positions are correctly shown; and this original survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors, and that said final plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

SMITH ROBERTS BALDISCHWILER, LLC
100 N.E. 5TH STREET
OKLAHOMA CITY, OK 73104
CERTIFICATE OF AUTHENTICITY C.A. #3949

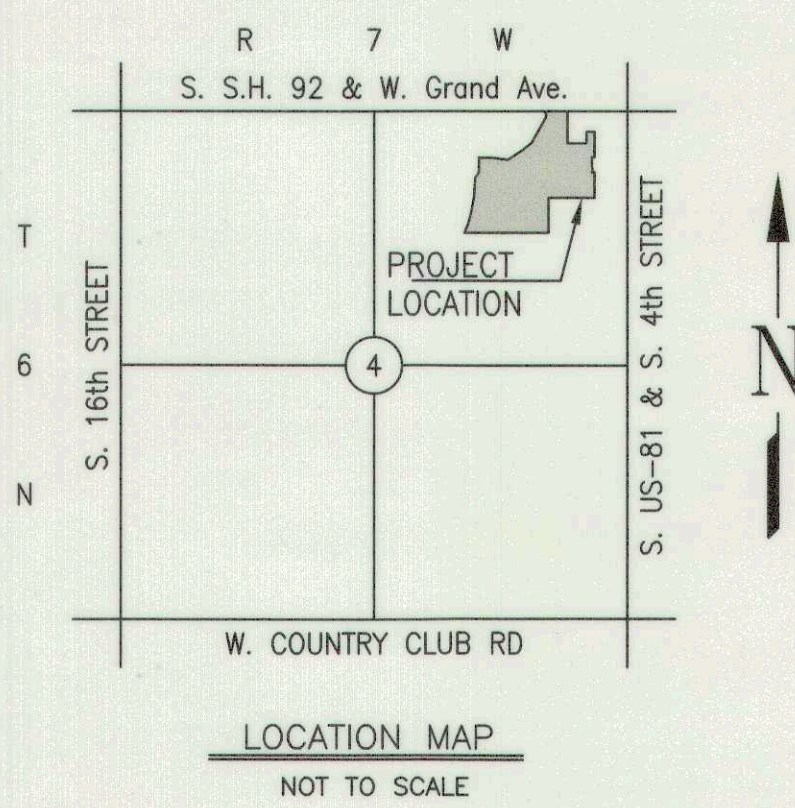
Taylor Denniston, PLS No. 1787

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned Notary Public, in and for said County and State personally appeared TAYLOR DENNISTON, to me known to be the identical person who executed the above instrument and acknowledge to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal this 21st day of March, 2023.

MY COMMISSION NUMBER: 22004604
MY COMMISSION EXPIRES: 4/26

Krista L. Weber, Notary Public



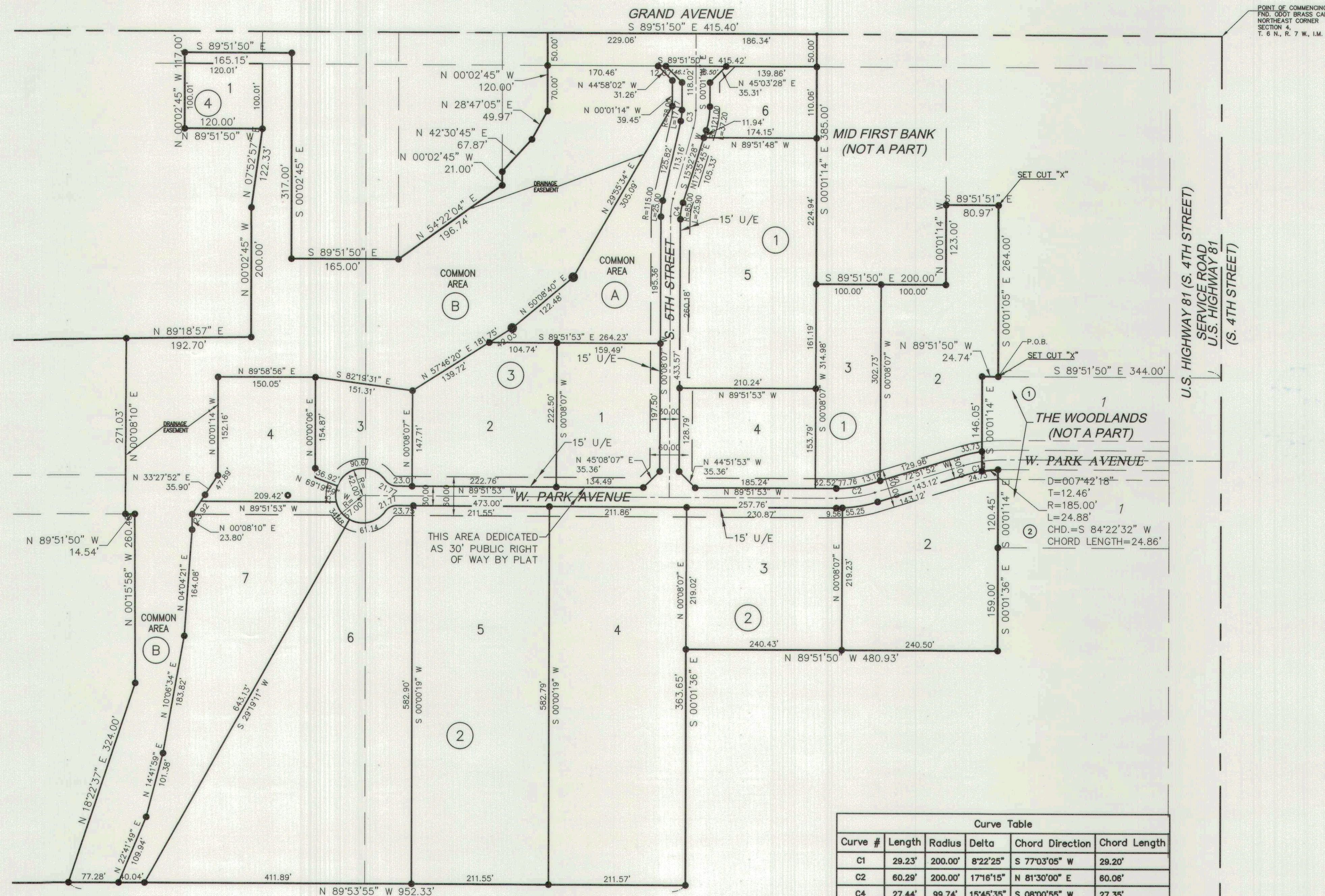
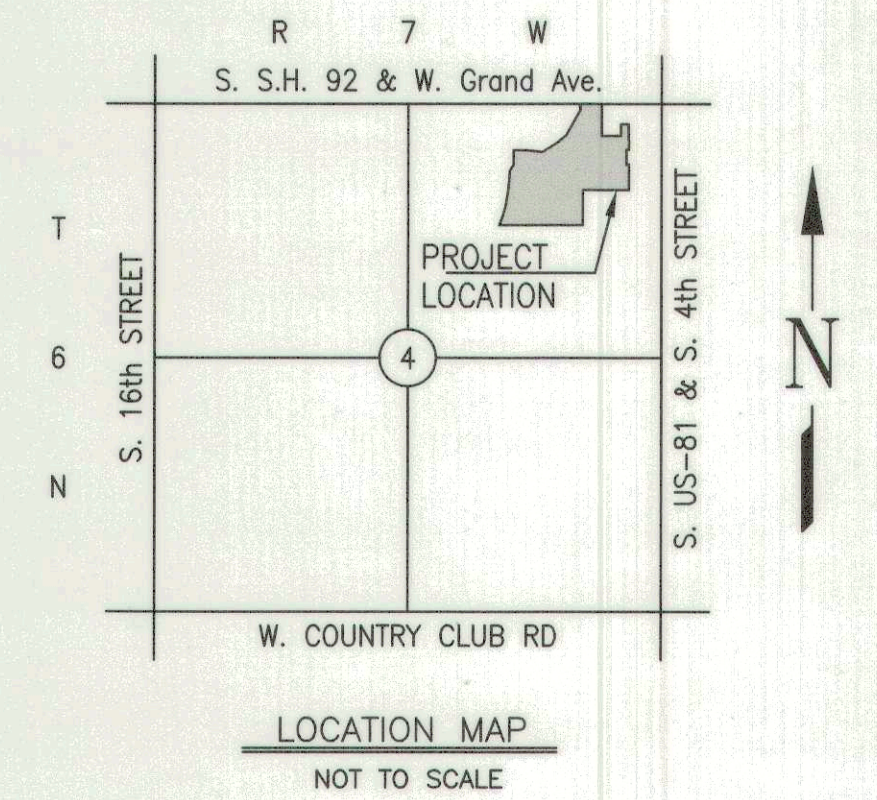
THE WOODLANDS SECTION II
SHEET 1 OF 2

SMITH ROBERTS BALDISCHWILER, LLC
ENGINEERING SURVEYING PLANNING
OKLAHOMA CITY
100 N.E. 5th Street
Oklahoma City, Oklahoma 73104
T: 405.840.7094
F: 405.840.9116
www.srbok.com
NORMAN
2500 McGee Drive, Suite 100
Norman, OK 73072
T: 405.418.2288
F: 405.418.2289
srb@srbok.com
CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES JUNE 30, 2023

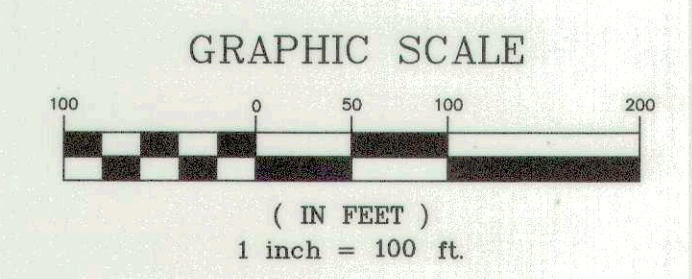
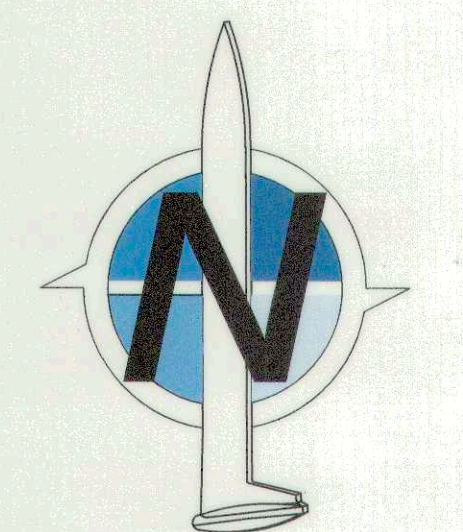
OWNER'S NOTARY SEAL
COUNTY TREASURER'S SEAL
BONDED ABSTRACTOR'S SEAL
CITY CLERK'S SEAL
LAND SURVEYOR'S SEAL
SURVEYOR'S NOTARY

FINAL PLAT THE WOODLANDS, SECTION II

A PART OF THE NORTHEAST QUARTER, OF SECTION 4,
TOWNSHIP 6 NORTH, RANGE 7 WEST, I.M.
CITY OF CHICKASHA, GRADY COUNTY, OKLAHOMA



LEGEND	
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING
FND.	FOUND
I.P.	IRON PIN
REC.	RECORD
U/E	UTILITY EASEMENT
•	SET 1/2" I.P. W/CA 3949 CAP OR MAG. NAIL WITH 3949 SHINER UNLESS OTHERWISE NOTED



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	29.23'	200.00'	8°22'25"	S 77°03'05" W	29.20'
C2	60.29'	200.00'	17°16'15"	N 81°30'00" E	60.06'
C4	27.44'	99.74'	15°45'35"	S 08°00'55" W	27.35'
C3	27.74'	100.00'	15°53'42"	N 07°55'37" E	27.65'

THE WOODLANDS SECTION II
SHEET 2 OF 2

SMITH ROBERTS
ENGINEERING
SURVEYING
PLANNING
LLC

OKLAHOMA CITY
100 N.E. 5th Street
Oklahoma City,
Oklahoma 73104
T: 405.840.7094
F: 405.840.9116
www.srbok.com

NORMAN
2500 McGee Drive,
Suite 100
Norman, OK 73072
T: 405.418.2289
F: 405.418.2289
srb@srbok.com

CERTIFICATE OF AUTHORIZATION NO. 3949 EXPIRES JUNE 30, 2023

Untitled Map

Write a description for your map.

- Legend
- Burger King
 - Feature 1
 - Feature 2
 - Xpress Wellness Urgent Care - Chickasha



REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the “Agreement”) dated as of the Effective Date (defined below), by and between CHICKASHA DEVELOPMENT COMPANY, LLC (the “Seller”), and the Chickasha Municipal Authority, a public trust authority having the City of Chickasha as its sole beneficiary (the “Buyer”).

1. **Sale of Property.** Subject to the terms of this Agreement, the Seller agrees to sell and the Buyer agrees to purchase all of the Seller’s right, title and interest in and to the surface of the land described as:

Lots Six (6) and Seven (7) in Block Two (2), of The Woodlands Section II, an addition to the City of Chickasha, Grady County, Oklahoma, according to recorded plat thereof,

together with , if any, thereunto belonging, subject to: (a) mineral interests, all oil and gas leases, forced pooling orders and other agreements or orders relating to the development of oil, gas and other minerals, and all rights incident thereto, all of which Seller is retaining to the extent that Seller has any interests therein; and (b) all plats, easements, prescriptive rights existing at law and equity, encroachments, restrictions, zoning ordinances, public utilities, all rights-of-way, encumbrances and all other matters affecting the Property or those items apparent from an inspection of the land (the “Property”).

2. **Purchase Price.** Subject to the adjustments and prorations hereafter described, the total purchase price to be paid by the Buyer to the Seller for the purchase of the Property (the “Purchase Price”) is the sum of Seven Hundred Fifty Thousand Dollars and 00/100s (\$750,000.00). The Purchase Price will be paid in the following manner:

2.1. **Earnest Money.** The Buyer will deposit the sum of Five Hundred Thousand Dollars (500,000.00) (the “Earnest Money”) with Old Republic Title Company (the “Title Insurer”) immediately upon execution of this Agreement as earnest money to be applied against the Purchase Price at the time of closing. Any interest accrued on the Earnest Money will be applied at the Closing as a credit to the Buyer.

2.2. **Cash on Closing.** On the Closing Date (defined below), the Title Insurer will pay the Earnest Money to the Seller to be applied toward the Purchase Price and the Buyer will pay to the Seller the balance of the Purchase Price in immediately available funds, as adjusted as provided herein.

3. **Effective Date.** The “Effective Date” of this Agreement means the date on which the last of the Buyer and the Seller executes this Agreement, as shown by the dates set forth below their respective signatures.

4. **Due Diligence.** This Agreement and the obligation of Buyer to close are expressly made conditional upon Buyer’s determination, in Buyer’s sole and absolute discretion and prior to the end of the Inspection Period (as defined below), that the Property is suitable for Buyer’s purposes. In order to permit Buyer to make this determination, Seller agrees to (i) permit Buyer and Buyer’s representatives to have access to the Property to perform such geological soil tests, mechanical

studies, environmental assessments, surveys and engineering studies as Buyer shall require, and (ii) provide Buyer within two (2) days from the date of this Agreement copies of all information in Seller's possession regarding all plans, drawings, reports, surveys, utilities, building condition, building systems, hazardous materials, engineering, surveys, appraisals, zoning, brokerage, title, environmental, leases pertaining to any tenants of the Property (the "Leases"), service agreements and all other agreements or documents of information related to the Property. To the extent permitted by law, Buyer agrees to restore the Property to the condition it was in prior to such testing and further agrees to indemnify and hold Seller, including its members, officers and affiliates, harmless from any liability, claims or demands of any nature whatsoever arising out of the conduct of such tests, studies, assessments, inspections and surveys. An agent of the Seller has the right to be present at any inspections, and that the Buyer will not have individual contact with any tenant of the Property until after closing.

Buyer shall have thirty (30) days from the Effective Date to determine if the Property is satisfactory (the "Inspection Period"). Should Buyer determine the Property is unsatisfactory, it shall notify Seller in writing during the Inspection Period, and this Agreement shall thereby terminate and the Earnest Money Deposit shall be refunded to Buyer.

5. Title Evidence and Review. Seller shall furnish Buyer title evidence covering the Property, which shows marketable title vested in Seller. By no later than the end of the Inspection Period, Seller shall provide, at Seller's costs, an abstract of title certified to date, an Owners Title Insurance Commitment in the amount of the Purchase Price, and a current ALTA survey of the Property (less than six months in date) to the extent in Seller's possession. Assuming Buyer has timely received all of the title and survey evidence to be furnished by Seller, and after Buyer has received a title insurance policy commitment, and an ALTA survey showing all title encumbrances upon and exceptions to the Property, Buyer shall have up to fifteen (15) days after receipt of all such items from Seller within which to review all of the title and survey evidence items and notify Seller in writing of Buyer's objections to any title and survey matters that would affect marketable title or Buyer's intended use of the Property.

6. Cure or Noncure of Title Objections. Seller shall have seven (7) days after receipt of Buyer's objections to title and survey defects, to cure the Buyer's objections, and the closing date shall be extended, as reasonably necessary, to permit such cure. Seller shall not be obligated to cure or attempt to cure every title or survey objection, except that Seller must cure any title ownership matters and all monetary liens such as judgment or mortgage or mechanics liens, of which Seller shall bear the cost of curing such title and survey objections. If Seller determines it is unwilling or unable to cure any of Buyer's title or survey objections, except as to the title matters that Seller must cure as above, then Seller shall notify Buyer of such determination within seven (7) days of receiving the objections from Buyer. If any title or survey objections, except those required of Seller to cure above, are not cured by the closing date, Buyer shall have the right to either:

- a) waive any such uncured title or survey objections, close with or without reduction in the Purchase Price and accept such title as Seller is able to convey; or

b) terminate this Agreement by notifying Seller in writing, in which event all earnest money shall be returned to Buyer, and thereafter Seller and Buyer shall have no further rights or obligations under this Agreement.

7. Condition of Property. Between the time this Agreement is signed and the date of closing, Seller shall properly maintain the Property in good condition, and as it currently exists, and not alter the condition, character, drainage, utilities, improvements, equipment, fixtures, access, covenants, or title of the Property in any material respect. Seller shall not, without the prior written consent of Buyer, enter into any contracts with respect to the Property that will not be fully performed by Seller before the closing, or that will not be cancelable by Buyer at any time and without liability or expense on or after the closing. Seller shall notify Buyer promptly of any litigation, arbitration, condemnation, assessments, or administrative actions (such as zoning, variance, code enforcement and regulatory proceedings before any officer, court, board, governmental body) which affect the Property and of which Seller has knowledge. The risk of loss for any Property improvements between now and closing is with the Seller.

8. Deed. The Property will be conveyed by Special Warranty Deed (the “Deed”) in substantially the same form set forth at Schedule “A” attached as a part hereof, subject to the following exceptions (the “Permitted Exceptions”): (a) any mineral interests, oil and gas leases, forced pooling orders and all rights incident thereto; (b) ad valorem taxes for 2024 and subsequent years; a(c)(c) all plats, easements, rights-of-way, or encumbrances of record shown on the Title Commitment and not objected to or accepted by Buyer.

9. Possession. Possession of the Property will be given to the Buyer on the Closing Date subject to the Permitted Exceptions and subject to all leases and contracts applicable to the Property to the extent such have not been terminated prior to Closing.

10. Prorations. The Seller will pay all general ad valorem taxes prior to the year of closing. General ad valorem taxes payable during the calendar year of closing will be prorated to the date of closing. If the amount of said taxes cannot be ascertained, such prorations will be on the basis of the taxes paid for the preceding year.

11. Closing. The transaction will close on or before May 15, 2024 (the “Closing Date”). Except as may be specifically allocated otherwise in this Agreement, the closing costs of the transaction shall be allocated as follows: Buyer shall pay Buyer’s attorney’s fees, if any, recording fee for the deed, one-half (1/2) of the Title Company’s escrow fee, survey and the title insurance premium. Seller shall pay all transfer taxes and revenue stamps, Seller’s attorney’s fees, one-half (1/2) of the Title Company’s escrow fee, and the expense of bringing the abstract to date. All Property taxes for years preceding the year of Closing, if any, shall be paid by Seller. All of such assessments and ad valorem taxes on the Property for the year of Closing shall be prorated between the parties to the Closing Date.

12. Default; Remedy. In the event that either party fails to perform such party's obligations hereunder (except as excused by the other party's default), the party claiming default will make written demand for performance. If the Seller fails to comply with such written demand within five (5) days after receipt thereof, the Buyer will have the option to waive such default or terminate this Agreement and receive a return of the Earnest Money. If the Buyer fails to comply with such

written demand within five (5) days after receipt thereof, the Seller will have the option to waive the default, terminate this Agreement and return the Earnest Money to Buyer or exercise any other remedy available at law or in equity. On such termination and payment of the Earnest Money, the parties will be discharged from any further obligations and liabilities under this Agreement.

13. Seller's Representations and Warranties. Seller makes the following representations and warranties, to the best of Seller's knowledge, to Buyer which shall survive the Closing:

- 13.1. Other than this Agreement, Seller is not a party to any contract for sale, option to purchase, lease, first right of refusal, or any other agreement existing and in force with respect to or in any manner affecting all or any portion of the Property or any interest therein.
- 13.2. Seller is the record owner of fee simple title to the Property and has the legal right, power and authority to enter into this Agreement and perform all of its obligations hereunder.
- 13.3. The person executing this Agreement on behalf of Seller is authorized to do so under the documents governing the operation of Seller's entity.
- 13.4. Neither the execution of the Agreement nor the consummation of the transaction contemplated herein will result in a breach of, or default under, or violate any restrictions or any agreement to which Seller is a party or to which the Property or Seller is subject.
- 13.5. Seller has taken no action and does not have any knowledge of facts which would give rise to a claim for a mechanic's or materialman's lien, or any other type of lien on or claim against the Property.
- 13.6. Seller has not received written notice and has no knowledge of:
 - 13.6.1 any condemnation or taking threatened or pending against any portion of the Property;
 - 13.6.2 any violation of any zoning or other governmental law, or of any easement, declaration or other agreement concerning the use of the Property;
 - 13.6.3 any litigation, claim, judgment or proceeding relating to, which affects, or could become a lien on, any part of the Property.
- 13.7. There are no maintenance, service or other contracts or agreements concerning or affecting the Property to which Seller is a party or by which Seller is bound which would be binding on Buyer after Closing, except as may be shown in the Title Commitment or otherwise disclosed in writing by Seller.
- 13.8. Seller is not a foreign person selling property as described in the Foreign Investment in Real Property Tax Act ("FIRPTA") and agrees to deliver an affidavit at Closing

reflecting that Seller is not such a foreign person and provide Seller's tax identification number ("Tax Affidavit").

14. Condition of Property; Disclaimers; Release. The Buyer acknowledges and agrees that, except as expressly set forth in this Agreement or in any of the documents delivered at the Closing, neither the Seller, nor the Sellers Parties (as hereinafter defined), have made, and except as expressly set forth in this Agreement or in any of the documents delivered at the Closing, the Seller is not liable or responsible for, or bound in any manner by, and hereby expressly disclaims, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information, or inducements pertaining to the Property or any part thereof, the title and physical or environmental condition thereof the quantity, character, fitness and quality thereof, the merchantability, fitness for a particular purpose. The Buyer further acknowledges, agrees, represents, and warrants that it has been offered the opportunity to inspect the Property as provided for in this Agreement, and thereby assumes any and all liabilities or obligations relating to any physical condition of the Property. Without limiting the foregoing, the Buyer hereby expressly acknowledges and agrees that, except as expressly set forth in this Agreement or in any of the documents delivered at the Closing, the Buyer is purchasing the Property as of the Closing Date in its "AS-IS and WHERE-IS" condition **WITH ALL FAULTS**. The provisions of this Section shall expressly survive the Closing and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

15. Representations and Warranties of Buyer.

15.1. Financing. As of the Closing Date, the Buyer will have sufficient cash, commitments from responsible lending institutions, available lines of credit or other sources of immediately available cash to enable them to deliver the amounts due on the Closing Date.

15.2. Authority and Enforceability. The Buyer has all requisite power and authority to execute and deliver, and to perform its duties and obligation under this Agreement, subject to, and except that this Agreement is expressly conditional and contingent upon the approval from the Chickasha Municipal Authority Otherwise, this Agreement has been duly authorized by all necessary action, has been duly executed and delivered by the Buyer, and is legal, valid and binding obligations of the Buyer, enforceable against the Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, may be subject to the discretion of the court before which any proceeding may be brought.

16. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given on the date delivered personally or by electronic mail (email), or on the date following the day sent by overnight courier, or on the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid, directed to the notice address or telefacsimile number set forth below or to such other or additional addresses as any party might designate by written notice to the other party.

To the Seller: Chickasha Development Company, LLC
Attn: Eric C. Fleske
600 NW 23rd, Suite 200
Oklahoma City, OK 73103
Telephone: (405) 990-2509
Email: eric@fleskeholding.com

To the Buyer: Chickasha Municipal Authority
Attn: Trust Manager
117 North 4th Street
Chickasha, OK 73018
Telephone: (405) 222-6012
Email: Rachel.Bernish@chickasha.org

17. Attorneys' Fees. If either party institutes an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable expenses of attorneys' fees and disbursements and litigation expenses incurred by the successful party.

18. Miscellaneous. Time is of the essence of each provision of this Agreement. This document constitutes the entire agreement between the Buyer and the Seller relating to the sale of the Property and there are no agreements, understandings, warranties or representations between the Buyer and the Seller except as set forth herein. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing (excluding electronic mail) physically signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party to this Agreement. The parties agree that any counterpart may be executed by electronically produced signature and such electronically produced signature will be deemed an original. When executed by the parties in accordance with the foregoing, this Agreement inures to the benefit of and is binding on the parties and their respective heirs, successors and assigns. If any provision, phrase, sentence, or paragraph of this Agreement shall be held to be void or unenforceable for any reason, such holding shall not affect the remaining terms and provisions of this Agreement, which shall continue in full force and effect. Section headings contained in this Agreement are for reference purposes only and shall not in any way affect its meaning or interpretation.

19. Assignment. The Buyer may only assign this Agreement to an entity owned and controlled by the Buyer after the Buyer has provided written notice to the Seller.

Brokerage. Both Buyer and Seller agree that Fleske Holding Company is the transaction Broker for the Seller. No other broker is involved in the transaction, and the Seller agrees to pay the Broker a commission per a separate agreement at closing (the "Commission"). [Signature Pages to Follow]

SIGNATURE PAGE TO REAL ESTATE PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates hereafter indicated to be effective on the date first above written.

CITY OF CHICKASHA

By: _____

Name: _____

Title: _____

Date: _____

(the "Buyer")

SIGNATURE PAGE TO REAL ESTATE PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the dates hereafter indicated to be effective on the date first above written.

CHICKASHA DEVELOPMENT COMPANY, LLC

By: _____

Name: _____

Title: _____

Date: _____

(the "Seller")

Schedule “B”
(the “Deed”)

After recordation, return to:

Space Reserved for Recording Information

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT CHICKASHA DEVELOPMENT COMPANY, LLC (the “Grantor”), in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and assign unto the _____ (the “Grantee”), with an address of Chickasha Municipal Authority, c/o Trust Manager, 117 North 4th Street, Chickasha, OK 73018, the real property and premises situated in the City of Chickasha, Grady County, State of Oklahoma, and described on **Exhibit “A”** attached hereto, together with any improvements situated thereon and appurtenances thereunto belonging (the “Land”).

TO HAVE AND TO HOLD the Land unto the Grantee, its successors and assigns, forever, free and clear and discharged of and from all former grants, charges, taxes, judgments, mortgages, liens and encumbrances of whatsoever nature; LESS AND EXCEPT any and all interests in and to oil, gas and other minerals as this is a surface rights conveyance only, and SUBJECT to all of the exceptions to title set forth on **Exhibit “B”** attached hereto and incorporated herein by reference.

Grantor hereby warrants title to the Land against any and all acts, conveyances, liens and encumbrances affecting the Land made or suffered to be made or done by, through or under Grantor, but not otherwise, and in any event excluding from this warranty the matters set forth on **Exhibit “B”** attached hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 2024.

CHICKASHA DEVELOPMENT COMPANY, LLC

By: _____

Name: _____

Title: _____

(the “Grantor”)

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF CLEVELAND)

 This instrument was acknowledged before me on _____, 2024, by _____
_____, as _____, of CHICKASHA DEVELOPMENT
COMPANY, LLC

(Seal)

Notary Public
My Commission Expires: _____
Commission # _____

EXHIBIT “A” to Special Warranty Deed

Legal Description

Lots Two Six (6) and Seven (7) in Block One Two (12), of The Woodlands Section II, an addition to the City of Chickasha, Grady County, Oklahoma, according to recorded plat thereof,

EXHIBIT “B” to Special Warranty Deed

Permitted Exceptions

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Community Development

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as ALL LOTS 23-24-25 BLK 21 CHICKASHA-OT (810 Illinois Ave.) to Builders Investment Group LLC in the amount of 4,000.00

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:
approval

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

ATTACHMENTS:

V 1.ACFrOgCOA64Wnk9NDeKY9FQy17SZNBkT36Z8T3GCs4LnxyqJ749rHtBzMt9pv4FZ7r3P6UyfMgq0bAli
· A7JbrBTyFkAlrO-NZO7Vez5P1ekLGwjF0YSYUwljva1LUWqG



Building Your Future

Mar 12, 2024

To Whom it may concern,

Builders Investment Group, LLC would like to purchase the following (5) lots from The City of Chickasha for the purpose of building single family homes:

CO #00100021023000000, 810 Illinois

CO# 0010009601000000, 617 N 10th St

CO# 00100101001000100, 1001 Michigan

CO#00100256010000000, ~~291 S 1st~~ **1219 s 1st** *WB*

CO#00100260011000000, address unknown

Purchase Price: \$4,000 each or \$20,000 for the total package

Closing Date: On or before, April 19, 2024

Conventional Financing with First Security Bank and Trust Co

Please don't hesitate to reach out to our Realtor, Kat Thompson, with any questions. Her email address is Kat@CadenceOK.com and her phone number is (405) 313-8239.

Warm regards,

Willard Barnett

Builders Investment Group LLC
1723 W. Britton Rd., Oklahoma City, OK 73120

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Community Development

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as S 50' LOT 10 BLK 96 CHICKASHA-OT (617 N 10th) to Builders Investment Group LLC in the amount of 4,000.00

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Community Development

Agenda Item No. 4.d.

AGENDA ITEM: Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as N 82.5' OF E 75' LOT 1 BLK 101 CHICKASHA-OT (1001 Michigan Ave) to Builders Investment Group LLC in the amount of 4,000.00

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Rachel Bernish, Asst. City Manager

Meeting Date:

April 1, 2024

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

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Community Development

Agenda Item No. 4.e.

AGENDA ITEM: Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as ALL LOT 10 BLK 256 CHICKASHA-OT (1219 S 1st Street) to Builders Investment Group LLC in the amount of 4,000.00

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Rachel Bernish, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Community Development

Agenda Item No. 4.f.

AGENDA ITEM: Discussion, consideration and possible action to declare surplus and authorize the sale of surface rights only in and to a certain tract of real property described as ALL LOT 11 BLOCK 260 CHICKASHA OT (1315 Shepherd) to Builders Investment Group LLC in the amount of 4,000.00

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

approval

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Rachel Bernish, Asst. City Manager

Meeting Date:

April 1, 2024

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

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Public Works

Agenda Item No. 4.g.

AGENDA ITEM: Discussion, consideration, and possible action to approve Change Order No. 2 for CMA-2301, Sanitary Sewer Main Installation to accommodate US 81 Highway Realignment and Authorize the Chairman to execute the same.

I. BACKGROUND/DESCRIPTION:

Change Order No. 2 provides for overrunning the amount of Controlled Low Strength Material used on the project. ODOT requirements include for this material to be used as backfill over the sewer main in all areas under the future road bed.

The actual quantity of material used was 53.1 cubic yards more than originally estimated. At the contract unit price of \$150.00 per cubic yard, this translate to an overrun to the contract of \$7,965.00. This results in an overrun of about 1%.

II. RECOMMENDED ACTION:

Approve Change Order No. 2 for CMA-2301, Sanitary Sewer Main Installation to accommodate US 81 Highway Realignment and Authorize the Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

- 20240329133204827



CHISHOLM TRAIL CONSULTING, LLC

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

DATE: February 26, 2024

FROM: R. Scott Vaughn, P.E., CFM 

SUBJECT: Chickasha Municipal Authority
Project CMA-2301
Sanitary Sewer Main Installation to Accommodate
US Highway 81 Realignment

Construction of this project was necessary to accommodate the realignment of US Highway 81 by ODOT. The project consisted of installation of about 1,110 LF of 14-inch ductile iron pipe (DIP) and four manholes, along with other ancillary items.

The relocation proposal for this project was approved by ODOT on May 6, 2019. Design was completed in July of 2019. Bids were opened on February 21, 2023 and a contract was awarded to Matthews Trenching Co., Inc. in the amount of \$616,600.00.

Change Order 1 was previously considered to include an additional sewer line segment in the work. It was later learned this work was not needed and therefore Change Order 1 was not used.

Change Order 2 provides for overrunning the amount of Controlled Low Strength Material used on the project. ODOT requirements include for this material to be used as backfill over the sewer main in all areas under the future road bed.

The actual quantity of material used was 53.1 cubic yards more than originally estimated. At the contract unit price of \$150.00 per cubic yard, this translates to an overrun to the contract of \$7,965.00. This results in an overrun to the contract of about 1%.



Chickasha Municipal Authority
CHANGE ORDER

Project: CMA-2301		Change Order No. 2
Project Description: Sanitary Sewer Main Installation to accommodate US 81 Highway Realignment		
Requested Changes & Reasons: Overrun Controlled Low Strength Material. See attached memo for additional information.		
Location: US Highway 81 at US Highway 62	At Station: 401+25	To Station: 412+34

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

OVERRUN

Item No.	Item Description	Qty	Units	Unit Price	Unit Total	Days Req'd
4	CONTROLLED LOW STRENGTH MATERIAL	53.1	CY	\$ 150.00	\$ 7,965.00	0
					\$ 7,965.00	0

OVERRUN: \$ 7,965.00 NET CHANGED DAYS: 0

The prices for additional items have been compared with other contract prices and are fair for the amount of work involved.

2/28/2024

Date

R Scott Vaughn

Owner's Representative

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 \$ 7,965.00 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 28 day of February, 2024.

My Commission Expires:

August 6, 2024



Tracey King
Notary Public

CMA-2301 C02

TALLY SHEET

PROJECT: CMA-2301 SANIATARY SEWER RELOCATION

CONTRACTOR: MATTHEWS TRENCHING CO.

MATERIALS SUPPLIER: KRCC

MATERIAL: CLSM

[illegible]**CHISHOLM TRAIL CONSULTING, LLC**



CONCRETE DELIVERY TICKET



(JK)

Date 9/27/2023 - 9/28/2023
Customer Matthews

Driver: Edgar
Truck # 101
Ticket# 873/874/877
Job/PO # 23-876

Arrival Time 7am - 9-28-4pm 9/28
Start Time _____
Stop Time 12:30am 9/28

Mix Design # KRCCCLSM
Concrete Class Flowable Fill
Aggregate N/A

Tested Y
Testing Lab Metco
Temp _____
Air % _____
Slump _____
Cylinders Taken Y

Admixtures
AEA Y Stop 1 _____
MRWRA N Stop 2 _____
HRWRA N Stop 3 _____
SE N Stop 4 _____
Ice N
Pumped N Washout On Site? Y/N

Total Yards Delivered _____

Material	Design Lbs	Total Lbs	Actual Lbs
Cement	200	38700	38670
Sand	1080	208980	222738
Stone	1320	255420	249472
Water	35	6772.5	5997

Admixture	Admixture	Design oz	Total oz	Actual oz
1	AEA	5.86	1133.91	1777
2	SE	0	0	
3	MRWRA	0	0	
3	HRWRA	0	0	

Drivers are not permitted to add water to the mix to exceed the maximum designed slump. Drivers are prohibited from delivering concrete except under the truck's own power and where site conditions permit the safe and proper operation of his equipment. Drivers are not permitted to go beyond the curb line, except upon the authorization of the customer and the customer's acceptance of all risk for any loss or damage to the property or our equipment. This includes any wrecker or towing charges for getting out of the location.

Customer's Representative _____

Order Time 7am Amount 193.5 CY
Delivery address or directions Chickasha

Remit To:
KRCC, LLC
2400 NE 4th Street
Oklahoma City, OK 73117

Telephone 405-733-9682

KRCC-LLC

Oklahoma City
405-733-9682
matthews
JOB NUMBER: 23-876
chickasha
TICKET # 873

START DATE: 2023-09-27 TIME: 07:38:17
STOP DATE: 2023-09-27 TIME: 14:20:09

MIX DESIGN: CLSM

RAW CEMENT COUNTS: 30199
RAW CONVEYOR COUNTS: 5148060
CONVEYOR SPEED: 60
TOTAL YARDS 115.7

MATERIAL	RATE SETTING	TOTAL
CE-CEMENT	2.1LBS/SEC	23132.4L
SA-SAND	1.2 GATE	133548.6
ST-STONE	1.7 GATE	148320.9
WA-WATER	15.4GAL/MIN	1404.9GA
A1-ADMIX1	3.7OZ/MIN	322.00Z
A2-ADMIX2	0.00Z/MIN	0.00Z
A3-ADMIX3	0.00Z/MIN	0.00Z
FF-FIBER	0.0LBS/MIN	0.0LBS

TOTAL SA-SAND MOISTURE: 0.0
TOTAL SA-SAND WATER: 0.0GAL
TOTAL ST-STONE MOISTURE: 0.0
TOTAL ST-STONE WATER: 0.0GAL

TOTAL ADMIX WATER: 0.0GAL

WATER/CEMENT RATIO: 1.228

Name
NOTES:

KRCC-LLC

Oklahoma City
405-733-9682
matthews
JOB NUMBER: 23-876
chickasha
TICKET # 874

START DATE: 2023-09-28 TIME: 07:21:07
STOP DATE: 2023-09-28 TIME: 08:43:23

MIX DESIGN: CLSM

RAW CEMENT COUNTS: 6211
RAW CONVEYOR COUNTS: 1058923
CONVEYOR SPEED: 60
TOTAL YARDS 23.8

MATERIAL	RATE SETTING	TOTAL
CE-CEMENT	2.1LBS/SEC	4757.6LB
SA-SAND	1.2 GATE	27470.1L
ST-STONE	1.7 GATE	30812.7L
WA-WATER	22.5GAL/MIN	740.4GAL
A1-ADMIX1	3.7OZ/MIN	123.8OZ
A2-ADMIX2	0.00Z/MIN	0.00Z
A3-ADMIX3	0.00Z/MIN	0.00Z
FF-FIBER	0.0LBS/MIN	0.0LBS

TOTAL SA-SAND MOISTURE: 0.0
TOTAL SA-SAND WATER: 0.0GAL
TOTAL ST-STONE MOISTURE: 0.0
TOTAL ST-STONE WATER: 0.0GAL

TOTAL ADMIX WATER: 0.0GAL

WATER/CEMENT RATIO: 1.299

Name
NOTES:

KRCC-LLC

Oklahoma City
405-733-9682
matthews
JOB NUMBER: 23-876
chickasha
TICKET # 877

START DATE: 2023-09-28 TIME: 09:02:08
STOP DATE: 2023-09-28 TIME: 11:58:22

MIX DESIGN: CLSM

RAW CEMENT COUNTS: 14075
RAW CONVEYOR COUNTS: 2399591
CONVEYOR SPEED: 60
TOTAL YARDS 54.0

MATERIAL	RATE SETTING	TOTAL
CE-CEMENT	2.1LBS/SEC	10781.4L
SA-SAND	1.2 GATE	61720.9L
ST-STONE	1.7 GATE	70340.4L
WA-WATER	18.0GAL/MIN	1853.8GA
A1-ADMIX1	3.7OZ/MIN	332.00Z
A2-ADMIX2	0.00Z/MIN	0.00Z
A3-ADMIX3	0.00Z/MIN	0.00Z
FF-FIBER	0.0LBS/MIN	0.0LBS

TOTAL SA-SAND MOISTURE: 0.0
TOTAL SA-SAND WATER: 0.0GAL
TOTAL ST-STONE MOISTURE: 0.0
TOTAL ST-STONE WATER: 0.0GAL

TOTAL ADMIX WATER: 0.0GAL

WATER/CEMENT RATIO: 1.435

Name
NOTES:

LLC

890.00

C-230747



(Handwritten initials)

City
9682
S
ORDER: 23-876
Chickasha OK
933

TAK: DATE: 2023-10-16 TIME: 09:41:38
TOP DATE: 2023-10-16 TIME: 13:17:57

IX DESIGN: CLSM

AW CEMENT COUNTS: 20889
AW CONVEYOR COUNTS: 3561145
CONVEYOR SPEED: 60
TOTAL YARDS 80.1

CONCRETE DELIVERY TICKET

ATERIAL RATE SETTING TOTAL
E-CEMENT 2.1LBS/SEC 16001.0L
A-SAND 1.2 GATE 84282.0L
ADJUSTED: 13:02:16
T-STONE 1.7 GATE 104389.6
ADJUSTED: 13:13:34
A-WATER 16.0GAL/MIN 2455.3GA
1-ADMIX1 3.7OZ/MIN 546.4OZ
2-ADMIX2 0.0OZ/MIN 0.0OZ
3-ADMIX3 0.0OZ/MIN 0.0OZ
F-FIBER 0.0LBS/MIN 0.0LBS

TOTAL SA-SAND MOISTURE: 0.0
TOTAL SA-SAND WATER: 0.0GAL
TOTAL ST-STONE MOISTURE: 0.0
TOTAL ST-STONE WATER: 0.0GAL

TOTAL ADMIX WATER: 0.0GAL

WATER/CEMENT RATIO: 1.281

Name: *(Signature)*
NOTES:

Driver: *Edgar*
Truck # *101*
Ticket# *933*
Job/PO # 23-876

Mix Design # KRCCCLSM
Concrete Class Flowable Fill
Aggregate N/A

Admixtures
AEA Y Stop 1
MRWRA N Stop 2
HRWRA N Stop 3
SE N Stop 4
Ice N
Pumped N Washout On Site? Y/N

			al Lbs
Cement	200	16020	16001
Sand	1080	86508	84282
Stone	1320	105732	104389
Water	35	2803.5	2455

Admixture	Admixture	Design oz	Total oz	Actual oz
1	AEA	5.86	469.386	546
2	SE	0	0	
3	MRWRA	0	0	
3	HRWRA	0	0	

Drivers are not permitted to add water to the mix to exceed the maximum designed slump. Drivers are prohibited from delivering concrete except under the truck's own power and where site conditions permit the safe and proper operation of his equipment. Drivers are not permitted to go beyond the curb line, except upon the authorization of the customer and the customer's acceptance of all risk for any loss or damage to the property or our equipment. This includes any wrecker or towing charges for getting out of the location.

Customer's Representative

Order Time 7am Amount 80.1 CY
Delivery address or directions Chickasha

Remit To:
KRCC, LLC
2400 NE 4th Street
Oklahoma City, OK 73117

Telephone 405-733-9682

10/26/23
Per Allie -
Not Tax Exempt

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Public Works

Agenda Item No. 4.h.

AGENDA ITEM: Discussion, consideration, and possible action to approve Change Order No. 3 for CMA-2301, Sanitary Sewer Main Installation to accommodate US 81 Highway Realignment and authorize the Chairman to execute the same.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Change Order No. 3 for CMA-2301, Sanitary Sewer Main Installation to accommodate US 81 Highway Realignment and authorize the Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
Jim Crosby, Public Works Director	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

1. Change Order 3 proposed



Chickasha Municipal Authority
CHANGE ORDER

Project: CMA-2301		Change Order No. 3
Project Description: Sanitary Sewer Main Installation to accommodate US 81 Highway Realignment		
Requested Changes & Reasons: Deductive change order to delete Change Order 1 from the project cost. Change Order 1 was approved by the CMA on October 16, 2023. Change Order 1 provided for an extension of the sanitary sewer main. Additional information obtained after approval determined that this additional work was not necessary. This work was not completed and is therefore being deleted from the project cost.		
Location: Northwest of US Highway 81 at US Highway 62	At Station: 401+25	To Station: N/A

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

UNDERRUN

Item No.	Item Description	Qty	Units	Unit Price	Unit Total	Days Req'd
N/A	DEDUCTIVE CHANGE ORDER - DELETE CO1	1	EA	\$ (52,700.00)	\$ (52,700.00)	0
					\$ (52,700.00)	0

OVERRUN: \$ (52,700.00) **NET CHANGED DAYS:** 0

The prices for additional items have been compared with other contract prices and are fair for the amount of work involved.

3/10/2024

Date

R Scott Vaughn

Owner's Representative

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 \$ -52,700.00 and/or 0 days as full compensation for making the above changes in accordance with the governing specifications.

CONTRACTOR

BY:

TITLE:

Project Manager

Subscribed and sworn before me this 7 day of March, 2024.

My Commission Expires:

August 6, 2024



Tracey King
Notary Public

CMA-2301 CO2

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Public Works

Agenda Item No. 4.i.

AGENDA ITEM: Discussion, consideration, and possible action to approve Pay Application No. 2 in the amount of \$436,472.06 - CMA-2301 - Sanitary Sewer Main Replacement US Hwy 81 project to Matthews Trenching Co., Inc.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve Pay Application No. 2 in the amount of \$436,472.06 - CMA-2301 - Sanitary Sewer Main Replacement US Hwy 81 project to Matthews Trenching Co., Inc.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
Jim Crosby, Public Works Director	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

- 20240329134516126

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 2/22/2024

DEPT: LINE MAINTENANCE

DELIVER TO: PUBLIC WORKS

☐ open
 ☒ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☐	Vendor # 2 ☐	Vendor # 3 ☐
NAME	MATTHEWS TRENCHING CO		
ADDRESS	P. O. BOX 14579		
CITY	OKC		

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	SANITARY MAIN REPLACEMENT		\$ 436,472.06		
TOTAL			\$ 436,472.06	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 436,472.06	\$ 0.00	\$ 0.00
TOTAL FREIGHT					
TOTAL			\$ 436,472.06	\$ 0.00	\$ 0.00

DISBURSEMENT

FUND: 55

DEPT: 553

ITEM: 6450-044.2

COMMENTS: INVOICE #

ALL EXPENDITURES OF MORE THAN \$500 MUST BE SUPPORTED BY VERBAL OR WRITTEN QUOTATIONS, MORE THAN \$1,000 MUST BE SUPPORTED BY FORMAL WRITTEN QUOTATIONS AND MORE THAN \$3,500 MUST BE DONE THROUGH A FORMAL BID PROCESS.
 QUOTATIONS MUST BE FROM AT LEAST THREE (3) RESPONSIBLE BIDDERS AND MUST BE ATTACHED.

QUOTATIONS TAKEN BY:(Printed Name/Signature)_____

CIRCLE ONE	APPROVAL
BID ONLY RUSH CONTRACT ONLY	DEPARTMENT HEAD
	DIRECTOR OF FINANCE
QUOTATIONS ONLY EMERGENCY PURCHASE	CITY MANAGER

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO OWNER:

Chickasha Municipal Authority
117 North 4th St.
Chickasha, OK 73018

FROM CONTRACTOR:

Matthews Trenching Co., Inc.
P.O. Box 15479
Oklahoma City, OK 73155

Via Email to

PROJECT: CMA-2301

Sanitary Sewer Main Replacement
US HWY 81

APPLICATION: 2

PERIOD TO: 10/31/2023

PROJECT: CMA-2301

CUSTOMER NO.

CONTRACT DATE: 3/6/2023

Distribution to:

☐ OWNER☐ ARCHITECT☐ CONTRACTOR

MTCI Project No. 876

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 616,600.00
2. Net change by Change Orders 7,965.00 \$ ~~52,700.00~~
3. CONTRACT SUM TO DATE (Line 1 + 2) 624,565.00 \$ ~~669,300.00~~
4. TOTAL COMPLETED & STORED TO DATE 624,565.00 \$ ~~669,300.00~~
(Column G on G703)
5. RETAINAGE:
 - a. ~~0~~ % of Completed Work \$ 0.00 ~~33,465.00~~
(Column D + E on G703)
 - b. ~~0~~ % of Stored Material \$ 0.00
(Column F on G703)Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 0.00 ~~33,465.00~~
6. TOTAL EARNED LESS RETAINAGE 624,565.00 \$ ~~635,835.00~~
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 188,092.93
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ ~~447,742.07~~
436,472.06
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00 ~~33,465.00~~
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month	\$52,700.00	\$0.00
TOTALS	\$52,700.00	\$0.00
NET CHANGES by Change Order		\$52,700.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that payment shown herein is now due.

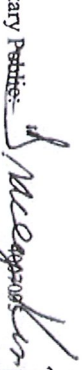
CONTRACTOR:

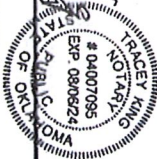
By: 

Date:

12/4/2023

State of Oklahoma County of Oklahoma
Subscribed and sworn to before me this 4th Day of December

Notary Public: 
My Commission Expires: August 6th, 2024



ENGINEERS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ ~~447,742.07~~

436,472.06

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:



Date:

2/29/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA® © 1992
Users may obtain validation of this document by requesting a completed AIA Document D401-Certification of Documents' Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

G702-1992

QUANTITY SUMMARY

Payment Application No. 2
Project CMA-2301
Date of Invoice: 12/4/2023
For Services From: October 1st, 2023
To: October 31st, 2023

Sanitary Sewer Main Replacement
Meridian Avenue from NW 28th Street to HW 33rd Street

REMIT TO:

Matthews Trenching Company, Inc.
PO Box 15479
Oklahoma City OK 73155

Item #	Description	PLAN QUANTITIES			WORK COMPLETED				STORED MTRL'S.		SUMMARY	
		Unit	Estimated Quantity	Total Estimated Price	Prev Qty (Last Claim)	Title Est	Total Qty To Date	Percent Comp. To Date	\$ Earned To Date	Total Stored Material Costs	Total Completed and Stored	Percent Completed and Stored
01-01	14" DIP Sanitary Trenching	LF	710	\$ 286,250.00		710.00	710.00	100.00%	\$ 286,250.00	-	\$ 286,250.00	100.00%
01-02	14" DIP Sanitary Bored	LF	400	\$ 250,000.00	300.00	100.00	400.00	100.00%	\$ 250,000.00	-	\$ 250,000.00	100.00%
01-03	Sanitary Sewer Manhole	EA	4	\$ 20,000.00		4.00	4.00	100.00%	\$ 20,000.00	-	\$ 20,000.00	100.00%
01-04	Concrete (Low Strength Material)	CV	230	\$ 33,000.00		273.10	273.10	124%	\$ 33,000.00	\$ 40,965.00	\$ 73,965.00	100.00%
01-05	Sewer Flow Control	LS	1	\$ 15,000.00		1.00	1.00	100.00%	\$ 15,000.00	-	\$ 15,000.00	100.00%
01-06	Abandon Sewer Main	CV	38	\$ 11,400.00		38.00	38.00	100.00%	\$ 11,400.00	-	\$ 11,400.00	100.00%
01-07	14" Pipe Trenching	LS	1	\$ 1,500.00		1.00	1.00	100.00%	\$ 1,500.00	-	\$ 1,500.00	100.00%
01-08	Deflection Testing	LS	1	\$ 1,500.00		1.00	1.00	100.00%	\$ 1,500.00	-	\$ 1,500.00	100.00%
01-09	Demolition Removal	SV	27	\$ 9,450.00		27.00	27.00	100.00%	\$ 9,450.00	-	\$ 9,450.00	100.00%
01-10	P.C. Paying Repair	EA	1	\$ 3,500.00		1.00	1.00	100.00%	\$ 3,500.00	-	\$ 3,500.00	100.00%
01-11	Label Pole Removal & Reel	LS	1	\$ 2,500.00		1.00	1.00	100.00%	\$ 2,500.00	-	\$ 2,500.00	100.00%
01-12	Construction Traffic Control	LS	1	\$ 52,700.00		0	0	0%	\$ 0	-	\$ 0	0%
01-13	CO #1 (See Attached for Detail)	LS	1	\$ 52,700.00		0	0	0%	\$ 0	-	\$ 0	0%
01-14												
01-15												
01-16												
01-17												
01-18												
01-19												
01-20												
01-21												
01-22												
01-23												
01-24												
01-25												
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01-27												
01-28												
01-29												
01-30												
01-31												
01-32												
01-33												
01-34												
TOTAL				\$ 659,300.00			624,565.00	100.00%	\$ 624,565.00	-	\$ 624,565.00	101%

In compliance with Title 62 of the Oklahoma Statutes, Section 310.9 A & B all architects, contractors, engineers, or material suppliers conducting business with the City of Chickasha, Oklahoma are required to complete (sign and notarize) this affidavit.

STATE OF OKLAHOMA)
COUNTY OF:)
OTHER STATE:)
COUNTY OF:)
Vendor #)
PO #)
Name)
\$ 447,742.07)
COUNTY OF:)

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

(Signature - Contractor, Supplier, or Engineer)
Subscribed and sworn to before me this 4th day of December, 2023.



Tracey King
Notary

Company Name: Matthews Teaching
Address: P.O. Box 15474
City: Oklahoma City
State: OK
Zip: 73155

CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Public Works

Agenda Item No. 4.j.

AGENDA ITEM: Discussion, consideration, and possible action to approve Pay Application No. 2 in the amount of \$32,640.00 - CMA-2203 - Sanitary Sewer Main Replacement -US Hwy 62 near 16th Street project to Matthews Trenching Co., Inc.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Discussion, consideration, and possible action to approve Pay Application No. 2 in the amount of \$32,640.00 - CMA-2203 - Sanitary Sewer Main Replacement -US Hwy 62 near 16th Street project to Matthews Trenching Co., Inc.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
Jim Crosby, Public Works Director	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From)		

V. ATTACHMENTS:

- 20240329141238066

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 2/26/2024

DEPT: LINE MAINTENANCE

DELIVER TO: PUBLIC WORKS

☐ open ☒ rec

PO # _____

VENDOR # _____

VENDORS	Vendor # 1 ☐	Vendor # 2 ☐	Vendor # 3 ☐
NAME	MATTHEWS TRENCHING		
ADDRESS	P. O. BOX 14579		
CITY	OKC		

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	SANITARY MAIN REPLACEMENT		\$ 32,640.00		
TOTAL			\$ 32,640.00	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 32,640.00	\$ 0.00	\$ 0.00
TOTAL FREIGHT					
TOTAL			\$ 32,640.00	\$ 0.00	\$ 0.00

DISBURSEMENT

FUND: _____

DEPT: _____

ITEM: _____

COMMENTS:

ALL EXPENDITURES OF MORE THAN \$500 MUST BE SUPPORTED BY VERBAL OR WRITTEN QUOTATIONS, MORE THAN \$1,000 MUST BE SUPPORTED BY FORMAL WRITTEN QUOTATIONS AND MORE THAN \$3,500 MUST BE DONE THROUGH A FORMAL BID PROCESS.
QUOTATIONS MUST BE FROM AT LEAST THREE (3) RESPONSIBLE BIDDERS AND MUST BE ATTACHED.

QUOTATIONS TAKEN BY: (Printed Name/Signature) _____

CIRCLE ONE	APPROVAL
BID ONLY RUSH CONTRACT ONLY	DEPARTMENT HEAD
	DIRECTOR OF FINANCE
QUOTATIONS ONLY EMERGENCY PURCHASE	CITY MANAGER

10/14/2013

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2

TO OWNER:

Chickasha Municipal Authority
117 North 4th St.
Chickasha, OK 73018

PROJECT: CMA-2203 Sanitary Sewer Ma

Replacement
US HWY 62 Near 16th St.

APPLICATION: 2

Distribution to:

☐ OWNER☐ ARCHITECT☐ CONTRACTOR

VIA ARCHITECT:

PERIOD TO: 10/31/2023

PROJECT: CMA-2203

CUSTOMER NO. ☐

CONTRACT DATE: 2/6/2023

☐☐☐☐☐☐☐☐☐☐☐☐☐

P.O. Box 15479

Oklahoma City, OK 73155

Matthews Trenching Co., Inc.

Via Email to

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that payment shown herein is now due.

MTCI Project No. 873

1. ORIGINAL CONTRACT SUM

\$ 317,500.00

2. Net change by Change Orders

\$ 27,000.00

3. CONTRACT SUM TO DATE (Line 1 + 2)

\$ 344,500.00

4. TOTAL COMPLETED & STORED TO DATE

\$ 339,300.00

(Column G on G703)

5. RETAINAGE:

a. 0 % of Completed Work \$ 0.00

(Column D + E on G703)

b. 0 % of Stored Material \$ 0.00

(Column F on G703)

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

\$ 0.00

6. TOTAL EARNED LESS RETAINAGE

\$ 339,900.00

(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

\$ 306,660.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE

\$ 32,640.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

\$ 5,200.00

(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTRACTOR:

By:

Date:

11/30/2023

State of Oklahoma County of Oklahoma

Subscribed and sworn to before me this 23rd Day of June

Notary Public: *Shawn Swendson*My Commission Expires: *01/15/2024*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 32,640.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By:

Date:

2/25/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

QUANTITY SUMMARY

Payment Application No. 2
Project CMA-2203
Date of Invoice: 11/30/2023
For Services From: October 1st, 2023
To: November 1st, 2023

Sanitary Sewer Main Replacement
US Highway 62 Near 18th St.

REMIT TO:

Mathews Trenching Company, Inc.
PO Box 15479
Oklahoma City OK 73155

Item #	Unit Description	PLAN QUANTITIES				WORK COMPLETED				STORED MTRLS.		SUMMARY	
		Unit	Price	Estimated Quantity	Total Estimated Price	Prev Qty (Last Claim)	This Est	Total Qty To Date	Percent Comp. To Date	\$ Earned To Date	Total Stored Material Costs	Total Completed and Stored	Percent Completed and Stored
01-01	12" PVC Sanitary	LF	\$ 290.00	299	\$ 59,800.00	299.00		299.00	100.00%	\$ 59,800.00	-	\$ 59,800.00	100.00%
01-02	6" PVC Sanitary	LF	\$ 400.00	20	\$ 8,000.00	20.00		20.00	100.00%	\$ 8,000.00	-	\$ 8,000.00	100.00%
01-03	20" Culvert	LF	\$ 600.00	290	\$ 174,000.00	290.00		290.00	100.00%	\$ 174,000.00	-	\$ 174,000.00	100.00%
01-04	Sanitary Manhole	EA	\$ 5,000.00	2	\$ 10,000.00	2.00		2.00	100.00%	\$ 10,000.00	-	\$ 10,000.00	100.00%
01-05	Sewer Flow Control	LS	\$ 35,000.00	1	\$ 35,000.00	1.00		1.00	100.00%	\$ 35,000.00	-	\$ 35,000.00	100.00%
01-06	Abandon Sewer Main	CY	\$ 520.00	30	\$ 15,600.00	20.00		20.00	66.67%	\$ 10,400.00	-	\$ 10,400.00	66.67%
01-07	Leak Test	LS	\$ 2,500.00	1	\$ 2,500.00	1.00		1.00	100.00%	\$ 2,500.00	-	\$ 2,500.00	100.00%
01-08	Deflection Test	LS	\$ 5,000.00	1	\$ 5,000.00	1.00		1.00	100.00%	\$ 5,000.00	-	\$ 5,000.00	100.00%
01-09	Const. Traffic Control	LS	\$ 3,600.00	1	\$ 3,600.00	1.00		1.00	100.00%	\$ 3,600.00	-	\$ 3,600.00	100.00%
01-10	Site Restoration	LS	\$ 1,500.00	1	\$ 1,500.00	1.00		1.00	100.00%	\$ 1,500.00	-	\$ 1,500.00	100.00%
01-11	Reuse Manhole To Grade	LS	\$ 27,000.00	1	\$ 27,000.00	1.00		1.00	100.00%	\$ 27,000.00	-	\$ 27,000.00	100.00%
01-12	Change Order #1 (See Attached for Detail)												
01-13													
01-14													
01-15													
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01-27													
01-28													
01-29													
01-30													
01-31													
01-32													
01-33													
01-34													
TOTAL					\$ 344,500.00					\$ 339,300.00	-	\$ 339,300.00	98.49%

QUANTITY SUMMARY

Payment Application No. 2
Project CMA-2203
Date of Invoice: 11/30/2023
For Services From: October 1st, 2023
To: November 1st, 2023

Sanitary Sewer Main Replacement
US Highway 62 Near 16th St.

REMIT TO:
Matthews Trenching Company, Inc.
PO Box 15479
Oklahoma City OK 73155

		PLAN QUANTITIES			WORK COMPLETED				STORED MTRL.		SUMMARY	
Item #	Description	Unit	Estimated Quantity	Total Estimated Price	Prev Qty (Last Claim)	This Total Qty To Date	Percent Comp. To Date	\$ Earned To Date	Total Stored Material Costs	Total Completed and Stored	Percent Completed and Stored	

In compliance with Title 62 of the Oklahoma Statutes, Section 310.9 A & B all architects, contractors, engineers, or material suppliers conducting business with the City of Chickasha, Oklahoma are required to complete (sign and notarize) this affidavit.

STATE OF OKLAHOMA)
) ss
COUNTY OF: _____)

OTHER STATE: _____)
) ss
COUNTY OF: _____)

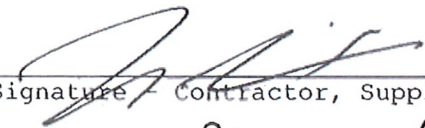
Vendor # _____

PO # _____

Name Matthews Trenching

\$ 15,675.00

The undersigned (architect, contractor, supplier, or engineer) of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services, or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the State of Oklahoma, any county or local subdivision of the state, or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.


(Signature of Contractor, Supplier, or Engineer)

Subscribed and sworn to before me this 30 day of November 2021.

Allie Snowden 04/15/2026

Notary Public for Oklahoma



Company Name: Matthews Trenching

Address: P.O. Box 15479

City: Oklahoma City State: OK Zip: 73155

UTILITY COMPANIES

CITY OF CHICKASHA
LINE MAINTENANCE DEPT
405-222-6082
117 N. 4TH STREET
CHICKASHA, OK 73018

AEP-PSD
580-222-7636
DAVID PAULK
TDPALUK@AEP.COM

CONTINUUM MIDSTREAM
CODY VICKREY
405-973-5210

MEDICINE PARK TELEPHONE

AT&T
GREG CLARKSON
405-291-6941

SUDDENLINK
877-612-5036
1108 S. 4TH STREET
CHICKASHA, OK 73018

CHICKASHA MUNICIPAL AUTHORITY

PLAN OF PROPOSED

SANITARY SEWER MAIN REPLACEMENT

NEAR 16TH STREET AT
US HIGHWAY 62

CHRIS MOSLEY
MAYOR/CHAIRMAN
JIM CROSBY
PUBLIC WORKS DIRECTOR
RFP CMA-2203

INDEX OF SHEETS

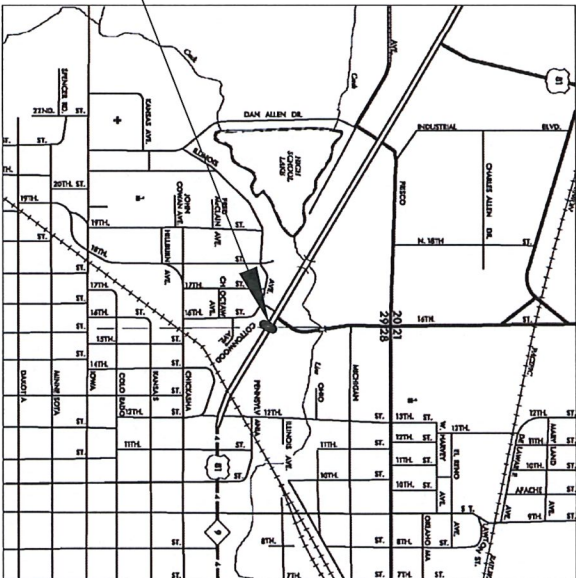
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	PAY QUANTITIES AND NOTES
3	PLAN AND PROFILE
3A	PLAN AND PROFILE (NO CONTOURS)
4	CROSSING PROFILE
SSM1	SANITARY SEWER MAIN DETAILS
SSM2	SANITARY SEWER MAIN DETAILS
SSM3	CAST-IN-PLACE MANHOLE DETAILS
SSM4	PRECAST MANHOLE DETAILS
N/A	SURVEY DRAWING

PRIOR TO PERFORMING ANY GRADING OR EXCAVATING WORK, THE CONTRACTOR SHALL CALL OKEB11, THE OKLAHOMA ONE-CALL SYSTEM NOT LESS THAN 48 HOURS IN ADVANCE AND SHALL VERIFY OR ESTABLISH THE EXACT LOCATION AND DEPTH OF ALL UNDERGROUND LINES.



THE ENTIRE PROJECT LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF CHICKASHA.

PROJECT
LOCATION



LOCATION MAP

AS-BUILT

PROJECT LENGTH = 299.0 FEET

EXCEPTION: NONE

CITY OF CHICKASHA/CHICKASHA MUNICIPAL AUTHORITY STANDARDS AND SPECIFICATIONS, ODEQ RULES AND REGULATIONS AND OKLAHOMA DEPARTMENT OF TRANSPORTATION UTILITY PERMIT RULES AND REGULATIONS AS SPECIFIED IN THE BID PROPOSAL AND OTHER CONTRACT DOCUMENTS SHALL GOVERN THE WORK.

8/14/2022

DATE

RANDALL SCOTT VAUGHN, O.K.L.A. REG. NO. 15194



DIGITALLY SIGNED

PREPARED BY:



CHISHOLM TRAIL CONSULTING, LLC
OK CA 7771
2124 SCOTT LANE
DUNCAN, OK 73533
580-467-8130

GENERAL CONSTRUCTION NOTES

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY OF CHICKASHA STANDARD SPECIFICATIONS, ODEQ REGULATIONS, OKLAHOMA DEPARTMENT OF TRANSPORTATION UTILITY PERMIT REGULATIONS AND THE CONSTRUCTION DRAWINGS.

ALL COSTS OF MAINTENANCE DURING CONSTRUCTION AND BEFORE THE PROJECT IS ACCEPTED SHALL BE INCLUDED IN THE UNIT PRICES BID ON THE VARIOUS PAY ITEMS. THE CONTRACTOR SHALL MAINTAIN THE WORK DURING CONSTRUCTION AND UNTIL THE PROJECT IS ACCEPTED. THIS MAINTENANCE SHALL CONSTITUTE CONTINUOUS AND EFFECTIVE WORK PROSECUTED DAY BY DAY, WITH ADEQUATE EQUIPMENT AND FORCES TO THE END THAT THE DRAINAGE CHANNEL, PRIVATE PROPERTY AND STRUCTURES ARE KEPT IN A SATISFACTORY CONDITION AT ALL TIMES. IF THE CONTRACTOR, AT ANY TIME, FAILS TO COMPLY WITH THESE PROVISIONS, THE OWNERS REPRESENTATIVE MAY IMMEDIATELY NOTIFY THE CONTRACTOR OF SUCH NON-COMPLIANCE. IF THE CONTRACTOR FAILS TO REMEDY UNSATISFACTORY MAINTENANCE WITHIN 24 HOURS AFTER RECEIPT OF SUCH NOTICE, THE OWNER MAY IMMEDIATELY PROCEED TO MAINTAIN THE PROJECT, AND THE ENTIRE COST OF THIS MAINTENANCE WILL BE DEDUCTED FROM MONIES DUES OR BECOME DUE TO THE CONTRACTOR ON THIS CONTRACT.

THE CONTRACTOR SHALL NOTIFY THE CITY OF CHICKASHA IN WRITING A MINIMUM OF TWO WEEKS AND NO MORE THAN 30 DAYS PRIOR TO STARTING WORK.

THE CONTRACTOR SHALL NOTIFY THE CITY OF CHICKASHA IN WRITING A MINIMUM OF FIVE (5) DAYS AND A MAXIMUM OF TEN (10) DAYS PRIOR TO THE CLOSING OF ANY CITY STREET OR ROAD, INCLUDING LANE CLOSURES.

THE PROJECT SHALL BE COMPLETED WITHOUT CLOSING ANY PORTION OF US HIGHWAY 62 TO TRAFFIC. CONSTRUCTION TRAFFIC CONTROL SHALL BE INSTALLED ON US HIGHWAY 62 TO INDICATE THAT UTILITY WORK IS TAKING PLACE, IN ACCORDANCE WITH ODOT REQUIREMENTS.

CONTRACTOR SHALL GIVE WRITTEN NOTICE TO ALL RESIDENTS, OCCUPANTS OR BUSINESSES THAT MAY BE AFFECTED BY THE WORK. SAID WRITTEN NOTICE SHALL BE DELIVERED NO LESS THAN 48 HOURS, NOR MORE THAN 2 WEEKS PRIOR TO THE START TIME OF ANY DISRUPTION. THE WRITTEN FORM MAY BE "DOOR HANGERS", BUT IN ANY EVENT SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO USE. AT A MINIMUM, THE FORM SHALL CONTAIN: PROJECT IDENTIFICATION, CONTRACTOR NAME, CONTRACTOR ADDRESS, CONTRACTOR TELEPHONE NUMBER, TYPE OF CONSTRUCTION, REASON FOR AFFECTING OR DISRUPTING SERVICE AND DURATION OF SUCH.

REVISIONS PROPOSED BY THE CONTRACTOR SHALL BE SUBMITTED TO THE OWNERS REPRESENTATIVE FOR APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION SUBJECT TO THE REVISION.

IN THE EVENT ANY PORTION OF A PUBLIC STREET IS CLOSED DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING, INSTALLING AND MAINTAINING ALL TRAFFIC CONTROL DEVICES. CONSTRUCTION TRAFFIC CONTROL SHALL BE DONE ACCORDING TO THE STANDARDS SET FORTH IN THE CURRENT EDITION OF THE MUTCD, "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO ENSURE ADEQUATE DRAINAGE DURING CONSTRUCTION. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.

ANY DAMAGE CAUSED BY THE CONTRACTOR TO ANY STRUCTURES, PARKING AREAS, ROADWAY SURFACES, STRIPING, RAISED PAVEMENT MARKERS, SIGNS, GUARDRAIL, SLOPES OR OTHER FEATURES SHALL BE REPAIRED AT CONTRACTORS EXPENSE TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE.

THE PROJECT SHALL BE CONSTRUCTED TO MAINTAIN ACCESS TO ALL PROPERTIES AT ALL TIMES.

GENERAL CONSTRUCTION NOTES (CONT.)

BIDDERS SHALL FULLY INFORM THEMSELVES OF THE NATURE OF THE WORK AND CONDITIONS UNDER WHICH IT WILL BE PERFORMED. THE CONTRACTOR SHALL ADOPT METHODS CONSISTENT WITH GOOD CONSTRUCTION PRACTICE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT DAMAGE IN EXISTING RIGHT-OF-WAY. ANY DAMAGE DONE DUE TO CONTRACTORS NEGLIGENCE SHALL BE PREPARED AT THE CONTRACTORS EXPENSE TO THE SATISFACTION OF THE OWNERS REPRESENTATIVE.

THE PRICE BID ON ALL ITEMS SHALL INCLUDE ALL MATERIALS, LABOR, AND INCIDENTALS NECESSARY TO COMPLETE THE WORK AS SHOWN ON THE PLANS.

EXISTING UTILITIES MAY OR MAY NOT BE SHOWN ON PLAN SHEETS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE INFLECTED TO THE EXISTING UNDERGROUND UTILITIES WITHIN THE PROJECT AREA AS A RESULT OF THEIR DIGGING, TRENCHING, BORING, ETC., PRIOR TO DIGGING NEAR THE UTILITIES. THE CONTRACTOR SHALL CALL THE ONE 811 NOTIFICATION CENTER FOR A LIST OF ALL UNDERGROUND FACILITIES REGISTERED IN THE AREA OF CONSTRUCTION. THE ONE 811 NOTIFICATION CENTER MAY BE NOTIFIED ONLINE AT okd811.org, BY CALLING 811 OR 1-800-522-6543. DEPTH OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

THE CITY OF CHICKASHA WILL COORDINATE ANY NECESSARY UTILITY RELOCATIONS.

SANITARY SEWER MATERIALS AND INSTALLATION SHALL MEET THE REQUIREMENTS OF OKLAHOMA ADMINISTRATIVE CODE 252.656 AND THE SPECIFICATIONS AND DETAILS PROVIDED.

CONTRACTOR SHALL CONDUCT OPERATIONS SO AS TO ENSURE THE PROPERTY AT 402 N. 16TH STREET IS SECURE FROM UNAUTHORIZED VISITORS AT ALL TIMES. MEASURES TO BE TAKEN SHALL INCLUDE AT A MINIMUM: 1) KEEP EXISTING GATE CLOSED AT ALL TIMES WHEN NOT IN USE AND 2) RE-INSTALL CHAIN LINK RIGHT-OF-WAY FENCE AT THE END OF EACH DAYS WORK PRIOR TO LEAVING THE SITE.

PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY
SUMMARY OF QUANTITIES - SANITARY SEWER MAIN			
1	12" PVC SANITARY SEWER MAIN, INSTALLED	(1) LF	289.00
2	6" PVC SANITARY SEWER MAIN, INSTALLED	(1) LF	20.00
3	20" CASING, INSTALLED	(2) EA	290.00
4	SANITARY SEWER MANHOLE, INSTALLED	(3) EA	2.00
5	SEWER FLOW CONTROL	(4) LSUM	1.00
6	ABANDON SEWER MAIN (PLUG AND GROUT)	(5) CY	-2.00
7	LEAKAGE TESTING	(6) LSUM	1.00
8	DEFLECTION TESTING	(7) LSUM	1.00
9	CONSTRUCTION TRAFFIC CONTROL	(8) LSUM	1.00
10	SITE RESTORATION	(9) LSUM	1.00
12	CHANGE ORDER 1	LSUM	1.00

PAY ITEM NOTES:

PAYMENT WILL BE MADE ACCORDING TO THE SUMMARY OF QUANTITIES.

(1) PAY ITEM IS FOR SOLID WALL PVC PIPE INSTALLED COMPLETE. REFER TO SECTIONS 600, 610 AND 662 AND THESE DRAWINGS.

(2) PAY ITEM IS FOR STEEL CASING PIPE INSTALLED COMPLETE. REFER TO SECTIONS 620 AND 664. THE SPECIAL PROVISIONS AND THESE DRAWINGS. PRICE BID FOR THIS ITEM SHALL INCLUDE THE COST OF RESTORATION OF EXISTING SURFACES TO ORIGINAL CONDITION OR BETTER, AS APPROVED BY THE OWNERS REPRESENTATIVE.

(3) PAY ITEM IS FOR MANHOLES, INSTALLED COMPLETE. REFER TO SECTIONS 600, 626 AND 627 AND THESE DRAWINGS. PRICE BID FOR THIS ITEM SHALL INCLUDE THE COST OF REMOVAL OF ONE EXISTING MANHOLE AT STATION 17+90.

(4) PAY ITEM IS FOR TEMPORARY SEWER FLOW CONTROL, INCLUDING TEMPORARY BYPASS PUMPING. REFER TO SECTION 618.

(5) PAY ITEM IS FOR ABANDONING, CLEANING, GROUTING AND PLUGGING EXISTING SANITARY SEWER MAIN, COMPLETE. REFER TO SECTION 614.

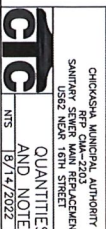
(6) PAY ITEM IS FOR LEAKAGE TESTING OF ALL NEW SANITARY SEWER PIPE AND MANHOLES IN ACCORDANCE WITH ODEQ REGULATIONS AND THE SPECIFICATIONS. REFER TO SECTION 625.

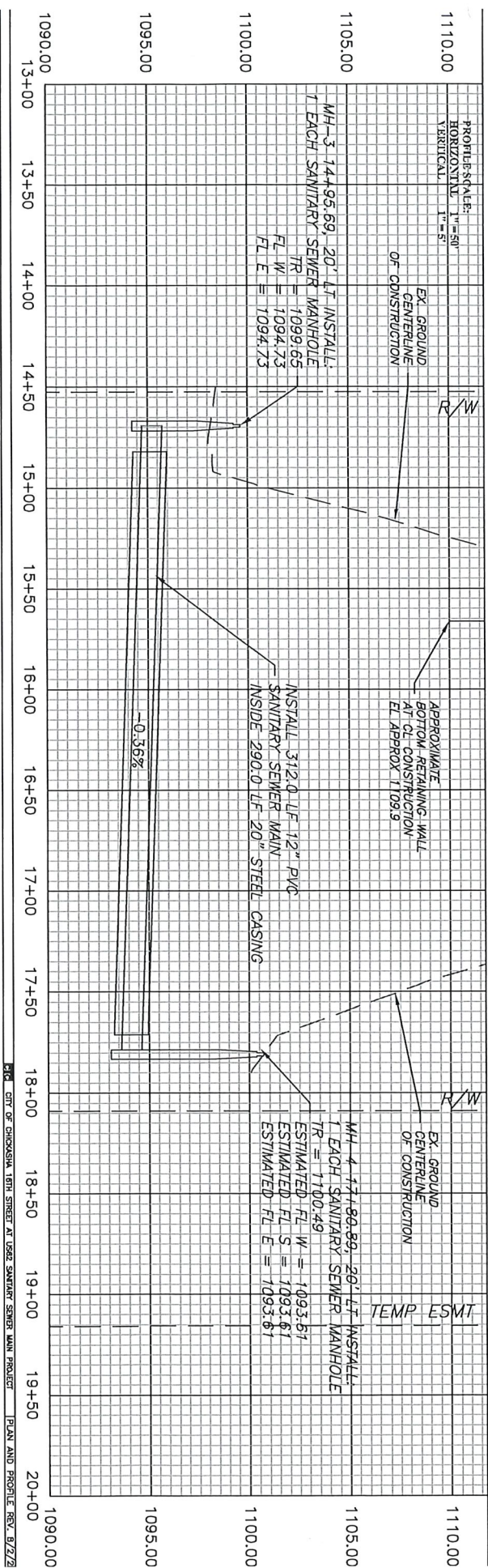
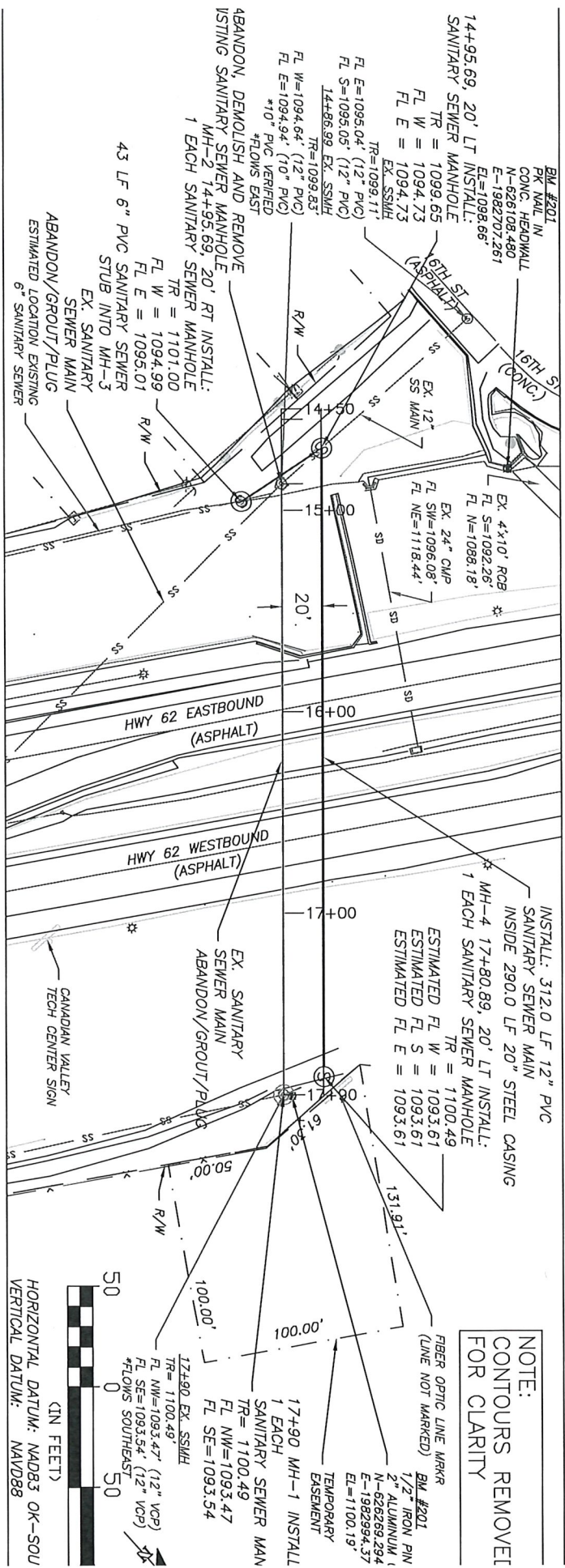
(7) PAY ITEM IS FOR DEFLECTION TESTING OF ALL NEW SANITARY SEWER PIPE IN ACCORDANCE WITH ODEQ REGULATIONS AND THE SPECIFICATIONS. REFER TO SECTION 623.

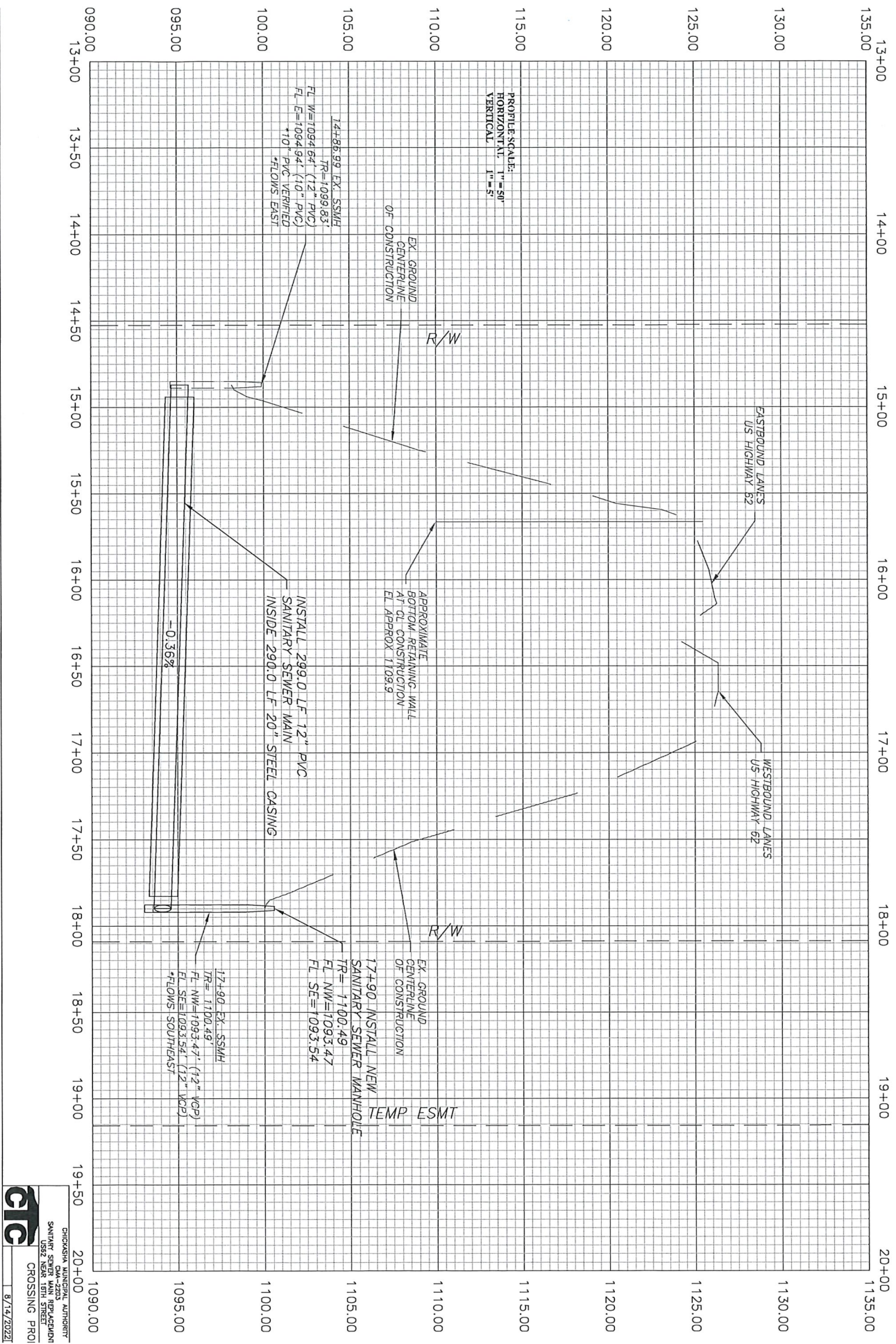
(8) PAY ITEM IS FOR INSTALLATION, MAINTENANCE AND REMOVAL UPON COMPLETION OF NECESSARY CONSTRUCTION TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH ODOT REQUIREMENTS AND MUTCD REQUIREMENTS.

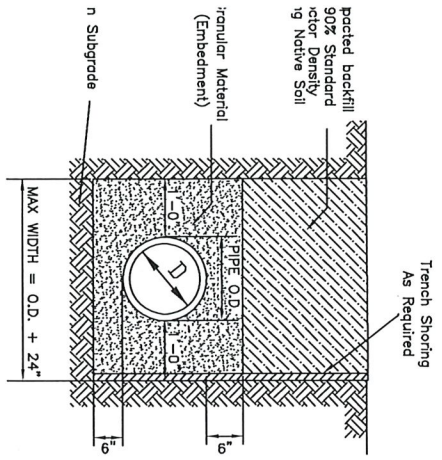
(9) PAY ITEM IS FOR MAKING REPAIRS AND TAKING ALL CORRECTIVE ACTION NECESSARY TO RESTORE THE WORK AREA TO A CONDITION AS GOOD AS IN EXISTENCE AT THE TIME WORK STARTS, IN A MANNER APPROVED BY THE OWNERS REPRESENTATIVE. ITEMS TO BE RESTORED INCLUDE, BUT ARE NOT LIMITED TO, FENCES, PARKING AREA SURFACE AND SODDED AREAS.

PAY ITEM INCLUDES COST OF KEEPING PROPERTY AT 402 N. 16TH SECURE FROM UNAUTHORIZED VISITORS AT ALL TIMES DURING CONSTRUCTION.

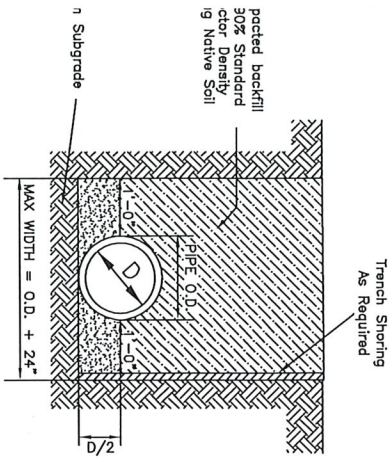






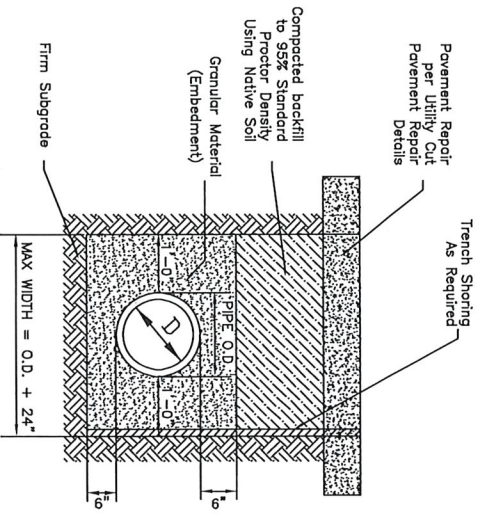


FLEXIBLE PIPE TYPICAL

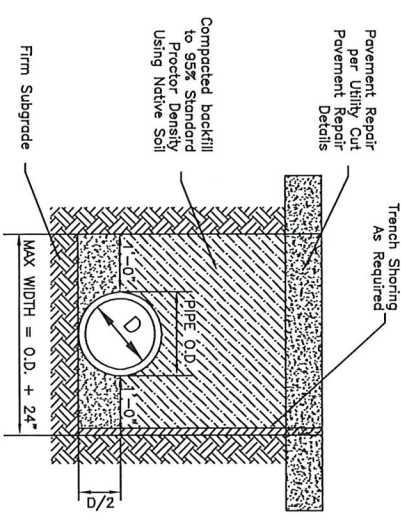


RIGID PIPE TYPICAL

TRENCH WIDTHS			
NOMINAL PIPE DIAMETER (INCHES)	MINIMUM TRENCH WIDTH (INCHES)	MAXIMUM TRENCH WIDTH (INCHES)	
8	22	34	
10	24	38	
12	28	40	
15	34	42	

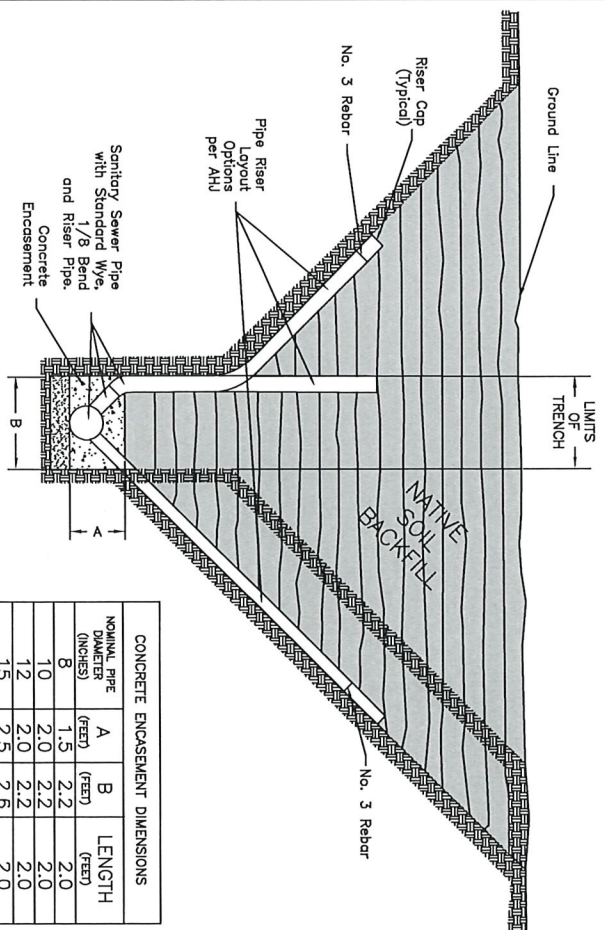


FLEXIBLE PIPE UNDER PAVEMENTS



RIGID PIPE UNDER PAVEMENTS

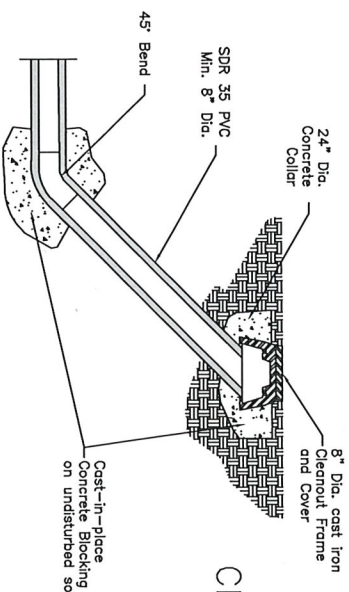
TRENCH TYPICALS



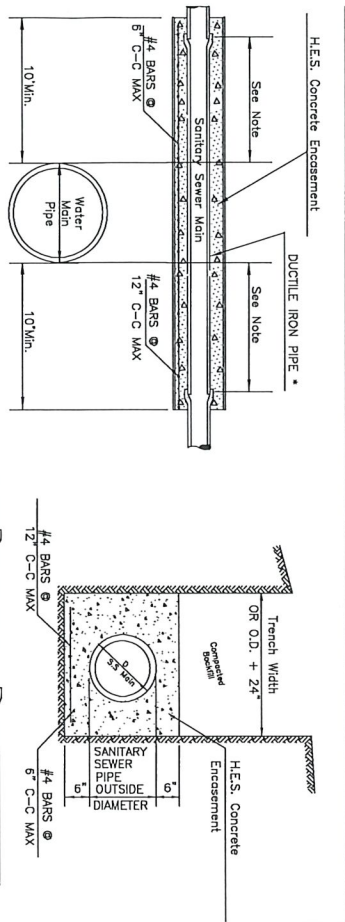
RISER PIPE OPTIONS

1. Riser Pipe constructed in a vertical trench with No. 3 Rebar supports as required, backfilled with suitable native soil in compliance with the specifications.
2. Riser Pipe constructed in a vertical trench with 1/8 bend on a 1:1 slope, supported by No. 3 Rebar as required, backfilled with suitable native soil in compliance with the specifications.
3. Riser Pipe constructed on a 1:1 slope connected to a Wye with No. 3 Rebar supports as required, backfilled with suitable native soil in compliance with the specifications.
4. When tapping existing sanitary sewer main, using a Wye saddle and clamp in accordance with AHJ requirements.

CONCRETE ENCASUREMENT DIMENSIONS			
NOMINAL PIPE DIAMETER (INCHES)	A (FEET)	B (FEET)	LENGTH (FEET)
8	1.5	2.2	2.0
10	2.0	2.2	2.0
12	2.0	2.2	2.0
15	2.5	2.6	2.0



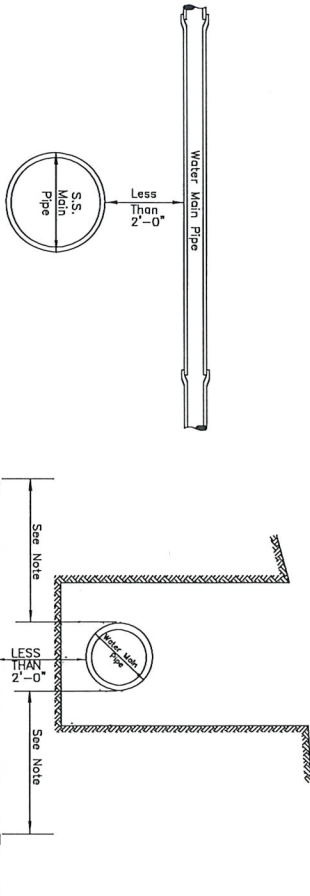
CLEANOUT DETAILS



NOTE: CONCRETE ENCASUREMENT IS TO EXTEND 4-INCHES PAST THE NEAREST JOINT AT OR BEYOND THE 10-FOOT MINIMUM SHOWN. REINFORCEMENT STEEL SHALL HAVE TWO INCHES OF CONCRETE COVER. THE ENGINEER MAY APPROVE OTHER MEANS OF STRUCTURAL SUPPORT OF THE SANITARY SEWER MAIN.

*NOTE: IF CLEARANCE BETWEEN WATER MAIN AND SS MAIN IS LESS THAN 2 FEET DUCTILE IRON PIPE TO BE CENTERED OVER WATER LINE SO THAT JOINTS ARE PLACED EQUAL DISTANCE FROM CROSSING AS SHOWN.

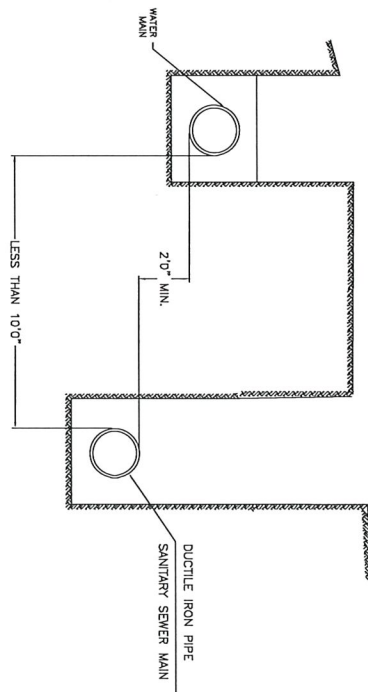
TYPICAL SECTIONS FOR WATER MAIN BELOW SEWER MAIN



NOTE: DUCTILE IRON PIPE TO BE CENTERED UNDER WATER LINE SO THAT JOINTS ARE PLACED EQUAL DISTANCE FROM CROSSING AS SHOWN.

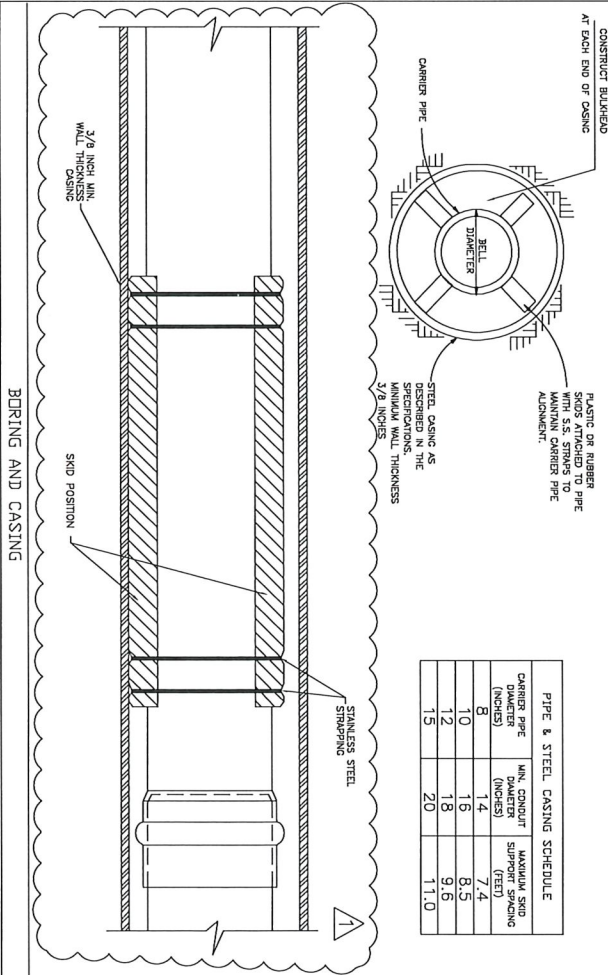
TYPICAL SECTIONS FOR WATER MAIN LESS THAN 2-FOOT ABOVE SEWER MAIN

WATER LINE AND SEWER CROSSINGS



WATER AND SEWER LINES WITH HORIZONTAL CLEARANCE OF LESS THAN TEN FEET

PIPE & STEEL CASING SCHEDULE			
CARRIER PIPE DIAMETER (INCHES)	MIN. CONDUIT DIAMETER (INCHES)	MAXIMUM SPACING (FEET)	MAXIMUM SPACING (FEET)
8	14	7.4	
10	16	8.5	
12	18	9.6	
15	20	11.0	



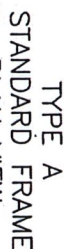
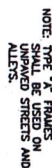
Revisions		DATE	BY
1	1/1/2019	1/1/2019	1/1/2019
2	1/1/2019	1/1/2019	1/1/2019
3	1/1/2019	1/1/2019	1/1/2019
4	1/1/2019	1/1/2019	1/1/2019
5	1/1/2019	1/1/2019	1/1/2019
6	1/1/2019	1/1/2019	1/1/2019
7	1/1/2019	1/1/2019	1/1/2019
8	1/1/2019	1/1/2019	1/1/2019
9	1/1/2019	1/1/2019	1/1/2019
10	1/1/2019	1/1/2019	1/1/2019

CITY OF CHICAGO
15TH STREET AT US 42
SANITARY SEWER MAIN
DETAILS
NTS 3/30/2019

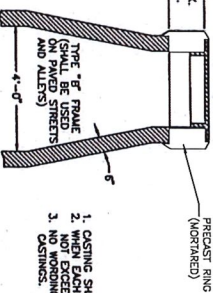
STANDARD
POURED-IN-PLACE
DROP MANHOLE



SECTION B-B



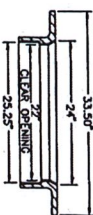
TYPICAL SECTION
TO BE USED ON EXISTING AND FUTURE PAVING



GENERAL NOTES

1. CASTING SHALL CONFORM TO THE A.S.T.M. SPECIFICATIONS FOR GRAY-IRON CASTINGS, SERIAL DESIGNATION A 48-74.
2. WHEN EACH COVER IS PLACED IN ANY POSITION IN ITS ASSOCIATED FRAME, THE SIDE PLAT IN ANY DIRECTION SHALL NOT EXCEED ONE-FOURTH (1/4) INCH.
3. NO WELDING OR MARKINGS OF ANY KIND, OTHER THAN THOSE SHOWN ON THE PLAN, WILL BE PERMITTED ON THESE CASTINGS.

MANHOLE COVER
UNDERSIDE PLAN VIEW



SECTION H-H

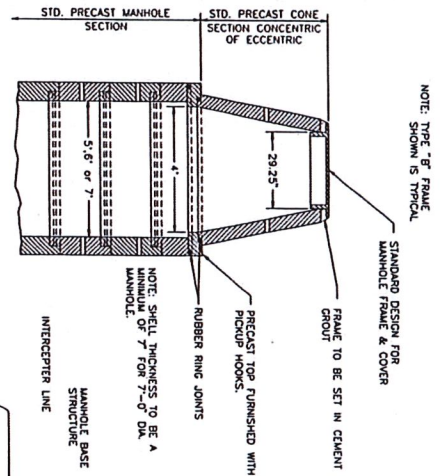
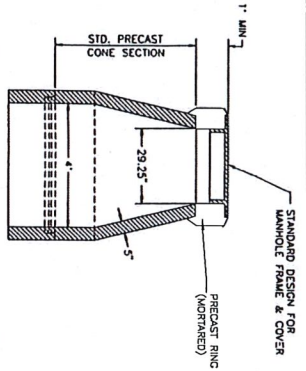
SCALE - 2X

CITY OF CHICKASHA 16TH STREET AT US 82 SANITARY SEWER MAIN REPLACEMENT		CAST-IN-PLACE DETAILS		NTS	7/24/2011
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GENERAL NOTES

1. ALL PRECAST COMPONENTS SHALL BE REINFORCED WITH THE RESPECTIVE A.S.T.M. SPECIFICATIONS. (C-47)
2. REINFORCED CONCRETE WALL THICKNESS SHALL BE GOVERNED BY A.S.T.M. SPECIFICATIONS.
3. ALL JOINTS SHALL HAVE APPROVED RUBBER RINGS.
4. ALL LIFTING HOLES SHALL BE REINFORCED WITH CONE SECTIONS SHALL BE COATED WITH TWO COATS OF INERT APPROVED TOLUOL.
5. ALL LIFTING HOLES SHALL BE REINFORCED WITH CONE SECTIONS SHALL BE COATED WITH TWO COATS OF INERT APPROVED TOLUOL.
6. ALL MANHOLE FOR HANDWORK SHALL CONFORM TO STANDARD SPECIFICATIONS.
7. ALL MANHOLE FOR HANDWORK SHALL CONFORM TO STANDARD SPECIFICATIONS.
8. THE MINIMUM COMPRESSIVE STRENGTH OF THE CONCRETE IN MANHOLE AND CONE SECTIONS SHALL BE 4,1

4'-0" DIAMETER MANHOLE (Concentric Cone)



5'-0", 6'-0", 7'-0" DIAMETER MANHOLE

MANHOLE BASE
STRUCTURE

INTERCEPT LINE

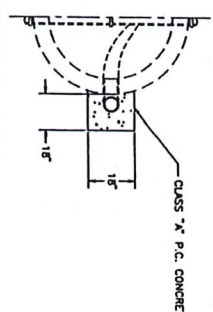


SUGGESTED PRE O.D. RANGE	A	B	C
3.5"-4.5"	7"	6.125"	4.25"
5.375"-7.0"	12"	10.875"	8.5"
7.0"-8.5"	12"	10.875"	8.5"
8.1875"-9.75"	12"	10.875"	9.25"
9.25"-11.0"	16"	14.875"	10.5"
10.75"-12.5"	16"	14.875"	12"
12.0"-12.75"	16"	14.875"	13.25"
14.5"-16.25"	20"	18.875"	15.75"
15.75"-17.5"	20"	18.875"	17"
19.5"-21.25"	24"	22.875"	20.75"

NOTE: ALL CLAMPS SHALL BE STAINLESS STEEL.

PIPE INSTALLATION DETAIL

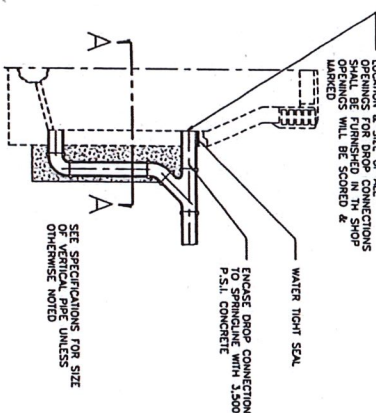
NOT TO SCALE



SECTION A-A

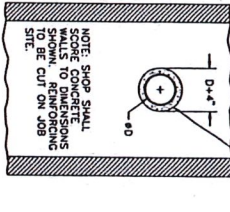
SCALE

SEE SPECIFICATIONS FOR SIZE
OF VERTICAL PIPE UNLESS
OTHERWISE NOTED



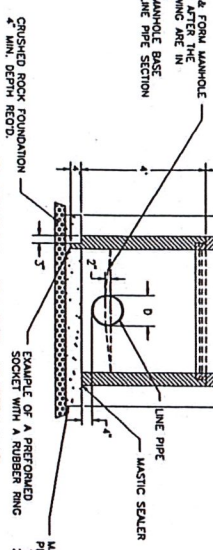
DROP MANHOLE CONNECTION

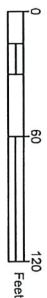
PIPE CONNECTION DETAILS



MANHOLE BOTTOM SHALL BE POURED OR PRECAST
PRECAST SHALL BE OF TWO TYPES:
1) FLAT PRECAST WITH RUBBER SEALER OR
2) BOTTOM WITH PRECAST SOCKET TO
ACCEPT A RUBBER RING.

4'-0" DIAMETER MANHOLE (Eccentric Cone)





Field Survey Conducted: April 2012

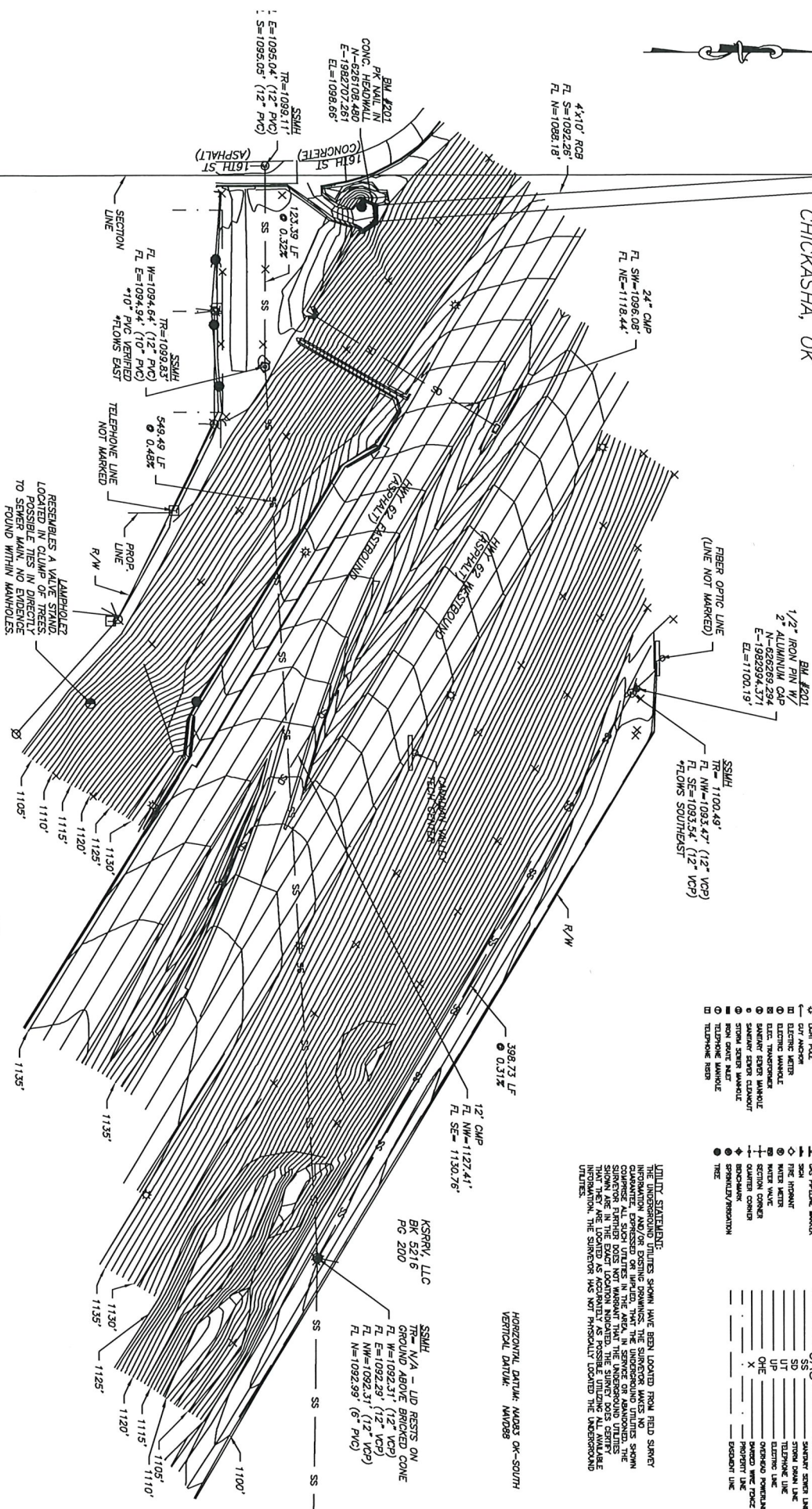
[illegible]

UTILITY STATEMENT:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR EXISTING DRAWINGS. THE SURREYOR WIVES NO GUARANTEE, EXPRESSED OR IMPLIED, THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. IN SERVICE OR ABANDONED, THE SURREYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION OR DEPTH OR CONDITION AS INDICATED. THE SURREYOR DOES NOT GUARANTEE THE ACCURACY OF ANY INFORMATION, THE SURREYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

HORIZONTAL DATUM: NAD83 OK-SOUTH
VERTICAL DATUM: NAVD88

KSRRV, LLC
BK 5216
PG 200

SSMH
TR- N/A - LID RESTS ON
GROUND ABOVE BRICKED
FL W=1092.31' (12" VCP
FL E=1092.29' (12" VCP,
FL NW=1092.31' (12" VC
FL N=1092.99' (6" PVC)



CHICKASHA

Meeting Type: CMA Agenda 4-1-2024

Meeting Date: 4/1/2024

Department: Public Works

Agenda Item No. 4.k.

AGENDA ITEM: Discussion, consideration, and possible action to approve repairs to the chain that drives the bar screen at the Waste Water Treatment Plant in the amount \$52,388.96 from the sole-source provider, Automatic Engineering, a Cogent Company.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Approve repairs to the chain that drives the bar screen at the Waste Water Treatment Plant in the amount \$52,388.96 from the sole-source provider, Automatic Engineering, a Cogent Company.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, Public Works Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: April 1, 2024	(From) 31-535-6400018.5		\$52,388.96

V. ATTACHMENTS:

- 20240329144322599

CITY OF CHICKASHA PURCHASE REQUEST

DATE: 3/8/2024

DEPT: WATER PLANT

DELIVER TO: PUBLIC WORKS

☐ open ☒ rec

PO # _____

VENDOR # 2613

VENDORS	Vendor # 1 ☐	Vendor # 2 ☐	Vendor # 3 ☐
NAME	AUTOMATIC ENGINEERING		
ADDRESS	8335 S 99TH W AVE		
CITY	TULSA		

BUDGET BALANCE	ITEM-DESCRIPTION	QTY	TOTAL PRICE VENDOR # 1	TOTAL PRICE VENDOR # 2	TOTAL PRICE VENDOR # 3
	PARTS TO FIX CHAIN				
	AT WATER PLANT				
	EMERGENCY REPAIR		\$ 52,388.96		
TOTAL			\$ 52,388.96	\$ 0.00	\$ 0.00
CASH DISCOUNT			()	()	()
TOTAL GROSS PRICE			\$ 52,388.96	\$ 0.00	\$ 0.00
TOTAL FREIGHT					
TOTAL			\$ 52,388.96	\$ 0.00	\$ 0.00

DISBURSEMENT
FUND: 31
DEPT: 535
ITEM: 6400018.5

COMMENTS: Emergency Repair

ALL EXPENDITURES OF MORE THAN \$500 MUST BE SUPPORTED BY VERBAL OR WRITTEN QUOTATIONS, MORE THAN \$1,000 MUST BE SUPPORTED BY FORMAL WRITTEN QUOTATIONS AND MORE THAN \$3,500 MUST BE DONE THROUGH A FORMAL BID PROCESS.
QUOTATIONS MUST BE FROM AT LEAST THREE (3) RESPONSIBLE BIDDERS AND MUST BE ATTACHED.

QUOTATIONS TAKEN BY: (Printed Name/Signature) _____

CIRCLE ONE			APPROVAL	
BID ONLY	RUSH	CONTRACT ONLY	DEPARTMENT HEAD	<i>James D. Curp</i>
QUOTATIONS ONLY	EMERGENCY PURCHASE		DIRECTOR OF FINANCE	
			CITY MANAGER	

SERVICE ESTIMATE

Customer: US Water Corporation Contact : Darrel White Date: 02/05/2024 Phone: 405-623-1176 Fax: Project:	Automatic - Municipal Tulsa 8335 S 89th W Ave Tulsa, OK 74131 Phone: 918-585-5703 Fax: 918-585-5707	 AUTOMATIC ENGINEERING A CUGENT COMPANY
Quote #: 7060365	Opp #: OP-589509	

Dear Darrel,

We are pleased to offer the following estimate for your review.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
1	1.00	SID-MFR		
		Serial Number - 589509		
	2.00	■ SPROCKET, FILTER SCREEN BOTTOM 316SS		
	2.00	RING,RETAINER		
	2.00	O-RING		
	2.00	V-RING		
	2.00	BEARING, LOWER SPROCKET		
	2.00	SPROCKET, SPLIT FILTER SCREEN TOP 316SS		
	2.00	HUB, TOP SPROCKET (Ø60MM SHAFT)		
	10.00	BOLT,SPECIAL W/ HARDWARE 10 - 316-K16M-2		
	10.00	BRUSH, TOP SPROCKET INCLUDES HARDWARE		
	28.80	CHAIN, FBS SCREEN		
	2.00	CHAIN, OFFSET LINK, FILTER SCREEN		
	2.00	LINK, MASTER STRAIGHT		
	146.00	DISC, PLASTIC SPACER, FBS PANEL MOUNTING		
	292.00	SCREW, FLAT HEAD SOCKET		
	292.00	SCREW, FLAT HEAD SOCKET		
	2.00	BEARING, TAKE-UP		
	2.00	FLANGE, STUB		
	2.00	CAP, BOTTOM SPROCKET FILTER SCREEN		
	2.00	DEVICE, SHAFT LOCKING		
	560.00	MILEAGE W/PICK-UP TRUCK		
	280.00	MILEAGE W/BOOM TRUCK OR ROLL BACK		
			Materials	\$25,218.96
	3.00	CONFINED SPACE ENTRY SERVICE CHARGE		
	89.00	Shop - Tier 3		
	52.00	Shop - Tier 3		
			Labor	\$27,170.00
			Total	\$52,388.96
			Total Estimate:	\$52,388.96

Delivery: 0 after receipt of P.O.
 FOB Point: Shipping Point
 Terms of Payment Upon Receipt
 Quote Validity: 15 Days

SERVICE ESTIMATE

Customer: US Water Corporation Contact : Darrel White Date: 02/05/2024 Phone: 405-623-1176 Fax: Project: Quote #: 7060365 Opp #: OP-589509	Automatic - Municipal Tulsa 8335 S 89th W Ave Tulsa, OK 74131 Phone: 918-585-5703 Fax: 918-585-5707  AUTOMATIC ENGINEERING A COGENT COMPANY
--	---

Dear Darrel,

We are pleased to offer the following estimate for your review.

Line No	Quantity	Description of Unit	Net Each	Net Ext.
1	1.00	SID-MFR Serial Number - 589509		
			Total	\$52,388.96
			Total Estimate:	\$52,388.96

Delivery: 0 after receipt of P.O.
FOB Point: Shipping Point
Terms of Payment Upon Receipt
Quote Validity: 15 Days

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

Quoted By:
Rick Sanchez
rsanchez@cogentcompanies.com

Salesrep:
Kurt Myers
kmyers@cogentcompanies.com

SERVICE ESTIMATE

Thank you for the opportunity to provide you with this estimate. Please let us know how you would like to proceed.

Quoted By:
Rick Sanchez
rsanchez@cogentcompanies.com

Salesrep:
Kurt Myers
kmyers@cogentcompanies.com

The chain that drives the bar screen in headworks at the WWTP has broken. We have reached out to the authorized company that services this system. They have been out to the plant and looked at the issue and have sent us this quote. We have looked into it and it seems to be a specialized job that requires them to bring a crane and pull the system out of the pit, lay it down and perform all of the necessary repairs, re-align the chain and then put it back in place and make sure everything is lined up correctly on this. We would like to know how you would like to proceed as we are bypassing the bar screen at this time. We are keeping a close eye on what is coming in and catching all the debris possible to keep the plant operating properly. Please reach out to me if you have any questions so we can get this process moving to get the repairs done and the screen operating properly again.

This is an emergency we have a lot of rags coming into the plant and pumps.

There is a risk of losing a pump.

Derrick McDaniel
USW Utility Group
Project Manager, Chickasha WWTP/WTP

STANDARD TERMS AND CONDITIONS

Price is FOB shipping point and does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 15 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Unless otherwise expressly agreed to in writing by Seller, all shipments are FOB Seller shipping point at which point title also transfers.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of 'commercial transaction' invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

Revised March 2022