

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
DECEMBER 2, 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 Claims List.
 - b. Acceptance of the Minutes of the November 18, 2024 regular meeting.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion Items:**
 - a. Discussion, consideration and possible action to approve the Agreement for the Drainage Flume and Installation and Easement with Brock and

Valeries Marshall.

- b. Discussion, consideration, and possible action to award a contract for CMA-2403 - Sanitary Sewer Replacement to Leetech Services, LLC for the amount of \$164,497.00.
- c. Discussion, consideration, and possible action to award a contract for CMA-2401 - Water Main Construction - Ada Sipuel Avenue at Union Pacific Railroad to Bear Creek Construction, LLC in the amount of \$480,071.00.
- d. Discussion, consideration, and possible action to approve the land lease contract between the Chickasha Municipal Authority and Alan Schenk dba Dobe Farms and authorize the Chairman to execute the same.

5. Motion for Adjournment.

CHICKASHA

Meeting Type: CMA Agenda 12-2-2024

Meeting Date: 12/2/2024

Department: Finance

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:
December 2, 2024

V. ATTACHMENTS:

CHICKASHA

Meeting Type: CMA Agenda 12-2-2024

Meeting Date: 12/2/2024

Department: City Clerk

Agenda Item No. 2.b.

AGENDA ITEM: Acceptance of the Minutes of the November 18, 2024 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

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

Meeting Date:

V. ATTACHMENTS:

1. CMA 11-18-2024

November 18, 2024

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 18th day of November 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 Grayson called the meeting to order at 8:09 p.m.

ITEM 1.

Call to Order / Roll Call:

CHAIRMAN AND TRUSTEES

PRESENT:

Zachary Grayson, Chairman
Georgianne Hebblethwaite, Vice Chairman
Kelly Boyd
Oscar Nelson
Kea Ginn
John P. Smith
Erica Alexander
Charlie Burruss
Brian Gerdes

ABSENT:

None.

STAFF

PRESENT:

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

ITEM 2.

Consent Docket: ITEM 2a – ITEM 2c.

ITEM 2a.

Acceptance of the Minutes of November 4, 2024, regular meeting.

ITEM 2b.

Acceptance of the Claims List.

ITEM 2c. Acceptance of the Financials for October 2024.

*Motion by Trustee Alexander, second by Trustee Gerdes to approve Items 2a – 2c.

Roll call vote:

Ayes:” Boyd, Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes, and Grayson.

“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:

ITEM 4a Discussion, consideration, and possible action to approve a contract with Matthews Trenching Co., Inc. for CMA-2407 – Emergency Waterline Repair/Replacement Stillwater Central Railroad at Chickasha Water Treatment Plant in the amount of \$282,950.00.

*Motion by Trustee Smith, second by Trustee Alexander to approve a contract with Matthews Trenching Co., Inc. for CMA-2407 – Emergency Waterline Repair/Replacement Stillwater Central Railroad at Chickasha Water Treatment Plant in the amount of \$282,950.00.

Roll call vote:

Ayes:” Nelson, Ginn, Hebblethwaite, Smith, Alexander, Burruss, Gerdes, Boyd, and Grayson.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

Motion to Adjourn.

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

Meeting adjourned.

TIME: 8:11 PM

Approved this 2nd day of December 2024.

Zachary Grayson, Chairman

Susan M. McDaniel, CMC – City Clerk

(ATTEST)

CHICKASHA

Meeting Type: CMA Agenda 12-2-2024

Meeting Date: 12/2/2024

Department: Community Development

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to approve the Agreement for the Drainage Flume and Installation and Easement with Brock and Valeries Marshall.

I. BACKGROUND/DESCRIPTION:

This agreement will reimburse the property owners at 219 Willow Creek, for putting in a drainage flume to help with water being discharged onto their property from a storm sewer along their property in a drainage easement on Pondridge.

The property owner will pay the contractor and once work is complete and built to the attached plans the CMA will accept the flume and an easement will be given to the city of Chickasha.

This will address some water concerns from the Red Bud Ridge subdivision.

The total we will pay them is 20,000.00 based on invoices and charges from their contractor.

Once complete, a correct survey of the flume will be done and dedicated back to the City of Chickasha.

II. RECOMMENDED ACTION:

Motion to approve the Agreement for the Drainage Flume and Installation and Easement with Brock and Valeries Marshall.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Jim Crosby, City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 2, 2024	(From)	52-552-6450-016	

V. ATTACHMENTS:

1. 20241122093949422
2. D24103 219 WILLOWCREEEK RD CHICKASHA DRAINAGE (3)

AGREEMENT FOR DRAINAGE FLUME INSTALLATION AND EASEMENT

THIS AGREEMENT is made this ____ day of _____, 2024, by and between _____, husband and wife, ("Marshalls") having a notice address of _____ and the City of Chickasha, Grady County, State of Oklahoma, a municipal corporation ("City") having a notice address of 117 North 4th Street Chickasha, Oklahoma 73018.

The Marshalls are the fee owner of certain real property situated within the municipal limits of the City of Chickasha, Oklahoma, located at _____.

The Marshalls have determined that the installation of a drainage flume on a certain portion of their real property will improve drainage, including addressing runoff resulting from nearby areas, such as the Redbud Ridge Subdivision.

The Marshalls desire to have a drainage flume installed on their real property.

The City has determined that improving drainage within the City of Chickasha is a proper public purpose.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Construction of Drainage Flume

- **Contractor Selection:** The Marshalls shall select and contract with a licensed contractor of their choosing to construct the drainage flume in accordance with the Specifications as noted below. The Marshalls shall directly pay the contractor for his services.
- **Specifications:** The drainage flume shall be constructed in accordance with the specifications on file with the City of Chickasha Community Development Office (the "Specifications"). Such specifications are incorporated by reference as if fully set forth herein. Provided that for thirty (30) days following the signing of this Agreement, the Marshalls, their agents, contractors and engineers shall have the right to review the specifications and propose changes to the specifications. Should the Marshalls determine that the specifications on file with the City of Chickasha Community Development Office are not suitable for the intended purpose, then the Marshalls shall have the right to terminate this Agreement by providing written notice to the City.
- **Completion and Notification:** Upon completion of the installation, the Marshalls shall notify the City within five (5) business days for purposes of inspection.

2. Drainage Easement and Reimbursement

- **Grant of Easement:** Upon completion and City inspection of the drainage flume, the Marshalls shall grant the City a perpetual, non-exclusive drainage easement over the area encompassing the drainage flume and associated facilities (the "Easement Area"). This easement shall be in a mutually agreeable form, authorize the construction, maintenance,

repair, inspection, improvement, operation of drainage facilities and allow ingress and egress for the City and the City's employees and agents to access the Easement Area.

- **Recording:** The easement shall be recorded with the County Clerk of Grady County prior to any reimbursement required pursuant to this Agreement. A legal description of the Easement Area shall be prepared by a qualified professional and mutually agreed upon by the parties before recording. The City shall bear the cost of the survey.

3. Condition Precedents to Reimbursement:

- The following shall be condition precedents to reimbursement by the City: Upon satisfactory inspection of the installation of the drainage flume by the City, the Marshalls shall provide documentation and receipts detailing the costs incurred for the drainage flume which shall be reviewed by the City. Additionally, the Marshalls shall provide the City a drainage easement executed by the Marshalls to be recorded by the City. Upon completion of the above requirements, the City shall reimburse the Marshalls for the costs incurred in the construction of the drainage flume, up to a maximum amount of Twenty Thousand Dollars (\$20,000).

4. City Protections and Waiver of Claims

- **Release of Past and Future Claims:** By entering into this Agreement, the Marshalls hereby waive and release any and all claims, suits, demands, causes of action, complaints, administrative proceedings or grievances of whatever kind or nature, whether known or unknown, and whether asserted or not and does hereby now and forever release and discharge the City, the Chickasha Municipal Authority and all their present or former members of the City Council, Trustees, officers, agents, servants, attorneys and employees, from any and all claims, suits, demands, causes of action, complaints, administrative proceedings or grievances of whatever kind or nature, whether known or unknown, and whether asserted or not, including, but not limited to, claims for damages, attorney fees or any other relief, pertaining to drainage issues on their Property, including any existing or future drainage issues arising from the Redbud Ridge Subdivision or other surrounding areas.
- **Limitation of Liability:** The City shall not be liable for any damage to the Property or any part thereof arising from the construction, existence, or operation of the drainage flume. The Marshalls assume full responsibility for selecting a qualified contractor and ensuring adherence to the Specifications.

5. Maintenance and Repair

- **City Responsibility:** Following completion and acceptance, the City shall assume responsibility for the ongoing maintenance and repair of the drainage flume within the Easement Area.

- **Cooperation:** The Marshalls agree to cooperate with the City to facilitate any necessary access to the Easement Area for the purposes of maintenance, construction, improvement, operation, repair, or inspection by City personnel, contractors, and equipment.

6. No Warranties or Guarantees

The City makes no warranty, express or implied, regarding the adequacy of the drainage flume to address all drainage issues affecting the Property. The Marshalls acknowledge and accept that this Agreement does not constitute a guarantee or assurance that the drainage flume will prevent flooding, erosion, or any other adverse drainage conditions on the Property.

7. Binding Effect and Governing Law

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns, and any future owners of the Property. This Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be in the District Courts of Grady County.

8. Entire Agreement

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings and agreements.

9. Joint Preparation

This Agreement is to be deemed to have been prepared jointly by the parties hereto after arms-length negotiations, and any uncertainty or ambiguity existing herein shall not be construed against any party on the ground that one party or the other drafted some or all of this Agreement or any related document.

10. Severability.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

**Brock and Valerie Marshall,
Individually and as Husband and Wife**

Brock Marshall
Brock Marshall

Valerie Marshall
Valerie Marshall

THE CITY OF CHICKASHA, GRADY
COUNTY, OKLAHOMA

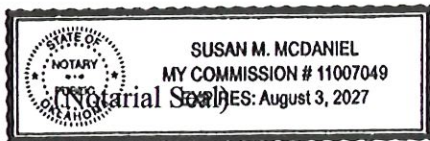
By _____
Mayor

Attest:

City Clerk
(seal)

STATE OF OKLAHOMA)
)
COUNTY OF GRADY) SS:

This instrument was acknowledged before me on the 21st day of November, 2024, by Brock Marshall and Valerie Marshall, husband and wife to me known to be the identical persons who subscribed their names of the maker thereof to the foregoing instrument and acknowledged before me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.



Susan M. McDaniel
Notary Public

My Commission Expires:

JIM GENDILL, PE

FORENSIC STRUCTURAL ENGINEERING AND DRAINAGE ASSESSMENTS

2520 Valley View Rd. Edmond, OK 73034
(405) 590-1894 (Gendill.engineering@proton.me)



ENGINEERING REPORT #24103

DRAINAGE ASSESSMENT PREPARED FOR

BROCK & VALERIE MARSHALL
219 WILLOWCREEK RD.
CHICKASHA, OK, 73018



4/21/2024

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JIM GENDILL, PE

FORENSIC STRUCTURAL ENGINEERING AND DRAINAGE ASSESSMENTS

2520 Valley View Rd. Edmond, OK 73034
(405) 590-1894 (Gendill.engineering@proton.me)

ENGINEERING REPORT #24103

April 21, 2024

Mr. & Ms. Marshall
219 Willowcreek Rd.
Chickasha, OK 73018

Dear Mr. & Ms. Marshall:

Re: Drainage Assessment of 219 Willowcreek Rd., Chickasha, OK 73018

EXECUTIVE SUMMARY:

On April 16, 2024, I met with Mr. & Ms. Marshall to review and assess the drainage issues affecting the subject property, as well as acquaint myself with the physical layout of the site and physical constraints of the project.

The issue consists of a 24" CMP (corrugated metal pipe) installed on their property in a strip of land between their easterly property boundary and Pondridge Rd. The drainage pipe discharges onto their private property and flows to the north into a holding pond. Although the holding pond is a part of the Marshall's property proper, it is also the receiving water for City drainage that is within dedicated drainage easements. The drainage pipe in question is not within a designated drainage easement.

An undeveloped parcel of land southeast of the Marshall's that is prepped for development drains to a catch basin located in the westerly gutter pan of Pondridge Rd. in alignment with a strip of land owned by Mr. & Ms. Marshall (see Figure 1). The 24" CMP in question is connected to this catch basin.

The area of land to be developed drains into Pondridge Dr., which slopes toward the catch basin, and was laid out on an aerial map to determine the drainage basin contributing to the storm water collected in the catch basin, and hence discharge onto the Marshall's property. Based upon the volume of water within the drainage basin, the 24" CMP conveying the storm water was found to be undersized for the volume of water calculated for a 100-year storm event. The overflow at the catch basin continues

flowing downhill to a second catch basin 507-feet in a northerly direction. Based upon the evidence found at the second catch basin, the drainage pipe from this catch basin routed to the pond is undersized as well. Sedimentation around the second catch basin is in evidence, indicating that the pipe fills to capacity and causes the storm water to back up on the street.



Figure 1: OVERVIEW OF SITE

QUALIFICATIONS:

I hold a Master of Science degree in Civil Engineering, with 45 years engineering experience and a valid license to practice Civil Engineering in the State of Oklahoma. During the course of my career, I have held the position of City Engineer for two municipalities: Page, Arizona and Edmond, Oklahoma. I have specialized in forensic structural engineering and analysis for the past twenty-four years encompassing more than 6,500 residential and commercial structural analysis for failures, displacement, and defects in the Oklahoma City area. In addition to or in tandem with structural assessments, I have performed 7,227 drainage assessments. I am a member of the American Society of Civil Engineers, the National Association of Professional Engineers, and a presenter with Half Moon Seminars on the subject of "Forensic Structural Engineering" and "International Building Code, 2015."

BACKGROUND:

The subject residential dwelling is a single-story structure with a walk-out basement, is clad in brick veneer covering the exterior walls, built in 1973, and has a gable roof system. The foundation is a slab-on-grade type foundation; however, the supporting perimeter foundation was not visible and could not be determined as to its construction. The front elevation of the dwelling faces southwest. The topography of the property is uneven; however, the rear area of the property slopes gently toward the pond north of the Marshall's dwelling.

OBSERVATIONS:

A large parcel of land to the southeast of the Marshall's property has been prepared for development, and is known as the Red Bud subdivision (Figure 1). Pondridge Rd. is the primary road servicing the new subdivision, onto which storm water runoff flows from each building site.

Pondridge Rd. laterally slopes from south to north, with a slight slope from the east curb and gutter to the west side of the road. Thus, storm water is directed toward the catch basins in the westerly gutters installed in Pondridge Rd.



Figure 2: OUTLET CONDITIONS OF THE 24" CMP

A 24" CMP (corrugated metal pipe) shown in Figure 2 connects to the catch basin and is routed from Pondridge Rd. across a small finger of land owned by the Marshall's to the eastern boundary of their property.

The outlet of the 24" CMP directs storm water to the north toward the pond. Erosion and undermining at the flared end section of the 24" CMP is occurring, as shown in Figure 2, as well as damage to the upper portion of the flared end section of the CMP. Erosion at the outlet of the culvert is the direct result of no erosion control installed at the end of the flared end section. Typically, a concrete cut-off wall and rip-rap resting on filter fabric is installed at the outlet end to break up the energy of the discharged water. As storm water flows downhill, plant material begins to erode from the soil leaving bare soil over which the water flows. Bare earth provides lower resistance to water flow, allowing the velocity of the water to increase. The increased velocity of the water accelerates, rutting the landscape.

A low area south of the CMP discharge traps runoff water until it fills the low point and flows as illustrated in Figure 2, adding to the erosion effort of the storm water. Figure 3 is a close-up of the low area.



Figure 3: CLOSE UP OF LOW AREA SOUTH OF THE 24" CMP INSTALLED

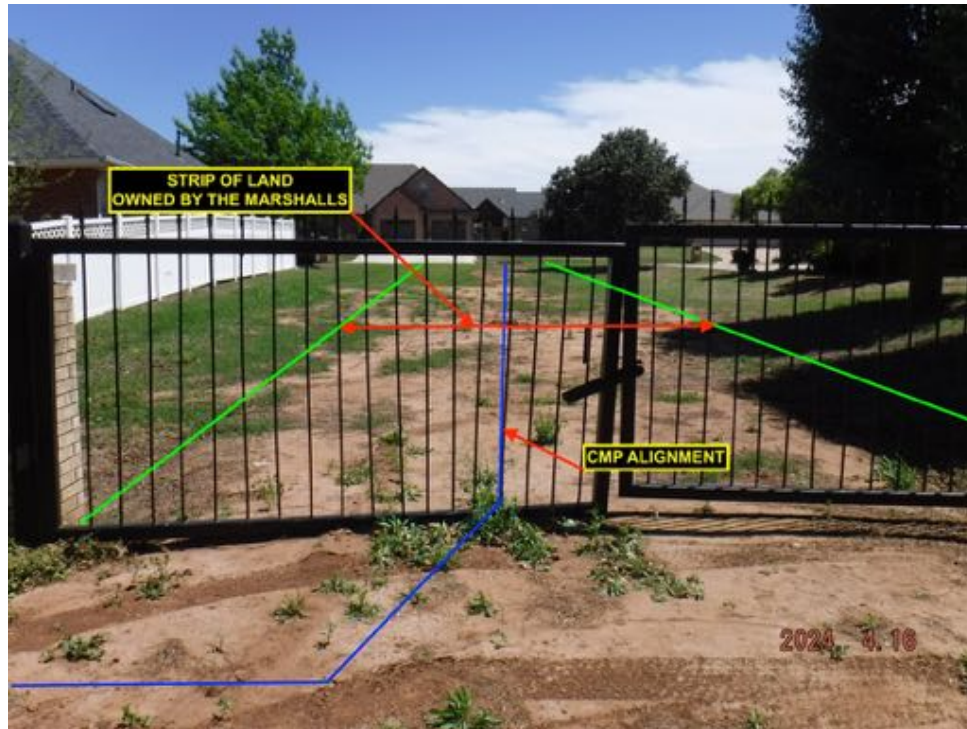


Figure 4: VIEW OF THE PIPE ALIGNMENT PLACED IN THE STRIP OF LAND OWNED BY THE MARSHALLS



Figure 5: VIEW FROM PONDRIIDGE RD. OF THE CATCH BASIN AND PIPE ALIGNMENT ACROSS THE MARSHALLS PROPERTY



Figure 6: CATCH BASIN 507-FEET DOWNSTREAM OF THE CATCH BASIN SHOWN IN FIGURE 5.

Figures 5 & 6 show the finger of land between the east boundary of the Marshall's property and Pondridge Rd. This finger of land is where the 24" CMP has been placed.

As can be seen in Figure 6, which is the second catch basin along Pondridge Rd., sediment collects on the pavement around the catch basin. This sediment is evidence that the pipe from the catch basin to the pond is undersized for the volume of water flowing to it which causes water to back up at the catch basin.

ANALYSIS:

A calculation of the maximum capacity of the 24" CMP at the first catch basin shows it only capable of conveying 12.79 cfs or 5,730 gal/min (Figure 8). The drainage basin mentioned above was determined to be 14.8 acres, more or less. The average slope from the farthest point in the drainage basin to the first catch basin encountered by the storm water was found to be 0.008 ft/ft or 0.8%.

Using the criteria established by the City of Oklahoma City, the time of concentration for the storm water is 42.70 minutes. Time of concentration T_t is a function of the retardance factor K, or the land's resistance to the flow of water, the length storm water

is flowing from the farthest point in the drainage basin to the point of discharge of the basin (i.e., at the catch basin), and inversely proportional to the average slope of the land (0.008 ft/ft). The formula is shown in equation 1:

$$\text{EQ. 1 } T_t = KL^{0.37}/S^{0.2} \text{ (in minutes)}$$

YEAR EVENT	I (in/hr)	Tc (min)	A	B	E
2	2.27	42.70	104.333	17.298	0.935
5	2.81	42.70	79.655	14.828	0.825
10	3.22	42.70	87.535	15.882	0.811
25	3.77	42.70	101.482	16.774	0.806
50	4.22	42.70	98.925	15.865	0.775
100	4.66	42.70	102.77	15.86	0.76
INTENSITY		PEAK FLOW (cfs)			
$I = A/[B+Tc]^A E$	2 yr	2.269145165	Q = CIA	2 yr	23.51
	5 yr	2.813916653		5 yr	29.15
	10 yr	3.224954662		10 yr	33.41
	25 yr	3.769467505		25 yr	39.05
	50 yr	4.220706894		50 yr	43.73
DESIGN YEAR	100 yr	4.661098375		100 yr	48.29

Figure 7: PEAK FLOW FOR EACH STORM EVENT

Through several calculations using coefficients established by Oklahoma City for this region, the following table is developed, which provides storm intensity, and peak volumes of each storm event from 2-yr to 100-yr storms, as shown in Figure 7.

PIPE		ENTER VALUE	CALCULATIONS:	
DIAMETER	D =	2 ft	Cross-Section Area A =	3.141592654 sf
			Wetted Perim. P =	6.283185307 ft
			Hydraulic Rad. R =	0.5 ft
MANNING COEF n =		0.023	Capacity	12.79 cfs
PIPE SLOPE S =		0.01 ft/ft		5,730.55 gpm
PIPE LENGTH L =		108.67 ft	Aug. Velocity V =	4.07 ft/s
			Travel Time t =	0.682241034 min
				40.93446325 sec

Figure 8: CAPACITY OF THE 24" CMP

All design work for infrastructure such as pipes, box culverts, or channels require that they be sized to convey a 100-year storm event. In this case, the 100-year event has a peak flow of 48.29 cfs or 21,634 gal/min. Comparing the maximum capacity of the 24" CMP of 12.79 cfs or 5,731 gal/min is given in Figure 8, and shows that the capacity of

the culvert pipe is far below the 48.29 cfs volume of water flowing to it by a factor of nearly four.

Because the culvert (pipe) for the second catch basin is not visible or accessible, it could not be directly measured to determine its dimensions and calculate the capacity of that culvert. Regardless, as determined earlier, the capacity of the culvert is undersized for the volume of water flowing to it based upon the physical evidence present. To be fair, the culvert at the second catch basin was originally sized for the existing subdivision's drainage, which was constructed several years ago and did not take into account the future development of Red Bud.

In addition to the lack of conveyance capacity of the drainage infrastructure, no erosion control was visible at the Red Bud site to prevent soil from leaving the bare ground at the building sites. Best Management Practices (BMP) is required by the Clean Water Act to prevent contamination of the receiving waters of the United States as regulated by the Environmental Protection Agency (EPA).

Mr. & Ms. Marshall require that the potential damage of erosion that will occur as storm water is discharged onto their property is addressed correctly. However, they are now left with a conundrum of which volume of storm water do they need to protect against for the downstream channel from the outlet of the 24" CMP discharging on their property? That is, will the 24" CMP be replaced by a correctly engineered culvert, or will the volume from that culvert remain? If 24" CMP remains and the culvert downstream is unable to convey a 100-year storm event as well, what are the unintended consequences of potential flooding to other parts of the neighborhood?

To ensure that the additional drainage from Red Bud does not cause flooding issues in the older subdivision, the 24" CMP needs to be replaced to handle the additional storm water runoff? What impact will this create for the Marshall's property. Since the pond is part of the Marshall's property, what impact will the additional sedimentation in the pond cause for them and the homeowners surrounding the pond? Will the City of Chickasha provide assistance with the dredging of the pond as it fills with additional sediment from Red Bud since they use the pond as a retention pond for City drainage? What responsibility does the developer of Red Bud have in providing the proper infrastructure with sufficient capacity, including the drainage system required from the existing outlet of the 24" CMP to the pond?

Since the 24" CMP is not within an official drainage easement with clearance to cross private property, the installation of the culvert may be found to be a trespass against the Marshall's.

CONCLUSION:

Clearly, the infrastructure installed on Mr. & Ms. Marshall's property was done so without proper engineering. The 24" CMP is undersized, there is no consideration for erosion control at the outlet end of the CMP, and no consideration for the consequences to the land from the storm water running free from the outlet of the pipe to the pond. A

channel of some form needs to connect the outlet of the CMP to the pond and be designed for the volume of storm water flowing to the catch basin during a 100-year storm event in the event the culvert is upgraded to convey the correct volume of stormwater.

REMEDIATION:

Appendix A provides options for two different channels. As can be seen from the cross-section drawings of each, a concrete flume has the smaller foot print.

DISCLAIMER AND LIMITATIONS:

This report is the result of an investigation conducted to assess the viability of the current design submitted by others, and provide an alternative solution developed as a result of engineering calculations.

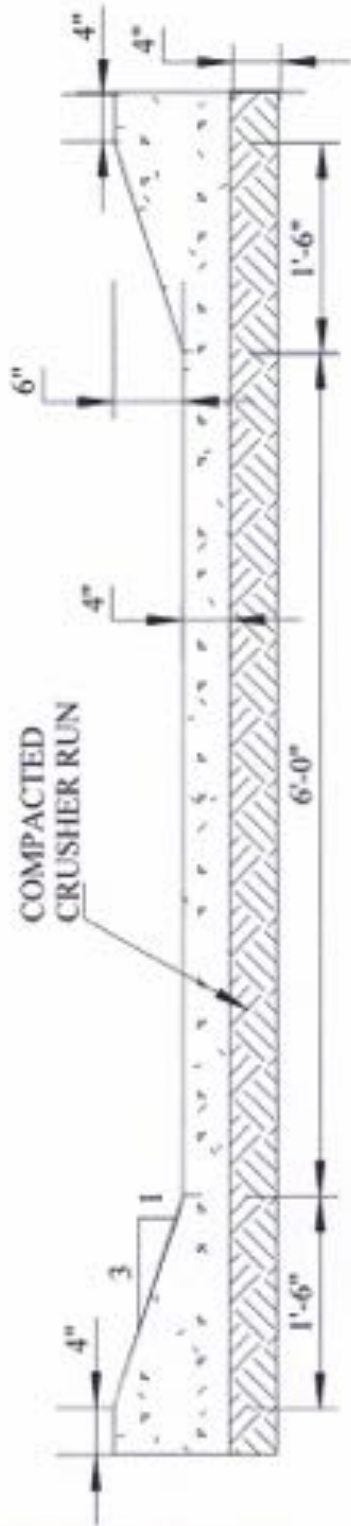
No structural assessment to obtain possible structural damage to the dwelling as a result of the drainage impact to the property was included in this assessment. The observations made, and the professional opinions contained herein, are based upon a reasonable degree of engineering certainty as a result of a visual examination of topography and calculations specific to the subject property. The scope of this investigation did not include a survey of surrounding buildings or properties for similar impacts and evidence. I reserve the right to supplement or amend these findings and/or opinions should new information become available. This report constitutes an assessment of the drainage flowing across the subject property made on February 26, 2024 based upon the readily visible evidence and data available from the design by others. Readily visible means that destructive investigation without permission was not performed. This report does not expressly state or imply a prediction of future performance of the drainage. Engineer does not assume responsibility for the performance of the work by construction contractors. No warranty of future performance or value is either stated or implied by this report.

APPENDIX A

Drawing 1 Sheets 1-3

Drawing 2 Sheets 1-3

MAX. CAPACITY = 49.23 cfs
 VELOCITY = 13.13 ft/s

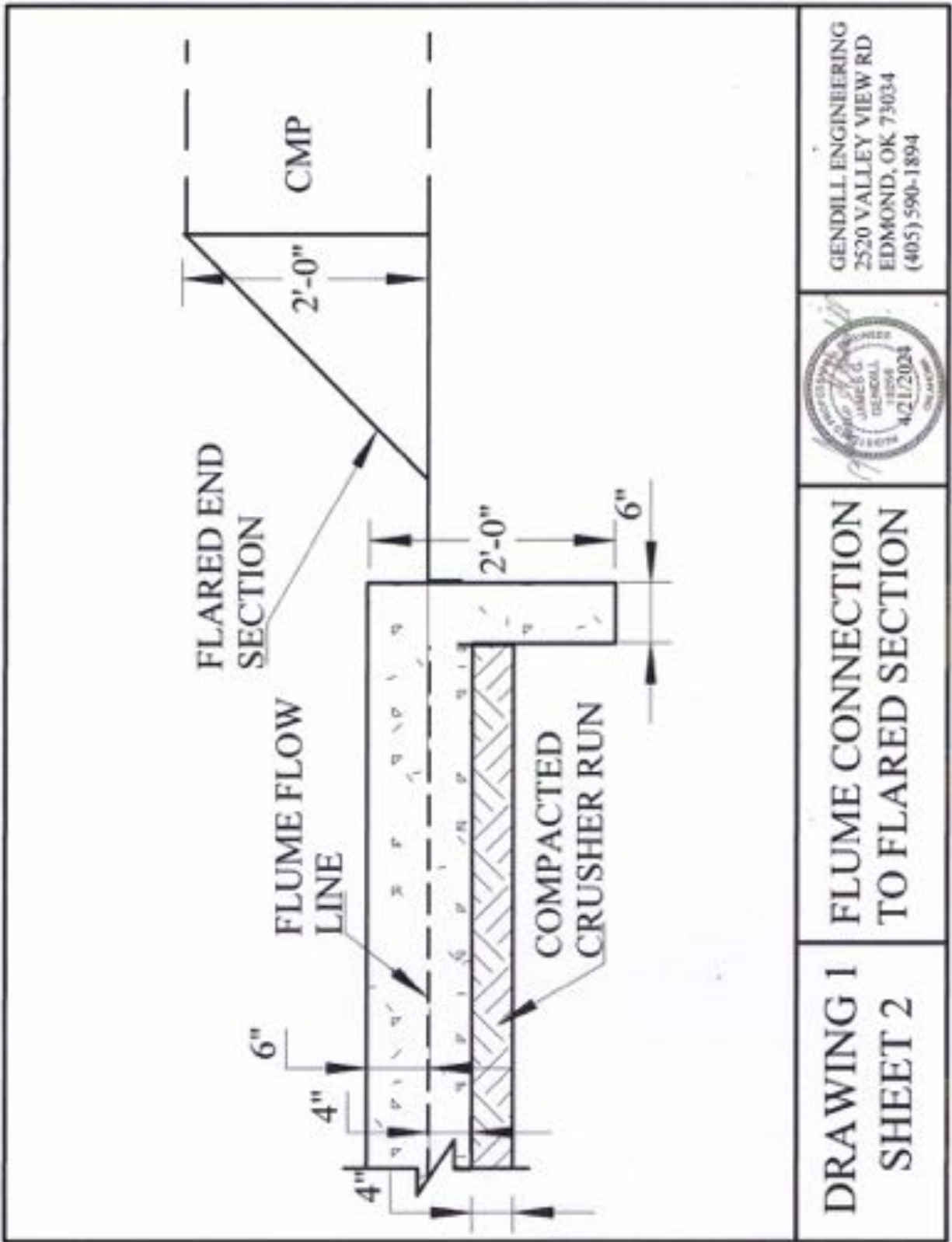


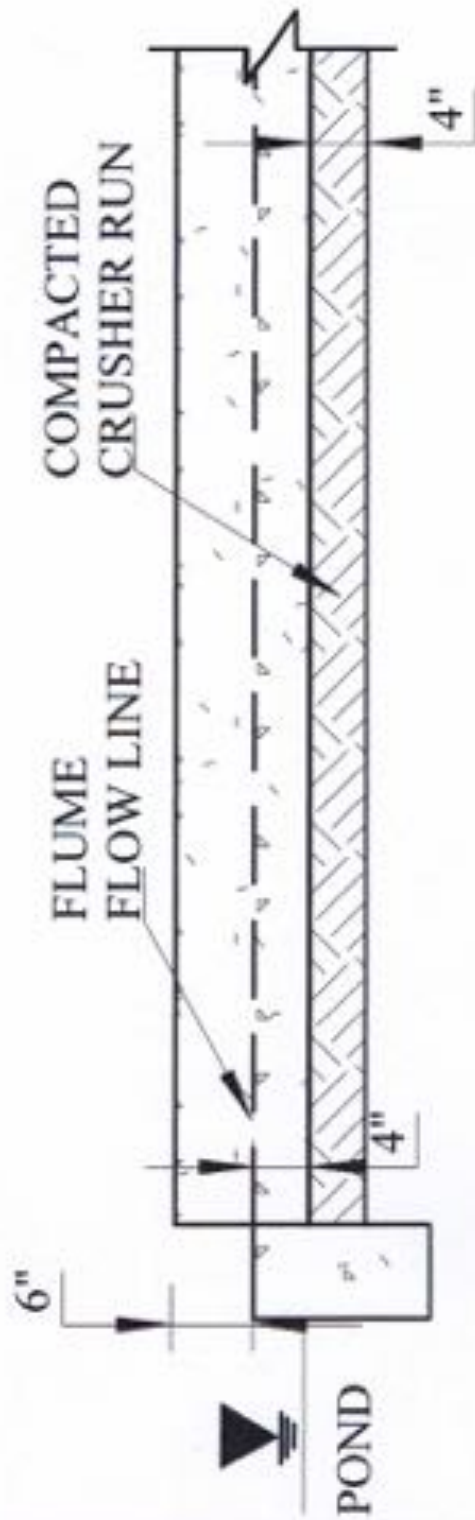
DRAWING 1
 SHEET 1

CONCRETE FLUME
 CROSS-SECTION



GENDILL ENGINEERING
 2520 VALLEY VIEW RD
 EDMOND, OK 73034
 (405) 590-1894





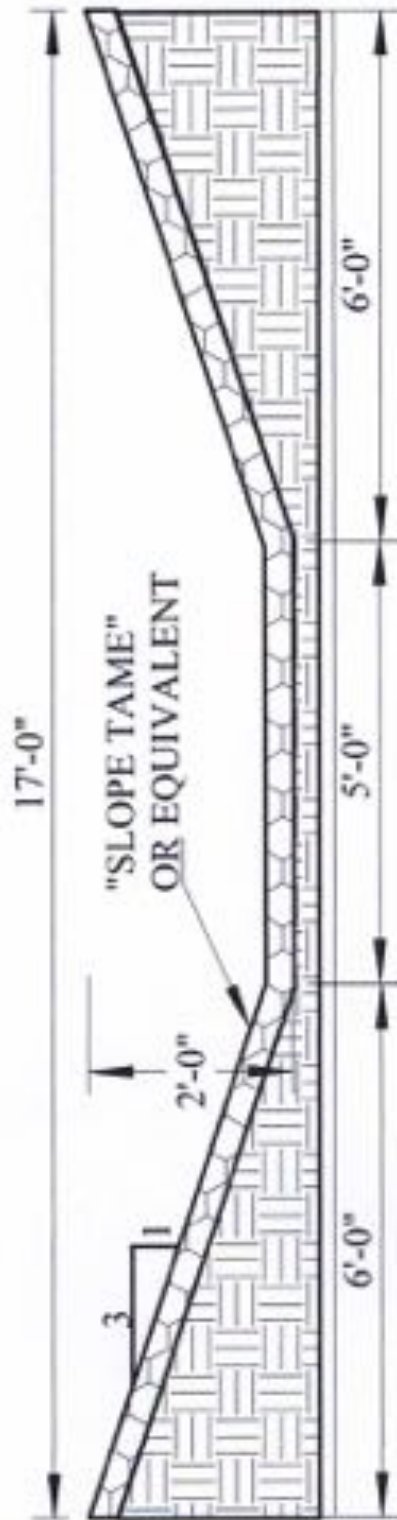
DRAWING 1
SHEET 3

FLUME CONNECTION
TO POND



GENDILL ENGINEERING
2520 VALLEY VIEW RD
EDMOND, OK 73034
(405) 590-1894

MAX CAPACITY = 48.72 cfs
 VELOCITY = 2.21 ft/s

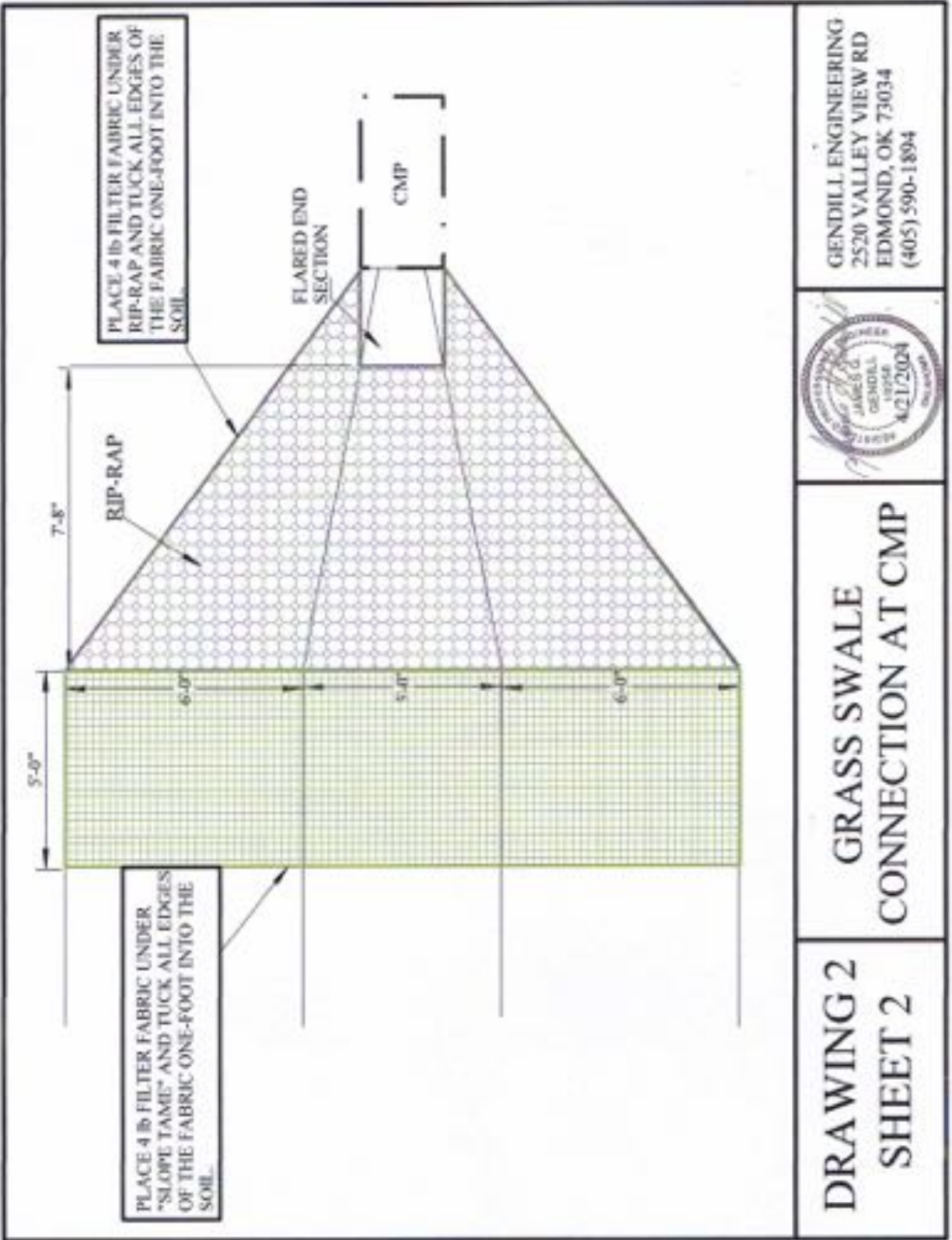


DRAWING 2
 SHEET 1

GRASS SWALE
 CROSS SECTION



GENDILL ENGINEERING
 2520 VALLEY VIEW RD
 EDMOND, OK 73034
 (405) 590-1894



DRAWING 2 SHEET 2	GRASS SWALE CONNECTION AT CMP			GENDILL ENGINEERING 2520 VALLEY VIEW RD EDMOND, OK 73034 (405) 590-1894

CHICKASHA



Meeting Type: CMA Agenda 12-2-2024

Meeting Date: 12/2/2024

Department: Public Works

Agenda Item No. 4.b.

AGENDA ITEM: Discussion, consideration, and possible action to award a contract for CMA-2403 - Sanitary Sewer Replacement to Leetech Services, LLC for the amount of \$164,497.00.

I. BACKGROUND/DESCRIPTION:

Authorization to solicit bids for emergency repairs was received on September 3, 2024.

II. RECOMMENDED ACTION:

Award contract for CMA-2403 - Sanitary Sewer Replacement to Leetech Services, LLC for the amount of \$164,497.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Jim Crosby, Public Works Director

	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date:	(From)		
December 2, 2024			

V. ATTACHMENTS:

- 20241122100941122

AGREEMENT
(CONTRACT)

Chickasha Municipal Authority
RFP CMA-2403
SANITARY SEWER REPLACEMENT

THIS AGREEMENT is dated as of the 3rd day of September in the year of 2024, by and between the CHICKASHA MUNICIPAL AUTHORITY, hereinafter referred to as OWNER, and Leetech Services, LLC hereinafter referred to as the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

RFP CMA-2403 SANITARY SEWER REPLACEMENT

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed in six (6) weeks after the effective date of the Notice to Proceed.

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

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the contract documents in current funds as follows:

One Hundred Sixty-Four Thousand Four Hundred Ninety-Seven & no/100 Dollars.
(\$164,497.00)

ARTICLE 4. PAYMENT PROCEDURES

4.1 CONTRACTOR may submit an invoice or application for payment on a monthly basis at any time prior to completion of the work. All payments made by the Owner are subject to procedures established by the Owner to authorize payment at its regularly scheduled meetings. The Owner regularly scheduled meetings are held on the 1st and 3rd Monday of each month. Invoice or application for payment must be received in the Public Works Department office no less than ten (10) business days prior to the regular meeting at which authorization for payment is to be requested.

4.2 Final Payment. Upon final completion and acceptance of the work, including all submittals, OWNER shall pay the remainder of the contract price, subject to the procedures noted in paragraph 4.1 above.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

5.2 CONTRACTOR has given the Owner written notice of all conflicts, errors, discrepancies or omissions that he has discovered in the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made a part hereof, and consists of the following:

- 6.1 This agreement (pages 1 to 3 inclusive).
- 6.2 Exhibits to this agreement (pages N/A to inclusive).
- 6.3 Performance and other bonds, consisting of 4 pages.
- 6.4 Notice of Award.
- 6.5 Specifications and Drawings bearing the title: RFP CMA-2403 SANITARY SEWER REPLACEMENT.
- 6.6 Addenda numbers N/A to , inclusive.
- 6.7 CONTRACTOR'S bid (pages 1 to 7, inclusive).
- 6.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to inclusive).
- 6.9 Any modification, including change orders, duly delivered after execution of agreement.

There are no contract documents other than those listed above in Article 6.

The contract documents may only be altered, amended, or repealed by written and approved change order.

ARTICLE 7. MISCELLANEOUS

7.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the contract documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective the 5th day of August 2024.

OWNER:
CHICKASHA MUNICIPAL AUTHORITY

CONTRACTOR:

Leetech Services, LLC

By: _____
Mayor

By: B. Henderson
Signature & Title

CORPORATE SEAL
Attest:

CORPORATE SEAL
Attest:

By: _____

By: Bryan Henderson

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Chickasha Municipal Authority

Leetech, LLC

ATTN: City Manager

Attn: Bryan Henderson

117 North 4th Street

P.O. Box 61

Chickasha, OK 73018

Tuscola, TX 79562

Phone: 405-222-6086

Phone: 817-805-6405

Fax: 405-222-6084

Fax: N/A

keith.johnson@chickasha.org

Email: bryanh3874@yahoo.com

MAINTENANCE BOND

Bond No. 72680763

KNOW ALL MEN BY THESE PRESENTS:

That we, Leetech Services, LLC as Principal, and Western Surety Company as Surety, are held and firmly bound into the CHICKASHA MUNICIPAL AUTHORITY, a Public Trust in the State of Oklahoma, in the full and just sum of One Hundred Sixty-Four Thousand Four Hundred Ninety-Seven & no/100 DOLLARS (\$164,497.00) such sum being equal to the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Principal, has by certain contract between Leetech Services, LLC and the CHICKASHA MUNICIPAL AUTHORITY dated this 3rd day of September 2024, agreed to perform for the Chickasha Municipal Authority, CMA-2403 Sanitary Sewer Main Replacement in compliance with the specifications therefore, made part of said contract and on file in the office of the City Clerk of the City of Chickasha; and to maintain the *said improvement in the amounts set forth above* against any failure due to workmanship or material for a period of ONE year from the date of acceptance of the work by the Chickasha Municipal Authority.

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

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

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

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

ATTEST:

Secretary

ATTEST:



Tim Kirk, Witness

Leetech Services, LLC
Principal

By: 

Western Surety Company
Surety

By: 

Kevin Allen Kirk, Attorney in Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 20490743

Know All Men by These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ARWIN ALLEN ELLIS

its true and lawful attorney-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety bonds for

Principal: Eastern Services, LLC

Obligee: CHICAGO TRIBUNE (PUBL. CO.)

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaws of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED, That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 20490743 is not issued on or before midnight of November 1, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 11th day of April, 2022.

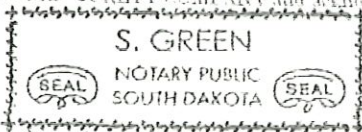
WESTERN SURETY COMPANY

STATE OF SOUTH DAKOTA

COUNTY OF ABERDEEN

Larry Kasten
Larry Kasten, Vice President

On this 11th day of April, 2022, in the year 2022, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Comm. Expires February 1, 2027

S. Green
Notary Public - South Dakota

The undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 11th day of April, 2022.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.epasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

PERFORMANCE BOND

Bond No. 72680763

KNOW ALL MEN BY THESE PRESENTS THAT:

Leetech Services, LLC as Principal,
and Western Surety Company a corporation
organized under the laws of the State of South Dakota, as Surety, are held and firmly bound unto
the Chickasha Municipal Authority, in the penal sum of One Hundred Sixty-Four Thousand Four Hundred
Ninety-Seven & no/100 Dollars (\$164,497.00) in lawful money of the United States of America, for the
payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors,
administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with
the Chickasha Municipal Authority, dated September 3, 2024, for the CMA-2403 Sanitary Sewer Main
Replacement in Chickasha, Oklahoma (PROJECT) all in compliance with the specifications therefore, made
a part of said Contract and on file in the office of the City Clerk, City of Chickasha, Oklahoma.

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

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

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

Dated this 14th day of October, 2024.

Leetech Services, LLC

Principal

ATTEST:

Secretary

By: 

Western Surety Company

Surety

ATTEST:


Tim Kirk, Witness

By: 

Kevin Allen Kirk, Attorney in Fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 72680763

That we, Leetech Services, LLC, as Principal, and Western Surety Company, as Surety, are held firmly bound unto the Chickasha Municipal Authority in the sum of One Hundred Sixty-Four Thousand Four Hundred Ninety-Seven & no/100 DOLLARS (\$164,497.00), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents. Dated this 14th day of October, 2024.

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

CMA-2403 Sanitary Sewer Main Replacement in Chickasha, Oklahoma (Project) and has entered into a certain written contract with the Chickasha Municipal Authority on the 3rd day of September 2024, for the construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Chickasha.

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

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

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

ATTEST:

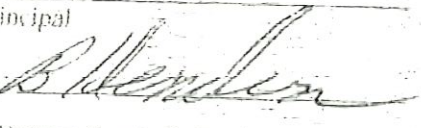
Secretary

ATTEST:

Tim Kirk, Witness

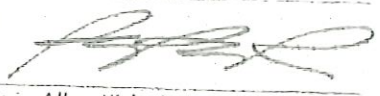
Leetech Services, LLC

Principal

By: 

Western Surety Company

Surety

By: 

Kevin Allen Kirk, Attorney in Fact

CHICKASHA

Meeting Type: CMA Agenda 12-2-2024

Meeting Date: 12/2/2024

Department: City Clerk

Agenda Item No. 4.c.

AGENDA ITEM: Discussion, consideration, and possible action to award a contract for CMA-2401 - Water Main Construction - Ada Sipuel Avenue at Union Pacific Railroad to Bear Creek Construction, LLC in the amount of \$480,071.00.

I. BACKGROUND/DESCRIPTION:

Authorization to solicit bids was approved on September 3, 2024, and the bid was awarded on November 4, 2024.

II. RECOMMENDED ACTION:

Award a contract for CMA-2401 - Water Main Construction - Ada Sipuel Avenue at Union Pacific Railroad to Bear Creek Construction, LLC in the amount of \$480,071.00.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:

Jim Crosby, Public Works Director

Meeting Date:

December 2, 2024

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

V. ATTACHMENTS:

- 20241122123345788

AGREEMENT
(CONTRACT)

Chickasha Municipal Authority
RFP CMA-2401
WATER MAIN CONSTRUCTION
ADA SIPUEL AVENUE AT UNION PACIFIC RAILROAD

THIS AGREEMENT is dated as of the 5th day of November, in the year of 2024, by and between the CHICKASHA MUNICIPAL AUTHORITY, hereinafter referred to as OWNER, and Bear Creek Construction, LLC hereinafter referred to as the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

RFP CMA-2401 WATER MAIN CONSTRUCTION, ADA SIPUEL AVENUE AT UNION PACIFIC RAILROAD

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed in 90 Calendar Days after the effective date of the Notice to Proceed.

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

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the contract documents in current funds as follows:

Four Hundred Eighty Thousand Seventy-One & 00/100 Dollars.

(\$480,071.00)

ARTICLE 4. PAYMENT PROCEDURES

4.1 CONTRACTOR may submit an invoice or application for payment on a monthly basis at any time prior to completion of the work. All payments made by the Owner are subject to procedures established by the Owner to authorize payment at its regularly scheduled meetings. The Owner regularly scheduled meetings are held on the 1st and 3rd Monday of each month. Invoice or application for payment must be received in the Public Works Department office no

less than fifteen (15) business days prior to the regular meeting at which authorization for payment is to be requested.

4.2 Final Payment. Upon final completion and acceptance of the work, including all submittals, OWNER shall pay the remainder of the contract price, subject to the procedures noted in paragraph 4.1 above.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

5.2 CONTRACTOR has given the Owner written notice of all conflicts, errors, discrepancies or omissions that he has discovered in the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made a part hereof, and consists of the following:

- 6.1 This agreement (pages 1 to 3 inclusive).
- 6.2 Exhibits to this agreement (pages N/A to inclusive).
- 6.3 Performance and other bonds, consisting of 4 pages.
- 6.4 Notice of Award.
- 6.5 Specifications bearing the title: RFP CMA-2401 WATER MAIN CONSTRUCTION, ADA SIPUEL AVENUE AT UNION PACIFIC RAILROAD.
- 6.6 Addenda numbers 1 to 1, inclusive.
- 6.7 CONTRACTOR'S bid (pages 1 to 7, inclusive).
- 6.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages 1 to 2 inclusive).
- 6.9 Any modification, including change orders, duly delivered after execution of agreement.

There are no contract documents other than those listed above in Article 6.

The contract documents may only be altered, amended, or repealed by written and approved change order.

ARTICLE 7. MISCELLANEOUS

7.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction

may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the contract documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective the 5th day of November 2024.

OWNER:
CHICKASHA MUNICIPAL AUTHORITY

CONTRACTOR:

Bear Creek Construction, LLC

By: _____
Chairman

By: [Signature] PM
Signature & Title

CORPORATE SEAL
Attest:

CORPORATE SEAL
Attest:

By: _____

By: Seth Battiate

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Chickasha Municipal Authority

Bear Creek Construction, LLC

ATTN: General Manager

Seth Battiate

117 North 4th Street

600 W. Commerce St.

Chickasha, OK 73018

Clinton, Ok 73601

Phone: 405-222-6086

Phone: 580-547-4252

Fax: 405-222-6084

Fax: N/A

keith.johnson@chickasha.org

Email: bids@bearcreek.construction

AGREEMENT
(CONTRACT)

Chickasha Municipal Authority
RFP CMA-2401
WATER MAIN CONSTRUCTION
ADA SIPUEL AVENUE AT UNION PACIFIC RAILROAD

THIS AGREEMENT is dated as of the 5th day of November, in the year of 2024, by and between the CHICKASHA MUNICIPAL AUTHORITY, hereinafter referred to as OWNER, and Bear Creek Construction, LLC hereinafter referred to as the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

RFP CMA-2401 WATER MAIN CONSTRUCTION, ADA SIPUEL AVENUE AT UNION PACIFIC RAILROAD

ARTICLE 2. CONTRACT TIME

2.1 The work will be completed in 90 Calendar Days after the effective date of the Notice to Proceed.

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

ARTICLE 3. CONTRACT PRICE

3.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the contract documents in current funds as follows:

Four Hundred Eighty Thousand Seventy-One & 00/100 Dollars.

(\$480,071.00)

ARTICLE 4. PAYMENT PROCEDURES

4.1 CONTRACTOR may submit an invoice or application for payment on a monthly basis at any time prior to completion of the work. All payments made by the Owner are subject to procedures established by the Owner to authorize payment at its regularly scheduled meetings. The Owner regularly scheduled meetings are held on the 1st and 3rd Monday of each month. Invoice or application for payment must be received in the Public Works Department office no

less than fifteen (15) business days prior to the regular meeting at which authorization for payment is to be requested.

4.2 Final Payment. Upon final completion and acceptance of the work, including all submittals, OWNER shall pay the remainder of the contract price, subject to the procedures noted in paragraph 4.1 above.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this agreement, CONTRACTOR makes the following representations:

5.1 CONTRACTOR has familiarized himself with the nature and extent of the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

5.2 CONTRACTOR has given the Owner written notice of all conflicts, errors, discrepancies or omissions that he has discovered in the contract documents, and the written resolution thereof by the Owner is acceptable to CONTRACTOR.

ARTICLE 6. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this agreement, made a part hereof, and consists of the following:

6.1 This agreement (pages 1 to 3 inclusive).

6.2 Exhibits to this agreement (pages N/A to inclusive).

6.3 Performance and other bonds, consisting of 4 pages.

6.4 Notice of Award.

6.5 Specifications bearing the title: RFP CMA-2401 WATER MAIN CONSTRUCTION, ADA SIPUEL AVENUE AT UNION PACIFIC RAILROAD.

6.6 Addenda numbers 1 to 1, inclusive.

6.7 CONTRACTOR'S bid (pages 1 to 7, inclusive).

6.8 Documentation submitted by CONTRACTOR prior to Notice of Award (pages 1 to 2 inclusive).

6.9 Any modification, including change orders, duly delivered after execution of agreement.

There are no contract documents other than those listed above in Article 6.

The contract documents may only be altered, amended, or repealed by written and approved change order.

ARTICLE 7. MISCELLANEOUS

7.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction

may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment. No assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

7.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in duplicate. One counterpart has been delivered to OWNER and CONTRACTOR. All portions of the contract documents have been signed or identified by OWNER and CONTRACTOR.

This agreement will be effective the 5th day of November 2024.

OWNER:
CHICKASHA MUNICIPAL AUTHORITY

CONTRACTOR:

Bear Creek Construction, LLC

By: _____
Chairman

By: [Signature] PM
Signature & Title

CORPORATE SEAL
Attest:

CORPORATE SEAL
Attest:

By: _____

By: Seth Battiato

ADDRESS FOR GIVING NOTICES:

ADDRESS FOR GIVING NOTICES:

Chickasha Municipal Authority

Bear Creek Construction, LLC

ATTN: General Manager

Seth Battiato
600 W. Commerce St.

117 North 4th Street

Clinton, OK 73601

Chickasha, OK 73018

Phone: 405-222-6086

Phone: 580-547-4252

Fax: 405-222-6084

Fax: N/A

keith.johnson@chickasha.org

Email: bids@bearcreek.construction

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

Bear Creek Construction, LLC, as Principal, and
Merchants National Bonding, Inc., a corporation organized
 under the laws of the State of Iowa, as Surety, are held and firmly bound unto the
Chickasha Municipal Authority, in the penal sum of Four Hundred Eighty Thousand Seventy-One &
 00/100 Dollars (\$480,071.00) in lawful money of the United States of America, for the payment of which,
 well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees,
 successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with
 the Chickasha Municipal Authority, dated November 5, 2024, for the RFP CMA-2401 Water Main
 Construction Project, Ada Sipuel Avenue at Union Pacific Railroad in Chickasha, Oklahoma (PROJECT)
 all in compliance with the specifications therefore, made a part of said Contract and on file in the office of
 the City Clerk, City of Chickasha, Oklahoma.

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

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

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

Dated this 7th day of November, 2024.

Bear Creek Construction, LLC

Principal

ATTEST:

[Signature]
 Secretary

By: [Signature]

Merchants National Bonding, Inc.

Surety

ATTEST:

[Signature]

By: Carey Kennemer
 Carey Kennemer, Attorney-in-fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Bear Creek Construction, LLC, as Principal,
and Merchants National Bonding, Inc., as Surety, are
held firmly bound unto the Chickasha Municipal Authority in the sum of
Four Hundred Eighty Thousand Seventy-One & 00/100 DOLLARS (\$480,071.00), for the payment of
which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns,
themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 7th day of November, 2024.

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

RFP CMA-2401 Water Main Construction Project, Ada Sipuel Avenue at Union Pacific Railroad in Chickasha, Oklahoma (Project)

and has entered into a certain written contract with the Chickasha Municipal Authority on the 5th day of November 2024, for the construction of said work and improvement, in exact accordance with the bid of said Principal, and according to certain specifications heretofore made, adopted and placed on file in the office of the City Clerk of the City of Chickasha.

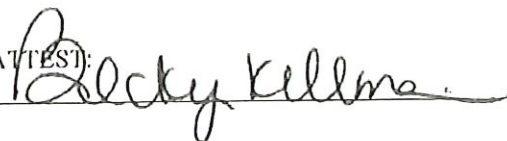
NOW, THEREFORE, if said principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractor of said Principal who perform work in the performance of such, for labor and materials furnished by any supplier and consumed in the performance of said contract, and such repairs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

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

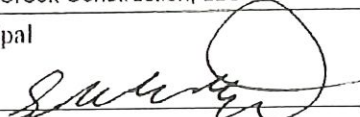
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney—in—fact,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

ATTEST:

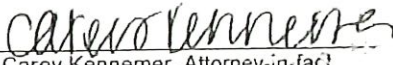

Secretary

ATTEST: 
Becky Kellma

Bear Creek Construction, LLC
Principal

By: 

Merchants National Bonding, Inc.
Surety

By: 
Carey Kenner, Attorney-in-fact

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Bear Creek Construction, LLC as Principal,
and Merchants National Bonding, Inc., as Surety, are
held and firmly bound into the CHICKASHA MUNICIPAL AUTHORITY, a Municipal Trust in
the State of Oklahoma, in the full and just sum of
Four Hundred Eighty Thousand Seventy-One & 00/100 DOLLARS (\$480,071.00) such sum being
equal to the contract price for the payment of which, well and truly to be made, we, and each of
us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns,
jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Principal, has by certain contract
between Bear Creek Construction, LLC and the CHICKASHA MUNICIPAL AUTHORITY dated
this 5th day of November 2024, agreed to perform for the Chickasha Municipal Authority, RFP
CMA-2401 Water Main Construction Project, Ada Sipeul Avenue at Union Pacific Railroad in compliance
with the specifications therefore, made part of said contract and on file in the office of the City
Clerk of the City of Chickasha; and to maintain the said improvement in the amounts set forth
above against any failure due to workmanship or material for a period of ONE year from the date
of acceptance of the work by the Chickasha Municipal Authority.

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

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

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

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name
and its corporate seal to be hereunto affixed by its duly authorized officers; and the said Surety has
caused these presents to be executed in its name and its corporate seal to be hereunto affixed by

its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:



Secretary

Bear Creek Construction, LLC

Principal

By: 

Merchants National Bonding, Inc.

Surety

ATTEST:



By: 

Carey Kennemer, Attorney-in-fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Becky Killman; Bobby J Young; Carey Kennermer; Daniel A Woolsey; Deborah L Raper; Dwight A Pilgrim; Faith Burleson; Gary Liles; Jamie M Burris; John Kelly Deer; John McClellan; Kristin Lewis; Michael Bettlach; Randy D Webb; Shelli R Samsel; Stephen Poleman; Teresa Allen; Thomas Perrault; Travis E Brown; Vaughn Graham; Vaughn Graham Jr; Vicki Wilson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



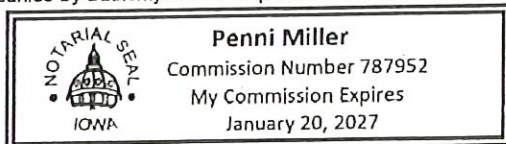
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of November, 2024.



Ata B. Samsel
Secretary

CHICKASHA

Meeting Type: CMA Agenda 12-2-2024

Meeting Date: 12/2/2024

Department: City Clerk

Agenda Item No. 4.d.

AGENDA ITEM: Discussion, consideration, and possible action to approve the land lease contract between the Chickasha Municipal Authority and Alan Schenk dba Dobe Farms and authorize the Chairman to execute the same.

I. BACKGROUND/DESCRIPTION:

- The Chickasha Municipal Authority owns approximately 40 acres, approximately one mile west of 29th Street on Grand Avenue.
- For several years, this property was used as a small landfill by the City. In the early 90's the City and CMA closed the landfill officially and has been establishing a ground cover since that time.
- Mr. Alan Schenk gave notice that he would like to extend his lease another year. He owns property adjacent to this lease.
- CMA has been in contract with Mr. Schenk since 2006.
- Land lease rent: \$400.00 annually.

II. RECOMMENDED ACTION:

Approve the contract between the Chickasha Municipal Authority and Mr. Schenk for the use of the old landfill property on West Grand and authorize Chairman to execute the same.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: December 2, 2024	(From)		

V. ATTACHMENTS:

1. DoBe Lease Agreement 2025

**CHICKASHA MUNICIPAL AUTHORITY
AGRICULTURAL LAND
CONTRACT AND LEASE AGREEMENT**

This Lease Agreement made and entered into this _____ day of _____, 2024, by and between the Chickasha Municipal Authority, an authority of the City of Chickasha, a Municipal Corporation of the State of Oklahoma, Landlord, and Alan Schenk dba DoBe Farms, Tenant.

WITNES SETH:

PAYMENT AND TERMS

1. That the Landlord is the owner of land in Township 7 North, Range 8 West, Grady County, Oklahoma, and the Landlord wishes to lease to the Tenant, and the Tenant desires to lease from the Landlord that portion of said Property described as follows:

SURFACE RIGHTS ONLY in and to the West 660' of Lots 3 and 4 Section 36, T-7N R-8-W containing approximately 40 acres more or less. Said site is approximately 660' x 2640', Formerly the Grand Avenue Landfill Site (closed).

2. Therefore, for and in consideration of the mutual covenants and agreements contained herein, and the payments of cash rentals by the Tenant to the Landlord as herein provided, the Landlord hereby rents and leases the 40 acres of land to said Tenant as contained in the above described property. Said property shall be used for agricultural purposes only.
3. Landlord further rents and leases all of the above described real property for a period of one (1) year, beginning the January 1, 2025, and ending the 31st day of December 2025.
4. The annual cash rental shall be due and payable from the Tenant to the Landlord on the 1st day of June. The annual rental for this lease shall be Four Hundred Dollars (\$400.00).
5. It is further agreed by the Parties herein that the Landlord may cancel this lease agreement if any part of this agreement has been breached or violated by the Tenant. If the breach or violation of this contract should occur, the Tenant shall be given fifteen (15) days written notice to correct any violation of this contract noted by the Landlord and at the end of this time the Landlord may cancel the lease unless the Tenant has taken all necessary steps in order to correct said violation or breach. It is agreed by the parties that in the event of termination prior to the end of the full term of this lease that the Tenant shall vacate the leased premises within fifteen (15) days from the termination of the lease and shall return peaceable possession of the above-described real property.

BOTH PARTIES HEREIN AGREE TO THE FOLLOWING
SPECIFIC TERMS AND PROVISIONS:

1. Tenant shall make rental payments to the Landlord as set forth in Paragraph 4 above.
2. Tenant agrees to prevent livestock or any other farming or ranching operation from creating erosion that may expose debris from the old landfill.
3. All culverts, cattle guards, gates and fences which constitute in place permanent improvements as of the first date written above shall be owned by the Landlord and maintained by the Tenant during the term of this lease.
4. The Landlord directs or approves installation of all permanent improvements such as fences, gates, cattle guards, etc. on the property. The Tenant shall provide all necessary labor and material for the installation. After the installation of said improvements, all such permanent improvements shall become the property of the Landlord and shall remain with the land at the termination of this lease.
5. Tenant agrees not to cultivate land.
6. Tenant agrees to comply with all U.S. Soil Conservation Service rules and guidelines concerning the land use, maintenance and protection.
7. Tenant agrees to comply with all U.S. Department of Agriculture, Agriculture Stabilization and Conservation Service rules and guidelines concerning land use. The Tenant will retain all the government payments.
8. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Leased Premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, which Landlord shall not unreasonably withhold, condition or, delay as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept and stored within the Leased Premises in a manner that complies with all Laws regulating any such Hazardous Material. For the purposes of this agreement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated under any applicable Law, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table or by the Environmental Protection Agency as hazardous substances and amendments thereto.
9. The Landlord shall not be liable in any manner for the death or loss of livestock or other property of the Tenant and Tenant agrees to use the premises at his own risk.
10. Tenant agrees to promptly remove all dead livestock and animals.

11. The Landlord shall have the right to determine if and when any seismograph work is to be done upon any part of said property. Landlord shall give at least fifteen (15) days notices to the Tenant prior to the seismograph work if known to the Landlord. All revenues generated from such seismograph work shall belong to the Landlord.
12. The Landlord reserves the right to lease said lands or any part thereof, for oil and gas, or mining purposes, at any time and grant to any lessee hereunder the right of ingress and egress to and from said land for the purpose of carrying on mining or drilling operations. Surface damages shall be negotiated by and paid to the Landlord. All crop and grazing damages, however, are to be settled between the Tenant and any oil and gas mining lessee conducting any operations on said land. Any and all damages not related to crop or grazing damages as a result of any drilling operation or activities upon said land are hereby reserved to the Landlord and the negotiations and settlement of said damages shall be made by the Landlord.
13. Tenant shall not assign or sublet this lease, or any part thereof, without first gaining a written approval by the Landlord except that Tenant may contract with third parties and allow third parties to graze cattle upon the leased premises. It shall remain Tenant's responsibility to assure that good grazing practices are followed, and no over-grazing occurs.
14. Any changes in said lease must be agreed to by written amendment to this contract between the Landlord and the Tenant.
15. It is agreed between the parties that all terms and provisions of this lease are subject to the title covenants, restrictions, and conditions under which the Landlord holds title and any and all rights and privileges are subject to said land, and the use thereof shall be binding upon the Tenant and shall supersede any and all terms of this agreement.
16. Tenant agrees to operate said land in accordance with good farming and ranching practices and to abide by all provisions of this lease.
17. If any portion of property subject to this lease becomes involved in litigation and such cannot continue as leased property under this lease agreement, the rental payment paid by the Tenant shall be reduced on a pro rata acreage basis. Tenant shall peacefully surrender possession of any property subject to this paragraph if so requested by the Landlord, within ten (10) days of written notification to the Tenant.
18. It is further agreed that no signs or other advertising shall be permitted to be displayed or placed upon said premises, including any commercial or political advertising, unless approved in writing by the Landlord.
19. In the event that either the Landlord or the Tenant is required to resort to legal proceedings or to incur expenses of any kind or nature in the enforcement of their rights hereunder, then in such event, the successful party shall have the right and the losing

party shall be liable in damages for all reasonable attorney fees and expenses incurred by the successful; party in the enforcement of any of their respective rights hereunder.

20. The Tenant hereby agrees to indemnify and hold harmless the Landlord from any and all claims, demands, causes of actions, lawsuits arising as a result of the Tenant's operations upon the leased premises.
21. It is further agreed that the Tenant shall be responsible for completing all documents required by the Farm Service Agency to assure that the crop base and soil plan remain active.
22. It is further understood and agreed by the parties hereto that the Landlord may find it necessary during the term of this lease to use or sell a portion of the above-described real property. It is agreed by the parties hereto that should it be necessary for the Landlord to take possession of any portion of the property during the term of this lease that the Landlord may do so by giving thirty (30) days written notice to the Tenant of its intention to cancel the lease as to that portion of the property, or any part thereof, for the Landlord's use. The Tenant, upon receiving notice, shall give peaceful possession to the Landlord. Should the Landlord decide to use the property, or any portion thereof, and take possession of the property prior to the end of any lease term, the Tenant shall be entitled to receive reimbursement of rent actually paid in a proportion determined by the acres of land terminated from the lease as compared to the total acres of the lease for that tract. This amount shall then be prorated based upon the number of days remaining on the lease term for that tract.
23. This lease shall be binding and shall inure to the benefit of the heirs, executors, administrators, and assigns of both parties.

Executed this ____ day of _____, 2024

LANDLORD:

CHICKASHA MUNICIPAL AUTHORITY

By:_____

Zachary Grayson, Chairman

ATTESTED _____

Susan M. McDaniel, CMC - Secretary

By: _____

Alan Schenk, Tenant