

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
MAY 3, 2021

1. Call to Order / Roll Call.

2. Consent Docket:

- a. Acceptance the Minutes of the April 19, 2021 regular meeting and the Minutes of the April 22, 2021 Special Meeting.
- b. Acceptance of the Claims List.
- c. Acceptance of Addendum 1 for CMA-2101 to correct scrivener's errors.
- d. Accept and ratify the change in bank signatories to Chris Mosley, Mayor, Zachary Grayson, Vice-Mayor, Leasa Furr, Asst. City Manager and Susan McDaniel, City Clerk to all accounts held by the City of Chickasha, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, Chickasha Industrial Authority, or any subsidiary or entity of the governing body of the City of Chickasha has possession of at the following banks:
 - * First National Bank
 - * Stillwater National Bank
 - * Arvest Bank
 - * Community Bank of Oklahoma
 - * Bank of Oklahoma
 - * Liberty National Bank

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

4. Consideration and Discussion Items:

- a. Discussion, consideration and possible action to renew the contract with Fort Cobb Reservoir Master Conservancy District.

5. Motion for Adjournment.



City of
CHICKASHA

Meeting Type: CMA Agenda 5-3-2021

Meeting Date: 5/3/2021

Department: City Clerk

Agenda Item No. 2.a.

AGENDA ITEM: Acceptance the Minutes of the April 19, 2021 regular meeting and the Minutes of the April 22, 2021 Special Meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept the Minutes of the April 19, 2021 regular meeting and the Minutes of the April 22, 2021 Special Meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:

1. CMA 4-22-2021 - Special
2. CMA 4-19-2021

April 22, 2021

The **SPECIAL** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 22nd day of April 2021, 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 6:30 p.m.

ITEM 1. **Call to Order / Roll Call**

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
 Zachary Grayson, Vice-Chairman
 Kelly Boyd
 Oscar Nelson
 Brian Gerdes
 David Sikes
 Georgianne Hebblethwaite
 Clark VanDyck

ABSENT: R. P. Ashanti-Alexander

STAFF

PRESENT: Susan M. McDaniel, City Clerk

Shae Mortimer, Marketing & Civic Engagement Manager

ITEM 2. **Consent Docket: ITEM 2a – ITEM 2d**

No Items Presented

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

No action taken on Item 3.

6:30 P.M.

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

ITEM 4a. **Discussion, consideration and possible action to approve the Bid CMAA-2102 for W.E.B. Construction for the Grand Development Phase 1 project in the amount of \$495,105.00.**

*Motion by Council Member Sikes and second by Council Member Nelson to award bid CMA-2102 to W.E.B. Construction for the Grand Development Phase 1 project in the amount of \$495,105.00.

Roll call vote:

Ayes:" Boyd, Nelson, Hebblethwaite, Sikes, Grayson, VanDyck, Gerdes and Mosley.

"Nays:" None

"Abstain:" None

Motion carried. 8-0

ITEM 5. **Motion to Adjourn.**

*Motion by Trustee Grayson, second by Trustee Nelson to adjourn.

Meeting adjourned.

TIME: 6:31 P.M.

Chris Mosley, Chairman

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Approved this 3rd day of May 2021.

April 19, 2021

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the Council Chambers in City Hall on the 19th day of April 2021, 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 6:54 p.m.

ITEM 1. **Call to Order / Roll Call**

CHAIRMAN AND TRUSTEES

PRESENT: Chris Mosley, Chairman
Zachary Grayson, Vice-Chairman
Kelly Boyd
Oscar Nelson
R. P. Ashanti-Alexander
Brian Gerdes
David Sikes
Georgianne Hebblethwaite
Clark VanDyck

ABSENT: None.

STAFF

PRESENT: Leasa Furr, Asst. City Manager
Amanda Mullins, City Attorney
Susan M. McDaniel, City Clerk
G. G. Music, Asst. Police Chief
Lillie Huckaby, Library Director
Tony Samaniego, Deputy Fire Chief
Rachel Bernish, Community Development Director
Kyle Marks, Parks & Rec Director
Shae Mortimer, Marketing & Civic Engagement Manager

ITEM 2. **Consent Docket: ITEM 2a – ITEM 2d**

ITEM 2a. **Acceptance of the minutes of the April 5, 2021 regular meeting.**
ITEM 2b. **Acceptance of Claims List.**

6:54 P.M.

ITEM 2c. Acceptance of the Financials for March 2021.
ITEM 2d. Ratify approval of broker services to INSURICA.

*Motion by Trustee Nelson, second by Trustee Grayson to approve Consent Docket:
ITEM 2a – ITEM 2d.

Roll call vote:

Ayes:” Boyd, VanDyck, Nelson, Hebblethwaite, Grayson, Ashanti-Alexander, Gerdes, Sikes, 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:**

**ITEM 4a. Discussion, consideration and possible action to accept the
CMA-2101 Emergency Storm Debris Removal project as
complete and authorize final payment.**

*Motion by Council Member Nelson and second by Council Member Sikes to accept the
CMA-2101 Emergency Storm Debris Removal Project as complete and authorize final
payment to Greenbelt Turf Management in the amount of \$71,000.00.

Roll call vote:

Ayes:” Boyd, Nelson, Hebblethwaite, Sikes, Grayson, Ashanti-Alexander,
VanDyck, Gerdes and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

**ITEM 4b. Discussion, consideration and possible action to award bid
CMA-2004 P.C. Concrete Street Repairs Project.**

*Motion by Council Member Sikes and second by Council Member Ashanti-Alexander to
award bid CMA-2004 to Schiralli Construction in the amount of \$50,610.00.

Roll call vote:

Ayes:” Boyd, Nelson, Hebblethwaite, Sikes, Grayson, Ashanti-Alexander,
VanDyck, Gerdes and Mosley.

“Nays:” None

“Abstain:” None

6:54 P.M.

Motion carried. 9-0

**ITEM 4c. Discussion, consideration and possible action to award bid
CMA-2005 Bituminous Pavement Rehabilitation Project.**

*Motion by Council Member Nelson and second by Council Member Sikes to award bid
CMA-2005 to Schiralli Construction in the amount of \$58,121.00.

Roll call vote:

Ayes:” Boyd, Nelson, Hebblethwaite, Sikes, Grayson, Ashanti-Alexander,
VanDyck, Gerdes and Mosley.

“Nays:” None

“Abstain:” None

Motion carried. 9-0

ITEM 5. Motion to Adjourn.

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

Meeting adjourned.

TIME: 6:57 P.M.

Chris Mosley, Chairman

ATTEST:

Susan M. McDaniel, City Clerk

(SEAL)

Approved this 3rd day of May 2021.



City of
CHICKASHA

Meeting Type: CMA Agenda 5-3-2021

Meeting Date: 5/3/2021

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: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 5-3-2021

Meeting Date: 5/3/2021

Department: Administration

Agenda Item No. 2.c.

AGENDA ITEM: Acceptance of Addendum 1 for CMA-2101 to correct scrivener's errors.

I. BACKGROUND/DESCRIPTION:

Addendum 1 for CMA 2102 is to correct scrivener's errors.

II. RECOMMENDED ACTION:

Consent to accept the attached addendum for CMA 2102.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Asst. City Manager	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:

1. CMA-2102 Addendum 1 w attachments



ADDENDUM #1

DATE: March 18, 2021

PROJECT: Chickasha Municipal Authority
RFP CMA-2102 - WATER MAIN AND
SANITARY SEWER MAIN CONSTRUCTION
GRAND DEVELOPMENT PHASE 1

This Addendum clarifies, corrects or changes the Bid Documents or Contract Requirements as noted:

1. Since ODEQ Permits-to-Construct for Water Mains and Sanitary Sewer Mains have not yet been issued, the bid submittal deadline has been revised to Wednesday, April 7, 2021. The time of the bid submittal deadline remains 1:30 p.m. local time. See attached REVISED Bid Proposal form, which is revised only to reflect the revised Bid Submittal Deadline.
2. Various references are made in the Specifications to the City of Duncan. The Specifications are hereby revised to list City of Chickasha in these instances. Delete all references in the Specifications to "City of Duncan" and replace with "City of Chickasha". Specification sections that this applies to are:
500.04A
500.04C
510.02, 2nd paragraph
511.02
521.02
525.02.02
3. Section 516 of the Specifications (Fire Hydrants) is hereby revised, copy attached.
4. Sheet WM2 of the Drawings is hereby revised, copy attached.

Receipt of Addendum #1 is
hereby acknowledged by:

Name of Firm

Date

Name/Title

***ALL BIDDERS MUST SUBMIT A SIGNED COPY OF THIS ADDENDUM WITH THEIR BID.
REVISED SECTION 516 AND SHEET WM2 NEED NOT BE SUBMITTED.***



117 North 4th Street
Chickasha, Ok 73018

BID PROPOSAL (REVISED FORM)
WATER MAIN AND SANITARY SEWER MAIN
CONSTRUCTION
GRAND DEVELOPMENT PHASE 1

Submission Deadline April 7, 2021
1:30 p.m.

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the
State of _____, doing business as _____
to the Chickasha Municipal Authority (hereinafter call "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all
work for the construction of RFP CMA-2102 Water Main and Sanitary Sewer Main
Construction, Grand Development Phase 1, in Chickasha, Ok in strict accordance with
the contract documents within the time set forth therein and at the prices stated on
the Bid Schedule.

TOTAL BID (WORDS) _____

Bidder: _____ By: _____

Name of Company

Signature & Title

Mailing Address: _____

Phone No

Fax No

Email

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

MY COMMISSION EXPIRES:

NOTARY PUBLIC

BID SCHEDULE

WATER MAIN CONSTRUCTION					
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	UNIT PRICE	TOTAL PRICE
1.1	8" PVC WATER MAIN, INSTALLED	LF	2,450	\$	\$
1.2	6" PVC WATER MAIN, INSTALLED	LF	35	\$	\$
1.3	10" STEEL CASING, INSTALLED BY DRY BORE	LF	30	\$	\$
1.4	8" MJ GATE VALVE W/ BOX, INSTALLED	EA	12	\$	\$
1.5	6" MJ GATE VALVE W/ BOX, INSTALLED	EA	1	\$	\$
1.6	8" X 90° MJ BEND, INSTALLED	EA	1	\$	\$
1.7	8" X 45° MJ BEND, INSTALLED	EA	5	\$	\$
1.8	8" X 22.5° MJ BEND, INSTALLED	EA	12	\$	\$
1.9	8" X 11.25° MJ BEND, INSTALLED	EA	1	\$	\$
1.10	8" X 8" MJ TEE, INSTALLED	EA	5	\$	\$
1.11	8" X 6" MJ TEE, INSTALLED	EA	5	\$	\$
1.12	8" X 6" MJ REDUCER, INSTALLED	EA	1	\$	\$
1.13	8" MJ PLUG, INSTALLED	EA	3	\$	\$
1.14	6" X 6" MJ TEE, INSTALLED	EA	1	\$	\$
1.15	FIRE HYDRANT ASSY (4'-6" BURY) INSTALLED	EA	5	\$	\$
1.16	DISINFECTION	LF	2,485	\$	\$
1.17	HYDROSTATIC PRESSURE TESTING	LF	2,485	\$	\$
1.18	PAVED DITCH REMOVAL AND REPLACEMENT	SY	11	\$	\$
1.19	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$	\$

SUBTOTAL (NUMBERS) \$

(CONTINUED NEXT PAGE)

BID SCHEDULE (CONTINUED)

SANITARY SEWER MAIN CONSTRUCTION					
PAY ITEM	PAY ITEM DESCRIPTION	UNITS	EST QTY	UNIT PRICE	TOTAL PRICE
2.1	8" PVC SANITARY SEWER MAIN, INSTALLED	LF	2,020	\$	\$
2.2	10" PVC SANITARY SEWER MAIN, INSTALLED	LF	750	\$	\$
2.3	SANITARY SEWER MANHOLE, INSTALLED	EA	10	\$	\$
2.4	CLEANOUT, INSTALLED	EA	2	\$	\$
2.5	REMOVE EXISTING SANITARY SEWER MAIN	LF	330	\$	\$
2.6	SEWER FLOW CONTROL	LSUM	1	\$	\$
2.7	MODIFY EXISTING MANHOLE	EA	1	\$	\$
2.8	LEAKAGE TESTING	LF	2,020	\$	\$
2.9	DEFLECTION TESTING	LF	2,020	\$	\$
2.1	PAVEMENT REMOVAL AND REPLACEMENT	SY	150	\$	\$
2.11	INTEGRAL CURB, 6" BARRIER	LF	120	\$	\$
2.12	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	\$	\$

SUBTOTAL (NUMBERS) \$ _____

TOTAL BID (NUMBERS) \$ _____

TOTAL BID (WORDS) _____

SECTION 516 – FIRE HYDRANTS (REVISED)

516.01 – DESCRIPTION

This section covers fire hydrants intended to be used for fire protection when specified or called for on the plans. The hydrant shall be located and positioned in such a way as to be accessible and protected from traffic.

516.02 – MATERIALS

516.02.01 – GENERAL

All fire hydrants furnished shall conform to AWWA C-502, as amended, or as modified herein. Fire hydrants shall be WaterMaster 5CD250 3-way fire hydrant, 5 ¼" valve opening, 2-2 ½" hose nozzles, 1-4 1/2" pumper nozzle, 6" M.J. Shoe, red color, City of Chickasha specifications or approved equal.

516.02.02 – SUBMITTALS

The Contractor shall provide three (3) copies of all submittals for fire hydrants. The submittal shall clearly identify the make, model, design, and metal characteristics for approval by the Engineer prior to installation.

Drawings shall show principal dimensions, metal thickness, construction details, materials used in all parts of the fire hydrant with ASTM designation and structural properties. Net assembled weight of hydrants shall be shown.

Specifications shall include comprehensive parts list with sufficient drawings or details to clearly identify parts.

516.02.03 – AFFIDAVIT OF COMPLIANCE

The Contractor shall provide an Affidavit of Compliance that fire hydrants furnished comply with all provisions of these specifications.

516.02.04 – TYPE OF SHUT-OFF

Type of shut-off shall be of the compression type with the flow.

516.02.05 – DELIVERY CLASSIFICATION

All hydrants shall be equipped with two (2) hose nozzles and one (1) steamer nozzle. Leaded in nozzles shall not be acceptable.

516.02.06 – INLET CONNECTION

Unless otherwise specified, the inlet connection shall be a mechanical joint hub complete with all joint accessories. All mechanical joint gland bolts shall be high strength, low alloy, corrosion resistant material, such as Cor-Ten or equal, as specified in ASTM A-252. The inlet valve opening shall be five and one-quarter (5¼") inches net.

516.02.07 – OUTLET CONNECTIONS

The outlet connections shall be two (2) hose nozzles, two and one-half inches (2½") in nominal I.D. 8-274 I.P. Thread and one (1) pumper nozzle four and one-half inches (4 1/2") in nominal I.D. with NST threads.

516.02.08 – RESTRAINED JOINTS

Restrained Joints shall be furnished when specified or called for on the plans.

516.02.09 – NOZZLE CAP GASKET

Gaskets shall be furnished on all nozzle caps. Gaskets shall be neoprene.

516.02.10 – DRAIN VALVE AND OUTLET

A positive operating drain valve or valves shall be provided.

516.02.11 – PAINT

Fire hydrants shall be painted with two (2) coats of red enamel paint manufactured by Pittsburgh Paint or approved equal. Each coat of paint shall have a minimum dry thickness of two (2) mils.

516.02.12 – SHAPE AND SIZE OF OPERATING AND CAP NUTS

The operating and cap nuts shall be 1-1/2" Pentagonal nuts.

516.02.13 – BREAKABLE TYPE

Breakable type (traffic models) shall be furnished. A breakable type hydrant is one that requires no excavation and shall break at the design point.

516.02.14 – STAND PIPE, FLANGES, AND EXTENSIONS

Breakable parts of standpipe shall be located approximately three inches (3") but not more than five inches (5") above the ground line. These parts shall be of the breakable flange type, breakable coupling or integral flange with sawed bolts. Breakable flanges screwed to the standpipe shall not be accepted. The flange on each end shall have at least eight (8) bolts, or other acceptable method to permit proper orientation of nozzles in forty-five degree (45°) increments and shall be designed so that a wrench can be used on nuts and bolts. Extension of hydrant shall be made by adding at the ground line flange a new coupling and stem section equal to the length of the extension. Stem extensions made by adding new section of stem to the threaded section of the stem at the top of the hydrant shall not be acceptable.

516.02.15 – STEM

Provisions shall be made in the design of the stem to disconnect the stem from the hydrant parts above the standpipe break point in the event of traffic accidents.

516.02.16 – COUPLINGS

If breakable or sleeve type couplings are used, they shall have sufficient torsional strength such that a torsional failure of the stem shall occur at some point other than coupling. Design of the

coupling shall be such that when the coupling is broken, no parts shall come loose and fall into hydrant, and the break shall not occur through the pins or bolts holding the coupling to the stem.

516.02.17 – GROUND LINE GASKETS

Gaskets furnished for ground line flanges shall be full face, or flange shall be recessed.

516.02.18 – MAIN AND VALVE SEATS

Main valve seats on the hydrant shall be of such design that incorrect positioning is impossible and that the threads shall be adequately guided into position. Arrangements shall also be made to hold the main valve gasket in place during assembly. The main valve seat shall be made of bronze and threaded into a bronze retainer ring or it may be threaded into a heavy bronze bushing in the hydrant base. All bronze parts in constant contact with the water shall be of type "A", "D", or "E" bronze in accordance with Table 1, AWWA C-212.

516.02.19 – NOZZLE CAP CHAINS

All fire hydrants shall be equipped with nozzle cap chains.

516.02.20 – FLANGES

All flanges shall have a minimum thickness of seven-eighths inch (7/8"). Bolt hole edge distance shall be sufficient to provide full support for the bolt heads and nuts.

516.02.21 – OPERATING STEMS

Operating stems shall be high grade bronze, wrought iron or steel. Stem nuts shall be bronze. Where passing through O-rings, iron or steel stems shall have a bronze, stainless steel, or other non-corrodible metal sleeve. Operating threads shall be sealed against contact with water regardless of open or closed position of the main valve. An internal lubricant chamber shall be provided as a part of the dry top construction. An external access for adding lubricant shall be provided.

516.02.26 – O-RINGS

Fire hydrants shall be equipped with O-rings in lieu of stem packing.

516.02.27 – CAP NUTS

The hydrants shall have a cap nut to seal the bottom end of the stem threads against contact with water.

516.04 – CONSTRUCTION METHODS

516.04.01 – BURY LENGTH

Unless otherwise specified, hydrants shall be furnished with a depth of bury to match the water main depth.

516.04.02 – TAPPING OF DRAIN OPENING

Tapping of drain opening shall not be required.

516.04.03 – DIRECTION OF OPENING

The direction of opening shall be to the left or Counter-Clockwise. An arrow and the word "OPEN"

shall be cast in relief to be clearly visible on the top of the hydrant, to designate the direction of opening. A minimum number of turns to open shall be ten (10).

516.04.04 – INSTALLATION

The hydrant shall be inspected and cleaned prior to installation. It shall be placed on a concrete mat not less than four inches (4") thick and sixteen inches (16") square. The rear side of the hydrant, opposite the pipe, shall be blocked with concrete between the hydrant and a vertical face of undisturbed earth. A minimum of seven (7) cubic feet of crushed rock shall be placed around and below the hydrant to allow the hydrant to properly drain. The hydrant shall be firmly supported prior to backfill.

516.05 – TESTING

Hydrostatic tests outlined in AWWA C-502 shall be complied with.

516.06 – METHOD OF MEASUREMENT

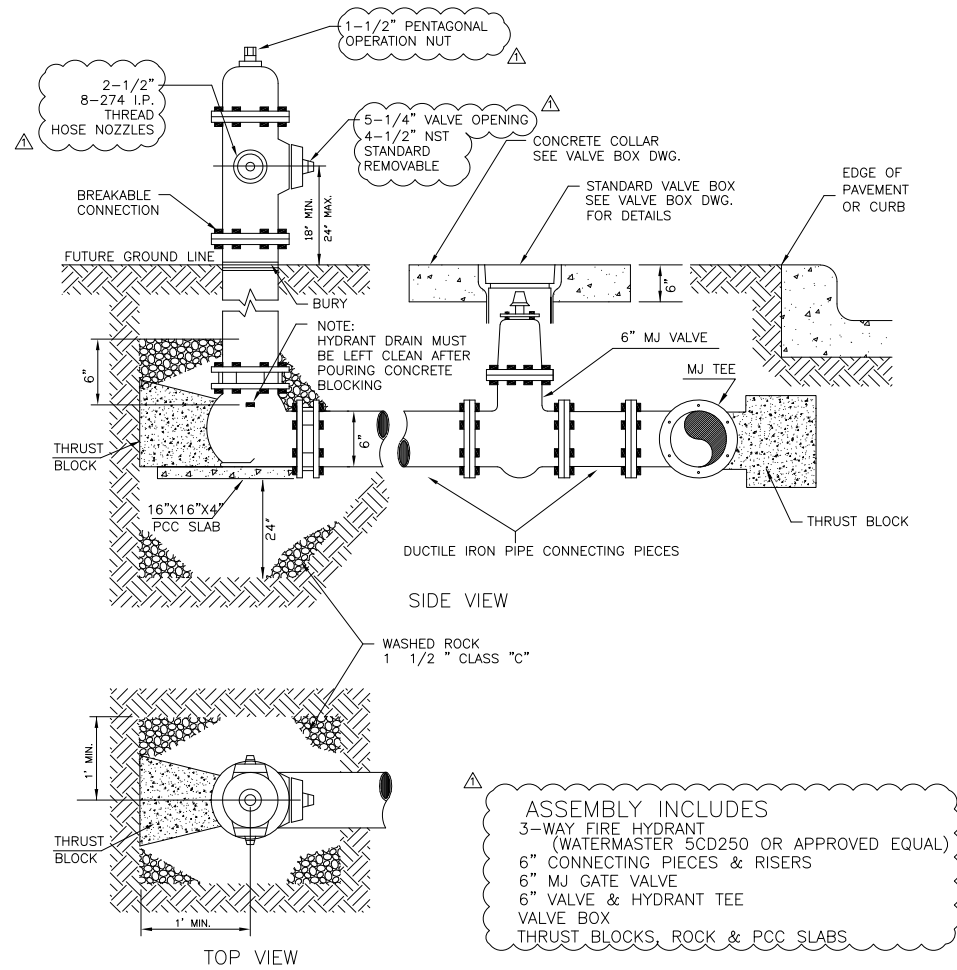
Payment for "Fire Hydrant Assembly" shall be made at the unit price bid per each. Price bid for "Fire Hydrant Assembly" shall be full compensation for equipment, labor and materials for complete and acceptable installation of a fire hydrant per City of Chickasha standards, including fire hydrant, TEE, Gate valve, extension pipe, riser pipe and up to five (5) linear feet of 6" diameter ductile iron pipe connection between fire hydrant and water main.

516.07 – BASIS OF PAYMENT

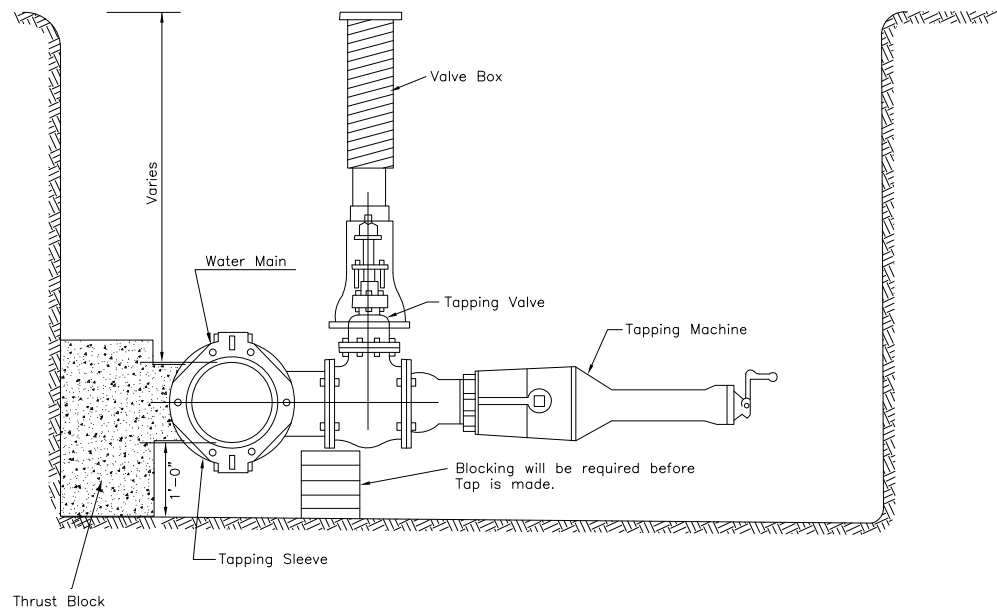
The items measured as provided above will be paid for at the contract unit price bid:

FIRE HYDRANT ASSEMBLY	EA.
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Such payment shall be compensation in full for furnishing all materials, labor, equipment, tools and incidentals, and for performing the work in accordance with these specifications.

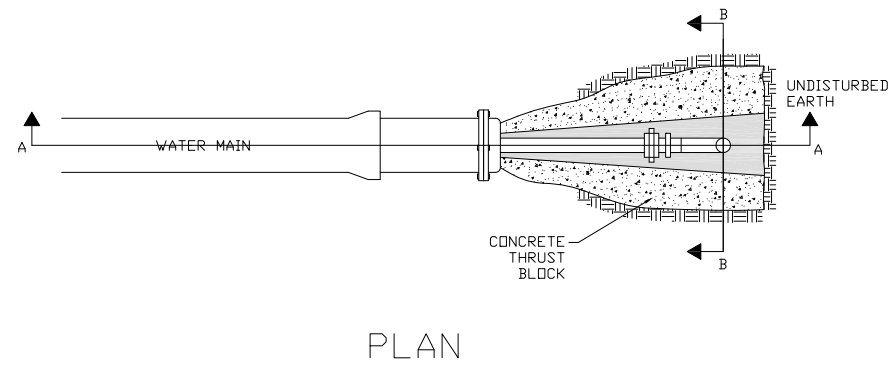


FIRE HYDRANT ASSEMBLY

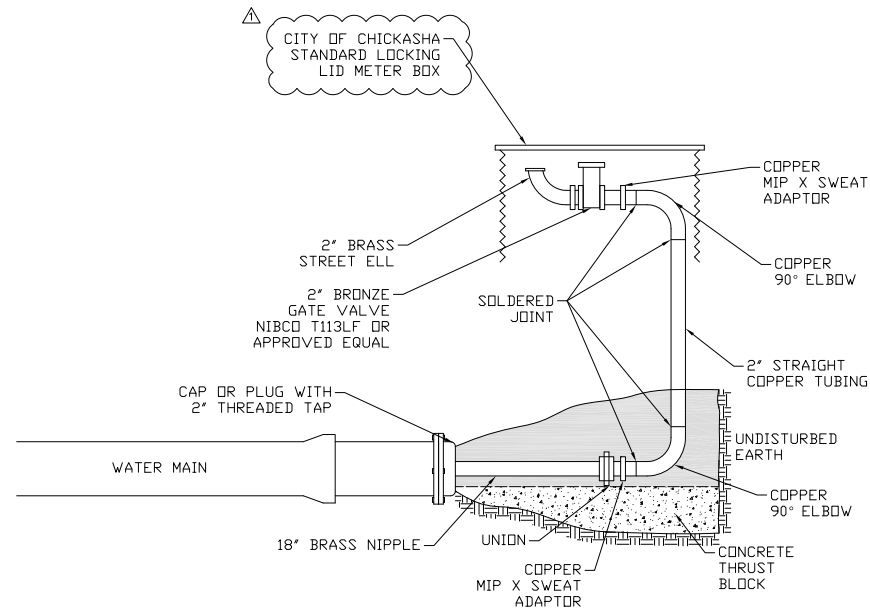


BLOCKING FOR TAPPING VALVE

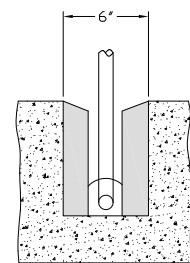
2" BLOWOFF FOR DEAD END WATERLINE



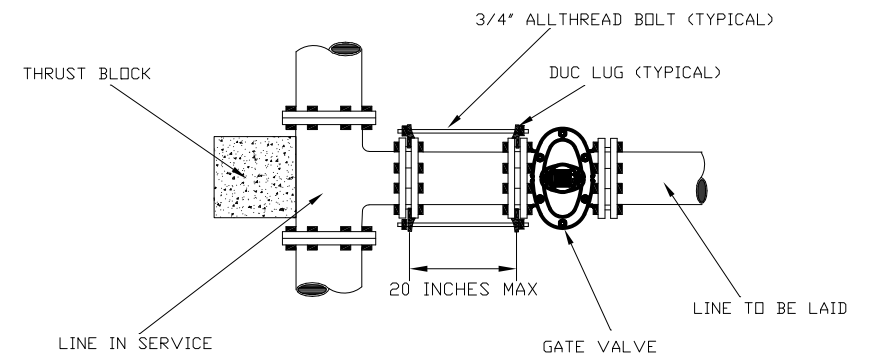
PLAN



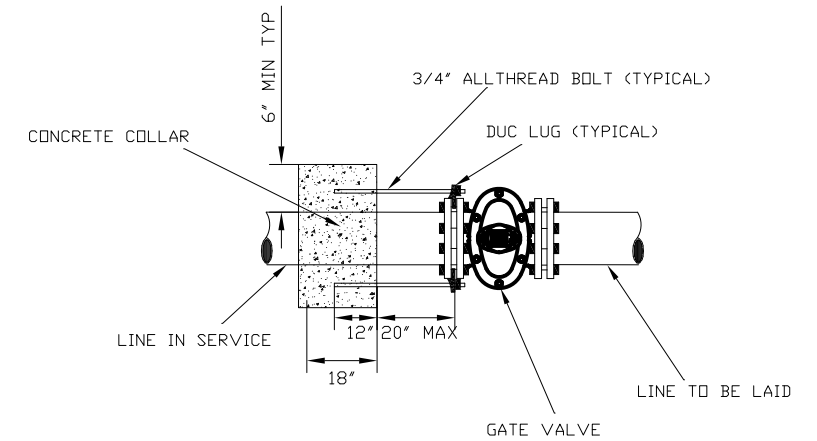
SECTION A-A



SECTION B-B



NOTE: USE NUMBER OF BOLTS W/ DUC LUGS ACCORDING TO THE SCHEDULE BELOW, EQUALLY SPACED.



NOTE: USE NUMBER OF BOLTS W/ DUC LUGS ACCORDING TO THE SCHEDULE BELOW, EQUALLY SPACED.

PIPE SIZE	MINIMUM NUMBER OF BOLTS
6"	2
8"	3
10"	4
12"	4

TYPICAL MECHANICAL JOINT RESTRAINTS
 USING 3/4-INCH ALL-THREAD BOLTS AND DUC LUGS

3/15/2021



City of
CHICKASHA

Meeting Type: CMA Agenda 5-3-2021

Meeting Date: 5/3/2021

Department: City Clerk

Agenda Item No. 2.d.

AGENDA ITEM: Accept and ratify the change in bank signatories to Chris Mosley, Mayor, Zachary Grayson, Vice-Mayor, Leasa Furr, Asst. City Manager and Susan McDaniel, City Clerk to all accounts held by the City of Chickasha, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, Chickasha Industrial Authority, or any subsidiary or entity of the governing body of the City of Chickasha has possession of at the following banks:

- * First National Bank**
- * Stillwater National Bank**
- * Arvest Bank**
- * Community Bank of Oklahoma**
- * Bank of Oklahoma**
- * Liberty National Bank**

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept and ratify the change in bank signatories to Chris Mosley, Mayor, Zachary Grayson, Vice-Mayor, Leasa Furr, Asst. City Manager and Susan McDaniel, City Clerk to all accounts held by the City of Chickasha, Chickasha Municipal Authority, Chickasha Municipal Airport Authority, Chickasha Industrial Authority, or any subsidiary or entity of the governing body of the City of Chickasha has possession of at the following banks:

- * First National Bank**
- * Stillwater National Bank**
- * Arvest Bank**
- * Community Bank of Oklahoma**
- * Bank of Oklahoma**

* Liberty National Bank

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director:	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: May 3, 2021	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: CMA Agenda 5-3-2021

Meeting Date: 5/3/2021

Department: Administration

Agenda Item No. 4.a.

AGENDA ITEM: Discussion, consideration and possible action to renew the contract with Fort Cobb Reservoir Master Conservancy District.

I. BACKGROUND/DESCRIPTION:

- Staff has received the attached letter and renewal contract documents from the Fort Cobb Reservoir Master Conservancy District.
- Fort Cobb supplies water to the residents and commercial properties for the City of Chickasha.
- The last contract renewal was in May of 2010.
- The rates can be negotiated by the Interim City Manager but the process must be initiated through the acceptance of the contract and authorization by Council allowing the Interim City Manager to execute the necessary documents.

II. RECOMMENDED ACTION:

Staff recommends acceptance of the contract and authorizing the Interim City Manager to negotiate rates and execute the necessary documents.

III. FISCAL INFORMATION - This is a budgeted item.

31-34-5301-007

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT

Meeting Date: May 3, 2021	(From)	
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V. ATTACHMENTS:

1. Fort Cobb Reservoir Contract Renewal

Fort Cobb Reservoir Master Conservancy District

9 Airport Road

P.O. Box 40

Anadarko, OK 73005-0040

Phone: 405 247-3782 Fax: 405 247-3037

April 29, 2021

Ms. Leasa Furr, Asst. City Manager
City of Chickasha
117 N. 4th Street
Chickasha, OK

Subject: Water Service Contract Renewal between the Fort Cobb Reservoir Master Conservancy District (District) and the Chickasha Municipal Authority (Authority)

Dear Ms. Furr,

Enclosed is an original and two duplicate originals of the Water Service Contract Renewal, originally executed September 8, 1966 and subsequently amended, between the District and the Authority, which are ready for signature.

Should you find the terms and conditions of the proposed contract acceptable, please have the appropriate individual sign, but not date, all three documents and have the signatures attested. Please call Ginger at 405-247-3782 so she can pick up the three copies for the District's board of directors and the Bureau of Reclamation to execute. Please return by May 21, 2021.

Once the Contract has been executed on behalf of Reclamation, and returned to the District. I will provide you a copy of the fully executed Contract Renewal.

If you have any questions, please contact me at 405-247-3782 or fcrmcddo@gmail.com.

Sincerely,



Darin Clift
District Manager
Fort Cobb Reservoir Master Conservancy District

Enclosures – 3

CONTRACT
BETWEEN THE
FORT COBB RESERVOIR MASTER CONSERVANCY DISTRICT
AND THE
CHICKASHA MUNICIPAL AUTHORITY, OF CHICKASHA, OKLAHOMA

This contract, made this _____ day of _____, 2021, between the FORT COBB RESERVOIR MASTER CONSERVANCY DISTRICT (District) and the CHICKASHA MUNICIPAL AUTHORITY (Authority), a public trust, each duly created and existing under the laws of the State of Oklahoma.

WINESSETH, THAT:

WHEREAS, the District has contracted with the United States for repayment of the costs of constructing the Fort Cobb Division of the Washita River Basin Reclamation Project (Project), Oklahoma (Contract No. 14-06-500-295, dated July 23, 1957 as amended and supplemented); and

WHEREAS, the Authority has been receiving water from the Project pursuant to a contract with the District since the 8th day of September 1966; and

WHEREAS, the District and Authority executed a new contract on the 14th day of May 1992, Article 15(a) of which states that this contract shall continue thereafter for a period of twenty (20) years and may be renewed by the Authority thereafter for one period of ten (10) years and further renewed thereafter upon mutual agreement of the parties; and

WHEREAS, the District and Authority renewed and extended the May 14, 1992 Contract on the 18th day of May 2010 for one period of ten (10) additional years as allowed under Article 15(a), resulting in a contract expiration date of June 30, 2021; and

WHEREAS Article 15(a) further states that following the 10-year extension, the contract may be renewed thereafter upon mutual agreement of the parties; and

WHEREAS, the District signed a Memorandum of Agreement on the 15th day of March 2013 to participate in the Upper Washita Basin Study (UWBS) in collaboration with the Oklahoma Water Resources Board and Bureau of Reclamation (Reclamation); and

WHEREAS, under the UWBS, Reclamation is updating its firm yield estimate of Fort Cobb Reservoir (Reservoir), taking into consideration the potential impacts of current and future development of ground- and surface-water resources within the drainage basin contributing inflow into the Reservoir. Reclamation also is developing designs and cost estimates for alternatives to convey water from the Reservoir to the District's member entities and to the Authority; and

WHEREAS, the UWBS is scheduled to be completed by the end of the calendar year 2023; and

WHEREAS, the District and the Authority believe it to be in their mutual best interests to enter into a short-term contract renewal pursuant to Article 15(a) of the 1992 Contract, and to wait until the UWBS is completed before consideration of executing a long-term contract for the sale of water.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed between the parties hereto as follows:

THE AGREEMENT

The District and Authority acknowledge and agree that all Articles included in the May 14, 1992 Contract remain applicable and in effect as part of this Contract renewal, except where otherwise herein specifically amended as follows:

ARTICLE 4. Rates.

This article is hereby amended as follows to adjust the water rate for inflation as measured based on the change in the Consumer Price index (CPI), U.S. City Average for All Urban Customers, which has occurred from 1992 through 2019:

- (a) Replace twelve cents (12¢) with twenty-three cents (23¢).
- (b) Replace three cents (3¢) with six cents (6¢).
- (c) Replace nine cents (9¢) with sixteen cents (16¢).

ARTICLE 5. Adjustment of Rates.

This article is hereby deleted.

ARTICLE 13. Federal and State Laws

This article is hereby amended as follows:

Provision (d), "Equal Opportunity Employment", is added as follows:

During the performance of this contract the Authority agrees as follows:

- (1) The Authority will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Authority will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
- (2) The Authority will, in all solicitations or advancements for employees placed by or on behalf of the Authority, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Authority will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee

who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Authority's legal duty to furnish information.

- (4) The Authority will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Authority's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Authority will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Authority will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Authority's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Authority may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Authority will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Authority will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Authority becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Authority may request the United States to enter into such litigation to protect the interests of the United States.

Provision (e), "Civil Rights Laws and Regulations", is added as follows:

- (1) The Authority shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.)

- (2)) Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.
- (3) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Authority agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.
- (4) The Authority makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Authority by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Authority recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.
- (5) Complaints of discrimination against the Authority shall be investigated by the Contracting Officer's Office of Civil Rights.

Provision (f), "Certification of Nonsegregated facilities", is hereby added as follows:

- (1) The Authority hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Authority agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Authority further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

ARTICLE 15. Term of the Contract

This article is hereby amended as follows:

- (a) The effective date of this contract is July 1, 2021, and shall continue thereafter for a period of up to five (5) years and may be further renewed thereafter upon mutual agreement of the parties.
- (b) This provision is hereby deleted.

ARTICLE 22. Notices

This article is hereby amended as follows:

Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the District, when mailed, postage prepaid, or delivered to the:

Chickasha Municipal Authority
117 N. 4th Street
Chickasha, Oklahoma 73018

and

Area Manager, Oklahoma Texas Area Office
Bureau of Reclamation
5316 Highway 290 West
Suite 110
Austin, Texas 78735

and on behalf of the Authority, when mailed, postage prepaid, or delivered to the:

Fort Cobb Reservoir Master Conservancy District
9 Airport Road
P.O. Box 40
Anadarko, Oklahoma 73005

and

Area Manager, Oklahoma Texas Area Office
Bureau of Reclamation
5316 Highway 290 West
Suite 110
Austin, Texas 78735

BINDING EFFECT

This contract shall be binding on the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this contract to be duly executed in several counterparts, each of which shall constitute an original, all on the day and year first above written.

FORT COBB RESERVOIR MASTER CONSERVANCY DISTRICT

By _____
President

ATTEST:

Secretary

CHICKASHA MUNICIPAL AUTHORITY

By _____

ATTEST:

Secretary

APPROVED AS TO FORM AND SUBSTANCE:

UNITED STATES OF AMERICA

By _____
Brent C Esplin
Regional Director
Bureau of Reclamation