

**CHICKASHA MUNICIPAL AUTHORITY**

**AGENDA**

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

**TIME OF MEETING**

**6:30 P.M.**

**DATE OF MEETING**

**MONDAY, JULY 2, 2018**

1. **Call to Order / Roll Call.**
2. **Consent Docket:**
  - a. Approve the minutes for the June 18, 2018 regular meeting.
3. **Discussion/Approval of Items Removed from Consent Docket:**
4. **Consideration and Discussion:**
  - a. Consideration, discussion and possible action to approve an Amendment to the Contract Documents for Operation of Water and Wastewater Systems.
5. **Motion for Adjournment.**

**CMA Action Form**

**Consent Item No. 2 a**

**Meeting Date:**

**July 2, 2018**

**Staff Contact:**

**Susan M. McDaniel, City Clerk**

---

**Agenda Item:**

Approve the minutes for the June 18, 2018 regular meeting.

**Department:**

City Clerk

---

**Background/Description of Item:**

Approval is requested for the minutes of the June 18, 2018 regular meeting.

**Staff Recommendation:**

Approve minutes and authorize filing thereof.

Attachment - Minutes



*Office of the  
City Clerk*

**June 18, 2018**

The **REGULAR** meeting of the **CHICKASHA MUNICIPAL AUTHORITY** was held in the council chambers in city hall on the 18th day of June 2018, 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 6:38 p.m.

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

**CHAIRMAN AND TRUSTEES**

**PRESENT:**                    Chris Mosley, Chairman  
   Kimberly Loggins, Vice-Chairman  
   Cody Turpin  
   Jim Hopkins  
   David Sikes  
   Joseph Molder  
   Zachary Grayson  
   Mark Keeling

**ABSENT:**                    R. P. Ashanti-Alexander

**STAFF**

**PRESENT:**                    Ryan Riddel, City Attorney  
   John Noblitt, City Manager  
   Susan M. McDaniel, City Clerk  
   Brian Zalewski, Fire Chief  
   James Wiedenmeier, Police Dept.  
   Lillie Huckaby, Library Director

**ABSENT:**                    Gene Winsett, Community Development Director  
   Kamie Brookshire, HR Director

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

**ITEM 2a.**                    **Approve the minutes of the June 4, 2018 regular meeting.**  
**ITEM 2b.**                    **Acceptance of the Financial Reports for the month of May 2018.**  
**ITEM 2c.**                    **Approve and ratify the Resolution 2018-5R adopting the Budget for FY 2018-2019.**

Chickasha Municipal Authority Meeting 6-18-2018  
6:38 P.M.

- ITEM 2d.** Approve the Letter of Engagement between the City of Chickasha and Angel, Johnston & Blasingame, P.C. for auditing services for fiscal year ending June 30, 2018; and authorize Mayor and City Manager to execute the same.
- ITEM 2e.** Approve the renewal of the Workers' Compensation Plan with the Oklahoma Municipal Assurance Group (OMAG) for the FY 2018-19 in the amount of \$557,918.00.

\*Motion by Trustee Turpin, second by Trustee Loggins to approve Consent Docket: ITEM 2a through ITEM 2e .

Roll call vote:

Ayes:" Hopkins, Turpin, Loggins, Mosley, Sikes, Molder, Keeling and Grayson  
"Nays:" None  
"Abstain:" None  
Motion carried. 8-0

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

No action taken on Item 3.

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

- ITEM 4a.** Discussion, consideration and possible action to approve a contract with Chisholm Trail Consulting, LLC for the reinforcement concrete box repair project – Congo Creek at Henderson Street.

\*Motion by Trustee Sikes, second by Trustee Turpin to approve to approve a contract with Chisholm Trail Consulting, LLC for the reinforcement concrete box repair project – Congo Creek at Henderson Street.

Roll call vote:

Ayes:" Turpin, Loggins, Mosley, Sikes, Molder, Keeling, Grayson and Hopkins  
"Nays:" None.  
"Abstain:" None  
Motion carried. 8-0

- ITEM 4b.** Discussion, consideration and possible action to award bid CMA-1805 9<sup>th</sup> Street Sanitary Sewer Extension Project to H & H Plumbing in the amount of \$473,983.50.

Chickasha Municipal Authority Meeting 6-18-2018  
6:38 P.M.

\*Motion by Trustee Turpin, second by Trustee Loggins to award bid CMA-1805 9<sup>th</sup> Street Sanitary Sewer Extension Project to H & H Plumbing in the amount of \$473,983.50.

Roll call vote:

Ayes:” Loggins, Mosley, Sikes, Molder, Keeling, Grayson, Hopkins and Turpin.  
“Nays:” None  
“Abstain:” None  
Motion carried. 8-0

**ITEM 4c. Discussion, consideration and possible action to authorize a transfer of possession of Lake Lease for Cottonwood Lot #19.**

\*Motion by Trustee Turpin, second by Trustee Loggins to authorize a transfer of possession of Lake Lease for Cottonwood Lot #19.

Roll call vote:

Ayes:” Keeling,  
“Nays:” Mosley, Ashanti-Alexander, Sikes, Molder, Grayson, Hopkins, Turpin and Loggins  
“Abstain:” None  
Motion failed. 1-7

**ITEM 5 Motion to Adjourn.**

Chairman Mosley reported no further business and that the meeting was adjourned.

TIME: 6:45 P.M.

\_\_\_\_\_  
Chris Mosley, Chairman

ATTEST:

\_\_\_\_\_  
Susan M. McDaniel, City Clerk

(SEAL)

Approved this 2<sup>nd</sup> day of July 2018.

**CMA Action Form**  
**Meeting Date:**  
**Staff Contact:**

**Consideration and Discussion Item No. 4 a**  
**July 2, 2018**  
**John Noblitt, City Manager**

---

**Agenda Item:** Consideration, discussion and possible action to approve an Amendment to the Contract Documents for Operation of Water and Wastewater Systems.

**Department:** Administration

---

**Background/Description of Item:**

- USW Contract is reviewed annually and amended as necessary to adequately fund operation and maintenance of water and waste water facilities and system.
- Amendment will reduce maintenance cap from \$235,000 to \$175,000 for fiscal year ending June 30, 2019.
- Reduction is due to the current condition of the facilities being improved over the past several years, thus reducing some of the typical maintenance costs.
- Water sampling is being added to the cap to help facilitate changes that ODEQ requires from water quality reporting. These items can change during the year, and in the past have required special work authorizations be approved before testing can be completed.
- USW will be available to answer additional questions.

**Staff Recommendation:**

**Recommended Motion:** Approve "Third Amendment to the Contract Documents for Operations of Water and Wastewater Systems.

**Attachment:** Third Amendment to the Contract Documents for Operations of Water and Wastewater Systems



USW UTILITY GROUP  
1200 East Georgia Ave  
Chickasha, OK 73018

Water and Wastewater Utility Operation, Maintenance, Engineering, Construction

## **Third Amendment to the CONTRACT DOCUMENTS For OPERATION OF WATER AND WASTEWATER SYSTEMS**

WHEREAS, U.S. Water Services Corporation, d/b/a as USW UTILITY GROUP (USWUG), a Florida Corporation with Business Operations located in Oklahoma, entered into an Agreement with the Chickasha Municipal Authority (MUNICIPAL AUTHORITY) dated July 1, 2015, for the operation the AUTHORITY's water and wastewater systems (the "Agreement"),

WHEREAS, the parties desire that the Agreement be amended to include new scope and a Contract Rate adjustment, more specifically detailed below, AND

WHEREAS, the parties desire that the Agreement be amended to include additional operational costs associated with capital improvements recently performed at the WTP to meet disinfection byproduct permit limits, also defined by contract as a change in Section 9.1 which states, "The AUTHORITY may, from time to time, request changes in the scope of the services of USWUG to be performed hereunder. Such changes, including any increase or decrease in the amount of USWUG's compensation, which are mutually agreed upon by and between the AUTHORITY and USWUG, shall be incorporated in written amendments to this Agreement, AND

WHEREAS, the parties desire that the Agreement be amended to include a decrease in the Maintenance Cap funding, AND

WHEREAS, due to the increase in costs associated with additional required laboratory sampling and analysis associated with a Change in Scope, including the costs incurred for the operation of the new chloramination system, the parties desire to move Laboratory Sampling from the Annual Fee to Expense Fee, AND

NOW, THEREFORE the Agreement made and entered into between the MUNICIPAL AUTHORITY and USWUG dated July 1, 2015, the First Amendment to the Contract Documents, dated January 5, 2016 and the Second Amendment to the Contract Documents dated July 1, 2017 are amended as follows:

Paragraph 2.9 – The Maintenance Cap is hereby amended to decrease the annual expenditures from \$235,000 to \$175,000, for the term of the Agreement or until such time that the dollar amount is rendered inadequate due to over or underfunding, at which time it shall be reviewed and amended by USWUG and the MUNICIPAL AUTHORITY.

Paragraph 2.9 is hereby amended to read, "The total Maintenance and Repair expenditures that USWUG has included in the Expense Fee is One Hundred Seventy-Five Thousand dollars (\$175,000). Following the first term of the Agreement, the Maintenance Cap amount shall be a



USW UTILITY GROUP  
1200 East Georgia Ave  
Chickasha, OK 73018

**Water and Wastewater Utility Operation, Maintenance, Engineering, Construction**

value mutually agreed upon between AUTHORITY and USWUG. Maintenance Cap expenditures are the actual supply or subcontractor vendor invoiced cost (i.e. no markup) of services, supplies or equipment required for project maintenance and repair. These supplies and equipment include, but are not limited to, items such as all materials, lubricant, batteries, specialized services, maintenance parts, repair parts, sealants, belts, pumps, fuses, wiring, electrical supplies, fittings pipe, tools, lawn care supplies, outside subcontractors, and rental equipment. Repairs costing less than \$7,500 are included as part of the Maintenance Cap but do not require AUTHORITY approval but do require purchase orders from the AUTHORITY. Repairs costing more than \$7,500 are required to be publicly bid unless deemed necessary as a result of an Emergency. The facilities will be cleaned and painted, and window cleaning and janitorial work done. The total maintenance and repair expenditure that USWUG will include in the Expense Fee for each contract year will be set forth in a budget to be approved by the parties by July 31 of each contract year. In the event the parties have not agreed to a Maintenance Cap by July 31 of any contract year, the Maintenance Cap for such contract year shall equal the Maintenance Cap for the immediately preceding contract year plus CPI as defined in Section 6.1.2 of the Agreement.”

Paragraph 4.1.3 is hereby amended to adjust the annual Maintenance and Repair expenditures for the project to \$175,000 annually and adjusted by CPI as defined in Section 6.1.2 of the Agreement as it relates to maintenance and repair expenditures and approval and payment of such fees and is hereby amended to read, “If Maintenance and Repair expenditures for the Project have exceeded the annual Maintenance Cap of \$175,000 or current amount as adjusted by CPI, or if expenditures for the Project have exceed the annual Maintenance cap, USWUG will obtain in advance monthly approval of anticipated Maintenance and Repair expenses, and then invoice the AUTHORITY for actual costs incurred monthly in excess of the annual Maintenance Cap. If it appears costs may exceed the monthly approval, USWUG will request approval of the additional amount prior to performing the work. USWUG's failure to obtain written advance approval will obligate USWUG to pay for the work out of its profit and overhead funds.”

Paragraph 6.1.1 – Annual Fee is hereby amended to remove the sampling fee expenses from the Annual Fee and adjust the Annual Fee paid to USWUG for services rendered under the Agreement to \$1,095,427.84 annually and is hereby amended to read, “For the first contract year of this Amendment, which begins on July 1, 2018 and ends on June 30, 2019, the AUTHORITY shall pay to USWUG for services rendered under this Agreement an Annual Fee of One Million Ninety-Five Thousand Four Hundred Twenty-Seven Dollars and 84/100 (\$1,095,427.84) based in part upon the proposal of USWUG dated January 15, 2015 and subsequent Amendments. The annual fee schedule shall be adjusted per Appendix B which is incorporated as a part of this Agreement, subject to changes in CPI. The category of services provided include, but are not limited to, those itemized in Part One of Appendix B and the dollar amounts attributed to each of such itemized categories which make up the Annual Fee for the first contract year are also shown in such Part One.”

Paragraph 6.2 – Expense Fee is hereby amended to adjust the Expense Fee for services rendered under the Agreement to \$490,880.36, which reflects a reduction in the Repair and Maintenance





USW UTILITY GROUP  
1200 East Georgia Ave  
Chickasha, OK 73018

**Water and Wastewater Utility Operation, Maintenance, Engineering, Construction**

Expenses and adds the fees associated with laboratory sampling and is hereby amended to read, "For the first contract year of this Amendment, which begins on July 1, 2018 and ends on June 30, 2019, and for each contract year thereafter during the term of this agreement, the AUTHORITY shall pay chemical expenses, laboratory and sampling expenses, Repair and Maintenance expenses, sludge disposal expenses, insurance expenses listed in Section 16.1 and other expenses that are paid to third parties in the performance of this Agreement as itemized in Part Two of Appendix B, which is incorporated herein as a part of this Agreement. The amount of the Expense Fee for the first contract year of this Amendment shall be Four Hundred Ninety Thousand Eight Hundred Eighty Dollars and 36/100 (\$490,880.36) as shown in such Part Two. The Expense Fee shall be adjusted according to Part Two of Appendix B for each subsequent year, subject to CPI"

Appendix B shall be Amended to include the following **USW UTILITY GROUP 2018-19 CONTRACT YEAR BUDGET:**



USW UTILITY GROUP  
1200 East Georgia Ave  
Chickasha, OK 73018

Water and Wastewater Utility Operation, Maintenance, Engineering, Construction

Except as amended herein, the Operations Agreement entered into by the parties on July 1, 2015 and Subsequent First Amendment to the Contract Documents For Operation of Water and Wastewater Systems dated, January 5, 2016, and Second Amendment to the Contract Documents for Operation of Water and Wastewater Systems dated, July 1, 2017 are hereby ratified and confirmed and shall remain in full force and effect in accordance with the terms and conditions thereof.

This amendment shall be effective July 1, 2018 and is agreed to by both parties as evidenced by the endorsement below (Pages 3 & 4 of this Amendment).

IN WITNESS THEREOF, Contractor, by its duly authorized Officer, and the Owner, by its duly authorized Administrator, has executed this Amendment as to the date and year first above written.

Chickasha Municipal Authority (A Trust of the City of Chickasha)  
(AUTHORITY)

By: \_\_\_\_\_

(Signature) ~~Henry Ross, Chairman~~  
Chris Mosley

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Date)

Attest \_\_\_\_\_



**USW UTILITY GROUP**  
1200 East Georgia Ave  
Chickasha, OK 73018

Water and Wastewater Utility Operation, Maintenance, Engineering, Construction

**U.S. WATER SERVICES CORPORATION**  
**(USWUG)**

\_\_\_\_\_  
(Signature) Jeffrey L. DuPont, Vice President

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Date)

Attest \_\_\_\_\_ L.S.

Address for Giving Notices:

**MUNICIPAL AUTHORITY OF CHICKASHA**

Chickasha City Manager  
City of Chickasha  
117 North Fourth Street  
Chickasha, OK 73015

**U.S. WATER SERVICES CORPORATION**

U.S. Water Services Corporation  
4939 Cross Bayou Blvd  
New Port Richey, FL 34652  
Attn: President

