

**AGENDA OF A REGULAR MEETING OF THE
CHAIRPERSON AND TRUSTEES OF THE
ARDMORE PUBLIC WORKS AUTHORITY, TO
BE
HELD ON 07/19/2021 AT 7:00 PM IN THE
COMMISSION CHAMBERS FOLLOWING
REGULAR CITY COMMISSION MEETING**

NOTICE: "Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any item. When more information is needed to act on an item, the Trustees may refer the matter to the Manager or the Municipal Counselor. The Trustees may also refer items to standing committees of the City Commission or to a board or commission for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVE AGENDA - ORDER OF BUSINESS
AND CONTENTS**
4. **APPROVE MINUTES**
 - 4.A. **Ardmore Public Works Authority Regular Minutes**
of the Meeting Held on June 7, 2021

Documents:

[APWA MINUTES 06-07-2021.PDF](#)

5. **CONSENT AGENDA**

All items listed are considered to be routine by the Authority and will be enacted by one motion. There will be no separate discussion of these items unless a Trustee or a citizen so requests, in which event the item will be removed from the consent status and considered in its normal sequence on the agenda.

5.A. **Consent A**

Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission of Change Order Number 2 for the Exit 29 Waterline Project to Add Sixty-Nine (69) Days to the Length of the Contract and the Increased Amount of \$4,981.00 for Additional Clearing, Fencing, Staking, Traffic Control, Gravel and Pipe Fittings with the New Total Project Cost in the Total Amount of \$1,564,290.62 and Approval or Rejection of Any Amendments Proposed and Considered by the Ardmore Public Works Authority at the Meeting

(Submitted by Shawn Geurin, Director of Utilities)

Documents:

[CONSENT A.PDF](#)

5.B. **Consent B**

Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission to Declare a 2005 Ford Crown Vic, and two (2) Chlorine Analyzers from the Water Production Department, and a 2001 Chevrolet 1/2 Ton Pickup from the Sanitation Department as Surplus and Disposed of in Accordance with City Code and Approval or Rejection of Any Amendments Proposed and Considered by the Ardmore Public Works Authority at the Meeting

(Submitted by Shawn Geurin, Director of Utilities)

Documents:

[CONSENT B.PDF](#)

5.C. **Consent C**

Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission to Enter an Encroachment Easement between the City of Ardmore and Oklahoma Natural Gas, a Division of ONE Gas, Inc., and Oklahoma Corporation (ONE Gas) for the Exit 29 Waterline Project and Approval or Rejection of Any Amendments Proposed and Considered by the Ardmore Public Works Authority at the Meeting

(Submitted by Shawn Geurin, Director of Utilities)

Documents:

[CONSENT C.PDF](#)

6. **REGULAR BUSINESS**

6.A. **AGREEMENT(S)**

6.A.1. **Agreement 1**

Consideration and Possible Action of an Extension to an Agreement between the Ardmore Public Works Authority and Environmental Resource Technologies, LLC for the Operation of the Ardmore Industrial Pretreatment Program in the Total Amount of \$37,800.00 and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

(Presented by Shawn Geurin, Director of Utilities)

Documents:

[AGREEMENT 1.PDF](#)

7. **NEW BUSINESS**

(As defined by the Oklahoma Open Meeting Act 25 OK Statutes § 311 (A) (9) as “matters not known about or which could not have reasonably been foreseen prior to the time of posting the agenda”).

8. **ADJOURN**

**MINUTES OF A REGULAR MEETING OF THE TRUSTEES OF THE
ARDMORE PUBLIC WORKS AUTHORITY HELD ON
JUNE 7, 2021 AT 7:00 PM IN THE COMMISSION CHAMBERS**

Present:	Sheryl Ellis	Vice-Chairperson
	Doug Pfau	Trustee
	John Credle, Jr.	Trustee
	Doug Pfau	Trustee
	Kevin Boatright	Manager
	Lori Linney	Secretary
Absent:	Beth Glasgow	Chairperson

This meeting was held in compliance with the Oklahoma Open Meeting Act (OSS 25)

1. CALL TO ORDER BY THE CHAIRPERSON

Vice-Chairperson Ellis called the meeting to order.

2. ROLL CALL

The Secretary called roll. All were present except Chairperson Glasgow

3. APPROVE AGENDA – ORDER OF BUSINESS AND CONTENTS

Motion was made by Trustee Pfau and seconded by Trustee Credle to approve the agenda as written.

Ayes:	Pfau, Credle, Plesher, Ellis
Nays:	None
Absent:	Glasgow

4. APPROVE MINUTES

A. of the Ardmore Public Works Authority Regular Meeting held on May 3, 2021

Motion was made by Trustee Pfau and seconded by Trustee Plesher to approve the minutes of May 3, 2021.

Ayes:	Pfau, Credle, Plesher, Ellis
Nays:	None
Absent:	Glasgow

B. of the Ardmore Public Works Authority Special Meeting held on May 27, 2021

Motion was made by Trustee Plesher and seconded by Trustee Pfau to approve the minutes of May 27, 2021.

Ayes: Pfau, Credle, Plesher, Ellis
Nays: None
Absent: Glasgow

5. CONSENT

A. Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission of the Renewal of a Maintenance Agreement with Azteca Systems, Inc. for Cityworks Application to Maintain Inventory and Infrastructure as well as a Work Order System from July 1, 2021 to June 30, 2022 with the Ardmore Public Works Authority Paying \$30,000.00 and the City of Ardmore Paying \$9,000.00 for a Total Amount of \$39,000.00 for the Renewal Period and Approval or Rejection of Any Amendments Proposed and Considered by the Ardmore Public Works Authority at the Meeting

The Ardmore Public Works Authority currently use Cityworks by Azteca to maintain inventory and infrastructure as well as a work order system. This renewal is from July 1, 2021 to June 30, 2022 with the Ardmore Public Works Authority paying \$30,000.00 and the City of Ardmore paying \$9,000.00 for a total amount of \$39,000.00. This is an annual update and software support for Fiscal Year 2021/2022.

B. Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission of an Encroachment Easement between the City of Ardmore and Oklahoma Natural Gas, a Division of ONE Gas, Inc. an Oklahoma Corporation (ONE Gas) for the Exit 29 Waterline Project and Approval or Rejection of Any Amendments Proposed and Considered by the Ardmore Public Works Authority at the Meeting

The Encroachment Easement is between the City of Ardmore and Oklahoma Natural Gas, a Division of ONE Gas, Inc. an Oklahoma Corporation (ONE Gas) for the Exit 29 Waterline Project. A portion of the project along Hedges Road crosses a ONE Gas line and they have asked the City to enter into the Encroachment Easement. Mr. David Davis, City Attorney, has reviewed and approves the Encroachment Easement. There is no cost for this easement.

Motion was made by Trustee Pfau and seconded by Trustee Credle to approve Consent Agenda Items 5.A. - 5.B.

Ayes: Pfau, Credle, Plesher, Ellis
Nays: None
Absent: Glasgow

6. REGULAR BUSINESS

AGREEMENT(S)

1. Consideration and Possible Action for the Renewal of a Disposal Service Agreement between the Ardmore Public Works Authority and Southern Oklahoma Regional Disposal, Inc. for the Disposal of Municipal Solid Waste and Approval or Rejection of Any Amendments Proposed and Considered by the Ardmore Public Works Authority at the Meeting

A presentation was made by Shawn Geurin, Director of Utilities, to the Trustees. He stated that the Disposal Service Agreement is between the City of Ardmore and Southern Oklahoma Regional Disposal, Inc. The current Agreement will expire at the end of June, 2021. The proposed Agreement is for five years and will include a 2.5% increase in tipping fees for the second year and an additional 2.5% increase in the fourth year. This Disposal Service Agreement has been reviewed and approved by Mr. David Davis, City Attorney.

Motion was made by Trustee Plesher and seconded by Trustee Pfau to approve the renewal of a Disposal Service Agreement between the Ardmore Public Works Authority and Southern Oklahoma Regional Disposal, Inc. for the disposal of municipal solid waste.

Ayes: Pfau, Credle, Plesher, Ellis
Nays: None
Absent: Glasgow

7. NEW BUSINESS

None

8. ADJOURN

Motion was made by Commissioner Credle and seconded by Commissioner Pfau to adjourn from this meeting.

Ayes: Pfau, Credle, Plesher, Ellis
Nays: None
Absent: Glasgow

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5136
Meeting Date July 19, 2021

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Request to approve Change Order #2 for the Exit 29
Waterline Project

Dear Trustees:

Attached is a copy of Change Order #2 for the Exit 29 Waterline Project in the additional amount of \$4,981.00 in addition to adding 69 days to the contract due to weather days. This change order is for a change in the alignment at Breezewood and Hedges Road. It includes additional clearing, fencing, staking, traffic control, gravel and pipe fittings. This changes the total cost of the project from \$1,559,309.62, which includes Change Order #1, to a new cost of \$1,564,290.62. This project is being funded by a loan through the APWA Bankfirst account.


It is my recommendation to approve Change Order #2 for the Exit 29 Waterline Project in the additional amount of \$4,981.00 and adding 69 days to the length of the contract.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: _____


APWA Manager

Change Order

No. 2

Date of Issuance: 7/12/2021

Effective Date: 7/12/2021

Project: S. Commerce to Myall	Owner: APWA	Owner's Bid No.:20-900
Contract: Water line Extension	Date of Contract: November 3,2020	
Contractor: Howard Construction Inc.	Engineer's Project No.:10381-1	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Base Bid Sta. 103+13.56 to 213+91 1. Line Item 1, additional 485 ft clearing ROW for tree clearing.
2. Line Item 14, add two 11.25 Deg. Bends. 3. Line Item 36, add 485ft. fence. 4. Line Item 37, add \$1000 staking
5. Line Item 39, add \$500 for traffic control 6. Line item 31, added 42 SF gravel pavement.

Attachments (list documents supporting change):

1. Bid Tabulation

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$1,542,980.62

Increase from previously approved Change Order No. 1:

\$ 16,329.00

Contract Price prior to this Change Order:

\$1,559,309.62

Increase of this Change Order:

\$ 4,981.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 220

Ready for final payment (days or date): 7/13/2021

Increase from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): 220

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date): 220 days

Ready for final payment (days or date): 7/13/2021

Increase of this Change Order:

Substantial completion (days or date): 69 days

Ready for final payment (days or date): 9/24/2021

Contract Price incorporating this Change Order: Contract Times with all approved Change Orders:

\$1,564,290.62

Substantial completion (days or date): 289

Ready for final payment (days or date): 9/20/2021

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7-12-21

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 7-13-21

Approved by Funding Agency (if applicable):

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5137
Meeting Date July 19, 2021

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Request to declare listed items as surplus and for their disposal as listed.

Dear Trustees:

Below is a list of assets that we are requesting to declare as surplus for disposal. The method of disposal is indicated for each item in the spreadsheet.

Department	Asset #	Description	Disposal Method
Water Production	003968	2005 Ford Crown Vic	Auction, sealed Bid, Ok Iron & Metal
Water Production	006131	Chlorine Analyzer	Landfill
Water Production	007857	Chlorine Analyzer	Landfill
Sanitation Commercial	005027	2001 Chevrolet ½ ton Pickup	Auction, sealed Bid, Ok Iron & Metal

Staff recommends the approval to declare all of the assets listed as surplus and for their disposal as indicated.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: _____



APWA Manager

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5138
Meeting Date July 19, 2021

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Request to enter Encroachment Easement with Oklahoma
Natural Gas, a division of ONE Gas, Inc., and Oklahoma
Corporation [ONE Gas]

Dear Trustees:

Staff is requesting the approval of the attached Encroachment Easement and its attachment B with the Oklahoma Natural Gas, a division of ONE Gas, Inc., and Oklahoma Corporation [ONE Gas] for the Exit 29 Waterline Project. A portion of the project along hedges road crosses a ONE Gas line and they have asked us to enter into the attached Encroachment Easement. Mr. David Davis has reviewed and approved the attached easement. There is no cost for this easement.

Staff recommends the approval of the attached Encroachment Easement and its attachment B with the Oklahoma Natural Gas, a division of ONE Gas, Inc., and Oklahoma Corporation [ONE Gas] for the Exit 29 Waterline Project.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: _____


APWA Manager

ENCROACHMENT ON EASEMENTS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS, YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

This Consent to Encroachments on Easements (the "Consent") is by and between Oklahoma Natural Gas Company, a division of ONE Gas, Inc. an Oklahoma corporation [ONE Gas], whose address is 4901 N. Santa Fe, Oklahoma City, Oklahoma 73118, Attn: Drew Nixon ("ONE Gas") and the City of Ardmore, Oklahoma, a municipal corporation ("Grantee").

Background

1. ONE Gas is the owner of certain real property interests located and being a part of Section 1 & Section 12, T05S-R01E of the I.M. in Carter County, Oklahoma as evidenced and depicted on Exhibit "A" attached hereto and made a part hereof.

2. Grantee has requested ONE Gas' permission to encroach on and within a portion of the Easements (the "Encroachments") in accordance with the drawings attached hereto as Exhibit "B" and incorporated herein for all purposes (the "Construction Plans"), and ONE Gas has consented to the request subject to the terms and conditions described in this Consent.

For and in consideration of mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the execution and delivery hereof, the parties agree as follows:

Consent to Encroach Cross and Agreement to Conditions

3. ONE Gas hereby consents to the Encroachment, provided that Grantee agrees to comply with the following terms and conditions.

a. Grantee, its successors and assigns, shall forever be solely responsible for the installation, construction, maintenance and removal of Grantee's facilities within the Easement and Encroachment. Such facilities shall be installed at Grantee's own cost and expense and in conformance with the Construction Plans. If Grantee's facilities are found to exist outside the locations or configuration shown on the Construction Plans or in a manner differing from the Construction Plans, Grantee shall, at its own cost and expense, relocate same to its proper location and conform to the Construction Plans to occur within ninety (90) days of any formal notice of incorrect placement or construction. Grantee shall not install any additional facilities, property or equipment on the Easement other than those depicted in the Construction Plans without formal written approval by One Gas. This shall include use of the Easement as a staging area or storage location such as where vehicles, freight haulers, supplies, materials, workers, construction support and any other equipment, machinery or persons are placed or positioned for use, mobilization and access to a construction site.

IN THE EVENT ANY PORTION OF THE GRANTEE'S FACILITIES REMAIN OUTSIDE OF THE LOCATION OR CONFIGURATION SET FORTH IN THE CONSTRUCTION PLANS, GRANTEE HEREBY AGREES TO FORFEIT ANY AND ALL RIGHT OR CAUSES OF ACTION TO CLAIM A PRESCRIPTIVE EASEMENT OR EXERCISE ADVERSE POSSESSION OR EMINENT DOMAIN, AGAINST ONE GAS OR ANY PORTION OF THE EASEMENT.

b. The Encroachment can in no way prevent or impair One Gas' current or future access to and the operation of ONE Gas' facilities, property or equipment installed and existing, or to be installed in the future by ONE Gas in the Easement contained within Grantees' Encroachment nor impair the exercise of any rights provided for in the Easement or at law.

c. Grantee shall be fully responsible for reimbursement to One Gas for all costs associated with any damage to One Gas facilities, property or equipment: (1) during construction, removal and/or replacement of the Encroachment; and (2) as a result of One Gas' entry of the Easement, including the Encroachment, in order to operate, maintain, repair or replace ONE Gas' facilities, property or equipment or in the exercise of any rights provided for in the Easement. Additionally, **GRANTEE EXPRESSLY ACKNOWLEDGES THAT ONE GAS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSS SUFFERED BY GRANTEE WHICH IS CAUSED, IN WHOLE IN PART, BY THE EXERCISE OF ONE GAS' RIGHTS UNDER THE EASEMENT OR THIS CONSENT.** Grantee shall be wholly responsible for such damages. Grantee hereby guarantees all work performed by Grantee and its contractors and subcontractors against any and all defects in workmanship and shall, at its sole cost and expense, make repairs as deemed necessary by ONE Gas to remedy such defects within fourteen (14) days after demand.

e. Grantee shall add design provisions to ensure drainage meets all applicable city and county regulations.

f. There shall be scheduled a pre-construction conference with ONE Gas representatives and Grantee's representatives prior to commencing any work on the Encroachment.

4. ONE Gas specifically reserves for itself, its successors, assigns and licensees, the right to use the Easement area for any purpose and in any manner permitted under the Easement and expressly denies Grantee the right to affect or preclude such use in any manner not specifically permitted in this Consent.

5. ONE Gas may remove the Encroachment in order to operate, maintain, repair or replace ONE Gas' facilities, property or equipment or in the exercise of any rights provided for in the Easement and ONE Gas shall not be responsible to pay any amount incurred by Grantee to repair or replace any of the Encroachment and related facilities removed as a result.

6. Grantee hereby binds itself to remit to ONE Gas, as consideration for the permission to be granted, payment in the amount of \$ N/A

7. Grantee agrees that this Consent is subject to all restrictions, conditions, reservations and exceptions to conveyance and warranty contained in the Easement and all other

documents in the Real Property Records of Carter County, Oklahoma affecting the Consent and the Easement. **GRANTEE ACKNOWLEDGES THAT ONE GAS HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OR ANY OTHER MATTER AFFECTING OR RELATED TO THE EASEMENT AREA. GRANTEE EXPRESSLY AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS CONSENT IS GRANTED "AS IS" AND "WITH ALL FAULTS" AND GRANTEE EXPRESSLY DISCLAIMS AND ACCEPTS THAT ONE GAS HAS DISCLAIMED ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE EASEMENT AREA, INCLUDING WITHOUT LIMITATION, THE VALUE, ENVIRONMENTAL AND PHYSICAL CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THAT GRANTEE HAS RELIED EXCLUSIVELY ON ITS OWN INSPECTION AND INVESTIGATION OF THE EASEMENT AREA IN DECIDING TO REQUEST THE RIGHTS GRANTED HEREUNDER.**

8. **GRANTEE HEREBY BINDS ITSELF, ITS SUCCESSORS, ASSIGNS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND LICENSEES TO INDEMNIFY AND HOLD ONE GAS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES AND DAMAGES, IN CONTRACT, STRICT LIABILITY OR IN TORT, INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF, RELATED TO OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, USE AND EXISTENCE OF GRANTEE'S FACILITIES ON THE EASEMENT AREA WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF GRANTEE, ITS AGENTS OR EMPLOYEES.**

9. ONE Gas and Grantee agree to execute and deliver such additional documentation and take such actions as may be necessary to evidence and effectuate the agreements of the parties set forth in the Consent.

10. This Consent shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and such agreements contained herein shall be binding on such parties.

11. This Consent may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together will constitute but a single instrument. Additionally, the parties and any third party may rely on a copy or facsimile of an executed counterpart as if such copy or facsimile were an original.

Made and entered into as of the _____, 2021.

OKLAHOMA NATURAL GAS COMPANY,
a division of ONE Gas, Inc.,
an Oklahoma corporation

By: Jim Jarrett, Vice President of Operations

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2021, personally appeared Jim Jarrett to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Vice President of Operations, and acknowledged to me that she/he executed the same as her/his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires:

Notary Public

Made and entered into as of the _____, 2021.

The City of Ardmore, Oklahoma,
a municipal corporation

By:
Name:
Title:

STATE OF OKLAHOMA)
) ss
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 2021, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that she/he executed the same as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires:

Notary Public

EXHIBIT "A"

SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST

1. **Type:** Right of Way Agreement
Bk/Pg: Book 167, Page 250
Legal: E/2 NW/4 SW/4
Grantor: Willie Heron
Grantee: Oklahoma Natural Gas Company
Agreement dated: January 25, 1945
Recorded: February 28, 1945

2. **Type:** Right of Way Agreement
Bk/Pg: Book 167, Page 251
Legal: E/2 SW/4 SW/4
Grantor: W.G. Patten & Bessie K. Patten
Grantee: Oklahoma Natural Gas Company
Agreement dated: January 29, 1945
Recorded: February 28, 1945

3. **Type:** Right of Way Agreement
Bk/Pg: Book 549, Page 305
Legal: NW/4 SW/4
Grantor: Bill Heron and Ada Heron, his wife
Grantee: Oklahoma Natural Gas Company
Agreement dated: September 8, 1966
Recorded: September 26, 1966

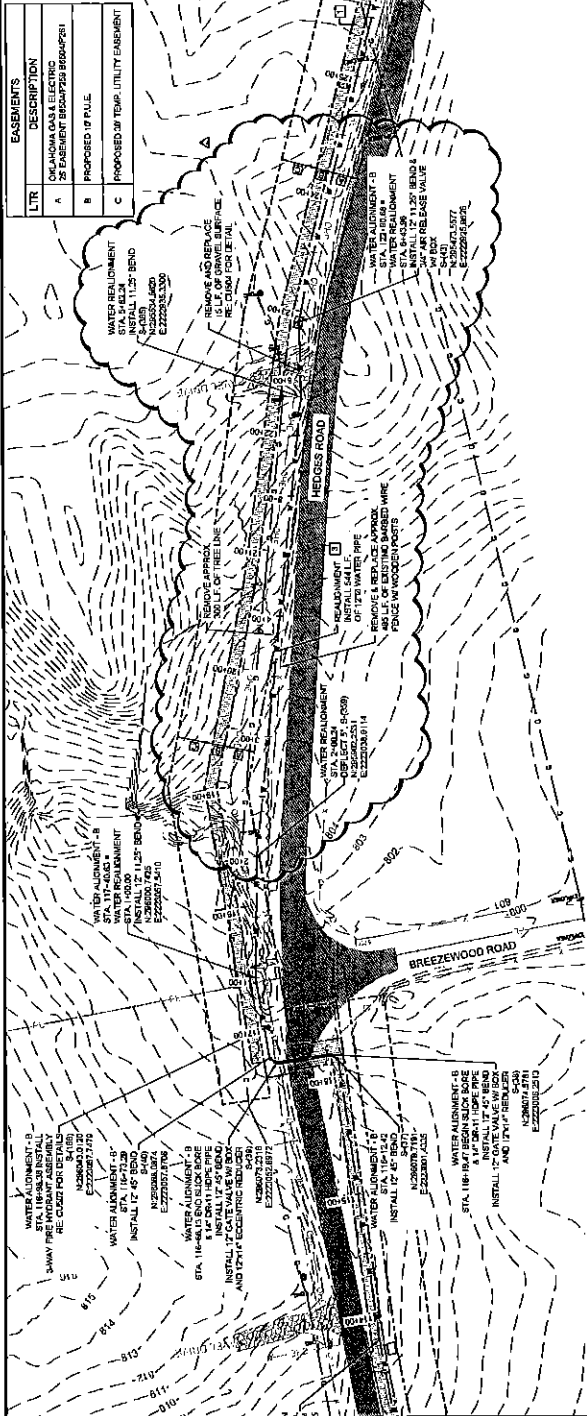
SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST

1. **Type:** Right of Way Agreement
Bk/Pg: Book 167, Page 252
Legal: E/2 W/2 NW/4
Grantor: Willie Hooks, Now Miller
Grantee: Oklahoma Natural Gas Company
Agreement dated: January 29, 1945
Recorded: February 28, 1945

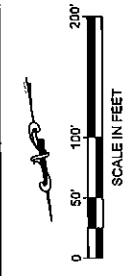
2. **Type:** Right of Way Agreement
Bk/Pg: Book 549, Page 301
Legal: W/2 NW/4
Grantor: Horace D. Shockley and Ruby Hooks
Grantee: Oklahoma Natural Gas Company
Agreement dated: September 1, 1966
Recorded: September 26, 1966

EXHIBIT "B"

(SEE NEXT PAGE FOR CONSTRUCTION PLANS)



LTR	DESCRIPTION
A	OKLAHOMA GAS & ELECTRIC 25' EASEMENT DESCRIBED IN 8906047281
B	PROPOSED 12' POLE
C	PROPOSED 12' POLE UTILITY EASEMENT



NOTE:

- GENERAL CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS.
- CONTRACTOR TO CALL & COORDINATE WITH ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR TO HAVE 24-HOUR EMERGENCY SERVICE AVAILABLE DURING CONSTRUCTION.
- CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
- CONTRACTOR TO MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
- CONTRACTOR TO MAINTAIN ALL EXISTING BARRIERS AND FENCES.
- CONTRACTOR TO MAINTAIN ALL EXISTING WOOD POSTS.
- CONTRACTOR TO MAINTAIN ALL EXISTING SIGNAGE.
- CONTRACTOR TO MAINTAIN ALL EXISTING LIGHTING.
- CONTRACTOR TO MAINTAIN ALL EXISTING LANDSCAPING.
- CONTRACTOR TO MAINTAIN ALL EXISTING TREES AND SHRUBS.
- CONTRACTOR TO MAINTAIN ALL EXISTING GRASS AND SOIL.
- CONTRACTOR TO MAINTAIN ALL EXISTING DRIVEWAYS AND PATHS.
- CONTRACTOR TO MAINTAIN ALL EXISTING SIDEWALKS AND CURBS.
- CONTRACTOR TO MAINTAIN ALL EXISTING STAIRS AND RAMPWAYS.
- CONTRACTOR TO MAINTAIN ALL EXISTING ELEVATIONS.
- CONTRACTOR TO MAINTAIN ALL EXISTING SLOPES.
- CONTRACTOR TO MAINTAIN ALL EXISTING DRAINAGE PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING FLOOD PLAINS.
- CONTRACTOR TO MAINTAIN ALL EXISTING WIND PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING SOIL PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING VEGETATION PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING ANIMAL PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING BIRD PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING INSECT PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING MICROBIAL PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING PLANT PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING FUNGUS PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING BACTERIAL PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING VIRAL PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING PARASITIC PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING DISEASE PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING DEFENSE PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING OFFENSE PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING NEUTRAL PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING MIXED PATTERNS.
- CONTRACTOR TO MAINTAIN ALL EXISTING UNKNOWN PATTERNS.

S. COMMERCE TO MYALL AVE. SW WATER LINE EXTENSION

ARDMORE PUBLIC WORKS AUTHORITY

ARDMORE, OKLAHOMA

Barker & Associates, Inc.
5905 University Blvd.
Duncan, Oklahoma 73160
505.351.5045
www.barkerinc.com

DESIGNED BY: H. WAYNE BARKER, P.E.

100% CONSTRUCTION DOCUMENTS

DESIGNED BY: H. WAYNE BARKER, P.E.
DRAWN BY: [Name]

NO.	DATE	DESCRIPTION
1	7/1/20	PRELIMINARY
2	7/15/20	REVISED
3	7/20/20	REVISED
4	7/25/20	REVISED
5	7/30/20	REVISED
6	8/5/20	REVISED
7	8/10/20	REVISED
8	8/15/20	REVISED
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ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5139
Meeting Date July 19, 2021

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Request to approve extension to an agreement with
Environmental Resource Technologies, LLC for the operation of the Ardmore
Industrial Pretreatment Program

Dear Trustees:

Attached is an extension to an agreement with Environmental Resource
Technologies for the operation of the Ardmore Industrial Pretreatment
Program in the amount of \$37,800. This is a budgeted item in the current
fiscal year budget of the WWTP.

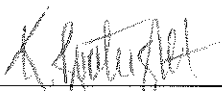
Staff recommends the approval of the extension to the agreement with
Environmental Resource Technologies for the operation of the Ardmore
Industrial Pretreatment Program in the amount of \$37,800.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: _____


APWA Manager

**AMENDMENT
CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE ARDMORE PUBLIC
WORKS AUTHORITY AND ENVIRONMENTAL RESOURCE TECHNOLOGIES, LLC**

COMES NOW, Environmental Resource Technologies, LLC and the Ardmore Public Works Authority, Oklahoma, a public trust, and enter into an Amendment in accordance with paragraph 24 of the contract entered into by these parties on the 6th day of July, 2015.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. The original contract should be amended to provide that Environmental Resource Technologies, LLC will continue to operate and maintain the Ardmore Public Works Authority Industrial Pretreatment Program through **June 30, 2022** for the same annual total sum of Thirty-Seven Thousand Eight Hundred Dollars (\$37,800) for services provided during that period of time.
2. All other terms and conditions of the original contract shall remain in full force and effect except as modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto intend for this Contract to be effective as of the day and year first above written.

Date: _____

"APWA"
THE ARDMORE PUBLIC WORKS AUTHORITY
An Oklahoma Public Trust

(SEAL)

By: _____
Beth Glasgow, Chairperson

ATTEST: _____
Lori Linney, Trust Secretary

