

**AGENDA OF A REGULAR MEETING OF THE  
CHAIRPERSON AND TRUSTEES OF THE  
ARDMORE PUBLIC WORKS AUTHORITY, TO  
BE  
HELD ON 10/04/2021 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 Special Minutes**  
of the Meeting held on August 30, 2021

Documents:

[SPECIAL MINUTES 08-30-2021.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 Approval to Consent to Ratify an Approval by the Ardmore City Commission to Accept an Easement from the State of Oklahoma, Acting by and through the Office of Management and Enterprise Services, on Behalf of the Oklahoma Department of Veteran Affairs to Provide the City of Ardmore Access to Water Meters within the New Veteran's Cemetery 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 Approval to Consent to Ratify an Approval by the Ardmore City Commission to Declare the Operation Pride Building (Asset Number 000335) 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 Approval to Consent to Ratify an Approval by the Ardmore City Commission to Declare a Residential Sanitation 2015 Peterbilt Side Loader Unit Number 60 (Asset Number 009978) and the Third Eye Monitor and Camera System for Unit Number 60 (Asset Number 010022) 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 C.PDF](#)

5.D. **Consent D**

Consideration and Possible Approval to Consent to Ratify an Approval by the Ardmore City Commission for the Purchase of a 2022 Peterbilt 520 with a Heil DPF Python Twenty-Eight Yard Side Loader for the Residential Sanitation Department from the Oklahoma State Contract SW-197 from United Engines in the Total Amount of \$250,800.00 which Includes a Trade-In Amount of \$60,000.00 for a 2015 Peterbilt Side Loader Unit Number 60 and the Third Eye Monitor and Camera System 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 D.PDF](#)

6. **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”).

7. **ADJOURN**

**MINUTES OF A SPECIAL MEETING OF THE TRUSTEES OF THE  
ARDMORE PUBLIC WORKS AUTHORITY HELD ON  
AUGUST 30, 2021 AT 7:00 PM IN THE COMMISSION CHAMBERS**

---

Present:	Sheryl Ellis	Chairperson
	Doug Pfau	Vice-Chairperson
	Nancy Sjulín	Trustee
	John Credle, Jr.	Trustee
	David Plesher	Trustee
	Kevin Boatright	Manager
	Lori Linney	Secretary

---

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

**1. CALL TO ORDER BY THE CHAIRPERSON**

Chairperson Ellis called the meeting to order.

**2. ROLL CALL**

The Secretary called roll. All were present.

**3. APPROVE AGENDA – ORDER OF BUSINESS AND CONTENTS**

Motion was made by Vice-Chairperson Pfau and seconded by Trustee Plesher to approve the agenda as written.

Ayes:	Sjulín, Credle, Plesher, Pfau, Ellis
Nays:	None

**4. APPROVE MINUTES**

**A. of the Ardmore Public Works Authority Regular Meeting held on August 2, 2021**

Motion was made by Trustee Plesher and seconded by Commissioner Credle to approve the minutes of August 2, 2021.

Ayes:	Sjulín, Credle, Plesher, Pfau, Ellis
Nays:	None

## 5. CONSENT

### **A. Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission of the Annual Payment to Tyler Technologies for Fiscal Year 2021/2022, a Single Source Provider for Incode Software and Cloud Storage Utilized by the Finance Department, Human Resources, and Municipal Court in the Total Amount of \$84,082.00 and Approval or Rejection of Any Amendments Proposed and Considered by the Ardmore Public Works Authority at the Meeting**

The Customer Service/Finance Department budgeted \$84,082.00 in Customer Service Budget in Fiscal Year 2021/2022, for Tyler Technologies Incode Software and Cloud Storage. The Incode Cloud accommodates future growth and the need for additional storage, provides data disaster recovery with 24 hour functionality guarantee, reduces security risk, and increases staff functionality. The current agreement allows staff to have a fixed cost for the next four (4) years.

Motion was made by Vice-Chairperson Pfau and seconded by Trustee Credle to approve Consent Agenda Item 5.A.

Ayes: Sjulín, Credle, Plesher, Pfau, Ellis  
Nays: None

## 6. REGULAR BUSINESS

### **A. AGREEMENT(S)**

#### **1. Consideration and Possible Action of a Renewal to Continue Hosting Services for the City Works Application with New Edge Services, LLC, Utilized by the Ardmore Public Works Authority to Maintain Inventory, Infrastructure and a Work Order System in the Total Amount of \$25,000.00 and Approval or Rejection of Any Amendments Proposed and Considered by the Ardmore Public Works Authority at the Meeting**

A presentation was made by Robert Newell, Director of Information Technology, to the Commission. He stated that City of Ardmore entered into an agreement with New Edge Services, LLC in Fiscal Year 2014/2015 for hosting services for the City Works Application. The Ardmore Public Works Authority utilizes City works by Azteca to maintain inventory, infrastructure and a work order system and Development Services uses the application to assist with building permits and code enforcement. The renewal to continue hosting services with New Edge Services, LLC is in the amount of \$29,000.00.

Motion was made by Trustee Plesher and seconded by Vice-Chairperson Pfau to approve the renewal to continue Hosting Services for the City Works Application with New Edge Services, LLC, utilized by the Ardmore Public Works Authority to maintain inventory, infrastructure and a work order system in the total amount of \$25,000.00.

Ayes: Sjulín, Credle, Plesher, Pfau, Ellis  
Nays: None

## **7. ADJOURN**

Motion was made by Vice-Chairperson Pfau and seconded by Commissioner Sjulín to adjourn from this meeting.

Ayes: Sjulín, Credle, Plesher, Pfau, Ellis  
Nays: None

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5217  
Meeting Date October 4, 2021

Ardmore Public Works Authority  
City of Ardmore, Oklahoma

Re: Request to accept an easement from the State of Oklahoma,  
acting by and through the Office of Management and  
Enterprise Services, on Behalf of the Oklahoma  
Department of Veteran Affairs

Dear Trustees:

Staff is requesting the approval of the attached easement from the State of Oklahoma, acting by and through the Office of Management and Enterprise Services, on Behalf of the Oklahoma Department of Veteran Affairs. This easement provides the City of Ardmore access to water meters within the new Veteran's Cemetery. Mr. David Davis has reviewed and approved the attached easement.

Staff recommends the approval of the attached easement from the State of Oklahoma, acting by and through the Office of Management and Enterprise Services, on Behalf of the Oklahoma Department of Veteran Affairs.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: \_\_\_\_\_

  
APWA Manager



THIS EASEMENT made and entered into by and between the STATE OF OKLAHOMA, acting by and through the OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, on behalf of OKLAHOMA DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the GRANTOR, and City of Ardmore, 23 S. Washington Street, Ardmore, OK 73401, hereinafter called the GRANTEE.

WITNESSETH, GRANTEE, in consideration of the premises, covenants and agrees to pay to the GRANTOR the sum Ten Dollars and No/100 Dollars (\$10.00) in consideration of the covenants and agreements hereinafter set forth, and GRANTOR does hereby grant to GRANTEE, its successors and assigns, with the right, privilege and authority to enter upon and install, erect, operate, maintain, and reconstruct underground and/or above ground, water service valves, water meters, cables, fuses, service connection boxes and other fixtures for the transmission and distribution of water, including the right of ingress and egress, to and from said system across adjoining lands of GRANTOR, upon and across the following real property and premises, situated in Carter County (The "EASEMENT"):

The Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SW/4 SE/4 SE/4) and the Southeast Quarter of the Southwest Quarter of the Southeast Quarter (SE/4 SW/4 SE/4) all in Section 36, Township 4 South, Range 1 East of the I.M., Carter County, Oklahoma.

Drawing attached and incorporated by reference as Exhibit 1.

**TERMS AND CONDITIONS OF EASEMENT:**

1. **TERM:** This Easement shall be for a period of twenty (20) years beginning August 2, 2021, and ending August 1, 2041 and the Grantee shall have the right to renew this easement agreement under the Terms and Conditions for four (4) additional and consecutive, twenty (20) year periods, beginning August 1, 2041, without further notice to the GRANTOR.
2. **USE OF PROPERTY:** GRANTEE shall use the Property in accordance with any and all applicable federal, state or local laws or ordinances, including but not limited to, environmental, health or safety laws, and common law nuisance. GRANTEE shall not create a condition which is or would be in violation of any such laws and shall not create a condition which would require remediation under any such laws.
3. **REVERSIONARY INTEREST:** In the event said GRANTEE ceases to use said land at any time in the future for the purpose granted, it is understood and agreed that said Easement will automatically revert back to GRANTOR.
4. **PIPELINES:** For all new construction, or repair/replacement of existing pipelines, the GRANTEE agrees to bury distribution or main line pipes at a minimum depth of thirty-six (36) inches; and all transmission lines at a depth of five (5) feet.
5. **MAINTENANCE:** GRANTEE agrees that no other changes shall be made to the Easement other than routine maintenance, without prior written permission of the GRANTOR, other than what's permitted or is necessary for the purpose of the Easement.
6. **RESTORATION:** GRANTEE agrees to return and restore the surface of the land to as near the same condition as prior to construction as is practicable, before vacating the Easement Property at the termination of this Agreement.
7. **INDEMNIFICATION:** GRANTEE agrees on its behalf and that of any successors or assigns to hold harmless, defend and indemnify GRANTOR, its officers, agents and employees, from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments, including, without limitation, attorney's fees and costs of any kind allegedly arising directly or indirectly from (a) any negligent act by, omission by, or negligence of GRANTEE or its contractors, or the officers, agents, or employees of either, while on or about Easement Property or allegedly resulting directly or indirectly from the installation, maintenance, operation, or removal of any equipment, machinery, facilities or structures authorized under this Easement; (b) any accident, injury to or death to GRANTEE or its contractors or any officers, agents or employees of either of them while on or about the Easement Property; (c) injuries or damages to real or personal property and/or persons allegedly resulting directly or indirectly from the negligent installation, maintenance, persons, or removal of any equipment, machinery, facilities or structures authorized under this easement; (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by GRANTEE or its contractors or the officers, agents, or employees of either, under, on or about the above described property subject to this easement or into the environment. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, such indemnification shall exclude any such liability to the extent caused by the negligence or willful misconduct of GRANTOR, its officers, agents and employees while acting within the scope of their employment.
8. **INSURANCE:** GRANTEE shall obtain and maintain insurance at all times during this Easement, from the date of possession of the easement property, and prior to the GRANTEE entering the premises, until termination of this Easement; the required insurance



coverage with minimum limits is as follows, unless GRANTEE is subject to the Governmental Tort Claims Act: For the purpose of this agreement, it is acknowledged that the City of Ardmore has liability insurance through the Oklahoma Municipal Assurance Group which provides coverage for the limits mandated under the Oklahoma Governmental Tort Claims Act and as such is not subject to the coverages and limits shown below.

<u>Coverage:</u>	<u>Limits:</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000 each accident \$500,000 Disease each employee \$500,000 Disease policy limit
Commercial General Liability (Including Products-Completed Operations, Contractual Liability, Personal & Advertising Injury)	\$10,000,000 each occurrence
Automobile Liability (Any Auto)	\$5,000,000 combined single limit each accident
Pollution Legal Liability	\$25,000,000 per pollution condition

Each insurance policy shall include a clause that states a 30-day notice of cancellation will be sent to the State of Oklahoma, OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, any time the policy is subject to cancellation by the insurance carrier. Required insurance shall be written on a form acceptable to the GRANTOR, and shall be underwritten by an insurance carrier with A.M. Best rating of A- or better.

As proof of insurance required, GRANTEE shall cause a certificate of insurance to be issued to the State of Oklahoma, OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES at the inception of this agreement showing the State of Oklahoma, OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES as the certificate holder and upon renewal of any required insurance policy during the entire term of the agreement.

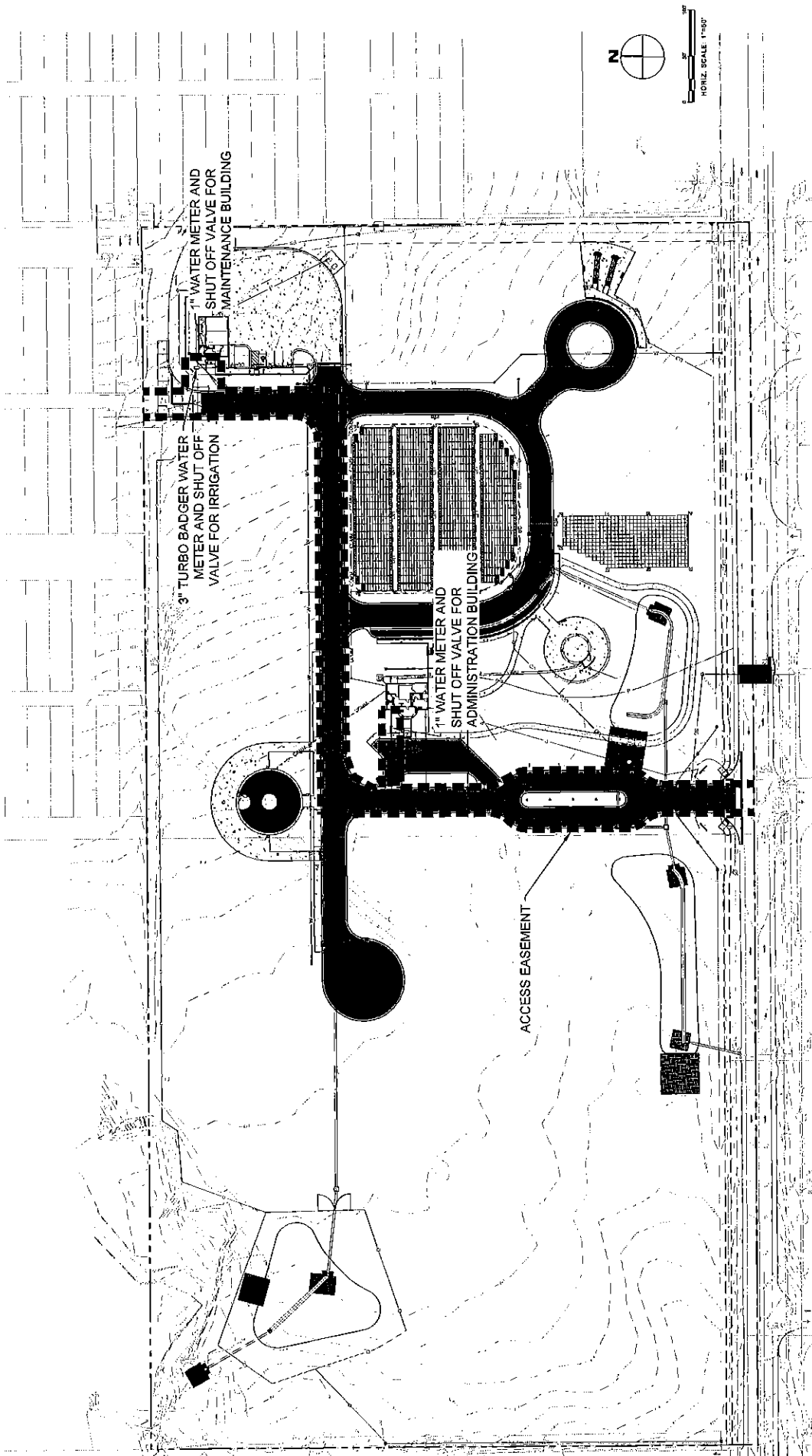
Any combination of primary and excess insurance may be used to satisfy the limits of coverage for Commercial General Liability and Auto Liability.

Should GRANTEE subcontract any work under this agreement to any other party, each subcontractor shall be subject to all of the insurance requirements of this agreement and shall be required to provide proof thereof to the State of Oklahoma, OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES.

9. **NO WARRANTIES:** The GRANTOR makes no representations or warranties of any kind in connection with this Easement. The GRANTEE acknowledges their inspection of the Property and is aware of all conditions thereon and hereby accepts the Property in its current condition – "as is". This grant is subject to all existing conditions, restrictions, reservations, easements, servitudes and right of ways of record.
10. **ASSIGNMENT:** GRANTEE may not assign, or transfer, the Easement, nor permit any third parties to occupy the Property or any structures on the EASEMENT Property without prior written consent from the GRANTOR.
11. **APPLICABLE LAW:** This Easement shall supersede any and all previous agreements whether oral or written and shall be governed by the laws of the State of Oklahoma.
12. **NON-WAIVER:** Failure of either GRANTOR or GRANTEE to exercise any right given hereunder or to insist upon strict compliance with regard to any term, condition or covenant specified herein, shall not constitute a waiver of the GRANTOR'S or GRANTEE'S right to exercise such right or to demand strict compliance with any term, condition or covenant under this Agreement.
13. **RECORDING:** GRANTEE shall execute and record this easement in the county clerk's office of Carter County, State of Oklahoma and provide a filed, stamped copy of said recorded easement to GRANTOR within thirty days after execution of easement, attention to: REAL ESTATE AND LEASING SERVICES, PO Box 53448, Oklahoma City, OK 73152.
14. **ENTIRE AGREEMENT:** This Easement constitutes the sole and entire agreement of the parties and is binding upon the GRANTOR and the GRANTEE, their heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned has executed this easement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.





**EXHIBIT 1:**  
ACCESS EASEMENT INCLUDING  
WATER METER AND SHUT OFF  
VALVE LOCATIONS

ARDMORE PUBLIC WORKS AUTHORITY  
PUBLIC UTILITIES DIVISION

Authority Letter No. 5218  
Meeting Date October 4, 2021

Ardmore Public Works Authority  
City of Ardmore, Oklahoma

Re: Request to declare Asset #000335 as surplus for disposal

Dear Trustees:

Staff would like to request that the Operation Pride Building Asset #000335 be declared as surplus for disposal at the landfill.

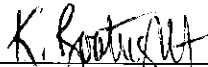
Staff recommends the approval of declaring the Operation Pride Building Asset #000335 as surplus for disposal at the landfill.

Respectfully submitted,



Shawn Geurin, Utilities Director

Reviewed by: \_\_\_\_\_



ARWA Manager

ARDMORE PUBLIC WORKS AUTHORITY  
PUBLIC UTILITIES DIVISION

Authority Letter No. 5219  
Meeting Date October 4, 2021

Ardmore Public Works Authority  
City of Ardmore, Oklahoma

Re: Request to declare Assets #009978 and #010022 as surplus

Dear Trustees:

Staff would like to request that the Residential Sanitation 2015 Peterbilt Side Loader Unit #60, Asset #009978 and the 3<sup>rd</sup> Eye Monitor and Camera System for Unit #60, Asset #010022, to be declared as surplus. If approved, these assets will be used as a trade in for a replacement Side Loader as provided in the current fiscal year's budget.

Staff recommends the approval of declaring the Residential Sanitation 2015 Peterbilt Side Loader Unit #60, Asset #009978 and the 3<sup>rd</sup> Eye Monitor and Camera System, Asset #010022, for Unit #60 as surplus.

Respectfully submitted,



Shawn Geurin, Utilities Director

Reviewed by: \_\_\_\_\_



ADWA Manager

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5220  
Meeting Date October 4, 2021

Ardmore Public Works Authority  
City of Ardmore, Oklahoma

Re: Request to purchase a Residential Side Loader Truck off  
the Oklahoma State Contract from United Engines

Dear Trustees:

Staff is requesting the approval to purchase a 2022 Peterbilt 520 with a Heil DPF Python 28 yard Side Loader for the Residential Sanitation Department off the Oklahoma State Contract #SW-197 from United Engines. This will replace Unit #60. The total price for this truck is \$250,800 which includes a trade in amount of \$60,000 for Unit #60 and the Third Eye Monitor and Camera System. This truck is in the current fiscal year budget under the Residential Sanitation Department.

Staff recommends the approval of purchasing a 2022 Peterbilt 520 with a Heil DPF Python 28 yard Side Loader for the Residential Sanitation Department off the Oklahoma State Contract #SW-197 from United Engines in the amount of \$250,800 which includes a trade in amount of \$60,000 for Unit #60 and the Third Eye Monitor and Camera System.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: \_\_\_\_\_

  
APWA Manager