

**AGENDA OF A REGULAR MEETING OF THE
CHAIRPERSON AND TRUSTEES
OF THE ARDMORE PUBLIC WORKS
AUTHORITY, TO BE
HELD ON 12/19/2022 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 December 5, 2022**

Documents:

[APWA MINUTES 12-05-22.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 and approval or

rejection of any amendments proposed and considered by the Trustees at the meeting.

5.A. **Consent A**

Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission to Acknowledge the Receipt of a Construction Permit Received from the Oklahoma Department of Environmental Quality for the Construction of a Wastewater Treatment Plant at the Ardmore Municipal Airport

(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 for the State of Oklahoma Department of Transportation Utility Relocation Agreement by and between the City of Ardmore and State of Oklahoma Department of Transportation for the Relocation of Water and Sewer Lines for the Improvements of State Highway 142 Project and Approval or Rejection of Any Amendments Proposed and Considered by the City Commission at the Meeting

(Submitted by Shawn Geurin, Director of Utilities)

Documents:

[CONSENT B.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 REGULAR MEETING OF THE TRUSTEES OF THE
ARDMORE PUBLIC WORKS AUTHORITY HELD ON
DECEMBER 5, 2022 AT 7:00 PM IN THE COMMISSION CHAMBERS**

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

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

1. CALL TO ORDER BY THE CHAIRPERSON

Chairperson Pfau 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 Trustee Sjulín and seconded by Trustee Plesher to approve the agenda as written.

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

4. APPROVE MINUTES

A. of the Ardmore Public Works Authority Regular Meeting held on October 17, 2022

Motion was made by Chairman Ellis and seconded by Trustee Plesher to approve the minutes of October 17, 2022, as written.

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

5. CONSENT

A. Consideration Action and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission or the Purchase of a 1/2 Ton Truck for the Sewer Collection Department from Oklahoma State Contract SW0035 from Vance Country Ford in the Total Amount of \$35,636.00

The purchase is for a half (1/2) ton truck for the Sewer Collection Department from the Oklahoma State Contract, Contract SW0035, from Vance Country Ford. The price for this vehicle is \$35,636.00. This truck is in the current Sewer Collection Department Budget.

B. Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission for the Purchase of a 1/2 Ton Truck for the Water Distribution Department from State Contract SW0035 from Vance Country Ford in the Total Amount of \$35,636.00

The purchase is for a half (1/2) ton truck for the Water Distribution Department from the Oklahoma State Contract, Contract SW0035, from Vance Country Ford. The price for this vehicle is \$35,636.00. This truck is in the current Water Distribution Department Budget.

C. Consideration and Possible Action to Consent to Ratify an Approval by the Ardmore City Commission for the Purchase of a 1 1/2 Ton Truck for the Water Distribution Department from the Oklahoma State Contract SW0035 from Vance Country Ford in the Total Amount of \$84,954.28

The purchase is for a one-half (1 1/2) ton truck for the Water Distribution from the Oklahoma State Contract, Contract SW0035, from Vance Country Ford. The price for this vehicle is \$84,954.28. This truck is in the current Water Distribution Department Budget.

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

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

6. NEW BUSINESS

None

7. ADJOURN

Motion was made by Trustee Plesher and seconded by Trustee Sjulín to adjourn from this meeting.

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

ARDMORE PUBLIC WORKS AUTHORITY
PUBLIC UTILITIES DIVISION

Authority Letter No. 5613
Meeting Date December 19, 2022

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Receipt of a construction permit from the Oklahoma
Department of Environmental Quality

Dear Trustees:

Please find attached a copy of the construction permit as received from the ODEQ for the construction of a Wastewater Treatment Plant at the Ardmore Municipal Airport.

It is a requirement of the Oklahoma Department of Environmental Quality to place these permits on a regular meeting to be noted in the minutes and made a matter of permanent record.

Respectfully submitted,



Shawn Geurin, Utilities Director

Reviewed by: _____


ARWA Manager



PERMIT No. ST000010220025

SEWAGE TREATMENT

FACILITY No. S-10814

PERMIT TO CONSTRUCT

August 29, 2022

Pursuant to O.S. 27A 2-6-401, the Ardmore Public Works Authority is hereby granted this Tier II Permit to construct influent lift station, headworks, grit chamber, Sequencing Batch Reactor (SBR), blower pad, chlorine contact basin, dechlorination, effluent lift station, cascade aeration, sludge box and all appurtenances to serve the Ardmore Park - Wastewater Treatment Plant Improvements, located in SW/4, NW/4, SE/4 of Section T-3-S, R-3-E, Carter County, Oklahoma, in accordance with the plans approved on August 29, 2022.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Discharge - OPDES (NPDES) rules OAC 252:606 and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.



PERMIT TO CONSTRUCT

- 5) That the issuing of this permit does not relieve the responsible parties from any damage which may accrue as the result of the location and operation of the plant in this area.
- 6) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with the rules and regulations adopted by the Environmental Quality Board and that this Department will be notified in writing of any sale or transfer of ownership of the facilities.
- 7) That these facilities are approved for an average hydraulic loading of 0.203 million gallons/day or an organic load of 388 pounds of BOD₅/day. Before additional loading is connected to the system, plans for suitable enlargement of the facilities shall be submitted to the Oklahoma Department of Environmental Quality for approval.
- 8) That the permittee is responsible for complying fully with NPDES permit provisions and submitting a permit renewal application 180 days prior to permit expiration.
- 9) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 10) That any notations or changes recorded on the official approved set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be a part of the plans as approved.
- 11) As-built plans of this project shall be placed on file with this Department within two months of the completion of the work or a certification by the engineer shall be submitted certifying that no changes have been made in the work as approved.
- 12) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.



PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section-WSS
Water Quality Division

Shellee R. Chard, Director
Water Quality Division

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5614
Meeting Date December 19, 2022

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Request to approve Utility Relocation Agreement with the
State of Oklahoma Department of Transportation.

Dear Trustees:

Staff is requesting the approval of the attached Utility Relocation Agreement with the State of Oklahoma Department of Transportation. The Department of Transportation is making improvements to State Highway 142 which will require the City of Ardmore to relocate a 12" water line and a 16" sewer line. Within this agreement is a reimbursement for the actual costs of work completed in which the State of Oklahoma's share of the costs is 50.53%.

Staff recommends the approval of the attached Utility Relocation Agreement with the State of Oklahoma Department of Transportation for the relocation of water and sewer lines for the improvements of State Highway 142.

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: _____


APWA Manager

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
UTILITY RELOCATION AGREEMENT**

PROJECT NO. J3-1893(004) JOB PIECE NO. 31893(04) UTILITIES 06 COUNTY Carter

THIS AGREEMENT, made and entered into by and between the Department of Transportation acting for and on behalf of the State of Oklahoma, hereinafter called the "State" and City of Ardmore

(Company Name/Address)

317 E. Veterans Blvd. Ardmore, OK 73401

hereinafter called the "Utility Owner".

WITNESS TO THAT

WHEREAS, the State proposed to improve SH Highway No. 142 and such improvements will necessitate rearrangement of facilities by said Utility Owner (state scope and nature of work on reverse side), and

WHEREAS, it is understood that if said project is to be financed in part from funds appropriated by the United States and expended under its regulations, that acceptance of work and procedure in general are subject to Federal Laws, Rules, Regulations, Orders, and Approvals applying to it as a Federal Project, and that costs for items entering into the improvement are reimbursable to the State in such amounts and forms as are proper and eligible for payment from Federal Funds. Reference is made to U.S. Department of Transportation, Code of Federal Regulations, Title 23, Parts 645A, 645B and 635.410, included in the Right-of-Way and Utilities Division Policies and Procedures, and

WHEREAS, it is understood that Title 69, O. S., § 1205 and 1403 each as amended, define the extent to which the State and the Utility Owner may be obligated in the costs of utility rearrangements, and the utility locations on all highways are governed by Regulations and Policies adopted by the State Transportation Commission for the protection and maintenance of the highways, and for the safety of the highway users, and

WHEREAS, the State reserves the right to cancel this Agreement at any time prior to the beginning of the adjustment or relocation of the facilities of this Utility Owner, and

WHEREAS, the State agrees to pay the Utility Owner for the proportionate share of the actual cost to prepare approved preliminary engineering plans and estimates at the State's request, if for any reason the State cancels this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Utility Owner agrees:

1. To prepare a detailed estimate of the cost of work to be performed in accordance with the Department's Right-of-Way and Utilities Division Policies and Procedures, and such estimate of cost must be attached and be a part of this Agreement. The estimate will include: (1) The accounting system to be used in computing the relocation costs; (2) Credit for Expired Service Life setting forth therein the conditions on which such credit was determined or complete justification if the credit is not applicable; and; (3) Whether equipment costs are developed from experience records.

2. To include the costs for backfill and compaction of any trenches or holes within the right-of-way limits in the estimate of costs. The backfill will be placed and compacted to a density as directed by the Resident Engineer/Manager, but will not be compacted to less than that of the adjacent soil.
3. Any and all existing fencing that may require alteration during the utility relocation process shall be restored to its original condition during and after the time of utility relocation/rearrangement. It is the responsibility of the utility owner to insure that the integrity of the fencing is not compromised at any time to an extent in which it prevents the fencing from performing its intended purpose.
4. To prepare drawings showing the present, temporary and proposed location of its facilities with reference to the centerline of survey and/or the new or existing right-of-way lines using highway stationing in both plan and profile. Delineate details, including date of installation, class, and type of present facility. To comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (DEQ) requirements for pollution prevention, including discharges from storm water runoff on this project. Further, agrees to secure a Storm Water Permit from the DEQ, when required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plans and the appropriate location map contained in the plans constitute the Storm Water Management Plan for the project previously described in the document. Agrees to have daily operational control of those activities, at the site, necessary to ensure compliance with plan requirements and permit conditions. Agrees to file the Notice of Intent (NOI), when required, for a general construction Oklahoma Pollutant Discharge Elimination System Permit with DEQ, which authorizes discharges of storm water associated with construction activity from the project site identified in this document. Such drawings will be attached to and become a part of this agreement.
5. To begin the process of adjustment or relocation of the facilities as shown on the plans and covered by this Agreement within a reasonable time, depending on the availability of material and work forces, but the actual time must not exceed thirty (30) days after receipt of notice from the state to do so, and in no event proceed with any adjustment or relocation work until such notice is received. To inform the State's Resident Engineer/Manager of: (1) The proposed starting date, prior to commencing work, and continually maintaining liaison with his/her office for the duration of the physical relocation; (2) The materials to be disposed of by scrapping, or sale, and to inform him/her of a time and place for his/her inspection thereof; (3) The date work is completed.
6. Compliance with the Buy America Requirements:

A. In accordance with the BUY AMERICA requirements of the Federal Regulations (23 USC § 313 and 23 CFR § 635.410) all manufacturing processes, including the application of coating, for all steel and iron products furnished for permanent incorporation into the work on this project shall occur in the United States.

"All manufacturing processes" are defined as any process required to change the raw ore or scrap metal into the finished steel or iron product (smelting, rolling, extruding, bending, etc.).

"Coating" is defined as any process which protects or enhances the value of the steel or iron produce to which the coating is applied (epoxy, galvanizing, painting, etc.).

Products of steel include, but are not limited to, such products as steel pipe, steel encasement, reinforced concrete pipe, steel electrical poles, conductor wire, etc. Products of iron include, but are not limited to, such products as ductile iron pipe. The coating material is not limited to this clause, only the application process.

The following materials are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Raw Materials (iron ore or alloys)
- Scrap
- Pig Iron
- Processed, pelletized, and reduced iron ore material
- Aluminum
- Brass
- Copper

For recycled steel, only the manufacturing processes to produce steel products must occur domestically beginning at the point where the recycled steel is melted.

B. Minimal Use Request - The federal regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct certain highway products and manufactured products that are not predominately steel or iron if the cost of such materials used does not exceed one tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater. The value of any foreign material to be used includes the cost of the material as well as any shipping and taxes.

The Contractor/Utility Owner must submit a written request to the Resident Engineer which includes the origin and value of any foreign material to be used. This request must be submitted prior to the work being performed.

C. Compliance with Buy American Requirements - The Contractor/Utility Owner's responsibility for meeting the Buy America requirements are as follows:

- a) Before any work begins that incorporates steel or iron products into the project, the contractor shall submit a project specific certification letter stating that all manufacturing processes involved with the production of these projects will occur in the United States, along with project specific certification letters from each subcontractor and supplier of steel or iron products for the project (See attached example letter in "Exhibit C").
- b) For each steel or iron product incorporated into the project, the Contractor/Utility Owner will be responsible for providing to the Department a completed "**Certificate of Materials Origin**" form (See attached form in "Exhibit B"). The "Certificate of Materials Origin" will list each corporate entity involved in the manufacturing of the steel item from smelting through all fabrication process. In most instances, determination of compliance with Buy America requirements should be achieved prior to incorporating the product into the work. If not, the Resident Engineer will be responsible for withholding payment for this work until compliance has been determined.
- c) Additionally, each Contractor/Utility Owner should maintain a signed mill test report and/or a signed certification by **EACH** supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of the coating, performed on the steel or iron project has been carried out in the United States in accordance with the requirements of the corresponding category listed below. The certifications should be maintained by the Contractor/Utility Owner and available for the Department to audit until the project has been accepted by the Department.

- d) The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.
7.
 - a. That no contract with any individual will be entered into without meeting the requirements of the Department's Right-of-Way and Utilities Division Policies and Procedures.
 - b. That contract work for technical services, professional services or other labor classifications involved in the rearrangement of the facility proposed under this Agreement will be supported by a statement to the effect that, "The Utility Company is not adequately staffed or equipped to perform such work with its own forces." **Proper approval must be obtained in accordance with the Right-of-Way and Utilities Division Policies and Procedures prior to executing a contract with any outside firm or continuing contractor.**
 8. To submit to the State, within ninety (90) days after satisfactory completion of rearrangement of their facilities under this Agreement, a claim using *ODOT Claim Form 324A*, with a certified statement of costs in accordance with the provisions of the aforementioned memorandums.

It is understood this Agreement does not change the rights or obligations of the Utility Owner as they exist in accordance with present State Law.

In consideration of the faithful performance by the Utility Owner of the foregoing, the State agrees:

To reimburse the Utility Owner for the actual costs of work completed, prorated on the basis of the following percentage or for the lump sum as proposed:

(1) Utility Owner Share of Cost	49.47	%	Estimated Utility Owner Cost	\$ 130,180.27
(2) State Share of Cost	50.53	%	Estimated State Cost	\$ 132,969.66
<u>OR</u>				
(3) Lump Sum Proposal			State Cost	\$ _____

Nothing herein shall in any way be construed to relieve the Utility Owner from its liability, if any, for payment of a portion of these costs pursuant to 69 O.S. 2001 § 1205, as amended.

CERTIFICATE OF MATERIALS ORIGIN

PROJECT NO: _____	CONTRACT ID: _____
COUNTY: _____	RESIDENCY: _____
CONTRACTOR: _____	DATE: _____
BID ITEM NAME & NO: _____	QUANTITY: _____

DOMESTIC MATERIALS SOURCE (NAME AND ADDRESS) TO INCLUDE SUPPLIER, FABRICATOR, AND MANUFACTURER

DOMESTIC MATERIALS DESCRIPTION

DOMESTIC ENTITIES INVOLVED IN OTHER MANUFACTURING PROCESSES (I.E.; GALVANIZATION, EPOXYCOATING, WELDING, BENDING, ETC.)

DESCRIPTION OF MATERIALS OF UNKNOWN ORIGIN OR FOREIGN MATERIALS DELIVERED TO THE PROJECT

This certification is made for the purpose of establishing the materials acceptance under the Buy America Certification (23CFR 635.410) and the Contract Special Provisions. All iron and steel manufacturing processes, including protective coating, for the domestic materials described above occurred in the United State of America.

Manufacturer's certificates verify the origin above described in the domestic materials will be kept on file for three years by the supplier following the final payment. Copies will be provided to the Oklahoma Department of Transportations upon their request. I declare under the penalty of perjury under the Oklahoma and Federal Laws that the foregoing is true and correct;

Supplier Name and Address	Authorized Representative
	Name: _____
	Title: _____
	Signature _____ Date _____

