

**AGENDA OF A REGULAR MEETING OF THE
CHAIRPERSON AND TRUSTEES OF THE
ARDMORE PUBLIC WORKS AUTHORITY, TO
BE
HELD ON 06/07/2021 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 May 3, 2021**

Documents:

[APWA MINUTES 05-03-2021.PDF](#)

- 4.B. **Ardmore Public Works Authority Special Minutes
of the Meeting Held on May 27, 2021**

Documents:

[SPECIAL MINUTES 05-27-2021.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 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 (Submitted by Robert Newell, Director of Information Technology)

Documents:

[CONSENT A.PDF](#)

5.B. **Consent 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 (Submitted by Shawn Geurin, Director of Utilities)

Documents:

[CONSENT B.PDF](#)

6. **REGULAR BUSINESS**

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

6.A.1. **Agreement 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 (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
MAY 3, 2021 AT 7:00 PM IN THE COMMISSION CHAMBERS**

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

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

1. VIDEO CONFERENCE MEETING INFORMATION

2. CALL TO ORDER BY THE CHAIRPERSON

Chairperson Glasgow called the meeting to order.

3. ROLL CALL

The Secretary called roll. All were present.

Chairperson Glasgow	In-Person
Vice-Chairperson Ellis	In-Person
Trustee Pfau	Video Conference
Trustee Credle	In-Person
Trustee Plesher	In-Person

4. APPROVE AGENDA – ORDER OF BUSINESS AND CONTENTS

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

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

5. APPROVE MINUTES

A. of the Ardmore Public Works Authority Regular Meeting held on April 5, 2021

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

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

6. CONSENT

1. Consideration and Possible Action to Ratify an Approval by the Ardmore City Commission the Purchase and Installing of Sixteen (16) New Transmitters for the Water Production Plant by Haynes Equipment Company in a Total Amount of \$43,166.16 of which \$42,816.16 will be Paid from the City's Insurance Recovery Fund and \$350.00 will be Paid from the Water Production Budget and Approval or Rejection of Any Amendments Proposed and Considered by the Trustees at the Meeting

Staff requests approval to purchase and install sixteen (16) new transmitters for the Water Production Plant, from Haynes Equipment Company, that was damaged in February due to the extreme temperatures. This is a sole source purchase funded by the City's Insurance Recovery Fund in the amount of \$42,816.16 for the purchase and installation. The cost of freight is \$350.00 and will be paid by the Water Production Budget for a total cost of \$43,166.16.

Motion was made by Vice-Chairperson Ellis and seconded by Trustee Credle to approve Consent Agenda Item 6.A. and approval or rejection of any amendments proposed and considered by the City Commission at the meeting.

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

7. NEW BUSINESS

None

8. ADJOURN

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

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

MINUTES OF SPECIAL MEETING

THE TRUSTEES OF THE ARDMORE PUBLIC WORKS AUTHORITY OF THE CITY OF ARDMORE, OKLAHOMA, MET IN SPECIAL SESSION AT CITY HALL, ARDMORE, OKLAHOMA, ON THE 27TH DAY OF MAY, 2021, AT 11 O'CLOCK A.M.

Public notice of said meeting setting forth thereon the date, time, place and agenda of said meeting was posted in prominent public view at the principal office of said City at least forty-eight (48) hours prior to said meeting, excluding Saturdays, Sundays and holidays legally declared by the State of Oklahoma, and if an adjourned meeting, public notice of such adjournment including date, time and place of the continued meeting was given by announcement at the original meeting. The following action was included as an item on said agenda.

Present:	Chairperson	Beth Glasgow
	Vice-Chairperson	Sheryl Ellis
	Trustee	Doug Pfau
	Trustee	John A. Credle, Jr.
	Trustee	David Plesher
	Manager	Kevin Boatright
	Attorney	David Davis
	Clerk	Lori Linney

Absent: None

1. CALL TO ORDER

Chairperson Glasgow called the meeting to order.

2. ROLL CALL

The Clerk called roll. All were present.

3. APPROVE AGENDA

Motion was made by Vice-Chairperson Ellis and seconded by Trustee Credle to approve the agenda.

Ayes:	Pfau, Credle, Plesher, Ellis, Glasgow
Nay:	None
Abstain:	None

4. REGULAR BUSINESS

4.A.1. Agreement 1

Upon motion of Trustee Pfau, seconded by Trustee Plesher, the approval of the lease of the HFV Wilson property at 625 E. Main, Ardmore to the HFV WILSON CENTER TRUST AUTHORITY and establishing the terms of the lease was finally passed by the following vote:

Ayes:	Pfau, Credle, Plesher, Ellis, Glasgow
Nay:	None
Abstain:	None

:

5. ADJOURN

Motion was made by Trustee Pfau and seconded by Trustee Ellis to adjourn from this meeting.

Ayes:	Pfau, Credle, Plesher, Ellis, Glasgow
Nay:	None
Abstain:	None

CITY OF ARDMORE
Information Technology Department

Council Letter No. 5103

Meeting Date: June 7, 2021

Ardmore Public Works Authority
City of Ardmore, Oklahoma

RE: Continuing Maintenance Agreement with Azteca Systems, Inc. for Cityworks Application

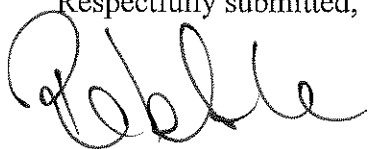
Dear Trustees:

The Public Works Authority currently uses Cityworks by Azteca to maintain inventory and infrastructure as well as a work order system. This is the annual update and software support fee for fiscal year 21/22.

- 1 – 2 desktop license renewal and support
- 2 – 1 floating license renewal and support
- 3 – 1 storeroom license renewal and support
- 4 – 5 server PLL pack license renewal and support
- 5 – 5 PLL mobile license renewal and support
- 6 – eURL license renewal and support for website integration

It is staff's recommendation that the Trustees approve the maintenance renewal with Azteca Systems, Inc. with APWA 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 of 7/1/21 to 6/30/22. This is a budgeted item for fiscal year 20/21 and Azteca is a sole source provider.

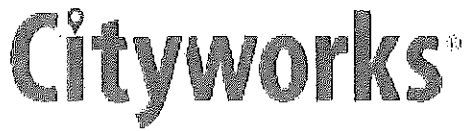
Respectfully submitted,



Robert Newell
Director of Information Technology

Reviewed by: _____





Invoice

Azteca Systems, LLC

11075 South State Street, #24
Sandy, UT 84070
Phone: 801-523-2751 | Fax: 801-523-3734
billing@cityworks.com

Date: 5/12/2021
Invoice #: INV3821
Acct. No.: C10023
Due Date: 6/11/2021
PO #: Signed Quote Q-10584-1

Bill To

Ardmore (OK), City of
PO Box 249
Ardmore OK 73402
United States

Ship To

Ardmore (OK), City of
United States

Item	Start Date	End Date	Amount
Server AMS Standard ELA	7/1/2021	6/30/2022	30,000.00
PLL Workgroup Standard Starter 5-Pack	7/1/2021	6/30/2022	9,000.00
PLL Native Mobile Apps License	7/1/2021	6/30/2022	0.00
Storeroom ELA License	7/1/2021	6/30/2022	0.00
eURL ELA License	7/1/2021	6/30/2022	0.00
Equipment Checkout ELA License	7/1/2021	6/30/2022	0.00
Contracts ELA License	7/1/2021	6/30/2022	0.00
Cityworks for Excel ELA License	7/1/2021	6/30/2022	0.00
AMS Native Mobile Apps ELA License	7/1/2021	6/30/2022	0.00
Cityworks Analytics ELA License	7/1/2021	6/30/2022	0.00
AMS Respond ELA License	7/1/2021	6/30/2022	0.00
Web Hooks for AMS	7/1/2021	6/30/2022	0.00
Workload for AMS	7/1/2021	6/30/2022	0.00
Respond PLL License	7/1/2021	6/30/2022	0.00

Total 39,000.00
Amount Due \$39,000.00

Remit Payment To:
Azteca Systems, LLC
FEIN: 81-3929341

By Check:
11075 South State Street, #24
Sandy, UT 84070

Electronic Instructions:
Bank: ZB, N.A. dba Zions Bank
Account #: 982578163
ABA/Routing Number: 124000054
SWIFT Code: ZFNBUS55

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5104
Meeting Date June 7, 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

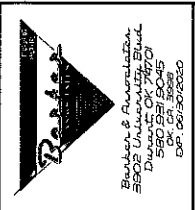
1. **Type:** Right of Way Agreement
Bk/Pg: Book 167, Page 250
Legal: E/2 NW/4 SW/4
Grantor: Willie Heron
Grantee: Oklahoma Natural Gas Company
Agreement dated: January 25, 1945
Recorded: February 28, 1945
2. **Type:** Right of Way Agreement
Bk/Pg: Book 167, Page 251
Legal: E/2 SW/4 SW/4
Grantor: W.G. 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)

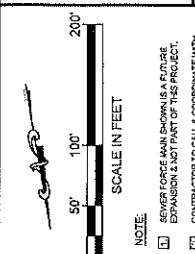


**S. COMMERCE TO
MYALL AVE. SW
WATER LINE
EXTENSION**

ARMORE
PUBLIC WORKS
AUTHORITY

ARMORE, OKLAHOMA

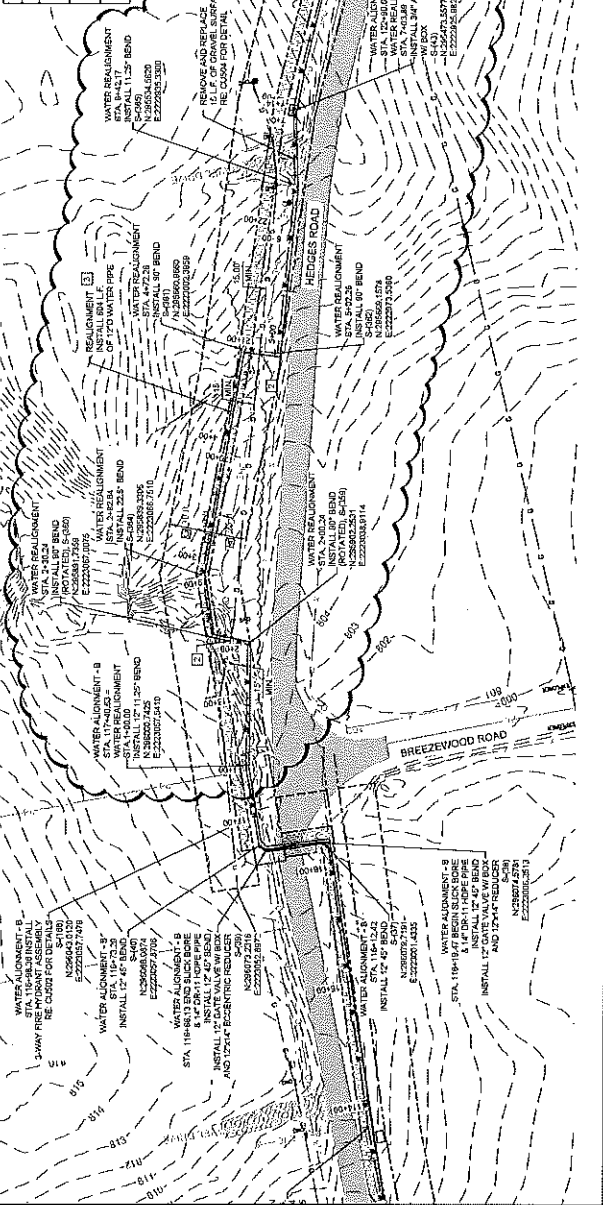
DESIGNED BY: H. WAYNE BARBER, P.E.



NOTE:

- SEWER FORCE MAIN EXHIBITS A-C ARE EXPANSION LAY PART OF THIS PROJECT.
- CONTRACTOR TO CALL & COORDINATE WITH CROSSING OF LINE CONTRACTOR TO FIELD VERIFY AND LOCATE.
- 36" I.P. WATER MAIN WAS DEDUCTED FROM EXISTING WATER MAIN. ADDITIONAL WATER MAIN TO BE ORDERED TO CONTRACTOR PER PLAN.

LTR	DESCRIPTION
A	OKLAHOMA GAS & ELECTRIC 2" EASEMENT BEHIND 20" COMPACTOR
B	PROPOSED 10' PALE
C	PROPOSED 9" TEMP. UTILITY EASEMENT



100% CONSTRUCTION DOCUMENTS

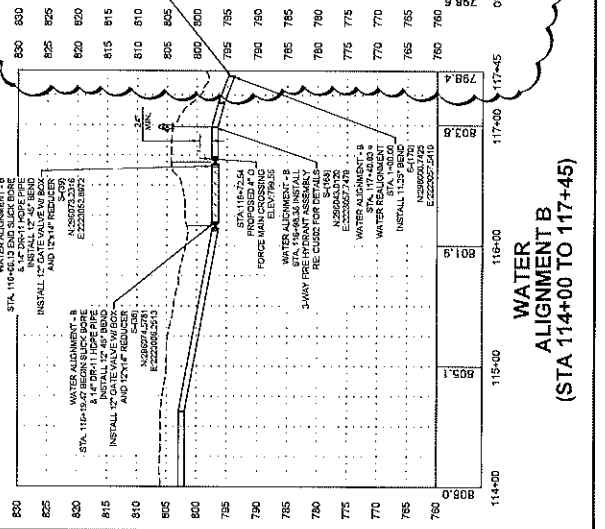
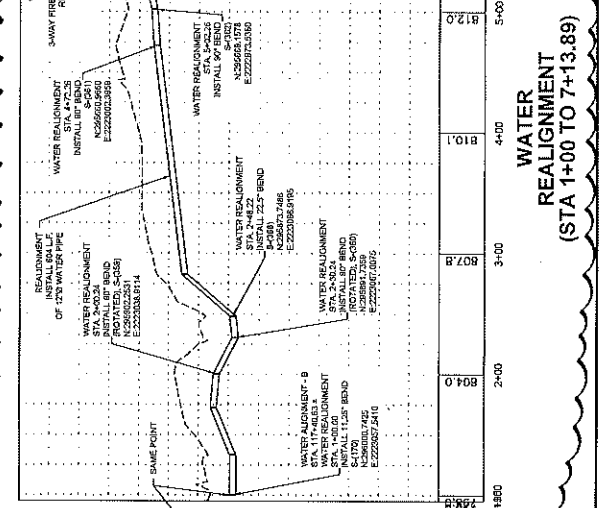
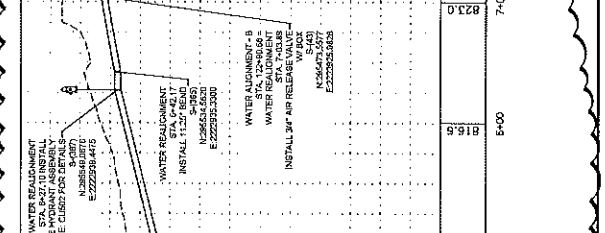
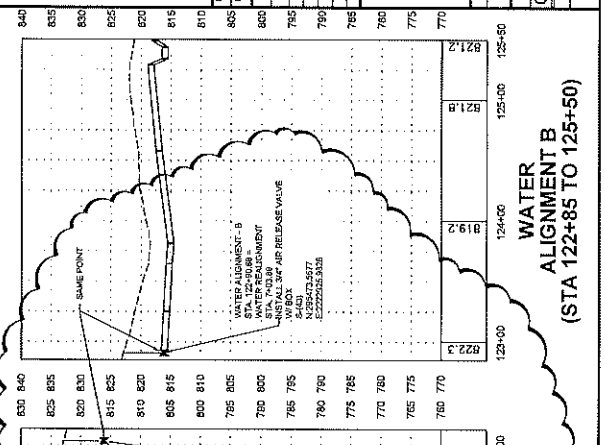
DESIGNED BY: PWS
DRAWN BY: EDC

NO.	DATE	DESCRIPTION

RECORD OF REVISIONS

PROJECT NUMBER: 103381-1
DATE: OKLAHOMA JULY 2020
SHEET NUMBER: CUT09a

**WATER
REALIGNMENT
PLAN & PROFILE**



ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5105
Meeting Date June 7, 2021

Ardmore Public Works Authority
City of Ardmore, Oklahoma

Re: Request to approve Disposal Service Agreement with
SORD for the disposal of municipal solid waste

Dear Trustees:

Attached is a copy of a Disposal Services Agreement from the Southern Oklahoma Regional Disposal, Inc. (SORD). The current agreement will expire at the end of this month. This proposed agreement is for 5 years and will include a 2.5% increase in tipping fees for year 2 and an additional 2.5% increase in year 4. This agreement has been reviewed and approved by Mr. David Davis.

Staff recommends the approval of the Disposal Services Agreement from the Southern Oklahoma Regional Disposal, Inc. (SORD).

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: _____



APWA Manager

SOUTHERN OKLAHOMA REGIONAL DISPOSAL, INC.
DISPOSAL SERVICE AGREEMENT

This Disposal Service Agreement (the "Agreement") between Southern Oklahoma Regional Disposal, Inc. (hereinafter referred to as "SORD"), P.O. Box 1088, Ardmore, Oklahoma 73402, and the Ardmore Public Works Authority, an Oklahoma public trust, P.O. Box 249, Ardmore, Oklahoma 73402 (hereinafter referred to as "CLIENT").

WHEREAS SORD is a quasi-governmental entity comprised of regional municipalities, counties and districts which was established for the purpose of cooperative collection and/or disposal of Municipal Solid Waste and other acceptable waste of the member entities and third parties; and

WHEREAS SORD is the owner of a municipal solid waste landfill (the "Landfill") located at 31 SORD Drive, Ardmore, Carter County, Oklahoma, and is the holder of a license to operate such Landfill, which can accept certain solid waste material: and,

WHEREAS CLIENT and SORD desire to enter into a contract providing that SORD shall accept CLIENT's solid waste at the Landfill and dispose of same at the Landfill or such other place as SORD shall designate, subject to the terms as are hereinafter set forth.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and benefits set forth below, agree as follows:

DEFINITIONS

"Municipal Solid Waste" (hereafter "MSW"), for the purposes of this Agreement, shall be defined as non-hazardous waste generated in households, commercial and business establishments, and institutions; and excludes industrial process wastes, mining wastes, ashes, and sewage sludge.

The term "hazardous waste", as used herein, shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, and including future amendments thereto, and applicable state law.

"Permitted Special Waste", as used herein, shall include those wastes that are not controlled industrial wastes but which, because of their nature or volume, require special or additional handling aside from that given to routine household refuse, which shall include but is not limited to: sludge, septic tank pumpings, grease trap wastes, dead animals, packing house offal and tankage, waste fats

and oils, hatchery wastes, asbestos wastes, and spent herbicide and pesticide containers.

"Construction / Demolition Waste", as used herein, shall mean the scrap lumber and other building materials generated in either the construction or demolition of buildings and other improvements.

TERM

This Agreement shall be for a term of five (5) years commencing at 12:01 am on the 1st day of July 2021 and terminating at 11:59 p.m. on the 30th day of June 2026, unless either party hereto takes action to terminate this Agreement pursuant to the terms hereinafter set forth. It is understood and agreed that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of City's funds to Ardmore Public Works Authority in the future will be limited to appropriations and available funds in the then current City fiscal year. In the event appropriations for this agreement are limited or not available then the parties will in good faith renegotiate the terms of this agreement.

DISPOSAL RATES AND PAYMENT

The Disposal Rate, commonly known as and referred to as a "Tipping Fee", to be paid by CLIENT to SORD during the first year of this Agreement shall be the sum of Twenty-One Dollars and Fifty Cents (\$21.50) per ton of Municipal Solid Waste ("MSW"). Such Tipping Fee shall increase 2.5% for the second and fourth year of the contract upon approval by the SORD Board of Directors. Payment of same shall be made by CLIENT to SORD no later than twenty (20) days after the issuance of each monthly statement by SORD, either directly to SORD at the Post Office Box set forth above, or directly to such banking institution designated by SORD.

The Initial Rates for MSW disposal are set forth above. SORD, at the sole discretion of SORD or SORD's assigns, may, at any time after the first three (3) years of this Agreement, establish new disposal rates (the "Base Rates") herein to, (1) fully cover increases in disposal operating costs, (2) address changes in any laws, regulations, ordinances or guidelines, including changes regarding the construction or the operation of the landfill, promulgated by the EPA or the Oklahoma Department of Environmental Quality, or (3) adjust for any decrease in the volume of MSW being disposed of into the landfill. In the event of extraordinary or unforeseen expenses, SORD reserves the right to increase the Initial Rates set forth above to cover said expenses upon thirty (30) days written notice to and upon consultation with the CLIENT.

The Parties recognize that the validity of a contract with CLIENT is dependent on the availability of public funding and appropriation. Nothing in the

Agreement is intended to imply that the CLIENT can be obligated to expend funds beyond the current fiscal year without such Commission action.

PARTIES' OBLIGATIONS

CLIENT shall collect and deliver all of CLIENT'S MSW, both commercial and residential, to SORD at the Landfill. Should CLIENT cease to publicly collect MSW, any agreement by and between CLIENT and a third-party collector to collect same shall be subject to this Agreement and provide for delivery of all such MSW so collected to be made to SORD consistent with the terms of this Agreement.

During the term of this Agreement, subject to availability of airspace or any periodic quantity limitations imposed by applicable law, regulation, permits or otherwise, SORD shall receive and dispose of all the "MSW" delivered to SORD's disposal site, excluding radioactive, volatile, highly flammable, explosive, toxic, infectious, pathological, or hazardous waste.

Where requested by SORD, CLIENT shall, in addition to any labeling, placarding, marking, manifesting or other such documentation required by law, provide SORD, in advance, with a representative Sample of the solid waste to be disposed of by SORD, and with a detailed written physical and chemical description or analysis of the solid waste, including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such solid waste ("Waste Characterization Data Sheet" or "WCDS"). CLIENT shall promptly furnish to SORD any information regarding known, suspected, or planned changes in composition of such solid waste and CLIENT shall accordingly update the WCDS. CLIENT warrants that all solid waste specified in a WCDS and delivered to SORD shall conform to the description set forth on the WCDS.

OWNERSHIP OF WASTE

Ownership of the MSW and other waste delivered by CLIENT to SORD shall be transferred to and vest in SORD at the time the MSW and other waste is fully unloaded at the working face of the actual disposal site at the Landfill (or such other place to which the parties have agreed in writing) and the CLIENT'S vehicle has departed such working face. Prior thereto ownership of the MSW and other waste shall be in, and all risks and responsibilities for same, shall be borne by CLIENT.

COMPLIANCE WITH LAWS

SORD and CLIENT shall comply with all applicable local, state, and federal laws pertaining to the delivery and disposal of the MSW and other waste. CLIENT shall also comply with work and safety rules which have been promulgated by SORD to govern operations at the Landfill.

TERMINATION UPON DEFAULT

Either party shall have the right to terminate this Agreement in the event of a default by the other party of any of the provisions contained in this Agreement, which default is not cured within twenty (20) days of such default, after delivery to such defaulting party of written notice of such default. Any such decision regarding termination of this Agreement shall provide no less than one hundred twenty (120) days written notification by the terminating part delivered to the defaulting that this Agreement is being terminated.

WRONGUL ACTS

CLIENT and SORD shall each be responsible for the wrongful acts and omissions of their agents and employees.

INSURANCE

SORD and Ardmore Public Works Authority each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence and Workers Compensation and Employer's Liability coverage within statutory limits. Each party will provide a certificate of insurance to the other party showing uninterrupted coverage throughout the entire terms of this agreement.

FORCE MAJUERE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site.

ASSIGNMENT

The Agreement and the interest of CLIENT in any facilities or equipment subject to this Agreement may not be sold, leased, pledged, assigned, or otherwise encumbered by CLIENT for any reason without the express prior approval of SORD. This Agreement, SORD's interest in any facilities or equipment subject to this Agreement and the right of SORD to receive payment under this or any other Agreement may be assigned and reassigned in whole or in part to one or more

assignees of SORD without the necessity of obtaining the consent of CLIENT. Any consent to assignment shall not be unreasonably withheld by SORD.

ENTIRE AGREEMENT

The Agreement constitutes the entire understanding between SORD and CLIENT hereto, and cancels and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to the Agreement will be effective unless in writing and signed by SORD and CLIENT hereto.

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

BINDING EFFECT

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties.

NOTICES

Any notice, request, demand, and other communication given under this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by registered or certified mail, to the following address or addresses:

If to SORD, to: Executive Director
 P.O. Box 1088
 Ardmore, OK 73402

If to CLIENT, to: City of Ardmore, C/O City Manager
 P.O. Box 249
 Ardmore, OK 73402

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS THEREOF, this Agreement is executed in duplicate this _____ day of _____, 2021.

Southern Oklahoma Regional Disposal, Inc.

By: _____

Title : _____

Date: _____

CLIENT:

Ardmore Public Works Authority

By: _____

Name: _____

Title: _____

Date: _____