

BMIA

Board of Trustee
Agenda Packet

27 April 2021

Eddie Odle ~ Trustee

Joe Davis ~ Trustee

Michael Scalf ~ Trustee

Albert Ryans ~ Trustee

Chuck Kemper ~ Trustee

Robert L. Floyd ~ Trust Manager

David L. Perryman ~ Trust Attorney

Kenny Sullivan ~ Trust Engineer

Diana Daniels ~ Secretary

Daniel Ofsthun ~ Finance Director

Emily Pehrson ~ Public Works Director



AGENDA

BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

BOARD OF TRUSTEES

REGULAR MEETING

TUESDAY, 27 APRIL 2021

6:00 P.M.

**IMMEDIATELY FOLLOWING THE CITY COUNCIL
MEETING**

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us on or before 5:00 p.m., Friday, April 23th, 2021, in accordance with the Oklahoma Open Meeting Act.

Diana Daniels

City Clerk

A. MEETING CONVENED

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **DETERMINATION OF QUORUM:**

B. BUSINESS AGENDA

The following item(s) are hereby designated for discussion, consideration and take INDIVIDUAL action as deemed appropriate to:

1. **SOLID WASTE DISPOSAL AGREEMENT.**
Discussion and vote on a motion to adopt Resolution No. 2021-___ approving the 3rd Renewal and Modification of Contract by and between Waste Connections of Oklahoma for solid waste collection and disposal.
2. **AGREEMENT.**
Discussion and vote on a motion to adopt Resolution No. 2021-___ approving an Agreement with Glenn Sullivan & Associates in providing engineering services to design a new lift station replacing the existing lift station located at 7th and Main Street in the total amount of \$50,000.

C. CONSENT AGENDA

The following item(s) are hereby designated for approval, acceptance or acknowledgment by one motion, SUBJECT to any conditions included therein. If any item(s) do not meet with the approval of all members, that item(s) will be heard in regular order:

1. **APPROVAL** of the regular meeting minutes of 23 March 2021.
2. **ACKNOWLEDGE** payment of FYE2021 Claims/Expenditures per fund in the total amount of \$354,102.68.
3. **ACKNOWLEDGE** payment of 2021 Payroll in the total amount of \$35,032.09.
4. **ACCEPTANCE** of the March 2021 Treasury Report.

D. CONSENT ITEM REMOVAL

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

E. PUBLIC COMMENTS

From the general public [limited to 3-minutes per speaker] for a total of 15-minutes on Utility related NON-AGENDA items. Preference will be given to Blanchard ratepayers and NO FORMAL ACTION will be taken.

F. TRUSTEE/STAFF COMMENTS

This item is listed to provide an opportunity for the Board of Trustees and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

G. ADJOURNMENT

MEETING CONVENED

- **Called to Order**
- **Roll Call**
- **Quorum Determination**

BUSINESS AGENDA

**BUSINESS
AGENDA
B-1**



Trustee Agenda

Business Item No. B-1

DATE: 27 April 2021

TO: Board of Trustees
Blanchard Municipal Improvement Authority

FROM: *Robert L. Floyd*, Trust (City) Manager

ITEM: RESOLUTION ~ Solid Waste Collection & Disposal Agreement

BACKGROUND:

Attached is a proposal for renewal of the 3rd Amendment and Modification to the original agreement approved in 2009 with Waste Connections of Oklahoma, Inc.

Waste Connections proposes approximately 2.6% increase to services for waste collection.

Brittany Lemoine will be in attendance to address the Board and answer questions.

FISCAL IMPACT:

Approximate 2.6% increase to certain rates.

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION NEEDED:

Discuss and vote on a motion to adopt Resolution No. 2021-____ approving Solid Waste Collection and Disposal, as requested.

EXHIBITS:

3rd Amendment & Modification Contract.

RESOLUTION NO. 2021-____

A RESOLUTION APPROVING A THIRD RENEWAL AND MODIFICATION OF CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL CONTRACT.

WHEREAS, The City contracts its solid waste collection and disposal services to an outside contractor; and

WHEREAS, Waste Connections of Oklahoma, Inc. (the Contractor) is requesting a Third Renewal and Modification of the solid waste collection and disposal contract for a 5-year period and a rate increase of approximately 2.6%; and

WHEREAS, it appearing reasonable for the City of Blanchard, through its Municipal Improvement Authority (a Public Trust), to approve and execute the Third Renewal and Modification of the Solid Waste Collection and Disposal Contract, as presented; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Blanchard Municipal Improvement Authority (BMIA) that such renewal and modification be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law and this Resolution shall be APPROVED and ADOPTED this 27th day of April, 2021.

(SEAL)
ATTEST:

Chairman

Secretary

THIRD RENEWAL AND MODIFICATION OF CONTRACT SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

THIS THIRD RENEWAL AND MODIFICATION OF CONTRACT, (this "Third Amendment"), is entered into this ___ day of April, 2021, by and between Waste Connections of Oklahoma, Inc. (the "Contractor"), and the Blanchard Municipal Improvement Authority (the "Town" or "BMIA").

WHEREAS, the Town and Contractor entered into that certain Solid Waste Collection and Disposal Contract dated May 12, 2009 (the "Original Contract"), as amended by that certain Renewal and Modification of Agreement dated May 26, 2015 (the "First Amendment"), and that certain Second Renewal and Modification of Agreement dated February 23, 2016 (the "Second Amendment", together with the First Amendment and the Original Contract collectively referred to as the "Contract").

WHEREAS, the Town and the Contractor mutually desire to amend the existing Contract as further described herein.

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Term. The Town and the Contractor hereby agree that the term of the Contract is hereby extended for another five (5) years from July 1, 2021, up and through June 30, 2026 (the "Second Extended Term"). All of the terms of the Contract shall be applicable in all respects to the Extended Term except as specifically set forth herein.

2. Rates. Exhibit A to the Contract is hereby deleted in its entirety and replaced with the Exhibit A attached hereto as Schedule 1. The rates on Exhibit A shall be effective as of the beginning of the Second Extended.

3. Rate Increases. Beginning on the first day of the Second Extended Term, Article XI(8) and Article XI(9), and any other provision in the Contract relating to rate adjustment language shall be deleted in its entirety and the following shall be inserted as Article XI(8) and Article XI(9):

"8. Rate Increases. On every anniversary date of this Agreement, starting on July 1, 2022, the rates set forth in Section 9 above shall automatically adjust based on the percentage change in the Consumer Price Index ("CPI"). "CPI" as used herein shall mean the revised Consumer Price Index for all urban consumers (CPI-U), all items included, for the U.S City Average Consumer Price Index (CPI-U) rate based on the latest available figures from the Department of Labor, Bureau of Labor Statistics. The CPI's so used in each such adjustment will be those CPI's so published by such governmental authority during the preceding twelve (12) month period. The amount of increase or decrease for such adjustment shall be an amount equal to the percentage of the then existing rates which such CPI has so increased (or decreased, as applicable) for the 24-month period ending with the month for such CPI's so published are utilized; provided, however, that (i) the rates shall not fall below the initial rates provided in Section 9 above, and (ii) the

percentage increase pursuant to this Section 10.A. in any twenty-four (24) month period shall not exceed three percent (3%) over the then existing rates so increased.

4. Counterparts. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Third Amendment between the parties hereto, and it shall not be necessary for the proof of this Third Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

5. Ratification: All terms and provisions of the Contract not amended hereby, either expressly or by necessary implication, shall remain in full force and effect. From and after the date of this Third Amendment, all references to the term "Contract" in this Third Amendment and/or in the Contract shall include the terms contained in this Third Amendment.

6. Conflicting Provisions. In the event of any conflict between the original terms of the Contract and this Third Amendment, the terms of this Third Amendment shall prevail.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties execute this Third Amendment as of the date first written above.

BLANCHARD MUNICIPAL
IMPROVEMENT AUTHORITY

WASTE CONNECTIONS OF
OKLAHOMA, INC.

By: _____
Its: _____
Name: _____

By: _____
Its: _____
Name: _____

ATTEST:

Secretary

SCHEDULE 1

Updated Rates

(see attached)

EXHIBIT A	2018	2019	2020
Residential Service - 1 cart	\$8.28	\$8.43	\$8.43
Residential Service - Extra cart (each)	\$4.44	\$4.52	\$4.52
Residential - Handicap House Side	\$8.28	\$8.43	\$8.43
Curbside Bulk Trash	no charge	no charge	no charge
Residential Recycling - 1 cart	\$4.44	\$4.52	\$4.52
Residential Recycling - 1 cart (senior citizen rate)	\$3.44	\$3.50	\$3.50
Commercial Poly- Cart	\$15.57	\$15.85	\$15.85
DUMPSTERS			
2 yard - 1 pick up per week	\$35.23	\$35.86	\$35.86
3 yard - 1 pick up per week	\$53.36	\$54.32	\$54.32
4 yard - 1 pick up per week	\$62.24	\$63.35	\$63.35
6 yard - 1 pick up per week	\$77.82	\$79.21	\$79.21
8 yard - 1 pick up per week	\$86.71	\$88.26	\$88.26
2 yard - 2 pick ups per week	\$64.47	\$65.62	\$65.62
3 yard - 2 pick ups per week	\$82.16	\$83.63	\$83.63
4 yard- 2 pick ups per week	\$90.04	\$91.65	\$91.65
6 yard- 2 pick ups per week	\$122.29	\$124.48	\$124.48
8 yard- 2 pick ups per week	\$144.50	\$147.09	\$147.09
Locking Device	\$3.28	\$3.34	\$3.34
TRANSFER STATION			
Transfer Site Compactor Rental (42 yard)	\$280.94	\$285.97	\$285.97
Compactor Container Pull Rate	\$416.86	\$424.32	\$424.32
Roll- Off (30 Yard)	\$306.60	\$312.09	\$312.09
MAY DAZE			
8 Portable Toilets	no charge	no charge	no charge
12 poly carts	no charge	no charge	no charge
RELAY FOR LIFE			
4 Portable Toilets	no charge	no charge	no charge
4th of July			
10 Portable Toilets	no charge	no charge	no charge
20 poly carts	no charge	no charge	no charge
2 - 2 yard dumpsters	no charge	no charge	no charge
MUNICIPAL FACILITIES DUMPSTERS			
City Hall - 2 yard	no charge	no charge	no charge
Police Department - 2 yard	no charge	no charge	no charge
Fire Department - Polycart	no charge	no charge	no charge
Library - 2 yard	no charge	no charge	no charge
Lions Park - 4 yard	no charge	no charge	no charge
Southpark Recreation Complex - 8 yard	no charge	no charge	no charge
Senior Citizen Center - 4 yard	no charge	no charge	no charge
BMIA Shop - 2 yard	no charge	no charge	no charge
BMIA Offices - 2 yard	no charge	no charge	no charge
SPRING/FALL CLEAN- UP 40 YARD ROLL OFFS			
2- 40 yard roll offs twice a year for springs and fall clean-up	no charge	no charge	no charge

2021
\$8.65
\$4.64
\$8.65
no charge
\$4.64
\$3.59
\$16.27
\$36.80
\$55.74
\$65.01
\$81.29
\$90.57
\$67.34
\$85.82
\$94.05
\$127.74
\$150.94
\$3.43
\$293.46
\$435.44
\$320.27
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge
no charge

EXHIBIT "A"	
Residential Service – 1 cart	
Residential – Extra cart (each)	
Residential – Handicap House Side	
Curbside Bulk Trash	
Residential Recycling – 1 cart	
Residential Recycling – 1 cart (senior citizen rate)	
DUMPSTERS	
2 yard – 1 pick up per week	
3 yard – 1 pick up per week	
4 yard – 1 pick up per week	
6 yard – 1 pick up per week	
8 yard – 1 pick up per week	
2 yard – 2 pick ups per week	
3 yard – 2 pick ups per week	
4 yard – 2 pick ups per week	
6 yard – 2 pick ups per week	
8 yard – 2 pick ups per week	
2 yard – 3 pick ups per week	
3 yard – 3 pick ups per week	
4 yard – 3 pick ups per week	
6 yard – 3 pick ups per week	
8 yard – 3 pick ups per week	
TRANSFER STATION	
Transfer Site Compactor (42 yard)	
Compactor container pull rate	
MAY DAZE	
8 portable toilets	
12 poly carts	
RELAY FOR LIFE	
4 portable toilets	
MUNICIPAL FACILITIES DUMPSTERS	
City Hall – 2 yard	
Police Department – 2 yard	
Fire Department - Polycart	
Library – 2 yard	
Lions Park – 4 yard	
Southpark Recreation Complex – 8 yard	
Senior Citizens Center – 4 yard	
BMIA Shop – 2 yard	
BMIA Offices – 2 yard	
SPRING/FALL CLEAN-UP 40 YARD ROLL OFFS	
2- 40 yard roll offs twice a year for spring and fall clean-up	

**BUSINESS
AGENDA
B-2**



Trustee Agenda

Business Item No. B-2

DATE: 27 April 2021

TO: Board of Trustees
Blanchard Municipal Improvement Authority

FROM: *Robert L. Floyd*, Trust (City) Manager

ITEM: RESOLUTION ~ Engineering Agreement

BACKGROUND:

Attached is a proposal for engineering services associated with designing and overseeing construction of a new lift station to replace the SW 7th Street station in the amount of \$50,000.

This cost includes surveying necessary in writing a legal description for the new site to be determined. Cost also includes electrical design and structural as required.

Monies are available under the 2014A Utility System and Sales Tax Revenue Bonds.

FISCAL IMPACT:

\$50,000.00

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION NEEDED:

Discuss and vote on a motion to adopt Resolution No. 2021-____ approving engineering services, as requested.

EXHIBITS:

Engineering Contract.

RESOLUTION NO. 2021-____

A RESOLUTION APPROVING AN AGREEMENT FOR ENGINEERING SERVICES.

WHEREAS, The City and the BMIA employs Glenn Sullivan & Associates, Inc. as their consulting engineering firm; and

WHEREAS, GSA has proposed an agreement to perform the various professional engineering services in the amount of \$50,000 for the design and construction of a new SW 7th Street Lift Station; and

WHEREAS, it appearing reasonable for the City of Blanchard, through its Municipal Improvement Authority (a Public Trust), to approve and execute the proposed Agreement for Engineering Services, as presented; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Blanchard Municipal Improvement Authority (BMIA) that such engineering services agreement be entered into and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law and this Resolution shall be APPROVED and ADOPTED this 27th day of April, 2021.

(SEAL)
ATTEST:

Chairman

Secretary

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this 27th day of April, 2021

by and between the **City of Blanchard/Blanchard Municipal Improvement Authority**, hereafter referred to as the OWNER, and **Glenn Sullivan & Associates, Inc.**, hereinafter referred to as the ENGINEER: THE OWNER intends to construct a **New SW 7th Street Lift Station** in **McClain** County, State of Oklahoma, for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will furnish a topographic survey of the existing site as well as the new site and will provide a legal description of the new site, if required. The ENGINEER will complete the detailed design of the project (including electrical and structural if required), prepare construction drawings, specifications, and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
2. The contract documents furnished by the ENGINEER under Section A-1 shall utilize funding Agency endorsed construction contract documents, including funding Agency General Conditions, Contract Change Orders, and partial payment estimates, if required. All of these documents shall be subject to funding Agency approval.
3. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
4. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER up to five sets of the drawings, specifications, and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
5. The drawings prepared by the ENGINEER under the provisions of Section A-1 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, up to three copies of a map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
6. The ENGINEER will attend the bid opening, if requested, and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
7. The ENGINEER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.

8. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
9. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents.
10. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming with the design concept.
11. Unless notified by the OWNER in writing that the OWNER will provide for resident inspection, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
12. The ENGINEER will cooperate and work closely with funding Agency representatives.
13. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit same to the OWNER for payment.
14. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, the funding Agency, and others on a timely basis.
15. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER and the funding Agency. The ENGINEER shall submit a statement of completion to the OWNER and the funding Agency along with the final pay request.
16. The ENGINEER will provide the OWNER with one set of digital record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.
17. If State statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
18. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
19. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of:

Fifty Thousand and No/100 Dollars (\$50,000.00)

2. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 20th day of the following period.

3. The compensation for engineering services shall not exceed the following milestones:

(a) A sum which equals seventy percent (70%) of the total compensation payable under Section B-1, after completion and submission of the construction drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by OWNER, the Department of Environmental Quality, and the funding Agency.

(b) A sum which, together with the compensation provided in Section B-3-(a) above, equals eighty percent (80%) of the compensation payable immediately after the construction contracts are awarded.

(c) A sum equal to fifteen percent (15 %) of the compensation will be paid on a monthly basis for general engineering review of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal ninety-five (95%) of the compensation. A final payment to equal 100 percent shall be made when it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-18 hereof.

SECTION C - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER and written approval of the funding Agency.

1. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic or other studies recommended by the ENGINEER.
2. Assistance in negotiating for land and easement rights.
3. Necessary data and filing maps for water rights, water adjudication, and litigation.
4. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and the funding Agency, except redesigns to reduce the project cost to within the funds available.
5. Appearances before courts or boards on matters of litigation or hearings related to the project.
6. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-9.
7. The ENGINEER further agrees to provide the operation and maintenance manual for facilities when required for \$_____.

Payment for the services specified in this Section D shall be as agreed in writing between the OWNER and approved by the funding Agency prior to commencement of the work. Barring unforeseen circumstances, such payment is estimated not to exceed \$_____.

SECTION D - INSPECTION SERVICES

Roles and Responsibilities of the Resident Inspector:

1. Acts as the Owner's on site representative.
2. Communicates as necessary with the engineer and contractor's superintendent in a timely and productive manner. Transmits the engineer's interpretations of the plans and specifications to the contractor. Transmits the contractor's suggestions for modifications to the engineer. Immediately alerts both the engineer and contractor when any work appears to be out-of-compliance with contract documents or with normal construction practices.
3. Observes work-in-progress and constantly compares it to what is specified and shown on the plans.
4. Compares approved submittals to corresponding materials and equipment upon delivery. Notifies Engineer and Contractor if any material or equipment is delivered or installed before approval of all required and related submittals.
5. Verifies that required tests of materials and equipment are performed in accordance with contract documents and confirms that results meet the requirements of the contract documents. Provides advance notification to Engineer of scheduled testing. Provides notification to Owner and Engineer of failed testing.
6. Marks up a set of plans as construction progresses to assist the Engineer in preparing As Built Drawings. Establishes a mark-up color chart with Engineer at Project initiation for drawing deletions, additions, comments, etc.
7. Reviews Contractor's pay estimates and provides comments to Engineer regarding the accuracy and correctness of quantities claimed and materials stored.
8. Assists Engineer in preparing a Punch List of observed items requiring correction and verifies correction of punch list items prior to final inspection.
9. Limitations of Inspector's Authority
 - (a) Does not authorize deviations from the contract documents.
 - (b) Does not undertake any of the responsibilities of the Contractor, Subcontractors, Engineer or Owner.
 - (c) Does not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
 - (d) Does not authorize the Owner to occupy the project in whole or in part.
 - (e) Does not participate in specialized field or laboratory tests unless authorized to do so.

SECTION E - COMPENSATION FOR RESIDENT INSPECTION

1. The OWNER shall compensate the ENGINEER for design and contract administration engineering services in the amount of:

Twenty Thousand and No/100 Dollars (\$20,000.00)

2. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 20th day of the following period.

SECTION E - INTEREST ON UNPAID SUMS

If OWNER fails to make any payment due ENGINEER within 60 days for services and expenses and funds are available for the project then the ENGINEER shall be entitled to interest at the rate of 12% per annum from said 60th day, not to exceed an annual rate of 12 percent.

SECTION F - SPECIAL PROVISIONS

SECTION G – EXECUTION OF AGREEMENT

This Agreement shall become effective once the two parties listed below, OWNER and ENGINEER, have signed with their signatures properly attested to:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below:

OWNER:


By _____

Type Name _____

Title _____

Date _____

ENGINEER:

By 

Type Name Kenneth C. Sullivan

Title Vice President

Date 04/21/2021

CONSENT AGENDA

**CONSENT
AGENDA
C-1**



MINUTES

BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

BOARD OF TRUSTEES

CONDUCTED A

REGULAR MEETING ON

TUESDAY, 23 MARCH 2021

6:00 P.M.

IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us on or before 5:00 p.m., Friday, February 19th, 2021, in accordance with the Oklahoma Open Meeting Act.

Diana Daniels

City Clerk

A. MEETING CONVENED

1. CALL TO ORDER @ 8:57 p.m. by Chairman.
2. ROLL CALL:
Jim Cloud, Trustee ~ Present
Michael Scalf, Trustee ~ Present
Albert Ryans, Trustee ~ Present
Steve Misenheimer, Vice Chairman ~ Present
Eddie Odle, Chairman ~ Present
3. DETERMINATION OF QUORUM: 5 ~ PRESENT; 0 ~ ABSENT

STAFF ATTENDANCE:

Diana Daniels, Secretary
David L. Perryman, Trust Attorney
Robert L. Floyd, Trust Manager

MEDIA: None.

B. BUSINESS AGENDA

1. BID AWARD.
Discussion and vote on a motion to AWARD a contract, as recommended by Morris Engineering to Miller Inc. dba J&C Construction for submitting the lowest and best bid in the total amount of \$48,395.00 for the construction of water main extension and \$109,109.00 for the construction of sewer extension improvements to serve Braums. The bids received are as follows:

<u>Contractor</u>	<u>Sewer/Water</u>	<u>Water/Sewer</u>
Miller Inc. dba	60/60 days	\$48,395.00/\$109,109.00
Miller Const & Sons	45/30 days	\$42,316.00/\$163,186.00
Urban Contractors	30/15 days	\$78,485.00/\$217,919.00

MOTION BY Trustee Scalf and SECOND BY Vice Chairman Misenheimer ... to accept bids and award contract to the low bidder (Miller Inc.)

MOTION CARRIED:

5 ~ AYES: *Cloud, Scalf, Ryans, Misenheimer, Odle*
0 ~ NAYS: *None*
0 ~ ABSENT: *None*

2. BID AWARD.

Discussion and vote on a motion to AWARD a contract to the lowest and best bidder for the purchase of two (2) new lift station pumps and a new submersible sewage grinder.

Tabled. Did not receive any bids.

3. EQUIPMENT ACQUISITION.

Discussion and vote on a motion to APPROVE the purchase of a T66 T4 Bobcat Compact Track Loader (skid steer) from the Oklahoma State Contract #192 with Bobcat of Oklahoma City in the total amount of \$38,153.66; and authorize the City Manager to seek quotes from local banks for the lease-purchase of said equipment for the term not to exceed five (5) years at the lowest possible interest rate per annum.

MOTION BY Trustee Scalf and SECOND BY Vice Chairman Misenheimer ... to approve Lease Purchase with the local bank with the best interest rate term.

MOTION CARRIED:

5 ~ AYES: Cloud, Scalf, Ryans, Misenheimer, Odle
0 ~ NAYS: None
0 ~ ABSENT: None

4. 2016 SERIES UTILITY SYSTEM-SALES TAX REVENUE NOTE.

Discussion and acknowledgment of 2016 Series Revenue Note of \$1,580,000.00 pay-off.

MOTION BY Vice Chairman Misenheimer and SECOND BY Trustee Ryans ... to acknowledge payoff of the 2016 Series Revenue Note.

MOTION CARRIED:

5 ~ AYES: Cloud, Scalf, Ryans, Misenheimer, Odle
0 ~ NAYS: None
0 ~ ABSENT: None

5. RUSH SPRINGS AQUIFER.

Discussion and vote on a motion, if needed, regarding the Hydrologic Investigation Report of the Rush Springs Aquifer in West- Central Oklahoma, 2015.

MOTION BY Trustee Scalf and SECOND BY Vice Chairman Misenheimer ... to move forward with study group.

MOTION CARRIED:

*5 ~ AYES: Cloud, Scalf, Ryans, Misenheimer, Odle
0 ~ NAYS: None
0 ~ ABSENT: None*

6. WATER PRESSURE TESTING.

Discussion and vote on a motion, as needed, regarding the setting of a policy for water pressure testing. This item is requested by Trustee Scalf.

MOTION BY Trustee Ryans and SECOND BY Trustee Scalf... to approve method of water testing proposed by the City Engineer and send out letters.

MOTION CARRIED:

*5 ~ AYES: Cloud, Scalf, Ryans, Misenheimer, Odle
0 ~ NAYS: None
0 ~ ABSENT: None*

C. CONSENT AGENDA

The following item(s) are hereby designated for approval, acceptance or acknowledgment by one motion, SUBJECT to any conditions included therein. If any item(s) do not meet with the approval of all members, that item(s) will be heard in regular order:

1. **APPROVAL** of the regular meeting minutes of 23 February 2021.
2. **ACKNOWLEDGE** payment of FYE2021 Claims/Expenditures per fund in the total amount of \$282,008.49.
3. **ACKNOWLEDGE** payment of 2021 Payroll in the total amount of \$36,982.46.
4. **ACCEPTANCE** of the January 2021 Treasury Report.
5. **APPROVAL** of FYE2021 Budget Supplements.

MOTION BY Trustee Cloud and SECOND BY Trustee Ryans ... to approve Consent Agenda, as presented.

MOTION CARRIED:

5 ~ AYES: *Cloud, Scalf, Ryans, Misenheimer, Odle*
0 ~ NAYS: *None*
0 ~ ABSENT: *None*

D. CONSENT ITEM REMOVAL

Discussion, consideration and take appropriate action re: any item(s) removed from the Consent Docket.

None.

E. PUBLIC COMMENTS

From the general public [limited to 3-minutes per speaker] for a total of 15-minutes on Utility related NON-AGENDA items. Preference will be given to Blanchard ratepayers and NO FORMAL ACTION will be taken.

None.

F. TRUSTEE/STAFF COMMENTS

This item is listed to provide an opportunity for the Board of Trustees and/or city staff to make comments and/or request specific agenda items. NO ACTION will be taken.

None.

G. ADJOURNMENT

CALLED @ 9:24 pm.

Chairman

ATTEST: (BMIA Seal)

Secretary

**CONSENT
AGENDA
C-2**

SUMMARY

MUNICIPAL IMPROVEMENT AUTHORITY

AGENDA: 4/27/2021
ITEM: Consent B (2)

CLAIMS LIST

ENTERPRISE FUNDS

FUND	AMOUNT
General Operations	\$354,102.68
Debt Service	\$ -0-
Fox Run	\$ -0-
Industrial Park	\$ -0-
Meter Deposit	\$ -0-
Quail Haven	\$ -0-
TOTAL	\$354,102.68

RECOMMENDATION:

Acknowledge approval of the FYE2021 Claims as presented.

CLAIMS REPORT
Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BMIA					
ACCURATE ENVIRONMENTAL LLC	QUARTERLY TESTING		800.00	3628	3/17/21
ACE HARDWARE	MISC. SUPPLIES (OPEN PO)	61.96		3647	4/09/21
ACE HARDWARE	MISC. SUPPLIES	55.98	117.94	3648	4/09/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (BULK)		98.42	3640	3/25/21
AMERICAN FIDELITY ASSURANCE	FLEX SPENDING		33.32	30397	3/26/21
AMERICAN FIDELITY ASSURANCE	AFA LT DISABILI		197.86	30399	3/26/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	166.48		3629	3/17/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	259.13		3630	3/17/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	61.37		3631	3/17/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	1,528.58		3632	3/17/21
AMERICAN ELECTRIC POWER	ELECTRIC SERVICES (OPEN PO)	41.51	2,057.07	3633	3/17/21
AMERICAN WATERWORKS SUPPLY INC	MISC. PARTS & SUPPLIES	216.00		3634	3/17/21
AMERICAN WATERWORKS SUPPLY INC	OPEN PO	70.00		3641	3/25/21
AMERICAN WATERWORKS SUPPLY INC	(2) HYDRANT WRENCHES	50.00	336.00	3653	4/15/21
BANK OF OKLAHOMA	2007 BOND PMT (\$4,532.94)	4,532.94		3664	3/17/21
BANK OF OKLAHOMA	2014 BOND PMT (\$9417.61)	9,417.61		3665	3/17/21
BANK OF OKLAHOMA	2014A BOND PMT (\$21,633.55)	21,633.55		3666	3/17/21
BANK OF OKLAHOMA	2015 BOND PMT (\$7941.48)	7,941.48		3667	3/17/21
BANK OF OKLAHOMA	2017 BOND PMT (\$20,706.37)	20,706.37		3668	3/17/21
BANK OF OKLAHOMA	2019 BOND PMT (\$14012.97)	14,012.97		3669	3/17/21
BANK OF OKLAHOMA	2007 BOND PMT (\$4,532.94)	4,532.94		3670	4/15/21
BANK OF OKLAHOMA	2014 BOND PMT (\$9417.61)	9,417.61		3671	4/15/21
BANK OF OKLAHOMA	2014A BOND PMT (\$21,633.55)	21,633.55		3672	4/15/21
BANK OF OKLAHOMA	2015 BOND PMT (\$7941.48)	7,941.48		3673	4/15/21
BANK OF OKLAHOMA	2017 BOND PMT (\$20,706.37)	20,706.37		3674	4/15/21
BANK OF OKLAHOMA	2019 BOND PMT (\$14012.97)	14,012.97	156,489.84	3675	4/15/21
BLANCHARD BUILDING CENTER	MISC. SUPPLIES (OPEN PO)		4.25	3654	4/15/21
CARLSON & BROWN ENTERPRISES	BORE FOR 502 SE 6TH WATER TAP		750.00	3635	3/17/21
CITY OF BLANCHARD INS FUND	HEALTH INSURANC		1,191.42	30401	3/26/21
CITY OF NEWCASTLE	WATER PURCHASES (OPEN PO)		2,661.15	3655	4/15/21
CITY OF OKLAHOMA CITY	WATER PURCHASES (OPEN PO)		51,928.14	21036011	3/17/21
CRAWFORD & ASSOCIATES	ACCOUNTING SERVICES (OPEN PO)		1,442.00	3642	3/25/21
DEPT OF ENVIRONMENTAL QUALITY	D WATER AND WASTE WATER EXAMS	248.00		3636	3/17/21
DEPT OF ENVIRONMENTAL QUALITY	QUARTERLY WATER ANALYSIS (OPEN	233.64	481.64	3649	4/09/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT-435.36 WATER METER TR	435.36		3656	4/15/21
FIRST NATIONAL BANK & TRUST CO	LOAN PMT-468.44 NEW TRUCK	468.44	903.80	3657	4/15/21
FUELMAN	FUEL PURCHASES		742.95	21036012	3/17/21
HAMPEL OIL DISTRIBUTORS, INC	FUEL PURCHASES (OPEN PO)		171.33	3646	3/26/21
THE HARTFORD GROUP BENEFITS	HARTFORD LIFE		5.79	30417	4/09/21
HAYNES EQUIPMENT COMPANY	CHECK 4 LAKES TOWER CPU		1,151.82	3643	3/25/21
INTERNAL REVENUE SERVICE	FED/FICA TAX	3,475.08		10096887	3/26/21
INTERNAL REVENUE SERVICE	FED/FICA TAX	3,355.53	6,830.61	10096893	4/09/21
LOVE, BEAL & NIXON, P.C.	Garnishment	100.00		30403	3/26/21
LOVE, BEAL & NIXON, P.C.	Garnishment	100.00	200.00	30419	4/09/21
MARY & CHARLES MCCORNACK	CUSTOMER ACCIDENTALLY PAID		1,300.00	3650	4/09/21
NATIONWIDE RETIREMENT	RETIREMENT 401a	928.44		30393	3/26/21
NATIONWIDE RETIREMENT	RETIREMENT 401a	905.26	1,833.70	30414	4/09/21
O'REILLY AUTO PARTS	MISC. PARTS & SUPPLIES	31.76		21036013	3/17/21
O'REILLY AUTO PARTS	MISC. PARTS & SUPPLIES	4.79		21036014	3/17/21
O'REILLY AUTO PARTS	MISC. PARTS & SUPPLIES	80.91	117.46	21036015	3/17/21
OKLAHOMA CONTRACTOR'S SUPPLY	WRAP 10" FOR NORTH COUNTY LINE		150.00	3651	4/09/21
OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES(OPEN PO)	258.00		3637	3/17/21
OKLAHOMA ELECTRIC COOPERATIVE	ELECTRIC SERVICES (OPEN PO)	1,156.44	1,414.44	3638	3/17/21

CLAIMS REPORT
Check Range: 3/16/2021- 4/15/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
OKLAHOMA NATURAL GAS	GAS SERVICES (OPEN PO)	95.29		3644	3/25/21
OKLAHOMA NATURAL GAS	GAS SERVICES (OPEN PO)	328.44	423.73	3645	3/25/21
OKLAHOMA TAX COMMISSION	STATE TAX	445.07		10096886	3/26/21
OKLAHOMA TAX COMMISSION	STATE TAX	433.07	878.14	10096892	4/09/21
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	163.21		30391	3/26/21
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	163.21	326.42	30413	4/09/21
QUADIENT FINANCE USA, INC.	LEASE ON POSTAGE METER		89.58	21036017	3/25/21
SAM'S CLUB DIRECT	MISC SUPPLIES (OPEN PO)		141.24	21036016	3/25/21
SPANGLER SMASHING, LLC	TRASH COMPACTING (OPEN PO)		1,870.00	3658	4/15/21
TAYLOR & SON'S PIPE & STEEL	40 FT SQUARE METAL TUBING		36.20	3652	4/09/21
WASTE CONNECTIONS OF CHICKASHA	TRASH SERVICES (OPEN PO)	57,519.16		3639	3/17/21
WASTE CONNECTIONS OF CHICKASHA	TRASH SERVICES (OPEN PO)	59,407.26	116,926.42	3659	4/15/21

	205 BMIA TOTAL		354,102.68		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND NAME AMOUNT

205	BMIA	354,102.68
	-----	-----
	TOTAL FUNDS	354,102.68

**CONSENT
AGENDA
C-3**

BMIA Salary and Fringe Benefits

Monthly Payroll - MAR/APR 2021

of Payrolls: 2

	Payroll 1 3/26/2021	Payroll 2 4/9/2021	Total (month)
BMIA Admin (20)	\$ 8,612.12	\$ 8,592.71	\$ 17,204.83
Water(21)	\$ 4,284.30	\$ 4,062.14	\$ 8,346.44
Sewer(22)	\$ 2,691.96	\$ 2,469.80	\$ 5,161.76
Sanitation(23)	\$ 414.06	\$ 298.99	\$ 713.05
Total BMIA Salary	16,002.44	15,423.64	31,426.08
BMIA Admin (20)	\$ 884.05	\$ 881.60	\$ 1,765.65
Water(21)	\$ 574.07	\$ 545.96	\$ 1,120.03
Sewer(22)	\$ 346.94	\$ 318.84	\$ 665.78
Sanitation(23)	\$ 31.67	\$ 22.88	\$ 54.55
Total BMIA Fringe Benefits	1,836.73	1,769.28	3,606.01
TOTAL SALARY AND FB	17,839.17	17,192.92	35,032.09

**CONSENT
AGENDA
C-4**

CITY OF BLANCHARD
BMIA MONTHLY TREASURY REPORT
For the Month March 1, 2021 TO March 31, 2021

These are unaudited numbers

CODE	DESCRIPTION	BEGINNING BANK BALANCE	DEPOSITS	WITHDRAWALS	INTEREST PAID	SERVICE FEES	ENDING BANK BALANCE	Outstanding Checks	Deposits In Transit	Balance per General Ledger	Liabilities	Actual Cash	Number of Checks Issued
16	BMIA	\$675,066.40	\$226,656.99	\$282,339.49	\$56.35	\$0.00	\$619,440.25	\$ (2,604.95)	12,535.88	\$ 629,371.18		\$ 629,371.18	45
13	DEBT SERVICE FUND (75% OF 1 CENT SALES TAX)	\$78,729.71	\$250,825.59	\$190,720.45	\$14.90	\$20.00	\$138,829.75	\$ -		\$ 138,829.75		\$ 138,829.75	7
12	WATER METER DEPOSIT	\$156,750.10	\$4,870.00	\$3,725.58	\$13.48	\$0.00	\$157,908.00	\$ (2,424.21)	\$ 90.00	\$ 155,573.79		\$ 155,573.79	30
3	BMIA GENERAL FUND (RESERVE)	\$448,752.60	\$0.00	\$0.00	\$76.23	\$0.00	\$448,828.83			\$ 448,828.83		\$ 448,828.83	0
18	FOX RUN ST IMPROVEMENT FUND	\$88,847.24	\$1,273.82	\$0.00	\$0.00	\$0.00	\$90,121.06			\$ 90,121.06		\$ 90,121.06	0
27	BMIA Accrued Leave Acct	\$15,333.15	\$0.00	\$0.00	\$1.30	\$0.00	\$15,334.45			\$ 15,334.45		\$ 15,334.45	0
	BMIA Subtotal:	\$1,463,479.20	\$478,756.40	\$473,059.94	\$147.48	\$20.00	\$1,470,462.34	-\$5,029.16	\$12,625.88	\$1,478,059.06	\$0.00	\$1,478,059.06	

**CONSENT
AGENDA
ITEM REMOVAL**

PUBLIC COMMENTS

TRUSTEE – STAFF COMMENTS

ADJOURNMENT