

7/25/2023

AGENDA

MEETING PACKET



**MUNICIPAL IMPROVEMENT AUTHORITY
MEETING**

6:00 P.M.

**MUNICIPAL COURTHOUSE
300 N. MAIN STREET
BLANCHARD, OK 73010**

BOARD OF TRUSTEES

Michael Scalf ~ Chairman
Ben Whitt ~ Trustee
Albert Ryans ~ Trustee
Chuck Kemper ~ Vice Chairman
Christina Short ~ Trustee

STAFF

Robert L. Floyd ~ Trust Manager
David L. Perryman ~ Trust Attorney
Kenny Sullivan ~ Trust Engineer
David Standridge ~ Public Works Director
Diana Daniels ~ Secretary
Daniel Ofsthun ~ Finance Director
Hayden Wilkes ~ Planner
Dustin Downey ~ Capital Projects Manager



AGENDA

BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

BOARD OF TRUSTEES

REGULAR MEETING

TUESDAY, 25 JULY 2023

6:00 P.M.

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us and on the City Hall Bulletin Board on or before 5:00 p.m., Friday, July 21st, 2023, in accordance with the Oklahoma Open Meeting Act.

Diana Daniels

Secretary

A. MEETING CONVENED

1. CALL TO ORDER:
2. INVOCATION given by Mark Dunning, Pastor, Hill Side Church.
3. PLEDGE OF ALLEGIANCE:
4. ROLL CALL:
5. DETERMINATION OF QUORUM:

B. BUSINESS AGENDA

The following item(s) are hereby designated for discussion, consideration and take INDIVIDUAL action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of:

1. WATER SERVICE AGREEMENT. [Attachment B-1]
Discuss and vote on a motion to approve a water service agreement with the City of Newcastle on a service availability basis for a three (3) year period, to continue to serve as an emergency backup for the City of Blanchard.
2. REGIONAL TRUST. [Attachment B-2]
Discuss and vote on a motion to proceed with the creation of a regional trust serving multiple communities south of the South Canadian River by upgrading an existing service connection and transmission line and securing a secondary connection with the City of Oklahoma City Water Trust Authority.
3. WATER MATERIAL PURCHASE. [Attachment B-3]
Discuss and vote on a motion to increase the materials costs of \$69,458 from \$160,000 to \$229,458 for the 12-inch water line and appurtenances for the construction of the High School water line along County Line Road.
4. JOINT PRE-MEETING. [See City Agenda Item B-2]
Discuss and vote on a motion to establish a Pre-Meeting before the regular BMIA and City Council meetings.
5. JOINT SPECIAL MEETING. [See City Agenda Item B-3]
Discuss and vote on a motion to call and set a joint special meeting with the City Council to discuss and enact new utility rates, fees and charges.

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 regular meeting minutes of 27 June 2023 [**Attachment C-1**].
2. **ACKNOWLEDGE** payment of FYE2024 Claims and Expenditures in the total amount of \$319,983.64 [**Attachment C-2**].
3. **ACKNOWLEDGE** payment of FYE2023 Payrolls in the amount of \$40,051.53 [**Attachment C-3**].
4. **ACCEPTANCE** of June 2023 Financial Report [**Attachment C-4**].

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
- Invocation
- Pledge of Allegiance
- Roll Call
- Quorum Determination

BUSINESS AGENDA

B ~ 1



Council Agenda

Business Item No. B-1

DATE: 25 Jul7 2023

TO: *Board of Trustees*

FROM: *Robert L. Floyd, City Manager*

ITEM: Water Service Agreement with City of Newcastle.

ACTION REQUESTED:

Discuss and vote on a motion to approve the new Water Service Agreement with the City of Newcastle.

BACKGROUND:

The attached Agreement was approved by the Newcastle City Council on July 10, 2023.

The current rate absent an Agreement has increased to \$22.11 per thousand gallons. This is the amount charged to Newcastle by the City of OKC. Our rate with OKC is \$19.30. The difference is Newcastle is adding a wheeling charge of \$2.81 to the total.

They have disconnected the original 4-inch emergency connection on 85th across from Deer Run Addition.

FISCAL IMPACT:

- Budgeted with available funds (appropriated in the FYE2023 Budget)
- Non-Budgeted with available funds
- Non-Budgeted with additional funds requested
- To be determined
- \$2.81 impact for a wheeling charge that we don't have but should consider adding to the rates charged to the Towns of Cole and Dibble.

LEGAL REVIEW:

- N/A
- Required
- Completed Date: _____

EXHIBITS:
Agreement.

**SERVICE AVAILABILITY
WATER SERVICE AGREEMENT**

THIS AGREEMENT made and entered into between The City of Newcastle and The Newcastle Public Works Authority (hereinafter collectively referred to as the “Supplier” or “Newcastle”); and The City of Blanchard and the Blanchard Municipal Improvement Authority, (hereinafter collectively referred to as the “Purchaser” or “Blanchard”);

WITNESSETH:

WHEREAS, Newcastle has extended a 24" water main from Oklahoma City under and across the South Canadian River to and including a booster station on the South side of the river in the City of Newcastle for the purpose of purchasing water from Oklahoma City for introduction of water into the public water supply system of the City of Newcastle and any entity that Newcastle may subsequently contract with to supply water to; and

WHEREAS, Oklahoma City requires a single water purchaser for its water contract; and

WHEREAS, Blanchard understands, acknowledges and agrees that Newcastle is not guaranteeing Blanchard water under this contract other than the water provided by Oklahoma City under Newcastle’s capacity reservation; Newcastle is, however, assuring Blanchard that upon payment of the matters set forth in paragraph 3.1, it will at all times have the capacity to provide Blanchard up to, but not exceeding the rate of **Three Hundred Thousand (300,000) gallons per day [approximately Three Hundred (300) gallons per minute]**, provided sufficient water is available from Oklahoma City.

WHEREAS, Newcastle is willing to act as the single water purchaser from Oklahoma City and to contract with Oklahoma City for the purpose of purchasing water from Oklahoma City for introduction into the public water supply systems of Newcastle and Blanchard and, in turn, to enter into this agreement for the resale and transportation of Blanchard’s share of the water so purchased at rates and quantities up to but not exceeding **Three Hundred Thousand (300,000) gallons per day [approximately Three Hundred (300) gallons per minute]** to Blanchard’s connections and such substitutes or additional connections as may, from time to time, be agreed upon; and

WHEREAS, Purchaser owns and operates a water system for its customers, hereinafter referred to as “Purchaser’s System”; and

WHEREAS, to further the Purchaser’s ability to serve its existing and future customers Purchaser will need additional water supplies; and

WHEREAS, Supplier owns and operates a water supply, treatment and distribution system, hereinafter referred to as the “Supplier’s System”; and

WHEREAS, Supplier has entered into a similar agreement with the City of Oklahoma City and the Oklahoma City Water Utilities Trust (collectively “Oklahoma City”) to purchase

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Service Agreement

water in addition to the water currently being generated by Supplier and in conjunction therewith has constructed and is maintaining additional water lines and facilities including extending a 24" water main from Oklahoma City under the South Canadian River to and including the booster station on the South side of the river in Newcastle; and

WHEREAS, the Supplier's System, due to its connection to the water supply system of Oklahoma City, does have sufficient capacity to meet the current needs of Supplier and its customers and the current needs of Purchaser and its customers, as provided for in this agreement; and

WHEREAS, Purchaser and Supplier anticipate one (1) connection to "Supplier's System, hereinafter referred to as Connection #1, which will be located near State Highway #9 and State Highway #62, but additional connections may be subsequently agreed upon by Supplier and Purchaser; and

WHEREAS, the meter to be installed at Connection #1 will be owned by Supplier and Supplier will be responsible for the maintenance and upkeep of the meter, meter vault and the water lines from the source of supply to and including the meter(s) and meter vault(s) and Purchaser will be responsible for the maintenance and upkeep of the water line from the meter vault; and

WHEREAS, it is the intent and purpose of this agreement for the Supplier to provide and the Purchaser to receive and pay for water and water services through Connection #1 and any new connections contemplated by this agreement in the quantities specified herein and subject to the terms of this agreement; and

WHEREAS, Supplier and Purchaser understand, acknowledge and agree that Supplier's ability to supply Purchaser the water contemplated by this agreement is conditioned upon Supplier's continued ability to obtain water from Oklahoma City and continuing to obtain water from Oklahoma City is a prerequisite to the enforceability of this agreement; and

WHEREAS, Supplier and Purchaser understand, acknowledge and agree that the water rates Supplier is charged by Oklahoma City for the water Supplier receives under its contract with Oklahoma City will be the basis for rates charged by Supplier to Purchaser under the terms of this agreement and therefore as those rates change, the rate changes will be passed through to Purchaser and the rates under this agreement will be adjusted accordingly.

NOW, THEREFORE, in consideration of the aforesaid premises and conditions and in consideration of the mutual obligations, covenants and promises herein contained, it is agreed by and between the parties as follows:

ARTICLE I
Permission to Connect and Right to Receive Water

1.1 Supplier hereby grants Purchaser permission to make new connection(s) to water main(s) of the Supplier's System at "point(s) of delivery" mutually designated and agreed to by Supplier and Purchaser. Currently it is anticipated there will be one (1) connection as previously described herein. During the term of this agreement, Purchaser may require additional connections to Supplier's System subject to the terms of this agreement. Such grant of permission for additional connections by Supplier is subject to Purchaser fulfilling the terms of this agreement, water availability and whether or not Supplier's system is capable of providing Purchaser additional water within the framework of Supplier's then existing needs and system.

1.2 Any new connection(s) to the Supplier's System shall be done by Purchaser or Purchaser's agents in accordance with the most recently approved connection and meter installation specifications of Supplier. Purchaser will pay the cost of any new connection(s) unless otherwise agreed to. However, nothing herein shall preclude, upon the mutual agreement of the parties, Supplier from making new connection(s) for Purchaser, in which case Purchaser agrees to pay Supplier as a Connection Fee the actual costs and expense incurred by Supplier in making such new connection(s). Supplier may desire or require Supervisory Control and Data Acquisition (SCADA) equipment or other state of the art equipment to be installed. Should Supplier require the installation of SCADA or other equipment, Purchaser agrees to pay for the SCADA or other equipment costs and all related installation expenses. Any new connection(s) must be approved and accepted by Supplier before water may be supplied to Purchaser through said connection.

1.3 Purchaser, at Purchaser's cost and expense, shall provide plans and specifications for any requested new connection(s) to Supplier's System and shall submit it to Supplier for consideration prior to any construction. Subject to Supplier's System constraints and Purchaser's fulfillment of the permitting and design requirements of Supplier, Supplier may approve appropriate new connection(s). Upon receipt of written approval from Supplier, Purchaser may make the approved new connection(s).

1.4 Purchaser is responsible for payment of any connection charges and system development charges applicable to any new connection(s) to Supplier's System, pursuant to the rules, ordinances, policies, and regulations of Supplier existing at the time of the new connection(s).

1.5 Purchaser is solely responsible for acquiring all easements and rights-of-way within the limits of either Purchaser or Supplier necessary for any new connections. The right of ways shall be ultimately owned by the party owning the water line within the right of way and each party hereto agrees to assign such rights to the owner of the water line upon request. It is the intent of this agreement that Supplier will own all water lines up to and including the meter and meter vault.

1.6 Purchase acknowledges that Improvements to the Supplier infrastructure may need to occur from time to time to improve or maintain the efficiency in which Supplier is able to provide

water to Purchaser as well as other purchasers of water from the Supplier's system. Such Improvements may include, but not be limited to, increases in line size, additional connections to the Oklahoma City water supply, improved vaults, pumps, or delivery improvements. To the extent such Improvements benefit, maintain, or improve the Supplier's ability to provide water to purchasers of Supplier's System, then the cost of such Improvements shall be born proportionately among all purchasers that directly benefit from said improvement. Supplier shall have the right to assess such costs in the manner and frequency as it determines is equitable and feasible to each water purchaser from Supplier's System, with notice of such assessment being given at least six (6) months prior to imposition of said assessment.

ARTICLE II Water Metering and Flow

2.1 All water provided to Purchaser shall be measured at each connection by master meter(s) installed in meter vault(s). Said meter(s), meter vault(s) and facilities shall be constructed of materials, outfitted with equipment, and installed in accordance with the ordinances, rules, policies, and regulations of Supplier including any and all amendments or additions thereto. Installation of new meters and the installation and construction of new meter vault(s) and facilities shall be completed, at Purchaser's cost and expense, by Purchaser or Purchaser's agent, except as otherwise specifically provided for herein. Any such meter(s), meter vault(s) and facilities shall be located as agreed between Supplier and Purchaser. Any such meter(s), meter vaults and facilities may include, but not necessarily be limited to, Supplier approved cut off valve(s), bypass valve(s) and meter(s) for emergency service. It is the policy of Supplier to own and maintain the water mains, meter(s), meter-vault(s) and facilities from the source of supply to the meter vaults, inclusive. Upon execution of this agreement by Purchaser and Supplier, ownership of all existing meter vault(s), meter(s) and associated facilities for existing connections providing water service from the Supplier's System to the Purchaser's System, if not already owned and maintained by Supplier, are hereby transferred to and henceforth shall be owned and maintained by Supplier; provided, however, that nothing herein contained shall be construed to diminish Blanchard's right to the benefit of the Supplier's System's capacity as provided by this agreement and any and all extensions or renewals of this agreement. Ownership of all new meter vault(s), meter(s) and associated facilities for any new connections made or installed, by Purchaser at Purchaser's costs and expense, during the term of this agreement shall also be transferred to, and maintained by, Supplier upon completion of installation by Purchaser and acceptance of same by Supplier. Once transferred to Supplier, all meter vaults, meters, and associated facilities for providing water service from Supplier's System to the Purchaser's system shall be exclusively operated by Supplier, its employees or representatives. Should Purchaser or person's authorized by Purchaser open meter vaults, meters, or other associated facilities of Supplier to provide water service from Supplier's system without first having received permission from Supplier, then Purchaser shall be charged the highest rate per gallon that is set out in Section 3.1.B for the billing cycle in which the violation occurred.

2.2 Purchaser agrees that Supplier has a continuing need for access to all connection(s), meter(s), meter vault(s) and facilities for each connection serving Purchaser. Therefore, wherever or whenever the connections, meter(s), meter vault(s) and/or facilities are not on property or on easements held by Supplier, Purchaser shall obtain, execute and/or provide Supplier with such easements or licenses for operation and maintenance of each such connection, meter, meter vault and facility.

2.3 Supplier has the right to test meters at any time. Supplier and Purchaser, upon request, may have a representative present at any meter test conducted by Supplier. If Purchaser requests a meter test, Supplier shall conduct the test within a reasonable time after the request. If upon such examination and test requested by Purchaser, it is determined that the meter is operative and accurate, Purchaser agrees to pay Supplier the reasonable cost or expense of such test. If upon such examination and test requested by Purchaser, the meter is found to be inoperative or inaccurate, the meter will either be repaired or replaced by Supplier at Supplier's expense and Supplier shall also pay the cost of testing. Whenever Supplier shall find a meter to be inoperative or inaccurate, an adjustment of charges for the preceding billing period shall be made either in the form of a credit or in the form of an additional charge on the next bill. The adjustment of charges shall be for the preceding period only. A meter shall be deemed to be inaccurate whenever it tests more than three percent (3%) higher or lower than the actual test volume. A meter testing less than three percent (3%) higher or lower than the actual test volume shall be deemed to be accurate, and no billing adjustment shall be required. Supplier shall not have the obligation to repair or replace any meter which tests less than three percent (3%) higher or lower than the actual test volume. However, Supplier shall have the discretion to repair or replace any meter at any time, even one deemed accurate hereunder.

2.4 Should it be necessary for Purchaser to temporarily stop the flow of water into Purchaser's System to make repairs to Purchaser's system, authorized representatives of Purchaser may shut off the water supply by use of the valve(s) located outside the meter vault(s) on the Purchaser's System. In the event that such discontinuance of service is necessary, Purchaser shall notify Supplier a reasonable time period in advance of said stoppage and provide Supplier the following: (1) the location(s) to be shut off; (2) the period during which the water supply is to be discontinued; and (3) the purpose for said discontinuance. Should Purchaser damage Supplier's meter(s), meter vault(s) or other facilities, Purchaser shall pay Supplier the actual repair and/or replacement costs and expenses.

2.5 Initially the meter furnished by Newcastle shall be **Four-inch (4")** which may be subsequently increased or decreased by an Addendum to this Agreement. There shall be due a monthly charge of **Seven Hundred Fourteen dollars (\$714.00)** which shall be reviewed for a cost adjustment on an annual basis. This charge shall be increased or decreased in the same proportion as Oklahoma City increases and/or decreases its rate to Newcastle.

ARTICLE III
Covenant to Purchase Water and Terms of Purchase

3.1 Purchaser is an Oklahoma Municipal Trust whose water and water service charges shall be calculated in accordance with this agreement as the same may be amended from time to time, pursuant to the provisions of this agreement. The parties understand and agree that the rates charged by Supplier will likely be amended each year based not only upon the rates charged by Oklahoma City but inflation pressures as well. The components of the water service charges shall be as follows, to-wit:

A. The initial water rates to be charged Blanchard shall be:

- service availability reservation rate = Two and Eleven hundredth dollars (\$2.11) per thousand gallons reserved; and
- service availability commodity rate = Fifty-Six cents (\$0.56) per thousand gallons reserved.
- **these rates, totaling Two and Sixty-Seven hundredth dollars (\$2.67) per thousand gallons shall apply to the minimum required water reservation of One Hundred Eight-Seven Thousand Two Hundred (187,200) gallons per day [approximately One Hundred Thirty (130) gallons per minute] and shall be assessed whether the reserved gallons are actually taken or not;**

B. Additional charge for usage beyond reserved gallons:

- Seven and Forty-Eight hundredth dollars (\$7.48) per thousand gallons for usage up to Twenty percent (20%) above reserved gallons; and
- Nine and Fifteen hundredth dollars (\$9.15) per thousand gallons for usage greater than Twenty percent (20%) above reserved gallons.

C. Oklahoma City rates charged to Supplier:

Supplier and Purchaser understand, acknowledge, and agree that Supplier is purchasing the water provided to Purchaser under this agreement from Oklahoma City pursuant to an agreement with Oklahoma City dated February 2010. The rates Supplier charges Purchaser under this agreement will be amended and/or modified to coincide with and pass through any amendments and/or modifications in Supplier's agreement with Oklahoma City. The rates charged Purchaser will be modified in the same fashion, amounts and percentages that Oklahoma City modifies Supplier's agreement and will commence and end at the same time.

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3.2 **Wheeling Charge.**

Blanchard shall pay Newcastle a wheeling charge of **Two and Eighty-One Hundredth dollars (\$2.81)** per thousand gallons as determined by the meter at Connection #1. This charge shall be evaluated on an annual basis no later than January 1 of each year and shall be adjusted in accordance with the Consumer Price Index.

3.3 **Water Commodity Charges.**

For all water and water service bills issued after treated water is made available to Purchaser, Purchaser shall pay, regardless of water use or non-use, a water commodity charge comprised of a daily capacity reservation charge and a water usage charge for all water delivered to the point(s) of delivery as set forth in this agreement.

A. Daily Capacity Reservation Charge-Establishment and Adjustment.

- (1) Purchaser must establish or subscribe to a daily capacity reservation in gallons. Purchaser has designated an “initial” subscribed daily capacity reservation in accordance with this agreement of **One Hundred Eight-Seven Thousand Two Hundred (187,200) gallons per day [approximately One Hundred Thirty (130) gallons per minute]** effective for bills issued by Supplier through December 31, 2023. Thereafter, the daily capacity reservation gallons are subject to modification and adjustment as provided for in this agreement. The initial daily capacity reservation charge shall be deemed the agreed “initial” subscribed daily capacity reservation in gallons times the applicable daily capacity reservation rate set forth in the applicable subsection of Oklahoma City Municipal Code, 2002, Chapter 60, Section 60-55-16(g), and any amendments or additions thereto. Purchaser understands, acknowledges, and agrees that the daily capacity reservation provided for in this agreement shall be a component of the daily capacity reservation that Supplier has in its agreement with Oklahoma City and thus the references to, and citation of, the Oklahoma City Municipal Code.
- (2) Subsequent to the establishment of the “initial” subscribed daily capacity reservation, unless Purchaser and Seller subsequently agree in writing to some higher monthly capacity reservation, the subscribed daily capacity reservation shall be the daily capacity reservation until adjusted as provided in this agreement.
- (3) Subsequent to December 31, 2023, the designated time for the annual establishment, calculation, or re-calculation of the daily capacity reservation shall be January first of each year. The daily capacity reservation shall be calculated or re-calculated based upon ninety percent (90%) of the maximum historic monthly usage and based upon, the daily capacity reservation ultimately obtained by Supplier from Oklahoma City. The calculated or re-calculated daily capacity reservation shall be in effect for the February billing and thereafter until a new daily capacity reservation is subsequently calculated or re-calculated as

provided in this agreement, less and except any period when a written request for some higher daily capacity reservation shall have been granted as provided in subsection (4) below. The daily reservation established based upon 90% of the maximum historic usage shall be the subscribed daily capacity reservation for each billing period subsequent to its calculation (February billing and thereafter) until a new subscribed daily capacity reservation is established either automatically hereunder or by request and grant in accordance with subsection (4) below.

- (4) Purchaser may request, and Supplier may grant, a daily capacity reservation greater than ninety percent (90%) of the maximum historic daily usage as calculated above as follows:
 - (a) Purchaser may request a daily capacity reservation higher than ninety percent (90%) of the maximum historic daily usage by written request to Supplier on or before December 1, of any year, for water and water service billed on and after the next following February 1.
 - (b) Supplier may approve or deny such written request on or before January 1 of each year. Any such written request not approved in writing by Supplier on or before January 1 shall be deemed denied. Supplier is hereby authorized to review and may, in Supplier's discretion, grant or deny any such written request in whole or in part.
 - (c) Should Purchaser not desire a partial grant, Purchaser must so state in the written request, otherwise it shall be in the discretion of Supplier to grant in whole, deny in whole, or grant in part, or deny in part, any such request.
 - (d) Any approved request shall be effective for the billing issued during February and thereafter until and including the next succeeding January billing. Thereafter, if no new request has been made and granted, Purchaser's subscribed daily capacity reservation shall be calculated based upon the approved requested daily capacity reservation gallons.
 - (e) Notwithstanding the request by Purchaser and the grant by Supplier of a request for greater than ninety percent (90%) of the then current maximum historic daily usage, should the subscribed daily capacity reservation established by request and grant be less than ninety percent (90%) of the maximum historic daily usage then the subscribed daily capacity reservation shall automatically increase to meet the requirement that the customers in the Outside, Wholesale, Service Availability class must subscribe to at least ninety percent (90%) of the maximum historic daily usage to qualify for said rate and said new subscribed daily capacity reservation shall be effective for the next billing period and thereafter until the maximum historic daily usage

is subsequently recalculated or a new grant is requested and granted in accordance with the requirements for this class of customer.

B. Monthly Capacity Reservation Charge.

Purchaser shall pay water capacity reservation charges for the subscribed monthly capacity reservation in gallons times the applicable monthly capacity reservation rate set forth in the applicable subsection of Oklahoma City Municipal Code, 2002, Chapter 60, Section 60-55016(g) and any amendments or additions thereto. The Monthly Capacity Reservation Charge **shall be assessed and due whether the reserved gallons are actually taken or not.**

C. Water Usage Charges.

For all water available and/or delivered to the point(s) of delivery, Purchaser shall pay water usage charges as follows:

(1) For any water available to the point(s) of delivery up to the subscribed monthly capacity reservation gallons at the subscribed monthly capacity reservation rate; plus

(2) For any water delivered to the point(s) of delivery up to the subscribed monthly capacity reservation gallons at the usage charge for subscribed monthly capacity reservation rate; plus

(3) For any water delivered to the point(s) of delivery in excess of the subscribed monthly capacity reservation at the excess of subscribed monthly capacity reservation gallons rate.

(4) Water usage shall be measured or estimated in accordance with this agreement.

3.4 Purchaser acknowledges and agrees that Supplier may have its daily capacity reservation adjusted on a daily basis by Oklahoma City pursuant to provisions contained in its agreement with Oklahoma City and if that occurs, Purchaser's daily capacity reservation will be adjusted correspondingly **if Supplier's daily reservation adjusting was a result of Purchaser having a new maximum historic daily usage.**

3.5 The foregoing provisions of this section 3 notwithstanding, the parties understand, acknowledge and agree that Blanchard's requirements for water will increase over time and that, subject only to Oklahoma City's willingness to adequately increase the daily capacity reservation that Supplier has in its agreement with Oklahoma City, Blanchard is entitled to make daily capacity reservations at rates and quantities up to but not exceeding **Three Hundred Thousand (300,000) gallons per day [approximately Three Hundred (300) gallons per minute]** at Blanchard's current connection, and such substitute or additional connections as may, from time to time, be agreed upon. To that end, Purchaser may request a daily capacity reservation higher than ninety

percent (90%) of the maximum historic daily usage by written request to Supplier on or before December 1 of any year, for water and water service billed on and after the next following February 1, and Supplier shall make and advocate in good faith a corresponding request for increase of its daily capacity reservation with Oklahoma City. If Supplier makes and advocates the corresponding request for increase and such increase is denied in whole by Oklahoma City, then Supplier shall be under no obligation to approve Purchaser's request for increase to the daily capacity reservation. If Supplier makes and advocates the corresponding request for increase and such increase is allowed in part by Oklahoma City, then Supplier shall approve Purchaser's request for increase to the daily capacity reservation to the extent such increase was allowed by Oklahoma City. If Supplier makes and advocates the corresponding request for increase and also makes an additional request for increase for itself and such increase is allowed in part by Oklahoma City, then Supplier shall approve Purchaser's request for increase to the daily capacity reservation proportionately.

3.6 Supplier may review and modify the daily reservation amount notwithstanding any phrase, clause, or paragraph contained herein. Supplier reserves the right to modify Purchaser's daily reservation amount based upon Purchaser's past usage, even in the circumstance Purchaser does not request it.

3.7 Termination by Purchaser.

- A. Should Purchaser decide that the Service Availability classification does not best meet its needs, Purchaser upon written notice to Supplier before January 1 of any year may terminate this agreement which termination shall be effective the next succeeding February 1st subject to (B) below. Should Purchaser terminate this agreement, then Purchaser and Supplier may, upon mutual agreement, enter into a Demand Water Service Agreement or Take or Pay Water Service Agreement, or other similar agreement; provided however, the new agreement will not take effect until this agreement terminates as provided herein. Supplier will be under no obligation to enter into a new agreement upon termination of this agreement pursuant to this paragraph 3.7.A.
- B. This agreement is not terminable by Purchaser during the first three years after the effective date for any reason.
- C. Supplier makes no warranty or promise that Supplier will enter into a new agreement with Purchaser after termination of this agreement and Purchaser shall have no right to service or an agreement for service after such termination of this agreement. After such termination of this agreement, Supplier shall not reserve any water, water service, or capacity for Purchaser and no reservation of availability of any volume of water shall carryover to any subsequent contract between the parties.

- D. Should there be a lapse between the termination of this agreement and the mutual agreement of Supplier and Purchaser to a new agreement, during such lapse in time, Supplier may continue to provide, and Purchaser may continue to pay for water and water services at such rate as Supplier may designate on a month to month basis until Supplier notifies Purchaser that water and water services are being terminated.
- E. Notwithstanding the above subsections, water and water service may be terminated for failure to timely pay water and water service charges.

3.8 It is further agreed that the rates, charges, fees and other conditions and requirements for water and water service Supplier receives from Oklahoma City may be changed by amendment and/or addition to Supplier's agreement with Oklahoma City from time to time, and therefore Purchaser's rates, charges, fees and other conditions and requirements shall change accordingly, provided that the rates, fees and charges levied on the Purchaser shall be based on the same percentage increase or decrease applicable in Supplier's agreement with Oklahoma City in so far as rates and reservations are concerned. Any change otherwise to Supplier's contract with Oklahoma City shall be included verbatim as a part and parcel of this contract. Supplier shall provide Purchaser notice of any changes at least thirty (30) days before the change shall be effective as to Purchaser. Provided however, should Purchaser have actual knowledge or other informal notice of amendments and/or additions or the proposal of such amendments and/or additions, said amendments and/or additions shall apply despite Supplier's failure to provide formal written notice under this agreement.

3.9 Water used by Purchaser, or Purchaser's agents, from Supplier's System for flushing mains associated with the establishment of new connections or other purposes of the Purchaser or Purchaser's agents shall be billed to Purchaser at rates, fees, and charges agreed to by the parties before such action is taken by Purchaser or its agents. Absent emergency, Purchaser shall notify Supplier seven (7) days in advance of any such action and shall pay Supplier on the next billing.

3.10 Purchaser agrees to promptly and timely pay to Supplier all charges computed at the then existing rates, fees and charges established by this agreement and/or the ordinances, regulations, rules, and policies of the Supplier at the time the bill is rendered, according to this agreement and the standard billing procedures of Supplier. Should Purchaser fail to make full and timely payment on any water or water service charges issued pursuant to this agreement, Purchaser shall, in addition to the payment of said unpaid balance, pay interest on the unpaid balance at a rate of one and one-half percent (1.5%) per month for as long as the unpaid balance remains outstanding, compounded monthly and calculated from the date each payment is due until the date of receipt of such payments by Supplier. All payments shall be credited in the manner determined by the policies of Supplier. Supplier also reserves the right to suspend delivery of water to Purchaser for nonpayment or untimely payment of water bills in accordance with the standard utility billing procedures of Supplier. Such suspension shall be in effect until all charges, fees and interest, if any, are paid. The rights granted by this paragraph shall not

impair or preclude either party the ability to terminate future service or to utilize any other provision of this agreement or any other remedy available in equity or at law.

3.11 Water use or water usage, as referred to in this agreement, does not imply Purchaser put the water delivered to beneficial use but only that the water was delivered to the point(s) of delivery and measured or estimated as provided in this agreement.

3.12 The monthly obligation of Purchaser to pay for the monthly base rate charges and the water commodity charges shall be unconditional throughout the duration of the agreement and shall not be superseded, conditioned, or qualified by any other provision or the interpretation of any other provision to this agreement, less and except as specifically provided in Article V, Section 5.2 for insufficient water delivery resulting from emergencies on Supplier's water system.

ARTICLE IV Conditions of Water Service to the Purchaser

4.1 Purchaser hereby requests water service subject to the conditions and provisions of this agreement. Provided however that Purchaser understands that its monthly capacity reservation is, during the term of the agreement, a reservation of available water source and treatment capacity and not a guarantee of uninterrupted delivery as delivery may be affected by demand and unforeseeable breaks and disruptions to both the Oklahoma City water treatment and delivery systems and Supplier's water treatment and delivery systems and is not a warranty against unforeseeable losses or reduction in water sources. In any circumstance resulting in the unforeseen diminishment of delivery of Oklahoma City water to the point of connection in Newcastle, then Blanchard and Newcastle shall share the diminished supply, and each shall be entitled to take the diminished supply in proportion to their respective monthly capacity reservations.

4.2 Should the City of Newcastle, either by resolution of its Council or by its City Manager, pursuant to an emergency, determine that a water use rationing or suspension program must be observed by all or a particular group or class of water users being served from the Supplier's System due to water shortage, delivery, pressure problem(s) or for whatever reason, Purchaser shall immediately adopt and enforce a water use rationing or suspension program for Purchaser and Purchaser's customers at least as stringent as the program Supplier adopts and enforces for its customers. Purchaser shall not hold Supplier responsible for any loss, cost or expense resulting from the reduction or suspension of water supply or service due to such emergency or for failure to meet the monthly capacity reservation gallons due to such emergency. Provided however, should Purchaser, in any calendar month, be prevented from utilizing its subscribed monthly capacity reservation as a direct result of the failure of Supplier to deliver or make available "sufficient water" to Purchaser's water connection(s), then Purchaser, for the emergency period, shall be billed for: (a) a monthly capacity reservation charge equal to the volume of water usage (rather than the subscribed monthly capacity reservation) as measured or estimated in accordance with this agreement times the monthly capacity reservation rate; (b) plus

a water usage charge for the amount of water usage as measured or estimated in accordance with this agreement at the subscribed monthly capacity reservation gallons commodity rate. For purposes of this Section 4.2, "sufficient water" shall mean Supplier has provided or Supplier's System has been capable of providing the prorated daily portion of the monthly capacity reservation gallons for each day throughout the emergency period.

4.3 This agreement is subject to such rules, regulations and laws as may be constitutional and applicable to similar municipally owned utilities and utility agreements in the State of Oklahoma. Supplier and Purchaser will collaborate in obtaining any permits, certificates or the like as may be required to comply therewith.

4.4 It is expressly understood and agreed by the parties that, except for the right to utilize capacity of the systems hereinabove described during the term of this agreement and any extensions or renewals hereof, none of the provisions of this agreement shall be construed to grant Purchaser any property rights of any nature or kind in the Supplier's water sources or supplies, treatment and distribution facilities, water or water rights or any other property of the Supplier. Purchaser expressly covenants and agrees to make no claim of any nature or kind under this agreement, except for the right to utilize capacity of the systems hereinabove described during the term of this agreement and any extensions or renewal hereof, upon such facilities, water or water rights or other property of Supplier. Supplier shall have no property rights of any nature or kind whatsoever in Purchaser's water supply, treatment, and distribution systems with the exception of the meter vault(s), meter(s) and facilities whose ownership is transferred to the Supplier as provided for in Article II, Water Metering and Flow.

4.5 This agreement is not assignable by Purchaser except (a) upon the prior written consent of Supplier.

4.6 Purchaser agrees not to make any claim, request or demand to Supplier for a reduction in rates, fees and charges for payment in lieu of tax and Supplier is not obligated to remit to Purchaser any payment in lieu of tax proceeds from revenues it derives from this agreement. In no case shall the Supplier be subject to any fees or taxes levied by Purchaser associated with fulfilling the Supplier's obligations in this Agreement.

4.7 Purchaser agrees that Purchaser's need for water supply is for resale to customers within the Purchaser's service area and individual customers of Purchaser have no claim to water supply or water service as a result of this agreement, nor does this agreement grant any individual customer of Supplier any claim to, or interest in, the water distribution system and facilities of Purchaser.

4.8 Purchaser also acknowledges that Supplier anticipates that Oklahoma City will purchase additional water sources and supplies in the construction of other raw water supply pipelines and associated pumping improvements transporting water from Southeastern Oklahoma for the benefit of all users connected to the Oklahoma City water system, which Supplier anticipates will increase the cost of water provided through this agreement.

ARTICLE V

Emergency Suspension and/or Termination of Water Services

5.1 Supplier hereby agrees to make reasonable efforts to provide an adequate supply of water service at all times pursuant to the terms of this agreement; however, it is understood, realized and agreed by the parties hereto that Supplier's water supply, treatment and delivery systems might, by reason of unforeseen catastrophe or disaster, commonly called acts of nature or acts of God, be temporarily suspended.

5.2 In addition, the delay in delivery or for failure to deliver in whole or in part, caused by an occurrence of any unforeseen event or any cause or contingency reasonably beyond Supplier's control, including, but not limited to, acts of third parties; fires; civil disobedience; strikes; riots; rebellions; accidents; explosions; earthquakes; tornadoes; floods; storms; freezing; or other acts of nature; unexpected equipment, pipeline, main, pump or other facility failure; mechanical failure and any other occurrences reasonably beyond Supplier's immediate control shall be excused by Purchaser and Purchaser shall not hold Supplier liable for interruptions in the quality or quantity of service under such conditions. Such events of nonperformance shall not give rise to any claim on the part of Purchaser or Purchaser's customers against Supplier. Supplier shall use its best efforts to cure water system failures such as main breaks and pump failures within a reasonable time.

5.3 Supplier will, at all times, operate and maintain Supplier's System in a reasonably efficient manner and will take such reasonable actions as may be necessary to furnish Purchaser with the quality and quantities of water as provided in this agreement. In the event of an extended shortage of water supplied by Oklahoma City or the supply of water available to Supplier is otherwise diminished over an extended period of time, the supply of water available to Purchaser's customers shall be reduced or diminished in the same ration or proportion as the supply available to Supplier's customers, provided that in such circumstances, if Purchaser is thereby prevented from utilizing its subscribed monthly capacity reservation, then Purchaser shall be billed as provided in paragraph 4.2.

ARTICLE VI

Operation and Maintenance

6.1 Purchaser shall be fully responsible for operation and maintenance of the existing water facilities owned by Purchaser and Purchaser agrees to defend, indemnify, and hold Supplier harmless from any claim or legal action against Supplier or Purchaser arising from the operation and/or maintenance by the Purchaser of Purchaser's System or any part thereof.

6.2 Supplier shall be fully responsible for operation and maintenance of the existing water facilities owned by Supplier and Supplier agrees to defend, indemnify and hold Purchaser

harmless from any claim or legal action against Supplier or Purchaser arising from the operation and/or maintenance by the Supplier of Supplier's System or any part thereof.

6.3 It is understood and agreed by the parties that Supplier makes no warranty of any nature or kind that the quality or quantity of the treated water stored or transported hereunder is beyond the quality or quantity delivered to other customers of Supplier.

6.4 Purchaser accepts such treated water as it is at the time it is extracted or received from Supplier's System. Any determination by Purchaser that said water is not satisfactory to meet Purchaser's needs shall not give rise to any claim, action or cause of action against Supplier but merely gives Purchaser the right to terminate this agreement upon formal written notice to Supplier as provided in this agreement. Provided however, it is not the intent of this paragraph to permit Purchaser to circumvent the rates established herein, therefore termination shall not entitle Purchaser to convert this agreement to another agreement, continue to receive water and water services from Supplier, or to directly or indirectly purchase water and water services under another agreement. Supplier shall further have a reasonable time in which to cure any defects contemplated by this paragraph.

6.5 It is further understood and agreed by the parties hereto that Supplier shall not be held liable for any damage to Purchaser's System and/or other facilities that may be caused by power failures, pipeline breaks, filling or draining of any pipeline, pumping, changing pressures, quantity or quality of water, loss of power, cessation of pumping, or any other operation or failure of the Supplier's System, except when such operation or failure is due to gross negligence by the Supplier and then is subject to the provisions and limitations of the Oklahoma Governmental Tort Claims Act, and any amendments thereto.

6.6 In the event of service interruption, Supplier and Purchaser shall coordinate resources in an effort to restore service in a timely manner.

ARTICLE VII Agreement Term and Renewal

7.1 The term of this agreement shall be for three (3) years, commencing upon execution of this agreement by the last party hereto.

7.2 Purchaser shall notify Supplier before the end of the thirtieth (30th) month of this agreement if it wishes to negotiate an extension of water services.

7.3 Should Supplier and Purchaser fail to agree on an extension of this agreement before the end of the thirty-sixth (36th) month of this agreement, this agreement shall expire at the end of the third (3rd) year.

7.4 This agreement may be amended or terminated at any time upon the mutual agreement of the parties or their authorized representatives.

7.5 The foregoing provisions of this Article VII notwithstanding, if within 24 months after the expiration of the original or any extended or renewal term of the agreement Supplier enters into an extension or renewal of Supplier's water service agreement with Oklahoma City or enters into a new water service agreement with Oklahoma City, then Purchaser shall have the right to negotiate a contract with Supplier under the same or similar terms and provisions as Supplier has with Oklahoma City at that time. Purchaser's rates, charges, fees and other conditions and requirements shall change accordingly, and further provided that the rates, fees and charges levied on the Purchaser that is passed on to Purchaser shall be based on the same percentage increase or decrease applicable in Supplier's agreement with Oklahoma City in so far as rates and reservations are concerned. Supplier and Purchaser understand, acknowledge, and agree that any rates, charges, fees or costs being charged by Supplier to Purchaser under this contract or, that may exist at that time, will have to be negotiated under their then existing circumstances.

ARTICLE VIII

Notices

8.1 All notices require to be given hereunder, shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail); to the following addresses:

- (a) **Notices to Supplier:**
The City of Newcastle
c/o City Clerk
P.O. Box 179
Newcastle, OK 73065
Phone: 405-387-4427
Email: cdowers@cityofnewcastleok.com

With a copy to:
Jeff Bryant
Attorney at Law
P.O. Box 722033
Norman, OK 73070
Phone: 405-830-8672
Email: jbryant20@cox.net
Or such other counsel as may then be serving as the Supplier's legal counsel.

- (b) **Notices to Purchaser:**
The City of Blanchard and the Blanchard Municipal Improvement Authority
122 North Main Street

P.O. Box 480
Blanchard, OK 73010
Phone: 405-485-9322
Email: cityclerk@cityofblanchard.us

With a copy to:
David Perryman
Perryman & Perryman
118 North Fourth Street
Chichasha, OK 73018
Phone: 405-224-4000
Email: info@perrymanlegal.com
Purchaser's Legal Counsel

The parties may hereafter designate, in writing and as provided herein, other, or different persons or addresses for receipt of notices.

ARTICLE IX

General Provisions

9.1 The captions, titles and headings contained herein are for convenience of reference only and shall not control the interpretation of any provision hereof. When any word in this agreement is used in the singular number, it shall include the plural and when used in the plural it shall include the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

9.2 The parties herein have caused this agreement to be executed in multiple counterparts, each of which shall constitute an original. Each party acknowledges to the other that all actions have been taken to make this a legally binding instrument.

9.3 The parties hereto agree that it is not their intent to create any rights or benefits to any third parties and that no third-party beneficiaries shall be created or shall be deemed to be created by this agreement.

9.4 The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this agreement or any dispute over the interpretation of this agreement shall be resolved in a court of competent jurisdiction in McClain County, Oklahoma.

9.5 Upon execution of the last party hereto, this agreement shall be effective for all water and water service provided under any bill issued after execution by the last party hereto.

Blanchard / Newcastle Service Availability Water
Service Agreement

9.6 This is the complete agreement between the parties and no statements, representations, or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not confirm with this document. No agent or any party to this agreement has authority to alter, modify or change this agreement except as expressly provided herein. This agreement shall be read as a whole and shall not be interpreted either for or against any party. This agreement may only be amended in writing as approved and executed by all parties hereto.

9.7 For purposes of this agreement, time shall be deemed to be of the essence.

9.8 A breach of any provision of this agreement shall be deemed to be a breach of the entire agreement provided, however, the breaching party or parties shall be given thirty (30) days' notice as provided herein during which to cure any breach prior to the termination of this agreement, therefore. Provided however that the failure of any party hereto to provide notice of a breach of this agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

9.9 A determination that any provision or application of any provision of this agreement to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed and shall not affect the validity of the remaining provisions of the agreement or its binding effect on any other party or parties.

[remainder of page intentionally left blank]

APPROVED and SIGNED by the Newcastle Public Works Authority, this ____day of _____, 2023.

NEWCASTLE PUBLIC WORKS AUTHORITY

By: _____
Chairman

ATTEST:
(Seal)

Secretary

APPROVED and Signed by the City of Newcastle, Oklahoma, this __ day of _____, 2023.

THE CITY OF NEWCASTLE, OKLAHOMA

By: _____
Mayor

ATTEST:
(Seal)

City Clerk

REVIEWED by legal counsel for the City of Newcastle and the Newcastle Public Works Authority for form and legality this ____day of _____, 2023.

By: _____
Legal Counsel

APPROVED and SIGNED by the Blanchard Municipal Improvement Authority, this _____ day of _____, 2023.

BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

By: _____
Chairman

ATTEST:
(Seal)

Secretary

APPROVED and Signed by the City of Blanchard, Oklahoma, this ___ day of _____, 2023.

THE CITY OF BLANCHARD, OKLAHOMA

By: _____
Mayor

ATTEST:
(Seal)

City Clerk

REVIEWED by legal counsel for the City of Blanchard and the Blanchard Municipal Improvement Authority for form and legality this _____ day of _____, 2023.

By: _____
Legal Counsel

B ~ 2



Council Agenda

Business Item No. B-2

DATE: 25 July 2023
TO: *Board of Trustees*
FROM: *Robert L. Floyd, City Manager*
ITEM: REGIONAL WATER TRUST.

BACKGROUND:

I have personally spoken to the Cities and Towns of Tuttle, Goldsby, Cole, Dibble and Washington about forming a regional water trust to contract with the City of OKC.

However, I've not spoken with the Chickasaw Nation, but I've been told that they are aware of this and wants to participate. In addition, Chickasha and Newcastle, Bridge Creek and Alex might be interested.

FISCAL IMPACT:

TBD.

LEGAL REVIEW:

X N/A Required

Completed Date: _____

ACTION REQUESTED:

Discussion, consideration and possible action, including, but not limited to, the approval, denial, amendment, revision or conditional approval, in whole or in part of authorizing the City Attorney and City Manager to proceed and report back each month the progress.

EXHIBITS:

None.

B ~ 3



Trustee Agenda

Business Item No. B-3

DATE: 25 July 2023

TO: *Board of Trustees*
Blanchard Municipal Improvement Authority

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

ITEM: ADDITIONAL WATER MATERIAL COSTS

BACKGROUND:

The Public Works Director has provided a list of additional material needed to lay the 12-inch water line to the High School.

The boring company quoted us the wrong size of conduit which needs to be upsized and additional taps and meter boxes, driveway gravel, etc. in order to get the easements from property owners.

There are six (6) property owners we need easements from and are currently working on it.

These additional costs brings the total to \$229,458. The original cost estimate was \$530,879.80. This leaves us with a balance of \$301,421.80. The engineering cost is paid for by McClain County ARPA funds of \$120,000.00.

FISCAL IMPACT:

\$69,458.00 additional costs.

BUDGETARY IMPACT

- Budgeted with available funds (appropriated in the FYE2024 Budget)
- Non-Budgeted with available funds [ARPA Funds]
- Non-Budgeted with additional funds requested
- None

LEGAL REVIEW:

N/A Required Completed Date: _____

ACTION REQUESTED:

Discussion and a vote on a motion to increase the spending level from \$160,000 to \$229,458 for the High School Water Line.

EXHIBITS:

Additional Cost Estimate.

HIGH SCHOOL 12" WATER LINE EXT

1- 1-1/2 CRUSHER RUN FOR REPAIRS ON DRIVE WAYS	\$4000.00
2- RIVER SAND FOR BEDDING LINE	\$2000.00
3- RENTAL OF WHEEL PACKER FOR DITCH LINE	\$2600.00
4- 12" HOT TAP	\$2200.00
5- 20" BORE \$140.00 PER FT 170'	\$23,800.00
6-20" CASING PIPE \$87.40 PER FT 170'	\$14,858.00
7- WATER TAPS PARTS	\$4500.00
8- TIN HORNS	\$3500.00
9- SOD	\$12,000.00
TOTAL	\$69,458.00

B ~ 4

B ~ 5

CONSENT AGENDA

C ~ 1



MINUTES

BLANCHARD MUNICIPAL IMPROVEMENT AUTHORITY

BOARD OF TRUSTEES

REGULAR MEETING

TUESDAY, 27 JUNE 2023

6:00 P.M.

This Agenda was posted in prominent public view on the City's website at www.cityofblanchard.us and on the City Hall Bulletin Board on or before 5:00 p.m., Monday, June 26th, 2023, in accordance with the Oklahoma Open Meeting Act.

Robert L. Floyd

Trust Manager

A. MEETING CONVENED

1. CALL TO ORDER *by Mayor Michael Scalf @ 6:12 p.m.*
2. INVOCATION *given by Travis Marks, Pastor of the First Baptist Church of Blanchard.*
3. PLEDGE OF ALLEGIANCE *led by Councilwoman Short.*
4. ROLL CALL: *Trustee Ben Whitt ~ Present*
Trustee Christina Short ~ Present
Trust Albert Ryans ~ Present
Vice Chairman Chuck Kemper ~ Present
Chairman Michael Scalf ~ Present
5. DETERMINATION OF QUORUM: *5 ~ Present 0 ~ Absent*

STAFF: *Robert L. Floyd, Trust Manager*
Diana Daniels, Secretary
David L. Perryman, Trust Attorney
Nate Ellis, Bond Counsel
Hayden Wilkes, Planner
Colten St. John, Fire Marshal
David Standridge, Public Works Director

MEDIA: *Tony Strickland, The Blanchard News*

B. BUSINESS AGENDA

The following item(s) are hereby designated for discussion, consideration and take INDIVIDUAL action, including, but not limited to, approval, denial, amendment, revision or conditional approval, in whole or in part of:

1. CHANGE ORDER NO. 2.
Discussion, consideration and take appropriate action re: the approval of Change Order No. 2 in the total amount of \$9,800.00 with Quick Silver Construction, as recommended by the City Engineer.

MOTION BY Trustee Ryans and SECOND BY Trustee Short ... to approve revised Consent Order.

MOTION CARRIED:

5 ~ AYES: *Ryans, Short, Whitt, Kemper, Scalf*
0 ~ NAYS: *None*
0 ~ ABSENT: *None*

2. WATER MATERIAL PURCHASE.

Discussion, consideration and take appropriate action re: the approval of purchasing 12-inch water line material in the amount of \$152,740.60 from American Waterworks Supply, Inc. for the construction of the High School Water line along County Line Road.

MOTION BY Vice Chairman Kemper and SECOND BY Trustee Ryans ... to appropriate 160,000.00 for purchasing supplies for High School waterline.

MOTION CARRIED:

5 ~ AYES: Ryans, Short, Whitt, Kemper, Scalf
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 regular meeting minutes of 23 May 2023 [Attachment C-1].
2. APPROVAL of Joint special minutes of 13 June 2023 [Attachment C-2].
3. ACKNOWLEDGE payment of FYE2023 Claims and Expenditures in the total amount of \$495,268.19 [Attachment C-3].
4. ACKNOWLEDGE payment of FYE2023 Payrolls in the amount of \$40,063.09 [Attachment C-4].
5. ACCEPTANCE of May 2023 Financial Report [Attachment C-5].
6. APPROVAL of Open Purchase Orders over \$10,000 [Attachment C-6].

MOTION BY Vice Chairman Kemper and SECOND BY Trustee Short ... to approve Consent Agenda, as presented.

MOTION CARRIED:

5 ~ AYES: Short, Whitt, Ryans, Kemper, Scalf
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.

1. *The City Engineer updated status: Pollock finished the bore. The Tuttle engineer and Kenny Sullivan met with OKC about new connections to water lines to better serve communities in our area.*

Recess @ 6:30 p.m. to open City Council Meeting.

Reconvened @ 9:23 p.m.

Recess to go into Executive Session with City Council @ 9:24 p.m.

Reconvened @ 10:02 p.m.

G. EXECUTIVE SESSION

1. DISCUSS and APPROVE ODEQ proposed Consent Order regarding the Blanchard Municipal Improvement Authority Sewer Lagoon and Sanitary Sewer System Operations. Proposed Execution Session pursuant to 25 O.S. Section 307(B)(4) for confidential communications between the BMIA Trustees and its attorney concerning a pending investigation, claim or action if the BMIA Trustees with the advice of its Attorney determines that disclosure will seriously impair the ability of the BMIA to process the claim or conduct a pending investigation, litigation or proceeding in the public interest. No action will be taken in Executive Session.
2. Any Action Taken will be in Open Session with a Recorded Vote at the end of the Executive Session, if any.

The only things discussed are what was on the agenda. No action was taken.

H. ADJOURNMENT

Called @ 10:04 p.m.

Chairman

ATTEST: (Seal)

Secretary

C ~ 2

NARRATIVE

AGENDA: 7 /25/2023
ITEM: Consent C (2)

BMIA

CLAIMS LIST

ENTERPRISE FUNDS

FUND	AMOUNT
General Operations	\$319,983.64
Debt Service	\$ -0-
Fox Run	\$ -0-
Industrial Park	\$ -0-
Meter Deposit	\$ -0-
Quail Haven	\$ -0-
TOTAL	\$319,983.64

RECOMMENDATION:

Acknowledge approval of the FYE2024 Claims as presented.

CLAIMS REPORT
 Check Range: 6/22/2023- 7/19/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
BMIA					
ACE HARDWARE	MISC SUPPLIES (OPEN PO)	784.92	4423		7/07/23
AMERICAN FIDELITY ASSURANCE	FLEX SPENDING	91.66	318518		6/30/23
AMERICAN FIDELITY ASSURANCE	AFA ACCIDENT	275.08	318520		6/30/23
AMERICAN ELECTRIC POWER	ELECTRICAL SERVICES (OPEN PO)	3,700.66	4406		6/27/23
AMERICAN WATERWORKS SUPPLY INC	MISC SUPPLIES	987.00	4407		6/27/23
AMERICAN WATERWORKS SUPPLY INC	MISC SUPPLIES (OPEN PO)	1,072.41	4424		7/07/23
CITY OF BLANCHARD INS FUND	LIFE/DISABILITY	36.99	318521		6/30/23
CRAWFORD & ASSOCIATES	ACCOUNTING SERVICES	4,532.50	4408		6/27/23
CRAWFORD & ASSOCIATES	ACCOUNTING SERVICES	4,336.87	8,869.37	4435	7/18/23
DEPT OF ENVIRONMENTAL QUALITY	RENEWAL LICENSES	598.00	4409		6/27/23
DEPT OF ENVIRONMENTAL QUALITY	QUARTERLY WATER ANALYSIS	330.00	928.00	4425	7/07/23
EDWARDS ENTERPRISES	PORT-A-POTTY RENTAL TRANSFER	125.00	4410		6/27/23
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1000002392 (\$7404.12)	7,404.12	4417		7/05/23
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1001057352 (\$435.38)	435.38	4418		7/05/23
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1001060997 (\$468.44)	468.44	4419		7/05/23
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1000002632 (\$2,259.25)	2,259.25	4420		7/05/23
FIRST NATIONAL BANK & TRUST CO	LOAN PMT 1000002780 (4404.15)	404.15	10,971.34	4421	7/05/23
FRANKLIN'S HEAT & AIR	HEATER AT MECHANIC SHOP	5,900.00	4411		6/27/23
FUELMAN	FUEL PURCHASES (OPEN PO)	1,204.14	21036289		7/10/23
GROOMS & POLLARD UTILITY SERVI	ARPA FUNDS- 12" WATERLINE	109,720.25	4426		7/07/23
ICM	LIQUISMOKE	264.00	4412		6/27/23
INTERNAL REVENUE SERVICE	FED/FICA TAX	4,344.81	10098379		6/30/23
INTERNAL REVENUE SERVICE	FED/FICA TAX	4,164.28	10098406		7/14/23
INTERNAL REVENUE SERVICE	FED/FICA TAX	109.83	8,618.92	10098409	7/17/23
J&R EQUIPMENT, LLC	DIAGNOSE VAC TRUCK	2,521.16	4413		6/27/23
JAN-PRO	RANCH HOUSE CLEANING	675.00	4414		6/27/23
JOHN HARDEMAN CHPTR 13	GARNISHMENT	91.38	318523		6/30/23
JOHN HARDEMAN CHPTR 13	GARNISHMENT	91.38	182.76	318585	7/14/23
KRAPFF REYNOLDS	PIPE BURST/ MANHOLE	43,782.00	4427		7/07/23
LIBERTY NATIONAL BANK	1/2 LOAN PMT BOBCAT SKID STEER	342.77	4422		7/05/23
LINE-X OF CHICKASHA	WINDOW TINT	309.00	4428		7/07/23
NATIONWIDE RETIREMENT	RETIREMENT 401a	1,022.11	318515		6/30/23
NATIONWIDE RETIREMENT	RETIREMENT 401a	991.01	318579		7/14/23
NATIONWIDE RETIREMENT	RETIREMENT 401a	34.99	2,048.11	318589	7/17/23
NEXT LOAN	Garnishment	90.26	318525		6/30/23
NEXT LOAN	Garnishment	90.26	180.52	318587	7/14/23
OCSR 4000000	CHILD SUPPORT	262.62	318524		6/30/23
OCSR 4000000	CHILD SUPPORT	262.62	525.24	318586	7/14/23
OKLAHOMA TAX COMMISSION	STATE TAX	661.04	10098378		6/30/23
OKLAHOMA TAX COMMISSION	STATE TAX	632.54	10098405		7/14/23
OKLAHOMA TAX COMMISSION	STATE TAX	10.00	1,303.58	10098408	7/17/23
OMES-CENTRAL PRINTING	PRINTING/MAILING STATEMENTS	405.84	4429		7/07/23
OMES-CENTRAL PRINTING	POSTAGE FOR STATEMENTS	1,969.00	2,374.84	4430	7/07/23
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	77.04	318513		6/30/23
NATIONWIDE RETIREMENT SOLUTION	457 DEF COMP	77.05	154.09	318578	7/14/23
PIONEER SECURITY SYSTEMS	SECURITY SERVICES (OPEN PO)	24.95	21036290		7/10/23
QUICK WRENCH	TIRE REPAIR (OPEN PO)	20.00	4431		7/07/23
QUICKSILVER UTILITY CONS.	ARPA FUNDS- SEWER LIFT STATION	33,630.00	4432		7/07/23
ROCKING R RESOURCES LLC	WATER/SEWER CAR WASH (237170)	64.80	4415		6/27/23
RUSH PUMP LLC	SEWER PUMP REPAIR	1,000.00	4416		6/27/23
SAGE PUMP SERVICES LLC	VAC ASSIST	1,879.00	4433		7/07/23
SAM'S CLUB DIRECT	MISC SUPPLIES	999.90	21036286		6/27/23
SAM'S CLUB DIRECT	MISC SUPPLIES	356.14	21036287		6/27/23

CLAIMS REPORT
Check Range: 6/22/2023- 7/19/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
SAM'S CLUB DIRECT	MISC SUPPLIES (OPEN PO)	81.06	1,437.10	21036288	6/27/23
TEXAS LIFE	TEXAS LIFE		52.36	318583	7/14/23
VERIZON WIRELESS	CELL PHONE SERVICES (OPEN PO)		214.35	21036292	7/10/23
VERIZON WIRELESS	SCADA/ TELEMETRY SIM CARD		39.02	21036291	7/10/23
WASTE CONNECTIONS OF CHICKASHA	TRASH SERVICES (OPEN PO)		73,673.25	4434	7/07/23
	205 BMIA TOTAL		----- 319,983.64		

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BMIA Salary and Fringe Benefits

Monthly Payroll - JUNE/JULY 2023

of Payrolls:2

	Payroll 1 6/30/2023	Payroll 2 7/14/2023	Total (month)
BMIA Admin (20)	\$ 7,659.37	\$ 7,143.39	\$ 14,802.76
Water(21)	\$ 7,199.83	\$ 7,258.74	\$ 14,458.57
Sewer(22)	\$ 2,453.57	\$ 2,309.94	\$ 4,763.51
Sanitation(23)	\$ 809.36	\$ 859.24	\$ 1,668.60
Total BMIA Salary	18,122.13	17,571.31	35,693.44
BMIA Admin (20)	\$ 820.32	\$ 752.16	\$ 1,572.48
Water(21)	\$ 1,011.84	\$ 1,016.92	\$ 2,028.76
Sewer(22)	\$ 323.69	\$ 305.51	\$ 629.20
Sanitation(23)	\$ 61.92	\$ 65.73	\$ 127.65
Total BMIA Fringe Benefits	2,217.77	2,140.32	4,358.09
TOTAL SALARY AND FB	20,339.90	19,711.63	40,051.53

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CITY OF BLANCHARD
BMIA MONTHLY TREASURY REPORT
For the Month June 1, 2023 to June 30, 2023

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		Number of Checks Issued
16	BMIA 205-01-1153 /1110	\$ 994,146.26	251,159.67	381,095.44	569.48	-	864,779.97	(19,861.16)	9,741.57	854,660.38	\$ 854,660.38	38
	ARPA Grant Cash 205-01-1105	\$ 952,467.12		-	-	-	952,467.12			952,467.12	\$ 952,467.12	
	CDBG BMIA Cash 205-01-1099	\$ (130,028.99)	-	-			(130,028.99)			(130,028.99)	\$ (130,028.99)	
13	DEBT SERVICE FUND (75% OF 1 CENT SALES TAX) 205-01-1116	\$ 47,919.63	169,235.07	85,849.44	43.43		131,348.69			131,348.69	\$ 131,348.69	6
12	WATER METER DEPOSIT 405-01-1113	\$ 175,040.69	6,515.61	2,758.44	58.42	-	178,856.28	(3,966.64)		174,889.64	\$ 174,889.64	19
3	BMIA GENERAL FUND (RESERVE) 205-01-1112	\$ 452,465.26	-	-	371.89	-	452,837.15			452,837.15	\$ 452,837.15	
18	FOX RUN ST IMPROVEMENT FUND 105-01-1119/205-01-1119	\$ 4,557.21	1,053.62	-	-	-	5,610.83		-	5,610.83	\$ 5,610.83	
27	BMIA Accrued Leave Acct 205-01-1115	\$ 15,397.40		-	5.06	-	15,402.46			15,402.46	\$ 15,402.46	
	BMIA Subtotal:	\$ 2,511,964.58	\$ 421,448.36	\$ 466,944.88	\$ 984.80	\$ -	\$ 2,471,273.51			\$ 2,457,187.28	\$ 2,457,187.28	

CONSENT ITEM REMOVAL

PUBLIC COMMENTS

**TRUSTEE-STAFF
COMMENTS**

ADJOURNMENT
