

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
July 20, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider approval of Consent Agenda:
 - a. Minutes from the July 6, 2020 regular meeting.
 - b. Authorize Water Tank Maintenance Contracts with Utility Service Company, Inc. for the following water tower locations:

i. Airport Tank	\$25,788.04
ii. Edwards Street Tank	\$20,369.00
iii. Park Street Tank	\$20,369.00
iv. Water Plant Tank	\$10,413.64
v. Wolverine Tank	\$20,234.16
2. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
3. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

Shawnee Municipal Authority

1. a.

Meeting Date: 07/20/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the July 6, 2020 regular meeting.

Fiscal Impact

Attachments

Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION, MONDAY, JULY 6, 2020, DURING THE BOARD OF CITY COMMISSIONER MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 11:55 A.M. ON JULY 2, 2020. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bolt, Gillham, Harrod, Finley, Rutherford, Sehorn, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1:

Consider approval of minutes form the June 15, 2020 regular meeting.

A motion was made by Trustee Harrod, seconded by Trustee Sehorn, to approve the minutes form the June 15, 2020 regular meeting. Motion carried 7-0.

AYE: Harrod, Sehorn, Salter, Bolt, Gillham, Finley, Rutherford

NAY: None

RECESS SHAWNEE AIRPORT AUTHORITY BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE MUNICIPAL AUTHORITY (6:11 P.M.)

RECONVENE SHAWNEE AIRPORT AUTHORITY BY THE POWER OF THE CHAIR (7:12 P.M.)

AGENDA ITEM NO. 2:

Consideration of a year-end budget amendment for Fiscal Year 2019-2020, for Shawnee Municipal Authority Fund 501 – Adjusting for year-end differences, covering the contract with Wall Engineering, increasing funds available for chemical purchases, and moving funding for the Advanced Metering Infrastructure (AMI) project to the upcoming year.

Finance Director Ashley Neel explained these budget amendments were a result of the end-of-year budget monitoring process.

A motion was made by Trustee Weaver, seconded by Trustee Sehorn, to approve year-end budget amendment for Fiscal Year 2019-2020, for Shawnee Municipal Authority Fund 501 – Adjusting for year-end differences, covering the contract with Wall Engineering, increasing funds available for chemical purchases, and moving funding for the Advanced Metering Infrastructure (AMI) project to the upcoming year. Motion carried 6-0.

AYE: Weaver, Sehorn, Salter, Flood, Bolt, Rutherford

NAY: None

AGENDA ITEM NO. 3:

New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 4:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:13 p.m.)

ATTEST:

ED BOLT, CHAIRMAN

LISA LASYONE, SECRETARY

Shawnee Municipal Authority**1. b.**

Meeting Date: 07/20/2020

Water Tank (Tower)

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize Water Tank Maintenance Contracts with Utility Service Company, Inc. for the following water tower locations:

i. Airport Tank	\$25,788.04
ii. Edwards Street Tank	\$20,369.00
iii. Park Street Tank	\$20,369.00
iv. Water Plant Tank	\$10,413.64
v. Wolverine Tank	\$20,234.16

Fiscal Impact**Attachments**

Memo

Airport Contract

Edwards Contract

Park Contract

Water Plant Contract

Wolverine Contract



MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Chance Allison, City Manager
Date: 7/14/2020
Re: Annual Water Tower Maintenance

Staff respectfully requests authorization of the annual water tower maintenance agreement with Utility Service Company, Inc. in the sum of \$97,163.84. This maintenance agreement is accounted for in the FY21 budget. This service ensures all water towers remain clean, operational and that any required repairs are identified and addressed in a timely manner.



December 6, 2019

Steve Nelms
Shawnee Municipal Authority
111 So. Kickapoo
Shawnee, OK 74801

Dear Steve Nelms:

The purpose of this letter is to provide you with fee information for your fiscal year budgeting purposes. The timing of invoices is designated in the specific contract for each maintenance program. THIS IS NOT AN INVOICE.

Our maintenance program provides you with peace of mind that your asset(s) will be regularly and systematically maintained as outlined in your maintenance contract(s). We provide these services in a cost-effective manner to provide value to you and your community.

We appreciate your trust for the maintenance of your water asset (s), and we strive to provide you with exceptional customer service. Please note that all applicable taxes and adjustments for prevailing wages are the responsibility of the owner and are in addition to these stated fees.

Asset Name	Asset Type	Fee	Effective From	Effective To
Airport Tank - 100068	1,000,000 Elevated	\$25,778.04	01-JUL-20	30-JUN-21
Edwards Street - 100064	500,000 Elevated	\$20,369.00	01-JUL-20	30-JUN-21
Park Street Tank - 101963	500,000 Elevated	\$20,369.00	01-JUL-20	30-JUN-21
Water Plant Tank - 100067	125,000 Elevated	\$10,413.64	01-JUL-20	30-JUN-21
Wolverine Tank - 100062	500,000 Elevated	\$20,234.16	01-JUL-20	30-JUN-21

Thank you very much for your business, if you have any questions please contact Customer Service at 888-987-6805 or robin.black@suez.com

Sincerely,

Robin Black
Customer Service Representative

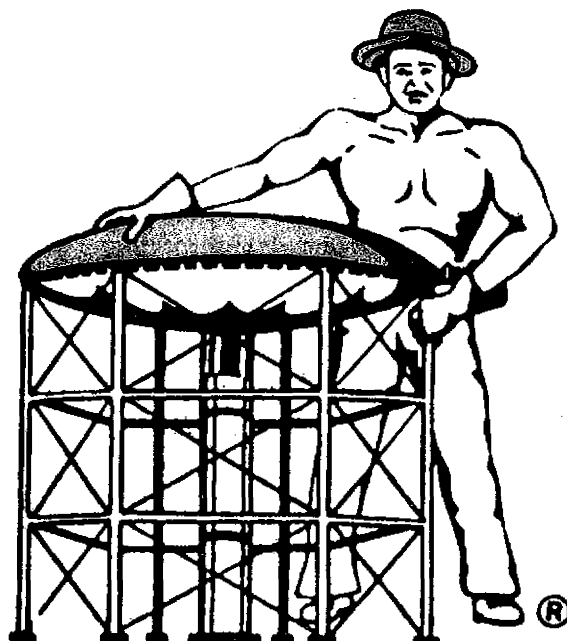
Utility Service Co., Inc.

535 Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Local: 478.988.5245 | Toll-free: 888.987.6805 | Fax: 478.987.2529 | Robin.Black@SUEZ.com

UTILITY SERVICE co., inc.

WATER TANK MAINTENANCE CONTRACT

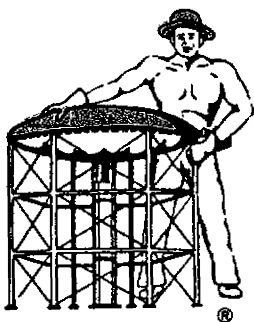


Owner CITY OF SHAWNEE, OKLAHOMA

Tank Size 1,000,000 ELEVATED

Location AIRPORT TANK

Date JULY 28, 2000



UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF SHAWNEE, OKLAHOMA hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 1,000,000 gallon water storage tank located at AIRPORT TANK.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2001. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the OKLA. DEPT. OF ENVIRONMENTAL QUALITY, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$15,298.00 has been established for this tank. SEE ADDENDUM NO. 1 FOR EXPLANATION OF A BILLING PROGRAM FOR THIS TANK.

In year 2006 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components [ANY MODIFICATIONS, INCLUDING ANTENNA INSTALLATIONS, MUST BE PRE-APPROVED BY UTILITY SERVICE CO., INC.] This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 8th day of September, 2000

OWNER:

UTILITY SERVICE CO., INC.

[Signature]

[Signature]

by [Signature] title

by BOB SNODGRASS, OK. REPRESENTATIVE title

witness Liana Wallock
City Clerk

witness Mary E. Platt

seal:

seal:

Addendums to Contract Number 1,000,000 ELEV., Dated 07-28-00
AIRPORT TANK

No. 1

Prior to the first anniversary of the contract, the tank will be renovated on the exterior, exterior repairs made, and the interior dry area will be power washed and repairs made. Prior to the third anniversary of the contract, the tank will be renovated on the interior and all repairs made. The total cost of the renovations and maintenance fees for the first five [5] years is \$189,972.00. This amount is to be paid in five [5] equal payments of \$37,994.00 for Years 1 through 5. In Year 6, the annual base fee of \$15,298.00 will be established.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2
PAYMENT TERMS: The first year's fee of \$37,994.00 will be due upon the completion of work scheduled in Year 1. Beginning in Year 2 and each year thereafter, the annual charge may be paid either quarterly, semi-annually, or annually on the anniversary date established.

(PLEASE CIRCLE PREFERRED METHOD OF PAYMENT)

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3
The initial five [5] years of the contract represent a total cost of \$189,972.00. Should City Officials elect to cancel the contract prior to the fifth year anniversary, any outstanding balance shall be due within thirty [30] days of cancellation. Site removal of non-hazardous sand is the responsibility of the Owner.

Utility Service Co., Inc.

by

date

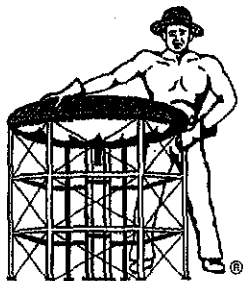
witness

Owner

by

date

witness



UTILITY SERVICE co., inc

478 987 0303 Fax 478 987 1085
800 223 3695 utilityservice.com

Kenneth J. Hartman
Customer Service Manager

October 11, 2002

Ms. Wanda Hill
City of Shawnee
P. O. Box 1848
Shawnee, Oklahoma 74802

Dear Ms. Hill:

Confirming our telephone conversation this morning, I understand that you wish to change your billing frequency from annual billing to quarterly billing. This change would apply to all contracts for the following tanks:

Tank Name	Tank Size
Wolverine Tank	500,000 Elevated
Edwards Street Tank	500,000 Elevated
Water Plant Tank	125,000 Elevated
Park Street Tank	500,000 Elevated
Airport Tank	1,000,000 Elevated

I am enclosing two copies of this letter. Please have the appropriate authority sign below and return one copy to me.

Thank you very much for your business. Please let me know, when I can be of assistance.

Sincerely,

Kenneth J. Hartman

Kenneth J. Hartman
Customer Service Manager

City of Shawnee:

Authorizing Signature:

Terry Compton

Title:

Director of Finance

The above signatories certify that they are duly authorized to sign this Addendum on behalf of the entities represented.

Printed Name:

Terry Compton

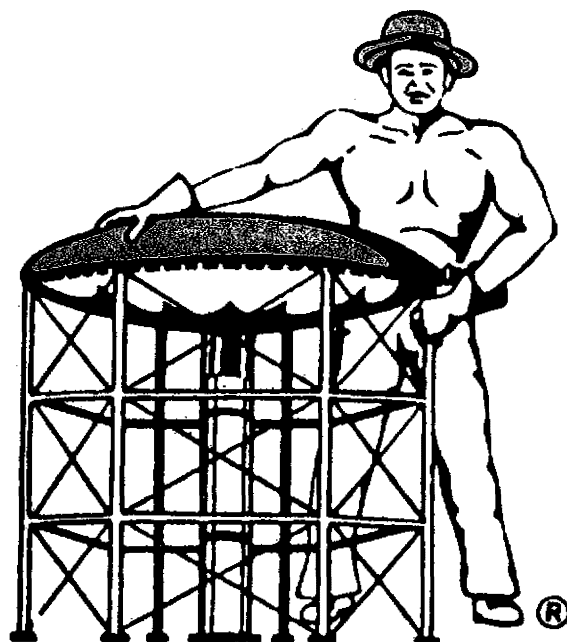
Date:

10/15/02

Copy: Ms. Sue Lazenby, Utility Service Company, Inc., Accounts Receivable Manager.
Mr. Randy Moore, Utility Service Company, Inc., Vice President

UTILITY SERVICE co., inc.

WATER TANK MAINTENANCE CONTRACT

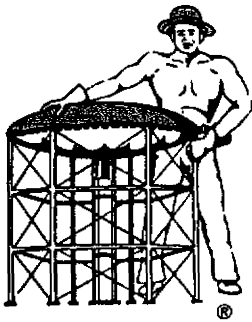


Owner CITY OF SHAWNEE, OKLAHOMA

Tank Size 500,000 ELEVATED

Location EDWARD STREET TANK

Date JULY 28, 2000



UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF SHAWNEE, OKLAHOMA hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at EDWARD STREET TANK.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2001. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the OKLA. DEPT. OF ENVIRONMENTAL QUALITY, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 12,088.00 has been established for this tank. SEE ADDENDUM NO. 1 FOR EXPLANATION OF A BILLING PROGRAM FOR THIS TANK.

In year 2006 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components [ANY MODIFICATIONS, INCLUDING ANTENNA INSTALLATIONS, MUST BE PRE-APPROVED BY UTILITY SERVICE CO., INC.] This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

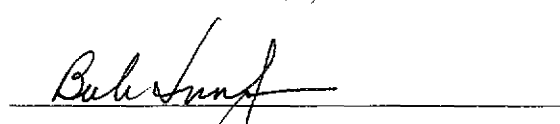
This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 8th day of September, 2000

OWNER:

UTILITY SERVICE CO., INC.





by city manager
title

by BOB SNODGRASS, OK. REPRESENTATIVE
title

witness Liana Wallock
city clerk

witness Mary E. Platt

seal:

seal:

Addendums to Contract Number 500,000 ELEV., Dated 07-28-00
EDWARD STREET TANK

No. 1

Prior to the first anniversary of the contract, the tank will be renovated on the exterior and interior, and all repairs made. The total cost of the up-front renovations and maintenance fees for the first five [5] years is \$111,575.00. This amount is to be paid in five [5] equal payments of \$22,315.00 for Years 1 through 5. In Year 6, the annual base fee of \$12,088.00 will be established.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2
PAYMENT TERMS: The first year's fee of \$22,315.00 will be due upon the completion of work scheduled in Year 1. Beginning in Year 2 and each year thereafter, the annual charge may be paid either quarterly, semi-annually, or annually on the anniversary date established.

(PLEASE CIRCLE PREFERRED METHOD OF PAYMENT)

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3
The initial five [5] years of the contract represent a total cost of \$111,575.00. Should City Officials elect to cancel the contract prior to the fifth year anniversary, any outstanding balance shall be due within thirty [30] days of cancellation. Site removal of non-hazardous sand is the responsibility of the Owner.

Utility Service Co., Inc.

by

date

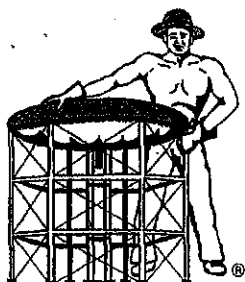
witness

Owner

by

date

witness



October 11, 2002

UTILITY SERVICE co., inc

478 987 0303 Fax 478 987 1085
800 223 3695 utilityservice.com

Kenneth J. Hartman
Customer Service Manager

Ms. Wanda Hill
City of Shawnee
P. O. Box 1848
Shawnee, Oklahoma 74802

Dear Ms. Hill:

Confirming our telephone conversation this morning, I understand that you wish to change your billing frequency from annual billing to quarterly billing. This change would apply to all contracts for the following tanks:

Tank Name	Tank Size
Wolverine Tank	500,000 Elevated
Edwards Street Tank	500,000 Elevated
Water Plant Tank	125,000 Elevated
Park Street Tank	500,000 Elevated
Airport Tank	1,000,000 Elevated

I am enclosing two copies of this letter. Please have the appropriate authority sign below and return one copy to me.

Thank you very much for your business. Please let me know, when I can be of assistance.

Sincerely,

Kenneth J. Hartman

Kenneth J. Hartman
Customer Service Manager

City of Shawnee:

Authorizing Signature: *Terry Compton*

Title: *Director of Finance*

The above signatories certify that they are duly authorized to sign this Addendum on behalf of the entities represented.

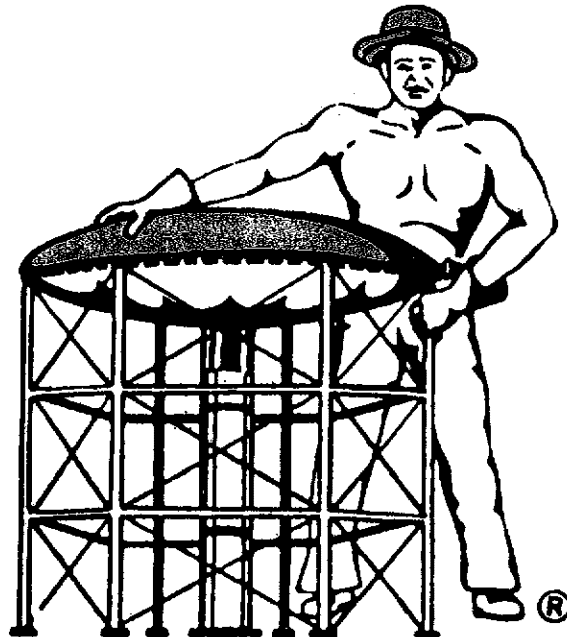
Printed Name: *TERRY COMPTON*

Date: *10/15/02*

Copy: Ms. Sue Lazenby, Utility Service Company, Inc., Accounts Receivable Manager.
Mr. Randy Moore, Utility Service Company, Inc., Vice President

UTILITY SERVICE co., inc.

WATER TANK MAINTENANCE CONTRACT

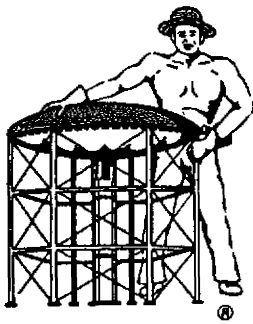


Owner CITY OF SHAWNEE, OKLAHOMA

Tank Size 500,000 ELEVATED

Location PARK STREET TANK

Date JULY 28, 2000



UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF SHAWNEE, OKLAHOMA
hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its
500,000 gallon water storage tank located at PARK STREET TANK.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2001. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

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At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 12,088.00 has been established for this tank. SEE ADDENDUM NO. 1 FOR EXPLANATION OF A BILLING PROGRAM FOR THIS TANK.

In year 2006 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components [ANY MODIFICATIONS, INCLUDING ANTENNA INSTALLATIONS, MUST BE PRE-APPROVED BY UTILITY SERVICE CO., INC.] This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 8th day of September, 2000.

OWNER:

UTILITY SERVICE CO., INC.

[Signature]

[Signature]

by [Signature]
title

by BOB SNODGRASS, OK. REPRESENTATIVE
title

witness Liana Hallock
City Clerk

witness Mary E Platt

seal:

seal:

Addendums to Contract Number 500,000 ELEV., Dated 07-28-00
PARK STREET TANK

No. 1

Prior to the first anniversary of the contract, the tank will be renovated on the exterior and interior, and all repairs made. The total cost of the up-front renovations and maintenance fees for the first five [5] years is \$232,675.00. This amount is to be paid in five [5] equal payments of \$46,535.00 for Years 1 through 5. In Year 6, the annual base fee of \$12,088.00 will be established.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2

PAYMENT TERMS: The first year's fee of \$46,535.00 will be due upon the completion of work scheduled in Year 1. Beginning in Year 2 and each year thereafter, the annual charge may be paid either quarterly, semi-annually, or annually on the anniversary date established.

(PLEASE CIRCLE PREFERRED METHOD OF PAYMENT)

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3

The initial five [5] years of the contract represent a total cost of \$232,675.00. Should City Officials elect to cancel the contract prior to the fifth year anniversary, any outstanding balance shall be due within thirty [30] days of cancellation. Site removal of non-hazardous sand is the responsibility of the Owner.

Utility Service Co., Inc.

by

date

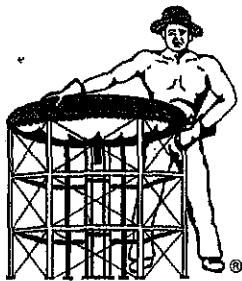
witness

Owner

by

date

witness



October 11, 2002

Ms. Wanda Hill
City of Shawnee
P. O. Box 1848
Shawnee, Oklahoma 74802

Dear Ms. Hill:

Confirming our telephone conversation this morning, I understand that you wish to change your billing frequency from annual billing to quarterly billing. This change would apply to all contracts for the following tanks:

Tank Name	Tank Size
Wolverine Tank	500,000 Elevated
Edwards Street Tank	500,000 Elevated
Water Plant Tank	125,000 Elevated
Park Street Tank	500,000 Elevated
Airport Tank	1,000,000 Elevated

I am enclosing two copies of this letter. Please have the appropriate authority sign below and return one copy to me.

Thank you very much for your business. Please let me know, when I can be of assistance.

Sincerely,

Kenneth J. Hartman

Kenneth J. Hartman
Customer Service Manager

City of Shawnee:

Authorizing Signature:

Terry Compton

Title:

Director of Finance

The above signatories certify that they are duly authorized to sign this Addendum on behalf of the entities represented.

Printed Name:

Terry Compton

Date:

10/15/02

Copy: Ms. Sue Lazenby, Utility Service Company, Inc., Accounts Receivable Manager
Mr. Randy Moore, Utility Service Company, Inc., Vice President

UTILITY SERVICE co., inc

478 987 0303
800 223 3695

Fax 478 987 1085
utilityservice.com

Kenneth J. Hartman
Customer Service Manager

To: Sue L.

cc. RJH

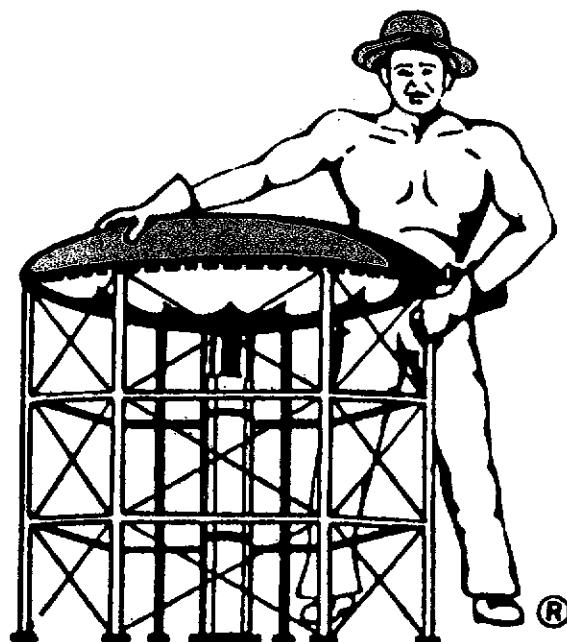
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© 1986 FSI

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UTILITY SERVICE co., inc.

WATER TANK MAINTENANCE CONTRACT

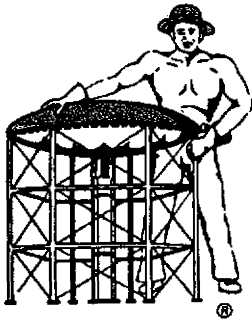


Owner CITY OF SHAWNEE, OKLAHOMA

Tank Size 125,000 ELEVATED

Location WATER PLANT TANK

Date JULY 28, 2000



UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF SHAWNEE, OKLAHOMA hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 125,000 gallon water storage tank located at WATER PLANT TANK.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2001. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the OKLA. DEPT. OF ENVIRONMENTAL QUALITY, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$ 6,180.00 has been established for this tank. SEE ADDENDUM NO. 1 FOR EXPLANATION OF A BILLING PROGRAM FOR THIS TANK.

In year 2006 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

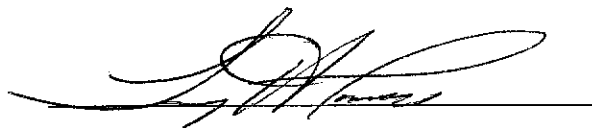
It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components [ANY MODIFICATIONS, INCLUDING ANTENNA INSTALLATIONS, MUST BE PRE-APPROVED BY UTILITY SERVICE CO., INC.] This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

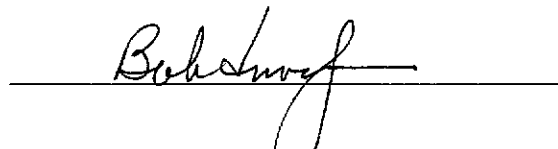
This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 8th day of September, 2000.

OWNER:

UTILITY SERVICE CO., INC.





by City Manager
title

by BOB SNODGRASS, OK. REPRESENTATIVE
title

witness Diana Hallock
City Clerk

witness Mary E. Platt

seal:

seal:

Addendums to Contract Number 125,000 ELEV., Dated 07-28-00
WATER PLANT TANK

No. 1

Prior to the first anniversary of the contract, the tank will be renovated on the exterior and interior, and all repairs made. The total cost of the up-front renovations and maintenance fees for the first five [5] years is \$59,620.00. This amount is to be paid in five [5] equal payments of \$11,924.00 for Years 1 through 5. In Year 6, the annual base fee of \$6,180.00 will be established.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2

PAYMENT TERMS: The first year's fee of \$11,924.00 will be due upon the completion of work scheduled in Year 1. Beginning in Year 2 and each year thereafter, the annual charge may be paid either quarterly, semi-annually, or annually on the anniversary date established.

(PLEASE CIRCLE PREFERRED METHOD OF PAYMENT)

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3

The initial five [5] years of the contract represent a total cost of \$59,620.00. Should City Officials elect to cancel the contract prior to the fifth year anniversary, any outstanding balance shall be due within thirty [30] days of cancellation. Site removal of non-hazardous sand is the responsibility of the Owner.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

Addendums to Contract Number 125,000 ELEV., Dated 07-28-00
WATER PLANT TANK

No. 4

This contract includes metal replacement of the interior during up front renovation of forty [40] square feet. Additional metal replacement that may be needed will stand outside this contract, and an one-time charge will be negotiated with the City at the time of repair.

Utility Service Co., Inc.

by Balshoff

date July 28, 2000

witness Maureen E. Plott

Owner

by [Signature]

date _____

witness [Signature]

**SIGN
HERE**

No. 5

Utility Service Co., Inc.

by _____

date _____

witness _____

Owner

by _____

date _____

witness _____

No. 6

Utility Service Co., Inc.

by _____

date _____

witness _____

Owner

by _____

date _____

witness _____

Addendums to Contract Number _____, Dated July 1, 1994

No. 1 * The base fee for this tank is \$8,168.00. In the first year of the contract a credit of \$1,500.00 for the preliminary washout inspection will be given. This cost plus overflow installation (\$6,500) and safety equipment installation (\$1,575) will result in a first year total of \$14,743.00. The cost in Year 2 will be the amount of the annual base fee, \$8,168.00. In Year 3 the complete interior of the tank will be sandblast cleaned and relined with an epoxy liner. No annual fee will be charged in Year 3. The cost in Year 3 will be \$22,039.00 which reflects the cost of the interior renovation. The cost of the option to dispose of spent non-hazardous sand will be \$1,855.00.

Utility Service Co., Inc.

by *William J. Dunn*
 date 6-21-94
 witness *Carolyn Rogers*

Owner

by _____
 date _____
 witness _____

No. 2

Utility Service Co., Inc.

by _____
 date _____
 witness _____

Owner

by _____
 date _____
 witness _____

No. 3

Utility Service Co., Inc.

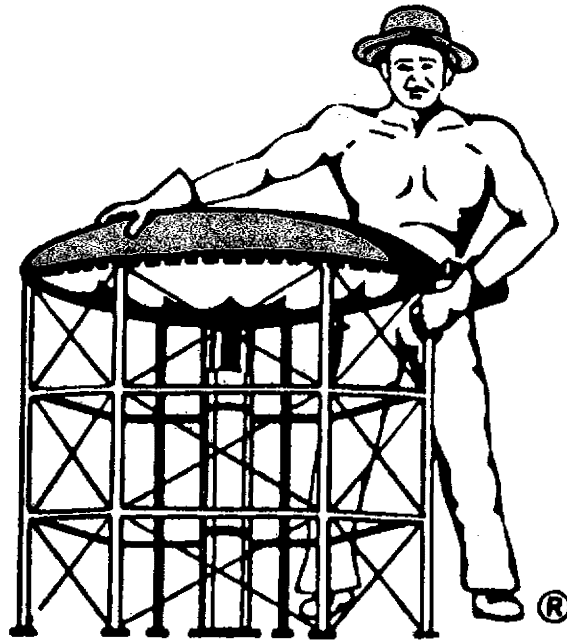
by _____
 date _____
 witness _____

Owner

by _____
 date _____
 witness _____

UTILITY SERVICE co., inc.

WATER TANK MAINTENANCE CONTRACT

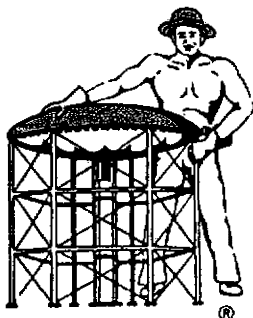


Owner CITY OF SHAWNEE, OKLAHOMA

Tank Size 500,000 ELEVATED

Location WOLVERINE TANK

Date JULY 28, 2000



UTILITY SERVICE co., inc.

P.O.Box 1354 • PERRY, GA 31069

Phone (912) 987-0303

FAX (912) 987-2991



WATER TANK MAINTENANCE CONTRACT

This agreement entered into by and between CITY OF SHAWNEE, OKLAHOMA hereinafter known as the Owner, and Utility Service Co., Inc. hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at WOLVERINE TANK.

This agreement binds the Company to total responsibility for the care and maintenance of the above described water storage tank. Care and maintenance shall include but not be limited to the following:

The Company will annually inspect and service the tank beginning in the year 2001. The tank and tower will be thoroughly inspected to assure that the structure is in a sound water tight condition.

Biennially, beginning with the first washout/inspection in 2002, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. This cleaning will utilize high pressure equipment with chemical injection. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning to service.

The Company shall furnish all specialized services including engineering and inspection services needed to carry out any and all repairs to the tank and tower needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, water level indicators, sway rod adjustments, manhole covers/gaskets, and other component parts of the tank or tower.

The Company will clean and repaint the interior and/or exterior of the tank at such time as complete repainting is needed. The need for interior painting to be determined by the thickness of the existing liner and its protective condition. The need for exterior painting to be determined by the appearance and protective condition of the existing paint.

When painting is needed, all products and procedures will be equal to, or exceed the requirements of the OKLA. DEPT. OF ENVIRONMENTAL QUALITY, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfection.

When interior renovation is needed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface area.

At the time the exterior requires painting, the Company agrees to utilize a coating system which best suits the site conditions, environment, and general location of the tank.

The Company will install an anti-climb device on the access ladder to prevent unauthorized persons from climbing the tower.

A lock will be installed on the roof hatch of the tank to prevent any unauthorized entry to the water tank. Keys to the tank will be retained by the Owner and the Company.

The Company will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site.

The Company will furnish relief valves, if needed, to install in the water system so the Owner can pump direct and maintain water pressure while the tank is being serviced.

The Company will furnish current certificates of insurance coverage to the Owner at the time any work is performed, or upon renewal of any policy.

The Owner shall have the right to continue this contract for an indefinite period of time providing the annual fee is paid in accordance with the terms of payment. A base fee of \$12,088.00 has been established for this tank. SEE ADDENDUM NO. 1 FOR EXPLANATION OF A BILLING PROGRAM FOR THIS TANK.

In year 2006 and each third year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments, either up or down, shall be limited to a maximum of 5% annually.

It is agreed that future mandated environmental, health, or safety requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement. The Company is accepting tank under program based upon existing structure and components [ANY MODIFICATIONS, INCLUDING ANTENNA INSTALLATIONS, MUST BE PRE-APPROVED BY UTILITY SERVICE CO., INC.] This contract does not include the cost for containment or disposal of any hazardous waste materials, nor resolution to operational problems due to cold weather, Acts of God, or other conditions which are beyond the Owners and Company control.

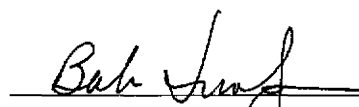
This contract is subject to cancellation by the Owner only if intent to cancel is received by Company ninety [90] days prior to the anniversary date. Notice of Cancellation to be delivered by registered mail and signed by three [3] authorized voting officials of the Owner's management and/or Commissioners.

This Agreement signed this 8th day of September, 2000.

OWNER:

UTILITY SERVICE CO., INC.





by city manager
title

by BOB SNODGRASS, OK. REPRESENTATIVE
title

witness Diana Hallock
City Clerk

witness Mary E. Plett

seal:

seal:

Addendums to Contract Number 500,000 ELEV., Dated 07-28-00
WOLVERINE TANK

No. 1

Prior to the first anniversary of the contract, the tank will be renovated on the exterior and interior, and all repairs made. The total cost of the up-front renovations and maintenance fees for the first five [5] years is \$110,047.00. This amount is to be paid in five [5] equal payments of \$22,009.00 for Years 1 through 5. In Year 6, the annual base fee of \$12,088.00 will be established.

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 2
PAYMENT TERMS: The first year's fee of \$22,009.00 will be due upon the completion of work scheduled in Year 1. Beginning in Year 2 and each year thereafter, the annual charge may be paid either quarterly, semi-annually, or annually on the anniversary date established.

(PLEASE CIRCLE PREFERRED METHOD OF PAYMENT)

Utility Service Co., Inc.

by

date

witness

Owner

by

date

witness

No. 3
 The initial five [5] years of the contract represent a total cost of \$110,047.00. Should City Officials elect to cancel the contract prior to the fifth year anniversary, any outstanding balance shall be due within thirty [30] days of cancellation. Site removal of non-hazardous sand is the responsibility of the Owner.

Utility Service Co., Inc.

by

date

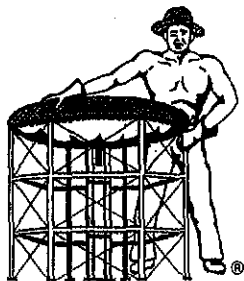
witness

Owner

by

date

witness



October 11, 2002

Ms. Wanda Hill
City of Shawnee
P. O. Box 1848
Shawnee, Oklahoma 74802

Dear Ms. Hill:

Confirming our telephone conversation this morning, I understand that you wish to change your billing frequency from annual billing to quarterly billing. This change would apply to all contracts for the following tanks:

Tank Name	Tank Size
Wolverine Tank	500,000 Elevated
Edwards Street Tank	500,000 Elevated
Water Plant Tank	125,000 Elevated
Park Street Tank	500,000 Elevated
Airport Tank	1,000,000 Elevated

I am enclosing two copies of this letter. Please have the appropriate authority sign below and return one copy to me.

Thank you very much for your business. Please let me know, when I can be of assistance.

Sincerely,

Kenneth J. Hartman

Kenneth J. Hartman
Customer Service Manager

City of Shawnee:

Authorizing Signature:

Terry Compton

Title:

Director of Finance

The above signatories certify that they are duly authorized to sign this Addendum on behalf of the entities represented.

Printed Name:

Terry Compton

Date:

10/15/02

Copy: Ms. Sue Lazenby, Utility Service Company, Inc., Accounts Receivable Manager
Mr. Randy Moore, Utility Service Company, Inc., Vice President

UTILITY SERVICE co., inc

478 987 0303 Fax 478 987 1085
800 223 3695 utilityservice.com

Kenneth J. Hartman
Customer Service Manager

To: Sue L
cc: KJH