



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

JULY 10, 2023

723 S Lewis Street

Room 1122B

Stillwater, OK 74074

5:30 P.M.

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Christie Hawkins, Kevin Clark, & Tim Hardin

NOTE: The Mayor and City Council will gather in Conference Room 1112B beginning at 5:00 p.m. this date for refreshments. No City Council business will be discussed or acted upon at this time. This is not a closed session and members of the public and press are welcome to attend. Refreshments will only be provided to the City Council and staff.

1. Call Meeting to Order
2. Pledge of Allegiance
3. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for possible action. Additionally, a Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

a.	Approve regular and executive session minutes of June 5, 2023, special meeting and executive session minutes of June 7, 2023, and regular and executive session minutes of June 12, 2023, and special meeting minutes of June 26, 2023		
b.	Authorize an increase of \$159,000 in expenditures for the Husband Street Bridge Project for design, testing, construction, claims and contingency for a new total Husband Street Bridge Project authorization of \$1,500,000; authorize the Interim City Manager to sign Amendment 8 to the PSA with BKL for an amount of \$11,885; and approve budget amendment appropriating an additional \$159,000 from the Transportation Sales Tax Fund to complete the project	CC-23-111	Candy Staring
c.	Approve an increase in 3 rd Avenue Bridge Project funding authorization for design, testing, and construction and an additional 0.5% total project contingency for a new total project authorization of \$3,480,000; authorize the Interim City Manager to sign Amendment 7 to the PSA with BKL for	CC-23-104	Candy Staring

	an amount of \$49,429; and approve budget amendment appropriating an additional \$231,829 from the Transportation Sales Tax Fund to complete the Project		
d.	Approve award of bid for hauling of Airport Industrial Access Road Waterline Relocation Project spoils to MK Excavation, LLC in the amount of \$25,351.20, authorize the Interim City Manager to execute the contract, authorize the Interim City Manager to execute an agreement with Republic Services to accept the spoils at an estimated disposal cost of \$58,871 for a total of \$97,000 in construction and waste disposal expenditures	CC-23-110	Andy Doerflinger
e.	Approve budget amendment to increase the transfer-out to \$145,000 from the Visitor Tax Fund to Stillwater Economic Development Authority to fund the Visit Stillwater contract		Christy Cluck
f.	Accept the following permanent and temporary sewer easements required for the West College, Eyler and Manhole Rehabilitation Project, and authorize the Mayor to execute the easement documents: • Katherine J. and Jackie W. Morris 311 S. Eyler Ln. Permanent Sewer Line Easement • Beta Zeta Alumnae Corp. 1323 S. University Ave. Permanent Sewer Line Easement • Delta Sigma House Corp. of Kappa Kappa Gamma 1212 W. 4th Ave. Permanent Sewer Line Easement • Delta Sigma House Corp. of Kappa Kappa Gamma 1211 W. 3rd Ave. Temporary Construction Easement • Beta Theta Phi Building Corp. 1207 W. University Ave. Permanent Sewer Line Easement Temporary Construction Easement • Powell Warren Cooke 301 S. Kings St. Permanent Sewer Line Easement • Stephen Chilton 1009 S. Gray St. Permanent Sewer Line Easement Temporary Construction Easement • Lease Family Properties, LLC 411 S. Monroe Permanent Sewer Line Easement • James W. & Karen B. Vandergrift 1018 S. Stanley St. Permanent Sewer Line Easement	CC-23-105	Andy Doerflinger

	Temporary Construction Easement - Nolan Dee Autry 1002 S. Stanley St. Permanent Sewer Line Easement Temporary Construction Easement - Laren and Diana Field, Co-TTEE 1015 S. Gray St. Permanent Sewer Line Easement Temporary Construction Easement - Darrel J. and Marcella J. Edzards 1124 S. Stanley St. Permanent Sewer Line Easement - The Fraternity of Phi Gamma Delta, Inc. 1123 W. University Ave. Temporary Construction Easement - Serenity Estates, LLC 1022 S. Stanley St. Permanent Sewer Line Easement Temporary Construction Easement - Amanda Barladi 408 S. Willis Temporary Construction Easement - NU Chapter of Kappa Delta Sorority, Inc. 323 S. Cleveland St. Permanent Sewer Line Easement - Stephen H. and Helen L. Duer 1719 W. 3rd Ave. Permanent Sewer Line Easement		
g.	Accept the following easements and right of way required for the College Gardens and Monticello Projects, and authorize the Mayor to execute the easement documents and warranty deed: McCollom Family Partners 158 S. Monticello Permanent Water Line Easement Temporary Construction Easement Warranty Deed	CC-23-106	Andy Doerflinger
h.	Approve Encroachment Agreement and Release of Liability for 704 South Main Street/105 W 7th Avenue and authorize the Interim City Manager to execute the agreement	CC-23-107	Jacquelyn Porter
j.	Approve bid award for City wide sand and gravel supply and delivery to Kerns Construction, WJ Trucking and Construction, and APAC on all items in the amounts listed on the bid tabulation sheet	CC-23-99	Mark White
k.	Approve award of the bid for City wide concrete supply and delivery to Kerns Ready Mixed Concrete and Dolese Bros. on all items in the amounts listed on the bid tabulation sheet	CC-23-98	Mark White

l.	Approve rescinding bid award to Johnson Controls for the Municipal Building and Police Department HVAC maintenance	CC-23-101	Mark White
m.	Approve bid award to Alva Roofing Company in the amount of \$239,400 for the Armory Recreation Center roof replacement	CC-23-102	Barbara Bliss
n.	Approve settlement agreement in the Sandra Groshong vs. City of Stillwater, Case No. CJ-2020-455		Kimberly Carnley
o.	Approve change order to correct the budget for the Middle Apron Project at Stillwater Regional Airport to the actual quantities used and project cost	Memo	Melissa Reames
p.	Approve Master Services Agreement between City of Stillwater/Stillwater Utilities Authority and Bancroft International for surveying and engineering services, and authorize the Interim City Manager/General Manager to sign documents	CC-23-109	Candy Staring
q.	Approve carry forward of budget appropriations from FY23 to FY24	CC-23-112	Christy Cluck

4. Public Comment on Items not Scheduled for Public Hearings

*Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at [Request to speak form](#) or via the form found in the lobby outside Council chambers prior to meetings.*

5. Items Removed from Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the City Council. The City Council may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision or amendment.

6. Public Hearings

The Council will hear public comments, discuss, and take action including a vote or series of votes on each item listed as presented or as amended by the City Council unless the agenda entry specifically states that no action will be taken.

a.	Receive public comment regarding a request from Jerrod Foutes/Vertical Bridge for a Specific Use Permit to allow a cell tower at 1730 N Jardot Road (Tabled at June 12, 2023 meeting)	CC-23-103	Jacquelyn Porter Beth Anne Childs
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7. General Orders

The Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each item listed as presented or as amended or revised by the City Council unless the agenda entry specifically states that no action will be taken. The requested City Council action is indicated in each agenda entry but may be amended or revised prior to action by the City Council.

a.	Stillwater Area Sports Association annual report		Carolyn Walstad
b.	Presentation on the design process for the new Stillwater Regional Airport Terminal project		Connie McFarland
c.	Consider approval of amendments to the Professional Services Agreement with McFarland	CC-23-115	Melissa Reames

	Architects in a total amount not-to-exceed \$1,616,635 to complete the new terminal design at Stillwater Regional Airport		
d.	Consideration, discussion, and possible action regarding the performance-based efficiency contract with JCI and project financing	CC-23-114	City Attorney

8. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	RESOLUTION 2023-21: A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT GROUND LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND DOUBLE C HANGAR, LLC TO STILLWATER FLIGHT CENTER HANGAR, LLC; AND AUTHORIZING THE CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE	CC-23-100	Gary Johnson
b.	RESOLUTION 2023-22: A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024 BIPARTISAN INFRASTRUCTURE LAW (BIL) FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION AND THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024 STATE FUNDS ADMINISTERED BY THE OKLAHOMA AERONAUTICS COMMISSION FOR INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT		
c.	RESOLUTION 2023-23: A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD FOR FINANCIAL ASSISTANCE THROUGH THE DRINKING WATER STATE REVOLVING FUND PROGRAM TO FINANCE WATER SYSTEM IMPROVEMENTS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO		David Barth
d.	RESOLUTION 2023-24: A RESOLUTION STATING STILLWATER UTILITIES AUTHORITY'S INTENT TO REIMBURSE CAPITAL EXPENDITURES		David Barth

9. Ordinances

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each ordinance listed as presented or as amended or revised by the City Council.

First Read

a.	ORDINANCE No. 3524: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 1017 AND 1109 WEST 9 TH AVENUE, 1022,1024, 1104, 1110, 1122, AND 1124 WEST
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	10 TH AVENUE AND 920 THRU 924 SOUTH JEFFERSON STREET FROM SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT (RSS) TO TWO-FAMILY RESIDENTIAL DISTRICT (RT)
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Second Read

b.	ORDINANCE No. 3523: AN ORDINANCE CLOSING A PORTION OF THE 16-FOOT WATER EASEMENT OF LOT 3, BLOCK 2, THE STICKS, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, NEAR PROPERTY ADDRESSED AS 119 EAST TYLER AVENUE
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10. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Councilors, City Manager or City Attorney. Items of City business that may require discussion or action including a vote or series of votes are listed below.

- a. Miscellaneous items from the City Attorney
- b. Miscellaneous items from the City Manager
- c. Miscellaneous items from the City Council

11. Questions and Inquiries

12. Adjourn

On 07.06.23 at 5:50, a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S Lewis Street, Stillwater, OK. *person*

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Suddenlink channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.
- Go to [eNotifications](#) for email notices when an agenda is posted. Select each elected or appointed board or committee for which you would like to receive notices.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JUNE 1, 2023 AT 4:00 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 5, 2023**

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS/PRESENTATIONS

- a. Official launch of Stillwater Police Department new branding – Chief Jeff Watts

Police Chief Jeff Watts wore the new police uniform and Lieutenant TJ Low wore the old police uniform and Chief Watts explained the difference in the two. A video was shown revealing the new uniform.

4. CONSENT DOCKET

- a. Approval of May 15, 2023 regular and executive session meeting minutes
- b. Approve budget amendments reflecting donations to Stillwater Public Library
- c. Approve budget amendments reflecting receipt and appropriation of \$50,000 in federal grant funds from the Oklahoma Department of Libraries to the Stillwater Public Library for purchase of downloadable material from Overdrive
- d. Authorize the Interim City Manager to sign contracts related to benefits administration for FY 2023-2024
- e. Approve amendment to the lease agreement between Our Daily Bread and City of Stillwater
- f. Approve second amendment to the lease between OSU and City of Stillwater for the Multi-Arts (Prairie Arts Center) for FY 2024
- g. Approve FY24 contracts with the following entities:
 - i. Stillwater Area Sports Association
 - ii. Stillwater Rifle Club
 - iii. OSU Motorcycle Trail
 - iv. Henderson Golf
 - v. Trail Riders
- h. Approve annual contract renewals with the following entities:
 - i. Payne County Youth Services
 - ii. Project Heart
 - iii. Stillwater Museum Association

- iv. Tiny Paws
- v. Lake McMurtry Friends
- i. Approve Encroachment Agreement and Release of Liability for 923 South Main Street and authorize the Interim City Manager to execute the agreement
- j. Approve budget amendment reflecting receipt of grant funds in the amount of \$2,436.17 from OSBI as reimbursement to Stillwater Police Department for two officers to attend the Crimes Against Children Conference
- k. Approve budget amendments reflecting receipt and expenditure of grant funds in the amount of \$11,479.48 from OSBI as reimbursement to Stillwater Police Department for replacement of a computer and cell phone data retrieval device used to investigate Internet Crimes Against Children cases
- l. Accept the right-of-way required for the Redbud Sewer Project located at 999 N. Lewis Street
- m. Approve budget amendments reflecting increased FY22/23 sales and use tax collections and allocations to the following:
 - i. Stillwater Utilities Authority dedicated portion
 - ii. Transportation Sales Tax dedicated portion
 - iii. Employee compensation changes
- n. Approve emergency repair of gas lines at the Community Center totaling \$55,934.71

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

5. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. Pursuant to 11 O.S. § 22-112 and 11 O.S. §22-112.4, the Stillwater City Council will conduct a hearing to determine whether the secondary structure located at 601 West 10th Avenue, Stillwater, Oklahoma (the secondary structure is also identified as located at 1012 South Knoblock, Stillwater, Oklahoma) is dilapidated as defined in 11 O.S §22-112(C) and abandoned as defined in 11 O.S. §22-112.4(E) on May 1, 2023, at 5:30 P.M., in the City Council Hearing Room, 723 South Lewis Street, Stillwater, Oklahoma. At said date and time, the City Council shall make a determination as to whether said secondary structure is dilapidated and/or abandoned as defined by the referenced statutes and whether to order the abatement and removal of said structure and the assessment of all associated costs thereof to the owner of said property

City Attorney Kimberly Carnley stated that significant progress has been made on this property so no action is needed on this public hearing.

- b. Receive public comment regarding a request for a Specific Use Permit to allow a new communications tower at property addressed as 4220 North Perkins Road

Associate City Planner Diana Hood stated this is a request for Specific Use Permit to allow a new safety communications tower at the property addressed as 4220 N. Perkins Road, which is located on the north

part of Boomer Lake. She stated that the Park View Estates subdivision is located to the north and USA Rare Earth is to the east.

Emergency Management Director Rob Hill stated that he is here to seek approval for an Secific Use Pernit to allow for a new radio communications tower. He reported that in December 2021, City Council approved a new public safety radio system for \$6.75 million. The new system replaces five independent radio systems, with one, with provisions for two backup sites. This system will bring true inter-operability to law enforcement, fire, EM and EMS. Mr. Hill stated that this would allow the City to be part of the state-wide radio system, receiving and providing support from other communities should a disaster occur. This will be crucial to any emergency reponses within our city, the county and state-wide. He reported that in July 2022, the City was contacted by Altice about a tower decommission by the end of 2022. This tower is where the City had all of their public safety equipment located at the time. City staff met with Altice and received an extension through May 2023; however, since then the City has been forced to relocate all their public safety equipment. Mr. Hill presented the research that was done for alternate tower sites and the results of why these alternate sites could not be used for a radio communications tower. He stated after an exhaustive search, staff was able to locate one last piece of public zoned property north of Stillwater and it is one of the last remaining properties the City owns that would allow for this type of project.

Mr. Hill answered Council's questions regarding the communications tower.

Mayor Joyce opened the public hearing.

Doris Al-Harake, 314 E. Rogers Drive, stated that she is the Parkview Estates HOA President, and their neighborhood is against putting the communications tower in their backyard. She stated the first public hearing notice they received had the wrong address so none of the Parkview Estates residents attended because they didn't think it affected them. She stated the resident's concerns of the tower being located close to their neighborhood.

Douglas Dollar, 219 E. Greenvale Ct., stated he lives in Parkview Estates and is against the communications tower.

Katherine Dollar, 219 E. Greenvale Ct., stated she is also against the tower being constructed so close to their neighborhood and Kameoka Trail. She stated that she is concerned about the dangers this tower will cause to their property values as well as the safety and health of the residents and wildlife.

Connie Stauter, 318 E. Rogers Dr., expressed her concerns regarding the public hearing notice that says the tower will be located on N. Perkins Road which is incorrect. The notice needs to say the tower will be located on E. Rogers Drive. She asked if there was an environmental impact study that needs to be done on this property due to the nature and wildlife there and for clarification on the FAA clearance approval for the tower. Ms. Stauter stated the tower will "pollute" this area and Kameoka Trail. She asked that staff continue to look for a more appropriate place for this tower.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval of this SUP with a vote of 3-0.

Mr. Hill stated that staff knows this is City of Stillwater property but they did not take this decision lightly as they also know this property backs up to a neighborhood. Staff worked very closely with all facets to construct the tower with the least destruction of the property. Mr. Hill, Stan Shook and Amos Charles with Motorola addressed and answered both the questions from the public hearing and Council.

City Attorney Kimberly Carnley addressed the issue of the incorrect address on the public notice and that the address was corrected and public notices were resent for tonight's public hearing. Discussion was held amongst staff and Council.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE SPECIFIC USE PERMIT FOR THE INSTALLATION OF A NEW COMMUNICATION TOWER FOR THE PROPERTY LOCATED AT 4220 NORTH PERKINS ROAD.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- c. Receive public comment regarding a request for a partial closing of a water easement located at 119 E Tyler Avenue

City Planner Jacquelyn Porter stated that the house constructed at 119 East Tyler Avenue encroaches the water line easement. The water line easement is located along the west property line of 119 East Tyler Avenue, Lot 3 of The Sticks subdivision. Ms. Porter stated that Sticks, LLC is requesting the closure of a portion of the water easement, approximately 300 square feet, to alleviate the encroachment of a constructed house onto the easement.

Mayor Joyce opened and closed the public hearing as no one was present to speak.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO CLOSE THE PORTION OF THE UTILITY EASEMENT AS REQUESTED ON PROPERTY ADDRESSED AS 119 EAST TYLER AVENUE.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

8. GENERAL ORDERS

- a. Prairie Arts Center annual report

Director of Prairie Arts Center Rebecca Brien and General Manager of the Prairie Arts Center Meghan Brausell presented the Prairie Arts annual report. Ms. Brien stated that it has been six years since they assumed management of the arts center and they are very proud of how beautiful and busy the center has become over the last six years. She thanked the City for the use and maintenance of the building and grateful to OSU for the staffing and resources made available to the facility.

Ms. Brausell presented the highlights over the last year by giving an overview of the programs/classes offered, ages served and number of participants in their programs. She also discussed staff, outreach programs and after hours programming and the amount of supplies used in their programs.

9. RESOLUTIONS

- a. Resolution No. CC-2023-7: a resolution of the Stillwater City Council declaring the secondary structure located at 601 West 10th Avenue, Stillwater, Oklahoma (the secondary structure also identified as located at 1012 South Knoblock, Stillwater, Oklahoma), dilapidated and abandoned, and a public nuisance detrimental to the health, safety, and welfare of the general public and the community, and ordering the dilapidated structure to be torn down and removed pursuant to 11 O.S. §22-112

No action was taken on this item.

- b. Resolution CC-2023-16 : A resolution of the Stillwater City Council prohibiting the flying of Unmanned Aircraft Systems (UAS) during certain public events on July 4, 2023

Councilor Clark suggested amending the resolution to add “provided however, that should the Boomer Blast event be rescheduled to a different date due to weather or otherwise, then said prohibition shall apply on that date.”

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2023-16 AS AMENDED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- c. Resolution CC-2023-17: A resolution regarding commitment of leverage for the Oklahoma Department Of Commerce Community Development Block Grant (CDBG), 2023 Small Cities Program and approving the associated budget amendments

Grants Manager Shelly Crynes reported that on April 3, 2023, Council held the public hearing regarding the 2023 Community Development Block Grant (CDBG) application, took citizen input and project suggestions. At the end of the hearing, Council selected the new Fire Suppression System Project for Stillwater Public Library for the FY23 CDBG-Small Cities application. Staff is recommending acceptance of the final grant allocation of \$222,500 as funded by U.S. Housing & Urban Development through the Oklahoma Department of Commerce, approval of the budget amendment appropriating the 1:1 match allocation funds of \$222,500 from the grant match contingency in the General Fund.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2023-17 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

10. ORDINANCES

- a. First Reading

Ordinance 3523: An ordinance closing a portion of the 16-foot water easement of Lot 3, Block 2, The Sticks, an addition to the City Of Stillwater, Payne County, Oklahoma, near property addressed as 1990 East Tyler Avenue

City Attorney Kimberly Carnley asked that this ordinance be tabled until the June 12, 2023 City Council so the address can be corrected.

11. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney:
 - i. Request for Executive Session pursuant to 25 O.S. §307 (B)(2) to discuss labor negotiations with Fraternal Order of Police Lodge #102.
 - ii. Request for Executive Session pursuant to 25 O.S. §307 (B)(2) to discuss labor negotiations with International Association of Firefighters Local #2095.
 - iii. Request for an Executive Session pursuant to 25 O.S. § 307(B)(4) involving confidential communication between the City Council and City Attorney concerning Sandra Groshong vs. City of Stillwater, Payne

County District Court Case No. CJ-2020-455. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

b. Miscellaneous items from the City Manager:

- Interim City Manager Brady Moore stated that if anyone has had difficulty making rent or utility payments as a result of Covid-19, the City of Stillwater may be able to help. These are federal grant funds designated to assist our residents that are experiencing financial challenges due to Covid-19. These funds must be utilized before the end of August, 2023. For more information go online to Stillwater.org/covidhelp or call 405-742-8220.

c. Miscellaneous items from the City Council:

- Councilor Hardin reminded citizens to save the dates, June 16 and 17, for Stillwater's first "Dancing Turtle: Interactive Celebration of the Arts at the Stillwater Community Center" and in the downtown area. This event is a gathering that immerses guests in the arts, provides learning and performance opportunities for artists – and provides all residents and patrons with entertainment, performing arts, visual arts, multiple vendors, variety of music performers, and much more. For more information about the event, please follow Dancing Turtle on Facebook or go to the website at: sccfoundation.org/dancingturtle.
- Councilor Clark announced that the City has two, free splash pads, one at Boomer Lake Park and the other at Southern Woods. Both are open daily from 10 a.m. to 8 p.m. There is also a public swimming pool located in Couch Park that features six 50-meter lanes, two slides, a separate/gated wading pool for younger children and a shaded seating area. The pool is closed on Sundays and Mondays for maintenance. Please remember when using our parks and play areas to take all of your personal items home with you, use the trash cans located in the parks, and let's keep our community spaces beautiful for everyone.
- Councilor Hawkins invited residents to join Stillwater Community United in celebrating Juneteenth at Southern Woods Park on Saturday, June 17 from 11 a.m. to 1 p.m. All community members are invited to gather for games, music, free food and drinks, and entertainment for the whole family. City Hall will be closed in observance of Juneteenth on Monday, June 19. Trash and recycling will be collected as usual, but not yard waste.
- Vice Mayor Dzialowski said to save the date and celebrate Independence Day with Stillwater's Boomer Blast Firework Show on Tuesday, July 4 at Boomer Lake Park. Enjoy area vendors and food trucks before the firework show begins at 9:30 p.m. Vehicles are not allowed inside Boomer Lake Park during the event, but free parking will be available at Stillwater High School stadium and Cimarron Plaza. The City will continue to share event details on social media and online at Stillwater.org/boomerblast.
- Mayor Joyce announced that the Waste and Recycling Workers Week will be June 17-23. This week long celebration recognizes the hard work and dedication shown by the men and women of the waste and recycling industry. This year's theme is "We ARE Professionals." Their jobs require technical experience, certifications and licensing that many people do not expect for a profession in solid waste. We greatly appreciate our waste and recycling workers who provide a necessary service for the health and safety of our community.

i. Discussion about scheduling items for future meetings.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 7:21 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

Stillwater City Council meeting recessed at 7:21 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 7:22 p.m.

12. EXECUTIVE SESSION

- a. Confidential communication to discuss labor negotiations with Fraternal Order of Police Lodge #102.
- b. Confidential communication to discuss labor negotiations with International Association of Firefighters Local #2095.
- c. Confidential communication regarding pending litigation concerning *Sandra Groshong vs. City of Stillwater, Payne County District Court Case No. CJ-2020-455*.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ENTER INTO EXECUTIVE SESSION AT 7:22 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

13. RETURN FROM EXECUTIVE SESSION

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO RECONVENE THE STILLWATER CITY COUNCIL MEETING AT 8:52 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- a. Possible action regarding labor negotiations with Fraternal Order of Police Lodge #102.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO AUTHORIZE STAFF TO PROCEED WITH FOP NEGOTIATIONS AS DISCUSSED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- b. Possible action regarding labor negotiations with International Association of Firefighters Local #2095, including possible action to approve the FY24 Collective Bargaining Agreement.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO AUTHORIZE STAFF TO PROCEED WITH FINALIZING THE FY24 COLLECTIVE BARGAINING AGREEMENT BASED ON THE NEGOTIATED TERMS.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- c. Possible action regarding pending litigation concerning *Sandra Groshong vs. City of Stillwater, Payne County District Court Case No. CJ-2020-455*.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO AUTHORIZE THE CITY ATTORNEY TO PROCEED AS DIRECTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

14. QUESTIONS AND INQUIRIES

None.

15. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE JUNE 5, 2023 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The June 5, 2023 regular meeting of the Stillwater City Council adjourned at 8:53 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED JUNE 1, 2023 AT 4:00 P.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
JUNE 5, 2023
7:22 P.M.

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

- a. Confidential communication to discuss labor negotiations with Fraternal Order of Police Lodge #102.

Discussion was held regarding labor negotiations with Fraternal Order of Police Lodge #102 pursuant to 25 O.S. §307 (b)(2).

- b. Confidential communication to discuss labor negotiations with International Association of Firefighter Local #2095, including possible action to approve the FY24 Collective Bargaining Agreement.

Discussion was held regarding labor negotiations with International Association of Firefighter Local #2095 pursuant to 25 O.S. §307 (b)(2).

- c. Confidential communication between the City Council and City Attorney concerning *Sandra Groshong vs. City of Stillwater, Payne County District Court Case No. CJ-2020-455*.

Discussion was held regarding possible action with pending litigation concerning *Sandra Groshong vs. City of Stillwater, Payne County District Court Case No. CJ-2020-455* pursuant to 25 O.S. § 307(B)(4).

The Executive Session concluded at 8:52 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JUNE 6, 2023 AT 7:30 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
SPECIAL MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 7, 2023**

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 12:00 p.m.

2. REQUEST FOR AN EXECUTIVE SESSION PURSUANT TO 25 O.S. §307 (B) (1) OF THE OKLAHOMA OPEN MEETING ACT FOR THE PURPOSE OF DISCUSSING SPECIFIC INDIVIDUALS FOR THE POSITION OF CITY MANAGER.

3. EXECUTIVE SESSION

Consideration, discussion, and possible action to enter into executive session for the purpose of discussing specific individuals for the position of City Manager, as allowed by 25 O.S. § 307 (B)(1).

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ENTER INTO EXECUTIVE SESSION at 12:01 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

4. RETURN FROM EXECUTIVE SESSION

Consideration, discussion, and possible reasonable action, including the selection of finalists for consideration for the position of City Manager.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO RECONVENE THE STILLWATER CITY COUNCIL MEETING AT 1:21 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

No action was taken on this item.

5. ADJOURN

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADJOURN THE JUNE 7, 2023 SPECIAL MEETING OF THE STILLWATER CITY COUNCIL.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The June 7, 2023 special meeting of the Stillwater City Council adjourned at 1:23 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

DRAFT

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED JUNE 6 AT 7:30 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
COUNCIL HEARING ROOM
723 S. LEWIS
STILLWATER, OK 74074
JUNE 7, 2023
12:01 P.M.

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

- a. Confidential communication for the purpose of discussing specific individuals for the position of City Manager, as allowed by 25 O.S. § 307 (B)(1).

Discussion was held regarding specific individuals for the position of City Manager, as allowed by 25 O.S. § 307 (B)(1).

The Executive Session concluded at 1:21 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JUNE 9, 2023 AT 11:40 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 12, 2023

PRESENT: MAYOR WILLIAM H. JOYCE, COUNCILORS CHRISTIE HAWKINS,
KEVIN CLARK AND TIM HARDIN
ABSENT: VICE MAYOR AMY DZIALOWSKI

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

Boy Scout Troop 888 led the audience in the Pledge of Allegiance.

3. CONSENT DOCKET

- a. Approve FY24 extension agreement with Cross Timbers Landscape, LLC for landscape maintenance at City owned locations
- b. Approve FY24 extension agreement with OnCue Marketing, LLC for fuel for city vehicles
- c. Approve bid award to Johnson Controls in the amount of \$84,441.96 for maintenance of HVAC system at the Municipal and Stillwater Police Department buildings
- d. Approve bid award to Anago in the amount of \$58,387.92 for janitorial services at 15 City owned facilities
- e. Approve engagement with OMAG for FY24 property and casualty needs in the amount of \$713,873 and Stillwater Regional Airport liability in the amount of \$9,722
- f. Approve FY24 Collective Bargaining Agreement with International Association of Firefighters Local #2095

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

4. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

There were no requests to speak on agenda items not scheduled for public hearing.

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. PUBLIC HEARINGS

- a. Receive public comment regarding a request from Jerrod Foutes/Vertical Bridge for a Specific Use Permit to allow a cell tower at 1730 N Jardot Road

City Planner Jacquelyn Porter reported that staff is requesting to table this item to the July 10, 2023 City Council meeting.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO TABLE THIS ITEM TO THE JULY 10, 2023 CITY COUNCIL MEETING.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

- b. Receive public comment regarding a request for a Map Amendment for the properties located at 1017 & 1109 W 9th Avenue, 1022, 1024, 1104, 1110, 1122, & 1124 W 10th Avenue, and 920 through 924 S Jefferson Street from Small Lot Single-Family Residential District (RSS) to Two-Family Residential District (RT)

City Planner Jacquelyn Porter reported that the applicant is requesting review and approval of a Map Amendment to rezone the above listed properties. The current zoning is Small Lot Single-Family Residential District (RSS) with similar zoning surrounding the property. Ms. Porter stated that the applicant has indicated the desire to demolish the current structures and develop the subject properties with duplexes. The rezoning would create nonconforming lots in Two-Family Residential District.

Mayor Joyce opened the public hearing.

Stephen Gose, 113 E. 8th Avenue, spoke of behalf of the applicant.

Ariel Ross, 1221 W. 9th Avenue, expressed her concern that there are not more questions from the residents in this historically black neighborhood. She feels these people will lose their homes.

Cory Williams, 621 S. Husband, stated that he is the applicant for the rezoning. He reported that he plans to work at relocating the current tenants to adequate facilities and will honor current leases.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval with a vote of 5-0.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR PROPERTIES LOCATED 1017 & 1109 W. 9TH AVENUE, 1024, 1104, 1110, 1122 & 1124 W. 10TH AVENUE AND 920 THRU 924 S. JEFFERSON STREET FROM SINGLE FAMILY SMALL LOT RESIDENTIAL (RSS) TO TWO-FAMILY RESIDENTIAL (RT) DISTRICT.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

7. GENERAL ORDERS

- a. Consider approval of budget amendments transferring \$4,151,028 from the General Fund to the City Capital Fund

Finance Director Christy Cluck reported that new City capital projects were prioritized during the FY23 budget development process, but most have been on hold due to lack of funding. \$2.4 million in projects remain on the original project priority list, and \$1.1 million in roof projects have been added since

development of the original list. Ms. Cluck stated that on April 17, 2023, the City Council approved budget amendments to move transportation projects appropriated in the General Fund and City Capital Fund to the Transportation Sales Tax Fund. This action created an unappropriated fund balance in the General Fund of \$4,151,028. She stated that staff's recommendation is to transfer \$4,151,028 from the General Fund to the City Capital Fund for use on City capital projects. City staff has begun the process to update the City capital project list to reflect current capital needs of City departments. Ms. Cluck stated that staff will return to Council at a future meeting to request appropriation of City Capital Fund dollars to specific capital projects.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO APPROVE BUDGET AMENDMENTS TRANSFERRING \$4,151,028 FROM THE GENERAL FUND TO THE CITY CAPITAL FUND.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

- b. Consider approval for Stillwater Police Department to purchase six police pursuit vehicles on State Contract SW035 and approval of the related budget amendment appropriating \$400,000 from the City Capital Fund for the purchase

Police Chief Jeff Watts reported that the Stillwater Police Department (SPD) has a need to replace aging, and costly to maintain police units. However, new police units are in short supply. He stated that Bob Howard Chrysler Jeep Dodge has a small supply of police vehicles available for purchase on State Contract SW035. SPD is seeking approval to purchase the following on State Contract SW035:

- ✓ Two 2023 Dodge Charger Police Pursuit Vehicles: \$72,396
- ✓ Four 2023 Dodge Durango Police Pursuit units: \$169,340
- ✓ Outfitting for six police units: \$158,586
- ✓ Six Watchguard camera systems \$42,000

Total cost: \$442,322

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE PURCHASE OF SIX POLICE PURSUIT VEHICLES ON STATE CONTRACT SW035 AND THE RELATED BUDGET AMENDMENT APPROPRIATING \$400,000 FROM THE CITY CAPITAL FUND.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

- c. Consider amendment to Owner/Engineer Agreement with Olsson, Inc. in an amount of \$235,000 for engineering professional services related to the Airport Industrial Arterial Road improvements and connection with the Stillwater Regional Airport new terminal building, related budget amendment appropriating \$235,000 for engineering services, and authorize Interim City Manager to sign related documents

Deputy City Manager Melissa Reames reported that the design for a new airport terminal is progressing and the construction manager will be bidding to subcontractors in summer 2024. The environmental clearances necessary for Hargis Road re-alignment have stalled progress on the project. She stated that in order for new airport terminal construction to proceed, a parking access road must be constructed. Adequate parking during new terminal construction and utility relocations conforming to the airport master plan layout are needed. Ms. Reames reported that Olsson has provided City staff with a proposal for design and construction services related to a new terminal parking lot, associated parking access road, geotechnical bores, survey of the complete construction site and designing utility relocations. The scope includes design for parking lot and parking access road layout. The parking

access road will be used as the airport traffic bypass route during construction. Ms. Reames stated that the fee for Olsson's amendment is \$205,140. An additional appropriation of \$235,000 is necessary for the recommended action to cover design, bid phase support, subcontracts, construction administration services and contingency (\$29,860) for the above services.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO APPROVE AMENDMENT TO OWNER/ENGINEER AGREEMENT WITH OLSSON, INC. IN AN AMOUNT OF \$235,000 FOR ENGINEERING PROFESSIONAL SERVICES RELATED TO THE AIRPORT INDUSTRIAL ARTERIAL ROAD IMPROVEMENTS AND CONNECTION WITH THE STILLWATER REGIONAL AIRPORT NEW TERMINAL BUILDING, RELATED BUDGET AMENDMENT APPROPRIATING \$235,000 FOR ENGINEERING SERVICES, AND AUTHORIZE INTERIM CITY MANAGER TO SIGN RELATED DOCUMENTS.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

8. RESOLUTIONS

- a. Resolution No. CC-2023-18: A resolution acknowledging City Council authorization and approval for the submission of an application for Fiscal Year 2023 Bureau of Justice Assistance Patrick Leahy Bulletproof Vest Partnership Program (BVP) for bulletproof protective vests for the Stillwater Police Department

Grants Manager Shelly Crynes reported that bulletproof vests typically are replaced on a five year cycle. They do not last forever and are prone to lose their integrity for many different reasons including being struck by a bullet or edged weapon, or simply from normal wear and tear over time. The City of Stillwater Police Department enforces a mandatory wear policy and has identified a need for new bulletproof protective vests to replace those that have reached the end of their five year vest replacement cycle. Ms. Crynes stated that the Patrick Leahy Bulletproof Vest Partnership (BVP) Program, created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative administered by the Office of Justice Programs, Bureau of Justice Assistance that is designed to provide bulletproof vests to state and local law enforcement. Staff proposes submitting a grant application to the BVP Program for funding to purchase vests for the Stillwater Police Department. Ms. Crynes reported that the amount being requested with the grant application is \$75,650. The anticipated cost share under the BVP Program grant is \$37,825 from BVP and City of Stillwater 50% local match of \$37,825. Resolution CC-2023-18 authorizing the grant submission and matching funds is on the agenda for adoption.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2023-18 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

- b. Resolution CC-2023-19: A resolution of the City Council approving Stillwater Regional Airport budget amendments reflecting the receipt and appropriation of grant funds for the payment of a remaining balance for the purchase of snow removal equipment at Stillwater Regional Airport through FAA Grant 3-40-0090-037-2022

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2023-19 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

9. ORDINANCES

a. First Reading

Ordinance 3523: An ordinance closing a portion of the 16-foot water easement of Lot 3, Block 2, The Sticks, an addition to the City Of Stillwater, Payne County, Oklahoma, near property addressed as 119 East Tyler Avenue

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3523 TO SECOND READING.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

10. APPOINTMENTS

a. Appointment of Engineer David Barth and Engineer Tech Ethan Mattox as staff liaisons to the Bicycle Pedestrian Ad Hoc Advisory Committee

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO APPOINT ENGINEER DAVID BARTH AND ENGINEER TECH ETHAN MATTOX AS STAFF LIAISONS TO THE BICYCLE PEDESTRIAN AD HOC ADVISORY COMMITTEE

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

11. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:

- i. Request for Executive Session pursuant to 25 O.S. §307 (B)(2) to discuss labor negotiations with Fraternal Order of Police Lodge #102.
- ii. Request for an Executive Session pursuant to 25 O.S. § 307(B)(4) involving confidential communication between the City Council and City Attorney concerning Darrell Dougherty vs. City of Stillwater, et al, CJ-2021-19 and Darrell Dougherty v. City of Stillwater, CJ-2023-3. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

b. Miscellaneous items from the City Manager:

- Interim City Manager Brady Moore congratulated the Stillwater Electric Utility department upon recent recognitions for their excellence to standards and service. The department was recently named a finalist in the American Public Power Association's 2022 Safety Awards of Excellence, in recognition of their safety record and incident-free records. They also placed third in a category based on number of hours all utility employees worked Jan. 1 to Dec. 31 of 2022. Almost 300 utility departments from across the U.S. participated in the annual APPA Engineering and Operations Awards and Conference.
- Interim City Manager also congratulated Utility Director Loren Smith, upon being selected as Chairman of the Oklahoma Municipal Utility Services Association, an organization that provides administrative and operational support to Municipal Electric Systems of Oklahoma members.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that the City is accepting applications for citizen representatives to serve on various committees including Board of Adjustment and Planning Commission. These committees are essential for increased

development and infrastructure projects within our community. If anyone would like to get involved in their local government and help make Stillwater even greater, please consider serving on one or more of these committees. For more information and to apply online, go to: Stillwater.org/citizenboards.

- Councilor Clark announced that this weekend, June 16 and 17, will be Stillwater's first "Dancing Turtle: Interactive Celebration of the Arts" at the Stillwater Community Center and in other areas downtown. This free, family event provides all residents and patrons with entertainment, performing arts, visual arts, multiple vendors, variety of music performers, and much more. For more information about the event, follow Dancing Turtle on Facebook or go online to: sccfoundation.org/dancingturtle
- Councilor Hawkins announced that beginning today, all lanes of traffic are closed on W. 12th Avenue between south Duncan and Duck streets. The full street closure will last approximately five weeks and is for construction to help mitigate flooding and drainage issues. Flooding in this area has been a concern for several years and it creates hazardous driving conditions. Motorists are asked to pay careful attention when driving in the area and to take alternate routes if possible.
- Mayor Joyce stated that Stillwater Community United will be celebrating Juneteenth at Southern Woods Park this Saturday, June 17 from 11 a.m. to 1 p.m. All community members are invited to gather for games, music, free food and drinks, and entertainment for the whole family. City Hall will be closed in observance of Juneteenth on Monday, June 19. Trash and recycling will be collected as usual, but not yard waste.
- Mayor Joyce invited residents to save the date and celebrate Independence Day with Stillwater's Boomer Blast Firework Show on Tuesday, July 4 at Boomer Lake Park. Enjoy area vendors and food trucks beginning at 6 p.m. and the firework show at 9:30 p.m. Vehicles are not allowed inside Boomer Lake Park during the event, but free parking will be available at Stillwater High School stadium and Cimarron Plaza.
- i. Discussion about scheduling items for future meetings.

12. EXECUTIVE SESSION

- a. Confidential communication to discuss labor negotiations with Fraternal Order of Police Lodge #102.
- b. Confidential communication regarding pending litigation concerning Darrell Dougherty vs. City of Stillwater, et al, CJ-2021-19 and Darrell Dougherty v. City of Stillwater, CJ-2023-3.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:15 P.M.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

Stillwater City Council meeting recessed at 6:15 p.m. to convene Stillwater Economic Development Authority meeting.

Stillwater City Council reconvened at 7:31 p.m.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ENTER INTO EXECUTIVE SESSION AT 7:32 P.M.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

13. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 9:06 P.M.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

- a. Possible action regarding labor negotiations with Fraternal Order of Police Lodge #102.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO DIRECT STAFF TO PROCEED AS DISCUSSED WITH FRATERNAL ORDER OF POLICE LODGE #102 NEGOTIATIONS.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

- b. Possible action regarding pending litigation concerning Darrell Dougherty vs. City of Stillwater, et al, CJ-2021-19 and Darrell Dougherty v. City of Stillwater, CJ-2023-3.

No action was taken on this item.

14. QUESTIONS AND INQUIRIES

None.

15. ADJOURN

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE JUNE 12, 2023 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

The June 12, 2023 regular meeting of the Stillwater City Council adjourned at 9:07 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED JUNE 9, 2023 AT 11:40 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
JUNE 12, 2023
7:32 P.M.**

**PRESENT: MAYOR WILLIAM H. JOYCE, COUNCILORS CHRISTIE HAWKINS,
KEVIN CLARK AND TIM HARDIN
ABSENT: VICE MAYOR AMY DZIALOWSKI**

- a. Confidential communication to discuss labor negotiations with Fraternal Order of Police Lodge #102.

Discussion was held regarding labor negotiations with Fraternal Order of Police Lodge #102 pursuant to 25 O.S. §307 (b)(2).

- b. Confidential communication regarding pending litigation concerning Darrell Dougherty vs. City of Stillwater, et al, CJ-2021-19 and Darrell Dougherty v. City of Stillwater, CJ-2023-3.

Discussion was held regarding pending litigation concerning Darrell Dougherty vs. City of Stillwater, et al, CJ-2021-19 and Darrell Dougherty vs. City of Stillwater, CJ-2023-3.

The Executive Session concluded at 9:06 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JUNE 22, 2023 AT 11:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
SPECIAL MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 26, 2023

PRESENT: MAYOR WILLIAM H. JOYCE, COUNCILORS CHRISTIE HAWKINS,
KEVIN CLARK AND TIM HARDIN
ABSENT: VICE MAYOR AMY DZIALOWSKI

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 12:00 p.m.

2. CONSENT DOCKET

- a. Approval of the FY23-24 Collective Bargaining Agreement with the Fraternal Order of Police Lodge #102

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

3. ITEMS REMOVED FROM CONSENT DOCKET

None.

4. ADJOURN

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADJOURN THE JUNE 26, 2023 SPECIAL MEETING OF THE STILLWATER CITY COUNCIL.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

The June 26, 2023 special meeting of the Stillwater City Council adjourned at 12:01 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3b. CC-23-111
Prior Council Action/Related Items:	CC-13-74 Authorization for PSA with BKL for design services to replace the Husband St. Bridge. CC-18-113 Authorization for additional funding for the construction of the Husband St. Bridge Project CC-22-22 Award Construction Contract to Lopp Construction CC-22-23 3rd St. Bridge Construction (includes Budget Revision from Husband St. Bridge to 3rd Ave. Bridge construction) CC-22-31 Accept temporary construction easements for Husband St. Bridge CC-22-179 Award of Husband St. Bridge Drilled Pier Installation Contract to Lopp
Issue:	• September 5, 2013, a Bridge Maintenance and Improvement Project Professional Service Agreement (PSA) was awarded to BKL, Inc. to develop plans and specifications for maintenance of the six bridges including the Husband Street Bridge. During the design process, it was determined that the bridge was in need of replacement. Delays to the project occurred over the years due to various issues resulting in engineering amendments. • October 2018, a Council recommendation was approved for the Husband Street. Bridge Project for estimated expenditures of \$1,564,000. After budget balancing and a Council approved budget revision of \$100,000 to the 3rd Street Bridge Project account, the current total project expenditure limit is \$1,341,000. • The Husband Street Bridge Construction Project was bid in January 2022 and awarded to Lopp in February 2022. Construction commenced in June 2022. • Delays occurred during construction when rock was not encountered at an elevation indicated in the geotechnical report resulting in a substructure design that was no longer suitable for the bridge. • The substructure of the bridge was redesigned to include drilled piers. The drilled pier contract was awarded in October 2022. Construction of the piers

	was delayed while franchise utilities cleared the area where the bridge piers were to be installed. • Construction of the drilled piers began in February 2023 and was completed in March 2023, at which point the original construction project started up again. • BKL's construction administration budget is fully spent with additional work pending due to the following issues: ○ Construction significant event observations ○ Bridge construction submittal review ○ Increased time for progress onsite meetings and inspection services for significant events related to construction observations • The material testing budget for the project was established in 2018 and is nearly spent with additional testing still needed for construction.
Solution:	• Staff has negotiated a new amendment with BKL to cover the additional construction administration and inspection services, which includes the work of their subcontract bridge engineer. The total contract amendment amount is \$11,885. • Staff has estimated additional construction testing services to be \$15,000. • Staff are evaluating a change order request made by Lopp for additional costs related to the project.
Financial Impact/Funding Source(s):	Funds for the recommended action are available in the Transportation Sales Tax Fund.
Strategic Plan Alignment:	#3 Safe Community: To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care. #4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings, and public systems (such as transportation, utilities and parks) that best serve the needs of the public.
Recommended Action/Motion:	Motion to: • Authorize an increase of \$159,000 in expenditures for the Husband Street Bridge Project for design, testing, construction, claims and contingency for a new total Husband Street Bridge Project authorization of \$1,500,000; • authorize the Interim City Manager to sign Amendment 8 to the PSA with BKL for an amount of \$11,885; and

	• approve budget amendment appropriating an additional \$159,000 from the Transportation Sales Tax Fund to complete the project.
Prepared By:	Andy Doerflinger, Engineering Manager
Reviewed By:	Candy Staring, Engineering Director Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment:	Amendment 8 to BKL Contract Budget Amendment

T.O. 3 - AMENDMENT NO. 8 TO OWNER-ENGINEER AGREEMENT**Subject of Amendment: TO3-19TR05 Additional Construction Phase Services****1. Background Data:**

- a. Effective Date of OWNER-ENGINEER Agreement: Sept. 6, 2013
- b. OWNER: City of Stillwater
- c. ENGINEER: BKL
- d. Project: TO3 14TR03 - C / 19TR05 Husband Street Bridge

2. Nature of Amendment:

Additional Services to be performed by Engineer to provide inspection and construction phase services.

3. Description of Modifications:

Additional work associated with the Husband St. Bridge construction administration effort for various issues including 1) construction significant event observations; 2) bridge construction submittal review; 3) increased time for progress meetings, project coordination; and on-site inspections.

4. Agreement and Amendment Summary

Original Agreement	\$	122,555.00
Prior Amendments	\$	66,790.72
Current Total Agreement	\$	189,345.72
<u>Contract Amendment No. 8</u>	\$	<u>11,885.00</u>
New Total Agreement	\$	201,230.72

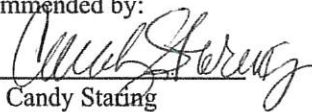
OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

Recommended by:

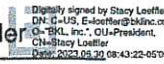
ENGINEER:

OWNER:

By:


Candy Staring

By:


Stacy Loeffler
Stacy Loeffler

By:

Brady Moore

Title: Engineering DirectorTitle: PresidentTitle: Interim City ManagerDate Signed: 6/30/2023Date Signed: 6/30/2023

Date Signed: _____



Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 07/05/2023

Department: Transportation

Requested by: Candy Staring CC-23-111

Explanation:

Expenditures:
Appropriate funds for design, testing, and construction of Husband street bridge.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Bridge - Husband over Boomer Crk	2604035 - 54009	19TR05260	\$ 0	\$ 159,000	\$ 159,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 159,000

Reviewed by Department Manager: Candy Staring

Date: 2023 July 5

Reviewed by Finance: Christy Cluck

Date: 7-5-2023

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3c. CC-23-104
Prior Council Action/Related Items:	CC-13-74: Authorization for PSA with BKL for 3rd Ave. Bridge Engineering Services CC-18-113 Authorization for additional funding for the design and construction of the 3rd Ave. Bridge Project CC-22-23 Bid award to OBC 3rd Ave. Bridge construction.
Issue:	• September 5, 2013 a Bridge Maintenance and Improvement Project Professional Service Agreement (PSA) was awarded to BKL, Inc. to develop plans and specifications for the reconstruction and widening of the bridge on 3rd Avenue over Boomer Creek. Delays to the Project occurred over the years due to various issues. Previous amendments have been executed for increases caused by delays. • The 3rd Ave. Bridge Construction Project was bid in January 2022 and awarded to Oklahoma Bridge Company (OBC) in March 2022. Construction commenced in June 2022. • Delays occurred during construction due to private utility relocation oversights and repeat work, which impacted both BKL and OBC. • BKL's construction administration budget is fully spent with remaining work pending due to the following issues: ✓ Delays in advertising the project have resulted in higher than budgeted labor costs. ✓ Delays during construction due to utility conflicts have resulted in additional meetings, site visits, alternative evaluations and overall coordination efforts with the full project team. ✓ Additional submittal reviews. ✓ Additional onsite meetings and inspection services for significant events related to construction observation. • The material testing budget for the project was established in 2018 and is nearly spent with additional testing still needed for construction.

Solution:	• Staff has negotiated a new amendment to cover the additional construction administration and inspection services with BKL, which includes the work of their subcontract bridge engineer. The total contract amendment amount is \$49,429. • The Project has additional construction testing service needs for which Staff estimate a cost of \$20,000. • Staff are evaluating delay claims made by OBC, and are in the process of review, legal discussions and final negotiations.
Financial Impact/Funding Source(s):	Funds for the recommended action are available in the Transportation Sales Tax Fund.
Strategic Plan Alignment:	#3 Safe Community: To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care. #4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings, and public systems (such as transportation, utilities and parks) that best serve the needs of the public.
Recommended Action/Motion:	Motion to: • approve an increase in 3rd Ave. Bridge Project funding authorization for design, testing, construction and an additional 0.5% total project contingency for a new total project authorization of \$3,480,000; • authorize the City Manager to sign Amendment 7 to the PSA with BKL for an amount of \$49,429; and • approve budget amendment to appropriate an additional \$231,829 from the Transportation Sales Tax Fund to complete the Project.
Prepared By:	Andy Doerflinger, Engineering Manager
Reviewed By:	Candy Staring, Engineering Director Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment:	Amendment 7 to BKL Professional Services Agreement Budget Amendment

T.O. 4 - AMENDMENT NO. 7 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: TO4 Additional Construction Phase Services – 3rd Street bridge over Boomer Creek

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: Sept. 6, 2013
- b. OWNER: City of Stillwater
- c. ENGINEER: BKL
- d. Project: TO4 14TR03 – C / 19TR04 3rd Avenue Bridge

2. Nature of Amendment:

Additional Services to be performed by Engineer to provide inspection and construction phase services.

3. Description of Modifications:

Additional work associated with the 3rd St. Bridge construction administration effort for various issues including 1) unforeseen construction conflicts associated with three (3) relocations of a communication line; 2) conflicts associated with SL at west end of project; 3) excessive number of beam haunches submittal reviews; 4) adding final walk-through time for bridge engineer; 5) increased amount of time for progress meetings, project coordination; submittal reviews and on-site inspections.

4. Agreement and Amendment Summary

Original Agreement	\$	150,151.00
Prior Amendments	\$	42,000.00
Current Total Agreement	\$	192,151.00
<u>Contract Amendment No. 7</u>	\$	49,429.00
New Total Agreement	\$	241,580.00

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

Recommended by:

By: Candy Staring
Candy Staring

ENGINEER:

By: Stacy Loeffler
Stacy Loeffler

OWNER:

By: Brady Moore
Brady Moore

Title: Engineering Director

Title: President

Title: Interim City Manager

Date Signed: 6/30/2023

Date Signed: 6/30/2023

Date Signed: _____



Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 06/30/2023

Department: Transportation

Requested by: Candy Staring CC-23-104

Explanation: Expenditures:
Appropriate funds for design, testing, and construction of 3rd street bridge.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	3rd Street Bridge	2604035 - 54009	19TR04260	\$ 0	\$ 231,829	\$ 231,829
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 231,829

Reviewed by Department Manager: Candy Staring

Date: 6/30/2023

Reviewed by Finance: Christy Clark

Date: 6-30-2023

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3d. CC-23-110
Prior Council Action/Related Items:	Prior actions for the Airport Industrial Access Road (AIAR) waterline relocation project include: • May 9, 2016: Professional Services Agreement (PSA) with Olsson Associates for Preliminary Engineering Study for the AIAR. • CC-18-119 AIAR Alignment, Transportation Corridor, Consultants and Appropriation of Funds • SUA-20-32 Professional Services Agreement (PSA) with Olsson Associates for design of water line relocation • SUA-21-40 Bid Award AIAR Waterline Relocation to Wick Excavating.
Issue:	• December 10, 2021 the Contractor for AIAR Waterline Relocation project encountered undocumented landfill material during waterline excavation. Construction of the waterline was suspended and the material was evaluated. • An alternative trench design was determined to be the best solution to complete the waterline. • Staff determined that the disposal of the stockpiled spoils material should be completed under a separate project to comply with the Competitive Bidding Act. • The spoils were tested to determine if it was classified as special or hazardous waste. The material, with the exception of tires, was determined to be special waste, and could be disposed of in a conventional landfill.
Solution:	• Staff evaluated options for landfills to receive the spoils materials. These fees for the landfill will be paid directly by the City to the landfill and the Contractor will be responsible for hauling the material to the landfill. • Davis Sanitation Services, Republic Services and Ponca City Landfill were compared to determine the best option. • The best overall option for the City was found to be Republic Services located about six miles from the project site with a cost per ton of \$41.84 for a total estimated cost of \$58,871. • A bid package for hauling the spoils material to the Republic Services landfill was prepared and advertised through the City's online bidding portal on May 13, 2023.

	• A Pre-Bid Meeting was held on May 26, 2023. Four prospective bidders attended the meeting. • Five bids were received and were opened on June 7, 2023. <table> <tr> <th>Bidder</th><th>Bid Amount</th></tr> <tr> <td>Danny Wick Excavating, LLC</td><td>\$40,478.60</td></tr> <tr> <td>Kerns Construction, Inc.</td><td>\$54,382.00</td></tr> <tr> <td>Marsau Enterprise, Inc</td><td>\$29,012.00</td></tr> <tr> <td>RK+ R Dozer Service</td><td>\$29,261.48</td></tr> <tr> <td>MK Excavation, LLC</td><td>\$25,351.20</td></tr> </table> • Staff reviewed the bid packages and found MK Excavation, LLC to be the lowest responsive bidder. • Staff recommends that the contract for the hauling of the spoils be awarded to MK Excavation, LLC.	Bidder	Bid Amount	Danny Wick Excavating, LLC	\$40,478.60	Kerns Construction, Inc.	\$54,382.00	Marsau Enterprise, Inc	\$29,012.00	RK+ R Dozer Service	\$29,261.48	MK Excavation, LLC	\$25,351.20
Bidder	Bid Amount												
Danny Wick Excavating, LLC	\$40,478.60												
Kerns Construction, Inc.	\$54,382.00												
Marsau Enterprise, Inc	\$29,012.00												
RK+ R Dozer Service	\$29,261.48												
MK Excavation, LLC	\$25,351.20												
Financial Impact/Funding Source(s):	• City Council has previously approved \$144,000 from Transportation Sales Tax for utility relocations associated with AIAR Project with \$135,855 remaining.												
Strategic Plan Alignment:	#4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.												
Recommended Action/Motion:	Motion to award the bid for hauling of the spoils to MK Excavation, LLC in the amount of \$25,351.20, authorize the Interim City Manager to execute the contract, authorize the Interim City Manager to execute an agreement with Republic Services to accept the spoils at an estimated disposal total cost of \$58,871 for a total of \$97,000 in construction and waste disposal expenditures, which includes approximately 15% in contingency.												
Prepared By:	Andy Doerflinger, Engineering Manager												
Reviewed By:	Candy Staring, Director of Engineering Patti Osmus, Assistant to City Manager												
Submitted By:	Brady Moore, Assistant to City Manager												



Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 06/13/2023

Department: Finance

Requested by: Christy Cluck

Explanation:

Expenditures:

Increase the transfer-out from the Visitor Tax Fund to SEDA to fund the Visit Stillwater contract.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer-out	1500000 - 71000		\$ 975,000	\$ 145,000	\$ 1,120,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 145,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3f. CC-23-105
Prior Council Action/Related Items:	Prior actions for the West College Phase 2, Eyler and Manhole Rehabilitation Project (Project) include: • SUA-18-40 Professional Services Agreement (PSA) with RJN for design • SUA-21-13 Amendment 1 to RJN PSA • CC-18-61 Master Services Agreement (MSA) with Keystone • SUA-22-24 Budget Amendment appropriating funds for easement acquisition • CC-22-141 Acceptance of Easements
Issue:	• The West College, Eyler and Manhole Rehabilitation Project will replace portions of the sanitary sewer system south of University Avenue and West of Jefferson Street. • The new sanitary sewer lines will require nearly 200 easements and rights-of-entry from 96 land owners. To date, about 22% of the easements have been acquired.
Solution:	Staff has completed land owner negotiations for the required easements listed below: • Katherine J. and Jackie W. Morris 311 S. Eyler Ln. Permanent Sewer Line Easement • Beta Zeta Alumnae Corp. 1323 S. University Ave. Permanent Sewer Line Easement • Delta Sigma House Corp. of Kappa Kappa Gamma 1212 W. 4th Ave. Permanent Sewer Line Easement • Delta Sigma House Corp. of Kappa Kappa Gamma 1211 W. 3rd Ave. Temporary Construction Easement • Beta Theta Phi Building Corp. 1207 W. University Ave. Permanent Sewer Line Easement

- Temporary Construction Easement
- Powell Warren Cooke
301 S. Kings St.
Permanent Sewer Line Easement
- Stephen Chilton
1009 S. Gray St.
Permanent Sewer Line Easement
Temporary Construction Easement
- Lease Family Properties, LLC
411 S. Monroe
Permanent Sewer Line Easement
- James W. & Karen B. Vandergrift
1018 S. Stanley St.
Permanent Sewer Line Easement
Temporary Construction Easement
- Nolan Dee Autry
1002 S. Stanley St.
Permanent Sewer Line Easement
Temporary Construction Easement
- Laren and Diana Field, Co-TTEE
1015 S. Gray St.
Permanent Sewer Line Easement
Temporary Construction Easement
- Darrel J. and Marcella J. Edzards
1124 S. Stanley St.
Permanent Sewer Line Easement
- The Fraternity of Phi Gamma Delta, Inc.
1123 W. University Ave.
Temporary Construction Easement
- Serenity Estates, LLC
1022 S. Stanley St.
Permanent Sewer Line Easement
Temporary Construction Easement
- Amanda Barladi
408 S. Willis
Temporary Construction Easement
- NU Chapter of Kappa Delta Sorority, Inc.
323 S. Cleveland St.
Permanent Sewer Line Easement
- Stephen H. and Helen L. Duer
1719 W. 3rd Ave.
Permanent Sewer Line Easement

Financial Impact/Funding Source(s):

Funds are appropriated from the Wastewater Fund for easement purchases for this Project.

Related Strategic Priority:	#4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.
Recommended Action/Motion:	Motion to accept the permanent and temporary sewer easements listed above that are required for the West College, Eyler and Manhole Rehabilitation Project, and authorize the Mayor to execute the easement documents.
Prepared By:	Jim Scott, Acquisition Tech Andy Doerflinger, Engineering Manager
Reviewed By:	Candy Staring, Engineering Director Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3g. CC-23-106
Prior Council Action/Related Items: (Hyperlinks Or PDF)	SUA-20-31 Professional Services Agreement (PSA) for College Gardens SUA-21-14 Amendment to PSA for east half of 6th Ave. CC-22-103 Amendment 2 to PSA for Monticello
Background / Issue:	• September 14, 2020 SUA Trustees authorized the General Manager to execute a professional services agreement (PSA) with Kimley Horn & Associates (KH&A) to design the College Gardens Project. This project includes improvements to water and sewer lines in the area generally bound by University, Admiral and Western Avenues and University Circle. • During the planning for the FY20 Pavement Management Program (PMP), Monticello Drive was included for reconstruction. KH&A was asked to expedite the water and sewer plans along Monticello, and subsequently asked to design the realignment of Monticello Drive. Contract Amendment No. 2 (A2) with KH&A was executed. • The reconfigured roadway and water and sewer relocations require right of way, permanent and temporary construction easements acquisition from property owners.
Proposal/Solution:	Staff has completed land owner negotiations for the below easements and right-of way required for the project. ▪ McCollom Family Partners 158 S. Monticello Permanent Water Line Easement Temporary Construction Easement Warranty Deed
Financial Impact/Funding Source(s):	Funding was previously appropriated by SUA for College Gardens easement acquisition.

Related Strategic Priority:	#4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.
Recommended Action/Motion:	Motion to accept the listed easements and right of way required for the College Gardens and Monticello Projects, and authorize the Mayor to execute the easement documents and warranty deed.
Prepared By:	Jim Scott, Easement Acquisition Andy Doerflinger, Engineering Manager
Reviewed By:	Candy Staring, Engineering Director Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3h. CC-23-107
Background / Issue:	• Mark C. Warde (owner) is proposing outdoor patio dining and projecting signs for the future location of Finnegan's Pub addressed as 704 S. Main Street/105 W 7th Avenue. • The proposed patio dining will be on the north side of the structure on the sidewalk. The right-of-way easement starts along the north side of the structure, making the patio project into the right-of-way 8 feet. The dimensions of the proposed patio is 40 by 51 feet 6 inches. • The projecting signs and existing awnings are located on the east and north sides of the structure over the side walk approximately 9 feet. The existing awning on the north side is projecting into the right-of-way approximately 10 feet along the north 51 feet 6 inches of the building frontage. A 25 by 32.5 feet sign will project from the existing awning 30 inches. The existing awning on the east side is projecting into the right-of-way approximately 10 feet along the east 25 feet of the building frontage. A 25 by 32.5 feet sign will project from the existing awning thirty inches.
Proposal/Solution:	This Encroachment Agreement and Release of Liability (EARL) is an agreement between the City of Stillwater and current property owners of Mark C. Warde to allow the construction and maintenance of an outdoor dining patio, awnings and signs projecting into right-of-way.
Financial Impact/Funding Source(s):	None
Related Strategic Priority:	#5: Unique Culture. To cultivate partnerships that enhance the unique spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy and business atmosphere.

Recommended Action/Motion:	Motion to approve Encroachment Agreement and Release of Liability for 704 South Main Street/105 West 7th Avenue and authorize the Interim City Manager to execute the agreement.
Prepared By:	Jacquelyn Porter, City Planner
Reviewed By:	Joshua Brown, Project Manager Jeff Mathews, Community Development Director Patti Osmus, Assistant to City Manager
Submitted by:	Brady Moore, Interim City Manager
Attachment(s):	Encroachment Agreement and Release of Liability Exhibit Plans

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY
(Permission to Encroach)

This Encroachment Agreement and Release of Liability for an encroachment on a Public Property/Easement/Right-of-Way is entered into by and between the City of Stillwater, an Oklahoma municipality (City), and Mark C. Warde, (Owner).

The City owns public property, an easement and/or right-of-way across, upon or adjacent to Owner's property. Owner's property is more particularly described as:

The West 50 feet of the East 100 feet of Lot One (1), all of Lot Two (2) in Block Twenty-eight (28), ORIGINAL TOWN, now City of Stillwater, Payne County, State of Oklahoma

Also known as:

Finnegan's Pub at 704 South Main Street/105 West 7th Avenue, Stillwater, OK

Owner requests permission to construct and maintain a structure or other encroachment, namely a black metal fence surrounding an outdoor seating area approximately 8ft x 40ft immediately adjacent and attached to the West 7th Avenue building frontage upon a portion of the public property/easement/right-of-way on or adjacent to said property, described as:

North side of the build along the West 7th Avenue sidewalk leaving 6 feet for ADA compliance width for the sidewalk. It will be approximately 8 feet from the property line/structure and 40 feet along the 51 feet and 6 inches length of sidewalk.

The City grants to Owner permission to construct and maintain the requested structure or encroachment on the above-described portion of public property/easement/right-of-way.

The Owner shall not construct or permit additional encroachments upon the public property/easement/right-of-way, and shall not alter, improve, replace or add to the permitted encroachment without prior written permission of the City.

The City reserves the right to require Owner to remove all encroachments from the applicable public property/easement/right-of-way at any time in the event that the encroached upon public property/easement/right-of-way is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages** against the City of Stillwater, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the

encroachment upon the above described public property/easement/right-of-way.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner also agrees to **indemnify, defend (at the City's option), and hold harmless** the City, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature** directly or indirectly arising out of or in connection with the encroachment upon the above described public property/easement/right-of-way.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner also agrees to **reimburse City for any direct or indirect costs or expenses** that the City may incur as a direct or indirect result of any encroachment upon the above-described property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above property/easement/right-of-way.

OWNER UNDERSTANDS THE PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS ASSOCIATED WITH THIS AGREEMENT, AND OWNER AGREES TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Stillwater, Oklahoma will rely on this statement, the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Stillwater, Oklahoma, its citizens, employees, officers, agents, and assigns.

The Owner shall not assign this agreement without the prior written consent of the City, which shall not be unreasonably withheld.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

Mark E Wardle

Property Owner's Full Legal Name

Property Owner's Signature

 Owner

Title/Office of Signatory

State of Oklahoma)
) ss.
County of Payne)

On this 26th day of June, 2023 before me personally appeared Mark C. Warde, known to me to be the person(s) named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**, and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.


My Commission Expires _____

Cynthia J. Gibson
Notary Public

APPROVED by the City Council of the City of Stillwater, Oklahoma on: _____, 2023.

CITY OF STILLWATER, a municipal corporation

By: _____
Mayor

ATTEST:

APPROVED:

City Clerk

City Attorney

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY
(Permission to Encroach)

This Encroachment Agreement and Release of Liability for an encroachment on a Public Property/Easement/Right-of-Way is entered into by and between the City of Stillwater, an Oklahoma municipality (City), and Mark C. Warde, (Owner).

The City owns public property, an easement and/or right-of-way across, upon or adjacent to Owner's property. Owner's property is more particularly described as:

The West 50 feet of the East 100 feet of Lot One (1), all of Lot Two (2) in Block Twenty-eight (28), ORIGINAL TOWN, now City of Stillwater, Payne County, State of Oklahoma

Also known as:

Finnegan's Pub at 704 South Main Street/105 West 7th Avenue, Stillwater, OK

Owner requests permission to construct and maintain a structure or other encroachment, namely two projecting signs and awning one on the West 7th Avenue building frontage and another on South Main Street building frontage upon a portion of the public property/easement/right-of-way on or adjacent to said property, described as:

An existing awning and projecting sign along the West 7th Avenue. The awning extends a maximum of approximately 10 feet from the structure along the North 51 feet 6 inches of the building frontage. The 25 inch by 32.5 inch projecting sign will project 30 inches from the awning and approximately 9 feet above the ground.

An existing awning and projecting sign along the South Main Street. The awning extends a maximum of approximately 10 feet from the structure along the East 25 feet of the building frontage. The 25 inch by 32.5 inch projecting sign will project 30 inches from the awning and approximately 9 feet above the ground.

The City grants to Owner permission to construct and maintain the requested structure or encroachment on the above-described portion of public property/easement/right-of-way.

The Owner shall not construct or permit additional encroachments upon the public property/easement/right-of-way, and shall not alter, improve, replace or add to the permitted encroachment without prior written permission of the City.

The City reserves the right to require Owner to remove all encroachments from the applicable public property/easement/right-of-way at any time in the event that the encroached upon public property/easement/right-of-way is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages** against the City of Stillwater, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described public property/easement/right-of-way.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner also agrees to **indemnify, defend (at the City's option), and hold harmless** the City, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature** directly or indirectly arising out of or in connection with the encroachment upon the above described public property/easement/right-of-way.

In consideration of the City's agreement to permit the requested encroachment upon the applicable public property/easement/right-of-way, Owner also agrees to **reimburse City for any direct or indirect costs or expenses** that the City may incur as a direct or indirect result of any encroachment upon the above-described property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above property/easement/right-of-way.

OWNER UNDERSTANDS THE PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS ASSOCIATED WITH THIS AGREEMENT, AND OWNER AGREES TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

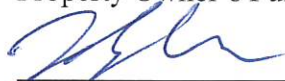
Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Stillwater, Oklahoma will rely on this statement, the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Stillwater, Oklahoma, its citizens, employees, officers, agents, and assigns.

The Owner shall not assign this agreement without the prior written consent of the City, which shall not be unreasonably withheld.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND

VOLUNTARILY.

Mark Christopher Warde
Property Owner's Full Legal Name


Property Owner's Signature

Owner
Title/Office of Signatory

State of Oklahoma)
) ss.
County of Payne)

On this 26th day of June, 2023 before me personally appeared Mark Christopher Ward, known to me to be the person(s) named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**, and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.


My Commission Expires _____

Cynthia J. Gibson
Notary Public

APPROVED by the City Council of the City of Stillwater, Oklahoma on: _____, 2023.

CITY OF STILLWATER, a municipal corporation

By: _____
Mayor

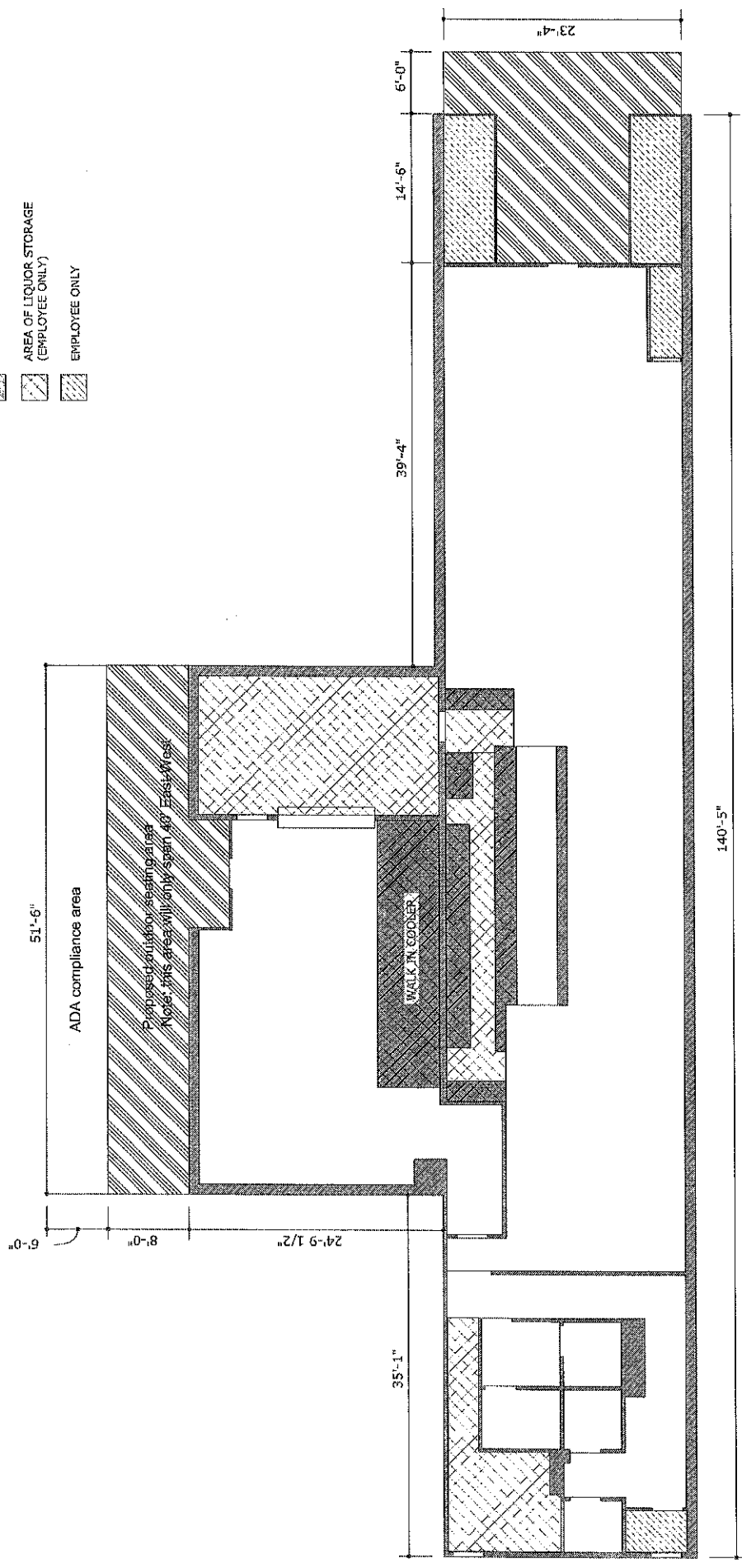
ATTEST:

APPROVED:

City Clerk

City Attorney

- OUTDOOR SEATING
- AREA OF LIQUOR STORAGE (EMPLOYEE ONLY)
- EMPLOYEE ONLY



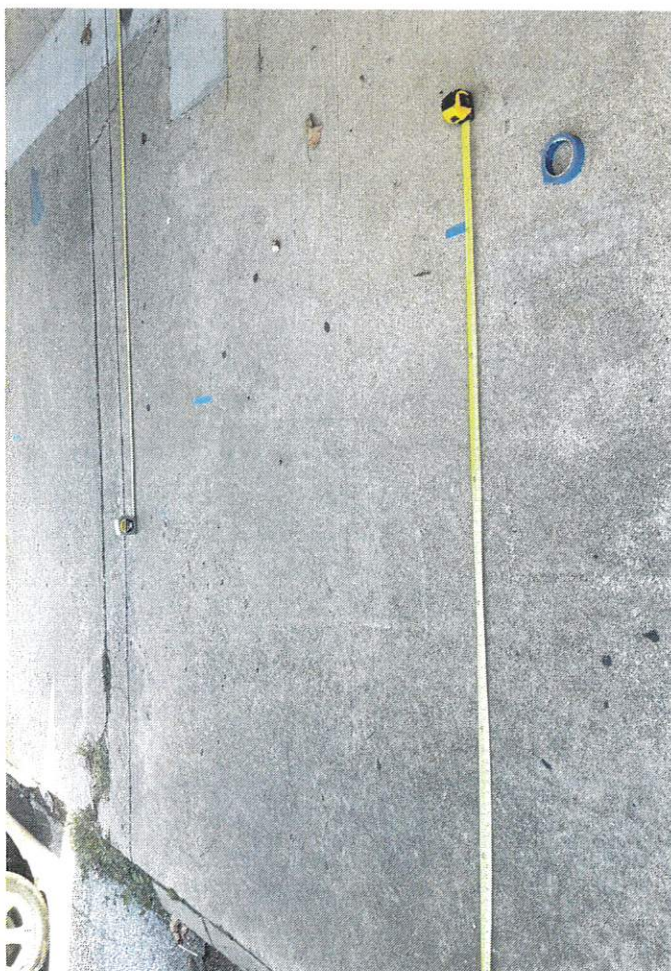
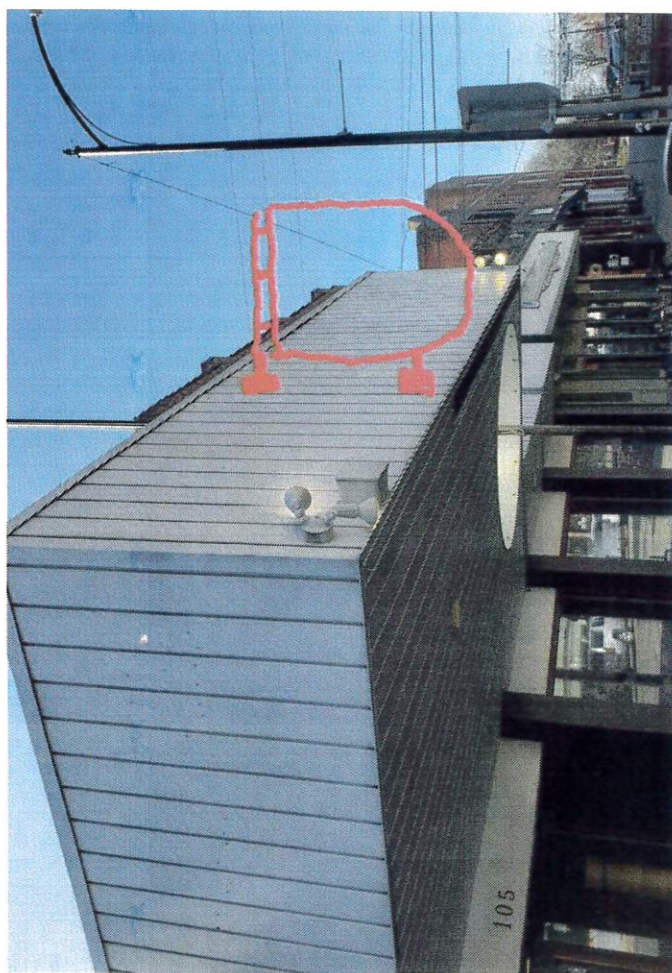
FINNEGAN'S PUB FLOORPLAN
Scale: 1"=10'



Main Street Awning sign location

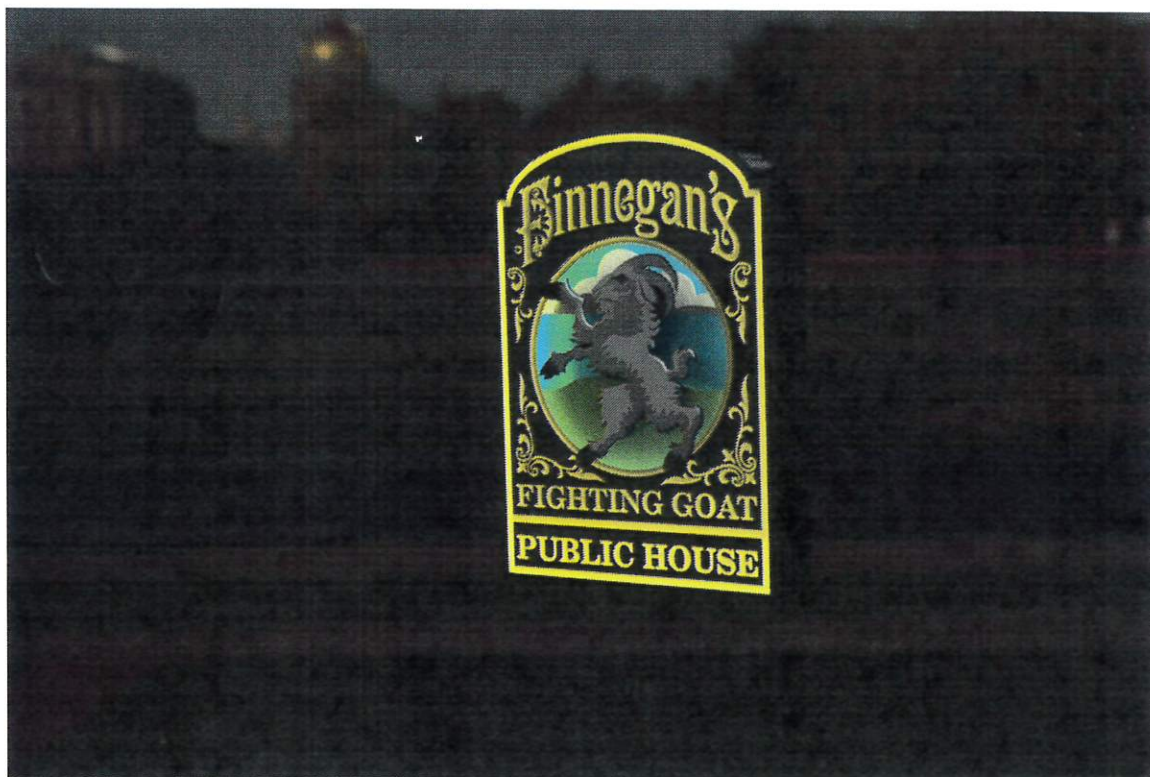


7th Ave Awning sign location





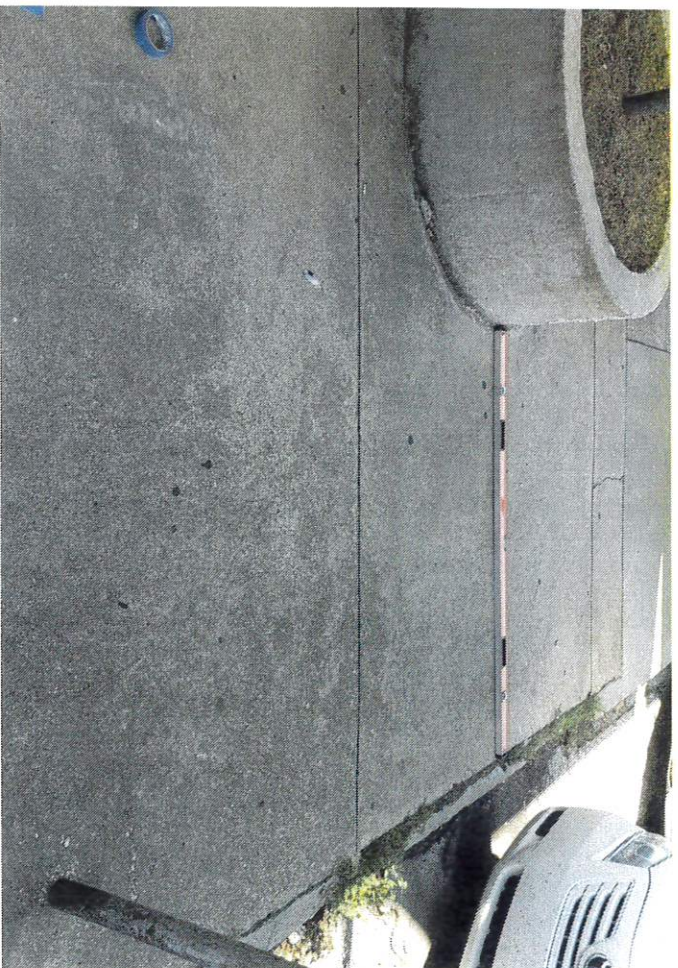
Daytime rendering by Art of Ore



Night time rendering by Art of Ore



Example of proposed fencing





Finnegan's Pub

A view of the location via Google Earth Pro

Legend

- Footprint of building with awnings in yellow
- Proposed Fenced in area
- Proposed Signage
- Streetlight





REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3j. CC-23-99
Issue:	• Sand and gravel are essential materials for City infrastructure maintenance and repairs. The Public Works Department alone spends in excess of \$60,000 per year just on Type "A" Aggregate base materials. • Amounts in excess of \$50,000 require a competitive bid.
Solution:	• A bid solicitation was advertised in the News Press, posted on the City website and mailed to multiple vendors on the City's current bid list. • Bids were received from Kerns Construction, WJ Trucking and Construction, B&R Tractor Service, and APAC. As shown on the bid tabulation sheet, all prices were comparable with the exception of B&R Tractor Service, whose prices were well above those of the other three bidders. • Since these materials are ordered in various quantities as needed throughout the year, staff recommends awarding the bid to Kerns Construction, WJ Trucking and Construction, and APAC for all materials bid. Staff will use each bid based on lowest price and availability at the time the materials are needed.
Financial Impact/Funding Source(s):	• Funding for these materials is included in the FY24 budget and no additional allocations are needed.
Strategic Plan Alignment:	#1 Effective Services and Accountable Government: To provide effective services and accountable government for all residents by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	Motion to award the bid for sand and gravel supply and delivery to Kerns Construction, WJ Trucking and Construction and APAC on all items in the amounts as listed on the bid tabulation sheet.
Prepared By:	Mark White, Public Works Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment:	Bid Tabulation

1	Concrete Sand						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Kerns Construction, Inc.	1	Ton		\$22.00		Concrete Sand
	WJ Trucking and Construction Se	1	Ton		\$43.51		Concrete Sand Includes Delivery and in the
	B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Concrete Sand
	APAC - CRH	1	Ton		No Bid		Concrete Sand

2	Concrete Sand						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Kerns Construction, Inc.	1	Ton		\$26.00		Concrete Sand
	WJ Trucking and Construction Se	1	Ton		\$45.51		Concrete Sand Includes Delivery and in the
	B&R Tractor Service (Barrett Gre	1	Ton		\$1,750.00		Concrete Sand If delivery goes passed 10 mi
	APAC - CRH	1	Ton		No Bid		Concrete Sand

3	Concrete Sand						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	WJ Trucking and Construction Se	1	Ton		\$43.51		Concrete Sand Includes Delivery and in the
	B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Concrete Sand
	APAC - CRH	1	Ton		No Bid		Concrete Sand
	Kerns Construction, Inc.	1	Ton		No Bid		Concrete Sand

4	Fill Sand						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Kerns Construction, Inc.	1	Ton		\$10.50		Fill Sand
	WJ Trucking and Construction Se	1	Ton		\$29.11		Fill Sand Includes Delivery and in the price p
	B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Fill Sand
	APAC - CRH	1	Ton		No Bid		Fill Sand

5	Fill Sand						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Kerns Construction, Inc.	1	Ton		\$14.00		Fill Sand
	WJ Trucking and Construction Se	1	Ton		\$31.11		Fill Sand Includes Delivery and in the price p
	B&R Tractor Service (Barrett Gre	1	Ton		\$1,750.00		Fill Sand If delivery goes passed 10 miles the
	APAC - CRH	1	Ton		No Bid		Fill Sand

6	Fill Sand						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Kerns Construction, Inc.	1	Ton		\$10.50		Fill Sand

WJ Trucking and Construction Se	1	Ton		\$29.11		Fill Sand Includes Delivery and in the price p
B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Fill Sand
APAC - CRH	1	Ton		No Bid		Fill Sand

7	Aggregate Base Type A					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
APAC - CRH	1	Ton		\$28.10		Aggregate Base Type A
Kerns Construction, Inc.	1	Ton		\$35.00		Aggregate Base Type A
B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Aggregate Base Type A
WJ Trucking and Construction Se	1	Ton		No Bid		Aggregate Base Type A

8	Aggregate Base Type A					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
APAC - CRH	1	Ton		\$30.65		Aggregate Base Type A
Kerns Construction, Inc.	1	Ton		\$39.00		Aggregate Base Type A
B&R Tractor Service (Barrett Gre	1	Ton		\$1,750.00		Aggregate Base Type A If delivery goes pass
WJ Trucking and Construction Se	1	Ton		No Bid		Aggregate Base Type A

9	Aggregate Base Type A					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
APAC - CRH	1	Ton		\$8.50		Aggregate Base Type A
B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Aggregate Base Type A
Kerns Construction, Inc.	1	Ton		No Bid		Aggregate Base Type A
WJ Trucking and Construction Se	1	Ton		No Bid		Aggregate Base Type A

10	Crusher Run Rock					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
APAC - CRH	1	Ton		\$27.60		Crusher Run Rock
Kerns Construction, Inc.	1	Ton		\$28.00		Crusher Run Rock
WJ Trucking and Construction Se	1	Ton		\$51.61		Crusher Run Rock Includes Delivery and in t
B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Crusher Run Rock

11	Crusher Run Rock					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
APAC - CRH	1	Ton		\$30.15		Crusher Run Rock
Kerns Construction, Inc.	1	Ton		\$32.00		Crusher Run Rock
WJ Trucking and Construction Se	1	Ton		\$53.61		Crusher Run Rock Includes Delivery and in t
B&R Tractor Service (Barrett Gre	1	Ton		\$1,750.00		Crusher Run Rock If delivery goes passed 10

12	Crusher Run Rock						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	APAC - CRH	1	Ton		\$8.00		Crusher Run Rock
	WJ Trucking and Construction Se	1	Ton		\$51.61		Crusher Run Rock Includes Delivery and in t
	B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Crusher Run Rock
	Kerns Construction, Inc.	1	Ton		No Bid		Crusher Run Rock

13	Traffic Bound Surface Course Type E						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	APAC - CRH	1	Ton		\$28.10		Traffic Bound Surface Course Type E
	Kerns Construction, Inc.	1	Ton		\$35.00		Traffic Bound Surface Course Type E
	B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Traffic Bound Surface Course Type E
	WJ Trucking and Construction Se	1	Ton		No Bid		Traffic Bound Surface Course Type E

14	Traffic Bound Surface Course Type E						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	APAC - CRH	1	Ton		\$30.65		Traffic Bound Surface Course Type E
	Kerns Construction, Inc.	1	Ton		\$39.00		Traffic Bound Surface Course Type E
	B&R Tractor Service (Barrett Gre	1	Ton		\$1,750.00		Traffic Bound Surface Course Type E If deliv
	WJ Trucking and Construction Se	1	Ton		No Bid		Traffic Bound Surface Course Type E

15	Traffic Bound Surface Course Type E						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	APAC - CRH	1	Ton		\$8.50		Traffic Bound Surface Course Type E
	B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Traffic Bound Surface Course Type E
	Kerns Construction, Inc.	1	Ton		No Bid		Traffic Bound Surface Course Type E
	WJ Trucking and Construction Se	1	Ton		No Bid		Traffic Bound Surface Course Type E

16	Number 57 – Class A Rock (Washed)						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	APAC - CRH	1	Ton		\$29.85		Number 57 – Class A Rock (Washed)
	Kerns Construction, Inc.	1	Ton		\$36.00		Number 57 – Class A Rock (Washed)
	B&R Tractor Service (Barrett Gre	1	Ton		\$175.00		Number 57 – Class A Rock (Washed)
	WJ Trucking and Construction Se	1	Ton		No Bid		Number 57 – Class A Rock (Washed)

17	Number 57 – Class A Rock (Washed)						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	APAC - CRH	1	Ton		\$32.40		Number 57 – Class A Rock (Washed)
	Kerns Construction, Inc.	1	Ton		\$40.00		Number 57 – Class A Rock (Washed)

B&R Tractor Service (Barrett Gre 1	Ton	\$1,750.00	Number 57 – Class A Rock (Washed) If deliv
WJ Trucking and Construction Se 1	Ton	No Bid	Number 57 – Class A Rock (Washed)

18	Number 57 – Class A Rock (Washed)					
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
APAC - CRH	1	Ton		\$10.25		Number 57 – Class A Rock (Washed)
B&R Tractor Service (Barrett Gre 1		Ton		\$175.00		Number 57 – Class A Rock (Washed)
Kerns Construction, Inc.	1	Ton		No Bid		Number 57 – Class A Rock (Washed)
WJ Trucking and Construction Se 1		Ton		No Bid		Number 57 – Class A Rock (Washed)

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Manufacturer Manufacturer #

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REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3k. CC-23-98
Issue:	• Concrete is an essential material for City infrastructure maintenance and repairs. • The Public Works Department alone spends in excess of \$80,000 per year on concrete. • Amounts in excess of \$50,000 require a formal competitive bid solicitation.
Solution:	• A bid solicitation was advertised in the News Press, posted on the City website, and emailed to multiple vendors on the City's current bid list. • Bids were received from Kerns Ready Mixed Concrete and Dolese Bros. The bid tabulation is attached. • Since these materials are ordered in various quantities as needed throughout the year, staff recommends awarding the bid to both bidders for all materials bid. Staff will use each bid based on lowest price and availability at the time the materials are needed.
Financial Impact/Funding Source(s):	• Funding for these materials is included in the FY24 budget and no additional allocations are needed.
Strategic Plan Alignment:	#1 Effective Services and Accountable Government: To provide effective services and accountable government for all residents by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	Motion to award the bid for concrete supply and delivery to Kerns Ready Mixed Concrete and Dolese Bros. on all items in the amounts as listed on the bid tabulation.
Prepared By:	Mark White, Public Works Director
Reviewed By:	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment:	Bid Tab

1	Class A						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Dolese Bros Co - Stillwater	1	Cubic Yard		\$150.00		Class A
	Kerns Ready Mixed Concrete, Inc	1	Cubic Yard		\$150.25		Class A Addition of High Early will increase t
2	Class AA						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Kerns Ready Mixed Concrete, Inc	1	Cubic Yard		\$154.50		Class AA Addition of High Early will increase
	Dolese Bros Co - Stillwater	1	Cubic Yard		\$157.00		Class AA
3	Class C						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Dolese Bros Co - Stillwater	1	Cubic Yard		\$145.00		Class C
	Kerns Ready Mixed Concrete, Inc	1	Cubic Yard		\$146.25		Class C Addition of High Early will increase t
4	CLSM						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Dolese Bros Co - Stillwater	1	Cubic Yard		\$139.00		CLSM
	Kerns Ready Mixed Concrete, Inc	1	Cubic Yard		\$150.25		CLSM Addition of High Early will increase th
5	Additional charge for less than 3 cubic yards						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Dolese Bros Co - Stillwater	1	Per Load		\$20.00		Additional charge for less than 3 cubic yards
	Kerns Ready Mixed Concrete, Inc	1	Per Load		\$200.00		Additional charge for less than 3 cubic yards
6	Additional charge for delivery up to 10 miles outside of city limits.						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	Dolese Bros Co - Stillwater	1	Per Load		\$4.00		Additional charge for delivery up to 10 mile
	Kerns Ready Mixed Concrete, Inc	1	Per Load		\$300.00		Additional charge for delivery up to 10 mile

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	Manufacturer Manufacturer #

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	Manufacturer Manufacturer #

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	Manufacturer Manufacturer #

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	Manufacturer Manufacturer #



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	3 I. CC-23-101
Prior Council Action/Related Items:	CC-23-90
Issue:	• The current HVAC agreement to service, maintain and repair the heating and air systems in the Municipal and Police Department buildings expired at the end of FY22/23. • Bids were solicited for a new HVAC maintenance agreement for FY23/24. • June 12th Staff recommended awarding the bid to the apparent low bidder, Johnson Controls. • When preparing contract documents, it was discovered that several of the required documents were missing. These included the Interest Affidavit, Non-Collusion Affidavit and Bid Bond. The proposal also added unacceptable terms and conditions that included automatic renewal after the first year, indemnity provisions and unknown financial obligations for the City, which are prohibited provisions for municipalities. • These issues make the Johnson Controls bid non-responsive.
Solution:	• Subsequent to this discovery, the Building Maintenance Manager for the Municipal Building and Police Department proposed handling the maintenance needs via scheduling as-needed with local contractors. • It is estimated that this will save 30% to 40% on the cost of routine maintenance. Building Maintenance staff is confident the department can track and manage the maintenance needs, monitor the system for issues, and schedule the required work. • Staff will re-evaluate next spring to determine whether or not to initiate a new bid request.

Financial Impact/Funding Source(s):	Adequate funds are budgeted in the FY24 budget for HVAC maintenance.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency, and outstanding customer service.
Recommended Action/Motion:	Motion to rescind the Municipal Building and Police Department HVAC maintenance bid award to Johnson Controls.
Prepared By:	Mark White, Public Works Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Brady Moore, Interim City Manager



REPORT TO: CITY COUNCIL
MEETING DATE: JULY 10, 2023

Agenda Item	3m. CC-23-102
Issue	• The roof at the Armory Recreation Center has 10-12 leaks in the gymnasium area and is not only a safety hazard but a threat to the newly installed athletic flooring.
Solution	• Staff solicited bids for a new roof for the Armory Recreation Center and one bid was received from Alva Roofing Company of Oklahoma City for \$239,400. • Alva Roofing Company is registered with the Construction Industries Board in good standing with a valid commercial roofer endorsement as required by the Roofing Contractor Registration Act. • The bid was reviewed by the architectural firm of GH2 and given approval to proceed.
Financial Impact	• Funding is provided in 2022-23 city budget.
Strategic Plan Alignment	#1 Effective Services and Accountable Government: To provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency and outstanding customer service. #3: Safe Community: To identify effective services that enhance relationships, responsiveness and quality customer service to promote a safe and secure community.
Recommended Action/Motion	Motion to award the bid to Alva Roofing Company in the amount of \$239,400 for the Armory Recreation Center roof replacement.
Prepared By	Barbara Bliss, Community Resources Director
Reviewed By	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager

GENERAL RELEASE AND SETTLEMENT OF ALL CLAIMS

THIS GENERAL RELEASE AND SETTLEMENT OF ALL CLAIMS ("Release") is entered into between Sandra Groshong ("PLAINTIFF") and City of Stillwater ("DEFENDANT") (or collectively "PARTIES").

WHEREAS, the Plaintiff, Sandra Groshong, filed an action in the District Court of Payne County, styled SANDRA GROSHONG v. CITY OF STILLWATER, Case No. CJ-2020-455, seeking damages against the Defendant, as more fully set forth in the pleadings on file therein;

WHEREAS, the Parties desire to fully and finally resolve all claims, known or unknown, which Plaintiff has alleged, may have alleged or which it has or may have had for the alleged actions of the CITY OF STILLWATER or any other persons, firms, and corporations that are or may be liable for all claims of any kind or character related to the accident that occurred on November 6, 2018 and any damages resulting therefrom;

WHEREAS, this Release constitutes the settlement of disputed claims, the agreement of the parties to settle under the terms and conditions of this document does not constitute and shall not, in any way, be construed as an admission of any negligence or any other wrongdoing, or any violation of any provision of any state or federal law on the part of any defendant or employee, agent, officer or appointee of any defendant.

WHEREAS, the Parties have retained counsel to review their respective rights under the law and the terms and conditions of this Release; and

WHEREAS, in consideration of the payment and other obligations set forth below, the Parties are willing to enter into this General Release and Settlement Agreement;

NOW THEREFORE, in consideration of the foregoing, it is agreed by Plaintiff Sandra Groshong, and her respective attorney, as follows.

1. CONSIDERATION:

(a) Defendant agrees to pay to the Plaintiff, Sandra Groshong, the sum of eighty thousand dollars (\$80,000.00) once Groshong has provided the City's attorney in this matter, W.R. Moon Jr., this fully executed Settlement Agreement and Release.

(b) Plaintiff agrees that she will dismiss with prejudice the case: SANDRA GROSHONG v. CITY OF STILLWATER Case No. CJ-2020-455.

(c) Plaintiff Sandra Groshong agrees to execute this Release;

(d) Plaintiff Sandra Groshong agrees to satisfy any/all medical liens, Medicaid liens, and/or judgments arising from or in any way related to the incident as more fully set forth in the pleadings filed by Plaintiff Sandra Groshong, in SANDRA GROSHONG v. CITY OF STILLWATER Case No. CJ-2020-455, and provide lien releases regarding same;

(e) All parties agree to bear their respective costs and attorney fees.

2. SCOPE OF THIS AGREEMENT:

In consideration for the above-described payment, Plaintiff releases and forever discharges the Defendant and all other persons, firms, and corporations that are or may be liable for all claims of any kind or character which Plaintiff Sandra Groshong now has or under any circumstances could or might have against the Defendant herein, related to allegations arising prior to, or at the time of, this Release.

Plaintiff Sandra Groshong represents that no promise or condition not herein specifically set forth has been made to her and that she is fully aware of the terms of this Release. The undersigned agrees that the terms described herein constitutes the complete and total agreement between the parties, as to any claim or claims which have been made or may ever be made by and between the parties as against each other, and the Plaintiff Sandra Groshong hereby releases the

Defendants City of Stillwater from liability for damages arising from or in any way related to the incident as more fully set forth in the pleadings filed by the Plaintiff in SANDRA GROSHONG v. CITY OF STILLWATER Case No. CJ-2020-455.

IT IS FURTHER AGREED that this Release shall be final and binding upon all parties, their heirs, successors and assigns of whatever nature and description, and that no claim, be it derivative or otherwise, may ever be made against the parties released with respect to the matters covered by this Release. Plaintiff Sandra Groshong represents and warrants that no portion of such claim has been assigned, subrogated or otherwise transferred to any person or legal entity which claims or may claim a legal right thereunder as against the released party. Plaintiff Sandra Groshong, specifically states that any/all of her expenses, not covered by this Release, all legal expenses and all liens, whether attorneys liens, medical liens, Medicaid liens, and/or judgments, have been fully satisfied and that she will fully indemnify the Defendant City of Stillwater from any perfected liens of record or bankruptcy judgments, holding harmless Defendant City of Stillwater from any such perfected lien or judgment.

IT IS FURTHER UNDERSTOOD AND AGREED that the agreement set forth herein is not to be construed an admission of liability on the part of any party.

THIS RELEASE contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital.

THIS RELEASE shall be interpreted, enforced and governed in all respects by and under the laws of the State of Oklahoma. Should any provision of this Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this Release. The General Release and Settlement Agreement may be

executed in one or more parts by the Parties. Venue for enforcement of the provisions of this General Release and Settlement Agreement shall be the District Court of Payne County, State of Oklahoma.

THE UNDERSIGNED HAS CAREFULLY READ THE FOREGOING RELEASE,
understands the contents thereof, and signs the same on her own free and voluntary act.

DATED this 12 day of June, 2023.

X Sandra Groshong
Sandra Groshong

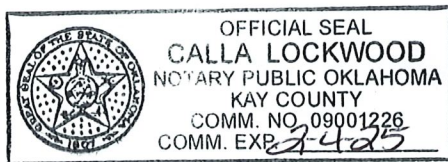
ATTESTATION

On this 12 day of June, 2023, before the undersigned notary public in and for said county and state, personally appeared Sandra Groshong known to me to be the person named herein and whose name is subscribed to the foregoing Release of All Claims, and acknowledged that she executed the same as her free and voluntary act and deed.

Calla Lockwood
Notary Public

My Commission Expires: 2-4-25

(SEAL)



Memo

To: Mayor & City Council
From: Melissa Reames, Deputy City Manager
Date: July 10, 2023
Re: Supplemental Agreement No. 3 on

The airport middle apron construction project was completed in April 2023. As part of the close out process with the FAA, a change order is issued to correct the budget to the actual quantities used and project cost.

In the case of the middle apron project, the as-built quantities were less than the budgeted quantities. This change order reduces the amount spent on the middle apron project. This project was funded 100% by the FAA.

SA#3 Reconciliation Change Order Attachment

Page 1 of 1

APR 24-000-032-2021

Construct Bridge Apron
Silverdale Regional Airport, Silverdale, Chelan County

Item	Description	Quantity	Unit	Unit Price	Amount	As-Built Quantity	As-Built Amount	Reason For Change
BASE BID								
1	Traffic Maintenance	11.5		\$25,000.00	\$25,000.00	1.00	\$25,000.00	No Change
2	Contractor Quality Control Program (CQCP)	11.5		\$45,000.00	\$45,000.00	1.00	\$45,000.00	No Change
3	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	11.5		\$18,000.00	\$18,000.00	1.00	\$18,000.00	No Change
4	Modifications	11.5		\$75,000.00	\$75,000.00	1.00	\$75,000.00	No Change
5	Remove Existing 24" RCP Storm Sewer Pipe	21.790 SY		5.00	108.95	23.419 SY	118.95	More removal was required than initially estimated due to interference of obstructions
6	Remove Existing 30" RCP Storm Sewer Pipe	21.790 SY		11.00	239.69	23.419 SY	257.618 SY	More removal was required than initially estimated due to interference of obstructions
7	Remove Existing Storm Sewer Pipe	2.670 CV		5.00	13.35	2.695 CV	13.4775	More removal was required than initially estimated
8	Unexcavated Excavation Normal Excavation to Required Grades, Sloppier or Waste Excess on Airport Property	7.505 CV		4.75	35.64875	7.505 CV	35.64875	No Change
9	Excavation in Place Normal Excavation to Required Grades	3.535 CV		5.50	19.4425	4.330 CV	23.815	Slightly more excavation was required than originally estimated
10	Excavation in Place Normal Excavation to Required Grades	9.90 CV		5.50	54.45	1.393 CV	7.6615	Slightly more excavation was required than originally estimated
11	Provide and Install 24" RCP - 1 Type II Storm Sewer	180 LF		178.00	32,040.00	184.00	32,752.00	Slightly more pipe was required than originally estimated
12	Provide and Install 30" RCP - 1 Type II Storm Sewer	180 LF		178.00	32,040.00	184.00	32,752.00	Slightly more pipe was required than originally estimated
13	Provide and Install 36" RCP - 1 Type II Storm Sewer	180 LF		200.00	36,000.00	184.00	36,720.00	Slightly more pipe was required than originally estimated
14	Remove Existing 24" RCP Storm Sewer Pipe	450 LF		70.00	31,500.00	180.00	12,600.00	More pipe was required than originally estimated
15	Remove Existing 30" RCP Storm Sewer Pipe	90 LF		70.00	6,300.00	180.00	12,600.00	More pipe was required than originally estimated
16	Remove Existing Storm Sewer Pipe	3.00 CV		4,000.00	12,000.00	3.00 CV	12,000.00	No Change
17	Remove Existing Storm Sewer Pipe	3.00 CV		4,000.00	12,000.00	3.00 CV	12,000.00	No Change
18	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
19	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
20	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
21	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
22	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
23	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
24	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
25	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
26	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
27	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
28	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
29	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
30	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
31	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
32	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
33	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
34	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
35	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
36	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
37	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
38	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
39	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
40	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
41	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
42	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
43	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change
44	Provide and Install Storm Sewer Pipe	1.00 CV		20,000.00	20,000.00	1.00 CV	20,000.00	No Change

SA#1 Phase 1 Frame and Lid
SA#2 Additional Electrical cable

Total Base Bid 4,712,488.25
Total Biddable 032 Grant 4,405,491.25

4,398,992.28
3,501.00 See SA#1
3,028.00 See SA#2

SA#3 Reconciliation Change Order Attachment

Page 1 of 1

AP 2400R012-2021
 Constructer Middle Acren
 Silverwater Regional Airport, Silverwater, Oklahoma

Item	Description	Quantity	Unit	Unit Price	Amount	As-Built Quantity	As-Built Amount	Reason For Change
BASE BID								
1	Traffic Maintenance	11.5		\$25,000.00	\$25,000.00	1.00	\$25,000.00	No Change
2	Contractor Quality Control Program (CQCP)	11.5		45,000.00	45,000.00	1.00	45,000.00	No Change
3	Temporary As and Water Pollution, Soil Erosion and Siltation Control	11.5		18,000.00	18,000.00	1.00	18,000.00	No Change
4	Modification	11.5		75,000.00	75,000.00	1.00	75,000.00	No Change
5	Shovel - Full Depth Repair of Concrete	7.5	LF	6.00	4,500.00	1,804.00	1,804.00	11,424.00 More saw cut was required than initially estimated due to interference of obstacles
6	Shovel Removal and Deposit of Existing Pavement - Material and Thickness May Vary - Waste On	21,790	SY	11.00	239,690.00	23,419.90	23,419.90	267,618.90 More removal was required than initially estimated due to interference of obstacles
7	Asphalt Paving	2,670	CV	5.00	13,350.00	2,659.56	13,297.60	13,297.60 Slightly less to total asphalt paving was required than originally estimated
8	Unsurfaced Excavation: Normal Excavation to Required Grades, Stockpile or Waste Piles on Airport Property	7,505	CV	4.75	35,648.75	7,505.00	35,648.75	No Change
9	Embankment in Place: Normal Embankment to Required Grades	3,535	CV	5.50	19,442.50	4,380.00	23,815.00	Slightly more embankment was required than originally estimated
10	Embankment in Place: Rapid Topsoil 5" Thick	850	CV	6.50	5,525.00	1,393.00	7,651.50	Slightly more embankment was required than originally estimated
11	Provide and Install 24" RCP - 12' to 12' Storm Sewer	180	LF	126.00	22,680.00	184.00	22,680.00	Slightly more pipe was required than originally estimated
12	Provide and Install 36" RCP - 12' to 12' Storm Sewer	350	LF	176.00	61,600.00	379.00	66,828.00	Slightly more pipe was required than originally estimated
13	Provide and Install 36" RCP - 12' to 12' Storm Sewer	120	LF	200.00	24,000.00	136.00	27,200.00	Slightly more pipe was required than originally estimated
14	Remove Existing 24" RCP Storm Sewer Pipe	450	LF	70.00	31,500.00	180.00	12,600.00	Less pipe was required than originally estimated
15	Remove Existing 36" RCP Storm Sewer Pipe	30	LF	6,900.00	207,000.00	67.00	4,623.00	Less pipe was required than originally estimated
16	Remove Existing Single Grated Storm Water Inlet	3	Each	1,600.00	4,800.00	4.00	6,400.00	No Change
17	Remove Existing Large Field Inlet	1	Each	3,000.00	3,000.00	3.00	9,000.00	No Change
18	Provide and Install Double Grated Storm Water Inlet	1	Each	20,000.00	20,000.00	1.00	20,000.00	No Change
19	Provide and Install New Junction Box Over Existing 48" RCP	2	Each	25,000.00	50,000.00	2.00	50,000.00	No Change
20	Provide and Install New Junction Box Over Existing 48" RCP	1	Each	4,000.00	4,000.00	1.00	4,000.00	No Change
21	Adjust Existing Storm Water Inlet	1	Each	2,000.00	2,000.00	0.00	0.00	Adjustments to the plan were made. See SA#1
22	Adjust Existing Storm Water Inlet	1	Each	177.00	177.00	24.27	4,295.79	Less pipe was required than originally estimated when in situ testing was completed
23	Adjust Existing Storm Water Inlet	1	Each	123,900.00	123,900.00	11,860.00	74,125.00	Less pipe was required than originally estimated when in situ testing was completed
24	Concrete 12" to 12" Portland Cement Concrete Surface Course, with Joints	33,000	SY	6.25	206,250.00	448.28	74,125.00	Less cement was required than originally estimated when in situ testing was completed
25	Concrete 12" to 12" Portland Cement Concrete Surface Course, with Joints	700	Tons	165.00	115,500.00	11,860.00	74,125.00	Less cement was required than originally estimated when in situ testing was completed
26	Concrete 12" to 12" Portland Cement Concrete Surface Course, with Joints	33,000	SY	4.50	148,500.00	30,825.24	138,713.88	Less cement was required than originally estimated when in situ testing was completed
27	Concrete 12" to 12" Portland Cement Concrete Surface Course, with Joints	9,000	SY	1.00	9,000.00	0.00	0.00	No Change
28	Concrete 12" to 12" Portland Cement Concrete Surface Course, with Joints	28,000	SY	43.00	1,204,000.00	26,578.64	1,142,861.92	Slightly less lean concrete was required than originally estimated
29	Concrete 12" to 12" Portland Cement Concrete Surface Course, with Joints	28,000	SY	62.00	1,736,000.00	27,402.13	1,698,932.05	Slightly less concrete was required than originally estimated
30	Concrete 12" to 12" Portland Cement Concrete Surface Course, with Joints	5,000	SY	260.00	1,300,000.00	4,840.02	251,681.04	Slightly less concrete was required than originally estimated
31	Mooring Eye Tie-Down, Unlabeled	60	Each	200.00	12,000.00	60.00	12,000.00	No Change
32	Permanent Painting without Reflective Media (White, Yellow, and Red Paint)	650	SY	5.50	3,575.00	2,445.00	13,447.60	More paint was required than originally estimated
33	Permanent Painting without Reflective Media (White, Yellow, and Red Paint)	1,350	SY	7.50	10,125.00	18,160.00	13,447.60	More paint was required than originally estimated
34	Solid Slab Portland Cement Concrete (Including Reinforcing and Watering)	6,500	SY	7.50	48,750.00	10,000.00	75,000.00	More concrete was required than originally estimated
35	Sealing Portland Cement Concrete (Including Reinforcing and Watering)	210	AG	6.10	1,281.00	610.00	3,681.00	Slightly more concrete was required than originally estimated
36	Construct 6" x 8" Trench with Backfill For 2" PVC	7,400	LF	4.00	29,600.00	620.00	2,480.00	Slightly more trench was required than originally estimated
37	Furnish and Install Counterpoise, No. 6 AWG, Bare Solid Copper Wire, with Ground Rods	4,600	LF	1.75	8,050.00	410.00	717.50	Slightly more counterpoise was required than originally estimated
38	Furnish and Install Counterpoise, No. 6 AWG, Bare Solid Copper Wire, with Ground Rods	4,600	LF	1.85	8,510.00	410.00	758.50	Slightly more counterpoise was required than originally estimated
40	Remove Existing Leaky and Storm Including PCDs and Gas	55	LF	3.00	165.00	520.00	1,560.00	Slightly less concrete was required than originally estimated
41	Furnish and Install New 600-1000 L-90T LED High Light Fixtures with Blue Glassware, Isolation	9	Each	2,200.00	19,800.00	9.00	19,800.00	No Change
42	Installation and 36" Steel Base Mount 1588 Gallons Storm with RCP Back (Three Modules)	2	Each	5,000.00	10,000.00	2.00	10,000.00	No Change
43	Remove Storm and 36" Steel Base Mount 1588 Gallons Storm with RCP Back (Three Modules)	11.5		0.00	0.00	1.00	0.00	No Change
44	Remove Storm and 36" Steel Base Mount 1588 Gallons Storm with RCP Back (Three Modules)	11.5		0.00	0.00	1.00	0.00	No Change

SA#1
 SA#2
 Phase 1 Frame and LH
 Additional Electrical cable

Total Base Bid 4,712,498.25
 Total Billable 032 Grant 4,712,498.25
 1.00
 3,501.00 See SA#1
 3,028.00 See SA#2
 4,700,461.25

SUPPLEMENTAL AGREEMENT NO. 3

1. Sponsor's (Public Agency) Name and Address

City of Stillwater
723 South Lewis, P.O. Box 1449
Stillwater, Oklahoma 74076

2. Name of Airport

Stillwater Regional Airport

3. Project Numbers

FAA AIP 3-40-0090-032-2021

4. Date Prepared - Prepared by:

April 10, 2023 - Tyler McDonald

SWO Bid # 16-20/21

5. Name and Address of Contractor

Contech, Inc.
114 S. Elm Pl.
Broken Arrow, Oklahoma 74012

6. Description of Work Included in Contract

"Construct Middle Apron"

7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)

A. - AA.-The quantity of work completed is being adjusted to as-built quantities for this reconciliation change order. See attachment.

8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
Base Bid							
A.	5	715	\$6.00	1,904	\$6.00	\$4,290.00	\$11,424.00
B.	6	21,790	\$11.00	23,420	\$11.00	\$239,690.00	\$257,618.90
C.	7	2,670	\$5.00	2,660	\$5.00	\$13,350.00	\$13,297.80
D.	9	3,535	\$5.50	4,330	\$5.50	\$19,442.50	\$23,815.00
E.	10	930	\$5.50	1,393	\$5.50	\$5,115.00	\$7,661.50
F.	11	180	\$125.00	194	\$125.00	\$22,500.00	\$24,250.00
G.	12	380	\$175.00	379	\$175.00	\$66,500.00	\$66,325.00
H.	13	120	\$200.00	136	\$200.00	\$24,000.00	\$27,200.00
I.	14	430	\$70.00	150	\$70.00	\$30,100.00	\$10,500.00
J.	15	90	\$70.00	87	\$70.00	\$6,300.00	\$6,090.00
K.	22	1	\$2,000.00	0	\$2,000.00	\$2,000.00	\$0.00
L.	23	700	\$177.00	24	\$177.00	\$123,900.00	\$4,295.79
M.	24	33,000	\$6.25	11,860	\$6.25	\$206,250.00	\$74,125.00
N.	25	700	\$165.00	448	\$165.00	\$115,500.00	\$73,967.85
O.	26	33,000	\$4.50	30,825	\$4.50	\$148,500.00	\$138,713.58
P.	27	9,000	\$1.00	0	\$1.00	\$9,000.00	\$0.00
Q.	28	28,000	\$43.00	26,579	\$43.00	\$1,204,000.00	\$1,142,881.52
R.	29	28,000	\$62.00	27,402	\$62.00	\$1,736,000.00	\$1,698,932.06
S.	30	5,000	\$52.00	4,840	\$52.00	\$260,000.00	\$251,681.04
T.	32	660	\$5.50	2,445	\$5.50	\$3,630.00	\$13,447.50
U.	33	1,330	\$5.50	2,988	\$5.50	\$7,315.00	\$16,434.00
V.	34	6,540	\$7.50	16,160	\$7.50	\$49,050.00	\$121,200.00
W.	36	530	\$6.10	510	\$6.10	\$3,233.00	\$3,111.00
X.	37	740	\$4.00	820	\$4.00	\$2,960.00	\$3,280.00
Y.	38	420	\$1.70	410	\$1.70	\$714.00	\$697.00
Z.	39	420	\$5.50	410	\$5.50	\$2,310.00	\$2,255.00
AA.	40	530	\$10.00	520	\$10.00	\$5,300.00	\$5,200.00
Total:						\$4,310,949.50	\$3,998,403.54

9. Original Contract Amount

\$4,712,498.25

Supplemental Agreement #1

\$3,501.00

Supplemental Agreement #2

\$3,028.00

Supplemental Agreement #3

~~\$312,545.96~~

New Contract Amount After SA #3

\$4,406,481.29

10. Original Contract Time:

Phase 1 25 working days
Phase 2 40 working days
Phase 3 35 working days
Phase 4 35 working days

New Contract time:

Phase 1 25 working days
Phase 2 40 working days
Phase 3 35 working days
Phase 4 35 working days

This Change Order Subject to All Original Contract Provisions.

11. ISSUED FOR REASONS INDICATED ABOVE

Tyler McDonald

Signature

Consultant

Title

4/10/2023

Date

12. ACCEPTED BY SPONSOR

Signature

Title

Date

13. ACCEPTED BY CONTRACTOR

[Signature]

Signature

Pm

Title

4/10/23

Date

SUPPLEMENTAL AGREEMENT NO. 3

1. Sponsor's (Public Agency) Name and Address

City of Stillwater
723 South Lewis, P.O. Box 1449
Stillwater, Oklahoma 74076

2. Name of Airport
Stillwater Regional Airport

3. Project Numbers
FAA AIP 3-40-0090-032-2021

SWO Bid # 16-20/21

4. Date Prepared - Prepared by:
April 10, 2023 - Tyler McDonald

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114 S. Elm Pl.
Broken Arrow, Oklahoma 74012

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7. Changes Ordered and Reason Ordered (List individual changes as A, B, C, D etc.)

A. - AA.-The quantity of work completed is being adjusted to as-built quantities for this reconciliation change order. See attachment.

8. Contract Changes	Bid Item No.	Original Estimated Quantity	Contract Unit Price	Revised Estimated Quantity	Negotiated C.O. Unit Price	Original Estimated Cost	Revised Estimated Cost
Base Bid							
A.	5	715	\$6.00	1,904	\$6.00	\$4,290.00	\$11,424.00
B.	6	21,790	\$11.00	23,420	\$11.00	\$239,690.00	\$257,618.90
C.	7	2,670	\$5.00	2,660	\$5.00	\$13,350.00	\$13,297.80
D.	9	3,535	\$5.50	4,330	\$5.50	\$19,442.50	\$23,815.00
E.	10	930	\$5.50	1,393	\$5.50	\$5,115.00	\$7,661.50
F.	11	180	\$125.00	194	\$125.00	\$22,500.00	\$24,250.00
G.	12	380	\$175.00	379	\$175.00	\$66,500.00	\$66,325.00
H.	13	120	\$200.00	136	\$200.00	\$24,000.00	\$27,200.00
I.	14	430	\$70.00	150	\$70.00	\$30,100.00	\$10,500.00
J.	15	90	\$70.00	87	\$70.00	\$6,300.00	\$6,090.00
K.	22	1	\$2,000.00	0	\$2,000.00	\$2,000.00	\$0.00
L.	23	700	\$177.00	24	\$177.00	\$123,900.00	\$4,295.79
M.	24	33,000	\$6.25	11,860	\$6.25	\$206,250.00	\$74,125.00
N.	25	700	\$165.00	448	\$165.00	\$115,500.00	\$73,967.85
O.	26	33,000	\$4.50	30,825	\$4.50	\$148,500.00	\$138,713.58
P.	27	9,000	\$1.00	0	\$1.00	\$9,000.00	\$0.00
Q.	28	28,000	\$43.00	26,579	\$43.00	\$1,204,000.00	\$1,142,881.52
R.	29	28,000	\$62.00	27,402	\$62.00	\$1,736,000.00	\$1,698,932.06
S.	30	5,000	\$52.00	4,840	\$52.00	\$260,000.00	\$251,681.04
T.	32	660	\$5.50	2,445	\$5.50	\$3,630.00	\$13,447.50
U.	33	1,330	\$5.50	2,988	\$5.50	\$7,315.00	\$16,434.00
V.	34	6,540	\$7.50	16,160	\$7.50	\$49,050.00	\$121,200.00
W.	36	530	\$6.10	510	\$6.10	\$3,233.00	\$3,111.00
X.	37	740	\$4.00	820	\$4.00	\$2,960.00	\$3,280.00
Y.	38	420	\$1.70	410	\$1.70	\$714.00	\$697.00
Z.	39	420	\$5.50	410	\$5.50	\$2,310.00	\$2,255.00
AA.	40	530	\$10.00	520	\$10.00	\$5,300.00	\$5,200.00
Total:						\$4,310,949.50	\$3,998,403.54

9. Original Contract Amount \$4,712,498.25
Supplemental Agreement #1 \$3,501.00
Supplemental Agreement #2 \$3,028.00
Supplemental Agreement #3 -\$312,545.96
New Contract Amount After SA #3 \$4,406,481.29

10. Original Contract Time:

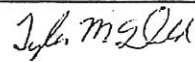
Phase 1 25 working days
Phase 2 40 working days
Phase 3 35 working days
Phase 4 35 working days

New Contract time:

Phase 1 25 working days
Phase 2 40 working days
Phase 3 35 working days
Phase 4 35 working days

This Change Order Subject to All Original Contract Provisions.

11. ISSUED FOR REASONS INDICATED ABOVE


Signature

Consultant
Title

4/10/2023

Date

12. ACCEPTED BY SPONSOR

Signature

Title

Date

13. ACCEPTED BY CONTRACTOR

Signature

Pm
Title

4/10/23
Date



REPORT TO: CITY COUNCIL & SUA

MEETING DATE: JULY 10, 2023

Agenda Item:	3p. CC-23-109 2f. SUA-23-37
Background / Issue:	• City Staff across many departments frequently need surveying and engineering services in order to perform evaluations and accomplish a variety of needs, including infrastructure replacement or extension, legal descriptions, field staking, survey data for project layouts and others. These needs typically have quick timelines in order to maintain pace with an ongoing situation or project. • When these needs arise, the time needed to identify a consultant, prepare an agreement, acquire legal reviews, gain Council approval and execute the documents can take up to three months of administrative efforts prior to starting the work.
Proposal/Solution:	• To minimize administration time associated with repetitive contracting and to maximize production time, Staff have utilized master services agreements for task order-based contracting. These types of agreements do not limit the City's ability to execute agreements with other firms for similar work. • A Master Services Agreement between the City/SUA and Bancroft International (formerly Keystone Engineering) has been prepared. This agreement will: ✓ save staff time by reducing the number of agreements that need to be produced, reviewed and executed; ✓ allow work to start earlier; ✓ allow for services to be performed on individual projects and tasks at a pre-determined hourly rate, while limiting labor escalation annually; ✓ minimize the time for scoping a particular task order by having standard scope language included;

	✓ schedule and fee is developed specific to each task order; ✓ Engineer is not obligated to agree to new task orders; ✓ agreement can be terminated by the City for convenience.
Financial Impact/Funding Source(s):	• Funding will be established for each task order as the need arises.
Related Strategic Priority:	#2 Inspired Management: To demonstrate leadership, management and planning skills that focus on results needed to create a better community. #4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.
Recommended Action/Motion:	Motion to approve a Master Services Agreement for surveying and engineering services with Bancroft International and authorize the Interim City Manager/General Manager to execute the agreement.
Prepared By:	Candy Staring, Engineering Director
Reviewed By:	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Master Services Agreement

City of Stillwater On-Call Civil Engineering Services

Owner: City of Stillwater / Stillwater Utilities Authority
Engineer: Bancroft International

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and
Issued and Published Jointly

by



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1420 King Street, Alexandria, VA 22314-2794

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	2
2.01 General	2
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	3
4.01 Invoices	3
4.02 Payments	3
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit -Not Included.	4
5.03 Opinions of Total Project Costs	4
ARTICLE 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance	4
6.02 Design Without Construction Phase Services	6
6.03 Use of Documents	6
6.04 Insurance	7
6.05 Suspension and Termination	8
6.06 Controlling Law	9
6.07 Successors, Assigns, and Beneficiaries.....	10
6.08 Dispute Resolution.....	10
6.09 Environmental Condition of Site.....	10
6.10 Indemnification and Mutual Waiver	11
6.11 Miscellaneous Provisions	12
ARTICLE 7 – DEFINITIONS.....	13
7.01 Defined Terms	13
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	16
8.01 Exhibits Included:	16
8.02 Total Agreement:	17
8.03 Designated Representatives:.....	17
8.04 Engineer's Certifications:.....	17

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 20____ (“Effective Date”) between **CITY OF STILLWATER/STILLWATER UTILITIES AUTHORITY** (“Owner”) and **BANCROFT INTERNATIONAL** (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Surveying, Engineering and Construction Administration Services

Engineer's surveying and design services under this Agreement are generally identified as follows:

Surveying, engineering, hydraulic modeling, pavement assessment, drafting, data interpretation, planning, analyses, calculations, coordination, management, permitting, oversight, observations, documentation and other work required to develop drawing packages and bid documents for the purpose of advertising and contracting for construction services to build civil infrastructure and facilities, in strict accordance with City, County, State and Federal Standards, and per industry practices, on behalf of the Owner.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the Basic and Additional services set forth herein and in Exhibit A.
- B. Engineer's services will be detailed in a duly executed Task Order. The general format of a Task Order is shown in Exhibit L to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Services, including the scope of Engineer's services, time for performance, Engineer's compensation and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the ~~Effective Date~~ written Notice to Proceed for each Task Order as provided by the Owner.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in each Task Order, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance of any Task Order within the time set forth, as duly adjusted, then Engineer and Owner shall jointly determine and initiate a recovery plan within 30 calendar days of Owner’s request to the Engineer to ensure successful completion of task. If Engineer continues to remain unable to complete said task, the Owner may initiate the provisions of Paragraph 6.05 Suspension and Termination of this Agreement and shall be entitled to damages.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly or bi-monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - ~~1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to

probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

~~5.02 — Designing to Construction Cost Limit~~

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
1. Engineer and Owner shall comply with applicable Laws and regulations.
 2. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care

set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

- F. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- H. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in each Task Order to use other general conditions.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- J. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- M. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. All raw data files, tracings, plans, computations, specifications, and maps prepared or obtained under the terms of the contract shall be delivered to and become property of the Owner. All basic survey notes and sketched, charts, computations, and other data prepared or obtained under this contract shall be made available upon request to the Owner without restriction or limitation on their use. When a contract is for preliminary plans only, no commitment is made or implied that would constitute a limitation on the subsequent use of the plans or the ideas incorporated therein for preparation of construction plans.
- B. Either party to this Agreement may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. ~~Engineer grants Owner a limited license to~~ may use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) for the purposes of this Agreement and limited specifically to the relationship between Owner and Engineer, Owner shall ~~indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from~~ be responsible for all claims, damages, losses, ~~and expenses, including attorneys' fees,~~ arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such ~~limited license to Owner use~~ shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Engineer to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (~~other than~~ including the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall ~~each~~ deliver to the Owner ~~other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. Suspension:
 - 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
 - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination*: The obligation to provide further services under this Agreement or under a Task Order may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement or Task Order will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and associated Task Orders, and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C, not to exceed 5% of the remaining project cost.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located, which is the State of Oklahoma for the purposes of this project.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement, and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H (Not Included) or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Per Task Order, Owner will disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location. Owner's drinking water distribution system has the presence of asbestos-cement lines. Groundwater contamination exists near Boomer Lake.

- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Sites likely to be related to Task Orders of this Agreement.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall defend, indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, Agreement and any Task Order, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. ~~*Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and~~

~~damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* ~~To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the Amendment.

- G. *Access to Engineers Accounting Records:* Engineer will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to Owner during Engineer's normal business hours for a period of one year after Engineer's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Orders) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Orders, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement and authorized Task Orders.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits and attachments identified in Paragraph 8.01 and any duly executed amendments or Task Orders.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement and authorized Task Orders.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the

Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.

19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. ~~*Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.~~
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified

part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Project.
33. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
34. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits and Attachments Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Included.
- E. Exhibit E, Notice of Acceptability of Work. As Issued.
- F. Exhibit F, Construction Cost Limit. Not Included.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. Not Included.
- I. Exhibit I, Limitations of Liability. Not Included.

- J. Exhibit J, Special Provisions. Not Included
- K. Exhibit K, Suggest Format of Amendment to Owner-Engineer Agreement. As Issued.
- L. Exhibit L, Suggested Format of Task Order. As Issued.
- M. Exhibit L1, Task Order L01: Surveying and civil engineering services for a sewerline extension to serve The Hub located southeast of at Airport Rd. and Perkins Rd.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above as well as future Task Orders) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K or of a Task Order, Exhibit L to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Stillwater

Engineer:
Bancroft International

By: _____

By: _____

Title: Brady Moore, Interim City Manager

Title: Kelly D. Harris, President

Date _____

Date _____

Signed: _____

Signed: _____

Engineer License or Firm's Certificate No. C.A. 9126
State of: Oklahoma

Address for giving notices:

Address for giving notices:

City of Stillwater, Engineering

Bancroft International

PO Box 1449

PO Box 436

Stillwater, OK 74076-1449

Stillwater, OK 74076

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Candy Staring

Carey E. Harris

Title: Engineering Director

Title: Vice President

Phone Number: (405) 742-8203

Phone Number: 405.743.3355

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: cstaring@stillwater.org

E-Mail Address: charris@keystone-els.com

Approved as to form and legality this _____ day of _____, 20____.

Kimberly Carnley, City Attorney

This is **EXHIBIT A**, consisting of **15** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as generally set forth below. Exhibit A defines a summary of the Scope of Services of contracted Task Orders and expected future Task Orders at the time of this agreement.

Task Orders will supercede Scope of Services expressed here in. In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, the Engineer's services will be detailed in duly executed Task Orders. Task Order outline and descriptions can be altered through written agreement between Owner and Engineer as excuted through Exhibit L-series Task Orders. All services, including scope, time for performance, and compensation will be authorized only through executed Task Orders.

PART 1 – BASIC SERVICES

A1.01 Survey Services

A. The Engineer/Surveyor shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Exhibit B which are not part of Engineer's Basic Services, and, if requested, assist Owner in obtaining such data and services.
3. Perform requested survey services in accordance with current Oklahoma Department of Transportation and Oklahoma and Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors standards and requirements.
4. Establish bench marks, survey control, and establish control monuments per item 3.
5. Prepare topographic and if directed property survey for specific projects identified in Task Order.
6. Provide new Right-of-Way or Easement documents and exhibits if directed.
7. Provide the following deliverables:
 - a. CAD drawing depicting existing conditions:
 - b. In Bentley Microstation V8i (.dgn) and Autodesk (.dwg) as directed in the Task Order

- c. Existing contours in 1 foot increments
 - d. Existing underground utilities as located by the one call system
 - e. Pipe flowline elevations at sanitary sewer and storm sewer manholes.
 - f. Property Owner information including Lot, Block, Volume and Page.
- 8. Coordinate files in .csv or .txt.
 - 9. TIN files able to be read by InRoads or Civil 3d or other, as requested.
- B. Engineer's services will be considered complete on the date when the final copies of the deliverables have been received by the Owner.

A1.02 *Preliminary Design Phase, General Services Description.* For Task Orders involving a “Preliminary Design Phase,” Engineer shall:

- A. Identify and evaluate the number of alternate solutions available to Owner listed in the Task Order for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
- B. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions for each of the Projects as directed by Owner through Task Order.
- C. For hydraulic systems, provide hydraulic modeling and engineering calculations to determine sizing and configuration per City, State and industry standards.
- D. Establish CAD and GIS formatting for the design drawings conforming to the Owner's standard GIS schema so that later as-built record submittals to the Owner allow for Owner's incorporation through native files and straightforward uploads to the Owner's GIS system. Refer to Appendix 1 to Exhibit A for digital data submission requirements.
- E. 35% Conceptual Design Plans. Preparation of 11"x17" plans identifying potential conflicts and to support determination of the best horizontal alignment, position or location for the proposed facilities. Submit 4 copies and one pdf true half size file. All plans created for Owner shall be scaled for full-size at 22"x34" and half-size at 11"x17".
- F. Complete Preliminary Design documents for separate Projects as specified in preamble of Agreement between Owner and Engineer for Professional Services in order to stagger review submittal packages for Owner review. Preliminary Project Design review packages will not be submitted with less than 30-days apart to provide adequate time for Owner review, Engineer response, and backchecks to be completed.
- G. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Include all fire

line watch valves potentially impacted by the project. Obtain all information necessary to design the facilities to City standards.

- H. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
- I. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
- J. Furnish one (1) electronic and three (3) review copies of each Preliminary Project Design document package and any other deliverables to Owner within 180 calendar days of Owner's authorization to proceed with each design package. Owner shall submit to Engineer any comments regarding the Preliminary Project Design documents and any other deliverables.
- K. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner one (1) electronic and three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.
- L. Engineer will conduct a one-day workshop with the Owner's personnel to review the Preliminary Design Phase products as defined above.
- M. Perform or provide additional Preliminary Design Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.
- N. Engineer's services under the Preliminary Design Phase Task Order will be considered complete when Preliminary Design Phase documents (35%), revised opinion of probable Construction Cost, and any other deliverables have been accepted by Owner.

A1.03 *Final Design Phase, General Services Description.* After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Program, and upon written authorization from Owner, Engineer shall:

- A. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
- B. Provide technical criteria, written descriptions, design data for filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Projects; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Engineer will file required applications for permits. The Owner will make direct payment to the various permitting entities as required to enable Engineer filing.

- C. 65% Preliminary Design Drawings. With Owner's comments and markups for 30% Design Plans, proceed to 65% Preliminary Design drawings including cover sheet, pay quantities, construction notes, details, and a survey control plan. Include an outline of technical specifications needed for the Bid Documents. Submit all documents to Owner for review and comment prior to proceeding to preparation of 95% Design drawings.
- D. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
- E. Prepare and furnish bidding documents for various projects, for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments.
- F. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit a final electronic copy of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.
- G. Engineer will conduct two (2), one-day workshops (65% and 95%) with the Owner's personnel to review the Final Design Phase products as defined above.
- H. Provide Owner administrative support for permitting, to include, but not limited to ODEQ, ODOT, County, Rail, and City, for State Revolving Fund (SRF) application, and Environmental Information Document (EID) on all Projects within Program scope. Submit drafts to Owner for review and comment.
- I. Provide surveying, legal descriptions and coordination for easement and right-of-way acquisition needs.
- J. With City's input, coordinate with private utilities (gas, fiber, phone, communication, others) through the Owner and ensure conflicts with these utilities and the project are identified and their relocation work is appropriately scheduled by their owner(s) to be clear of the project ahead of anticipated construction start.
- K. Provide support to Owner's Land Acquisition Technician for acquiring needed rights-of-way, easements and rights-of-entry. Provide staking or proposed easements for the purpose of communication with the property owners.
- L. Perform or provide additional Final Design Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.
- M. Engineer's services under the Final Design Phase will be considered complete once Bid Package documents, revised opinion of probable Construction Cost, and any other deliverables have been accepted by the Owner.
- N. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-

tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.04 Bidding – General Services Description.

A. Bidding Phase. After acceptance by Owner of the Bid Package Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Program, and upon written authorization by Owner, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
2. Provide process for and conduct pre-qualification of Contractors for Owner's approval.
3. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
4. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
5. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
6. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
7. Attend the pre-Bid meeting and Bid opening, prepare Bid tabulation sheets, provide written recommendation for award, prepare Conformed Contract Documents and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
8. Conform the Bid Documents to "For Construction" drawings, technical specifications and contract documents to include any addenda and clarifications made during bid phase.
9. Perform or provide additional Bidding Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

B. Engineer's services under the Bidding Phase will be considered complete when the contractor's Notice of Award letter has been issued by the Owner.

A1.05 Construction and Post-Construction Phases, General Services Description. After acceptance by Owner of the Bid Award Recommendation and conformed (For Construction) documents, and any

other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the phase, and upon written authorization by Owner to proceed, Engineer shall:

A. *Administrative Services.*

1. *Project Management:* Engineer will develop a general workplan that defines its delivery approach, staffing, responsibilities, and project deliverables. Engineer will advise Owner of the progress of construction. This include submitting monthly progress reports to the Owner and regular progress meetings and consultations with the Owner. Engineer shall prepare progress meeting agendas, record meeting minutes, and distribute the minutes.
2. ~~*General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
3. *Document Management System and Procedures:* Establish a system and set of procedures for managing, tracking and storing all relevant documents between the Contractor, Engineer and Owner produced during the Bid/Award, Construction and Closeout phases of the project. Engineer will utilize an appropriate computer based document management system selected by Engineer. Should the Owner require a specific system, the Owner will advise Engineer in advance and will compensate Engineer for any additional costs incurred. Engineer will, in coordination with the Owner, maintain hard copy records, suitably organized, of all relevant documentation.
4. *Communications:* Engineer will implement and maintain regular communications with the Contractor and Owner during the construction. Engineer will receive and log all communications from the Contractor and will coordinate the communications between the Owner and Contractor. Engineer will not communicate directly with the Contractor's subcontractors.

~~B. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~

C. *Field Instructions and Orders:* With Owner's approval, Engineer will issue field instructions, orders or similar documents during construction as provided in the contract for construction.

~~D. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~

- E. *Pre-Construction Conference:* Participate in each separate Project Pre-Construction Conference prior to commencement of Work at the Site.
- F. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- ~~G. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- H. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 2. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
- ~~I. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b)~~

~~will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.~~

- J. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- K. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and with Owner's Approval, prepare change orders and work change directives as required.
- L. *As Built Drawings And Record Documents:* Engineer will coordinate the Contractor's submittal of red line drawings, specifications and other as-built documents and shall prepare record drawings and transmit these to the Owner. Engineer will meet with the Contractor as necessary to discuss the preparation and submittal of red line or as-built drawings.
- M. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- N. *Contractor Clarifications and Requests for Information (RFI/CCIR):* Engineer will review the Contractor's requests for information or clarification of the contract for construction. Engineer will coordinate such review with the design team and with the Owner as appropriate. Engineer will coordinate and issue responses to the requests. Engineer will log and track the Contractor's requests. Engineer will assist the Owner in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Engineer will review such requests and will advise the Owner as to the acceptability of such substitutions.
- O. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
- P. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that

the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

- Q. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- R. *Safety:* Engineer will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. Engineer will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Engineer will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Engineer staff, or staff of Engineer subcontractors, to unsafe conditions. Engineer will notify affected personnel of any site conditions posing an imminent danger to them which Engineer observes. Engineer is not responsible for health or safety precautions of construction workers. Engineer is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
- ~~S. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~
 - ~~2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the~~

~~responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

- T. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.C.16, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.C.16.
- U. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- V. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- W. *Duration of Construction Phase:* The Construction Phase will commence with award of the first Construction Contract for the Project or any part thereof and will terminate upon Notice of Acceptability of Work (Exhibit E) recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

- X. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- Y. Perform or provide additional Construction Phase tasks or deliverables as need by Owner and agreed upon by Engineer.
- Z. Engineer's services under the Construction Phase will be considered complete when the Notice of Acceptability of Work letters for each Project (Engineer's final inspection approval letter), and any other deliverables have been accepted by Owner.
- AA. Post-Construction Phase. After acceptance by Owner of the Notice of Acceptability of Work letter, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Together with Owner, visit Projects to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit Projects within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Prepare and submit record drawings for all Projects.
 - Provide record drawings reflecting all field changes and final quantities. Submittals shall include two full sized reproducible prints, one full sized PDF file and one true half sized PDF file. Submittal should also include electronic files conforming to the Owner's requirements listed in Appendix 1 to Exhibit A.
 - Record drawings shall reflect the project as installed, according to information provided by observation by the Engineer, markups by the contractor, markups by the inspector, field orders, change orders, and other sources of information made available to the Engineer.
 - Record drawings shall generally be similar in appearance to design drawings. Drawing elements that do not reflect the project as constructed shall be deleted, not struck through, and replaced with updated elements. Differences between bid docs and record drawings shall be colored red and clouded and annotated for review, but the final record drawings shall not include clouds and be fully understandable in black and white.

- Engineer shall ensure that bid documents require adequate as-built information from the Contractor in order to meet the above requirements.
- 4. Perform or provide additional Post-Construction Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.
- BB. Engineer's services under the Post-Construction Phase will be considered complete once all record drawings, and any other deliverables have been accepted by the Owner.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 4. Services resulting from Owner's request to evaluate additional Program Definition Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 - 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - 6. Providing renderings or models for Owner's use.
 - 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining

- process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.04.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
 14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.C.10, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
 16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
 17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
 18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 19. Assistance in connection with the adjusting of Project equipment and systems.
 20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
 21. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

22. Overtime work requiring higher than regular rates.

23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

~~A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~

- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
- ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
- ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
- ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.C.26.~~
- ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that~~

~~exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

GIS Digital Data Submission Requirements

The Engineer shall produce GIS and CAD files in such a way that allows the Owner to incorporate new or revised field data and information electronically into Owner's geographical record system. The submission requirements by the Engineer to the Owner for all files include the following criteria.

1. Digital Data Submission for GIS and CAD applies to all plan sheets submitted to the Owner including but not limited to site plans, design drawings, alignments, facilities drawings, easements, rights-of-way, as-builts and final plats.
2. Acceptable data formats in order of preference include:
 - a) ESRI Geodatabase (Personal or File)
 - b) ArcView Shapefiles
 - c) DXF (AutoCAD Drawing Exchange Format)
 - d) DWG (CAD drawing file)
3. Standard transfer media will be accepted on flash drives or through upload to cloud.
4. All drawing elements shall be submitted referencing the Oklahoma State Plane Coordinate System and will utilize the North American Datum of 1983 (NAD83) for horizontal control and be measured in US Feet (not meters).
 - a) Projection Name:
"NAD_1983_StatePlane_Oklahoma_North_FIPS_3501_Feet"
5. To expedite the conversion of CAD data, if so provided, into the Owner's GIS, the following requirements shall be met:
 - a) Closure is critical in converting CAD elements to GIS features, all polygon features (i.e. parcel boundaries) shall be 'snapped' closed.
 - b) Submitted files shall contain only complete point, polyline or polygon features.
 - c) The segregation of layering shall allow for each component to be individually isolated in its entirety.
 - d) Proposed and existing entities shall be on separate layers.
 - e) The submittal with its required layers shall not maintain any external references, attachments, or third party layers.
 - f) Drawing features and layers shall include descriptive attributes in a feature linked attribute table. See Table 1.

6. Digital submissions to the Owner shall only include the base and utility system layers listed in Table 1. At the Engineer's request, Owner will provide digital data schema conforming to and expanding Table 1.

Table 1: Digital Data Schema⁽¹⁾

Layer Name	Data Type	Layer Description	Attribute ⁽²⁾
Base			
Street	Polyline	Street Centerline	Streetname
Road_EOP	Polyline	edge of pavement	
Easement	Polyline	Easement	Type, Width
Lot	Polyline	Lot	Lot, Block number
Block	Polyline	Block	
Subdivision	Polyline	Subdivision	Subdivision name
Building	Polyline	Building Footprints	
Driveway	Polyline	Driveway	
Water			
wMain	Polyline	Water main	Size, Material
wSystemValve	Point	Water valve	Size, Type
wHydrant	Point	Fire hydrant	Manufacture
wFitting	Point	Water Fitting	Type, Size
wServiceConnection	Point	Water Meter	
Wastewater			
Sewerline	Polyline	Wastewater Mains	Size, Material
Manhole	Point	Wastewater Manholes	Type, Depth, Size
Stormwater			
swClosedChannels	Polyline	Stormwater Closed Channel	Type, Material ⁽²⁾
swOpenChannel	Polyline	Stormwater Open Channel	Type
swNetworkStructure	Point	Stormwater Structure	Type
swManhole	Point	Stormwater Manhole	Type, Size
swInlet	Point	Stormwater Inlet	Type, Dimension
swOutlet	Point	Stormwater Outlet	Type, Dimension
Electric			
PrimaryConductor	Polyline	Electric Main Line	
SecondaryConductor	Polyline	Electric Secondary Line	
TransformerBank	Point	Electric Transformer	
PowerPole	Point	Power Pole	
LightPole	Point	Light Pole	
(1) At the Engineer's request, Owner will provide digital data schema conforming to and expanding Table 1.			
(2) Additional attributes are available in Owner's digital data schema.			

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment

to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security program that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *None identified*.

The This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

Exhibit C outlines conditions for Program compensation of Professional Services. Task Orders will supercede or supplement, as indicated therein, Item C2.01.A.3 by itemizing, expanding, or redistributing compensation values based on further defined Scope of Services as agreed upon by both Owner and Engineer, and will become the basis for financial commitment.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to Engineer’s Direct Labor Costs (referred to in and part of the Agreement between Owner and Engineer for Professional Services Article 8.01), times a factor of 3.0 for the services of Engineer’s personnel engaged on the Program, plus Reimbursable Expenses.
 2. Engineer’s Reimbursable Expenses and Hourly Rate Schedule is attached to this Exhibit C as Appendix 1.
 3. The total compensation for services under Paragraph C2.01 is estimated as summarized in each Task Order Exhibit. The initial Task Order No. 1 is based on the following distribution of compensation:
 - a. Exhibit L-01, Task Order No. 1, Not to Exceed \$17,300
 - 1) 50% Submittal, \$2,000
 - 2) 90% Submittal, \$6,300
 - 3) 100% Submittal, \$1,600
 - 4) Bid Phase Support, \$3,100
 - 5) Construction Support Services, \$4,300
 4. Engineer may, upon written approval by Owner, alter the distribution of compensation between individual phases of the work noted herein to be consistent

with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See C2.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, to include estimated annual escalation of Direct Labor Costs.
6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as labor rates change to reflect equitable changes to the compensation payable to Engineer. The first adjustment will occur no earlier than one (1) year after the effective date of this agreement. Annual salary escalation is limited to 3% per year. On an individual basis, Owner may consider escalation above 3% based on promotions or other individual factors of the Engineer's Direct Labor Costs.

C2.02 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities;~~ toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0 (0% increase).

- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer. The first adjustment may occur no earlier than one (1) year after the effective date of this agreement.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0 (0% increase).
- B. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts:

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Reimbursable Expenses and Hourly Rate Schedule

The Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Engineers Consultants (subconsultants)	<u>per Paragraph C2.03 to Exhibit C</u>
8"x11" Copies/Impressions	<u>\$0.25/sq. ft.</u>
Mileage (auto)	<u>at IRS published rate, currently \$0.655/mile for 2023</u>
Meals and Lodging	at cost
Equipment Rental (flow meters, surveying, etc)	at cost

Direct Labor Cost (Hourly Rates)

Project Director	\$200/hour
Project Manager	\$175/hour
Professional Engineer	\$160/hour
Design Engineer	\$105/hour
Computer Technician	\$75/hour
Clerical	\$45/hour
Professional Land Surveyor	\$160/ hour
Survey Crew	\$150/hour
Survey Crew Construction Staking	\$150/hour

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|-------------------------------------|-------------------------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability: | \$1,000,000 Aggregate Comprehensive |
| c. General Liability | |
| 1) Bodily Injury; each occurrence | \$500,000 |
| 2) Property Damage; each occurrence | \$500,000 |
| 3) General Aggregate: | \$1,000,000 |
| d. Professional Liability- | |
| 1) Annual Aggregate | \$1,000,000 |
| e. Automobile liability | |
| 1) Bodily Injury; each person | \$300,000 |
| 2) Property Damage; each occurrence | \$1,000,000 |

The City of Stillwater/Stillwater Utilities Authority shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Insured from carrying insurance in amounts exceeding said liability limits so long as the City/SUA is not named as an additional insured in any amount in excess of said statutory liability limits.

B. *Additional Insureds:*

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT K**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20__.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. ____ to Task Order ____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

b. Owner: City of Stillwater / Stillwater Utilities Authority

c. Engineer: Bancroft International

d. Project: Surveying, Engineering and Construction Administration Services

2. *Description of Modifications:*

a. Engineer shall perform or furnish the following Additional Services:

[Insert description of additional scope]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

[List current contract scope change documents to include Task Orders]

c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

[\$ insert change amount]

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ _____
b. Net change for prior amendments:	<i>[\$ Insert]</i>
c. This amendment amount:	<i>[\$ Insert]</i>
d. Adjusted Agreement amount:	<i>[\$ Insert]</i>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date executed by Owner signature below.

OWNER:

ENGINEER:

City of Stillwater

Bancroft International

By: _____

By: _____

Title: Brady Moore, Interim City Manager

Title: Kelly D. Harris, President

Date Signed: _____

Date Signed: _____

EXHIBIT L
SUGGESTED FORM OF TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: _____

B. Description: _____

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under _____ construction contracts.

2. Services of Engineer

[Indicate scope of Service of Engineer]

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

[Indicate additional Owner's Responsibilities]

4. Times for Rendering Services

[Indicate schedule of Services of Engineer]

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

[Indicate itemized table of compensation]

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

[Indicate changes to Consultants scope of service to include compensation and schedule]

7. Other Modifications to Agreement:

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments:

[Provide attachments, if applicable]

9. Documents Incorporated By Reference:

[Insert documents for reference, if applicable]

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: City of Stillwater

By: Bancroft International

By: _____

By: _____

Name: Brady Moore

Name: Kelly D. Harris

Title: Interim City Manager

Title: President

Engineer License or Firm's C.A. 9126
Certificate No. _____
State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Candy Staring

Name: Carey E. Harris

Title: Director

Title: Vice President

Address: PO Box 1449
Stillwater, OK 74076-1449

Address: PO Box 436
Stillwater, OK 74076

E-Mail
Address: cstaring@stillwater.org

E-Mail
Address: charris@keystone-els.com

Phone: 405.742.8203

Phone: 405.743.3355

Fax: _____

Fax: _____



REPORT TO: CITY/SEDA/SUA

MEETING DATE: JULY 11, 2023

Agenda Item:	3q. CC-23-112 2h. SUA-23-38 2c. SEDA-23-09
Background / Issue:	• Municipalities in Oklahoma are required to adopt an annual budget. • When City Council/SUA Trustees/SEDA Trustees adopt the expenditure budgets, those funds become appropriated, which means they are reserved in the fiscal year for the purpose they were intended. • At the end of a fiscal year, there may be projects, materials, or services that have been appropriated for but are incomplete or not yet received. If no action is taken to re-appropriate those funds in the new budget year, the funding will lapse. City staff refers to the re-appropriation as a carry forward. • Finance staff works with City departments to identify incomplete projects and materials or services not yet received for which the funds should be carried forward in order to complete the procurement process. • This list of carry forward requests is attached for consideration by the Council/Trustees.
Financial Impact/Funding Source(s):	There is no cash balance impact when approving carry forward requests since the funds have been previously reserved for the purpose they were intended.
Related Strategic Priority:	Strategic Priority #1: Effective Services & Accountable Government
Recommended Action/Motion:	Staff recommends City Council/SUA Trustees/SEDA Trustees approve the carry forward of budget appropriations from FY23 to FY24 as presented.
Prepared By:	Christy Cluck, Finance Director
Reviewed By:	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Carry Forward Request – Expenditures Carry Forward Request - Revenues

ward Request - Revenue
2023

Approved by: City Council

Date: 7/10/2023

Description	Account No.	FY23 Budget	FY23 Actual	FY23 Balance	FY24 Re-Appropriation
Fire Assistance Grant	1016510-43100	\$ 256,246.00	\$ 29,072.03	\$ 227,173.97	\$ 277,174.00
Trailer Repair Grant	1016510-43100	\$ 23,173.00	\$ 6,767.08	\$ 16,405.92	\$ 16,406.00
MRG Reimbursement	1011020-48702	\$ 1,000,000.00	\$ 103,212.00	\$ 896,788.00	\$ 896,788.00
Disaster Mitigation Grant	1014035-43100	\$ 221,677.00	\$ 25,351.66	\$ 196,325.34	\$ 196,326.00
eMedia LSTA / Federal Grant Re	1015510-43100	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Total General Fund		\$ 1,321,677.00	\$ 178,563.66	\$ 1,143,113.34	\$ 1,143,114.00
CDBG 2021 Small Cities Grant	1703000-43100	\$ 172,000.00	\$ -	\$ 172,000.00	\$ 172,000.00
CDBG 2022 COVID Relief Grant	1703000-43100	\$ 265,000.00	\$ 257,315.01	\$ 7,684.99	\$ 7,685.00
CDBG 2023 COVID Relief Grant	1703000-43100	\$ 365,000.00	\$ -	\$ 365,000.00	\$ 365,000.00
Total CDBG		\$ 802,000.00	\$ 257,315.01	\$ 544,684.99	\$ 544,685.00
Fund					
CC Accessibility / Donations	2305213-48701	\$ 296,700.00	\$ -	\$ 296,700.00	\$ 296,700.00
Total CDBG		\$ 296,700.00	\$ -	\$ 296,700.00	\$ 296,700.00
ARPA Grant	8107010-43100	\$ 1,146,189.00	\$ 544,227.20	\$ 601,961.80	\$ 601,962.00
Apron Ph III / Federal Grant Rev	8207010-43100	\$ 2,929,009.00	\$ 2,372,944.52	\$ 556,064.48	\$ 556,065.00
Master Plan Update	8207010-43100	\$ 250,972.00	\$ -	\$ 250,972.00	\$ 250,972.00
Snow Removal Equipment	8207010-43100	\$ 633,996.00	\$ -	\$ 633,996.00	\$ 633,996.00
Airfield Electric	8207010-43100	\$ 318,400.00	\$ 207,194.00	\$ 111,206.00	\$ 111,206.00
BIL Grant #1	8207010-43100	\$ 1,019,233.00	\$ 327,682.00	\$ 691,551.00	\$ 691,551.00
BIL Grant #2	8207010-43100	\$ 1,019,003.00	\$ -	\$ 1,019,003.00	\$ 1,019,003.00
Total Airport		\$ 7,316,802.00	\$ 3,452,047.72	\$ 3,864,754.28	\$ 3,864,755.00

Total	\$	9,737,179.00	\$	3,887,926.39	\$	5,849,252.61	\$ 5,849,254.00

City Carry Forward Request - Expenditures

Updated: 7/1/2023

Approved by: City Council

Date: 7/10/2023

Project #	PO #	Description	Account No.	FY23 Budget	FY23 Actual Expense	FY23 Encumbrance	FY23 Balance	FY24 Re-Appropriation
General Fund								
<u>City Attorney</u>								
	P0016483	Weatherford	1011610-53069	\$ 500.00	\$ 120.00	\$ 380.00	\$ 380.00	\$ 380.00
	P0017368	Weatherford	1011610-53069	\$ 25,000.00	\$ 840.00	\$ 24,160.00	\$ 24,160.00	\$ 24,160.00
	P0016811	Collins Zorn & Wagner	1011610-53069	\$ 40,000.00	\$ 28,240.29	\$ 11,759.71	\$ 11,759.71	\$ 11,760.00
	P0016342	Beth Ann Childs	1011610-53069	\$ 45,000.00	\$ 24,130.00	\$ 20,870.00	\$ 20,870.00	\$ 20,870.00
	P0016923	Westlaw Online Subscription	1011610-52040	\$ 4,964.21	\$ -	\$ 4,964.21	\$ 4,964.21	\$ 4,965.00
	P0017338	Supplement No.9 to City Code	1011610-52040	\$ 2,792.48	\$ -	\$ 2,792.48	\$ 2,792.48	\$ 2,793.00
	P0016939	IMLA 2023 Conference Hotel Reservation	1011610-53068	\$ 7,000.00	\$ -	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
	P0017048	IMLA 2023 Conference Flight Expense	1011610-53068	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	P0016809	IMLA 2023 Conference Registration	1011610-53055	\$ 1,725.00	\$ -	\$ 1,725.00	\$ 1,725.00	\$ 1,725.00
<u>Finance</u>								
<u>City Engineering</u>								
	P0017019	21DS05 - Construction testing	1014015-53069	\$ 4,000.00	\$ 2,303.00	\$ 1,697.00	\$ 1,697.00	\$ 1,697.00
19TR09101	P0004088	Stormwater Master Plan	1014035-54010	\$ 5,283.00	\$ -	\$ 3,518.07	\$ 5,283.00	\$ 5,283.00
21TR12101	P0012525	FEMA Pre-Disaster Mitiga Grant	1014035-54010	\$ 297,822.00	\$ 241,264.57	\$ 56,556.71	\$ 56,557.43	\$ 56,558.00
<u>CMO</u>								
	P0013546	JP Morgan/US Conference of Mayors Dues	1011020-53064	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
	P0011910	Johnson Controls	1011020-53064	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
	P0016835	Strategic Government Resources Inc.	1011020-53064	\$ 26,000.00	\$ 15,693.34	\$ 10,306.66	\$ 10,306.66	\$ 10,307.00
	P0016696	William Brian Thomas S05 Architect (Animal Welfare)	1011020-53069	\$ 20,000.00	\$ 14,566.95	\$ 5,433.05	\$ 5,433.05	\$ 5,434.00
	P0016942	North Star Research Grp (HVS Facilities Consulting)	1011020-53064	\$ 49,000.00	\$ 23,000.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
	P0013589	American Airlines Inc - MRG	1011020-53053	\$ 2,000,000.00	\$ 225,368.00	\$ 1,774,632.00	\$ 1,774,632.00	\$ 1,774,632.00
		Contingency - Designated	1011020-53131	\$ 2,449,375.00	\$ 250,000.00	\$ -	\$ 2,199,375.00	\$ 2,199,375.00
		Compensation Contingency	1011020-51100	\$ 1,200,000.00	\$ -	\$ -	\$ 1,200,000.00	\$ 1,200,000.00
		Grant Match - bullet proof vests	1011020 53145	\$ 257,111.00	\$ -	\$ -	\$ 257,111.00	\$ 257,111.00
23GG03101		Opiod Settlement	1011020-53066	\$ 197,269.00	\$ -	\$ -	\$ 197,269.00	\$ 197,269.00
<u>Community Resources</u>								
	P0016978	Lee Co - replace basement doors	1015213 53020	\$ 5,275.84	\$ -	\$ 5,275.84	\$ 5,275.84	\$ 5,276.00
	P0016910	Marshall Elec - Couch Bathrooms Electricity	1015050 53020	\$ 4,330.00	\$ -	\$ 4,330.00	\$ 4,330.00	\$ 4,330.00
	23PR02101	Boomer Lake Dock Repair	1015010 54010	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	\$ 40,000.00
		Special Events - Designate for winter grass kill at Lakeside Golf	1015220-53105	\$ 28,721.00	\$ 1,176.99	\$ 1,708.50	\$ 25,835.51	\$ 25,836.00
<u>Community Development</u>								
23DS01101	P0016937	Comprehensive Plan (PO#P0016937)	1013010-54010	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00
<u>Emergency Management</u>								
	P0010965	Murphy's Technical Services Inc. - security system door access cards	1016026-52077	\$ 4,081.00	\$ -	\$ 4,081.00	\$ 4,081.00	\$ 4,081.00
	P0015444	Replacement batteries for a light tower	1016026-53030	\$ 3,250.00	\$ -	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
	P0017516	Simpson Analog Meters for radio repair	1016026-53030	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
<u>Fire</u>								
19FD06101		Fire Public Education	1016510-53047	\$ 7,105.00	\$ 3,603.00	\$ -	\$ 3,502.00	\$ 3,502.00
20FD06101		Donation PPE	1016510-52048	\$ 6,512.00	\$ 2,785.41	\$ 3,415.31	\$ 3,726.59	\$ 3,727.00
22FD02101	P0016796	Grant for Rescue Equipment	1016510-53045	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
22FD03101	P0016796	Safety Equipment Grant	1016510-53045	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
22FD04101	P0016796	Walmart Grant	1016510-53045	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
23FD01101		Fire Fighter Assistance Grant	1016510-53045	\$ 256,246.00	\$ 29,072.03	\$ -	\$ 227,173.97	\$ 227,174.00
23FD02101	P0016573,PO	Donation: Extrication Tools	1016510-54007	\$ 66,000.00	\$ 6,163.83	\$ 58,320.00	\$ 59,836.17	\$ 59,837.00

23FD03101	P0017397	Donation: Community Risk Reduction	1016510-54007	\$	1,000.00	\$	119.76	\$	98.00	\$	880.24	\$	881.00
23FD04101		Grant: Trailer Repair (OOHS)	1016510-53045	\$	23,173.00	\$	6,310.35	\$	14,600.00	\$	16,862.65	\$	16,863.00
	P0017156	Two way radio antennas	1016510-52045	\$	25.35	\$	-	\$	25.35	\$	25.35	\$	26.00
	P0017401	Havis Shield consoles	1016510-53018	\$	625.00	\$	-	\$	625.00	\$	625.00	\$	625.00
	P0015668	Rural Rate Study-Newgen Strategies	1606510-53069	\$	40,900.00	\$	33,940.00	\$	6,960.00	\$	6,960.00	\$	6,960.00
	P0016531	Firefighter Turn Out Gear	1016510-52044	\$	22,680.00	\$	-	\$	22,680.00	\$	22,680.00	\$	22,680.00
	P0017629	SuperVac PPE fan	1016510-52045	\$	4,615.00	\$	-	\$	4,615.00	\$	4,615.00	\$	4,615.00
	P0017554	Magnetic Mic Holders	1016510-52046	\$	400.00	\$	-	\$	400.00	\$	400.00	\$	400.00
	P0017609	Window Blind	1016510-53020	\$	78.00	\$	-	\$	78.00	\$	78.00	\$	78.00
	P0013843	Uniform Badges	1016510-52041	\$	517.80	\$	-	\$	517.80	\$	517.80	\$	518.00
	P0016288	CentralSquare - CAD PS Pro Fire Arriving Interface	1016510-53004	\$	4,500.00	\$	2,209.31	\$	2,340.69	\$	2,290.69	\$	2,291.00
IT													
	P0011566	CentralSquare Finance Enterprise Upgrade	1011210-53064		26,640.00		24,165.00		2,475.00		2,475.00	\$	2,475.00
	P0014499	Tyler Tech - Court/Police third-party interface software	1011210-53071		7,125.00		-		7,125.00		7,125.00	\$	7,125.00
	P0017632	FileSavers Data Recovery	1011210-53064		10,000.00		-		10,000.00		10,000.00	\$	10,000.00
	P0016288	CentralSquare - CAD PS Pro Fire Arriving Interface	1016510-53004		4,550.00		2,209.31		2,340.69	\$	2,340.69	\$	2,341.00
	P0017306	Amazon - PC Parts/Misc	1011210-52077		750.00		299.85		450.15	\$	450.15	\$	451.00
Library													
	P0015741	United Systems - delayed Wifi 6 system equipment (part 1)	1015510-52046	\$	2,789.04	\$	-	\$	2,789.04	\$	2,789.04	\$	2,790.00
20LB02101		FOL-Teen	1015510-53041	\$	4,077.00	\$	1,859.04	\$	-	\$	2,217.96	\$	2,218.00
20LB03101		FOL-Adult	1015510-53041	\$	5,232.00	\$	3,741.03	\$	-	\$	1,490.97	\$	1,491.00
20LB04101		FOL-Children	1015510-53041	\$	11,850.93	\$	7,120.67	\$	-	\$	4,730.26	\$	4,731.00
20LB05101		FOL-Misc	1015510-53041	\$	1,858.00	\$	-	\$	-	\$	1,858.00	\$	1,858.00
20LB07101	P0014347	Undesignated Donations	1015510-53041	\$	1,716.00	\$	-	\$	1,368.30	\$	1,716.00	\$	1,716.00
21LB07101		Designated Donations	1015510-53041	\$	8,921.57	\$	2,250.00	\$	-	\$	6,671.57	\$	6,672.00
23LB03101		eMedia LSTA / Grant Expenditur	1015510-53045	\$	100,000.00	\$	50,000.00	\$	-	\$	50,000.00	\$	50,000.00
23LB04101		Adult Online HS / Grant Expenditur	1015510-53045	\$	8,313.00	\$	7,675.79	\$	-	\$	637.21	\$	638.00
23LB05101		2022 State Aid / Grant Expenditur	1015510-53045	\$	17,432.00	\$	9,834.76	\$	2,589.99	\$	7,597.24	\$	7,598.00
Police													
	P0014384	Ammunition	1016025-52028	\$	14,650.01	\$	-	\$	14,650.01	\$	14,650.01	\$	14,651.00
		Animal Welfare Repair Structures	1016027-53020	\$	95,500.00	\$	90,535.55	\$	-	\$	4,964.45	\$	4,965.00
23PD03101		AW Vaccine Clinic Proceeds	1016027-52033	\$	965.00	\$	941.00	\$	-	\$	24.00	\$	1,899.00
22PD07101		Crisis Intervention Donation	1016025-53041	\$	1,199.00	\$	-	\$	-	\$	1,199.00	\$	1,199.00
18PD01101		K9 Program Donations	1016025-53041	\$	2,328.00	\$	-	\$	-	\$	2,328.00	\$	2,328.00
20PD09101		Animal Welfare Donatoins	1016027-53041	\$	4,392.00	\$	2,481.51	\$	-	\$	1,910.49	\$	2,164.00
21PD09101		DUI Simulator	1016025-53041	\$	15,461.00	\$	-	\$	-	\$	15,461.00	\$	15,461.00
21PD11101		Equitable Sharing Program	1016025-53045	\$	22,152.00	\$	12,584.34	\$	-	\$	9,567.66	\$	9,568.00
Public Works													
	P0013675	ANNUAL SOFTWARE MAINT / TRAFFIC CONTROL	1014841-53071		17,240.00		-		17,240.00		17,240.00	\$	17,240.00
	P0017187	EDIT FASTER SOFTWARE	1014810-53066		500.00		-		500.00		500.00	\$	500.00
	P0013681	RECERT OF FIRE SYSTEMS / EQUIP INSP / SERVICE CTR	1014841-53064		500.00		-		500.00		500.00	\$	500.00
	P0017416	LICENSE RENEWALS	1014841-53053		1,932.00		-		1,932.00		1,932.00	\$	1,932.00
	P0013683	CITY WIDE SPRAYING	1014841-53094		3,000.00		350.00		2,650.00		2,650.00	\$	2,650.00
	P0013684	ANNUAL DIELECTRIC TRUCK TESTING	1014841-53064		1,500.00		-		1,500.00		1,500.00	\$	1,500.00
	P0017261	IRRIGATION MAINT / REPAIRS / BALLFIELDS	1014841-53064		800.00		-		800.00		800.00	\$	800.00
	P0017550	BALL FIELD IRRIGATION MAINT / REPAIR	1014841-53064		200.00		-		200.00		200.00	\$	200.00
	P0013685	GENERATOR MAINT / ANNUAL / SEMI-ANNUAL	1014841-53064		800.00		-		800.00		800.00	\$	800.00
	P0016164	REPAIRS TO BUCKET TRUCK	1014810-53066		740.00		-		740.00		740.00	\$	740.00
	P0017013	REPAIR BUCKET TRUCK	1014841-53018		1,617.76		-		1,617.76		1,617.76	\$	1,617.76
	P0016667	NEW TURF & PADDING INSTALL / ARRINGTON PARK	1014841-53064		1,723.33		-		1,723.33		1,723.33	\$	1,723.33
	P0016917	BACKET / HARDWARE FOR SIGNAL HEADS TO MAST ARMS	1014841-52046		1,600.00		-		1,600.00	\$	1,600.00	\$	1,600.00
	P0017425	Mowing Contract / BID#35-2023	1014841-53094	\$	51,226.59	\$	-	\$	51,226.59	\$	51,226.59	\$	51,227.00
	P0014378	Landscape Maint / CW Contract	1014841-53094	\$	96,887.00	\$	79,230.00	\$	17,657.00	\$	17,657.00	\$	17,657.00
	P0013823	B & L annual contract for Muni/P.D.	1014880-52023	\$	57,600.00	\$	48,000.00	\$	9,600.00	\$	9,600.00	\$	9,600.00

P0017605	Supplies for Muni/P.D./Fitness Center	1014880-52046	2,282.04	\$	-	\$	2,282.04	\$	2,282.04	\$	2,283.00
P0014817,P0	Repair/Structure Muni/P.D./Fitness Center	1014880-52046	41,928.00	\$	31,948.60	\$	9,979.37	\$	9,979.40	\$	9,980.00
Total General Fund			\$ 8,470,754.95	\$	1,286,133.28	\$	2,919,351.65	\$	7,182,913.17	\$	7,185,058.09
City Capital Fund											
<u>Airport</u>											
21AP01105	Stair Truck-Houston International	1057010-54001			\$	-	\$	-			
22AP02105	GH2 Roof (PO54012 =\$80,000.00)	1057010-54012					\$	-			
22AP01105	Rehab 04/22 Taxiway System	1057010-54009					\$	-			
22AP03105	Rehab TH-2 Aprons	1057010-54009					\$	-			
22AP26105	Remark Runway	1057010-54009					\$	-			
<u>City Engineering</u>											
22TR03105	Replace Vehicle Computers	1054015-54008	\$	2,239.00	\$	1,861.41	\$	-	\$	377.59	\$ 378.00
19TR09105	P0004088 Stormwater Master Plan	1054035-54010	\$	823,795.00	\$	63,889.09	\$	88,824.50	\$	759,905.91	\$ 759,906.00
23TR05105	Sangre Road Bridge Runners	1054035-54012	\$	13,200.00	\$	-	\$	12,000.00	\$	13,200.00	\$ 13,200.00
22TR07105	P0016706 Deferred Maintenance	1054035-54020	\$	5,199.00	\$	4,286.28	\$	-	\$	912.72	\$ 913.00
22TR14105	Miller to Duck S Side	1054035-54020	\$	1,908.00	\$	377.50	\$	-	\$	1,530.50	\$ 1,531.00
<u>Community Resources</u>											
22PR01105	P0016259 Hoskins, Greg (UBC Precast) - Couch Bathrooms	1055010-54012		92,614.00		65,908.80		26,705.20	\$	26,705.20	\$ 26,706.00
20PR07105	Grant McMurtry / Rec Site Improvement	1055010-54016		19,525.00		14,826.71		-	\$	4,698.29	\$ 4,699.00
<u>CMO</u>											
23GG01105	P0016220 GH2 Architects (Project #23GG01105 roof repairs)	1051020-54012		100,000.00	\$	65,511.01	\$	34,488.99	\$	34,488.99	\$ 34,489.00
<u>IT</u>											
22IT04105	P0017500 Amazon - CyberPower Project Accessories	1051210-54008		193,566.00		171,506.83		4,500.00	\$	22,059.17	\$ 22,060.00
<u>Police</u>											
22PD02105	P0011833,P0 Body Worn Cameras	1016025-54008	\$	21,095.00	\$	650.00	\$	16,895.03	\$	20,445.00	\$ 20,445.00
23PD05105	P0017669 6 Patrol Vehicles	1056025-54001	\$	400,000.00	\$	-	\$	241,736.00	\$	400,000.00	\$ 400,000.00
Total City Capital			\$ 1,673,141.00	\$	388,817.63	\$	425,149.72	\$	1,284,323.37	\$	1,284,327.00
<u>CDBG</u>											
22DS03170	CDBG 2022 COVID Relief Grant	1703000-54032	\$	265,000.00	\$	257,340.01	\$	-	\$	7,659.99	\$ 7,660.00
23DS02170	CDBG 2023 COVID Relief Grant	1703000-54032	\$	365,000.00	\$	174,562.21	\$	-	\$	190,437.79	\$ 190,438.00
21DS05170	P0015082 CDBG 2021 Small Cities Grant	1703000-54032	\$	172,000.00	\$	69,364.25	\$	102,635.75	\$	102,635.75	\$ 102,636.00
21DS05170	P0015082 CDBG 2021 Small Cities Grant (match)	1703000-54030	\$	56,333.00	\$	-	\$	56,333.00	\$	56,333.00	\$ 56,333.00
23DS03170	CDBG 2022 Small Cities Grant	1703000-54032	\$	222,500.00	\$	-	\$	-	\$	222,500.00	\$ 222,500.00
Total CBDG			\$ 1,080,833.00	\$	501,266.47	\$	158,968.75	\$	579,566.53	\$	579,567.00
<u>Home Buyer's Assistance</u>											
21DS01205	1st Time St-LMI/Home Buyers Assistance	2050000-53119	\$	30,192.00	\$	10,064.00	\$	-	\$	20,128.00	\$ 20,128.00
21DS03205	1st Time Stillwater/Home Buyer Assistance	2050000-53119	\$	86,666.00	\$	35,224.00	\$	-	\$	51,442.00	\$ 51,442.00
Total Home Buyer's Assistance			\$ 116,858.00	\$	45,288.00	\$	-	\$	71,570.00	\$	71,570.00
<u>Grant Fund</u>											
23WT03180	P0016443 Raw Water Storage	1809216-54009	\$	1,025,000.00	\$	19,677.77	\$	1,005,322.23	\$	1,005,322.23	\$ 1,005,323.00
23WT04180	P0016420 WTP Lime System	1809216-54009	\$	4,267,958.00	\$	367,738.67	\$	3,900,219.33	\$	3,900,219.33	\$ 3,900,220.00
Total Home Buyer's Assistance			\$ 5,292,958.00	\$	387,416.44	\$	4,905,541.56	\$	4,905,541.56	\$	4,905,543.00
<u>GO Bond Fund</u>											
22GO01330	P0015915 James Kirkpatrick Architect (FS#2 Prjct #22GO01330)	3300000-54009		8,862,448.00	\$	121,647.00	\$	709,321.00	\$	8,740,801.00	\$ 8,740,801.00

Total Self Insurance Fund				\$	8,862,448.00	\$	121,647.00	\$	709,321.00	\$	8,740,801.00	\$	8,740,801.00
<u>Bostick Gym Fund</u>													
		Bostick Gym Donation	2816025-53041	\$	19,941.00	\$	631.53	\$	-	\$	19,309.47	\$	19,310.00
Total Bostick Gym Fund				\$	19,941.00	\$	631.53	\$	-	\$	19,309.47	\$	19,310.00
<u>Park Donations</u>													
20PR06230		Dog Park Donations	2305010-53041	\$	4,300.00	\$	675.00	\$	-	\$	3,625.00	\$	3,625.00
19PR02230	P0015233	Donor Sign Strickland	2305010-54017	\$	25,668.00	\$	4,868.37	\$	1,450.00	\$	20,799.63	\$	20,800.00
22PR05230	P0015095	CC Assessibility	2305213 54009	\$	363,071.00	\$	326,355.00	\$	36,716.00	\$	36,716.00	\$	36,716.00
22PR07230		Couch Tennis Courts Resurface	2305010 53041	\$	5,000.00	\$	-	\$	-	\$	5,000.00	\$	5,000.00
Total Park Donations				\$	29,968.00	\$	5,543.37	\$	1,450.00	\$	24,424.63	\$	24,425.00
<u>Stormwater Fund</u>													
	P0017627	McCroskey Tort Claim	2104841-53011	\$	2,703.00	\$	-	\$	-	\$	2,703.00	\$	2,703.00
22TR05210		Berry Creek Drainage	2104035-53067	\$	10,384.00	\$	-	\$	-	\$	10,384.00	\$	10,384.00
22TR06210		Wright Drive Drainage	210-53067	\$	3,846.00	\$	-	\$	-	\$	3,846.00	\$	3,846.00
22TR07210		Deferred Maintenance	210-53067	\$	2,308.00	\$	-	\$	-	\$	2,308.00	\$	2,308.00
22TR10210		500 S Orchard RCB Repair	210-53067	\$	3,077.00	\$	-	\$	-	\$	3,077.00	\$	3,077.00
22TR11210		700 E Lakeview Drain	210-53067	\$	1,538.00	\$	-	\$	-	\$	1,538.00	\$	1,538.00
22TR05210		Berry Creek Drainage	2104035-54009	\$	75,000.00	\$	-	\$	-	\$	75,000.00	\$	75,000.00
22TR06210		Wright Drive Drainage	210-54009	\$	25,000.00	\$	-	\$	-	\$	25,000.00	\$	25,000.00
22TR07210		Deferred Maintenance	210-54009	\$	165,000.00	\$	-	\$	-	\$	165,000.00	\$	165,000.00
22TR09210		Western Drain at OSU	210-54009	\$	75,000.00	\$	-	\$	-	\$	75,000.00	\$	75,000.00
22TR10210		500 S Orchard RCB Repair	210-54009	\$	20,000.00	\$	-	\$	-	\$	20,000.00	\$	20,000.00
22TR11210		700 E Lakeview Drain	210-54009	\$	10,000.00	\$	-	\$	-	\$	10,000.00	\$	10,000.00
22TR05210	P0013052	Berry Creek Drainage	2104035-54020	\$	6,435.00	\$	1,513.72	\$	4,331.81	\$	4,921.28	\$	4,922.00
21DS05210	P0015082	2021 CDBG 12: Duncan-Duck	210-54030	\$	56,333.00	\$	-	\$	56,333.00	\$	56,333.00	\$	56,333.00
Total Stormwater Fund				\$	456,624.00	\$	1,513.72	\$	60,664.81	\$	455,110.28	\$	455,111.00
<u>Transportation Fund</u>													
20TR06260		Pavement Reconstruction	2604035-53067	\$	89,316.00	\$	-	\$	-	\$	89,316.00	\$	89,316.00
21TR16260		PM Contingency	2604035-53067	\$	385,674.00	\$	-	\$	-	\$	385,674.00	\$	385,674.00
22TR07260		Deferred Maintenance	2604035-53067	\$	28,874.00	\$	-	\$	-	\$	28,874.00	\$	28,874.00
22TR08260		Drop Inlet 19th & CC	2604035-53067	\$	5,000.00	\$	-	\$	-	\$	5,000.00	\$	5,000.00
22TR09260		Western Drain at OSU	2604035-53067	\$	10,000.00	\$	-	\$	-	\$	10,000.00	\$	10,000.00
22TR10260		500 S Orchard RCB Repair	2604035-53067	\$	4,615.00	\$	-	\$	-	\$	4,615.00	\$	4,615.00
22TR12260		Boomer Lake W Shore Line Revet	2604035-53067	\$	34,500.00	\$	-	\$	-	\$	34,500.00	\$	34,500.00
22TR13260		Univ Cir W Sidewalk	2604035-53067	\$	7,692.00	\$	-	\$	-	\$	7,692.00	\$	7,692.00
22TR14260		Miller to Duck S Side	2604035-53067	\$	9,847.00	\$	-	\$	-	\$	9,847.00	\$	9,847.00
22TR15260		Lowry to Armory S Side	2604035-53067	\$	7,692.00	\$	-	\$	-	\$	7,692.00	\$	7,692.00
22TR16260		500 W Unv Traffic Calming	2604035-53067	\$	5,625.00	\$	-	\$	-	\$	5,625.00	\$	5,625.00
18TR01260		Pavement Management	2604035-54008	\$	2,000.00	\$	-	\$	-	\$	2,000.00	\$	2,000.00
STPW27260		1/2 Cent:Airport Industrial Rd	2604035-54009	\$	901,700.00	\$	-	\$	-	\$	901,700.00	\$	901,700.00
18TR01260	P0003964,P0	Pavement Management	2604035-54009	\$	669,687.00	\$	-	\$	4,062.50	\$	669,687.00	\$	669,687.00
19TR01260	P0010927	Pavement Management	2604035-54009	\$	1,288,325.00	\$	-	\$	7,478.75	\$	1,288,325.00	\$	1,288,325.00
19TR04260	P0004105,P0	Bridge-3rd St over Boomer Crk	2604035-54009	\$	2,245,899.00	\$	548,188.84	\$	1,697,709.93	\$	1,697,710.16	\$	1,697,711.00
19TR05260	P0004105,P0	Bridge-Husband over Boomer Crk	2604035-54009	\$	2,186,190.00	\$	1,223,615.21	\$	814,056.65	\$	962,574.79	\$	962,575.00
20TR01260		Crack Sealing	2604035-54009	\$	200,000.00	\$	-	\$	-	\$	200,000.00	\$	200,000.00
20TR05260		Mill & Overlay	2604035-54009	\$	47,310.00	\$	-	\$	-	\$	47,310.00	\$	47,310.00
20TR06260		Pavement Reconstruction	2604035-54009	\$	1,606,000.00	\$	-	\$	-	\$	1,606,000.00	\$	1,606,000.00
20TR07260		Diamond Grind	2604035-54009	\$	739,711.00	\$	-	\$	-	\$	739,711.00	\$	739,711.00
21TR05260		Crack Sealing	2604035-54009	\$	300,000.00	\$	-	\$	-	\$	300,000.00	\$	300,000.00
21TR06260		Diamond Grind	2604035-54009	\$	205,000.00	\$	-	\$	-	\$	205,000.00	\$	205,000.00
21TR07260		Micro-surfacing	2604035-54009	\$	390,000.00	\$	-	\$	-	\$	390,000.00	\$	390,000.00

21TR09260	P0012875,P0	Deferred Maintenance	2604035-54009	\$	856,813.00	\$	293,813.51	\$	122,339.20	\$	562,999.49	\$	563,000.00
21TR13260		Surface Treatment	2604035-54009	\$	83,500.00	\$	-	\$	-	\$	83,500.00	\$	83,500.00
21TR14260		Full Reconstruction	2604035-54009	\$	231,000.00	\$	-	\$	-	\$	231,000.00	\$	231,000.00
22TR07260		Deferred Maintenance	2604035-54009	\$	35,000.00	\$	-	\$	-	\$	35,000.00	\$	35,000.00
22TR08260		Drop Inlet 19th & CC	2604035-54009	\$	15,000.00	\$	-	\$	-	\$	15,000.00	\$	15,000.00
22TR10260		500 S Orchard RCB Repair	2604035-54009	\$	30,000.00	\$	-	\$	-	\$	30,000.00	\$	30,000.00
22TR12260		Boomer Lake W Shore Line Revet	2604035-54009	\$	214,930.00	\$	-	\$	-	\$	214,930.00	\$	214,930.00
22TR13260		Univ Cir W Sidewalk	2604035-54009	\$	50,000.00	\$	-	\$	-	\$	50,000.00	\$	50,000.00
22TR14260		Miller to Duck S Side	2604035-54009	\$	75,000.00	\$	-	\$	-	\$	75,000.00	\$	75,000.00
22TR15260		Lowry to Armory S Side	2604035-54009	\$	50,000.00	\$	-	\$	-	\$	50,000.00	\$	50,000.00
22TR16260		500 W Unv Traffic Calming	2604035-54009	\$	25,000.00	\$	-	\$	-	\$	25,000.00	\$	25,000.00
STPW27260		1/2 Cent:Airport Industrial Rd	2604035-54010	\$	139,000.00	\$	4,465.00	\$	-	\$	134,535.00	\$	134,535.00
19TR04260	P0017009	Bridge-3rd St over Boomer Crk	2604035-54010	\$	7,148.00	\$	6,102.45	\$	1,045.15	\$	1,045.55	\$	1,046.00
19TR05260	P0017008	Bridge-Husband over Boomer Crk	2604035-54010	\$	10,000.00	\$	8,627.10	\$	1,372.90	\$	1,372.90	\$	1,373.00
23TR02260	P0014985	Pavement Assessment	2604035-54010	\$	146,175.00	\$	56,523.50	\$	89,651.50	\$	89,651.50	\$	89,652.00
STPW22260	P0003534,P0	1/2 Cent: Perkins:McEl>Lkview	2604035-54014	\$	162,324.00	\$	-	\$	33,526.00	\$	162,324.00	\$	162,324.00
19TR04260	P0004280	Bridge-3rd St over Boomer Crk	2604035-54014	\$	9,365.00	\$	-	\$	3,287.83	\$	9,365.00	\$	9,365.00
19TR05260	P0004281	Bridge-Husband over Boomer Crk	2604035-54014	\$	2,282.00	\$	-	\$	1,718.12	\$	2,282.00	\$	2,282.00
22TR17260		6th St Land Acquisition	2604035-54014	\$	207,310.00	\$	197,795.90	\$	-	\$	9,514.10	\$	9,515.00
STPW22260	P0004794,P0	1/2 Cent: Perkins:McEl>Lkview	2604035-54020	\$	8,286.00	\$	-	\$	3,773.31	\$	8,286.00	\$	8,286.00
STPW27260	P0003396,P0	1/2 Cent:Airport Industrial Rd	2604035-54020	\$	98,922.00	\$	15,177.32	\$	82,877.85	\$	83,744.68	\$	83,745.00
18TR01260	P0003164,P0	Pavement Management	2604035-54020	\$	86,387.00	\$	-	\$	84,368.87	\$	86,387.00	\$	86,387.00
20TR06260	P0007489,P0	Pavement Reconstruction	2604035-54020	\$	204,219.00	\$	77,504.67	\$	96,024.53	\$	126,714.33	\$	126,715.00
21TR15260	P0010669	PM Engineering & Testing	2604035-54020	\$	108,917.00	\$	2,715.50	\$	11,201.00	\$	106,201.50	\$	106,202.00
22TR07260		Deferred Maintenance	2604035-54020	\$	54,370.00	\$	-	\$	-	\$	54,370.00	\$	54,370.00
22TR12260	P0013053	Boomer Lake W Shore Line Revet	2604035-54020	\$	7,445.00	\$	-	\$	7,445.00	\$	7,445.00	\$	7,445.00
22TR13260		Univ Cir W Sidewalk	2604035-54020	\$	2,072.00	\$	-	\$	-	\$	2,072.00	\$	2,072.00
22TR14260	P0015678	Miller to Duck S Side	2604035-54020	\$	4,111.00	\$	-	\$	1,117.50	\$	4,111.00	\$	4,111.00
22TR15260		Lowry to Armory S Side	2604035-54020	\$	3,530.00	\$	-	\$	-	\$	3,530.00	\$	3,530.00
22TR16260	P0013052	500 W Unv Traffic Calming	2604035-54020	\$	1,938.00	\$	225.00	\$	26.25	\$	1,713.00	\$	1,713.00
23TR03260	P0016098,P0	Block 34 Area Improvements	2604035-54020	\$	225,000.00	\$	103,271.05	\$	121,728.95	\$	121,728.95	\$	121,729.00
23TR06260	P0016803	Maple Ave & West St Replacemen	2604035-54020	\$	93,000.00	\$	9,335.00	\$	83,665.00	\$	83,665.00	\$	83,665.00
23TR07260	P0017016	Transportation Program Manager	2604035-54020	\$	315,000.00	\$	2,361.07	\$	312,638.93	\$	312,638.93	\$	312,639.00
21DS05260	P0015082	2021 CDBG 12: Duncan-Duck	2604035-54030	\$	240,131.00	\$	94,167.26	\$	145,963.74	\$	145,963.74	\$	145,964.00
Total Transportation Fund				\$	15,173,832.00	\$	2,643,888.38	\$	3,727,079.46	\$	12,529,943.62	\$	12,529,949.00
Airport													
21AP05820	P0011674,P0	Reconstruction Apron PH. III	8207010-54020	\$	2,929,009.00	\$	2,539,830.91	\$	314,527.17	\$	389,178.09	\$	389,179.00
21AP06820	P0014367	Master Plan Update - Prof. Services	8207010-54020	\$	311,222.00	\$	193,005.66	\$	118,216.21	\$	118,216.34	\$	118,217.00
22AP07810	P0012366,P0	Roof Repairs / Rehab	8107040-54012	\$	215,650.00	\$	139,151.40	\$	11,250.00	\$	76,498.60	\$	76,499.00
22AP06810	P0015574	Security / IT upgrades	8107040-54008	\$	109,541.00	\$	108,771.77	\$	768.74	\$	769.23	\$	770.00
22AP01105		Rehab 4/22 Taxiway system	8207010-54009	\$	227,778.00	\$	-	\$	-	\$	227,778.00	\$	227,778.00
22AP03105		Rehab TH-2 Aprons	8207010-54009	\$	35,000.00	\$	-	\$	-	\$	35,000.00	\$	35,000.00
22AP27820	P0014887	Bill Grant #1 Construction Prof Services	8207010-54020	\$	1,019,233.00	\$	803,382.02	\$	189,770.98	\$	215,850.98	\$	215,851.00
22AP27820		Bill Grant #1 Capital Grant match	8107010-54030	\$	113,249.00	\$	69,402.95	\$	-	\$	43,846.05	\$	43,847.00
23AP02810		HOLD Corporate Hanger	8107010-54012	\$	500,000.00	\$	-	\$	-	\$	500,000.00	\$	500,000.00
23AP03810	P0015897	HOLD Equipment Storage Building	8107010-54012	\$	400,000.00	\$	27,582.50	\$	55,732.50	\$	372,417.50	\$	372,418.00
23AP04820	P0015865	BIL Grant #2 - Construction Prof Services	8207010-54020	\$	1,132,226.00	\$	63,487.10	\$	14,737.90	\$	1,068,738.90	\$	1,068,739.00
23AP05820	P0017671	Parking Improvements	8207010-54020	\$	235,000.00	\$	-	\$	235,000.00	\$	235,000.00	\$	235,000.00
	P0015083	KSA Engineers - Airport Strategy Plan	8107010-53069	\$	49,295.00	\$	3,204.18	\$	46,090.82	\$	46,090.82	\$	46,091.00
		Repair ARFF Truck	8107040-53030	\$	50,310.00	\$	-	\$	-	\$	50,310.00	\$	50,310.00
		TEEX ARFF training fee X2	8107010-53055	\$	7,000.00	\$	4,170.00	\$	-	\$	2,830.00	\$	2,830.00
		TEEX ARFF Travel fees x 2	8107010-53068	\$	16,380.00	\$	9,719.91	\$	1,378.94	\$	5,281.15	\$	5,282.00
Total Airport				\$	7,350,893.00	\$	3,961,708.40	\$	987,473.26	\$	3,387,805.66	\$	3,387,811.00
Total				\$	49,352,945.95	\$	9,671,722.94	\$	13,992,381.02	\$	39,678,135.57	\$	39,225,188.09

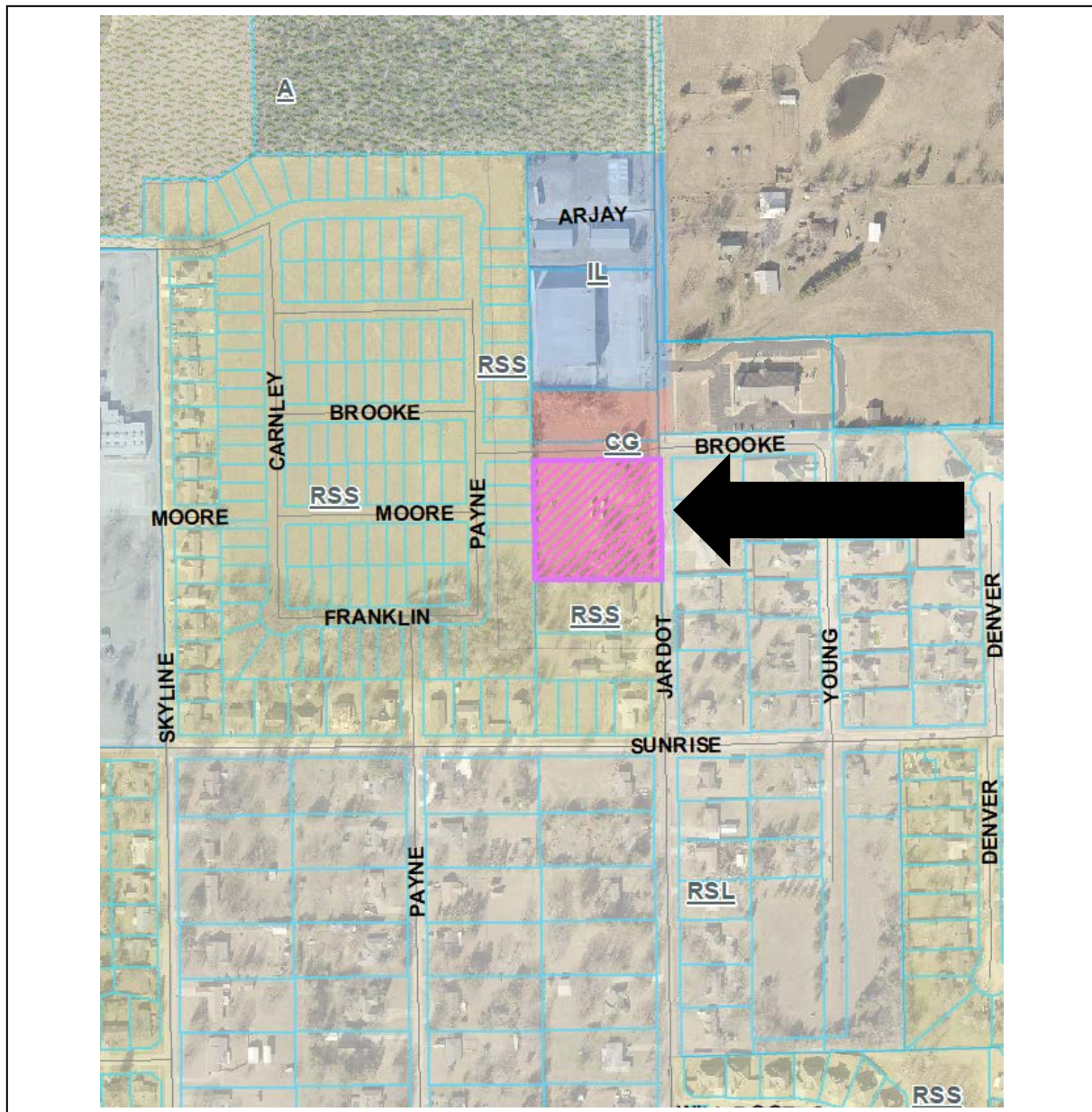


REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	6a. CC-23-103
Prior Council Action/Related Items: (Hyperlinks Or PDF)	June 6, 2023 Planning Commission June 27, 2023 Planning Commission
Background / Issue:	• Vertical Bridge, c/o Jerrod Foutes, is requesting review and approval of a Specific Use Permit to allow for a 160 ft tall monopole cell tower at property addressed as 1730 North Jardot Road. • The subject property is currently zoned Commercial General District (CG) and located to the south of East Brooke Avenue near North Jardot Road. The proposed location is within the property of an existing storage facility near the entrance on East Brooke Avenue. • The distance from the tower to the adjacent property line on East Brooke is approximately 28 feet and 11 inches. • The Skyline East subdivision is to the west, and the proposed tower will be 111 feet and 6 inches from the nearest residentially zoned property. Section 23-113.1.i.1 states, "towers shall be set back a distance equal to at least 110 percent of the height of the tower from any adjoining lot line of any residential, office or agriculture zoned property." The proposed tower is 160 feet tall, to meet the required set forth in Section 23-113, the distance would need to be 176 feet from adjoining residential lots. The applicant has stated they understand that a variance is required to construct the proposed tower at this location.
Proposal/Solution:	• Planning Commission recommended approval with 3-0 vote of the SUP conditional upon the Board of Adjustment approval of variance request.
Financial Impact/Funding Source(s):	There are no impacts to the City budget.
Related Strategic Priority:	#2 Motivated Management: To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community.

Recommended Action/Motion:	Motion to accept the Planning Commission's recommendation and approve the Specific Use Permit for property located at 1730 North Jardot Road with the stated condition of Board of Adjustment approval of a variance request.
Prepared By:	Jacquelyn Porter, City Planner
Reviewed By:	Josh Brown, Project Manager Jeff Mathews, Community Development Director Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Area Map, Site Plan, Additional Information, Planning Commission Summary



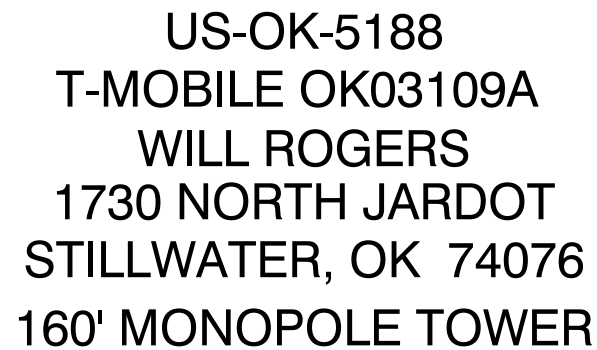
The City of
Stillwater
 OKLAHOMA

Project Type: Specific Use Permit (SUP23-03)
Request: For a Telecommunications tower
Address: 1730 N Jardot
Applicant: Jerrod Foutes c/o Vertical Bridge

CONSTRUCTION OF TELECOMMUNICATIONS AND PUBLIC UTILITY FACILITY, CONSISTING OF A GUYED TOWER, SPACE FOR CARRIER EQUIPMENT, AND A UTILITY BACKBOARD WITHIN A FENCED COMPOUND. NO WATER OR SEWER IS REQUIRED. THIS WILL BE AN UNMANNED FACILITY.

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. 2018 INTERNATIONAL BUILDING CODE
2. 2008 NATIONAL ELECTRIC CODE
3. 2018 IFC
4. AMERICAN CONCRETE INSTITUTE
5. AMERICAN INSTITUTE OF STEEL CONSTRUCTION
6. MANUAL OF STEEL CONSTRUCTION, 13TH EDITION
7. ANSI/TIA/EIA-222-H
8. TIA-607-B
9. INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
11. IEEE C2 NATIONAL ELECTRIC SAFETY CODE, LATEST EDITION
12. TELCORDIA GR-1275
13. ANSI/T 311
14. 2018 INTERNATIONAL MECHANICAL CODE
15. 2018 INTERNATIONAL PLUMBING CODE
16. LOCAL BUILDING CODE
17. CITY/COUNTY ORDINANCES
18. STATE BUILDING CODE



APPROVAL BLOCK				
		APPROVED	APPROVED AS NOTED	DISAPPROVED/REVISE
VERTICAL BRIDGE	DATE	☐	☐	☐
SITE ACQUISITION	DATE	☐	☐	☐
CONSTRUCTION MANAGER	DATE	☐	☐	☐
ZONING	DATE	☐	☐	☐
RF ENGINEERING	DATE	☐	☐	☐

[illegible]

PROJECT INFORMATION	
SITE NAME:	WILL ROGERS
SITE NUMBER:	US-OK-5188
SITE ADDRESS:	1730 NORTH JARDOT STILLWATER, OK 74076
PARCEL #:	19N02E-12-1-SZ999-000-0025
ZONING CLASSIFICATION:	C1
ZONING JURISDICTION:	PAYNE COUNTY
GROUND ELEVATION:	918'
STRUCTURE TYPE:	MONOPOLE TOWER
STRUCTURE HEIGHT:	160'
CONSTRUCTION AREA:	3.93 ACRES
LATITUDE (NAD 83):	36° 8' 23.0784"N 36.139744°
LONGITUDE (NAD 83):	-97° 2' 3.6636"W -97.034351°



CALL OKLAHOMA ONE CALL
(800) 522-OKIE
CALL 3 WORKING DAYS
BEFORE YOU DIG!



PROJECT DIRECTORY	
PROPERTY OWNER:	CARNLEY INVESTMENTS MAILING: P.O. BOX 1898 STILLWATER, OK 74074
APPLICANT:	VB BTS II, LLC 750 PARK OF COMMERCE DRIVE, SUITE 200 BOCA RATON, FL 33487
CONTACT:	JOSH CARNLEY 918-697-2675 (TEXT PREFERRED)
ENGINEER:	T-SQUARED SITE SERVICES 2501 SHENANGO VALLEY FREEWAY SUITE 3 HERMITAGE, PA 16148
CONTACT:	MARK N. THOMPSON MARK.T@T-SQRD.COM
POWER COMPANY:	STILLWATER ELECTRIC UTILITY
TELCO COMPANY:	TBD

verticalbridge

PREPARED FOR:

Collective Solutions, LLC



**T-SQUARED
SITE SERVICES**
2501 SHENANGO VALLEY FREEWAY, SUITE 3
HERMITAGE, PA 16148
724.308.7855
www.t-sqrd.com

4	REVISED ZDs	KE	3.27.23
3	REVISED ZDs	KE	3.9.23
2	REVISED ZDs	KE	3.9.23
1	REVISED ZDs	KE	3.8.23
0	ISSUED FOR REVIEW	KE	3.1.23
No.	Submittal / Revision	App'd	Date

Drawn: KE Date: 3.1.23

Designed: KE Date: 3.1.23

Checked: CAR Date: 3.1.23

Project Number 54004

Project Title
VB BTS II, LLC
TOWER ID# : US-OK-5188
T-MOBILE # : OK03109A
SITE NAME: WILL ROGERS
1730 NORTH JARDOT
STILLWATER, OK 74076
PROPOSED
160' MONOPOLE TOWER

Engineer Stamp

Drawing Title

TITLE SHEET

Drawing Scale: AS NOTED	
----------------------------	--

Date: 4.9.23

UNAUTHORIZED ALTERATION OR ADDITION
TO THIS DOCUMENT IS A VIOLATION OF
APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number

T1

~~Rec'd 04.06.23 SUP23-03~~

PARENT PARCEL

OWNER: LOCKED UP SELF STORAGE, LLC AN OKLAHOMA LIMITED LIABILITY COMPANY

SITE ADDRESS: 1730 N JARDOT RD, STILLWATER, OK 74075

PARCEL ID: 19N02E-12-1-SZ999-000-0025

AREA: 3.93 ACRES (PER TAX ASSESSOR)

ZONED: CG (COMMERCIAL GENERAL)

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCE: DEED BOOK 2621 PAGE 768

PARENT PARCEL

(PER COMMITMENT NO. G-113368)

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH RANGE TWO (2) EAST, INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NE/4; THENCE NORTH 00°53.00. WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) A DISTANCE OF 443.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°53.10. WEST 336.45 FEET; THENCE NORTH 00°53.00. WEST A MEASURED DISTANCE OF 507.72 FEET (RECORD = 507.40 FEET); THENCE SOUTH 89°53.10. EAST ALONG THE SOUTH LINE OF A TRACT RECORDED IN BOOK 1950 PAGES 150-153 A DISTANCE OF 336.45 FEET TO THE EAST LINE OF THE NE/4; THENCE SOUTH 00°53.00. EAST ALONG THE EAST LINE OF THE NE/4 A MEASURED DISTANCE OF 507.72 FEET (RECORD = 507.40 FEET) TO THE POINT OF BEGINNING.

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET (HORZ) 0.22 FEET (VERT)
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
DATES OF SURVEY: 12/07/2022
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99990568 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: 0.56950556°
BENCHMARKS USED: DE7174, DG9769, DQ9767

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
IPF IRON PIN FOUND
CRB CAPPED REBAR
RB REBAR
UP UTILITY POLE
INV INVERT
EP EDGE OF PAVEMENT
BC BACK OF CURB
OU OVERHEAD UTILITY
CMP CORRUGATED METAL PIPE
TR TRANSFORMER
C/L CENTERLINE
N/F NOW OR FORMERLY
R/W RIGHT-OF-WAY
TYP TYPICAL

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP IS CORRECT AND THAT ANY VISIBLE ENCROACHMENTS ARE SHOWN HEREON.

G. DARRELL TAYLOR
OKLAHOMA PROFESSIONAL LAND SURVEYOR # 1957

DATE: 03/08/23

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT CENTERLINE. NOW OR FORMERLY. IS ONLY INTENDED FOR THE PARTIES AND PURPOSES SHOWN. THIS MAP IS NOT FOR RECORDATION.

N/F
CHC MANAGEMENT, LLC
PARCEL #
19N02E-12-1-SZ999-000-0020
DB 2543 PG 306

N/F
TROY BELK, AN UNDIVIDED 1/2 INTEREST &
THOMAS ROBERTS, AN UNDIVIDED 1/2 INTEREST
PARCEL #
19N02E-12-1-SZ999-000-0019
DB 2446 PG 391

N/F
PARENT PARCEL
LOCKED UP SELF STORAGE, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY
PARCEL #
19N02E-12-1-SZ999-000-0025
DB 2621 PG 768

POC: IPF 3/8" CRB
N=416322.6405
E=2253466.7654

GPS
BASE

BLOCK 2 LOT 6

BLOCK 2 LOT 5

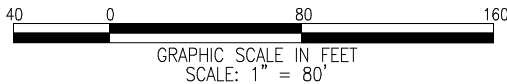
BLOCK 2 LOT 4

BLOCK 2 LOT 3

SKYLINE EAST, SECTION 12 PHASE 1
(PLAT BOOK 2610 PG 358)

OUTLOT A

N/F
MATTHEW MOORE
PARCEL #
19N02E-12-1-SZ999-000-0014
DB 2706 PG 185



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; TOWER TITLE & CLOSING, GUARANTY TITLE COMPANY, LLC & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY.



VICINITY MAP

NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF VB BTS II, LLC AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35. [DATE OF LAST FIELD VISIT: 12/07/2022]

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON OKLAHOMA GRID NORTH (NAD 83) NORTH ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 40119C0068F DATED: 05/16/2007

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

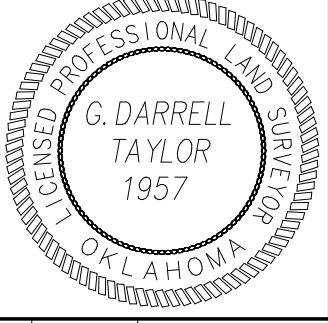
ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

THERE WHERE NO VISIBLE ENCROACHMENTS AFFECTING THE LEASE AREA OR ANY OF THE EASEMENTS, AT THE TIME THE SURVEY WAS COMPLETED.

(SURVEY NOT VALID WITHOUT SHEET 1 & 3 OF 3)



Know what's below.
Call before you dig.



NO.	DATE	REVISION
1	2/08/23	SITE NAME
2	2/21/23	ACCESS
3	2/28/23	LEASE/ACCESS
4	03/08/23	CLIENT NAME

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT
LAND SURVEYORS

COA Number: 7769
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY
PREPARED FOR:

verticalbridge

VB BTS II, LLC
750 PARK OF COMMERCE DRIVE, SUITE 200
BOCA RATON, FL 33487

WILL ROGERS

SITE NO.
US-OK-5188

SECTION 12,
TOWNSHIP 19 NORTH, RANGE 2 EAST,
PAYNE COUNTY, OKLAHOMA

DRAWN BY: JM

CHECKED BY: JKL

APPROVED: D. MILLER

DATE: FEBRUARY 21, 2023

P2P JOB #: 2220100K

SHEET:

1

OF 3

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY TOWER TITLE & CLOSING, GUARANTY TITLE COMPANY, LLC & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT DATE OF JUNE 6, 2022 AT 07:00 AM, BEING COMMITMENT NO. G-113368, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

SCHEDULE B, PART I TITLE EXCEPTIONS 1-13,16,18-21 ARE STANDARD EXCEPTIONS AND NOT THE TYPE TO BE DEPICTED.

14. RELEASE OF CONSTRUCTION MORTGAGE EXECUTED BY LOCKED UP SELF STORAGE LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY TO FIRSTAR BANK, DATED MARCH 30, 2021, FILED MARCH 31, 2021 AS DOCUMENT NO.I-2021-003960 , AND RECORDED IN BOOK 2621, PAGE 770 IN THE OFFICE OF THE PAYNE COUNTY CLERK TO SECURE THE PRINCIPAL SUM OF \$1,900,000.00.

[THIS ITEM IS LOCATED WITHIN THE PARENT PARCEL AND IS PLOTTED HEREON.]

15. RELEASE OF ASSIGNMENT OF RENTS EXECUTED BY LOCKED UP SELF STORAGE LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY TO FIRSTAR BANK, DATED MARCH 30, 2021, FILED MARCH 31, 2021 AS DOCUMENT NO. I-2021-003961, AND RECORDED IN BOOK 2621, PAGE 784 IN THE OFFICE OF THE PAYNE COUNTY CLERK.

[THIS ITEM IS LOCATED WITHIN THE PARENT PARCEL AND IS PLOTTED HEREON.]

17. APPEARING OF RECORD IS NOTICE OF CONTRACT BY AND BETWEEN RAUSCH COLEMAN HOMES OKC, LLC, AS BUYER, AND CHC MANAGEMENT, LLC, AS SELLER, DATED APRIL 26, 2022, FILED MAY 5, 2022 AS DOCUMENT NO.I-2022-005123 , AND RECORDED IN BOOK 2695, PAGE 263.

REQUIRE A RELEASE OF ABOVE-MENTIONED NOTICE OF CONTRACT BY RAUSCH COLEMAN HOMES OKC, LLC.

[THE EXCEPTION IS A STANDARD EXCEPTION AND NOT THE TYPE TO BE DEPICTED HEREON.]

SCHEDULE B, PART II TITLE EXCEPTIONS 1-9,17 ARE STANDARD EXCEPTIONS AND NOT THE TYPE TO BE DEPICTED.

10. STATUTORY ROAD EASEMENT ALONG EAST SECTION LINE BOUNDARY.

[THIS ITEM IS LOCATED WITHIN THE PARENT PARCEL AND IS PLOTTED HEREON.]

11. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT IN FAVOR OF PAYNE COUNTY, OKLAHOMA, FILED DECEMBER 23, 1947 AND RECORDED IN BOOK 88 MISC., PAGE 85 IN THE OFFICE OF THE PAYNE COUNTY CLERK.

[THIS ITEM IS LOCATED WITHIN THE PARENT PARCEL AND IS PLOTTED HEREON.]

12. TERMS, CONDITIONS AND PROVISIONS OF DEDICATION DEED PUBLIC HIGHWAY IN FAVOR OF PAYNE COUNTY, OKLAHOMA, DATED MARCH 26, 1955, FILED MARCH 26, 1955, AND RECORDED IN BOOK 120 MISC., PAGE 540 IN THE OFFICE OF THE PAYNE COUNTY CLERK.

[THE EXCEPTION IS NOT LOCATED WITHIN THE PARENT PARCEL.]

13. TERMS, CONDITIONS AND PROVISIONS OF HIGHWAY EASEMENT IN FAVOR OF PAYNE COUNTY, OKLAHOMA, DATED FEBRUARY 18, 1965, FILED FEBRUARY 18, 1965, AND RECORDED IN BOOK 161 MISC., PAGE 311 IN THE OFFICE OF THE PAYNE COUNTY CLERK.

[THE EXCEPTION IS NOT LOCATED WITHIN THE PARENT PARCEL.]

14. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT SANITARY SEWER EASEMENT IN FAVOR OF CITY OF STILLWATER, OKLAHOMA, DATED MAY 6, 1977, FILED JUNE 1, 1977, AND RECORDED IN BOOK 334, PAGE 77 IN THE OFFICE OF THE PAYNE COUNTY CLERK.

[THE EXCEPTION IS NOT LOCATED WITHIN THE PARENT PARCEL.]

15. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY EASEMENT IN FAVOR OF CENTRAL RURAL ELECTRIC COOPERATIVE, A COOPERATIVE CORPORATION, DATED DECEMBER 16, 1990, FILED MARCH 8, 1991 AS DOCUMENT NO. 002037, AND RECORDED IN BOOK 948, PAGE 512 IN THE OFFICE OF THE PAYNE COUNTY CLERK.

[THIS EXCEPTION IS LOCATED WITHIN THE PARENT PARCEL HOWEVER IT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION.]

16. TERMS, CONDITIONS AND PROVISIONS OF PERMANENT ROADWAY EASEMENT IN FAVOR OF CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, DATED JULY 18, 2007, FILED AUGUST 6, 2007 AS DOCUMENT NO.I-2007-012021 , AND RECORDED IN BOOK 1727, PAGE 631 IN THE OFFICE OF THE PAYNE COUNTY CLERK.

[THIS ITEM IS LOCATED WITHIN THE PARENT PARCEL AND IS PLOTTED HEREON.]

LEGEND

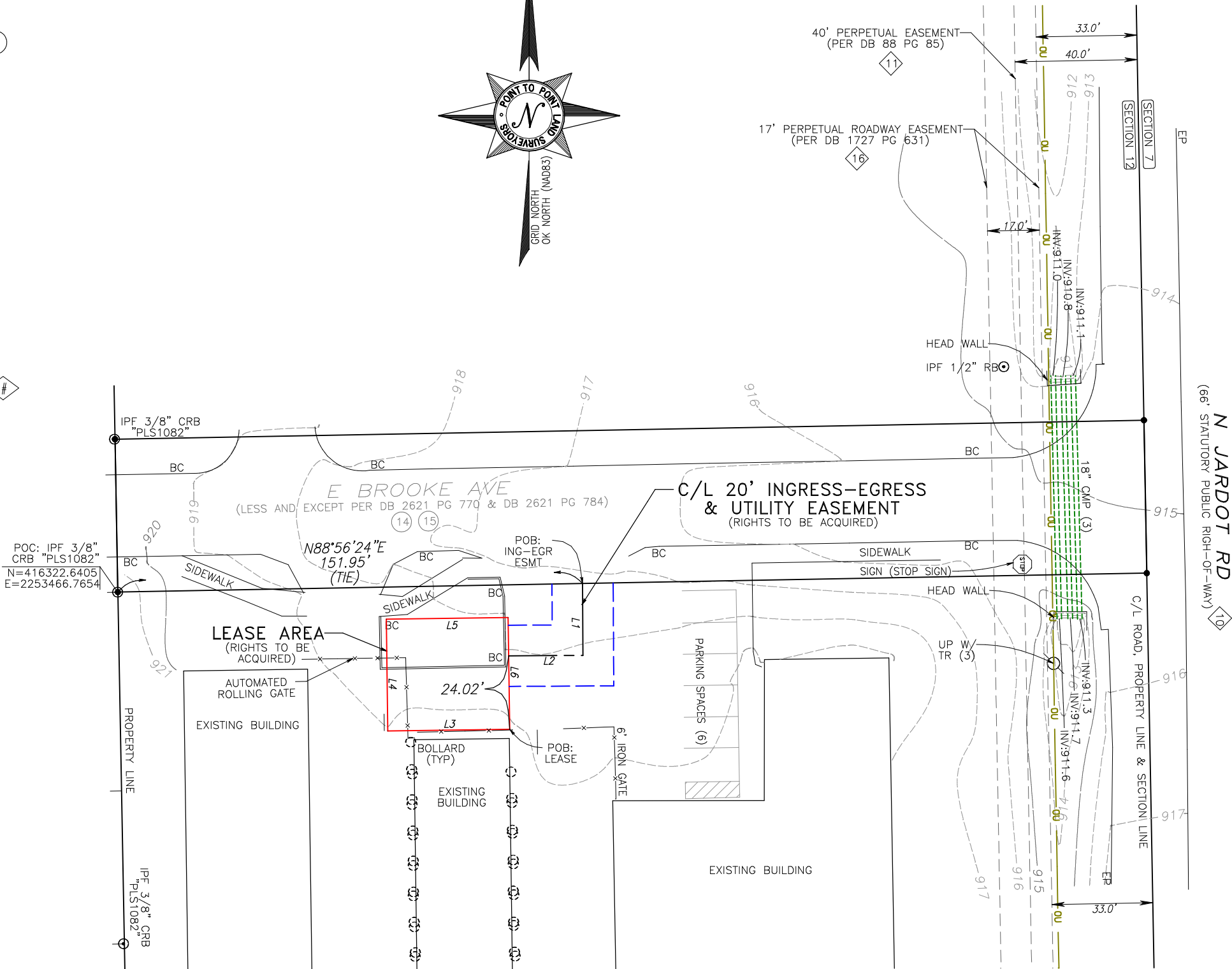
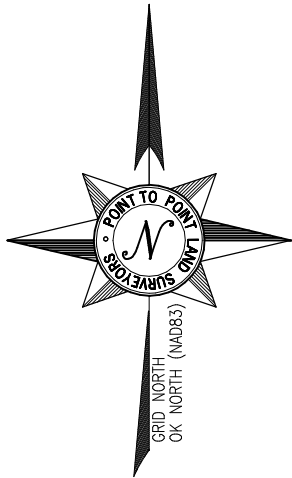
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
IPF IRON PIN FOUND
CRB CAPPED REBAR
RB REBAR
UP UTILITY POLE
INV INVERT
EP EDGE OF PAVEMENT
BC BACK OF CURB
OU OVERHEAD UTILITY
CMP CORRUGATED METAL PIPE
TR TRANSFORMER
C/L CENTERLINE
N/F NOW OR FORMERLY
R/W RIGHT-OF-WAY
TYP TYPICAL

SITE INFORMATION

LEASE AREA = 1,457 SQUARE FEET (0.0334 ACRES)

LATITUDE = 36°08'22.99" (NAD 83) (36.139719°)
LONGITUDE = -97°02'04.28" (NAD 83) (-97.034522°)
AT CENTER LEASE AREA

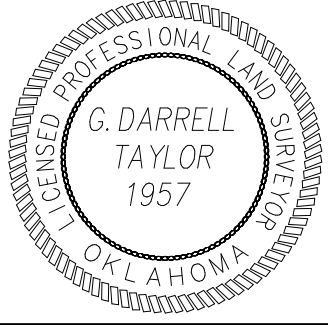
ELEVATION AT CENTER OF LEASE AREA = 918.5' A.M.S.L.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°20'10"E	23.48'
L2	S89°39'50"W	24.29'
L3	S89°14'30"W	39.85'
L4	N00°45'30"W	36.57'
L5	N89°14'30"E	39.85'
L6	S00°45'30"E	36.57'

[SURVEY NOT VALID WITHOUT SHEET 1 & 3 OF 3]



NO.	DATE	REVISION
1	2/08/23	SITE NAME
2	2/21/23	ACCESS
3	2/28/23	LEASE/ACCESS
4	03/08/23	CLIENT NAME

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
COA Number: 7769
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY
PREPARED FOR:



VB BTS II, LLC
750 PARK OF COMMERCE DRIVE, SUITE 200
BOCA RATON, FL 33487

WILL ROGERS

SITE NO.
US-OK-5188

SECTION 12,
TOWNSHIP 19 NORTH, RANGE 2 EAST,
PAYNE COUNTY, OKLAHOMA

DRAWN BY: JM

CHECKED BY: JKL

APPROVED: D. MILLER

DATE: FEBRUARY 21, 2023

P2P JOB #: 2220100K

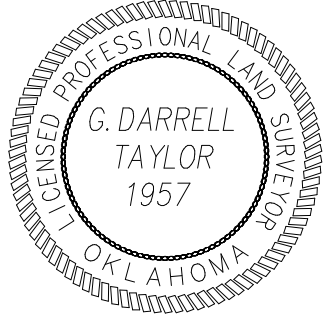
SHEET:

2

OF 3

E:\Dropbox (Point To Point)\P2P Current Jobs\2022\2220100K-Independent School District 16\2220100K.p2p

LEGAL DESCRIPTION SHEET



NO.	DATE	REVISION
1	2/08/23	SITE NAME
2	2/21/23	ACCESS
3	2/28/23	LEASE/ACCESS
4	03/08/23	CLIENT NAME

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 12, TOWNSHIP 19 NORTH, RANGE 2 EAST, PAYNE COUNTY, OKLAHOMA, AND BEING A PORTION OF THE LANDS OF LOCKED UP STORAGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS RECORDED IN DEED BOOK 2621 PAGE 768, PAYNE COUNTY RECORDS, OKLAHOMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 3/8-INCH REBAR WITH A CAP FOUND AT THE SOUTHEASTERN MOST CORNER OF THE LANDS OF CHC MANAGEMENT, LLC, AS RECORDED IN DEED BOOK 2543 PAGE 306, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF E. BROOKE AVENUE, SAID REBAR HAVING AN OKLAHOMA GRID NORTH, NAD83, NORTH ZONE VALUE N: 416322.6405 E: 2253466.7654; THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°56'24" EAST, 151.95 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 00°20'10" EAST, 23.48 FEET TO A POINT; THENCE, SOUTH 89°39'50" WEST, 24.29 FEET TO THE A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, SOUTH 00°45'30" EAST, 24.02 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE; SOUTH 89°14'30" WEST, 39.85 FEET TO A POINT; THENCE, NORTH 00°45'30" WEST, 36.57 FEET TO A POINT; THENCE, NORTH 89°14'30" EAST, 39.85 FEET TO A POINT; THENCE, SOUTH 00°45'30" EAST, 36.57 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON OKLAHOMA GRID NORTH, NAD83, NORTH ZONE.

SAID TRACT CONTAINS 0.0334 ACRES (1,457 SQUARE FEET), MORE OR LESS.

20' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A 20-FOOT INGRESS-EGRESS AND UTILITY EASEMENT, MEASURING 10 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN SECTION 12,TOWNSHIP 19 NORTH, RANGE 2 EAST, PAYNE COUNTY, OKLAHOMA, AND BEING A PORTION OF THE LANDS OF LOCKED UP STORAGE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS RECORDED IN DEED BOOK 2621 PAGE 768, PAYNE COUNTY RECORDS, OKLAHOMA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A 3/8-INCH REBAR WITH A CAP FOUND AT THE SOUTHEASTERN MOST CORNER OF THE LANDS OF CHC MANAGEMENT, LLC, AS RECORDED IN DEED BOOK 2543 PAGE 306, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF E. BROOKE AVENUE, SAID REBAR HAVING AN OKLAHOMA GRID NORTH, NAD83, NORTH ZONE VALUE N: 416322.6405 E: 2253466.7654; THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, NORTH 88°56'24" EAST, 151.95 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, SOUTH 00°20'10" EAST, 23.48 FEET TO A POINT; THENCE, SOUTH 89°39'50" WEST, 24.29 FEET TO THE ENDING AT A POINT ON THE LEASE AREA.

BEARINGS BASED ON OKLAHOMA GRID NORTH, NAD83, NORTH ZONE.

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT
LAND SURVEYORS

COA Number: 7769
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) p2pls.com



SPECIFIC PURPOSE SURVEY
PREPARED FOR:

VB BTS II, LLC
750 PARK OF COMMERCE DRIVE, SUITE 200
BOCA RATON, FL 33487

WILL ROGERS

SITE NO.
US-OK-5188
SECTION 12,
TOWNSHIP 19 NORTH, RANGE 2 EAST,
PAYNE COUNTY, OKLAHOMA

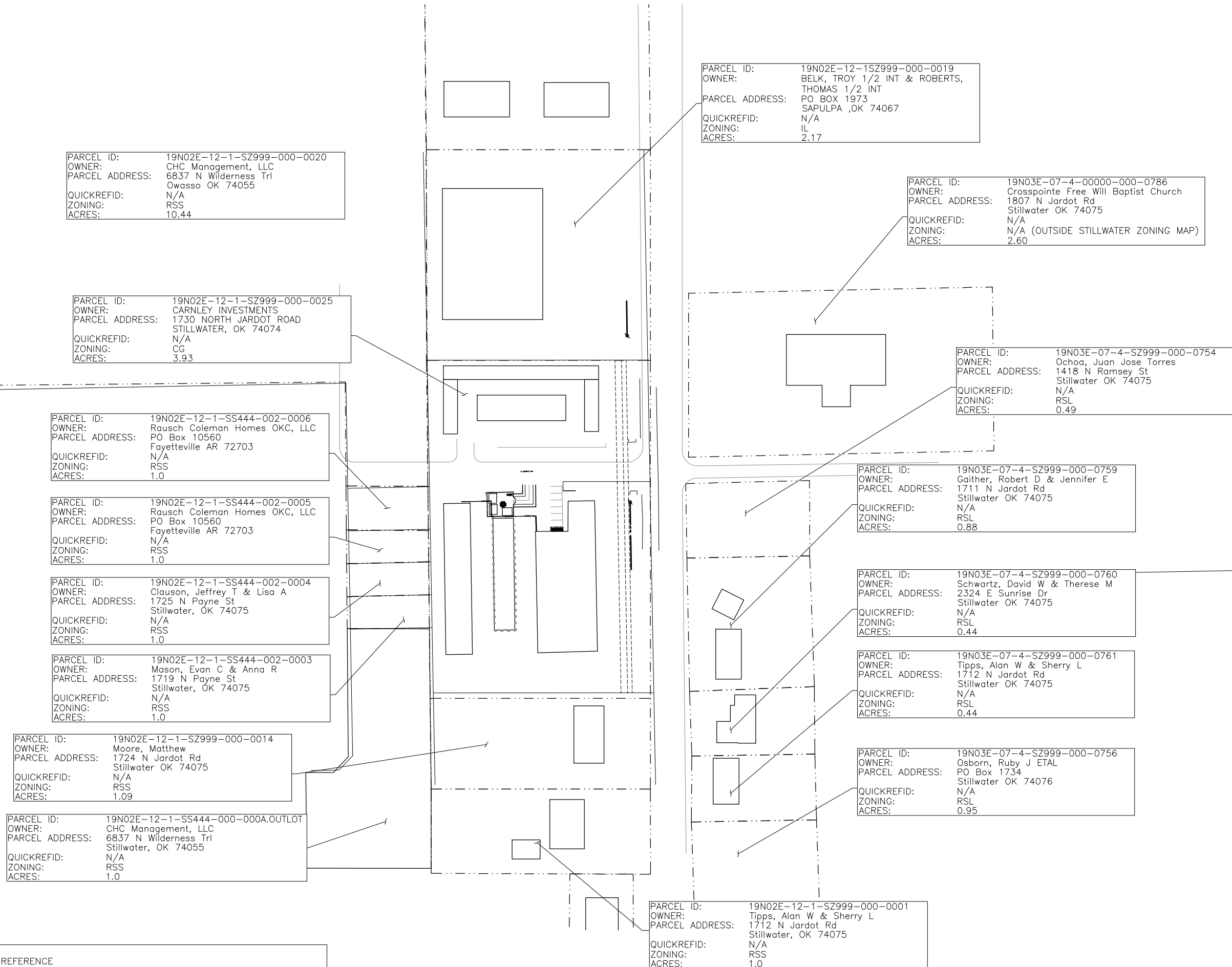
DRAWN BY: JM	SHEET:
CHECKED BY: JKL	3
APPROVED: D. MILLER	
DATE: FEBRUARY 21, 2023	
P2P JOB #: 2220100K	OF 3



CALLLED NORTH

NOTE:
THESE PLANS ARE FOR REFERENCE
ONLY AND SUBJECT TO CHANGE.
INFORMATION SHOWN BASED ON A
STILLWATER OK GIS WEBSITE:
[HTTPS://STW.MAPS.ARCGIS.COM/APPS/WEBAPPVIEWER/INDEX.HTML?ID=284C0E9650B44541A7455416D476BD64](https://STW.MAPS.ARCGIS.COM/APPS/WEBAPPVIEWER/INDEX.HTML?ID=284C0E9650B44541A7455416D476BD64)

1 OVERALL SITE PLAN
ZD1 SCALE: 1"=150'



PREPARED FOR:

PREPARED BY:

Collective Solutions, LLC

**T-SQUARED
SITE SERVICES**
2501 SHENANGO VALLEY FREEWAY, SUITE 3
HERMITAGE, PA 16148
724.308.7855
www.t-squared.com

4	REVISED ZDs	KE	3.27.23
3	REVISED ZDs	KE	3.9.23
2	REVISED ZDs	KE	3.9.23
1	REVISED ZDs	KE	3.8.23
0	ISSUED FOR REVIEW	KE	3.1.23
No.	Submittal / Revision	App'd	Date

Drawn: KE Date: 3.1.23
Designed: KE Date: 3.1.23
Checked: CAR Date: 3.1.23

Project Number
54004

Project Title
VB BTS II, LLC
TOWER ID#: US-OK-5188
T-MOBILE #: OK03109A

SITE NAME: WILL ROGERS
1730 NORTH JARDOT
STILLWATER, OK 74076
PROPOSED
160' MONOPOLE TOWER

Engineer Stamp

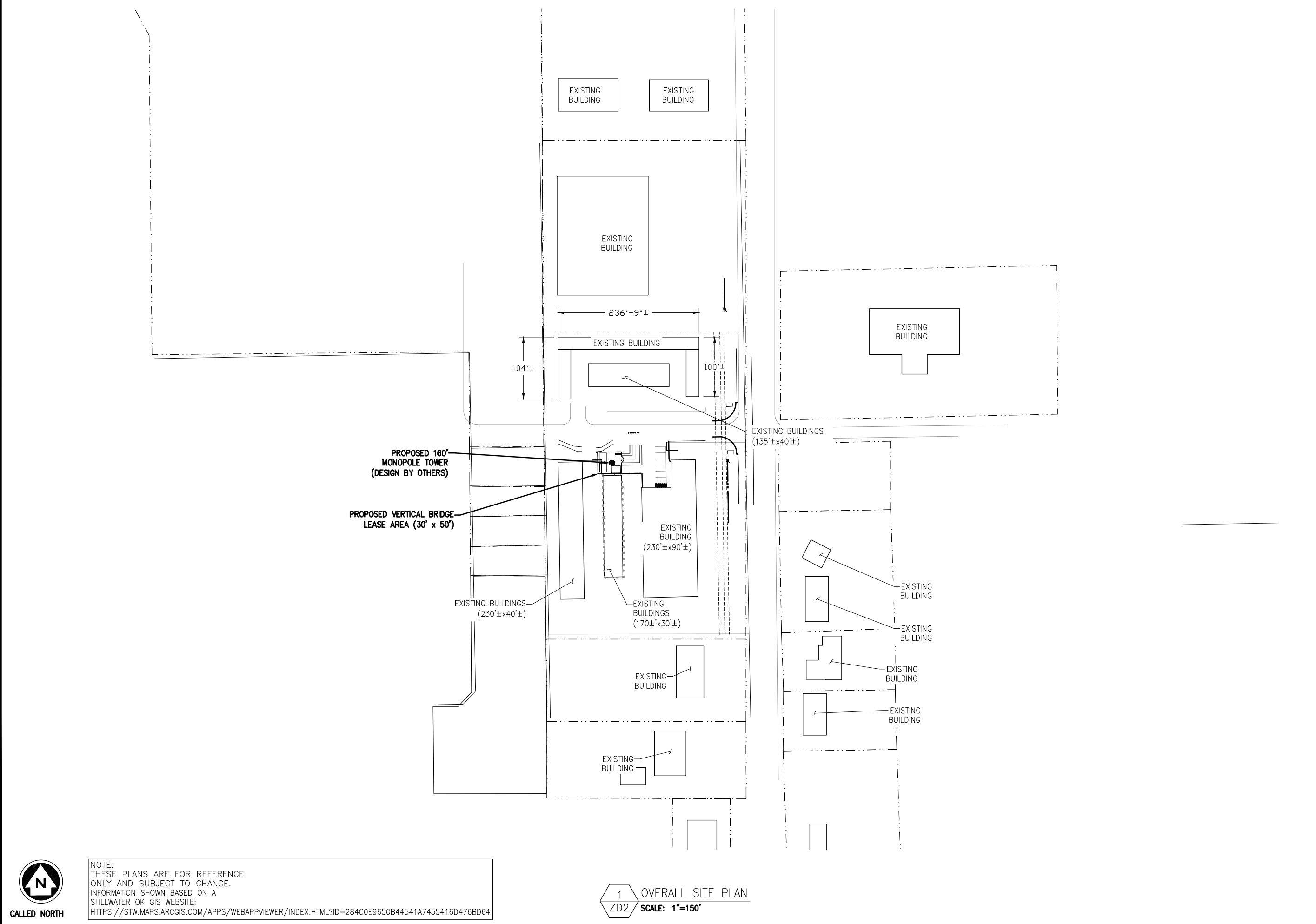
Drawing Title
PROPERTY LAYOUT

Drawing Scale:
AS NOTED

Date:
3.9.23

UNAUTHORIZED ALTERATION OR ADDITION
TO THIS DOCUMENT IS A VIOLATION OF
APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number
ZD1



NOTE:
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ONLY AND SUBJECT TO CHANGE.
INFORMATION SHOWN BASED ON A
STILLWATER OK GIS WEBSITE:
[HTTPS://STW.MAPS.ARCGIS.COM/APPS/WEBAPPVIEWER/INDEX.HTML?ID=284C0E9650B44541A7455416D476BD64](https://stw.maps.arcgis.com/apps/webappviewer/index.html?id=284c0e9650b44541a7455416d476bd64)

1 OVERALL SITE PLAN
ZD2 SCALE: 1"=150'



CALLLED NORTH



PREPARED FOR:

PREPARED BY:



Collective Solutions, LLC



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PROPOSED
160' MONOPOLE TOWER

Engineer Stamp

Drawing Title

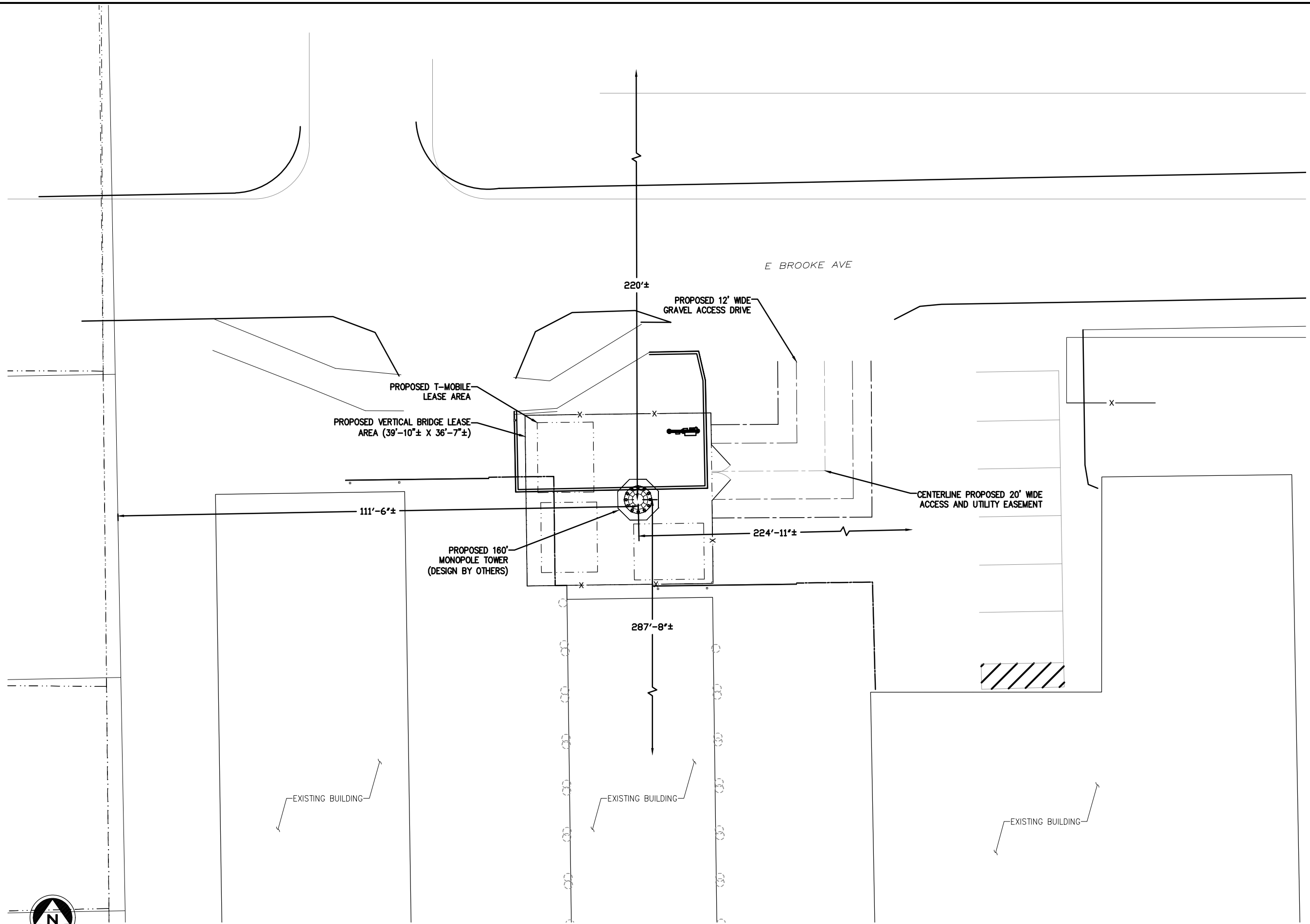
PROPERTY LAYOUT

Drawing Scale:
AS NOTED

Date:
3.9.23

UNAUTHORIZED ALTERATION OR ADDITION
TO THIS DOCUMENT IS A VIOLATION OF
APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number
ZD2



1 OVERALL SITE PLAN
ZD3 SCALE: 1"=20'

THIS DRAWING IS NOT A SURVEY AND ALL DIMENSIONS ARE APPROXIMATE. PLEASE REFER TO THE ACTUAL SURVEY FOR EXACT DIMENSIONS.

INFORMATION SHOWN BASED ON A FIELD SURVEY BY POINT TO POINT DATED 3.1.23



Collective Solutions, LLC



4	REVISED ZDs	KE	3.27.23
3	REVISED ZDs	KE	3.9.23
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TOWER ID#: US-OK-5188
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SITE NAME: WILL ROGERS
1730 NORTH JARDOT
STILLWATER, OK 74076
PROPOSED
160' MONOPOLE TOWER

Engineer Stamp

Drawing Title

OVERALL SITE PLAN

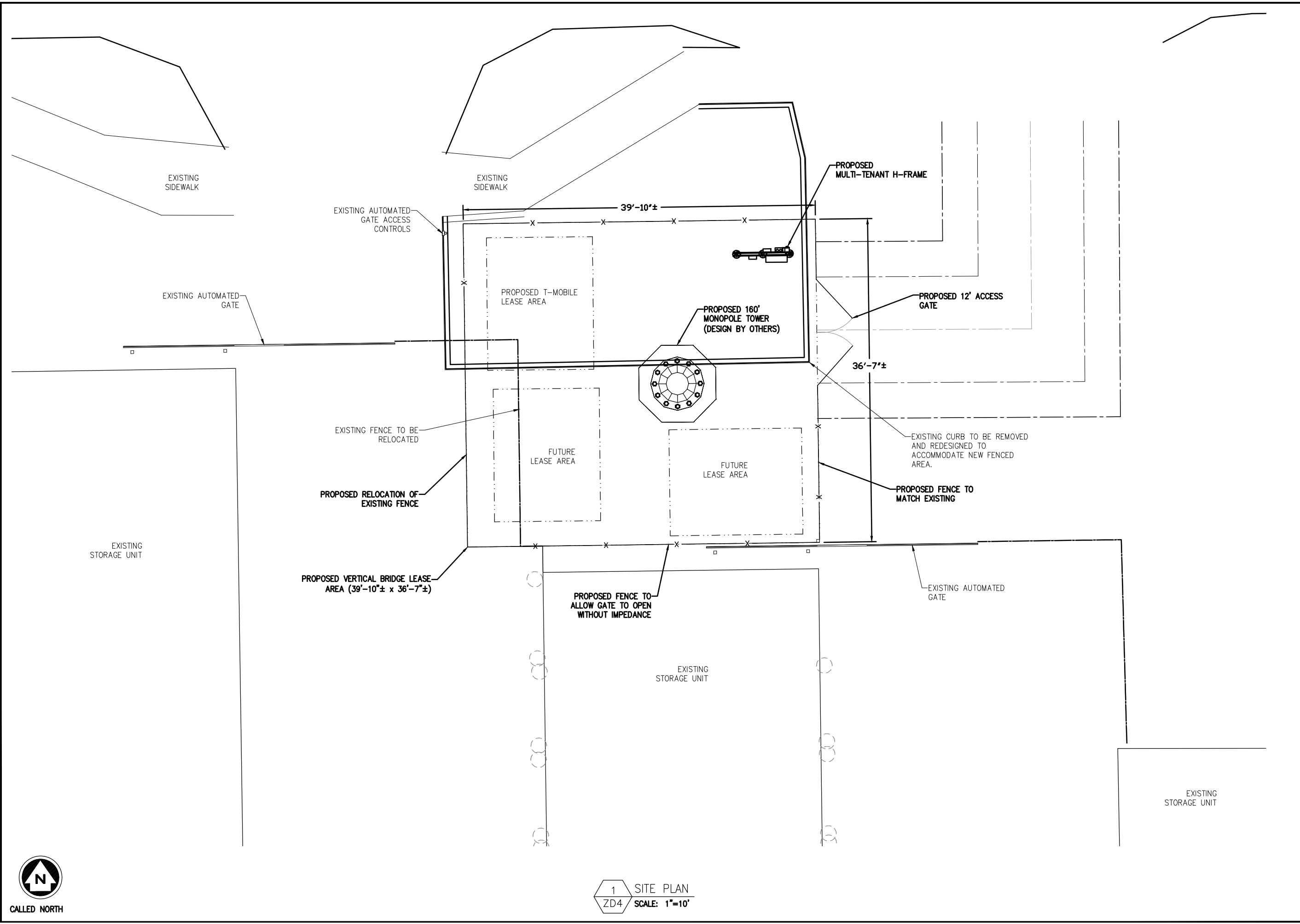
Drawing Scale:
AS NOTED

Date:
3.9.23

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Drawing Number

ZD3



PREPARED FOR:

PREPARED BY:



Collective Solutions, LLC



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Project Number 54004

Project Title
 VB BTS II, LLC
 TOWER ID#: US-OK-5188
 T-MOBILE #: OK03109A
 SITE NAME: WILL ROGERS
 1730 NORTH JARDOT
 STILLWATER, OK 74076
 PROPOSED
 160' MONOPOLE TOWER

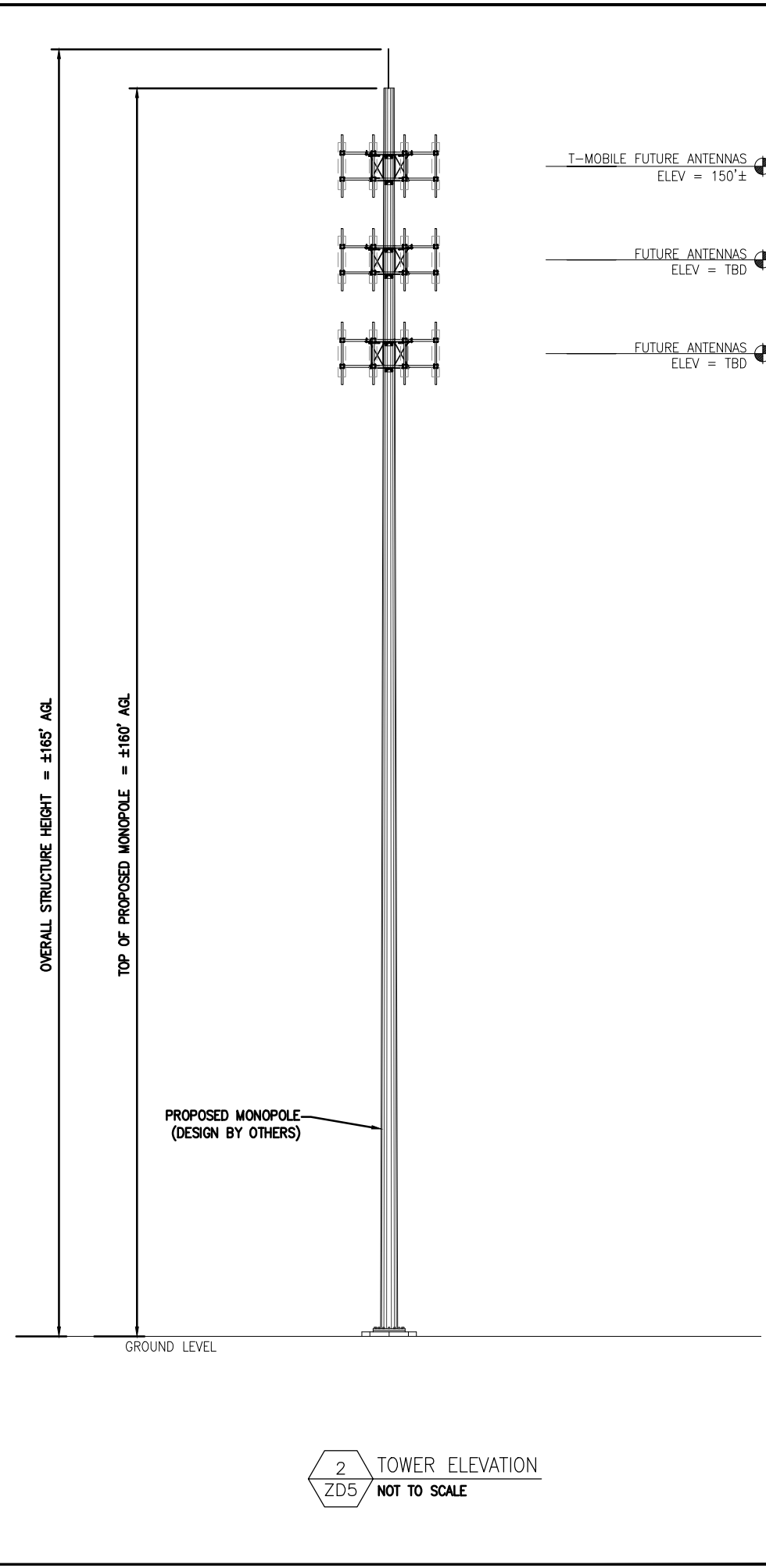
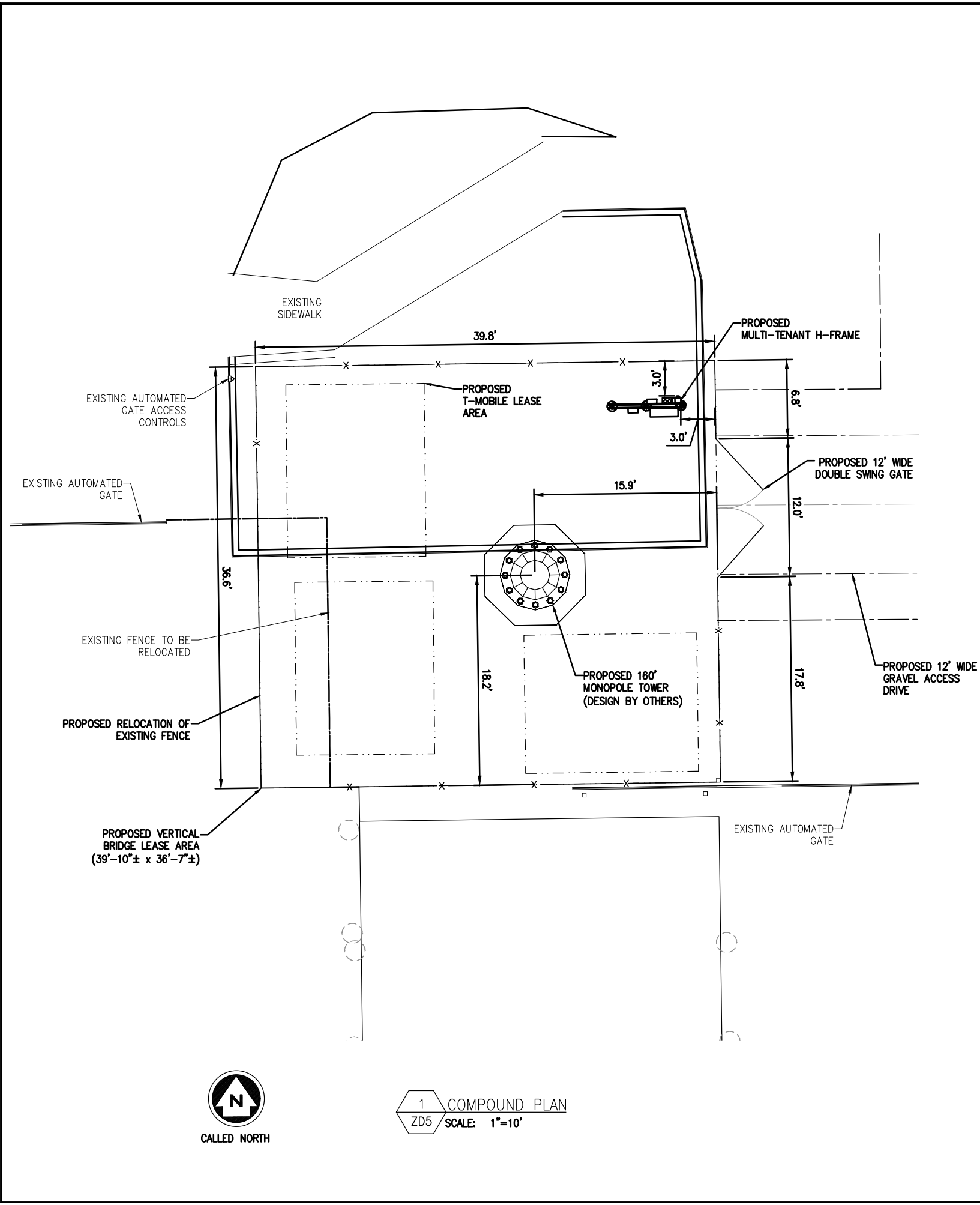
Engineer Stamp

Drawing Title
 PROPERTY LAYOUT

Drawing Scale:
AS NOTED
 Date:
3.9.23

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Drawing Number
ZD4



- T-MOBILE FUTURE ANTENNAS
ELEV = 150'±
- FUTURE ANTENNAS
ELEV = TBD
- FUTURE ANTENNAS
ELEV = TBD



1 COMPOUND PLAN
ZD5 SCALE: 1"=10'

2 TOWER ELEVATION
ZD5 NOT TO SCALE

PREPARED FOR:

PREPARED BY:

Collective Solutions, LLC

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Project Number
54004

Project Title
VB BTS II, LLC
TOWER ID#: US-OK-5188
T-MOBILE #: OK03109A

SITE NAME: WILL ROGERS
1730 NORTH JARDOT
STILLWATER, OK 74076
PROPOSED
160' MONOPOLE TOWER

Engineer Stamp

Drawing Title

COMPOUND PLAN &
TOWER ELEVATION

Drawing Scale:
AS NOTED

Date:
3.9.23

UNAUTHORIZED ALTERATION OR ADDITION
TO THIS DOCUMENT IS A VIOLATION OF
APPLICABLE STATE AND/OR LOCAL LAWS

Drawing Number
ZD5

Date: 6/14/2023

Customer Name: Vertical Bridge

Attn: To Whom It May Concern

SUBJECT: Project Number: 580988
Site Name: US-OK-5188 Will Rogers - Stillwater, OK
Structure: 155-ft Monopole
Designed within a Theoretical Fall Radius of 75-ft

Communication structures designed by Valmont are sized in accordance with the latest governing revision of the ANSI/TIA 222 standard unless otherwise requested by our customer or the governing jurisdiction. This standard has been approved by ANSI/ASCE, which has dealt with the design of antenna support structures since the late 1950s. The TIA standard, based on provisions of this nationally known specification, has a long history of reliability. Its core philosophy is first and foremost to safeguard and maintain the health and welfare of the public.

Valmont's communication structures have proven to be very reliable products. We use the latest standards, wind speed information, and sophisticated analytical tools to ensure that we continue providing high quality structures.

This structure is designed to the following criteria:

- Exposure Category C
- Topographical Category 1, and a Crest height of 0 feet
- Risk Category II
- Site Elevation 920 feet
- 109 MPH Ultimate Wind Speed (no ice) per ASCE 7-16
- 40 MPH with 1.5 inches ice per ANSI/TIA-222-H

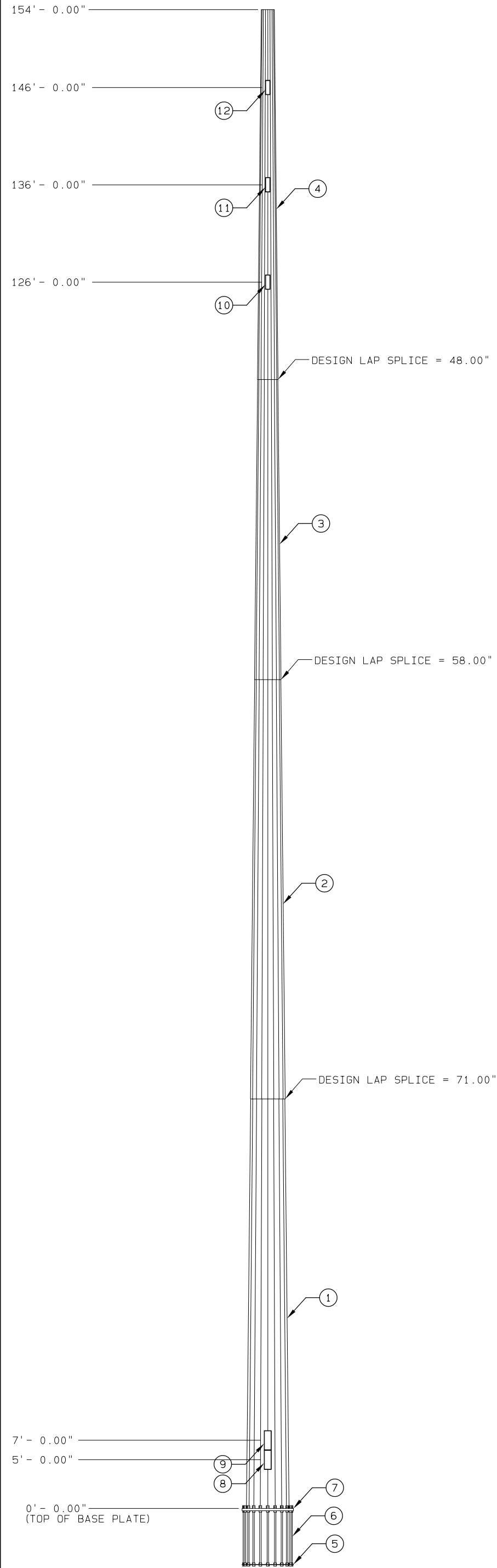
The theoretical failure point is at the structure midpoint or above by purposely over designing the structural components below this point. The predicted mode of wind induced failure would be local buckling of the shaft at or above the midpoint with the upper sections folding over onto the intact lower sections.

I hope these comments address any questions or concerns relative to the anticipated performance of this structure; please reach out directly should you have any questions or comments.

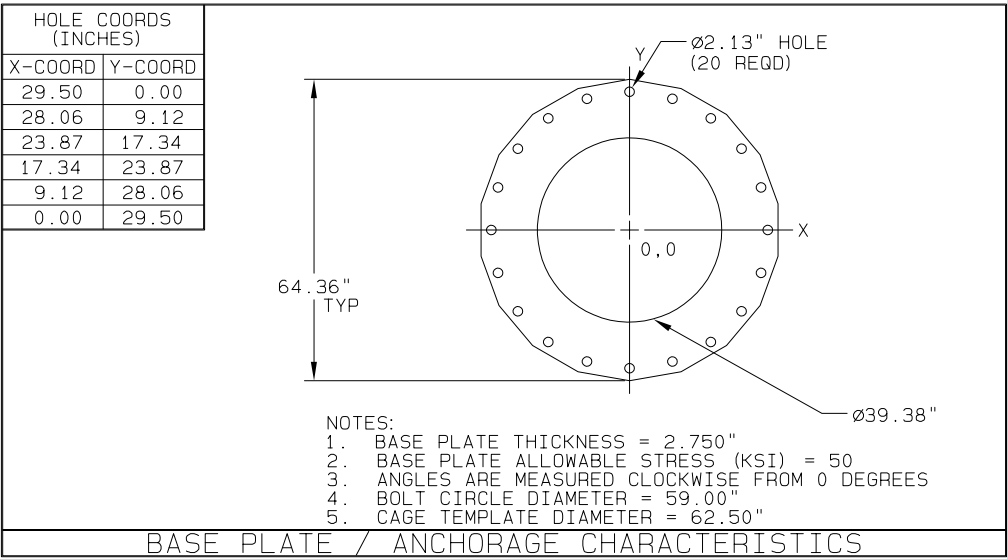
Sincerely,

Yatong Zeng
Design Engineer
Yatong.Zeng@Valmont.com
402-359-6830





ITEM ID	NO. REQD	FEATURES	UNIT WEIGHT (LBS)	WEIGHT (LBS)
1	1	SECTION A VALMONT S-22 0.375" THK (A572 GR65)	8,939	8,939
2	1	SECTION B VALMONT S-22 0.375" THK (A572 GR65)	7,039	7,039
3	1	SECTION C VALMONT S-22 0.313" THK (A572 GR65)	3,278	3,278
4	1	SECTION D VALMONT S-22 0.219" THK (A572 GR65)	1,829	1,829
5	1	BOTTOM CAGE PLATE	119	119
6	20	1.75" ANCHOR BOLT, LENGTH=6.00' A615 GR75	69	1,364
7	1	BASE PLATE VALMONT S-56 2.750" THK (A572 GR50)	1,481	1,481
	1	TOP CAGE PLATE (REMOVE BEFORE SETTING POLE)	156	156
	1	SAFETY CLIMBING CABLE (LENGTH = 144.00')	109	109
	3	GROUNDING LUG	2	6
		GALVANIZING	437	437
	172	STEP AND CLIP (VALMONT STANDARD)	1	172
8	2	HAND HOLE HVY (9" x 24") @ 0°, 180°	52	104
9	2	HAND HOLE HVY (9" x 24") @ 90°, 270°	52	104
10	3	HAND HOLE STD (6" x 18")	18	54
11	3	HAND HOLE STD (6" x 18")	18	54
12	3	HAND HOLE STD (6" x 18")	18	54
	1	POLE CAP	15	15



- NOTES:
- FACTORED BASE REACTIONS
MOMENT = 50.962 IN-KIPS
SHEAR = 33.127 #
VERTICAL = 44.343 #
 - GALVANIZED PER ASTM A-123.
 - DESIGN CRITERIA: TIA-222-H
 - THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADING:
EXPOSURE CATEGORY = C
TOPOGRAPHY CATEGORY = 1
RISK CATEGORY = II
SITE ELEVATION = 920 FT
EARTHQUAKE SPECTRAL RESPONSE ACCELERATION AT SHORT PERIODS SS = 0.16
EARTHQUAKE SPECTRAL RESPONSE ACCELERATION AT ONE SECOND S1 = 0.07
EARTHQUAKE SITE CLASS = C
WIND LOAD CASES ARE BASED ON 3 SECOND GUST AND 700 YEAR MRI
A. CASE 1: WIND = 109 MPH WIND SPEED
B. CASE 2: WIND = 40 MPH ICE AND WIND SPEED
DESIGN ICE THICKNESS = 1.50 IN
C. CASE 3: WIND = 60 MPH WIND SPEED
D. CASE 4: SEISMIC
E. CASE 5: SEISMIC
F. EQUIPMENT
- | DESCRIPTION | ABP MTG HT. (FT) | ABP CENTROID HT. (FT) | WITHOUT ICE EPA (FT**2) | WT (LBS) | WITH ICE EPA (FT**2) | WT (LBS) |
|--------------------------------|------------------|-----------------------|-------------------------|----------|----------------------|----------|
| 1-CARRIER #1 - 40000 SQ IN EPA | 149.00 | 149.00 | 227.80 | 5556 | 626.44 | 15279 |
| 1-CARRIER #2 - 30000 SQ IN EPA | 139.00 | 139.00 | 170.81 | 4167 | 469.78 | 11458 |
| 1-CARRIER #2 - 30000 SQ IN EPA | 129.00 | 129.00 | 170.81 | 4167 | 469.78 | 11458 |
| 1-5/8" X 5" LIGHTNING ROD LIGH | 154.00 | 156.50 | 0.47 | 21 | 2.91 | 61 |
- FEEDLINES ARE PLACED INTERIOR TO THE POLE SHAFT (UNLESS NOTED OTHERWISE)
 - TOTAL POLE HEIGHT IS 155 FT AGL
 - ELEVATIONS ARE MEASURED FROM TOP OF BASE PLATE (APPROX. 1 FT AGL)
 - 18 SIDED SHAFT
 - DESIGNED TO A 64' FALL ZONE (<75' FALL ZONE REQUIREMENT)
 - ALTHOUGH RARE, VIBRATIONS SEVERE ENOUGH TO CAUSE DAMAGE CAN OCCASIONALLY OCCUR IN STRUCTURES OF ALL TYPES. BECAUSE THEY ARE INFLUENCED BY MANY INTERACTING VARIABLES, VIBRATIONS ARE GENERALLY UNPREDICTABLE. THE USER'S MAINTENANCE PROGRAM SHOULD INCLUDE OBSERVATION FOR EXCESSIVE VIBRATION AND EXAMINATION FOR ANY STRUCTURAL DAMAGE OR BOLT LOOSENING. THE VALMONT WARRANTY SPECIFICALLY EXCLUDES FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT.



SECTION INFORMATION						REV				DESCRIPTION			
ITEM ID	LENGTH	BASE OD	TOP OD	THK	MATL	REV ID	DATE	REV BY		SCALE	DATE	ENGR	
1	48'- 0.00"	62.50"	40.56"	0.375"	A572 65 KSI		6/14/23	YZ	added 75' fall zone requirement				
2	47'-11.00"	42.78"	30.86"	0.375"	A572 65 KSI								
3	34'-10.00"	32.69"	24.02"	0.313"	A572 65 KSI								
4	38'- 0.00"	25.45"	16.00"	0.219"	A572 65 KSI								

ORDER 580988	PROJECT	FILE ID 580988-P2	SCALE NONE	DATE 06/14/23	ENGR YZ70	valmont
DESCRIPTION VB BTS II, LLC 154.0' POLE, SITE: US-OK-5188 WILL ROGERS - STILLWATER, OK						

2. GENERAL ORDERS:

- a. Vertical Bridge c/o Jerrod Foutes, **SPECIFIC USE PERMIT (SUP23-03)**, consideration, discussion and possible action, including recommending approval or denial of an application to construct a telecommunication tower on property addressed as 1730 N. Jardot Road in the Commercial General (CG) district.

Jacquelyn Porter, City Planner presents staff report and asks for questions.

Commissioner Prather asks if there is any code about how close it can be to other districts, areas or just residential; Ms. Porter responds that City code does not.

Commissioner Shanahan asks if there are any further questions for staff; none respond. Commissioner Shanahan asks the applicant/representative to come to the podium to speak.

Mr. Jerrod Foutes, 4014 W. 80th Street, Prairie Village, KS comes to speak on the following:

- Here representing Vertical Bridge and T-Mobile
- Seek the specific use approval
- Here to answer any questions

Commissioner Shanahan asks about the tower only being able to withstand 40 mile per hour winds with the recent storms experience. Mr. Foutes states that he would have to defer to what the engineering report states. Commissioner Williams comments that the report clarifies that the tower can withstand a 109 mile per hour straight line winds and the 40 mile per hour winds is with 1.5 inches of ice.

Commissioner Shanahan asks if there is no fall zone that could accommodate a tower such as this. Mr. Foutes responds that the fall zone is 64 feet.

Commissioner Shanahan asks if there are any further questions.

Commissioner Williams states that assuming this specific use permit is allowed, and if this fell onto a property line, who the liability would be on; would it be on the engineer that said it wouldn't happen or Vertical Bridge.

Ms. Beth Anne Childs, Special Council comments that the City would not be liable for it; law suits would be possible; and according to the Oklahoma Tort Laws, municipalities such as Stillwater wouldn't be liable.

Commissioner Shanahan asks about liability or removal if it falls onto Jardot Road. Ms. Childs responds that the City would be able to remove the debris but couldn't image that the owner wouldn't be responsive to partner in aid to get it removed.

Commissioner Prather states that he struggles with the meaning of design to be a 64 foot fall zone; being designed to meet the specs but no assurance that is actual reality. Mr. Foutes responds that his understanding is that the tower is designed to have certain break points for them to collapse into themselves within the fall zone. Commissioner Prather states that he would like to have a better understanding of how it is to fail but understands that the engineer has some analysis that shows it will fall a certain way.

Commissioner Shanahan asks if there are any further questions; none respond. Commissioner Shanahan states that there isn't a public hearing this evening but asks if there is anyone else that would like to make a comment; none respond. Commissioner Shanahan asks for staff's findings and alternatives.

Ms. Porter presents findings and alternatives.

Ms. Childs recommends that if the Planning Commission recommends approval to the City Council that it be conditional with being contingent on approval from the Board of Adjustment for granting of the variance.

Commissioner Prather states that he did locate additional information regarding his concern on the additional information provided.

Commissioner Shanahan asks if there is any more discussion; none respond. Commissioner Shanahan calls for a motion.

Commissioner Williams moved, Commissioner Prather seconded to find that the specific use permit to be acceptable with the condition that the variance be approved by the Board of Adjustment and recommend approval with stated condition.

Roll call:	Phillips	Hallgren	Shanahan	Prather	Williams
	Absent	Absent	Yes	Yes	Yes

Time: 15 minutes





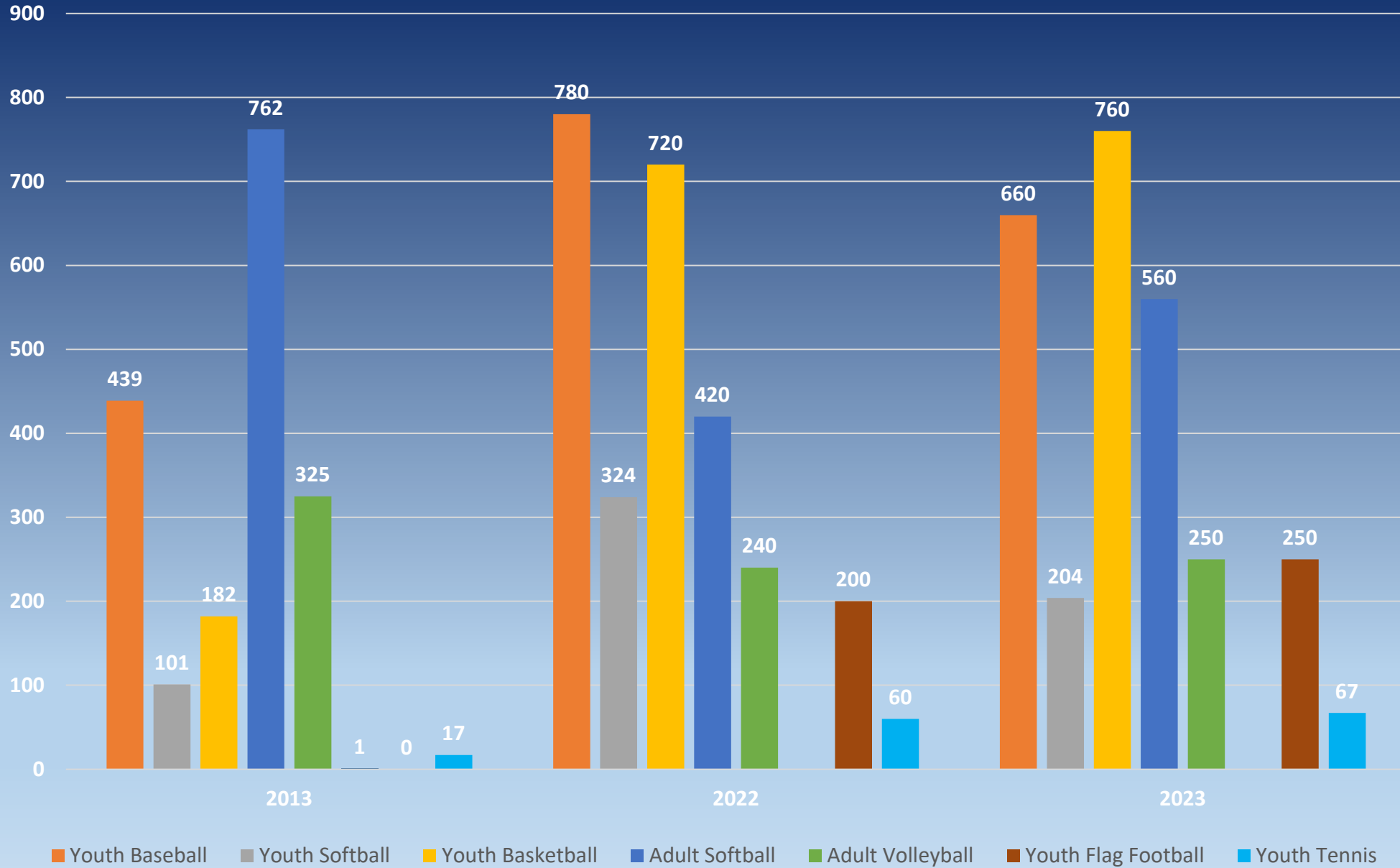
Leagues Currently for Stillwater Area Sports 2023

Date	Sport	Participants
(3) Seasons	SASA Adult Volleyball-(28 Teams Spring/Summer)	280
(3) Seasons	SASA Adult Softball-(56 Teams)	560
June-July	SASA Youth Tennis Lessons Currently (1 Session)	67
All Year	Pickleball Participants M-T-W-TH-F	120 weekly
(2) Seasons	Youth Softball/ Baseball-(72 Spring Only)	1008
(1) Season	Flag Football – (September) 2022- 25 Teams	250
(1) Season	Youth Basketball—(November) 2022- 74 Teams	760
June 2023	Added Evening Hours for Pickleball	40



Adult Softball

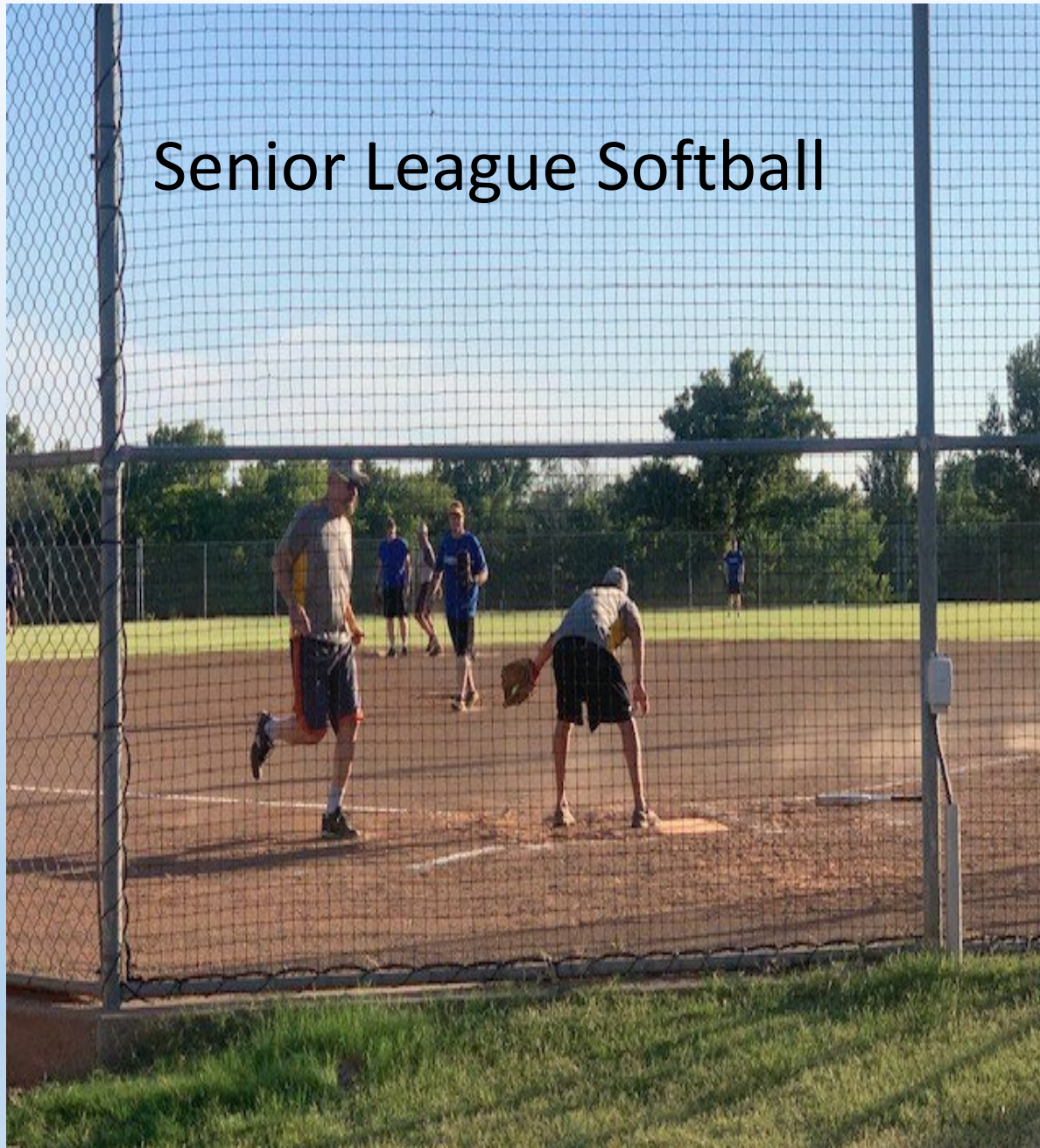
SASA LEAGUE PARTICIPATION Per YEAR





SASA Offered 205 Youth Participants Either Reduced or Completely Sponsored Registration in 2022-2023

Senior League Softball



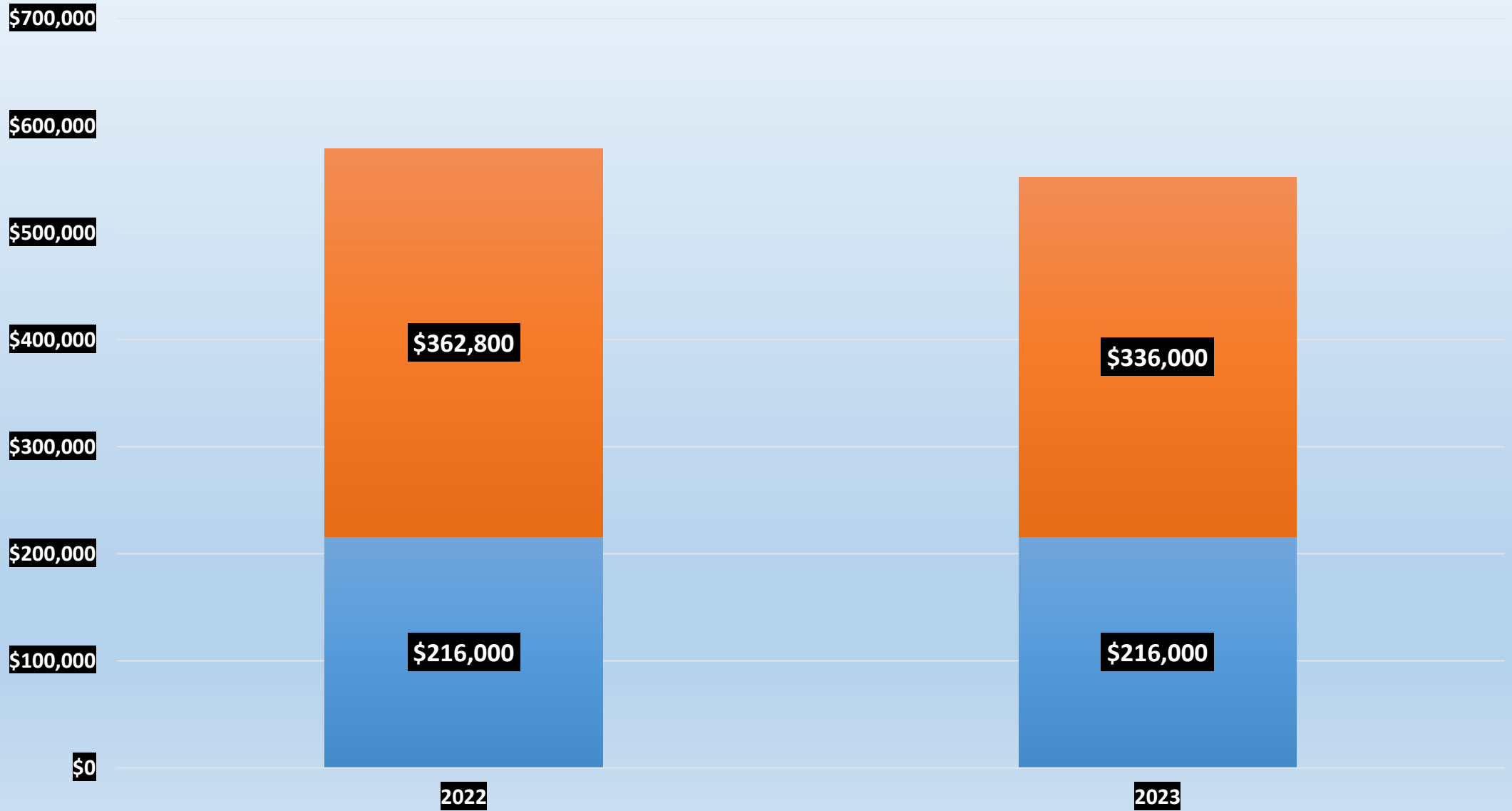
Adult Volleyball Women's League





Evening In Strickland Park

Annual Gross Income Stillwater Area Sports



Tournaments 2023

Date	Tournament	Participants
Dec 2022	SASA Holiday Classic Volleyball Tournament (17 Teams)	204
March 10-11	SASA Spring Fling Youth Baseball (20 teams)	240
March 24-26	SASA Cowboy Classic Youth Baseball (91 teams)	1092
April 14-16	SASA Cowboy Classic II Youth Baseball (20 teams)	240
April 22	SASA Softball League Tournament (6 Teams)	72
April 23	SASA Showdown Shootout Baseball (9 Teams Played Rain Out 42Teams)	108
May 13-15	SASA King of the Rings Baseball (36 Teams Rain Out)	0
June 3-4-5	SASA June Frenzy Youth Baseball (67 teams)	804
June 10-12	SASA USSSA STATE 13AA/ 13AAA (19 Teams)	228
June 24	Kevin Cook Memorial Adult Softball (10 teams)	120
Sept 2022	Hosted SJHS OSSAA Softball District Games for Stillwater Public Schools	5 Separate Dates

Partnership with SPS—
T-ball at Couch Park Softball Field



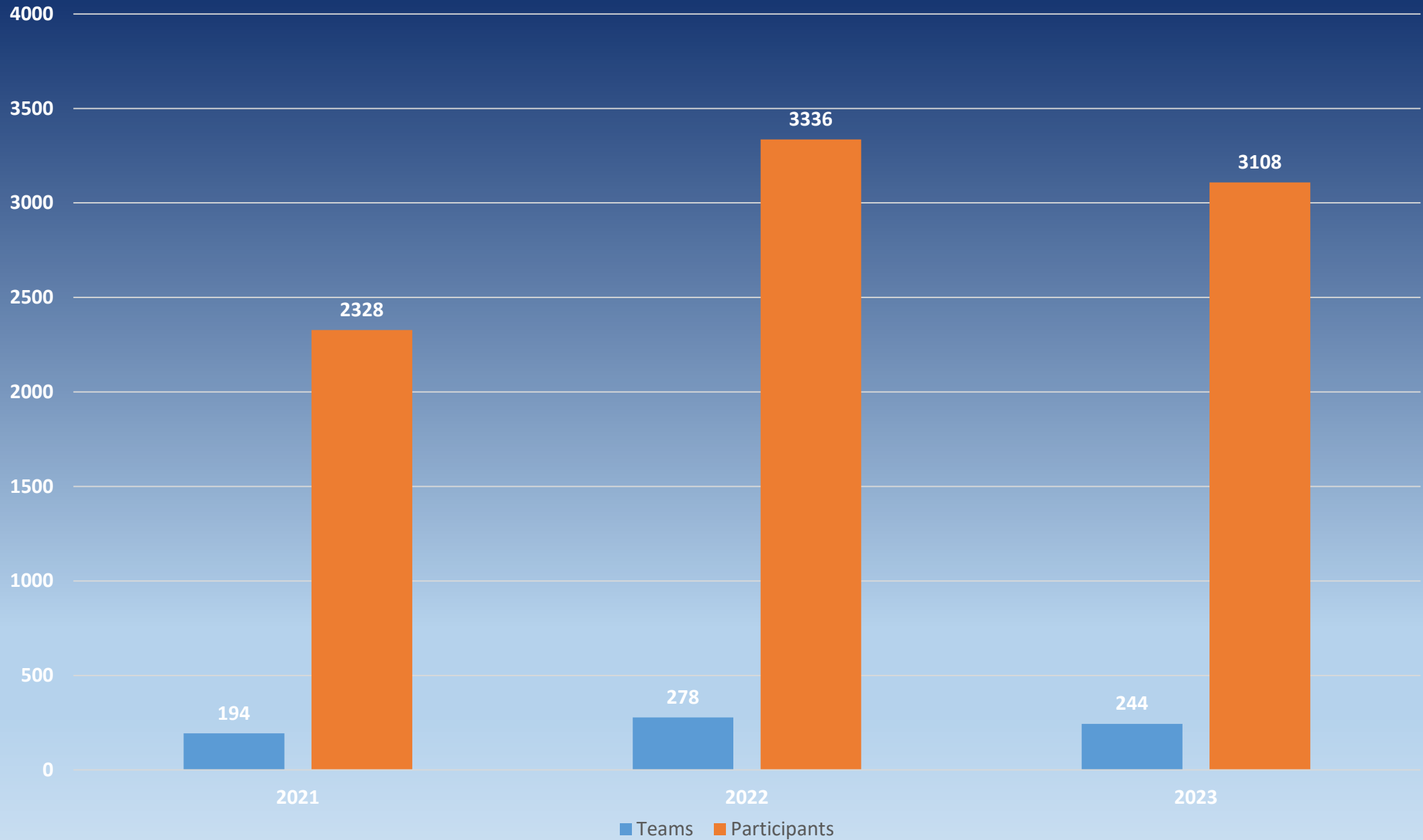
Pickleball In The Gym

Up & Coming Sport!

SASA Added
Thursday
Evening &
Sunday
Afternoon
Monday-Friday
9:00-12:00



YOUTH BASEBALL TOURNAMENT TOTALS



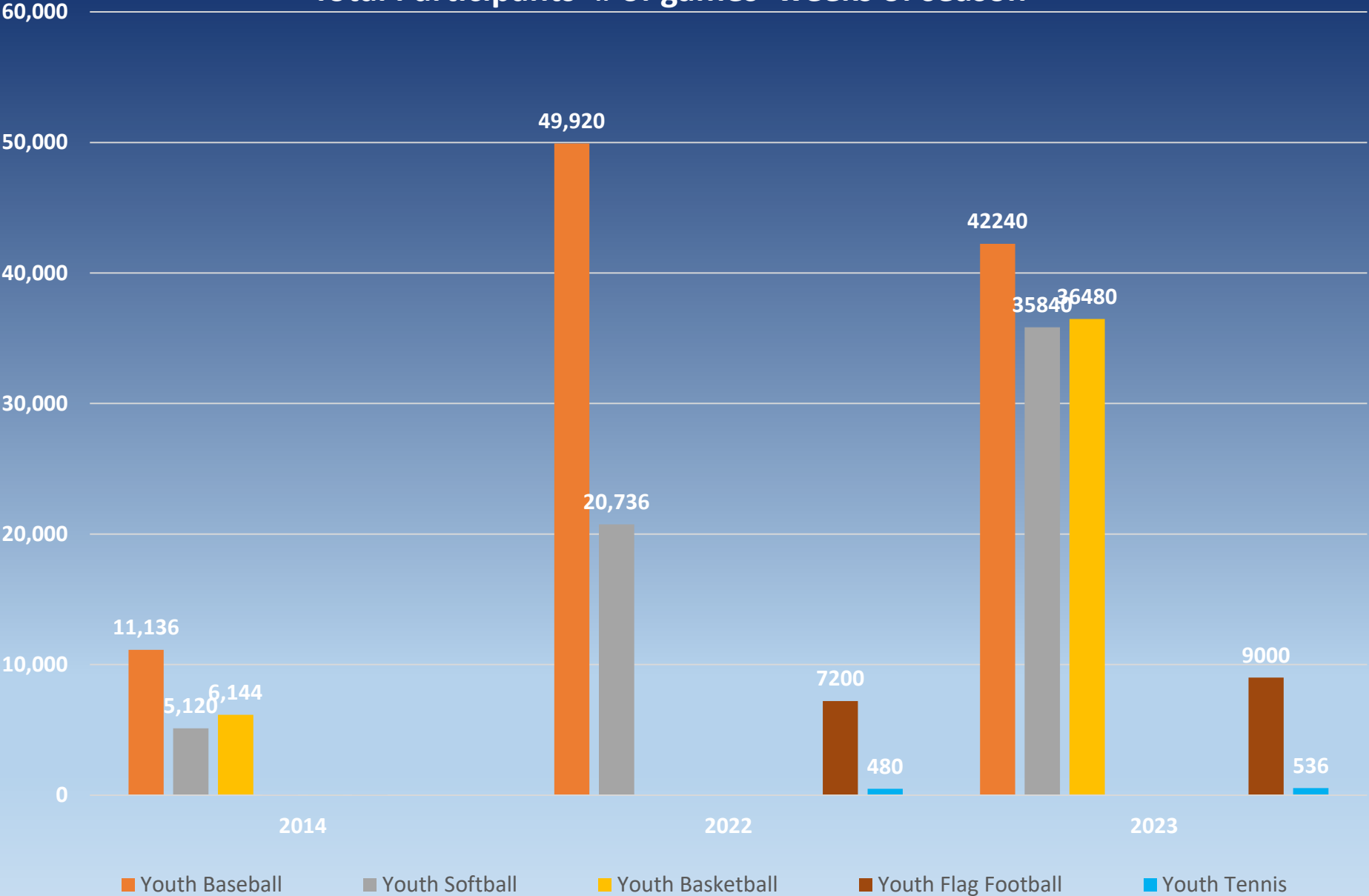
Community
Service
&
Involvement
SASA Had
Over
380
Volunteer
Coaches with
Hundreds of
Service Hours



Kball Game At Strickland Park

SASA YOUTH ACTIVITIES- GAMES & PRACTICES

Total Participants*# of games*weeks of season





SASA Holiday Ratings Volleyball Tournament At OSU Colvin Annex

Economic Impact Ratio

SASA Tournaments 2023



- 244 Total Number of Teams Participating
- Estimated 3108 Participants
- 6616 Fans & Family
- 488 coaches
- 145 officials
- 6673 TOTAL OUT OF TOWN ATTENDEES/VISITORS

Day Visitors = # of visitors (4671) x # of days (2) x \$75 = \$700,650 70% of Total
Overnight Visitors = # of visitors (2002) x # of days (2) x \$200 = \$ 800,800 30% of Total

Total Anticipated Visitor Spending:	\$ 1,501,450
Estimated Sales Tax @ 4%:	\$60,058

OKLAHOMA STATE UNIVERSITY INVOLVEMENT



- SASA Teams Scrimmaging at OSU Cowgirl Basketball Games
- SASA Teams Scrimmaging at OSU Men's Basketball Games
 - OSU Tennis Players as SASA Instructors
 - Discount Cowboy Baseball Tickets
- SASA Volleyball Tournament at OSU Colvin Center
 - Host NIL Football Camps

	Capital Investments (Purchased in 2022-23)	
	Project	Amount
	Equipment (3 mowers, 3 Trucks,2 Gators, Sprayer, Rake,2 Trailers,3 JD 3 Wheelers ,Toro 3Wheeler)	(\$203,000)
	10 Sets of New Bases & Home Plates (\$250)	\$2500
	Purchase of New Basketballs /Volleyballs /Softballs / Flag Football/ Catcher’s Equipment	\$11,000
	Field Improvements-Whittenburg/Babcock/ Airport/ Strickland	\$39,000
	Lumber for Storage Rack	\$750
	Replacement Generator/ Blowers/ Weed Eaters Due to Theft	\$1,500
	Security Lights at Whittenburg/ Strickland	\$500
	Freezer(2)/ Refrigerator	\$1,500
	AED’s for the Parks	\$1,800
	Portable Mounds (1)	\$4,500
	Replace Shade Structure at Strickland	\$2,500
	Bull Pen at Babcock	\$750
	Little Hoop Goals	\$500
	Total Capital Investments Estimated For 2022-23	\$66,800



Meet Session (1) Beginners! SASA Offers (3) Sessions of Tennis Lesson

SASA 2023-24 Plans

- Shade for Whittenburg
- Pickleball Tournament
- Field Improvements All Parks
- Hosting 5 USSSA Youth Baseball Tournaments
- Hosting 2 Youth Softball Tournaments
- Hosting Adult Softball Tournament
- Hosting Youth Volleyball Tournament at OSU Colvin Center







Hosting Special Olympics Softball Games

THANK YOU FOR THE OPPORTUNITY

Board Members:

Kevin Fowler
Rachel Fox
Dennis Marshall
Kip Racy
Blaine Stephens
Matt Streeter
Jake Fahlenkamp
Brian Vowell

Steve Ruby, Legal Counsel

Executive Director:

Carolyn Walstad

Operations Director:

Jared Szlichta

Field Supervisor:

Michael Mitchell



www.StillwaterAreaSports.com





REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	7c. CC-23-115																
Background:	• As part of the launch of commercial air service in August of 2016, the City of Stillwater held a competitive selection process and ultimately entered into a multi-phase agreement with McFarland Architects to prepare the existing terminal for commercial air service as well as to conduct the design of the eventual terminal expansion. • McFarland's sixth and final task was to complete the design of the new commercial terminal. McFarland has continued to stay engaged with Airport Administration while awaiting Federal fund availability to complete the final portion of their contract. • The FAA has agreed to fund a new commercial terminal and a new Air Traffic Control Tower (ATCT), which was added into the project per the FAA request. The current tower does not meet FAA standards. • Due to the time lapse since initial selection, the FAA reviewed this matter and deemed the previous selection process and McFarland contract was still valid and acceptable for this project. • The funding for the terminal and ATCT project will be divided out over a 5 year capital improvement plan (CIP). • Total estimated project costs for the terminal are as follows:<table><tr><td>Construction Cost</td><td>\$16,072,060</td></tr><tr><td>Parking and Access Road</td><td>1,825,000</td></tr><tr><td>Contingency</td><td>2,102,940</td></tr><tr><td>Boarding Bridge</td><td>1,500,000</td></tr><tr><td>Baggage Handling System</td><td>1,500,000</td></tr><tr><td>Furniture, Fixtures & Equip</td><td>780,000</td></tr><tr><td>Architect, Engineering & Fees</td><td><u>2,264,708</u></td></tr><tr><td>Total</td><td>\$26,044,708</td></tr></table> • McFarland's terminal design agreements will be divided out and approved annually once funding amounts are	Construction Cost	\$16,072,060	Parking and Access Road	1,825,000	Contingency	2,102,940	Boarding Bridge	1,500,000	Baggage Handling System	1,500,000	Furniture, Fixtures & Equip	780,000	Architect, Engineering & Fees	<u>2,264,708</u>	Total	\$26,044,708
Construction Cost	\$16,072,060																
Parking and Access Road	1,825,000																
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Furniture, Fixtures & Equip	780,000																
Architect, Engineering & Fees	<u>2,264,708</u>																
Total	\$26,044,708																

	identified and they can clearly determine the amount of work able to be completed. • The airport received \$1,019,233 from the Bipartisan Infrastructure Law (BIL) fund and those funds are to be used for the preliminary design of the terminal and ATCT siting. • Resolution No CC-2023-2 authorized application for BIL grant #3-10-0090-039-2023 in the amount of \$1,019,003. Grant application and supporting documentation is in process. • Airport terminal design is 30% complete. • Air Traffic Control Tower siting is nearing completion. Construction costs have yet to be estimated.
Solution:	• Implement grant funding requests per 5 Year CIP • Complete terminal design • Hire construction manager at risk and owner's representative • Refine terminal construction budget • Begin parking access road and parking lot in spring 2024 • Begin terminal construction in summer 2024 with completion of the terminal anticipated in summer 2026 • Continue design and engineering of ATCT during terminal construction • Begin construction of ATCT in Fall 2026 • Completion of ATCT in Fall 2027 • Staff recommends adoption under the Resolutions portion of this agenda of Resolution CC-2023-22 authorizing the submission of applications for Federal and State funding for the design and construction of a new terminal at Stillwater Regional Airport.
Financial Impact/Funding Source(s):	• Projected sponsor's grant match plus ineligible costs for the terminal construction total \$6,109,459 over the 5 year CIP. • In addition, Sponsor will need to provide for competitive grant application funding gaps. Maximum gap is \$6,000,000 and minimum gap is \$0.
Related Strategic Priority:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.

Recommended Action/Motion:	#4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities and parks to best meet the needs of the public. • Motion to approve Amendments to the Professional Services Agreement with McFarland Architects in a total amount not-to-exceed \$1,616,635 to complete the new terminal design at Stillwater Regional Airport.
Prepared By:	Gary Johnson, Interim Airport Director
Reviewed By:	Melissa Reames, Deputy City Manager Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	McFarland PSA

McFarlandArchitects



Designs that Inspire Community.

Summary of 2023 Professional A/E Services for the Stillwater Regional Airport Terminal
June 28, 2023

This Summary is provided to accompany the submission of documents that describe the additional professional services provided by McFarland Architects, P.C. to the City of Stillwater. The 2023 revisions are outlined in Exhibit J.2 which states the scope of work and suggested terms for the professional services proposed for the Terminal Improvement Program.

Our additional services included in Exhibit J.2 and Task No. 006C are proposed as follows:

1. Completion of Design Development Phase of the A/E Services, described in P.2.
2. Completion of Construction Documents Phase of the Project, described in P.2.
3. Assist the City of Stillwater in creating Procurement Documentation for the Furniture, Furnishings and Equipment for Terminal, described in Exhibit R.1.
4. Environmental Assessment for the Terminal was described in Exhibit Q and was agreed to with the City of Stillwater in the Fall of 2022. Funding is included in 2023 agreement.
5. Project Management of the Olsson Agreement to design and document the Phase One parking and parking access road including design of Utility Relocations.

Future Scope of Services might include:

1. A/E Professional Service to assist the Construction Manager at Risk for the Pricing and Construction Administration Phase of the Terminal Expansion.
2. Environmental Assessment for the Air Traffic Control Tower Site

Work outside of the A/E agreements as described include the following:

- A. Construction Manager at Risk (CMAR) for the Construction of the Terminal. The pricing service by the CMAR will be paid directly by the City of Stillwater. (The A/E services included program management activities to assist with the procurement of the CMAR, and this was included in the original 2022 Agreement). The CMAR will construct the terminal in future funding years.
- B. ATCT Architecture and Engineering
- C. ATCT Construction
- D. ATCT Site Infrastructure Professional Engineering Services
- E. ATCT Site Utility Expansion Design Fees and the Cost of Construction
- F. Other services as identified as the Improvement Program progresses.

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Stillwater Regional Airport
2020-1 West Airport Road
Stillwater, OK 74075

AGREEMENT INFORMATION:

Date: April 23, 2015

AMENDMENT INFORMATION:

Amendment Number: 006C

Date: June 28, 2023

OWNER: *(name and address)*

City of Stillwater
Stillwater Regional Airport
723 S. Lewis, P.O. Box 1449
Stillwater, OK 74076

ARCHITECT: *(name and address)*

McFarland Architects, P.C.
1924 S. Utica Ave., Suite 1216
Tulsa, OK 74104

The Owner and Architect amend the Agreement as follows:

Exhibit J.2 Project Information.

Services for Architecture and Engineering for Terminal, described in Exhibit P.2.

Design Services for Furniture, Furnishings and Equipment, described in Exhibit R.1
and AIA Document B253-2019.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

\$1,616,635.00

This amount does not include:

- A. City of Stillwater reserves \$52,663 for CMAR to provide professional services defined as Pre-Construction.
- B. \$78,225 for Environmental Assessment (EA) for New Terminal - Exhibit Q executed December 6, 2022.
- C. City of Stillwater reserves \$205,140 for Olsson professional engineering service to design and document Phase I terminal parking, parking access road and utilities.

Schedule Adjustment:

60 months from date of signed agreement.

Amendment 006C - EXHIBIT J.2
Scope of Services

J.2.1 Article 9.2 This Agreement is comprised of the following Documents

- .1 AIA Document B102-2007, Standard Form of Agreement between Owner and Architect (Approved April 2015)
- .2 AIA Document B201-2007, Standard Form of Architects Services: Design and Construction Contract Administration (Approved April 2015)
- .3 Exhibit A is Initial Information from 2015
- .4 Exhibit B is updated General Liability Insurance (Updated May 2022)
- .5 Exhibit C is updated Professional Liability Insurance (Updated May 2022)
- .6 Exhibit D is updated McFarland Architects Hourly Rate (Updated May 2022)
- .7 Exhibit E Mandatory Federal Contract Provisions from 2015
- .8 Exhibit F issued with Amendment No. 1 - 2015
- .9 Exhibit G issued with Amendment No. 1 - 2015
- .10 Exhibit H issued with Amendment No. 2 - 2015
- .11 Exhibit I issued with Amendment No. 3 - 2015
- .12 Exhibit J is revisions to the AIA B 102 and AIA B202 and the addition of expanded Scope of Services
- .13 Exhibit K schedule for A/E Services
- .14 Exhibit L schedule for CMAR selection (updated)
- .15 AIA Document B203-2017, Standard Form of Architects Services: Site Evaluation and Project Feasibility
- .16 Exhibit M Scope of Service for Air Traffic Control Tower Siting Study Services
- .17 AIA Document B202-2020, Standard Form of Architects Services: Programming
- .18 Exhibit N Scope of Services for Pre-Planning Activities
- .19 Exhibit O Scope of Services for Programming and Concept Design
- .20 Exhibit P Scope of A&E Services for Terminal to include Schematic Design & Design Development
- .21 Exhibit Q Scope of Environmental Assessment Services for Terminal (agreed to December 6, 2022)
- .22 Exhibit P.2 Services for Architectural and Engineering Services for the Terminal to include Construction Documents.
- .23 Exhibit R.1 and AIA Document B253-2019 Professional Services for Furniture, Furnishing and Equipment.

J.2.2 AIA A201-2007, Page One – Article 1 – INITIAL INFORMATION. Numerous paragraphs in this agreement were not determined at the time of the approval in 2015. These paragraphs are now able to be completed:

- 1.1 Updated Information for 2023: The project is the expansion of the Stillwater Regional Airport Terminal.
 - 1.1.1 The site of the new terminal is on the land adjacent to the existing terminal.
 - 1.1.2 The Owner's Budget for the Cost of the Work of New Terminal \$17,063,310.
 - 1.1.3 The Owner's anticipated design and construction milestone dates:
 - 1.1.5.1 Design and Documentation Phase Completed by March 1, 2024
 - 1.1.5.2 Construction Commencement Date by May 1, 2024
 - 1.1.5.3 Substantial Completion Date by May 1, 2026

J.2.3 AIA A201-2007 Page Seven and Eight – Article 3 – ADDITIONAL SERVICES

- 3.1.27 Furniture, Furnishings and Equipment, AIA B253-2019

SUBMITTED BY: McFarland Architects, P.C.

AGREED TO: City of Stillwater

(Signature)

Connie S. McFarland, President
(Printed name and title)

(Date)

(Signature)

Kimberly Carnley, City Attorney
(Printed name and title)

(Date)

(Signature)

Brady Moore, Interim City Manager
(Printed name and title)

(Date)

(Signature)

Will Joyce, Mayor
(Printed name and title)

(Date)

Exhibit P.2
Scope of Service for Construction Documents
Stillwater Regional Airport Terminal

- P.2.1 The terms of this service are defined in Scope of Architects Basic Services AIA B201- Article 2.
- P.2.2 Services described in paragraph 2.3 Design Development Phase Services will be completed in this scope.
- P.2.3 Services described in paragraph 2.4 Construction Document Phase Services will be completed with this scope.
- P.2.4 Included in this agreement is the project management and coordination of engineering services provided by Olsson. This includes design, design development and construction documents of the Phase One Parking, parking access road and utilities. Olsson in under agreement directly with the City of Stillwater.
- P.2.5 AIA B201 Services included page 3, paragraph 2.3.1.
 - 2.3.1.1 Architectural
 - 2.3.1.2 Structural
 - 2.3.1.3 Civil
 - 2.3.1.4 Mechanical
 - 2.3.1.5 Plumbing
 - 2.3.1.6 Fire Protection
 - 2.3.1.7 Electrical Including IT/AV.
 - 2.3.1.8 Terminal Equipment – Jet Bridge & Baggage Handling Equipment
- P.2.6 AIA A201 Article 3 Additional Services described on page 8.
 - 3.2.1 Services to provide Grant Administration

Exhibit P B201-2007 – Cost Basis Table

Complete Design Development and Construction Documents

Consultant/Discipline	Fees
McFarland Architects, P.C/Architect	\$1,014,267.00
LBR/Engineer	\$52,500.00
Wallace/Structural	\$82,405.00
Parkhill/MEP	\$334,083.00
Reimbursable Expense	\$57,500.00

TOTAL COST DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS	\$1,540,755.00
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Additional Services

Additional Services for Grant Administration

McFarland Architects, P.C/Architect	\$8,600.00
LBR/Engineer	20,000.00
Subtotal	\$28,600.00

TOTAL COST ADDITIONAL SERVICES	\$28,600.00
---------------------------------------	--------------------

SUBMITTED BY: McFarland Architects, P.C.

AGREED TO: City of Stillwater

(Signature)

Connie S. McFarland, President

(Printed name and title)

(Date)

(Signature)

Kimberly Carnley, City Attorney

(Printed name and title)

(Date)

(Signature)

Brady Moore, Interim City Manager

(Printed name and title)

(Date)

(Signature)

Will Joyce, Mayor

(Printed name and title)

(Date)

Exhibit R.1
Scope of Service for Furniture, Furnishings and Equipment
Stillwater Regional Airport Terminal Expansion

- R.1 The terms of this service are defined in the AIA Document B253-2019, Standard Form of Architects Services: Furniture, Fixtures and Equipment (FFE). This document will complete the description of services for both programming and design concepts and this document will provide assistance during procurement and oversight during installation of the Furniture, Furnishings & Equipment.

Exhibit O B202-2020 – Cost Basis Table

Consultant/Discipline	Fees
McFarland Architects, P.C/Architect	\$23,780.00
Parkhill/MEP	\$21,000.00
Travel Expenses	\$2,500.00
TOTAL COST	\$47,280.00

SUBMITTED BY: McFarland Architects, P.C.

AGREED TO: City of Stillwater

(Signature)

Connie S. McFarland, President
(Printed name and title)

(Date)

(Signature)

Kimberly Carnley, City Attorney
(Printed name and title)

(Date)

(Signature)

Brady Moore, Interim City Manager
(Printed name and title)

(Date)

(Signature)

Will Joyce, Mayor
(Printed name and title)

(Date)

AIA® Document B253™ – 2019

Standard Form of Architect's Services: Furniture, Furnishings, and Equipment (FF&E) Design Services

for the following **PROJECT:**
(Name and location or address)

Stillwater Regional Airport Terminal Expansion
2020-1 West Airport Road
Stillwater, OK 74075

THE OWNER:
(Name, legal status, and address)

City of Stillwater
723 South Lewis
Stillwater, OK 74076

THE ARCHITECT:
(Name, legal status, and address)

McFarland Architects P.C.
1924 South Utica Ave., Suite 1216
Tulsa, OK 74104

THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the twenty third day of April in the year 2015

(In words, indicate day, month, and year.)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION**
- 2 ARCHITECT'S RESPONSIBILITIES**
- 3 PROGRAMMING SERVICES**
- 4 SCOPE OF ARCHITECT'S BASIC SERVICES**
- 5 SUPPLEMENTAL AND ADDITIONAL SERVICES**
- 6 OWNER'S RESPONSIBILITIES**
- 7 COST OF THE WORK**
- 8 COMPENSATION**
- 9 ATTACHMENTS AND EXHIBITS**

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™–2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with AIA Document G802™–2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

Init.

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User Notes:

(3B9ADA5A)

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Definitions

§ 1.1.1 The term “furniture, furnishings, and equipment” is expressed as FF&E throughout this Agreement.

§ 1.1.2 If multiple vendors are used on the Project, the term “Vendor” as referred to throughout this Agreement will be as if plural in number.

§ 1.2 This Agreement is based on the Initial Information set forth below:

(State below details of the Project premises; Owner’s contractors and consultants; Architect’s consultants; Owner’s budget for the Cost of the Work for FF&E; Owner’s anticipated milestone dates for design, construction, and FF&E installation; Owner’s Sustainable Objectives; lease requirements or restrictions; the Owner’s intended procurement and delivery methods; and other information relevant to the Project.)

The Stillwater Regional Airport New Terminal and Terminal Expansion will need new furniture throughout. There will also be small equipment needed to serve various activities within the new terminal.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work for FF&E and the Owner’s anticipated design, construction, and FF&E installation milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES (Not Used)

ARTICLE 3 PROGRAMMING SERVICES

§ 3.1 The Architect shall consult with the Owner regarding the Owner’s scope, intent, goals, and objectives for the FF&E for the Project.

§ 3.2 The Architect shall review the Owner’s budget for the Cost of the Work for FF&E and the Project schedule, if provided in Article 1, or assist the Owner in the preparation of such items.

§ 3.3 The Architect shall gather and evaluate information about the Project by, as applicable, (1) compiling and reviewing existing Project-related documentation provided by the Owner; (2) interviewing Owner-designated individuals; (3) visiting the Owner’s relevant existing facilities or properties; and (4) identifying and evaluating constraints and opportunities that will have an impact on the FF&E for the Project.

§ 3.4 The Architect shall develop design and performance criteria for the FF&E for the Project based on information gathered and the Owner’s goals and objectives.

§ 3.5 The Architect shall recommend Project standards that relate to FF&E, or incorporate Owner standards, such as area allowances, space allocation, space adjacency requirements, and communication and technology.

§ 3.6 The Architect shall establish or confirm general and specific space quality objectives that relate to the FF&E for the Project related to such elements as aesthetics, ergonomics, lighting levels, and environmental considerations.

§ 3.7 The Architect shall determine or confirm specific space requirements that relate to the FF&E for the Project by identifying required spaces and their functions and characteristics; establishing sizes and relationships of such spaces; and establishing space efficiency factors.

§ 3.8 The Architect shall prepare a written program, including a summary of observations and recommendations, for the Owner's review and approval.

§ 3.9 The Architect shall consult with the Owner regarding the program's feasibility with respect to the Owner's budget for the Cost of the Work for FF&E and the Project schedule.

ARTICLE 4 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 4.1 The Architect's Basic Services consist of those described in this Article 4. Services not included in Article 3 or Article 4 are Supplemental or Additional Services.

§ 4.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 4.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's FF&E services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of the FF&E Work.

§ 4.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 4.2 Schematic Design Phase Services

§ 4.2.1 The Architect shall review information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 4.2.2 The Architect shall discuss with the Owner alternative approaches to design and selection of FF&E, and options for procuring FF&E.

§ 4.2.3 Based on the Owner's approval of the program, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of preliminary furniture layouts, and may include preliminary options for FF&E.

§ 4.2.4 The Architect shall consider sustainable design alternatives, such as material choices, together with other considerations based on program and aesthetics, in developing a design that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 5.1.

§ 4.2.5 The Architect shall consider the value of alternative materials together with other considerations based on program and aesthetics, in developing a design for the FF&E for the Project that is consistent with the program, Owner's schedule, and the Owner's budget for the Cost of the Work for FF&E.

§ 4.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work for FF&E prepared in accordance with Article 7.

§ 4.2.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 4.3 Design Development Phase Services

§ 4.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work for FF&E, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents. The Design Development Documents shall include FF&E selections and specially designed FF&E items or elements, and may include product data and illustrations to indicate finished appearance and functional operation of FF&E.

§ 4.3.2 The Architect shall update the estimate the Cost of the Work for FF&E prepared in accordance with Article 7.

§ 4.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate, and request the Owner's approval.

§ 4.4 FF&E Documents Phase Services

§ 4.4.1 Based on the Owner's approval of the Design Development Documents, the Architect shall prepare for the Owner's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Owner and Architect acknowledge that in order to perform the Work the Vendor will provide additional information, including shop drawings, product data, samples, and other similar submittals, which the Architect shall review in accordance with Section 4.6.3.

§ 4.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the FF&E Documents.

§ 4.4.3 The Architect shall submit the FF&E Documents to the Owner, update the estimate for the Cost of the Work for FF&E, and advise the Owner of any adjustments to such estimate, take any action required under Section 7.6, and request the Owner's approval.

§ 4.5 FF&E Procurement Phase Services

§ 4.5.1 Following the Owner's approval of the FF&E Documents, the Architect shall assist the Owner in establishing a list of prospective vendors for FF&E.

§ 4.5.2 The Architect shall assist the Owner in obtaining quotations for FF&E. Quotation Documents shall consist of quotation requirements and the proposed Contract Documents.

§ 4.5.3 The Architect shall prepare written responses to questions from prospective vendors and provide written clarifications and interpretations of the Quotation Documents in the form of addenda.

§ 4.5.4 The Architect shall assist the Owner in reviewing quotations. The Architect shall assist the Owner in awarding contracts for vendors.

§ 4.6 FF&E Contract Administration Phase Services

§ 4.6.1 The Architect shall provide administration of the Contract for FF&E as set forth below.

§ 4.6.2 The Architect shall assist the Owner in coordinating schedules for fabrication, delivery, and installation of the Work, but shall not be responsible for any failure of the Vendor to meet schedules for completion or to perform its duties and responsibilities in conformance with such schedules.

§ 4.6.3 The Architect shall review and approve, or take other appropriate action upon, the Vendor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the FF&E Documents.

§ 4.6.4 The Architect shall visit the Project premises at intervals appropriate to the stage of the Vendor's installation, or as otherwise required in Section 5.2.2, to become generally familiar with, and to keep the Owner informed about, the progress and quality of the portion of the FF&E Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the FF&E Documents. The Architect shall not have control over, charge of, or responsibility for the means,

methods, techniques, sequences, or procedures of fabrication, shipment, delivery, or installation, or for the safety precautions and programs in connection with the Work.

§ 4.6.5 The Architect shall conduct a preliminary observation of FF&E within seven days after its delivery to the Project premises for the purpose of verifying the delivery and quantities. The Architect shall report defects, deficiencies, or nonconformity observed during the preliminary observations to the Owner and Vendor.

§ 4.6.6 Within a reasonable amount of time after the Vendor notifies the Architect that the Work, or a designated portion of the Work, is complete the Architect shall inspect such Work and provide the Owner with its written recommendation about whether the Work, or a portion thereof, should be accepted or rejected.

§ 4.6.7 The Architect's responsibilities under Section 4.6.5 and Section 4.6.6 are limited to identifying defects, deficiencies, or nonconformities the Architect actually observes, or reasonably should have observed, during its observations. The Architect is not required to make exhaustive or continuous observations to fulfill its responsibilities under Section 4.6.5 and Section 4.6.6 and has no responsibility to discover latent defects.

§ 4.6.8 If the Architect is required to inspect FF&E at a location other than the Project premises, such services shall be performed as Additional Services for the compensation set forth in Section 8.4.

ARTICLE 5 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 5.1 Supplemental Services are not included in Programming Services or Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 8.3. Supplemental Services may include structural engineering; mechanical engineering; electrical engineering; lighting consulting; audio visual consulting; acoustic consulting; food service equipment consulting; telecommunications/data consulting; security consulting; landscape design; graphics and signage design; branding and identity standards; art selection or procurement; commissioning; measured drawings of existing conditions; coordination of separate contractors or independent consultants; planning for inventory, removal, relocation, or reuse of existing FF&E; test fits; tenant related services; preparation of record drawings; sustainable project services; existing FF&E inventory and appraisals; and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

To be determined.

§ 5.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 5.2 shall entitle the Architect to compensation pursuant to Section 8.4.

§ 5.2.1 The Architect shall provide as Additional Services those services necessitated by (1) a change in the Initial Information; (2) changes in previous instructions or approvals given by the Owner; (3) a material change in the Project including size, quality, complexity, the Owner's schedule or budget, or procurement or delivery method; (4) inspections of FF&E located off-site; and (5) inspections at the Project premises of FF&E that was previously rejected, when the number of visits identified in Section 5.2.2 is exceeded.

§ 5.2.2 The Architect has included in Basic Services three (3) visits to the Project premises by the Architect during the FF&E Contract Administration Phase Services. The Architect shall conduct visits in excess of that amount as an Additional Service.

§ 5.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Vendor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Modifications to the Contract for FF&E as an Additional Service.

§ 5.2.4 If the services covered by this Agreement have not been completed within sixty (60) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project.

§ 6.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work for FF&E as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until acceptance of the FF&E Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work for FF&E, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 6.3 The Owner shall furnish the services of consultants in addition to those identified as the Owner's responsibility in Section 1.2 when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 6.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 6.5 The Owner shall furnish tests, inspections, and reports required by law or the Contract Documents.

§ 6.6 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 6.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 6.8 The Owner shall endeavor to communicate with the Vendor through the Architect about matters arising out of or relating to the Contract Documents.

§ 6.9 Before executing any Contract for FF&E, the Owner shall coordinate the Architect's duties and responsibilities set forth in such Contract for FF&E with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Vendor.

§ 6.10 The Owner shall provide the Architect access to the Project premises prior to commencement of the Work and shall obligate the Owner's contractors and the Vendor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 6.11 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 7 COST OF THE WORK

§ 7.1 For purposes of this Agreement, the Cost of the Work for FF&E is the total cost to the Owner to purchase, fabricate, ship, store, deliver, and install all FF&E elements of the Project designed or specified by the Architect. The Cost of the Work for FF&E also includes the reasonable value of FF&E donated to, or otherwise furnished by, the Owner. The Cost of the Work for FF&E does not include compensation of the Architect; the costs of leasing, financing, or contingencies for changes in the FF&E Work; or other costs that are the responsibility of the Owner.

§ 7.2 The Owner's budget for the Cost of the Work for FF&E is provided in Initial Information or will be developed during the Programming Phase Services and shall be adjusted throughout the Project as required in Article 6 and this Article 7. Evaluations of the Owner's budget, the preliminary estimates, and updated estimates prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the

Architect nor the Owner has control over the cost of labor, materials, or FF&E; the Vendor's methods of determining quote prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that quotes or negotiated prices will not vary from the Owner's budget, or from any estimates, or evaluations, prepared or agreed to by the Architect.

§ 7.3 In preparing estimates of the Cost of the Work for FF&E, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimates to meet the Owner's budget.

§ 7.4 If, through no fault of the Architect, procurement activities have not commenced within 90 days after the Architect submits the FF&E Documents to the Owner the Owner's budget for the Cost of the Work for FF&E shall be adjusted to reflect changes in the general level of prices in the FF&E market.

§ 7.5 If at any time the Architect's estimate of the Cost of the Work for FF&E exceeds the Owner's budget for the Cost of the Work for FF&E, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size or budget, or to adjust the quality or quantity of FF&E items and the Owner shall cooperate with the Architect in making such adjustments.

§ 7.6 If the Owner's current budget for the Cost of the Work for FF&E at the conclusion of the FF&E Documents Phase Services is exceeded by the lowest bona fide quotation, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work for FF&E;
- .2 authorize rebidding or renegotiating of the FF&E Work within a reasonable time;
- .3 terminate in accordance with the Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work for FF&E; or
- .5 implement any other mutually acceptable alternative.

§ 7.7 If the Owner chooses to proceed under Section 7.6.4, the Architect shall modify the FF&E Documents as necessary to comply with the Owner's budget for the Cost of the Work for FF&E at the conclusion of the FF&E Documents Phase Services, or the budget as adjusted under Section 7.6.1. If the Owner requires the Architect to modify the FF&E Documents because the lowest bona fide quotation or negotiated proposal exceeds the Owner's budget for the Cost of the Work for FF&E due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 8.4; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the FF&E Documents shall be the limit of the Architect's responsibility under this Section 7.7.

ARTICLE 8 COMPENSATION

§ 8.1 For the Architect's Programming Services described under Article 3, the Owner shall compensate the Architect as follows:

Refer to Exhibit R.1.

§ 8.2 For the Architect's Basic Services described under Article 4, the Owner shall compensate the Architect as follows:

Refer to Exhibit R.1.

§ 8.3 For Supplemental Services identified in Section 5.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to Exhibit R.1.

§ 8.4 For Additional Services that may arise during the course of the Project, including those under Section 5.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Exhibit R.1.

§ 8.5 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 8.3 or 8.4, shall be the amount invoiced to the Architect plus twenty percent (20 %).

§ 8.6 Where compensation identified in Section 8.2 is based on a stipulated sum or percentage of the Cost of the Work for FF&E, the compensation for each phase of services shall be as follows: Not Used.

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
FF&E Documents Phase	percent (	%)
FF&E Procurement Phase	percent (	%)
FF&E Contract Administration Phase	percent (	%)
Total Compensation	one hundred percent (	100 %)

§ 8.7 When compensation identified in Section 8.2 is on a percentage basis, progress payments for each phase of services shall be calculated by multiplying the percentages identified in Section 8.6 by the Owner's most recent budget for the Cost of the Work for FF&E. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work for FF&E.

§ 8.8 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not FF&E Contract Administration Phase has commenced.

§ 8.9 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Principal Architect	\$240.00 per hour
Project Manager	\$175.00 per hour



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	7d. CC-23-114
Background / Issue:	• April 24, 2023 - City Council approved a performance based efficiency contract with JCI and the related financing with Bank of America (BOA). • May 3, 2023 - Oklahoma State Treasurer Todd Russ published a list of financial institutions that boycott oil and gas companies as required by the Energy Discrimination Elimination Act. • BOA is on the restricted financial companies list. • City staff has been working with legal, BOA, the State Treasurer, and the Attorney General to determine if proceeding with project financing with BOA is possible. • The City Attorney's office is also currently reviewing whether the City may meet any exceptions provided for in the EDEA.
Financial Impact/Funding Source(s):	\$1.2 million in additional finance charges over 20 years and potential increase in JCI contract price if scope is revised
Alternatives:	1. Engage the responding banks regarding financing of the JCI project. Interest rates were 70+ basis points higher than BOA and will require a reduced scope on the project. 2. Terminate contract with JCI at a potential cost of \$150,000. 3. City staff can evaluate and present other avenues for completing the identified projects.
Related Strategic Priority:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service. # 2 Motivated Management: To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community.
Prepared By:	Kimberly Carnley, City Attorney
Reviewed By:	Melissa Reames, Deputy City Manager Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 10, 2023

Agenda Item:	8a. CC-23-100
Background / Issue:	• July 19, 2007 Stillwater Regional Airport (SRA) and Stillwater Storage, LLC entered into a multi-year ground lease at the Stillwater Regional Airport (SRA). • July 16, 2015 SRA and the City Council agreed to the assignment of this lease agreement to Greg Simmons, Double C Hangar, LLC. • This lease agreement is in effect until at least June 30, 2032 and the lessee is in good standing with the airport. • June 2, 2023 a written request was received from Double C Hangar, LLC to assign the remaining lease balance to Stillwater Flight Center Hangar, LLC, effective July 11, 2023.
Proposal/Solution:	• Article XI, Section 11.2 of the lease allows the lessee to assign the leased premises, including leasehold improvements thereon, with prior written consent of the Stillwater Regional Airport and City Council.
Financial Impact/Funding Source(s):	• None
Related Strategic Priority:	#1 Effective Services and Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	Resolution 2023-21 authorizing assignment of Stillwater Regional Airport ground lease between City of Stillwater/Stillwater Regional Airport and Double C Hangar, LLC to Stillwater Flight Center Hangar, LLC, effective July 11, 2023, is on the agenda for adoption.
Prepared By:	Gary Johnson, Interim Airport Director
Reviewed By:	Melissa Reames, Deputy City Manager Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Lease Assignment Request Lease Agreement

City of Stillwater
Stillwater Regional Airport
2020-1 W Airport Road
Stillwater, OK 74075

RE: Assignment of Lease

To whom it may concern:

We currently have a lease between ourselves, Double C Hanger, LLC (Lessee) and the City of Stillwater, Ok acting through the Stillwater Regional Airport Authority (Landlord/Lessor) with an effective date of July 16, 2015. We have entered into an agreement with SFC Hanger, LLC to sell and assign our interests in and to that leasehold. Accordingly, we ask that you put this item on the agenda for consideration as quickly as possible so that the assignment along with the requisite modifications to that lease can be approved by the City Council or others as needed.

Both Double C Hanger, LLC and the new assignee, SFC Hanger, LLC would like to make this transition as quickly as possible so anything that can expediate the process to gain the necessary approval would be appreciated.

Sincerely,

Greg Simmons, Manager
Double C Hanger, LLC

A handwritten signature in blue ink, appearing to read "Greg Simmons", with a stylized flourish at the end.

**ASSIGNMENT OF GROUND LEASE
STILLWATER REGIONAL AIRPORT**

This agreement, entered into this 24th day of August, 2015, between the City of Stillwater, Oklahoma, a municipal corporation, and Double C Hangar, LLC, an Oklahoma Limited Liability Company.

WITNESSETH:

WHEREAS, the City of Stillwater, Oklahoma ("Stillwater") is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Stillwater operates Stillwater Regional Airport ("SRA") pursuant to authority granted under Title 3, Oklahoma Statutes; and

WHEREAS, Stillwater Storage, LLC is a domestic corporation organized under Title 18, Oklahoma Statutes; and

WHEREAS, Stillwater Storage, LLC has a ground lease for a hangar building from Stillwater for private aircraft storage at SRA; and

WHEREAS, an executed copy of the lease agreement is attached hereto as Exhibit "A"; and

WHEREAS, the term of said lease began on July 19, 2007 and will expire on June 30, 2032; and

WHEREAS, Stillwater Storage, LLC has sold their hangar building to Greg Simmons, Owasso, Oklahoma, Manager, Double C Hangar, LLC at SRA; and

WHEREAS, Greg Simmons, Owasso, Oklahoma, Manager, Double C Hangar, LLC, will use the hangar and premises at the location for private aircraft storage, and

WHEREAS, on May 21, 2015, the Stillwater Regional Airport Authority ("Authority") approved the lease assignment to Greg Simmons, Manager, Double C Hangar, LLC; Owasso, Oklahoma, and

WHEREAS, the lease agreement between Stillwater and Stillwater Storage, LLC is assignable; and

WHEREAS, the Authority authorized the assignment of said lease agreement to Lynrho, LLC dba Hangar 1 Flight Center of Stillwater on September 13, 2013; and

WHEREAS, Section 2-160, Stillwater City Code, mandates City Council approval of any assignment of a lease at SRA.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER STORAGE, LLC AND STILLWATER AGREE:

Acceptance of Lease Agreement Terms: Greg Simmons, Double C Hangar, LLC hereby agrees to assume the duties, obligations, and liabilities of Stillwater Storage, LLC as set forth in the lease agreement attached hereto as Exhibit "B" for the duration of the term of said lease agreement and any extension authorized therein.

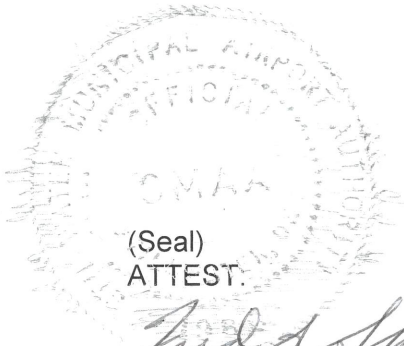
Assignment: In accordance with Section 2-160, Stillwater City Code, the City Council does hereby approve the assignment of said lease agreement to Greg Simmons, Double C Hangar, LLC and authorizes the Mayor to execute this document.

Effective Date: This agreement shall become effective July 16, 2015.

STILLWATER REGIONAL AIRPORT
AUTHORITY



MARC TOWER, CHAIRMAN



(Seal)

ATTEST:

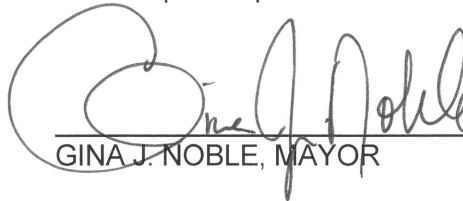

FRED A. SHULTZ, SECRETARY

(seal)

ATTEST:


ELIZABETH CHRZ, CITY CLERK

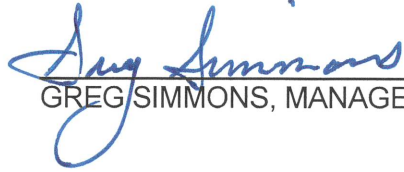
CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation


GINA J. NOBLE, MAYOR

APPROVED AS TO FORM AND LEGALITY THIS 24 DAY OF Sept,
2015.


JOHN E. DORMAN, CITY ATTORNEY

DOUBLE C HANGAR, LLC



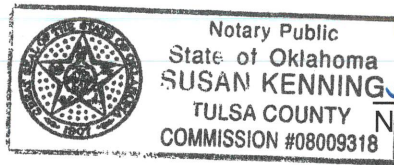
GREG SIMMONS, MANAGER

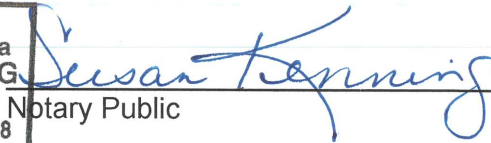
STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State, on this 14th day of August, 2015, personally appeared Greg A. Simmons, to me known to be the identical person(s) who executed the within and foregoing instrument as Manager of Lynrho, LLC and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the corporation/limited liability company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL)





Notary Public

My commission expires: 9-23-16

My commission number: 08009318

RESOLUTION NO. CC-2023-21

“A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE STILLWATER REGIONAL AIRPORT GROUND LEASE AGREEMENT BETWEEN THE CITY OF STILLWATER AND DOUBLE C HANGAR, LLC TO STILLWATER FLIGHT CENTER HANGAR, LLC; AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN RELATED DOCUMENTS NECESSARY FOR SUCH PURPOSE”

WHEREAS, by Assignment of Stillwater Regional Airport Ground Lease dated July 9, 2007, Double C Hangar, LLC became the Lessee of a certain Ground Lease Agreement dated July 16, 2015; and

WHEREAS, Section 11.2 of the Agreement requires prior written consent by Stillwater Regional Airport prior to assignment of the Ground Lease; and

WHEREAS, Double C Hangar, LLC has requested written consent to assign the Ground Lease Agreement to Stillwater Flight Center Hangar, LLC; and

WHEREAS, SRA finds it appropriate and desirable to provide consent to assign the Ground Lease Agreement;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and the City Council of the City Stillwater:

Section 1. The City of Stillwater, as owner and operator of Stillwater Regional Airport, hereby consents to Lessee assigning the Ground Lease Agreement dated July 9, 2007 to Stillwater Flight Center Hangar, LLC, and authorizes the Interim City Manager to sign any related documents, including any addendums to the lease, that are necessary and appropriate for such purpose.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this

10th day of July, 2023.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2023.

KIMBERLY CARNLEY, CITY ATTORNEY

RESOLUTION No. CC-2023-22

A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024 BIPARTISAN INFRASTRUCTURE LAW (BIL) FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION AND THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024 STATE FUNDS ADMINISTERED BY THE OKLAHOMA AERONAUTICS COMMISSION FOR INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT.

WHEREAS, Public Law 117-58-Infrastructure Investment and Jobs Act referred to as the Bipartisan Infrastructure Law (BIL) includes approximately \$25 Billion for the National Airspace System; and

WHEREAS, approximately \$20 billion of BIL funds will be administered by the Federal Aviation Administration (FAA) through grants to airport sponsors for airport infrastructure improvements; and

WHEREAS, the current terminal and customer parking are operating at capacity while our passenger demand continues to grow; and

WHEREAS, the current terminal at Stillwater Regional Airport (SRA) is more than 60 years old and needs to be replaced to comply with FAA standards; and

WHEREAS, SRA has deemed it necessary to complete the remaining design scope of work for a new terminal, the construction of a new terminal, to include design for parking and continued environmental assessment for a new terminal and parking at SRA; and

WHEREAS, the current estimated total project cost which includes terminal and parking design and construction at SRA is \$26,044,708; and

WHEREAS, the anticipated cost share for these projects is as follows: \$20,095,245 of federal funding (FAA grants); \$1,000,000 of state funding (OAC grants), and \$4,909,463 of local funding (required sponsor match – City of Stillwater); and

WHEREAS, these improvements will enhance the operational efficiency and safety for airport users, particularly our commercial airline service, by conforming to FAA standards and will meet current and future capacity demands.

NOW THEREFORE, BE IT RESOLVED, the City of Stillwater hereby authorizes submission of a FAA grant application and an OAC grant application for FY 2024 and payment of matching funds and local cost share as needed to secure grant funds continue these vital projects; and

BE IT FURTHER RESOLVED, that the Mayor or Vice-Mayor is hereby authorized to execute all necessary project documents including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contracts, and other related documents as may be required to secure funding and conduct said project.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed the 10th day of July 2023.

CIY OF STILLWATER, OKLAHOMA

A Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 10TH DAY OF JULY, 2023

KIMBERLY CARNLEY, CITY ATTORNEY

THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY, PAYNE COUNTY, OKLAHOMA, MET IN REGULAR SESSION ON THIS 10th DAY OF July, 2023, AT 5:30 O'CLOCK P.M.

PRESENT:

ABSENT:

The Mayor/Chair introduced a Resolution, which was read in full. Councilor/Trustee _____ moved that the Resolution be adopted and Councilor/Trustee _____ seconded the motion. Thereupon, said Resolution was adopted pursuant to the following vote:

AYE:

NAY:

The Resolution was adopted as follows:

RESOLUTION NO. CC-2023-23; SUA-2023- 4

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD FOR FINANCIAL ASSISTANCE THROUGH THE DRINKING WATER STATE REVOLVING FUND PROGRAM TO FINANCE WATER SYSTEM IMPROVEMENTS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Stillwater and the Stillwater Utilities Authority ("Stillwater") have under consideration the financing of construction of certain water system improvements; including water pump stations, water lines and improvements to water treatment facility chemicals and related costs (the "Water Projects"); and

WHEREAS, it is deemed desirable for Stillwater to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board ("OWRB") has made monies available to qualified entities for the financing or refinancing of certain qualifying projects; and

WHEREAS, Stillwater hereby agrees to file an application with the Oklahoma Water Resources Board for financial assistance in the aggregate amount which will be sufficient to accomplish the Projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY, THAT:

Section 1. Application. Stillwater shall file an application with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Drinking Water State Revolving Fund Program; and the Mayor/Chair or Vice Mayor/Vice Chair and Clerk/Secretary or Deputy Clerk/Assistant Secretary are hereby authorized to execute said Application for and on behalf of Stillwater. Stillwater is further authorized to advance to the Oklahoma Water Resources Board the necessary application fee in connection with the referenced Application.

Section 2. Professional Service Agreements. City/SUA staff is authorized to enter into a legal services agreement with Kiser Law Firm, PLLC as Stillwater's Bond Counsel. The fee for the professional services agreement is 0.50 percent of loan value plus expenses.

Section 3. Other Matters. City/SUA staff is hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED, ADOPTED AND APPROVED THIS 10th DAY OF JULY, 2023.

CITY OF STILLWATER, OKLAHOMA
and
STILLWATER UTILITIES AUTHORITY

(SEAL)

Mayor/Chair

ATTEST:

City Clerk/Secretary

APPROVED AS TO FORM AND LEGALITY THIS 10th DAY OF JULY, 2023.

Kimberly Carnley
City Attorney/General Counsel

STATE OF OKLAHOMA)
)SS
COUNTY OF PAYNE)

I, the undersigned, Secretary of the Stillwater Utilities Authority, Payne County, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said Authority, held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2023.

(SEAL)

Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF PAYNE)

I, the undersigned, City Clerk of the City of Stillwater, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council, held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2023.

(SEAL)

City Clerk

RESOLUTION NO. CC-2023-24; SUA-2023-5

**“A RESOLUTION STATING STILLWATER UTILITIES AUTHORITY’S
INTENT TO REIMBURSE CAPITAL EXPENDITURES.”**

WHEREAS, the Trustees of the Stillwater Utilities Authority (the “Authority”) constitute a public trust and agency of the State of Oklahoma under Title 60, Oklahoma Statutes 2011, Section 176 through 180.3 inclusive, as amended (the “Act”) having as its designated beneficiary, the City of Stillwater, Oklahoma (the “City”); and

WHEREAS, the Authority is authorized and empowered under the Act and the Trust Indenture dated as of the 1st day of April, 1979, as amended, pursuant to which the Authority was created for the use and benefit of the City for the performance of the public purposes and functions of the City, to issue bonds and incur indebtedness in order to finance the acquisition, construction, furnishing and equipping of buildings, facilities, utilities and other capital projects as described in said Trust Indenture, as amended; and

WHEREAS, the governing body of the City has determined a need currently exists for certain water system improvements; including water pump stations, water lines and improvements to water treatment facility chemicals and related costs (the “Water Projects”); and

WHEREAS, the purpose of this resolution is to satisfy the requirements of Section 1.150-2 of the Treasury Regulations promulgated pursuant to Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended, which provisions relate to the proceeds of bonds being used for reimbursement for expenditures (the “Reimbursement Regulations”).

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA AND THE CHAIR AND TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY:

The Authority hereby declares its intent to incur indebtedness by the issuance of revenue notes or bonds in one or more series but in an expected aggregate principal amount not to exceed \$37,000,000 for the purpose of reimbursing the Authority for the costs of acquiring, constructing, installing and equipping facilities and projects as described herein, to be owned by the City and operated and maintained by the Authority.

The Authority intends that the proceeds of such revenue notes or bonds be used to reimburse the Authority for expenditures with respect to its acquisition of such facilities made on or after May 15, 2023, which date is no more than 60 days prior to the date hereof. Each expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the expenditure), or (b) a cost of issuance with respect to the revenue notes or bonds. The Authority intends to make a reimbursement allocation, which is a written allocation by the Authority that evidences the Authority’s use of proceeds of the revenue notes or bonds to reimburse an expenditure, no later than 18 months after the later of the date on which the expenditure is paid or the equipment or facility is placed in service or abandoned, but in no event more than three years after the date on which the expenditure is paid.

This Resolution shall constitute a declaration of official intent as required by the Reimbursement Regulations.

PASSED, APPROVED, AND ADOPTED this ____ day of JULY, 2023.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

STILLWATER UTILITIES AUTHORITY
A Public Trust

WILLIAM H. JOYCE
MAYOR/CHAIR

(SEAL)

ATTEST:

TERESA KADAVY
CITY CLERK/SECRETARY

APPROVED AS TO FORM AND LEGALITY this____day of JULY, 2023.

KIMBERLY CARNLEY
CITY ATTORNEY/GENERAL COUNSEL

STATE OF OKLAHOMA)
) ss:
COUNTY OF PAYNE)

I, the undersigned, Secretary of the Stillwater Utilities Authority, Payne County, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said Authority, held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS ____DAY OF JULY, 2023.

(SEAL) _____
Secretary

STATE OF OKLAHOMA)
) ss:
COUNTY OF PAYNE)

I, the undersigned, City Clerk of the City of Stillwater, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council, held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS____DAY OF JULY, 2023.

(SEAL) _____
City Clerk

ORDINANCE NO. 3524

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 1017 AND 1109 WEST 9TH AVENUE, 1022, 1024, 1104, 1110, 1122, AND 1124 WEST 10TH AVENUE AND 920 THRU 924 SOUTH JEFFERSON STREET FROM SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT (RSS) TO TWO-FAMILY RESIDENTIAL DISTRICT (RT).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

Parcels located at 1017 and 1109 West 9th Avenue, 1022, 1024, 1104, 1110, 1122, and 1124 West 10th Avenue and 920 thru 924 South Jefferson Street:

All of Lots 9 thru 12 and Lots 17 thru 32, Block 2, Lewis Addition

Or as defined in:

“Exhibit A”

be and the same is hereby rezoned from (RSS) Small Lot Single Family Residential District to (RT) Two-Family Residential District.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2023.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2023.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 07/10/2023
Second Reading:

Ordinance No. 3523

AN ORDINANCE CLOSING A PORTION OF THE 16-FOOT WATER EASEMENT OF LOT 3, BLOCK 2, THE STICKS, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, NEAR PROPERTY ADDRESSED AS 119 EAST TYLER AVENUE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

The portion of that Water Easement described as follows:

The east 3 feet of a 16-foot water easement extending through Lot 3, Block 2, The Sticks, an addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof.

See "Exhibit A"

is not presently in use and is hereby closed. The City reserves the right to reopen this water easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this right of way.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2023.

WILLIAM H. JOYCE, MAYOR

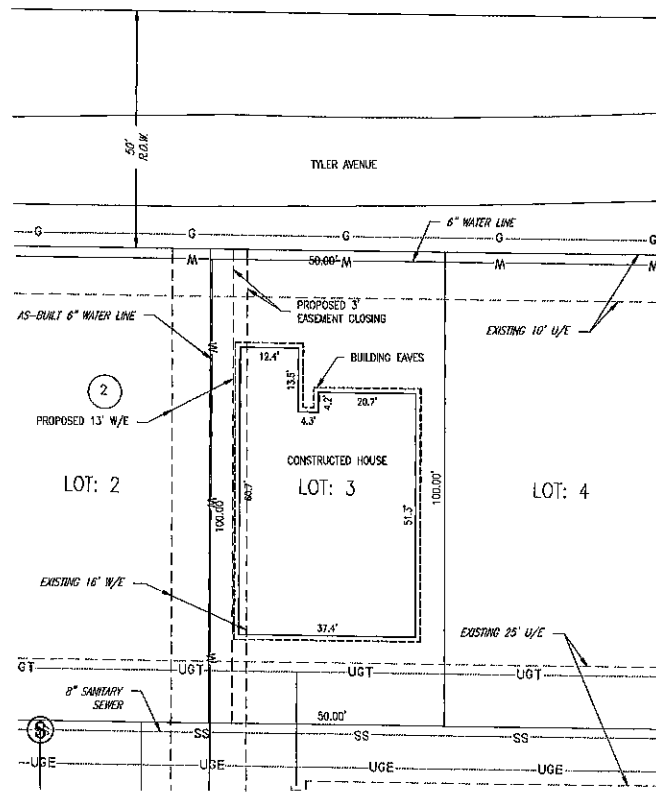
(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2023.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 06/05/2023
Second Reading:



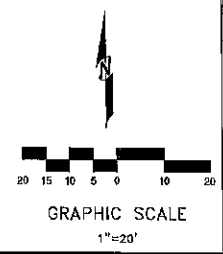
- IMPORTANT MEASUREMENTS:
- HOUSE OVERLAP INTO EXISTING EASEMENT: 2.62 FT.
 - DISTANCE FROM AS-BUILT WATERLINE TO EAVES: 5.17 FT.
 - DISTANCE FROM AS-BUILT WATERLINE TO PROPOSED EAST EASEMENT EDGE: 4.89 FT.

NOTE:

1. THIS SKETCH IS NOT A BOUNDARY SURVEY, AND SHOULD NOT BE RELIED UPON FOR THE ESTABLISHMENT OF FUTURE IMPROVEMENTS.
2. THIS SKETCH IS NOT A COMPLETE TOPOGRAPHIC SURVEY. UTILITY LOCATIONS ARE APPROXIMATE.

BUILDER:
STICKS, LLC
520 W 6TH AVE
STILLWATER, OK

OWNER:
SAME AS ABOVE



REV	DATE	DESCRIPTION
1	04/18	ISSUED FOR PERMIT

Keystone Engineering and Land Surveying, Inc.
 119 E TYLER AVE
 STILLWATER, OK 74080
 PHONE: (405) 342-1111
 FAX: (405) 342-1112
 EMAIL: info@keystoneok.com
 WWW.KESTONEOK.COM

119 E TYLER AVE STILLWATER, OK	EASEMENT CLOSING
DRAWN BY AF	DATE 04/18
SCALE 1"=20'	SHEET 1 OF 1