



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

NOVEMBER 13, 2023

723 S. Lewis Street, Room 1122 B

Stillwater, OK 74074

5:30 PM

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

1. Call Meeting to Order
2. Pledge of Allegiance
3. Proclamations and Presentations

a.	Small Business Saturday - Stillwater Chamber of Commerce
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4. 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 consideration and 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 November 3, 2023 regular meeting minutes		
b.	Approve Encroachment Agreement and Release of Liability with 84 Hospitality to allow for the projection of an ADA ramp and concrete stairs in the right-of-way at the property addressed as 116 West 10th Avenue.	CC-23-166	Jacquelyn Porter
c.	Approve 2024 City Council meeting schedule		

d.	Approve ratification of the contract with Firebrand Construction, LLC for the Water Treatment Plant Roof Replacement (Bid #40-2023), and approve budget amendments reflecting revenue and expenditures in the amount of \$118,550 for the project	CC-23-168	Kimberly Carnley
e.	Approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Block 34 Project (Project 23TR03; Bid No. 58-2023), which time period shall not exceed a total of 45 days from the date of bid opening for good cause shown.	CC-23-167	Candy Staring
f.	Approve Memorandum of Understanding with Stillwater Public Schools for LED lighting project at Couch Park		Brady Moore
g.	Approve award of bid for a new airline passenger boarding ramp to Timberline GSE, Inc. in the amount of \$62,250, and approve a budget revision to move the remaining balance of \$65,499 from the roof repair project to the passenger boarding ramp project	CC-23-169	Kellie Reed

5. 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.

6. Items Removed from the 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.

7. 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 CC-2023-43: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, TO SIGN AND ISSUE AN ELECTION PROCLAMATION CALLING FOR A GENERAL ELECTION AND A RUNOFF ELECTION, IF NEEDED, IN THE CITY OF STILLWATER	Kimberly Carnley
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8. 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

9. Questions and Inquiries

10. Adjourn

On November 9 at 3:30 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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 Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

Strategic Priorities At A Glance



#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.



#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 by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.



#5 UNIQUE CULTURE

To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.



#6 ENGAGED & INVESTED RESIDENTS

To encourage participation and an understanding of government through outreach and inclusive initiatives that inspire trust and pride in local government.

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 13, 2023



Agenda Item:	4.a.
Previous/Related Action:	
Background/Issue:	
Proposal/Solution:	
Financial Source/Impact:	
Related Strategic Priority:	
Recommended Action/Motion:	
Prepared By:	
Reviewed By:	Brady Moore Patti Osmus
Submitted By:	Brady Moore, Interim City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 13, 2023



Agenda Item:	4.b. CC-23-166
Previous/Related Action:	
Background/Issue:	The property owner, 84 Hospitality, is remodeling the structure located at 116 West 10 th Avenue. Part of the remodel includes designing access to the building on the south side of the building. The structure is on the southern property line, leaving the designed 9'-4"x91'-4" ADA-compliant concrete ramp and concrete stairs projecting onto the right-of-way.
Proposal/Solution:	This Encroachment Agreement and Release of Liability (EARL) is an agreement between the City of Stillwater and 84 Hospitality to allow the 9'-4"x91'-4" of ADA compliant concrete ramp and concrete stairs.
Financial Source/Impact:	There is no financial impact.
Related Strategic Priority:	#5 UNIQUE CULTURE #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to approve the Encroachment Agreement and Release of Liability for 116 West 10 th Avenue Street and authorize the Interim City Manager to execute the Agreement.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Patti Osmus
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. ROWA23-0005 EARL 116 W 10th Ave Access in ROW
2. ROWA23-0005 116 W 10th Ave Site Plan
3. ROWA23-0005 116 W 10th Ave Boundary Survey

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 Progressive Development Corp., LLC, an Oklahoma limited liability company, (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:

(116 West 10th Street, Stillwater, OK)

Owner requests permission to construct and maintain a structure or other encroachment, namely, 9'-4"x91'-4" of ADA compliant concrete ramp and concrete stairs that project from the southern portion of the structure, upon a portion of the public property/easement/right-of-way on or adjacent to said property, described as:

Legal Description:

Book: 2668 Page: 998

Lots thirteen (13), fourteen (14), and fifteen (15), in block forty-two (42), in original town, now City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

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.

Property Owner's Full Legal Name

Property Owner's Signature

Title/Office of Signatory

State of Oklahoma)
) ss.
County of Payne)

On this ____ day of _____, 20____ before me personally appeared _____, 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

Notary Public

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

CITY OF STILLWATER, a municipal corporation

By: _____
 Mayor

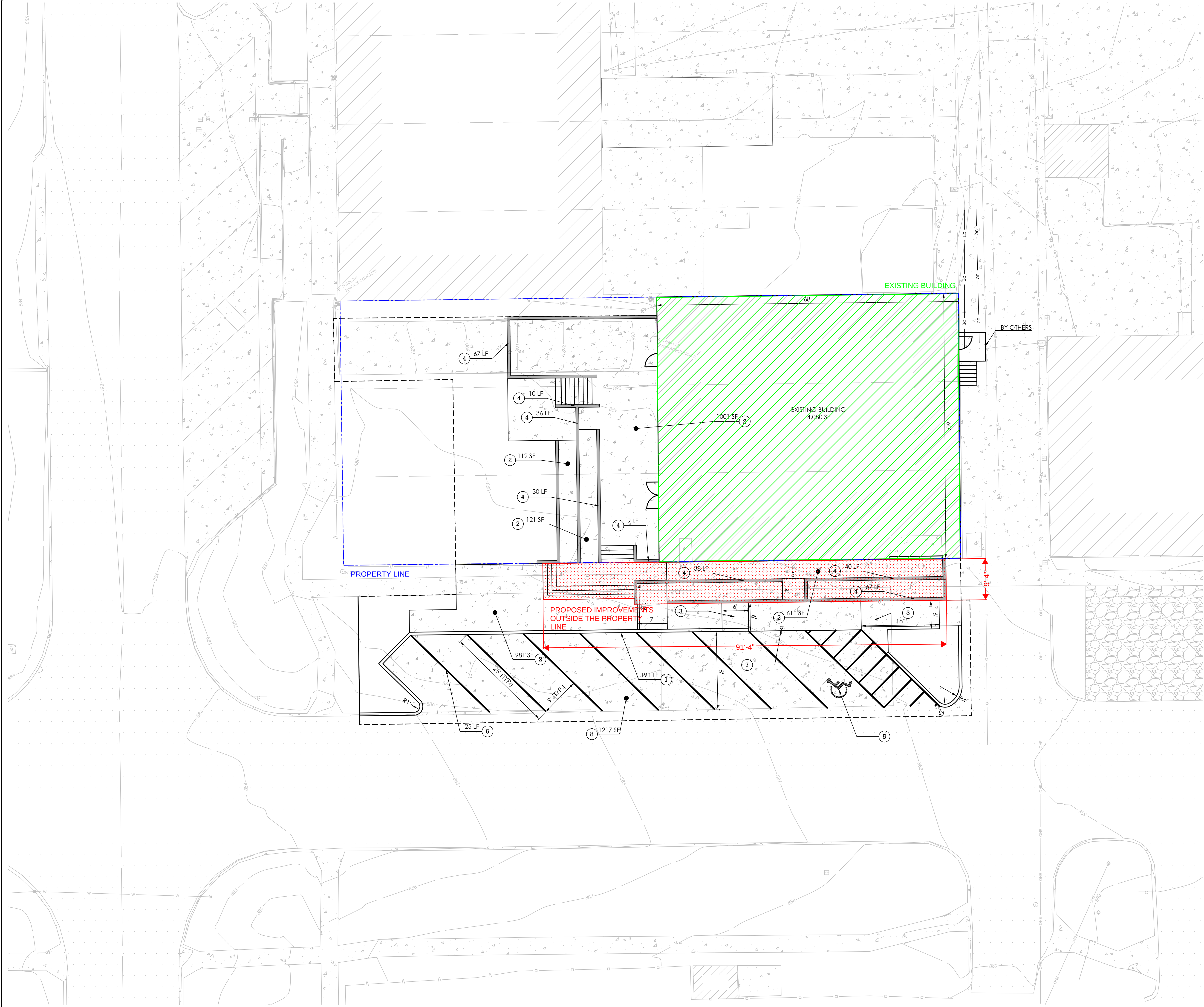
ATTEST:

APPROVED:

City Clerk

City Attorney

P:\301934 FORM DESIGN STUDIO_116 W 10TH AVE\DRAWINGS\301934 SITE PLAN.DWG, PLOT: 9/21/2023 3:19:54 PM ORG: PLOT SIZE: 24"x36"



SCALE: 1" = 10'-0"



116 W. 10TH AVE
IMPROVEMENT PLANS
FORM DESIGN STUDIO
SEC 23, T19N., R.2E., 1.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA

REVISION

JOB NUMBER

301934

SHEET TITLE

SITE PLAN

DATE

09/21/23

SHEET NUMBER

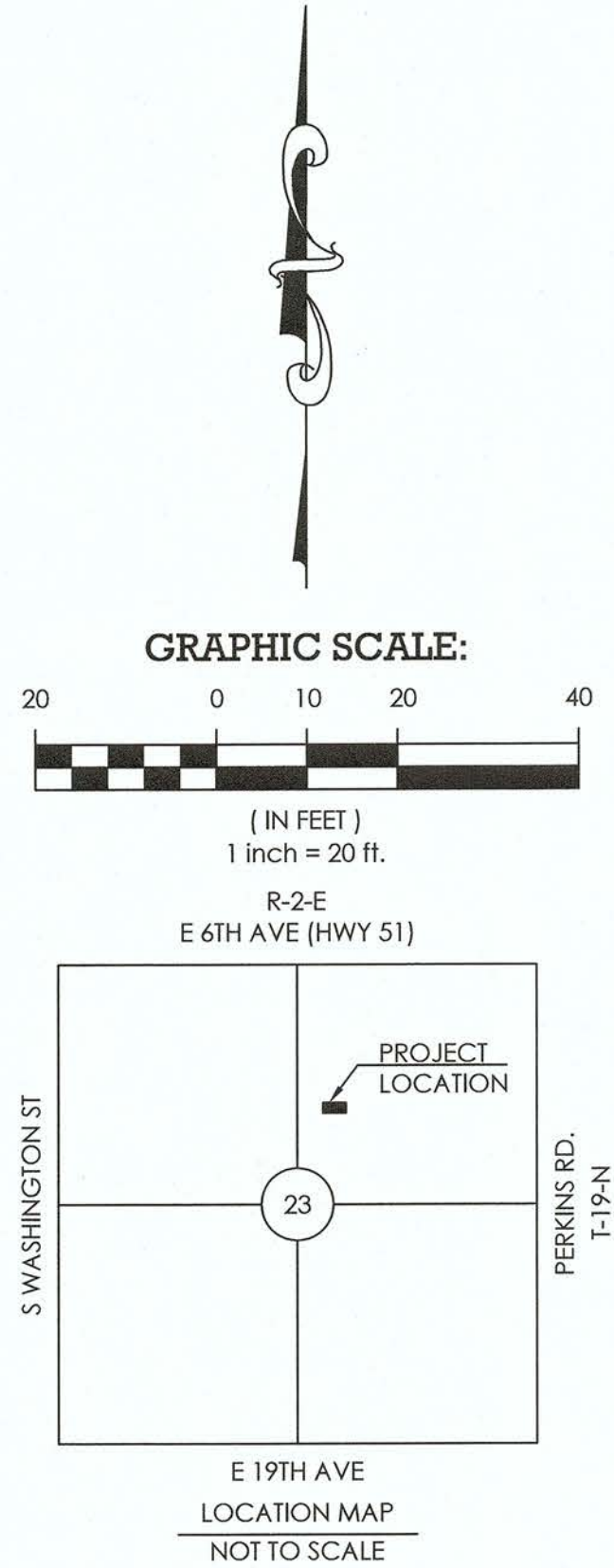
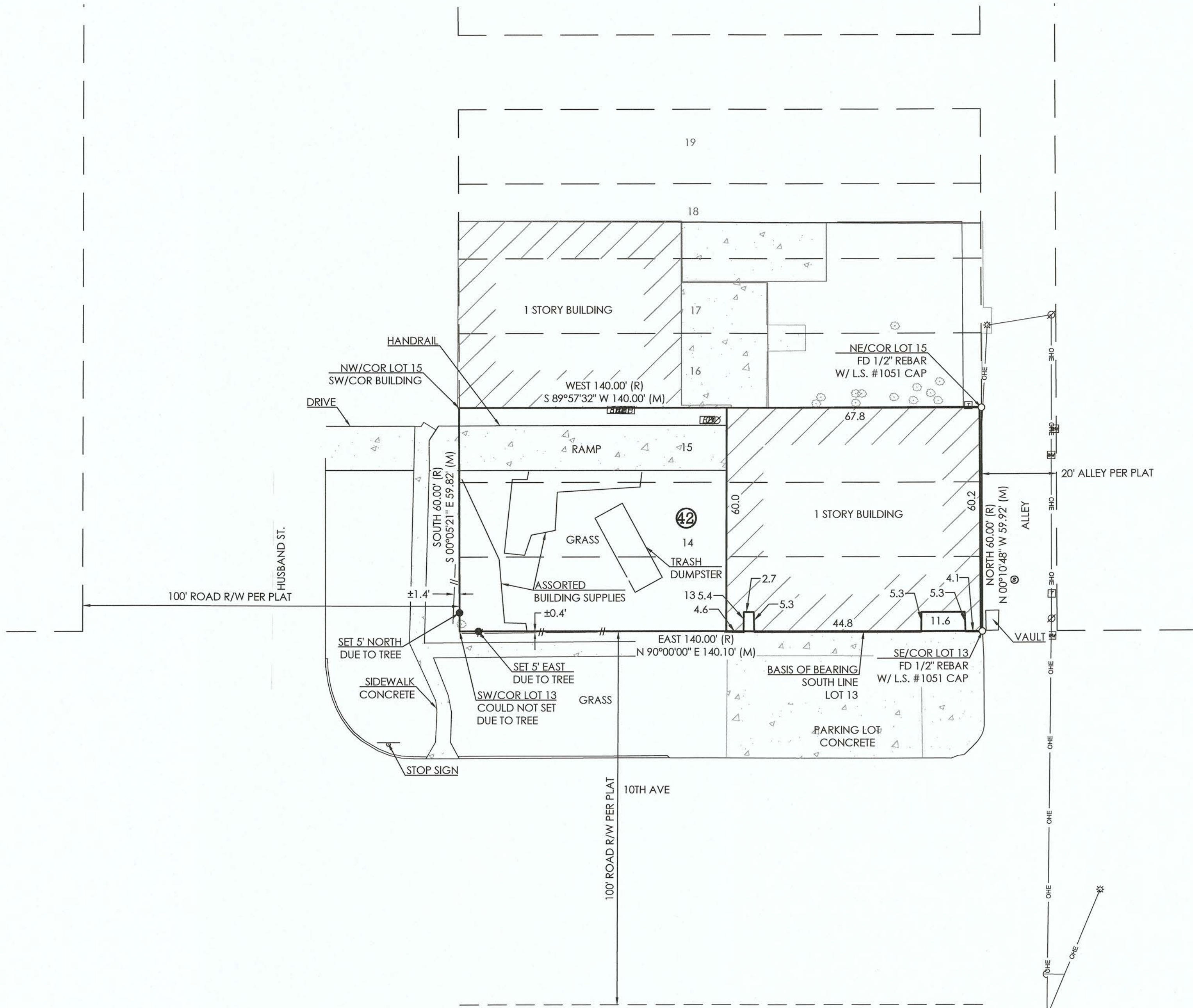
3

OF 8

P:\301488_CORY WILLIAMS-LOOK REALTY_SCANNING AT 116 W LUTHER DR\DRAWING\301488_BOUNDARY SURVEY.DWG, PLOT: 3/25/2022 11:40:56 AM, ORIG. PLOT SIZE: 24"x36"



BOUNDARY SURVEY
CORY WILLIAMS
LOTS 13,14, & 15, BLOCK 42 ORIGINAL TOWN, NOW CITY OF STILLWATER
PAYNE COUNTY, OKLAHOMA



LEGEND:		
+	SECTION CORNER	— — — — —
○	FOUND MONUMENT AS DESCRIBED	— — — — —
●	SET 1/2" REBAR W/ C.A. 6858 CAP	— — — — —
⊙	POWER POLE	— — — — —
⊛	LIGHT POLE	— — — — —
↑	GUY ANCHOR	— — — — —
⊞	ELECTRIC BOX	— — — — —
⊞	ELECTRIC METER	— — — — —
⊞	ELECTRIC TRANSFORMER	— — — — —
⊞	A/C UNIT	— — — — —
⊞	GAS METER	— — — — —
⊞	GAS VALVE	— — — — —
⊞	TELEPHONE PEDESTAL	— — — — —
⊞	SANITARY SEWER MANHOLE	— — — — —
⊞	SIGN	— — — — —
⊞	TREE	— — — — —
⊞	FIRE HYDRANT	— — — — —
⊞	WATER METER	— — — — —
⊞	WATER VALVE	— — — — —
⊞	WATER HYDRANT	— — — — —
⊞	PIPE BOLLARD	— — — — —
⊞	BENCHMARK	— — — — —
⊞	MAILBOX	— — — — —
⊞	FOUND	— — — — —
⊞	RADIUS	— — — — —
⊞	RIGHT OF WAY	— — — — —
⊞	SOUTH	— — — — —
⊞	UTILITY EASEMENT	— — — — —
⊞	WEST	— — — — —
⊞	MEASURED	— — — — —
⊞	RECORDED	— — — — —
— — — — —	CURB	— — — — —
— — — — —	CENTERLINE	— — — — —
— — — — —	SIDEWALK	— — — — —
— — — — —	SUBJECT PROPERTY BOUNDARY	— — — — —
— — — — —	PROPERTY LINE	— — — — —
— — — — —	BUILDING LINE	— — — — —
— — — — —	EASEMENT LINE	— — — — —
— — — — —	OVERHEAD COMMUNICATION	— — — — —
— — — — —	OVERHEAD ELECTRICAL	— — — — —
— — — — —	SANITARY SEWER	— — — — —
— — — — —	BARBED WIRE FENCE	— — — — —
— — — — —	CHAIN LINK FENCE	— — — — —
— — — — —	FIELD FENCE	— — — — —
— — — — —	GUARDRAIL	— — — — —
— — — — —	METAL PIPE FENCE	— — — — —
— — — — —	WOOD FENCE	— — — — —
— — — — —	STORM DRAIN PIPE	— — — — —
— — — — —	FIELD FENCE	— — — — —
— — — — —	CONCRETE	— — — — —
— — — — —	BUILDING	— — — — —

LEGAL DESCRIPTION:

BOOK: 2668 PAGE: 998

LOTS THIRTEEN (13), FOURTEEN (14), AND FIFTEEN (15), IN BLOCK FORTY-TWO (42), IN ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

GENERAL NOTES:

- THE BASIS OF BEARING BEING NORTH 89°19'29" EAST AS THE SOUTH LINE OF BLOCK FORTY-TWO (42), IN ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF.
- THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES WAS PERFORMED BY THIS FIRM, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT.
- THIS SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- A TITLE COMMITMENT, INDICATING APPLICABLE EASEMENTS, HAS NOT BEEN PROVIDED THEREFORE ALL EASEMENTS MY NOT BE SHOWN HEREON.
- WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NO. 40119C0231F REVISED 5/16/07 WHICH SHOWS THE ENTIRE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.

CERTIFICATION

I, JOSH POWERS HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE

THIS PLAT OF SURVEY MEET THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

DATE OF LAST FIELD VISIT: MARCH 21, 2022

WITNESS MY HAND AND SEAL THIS 25TH DAY OF MARCH, 2022



BOUNDARY SURVEY
CORY WILLIAMS
LOTS 13,14, & 15, BLOCK 42, ORIGINAL TOWN, NOW CITY OF STILLWATER
PAYNE COUNTY, OKLAHOMA

REVISION

JOB NUMBER

301488

SHEET TITLE

BOUNDARY SURVEY

DATE

03/25/22

SHEET NUMBER

1

OF 1





**STILLWATER CITY COUNCIL/SUA/SEDA
2024 MEETING SCHEDULE
Holiday Adjustment

DATE	TIME	PLACE
JANUARY 8, 2024**	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JANUARY 22, 2024**	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
FEBRUARY 5, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
FEBRUARY 26, 2024**	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MARCH 4, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MARCH 25, 2024**	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
APRIL 1, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
APRIL 15, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MAY 6, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MAY 20, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JUNE 3, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JUNE 17, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JULY 1, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JULY 15, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
AUGUST 5, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
AUGUST 19, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
SEPTEMBER 9, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
SEPTEMBER 23, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
OCTOBER 7, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
OCTOBER 21, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
NOVEMBER 4, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
NOVEMBER 18, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
DECEMBER 2, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
DECEMBER 16, 2024	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
Prepared by: Teresa Kadavy, City Clerk		Draft 10/27/2023



REPORT TO: CITY COUNCIL

MEETING DATE: 11/13/2023

Agenda Item	4.f. CC-23-168
Issue	There is the need for ratification by City Council of the contract with Firebrand Construction, LLC for the Water Treatment Plant Roof Replacement (Bid #40-2023). This agreement was approved by SUA on July 10, 2023. After further review, the project and agreement were bid and awarded as a City project and as such, ratification of the agreement by the City Council is needed as well as approval of the associated budget amendments.
Recommended Action/Motion	Approve ratification of the contract with Firebrand Construction, LLC for the Water Treatment Plant Roof Replacement (Bid #40-2023), and the associated budget amendments.
Prepared By	Kimberly Carnley, City Attorney
Submitted By:	Brady Moore, Interim City Manager

REPORT TO: SUA

MEETING DATE: JULY 10, 2023

Agenda Item:	2d. SUA-23-44
Background / Issue:	- June 10, 2022 a thunderstorm with strong winds knocked down an 85' wooden communications pole at the Water Treatment Plant. The broken pole fell across the roof of the administration building causing damage to the roof, guttering, and trim. - An architect was hired to evaluate the roof and provide recommendations for repair. - A pre-bid meeting was held on May 23, 2023. - A bid was advertised on May 13, 2023 and received bids were opened and read aloud on June 7, 2023. - One bid was received from Firebrand Construction, LLC: - Base bid = \$107,000. - Alt. 1 standing seam panels option = \$13,400 - Alt. 2 replace all damaged vent piping and roof penetrations = \$550
Proposal/Solution:	Staff proposes awarding the base bid with Alternate 2 for a total of \$107,550. Staff also proposes an \$11,000 contingency to cover project management and other unforeseen costs.
Financial Impact/Funding Source(s):	This proposal requires approval of a budget amendment appropriating \$118,550 which includes an \$11,000 contingency, from the SUA Water Fund.
Related Strategic Priority:	#1 Effective Services & Accountable Government
Recommended Action/Motion:	Motion to award the base bid plus Alternate 2 to Firebrand Construction, LLC in the amount of \$107,550; authorize total expenditures of \$118,550; approve budget amendment appropriating funds; and authorize Interim General Manager to sign related documents.
Prepared By:	James Driskel, Water Utilities Director
Reviewed By:	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Budget Amendment

AJA Document A10f - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the twenty-fourth day of July in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Stillwater
723 S Lewis St
Stillwater, OK 74074

and the Contractor:
(Name, legal status, address and other information)

Firebrand Construction, LLC
P.O. BOX 1447
Stillwater, OK 74076

for the following Project:
(Name, location and detailed description)

City of Stillwater Water Treatment Plant
1022 Yost Rd
Stillwater, OK 74075

The Architect:
(Name, legal status, address and other information)

GH2 Architects, LLC
320 South Boston Avenue
Suite 100
Tulsa, OK 74103

The Owner and Contractor agree as follows.

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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

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(Check one of the following boxes and complete the necessary information.)

☒ Not later than one-hundred and twenty (120) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one-hundred and seven thousand, five-hundred and fifty dollars, and zero cents (\$ 107,550.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Add Alternate #1	\$550 (zero additional days to complete)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NIA		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
NIA	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NIA		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

NIA

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than 30 calendar days following the date received by the Architect. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201n1-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jim Scott
City of Stillwater
405.742.8355
jim.scott@stillwater.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Kyler McCommas
President
Firebrand Construction
General Contracting
405.624.2500, 405.612.0668
kyler@firebrandgc.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101Tr.L 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, City of Stillwater/SUA Insurance Requirements, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Contract Documents.

§ 8.7 Other provisions:

(Paragraph Deleted)

Architect's
Representative:
Timothy Herzer, AIA
GH2 Architects, LLC
320 S. Boston Ave. Suite 100
(Paragraph Deleted)

Tulsa, OK 74137

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101Tr.L2017, Standard Form of Agreement Between Owner and Contractor
- .2
- .3 AIA Document A201Tr.L2017, General Conditions of the Contract for Construction
- .4

(Paragraph Deleted)

- .5 Drawings - Drawings are those contained within drawings dated April 14, 2023 and addenda.

Number	Title	Date
--------	-------	------

- .6 Specifications - Specifications are those contained within the Project Manual dated April 14, 2023 and addenda.

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1	06/01/2023	46

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

Init.

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(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs Deleted)

(Paragraph Deleted)

(Table Deleted)

[] Supplementary and other Conditions of the Contract:

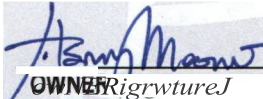
Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A, City of Stillwater/SUA Insurance Requirements, Pages: 1

This Agreement entered into as of the day and year first written above.


OWNER (Signature)
J:J302i cf ltf&rce-
(Printed name and title)
Interim City Manager


CONTRACTOR (Signature)
Kyle McCommas /=:es,:./.,+
(Printed name and title)

Init.

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Additions and Deletions Report for

AJA® Document A101^e - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:33:26 ET on 08/14/2023.

PAGE 1

AGREEMENT made as of the twenty-fourth day of July in the year 2023

City of Stillwater
723 S Lewis St
Stillwater, OK 74074

Firebrand Construction, LLC
P.O. BOX 1447
Stillwater, OK 74076

City of Stillwater Water Treatment Plant
1022 Yost Rd
Stillwater, OK 74075

GH2 Architects, LLC
320 South Boston Avenue
Suite 100
Tulsa, OK 74103

PAGE2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE3

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[X] Not later than one-hundred and twenty (120) calendar days from the date of commencement of the Work.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one-hundred and seven thousand, five-hundred and fifty dollars, and zero cents (\$ 107,550.00), subject to additions and deductions as provided in the Contract Documents.

Add Alternate #I

\$550 (zero additional days to complete)

NIA

NIA

NIA

NIA

PAGE4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Elav efthe meRth. 30 calendar days following the date received by the Architect. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than !hiJ:ty (30) days after the Architect receives the Application for Payment.

PAGES

NIA

NIA

NIA

PAGES

[X] Litigation in a court of competent jurisdiction

Jim Scott
City of Stillwater
405.742.8355
jim.scott@stillwater.org

Kvler McCommas
President
Firebrand Construction
General Contracting
405.624.2500, 405.612.0668
kvler@firebrandgc.com

PAGE 7

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™, 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, City of Stillwater/SUA Insurance Requirements, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™, 2017, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 If the Contractor elects to pursue the Article 1 of AIA Document A201, 2017, may be governed by the agreement with AIA Document E203™, 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below: 8.7 Other provisions:

(If the Contractor is an affiliate of the Contractor, the Contractor shall provide the name, title, and email address of the person who shall be required to provide the information to the Contractor.)

Architect's

Representative:

Timothy Herzer, AIA
GH2 Architects, LLC

320 S. Boston Ave. Suite 100

§ 8.1 Other provisions:

Tulsa, OK 74137

.2 AIA Document A101™ 2017, Efficient A. Insurance and El Benes

.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, as amended:

(Insert the title of the E203 2013 Incorporated into this Agreement.)

.5 Drawings - Drawings are those contained within drawings dated April 14, 2023 and addenda.

.6 Specifications - Specifications are those contained within the Project Manual dated April 14, 2023 and addenda.

Addendum #1 06/01/2023
PAGES

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, as amended:

(Insert the title of the E204 2017 Incorporated into this Agreement.)

[] The Sustainability Plan:

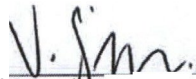
l'ike

Exhibit A. City of Stillwater/SUA Insurance Requirements. Pages: 1

Certification of Document's Authenticity

AJA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:33:26 ET on 08/14/2023 under Order No. 8244841089 from AJA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™- 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)-.

INTERN ARCHITECT
(Title)

08/23/2023
(Dated)

Exhibit A

City of Stillwater/SUA
Insurance Requirements

Vendor and its subcontractors must obtain at Vendor's expense and keep in effect during the term of the Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Worker's Compensation insurance in the statutory limits required by law.

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 aggregate comprehensive
General Liability	\$1,000,000 per occurrence
Property Damage	\$25,000 per occurrence
Property Damage	\$1,000,000 aggregate
Auto Liability	\$125,000 each person for bodily injury
Auto Liability	\$25,000 each occurrence for property damage

The City of Stillwater 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 Contractor from carrying insurance in amounts exceeding said liability limits so long as the City is not named as an additional insured in any amount in excess of said statutory liability limits.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this 18th day of Jul, 2011,
 we Firebrand Construction LLC, as Principal, and
Swiss Re Corporate Solutions America Insurance Corporation, as Surety, a corporation
 authorized under the laws of the State of Missouri and authorized to transact
 business in the State of Oklahoma, are held and firmly bound unto the City of Stillwater,
 Oklahoma, a municipal corporation established under the constitution and laws of the
State of Oklahoma, in the penal sum of One Hundred Seven Thousand Five Hundred Fifty & 00/100 dollars
 (\$ 107,550.00 .) in lawful money of the United States of America, such sum being equal
 to one hundred percent (100%) of the contract price as set forth herein, well and truly to
 be made, we bind ourselves and each of us, our heirs, executors, administrators,
 trustees, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT
 WHEREAS, said Principal has entered into a written contract with the City of Stillwater
 for e construction of **BID** City of Stillwater Water Treatment Plant said project being specifically
 title City of Stillwater Water Treatment Plant reference to which is made here, and said contract, plans,
 specifications and all attachments or appendices thereto, are hereby incorporated by
 reference thereto and made a part of this instrument.

If said Principal shall fully and faithfully execute the work and perform said
 contract in full accordance with its terms, conditions and covenants of said contract
 plans, specifications and all attachments or appendices thereto, this obligation shall
 become null and void; otherwise, it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by the
 City of Stillwater.

Whenever Contractor shall be, and declared by the City of Stillwater to be in
 default under the contract, the City having performed City's obligations thereunder, the
 Surety may promptly remedy the default, or shall promptly

- (1) Complete the contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the contract in strict accordance with
 its terms and conditions, and upon determination by Surety, of the lowest
 responsible bidder, or, if the City of Stillwater elects, upon determination by the
 City and the Surety jointly of the lowest responsible bidder, arrange for a contract
 between such bidder and City, and make available as work progresses (even
 though there should be a default or a succession of defaults under the contract or
 contracts of completion arranged under this paragraph) sufficient funds to pay
 the cost of completion less the balance of the contract price; but not exceeding,
 including other costs and damages for which the Surety may be liable hereunder,
 the amount set forth in the first paragraph hereof. The term "balance of the
 contract price," as used in this paragraph, shall mean the total amount payable
 by the City of Stillwater to Contractor under the contract and any amendments
 thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City of Stillwater named herein or the heirs, executors, administrators or successors of the City.

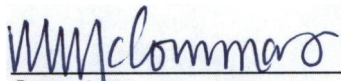
It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.

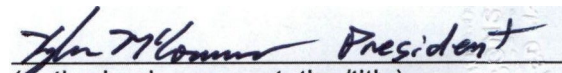
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

PRINCIPAL

ATTEST:

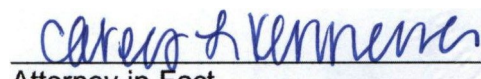
Firebrand Construction LLC
(name)


Secretary

 President
(authorized representative/title)

SURETY

Swiss Re Corporate Solutions America Insurance Corporation
(name)


Attorney-in-Fact Carey J. Kennemer

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this 24th day of July, 2023
We, Frederick Construction LLC as Principal, and
Swiss Re Corporate Solutions America Insurance Corporation as Surety,
a corporation organized and existing under the laws of the State of Missouri
and duly authorized to transact business in the State of Oklahoma, are held and firmly
bound unto the CITY OF STILLWATER, OKLAHOMA, a municipal corporation,
established under the constitution and laws of the State of Oklahoma, in the penal sum of
One Hundred Seven Thousand Five Hundred Fifty & 00/100 Dollars (\$107,550.00) in
lawful money of the United States of America, such sum being equal to one hundred
percent (100%) of the contract price as set forth herein, well and truly to be made, we
bind ourselves and each of us, our heirs, executors, administrators, trustees, successors,
and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS,
said Principal has entered into a written contract with the City of Stillwater for the
construction of City of Stillwater Water Treatment Plant
818 #J888t tPR8dee. H.lcMe (general nature of work), said project
being specifically titled City of Stillwater Water Treatment Plant
P1oiect Ho. reference to which is made here, and said
contract, plans, specifications and all attachments or appendices thereto, are hereby
incorporated by reference thereto and made a part of this instrument.

If said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or
Subcontractors and or Suppliers of said Principal who perform work in the performance of
such contract, for labor and materials, rental of machinery and equipment, and repairs to
and parts for equipment used and consumed in the performance of said contract within
thirty (30) days after the same becomes due and payable, the person, firm or corporation
entitled thereto may sue and recover on this bond, the amount so due and unpaid.
Should said Principal pay all such indebtedness, this obligation shall become null and
void; otherwise, it shall remain in full force and effect.

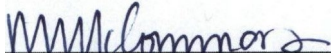
It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its Attorney-in-Fact, duly authorized thereunto so to do, the day and year first above written.

PRINCIPAL

ATTEST:

Firebrand Construction LLC
(name)


Secretary

 President
(authorized representative/title)

SURETY

Swiss Re Corporate Solutions America Insurance Corporation
(name)

71'(M}Y\hJ:0
Attorney-in-Fact c arey^L. Kennemer

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)

Statutory Bond Fonn

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That on this 24th day of Ju. ly, 2023
we, Fir_e_b_r_a_n_d_C_o_n_s_t_r_u_c_t_i_o_n_L_L_C as Principal, and
S_w_i_s_s_R_e_C_o_r_p_o_r_a_t_e_S_o_l_u_t_i_o_n_s_A_m_e_r_i_c_a_I_n_s_u_r_a_n_c_e_C_o_r_p_o_r_a_t_i_o_n as Surety,
a corporation organized and existing under the laws of the State of M_i_s_s_o_u_r_i

and duly authorized to transact business in the State of Oklahoma, are held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a municipal corporation, established under the constitution and laws of the State of Oklahoma, in the penal sum of One Hundred Seven Thousand Five Hundred Fifty & 00/100 Dollars (\$ 107,550.00) in lawful money of the United States of America, such sum being equal to one hundred percent (100%) of the contract price as set forth herein, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said Principal has, pursuant to a written contract with the City of Stillwater for the construction of 818 City of Stillwater Water Treatment Plant PIIGdEIOil" HJHMEI. (ge11e1al 11alme of oooil<), said project being specifically titled Prejeet He. ry.yo reference to which is made here, and said contract, plans, specifications and all attachments or appendices thereto, are hereby incorporated by reference thereto and made a part of this instrument.

Principal is obligated to protect the City of Stillwater against any and all defects in said construction resulting from faulty materials or workmanship for a period of 1 (one) year from the date of acceptance of said project by the City.

Should Principal protect the City of Stillwater against any and all defects in said construction resulting from faulty materials or workmanship for a period of 1 (one) year from the date of acceptance of said project by the City, this obligation shall become null and void; otherwise, it shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations to said contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the Surety, or any of them, from the obligations of this bond.

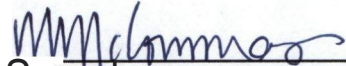
IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

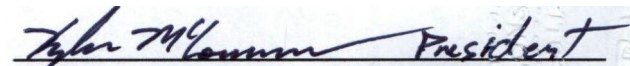
PRINCIPAL

ATTEST:

Firebrand Construction LLC

(name)


Secretary


(authorized representative/title)

SURETY

Swiss Re Corporate Solutions America Insurance Corporation

(name)


Attorney-in-Fact Carey L. Kennemer

(Accompany this bond with Attorney-in-fact's Authority from the Surety Company certified to include the date of the bond.)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL,
VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY, GARY LILES,

THOMAS PERRAULT, KRISTIN LEWIS, JOSHUA BRYAN, and FAITH BURLESON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as and may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation, when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

[Handwritten signatures and notary seal]

By Gerald Jairodd, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vitt: Prudent of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this day of JULY, 20 23

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 20TH day of JULY, 20 23 before me, a Notary Public personally appeared L. J. Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected President of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of August 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



FIRECON-01

MPITZER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Messer-Bowers Company 730 S Western Stillwater, OK 74074	INSURER A: Mid-Continent Casualty Company INSURER B: ComoSource Mutual Insurance Company INSURER C: Hanover Insurance INSURER D: INSURER E: INSURER F:
INSURED Firebrand Construction LLC P.O. Box 1447 Stillwater, OK 74076	INSURER SI AFFORDING COVERAGE NAJC # 23418 36188 22292

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	SUBR	POLICY NUMBER	POLICY	POLICY EXP	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE 0 OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY 0 f8r OTHER:		04GL1079774	5/17/2022	5/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each person/fire) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS 8-11/1 X		04CA2850824	6/8/2022	5/17/2023	SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE per accident \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE OED 1 RETENTION\$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE MEMBER/EXCLUDED? (mandatory in NH) i ftirJ OPERATIONS below	N/A	03419852 22 1	5/4/2022	5/4/2023	XI ffordi 1 2JH- E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equip		IHTJ019678	5/19/2022	5/19/2023	\$100,000 per item 250,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Contractor.

CERTIFICATE HOLDER

CANCELLATION

City of Stillwater, Oklahoma/Stillwater Utilities Authority
PO Box 1449
Stillwater, OK 74076

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

6r7'-----



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: 11/07/2023

Department: Water Resources

Requested by: James Driskel

cc

Explanation:

Revenue:
Transfer funds from the Water Fund to the City Capital Fund. Appropriation approved by the SUA Trustees on 7/10/2023 to fund the Water Treatment Plant roof replacement, but project was contracted as a City project.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer from Water Fund	1050000 - 61000		\$ 0	\$ 118,550	\$ 118,550
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 118,550

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: _____

--Print on Yellow Paper--



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: 11/07/2023

Department: Water Resources

Requested by: James Driskel

cc

Explanation:

Expenditure:
Appropriate funds from the City Capital Fund for the Water Treatment Plant roof replacement. Appropriations approved by the SUA Trustees on 7/10/2023, but project was contracted as a City project.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Roof - Water Treatment Plant	1059270 - 54009	23WD02105	\$ 0	\$ 118,550	\$ 118,550
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 118,550

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: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 13, 2023



Agenda Item:

4.e. CC-23-167

Previous/Related Action:

- CC-22-217: Task Order for evaluation of the alternatives for Block 34 Area Improvements
- CC-23-46: Task Order amendment for design, bid phase support, and construction administration
- CC-23-53: Budget amendment appropriating additional expenditures for stormwater drainage improvements

Background/Issue:

- Adjacent roadway, parking, sidewalk and utility improvements are needed to accommodate the new park at Block 34.
- If sufficient funds are available, improvements to drainage in the area around Block 34 would be beneficial.
- State law requires awarding of a contract to the lowest responsible bidder or bidders within thirty (30) days of bid opening unless the City Council, by formal recorded action and for good cause shown, provides for a reasonable extension of no more than fifteen (15) days where only state or local funds are involved.

Proposal/Solution:

- The Project was advertised for bids on August 26, 2023. Bid alternates were included for a storm drain on Duncan St., an interactive playground, music play equipment, composite metal panels deduct, and an alternate pavement section deduct.
- The Engineer's estimate is \$13.5 Million for the Base Bid only.
- Bids were opened on October 25, 2023. Bids were received from Crossland Construction Company, Inc. and Rudy Construction Co., as follows:

ITEM	CROSSLAND	RUDY
BASE BID	\$11,386,104.90	\$12,257,526.50
ALT. #1	\$959,808.90	\$1,193,815.00
ALT. #2	\$80,308.00	\$91,500.00
ALT. #3	\$20,357.00	\$50,000.00
ALT. #4	(\$255,500.00)	(\$253,000.00)
ALT. #5	(\$48,284.00)	(\$17,300.00)

- The project team met on November 3, 2023 to discuss the

	funding approach. The team elected to accept all bid alternates, which include additive and deductive options. For all five alternates, the apparent low bidder, Crossland, bid \$12,142,794.80. • Staff has reviewed the bid packages and recommends the project be awarded to Crossland Construction Company, Inc. and that Alternates 1, 2, 3, 4 and 5 be selected. • A Request for Qualifications for Construction Management Oversight has been developed by staff and issued. Response submittals are expected on November 29, 2023 and a potential agreement is anticipated to be negotiated by mid-January 2024. • With costs for construction oversight, testing, contingency, the total expected expenditure for Block 34 is about \$13.4 Million. • During its October 26, 2023 meeting, the Transportation Project Advisory Committee (TPAC) voted 3-0 to support staff's recommendation in favor of completing the Project.
Financial Source/Impact:	Much of the funding for the on-block portion of the project is being provided by private donors in the amount of about \$7.2 million. An additional appropriation from various City funds of approximately \$6.2 million will be necessary for the recommended action. Staff will return to City Council on December 4, 2023 with the funding plan, budget amendments and any required donation agreements or amendments.
Related Strategic Priority:	#4 CONNECTED SPACES #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Block 34 Project (Project 23TR03; Bid No. 58-2023), which time period shall not exceed a total of 45 days from the date of bid opening for good cause shown.
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Candy Staring Patti Osmus
Submitted By:	Brady Moore, Interim City Manager
Attachments None	

MEMORANDUM OF UNDERSTANDING
SPS COUCH PARK FIELDS LIGHTING UPGRADES PROJECT

This Memorandum of Understanding (“MOU”) has been entered into this ____ day of November 2023 by and between the City of Stillwater (“City”), a municipality, and Stillwater Public Schools, Independent School District Number 16, Payne County, Oklahoma (“SPS”).

WHEREAS, SPS leases from the City of Stillwater a tract of land more commonly referred to as “Big Couch Field” and “Little Couch Field” (hereinafter “Couch Park Fields” or “fields”) pursuant to a certain Lease dated March 1, 1995; and

WHEREAS, the parties executed an MOU on September 13, 2022 to memorialize an agreement regarding scheduling of the fields for SPS and availability of the fields for public use when the fields are not in use by SPS; and

WHEREAS, SPS has identified the need to upgrade the lighting at the fields to include the purchase and installation of new LED lights at the fields; and

WHEREAS, the applicable Lease provisions state that SPS is responsible for making all improvements and major repairs necessary; and

WHEREAS, City has agreed to participate in the lighting upgrades project because the improvements serve a public purpose by improving the condition the fields for SPS and public use, and ensuring the continued ability to attract visiting teams for games and tournaments which have a positive economic impact for the City of Stillwater and its citizens;

NOW, THEREFORE, SPS AND CITY DO HEREBY AGREE AS FOLLOWS:

1. SPS Responsibilities:

- a. SPS shall be responsible for competitively bidding the project to procure new LED light fixtures and installation at the fields. SPS shall bid the project in compliance with the Oklahoma Competitive Bidding Act and all other applicable federal and state laws.
- b. SPS shall be the project owner and shall be party to the contract for the project.
- c. SPS shall require that a licensed electrician performs all connections of the fixtures to the electric system.
- d. SPS understands and agrees that the City shall own the improvements installed at the fields and once the project is completed, the improvements shall not be removed or altered without the prior written consent of the City.

- e. SPS shall be solely responsible for all project costs in excess of the City's contributions.

2. City Responsibilities:

- a. The City shall contribute up to 50% of the total cost of the purchase and installation of the LED fixtures in an amount not-to-exceed \$175,000. This amount is inclusive of a GRDA Grant received by the City in the amount of \$20,000 which has been granted to the City for this specific project.
- b. The City shall install new wooden utility poles at "Little Couch Field."
- c. The City shall provide city crews to perform the work of installing the new wooden poles and relocating any transformers required for the lighting project.
- d. The City shall provide and install a new sign for each field which shall recognize the participation of the City, SPS, and GRDA in the project.

3. Governmental Immunity:

The parties and their respective governing bodies do not waive their governmental immunity by entering into this MOU. Each entity fully retains all of its immunities and defenses provided by law with respect to any action in connection with or related to this MOU.

4. Miscellaneous:

This MOU is not intended to create any third-party beneficiary rights. No party to this MOU has the authority to act on behalf of the other party, or to bind the other party to any obligation.

5. Assignment: SPS shall not assign its responsibilities under this MOU without written consent from the City of Stillwater.

6. Governing Law: This MOU is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.

7. Final Agreement: This MOU may be modified only by a further writing that is duly executed by both SPS and the City.

8. Severability: If any part of this Agreement is determined to be unconstitutional or illegal by a court of competent jurisdiction, the remainder of this MOU shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this MOU as of the day and year first above written.

STILLWATER PUBLIC SCHOOLS,
Independent School District Number 16

Name: Tim Riley

Title: President, Board of Education

CITY OF STILLWATER

Brady Moore, Interim City Manager

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 13, 2023

Agenda Item:	4.g. CC-23-169
Issue:	American Airlines is upgauging aircraft for service to Dallas effective January 8, 2024 from the CRJ-700 to the ERJ-170, requiring the airport purchase a larger aircraft boarding ramp as the existing ramp size is insufficient.
Solution:	- 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 Timberline GSE, Keith Consolidated Industries (KSI), Aviramp, and Technology International. As shown on the bid tabulation sheet, only Timberline and KSI were competitive. After further contact with both vendors, only Timberline GSE would agree to meet the delivery deadline. - Airport staff recommend awarding the bid to Timberline GSE.
Financial Impact/Funding Source(s):	Funding for these materials is coming from the balance of the roof repair project, which has been completed.
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 a new airline passenger boarding ramp to Timberline GSE Incorporated and approve the budget revision to move the remaining balance of \$65,499 from the roof repair project to the passenger boarding ramp project.
Prepared By:	Kellie Reed, Stillwater Regional Airport Director
Reviewed By:	Patti Osmus, Assistant to the City Manager Christy Cluck, Finance Director
Submitted By:	Brady Moore, Interim City Manager
Attachment:	Bid Tabulation

Event Number	63-2023	Organization	City of Stillwater
Event Title	Supply and Deliver Aircraft Boarding Ramp	Workgroup	Purchasing
Event Description	Notice is hereby given that City of Stillwater	Event Owner	John McClenny
Event Type	IFB	Email	john.mcclenny@stillwater.org
Issue Date	10/24/2023 06:00:02 AM (CT)	Phone	
Close Date	11/8/2023 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Timberline GSE Inc.	Richfield	UT	11/8/2023 11:37:51 AM (CT)	1	\$62,250.00
Keith Consolidated Industries, Ir	White City	OR	11/8/2023 11:40:41 AM (CT)	1	\$83,205.00
Aviramp Ltd	Telford	-- Select --	11/7/2023 10:23:58 AM (CT)	1	\$100,634.00
Technology International, Inc.	Lake Mary	FL	11/8/2023 11:16:42 AM (CT)	1	\$131,650.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



City of Stillwater
Budget Revision #2267

Date: 11/09/2023

Budget Year: 2024

Requested: shawn.beale

Department: Airport

Explanation: American Airlines will upgrade their commercial aircraft to larger aircraft - ERJ-170. This requires the airport purchase a new larger aircraft boarding ramp to support the higher door height.

SetID:

Increase:

Account Name	Account Number	Project Number	Current Budget	Amount of Change	New Budget
Airport Maint- Other equipment	8107040-54008	24AP03810	\$0	\$65,499	\$65,499

Decrease:

Account Name	Account Number	Project Number	Current Budget	Amount of Change	New Budget
Airport Maint - Buildings/Structures	8107040-54012	22AP07810	\$65,499	\$65,499	\$0

Approval:

Submitted: 11/09/23 2:05 pm - Shawn.beale

RESOLUTION CC-2023-43

"A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, TO SIGN AND ISSUE AN ELECTION PROCLAMATION CALLING FOR A GENERAL ELECTION AND A RUNOFF ELECTION, IF NEEDED, IN THE CITY OF STILLWATER."

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

SECTION 1: That the City Council of the City of Stillwater, Oklahoma, a municipal corporation, in open session at its regularly scheduled Council Meeting on the 13th day of November, 2023, hereby authorizes the Mayor of the City of Stillwater, Oklahoma, to issue and sign a Proclamation calling for a General Election on February 13, 2024, for the election of one (1) member of the City Council designated as Councilor No. 3, for a term of four (4) years. Should no candidate receive a majority of all of the votes cast at General Election, then the two candidates receiving the highest number of votes cast for that office shall proceed to a Runoff Election on April 2, 2024.

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF NOVEMBER, 2023.

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 13TH DAY OF NOVEMBER, 2023.

KIMBERLY CARNLEY, CITY ATTORNEY

ELECTION PROCLAMATION

Under and by virtue of the authority vested in me by the Constitution and Laws of the State of Oklahoma, and by the Charter of the City of Stillwater, Oklahoma, I, William H. Joyce, the duly elected and acting Mayor of the City of Stillwater, Oklahoma, do hereby declare, proclaim, and call an election to be held in the City of Stillwater, as herein set forth.

GENERAL ELECTION: In the event that more than two persons file as candidates for the following office, a General Election shall be held on Tuesday, February 13, 2024 for the purpose of electing one (1) member of the City Council for such office:

One (1) member of the City Council of the City of Stillwater, designated as Councilor No. 3, for a term of four (4) years

The candidate receiving a majority of all votes cast for the office shall be elected.

IPSO FACTO ELECTION Should only one registered qualified voter of the City of Stillwater file a statement of candidacy for election as Councilor No. 3, as set forth above, the Payne County Election Board Secretary shall certify the election of such person to the office after all applicable statutory filing and contest periods have expired.

RUNOFF ELECTION: Should no candidate receive a majority of all of the votes cast, then the two candidates receiving the highest number of votes cast for that office shall proceed to a Runoff Election to be held on Tuesday, April 2, 2024.

FILING: Any qualified person may have his or her name placed on the ballot for the General Election as a candidate for the office above by filing a sworn statement of his or her candidacy with the Secretary of the Payne County Election Board no earlier than 8:00 a.m. on December 4, 2023, and no later than 5:00 p.m. on December 6, 2023.

QUALIFICATION FOR OFFICE: Only qualified registered voters of the City of Stillwater who have resided within said City for a period of at least six (6) months immediately preceding that date of filing and who are at least twenty-one (21) years of age shall be qualified for the above named office and he or she shall have these qualifications from and after the time when he or she files for office. The holder of the above named office may not hold any office or position in the city government by virtue of appointment by the City Manager.

REGISTERED QUALIFIED VOTERS: Only voters residing in the City of Stillwater who have the qualifications prescribed for voters by the Constitution and Laws of the State of Oklahoma, and who are registered as required by law, may vote in the Election.

POLLING PLACES AND HOURS: Said General Election and Runoff Election shall be held at the usual polling places and conducted by the regular election officials as designated by the County Election Board of Payne County, Oklahoma. Polls will be open at the hour of 7:00 o'clock

A.M. and close at the hour of 7:00 o'clock P.M. Such election shall be conducted by those precinct officers designated by the County Election Board of Payne County, Oklahoma, which officers shall certify the results thereof as required by law. The number and location of the polling places for the election shall be the same as prescribed by the County Election Board for state and county elections and shall include all precincts totally or partially within the city limits of the City of Stillwater, Oklahoma.

NONPARTISAN ELECTIONS: Both the General Election and the Runoff Election shall be nonpartisan, and no party designation or emblem shall be placed on the ballots.

WITNESS MY HAND on the official seal of said City of Stillwater, Oklahoma, this 13th day of November, 2023.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 13TH DAY OF NOVEMBER, 2023.

KIMBERLY CARNLEY, CITY ATTORNEY