



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

MARCH 25, 2024

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.	Chris Salmon Plaza OSU Art Project
b.	DeMolay Proclamation

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 March 4, 2024 regular and executive session meeting minutes		
b.	Accept a temporary construction easement and authorize execution by the City Manager of the associated settlement agreement for the 3rd Avenue bridge project (19TR04).	CC-24-21	Travis Small
c.	Accept a temporary construction easement for	CC-24-22	Chris Humes

	the Redbud Sewer Project located on Randolph Court		
d.	Award bid to Stillwater Turf Services LLC for City wide mowing for an amount not to exceed \$134,880	CC-24-23	Mark White
e.	Approve the Oklahoma Wireless Information Network (OK-WIN) Land Mobile Radio (LMR) Services Agreement	CC-24-24	Rob Hill
f.	Approve Amendment No. 2 and Exhibit C-2 to the CMAR Services Agreement regarding a partial lump sum conversion for Work Package #2 to Guaranteed Maximum Price and authorize the City Manager to execute said Amendment No. 2	CC-24-25	Candy Staring
g.	Authorize amendment 4 to professional services agreement with Kimley-Horn for 12th Avenue Health Corridor Study and approve associated budget amendment and authorize the City Manager to execute.	CC-24-26	Travis Small
h.	Approve budget amendments to increase revenue projections to reflect increased activity at the Airport and to increase appropriations to purchase safety equipment and meet other needs at the Airport.		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. 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 to close a 10-foot wide tract of right-of-way on E. 11th Avenue adjacent to property addressed as 1101 S. Main Street, containing 1,400 square feet.	CC-24-27	Jacquelyn Porter
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8. General Orders

The City 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 action is indicated in each agenda entry but may be amended or revised prior to action by the City Council.

a.	Award a unit price contract, for the alternate bid, to Ellsworth Construction OKC, LLC for \$2,814,763.15, authorize total construction expenditures not to exceed \$3,130,000.00, and authorize City Manager to execute a construction contract for the Airport/Park/Harned Reconstruction Project and approve associated budget amendment.	CC-24-28	Travis Small
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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. 3533: AN ORDINANCE CLOSING A PORTION OF A RIGHTS-OF-WAY LOCATED NEAR LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), IN BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, NEAR PROPERTY ADDRESSED AS 1101 SOUTH MAIN STREET
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10. Questions and Inquiries

11. 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

12. Adjourn

On March 22, 2024 at 9:00 a.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 405.742.8243.

- 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.

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov
Together, Investing in Municipal Excellence

March 2024 DeMolay Month

WHEREAS, the **Order of DeMolay** is a youth organization dedicated to teaching young men to be better persons and leaders; and

WHEREAS, leadership skills, civic awareness, responsibility, and character development are learned through a variety of self-directed, real world applications and activities, building confidence, teaching responsibility, cooperation and community service, and fostering trust, respect, fellowship, patriotism, reverence, and sharing; and

WHEREAS, the Stillwater Chapter of **DeMolay** has served the community since 1921; and

WHEREAS, in March 2024, residents of Stillwater will join the members of **DeMolay** to celebrate the 105th Anniversary of the **Order of DeMolay**.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim March as the **DeMolay Month** in Stillwater.



WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED MARCH 1, 2024, AT 10:00 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
MARCH 4, 2024
6:57 P.M.

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

- a. Confidential communication regarding the purchase or appraisal of real property.

Discussion occurred regarding the purchase or appraisal of real property, pursuant to 25 O.S. §307 (B)(3).

The Executive Session concluded at 7:07 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED MARCH 1, 2024 AT 10:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
MARCH 4, 2024**

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

1. CALL MEETING TO ORDER

Vice Mayor Dzialowski called the meeting to order at 5:33 p.m. Due to technical difficulties, the City Council meeting had delayed start time.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Trail Life USA troop.

3. PROCLAMATIONS/PRESENTATIONS

- a. National Safe Place Week - Angie Freeny, Payne County Youth Shelter

Vice Mayor Dzialowski read the proclamation declaring March 17-23, 2024 as National Safe Place Week.

- b. Sunshine Week Pledge Cards - Carol Anderson, League of Women Voters

Carol Anderson explained what Sunshine Week represents and asked Council members to sign a pledge to follow the Federal Freedom of Information Act and Oklahoma law requiring Open Meetings and Open Records.

- c. Stillwater Police Department Citizen's Academy Class IX

Lieutenant TJ Low presented the SPD Citizen's Academy Class IX and explained the program.

4. CONSENT DOCKET

- a. Approve February 26, 2024, regular and executive session meeting minutes
- b. Approve budget revision appropriating funds for hangar improvements at Stillwater Regional Airport
- c. Approve amendment to the Ground Lease with Stillwater Flight Center Hangar, LLC to extend the initial term for five additional years.

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

ROLL CALL VOTE: DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.

NAY-NONE. MOTION CARRIED WITH FOUR 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. GENERAL ORDERS

- a. Discussion and update regarding site selection for the proposed new Stillwater Animal Welfare facility

Communications Director Dawn Dodson stated that after the January 8, 2024 City Council meeting, staff regrouped to discuss community concerns regarding the proposed site for the future Animal Welfare facility. At the January 22 City Council meeting, management requested that Council not take action to allow time for staff to meet with community members and to further evaluate the proposed site and City owned property. Ms. Dodson reported that after meeting with community members, the Animal Welfare staff team met and reassessed all City owned properties along with possible properties not owned by the City. The team also established criteria for the site based on advisement from City management, Engineering, Animal Welfare staff and architect.

Director of Engineering Candy Staring presented and explained how staff reevaluated City-owned properties and applied criteria to determine viable, possible sites for the Animal Welfare facility. Ms. Staring reported that through this evaluation process, staff determined that the best site for the proposed Animal Welfare facility is located on airport property off of Hargis Road.

Ms. Dodson reported that moving forward, staff has scheduled two community meetings, one in-person and one on-line virtual community meeting, as well as a community action committee meeting. She stated that staff plans to come back to Council in April with feedback and a recommendation for the Animal Welfare facility to be located at this site. The goal is to have this item on a ballot August 27, 2024.

Ms. Staring and Ms. Dodson answered Council's questions.

No action was taken on this item.

- b. Approve the award of contracts by Crossland Construction Co. for Fire Station 2 Work Package #2 totaling \$4,243,162.

Director of City Engineering Candy Staring reported that on April 5, 2022, Stillwater residents approved a \$9 million bond issue to construct a new fire station to replace the existing Fire Station #2. She reported that with historic inflation and supply chain issues, prices have skyrocketed leading to a \$1 million funding gap for this project. Ms. Staring presented the summary of selected trades included in Work Package 2 (WP2). She presented and discussed the removal of non-critical features to the design of Fire Station #2 to reduce the cost.

David Robinson, architect with BCI, discussed the proposed changes and answered Council's questions.

Aaron Stoops, CMAR, Crossland Construction, discussed the responsibilities of the CMAR, the inflation of costs and what needs to be done to meet the scheduled requirements. He reported that they have thoroughly vetted all the bids for WP2, both for their scope and their price. Mr. Stoops stated that the

grouping of subcontractors in WP2 being presented tonight keeps the project moving to meet bond time requirements. He answered Council's questions.

Fire Chief Terry Essary advocated for the fire department by asking, if at all possible, he would like to hold on to some of the features that add the character to the new fire station.

Deputy City Manager Brady Moore stated from the City Manager's standpoint, due to the increased costs, square footage needed and the bond language there are great challenges ahead. Staff is trying to design this fire station now to be 100% functional, to preserve the life and safety in the community and last 100 years. The City is committed to this project and knowing there is a funding gap, will make good decisions to reduce costs. Mr. Moore stated that tonight Council is awarding a critical component that needs to be awarded and staff will continue to bring this conversation back to Council.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO APPROVE THE AWARD BY CROSSLAND CONSTRUCTION CO. OF CONTRACTS FOR THE ABOVE LISTED WP2 ACCEPTED TRADES FOR A TOTAL OF \$4,243,162.

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

8. RESOLUTIONS

- a. Resolution No. CC-2024-6 A resolution of the City of Stillwater establishing the City's Identity Theft Prevention Policy

City Attorney Kimberly Carnley reported that the City's Utility Billing Division is subject to Red Flag laws that require the City to develop an identity theft prevention program. The City currently has procedures, training and oversight implemented and this resolution is formal adoption of that policy.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2024-6 AS PRESENTED.

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

- b. Resolution No. CC-2024-7 A resolution of the City Council of the City of Stillwater, Oklahoma, authorizing The Childs Law Firm, PLLC, to file an action against UBC Precast, an Idaho Corporation, and Greg Hoskins, the General Manager and Owner of UBC Precast, and any other responsible persons or entities, for breach of contract, unjust enrichment, and any other cause of action deemed necessary and appropriate by counsel to recover funds paid by the city for a prefabricated bathroom structure that was ordered, but never delivered; and authorizing the City Manager to take all actions reasonably necessary to effectuate the provisions of this resolution.

City Attorney Kimberly Carnley reported that this resolution will authorize Childs Law Firm to file suit to recover funds from UBC Precast for prefabricated restrooms for Couch Park that were never delivered.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2024-7 AS PRESENTED.

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

9. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney:
 - i. Request for Executive Session pursuant to 25 O.S. § 307(B)(3) of the Oklahoma Open Meeting Act for the purpose of discussing the purchase or appraisal of real property.
- b. Miscellaneous items from the City Manager:
 - Deputy City Manager Brady Moore asked residents to please save the date and join City staff for community meetings to discuss a new Stillwater Animal Welfare facility. There will be two meetings in March, in-person and online. The meeting in-person will be Tuesday, March 26, at 5:30 p.m., in the Dining and Event Hall at the Stillwater Community Center. The meeting online will be Thursday, March 28, at 5:30 p.m. The City wants to hear your voice and discuss the future of Stillwater's Animal Welfare. Collectively, let's determine what is best for our residents and animals.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin reminded residents that if anyone is looking for an environmentally friendly way to save money on their water bill, they may want to purchase a rain barrel through the City of Stillwater. These barrels capture water from your roof and store it for future use. Using rain barrels also helps to reduce stormwater pollution by minimizing the amount of stormwater runoff that leaves a site.
 - Councilor Clark announced that the annual "Trash-Off" event to help keep Stillwater beautiful, will be Saturday, March 30, from 9 a.m. to 12 p.m. Volunteers will meet at the Couch Park Pavilion at 1270 E. Alcott Drive. Since work gloves, safety vests, and trash bags will be provided, volunteers are asked to RSVP by March 28, by calling (405) 533-8482.
 - Councilor Hawkins reminded residents that there is a Citizen Request Tracker on the new City website. This is an avenue for residents to report concerns regarding drainage and flooding, street light outages, trash collection issues, animal control requests, and much more. Please consider using this system to let our employees know concerns that need to be checked out and possibly repaired.
 - Vice Mayor Dzialowski announced that Election Day is Tuesday, March 5. Polls will be open 7 a.m. to 7 p.m. Voters need to go to their normal polling location to participate.
- i. Discussion about scheduling items for future meetings.

10. QUESTIONS & INQUIRIES

None.

11. EXECUTIVE SESSION

- a. Request for Executive Session pursuant to 25 O.S. § 307(B)(3) of the Oklahoma Open Meeting Act for the purpose of discussing the purchase or appraisal of real property.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ENTER INTO EXECUTIVE SESSION AT 6:57 P.M.

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

12. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 7:07 P.M.

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

- a. Consideration, discussion and possible reasonable action regarding the discussion of purchase or appraisal of real property.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO DIRECT STAFF TO PROCEED AS DISCUSSED AND AUTHORIZE CITY MANAGER TO EXECUTE A CONTRACT TO AFFECT THE PURCHASE OF THE PROPERTY UNDER DISCUSSION.

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

13. ADJOURN

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADJOURN THE MARCH 4, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The March 4, 2024 regular meeting of the Stillwater City Council adjourned at 7:07 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 25, 2024



Agenda Item:	4.b. CC-24-21
Previous/Related Action:	CC-13-74, Authorization for PSA with BKL for 3rd Ave. for Bridge Engineering Services CC-18-113, Authorization for additional funding for design and construction of the 3rd Ave. Bridge Project CC-22-23, Bid award to OBC for 3rd Ave. Bridge construction. CC-23-104, Increase in Funding, Amendment 4
Background/Issue:	To complete construction on the 3rd Avenue Bridge Project, additional grading and stormwater drainage improvements are necessary on an adjacent, residential property.
Proposal/Solution:	Staff worked closely with the affected property owner to resolve drainage concerns. To perform the necessary construction work, a temporary construction easement and a settlement agreement have been completed. The temporary construction easement is listed below: Robert Ford Bradley 217 S. Park Drive
Financial Source/Impact:	No additional appropriation is necessary for this action.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the above temporary construction easement and approve the Settlement Agreement required to complete the 3rd Avenue Bridge Project; and authorize the Mayor to execute the temporary construction easement document and the City Manager to execute the Settlement Agreement.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Bradley TCE -Settlement Agreement

BRADLEY SETTLEMENT AGREEMENT FOR CONSTRUCTION ADJACENT TO 3RD AVENUE BRIDGE PROJECT (19TR04)

THIS AGREEMENT, made and entered into this ____ day of _____, 2024 by and between the City of Stillwater, Oklahoma, a municipal corporation, (hereinafter "CITY") and Robert Ford Bradley (hereafter "OWNER").

WHEREAS, OWNER owns and possesses all rights, title, and interest in the property generally located at the northeast corner of Park Drive and 3rd Avenue more particularly described as: Lots Three (3) and Four (4), Block Four (4), Park Addition, a subdivision of the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat (hereinafter "PROPERTY"); and

WHEREAS, a City of Stillwater construction project, 19TR04 3rd Avenue Bridge, (hereinafter "PROJECT") is nearing completion adjacent to the PROPERTY; and

WHEREAS, OWNER and CITY wish to resolve concerns regarding grading and drainage along the north side of said PROJECT adjacent to, and on the PROPERTY; and

WHEREAS, CITY has developed plans, based upon consultation with OWNER, to address said grading and drainage concerns as shown on Exhibit A (hereinafter "WORK"); and

WHEREAS, CITY has provided Exhibit A, met with, and fully explained said WORK and its anticipated impacts to the OWNER; and

WHEREAS, OWNER has had the opportunity to consult with engineers, contractors and others as he deems best regarding said WORK; and

WHEREAS, OWNER will only permit the CITY to work in the area of the PROPERTY as shown on Exhibit A and he understands that, after completion of said WORK, water will pond in other areas of the PROPERTY as it did prior to the initiation of construction of the PROJECT; and

WHEREAS, OWNER has verbally accepted said WORK, as shown in Exhibit A, and agreed to allow the CITY, as well as the CITY's contractor, to proceed with construction of the WORK; and

WHEREAS, CITY has prepared a Temporary Construction Easement which limits access to the PROPERTY to only that which is necessary to complete the WORK; and

WHEREAS, OWNER has agreed to execute said Temporary Construction Easement; and

NOW, THEREFORE, BE IT AGREED:

1. This WORK will address concerns regarding grading and drainage issues on the PROPERTY.
2. Concurrent with the execution of this agreement, OWNER will execute the Temporary Construction Easement.

3. The CITY and/or its contractor(s) will proceed with the WORK in a timely manner in accordance with the plans attached hereto as Exhibit A.
4. Nothing in this Agreement constitutes an admission of liability on the part of the CITY.
5. The terms of this Agreement are binding upon the CITY, its agents, contractors, successors and assigns, and upon the OWNER, their agents, contractors, successors and assigns.
6. This Agreement is the entire agreement of the parties with respect to the subject WORK and PROJECT.
7. Each signatory hereto understands and agrees to the terms of this Agreement and represents that he/she has authority to bind the party for whom he/she signs.

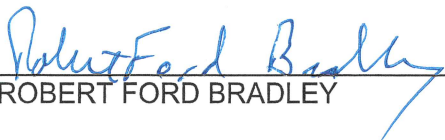
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IN WITNESS WHEREOF, the City Manager of the City of Stillwater, Oklahoma has hereunto set her hand, for and on behalf of the City of Stillwater and the OWNER has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

CITY:

KIMBERLY MEEK, CITY MANAGER
CITY OF STILLWATER, OKLAHOMA

OWNER:

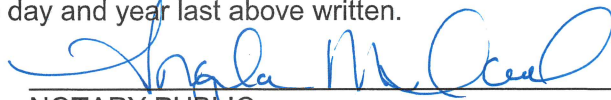

ROBERT FORD BRADLEY

VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 27 day of February, 2024, personally appeared, ROBERT FORD BRADLEY, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.


NOTARY PUBLIC

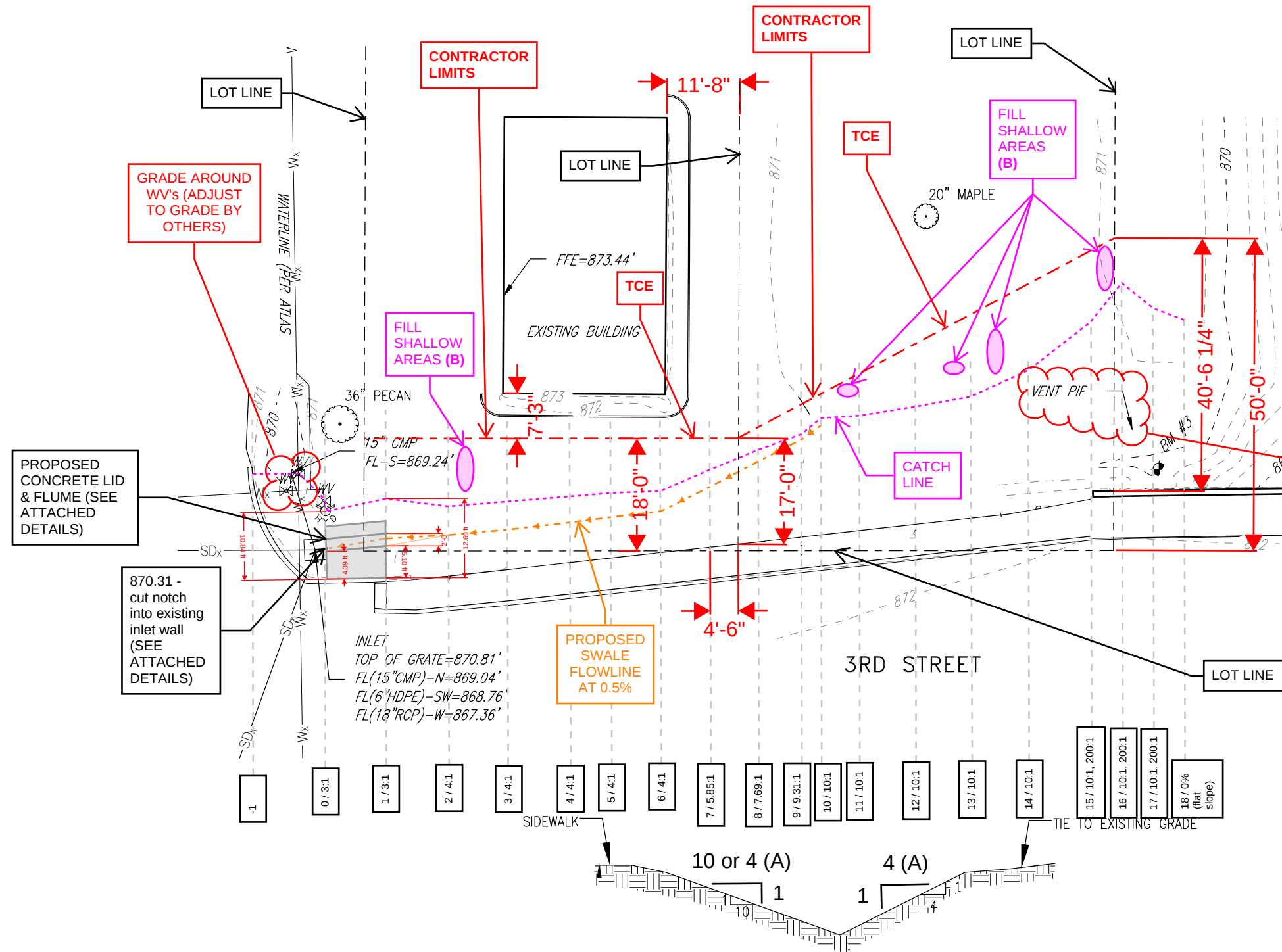
My Commission Expires:
My Commission Number:



Approved as to form and legality this _____ day of _____, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

File: G:\Civil 3D Projects\Stillwater - Park 3rd Bridge - CCS\03.DWG\03-CP.dwg Saved: 12/19/2023 9:40 AM By: AFERGUSON



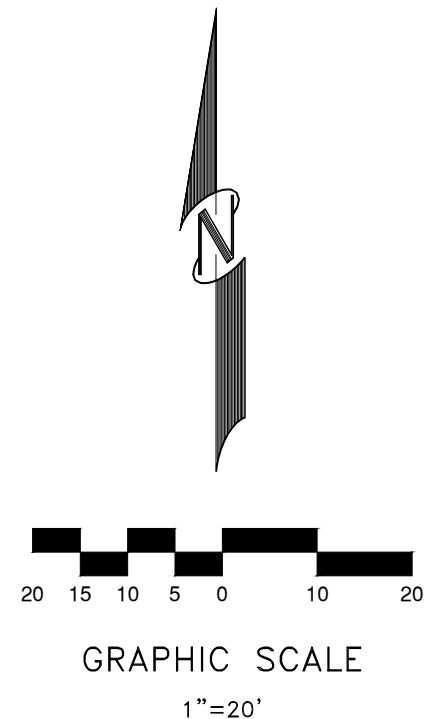
ESTIMATED QUANTITIES:
CLASS "A" CONCRETE - 1.5 C.Y. (D)
REINFORCING STEEL - 185 LBS. (E)
UNCLASSIFIED EXCAVATION - 15 C.Y.
UNCLASSIFIED BORROW - 35 C.Y.
SODDING - 340 S.Y. (C)

NOTES:
(A) VARIES BUT MAX. IS 3:1
(B) WHEEL BARREL WORK ONLY
(C) SOD ALL DISTURBED AREAS
(D) INCLUDES CONCRETE FOR LID AND FLUME
(E) INCLUDES #4 BARS IN LID & FLUME

DO NOT DISTURB VENT PIPE (ADJUST AS NECESSARY OR DIRECTED, NO ADDITIONAL PAYMENT MADE)

1 GRASS SWALE
N.T.S.

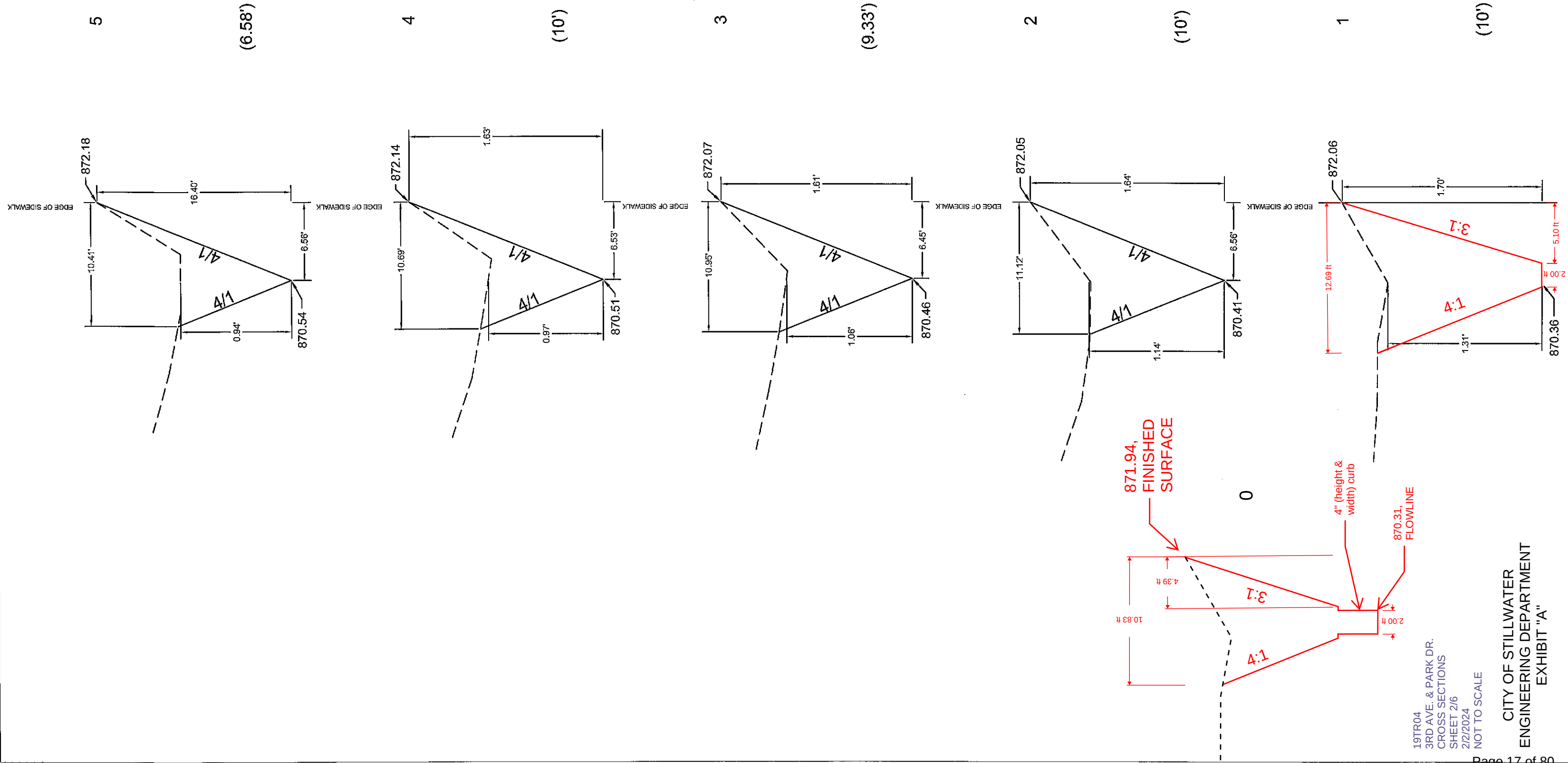
NOTES:
1. SLOPE= 0.50%



REVISIONS	
REV	DESCRIPTION

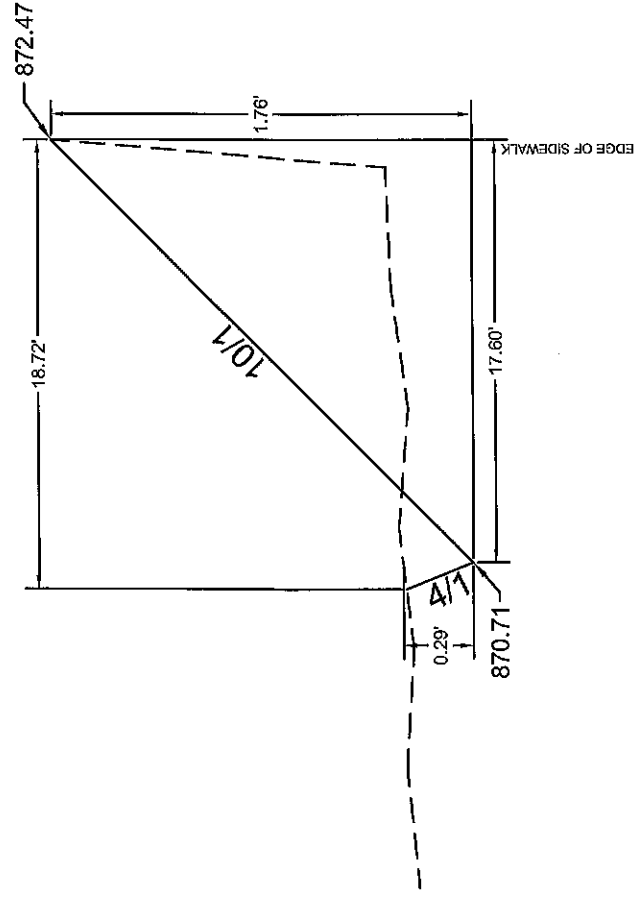
CITY OF STILLWATER
ENGINEERING DEPARTMENT
EXHIBIT "A"

19TR04 3RD AVENUE & PARK DR	19TR04 PLAN VIEW
DRAWN BY RTS	DATE 2/24
SCALE 1"=20'	SHEET 1/6



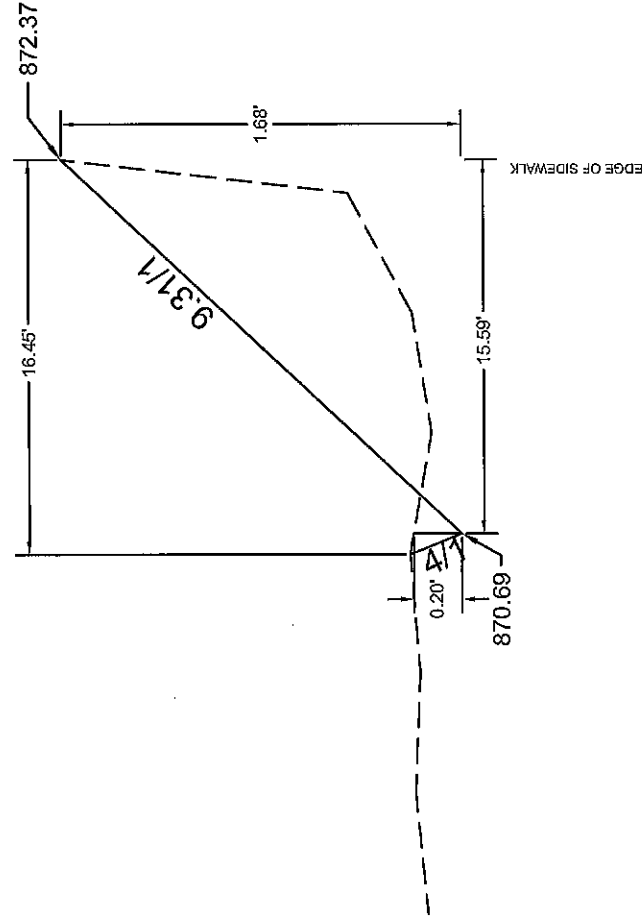
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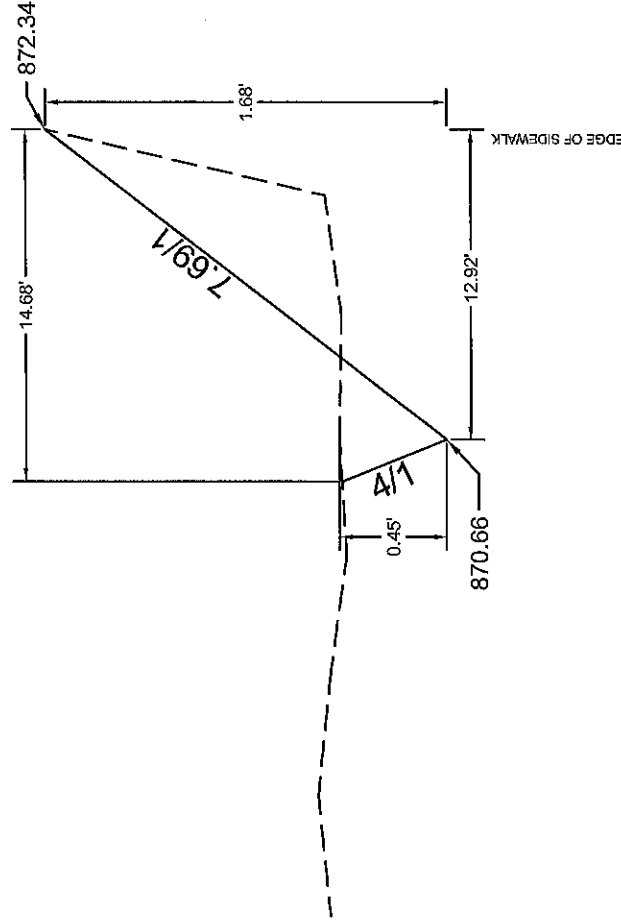
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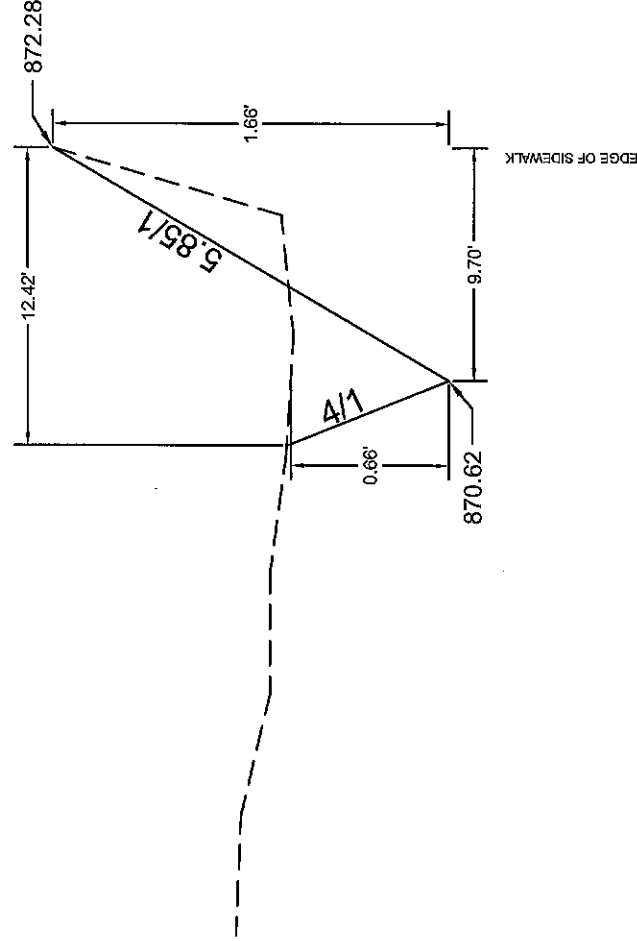
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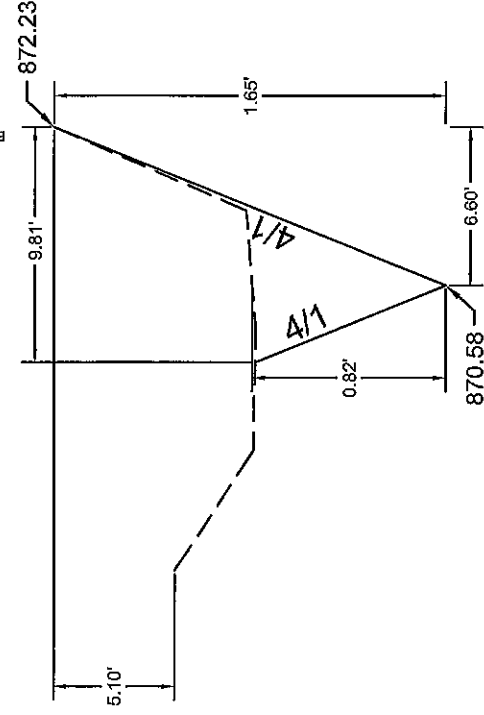
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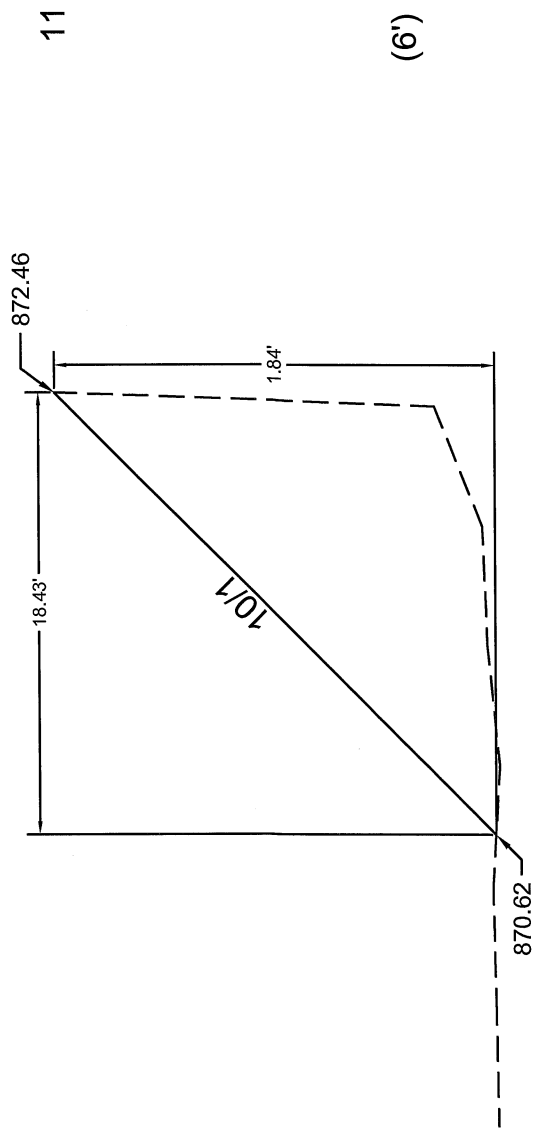
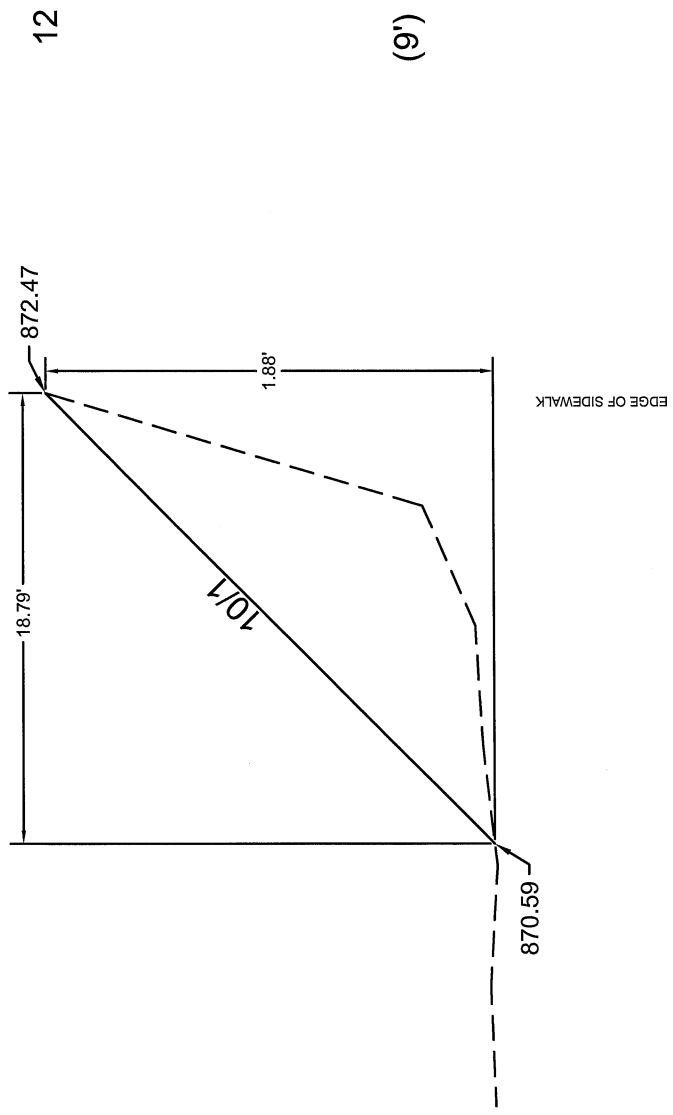
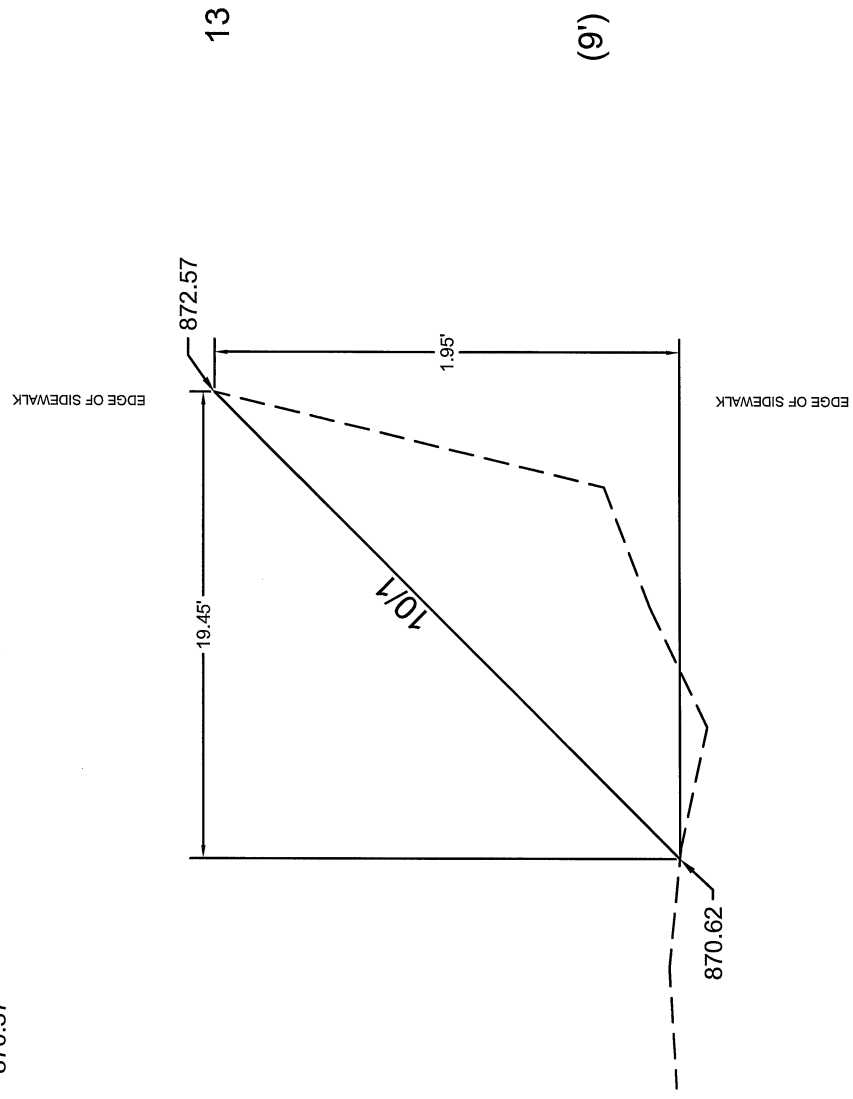
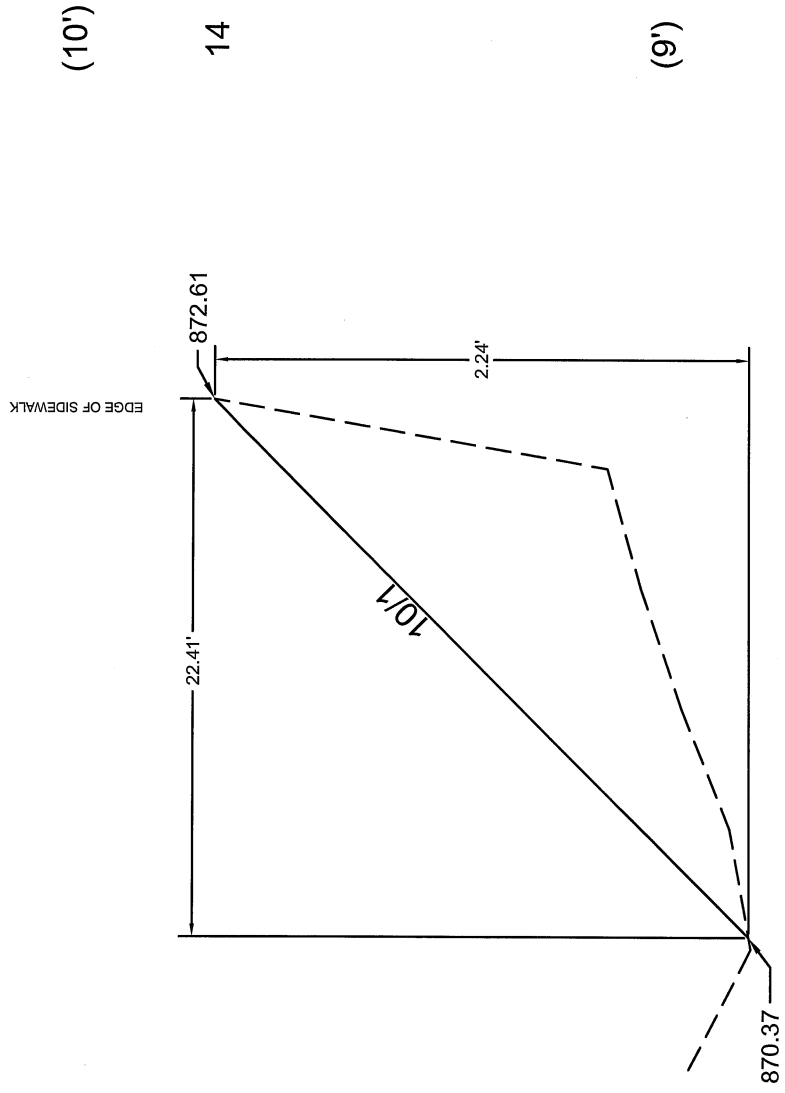
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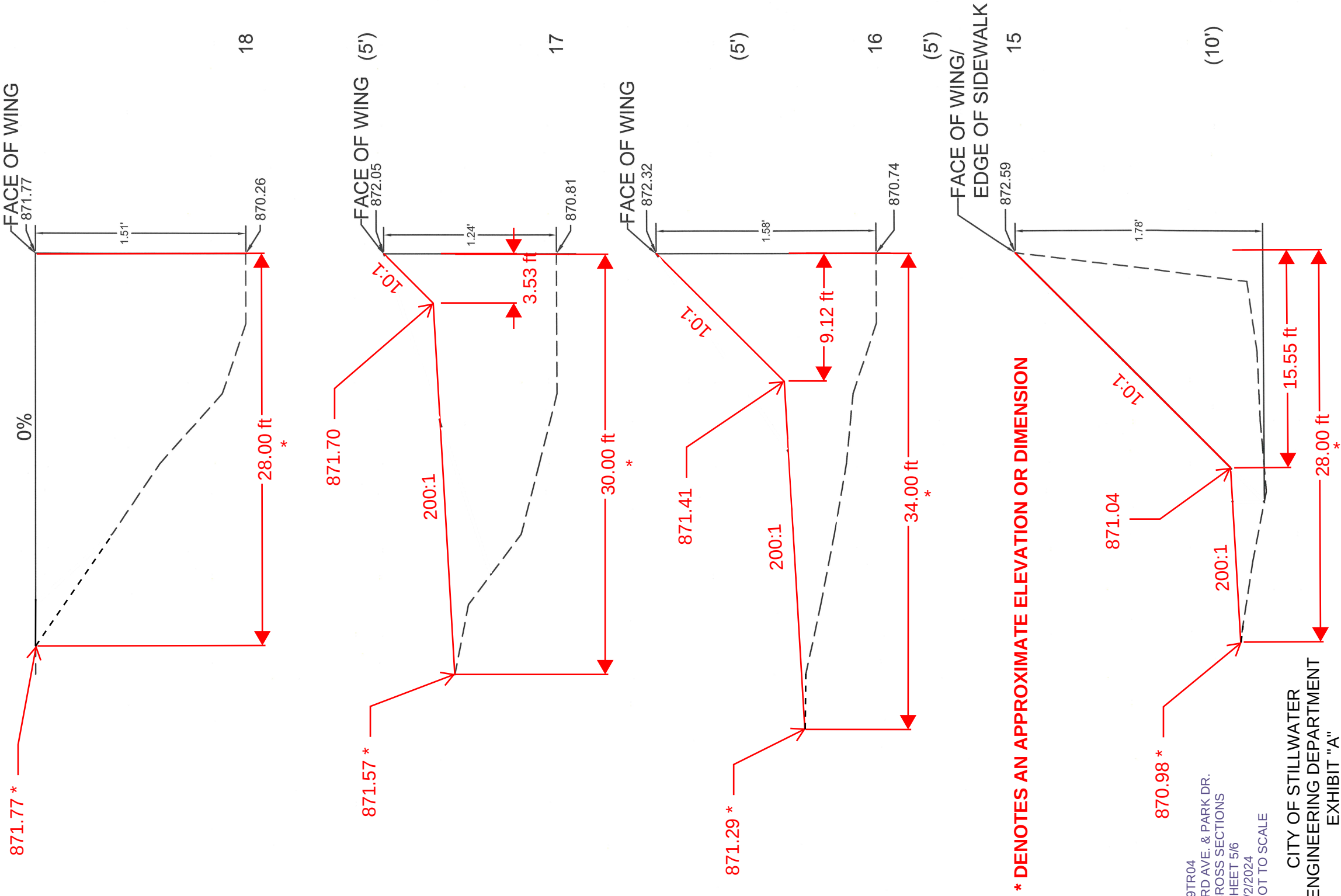
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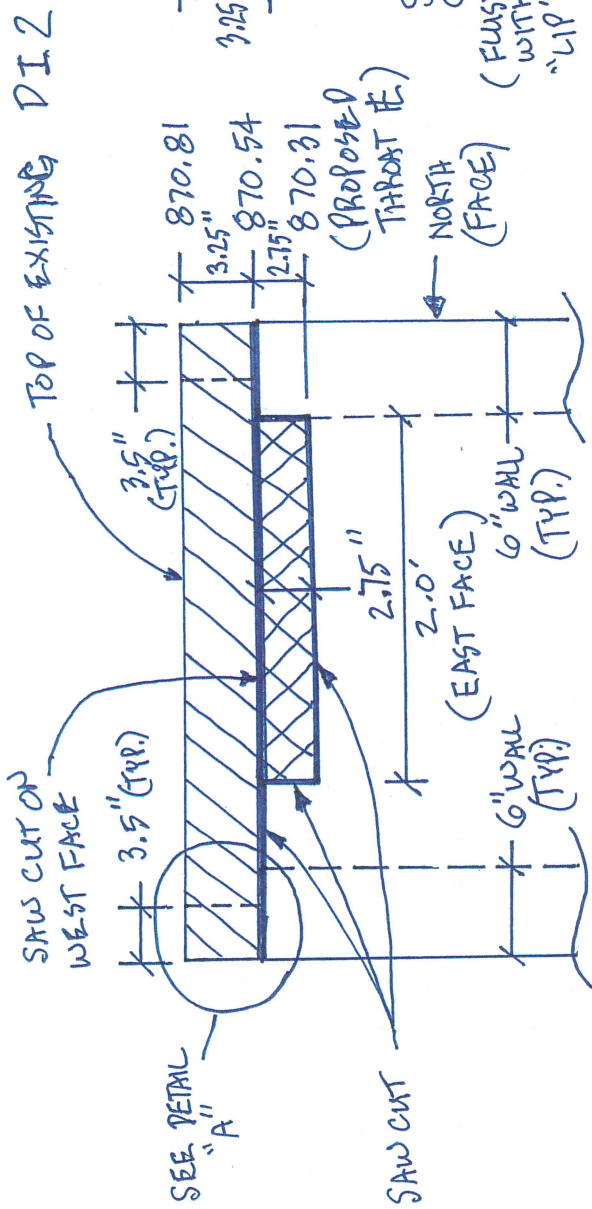
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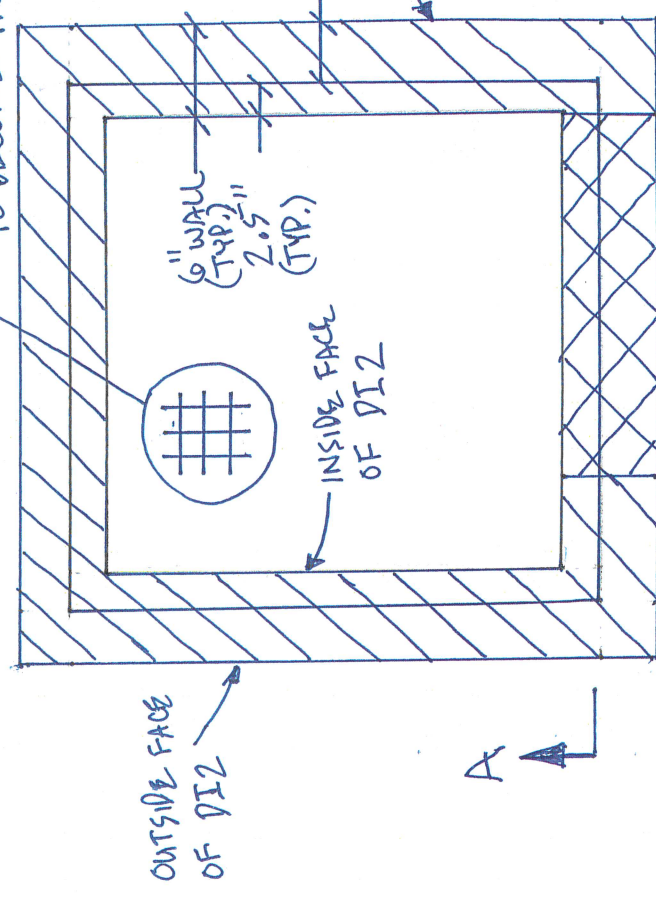
EARTHWORK TABLE									
X-SECT. #	FACTORED x 10		Actual		Distance (Ft)	Volume Fill		Volume Cut	
	Area Fill	Area Cut	Area Fill	Area Cut		(FT^3)	(Y^3)	(FT^3)	(Y^3)
-1	100	0	10.00	0.00	0	0	0	0	0
0	0	72.35	0.00	7.24	10	50	1.85	36.18	1.34
1	0	99.44	0.00	9.94	10	0	0.00	85.90	3.18
2	0	63.23	0.00	6.32	10	0	0	81.34	3.01
3	0	56.15	0.00	5.62	9.33	0	0	55.69	2.06
4	0	45.23	0.00	4.52	10	0	0	50.69	1.88
5	0	40.74	0.00	4.07	6.58	0	0	28.28	1.05
6	0	27.65	0.00	2.77	8	0	0	27.36	1.01
7	13.87	21.61	1.39	2.16	8	5.55	0.21	19.70	0.73
8	39.34	11.62	3.93	1.16	8	21.28	0.79	13.29	0.49
9	85.14	2.47	8.51	0.25	7	43.57	1.61	4.93	0.18
10	95.73	6.21	9.57	0.62	3	27.13	1.00	1.30	0.05
11	153.79	0	15.38	0	6	74.86	2.77	1.86	0.07
12	111.59	0	11.16	0	9	119.42	4.42	0	0
13	136.05	0	13.61	0	9	111.44	4.13	0	0
14	154.82	0	15.48	0	9	130.89	4.85	0	0
15	146.26	0	14.63	0	10	150.54	5.58	0	0
16	161.06	0	16.11	0	5	76.83	2.85	0	0
17	182.37	0	18.24	0	5	85.86	3.18	0	0
18	261.21	0	26.12	0	5	110.90	4.11	0	0
19	0	0	0	0	10	130.61	4.84	0	0
Totals						42.18		15.06	



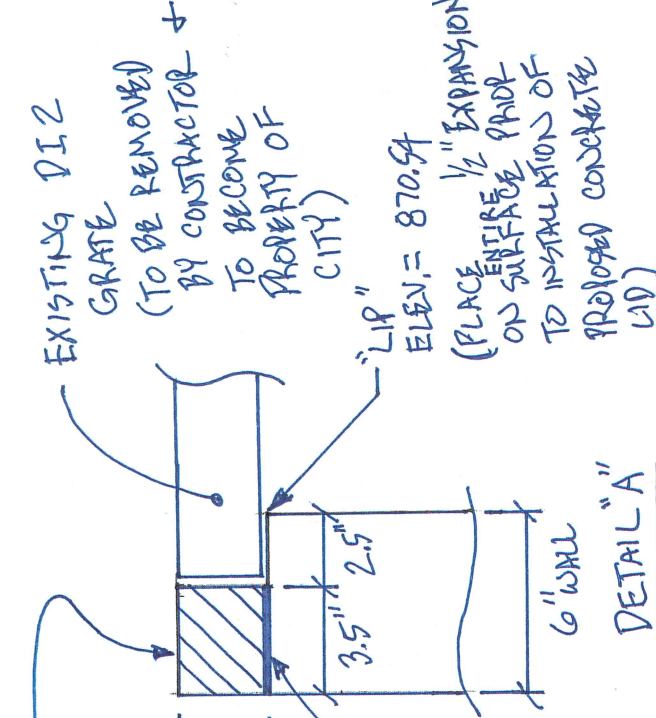
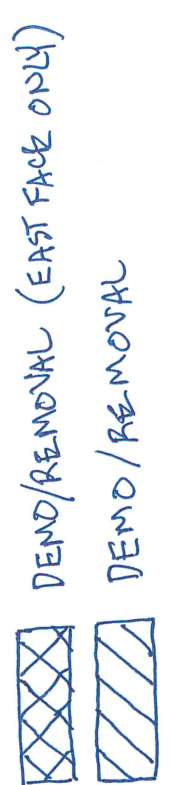


SECTION A-A
N.T.S.

EXISTING DI 2 GRATE
(TO BE REMOVED BY CONTRACTOR &
TO BECOME PROPERTY OF CITY)

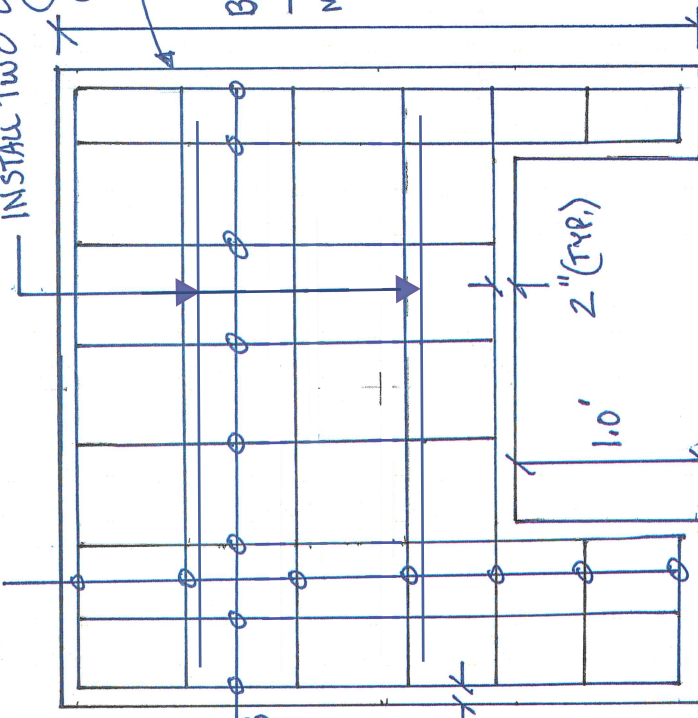


DI 2 PLAN VIEW
N.T.S.



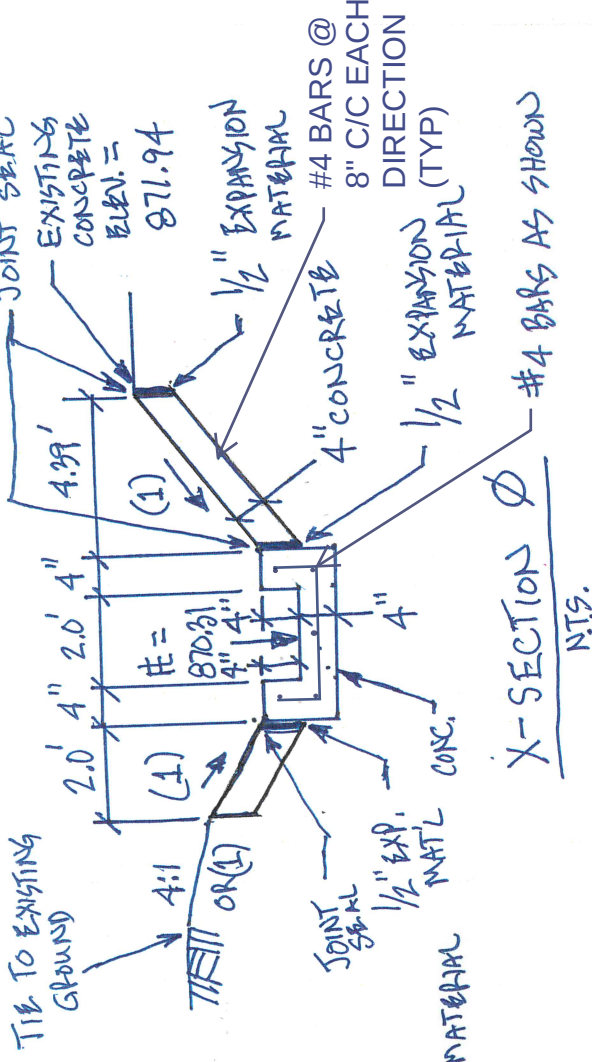
DETAIL "A"
N.T.S.

SINGLE LAYER #4 BARS AS SHOWN



PROPOSED UD FOR DI 2
N.T.S.

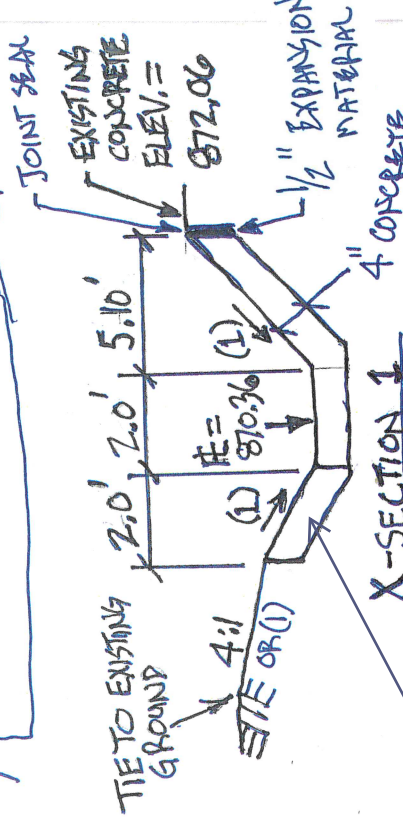
PROP. UD QTY'S
CONC. = 0.22 CY.
REINF. STL. = 50 lbs.



X-SECTION Ø
N.T.S.

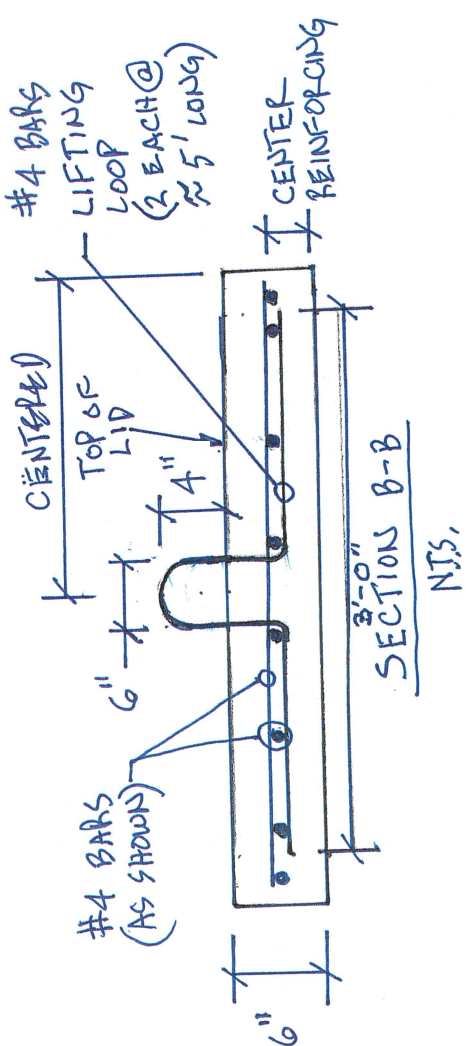
(1) SLOPE VARIES, 3:1 MAXIMUM

PROJ. CONC. FLUMME QTY'S
CONC. = 1.22 CY.
REINF. STEEL = 150 lbs.



X-SECTION 1
N.T.S.

#4 BARS @ 8" C/C EACH DIRECTION (TYP)



TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ROBERT FORD BRADLEY, herein-after called the "Grantor", certifies that he owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Lots Three (3) and Four (4), Block Four (4), PARK ADDITION, a subdivision of the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for it, its successors and assigns hereby grants, bargains, sells, and conveys unto the City of Stillwater, Oklahoma, a Municipal Corporation, herein-after called the "Grantee," its successors and assigns, a temporary construction easement through, over, under, and across portions of the following described real property:

A tract of land being a part of Lots Three (3) and Four (4), Block Four (4), PARK ADDITION, a subdivision of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

South Eighteen (18) Feet of Lot Four (4) and the South Fifty (50) Feet of Lot Three (3)

Said tract containing 4,080 square feet same being 0.09 acres more or less, less any existing Permanent Right Of Way or Temporary Construction Easement.

hereinafter called the "Subject Property,"

with the right of ingress and egress for the purpose of permitting Grantee to construct, operate, and build earthwork grading, overland stormwater drainage, and other appurtenances, through, over, under, and across the Subject Property, including all right, title and interest in and to any soil, earthen material, fixture and appurtenances within the boundary of the Subject Property.

Except as herein granted, the Grantor shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the Grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantor, his/her/their successors or assigns, nor shall the grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said area during construction.

It is a condition of this easement that it shall not be filed of record and that all rights acquired by the City of Stillwater herein pertaining to the above-described property shall terminate upon completion of construction of Stillwater Project Number 19TR04.

Provided further that damage to vegetation, topography and any lawn irrigation system located in the easement caused by said construction shall be restored to the preconstruction condition.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of February, 2024.

GRANTOR:

Robert Ford Bradley
Robert Ford Bradley

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State, on this 27 day of February, 2024, personally appeared Robert Ford Bradley to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Angela M. Davis
NOTARY PUBLIC

My Commission Expires:
My Commission Number:



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this _____ day of _____, 2024, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this _____ day of _____, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 25, 2024



Agenda Item:	4.c. CC-24-22
Previous/Related Action:	McElroy/Lewis/Redbud Interceptor Project: SUA-15-31 – Professional Services Agreement (PSA) with HDR SUA 20-01 – Contract Amendment 2 (CA2) with HDR.
Background/Issue:	This project provides for design and construction of 2,600 linear feet of undersized sewer interceptor along Lewis Street and McElroy Road. The project will eliminate sewer overflows and provide adequate capacity for future growth. The new sewer line requires right-of-way (ROW) or additional easement area from nine landowners. Prior to this action, easements from six landowners have been acquired.
Proposal/Solution:	Staff has completed landowner negotiations for the below temporary construction easement required for the project. Christina Gonzalez and Andrew N. Doust 120 E Randolph Ct. Parcel 11.1 - 10 feet in width Acceptance of easements is routine and there are no practical alternatives.
Financial Source/Impact:	The project budget contains sufficient funds to complete the proposed work.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the temporary construction easement required for the Redbud Sewer Project located at 120 E. Randolph Court and authorize the Mayor to execute the documents.
Prepared By:	Chris Humes
Reviewed By:	Candy Staring Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. 120_Randolph_Gonzalez_Agreement_SIGNED

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned certifies that, Cristina Gonzalez and Andrew N. Doust, husband and wife, hereinafter called the "Grantors," owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Lot Eight (8) RANDOLPH COURT, a Replat of Lots Two (2) and Three (3), in Block Six (6), SECOND SECTION WATSON HEIGHTS ADDITION, a part of SE/4, Section 11, Township 19 North, Range 2 East of the I.B.&M., City of Stillwater, Payne County, State of Oklahoma, according to the recorded Plat thereof.

and further that the Grantors, its successors and assigns, in consideration of the sum of Ten Dollars (\$10.00), in hand paid and other good and valuable consideration, does hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, herein-after called the "Grantee," its successors and assigns, the following described real estate:

BEING A TEN (10) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, TEN (10) FEET SOUTH OF THE NORTH PROPERTY LINE OF LOT EIGHT (8), RANDOLPH COURT, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE NORTHWEST CORNER (NW/COR) OF LOT EIGHT (8), OF RANDOLPH COURT;
THENCE SOUTH 00°44'59" EAST ALONG THE WEST LINE OF SAID LOT EIGHT (8), A DISTANCE OF 10.00' FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING TEN (10) FOOT WIDE EASEMENT BEING THE **POINT OF BEGINNING** (P.O.B.);
THENCE CONTINUING SOUTH 00°44'59" EAST ALONG THE WEST LINE OF SAID LOT EIGHT (8), A DISTANCE OF 10.00 FEET;
THENCE NORTH 88°54'22" EAST PARALLEL WITH THE NORTH LINE OF SAID LOT EIGHT (8), A DISTANCE OF 76.19 FEET TO A POINT ON THE WEST LINE OF AN EXISTING TWENTY (20) FOOT WIDE SEWER EASEMENT;
THENCE NORTH 08°39'26" WEST ALONG THE WEST LINE OF SAID TWENTY (20) FOOT WIDE SEWER EASEMENT, A DISTANCE OF 10.09 FEET TO A POINT ON THE SOUTH LINE OF SAID TEN (10) FOOT WIDE EASEMENT;
THENCE SOUTH 88°54'22" WEST ALONG THE SOUTH LINE OF SAID TEN (10) FOOT WIDE EASEMENT AND PARALLEL WITH THE NORTH LINE OF SAID LOT EIGHT (8), A DISTANCE OF 74.80 FEET TO THE **POINT OF BEGINNING** (P.O.B.).

The temporary construction easement contains 755 square feet or 0.02 acres more or less and is subject to all recorded easements and rights of way thereof.
hereinafter called the "Subject Property,"

with the right of ingress and egress for the purpose of constructing, building, repairing, expanding and replacing a sewer line and associated facilities, connections and appurtenances, for a period not to exceed twenty-four (24) months from the beginning of construction.

Cristina Gonzalez



Andrew N. Doust



City of Stillwater - Redbud Sewer Project
Project Parcel 11.1
Assessor Parcel 600000089

STATE OF Oklahoma)
) ss.
COUNTY OF Payne)

Before me, a Notary Public in and for said County and State on this 21 day of February 2024 personally appeared, Cristina Gonzalez and Andrew N. Doust, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Lacie Jones
NOTARY PUBLIC

My Commission Expires: 03/24/26
My Commission Number: 14002605

(SEAL)



STATE OF OKLAHOMA)

COUNTY OF PAYNE) ss.
)

NOW, on this _____ day of _____, 20____, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during an open meeting, does hereby approve and accept from the named Grantors this Temporary Construction Easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

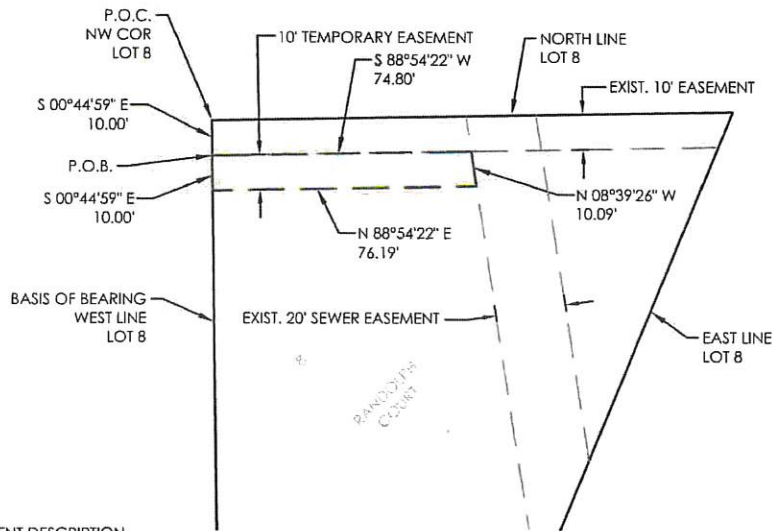
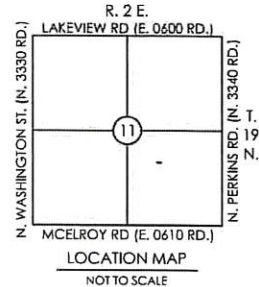
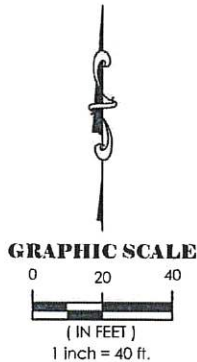
ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT PART OF LOT 8, RANDOLPH COURT CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA



TEMPORARY EASEMENT DESCRIPTION
BEING A TEN (10) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT, TEN (10) FEET SOUTH OF THE NORTH PROPERTY LINE OF LOT EIGHT (8), RANDOLPH COURT, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING (P.O.C.) AT THE NORTHWEST CORNER (NW/COR) OF LOT EIGHT (8), OF RANDOLPH COURT;
THENCE SOUTH 00°44'59\" EAST ALONG THE WEST LINE OF SAID LOT EIGHT (8), A DISTANCE OF 10.00' FEET TO A POINT ON THE SOUTH LINE OF AN EXISTING TEN (10) FOOT WIDE EASEMENT BEING THE POINT OF BEGINNING (P.O.B.);
THENCE CONTINUING SOUTH 00°44'59\" EAST ALONG THE WEST LINE OF SAID LOT EIGHT (8), A DISTANCE OF 10.00' FEET;
THENCE NORTH 88°54'22\" EAST PARALLEL WITH THE NORTH LINE OF SAID LOT EIGHT (8), A DISTANCE OF 76.19' FEET TO A POINT ON THE WEST LINE OF AN EXISTING TWENTY (20) FOOT WIDE SEWER EASEMENT;
THENCE NORTH 08°39'26\" WEST ALONG THE WEST LINE OF SAID TWENTY (20) FOOT WIDE SEWER EASEMENT, A DISTANCE OF 10.09' FEET TO A POINT ON THE SOUTH LINE OF SAID TEN (10) FOOT WIDE EASEMENT;
THENCE SOUTH 88°54'22\" WEST ALONG THE SOUTH LINE OF SAID TEN (10) FOOT WIDE EASEMENT AND PARALLEL WITH THE NORTH LINE OF SAID LOT EIGHT (8), A DISTANCE OF 74.80' FEET TO THE POINT OF BEGINNING (P.O.B.).

CONTAINING 755 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

NOTES:

THIS EXHIBIT IS A SEWER ROUTE AND DOES NOT REPRESENT A TRUE BOUNDARY SURVEY.

THIS EXHIBIT WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THERE MAY BE EASEMENTS OR OTHER MATTERS OF RECORD THAT AFFECT THIS PROPERTY, WHICH ARE NOT SHOWN HEREON.

BEARING BASIS: SOUTH 00°44'59\" EAST AS THE WEST LINE OF LOT EIGHT (8), OF RANDOLPH COURT.

LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
11	LOT NUMBER
—	PROPERTY LINE
---	TEMPORARY EASEMENT LINE

P:\5456\DWG\SHEETS\5456 120 E RANDOLPH COURT EASEMENT.DWG

PARTY CHIEF: RW
PROCESSED BY: MS
DRAWN BY: ZR
CHECKED BY: JP
SCALE: 1\"=40'
DATE: 12/14/2020
REVISION DATE: N/A



216 W. 6th Avenue, Stillwater, OK 74074 - Phone: (405) 372-0000 - Fax: (405) 372-0002
www.usmsurveying.com Oklahoma CA #6858





For City of Stillwater Use Only:

Invoice #:	
Invoice Date:	
Project #:	
Folder:	
PO #:	

Payable to:

Cristina Gonzalez and Andrew N. Doust

Mailing Address: **120 E. Randolph Court**
Stillwater, OK 74075-3841

Tax ID Number:

Property Address or Legal Description:

120 E. Randolph Court, Stillwater, OK 74075

RE: Redbud Sewer Project

Parcel Number: 11.1

Item	Description	Amount
11.1	Temporary Construction Easement	\$ 342.00
	Replace 85lf of wooden shadow box fencing	\$ 5,075.00
	Total	\$ 5,425.00
		(rd)

Attachments: None

PROPERTY OWNER

Cristina Gonzalez

Printed Name

Cristina Gonzalez

Signature

2/21/24

Date

Andrew N. Doust

Printed Name

Andrew N. Doust

Signature

2/21/2024

Date

APPROVAL

CHRIS E. HUMES

Project Manager

Chris E. Humes

Signature

3-12-24

Date

DAVID BARTH

Division Lead

David Barth

Signature

3-12-24

Date

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 25, 2024



Agenda Item:	4.d. CC-24-23
Previous/Related Action:	None.
Background/Issue:	Bids were solicited for mowing maintenance of 30 city-owned locations including parks, buildings, traffic islands, and rights of way. This is an annual bid that has been in place for the past several years to provide upgraded mowing maintenance for highly visible areas, and to reduce the mowing maintenance load on Public Works employees, allowing a focus on the larger parks.
Proposal/Solution:	Bids were solicited for a new maintenance agreement beginning in FY24/25. The bid was advertised in the Newspress, on the City's website and six potential bidders were notified of the bid. The low bid was received from Stillwater Turf Services, LLC. They are a local lawn and landscape business that has provided services to the City of Stillwater in past years.
Financial Source/Impact:	Adequate funds are budgeted in the FY24/25 budget for Landscape Maintenance.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends awarding the bid to Stillwater Turf Services, LLC. in the amount of \$134,880.00.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Lawn Care Contract Stillwater Turf Services

LAWN CARE SERVICES FOR CITY FACILITIES

This Contract made and entered into this ____ day of _____, 2024 by and between the CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, hereinafter called "Stillwater" and Stillwater Turf Services, LLC, hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City of Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has issued an Invitation for Bid and solicited bids and has received bids for the furnishing of all labor and materials for Lawn Care Services for City Facilities as outlined and set out herein in accordance with the terms and provisions of this contract; and

WHEREAS, the City of Stillwater, in the manner provided by law, has examined and canvassed the bids submitted and has selected the above-named Contractor for lawn care services for city facilities, and has duly awarded this contract to said Contractor, for the sum named in the bid, to wit:

\$ \$134,880.00

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED, THE PARTIES TO THIS CONTRACT HAVE AGREED, AND HEREBY AGREE, AS FOLLOWS:

1. Scope of Work & Contract Documents. The Contractor shall, in a good and first class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to complete said work in strict accordance with this contract and the following Contract Documents:

Entire Bid Packet for Lawn Care Services for City Facilities, Performance Bond, Certificate of Insurance for employer's liability, worker's compensation, comprehensive general liability, property damage, and automobile liability.

all of which said documents are on file in the office of the City Clerk, City of Stillwater, Stillwater, Oklahoma, and are made a part of this contract as fully as if the same were herein set out at length. Any terms and conditions contained in the Bid Packet are hereby incorporated and made a part of this service contract.

2. Term. The term of this Service Contract will begin upon award and execution of agreement with Stillwater and end on October 31, 2024.

Growing Season Extensions.

The parties understand and acknowledge that the term this agreement may need to be extended to allow for additional services to be provided based on the actual length of the growing season. The parties may extend the term of this Service Contract in writing prior to the expiration of the then current term.

3. Non-Appropriations. Contractor acknowledges that the City of Stillwater is subject to the debt limitation provisions of Article 10, § 14 of the Oklahoma Constitution. In the event that no appropriation is made that is sufficient to service this agreement, or any extension thereof for future fiscal years, then this agreement or the extension shall be null and void. The City of Stillwater shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

4. Monthly Payments. Stillwater shall make payments to the Contractor in the following manner: Payment will be processed monthly upon receipt of an accurate invoice from the Contractor.

5. Inspection of the Work. On completion of work, but prior to the acceptance thereof by Stillwater, it shall be the duty of the Project Manager or his designated representatives to determine, by examination that

said work has been completely and fully performed in accordance with the Contract Documents.

6. Hold Harmless & Indemnity. Contractor agrees to indemnify and hold Stillwater and its authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Contractor, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from the Contractor's operation in connection with the services to be performed hereunder.

7. Bonds and Insurance Required. The Contractor shall provide all required bonds and insurance as set forth in the contract documents. Failure to comply with the bonds and insurance requirements at all times during the performance of this Contract is grounds for immediate termination of this Contract.

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

8. Termination. This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach(es) specified in the notice. In the event termination is for the convenience of Stillwater, payment will be made for the value of all services rendered up to the time of termination. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by the Project Manager.

9. Choice of Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals. The parties agree that all causes of action shall be brought in the Federal or State Courts within the State of Oklahoma. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.

10. Equal Employment Opportunity. Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

11. Force Majeure. In no event shall Stillwater be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, or the declaration of a federal, state, or local emergency. In the event of a declared federal, state, or local emergency affecting Stillwater, Oklahoma, the City Manager shall have the unilateral right to suspend any or all services provided for under this Contract or to terminate this Contract without any liability whatsoever. In the event of termination, this Contract shall not be revived by the expiration of the declared emergency. In the event of suspension of any or all services during a time of declared emergency and upon expiration of said declared emergency, the parties may mutually agree in writing to resume services.

12. Authority to Bind. The undersigned individual states that s/he has the authority to bind Contractor to this Agreement, that s/he has read and understands the terms of this Agreement, and that Contractor agrees to be bound by this Agreement and its incorporated documents.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

(CONTRACTOR NAME)

Sign Here ▶ _____

Printed Name: _____

Title: _____

Date: _____

Executed this ____ day of _____, 2024.

CITY OF STILLWATER, OKLAHOMA,
a Municipal Corporation,

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk
(seal)

APPROVED:

Kimberly Carnley, City Attorney

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 25, 2024



Agenda Item:	4.e. CC-24-24
Previous/Related Action:	CC-21-235, CC-23-171
Background/Issue:	In December 2021, the Stillwater City Council approved a new radio system for public safety. This system is part of the Payne County radio system and is integrated into the statewide system, OK-WIN. The service agreement enables collaboration between the Department of Public Safety (DPS), the Office of Management and Enterprise Services (OMES), and the City of Stillwater for services related to the OK-WIN system.
Proposal/Solution:	Approve the agreement and authorize the Mayor to sign the agreement and corresponding appendixes.
Financial Source/Impact:	There is no fee associated with this agreement.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve the LMR services agreement with DPS, OMES, and the City of Stillwater; and authorize the Mayor to sign the agreement and corresponding appendixes.
Prepared By:	Rob Hill, Emerg.Mgmt. Dir.
Reviewed By:	Rob Hill Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. OKWIN LMR SA OK-WIN & City of Stillwater
2. OKWIN LMR SA - Appendix A
3. OKWIN LMR SA - Appendix B



OKWIN LMR SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”) is entered into between the City of Stillwater, Oklahoma, a political subdivision (hereafter “Entity”) and the State of Oklahoma (hereafter “State”) by and through the Office of Management and Enterprise Services (hereafter “OMES”) on behalf of the Oklahoma Department of Public Safety (hereafter “DPS” and collectively together, “Parties”), effective April 1, 2024 (the “Effective Date”). This Agreement represents the entire agreement between the Entity and State and supersedes all prior written and oral agreements between the Entity and State with respect to the subject matter herein.

WHEREAS, pursuant to certain duties set forth in 62 O.S. §34.11.1 et seq., the State Chief Information Officer, together with the Information Services Division of OMES as set forth in 62 O.S. §§ 34.12, 34.19, and 34.21, shall establish, implement, and enforce policies and procedure for the development and procurement of an interoperable radio communications system for state agencies. The State Chief Information Officer shall work with local governmental entities in developing the interoperable radio communications system; and

WHEREAS, pursuant to 62 O.S. §35.6.2, the Land Mobile Radio Public Safety Interoperability Cooperative (hereinafter referred to as “LMR-PSIC”) is established to focus on unifying, stabilizing and enhancing the infrastructure and capabilities for the land mobile radio public safety system communications for the State and shall collaborate with other public agencies, public entities and other interested parties having public safety radio communications requirements and resources; and

WHEREAS, pursuant to 74 O.S. §51.1a, the Oklahoma Office of Homeland Security shall establish minimum standards and protocols for acquisition, development, or enhancement of public safety communications technologies.

WHEREAS, the Oklahoma Wireless Information Network (hereinafter referred to as “OKWIN”) shall be used for public safety communications and to improve statewide interoperable communications.

NOW THEREFORE, the Parties are entering into this Agreement for the purpose of setting forth their respective duties and responsibilities in connection with the operation and maintenance of the OKWIN, and as such this Agreement shall encompass the Land Mobile Radio (“LMR” herein) services offered to the Entity by the State on behalf of the OKWIN. In furtherance of this Agreement, the Parties do hereby state as follows:

I. Definitions.

For purposes of this Agreement, the Parties hereby set forth the following definitions:

- a. “Agreement” means this document and all appendices, amendments, modifications, addenda and renewals thereof.
- b. “Entity” means one of the following who is a party to this Agreement and designated herein as an Entity:
 - i. Any governmental office, association, agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division body of any branch of a government, instrumentality, committee, public trust, and any entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act or other entity designed to act on behalf of a political subdivision;



- ii. Any sovereign American Indian Tribe, or an out of state county or municipality or governmental entity in its state of origin; and
 - iii. Any organization or association authorized to utilize contracts awarded by the State via a multistate or multigovernment contact.
- c. “Fleet-Mapping” means a process through which the ROC organizes and provisions Radio IDs and Talkgroup IDs to an Entity with an active agreement with the State.
 - d. “GOS” means Grade of Service, the percent chance that a site request will result in an unacceptable busy indication, typically of three seconds or longer, based on the busiest hour or site usage as averaged over the term of the Agreement.
 - e. “ID Assignment Agreement” is a written transfer agreement between the transferor & transferee whereby transferor assigns to transferee all transferor’s rights and assigns Radio IDs and/or Talkgroup IDs operating on the OKWIN.
 - f. “Management Control” means access and administrative permissions to alter or make configuration changes within the span of control authorized by the State.
 - g. “Master Site” means the digital controller and associated technology, owned by the State, residing in the City of Tulsa Public Safety Center located at 801 East Oklahoma Street, Tulsa, Oklahoma 74106.
 - h. “Mutual aid” means a talkgroup available to any public safety entity operating on OKWIN for incident command during planned and unplanned events, such as wildfires or pursuits.
 - i. “OKWIN” means Oklahoma Wireless Information Network; a digital trunked LMR communication system dedicated to public safety for the benefit of the Entities herein defined.
 - j. “Radio Unit” means a mobile, fixed, or portable radio communication device.
 - k. “ROC” means State Radio Operation Center that monitors operations and maintenance activities, performs administrative tasks, and serves as the help desk for the OKWIN. Contact the ROC by email at okwin@dps.ok.gov or by phone at 405-425-7233.
 - l. “Talkgroup” means a virtual radio channel created for a trunked radio system, such as OKWIN, that allows a group of Radio Units to talk, hence talkgroup.

II. Tiers of LMR Services Available Under OKWIN:

The State offers multiple tiers of service under the OKWIN. This section provides a brief overview of all levels of service available to the Entity. **Pursuant to the specifications in Appendix A, the Entity has selected Tier I, II, III LMR services from the State.** If and to the extent any LMR Services provision is duplicated and addresses the same or substantially the same subject matter but does not create an actual conflict, the higher tier is deemed to supersede the lower tier(s).

- a. Tier I LMR Services: Subscriber.
 - i. Tier I LMR services references the subscriber tier, in which the Entity procures their Radio Units and subscribes to the OKWIN. The Entity shall be granted access to mutual aids and any assigned or authorized Talkgroups. Assigned Talkgroups shall be restricted by the ROC to coverage adequate for their jurisdiction.



- ii. The ROC shall authorize, assign, and manage Radio ID and Talkgroup ID Fleet-Mapping for the Entity. The Entity shall ensure Radio Units are programmed with a valid Radio ID. Duplicate Radio IDs or unauthorized Radio IDs are subject to being inhibited or disabled by the ROC without notice. The ROC shall notify Entity within 72 hours of any inhibited or disabled Radio IDs.
- iii. Furthermore, the ROC shall maintain a minimum GOS of 3%. The Entity's request for Radio ID's or Talkgroup ID's, including change requests to Talkgroup profiles that expand coverage, may result in the Entity being required to purchase additional hardware or software to maintain the minimum GOS of 3%.
- iv. The Entity assumes all cost and responsibility for purchasing, tuning and maintaining Radio Units operating on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated.
- v. The Entity accepts all responsibility and agrees to maintain their Radio Units to the manufacturer's specifications.
- vi. The Entity shall provide to the State a complete inventory of all Radio Units assigned a Radio ID. The information provided shall include, at a minimum, the manufacturer, model, and serial number of each Radio Unit and the assigned Radio ID.
- vii. The Entity shall not interface a Radio Unit with a gateway or other bridging device without prior written approval from the ROC. Failure to notify and obtain written approval from the ROC may result in any associated Radio IDs being disabled without notice. The Entity shall notify the ROC of any undisclosed interfaces immediately upon discovery. Furthermore, failure to disclose such interfaces in good faith may result in termination of this Agreement and revocation of access to the OKWIN.
- viii. The Entity shall notify the ROC of any lost or stolen Radio Unit within twenty-four (24) hours of knowing or having reason to suspect a lost or stolen Radio Unit.
- ix. The Entity is solely responsible for emergency alarm activation monitoring. The emergency alarm feature shall be disabled if the Radio Unit is not monitored. Furthermore, the ROC is not liable for emergency alarm monitoring.

b. Tier II LMR Services: Wireline Console.

- i. Tier II LMR Services references a wireline console directly wired to OKWIN. The wireline console tier applies to an Entity with a console using a direct physical connection to the OKWIN or connected through a Console Sub-System Interface. The Entity shall be granted access to mutual aids and any assigned or authorized Talkgroups.
- ii. The ROC shall authorize and assign Site IDs for console sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating wireline console sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall



provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.

- iv. The Entity accepts all responsibility and agrees console sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the console site and the Master Site.
- vi. The Entity is solely responsible for emergency alarm activation monitoring. Furthermore, the ROC is not liable for emergency alarm monitoring.

c. Tier III LMR Services: Infrastructure Proprietor.

- i. Tier III LMR services references services provided to an Entity that is the proprietor of Infrastructure. The infrastructure proprietor tier applies to an Entity with a LMR tower site(s) using a direct physical connection to the OKWIN and that shall provide expanded coverage or greater density of coverage for the OKWIN. The ROC shall be responsible for management control.
- ii. The ROC shall authorize and assign Site IDs for radio tower sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
- vi. The ROC shall perform Management Control of all assigned sites, Radio IDs, and Talkgroup IDs on behalf of the Entity. Furthermore, the ROC shall maintain a minimum GOS of 3%.
- vii. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

d. Tier IV LMR Services: Infrastructure Manager.



- i. The Tier IV LMR services apply to an infrastructure manager tier where an Entity with a radio tower site(s) uses a direct physical connection to the OKWIN and provides expanded coverage or greater density of coverage for the OKWIN. The Entity is responsible for management control of their sites and associated technology. System level management control shall be coordinated and approved by and through the ROC.
- ii. The ROC shall authorize and assign Site IDs for radio tower sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
- vi. The Entity shall retain Management Control of all assigned sites, Radio IDs, and Talkgroup IDs. Furthermore, the Entity shall maintain a minimum GOS of 3%.
- vii. The Entity may transfer its rights and assigned Radio IDs and/or Talkgroup IDs to other entities operating primarily on radio tower sites assigned to the Entity, but Entity assumes all responsibility and liability for those entities. Furthermore, the Entity shall have ID Assignment Agreements with other Entities to whom they transfer their rights and assigned Radio IDs and/or Talkgroup IDs operating on the OKWIN. A copy of all such agreements shall be provided to the primary and secondary contacts listed in Appendix B. These contacts shall also be notified upon the termination or renewal of any of these agreements so that all assigned Radio IDs and Talkgroup IDs can be accounted for.
- viii. The Parties agree to minimize the number of Radio Units roaming into the exclusive domain of the other and shall obtain approval from same for such exceptions. In the event excessive roaming causes GOS degradation in excess of 3%, both the Entity and the State shall cooperate to resolve the matter in the most effective way to preserve public safety communications and to improve statewide interoperable communications.
- ix. The Entity shall be issued an advanced system key(s) for the OKWIN. The issued advanced system key(s) shall be set to expire after one (1) year and shall be renewed each year thereafter so long as the Entity has an active Agreement with the State for Tier IV LMR services. Furthermore, the Entity shall not distribute or grant access to the issued advanced system key to other parties without prior written consent from the State.



- x. The Entity agrees to participate in the Change Management Process for the OKWIN that governs the notification and approval of change requests with potential impact to programs and software, hardware, or any other voice and data processing service related to the OKWIN. The Change Management Process is further laid out in Appendix D and is incorporated into this Agreement by reference.
- xi. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

III. Miscellaneous.

- a. The Entity shall comply with all applicable federal and state statutes, laws, rules, and regulations, including but not limited to those of the Federal Communications Commission, as well as any policies or procedures issued by the State in regards to the OKWIN. Furthermore, the Entity acknowledges that, should any federal and/or state statutes, laws, rules, regulations, or policies and procedures change during the term of this Agreement and if this change necessitates a modification of the Agreement, the parties shall amend the Agreement in writing to include those changes.
- b. The Entity shall cooperate with, lend assistance to, and provide all information requested by the ROC.
- c. Pursuant to 62 O.S. §34.32 the State shall obtain an information security risk assessment to identify vulnerabilities associated with the OKWIN each year. The Entity acknowledges and agrees to cooperate and provide access for State assessors to inspect and review all components of the OKWIN, regardless of location. At a minimum, State assessors will perform the following as part of the risk assessment:
 - i. Review policies and processes, including but not limited to, audit logs, backups, generator checks, and security training;
 - ii. Review of physical security at selected facilities, such as doors, fences, cameras, locks and lighting, and review of technical security controls at the system and network layers; and
 - iii. Execute applicable tools, such as Nessus, Nap, antivirus logs, active directory, and router configuration, to check for vulnerabilities.

Furthermore, the Entity acknowledges and agrees to correct any findings, subject to appropriations availability, resulting from the information security risk assessment upon being notified, within a reasonable period as recommended by State assessors, of the deficit associated with the Entity and shall provide a written notice to the ROC when the findings are corrected. Failure to correct any findings may result in termination of the Agreement.

- d. All notices required or allowed pursuant to the terms hereof shall be in writing, which may be via electronic mail, and shall be deemed delivered when actually received by the applicable contact, as set forth herein.



IV. Notices.

All notices with regards to this Agreement [or any ID Assignment Agreement referenced in subsection II (d) (vii) herein] shall be sent to all parties listed in Appendix B. All notifications shall be made in writing to the addresses listed therein.

V. Rate and Fee Schedule.

The State retains the option to implement a rate and fee schedule as set forth by the LMR-PSIC to support life cycle management of the OKWIN on the condition that implementation of any such schedule shall be preceded by written amendment of the parties.

VI. Term.

The initial contract period shall begin on the Effective Date and shall extend through One (1) Year (the "Initial Term") with five (5) annual renewals, renewing automatically each year, unless terminated in accordance with applicable contract provisions or timely notice of non-renewal is issued. By mutual consent of the Parties hereto, it is intended that there shall be five (5) automatic annual renewals, subject to the terms and conditions set forth herein, each for duration of one (1) year.

After the Initial Term, the Agreement will annually renew automatically. Prior to each renewal, the State shall subjectively consider the value of this Agreement to the State. If the State determines changes are required as a condition precedent to renewal, the State and Entity will cooperate in good faith to evidence such required changes in an Amendment.

The terms of this Agreement and any purchase order issued for multiple years under this Agreement are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Agreement, or any other contract document, either of the Parties may terminate its obligations under this Agreement if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Agreement. The decision by a Party concerning whether sufficient appropriations are available shall be accepted by, and be final and binding on, the other Party.

VII. Termination

- a. Termination for Cause
 - i. The Entity may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) days written notification to the State. The State may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) day written notification to the Entity.
 - ii. The State may terminate this Agreement immediately, in whole or in part, without a sixty (60) day written notice to the Entity, when violations are found to be an impediment to the function of the State and detrimental to the cause of an Entity, when conditions preclude the sixty (60) day notice, or when the State determines that an administrative error occurred prior to Agreement performance.
 - iii. If this Agreement or certain obligations hereunder are terminated, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for payment for products



provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

b. Termination for Convenience

- i. The State may terminate this Agreement, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Agreement by delivering to the Entity a notice of termination for convenience specifying the terms and effective date of termination. The Agreement termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State.
- ii. The Entity may terminate this Agreement, in whole or in part, for convenience if notification is made in writing to the primary and secondary contacts listed in Appendix B as follows:
 1. For Tier I and/or Tier II Services, notification of termination must be made two (2) months in advance.
 2. For Tier III and/or Tier IV Services, notification of termination must be made four (4) months in advance.
- iii. If this Agreement or certain obligations hereunder are terminated pursuant to this section, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for products provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

VIII. Negotiated Terms.

- a. The Parties have negotiated additional terms and responsibilities of LMR services and certain other terms of this Agreement as set forth in the following appendices to this Agreement, the terms of which are attached hereto and incorporated herein:

Appendix A	Additional Terms and Responsibilities
Appendix B	Contact Information
Appendix C	Dispute Process and Resolution
Appendix D	Change Management Process
Appendix E	Signatory Authorization

If any subject matter or provision is addressed in multiple documents, the most recent provision is deemed to supersede the earlier version.



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IN WITNESS WHEREOF, each of the Parties has entered into and caused its duly authorized representative to execute this Agreement.

STATE OF OKLAHOMA

**CITY OF STILLWATER,
OKLAHOMA
a political subdivision**

Authorized Signatory (See Appendix E)

William H. Joyce, Mayor

Date

Date

ATTEST

Teresa Kadavy, City Clerk

APPROVED

Kimberly Carnley, City Attorney



APPENDIX "A"

Additional Terms and Responsibilities

I. Additional Terms.

- a. The Entity shall be granted the following LMR Services: Tier I, Tier II, Tier III, and Tier IV.
- b. The Entity shall be allocated XXX Radio ID's within the range of XXX through XXX. (See Trunked Radio User licensing below). All Radio ID's outside of the allocated range shall be vacated within one (1) year of the Agreement.
- c. The Entity shall be allocated XXX Talkgroup ID's within the range of XXX through XXX. All Talkgroup ID's outside of the allocated range shall be vacated within one (1) year of the Agreement.
- d. The Entity shall be licensed for the following:
 - i. Affiliation Display (X);
 - ii. Dynamic Reports (X);
 - iii. MCC7500/MCC7100 Console (X units of 5 each);
 - iv. P25 FDMA Trunking Operation Site (X);
 - v. Provisioning Manager (X);
 - vi. Radio Control Manager (X);
 - vii. System Historical Reports (X);
 - viii. Trunked Radio User (X units of 500 each);
 - ix. Unified Event Manager (X);
 - x. Unified Network Configurator (X);
 - xi. Zone Historical Reports (X); and
 - xii. ZoneWatch (X).

II. State Responsibilities.

- a. None

III. Entity Responsibilities.

- a. None



IN WITNESS THEREOF, each of the Parties further agrees to these additional terms and responsibilities as outlined herein.

STATE OF OKLAHOMA

CITY OF STILLWATER, OKLAHOMA
a political subdivision

Authorized Signatory (See Appendix E)

William H. Joyce, Mayor

Date

Date



APPENDIX “B”

Contact Information

With respect to issues related to the Agreement and performance thereof, the following persons at State and the Entity, respectively, are the primary and secondary contacts:

State Primary and Secondary Contact:

Primary Contact: Nicholas Carrao
Title: Director of Communications & Electronic Services
Address: 728 E I-240 Service Road, Oklahoma City, OK 73149
Telephone: (405) 425-7237
E-mail: Nicholas.Carrao@dps.ok.gov

Secondary Contact: James Rinta
Title: Deputy Director of Communications & Electronic Services
Telephone: (405) 425-7218
E-mail: James.Rinta@dps.ok.gov

Entity Primary and Secondary Contact:

Primary Contact: Teresa Kadavy
Title: City Clerk
Address: 723 S. Lewis St., Stillwater, OK 74076
Telephone: (405) 742-8243
E-mail: teresa.kadavy@stillwater.org

Secondary Contact: Kimberly Meek
Title: City Manager
Telephone: (405) 742-8209
E-mail: kimberly.meek@stillwater.org

Each party will provide the other with prompt written notice of revised contact information if either the primary or secondary contact listed herein is changed.

STATE OF OKLAHOMA

**CITY OF STILLWATER, OKLAHOMA, a
political subdivision**

Authorized Signatory (See Appendix E)

William H. Joyce, Mayor

Date

Date

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 25, 2024



Agenda Item:	4.f. CC-24-25
Previous/Related Action:	• April 5, 2022: Fire Station #2 Bond Issue approval by voters. • August 15, 2022, CC-22-150: Authorization for City Manager to enter into architectural design services and construction manager at risk agreements. • December 19, 2022, CC-22-219: Approval for agreement with OSU for Owner’s Representative Construction Services. • December 18, 2023, CC-23-170: Work Pkg 1 Bid Award. • January 8, 2024, CC-24-04: IGMP Increase and Partial Lump Sum Conversion. • March 4, 2024, CC-24-20: Approval for Crossland’s Award of Construction Contracts.
Background/Issue:	• On April 5, 2022, Stillwater residents approved a \$9 Million bond issue to construct a new fire station to replace the existing Fire Station No. 2. • Through qualification-based processes, Kirkpatrick Architecture Studio (now Brandstetter Carroll, Inc.) was selected as the Architect and Crossland Construction Co. was selected as the Construction Manager at Risk (CMAR). • Work Package 1 (WP1) was awarded in December 2023 and the IGMP, Project Schedule and WP1 Partial GMP were approved in January 2024. • Work Package 2 (WP2) bid opening occurred on February 7, 2024. • Approval for Crossland to award the contracts occurred on March 4, 2024. • WP2 Lump Sum Conversion exhibits must be executed in order for Crossland to contract with its subcontractors.
Proposal/Solution:	• The direct bids received by Crossland from its subcontractors for the accepted trades, including alternates, total \$4,243,162. The trades accepted for WP2 include: 1. Building concrete

	2. Masonry 3. Door assemblies – install 4. Glass and glazing 5. Overhead doors 6. Gypsum assembly and ceiling systems 7. Flooring and wall tile 8. Painting and wall coverings 9. Polished concrete 10. Specialties 11. Signage 12. Appliances 13. Window treatments 14. Double stack bunker gear 15. General trades 16. Plumbing 17. HVAC 18. Electrical and low voltage, fire alarm, security system 19. Landscape, irrigation and plantings • A \$25,000 allowance for embedments is being approved by staff so that foundation work can proceed without the structural steel trade being awarded under WP2. • No contingency is associated with WP2 Lump Sum conversion. Staff and Crossland anticipate converting savings to contingency through various reductions recommended by Crossland. • With increases for bonding, insurance, general conditions, project support and the 4% CMAR Fee, the total lump sum conversion for WP2 is \$5,045,101.72.
Financial Source/Impact:	The project is funded through the proceeds of the \$9 Million bond sale.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Staff recommends a motion to: • Approve Amendment No. 2 and Exhibit C-2 to the CMAR Services Agreement regarding a partial lump sum conversion for Work Package #2 to Guaranteed Maximum Price and authorize the City Manager to execute said Amendment No. 2.
Prepared By:	Candy Staring, Engineering Dir.

Reviewed By:	Candy Staring
	Teresa Kadavy
	Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Exhibit C-2 v4 - FINAL assembled NEW

**AMENDMENT TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES**

Amendment No. 2

1. Background Data:

- a. Effective Date of Owner-CMAR Agreement: October 10, 2023
- b. Owner: City of Stillwater, Oklahoma
- c. CMAR: Crossland Construction Company, Inc.
- d. Project: Stillwater Fire Station #2 Construction

2. Background Information:

- a. The contract identified above (“Agreement”) was executed as a construction manager at risk contract in accordance with the Oklahoma Construction Management Act for Political Subdivisions, 61 O.S. 215-221.
- b. 61 O.S. 217,D.4, provides, in part: “Once the bids are accepted by the construction manager and awards made by the subdivision and the subdivision indicates its bonding preference, as noted below, but before written agreements are executed, the construction manager will prepare a guaranteed maximum price (GMP) for the project or relevant portion of the work, as an amendment to the contract.”
- c. A portion of the work, identified as “Bid Package 1” was previously awarded by the Owner and is underway. The Agreement was amended on January 9, 2024 to adopt the parties’ agreement that the Guaranteed Maximum Price for the portion of the work including Pre-Construction Services and Bid Package #1 is \$1,330,888.13.
- d. A second portion of the work, identified as “Bid Package 2” has been awarded by the Owner and the CMAR is prepared to enter into written agreements with subcontractors and suppliers.

3. Amendment:

The Agreement is amended as follows: The parties agree that the Guaranteed Maximum Price for the portion of the work including Pre-Construction Services, Bid Package #1 and Bid Package #2 is \$6,375,989.85, as detailed in Exhibit C-2 to this Amendment No. 2. Exhibit C-2 shall become Exhibit C-2 to the Original Agreement.

4. Entirety of Agreement: Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

5. Effective Date: This Amendment No. 2 is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by their duly authorized officers or representatives on the dates set forth below.

OWNER:

City of Stillwater, Oklahoma

By: _____

Title: Kimberly Meek, City Manager

Date Signed: _____

CONSTRUCTION MANAGER AT RISK:

Crossland Construction Company, Inc.

By: _____

Title: Aaron Stoops, Vice President

Date Signed: _____

EXHIBIT C-2

TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
LUMP SUM PRICE, PARTIAL CONVERSION
Fire Station #2

**Summary of Partial Lump Sum
Partial Conversion Through Work Package 2**

Work Package #1 (Exhibit C-1 Executed on January 9, 2024)

Preconstruction Services

Preconstruction	<u>\$33,825.00</u>	\$33,825.00
-----------------	--------------------	-------------

Cost of Direct Project Support	\$ 54,111.43	
Cost of the Work	<u>\$1,168,803.48</u>	\$1,222,914.91

Fee (4% of Cost of the Work)	\$ 42,370.41	
Construction Contingency (3% of Cost of Work)	<u>\$ 31,777.81</u>	<u>\$ 74,148.22</u>

Total Work Package #1 Partial Guaranteed Maximum Price		\$1,330,888.13
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<continued>

Work Package #2

Cost of Direct Project Support
Cost of the Work ⁽¹⁾

\$ 198,408.57
\$ 4,675,966.68
\$4,874,375.25

Fee (4% of Cost of the Work ⁽²⁾)
Construction Contingency ⁽³⁾

\$ 170,726.47
\$ 0.00
\$ 170,726.47

Alternates Accepted:

- Accept 350 kW Generator
- Remove Entry Element
- Remove 4-Fold Doors
- Remove Generator Enclosure
- Remove Grade Beams
- Remove Roof Mechanical Screen

Alternates Sub-Total: **INCORPORATED ABOVE**

Notes:

- (1) Includes \$25,000 for embedments.
- (2) Modifications to contingency will include an accounting of the proportionate modification to the Construction Manager's Fee.
- (3) Owner and CMAR agree to work cooperatively to increase contingency through reductions to Cost of the Work. Refer to Attachment 1 to this Exhibit C-2 for a list of potential reductions.

Total Work Package #2 Partial Guaranteed Maximum Price \$5,045,101.72

Total Work Package #1 and #2 Partial Guaranteed Maximum Price \$6,375,989.85

RECOMMENDED:

By: _____
Candy Staring, City Engineer
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
Kimberly Meek, City Manager
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
Aaron Stoops, Vice President
Construction Manager: Crossland Const. Co., Inc.

Date: _____

Attachment 1 to Exhibit C-2. (Page 1 of 2)
Value Engineering (VE) Items for Work Package 2

Project: Stillwater Fire Station No. 2 - Bid Package #2

Date: 3/11/2024



Item #	Category	BP1 & BP2 Subs	BP3 Subs	Potential Value	Status	Accepted Value	Pending Value	Rejected Value	Held Value
1	Shallow foundations	E		(\$60,000)	R	\$0	\$0	(\$60,000)	\$0
1.1	Shallow foundations (Pier Removal) (3A - Lithko)	(\$60,000)		(\$60,000)					
1.2	Grade Beam Changes (3A - Lithko)								
2	West Elevation Columns - Direction Needed			\$0	P	\$0	\$0	\$0	\$0
2.1	Reduced Steel (5A - Steel)			\$0					
2.2	Reduced Concrete (3A - Lithko)			\$0					
2.3	Reduced Masonry (4A - J2 Lonestar)			\$0					
3	Reduce Generator Pad	C		(\$7,500)	A	(\$7,500)	\$0	\$0	\$0
3.1	Reduce Generator Pad - Turning Point (BP1)	(\$7,500)		(\$7,500)					
4	Alternate Split Face	E		(\$1,500)	A	(\$1,500)	\$0	\$0	\$0
4.1	Alternate Split Face CMU (4A - J2 Lonestar)	(\$1,500)		(\$1,500)					
5	Alternate Cast Stone	E		(\$1,000)	A	(\$1,000)	\$0	\$0	\$0
5.1	Alternate Cast Stone Manufacturer (4A - J2 Lonestar)	(\$1,000)		(\$1,000)					
6	Welded Moment Connections		C	(\$9,000)	P	\$0	(\$9,000)	\$0	\$0
6.1	Fully welded Moment Connections (28 total) to bolted moment (5A Steel)		(\$9,000)	(\$9,000)					
6.2									
7	Delete Covered Patio (2/3 = \$132,053)	E	E	(\$204,095)	A	(\$204,095)	\$0	\$0	\$0
7.1	Delete patio infill Steel (F) (5A - Steel)		(\$18,805)	(\$18,805)					
7.2	Delete Patio Infill IPE (F) (9A - O-Construction)	(\$3,000)		(\$3,000)					
7.3	Delete Roofing & Insulation (7A - Roofing)		(\$56,339)	(\$56,339)					
7.4	Delete Patio Structural Steel (5A - Steel)		(\$78,155)	(\$78,155)					
7.5	Delete Patio Concrete (3A - Lithko)	(\$26,796)		(\$26,796)					
7.6	Delete Louver (5A - Steel) + (9A - O-Construction)		(\$10,000)	(\$10,000)					
7.7	Delete Rain Chains (7A Roofing)		(\$1,000)	(\$1,000)					
7.8	Delete Painting (9C - ALPR)	(\$3,000)							
7.9	Delete Fans & Lighting (26A - Houston Electric)	(\$10,000)		(\$10,000)					
8	Mezzanine Rails Alternate		C	(\$2,500)	A	(\$2,500)	\$0	\$0	\$0
8.1	Mezzanine rails picket in lieu of mesh (5A - Steel)		(\$2,500)	(\$2,500)					
9	Reduce Shroud Design		C	(\$10,000)	A	(\$10,000)	\$0	\$0	\$0
9.1	Reduce Shroud Design (5A - Steel)		(\$10,000)	(\$10,000)					
10	Deferred Alternate Steel Costs		C	(\$60,000)	P	\$0	(\$60,000)	\$0	\$0
10.1	Steel Removal @ Entry Element (5A - Steel)		(\$24,000)	(\$24,000)					
10.2	Steel Removal @ Generator Pad (5A - Steel)		(\$17,000)	(\$17,000)					
10.3	Steel Removal @ Roof Mechanical Screen (5A - Steel)		(\$19,000)	(\$19,000)					
11	Remove East and West Clerestory Windows (Direction Needed)	E	E	(\$23,925)	A	(\$23,925)	\$0	\$0	\$0
11.1	Remove Steel (5A - Steel)		(\$10,000)	(\$10,000)					
11.2	Remove Windows (8C - ACG Glass)	(\$28,425)		(\$28,425)					
11.3	Add Masonry (4A - J2 Lonestar)	\$14,500		\$14,500					
12	Delete Dumpster Gate		E	(\$2,500)	P	\$0	(\$2,500)	\$0	\$0
12.1	Dumpster Gate Steel (5A - Steel)		(\$2,500)	(\$2,500)					
13	Purchased Lockers vs Millwork Lockers		C	(\$101,176)	P	\$0	(\$101,176)	\$0	\$0
13.1	Add Purchased Lockers (Standard Finishes)		\$36,987	\$36,987					
13.2	Deduct Millwork Lockers (6A - Millwork)		(\$138,163)	(\$138,163)					
14	Millwork Bed Frames		E	(\$53,381)	P	\$0	(\$53,381)	\$0	\$0
14.1	Deduct Custom Millwork Frames (6A - Millwork)		(\$93,381)	(\$93,381)					
14.2	Add Purchased Frames (FF&E) (6A - Millwork)		\$40,000	\$40,000					
15	Millwork Reductions		E	(\$26,000)	P	\$0	(\$26,000)	\$0	\$0
6.1	Day Room Elevation - Reduce scope (6A - Millwork)		(\$10,000)	(\$10,000)					
6.2	Remove Window Sills - Gyp Finish (6A - Millwork)		(\$6,000)	(\$6,000)					
6.3	Dining Elevation (6A - Millwork)		(\$10,000)	(\$10,000)					
16	Standing Seam Roof - 22g to 24g		E	(\$13,000)	A	(\$13,000)	\$0	\$0	\$0
16.1	22g standing seam metal roof - \$2/SF difference (7A - Roofing)		(\$13,000)	(\$13,000)					
17	Spray Foam Scope Swap	C		(\$9,995)	R	\$0	\$0	(\$9,995)	\$0
17.1	Batt Insulation (O Construction)	(\$28,565)		(\$28,565)					
17.2	Spray Foam (Texas Insulation)	\$18,570		\$18,570					
18	Exterior		E	(\$7,650)	A	(\$7,650)	\$0	\$0	\$0
7.1	Reduce Walkpads by 50% (7A - Roofing)		(\$7,650)	(\$7,650)					
19	Metal Panels to EIFS		E	(\$123,640)	R	\$0	\$0	(\$123,640)	\$0
7.1	Metal Panels (7C Metal Panels)		(\$123,640)	(\$123,640)					
7.2	EIFS (7D - EIFS)								
20	Remove Ice & Water Shield		E	(\$6,500)	A	(\$6,500)	\$0	\$0	\$0
20.1	Remove ice and water shield on TPO (7A - Roofing)		(\$6,500)	(\$6,500)					
21	Exposed Fastener Metal Panels		E	(\$30,243)	P	\$0	(\$30,243)	\$0	\$0
21.1	Exposed Fastener Metal Panels (7C Metal Panels)		(\$30,243)	(\$30,243)					
22	Knock Down Frames		E	(\$4,000)	P	\$0	(\$4,000)	\$0	\$0
22.1	Knock Down HM Frames (8A - Door Supply)		(\$5,000)	(\$5,000)					
22.2	Door Frame Install (9A - O-Construction)		\$1,000	\$1,000					
23	Skylights		C	(\$9,428)	A	(\$9,428)	\$0	\$0	\$0
23.1	Delete Skylights (7A - Roofing)		(\$9,428)	(\$9,428)					
24	Polished Floors	C		(\$3,500)	A	(\$3,500)	\$0	\$0	\$0
24.1	Class A finish in lieu of Class B Finish - Polished Concrete (9E - Crossland)	(\$3,500)		(\$3,500)					
25	Acoustical CMU	C		(\$2,400)	P	\$0	(\$2,400)	\$0	\$0
25.1	Replace acoustical CMU with typical CMU (4A - J2 Lonestar)	(\$2,400)		(\$2,400)					
26	Specialties	E		(\$3,281)	P	\$0	(\$3,281)	\$0	\$0
26.1	Alternate Products Package (5% Reduction Goal)	(\$2,281)		(\$2,281)					
26.2	Alternate Corner Guards (10A - Murray Womble)	(\$1,000)		(\$1,000)					
27	Sunshade Canopy (Removed from GMP)			\$0	A	\$0	\$0	\$0	\$0
27.1	Delete Fixed Aluminum Sunshades Scope			\$0					
28	Residential Appliances	E		(\$1,379)	A	(\$1,379)	\$0	\$0	\$0
28.1	Alternate Appliance Package (5% Reduction Goal) (11A - Crossland)	(\$1,379)		(\$1,379)					
29	Furnishings	C		(\$1,900)	R	\$0	\$0	(\$1,900)	\$0
29.1	Remove Cubicle Track and Curtain - Required by Code (12A - Contract Drapery)	(\$1,900)		(\$1,900)					
30	Fire Suppression (new number included in summary)			\$0	A	\$0	\$0	\$0	\$0
30.1	Rebid. Subs extorting/gouging			\$0					
31	Plumbing Fixture Package	E		\$0	P	\$0	\$0	\$0	\$0
31.1	Alternate Fixture Package (22A - Patriot)	(\$5,000)							
32	Standard Curbs in Lieu of Powdercoat	E		(\$3,000)	A	(\$3,000)	\$0	\$0	\$0
32.1	Standard curbs in lieu of custom powdercoat - only needed on standing seam. Can be removed from TPO. (23A HVAC)	(\$3,000)		(\$3,000)					
33	Commissioning	C		(\$20,000)	A	(\$20,000)	\$0	\$0	\$0
33.1	Remove commissioning requirement (23A - Vision Air)	(\$20,000)		(\$20,000)					
34	Electrical Fixtures	E		(\$20,000)	P	\$0	(\$20,000)	\$0	\$0
34.1	Alternate Fixture Package (26A - Houston Electric)	(\$20,000)		(\$20,000)					
35	Feeders	E		(\$10,000)	A	(\$10,000)	\$0	\$0	\$0
35.1	Aluminum Feeders in Lieu of Copper (26A - Houston Electric)	(\$10,000)		(\$10,000)					
36	Lightning Projection	C		(\$29,825)	R	\$0	\$0	(\$29,825)	\$0
36.1	Delete Lightning Protection (26A - Houston Electric)	(\$29,825)		(\$29,825)					
37	Acoustical Deck		E	(\$11,107)	P	\$0	(\$11,107)	\$0	\$0
37.1	Remove Acoustical Deck in Apparatus bays with typical deck (5A - Steel)		(\$11,107)	(\$11,107)					
38	Bollard Lights	E		(\$6,000)	A	(\$6,000)	\$0	\$0	\$0
38.1	Remove from project - Light sidewalk from building exterior (26A - Houston Electric)	(\$6,000)		(\$6,000)					
39	Gutters & Downspouts		E	(\$1,000)	A	(\$1,000)	\$0	\$0	\$0
39.1	Standard finish in lieu of Galvanized (7A - Roofing)		(\$1,000)	(\$1,000)					
40	Floor Mats	E		(\$3,000)	A	(\$3,000)	\$0	\$0	\$0
40.1	Remove Depressed Slab (3A - Lithko)	(\$1,500)		(\$1,500)					
40.2	Simple Entrance Mat (9B - TCS Flooring)	(\$1,500)		(\$1,500)					
41	Recessed Slabs	E		(\$5,000)	A	(\$5,000)	\$0	\$0	\$0
41.1	Remove Depressed Slabs in Restrooms - make flush. (3A - Lithko)	(\$5,000)		(\$5,000)					
41.2									

Attachment 1 to Exhibit C-2. (Page 2 of 2)
Value Engineering (VE) Items for Work Package 2

42	Glazed Brick	C		(\$6,300)	P	\$0	(\$6,300)	\$0	\$0
42.2	Glazed Brick to Regular Brick	(\$6,300)		(\$6,300)					
43	Solid Surface In Lieu of Quartz Countertops		C	(\$17,229)	P	\$0	(\$17,229)	\$0	\$0
43.1	Wilsonart Pompeii Quartz 2CM (6A - Millwork)		(\$33,062)	(\$33,062)					
43.2	Solid Surface Countertops (6A - Millwork)		\$15,833	\$15,833					
44	Alternate Ceiling Panel			\$0	P	\$0	\$0	\$0	\$0
44.1									
45	Bunker Gear AirHawk 1000		E	(\$2,000)	P	\$0	(\$2,000)	\$0	\$0
45.1	Remove AirHawk 1000 in bunker gear (23A - Vision Air)		(\$2,000)	(\$2,000)					
46	Ceiling Fans (14)		E	\$0	P	\$0	\$0	\$0	\$0
46.1	Delete Ceiling Fans, Keep infrastructure (23A - Vision Air)		(\$2,800)						
47	Mezzanine Walls (555 SF)		E	(\$8,892)	P	\$0	(\$8,892)	\$0	\$0
47.1	Frame Mezzanine Walls (9A - O Construction)		\$8,892	\$8,892					
47.2	Delete CMU (4A - J2 Industries)		(\$17,784)	(\$17,784)					
48	Deduct Premium Grade Extras at Sleep Alcoves		C	(\$51,491)	P	\$0	(\$51,491)	\$0	\$0
48.1	Deduct Premium Grade Extras (6A - Millwork)		(\$51,491)	(\$51,491)					
		(\$270,993)	(\$714,144)			Accepted Value	Pending Value	Rejected Value	Held Value
					Totals	(\$339,977)	(\$409,000)	(\$225,360)	\$0

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 25, 2024



Agenda Item:	4.g. CC-24-26
Previous/Related Action:	N/A
Background/Issue:	• 12th Avenue between Western Road east to nearly Willis Street is a three-lane and between Willis Street and Duck Street is a four-lane arterial with no dedicated turn lanes. • Several future developments, which will generate significant traffic volumes, are currently in the planning stages along the south side of this 12th Avenue corridor between Western Road and Knoblock Street. • City staff desire a solution for the ingress, egress and traffic flow along this corridor to support the future developments.
Proposal/Solution:	• The City is currently under contract with a design firm, Kimley-Horn, who is highly qualified to perform traffic study analyses as well as the geometric roadway design required for this corridor. • Staff has negotiated a \$79,400 amendment with Kimley-Horn to provide professional services for the necessary traffic study and geometric analyses along the 12th Avenue Health Corridor.
Financial Source/Impact:	Funds will be appropriated from Fund 260 – Transportation Sales Tax.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Authorize the City Manager to execute design amendment and related documents; • Authorize \$87,500 in project expenditures for the study and contingency; and • Approve the associated Budget Amendment to appropriate this funding.

Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Engineering - Health Corridor - 3.25.2024 - Expenditure CS signed
2. 20240313-12TH HEALTH CORR-Exhibit K Amendment 04_Final KH Signed



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

Budget Amendment Request
For Budget Year 2024

Office: 405.372.0025
Web: stillwater.org

Date: 03/14/2024

Department: Transportation Requested by: Candy Staring

Expenditures:

Increase budget appropriations for Amendment #4 with Kimley-Horn to provide professional services for the 12th Avenue Health Corridor Study. Funding is from the Transportation Sales Tax fund.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Pavement Reconstruction	2604035 - 54020	24TR06260	\$ 0	\$ 87,500	\$ 87,500
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 87,500

Date: 13 March 2024

Reviewed by Department Manager: Candy Staring

Reviewed by Finance: Date:

Approved by CMO: Date:

Approved by City Council: Date:

Processed by Finance: Date:

Set ID: Date Sent to SA&I: Date:

--Print on Yellow Paper--

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 21, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 04

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: September 21, 2020
- b. Owner: City of Stillwater, Oklahoma/Stillwater Utilities Authority
- c. Engineer: Kimley-Horn and Associates, Inc.
- d. Project: College Gardens Water and Sewer Line Improvements

2. *Description of Modifications:*

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

See Attachment 1 for description of additional services.
- 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: n/a
- c. The responsibilities of Owner are modified as follows: n/a
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - 1) Traffic Circulation Study - \$49,700 (Lump Sum)
 - 2) Geometric Layouts - \$22,100 (Lump Sum)
 - 3) Bridge Evaluation - \$7,600 (Lump Sum)
- e. The schedule for rendering services is modified as follows:

See Attachment 1 for Amendment 4 schedule.
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: n/a

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>1,642,400.00</u>
b. Net change for prior amendments:	\$ <u>328,800.00</u>
c. This amendment amount:	\$ <u>79,400.00</u>
d. Adjusted Agreement amount:	\$ <u>2,050,600.00</u>

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 _____.

OWNER: City of Stillwater, Oklahoma/Stillwater
Utilities Authority

ENGINEER: Kimley-Horn and Associates, Inc.

By: Kimberly Meek

Title: City Manager/General Manager

Date Signed: _____



By: Bradley J. Hill

Title: Regional Contract Lead

Date Signed: March 13, 2024

ATTACHMENT 1
Amendment 4 (W 12th Avenue Health Corridor Study – Stillwater, OK) to
Professional Services Agreement for 21WL04 College Gardens Water
and Sewer Line Improvements

Additional Services Understanding

Engineer understands the Owner desires to study the 12th Avenue Health Corridor from Western Road to Duck Street for traffic impacts from the planned athletic complex and YMCA development south and east of the Stillwater Medical Center. Recommendations for improvements may include the addition of turn lanes, traffic signals, and conceptual roadway layouts for the sports complex.

Subject Study Area



Additional Services

Engineer will provide the services specifically set forth below.

Task 1 – Traffic Circulation Study

Task 1.1 – Existing Traffic Data Collection

Traffic Study Extents: W 12th Avenue corridor from S Western Street to S Duck Street.

Existing Data Collection: To include the following:

- Collect 12 hour turning movement counts at up to four (4) intersections. Peak hour turning movement counts will include vehicle classifications and pedestrian/bicycle traffic. This data collection is anticipated at the following intersections:
 1. W 12th Avenue at S Blakely Street
 2. W 12th Avenue at S Blakely Street
 3. W 12th Avenue at S Adams Street
 4. W 12th Avenue at Stillwater Medical Plaza – East Driveway
 5. W 12th Avenue at S Washington Street
 6. W 12th Avenue at S Duck Street
- Collect three (3) 24-hour hose counts at a location along W 12th Avenue near the turning movement counts above.
- Perform a field audit of the corridor to observe traffic and intersection operations during peak hours and existing roadway widths.

ATTACHMENT 1
Amendment 4 (W 12th Avenue Health Corridor Study – Stillwater, OK) to
Professional Services Agreement for 21WL04 College Gardens Water
and Sewer Line Improvements

Task 1.2 – Trip Generation and Site Circulation Analysis

Existing and Future Traffic Volume Development: This task includes the following:

- Review historic traffic volumes provided in the area compared to collected traffic volumes to determine average annual traffic growth
- Review provided conceptual site plans for intensity of development
- Review proposed develops in the area that could contribute to peak hour study area traffic
- Forecast future traffic for site opening and a horizon year (2026 and 2034) utilizing trip generation and distribution based on the proposed developments and a background traffic growth rate

Evaluation: Review intersection operations and capacity. This task includes the following:

- Perform peak hour intersection analysis for the corridor using Synchro 11™ for analysis for both existing and the future forecasted traffic scenarios
- Perform corridor link level analysis based on the existing and forecasted traffic volumes

Circulation Analysis: This task includes the following:

- Develop up to three (3) ingress/egress routing scenarios for further review, including cross connections with different access points and well as utilizing the roadway network differently
- Review internal circulation within the site for potential improvements including parking lot layout, circulation, drive isle configuration, etc.

Task 1.3 – Intersection Geometry and Traffic Signal Warrant Analysis

Evaluation: Review geometry and signal warrant. This task includes the following:

- Refine up to two (2) site circulation concepts for further review
- Evaluate proposed intersection operations and potential modifications
- Perform a traffic signal warrant analysis at up to four (4) intersections based on the traffic signal volume warrants based on the latest edition of the MUTCD

Recommendations: Develop intersection geometry and intersection traffic control recommendations based on the traffic analysis performed as part of this task.

Meetings: Prepare for and attend up to two (2) meetings, to discuss the analysis and proposed improvements with the Owner and answer questions.

Task 1.4 – Technical Memorandum

Engineer will prepare a brief technical memorandum for internal use by the Owner. The technical memorandum will document the analysis of Task 1.1-1.3, findings, and recommendations. The raw data and analysis findings will be included as attachments to the technical memorandum, as appropriate. Engineer will respond to one (1) round of comments to finalize the technical memorandum.

Task 2 – Geometric Layouts

Task 2.1 – Entrance/Exit Geometric Roadway Layout Options

Engineer will prepare conceptual geometric layout options for utilizing the S Washington Avenue driveway as an entrance/exit for the complex. This will include options for how to connect the realigned roadway with the Fitness/Aquatics Center parking lot. Two additional entrance/exit roadway layouts shall also be

ATTACHMENT 1
Amendment 4 (W 12th Avenue Health Corridor Study – Stillwater, OK) to
Professional Services Agreement for 21WL04 College Gardens Water
and Sewer Line Improvements

prepared with one coming through an extension of S Blakely Street to the south and east to connect to the southwest corner of the complex and the second one as a back entrance/exit to the complex through S West Street. A conceptual opinion of probable construction cost (OPCC) shall be prepared for each layout option and shall include the roadway network within the complex but shall exclude adjacent parking.

Task 2.2 – Turn Lane Recommendations for W 12th Avenue

Engineer will prepare conceptual turn lane improvement layouts and traffic signal improvements based on the results of the traffic study for the W 12th Avenue and S Washington Street intersection along with a conceptual OPCC.

Deliverables: One (1) PDF of conceptual plan layouts and OPCC in both PDF and Excel format.

Meetings: Prepare for and attend up to two (2) meetings, to discuss roadway layout options with the Owner and answer questions.

Task 3 – Bridge Evaluation

Task 3.1 – Site Visit

Engineer will conduct field reconnaissance and collect data including visual observation and a photographic record of notable existing features of the bridge over the concrete drainage channel on S West Street south of W 13th Avenue (NBI 32841).

Task 3.2 – Condition Survey Report

Engineer will prepare a Condition Survey Report based off field reconnaissance and data collected. This task includes the following:

- Prepare existing typical sections for inclusion in Condition Survey Report
- Evaluate load rating bridge based on historical inspection data, field observations, proposed future use, and as-builts provided by the Owner
- Develop Condition Survey Report and supporting documentation, including recommendations and OPCC for improvements or replacement

Deliverables: One (1) PDF of Condition Survey Report and OPCC in both PDF and Excel format.

Meetings: Prepare for and attend up to one (1) virtual meeting, to review recommendations with the Owner and answer questions.

Schedule

Traffic data collection, the draft traffic analysis and bridge evaluation shall be submitted within one month of receiving Notice to Proceed. Upon receiving Owner feedback from the Owner review meeting, the final traffic analysis, draft conceptual layouts and OPCC shall be submitted within two weeks. Upon receiving Owner feedback from the Owner review meeting, final conceptual layouts and OPCC shall be submitted within one week.

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: 02/14/2024

Department: Airport

Requested by: Kellie Reed C.O. 4h

Explanation:

Revenue:

Increase revenue projections to reflect increased revenue activity at the Airport. (1 of 2)

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Land Rental	8107010 - 47511		\$ 120,000	\$ 15,000	\$ 135,000
Landing Fees	8107010 - 48200		\$ 30,000	\$ 10,000	\$ 40,000
ID/Access Card Fee	8107010 - 48228		\$ 0	\$ 5,000	\$ 5,000
Vendor Sales Sharing	8107010 - 48229		\$ 8,000	\$ 22,000	\$ 30,000
Misc Revenue	8107010 - 48700		\$ 5,000	\$ 10,000	\$ 15,000
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 62,000

Reviewed by Department Manager: KR

Date: 03/08/2024

Reviewed by Finance: Chuy Chuch

Date: 3-11-2024

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: 02/14/2024

Department: Airport

Requested by: Kellie Reed *4h*

Explanation:

Revenue:
Increase revenue projections to reflect increased revenue activity at the Airport. (2 of 2)

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Parking Fees	8107040 - 48205		\$ 20,000	\$ 10,000	\$ 30,000
	Misc Revenue	8107040 - 48700		\$ 0	\$ 37,000	\$ 37,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 47,000

Reviewed by Department Manager: *KR*

Date: 03/08/2024

Reviewed by Finance: *Ching Chuch*

Date: 3-11-2024

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: 02/14/2024

Department: Airport

Requested by: Kellie Reed *4 h.*

Explanation:

Expenditure:
Increase appropriations to purchase safety equipment and meet other needs at the Airport. Funded by an increase in revenue projections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Safety Equipment	8107040 - 52048		\$ 2,600	\$ 40,000	\$ 42,600
	Contingency	8107010 - 53067		\$ 10,300	\$ 69,000	\$ 79,300
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 109,000

Reviewed by Department Manager: *KR*

Date: 03/11/2024

Reviewed by Finance: *Ching Cluch*

Date: 3-11-2024

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

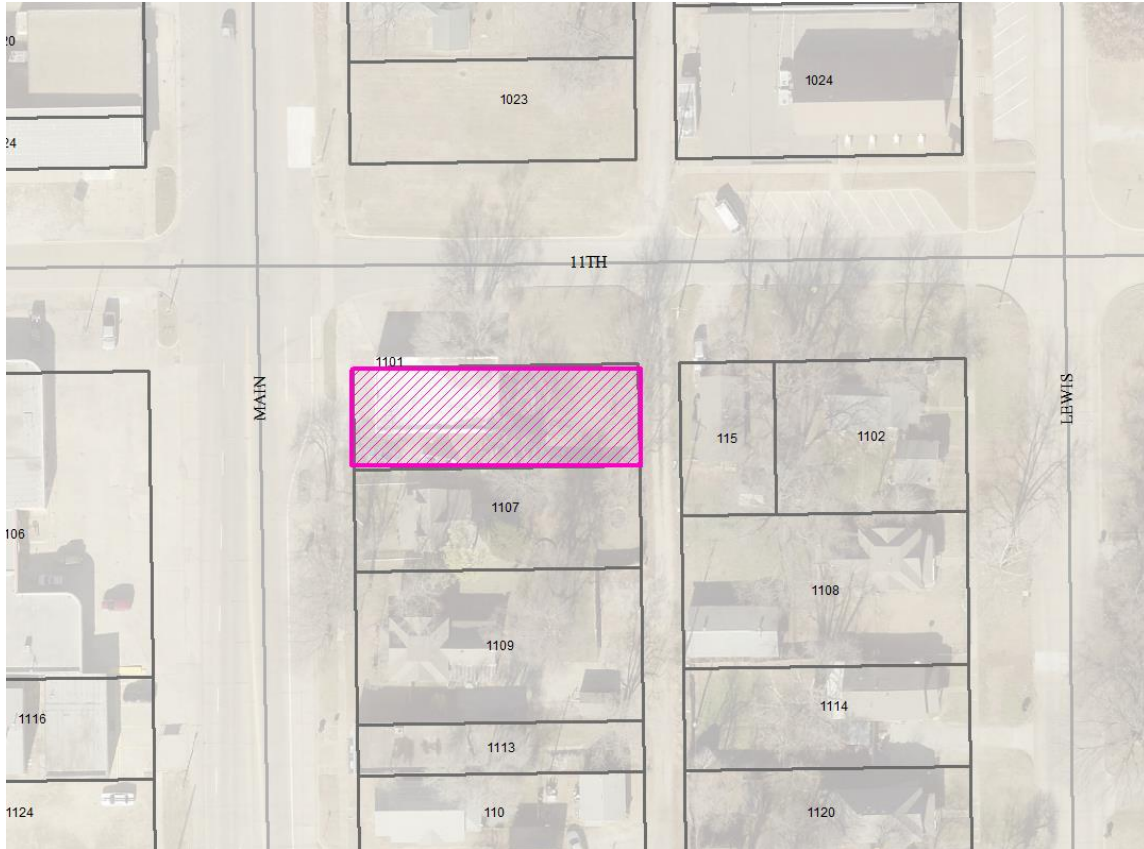
MEETING DATE: MARCH 25, 2024



Agenda Item:	7.a. CC-24-27
Previous/Related Action:	Memo to set Public Hearing
Background/Issue:	Progressive Development Corp. is requesting the closure of 1,400 square feet of right-of-way at the property addressed as 1101 South Main Street. The requested area has a width of 10 feet and is 140 feet long. The proposed closure is adjacent to East 11 th Avenue and the north property line of the property is addressed as 1101 South Main Street. This would alleviate the approximately 2.5 feet encroachment of the existing building onto East 11 th Avenue right-of-way.
Proposal/Solution:	Progressive Development Corp. is requesting the closure of 1,400 square feet of right-of-way at the property addressed as 1101 South Main Street to bring the existing structure into compliance.
Financial Source/Impact:	There is no known impact to the City budget.
Related Strategic Priority:	#4 CONNECTED SPACES #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Motion to close the portion of the right-of-way as requested near the property addressed as 1101 South Main Street.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. CL24-01 Area Map
2. CL24-01 Closing Application
3. CL24-01 Site Map
4. CL24-01 Survey



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: CL24-01
Request: Closing of Easement on north end of property
Address: 1101 S Main St
Applicant: Progressive Development Corp, LLC

CITY OF STILLWATER - DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REVIEW/ACTION

ZONING:

_____ Map Amendment
_____ Planned Unit Development
_____ Preliminary
_____ Final
_____ Subdivision
_____ Amendment
_____ Specific Use Permit
_____ Annexation

SITE PLANS:

_____ Minor Amendment

SUBDIVISION:

_____ Lot Split
_____ Commercial Minor Subdivision
_____ Minor Subdivision
_____ Preliminary Plat
_____ Final Plat

OTHER:

_____ Closing
_____ Improvement Plans
_____ Drainage Plans/Study

COMMERCIAL USE-BY-RIGHT: Complete a Commercial Building Permit Application **AND** Commercial Use-By-Right Checklist

Title of Subdivision/Plan/Use: _____
Owner(s) of Property: _____
Owner(s) Address: _____
Owner(s) Phone/Fax/Email: _____
Applicant/Developer of Property: _____
Applicant/Developer Address: _____
Applicant/Developer Phone/Fax/Email: _____
Design Engineer address/phone/fax/email & Registration No.: _____

Surveyor address/phone/fax/email & Registration No.: _____

Address or Description of Property to be Subdivided/Developed: _____

Original Tract Deed Book and Page Number: _____
Number of Acres in Development: _____
Number of Lots Created: _____
Current Zoning/Requested Zoning: _____
Reason for zoning request/use permit/map amendment: _____

This application must be accompanied by the appropriate checklist for the type of item being submitted for review. This application must be completed, signed, and dated by the Applicant and Owner(s).

We do hereby certify that the information provided herein is both complete and accurate to the best of our knowledge, and we understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Applicant/Preparer _____ Date _____

Owner/Agent (with documentation) _____ Date _____

Applicant/Preparer _____ Date _____

Owner/Agent (with documentation) _____ Date _____

For City of Stillwater Use Only:

CASE NO#: CL24-01

Submission Date: 01.03.2024
Approval Date: _____

Processing Tract: IRC 01.17.24 PC _____, CC _____
Fees: _____ Number of Copies: _____

City of Stillwater
Closing: Building Setback Line, Right-of-Way, Alley, Easement
Chapter 23, Article 3

Applications will be accepted Monday through Friday, from 8:30 AM to 11:30 AM
Per Resolution CC-2007-16

This **CHECKLIST** identifies the items needed when a closing request is made. All items indicated as **SUCH** are required for the submittal to be considered complete. Reference OS §11-42-102 through OS §11-42-115 for public way closings.

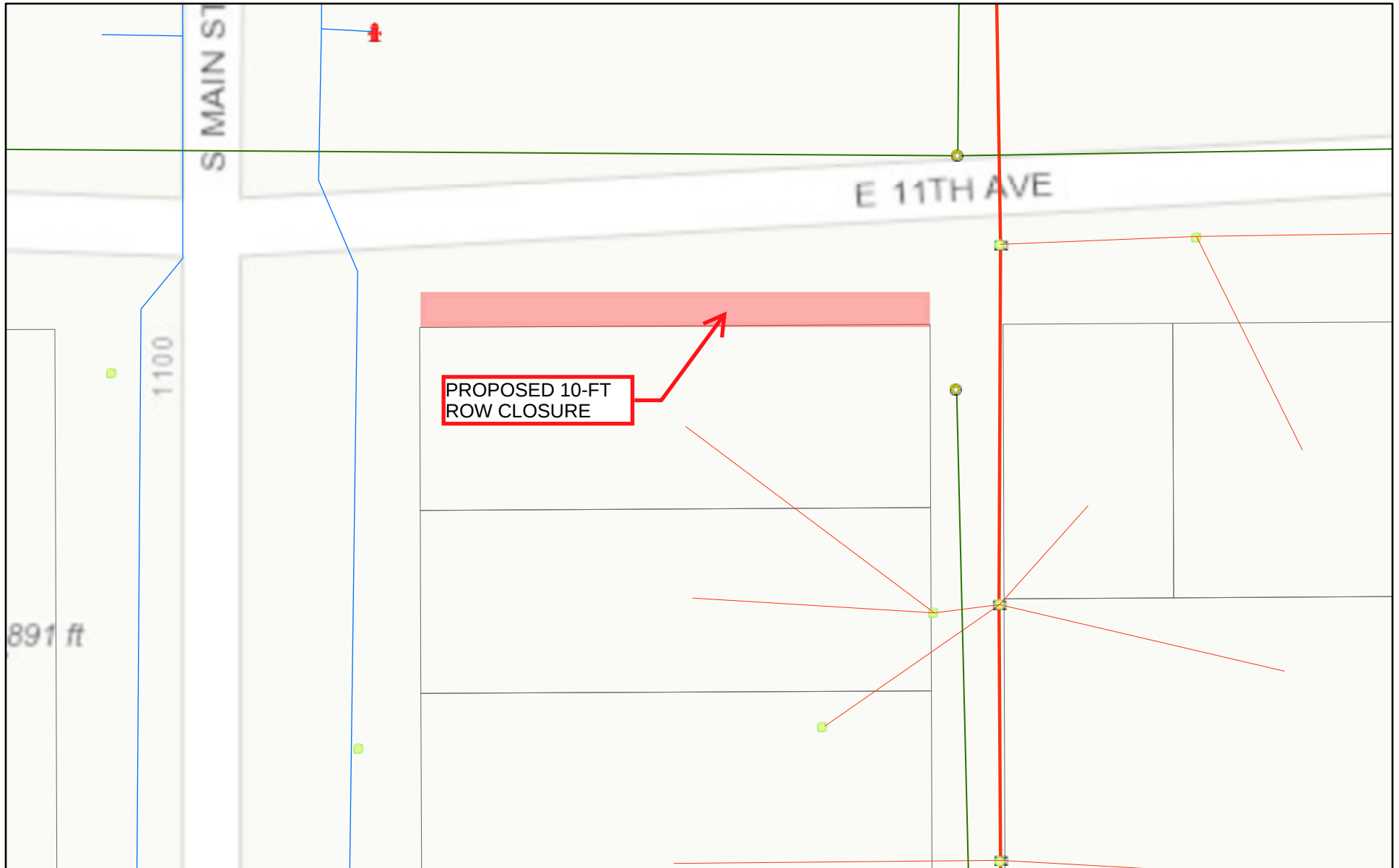
APPLICANT	REQUIREMENTS	CITY
	Section 23.60	
	COMPLETED APPLICATION FORM AND CHECKLIST	AM
	A TYPEWRITTEN AND ELECTRONIC/DIGITAL COPY OF THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY TO BE CLOSED , EMAILED TO DIGITALS@STILLWATER.ORG	AM
	COPY OF EXISTING AND PROPOSED RESTRICTIVE COVENANTS ON THE SUBJECT PROPERTY.	N/A
	A CLOSING SITE PLAN DRAWN TO AN APPROPRIATE SCALE AND CONTAINING AT A MINIMUM THE FOLLOWING: - DIMENSIONS OF THE SUBJECT PROPERTY TO BE CLOSED; - LOCATION AND DIMENSIONS OF ALL BUILDINGS, EASEMENT, UTILITIES, RIGHTS-OF-WAY, DRIVEWAYS, PARKING AREA, PROPERTY LINES, AND FENCES ON OR WITHIN 50 FEET OF THE SUBJECT PROPERTY TO BE CLOSED; - LOCATION AND DIMENSIONS OF ANY PROPOSED EASEMENTS OR RELOCATED AND/OR TO BE REMOVED UTILITIES, SIDEWALKS AND STREETS.	AM
	A TYPEWRITTEN LIST, CERTIFIED BY THE PAYNE COUNTY ASSESSOR, A LICENSED ABSTRACTOR, ATTORNEY, ENGINEER OR ARCHITECT OF ALL PROPERTY OWNERS WITHIN 300 FEET OF THE SUBJECT PROPERTY AND AN ELECTRONIC/DIGITAL COPY CAPABLE OF BEING REPRODUCED AS MAILING LABELS. THE OWNERSHIP LIST SHALL NOT HAVE BEEN PREPARED MORE THAN 30 DAYS PRIOR TO SUBMISSION OF APPLICATION.	AM
	FILING FEE OF \$225.00	
	6 BLUELINES/BLACKLINES, NO SMALLER THAN 8.5x14, OF THE DRAWING OF THE PROPOSED CHANGE. AND SHOWING THE FOLLOWING:	
	Utilities	
	a.) Show any existing utility facilities and/or equipment within closing boundaries.	
	b.) Make payment of any costs involved in relocating existing utility equipment that are to be moved at developer's request or as required by this closing.	
	Easements:	
	a.) Identify existing easements by width and type.	
	b.) Identify and provide separate easement documents for utility facilities and/or equipment that is to remain in place after closing.	
	c.) Verify that the closing has no adverse impact on drainage facilities.	
	Transportation (not applicable on building setback line closing)	
	a.) Verify that the closing has no adverse impact on traffic circulation.	
	b.) Verify that the closing does not deprive any lots of access to a right-of-way.	

INFORMATIONAL
- The closing of a platted public way may be accomplished by ordinance or by resolution: OS §11-42-102 through OS §11-42-109. - The closing of a non-platted public way shall be by ordinance.

Certification: I hereby certify that the information provided herein is both complete and accurate to the best of my knowledge and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.


01/02/24
Preparer's Signature Date

Stillwater Web Map



12/21/2023, 9:35:16 AM

City-owned waterline — <=10"

— <=10"

— <=10"

Hydrant by Ownership



CITY

Manhole



MANHOLE

— Sewerline - Flow

— PowerServiceLine



Powerpole

— PowerLine



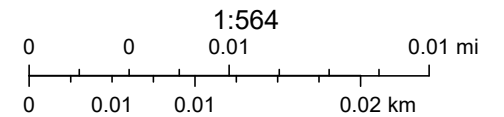
PowerTransformer



Owner & address



CITY LIMITS



Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

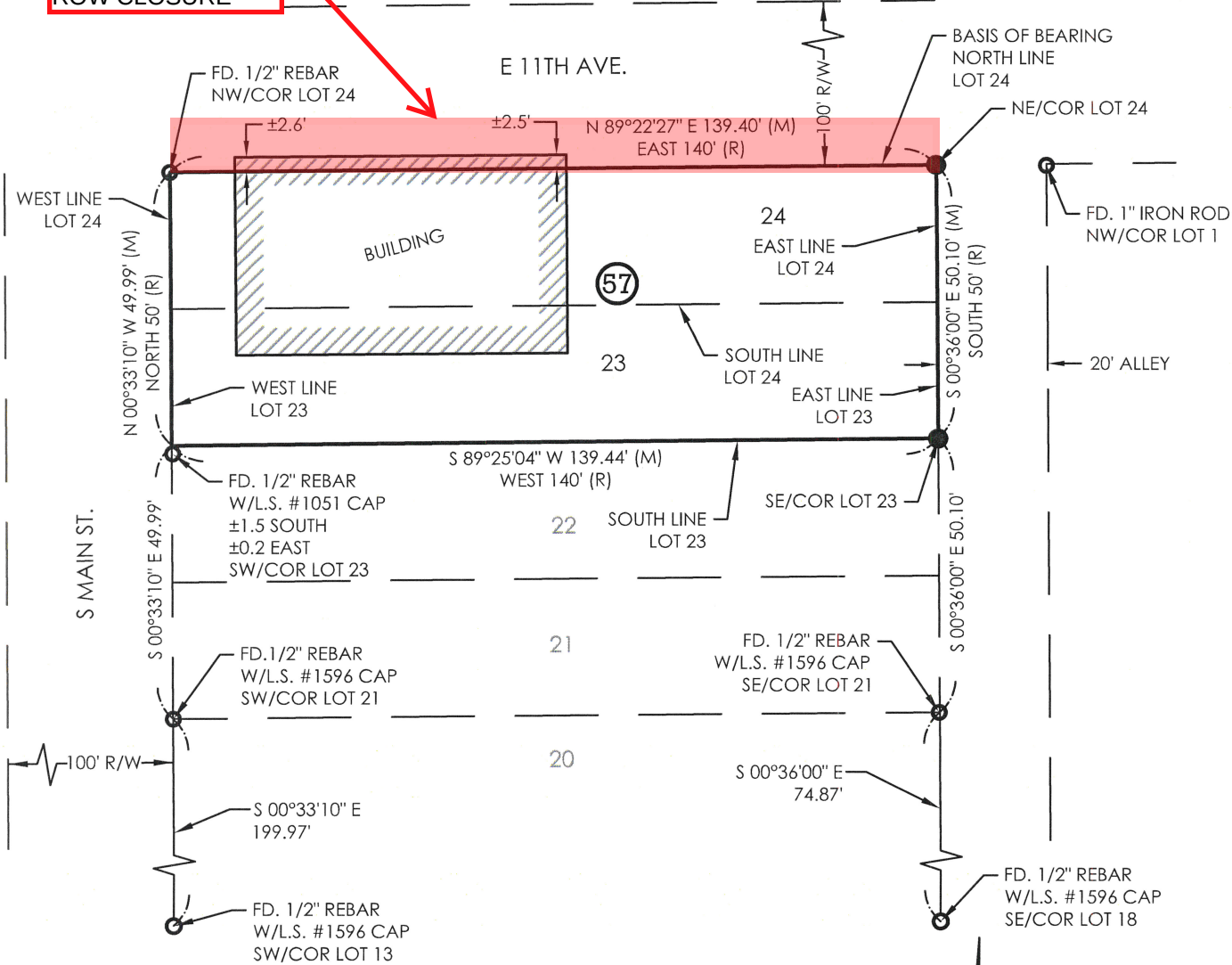
Rec'd 01.03.2024 AM
CL24-01

Web AppBuilder for ArcGIS

BOUNDARY SURVEY

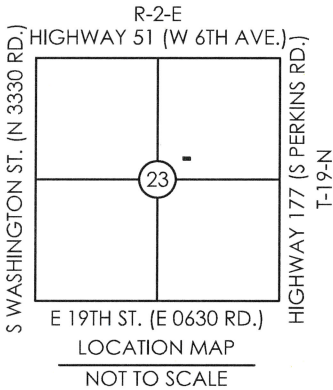
LOTS 23 & 24, BLOCK 57, ORIGINAL TOWN OF STILLWATER
PAYNE COUNTY, OKLAHOMA

PROPOSED 10-FT
ROW CLOSURE

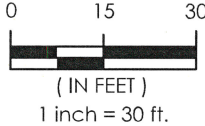


LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 1/2" REBAR W/ C.A. #6858 CAP FOUND
- FD. FOUND
- (M) MEASURED DATA
- (R) RECORD DATA



GRAPHIC SCALE:



LEGAL DESCRIPTION:

BOOK 1813, PAGE 607

LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 6,977 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

GENERAL NOTES:

- THE BASIS OF BEARING BEING NORTH 89°22'27" EAST AS THE NORTH LINE OF LOT TWENTY-FOUR (24), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
- 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 MAY NOT BE SHOWN HEREON.
- LAST SITE VISIT 06-28-2021.

PAGE 1 OF 1
JOB NO. 301351

PARTY CHIEF: RW
PROCESSED BY: MS
DRAWN BY: ZR
CHECKED BY: MS
DATE: 6/29/2021
REV. DATE: N/A



216 W. 6th Avenue, Stillwater, OK 74074 - Phone: (405) 372-0000
Fax: (405) 372-0002 - www.usmsurveying.com - Oklahoma CA #6858



Rec'd 01.03.2024 AM
CL24-01

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 25, 2024



Agenda Item:	8.a. CC-24-28
Previous/Related Action:	• CC-19-50: 5-Year Pavement Management Plan (PMP) • CC-20-43: Master Services Agreement (MSA) with Gose and Associates for pavement management services • CC-20-129: FY20 PMP
Background/Issue:	• The FY20 PMP was previously approved and appropriated from Fund 260 at \$4.6M. • Park Drive & Harned Avenue Roadway Reconstruction was one of three full reconstruction projects in the FY20 PMP authorization. These three projects were budgeted for a total expenditure amount of about \$1.6M. To date, about \$1.2M of this authorization has been encumbered for the 7th Ave, Main to Lewis Project. • The FY20 PMP identified Park Drive and Harned Avenue from Perkins Road to Airport Road for roadway reconstruction. The pavement has deteriorated to the point that patches, panel replacements or other maintenance would not be economical. • On December 2, 2020, Task Order 2 was approved for Gose & Associates to design a project to reconstruct Park & Harned. • During design of Park & Harned, severe deterioration of Airport Road structural integrity began to occur. On November 14, 2022, Amendment 1 to Task Order 2 was approved for Gose & Associates to design a project to reconstruct Airport Road.
Proposal/Solution:	• The Airport/Park/Harned project was advertised for bids on February 10, 2024. • Bid Alternate 1 was included in the contract documents for reconstruction of the entire width of Airport Road as concrete pavement. • Bids were opened on March 6, 2024. The bids are as follows:

	Base Bid	Alternate Bid
Engineer's Estimate	\$2,357,248.60	\$2,788,587.77
Ellsworth Construction OKC, LLC.	\$2,381,512.70	\$2,814,763.15
R&L Construction LLC.	\$2,569,918.15	\$2,999,737.20
Rudy Construction, Co.	\$2,620,431.20	\$3,064,405.30

- Staff reviewed the bid packages and recommends the project be awarded to Ellsworth Construction OKC, LLC for the Alternate Bid at a construction bid price of \$2,814,763.15.
- During the February 22, 2024 meeting of the Transportation Project Advisory Committee (TPAC), staff advised the committee of the project bid opening date as well as the likely bid award recommendation to Council prior to the next TPAC meeting.

Financial Source/Impact:

Partial funding for this Project was previously authorized through the FY20 PMP authorization. The additional funds needed will be appropriated from Fund 260 – Transportation Sales Tax.

Related Strategic Priority:

#4 CONNECTED SPACES

Recommended Action/Motion:

Staff recommends a motion to:

- Award a unit price contract, for the alternate bid, to Ellsworth Construction OKC, LLC for \$2,814,763.15;
- Authorize total construction expenditures not to exceed \$3,130,000.00 which includes construction, testing and contingency;
- Authorize a budget amendment in the amount of \$2,736.916; and
- Authorize the City Manager to execute contracts and related documents.

Prepared By:

Travis Small, Division Manager Transportation & Drainage

Reviewed By:

Candy Staring
Teresa Kadavy
Brady Moore

Submitted By:

Kimberly Meek, City Manager

Attachments

1. BA 20TR06-B 3-12-24 cs 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: 03/12/2024

Department: Transportation

Requested by: Candy Staring

Explanation:

Expenditures:
Increase budget appropriations for the award of the Airport/Park/Harned roadway improvement project. Funding is from the Transportation Sales Tax fund.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Airport/Park/Harned Road Improv	2604035 - 54009	20TR06260	\$ 1,598,944	\$ 2,706,916	\$ 4,305,860
Airport/Park/Harned Road Improv	2604035 - 54020	20TR06260	\$ 133,202	\$ 30,000	\$ 163,202
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 2,736,916

Reviewed by Department Manager:

Candy Staring

Date: 12 March 2024

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--

Ordinance No. 3533

AN ORDINANCE CLOSING A PORTION OF A RIGHTS-OF-WAY LOCATED NEAR LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), IN BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN, NOW CITY OF STILLWATER PAYNE COUNTY, OKLAHOMA, NEAR PROPERTY ADDRESSED AS 1101 SOUTH MAIN STREET

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

Existing Tract (Book 2640, Page 979)

LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), IN BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 6,977 SQUARE FEET OR 0.16 ACRES, MORE OR LESS

Portion of Right-of-Way to be Closed.

A 10-FOOT-WIDE TRACT ADJACENT TO THE NORTH LINE OF LOT TWENTY-FOUR (24), IN BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 1,400 SQUARE FEET OR 0.03 ACRES, MORE OR LESS

See "Exhibit A"

is not presently in use and is hereby closed. The City reserves the right to reopen this right of way 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 _____, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2024.

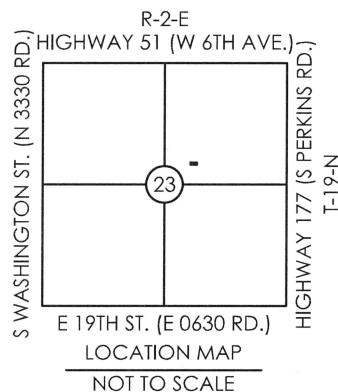
KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 03/25/2024
Second Reading:

LOTS 23 & 24, BLOCK 57, ORIGINAL TOWN OF STILLWATER
PAYNE COUNTY, OKLAHOMA



- | | |
|-----|----------------------------------|
| ○ | FOUND MONUMENT AS DESCRIBED |
| ● | SET 1/2" REBAR W/ C.A. #6858 CAP |
| FD. | FOUND |
| (M) | MEASURED DATA |
| (R) | RECORD DATA |



GRAPHIC SCALE:



LEGAL DESCRIPTION:

BOOK 1813, PAGE 607

LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

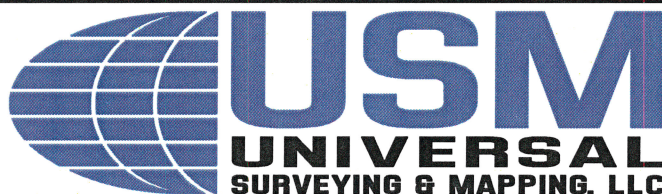
CONTAINING 6,977 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

GENERAL NOTES:

- THE BASIS OF BEARING BEING NORTH 89°22'27" EAST AS THE NORTH LINE OF LOT TWENTY-FOUR (24), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
- 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 MAY NOT BE SHOWN HEREON.
- LAST SITE VISIT 06-28-2021.

PAGE 1 OF 1
JOB NO. 301351

PARTY CHIEF: RW
PROCESSED BY: MS
DRAWN BY: ZR
CHECKED BY: MS
DATE: 6/29/2021
REV. DATE: N/A



216 W. 6th Avenue, Stillwater, OK 74074 - Phone: (405) 372-0000
Fax: (405) 372-0002 - www.usmsurveying.com - Oklahoma CA #6858



Rec'd 01.03.2024 AM
CL24-01

\\301351 LOT SURVEY LOT 23-24 BLK 57 OT STILLWATER OCTS\DRAWING\SHEETS\301351_BOUNDARY PLAT.DWG