City of Edmond
Notice of Public Meeting

Edmond City Council and Public Works Authority Meeting Information

The City of Edmond encourages participation from all its citizens. To request an accommodation due to a disability, please contact the ADA Coordinator at least 48 hours prior to a scheduled meeting. The ADA Coordinator can be contacted by email: ADAcoordinator@edmondok.gov or phone: 405-359-4518.

The agenda packet, containing additional details on agenda items, is available for review upon request at the City Clerk's Office and on the City's website at edmondok.gov. The City of Edmond encourages members of the public to contact the City Clerk's Office if they have questions regarding items on a City Council or Public Works Authority meeting agenda. The City Clerk's Office can be contacted by email: cityclerk@edmondok.gov or phone: 405-359-4555.

Answers to frequently asked questions about City Council / Public Works Authority meetings can be found here. City Council / Public Works Authority Meeting Rules are available here. Meeting Rules and FAQs are also available in the Council Chambers lobby.

Members of the Edmond City Council / Public Works Authority include:

Darrell A. Davis	Mayor	(405) 359-4642	mayor@edmondok.gov
Stacie Peterson	Mayor Pro Tem Councilmember Ward 4	(405) 359-4734	ward4@edmondok.gov
Barry K. Moore	Councilmember Ward 2	(405) 359-4641	ward2@edmondok.gov
Christin Mugg	Councilmember Ward 3	(405) 359-4640	ward3@edmondok.gov
Maggie Murdock Nichols	Councilmember Ward 1	(405) 359-4684	ward1@edmondok.gov

The Mayor and members of the City Council will gather for dinner prior to their regular meeting. This gathering will take place at the Public Safety Center, located at 100 E First Street, in Matt Terry Hall beginning at approximately 4:30 p.m. No City Council or Public Works Authority business will be discussed or acted upon at this time. This is an informal gathering and members of the public are welcome to attend. Meals will only be provided to the City Council and staff.

Regular Meeting Agenda

Edmond City Council Meeting
Edmond Public Works Authority Meeting
20 S. Littler Avenue, Edmond, Oklahoma
5:30 p.m., Monday, February 10, 2025

Notice to the Public

Official action can only be taken on items which appear on the agenda. The City Council or Public Works Authority may discuss, adopt, approve, amend, reject, deny, strike or continue any item listed on the agenda. When more information is needed to act on an item, the City Council or Public Works Authority may refer the matter to the City Manager or the City Attorney or other staff. The City Council or Public Works Authority may also refer items to the standing committees of the City Council or to a board or commission for additional study. Under certain circumstances, items are deferred/continued to a specific later date or stricken from the agenda entirely.

1. **Call to Order of the Edmond City Council Meeting.**

2. **Presentations:**

A. City Manager's Update.

3. **Recess of the Edmond City Council Meeting and Call to Order of the Edmond Public Works Authority Meeting.**

4. **Public Works Authority General Consent Items:**

Items listed under General Consent are usually approved as a group with the proper motion from a member of the Public Works Authority. Members of the Public Works Authority may pull any item under General Consent for separate discussion and/or action.

A. Consideration of Approval of Public Works Authority Regular Meeting Minutes: January 27, 2025. (Citywide)

B. Consideration of Acceptance of Bid and Approval of Agreement for Augusta Drainage Storm Sewer Improvements; $126,196.00. (Ward 2)

C. Consideration of Approval of a Proposal from GH2 Architects for Electric Facility Design; $61,500.00. (Ward 2)

D. Consideration of Approval of a Corrected Third Amendment to Lease Agreement with T-Mobile to Provide Emergency Backup Generator Installation at 4601 Woods & Sons Avenue. (Revenue $152.00 / Month; Citywide)

5. **Public Works Authority Discussion and Consideration Items:**

Items listed under Discussion and Consideration are usually discussed and considered individually, or by project, by members of the Public Works Authority.

A. Consideration of Public Works Authority General Consent Agenda Items Pulled for Separate Discussion and/or Action.

B. **Spring Creek Improvements and Creek Bend Trail Projects:**

1. Consideration of Approval of Real Estate Purchase Contract by and Between the Edmond Public Works Authority, the City of Edmond, Janet Tuepker, an Individual, Jinger Harris, an Individual, Jacki Cowan, an Individual, Jerri Caskey, an Individual, and Max Tuepker, an Individual Providing for the Acquisition of Real Property Necessary to the Spring Creek Improvements and Creek Bend Trail Projects; Parcel 7: $1,000,000.00. (Ward 2)

2. Consideration of Approval of a Supplemental Appropriation for a Real Estate Purchase Contract Between Edmond Public Works Authority, the City of Edmond and Janet Tuepker, Jinger Harris, Jacki Cowan, Jerri Caskey and Max Tuepker for the Acquisition of Real Property Necessary for the Spring Creek Interceptor Sewer Improvements and Creek Bend Trail; $25,000.00. (Ward 2)

3. Consideration of Approval of Real Estate Purchase Contract by and Between the Edmond Public Works Authority, the City of Edmond, and Stonepoint First Owner's Association, Inc. Providing for the Acquisition of Real Property Necessary to the Spring Creek Improvements and Creek Bend Trail Projects; Parcel 6: $5,000.00. (Ward 2)

6. **Adjournment of the Edmond Public Works Authority Meeting and Reconvene the Edmond City Council Meeting.**

7. **City Council General Consent Items:**

Items listed under General Consent are usually approved as a group with the proper motion from a member of the Council. Members of the Council may pull any item under General Consent for separate discussion and/or action.

A. Consideration of Approval of City Council Regular Meeting Minutes: January 27, 2025. (Citywide)

B. Consideration of Acceptance of Final Plat, Public Improvements, and Maintenance Bonds for Bison Ridge Phase 1. (Ward 2)

C. Consideration of Acceptance of One Donated Easement for the Edmond Road and Second Street Sidewalk Project from: Gary A. Long. (Citywide)

D. Consideration of Acceptance of Donated Utility Easement from Terri McCaleb Investment Company LLC, Associated with Bison Ridge Phase 1, Located Southeast of Danforth Road and Air Depot Boulevard. (Ward 2)

E. Case No. PR23-00011; Consideration of Approval of a Final Plat of Tall Oaks Village, Located Southwest of Coltrane and 33rd Street. (Johnson & Associates; Ward 3)

F. Consideration of Approval of Professional Services Contract Amendment No. 11 with Kimley-Horn and Associates for Transportation Systems Design Services; $581,000.00. (Citywide)

G. Consideration of Approval of a Transfer of Appropriations for Field Services Water Line Maintenance Transfers-Vehicle Maintenance Charges; $130,000.00. (Citywide)

H. Consideration of Approval of Purchase for Retainer Replenishment for Legal Professional Service Provider Hornbeek Vitali & Braun, PLLC for As Needed Miscellaneous Legal Services for the Legal Services Department; $100,000.00. (Citywide)

I. Consideration of Approval of an Amendment to an Agreement with Kimley Horn for the Design of Sidewalks Along 2nd Street and W. Edmond Rd for Sidewalk Construction, as Outlined in the City's ADA Transition Plan; $27,800.00. (Citywide)

J. Consideration of Approval of a Supplemental Appropriation within the Senior Citizens Center Fund from Reserves to Recreational Supplies for the Purchase of Fitness Equipment; $24,000.00. (Ward 4)

K. Consideration of Approval of a Corrected Third Amendment to Lease Agreement with T-Mobile to Provide Emergency Backup Generator Installation at 4601 Woods & Sons Avenue. (Revenue $152.00 / Month; Citywide)

8. **<u>City Council Discussion and Consideration Items:</u>**

Items listed under Discussion and Consideration are usually discussed and considered individually, or by project, by members of the City Council.

A. Consideration of City Council General Consent Agenda Items Pulled for Separate Discussion and/or Action.

B. **Spring Creek Improvements and Creek Bend Trail Projects:**

1. Consideration of Approval of Real Estate Purchase Contract by and Between the Edmond Public Works Authority, the City of Edmond, Janet Tuepker, an Individual, Jinger Harris, an Individual, Jacki Cowan, an Individual, Jerri Caskey, an Individual, and Max Tuepker, an Individual Providing for the Acquisition of Real Property Necessary to the Spring Creek Improvements and Creek Bend Trail Projects; Parcel 7: $1,000,000.00. (Ward 2)

2. Consideration of Approval of a Supplemental Appropriation for a Real Estate Purchase Contract Between Edmond Public Works Authority, the City of Edmond and Janet Tuepker, Jinger Harris, Jacki Cowan, Jerri Caskey and Max Tuepker for the Acquisition of Real Property Necessary for the Spring Creek Interceptor Sewer Improvements and Creek Bend Trail; $25,000.00. (Ward 2)

3. Consideration of Approval of Real Estate Purchase Contract by and Between the Edmond Public Works Authority, the City of Edmond, and Stonepoint First Owner's Association, Inc. Providing for the Acquisition of Real Property Necessary to the Spring Creek Improvements and Creek Bend Trail Projects; Parcel 6: $5,000.00. (Ward 2)

9. **City Council Public Hearing Items:**

Items listed under Public Hearings are usually discussed and considered individually, or by project, by members of the City Council. Each item provides an opportunity for members of the public to speak in accordance with the City Council / Public Works Authority rules, available here and in the Council Chambers lobby. Comments must be directed to the Mayor or Chair of the meeting.

A. Case No. Z24-00018; Public Hearing and Consideration of Ordinance No. ___ Rezoning from "D-0" Suburban Office to "PUD Z24-00018" Planned Unit Development for Kind Enterprises, LLC, Located on East Side of Santa Fe Avenue, North of Mill Valley Boulevard. (Kind Enterprises, LLC; Ward 4)

B. Case No. Z24-00020; Public Hearing and Consideration of Ordinance No. ___ Rezoning from "D-3 PUD" Office Commercial Planned Unit Development, "D-3" Office Commercial, and "D-0" Suburban Office to "PUD Z24-00020" Planned Unit Development for Turtle Creek Storage, Located on South Side of East 15th Street, East of Bryant Avenue. (BLD, LLC; Ward 3)

10. **Executive Sessions and Action Items:**

A. Enter into Executive Session on Advice of the City Attorney to Discuss Pending Claim or Action styled Kelly Corner, LLC v. The Harland Oil Company, LLC; Casella, Inc.; and Mark W. McCann as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest.

B. Enter into Executive Session on Advice of the City Attorney to Discuss Pending Application of Castella Inc. and The Harland Oil Company, Case CD2024-T, before the Corporation Commission of the State of Oklahoma as Authorized Pursuant to 25 Okla. Stat. Section 307(B)(4) because Disclosure Would Seriously Impair the Ability of the Public Body to Process the Claim or Conduct a Pending Investigation, Litigation or Proceeding in the Public Interest.

11. Citizen Comments.

This is an opportunity for residents and non-residents to address the City Council on city-related matters not on the agenda or scheduled for a public hearing. Citizens must sign up to speak either online by 3:00 p.m. the day of the City Council meeting, or in person by the start of the meeting. All remarks must be directed to the Mayor or Chair of the meeting, are limited to three minutes or less, and must otherwise be made in accordance with the City Council / Public Works Authority rules, available here and in the Council Chambers lobby.

12. Comments from the Mayor and Members of the City Council.

13. Adjournment of the Edmond City Council Meeting.

City Council / Public Works Authority **4. A.**

Meeting Date: 02/10/2025

Submitted For: Kory Atcuson-Coley, City Clerk, City Clerk's Office

Email: Kory.Atcuson-Coley@edmondok.gov , Phone: 405-359-4555

Submitted By: Kory Atcuson-Coley, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of Public Works Authority Regular Meeting Minutes: January 27, 2025. (Citywide)

Background

Time Frame

Issue

Recommendations

Action Needed

Public Notification

Attachments

20250127PWA

Edmond Public Works Authority Minutes - January 27, 2025

Regular Meeting

Chairperson Davis called the regular meeting of the Edmond Public Works Authority to order on Monday, January 27, 2025, in the City Council Chambers located at 20 S. Littler in Edmond, Oklahoma. Public notice of the date, time, and place for this meeting was provided in the Edmond Public Works Authority 2025 Schedule of Regular Meetings, filed in the Edmond City Clerk's Office on August 27, 2024, at 10:30 AM. The date, time, place, and agenda for this meeting was also posted on the City of Edmond's website and in the City First Administration Building on January 23, 2025, at 2:03 PM.

PRESENT: Chairperson Davis, Trustees Moore, Mugg, Murdock Nichols, and Peterson

ABSENT: None

5. Public Works Authority General Consent Items:

A. Consideration of Approval of Public Works Authority Regular Meeting Minutes: January 13, 2025.

B. Consideration of Approval for a Reimbursement Agreement for Preliminary Design with Enable Oklahoma Intrastate Transmission, LLC, to Relocate an Existing 12-Inch High-Pressure Gas Main at the Arcadia Lake Water Treatment Plant Site; $49,434.00.

Chairperson Davis asked if any Trustee wished to pull any of the two items under Edmond Public Works Authority General Consent for separate discussion and/or action. No Trustee responded.

Motion by Trustee Mugg, seconded by Trustee Peterson, to approve agenda items 5.A. through 5.B. Chairperson Davis asked if any Trustee wished to speak for or against the items under Edmond Public Works Authority General Consent. No Trustee responded. Motion carried as follows:

YES: Chairperson Davis, Trustees Moore, Mugg, Murdock Nichols, and Peterson

NO: None

6. Public Works Authority Discussion and Consideration Items:

A. Consideration of Public Works Authority General Consent Agenda Items Pulled for Separate Discussion and/or Action.

None

7. Adjournment of the Edmond Public Works Authority Meeting.

Motion by Trustee Moore, seconded by Trustee Peterson, to adjourn the Edmond Public Works Authority meeting. Motion carried as follows:

YES: Chairperson Davis, Trustees Moore, Mugg, Murdock Nichols, and Peterson

NO: None

Secretary

Chairperson

City Council / Public Works Authority **4. B.**

Meeting Date: 02/10/2025

Submitted For: Brenda Mayer, Purchasing Manager, Purchasing
Email: Brenda.Mayer@edmondok.gov , Phone: 405-359-4533

Submitted By: Brenda Mayer, Purchasing Manager, Purchasing

Ward: 2

City Council Strategic Plan: Strategic Initiative 2 - Quality of Life

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Item

Consideration of Acceptance of Bid and Approval of Agreement for Augusta Drainage Storm Sewer Improvements; $126,196.00. (Ward 2)

Background

A feasibility study was completed by Kimley-Horn and Associates, Inc. to investigate the drainage improvements at 2201 Augusta Avenue (Fairway Estates) and other adjacent lots. The feasibility study recommends stormwater infrastructure improvements on Kickingbird Golf Course and within the backyard of 2201 Augusta Avenue.

Bid specifications and plans were issued and staff and design engineers recommend accepting the low bid from Sac Services in the amount of $126,196.

Funds verified by Purchasing.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Construction to be scheduled upon approval

Issue

Drainage improvements at 2201 Augusta Avenue

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda. Bid specifications/plans (B25-022) were picked-up by eleven (11) prospective bidders; Eight (8) bids were submitted. See attached Bid tabulation.

Fiscal Impact

Amount: $126,196.00

Account: 568038-8404 Drainage - Land Betterment

Additional Information :

Attachments

Bid Tab

Event Number	B25-022 Addendum 1	**Organization**	City of Edmond
Event Title	Augusta Ave and Kickingbird Golf Course St	**Workgroup**	EdmondOK
Event Description	A mandatory pre-bid meeting will be held o	**Event Owner**	Brenda Mayer
Event Type	Sealed Bid	**Email**	brenda.mayer@edmondok.gov
Issue Date	12/16/2024 10:00:02 AM (CT)	**Phone**	(405) 3594533
Close Date	1/15/2025 02:00:00 PM (CT)	**Fax**	(405) 3593765

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Sac Services Inc	oklahoma city	OK	1/15/2025 12:06:20 PM (CT)	20	$126,196.75
Brewer Construction Oklahoma	Oklahoma City	OK	1/15/2025 01:30:07 PM (CT)	19	$158,057.00
Nash Construction Company	OKLAHOMA CITY	OK	1/15/2025 09:37:00 AM (CT)	20	$179,490.00
Cimarron Construction Compan	Oklahoma City	OK	1/15/2025 12:11:19 PM (CT)	20	$234,058.00
Red Rock Utility, LLC (Mathew V	Edmond	OK	1/15/2025 12:50:50 PM (CT)	20	$237,561.20
JMB Concrete Construction Inc.	Enid	OK	1/15/2025 01:42:33 PM (CT)	19	$239,304.00
Luckinbill Construction Compan	Edmond	OK	1/15/2025 12:46:11 PM (CT)	20	$277,265.00
Downey Contracting LLC	Oklahoma City	OK	1/15/2025 09:10:36 AM (CT)	20	$369,331.00

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

City Council / Public Works Authority **4. C.**

Meeting Date: 02/10/2025

Submitted For: Glenn Fisher, Director, Edmond Electric

Email: glenn.fisher@edmondok.gov , Phone: 405-216-7661

Submitted By: Glenn Fisher, Director, Edmond Electric

Ward: 2

City Council Strategic Plan: Strategic Initiative 2 - Quality of Life

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Item

Consideration of Approval of a Proposal from GH2 Architects for Electric Facility Design; $61,500.00. (Ward 2)

Background

Edmond Electric included funding for the design of a new facility in the 2024 bond issue approved by Finance Committee on June 9, 2024 and the City Council at the August 26, 2024 EPWA/City Council Meeting. A Supplemental Appropriation, approved at the November 25, 2024 EPWA/City Council Meeting, moved bond proceeds into Edmond Electric accounts allowing for expenditure authority of the monies, including those specified for building design. Note that the approved funding in the bond issue only includes facility design. Funds for actual construction will be identified at a later date.

This new facility will provide operational space for existing Edmond Electric staff and consider anticipated long term staffing and future operational needs. Additionally, the design will incorporate office and server room space for the IT department.
City staff received a proposal from GH2 Architects for beginning design of this facility to be located on City property located off Progressive Drive. The final deliverables under this proposal will include 1) Proposed Facility Program, 2) Color Master Plan, 3) Conceptual Floor Plan, 4) Four (4) 3-dimensional renderings 5) Conceptual Cost Estimate and reimbursable expenses. Also, offered is a topographic survey and ALTA survey if desired. The cost for this stage is $61,500.00.

The City has successfully used CH2 for other projects.

The proposal has been reviewed and approved by the City Engineering, Purchasing and Legal departments.

Funds verified by Purchasing.

This item has been reviewed by the City Attorney’s Office as to form and legality.

Time Frame

Design work for this stage will begin once approved by City Council. It is anticipated that work will be completed in eight weeks.

Issue

Edmond Electric is currently housed at the Cross Timbers complex near I35 and Covell. This facility was opened in 2007 to house Edmond Public Works Authority (EPWA) staff including Electric, Solid Waste, Field Services, Traffic, Water Line Maintenance and Fleet Services. Due to the growth of EPWA staff, the current facility does not have room for additional staff and support vehicles. To relieve this congestion and allow for additional staffing to support City of Edmond growth, a new facility needs to be constructed. This facility will house Edmond Electric staff and be sited on City-owned property on Progressive Drive.

Recommendations

Staff recommends approval of this design phase.

Action Needed

CIty Council approval.

Public Notifications

By posted agenda.

Fiscal Impact

Amount:	$61,500.00
Account:	562032-8319 Professional Services

Additional Information :

Attachments

GH2 Proposal

GH2 ARCHITECTS
Design. Service. Solutions.

January 15, 2025

Glenn Fisher, Director
Edmond Electric
2004 Old Timbers Drive
Edmond, OK 73034

RE: Programming and Conceptual Design for new office building

Mr. Fisher,

Pursuant to our discussion about your vision for the future Edmond Electric Office, please accept this letter as our fee proposal to provide the following professional design services for a new Office building located at Cross Timbers Northeast.

SCOPE OF PROJECT
We understand the project scope will involve programming to determine current and future needs for the facility and developing a conceptual design and master plan for the existing property. The project budget and building size are undetermined at the time of this proposal. The initial program includes:

- Offices for 55 employees
    - 13 Administration, 42 Field Crew
- Covered parking for fleet vehicles
- Control Room for distribution system
- Area for I.T. servers
- Plan for future growth

SCOPE OF SERVICES
To gain a complete understanding of your project needs and before developing a concept layout plan, we propose conducting a kickoff visioning meeting. In the kickoff meeting we intend to discuss the program, further understand the goals, needs and scope of the project.

Utilizing the information gathered during these meetings, we will develop a draft outline program that will include the spaces, quantities and sizes for each space planned. Once the draft outline program is prepared, we will submit a PDF copy via e-mail for your review.

We will develop multiple concept plan options for review and discussion upon approval. After the draft program and concept plans have been reviewed and approved, we will proceed with developing 3-dimesional images that show the character and volume of the proposed facility modifications. Based on the outcome of these discussions, GH2 will further refine a preferred option into a final package.

712 W Sheridan Ave, Oklahoma City, Oklahoma 73102
Tel 405.601.5300 • Fax 405.594.4028 • GH2.COM

DELIVERABLES
The final deliverables for our services will be provided in electronic (pdf) format and will include the following:

- Proposed Facility Program
- Color Master Plan
- Conceptual Floor Plan
- Four (4) 3-dimensional renderings
- Conceptual Cost Estimate

FEE PROPOSAL
Our stipulated sum fee proposal for the scope of work outlined above is forty-two thousand dollars ($42,000.00)

Invoices will be prepared monthly based upon work completed.

REIMBURSABLE EXPENSES (NOT TO EXCEED)
In addition to the above fee, a reimbursable expense allowance of one thousand, five hundred dollars ($1,500.00) is requested for the following items but not limited to on-site meetings, mileage and tolls, hard copy prints, reproductions, postage and handling of documents upon request.

If you would like to include a topographic survey and ALTA survey for the 9 acres of the property intended to be developed, we recommend including an allowance of Eighteen Thousand Dollars ($18,000.00) for this effort.

PRELIMINARY PROJECT SCHEDULE
We will work closely with you to provide documents on a schedule that meets your requirements.

SPECIAL TERMS
- GH2 shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the project site.

OWNER PROVIDED ITEMS
- Provide access to the property as required during the project effort.
- Provide drawings of existing offices, if available.

We sincerely appreciate the opportunity to assist with this exciting project. We are prepared to begin work on your proposed schedule.

Sincerely,
GH2 ARCHITECTS, LLC



Sara Andrews, AIA
Principal

cc:
Michael Hall
Daniel Smith
Project File

Approved by:_____

Date:_____

City Council / Public Works Authority **4. D.**

Meeting Date: 02/10/2025

Submitted For: Kris Neifing, Director, Water Resources

Email: Kris.Neifing@edmondok.gov , Phone: 405-216-7675

Submitted By: Jennifer Boaz, Utility Program Specialist, Water Resources

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of a Corrected Third Amendment to Lease Agreement with T-Mobile to Provide Emergency Backup Generator Installation at 4601 Woods & Sons Avenue. (Revenue $152.00 / Month; Citywide)

Background

The original version of this item was approved by EPWA and City Council at the 11/25/2024 Council meeting. Subsequent to this approval, T-Mobile requested non-substantive changes to the document. These changes have been reviewed and updated in the corrected third amendment document to the lease. This item is under both the EPWA and City Council portions of the agenda as it requires approval from both. T-Mobile has requested to place a generator on-site at the I-35 tower in order to maintain the reliability of their system. The proposal to locate the generator near the tower also includes additional revenue for the space. Water Resources staff has evaluated their proposal and recommends approval.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Immediate.

Issue

An amended lease agreement is needed to allow for T-Mobile to place the equipment on the tower site.

Recommendations

Staff recommends approval. Reference PWC Agenda #20856

Action Needed

Motion to approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: $152.00/M

Account: 563332-7804

Additional Information :

Attachments

T-Mobile 3rd Amendment
Corrected Third Amendment

Information

Item

Consideration of Approval for a Corrected Third Amendment to Lease Agreement with T-Mobile to Provide Emergency Backup Generator Installation at 4601 Woods & Sons Avenue. (Revenue $152.00 / Month; Citywide)~~Consideration of approval for a reimbursement agreement with Enable Oklahoma Intrastate Transmission, LLC, to relocate an existing 12-inch high-pressure gas main at the Arcadia Lake Water Treatment Plant Site. Consideration of approval for a reimbursement agreement for preliminary design with Enable Oklahoma Intrastate Transmission, LLC, to relocate an existing 12-inch high-pressure gas main at the Arcadia Lake Water Treatment Plant Site. ($49,434.00) (Ward 2)~~

Background

The original version of this item was approved by EPWA and City Council during the 11/25/2024. Subsequent to this approval, T-Mobile requested non-substantive changes to the document. These changes have been reviewed and updated in the corrected third amendment document to the lease.

This item is under both the EPWA and City Council portions of the agenda as it requires approval from both. T-Mobile has requested to place a generator on-site at the I-35 tower in order to maintain the reliability of their system. The proposal to locate the generator near the tower also includes additional revenue for the space. Water Resources staff has evaluated their proposal and recommends approval. This item has been reviewed by the City Attorney's Office as to form and legality.~~Enable Oklahoma Intrastate Transmission, LLC ("Enable") owns and operates a 12-inch high-pressure gas main that runs east-west along the south portion of the Arcadia Lake Water Treatment Plant (WTP). The gas line conflicts with planned improvements in the third phase of the Arcadia Lake WTP expansion (Project WTP-01C). Under the proposed agreement, Edmond Public Works Authority will reimburse Enable for expenses related to the relocation of the gas main. The line will be relocated south of the planned improvements, as shown in Exhibit A of the agreement. The relocation is critical to completing all the improvements planned in Project WTP-01C. The initial cost is a $49,434.00 Assessment Payment to begin investigation and preliminary design. Water Resources staff has evaluated the reimbursement agreement and recommends approval.~~

Time Frame

Immediate.

Issue

An amended lease agreement is needed to allow for T-Mobile to place the equipment on the tower site.~~A reimbursement agreement is needed to facilitate Enable Oklahoma Intrastate Transmission, LLC relocating a gas line to allow construction activities associated with the planned 3rd phase of the Arcadia Lake WTP expansion.~~

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notification

Posted Agenda.

Fiscal Impacts

Funding/Cost: Revenue $152.00/Monthly~~Initial cost of $49,434.00~~

Budgeted Item Y/N or N/A: **Y**

Account: 563332 - 7804~~563332-8409~~

Attachments-Please attach the agreement document to the item

Site # OK01341A
Market: Oklahoma City, OK

CORRECTED THIRD AMENDMENT TO TOWER LEASE

THIS CORRECTED THIRD AMENDMENT TO TOWER LEASE ("3rd Amendment") is made and entered into by and between City of Edmond, an Oklahoma municipal corporation ("Landlord"), and T-Mobile Central, LLC, a Delaware limited liability company ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Tower Lease with Option dated September 23, 1996 (which, along with any amendments thereto to date, will be referred to collectively as the "Lease" herein), with respect to Premises located at 4601 Woods & Sons Avenue, Edmond, OK 73034.

B. Landlord and Tenant desire to enter into this 3rd Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of the date last signed below, Tenant will have the right to modify its Antenna Facilities as described and depicted on Exhibit B-1 which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit B-1 in all respects.

2. The following is added to Paragraph 4 of the Lease: "As additional consideration for the modification and other rights set forth in the 3rd Amendment, starting on the date that is thirty (30) days after the start of construction of the modifications to the Antenna Facilities, Rent will be increased by One Hundred Fifty-Two U.S. Dollars ($152.00) per month, partial months to be prorated.

3. The parties' notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:	If to Landlord:
T-Mobile USA, Inc. Attn: Lease Compliance/Site No. OK01341A 12920 SE 38th Street Bellevue, WA 98006	City of Edmond P.O. Box 2970 Edmond, OK 73083-2970

4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this 3rd Amendment shall have the same meanings as such terms are given in the Lease. Except as specifically set forth herein, this 3rd Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this 3rd Amendment, the terms and conditions of this 3rd Amendment will govern and control.

5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this 3rd Amendment, or

if any such third-party consent or approval is required, Landlord has obtained any and all such consents or approvals.

6. This 3rd Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this 3rd Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this 3rd Amendment effective as of the date of execution by the last party to sign.

City of Edmond, an Oklahoma municipal Corporation

By:_____
Name: Darrell Davis
Title: Mayor
Date:_____

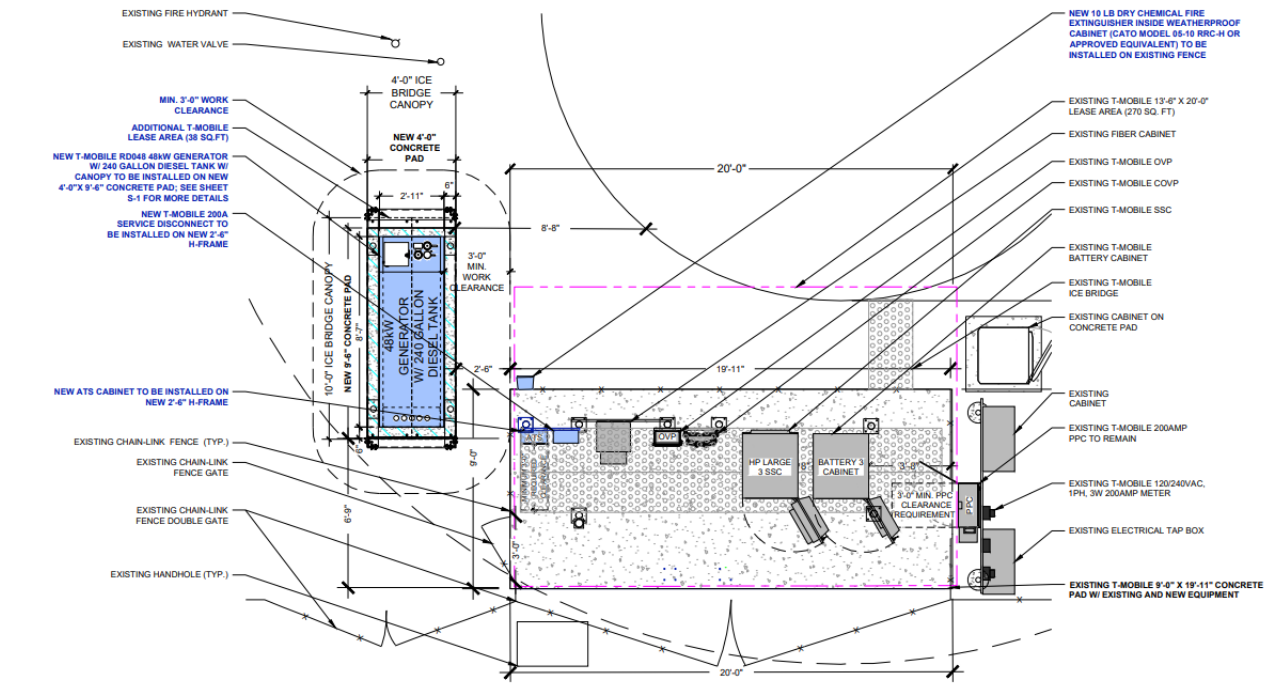
T-Mobile Central LLC, a Delaware limited liability company

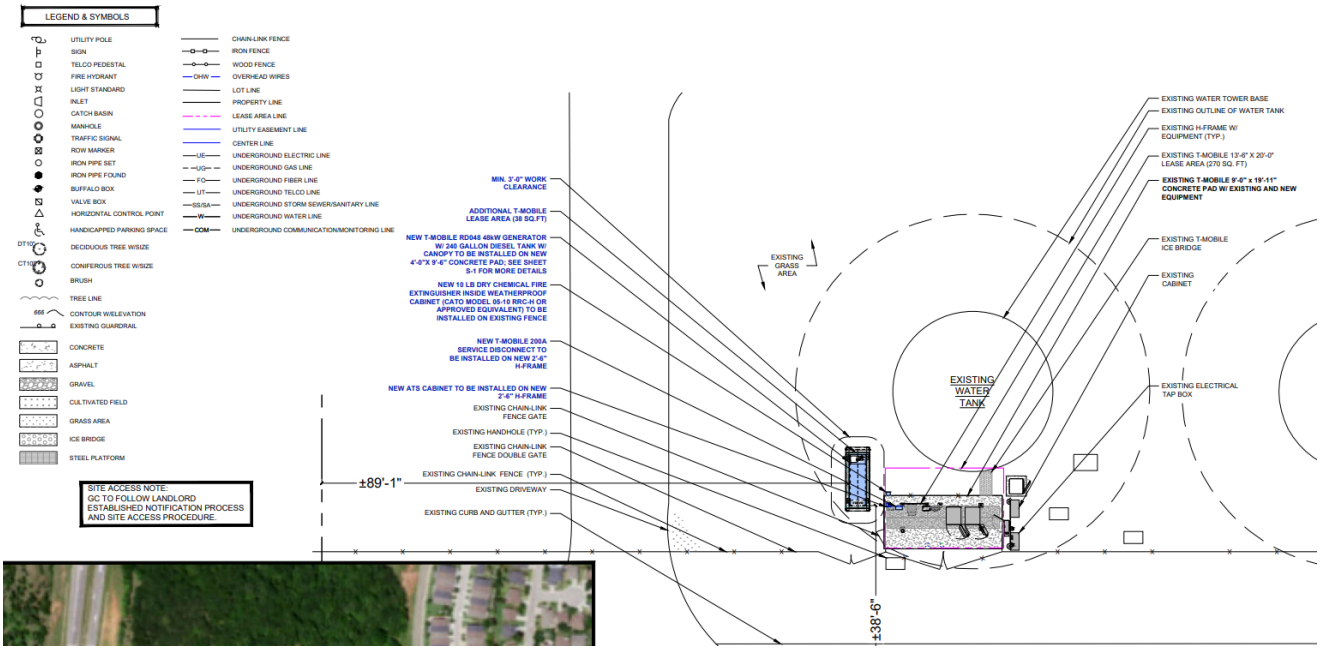
By:_____
Name:_____
Title:_____
Date:_____

Edmond Public Works Authority, a public trust

By:_____
Name: Darrell Davis
Title: Chairman
Date:_____

EXHIBIT B-1





End of Exhibit B-1.

City Council / Public Works Authority **5. B. 1.**

Meeting Date: 02/10/2025

Submitted For: Madeline Sawyer, City Attorney, City Attorney's Office
Email: Madeline.Sawyer@edmondok.gov , Phone: 405-359-4350

Submitted By: Natalie Marshall-Cox, Executive Assistant, City Attorney's Office

Ward: 2

City Council Strategic Plan: N/A

Item

Consideration of Approval of Real Estate Purchase Contract by and Between the Edmond Public Works Authority, the City of Edmond, Janet Tuepker, an Individual, Jinger Harris, an Individual, Jacki Cowan, an Individual, Jerri Caskey, an Individual, and Max Tuepker, an Individual Providing for the Acquisition of Real Property Necessary to the Spring Creek Improvements and Creek Bend Trail Projects; Parcel 7: $1,000,000.00. (Ward 2)

Background

Please note that this item is duplicated under the Edmond Public Works Authority and City Council portions of the agenda as both entities are party to the contract.

The Spring Creek Improvements Project includes multiple projects in the Spring Creek Basin. It includes the Creek Bend Trail Project, Wastewater Master Plan Projects (E4-1, E-2, E4-3, E4-4, E4-5, E5-3A and E6-4A) and future Spring Creek channel improvements. Land which is almost entirely undevelopable floodplain is being purchased along Spring Creek from the lake property at Interstate 35 to Coltrane Road. It is necessary for these projects as well as providing a water quality buffer to Arcadia Lake for drinking water source water protection.

The Creek Bend Trail will connect to the Spring Creek Trail near I-35 and will follow the Spring Creek corridor all the way to Coltrane (see attached trail map). The 1.2 mile long trail is a multipurpose trail for walking as well as biking. The City of Edmond received a Transportation Alternative Project (TAP) grant from the Oklahoma Department of Transportation for the first phase of the Creek Bend Trail, which is nearing completion.

Phase Two of the Creek Bend Trail project requires three parcels which staff have been attempting to acquire for several years. These parcels will be utilized for both the Creek Bend Trail and Wastewater Master Plan components of the Spring Creek Improvements Project.
Phase Two of Creek Bend Trail is under design and once all the three parcels are acquired and the design complete, funds have been budgeted to complete the trail, including a connection on the west side of Coltrane to Chimney Hill Road.

This item requests approval of a Real Estate Purchase Contract, which would acquire one of the three remaining parcels. This particular parcel is commonly known as the Tuepker family property and consists of 39.53 acres at the end of Lilac Lane.

The City has worked with the owner to convey marketable title for this tract and sell it to the City in fee simple for fair market value of $1,000,000.00. Additionally, the City is responsible for legal fees in the amount of $7,000.00 related to a quiet title action (CV-2024-1890) associated with the property.

Closing shall occur on or before March 31, 2025.

Funds verified by Purchasing pending the supplemental approval.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame
Agreement is effective upon approval. Closing shall occur on or before March 31, 2025.

Issue
Additional property is necessary for Spring Creek Improvements Project.

Recommendations
Staff recommends approval.

Action Needed
Motion to approve.

Public Notifications
Posted Agenda.

Fiscal Impact

Amount:	$1,000,000.00
Account:	see below

Additional Information :

$750,000 565352 – 8408 (Wastewater – Sanitary Sewer Construction)
$225,000 340006 – 8626 (2017 CIP – Creek Bend Trail)
$25,000 339001 – 8403 (Real Property – Land Purchases)

Note: City Staff is still exploring the opportunity that this parcel, and others that have been acquired in this area, could be utilized for floodplain protection. If it's determined they can, then staff will take an item to the Stormwater Advisory Board (SWAB) for the Drainage Utility Fund to share in the cost of this and other land acquisitions. After SWAB considers the item, then action by the City Council must occur before Drainage Utility funds are used.

Attachments

Spring Creek Improvements Map
Tuepker Real Estate Contract - Seller Executed

SEC. 32, T-14-N, R-2-W

WILLOWOOD RD

STONEPOINT FIRST OWNERSASSOCIATION, INC.

STONEPOINT DR

INTEGRATED FINANCIAL CORPORATION

SPECTRE HOLDINGS, LLC

UB V, INC.

ARCADIA HILLS, LLC

CITY OF EDMOND

PHASE 1 EAST

PHASE 2

PROPOSED SANITARY SEWER (BY OTHERS)

FOX TAIL DR

FOX RUN TRAIL

FOX POND TRAIL

FOX LAKE INVESTMENTS, LLC

I-35

S. COLTRANE RD

ARCADIA HILLS, LLC

HANCOCK

HULETT

PHASE 1 WEST

ROWE

ROWE

WILSON

WINDING CREEK CIR

FOX HILL TERRACE

GILLMORE RD

CAINS HILL RD

FOX HILL TERRACE

KERRY LN

CIR BEND CT

FOX LAKE LN

SEC. 32, T-14-N, R-2-W

LEGEND

TRAIL (PHASE 1)

TRAIL (PHASE 2)

SANITARY SEWER

LOCATION MAP

PROJECT NO. JP-33267(04) SHEET NO. 0002

CREEK BEND MULTI-PURPOSE TRAIL OKLAHOMA COUNTY

L:\CAD\Projects\226 - Creek Bend Trail\DWG\Phase I\226 - Aerial Map.dwg JMStratham 6/6/2023 4:46 PM

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made and entered into effective as of the ___ day of _____, 2025 (the "Effective Date") by and between the Edmond Public Works Authority, an Oklahoma public trust ("EPWA") and the City of Edmond, Oklahoma, an Oklahoma municipal corporation (the "City") (EPWA and City, collectively, "Buyers"), and Janet Tuepker, an individual, Jerri Caskey, an individual, Jacki Cowan, an individual, Max Tuepker, an individual, and Jinger Harris, an individual, (collectively, "Sellers").

RECITALS

WHEREAS, Sellers now own and desire to sell to Buyers and Buyers desire to acquire from Sellers certain real property more particularly hereinafter described upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Sellers and Buyers do hereby covenant and agree as follows:

1. **PROPERTY.** Upon the terms and conditions set forth in this Contract, Buyers agree to buy from Sellers and Sellers agree to sell to Buyers that certain property consisting of approximately 39.524 acres, located in the Northwest Quarter of Section 32, Township 14 North Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, as further described on Exhibit "A" attached hereto and made apart hereof, subject to survey and verified legal description (the "Land"); surface rights only; together with all of the structures, improvements and fixtures in, on or under the Land (the "Improvements"); together with all of the appurtenances belonging thereto and all of Sellers's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land; subject to existing zoning ordinances, restrictions, easements and rights-of-way. The interest in and to the above-described real property and in and to all other interests thereunto belonging and agreed by the terms of this Contract to be conveyed and sold to Buyers is hereinafter collectively called the "Property."

2. **TERMS.** Buyers shall pay for the Property the sum of One Million and No/100 Dollars ($1,000,000.00), payable at Closing in cash or other certified funds, subject to adjustments, if any, set forth herein. This Contract shall also be subject to the following additional terms:

(a) Buyers will be responsible for legal fees to be paid to Goodwin Lewis in an amount not exceeding $7,000.00 for services associated with Case No: CV-2024-1890, filed in Oklahoma County District Court on July 10, 2024.

(b) Buyers will be responsible for all costs of Closing, except for fees related to the negotiation and completion of this transaction including but not limited to Sellers' attorney fees, if any.

3. **TITLE EVIDENCE.**

(a) Within three (3) days from the Effective Date (as defined below), Sellers shall furnish or cause to be furnished to the Buyers for their review and to the surveyor selected by Buyers, a title insurance commitment (the "Title Commitment") accompanied by legible copies of all documents referenced in such Title Commitment as exceptions to the Sellers' title. The Title Commitment shall be issued by Stewart Title (the "Title Company") by and through Natalie Reid, Natalie.Reid@stewart.com ("Escrow Agent"), committing to issue to Buyers an Owner's Title

Insurance Policy in the amount of the Purchase Price (the "Title Policy") insuring marketable title to the Property in Buyers. The premium for such Policy, including the attorney's fees for examination of the abstract, shall be paid by Buyers. The mechanics and materialmen's liens exception shall be deleted from such Policy.

(b) The parties further agree that an ALTA survey (the "Survey") shall be provided to Buyers by Sellers at Buyers option. The cost of such Survey shall be paid by Buyers. The Survey of the Property shall be prepared by a licensed surveyor, and shall contain such detail and certifications to permit the survey exceptions to be deleted from the Policy. Any encroachment shown on the Survey shall be deemed to be a title defect, unless the Title Company agrees to provide affirmative coverage against loss arising from any final court order or judgment, which denies the right to maintain the existing Improvements on the Land because of such encroachment.

(c) Sellers shall make existing title evidence (base abstract of title or an owner's title insurance policy) available to the Escrow Agent within three (3) days after the Effective Date.

(d) Upon delivery to Buyers of the last of the current Title Commitment for the Title Policy or the Survey, Buyers shall have a reasonable time, not to exceed fourteen (14) days, to examine same and return same to Sellers with a written report specifying any objections or defects in the title or such right to object shall be deemed waived. Sellers shall have fourteen (14) days after receipt of such report to correct such defects and perfect title unless such time is extended in writing by Buyers. If Sellers are unable or unwilling to cure any defects within such period, then unless Buyers waive such defects in writing, this Contract will terminate and neither party shall thereafter have any further rights or obligations hereunder other than those that expressly survive the termination of this Contract..

(e) The title to the Property shall be conveyed to Buyers by General Warranty Deed in recordable form. Upon Closing, the existing abstract of title shall become the property of Buyers.

4. **TAXES, ASSESSMENTS AND PRORATIONS.**

Sellers shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, personal property taxes, matured or unmatured special assessments, interest on any indebtedness assumed hereunder, insurance, all utility bills, salaries and any other expenses related to the operation of the Property. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year, and such proration shall be final. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.

5. **CONDITION OF PROPERTY.**

(a) Until the Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon the Sellers. After the Closing or transfer of possession, such risk shall be upon the Buyers.

(b) Unless otherwise agreed upon in writing, Buyers, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition, including fixtures and equipment permanently affixed to the Property and shall acknowledge the same to Sellers in writing at the Closing. **BUYERS ACKNOWLEDGE THAT SELLERS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE USES TO WHICH IT MAY BE PUT OR THE CONDITION OF ANY IMPROVEMENTS. BUYERS**

ACKNOWLEDGE THAT THEY ARE RELYING UPON THEIR OWN INVESTIGATIONS, TESTS AND STUDIES, AND, SUBJECT TO BUYERS' RIGHTS AS PROVIDED IN THIS CONTRACT, BUYERS AGREE TO ACCEPT THE PROPERTY IN ITS "AS-IS, WHERE-IS, WITH ALL FAULTS" CONDITION ON THE CLOSING DATE. NO WARRANTIES are expressed or implied by Sellers or Sellers' agents that shall be deemed to survive the Closing with reference to the condition of the Property or any fixtures or equipment.

(c) Except for the provisions above, the Sellers shall deliver the Property in its present condition, ordinary wear and tear accepted.

6. **CLOSING/POSSESSION.**

(a) Subject to satisfaction of each party's conditions precedent set forth in this Contract, Closing shall occur on or before March 31, 2025.

(b) Sellers's Deliveries. At Closing, Sellers will deliver or cause to be delivered to the Title Company all of the following items:

i. Deed. A warranty deed in favor of EPWA (the "EPWA Deed") for the Property to be conveyed at the Closing in form approved by EPWA;

ii. Evidence of Authority. Evidence reasonably acceptable to the Title Company, authorizing the consummation by Sellers of the sale contemplated hereby and the execution and delivery of the closing documents on behalf of Sellers;

iii. Nonforeign Affidavit. If required by the Title Company, an affidavit in the form prescribed by Treasury Regulation § 1.14452, confirming Sellers is not a foreign person within the purview of 26 U.S.C. §1445 and the regulation issued thereunder; and

iv. Closing Statement. The closing statement prepared by the Title Company to record the payment of costs, prorations and disbursement of receipts to consummate the closing of the transaction contemplated under this Contract (the "Closing Statement").

7. **BUYERS' EXPENSE.** Buyers shall pay at the time of the Closing, IN CASH OR CERTIFIED FUNDS, all of the escrow closing fee, Buyers' recording fees, Oklahoma sales tax (if any), documentary stamps required, Sellers' recording fees (if any) and all other funds required from Buyers set forth in this Contract.

8. **SELLERS' EXPENSE.** Seller shall pay at the time of the Closing, any other expenses contracted solely by Sellers related to the negotiation and completion of this transaction including but not limited to Sellers' attorney fees, if any.

9. **DEFAULT.**

(a) If Buyers wrongfully refuses to close, Sellers may seek all available remedies at law or in equity, to include specific performance. .

(b) If Sellers' title defects cannot be corrected as herein provided, or if Sellers wrongfully refuse to close, Buyers' Earnest Money shall be returned, this Contract shall terminate,

and neither party shall have any further obligation to the hereunder. Buyers may, at Buyers' option, seek specific performance.

(c) In the event any suit is instituted to enforce the terms of this Contract, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, attorney's fees, court costs, expert witness fees, and costs of suit preparation through all trial and appellate levels and post-judgment proceedings.

10. **NOTICES.** Any notice, request, waiver, demand or consent required or permitted to be given hereunder shall be in writing, and delivered personally or by registered or certified mail, addresses to a party at the following addresses:

EPWA: Edmond Public Works Authority
Attn: City Manager
24 East First Street
Edmond, Oklahoma 73034

With a copy to: City of Edmond
Attn: City Attorney
24 E. First Street
Edmond, Oklahoma 73034

With a copy to: Rubenstein & Pitts, PLLC
Attn: Todd McKinnis
1503 E. 19th Street
Edmond, Oklahoma 73013

SELLERS: Janet Tuepker, Jerri Caskey,
Jacki Cowan, Max Tuepker
and Jinger Harris
Attn: Max Tuepker
1322 N. Walker Ave
Oklahoma City, OK 73103

11. **ACCEPTANCE TIME.** The foregoing offer is made subject to acceptance in writing hereon by Sellers, and the return of an executed copy to the undersigned Buyers on or before 5:00 p.m., January 31, 2025.

12. **1031 TAX DEFERRED EXCHANGE.** Sellers may desire to effectuate a Section 1031 tax-deferred exchange of its interest in the herein described Property all in accordance with Section 1031 of the Internal Revenue Code. The parties hereby agree that they will cooperate in effectuating said tax-deferred exchange, and Sellers may use and exchange intermediary to receive the net proceeds of the sale to hold said net proceeds in accordance with separate exchange documents whereby Sellers will exchange its interest in the Property for other property. It is understood and agreed that Buyers will incur no additional cost or obligations by cooperating with Sellers to effectuate a tax-differed exchange.

13. **ASSIGNMENT OF CONTRACT.** Buyers shall be allowed to assign Contract to any existing or newly formed entity of its choosing. Provided, in no case shall Buyers be relieved of any responsibility under this Contract.

14. **WARRANTIES AND REPRESENTATIONS.** As material consideration for the covenants and agreements of Buyers contained herein, Sellers, to the best of their knowledge, represent and warrant to Buyers as follows:

(a) That Sellers own a complete and undivided marketable fee simple record title to all of the Property;

(b) That each person executing this Contract in the capacity of Sellers has all requisite authority to do so and that all requisite actions have been duly taken for executing this Contract in the capacity of Sellers to authorize the execution and full implementation of all the terms of this Contract;

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, pending or threatened against Sellers or the Property, or any portion or portions thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, including, without limitation, any condemnation or eminent domain proceedings;

(d) That no party, signing as Sellers, has received any notice, order or citation of a zoning, safety, health or environmental code or law violation affecting any part of the Property nor does any party signing as Sellers have actual knowledge of any such code or law violation;

(e) That the execution of this Contract and performance of its terms and conditions by Sellers is not prohibited by any agreement, court injunction or decree to which Sellers is a party or by which it is bound;

(f) That no party signing as Sellers has, during its period of ownership or possession of the Property, used, placed or deposited upon, within or under such property or any part thereof any materials or substances that are defined or classified as hazardous or toxic by any statute, law, rule, regulation or order of any governmental body or agency having jurisdiction or responsibility over the Property as to matters relating to the presence, handling, transportation, storage or removal of hazardous or toxic materials or substances nor do any Sellers know of any such hazardous or toxic materials or substances having at any time been utilized or deposited upon any part of the Property by any person or entity whatsoever nor do any Sellers know of the existence on any part of the Property of any such hazardous or toxic materials or substances; and

(g) That no representation or warranty by any Sellers in this Contract or in any other written certificate or document furnished or to be furnished to Buyers pursuant hereto contains or will contain any untrue statement of a material fact or will omit any material fact or statement.

All parties executing this Contract as Sellers specifically represent to Buyers that the above warranties and representations are true and correct as of the date of the execution of this Contract and that each such warranty and representation shall be true and correct at the time of the Closing of this real estate sales transaction and delivery of deed by Sellers to Buyers. Buyers' obligations to acquire the Property shall be conditioned upon such representations remaining true and correct as of the date of the Closing. It is specifically agreed by all parties executing this Contract as Sellers that each of such warranties and representations shall survive the Closing of this sales transaction and the delivery of deed to the Property by Sellers to Buyers as herein provided and shall not be deemed to have merged therewith.

15. **GOVERNING LAW.** This Contract is being executed, delivered and the subject of this Contract is in the City of Edmond, Oklahoma County, Oklahoma. This Contract is to be construed according

to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. All actions with respect to this Contract may be instituted in the courts of the State of Oklahoma or the United States District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

16. **ENTIRE AGREEMENT**. This Contract constitutes the entire agreement between EPWA, City and Sellers relating to the sale under certain terms and conditions as described herein. This Contract supersedes, in all respects, all prior written or oral agreements between the parties relating to the subject matter hereof and there are no agreements, understandings, warranties or representations between SELLERS and BUYERS except as set forth herein.

17. **BINDING EFFECT, COUNTERPARTS AND FACSIMILES.** This Contract, when executed by both Sellers and Buyers, shall be binding upon and inure to the benefit of each of each party executing this Contract in the capacity of Sellers, their respective heirs, legal and personal representatives, successors and assigns, and shall be binding upon and inure to the benefit of the Buyers, their designee, successors and assigns. This Contract sets forth the complete understanding of Sellers and Buyers and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended, modified, or assigned by written agreement signed by both Sellers and Buyers. This Contract may be executed in any number of counterparts when taken together shall be valid, enforceable and binding upon all of the parties. The parties acknowledge and agree that this Contract may be executed by electronic signature, including, but not limited to, by portable document format (.pdf) signatures, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

18. **ATTORNEY'S FEES.** If any party institutes an action or proceeding against the other relating to the provisions of this Contract or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys' fees, disbursements and litigation expenses incurred by the successful party.

19. **BROKERAGE.** Sellers represent and warrant to Buyers that Sellers have not dealt with any broker or any other person entitled to claim a commission in connection with the transaction. Sellers and Buyers agree to indemnify and save each other harmless from any and all broker's fees and/or commissions and from claims made by any other person for any such commission, finder's fees or like compensation, claiming to have dealt with the Sellers, or the Buyers as the case may be, in connection with the transactions contemplated by this Contract. This provision shall survive the Closing.

20. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Contract.

[*Signatures on the following pages.*]

BUYERS:

THE EDMOND PUBLIC WORKS AUTHORITY,
an Oklahoma public trust

By: _____
, Chairman

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, as the Chairman of the Edmond Public Works Authority, an Oklahoma public trust.

_____
Notary Public

[STAMP OR SEAL]

My Commission Expires:
My Commission No.:

CITY OF EDMOND,
an Oklahoma municipal corporation

By: _____
Darrell Davis, Mayor

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, as the Mayor of the City of Edmond, an Oklahoma municipal corporation.

_____
Notary Public

[STAMP OR SEAL]
My Commission Expires:
My Commission No.:

SELLERS:

Janet Tuepker

Janet Tuepker, an individual

STATE OF OK)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 30 day of Jan 2025, 2025, by Janet Tuepker, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Randi Stoll

Notary Public

[STAMP OR SEAL]

RANDI STOLL NOTARY # 18004727 EXP. 05/09/26 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5-9-26
My Commission No.: 18004727

Jerri Caskey

Jerri Caskey, an individual

STATE OF Colorado)
) ss.
COUNTY OF Chaffee)

The foregoing instrument was acknowledged before me this 30th day of January, 2025, by Jerri Caskey, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Jamie Leigh Estrada

Notary Public

[STAMP OR SEAL]

JAMIE LEIGH ESTRADA
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20234013827
MY COMMISSION EXPIRES APR 11, 2027

My Commission Expires:
My Commission No.: April 11, 2027

Jacki Cowan

Jacki Cowan, an individual

JJ

STATE OF OK)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 30 day of Jan 2025, 2025, by Jacki Cowan, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Randi Stoll

Notary Public

[STAMP OR SEAL]

RANDI STOLL NOTARY # 18004727 EXP. 05/09/26 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5.9.26
My Commission No.: 18004727

Max Tuepker

Max Tuepker, an individual

STATE OF OK)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 30 day of Jan 2025, 2025, by Max Tuepker, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Randi Stoll

Notary Public

[STAMP OR SEAL]

RANDI STOLL NOTARY # 18004727 EXP. 05/09/26 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5.9.26
My Commission No.: 18004727

Jinger Harris, an individual

STATE OF OK)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 30 day of Jan 2025, 2025, by Jinger Harris, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

RANDI STOLL NOTARY PUBLIC ID 18004727 EXP: 05/06/25 STATE OF OKLAHOMA

Randi Stoll
Notary Public

[STAMP OR SEAL]

My Commission Expires: 5.6.26

My Commission No.: 18004727

EXHIBIT A

Property Legal Description

A tract of land lying in the Northwest Quarter of Section 32, Township 14 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:
Commencing at the Northeast corner of said Northwest Quarter; thence South 00 degrees 05' 23" East along the East line of said Northwest Quarter a distance of 1319.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 05' 23" East along said East Line a distance of 1304.94 feet to the Southeast corner of said Northwest Quarter; thence South 89 degrees 42' 37" West along the South line of said Northwest Quarter a distance of 1319.25 feet; thence North 00 degrees 02' 21" West a distance of 1306.95 feet; thence North 89 degrees 47' 51" East a distance of 1318.09 feet to the point of beginning and containing 1,722,100 square feet or 39.5340 acres, more or less,
LESS AND EXCEPT: Commencing at the Northeast corner of said Northwest Quarter; thence South 00 degree 05' 23" East along the East line of said Northwest Quarter a distance of 1319.00 feet; thence South 89 degrees 47' 51" West a distance of 571.44 feet to the POINT OF BEGINNING; thence South 00 degree 12' 09" East a distance of 156.30 feet; thence South 89 degree 47' 51" West a distance of 418.00 feet; thence North 00 degrees 12' 89" West a distance of 156.30 feet; thence North 89 degrees 47' 51" East a distance of 418.00 feet to the point of beginning and containing 65,333 square feet or 1.4998 acres, more or less.
Said parcel, less exception, contains 1,656,767 square feet or 38.0342 acres, more or less.

AND

NW4 SEC 32 14N 2W BEG 1319FT S & 571.44FT W OF NE/C NW4 TH S156.30FT W418FT N156.30FT E418FT TO BEG

Commonly known as 600 LILAC DR EDMOND, OK.

City Council / Public Works Authority **5. B. 2.**

Meeting Date: 02/10/2025

Submitted For: Andy Conyers, Assistant City Manager of Administration, City Manager's Office

Email: Andy.Conyers@edmondok.gov , Phone: 405-359-4500

Submitted By: Andy Conyers, Assistant City Manager of Administration, City Manager's Office

Ward: 2

City Council Strategic Plan: Strategic Initiative 2 – Quality of Life

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Item

Consideration of Approval of a Supplemental Appropriation for a Real Estate Purchase Contract Between Edmond Public Works Authority, the City of Edmond and Janet Tuepker, Jinger Harris, Jacki Cowan, Jerri Caskey and Max Tuepker for the Acquisition of Real Property Necessary for the Spring Creek Interceptor Sewer Improvements and Creek Bend Trail; $25,000.00. (Ward 2)

Background

This is a companion to another item on this agenda and relates to property acquisition necessary for the construction of sewer improvements and a trail. Full background on the project can be found within that item. This item would move money from reserves in the Real Property Fund in order for it to contribute to the funding for this property acquisition. Moving this $25,000 from reserves would leave a balance of less than $3,000 within the Real Property Fund.

Time Frame

If approved the funds would move immediately.

Issue

Moving money from reserves to contribute to the funding of property acquisition necessary for the construction of a sewer improvement and trail.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notification

Posted agenda.

Fiscal Impact

Amount: $25,000.00

Account: 339001 - Real Property Fund

Additional Information:

From: Real Property Reserves (339xxx)
To: Real Property - Land Purchases (339001 - 8403)

City Council / Public Works Authority **5. B. 3.**

Meeting Date:	02/10/2025
Submitted For:	Madeline Sawyer, City Attorney, City Attorney's Office
	Email: Madeline.Sawyer@edmondok.gov , Phone: 405-359-4350
Submitted By:	Natalie Marshall-Cox, Executive Assistant, City Attorney's Office
Ward:	2
City Council Strategic Plan:	N/A

Item

Consideration of Approval of Real Estate Purchase Contract by and Between the Edmond Public Works Authority, the City of Edmond, and Stonepoint First Owner's Association, Inc. Providing for the Acquisition of Real Property Necessary to the Spring Creek Improvements and Creek Bend Trail Projects; Parcel 6: $5,000.00. (Ward 2)

Background

Please note that this item is duplicated under the Edmond Public Works Authority and City Council portions of the agenda as both entities are party to the contract.

The Spring Creek Improvements Project includes multiple projects in the Spring Creek Basin. It includes the Creek Bend Trail Project, Wastewater Master Plan Projects (E4-1, E-2, E4-3, E4-4, E4-5, E5-3A and E6-4A) and future Spring Creek channel improvements. Land which is almost entirely undevelopable floodplain is being purchased along Spring Creek from the lake property at Interstate 35 to Coltrane Road. It is necessary for these projects as well as providing a water quality buffer to Arcadia Lake for drinking water source water protection.

The Creek Bend Trail will connect to the Spring Creek Trail near I-35 and will follow the Spring Creek corridor all the way to Coltrane (see attached trail map). The 1.2 mile long trail is a multi-purpose trail for walking as well as biking. The City of Edmond received a Transportation Alternative Project (TAP) grant from the Oklahoma Department of Transportation for the first phase of the Creek Bend Trail, which is nearing completion.

Phase Two of the Creek Bend Trail project requires three parcels which staff have been attempting to acquire for several years. These parcels will be utilized for both the Creek Bend Trail and Wastewater Master Plan components of the Spring Creek Improvements Project.
Phase Two of Creek Bend Trail is under design and once all the three parcels are acquired and the design complete, funds have been budgeted to complete the trail, including a connection on the west side of Coltrane to Chimney Hill Road.

This item requests approval of a Real Estate Purchase Contract, which would acquire one of the three remaining parcels. This particular parcel is owned by the Stonepoint First Owner's Association, Inc. and consists of 2.96 acres South of Stonepoint Drive.

The owner has agreed to sell this property to the City for $5,000.00. Additionally, the City has agreed to waive an outstanding fine in the amount of approximately $2,000. This fine is due to costs incurred by the City for abatement of tall grass and weeds on the property.

Funds verified by Purchasing.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame
Agreement is effective upon approval. Closing will occur as soon as practicable after approval of the Real Estate Purchase Agreement.

Issue
Additional property is necessary for the Spring Creek Improvements Project.

Recommendations
Staff recommends approval.

Action Needed
Motion to approve.

Public Notifications
Posted Agenda.

Fiscal Impact

Amount:	$5,000.00
Account:	see below

Additional Information :

$2,500	340006 – 8626 (2017 CIP – Creek Bend Trail)
$2,500	565352 – 8408 (Wastewater – Sanitary Sewer Construction)

Attachments

Stonepoint/ City of Edmond Purchase Agreement
Spring Creek Improvements Map

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made and entered into effective as of the 2nd day of January, 2024 (the "Effective Date") by and between the Edmond Public Works Authority, an Oklahoma public trust ("EPWA") and The City of Edmond, Oklahoma, an Oklahoma municipal corporation (the "City") (EPWA and City, collectively, "Buyers"), and STONEPOINT FIRST OWNERS' ASSOCIATION, INC., an Oklahoma corporation (the "Seller").

RECITALS

WHEREAS, Seller now owns and desires to sell to Buyer and Buyer desires to acquire from Seller certain real property more particularly hereinafter described upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Seller and Buyer do hereby covenant and agree as follows:

1. **PROPERTY.** Upon the terms and conditions set forth in this Contract, Buyer agrees to buy from Seller and Seller agrees to sell to Buyer that certain property and abutting Creek Bend Trail consisting of approximately 3.07 acres, located in Stonepoint First Addition, Edmond, Oklahoma County, Oklahoma, as further described on Exhibit "A" attached hereto and made apart hereof, subject to survey and verified legal description (the "Land"); surface rights only; together with all of the structures, improvements and fixtures in, on or under the Land (the "Improvements"); together with all of the appurtenances belonging thereto and all of Seller's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land; subject to existing zoning ordinances, restrictions, easements and rights-of-way. The interest in and to the above-described real property and in and to all other interests thereunto belonging and agreed by the terms of this Contract to be conveyed and sold to Buyer is hereinafter collectively called the "Property."

2. **TERMS.** Buyer shall pay for the Property the sum of Five Thousand and No/100 Dollars ($5,000.00), payable as follows:

(a) The sum of $ 1,000.00 (check) as Earnest Money delivered to the Seller upon execution of this Contract, to be applied to the Purchase Price at the time of the Closing. The Title Company shall be Stewart Title, 30 E. Campbell St. Ste 100, Edmond, OK 73034, Attn: Natalie Reid, or such other title company chosen by the Buyer (the "Escrow Agent");

(b) The remainder of the Purchase Price shall be paid by Buyer to Seller at Closing in cash or other certified funds, subject to adjustments, if any, set forth herein.

(c) This Contract shall also be subject to the following additional terms:

i) The Buyer shall, at its sole expense, mark and maintain the curved part of the road along the Property as a "NO PARKING" zone with a painted curb and a "No Parking" sign.
ii) The Buyer shall pay or waive an existing fine from the City of Edmond for tall grass or weeds on the Property ("Citation #2023-100320"). The original amount incurred by Seller was $1,900.00 and the outstanding amount owed by Seller as of the date of execution of this Contract is $_____.
iii) The Buyer acknowledges the importance of the peacocks to the Seller's neighborhood and in an effort to help preserve the wildlife in the area, the

City will use reasonable efforts to protect the habitat for wildlife within the development of the Creek Bend Trail.

3. **TITLE EVIDENCE.**

(a) Within three (3) days from the Effective Date (as defined below), Seller shall furnish or cause to be furnished to the Buyer for its review and to the surveyor selected by Buyer, a title insurance report (the "Title Report") accompanied by legible copies of any documents referenced in such Title Report. The Title Report shall be issued by Stewart Title (the "Title Company") by and through the Escrow Agent.

(b) The parties further agree that an ALTA survey (the "Survey") may be provided at the request of Buyer. The cost of such Survey shall be paid by Buyer. The Survey of the Property shall be prepared by a licensed surveyor, and shall contain such detail and certifications to permit the survey exceptions to be deleted from the Policy. Any encroachment shown on the Survey shall be deemed to be a title defect, unless the Title Company agrees to provide affirmative coverage against loss arising from any final court order or judgment, which denies the right to maintain the existing Improvements on the Land because of such encroachment.

(c) Seller shall make existing title evidence (existing ALTA survey, base abstract of title or an owner's title insurance policy) available to the Escrow Agent within three (3) days after the Effective Date.

(d) Upon delivery to Buyer of the last of the current Title Report or the Survey, Buyer shall have a reasonable time, not to exceed fourteen (14) days, to examine same and return same to Seller with a written report specifying any objections or defects in the title or such right to object shall be deemed waived. Seller shall have fourteen (14) days after receipt of such report to correct such defects and perfect title unless such time is extended in writing by Buyer. If Seller is unable or unwilling to cure any defects within such period, then unless Buyer waives such defects in writing, this Contract will terminate and the Earnest Money shall be refunded to Buyer less costs, which Buyer has agreed to pay.

(e) The title to the Property shall be conveyed to Buyer by General Warranty Deed in recordable form. Upon Closing, the existing abstract of title shall become the property of Buyer.

4. **TAXES, ASSESSMENTS AND PRORATIONS.**

Seller shall pay all expenses owing to the day of Closing, including, but not limited to personal property taxes, matured or unmatured special assessments, interest on any existing indebtedness but not including accrued interest related to Citation #2023-100320, insurance, all utility bills, salaries and any other expenses related to the operation of the Property. Notwithstanding the foregoing, Seller shall not be responsible for payment of the outstanding ad valorem taxes related to the 2025 tax year or any amounts owed, including interest related to Citation #2023-100320. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year, and such proration shall be final. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.

5. **CONDITION OF PROPERTY.**

Unless otherwise agreed upon in writing, Buyer, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition, including fixtures and equipment permanently affixed to the Property and shall acknowledge the same to Seller

in writing at the Closing. **BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE USES TO WHICH IT MAY BE PUT OR THE CONDITION OF ANY IMPROVEMENTS. BUYER ACKNOWLEDGES THAT IT IS RELYING UPON ITS OWN INVESTIGATIONS, TESTS AND STUDIES, AND, SUBJECT TO BUYER'S RIGHTS AS PROVIDED IN THIS CONTRACT, BUYER AGREES TO ACCEPT THE PROPERTY IN ITS "AS-IS, WHERE-IS, WITH ALL FAULTS" CONDITION ON THE CLOSING DATE. NO WARRANTIES** are expressed or implied by Seller or Seller's agents that shall be deemed to survive the Closing with reference to the condition of the Property or any fixtures or equipment.

6. **CLOSING/POSSESSION.**

(a) Subject to satisfaction of each party's conditions precedent set forth in this Contract, Closing shall occur on or before December 31, 2024.

(b) Seller's Deliveries. At Closing, Seller will deliver or cause to be delivered to the Title Company all of the following items:

i. Deed. A warranty deed in favor of EPWA (the "EPWA Deed") for the Property to be conveyed at the Closing in form approved by EPWA;

ii. Evidence of Authority. Evidence reasonably acceptable to the Title Company, authorizing the consummation by Seller of the sale contemplated hereby and the execution and delivery of the closing documents on behalf of Seller;

iii. Nonforeign Affidavit. If required by the Title Company, an affidavit in the form prescribed by Treasury Regulation § 1.14452, confirming Seller is not a foreign person within the purview of 26 U.S.C. §1445 and the regulation issued thereunder; and

iv. Closing Statement. The closing statement prepared by the Title Company to record the payment of costs, prorations and disbursement of receipts to consummate the closing of the transaction contemplated under this Contract (the "Closing Statement").

7. **BUYER'S EXPENSE.** Buyer shall pay at the time of the Closing, IN CASH OR CERTIFIED FUNDS, all of the escrow closing fee, Buyer's recording fees, Oklahoma sales tax (if any), documentary stamps required, Seller's recording fees (if any), Seller's outstanding ad valorem taxes for the current year and all other funds required from Buyer set forth in this Contract.

8. **SELLER'S EXPENSE.** Seller shall pay at the time of the Closing, any other expenses contracted solely by the Seller related to the negotiation and completion of this transaction including but not limited to attorney fees and fees related to Rebecca Fincher or the Community Firm.

9. **DEFAULT.**

(a) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to Seller, which shall be Seller's sole and exclusive remedy, this Contract shall terminate, and neither party shall have any further obligation to the other hereunder.

(b) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned, this Contract shall terminate,

and neither party shall have any further obligation to the hereunder. Buyer may, at Buyer's option, seek specific performance.

(c) In the event any suit is instituted to enforce the terms of this Contract, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, attorney's fees, court costs, expert witness fees, and costs of suit preparation through all trial and appellate levels and post-judgment proceedings.

10. **NOTICES**. Any notice, request, waiver, demand or consent required or permitted to be given hereunder shall be in writing, and delivered personally or by registered or certified mail, addresses to a party at the following addresses:

EPWA: Edmond Public Works Authority
Attn: City Manager
24 East First Street
Edmond, Oklahoma 73034

With a copy to: City of Edmond
Attn: City Attorney
24 E. First Street
Edmond, Oklahoma 73034

With a copy to: Rubenstein & Pitts, PLLC
Attn: Todd McKinnis
1503 E. 19th Street
Edmond, Oklahoma 73013

SELLER: Stonepoint First Owner's Association
Attn: Christian Gutteridge
2000 East 15th Street, Suite 150B
Edmond, OK 73013

With a copy to: The Community Firm
Attn: Rebecca Fincher
2000 East 15th Street, Suite 150B
Edmond, OK 73013

11. **ACCEPTANCE TIME.** The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to the undersigned Buyer on or before 5:00 p.m., November 27, 2024.

12. **ASSIGNMENT OF CONTRACT.** Buyer shall be allowed to assign Contract to any existing or newly formed entity of its choosing. Provided, in no case shall Buyer be relieved of any responsibility under this Contract.

13. **WARRANTIES AND REPRESENTATIONS.** As material consideration for the covenants and agreements of Buyer contained herein, Seller, to the best of its knowledge, represents and warrants to EPWA as follows:

(a) That Seller owns a complete and undivided marketable fee simple record title to all of the Property;

(b) That each person executing this Contract in the capacity of Seller has all requisite authority to do so and that all requisite actions have been duly taken for executing this Contract in the capacity of Seller to authorize the execution and full implementation of all the terms of this Contract;

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, pending or threatened against Seller or the Property, or any portion or portions thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, including, without limitation, any condemnation or eminent domain proceedings;

(d) That no party signing as Seller has received any notice, order or citation of a zoning, safety, health or environmental code or law violation affecting any part of the Property nor does any party signing as Seller have actual knowledge of any such code or law violation;

(e) That the execution of this Contract and performance of its terms and conditions by Seller is not prohibited by any agreement, court injunction or decree to which Seller is a party or by which it is bound; and

(f) That no representation or warranty by any Seller in this Contract or in any other written certificate or document furnished or to be furnished to Buyer pursuant hereto contains or will contain any untrue statement of a material fact or will omit any material fact or statement.

15. **GOVERNING LAW**. This Contract is being executed, delivered and the subject of this Contract is in the City of Edmond, Oklahoma County, Oklahoma. This Contract is to be construed according to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. All actions with respect to this Contract may be instituted in the courts of the State of Oklahoma or the United States District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

16. **ENTIRE AGREEMENT**. This Contract constitutes the entire agreement between EPWA and Seller relating to the sale under certain terms and conditions as described herein. This Contract supersedes, in all respects, all prior written or oral agreements between the parties relating to the subject matter hereof and there are no agreements, understandings, warranties or representations between SELLER and EPWA except as set forth herein.

17. **BINDING EFFECT, COUNTERPARTS AND FACSIMILES.** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of each of each party executing this Contract in the capacity of Seller, their respective heirs, legal and personal representatives, successors and assigns, and shall be binding upon and inure to the benefit of the Buyer, its designee, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer. This Contract may be executed in any number of counterparts when taken together shall be valid, enforceable and binding upon all of the parties. The parties acknowledge and agree that this Contract may be executed by electronic signature, including, but not limited to, by portable document format (.pdf) signatures, which shall

be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

18. **ATTORNEY'S FEES.** If any party institutes an action or proceeding against the other relating to the provisions of this Contract or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys' fees, disbursements and litigation expenses incurred by the successful party.

19. **BROKERAGE.** Seller represents and warrants to Buyer that Seller has not dealt with any broker or any other person entitled to claim a commission in connection with the transaction. Seller and Buyer agree to indemnify and save each other harmless from any and all broker's fees and/or commissions and from claims made by any other person for any such commission, finder's fees or like compensation, claiming to have dealt with the Seller, or the Buyer as the case may be, in connection with the transactions contemplated by this Contract. This provision shall survive the Closing.

20. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Contract.

[Signatures on following page.]

IN WITNESS WHEREOF, EPWA has executed this Contract as of the Effective Date.

BUYER:

THE EDMOND PUBLIC WORKS AUTHORITY,
an Oklahoma public trust

By:_____
Darrell A. Davis, Chairman

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of November, 2024, by _____, as the Chairman of the Edmond Public Works Authority, an Oklahoma public trust.

_____
Notary Public

[STAMP OR SEAL]

My Commission Expires:
My Commission No.:

IN WITNESS WHEREOF, CITY has executed this Contract as of the Effective Date.

THE CITY OF EDMOND, OKLAHOMA,
an Oklahoma municipal corporation

By:_____
Darrell A. Davis, Mayor

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of November, 2024, by _____, as the Chairman of the Edmond Public Works Authority, an Oklahoma public trust.

_____
Notary Public

[STAMP OR SEAL]

My Commission Expires:
My Commission No.:

IN WITNESS WHEREOF, SELLER has executed this Contract as of the Effective Date.

SELLER: STONEPOINT FIRST OWNERS' ASSOCIATION, INC.

By: _____
Christian Gutteridge, Board of Directors

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 2nd day of ~~November~~ January, 2025, by Christian Gutteridge as member of the Board of Directors of STONEPOINT FIRST OWNERS' ASSOCIATION, INC.

_____
Notary Public

[STAMP OR SEAL]

My Commission Expires:

My Commission No.:

RENEE MICHELLE CURTIS
Notary Public, State of Oklahoma
Commission #23005802
My Commission Expires April 26, 2027

EXHIBIT A

Property Legal Description

All of Block Four (4), STONEPOINT 1st ADDITION, an addition to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

SEC. 32, T-14-N, R-2-W

WILLOWOOD RD

STONEPOINT FIRST OWNERSASSOCIATION, INC.

STONEPOINT DR

INTEGRATED FINANCIAL CORPORATION

SPECTRE HOLDINGS, LLC

UB V, INC.

ARCADIA HILLS, LLC

CITY OF EDMOND

PHASE 1 EAST

PHASE 2

PROPOSED SANITARY SEWER (BY OTHERS)

FOX TAIL DR

FOX RUN TRAIL

FOX POND TRAIL

FOX LAKE INVESTMENTS, LLC

I-35

S. COLTRANE RD

ARCADIA HILLS, LLC

HANCOCK

HULETT

PHASE 1 WEST

ROWE

ROWE

WILSON

WINDING CREEK CIR

FOX HILL TERRACE

GILLMORE RD

CAINS HILL RD

FOX HILL TERRACE

KERRY LN

CIR BEND CT

FOX LAKE LN

SEC. 32, T-14-N, R-2-W

LEGEND

TRAIL (PHASE 1)

TRAIL (PHASE 2)

SANITARY SEWER

LOCATION MAP

PROJECT NO. JP-33267(04) SHEET NO. 0002

CREEK BEND MULTI-PURPOSE TRAIL OKLAHOMA COUNTY

L:\CAD\Projects\226 - Creek Bend Trail\DWG\Phase I\226 - Aerial Map.dwg JMStratham 6/6/2023 4:46 PM

City Council / Public Works Authority **7. A.**

Meeting Date: 02/10/2025

Submitted For: Kory Atcuson-Coley, City Clerk, City Clerk's Office

Email: Kory.Atcuson-Coley@edmondok.gov , Phone: 405-359-4555

Submitted By: Kory Atcuson-Coley, City Clerk, City Clerk's Office

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of City Council Regular Meeting Minutes: January 27, 2025. (Citywide)

Background

Time Frame

Issue

Recommendations

Action Needed

Public Notification

Attachments

20250127CC

Edmond City Council Minutes - January 27, 2025

Regular Meeting

1. Call to Order of the Edmond City Council Meeting.

Mayor Davis called the regular meeting of the Edmond City Council to order at 5:30 PM, Monday, January 27, 2025, in the City Council Chambers located at 20 S. Littler in Edmond, Oklahoma. Public notice of the date, time, and place for this meeting was provided in the Edmond City Council 2025 Schedule of Regular Meetings, filed in the Edmond City Clerk's Office on August 27, 2024, at 10:30 AM. The date, time, place, and agenda for this meeting was also posted on the City of Edmond's website and in the City First Administration Building on January 23, 2025, at 2:03 PM.

PRESENT: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

ABSENT: None

2. Presentations:

A. Recognition of Janet Yowell for Over 35 Years of Service to the City of Edmond.

Mayor Davis recognized Janet Yowell, Executive Director of the Edmond Economic Development Authority, for her many years of service to the City of Edmond.

3. Appointments and Reappointments:

A. Ward Four Appointments and Reappointments:

1. Appointment of James Boggs to the Citizen TIF Oversight Committee to Replace Jared Frazier; No Max Term.

Motion by Councilmember Moore, seconded by Councilmember Peterson, to approve all appointments and reappointments made under agenda item 3. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

4. Recess of the Edmond City Council Meeting.

Motion by Councilmember Peterson, seconded by Councilmember Mugg, to recess the Edmond City Council Meeting. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

Mayor Davis reconvened the Edmond City Council Meeting.

8. City Council General Consent Items:

A. Consideration of Approval of City Council Regular Meeting Minutes: January 13, 2025.

B. Consideration of Acceptance of the City Treasurer's Month-End Pooled and Trustee Investment Reports for October and November 2024.

C. Consideration of Approval of an Amendment to the Agreement with Oklahoma Natural Gas Company Which Permits the City of Edmond to Encroach on a Right of Way Located Within the A.C. Caplinger Sports Complex.

D. Consideration of Approval of a Community Wildfire Protection Plan for Lake Hiwassee.

E. Consideration of Acceptance of Final Plat, Public Improvement, and Maintenance Bonds for Dooley Creek Phase 2.

F. Case No. PR24-00028; Consideration of Approval of the Final Plat for Dunkin at Edmond (K15 Addition), Located on the West Side of Kelly Avenue, North of 15th Street. (Phase One Design, LLC)

G. Case No. PR22-00027; Consideration of Approval of the Final Plat for Sylhet Drive Addition to be Located on the West Side of Sooner Road, Approximately 1/2 Mile North of East Second Street and North of the Tuscan Park Addition. (Jahangir H & M Ghaznavi)

H. Consideration of Approval of Resolution No. 5-25 Amending the Terms of the Interlocal Cooperative Agreement between the City of Edmond and the Independent School District No. 12 of Oklahoma County a/k/a Edmond Public Schools Related to the Operation of a Competitive Swimming Pool Facility at Mitch Park.

I. Consideration of Approval of Resolution No. 6-25 Supporting the City's Application to the Land and Water Conservation Fund (LWCF) Grant Program for Improvements to the Charles D. Lamb Nature Preserve.

J. Consideration of Acceptance of Award for the Comprehensive Community Mental Health Services for Children with Serious Emotional Disturbances (SED) Grant Agreement with the U.S. Department of Health and Human Services for the Edmond System of Care.

K. Consideration of Approval of Agreement with Healthy Minds Policy Initiative for 2025 Consulting Services; $175,000.00.

L. Consideration of Approval of Supplemental Appropriation Accepting Grant Revenue for Opioid Abatement Grant Award from the Office of Attorney General; $124,894.68.

M. Consideration of Acceptance of an Emergency Management Performance Grant (EMPG) Award in the Amount of $17,500.00 and an Emergency Management Performance Training Grant in the Amount of $800.00; $18,300.00.

N. Consideration of Approval of Transfer of Appropriation for Printing Services for the Department of Building and Safety; $2,500.00.

Mayor Davis asked if any Councilmember wished to pull any of the fourteen items under City Council General Consent for separate discussion and/or action. No Councilmember responded.

Motion by Councilmember Mugg, seconded by Councilmember Murdock Nichols, to approve agenda items 8.A. through 8.N. Mayor Davis asked if any Councilmember wished to speak for

or against the items under City Council General Consent. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

9. City Council Discussion and Consideration Items:

A. Consideration of City Council General Consent Agenda Items Pulled for Separate Discussion and/or Action.

None

B. Discussion and Presentation of the Long Range Transit Plan (LRTP) Currently Under Development by the Association of Central Oklahoma Governments (ACOG) for the ACOG Transportation Management Area.

Representatives from Embark and ACOG provided general information regarding the agenda item.

C. Consideration of Approval of an Amendment to the Memorandum of Understanding with the Edmond Land Conservancy Regarding the Deed of Conservation Easement for the Land Located South of Hafer Park Previously Labeled as the Preserve at Hafer Park, Now Known as the Charles D. Lamb Nature Preserve.

Brad Raney, Director of Parks and Recreation, provided general information regarding the agenda item.

Mayor Davis asked if there were any questions or comments from members of the City Council.

Councilmember Mugg requested that updates regarding the project be provided to the City Council.

Motion by Councilmember Peterson, seconded by Councilmember Mugg, to approve agenda item 9.C. Mayor Davis asked if any Councilmember wished to speak for or against the agenda item. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

10. City Council Public Hearing Items:

A. Case No. Z24-00020; Public Hearing and Consideration of Ordinance No. ___ Rezoning from "D-3 PUD" Office Commercial Planned Unit Development, "D-3" Office Commercial, and "D-0" Suburban Office to "PUD Z24-00020" Planned Unit Development for Turtle Creek Storage, Located on the South Side of East 15th Street, East of Bryant Avenue. (BLD, LLC)

Motion by Councilmember Moore, seconded by Councilmember Murdock Nichols, to continue agenda item 10.A. to the February 10, 2025 City Council meeting. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

B. Case No. SP23-00009; Public Hearing and Consideration for a Site Plan Application for Centerline Plumbing, Located West of Broadway Avenue, on Broadway Court. (Centerline Plumbing)

Mayor Davis asked if the applicant was present. The applicant responded affirmatively.

Ken Bryan, Director of Planning and Zoning, provided general information regarding the agenda item noting that the Planning Commission unanimously recommended approval at their January 7, 2025, meeting.

Members of the City Council expressed concern regarding the amount of landscape variance requested and asked whether the applicant would be willing to continue the item to meet with staff to reduce the amount of landscape variance on the project.

Ofelia Cancio, representing the applicant, responded that the applicant was willing to continue the agenda item to work with staff.

Motion by Councilmember Mugg, seconded by Councilmember Murdock Nichols, to continue agenda item 10.B. to the February 24, 2025, City Council meeting. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

C. Case No. Z24-00021; Public Hearing and Consideration of Ordinance No. 4022 Rezoning from "B PUD" Two-Family Planned Unit Development and "A" Single-Family to "PUD" Planned Unit Development for Lincoln Avenue Residential, Located Northwest of Jackson Street and Lincoln Avenue. (Wallace Design)

Mayor Davis asked if the applicant for agenda items 10.C. was present. The applicant responded affirmatively.

Ken Bryan, Director of Planning and Zoning, provided general information regarding the agenda item noting that the Planning Commission unanimously recommended approval at their January 7, 2025, meeting.

Councilmember Mugg requested clarification on the number of units allowed on the total property covered by the PUD.

Mr. Bryan and Parvi Patel, representing the applicant, noted the maximum number of units allowed on the total property covered by the PUD is ten.

Mayor Davis asked if anyone in the audience wished to speak regarding the agenda items. No one responded.

Motion by Councilmember Peterson, seconded by Councilmember Moore, to approve agenda item 10.C. Mayor Davis asked if any Councilmember wished to speak for or against the item. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

D. Citizen TIF Oversight Committee:

1. Consideration of Approval of Resolution No. 7-25 Repealing Section 2 through Section 7 of Resolution No. 10-24 with the Intent to Dissolve the Citizen TIF Oversight Committee and Reestablish the Same by Ordinance; Nominating Current Members For the Citizen TIF Oversight Committee As Reestablished; and Providing an Effective Date.

2. Public Hearing and Consideration of Approval of Ordinance No. 4023 Amending Title 2 Administration and Personnel of the Edmond Municipal Code by Enacting a New Chapter 2.600 Citizen TIF Oversight Committee; Providing for Repealer and Severability; and Declaring an Emergency.

Randy Entz, Acting City Manager, provided general information regarding the agenda items.

Mayor Davis asked if anyone in the audience wished to speak regarding the agenda items. No one responded.

Motion by Councilmember Moore, seconded by Councilmember Murdock Nichols, to approve agenda item 10.D.1. Mayor Davis asked if any Councilmember wished to speak for or against the item. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

Motion by Councilmember Mugg, seconded by Councilmember Peterson, to approve agenda item 10.D.2. Mayor Davis asked if any Councilmember wished to speak for or against the item. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

Motion by Councilmember Moore, seconded by Councilmember Mugg, to approve the emergency for agenda item 10.D.2. Mayor Davis asked if any Councilmember wished to speak for or against the motion. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

11. Executive Sessions and Action Items:

A. Executive Session to Discuss the Employment of the Interim City Manager and Salary Adjustment as Authorized Pursuant to 25 O.S. Section 307(B)(1).

Motion by Councilmember Peterson, seconded by Councilmember Mugg, to go into executive session for agenda item 11.A. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

Motion by Councilmember Mugg, seconded by Councilmember Moore, to leave executive session. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

B. Consideration of Action Regarding Employment and Salary of the Interim City Manager.

Motion by Councilmember Moore, seconded by Councilmember Peterson, to appoint Randy Entz as Interim City Manager at pay grade thirty-five, step six, effective January 13, 2025. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

12. City Manager Search:

A. Discussion, Presentation, and Possible Direction to Staff Regarding Potential Options, Processes, and Timelines for the Hiring and Appointment of a Permanent City Manager.

Caroline Pierce, Director of Human Resources, provided general information regarding the positives and negatives of using internal resources or an external search firm to recruit the next City Manager.

Members of the City Council discussed the positives and negatives of using a search firm or internal city resources to recruit the next City Manager, with the consensus being that a search firm was appropriate.

Members of the City Council discussed the timeline for recruitment, with the consensus being that the current City Council would start the process but the next City Council would conduct interviews.

Motion by Councilmember Moore, seconded by Councilmember Peterson, to solicit proposals for a search firm with the selection process to take place on February 24, 2025. Mayor Davis asked if any Councilmember wished to speak for or against the motion. No Councilmember responded. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

B. Discussion and Possible Consideration of Resolution No. ___ Concerning the Hiring Process for a City Manager; Establishing a Procedure and Timeline for Said Hiring Process; and Providing an Effective Date.

No action taken.

13. Citizens Comments.

None

14. Comments from the Mayor and Members of the City Council.

Councilmember Mugg expressed appreciation to her colleagues on the City Council as well as Mr. Entz for being willing to step forward into the role of Interim City Manager.

Mayor Davis noted recent events in the City of Edmond.

15. Adjournment of the Edmond City Council Meeting.

Motion by Councilmember Mugg, seconded by Councilmember Peterson, to adjourn the Edmond City Council meeting. Motion carried as follows:

YES: Mayor Davis, Councilmembers Moore, Mugg, Murdock Nichols, and Peterson

NO: None

_____ _____

City Clerk Mayor

City Council / Public Works Authority **7. B.**

Meeting Date: 02/10/2025

Submitted For: Steve Lawrence, Director, Engineering

Email: Steve.Lawrence@edmondok.gov , Phone: 405-359-4770

Submitted By: Cary Anstine, Administrative Specialist II, Engineering

Ward: 2

City Council Strategic Plan: N/A

Item

Consideration of Acceptance of Final Plat, Public Improvements, and Maintenance Bonds for Bison Ridge Phase 1. (Ward 2)

Background

Water, storm sewer, sanitary sewer, and paving improvements have been completed and are ready for acceptance with the required maintenance bonds.

The Developer paid $89,841.15 for fee-in-lieu of road widening, and a cash bond in the amount of $79,203.00 for sidewalks and detention, which is 125% of the total cost to complete the items.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Acceptance of the Plat at City Council meeting to allow for recording of Plat at Oklahoma County Courthouse.

Issue

Acceptance of improvements built to City standards allowing the Plat to be recorded.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda.

Attachments

MB_Bison Ridge Phase 1_Paving

MB_Bison Ridge Phase 1_San Swr

MB_Bison Ridge Phase 1_Storm (Detention)

MB_Bison Ridge Phase 1_Storm Swr

MB_Bison Ridge Phase 1_Water

MAINTENANCE BOND FORM

BOND NO. GR63231

Contractor as Principal
Name: All Roads Paving, Inc.
Mailing address (*principal place of business*):
10200 NW 10th
Oklahoma City, OK 73127

Surety
Name: Granite Re, Inc.
Mailing address (*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Physical address(*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Owner
Name: City of Edmond
Mailing address (*principal place of business*):
Engineering Department
PO Box 2970
Edmond, OK 73083

Surety is a corporation organized and existing under the laws of the state of: Minnesota

By submitting this bond, Surety affirms their authority to do business in the State of Oklahoma and their license to execute bonds in the State of Oklahoma.

Contract
Project name and location:
Paving to serve Bison Ridge Sec 1

Telephone (*main number*):
(405) 752-2600
Telephone (*for notice of claim*):
(405) 752-2600

Effective Date of the Agreement:
03/07/2024
Contract Amount:
$ 832,584.47

Local Agent for Surety
Name: Rich & Cartmill, Inc.
Address:
9401 Cedar Lake Avenue
Oklahoma City OK 73114
Telephone: (405) 418-8600

Bond *(Principal shall provide three (3) original , fully executed bonds for each project type)*

Date of Bond: 04/05/2024
(*Date of Bond cannot be earlier than Effective Date of Agreement*)

Bond Amount: $ 832,584.47
(Bond Amount is equal to the Contract Amount.)

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs maintenance work required by the Contract Documents then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond shall be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. Venue shall lie exclusively in Oklahoma County, Oklahoma for any legal action.

Bond Terms: (Check applicable term as required by City of Edmond Specifications)

- ☐ One-year Bond
- ☐ Two-year Bond
- ☑ Five-year Bond

100% of Total Bond Amount for One (1) Year from date of acceptance of said improvements by Edmond City Council or Edmond Public Works Authority.

Then, 15% of the Total Bond Amount for the remainder of the term.

Contractor as Principal All Roads Paving, Inc.	**Surety** Granite Re, Inc.
Signature: David Barnett	Signature: Carey L Kennemer
Name: David Barnett	Name: Carey L. Kennemer
Title: President	Title: Attorney-in-Fact (*Attach Power of Attorney*)

FOR CITY USE ONLY

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

_____
CITY ATTORNEY

APPROVED, as it applies, by the Council of the City of Edmond or the Edmond Public Works Authority this _____ day of _____, 20____.

Witness:

_____ _____
CITY CLERK MAYOR & EPWA CHAIRMAN

REV. August 2014

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 5th day of April, 2024.

Kyle P. McDonald, Assistant Secretary

MAINTENANCE BOND FORM

BOND NO. GR60928

Contractor as Principal
Name: Jerlow Construction Co., Inc.
Mailing address (*principal place of business*):
21212 Bogie Rd
Edmond, OK 73034

Surety
Name: Granite Re, Inc.
Mailing address (*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Physical address(*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Owner
Name: City of Edmond
Mailing address (*principal place of business*):
Engineering Department
PO Box 2970
Edmond, OK 73083

Surety is a corporation organized and existing under the laws of the state of: Minnesota

By submitting this bond, Surety affirms their authority to do business in the State of Oklahoma and their license to execute bonds in the State of Oklahoma.

Contract
Project name and location:
Sewer Line to serve Bison Ridge Sec 1

Edmond, OK

Effective Date of the Agreement:
09/27/2023

Contract Amount:
$ 449,100.00

Telephone (*main number*):
(405) 752-2600

Telephone (*for notice of claim*):
(405) 752-2600

Local Agent for Surety
Name: Rich & Cartmill, Inc.
Address:
9401 Cedar Lake Avenue
Oklahoma City OK 73114

Telephone: (405) 418-8600

Bond *(Principal shall provide three (3) original , fully executed bonds for each project type)*

Date of Bond: 10/18/2023
(*Date of Bond cannot be earlier than Effective Date of Agreement*)

Bond Amount: $ 449,100.00
(Bond Amount is equal to the Contract Amount.)

Bond Terms: (Check applicable term as required by City of Edmond Specifications)

- ☐ One-year Bond
- ☑ Two-year Bond
- ☐ Five-year Bond

100% of Total Bond Amount for One (1) Year from date of acceptance of said improvements by Edmond City Council or Edmond Public Works Authority.

Then, 15% of the Total Bond Amount for the remainder of the term.

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs maintenance work required by the Contract Documents then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond shall be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. Venue shall lie exclusively in Oklahoma County, Oklahoma for any legal action.

Contractor as Principal Jerlow Construction Co., Inc.	**Surety** Granite Re, Inc.
Signature:	Signature: Carey L Kennemer
Name: Philip Sexton	Name: Carey L. Kennemer
Title: Pres	Title: Attorney-in-Fact (*Attach Power of Attorney*)

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

FOR CITY USE ONLY

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

_____
CITY ATTORNEY

APPROVED, as it applies, by the Council of the City of Edmond or the Edmond Public Works Authority this _____ day of _____, 20____.

Witness:

_____ _____
CITY CLERK MAYOR & EPWA CHAIRMAN

REV. August 2014

MAINTENANCE BOND FORM

BOND NO. GR63233

Contractor as Principal
Name: All Roads Paving, Inc.
Mailing address (*principal place of business*):
10200 NW 10th
Oklahoma City, OK 73127

Owner
Name: City of Edmond
Mailing address (*principal place of business*):
Engineering Department
PO Box 2970
Edmond, OK 73083

Contract
Project name and location:
Detention Pond to serve Bison Ridge Sec 1

Effective Date of the Agreement:
03/07/2024
Contract Amount:
$ 176,565.97

Bond *(Principal shall provide three (3) original , fully executed bonds for each project type)*
Date of Bond: 04/05/2024
(*Date of Bond cannot be earlier than Effective Date of Agreement*)

Bond Amount: $ 176,565.97
(Bond Amount is equal to the Contract Amount.)

Bond Terms: (Check applicable term as required by City of Edmond Specifications)

☐ One-year Bond
☑ Two-year Bond
☐ Five-year Bond

100% of Total Bond Amount for One (1) Year from date of acceptance of said improvements by Edmond City Council or Edmond Public Works Authority.

Then, 15% of the Total Bond Amount for the remainder of the term.

Surety
Name: Granite Re, Inc.
Mailing address (*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Physical address(*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Surety is a corporation organized and existing under the laws of the state of: Minnesota

By submitting this bond, Surety affirms their authority to do business in the State of Oklahoma and their license to execute bonds in the State of Oklahoma.

Telephone (*main number*):
(405) 752-2600
Telephone (*for notice of claim*):
(405) 752-2600

Local Agent for Surety
Name: Rich & Cartmill, Inc.
Address:
9401 Cedar Lake Avenue
Oklahoma City OK 73114
Telephone: (405) 418-8600

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs maintenance work required by the Contract Documents then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond shall be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. Venue shall lie exclusively in Oklahoma County, Oklahoma for any legal action.

Contractor as Principal All Roads Paving, Inc.	**Surety** Granite Re, Inc.
Signature: David Barnett	Signature: Carey L Kennemer
Name: David Barnett	Name: Carey L. Kennemer
Title: President	Title: Attorney-in-Fact (*Attach Power of Attorney*)

FOR CITY USE ONLY

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

_____
CITY ATTORNEY

APPROVED, as it applies, by the Council of the City of Edmond or the Edmond Public Works Authority this _____ day of _____, 20____.

Witness:

_____ _____
CITY CLERK MAYOR & EPWA CHAIRMAN

REV. August 2014

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 5th day of April, 2024.

Kyle P. McDonald, Assistant Secretary

MAINTENANCE BOND FORM

BOND NO. GR63232

Contractor as Principal
Name: All Roads Paving, Inc.
Mailing address (*principal place of business*):
10200 NW 10th
Oklahoma City, OK 73127

Surety
Name: Granite Re, Inc.
Mailing address (*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Physical address(*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Owner
Name: City of Edmond
Mailing address (*principal place of business*):
Engineering Department
PO Box 2970
Edmond, OK 73083

Surety is a corporation organized and existing under the laws of the state of: Minnesota

By submitting this bond, Surety affirms their authority to do business in the State of Oklahoma and their license to execute bonds in the State of Oklahoma.

Contract
Project name and location:
Storm Sewer to serve Bison Ridge Sec 1

Telephone (*main number*):
(405) 752-2600
Telephone (*for notice of claim*):
(405) 752-2600

Effective Date of the Agreement:
03/07/2024
Contract Amount:
$ 922,800.22

Local Agent for Surety
Name: Rich & Cartmill, Inc.
Address:
9401 Cedar Lake Avenue
Oklahoma City OK 73114
Telephone: (405) 418-8600

Bond *(Principal shall provide three (3) original , fully executed bonds for each project type)*

Date of Bond: 04/05/2024
(*Date of Bond cannot be earlier than Effective Date of Agreement*)

Bond Amount: $ 922,800.22
(Bond Amount is equal to the Contract Amount.)

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs maintenance work required by the Contract Documents then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond shall be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. Venue shall lie exclusively in Oklahoma County, Oklahoma for any legal action.

Bond Terms: (Check applicable term as required by City of Edmond Specifications)

- ☐ One-year Bond
- ☑ Two-year Bond
- ☐ Five-year Bond

100% of Total Bond Amount for One (1) Year from date of acceptance of said improvements by Edmond City Council or Edmond Public Works Authority.

Then, 15% of the Total Bond Amount for the remainder of the term.

Contractor as Principal All Roads Paving, Inc.	**Surety** Granite Re, Inc.
Signature: David Barnett	Signature: Carey L Kennemer
Name: David Barnett	Name: Carey L. Kennemer
Title: President	Title: Attorney-in-Fact (*Attach Power of Attorney*)

FOR CITY USE ONLY

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

_____
CITY ATTORNEY

APPROVED, as it applies, by the Council of the City of Edmond or the Edmond Public Works Authority this _____ day of _____, 20____.

Witness:

_____ _____
CITY CLERK MAYOR & EPWA CHAIRMAN

REV. August 2014

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TRAVIS E. BROWN; THOMAS C. PERRAULT; STEPHEN M. POLEMAN; VAUGHN GRAHAM; J. KELLY DEER; JOSHUA D. BRYAN; RICH HAVERFIELD; JAMIE BURRIS; VAUGHN GRAHAM, JR; DEBORAH L. RAPER; MARK D. NOWELL; KYLE BRADFORD; KENT BRADFORD; DWIGHT A. PILGRIM; SHELLI R. SAMSEL; VICKI WILSON; AUSTIN K. GREENHAW; CLAYTON HOWELL; GARY LILES; RANDY D. WEBB; BOBBY JOE YOUNG; AARON WOOLSEY; CAREY L. KENNEMER; KRISTIN B. LEWIS; BECKY KILLMAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 5th day of April, 2024.

Kyle P. McDonald, Assistant Secretary

MAINTENANCE BOND FORM

BOND NO. GR60929

Contractor as Principal
Name: Jerlow Construction Co., Inc.
Mailing address (*principal place of business*):
21212 Bogie Rd
Edmond, OK 73034

Surety
Name: Granite Re, Inc.
Mailing address (*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Physical address(*principal place of business*):
14001 Qualibrook Drive
Oklahoma City, OK 73134

Owner
Name: City of Edmond
Mailing address (*principal place of business*):
Engineering Department
PO Box 2970
Edmond, OK 73083

Surety is a corporation organized and existing under the laws of the state of: Minnesota

By submitting this bond, Surety affirms their authority to do business in the State of Oklahoma and their license to execute bonds in the State of Oklahoma.

Contract
Project name and location:
Water Line to serve Bison Ridge Sec 1 -

Edmond, OK

Effective Date of the Agreement:
09/27/2023

Contract Amount:
$ 528,391.00

Telephone (*main number*):
(405) 752-2600

Telephone (*for notice of claim*):
(405) 752-2600

Local Agent for Surety
Name: Rich & Cartmill, Inc.
Address:
9401 Cedar Lake Avenue
Oklahoma City OK 73114

Telephone: (405) 418-8600

Bond *(Principal shall provide three (3) original , fully executed bonds for each project type)*

Date of Bond: 10/18/2023
(*Date of Bond cannot be earlier than Effective Date of Agreement*)

Bond Amount: $ 528,391.00
(Bond Amount is equal to the Contract Amount.)

Bond Terms: (Check applicable term as required by City of Edmond Specifications)

- ☐ One-year Bond
- ☑ Two-year Bond
- ☐ Five-year Bond

100% of Total Bond Amount for One (1) Year from date of acceptance of said improvements by Edmond City Council or Edmond Public Works Authority.

Then, 15% of the Total Bond Amount for the remainder of the term.

Surety and Contractor, intending to be legally bound and obligated to Owner do each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent or representative. The Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally to this bond. The condition of this obligation is such that if the Contractor as Principal faithfully performs maintenance work required by the Contract Documents then this obligation shall be null and void; otherwise the obligation is to remain in full force and effect. Provisions of the bond shall be pursuant to the terms and provisions of the Contract Documents with regard to the continued maintenance of the Project for the period specified in the Contract Documents. All liabilities on this bond shall be determined in accordance with the provisions of said Contract Documents to the same extent as if they were copied at length herein. Venue shall lie exclusively in Oklahoma County, Oklahoma for any legal action.

Contractor as Principal Jerlow Construction Co., Inc.	**Surety** Granite Re, Inc.
Signature:	Signature: Carey L Kennemer
Name: Philip Sexton	Name: Carey L. Kennemer
Title: Pres	Title: Attorney-in-Fact (*Attach Power of Attorney*)

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

FOR CITY USE ONLY

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

_____
CITY ATTORNEY

APPROVED, as it applies, by the Council of the City of Edmond or the Edmond Public Works Authority this _____ day of _____, 20____.

Witness:

_____ _____
CITY CLERK MAYOR & EPWA CHAIRMAN

REV. August 2014

City Council / Public Works Authority **7. C.**

Meeting Date: 02/10/2025

Submitted For: Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Phil Jones, Sustainability Planner, Planning

Ward: Citywide

City Council Strategic Plan: Strategic Initiative 1 – Economic Development

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Item

Consideration of Acceptance of One Donated Easement for the Edmond Road and Second Street Sidewalk Project from: Gary A. Long. (Citywide)

Background

The City's ADA Transition Plan, as required by the American with Disabilities Act, and the Public Right-of-Way Accessibility Guidelines (PROWAG) were used to identify the accessibility needs for this corridor, which is Edmond Road and East 2nd Street from the western city limits to I-35. This project is part of a grant awarded by the Oklahoma Department of Transportation (ODOT) in Fiscal Year 2022, totaling $2,142,400.00. The City is matching these costs for a currently estimated additional $2,144,600.00, of which $1,899,864 has been sent to ODOT, for construction. The project must be bid by the end of Federal Fiscal Year 2025 (September 2025). This agenda item is for the acceptance of one signed easement. To date, 39 easement documents have been signed and this will complete the City's efforts to acquire easements for the project.

List of easements, donating property owner, authorized signatory, parcel number, and acres:

Parcel 1: Sidewalk Easement, Gary A. Long, Gary A. Long, 4740-18-353-5000, .0486 acres

This item has been reviewed by the City Attorney’s Office as to form and legality.

Time Frame

If accepted, the easement will be sent to Oklahoma County for filing.

ODOT has the responsibility to bid the project. It's anticipated that bid will be posted this July. If a good bid is received and the amount is over the $1,899,864 the City has already sent ODOT, then per the grant agreement, the City has the responsibility to pay for the overage if it wishes for the project to be constructed. Based on the last estimate, it's anticipated this overage will be $244,736. This amount was anticipated and is budgeted this fiscal year in the 2000 CIP. A construction timeline will be finalized as the project gets closer to bid.

Issue

The acceptance of these easements is needed in order for the documents to be filed of record. These easements contribute to the pre-work needed before construction along this 5.4 mile corridor. Plans identify several sidewalk/driveway cross-slopes, general sidewalk/ramp issues, and signalized intersections (push buttons) that are out of compliance.

Recommendations
Staff recommends approval.

Action Needed
Motion to Approve.

Public Notification
Posted Agenda.

Attachments

(1) Gary A Long for Edmond Rd/2nd St Sidewalk

Project: STP-255 (561) AG
J/P: 35900 (04)

SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Gary A Long for and in consideration of One Dollar ($1.00), in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto the City of Edmond, a municipal corporation, a temporary construction easement (TCE) and right-of-way through, over, and across the following described real property and premises, situated in Oklahoma County, State of Oklahoma, to-wit:

Please see attached Exhibit "A"

with right of ingress and egress to and from said land and premises for the sole purpose of constructing, maintaining, and operating an ADA compliant public sidewalk upon the same. Construction drawings will be provided to the Grantor upon request.

The grantee shall have the right to trim, cut trees, underbrush, and remove vegetation or other obstacles that prevent the sidewalk from being ADA accessible. The grantee shall not construct, maintain, or alter any building, business signage, fence, parking space, or garden bed within this easement without the express permission of the grantor or successors.

Should the grantee(s) abandon the easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, his heirs, successors and assigns.

Dated on this 5 day of December, 2024

Grantor(s):

NOTARY FILLS OUT BELOW THIS LINE

STATE OF Texas)
) SS:
Dallas COUNTY)

Before me, Danielle Brown in and for said County and State, on this 16 day of December 2024, personally appeared Gary A Long to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument (as its attorney-in-fact, if the case may be), and acknowledged to me that he(she)(they) executed the same as his(her)(their) free and voluntary act and deed, and as the free will and deed of such corporation, for the uses and purposed therein set forth.

DANIELLE BROWN
Notary Public, State of Texas
Comm. Expires 07-23-2028
Notary ID 135004634

Danielle Brown
Signature of notarial officer

Financial Services Representative
Title (and Rank)

My commission expires: 7/23/28

APPROVED

as to form and legality this _____ day of _____, 2025.

_____ .
City Attorney

ACCEPTED

by the City Council of the City of Edmond this _____ day of _____ , 2025.

_____ .
City Clerk

EXHIBIT “A”

LEGAL DESCRIPTION OF THE ADA COMPLIANT SIDEWALK EASEMENT

A tract of land being a part of the Northwest Quarter (NW/4) of Section Thirty-Five (35), Township Fourteen (14) North, Range Three (3) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest corner of said NW/4;

Thence South 89°53'30" East along and with the North line of said NW/4 a distance of 709.32 feet;

Thence South 0°6'30" West a distance 31.99 feet to the Point of Beginning.

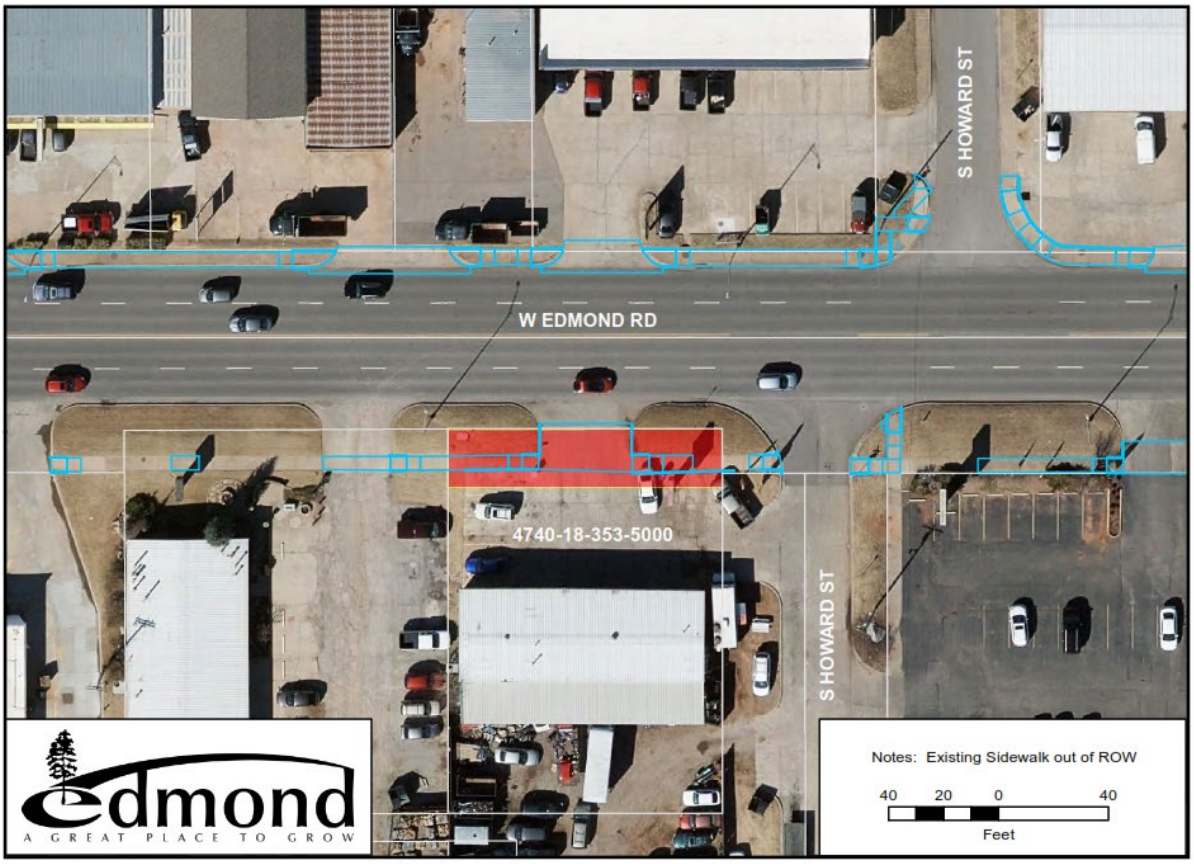
Thence North 89°49'6" East a distance of 100.00 feet;

Thence South 0°3'38" East a distance of 21.22 feet;

Thence South 89°52'39" West a distance of 100.00 feet;

Thence North 0°3'38" West a distance of 21.12 feet to the Point of Beginning, and containing 2117.32 square feet, or 0.0486 acres of land, more or less.

EDMOND RD / 2ND STREET SIDEWALK PROJECT
ATTACHMENT: EASEMENT



City Council / Public Works Authority **7. D.**

Meeting Date: 02/10/2025

Submitted For: Steve Lawrence, Director, Engineering

Email: Steve.Lawrence@edmondok.gov , Phone: 405-359-4770

Submitted By: Mariah Fields, Plan Review Supervisor, Engineering

Ward: 2

City Council Strategic Plan: N/A

Item

Consideration of Acceptance of Donated Utility Easement from Terri McCaleb Investment Company LLC, Associated with Bison Ridge Phase 1, Located Southeast of Danforth Road and Air Depot Boulevard. (Ward 2)

Background

Caleb McCaleb, on behalf of Terri McCaleb Investment Company LLC, is dedicating a utility easement for public water and sanitary sewer improvements associated with the Bison Ridge Phase 1 plat. The easement is in accordance with the approved Final Plat (PR22-00011) and will allow the City of Edmond to operate and maintain public infrastructure at this location.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Immediate upon filing at the County.

Issue

The acceptance of the Easement is needed in order for the documents to be filed of record.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda.

Attachments

Terri McCaleb Investment Company LLC - UE for Bison Ridge Phase 1

CORPORATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Terri McCaleb Investment Company LLC** for and in consideration of One Dollar ($1.00), in hand paid, receipt of which is hereby acknowledged, does hereby grant and convey unto the City of Edmond, a municipal corporation, an easement and right-of-way through, over, under and across the following described real property and premises, situated in Oklahoma County, State of Oklahoma, to-wit:

See attached Exhibits

with right of ingress and egress to and from said land and premises for the sole purpose of construction and maintenance of public utilities over, across or along the above described real estate; the supervision and control of said public street, public utility and incidental facilities to be in such municipality.

Should the grantee(s) abandon the easement and right-of-way for the purposes above stated, then the said easement shall revert to the grantor, his heirs, successors and assigns.

Dated this 30th day of January, 20 25.

Attest: Caleb McCaleb

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

Before me, Lisa R. Petty in and for said county and state, on this 30th day of January, 20 25, personally appeared Caleb McCaleb, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chairman or vice-chairman of the board of directors, or mayor, as the case may be), and acknowledged to me that [s]he executed the same as his[her] free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposed therein set forth.

LISA R PETTY NOTARY # 17005138 EXP. 06/01/25 PUBLIC STATE OF OKLAHOMA

Notary Seal

(Signature of notarial officer)

My commission expires: 6/1/25)

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

City Attorney

ACCEPTED by the Council of the City of Edmond this ____ day of _____, 20 ____.

City Clerk

ATTACHMENT "A-1"

LEGAL DESCRIPTION

Bison Ridge Phase 1
Offsite Utility Easements

January 30, 2025

Six Utility Easements all being a part of the Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Fourteen (14) North, Range Two (2) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma, being more particularly described as follows:

Easement 1:

Commencing at the Northeast (NE) Corner of said NW/4;

THENCE South 89°10'50" West, along and with the North line of said NW/4, a distance of 239.27 feet;

THENCE South 00°49'10" East, departing said North line, a distance of 1,233.01 feet to the Southwest (SW) Corner of Lot 24 Block 1 of the proposed plat BISON RIDGE PHASE 1, said corner being the POINT OF BEGINNING;

THENCE South 01°34'38" East, a distance of 25.00 feet;

THENCE South 88°25'22" West, a distance of 20.00 feet;

THENCE North 01°34'38" West, a distance of 25.00 feet to a point on the South line of said proposed plat BISON RIDGE PHASE 1;

THENCE North 88°25'22" East, along and with said South line, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 500 square feet or 0.0115 acres, more or less.

Easement 2:

Commencing at the Northeast (NE) Corner of said NW/4;

THENCE South 89°10'50" West, along and with the North line of said NW/4, a distance of 289.27 feet;

THENCE South 00°49'10" East, departing said North line, a distance of 1,233.67 feet to the Southwest (SW) Corner of Statehood Street, being 34.64 feet South of the Southeast (SE) Corner of Lot 3 Block 2 of the proposed plat BISON RIDGE PHASE 1, said corner being the POINT OF BEGINNING;

THENCE North 88°25'22" East, along and with the South line of said proposed plat BISON RIDGE PHASE 1, a distance of 20.00 feet;

THENCE South 01°34'38" East, departing said South line, a distance of 25.00 feet;

THENCE South 88°25'22" West, a distance of 20.00 feet;

THENCE North 01°34'38" West, a distance of 25.00 feet to the POINT OF BEGINNING.

Containing 500 square feet or 0.0115 acres, more or less.

Easement 3:

Commencing at the Northeast (NE) Corner of said NW/4;

THENCE South 89°10'50" West, along and with the North line of said NW/4, a distance of 549.32 feet;

THENCE South 00°49'10" East, departing said North line, a distance of 1,231.12 feet to the Southeast (SE) Corner of Bison Ridge Road being 18.65 feet South of the Southwest (SW) Corner of Lot 3 Block 3 of the proposed plat BISON RIDGE PHASE 1, said corner being the POINT OF BEGINNING;

THENCE South 01°34'38" East, a distance of 25.00 feet;

THENCE South 88°25'22" West, a distance of 20.00 feet;

THENCE North 01°34'38" West, a distance of 25.00 feet to a point on the South line of said proposed plat BISON RIDGE PHASE 1;

THENCE North 88°25'22" East, along and with said South line, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 500 square feet or 0.0115 acres, more or less.

Easement 4:

Commencing at the Northeast (NE) Corner of said NW/4;

THENCE South 89°10'50" West, along and with the North line of said NW/4, a distance of 599.32 feet;

THENCE South 00°49'10" East, departing said North line, a distance of 1,231.78 feet to the Southeast (SE) Corner of Lot 2 Block 4 of the proposed plat BISON RIDGE PHASE 1, said corner being the POINT OF BEGINNING;

THENCE North 88°25'22" East, along and with the South line of said proposed plat BISON RIDGE PHASE 1, a distance of 20.00 feet;

THENCE South 01°34'38" East, departing said South line, a distance of 25.00 feet;

THENCE South 88°25'22" West, a distance of 20.00 feet;

THENCE North 01°34'38" West, a distance of 25.00 feet to the POINT OF BEGINNING.

Containing 500 square feet or 0.0115 acres, more or less.

ATTACHMENT "A-1"

Easement 5:

Commencing at the Northeast (NE) Corner of said NW/4;

THENCE South 89°10'50" West, along and with the North line of said NW/4, a distance of 984.57 feet;

THENCE South 00°49'10" East, departing said North line, a distance of 1,072.66 feet to the far Southwest (SW) Corner of Common Area 'A' of the proposed plat BISON RIDGE PHASE 1, said corner being the POINT OF BEGINNING;

THENCE South 07°34'25" East, along and with the West line of said proposed plat BISON RIDGE PHASE 1, a distance of 20.00 feet;

THENCE South 82°25'35" West, departing said West line, a distance of 25.00 feet;

THENCE North 07°34'25" West, a distance of 20.00 feet;

THENCE North 82°25'35" East, a distance of 25.00 feet to the POINT OF BEGINNING.

Containing 500 square feet or 0.0115 acres, more or less.

Easement 6:

Commencing at the Northeast (NE) Corner of said NW/4;

THENCE South 89°10'50" West, along and with the North line of said NW/4, a distance of 1,345.12 feet;

THENCE South 00°49'10" East, departing said North line, a distance of 231.59 feet to a point on the Southwesterly line of Common Area 'A' of the proposed plat BISON RIDGE PHASE 1, said point being the POINT OF BEGINNING;

THENCE South 17°51'57" West, a distance of 51.27 feet;

THENCE North 72°08'03" West, a distance of 20.00 feet;

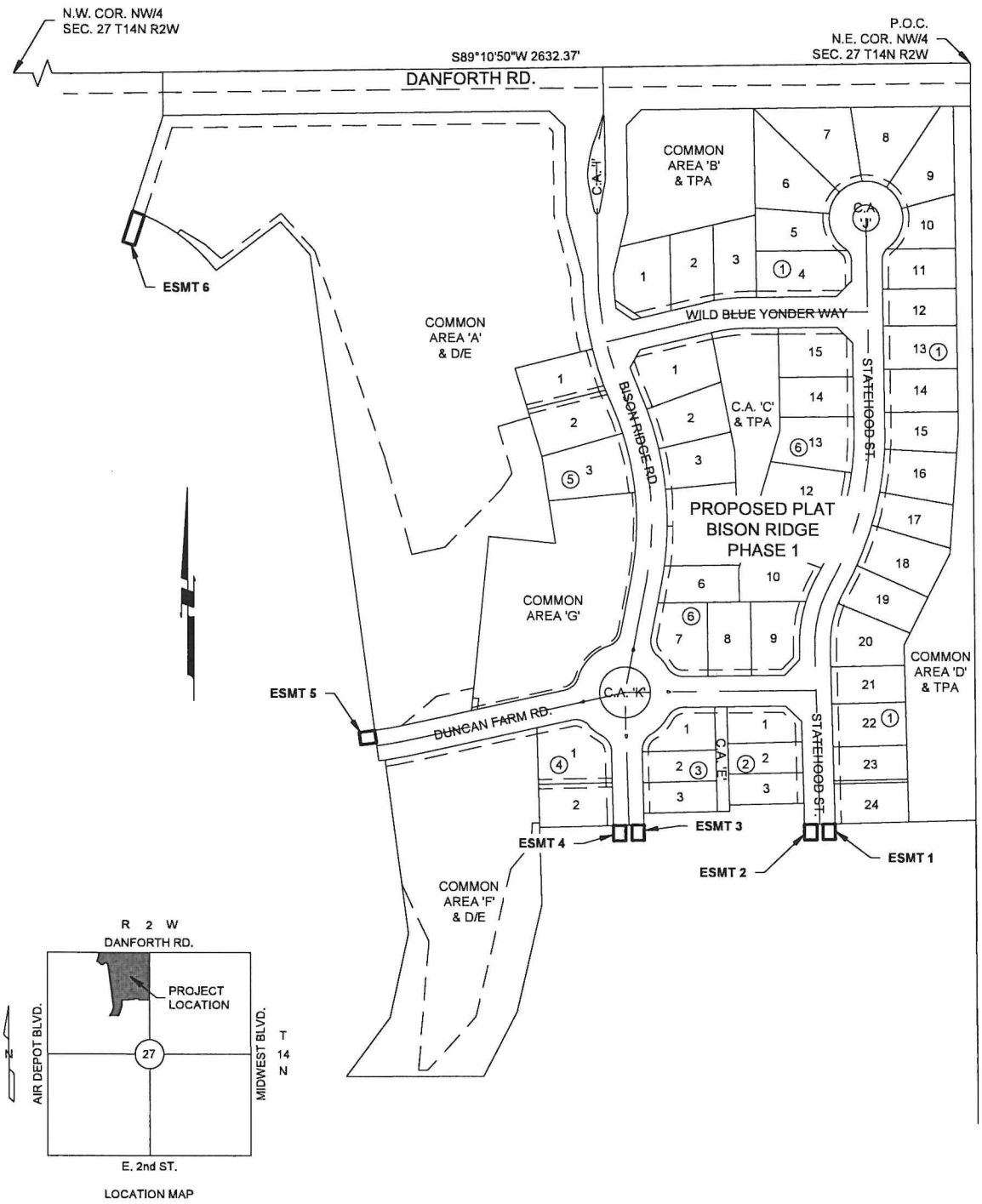
THENCE North 17°51'57" East, a distance of 52.00 feet to the to the Westernmost Corner of said Common Area 'A' of the proposed plat BISON RIDGE PHASE 1;

THENCE along and with the Southwesterly line of said Common Area 'A' on a non-tangent curve to the right having a radius of 275.00 feet, a chord bearing of South 70°02'56" East, a chord length of 20.01 feet and an arc length of 20.02 feet to the POINT OF BEGINNING.

Containing 1,035 square feet or 0.0238 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83). The North line of the Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Fourteen (14) North, Range Two (2) West having a bearing of South 89°10'50" West.

ATTACHMENT "A-2"



ACAD FILE: H:\4773\4773001\Exhibit\4773001-Offsite Easements.dwg, 1/30/2025 10:06 AM, Jesse Patten
XREFS LOADED: 4773001-FPLT.dwg 4773001-bdy.dwg

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Proj. No.:	4773001
Date:	1-30-25
Scale:	NTS

BISON RIDGE PHASE 1

EDMOND, OKLAHOMA COUNTY, OKLAHOMA

OFFSITE UTILITY EASEMENTS

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

City Council / Public Works Authority **7. E.**

Meeting Date: 02/10/2025

Submitted For: Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Mary Ann Blakely, Administrative Technician, Planning

Ward: 3

City Council Strategic Plan: N/A

Item

Case No. PR23-00011; Consideration of Approval of a Final Plat of Tall Oaks Village, Located Southwest of Coltrane and 33rd Street. (Johnson & Associates; Ward 3)

Background

The applicant is requesting approval of an eight (8) acre final plat for a single-family neighborhood off Coltrane, south of 33rd Street. The streets will be private.

Planning Department:

The final plat conforms to the preliminary plat.

Engineering Department:

Engineering – The proposed development will have private streets with one access on Coltrane Road. The applicant will dedicate 80 feet of right-of-way within 500 feet of the Section corner and 70 feet further south along Coltrane Road in accordance with Title 21.02.030. Road widening and sidewalks shall be constructed on Coltrane Road in accordance with Title 21.03.040.

Public water will be extended through the development from an existing 12-inch water line on the west side of Coltrane Road. Public sanitary sewer will be extended through existing utility easements from an existing 24-inch sanitary sewer line located northwest of the site. The applicant's engineer has provided an analysis confirming the proposed sewer improvements will not cause a water rise in the channel.

Both FEMA and Spring Creek (CH2MHill) floodplains are located along the west side of the site and will be in a dedicated Common Area. A stormwater retention pond will be constructed at the center of the development as an aesthetic feature and to provide detention in accordance with Title 23.

Edmond Electric:

Electric – The owner or project representative is required to submit a CAD file to Edmond Electric's Engineering/GIS Manager that contains the Final Plat, paving, and utilities as approved by the City's Engineering Department prior to design of the electric distribution plan. The electric distribution plan will be designed and provided to the owner or project representative for their use. Necessary easements are required to be provided on the Final Plat prior to City Council acceptance. This project is subject to the current municipal code "21.03.100 - Connection to Electrical System" effective on April 12, 2016.

Fire Code Services:

Fire Code – Fire Code Review has reviewed the plat application and finds no concerns that should prevent plan approval. Fire Code Review recommends approval of this project.

Urban Forestry:

Landscaping – Tree Preservation has been provided to meet the requirements of Title 21. A pre-construction meeting with Urban Forestry to discuss Tree Preservation Areas will be required prior to tree removal or land disturbance.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame
N/A

Issue
Approval of the Final Plat is necessary for the applicant to proceed with development.

Recommendations
Planning Commission considered this item on January 21, 2025 and unanimously recommended approval.

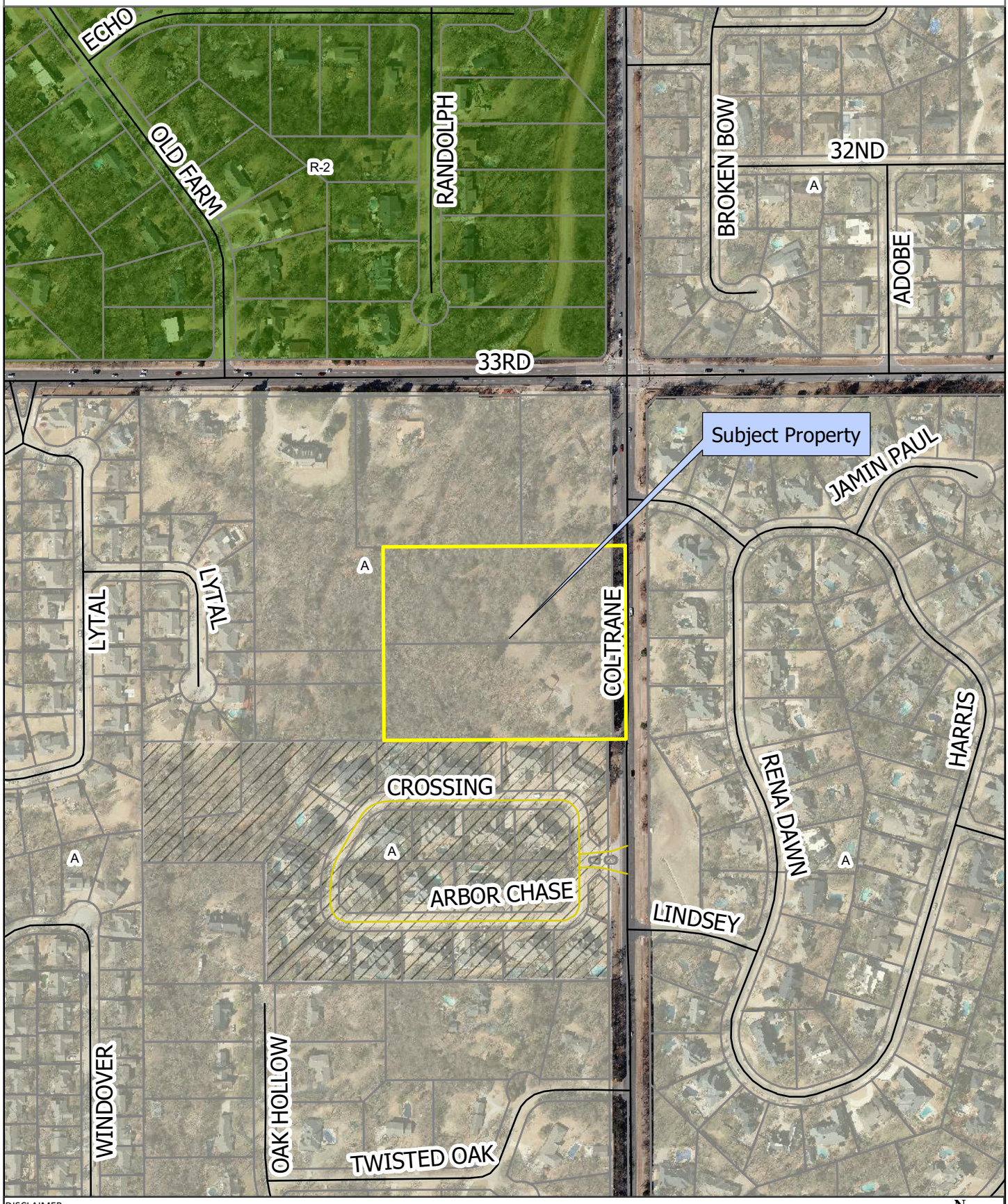
Action Needed
Motion to Approve.

Public Notification
Posted Agenda.

Attachments

PR23-00011A

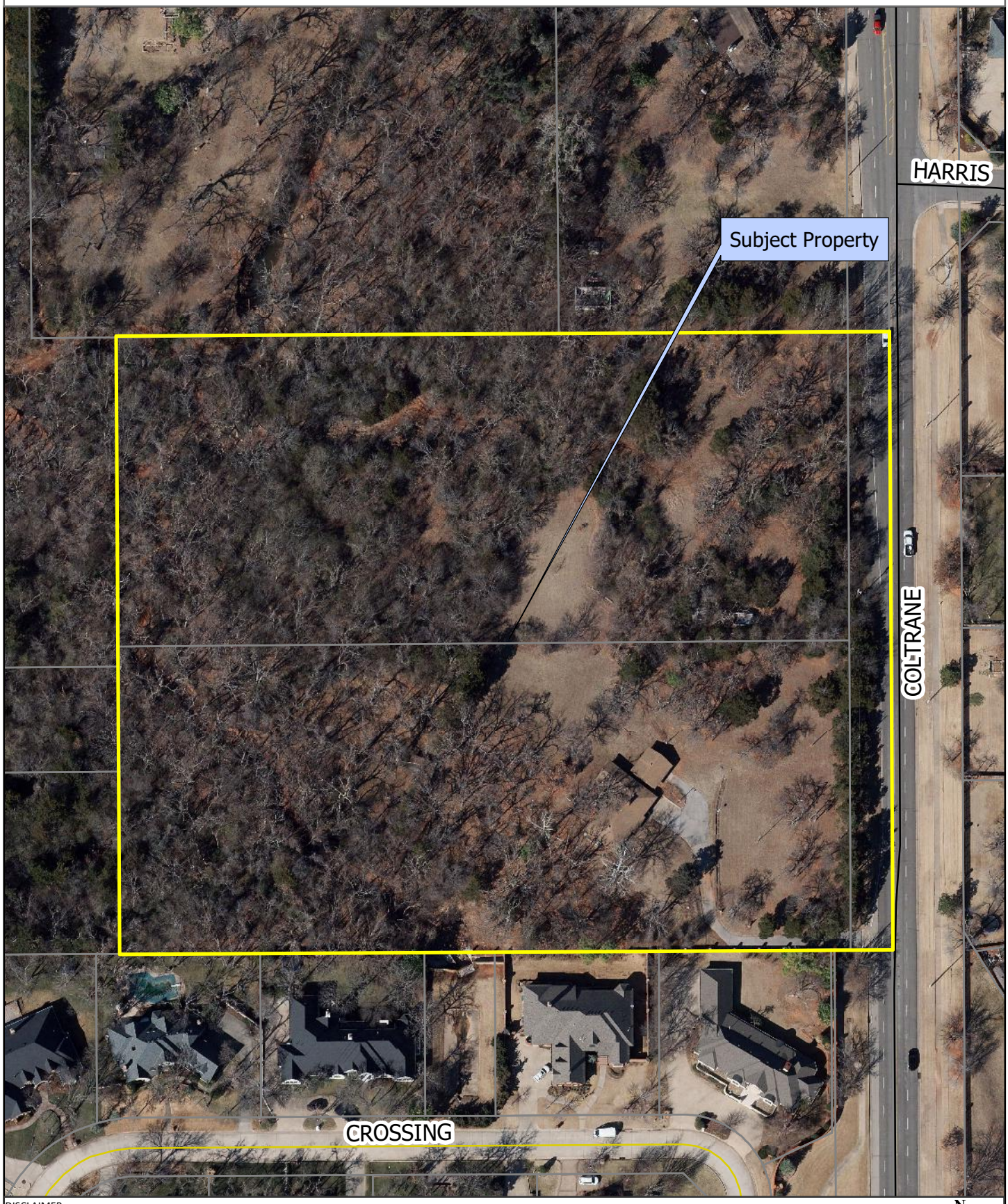
Zoning Map
PR23-00011 Tall Oaks Village FP



DISCLAIMER
The City of Edmond disclaims any warranty or merchantability or warranty for fitness of use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.

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Aerial Map
PR23-00011 Tall Oaks Village FP



DISCLAIMER
The City of Edmond disclaims any warranty or merchantability or warranty for fitness of use for a particular purpose, expressed or implied, with respect to this data. Furthermore, the City of Edmond disclaims any responsibility for the accuracy or completeness of this data.

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FINAL PLAT

of

TALL OAKS VILLAGE

BEING A PART OF THE NE/4, SEC 7, T13N, R2W, IM

AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That ARCADIA RESIDENTIAL, LLC, hereby certifies that they are the owner of, and the only persons, firms or companies having title or interest in and to the land shown on the Final Plat of TALL OAKS VILLAGE, an addition to the City of Edmond, Oklahoma County, Oklahoma. They have caused the same to be surveyed and platted into lots, as shown on said Final Plat, which said Final Plat represents a correct survey of all property included therein under the Final Plat of TALL OAKS VILLAGE, an addition to the City of Edmond, being a part of the Northeast Quarter (NE/4), Section Seven (7), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

They further certify that they are the owners of and the only persons, firms or companies who has any right, title or interest to the land included in the above mentioned Final Plat, and they do hereby dedicate all utility easements as shown on said Final Plat to the use of the public, private drainage and public utilities for their heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances to be executed on this _____ day of _____, 2024.

They further certify that said streets designated as private streets on said plat are not dedicated to the public as public streets and said streets will be maintained by the private property owners within the subdivision, but said streets shall always remain accessible to police, fire, and other official vehicles of all state, federal, county and city agencies and for maintenance and repair of public utilities. Every deed shall clearly acknowledge said roadways are private and not maintained by the City of Edmond.

Signed by the Chief Manager this _____ day of _____, 2024.

ARCADIA RESIDENTIAL, LLC

By: _____
Mack McClung, Chief Manager

STATE OF OKLAHOMA
SS
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this _____ day of _____, 2024, personally appeared Mack McClung, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chief Manager, and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this _____ day of _____, 2024.

My Commission Expires: _____ _____
Notary Public

My Commission No.: _____

CERTIFICATE OF PLANNING COMMISSION

I, _____, Planning Commission Chair for the City of Edmond, hereby certify that the City of Edmond Planning Commission duly approved the Final Plat of TALL OAKS VILLAGE, an addition to the City of Edmond, Oklahoma County, Oklahoma at a meeting the _____day of _____, 2024.

_____
Planning Commission Chair

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Edmond, Oklahoma County, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments upon special assessment have been paid in full and that there are no special assessment procedures now pending against the land shown on the Final Plat of TALL OAKS VILLAGE, an addition to the City of Edmond, Oklahoma County, Oklahoma.

Signed by the City Clerk this _____ day of _____, 2024.

_____
City Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Edmond that the dedication shown on the Final Plat of TALL OAKS VILLAGE, an addition to the City of Edmond, Oklahoma County, Oklahoma is hereby accepted.

Adopted by the Council of the City of Edmond this _____ day of _____, 2024.

_____ _____
City Clerk Mayor

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and the State of Oklahoma, hereby certify that the records of said county show that the Title to the land shown on the Final Plat of TALL OAKS VILLAGE, an addition to the City of Edmond, Oklahoma County, Oklahoma is vested in ARCADIA RESIDENTIAL, LLC, on the _____ day of _____, 2024, that there are no actions pending or judgements of any nature in any court or on file with the clerk thereof, that the taxes are paid for the year 2023 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, or other encumbrances of any kind against the land included in the Final Plat, except mortgages, rights-of-way, easements, and mineral conveyances of record.

In witness thereof, said Bonded Abstractor has caused this instrument to be executed this _____ day of _____, 2024.

_____
_____

STATE OF OKLAHOMA
SS
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this _____ day of _____, 2024, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____, and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this _____ day of _____, 2024.

My Commission Expires: _____ _____
Notary Public

My Commission No.: _____

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly qualified and acting County Treasurer of Oklahoma County and that the tax records of said county show that all taxes for the year 2023 and prior years are paid on the Final Plat of TALL OAKS VILLAGE, an addition to the City of Edmond, Oklahoma County, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing the current year's taxes.

In witness thereof said County Treasurer has caused this instrument to be executed this _____ day of _____, 2024.

_____
County Treasurer

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Matthew Johnson, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the Final Plat of TALL OAKS VILLAGE, an addition to the City of Edmond, Oklahoma County, Oklahoma, consisting of 2 sheets, represents a careful survey made under my supervision on the _____ day of _____, 2024, and that the plat of survey is an accurate representation of said survey and that all monuments shown hereon actually exist.

I further certify that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Witness my hand and seal this _____ day of _____, 2024.

_____
Matthew Johnson, P.L.S. No. 1807

STATE OF OKLAHOMA
SS
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public within and for said county and state, personally appeared Matthew Johnson, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

Witness my hand and seal this _____ day of _____, 2024.

My Commission Expires: _____ _____
Notary Public

My Commission No.: _____

PROPERTY DESCRIPTION

A tract of land being a part of the Northeast Quarter (NE/4) of Section Seven (7), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, Edmond, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast (NE) Corner of said Northeast Quarter (NE/4);

THENCE South 00°18'33" East, along and with the East line of said Northeast Quarter (NE/4), a distance of 462.71 feet to the POINT OF BEGINNING;

THENCE continuing South 00°18'33" East along and with the East line of said Northeast Quarter (NE/4), a distance of 528.00 feet to the Northeast (NE) Corner of the recorded plat TALL OAKS CROSSING;

THENCE South 89°39'17" West, along and with the North line of said plat TALL OKAS CROSSING, di a distance of 660.00 feet;

THENCE North 00°18'33" West, a distance of 528.00 feet;

THENCE North 89°39'15" East, a distance of 660.00 feet to the POINT OF BEGINNING.

Containing 348,482 square feet or 8.0000 acres, more or less.

Basis of Bearing: The East line of the Northeast Quarter (NE/4) of Section Seven (7), Township Thirteen (13) North, Range Two (2) West having an assumed bearing of South 00°18'33" East.

This property description was prepared on the _____ day of _____, 2024, by Matthew Johnson, Licensed Professional Surveyor, No. 1807.

OWNER'S NOTARY	CITY CLERK	ABSTRACTOR	ABSTRACTOR'S NOTARY	COUNTY TREASURER	SURVEYOR	SURVEYOR'S NOTARY
					LICENSED PROFESSIONAL LAND SURVEYOR MATTHEW JOHNSON 1807 OKLAHOMA	

FINAL PLAT

of

TALL OAKS VILLAGE

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8079 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

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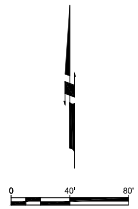
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FINAL PLAT
of

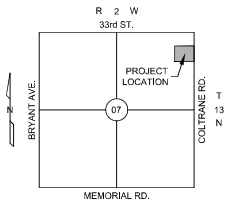
TALL OAKS VILLAGE

BEING A PART OF THE NE/4, SEC 7, T13N, R2W, IM

AN ADDITION TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA



BASIS OF BEARING
The East line of the Northeast Quarter (NE/4) of Section Seven (7), Township Thirteen (13) North, Range Two (2) West having an assumed bearing of South 00°18'33" East.



LOCATION MAP
SCALE: 1"=2000'

NOTES:

1. All islands/medians within street rights-of-way, and arterial landscaping with its irrigation system, shall be maintained by the Property Owners Association within TALL OAKS VILLAGE.
2. Maintenance of all common areas and private drainage easements within TALL OAKS VILLAGE shall be the responsibility of the Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that may cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.
3. All streets are private and shall be maintained by the Property Owners Association.
4. Tree Preservation Areas shall not include utility easements, detention ponds, walking paths, or other cleared areas. Tree protection fencing shall be installed along property line where new or ongoing construction abuts Tree Preservation Areas. Refer to the City of Edmond for Forest Area Management Guidance.

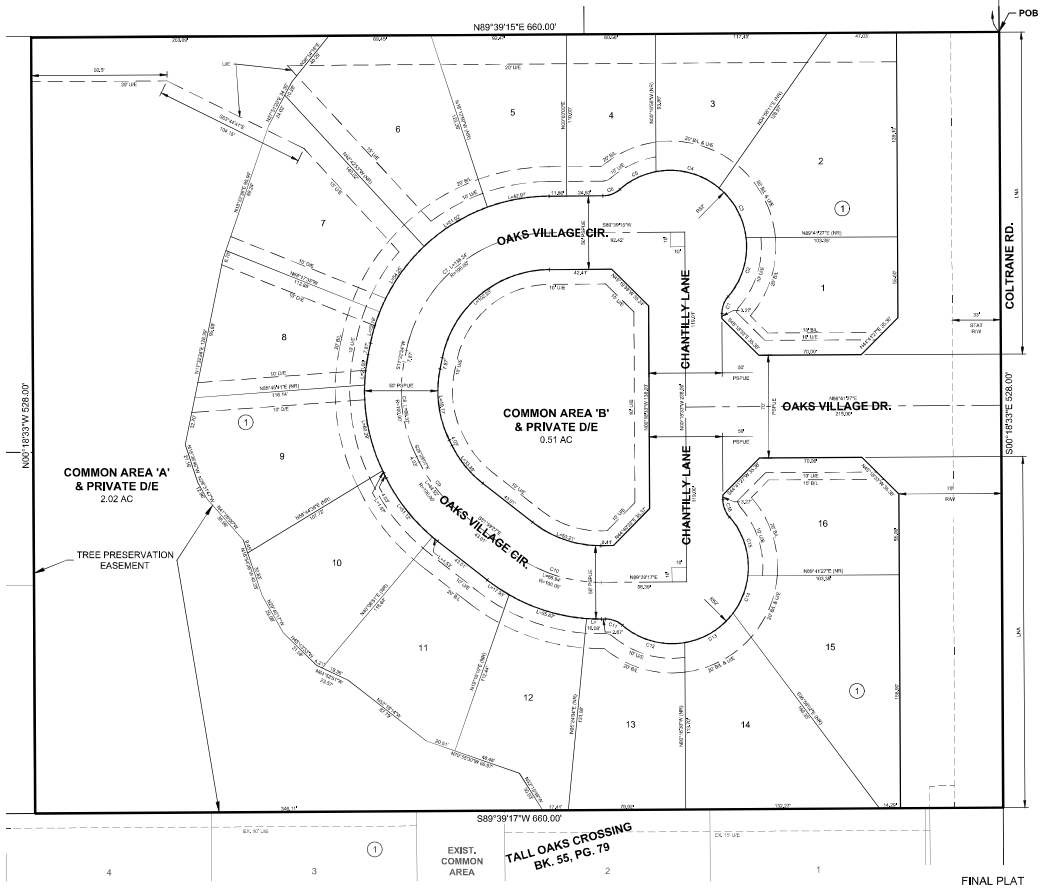
LEGEND:

POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
R/W = RIGHT OF WAY
STAT. R/W = STATUTORY RIGHT OF WAY
LNA = LIMITS OF NO ACCESS
CA = COMMON AREA
TPA = TREE PRESERVATION AREA
NR = NOT RADIAL
B/L = BUILDING LIMIT LINE
U/E = PUBLIC UTILITY EASEMENT
D/E = PRIVATE DRAINAGE EASEMENT
D & U/E = PRIVATE DRAINAGE & PUBLIC UTILITY EASEMENT
PSPUE = PRIVATE STREET & PUBLIC UTILITY EASEMENT

● DENOTES FND. #3 BAR w/CAP STAMPED "J&A 1484" UNLESS OTHERWISE NOTED
○ DENOTES SET #3 BAR w/CAP STAMPED "J&A 1484" UNLESS OTHERWISE NOTED
△ DENOTES SET NAIL IN "1484 J&A SHINER" UNLESS OTHERWISE NOTED

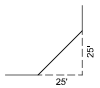
Curve Table

Curve #	Length	Radius	Tangent	Chord Length	Chord Direction	Delta
C1	12.81'	18.00'	6.69'	12.54'	S20°05'04"W	040°47'13"
C2	43.03'	52.00'	22.83'	41.81'	S16°46'20"W	047°24'40"
C3	39.29'	52.00'	20.63'	38.36'	S28°34'40"E	043°17'20"
C4	45.91'	52.00'	24.57'	44.43'	S75°30'46"E	050°34'52"
C5	27.53'	52.00'	14.09'	27.21'	N64°01'55"E	030°19'46"
C6	12.81'	18.00'	6.69'	12.54'	N69°15'39"E	040°47'13"
C7	136.34'	100.00'	81.14'	126.02'	S50°35'50"W	078°06'52"
C8	66.37'	100.00'	34.46'	65.16'	S07°28'22"E	038°01'31"
C9	44.52'	100.00'	22.63'	44.15'	S39°14'17"E	025°30'20"
C10	66.94'	100.00'	34.78'	65.70'	S71°10'05"E	038°21'16"
C11	12.81'	18.00'	6.69'	12.54'	N69°57'06"W	040°47'13"
C12	45.53'	52.00'	24.34'	44.09'	N74°38'38"W	050°10'17"
C13	39.34'	52.00'	20.66'	38.40'	S58°35'59"W	043°20'30"
C14	27.78'	52.00'	14.23'	27.45'	S21°37'19"W	030°36'50"
C15	43.03'	52.00'	22.83'	41.81'	S17°23'26"E	047°24'40"
C16	12.81'	18.00'	6.69'	12.54'	S20°42'10"E	040°47'13"



********** NOTE **********

THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.



TYPICAL SIGHT TRIANGLE

TOTAL NUMBER OF LOTS = 16

TOTAL COMMON AREA ACRES = 2.53 AC

FINAL PLAT
of

TALL OAKS VILLAGE

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078 www.jacivil.com
Certificate of Authorization #1484 Exp. Date: 06-30-2025
• ENGINEERS • SURVEYORS • PLANNERS •

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City Council / Public Works Authority **7. F.**

Meeting Date: 02/10/2025

Submitted For: Steve Lawrence, Director, Engineering

Email: Steve.Lawrence@edmondok.gov , Phone: 405-359-4770

Submitted By: Corson Smith, Senior Transportation Engineer, Engineering

Ward: Citywide

City Council Strategic Plan: Strategic Initiative 3 - Community Development

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Item

Consideration of Approval of Professional Services Contract Amendment No. 11 with Kimley-Horn and Associates for Transportation Systems Design Services; $581,000.00. (Citywide)

Background

On October 25, 2010, the City entered into a contract with Kimley-Horn and Associates for Intelligent Transportation System (ITS) design services. Since then, various contract amendments have been used for design in phases to maximize federal funding contributions towards construction.

- Phase I included 21 intersections along Edmond Rd/2nd Street. Phase I construction is complete. Federal funds received on this phase = $2.6 million.
- Phase II included 22 intersections along portions of Broadway, Danforth, Covell, and Santa Fe. Phase II construction is complete. Federal funds received on this phase = $3.3 million.
- Phase III includes 22 intersections along the 15th Street corridor. Phase III is currently being constructed through an Oklahoma Department of Transportation contract and is being inspected by Edmond Engineering. Federal funds received on this phase = $4.9 million.
- Phase IV includes 19 intersections and 8 School Zones along 33rd Street and Bryant Street corridor and various other locations. Phase IV is currently being constructed through an Oklahoma Department of Transportation contract and will start construction March 2025. Federal funds received on this phase = $10.2 million.

This contract amendment is for additional design and construction services for Phase V and specifications to upgrade the equipment in the Traffic Management Center (TMC).

- Project Administration for Amendment 11 Work Activities includes:
  - Project Controls and Management
  - Status Reports and Invoicing
  - Project Status Meetings
- TMC Buildout:
  - Technical specifications for the video equipment.
  - Develop Acceptance Test Plan (ATP).
- Phase V:
  - On-site construction observations to evaluate contractor's work, mediate disagreements with City and Contractor, and provide final notice of acceptability of the work.
  - Development of the City's Concept or Operations ("ConOps") to establish core elements found in the Systems Engineering Analysis ("SEA") process. The ConOps document is essential when applying for federal funds, such as grants.
  - Re-timing twenty (20) intersections, provide training for staff, develop optimization

models, and conduct signal timing analysis before and after its implementation.

Staff has negotiated a design fee of $581,000.00 for these services included under Amendment No. 11. The original contract and previous contract amendments total $2,140,650. With this amendment, the total contract to date will be $2,721,650.

Funds verified by Purchasing.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

TMC Buildout will begin upon approval of this Contract Amendment.
Phase V work will be completed within 18 months of the issuance of the Notice to Proceed.

Issue

Professional Services are necessary to produce design plans and construction specifications.

Recommendations

The Public Works Committee unanimously recommended approval at the January 8th, 2025 meeting.
Staff recommends approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount:	$581,000.00
Account:	338007-8534 Intelligent Traffic Systems
Additional Information :	

Attachments

Contract Amendment
Map of Traffic Signals

Contract Amendment #11
for
Engineering Services

This Contract amendment is made and entered into this the ____ day of _____ by and between Kimley-Horn and Associates, Inc. and the City of Edmond.

Whereas: The City of Edmond entered into an Engineering Services contract ("Agreement") with Kimley-Horn and Associates, Inc. ("Contractor") on October 25th, 2010.

And Whereas: Said Agreement is for the completion of the Intelligent Transportation System ("ITS") Communication Master Plan, to include basic network architectures, network components, telecommunications topology, and telecommunication bandwidth requirements, construction plan documents and specifications for Phase I, Phase II, Phase III, Phase IV, and Phase V.

And Whereas: The City finds it necessary to amend the Agreement to develop the procurement documents to buildout the Traffic Management Center ("TMC") at City Hall, secure an agreement to purchase, install, integrate, document, and test a video wall control system at City Hall, develop a proposed acceptance test plan ("ATP") and execution of the ATP, and support City staff during implementation and deployment of the video wall controller deployment.

And Whereas: The City finds it necessary to amend the Agreement to provide for Construction Phase Services for Phase V of ITS, including on-site construction observations to evaluate whether Contractor's work ("Work") is generally proceeding in accordance with the Agreement , to recommend to the City acceptance or rejection of Contractor's Work, mediate disagreements with City and Contractor, and provide final notice of acceptability of the Work.

And Whereas: The City finds it necessary to amend the Agreement to include development of the City's Concept of Operations ("ConOps") to establish the core elements found in the Systems Engineering Analysis ("SEA") process, which is supported by the Federal Highway Administration ("FHWA"). The ConOps document is essential when applying for federal funds, such as grants.

And Whereas: The City finds it necessary to amend the Agreement to include retiming of twenty (20) intersections, providing training for City staff, developing an optimization model in SYNCHRO, and conducting an analysis to assess the changes in travel time and delay before and after signal timings have been implemented.

Now Therefore: The City agrees to amend the Agreement to include the items listed above in the amount of $581,000.

Mayor Date

Attest:

City Clerk Date

Kimley-Horn and Associates Inc. Date

Approved as to form and legality:

City Attorney Date

Amendment #11
Proposed Scope of Services
Related to the
Edmond Intelligent Transportation System
ITS Master Plan Update-Phase II, Traffic Management Center Implementation,
ITS Implementation Plan

Background

This City of Edmond continues to build out their Intelligent Transportation System.

This project

This scope of services performs the following work activities:

1. Completes the development of the ITS Master Plan
2. Develops the ITS Implementation Plan
3. Provides Construction Phase Services for Phase V ITS
4. Develops the procurement documents to buildout the traffic management center at the new City Hall

Task 36 Project Administration for Amendment 11 Work Activities

Project administration spans the duration of the project tasks identified within the scope of services and is an integral part of the success of the project. This task involves the monitoring and coordination of services to be provided to the City to achieve timely completion of the project. Included in this task are project control and management, reporting requirements, project status meetings, and schedule development and maintenance.

Task 36.1 Project Controls and Management
The Engineer will be responsible for the day-to-day activities of managing the Project, which is assumed to have an additional 24 months. Specific activities include ongoing reassessments of contract and schedule adherence.

Task 36.2 Status Reports and Invoicing
Monthly status reports will be prepared and submitted to the City. The status reports will contain a bullet list summary of project progress and contract fulfillment. The report will address technical progress, contract progress, and management-related topics.

Task 36.3 Project Status Meetings
In addition to the reporting requirements identified above, project status meetings with the City will help the Engineer maintain schedule and contract adherence. It is assumed that project status meetings will be held monthly, either in the City's office or by means of a conference telephone call. It is assumed that all

other project meetings will also be held in the City's office or by means of a conference telephone call. The Engineer will produce meeting notes and document action items.

Task 37. Construction Phase Services for Phase V ITS

This task covers the construction phase services for Phase V. These services augment the day-to-day inspection services provided by ODOT. The following scope of services are generally provided for these types of projects (fiber and signal construction). The exact services will be adjusted to meet the needs of the City and available budget.

Construction Phase Services

Engineer will generally provide professional construction phase services as specifically stated below:

Pre-Construction Conference. Engineer will attend the Pre-Construction Conference.

Visits to Site and Observation of Construction. Engineer will provide on-site construction observation services during the construction phase. Engineer will make site visits at intervals as directed by City in order to observe the progress of the Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and such observations, Engineer will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Engineer will keep City informed of the general progress of the Work.

The purpose of Engineer's site visits will be to enable Engineer to better carry out the duties and responsibilities specifically assigned in this Agreement to Engineer, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Engineer will recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Engineer will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents

to City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by City.

Change Orders. Engineer may recommend Change Orders to City, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Engineer will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Engineer may require special inspections or tests of Contractor's work as Engineer deems appropriate, and may receive and review certificates of inspections within Engineer's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between City and Contractor. Engineer will, if requested by City, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Substantial Completion. Engineer will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with City and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of City, Engineer considers the Work substantially complete, Engineer will notify City.

Final Notice of Acceptability of the Work. Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Engineer's knowledge, information, and belief based on the extent of its services and based upon information provided to Engineer upon which it is entitled to rely.

Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Engineer shall not have the authority or responsibility to stop the work of any Contractor.

Task 38 Update to the City of Edmond ITS Master Plan, Phase II

This task is the continuation of the work identified in Task 32.

Task 38.1 Review and Update Concept of Operations

This task will develop the City of Edmond Concept of Operations (ConOps). The core ideas were originally established in the development of the ITS Implementation Project. The objective of this task is to establish the core elements found in the Systems Engineering Analysis (SEA) process, which is supported the Federal Highway Administration (FHWA). The ConOps document is essential when applying for federal funds, such as grants.

This task will be developed by the Consultant working with traffic engineering / operations staff to develop use-case scenarios. Typical scenarios consist of: 1) normal day operations, 2) work zone operations, and 3) severe weather operations. City staff will be consulted on their vision of the City's future. Planning data will be collected to identify growing trends of the City to ensure that future development and growth is adequately being planned for in terms of ITS equipment. **These work activities are consistent with Action Item R7.1 of the EdmondSHIFT Long-Range Mobility Plan.** *The deliverable will be: Concept of Operations.*

The Consultant will organize an in-person workshop that will include traffic engineering, signal maintenance, first responders, ODOT, and city leadership. The exact makeup of the stakeholders and invitation list will be resolved in consultation and direction of City management. The consultant will moderate the discussion, capturing the "what", "where", "who", "when", and "why" of device control, data sharing, and need for future standard operating procedures (SOPs). *Deliverable: presentation materials, meeting notes, and updated Concept of Operations.*

From the workshop, the Concept of Operations document will be updated. The Consultant will generate high-level requirements, and preliminary low-level requirements. Individual future projects will be identified, and grouped into phasing sequence and priority (near-term, mid-term, and long-term). *Deliverable will be a technical memorandum identifying needs and prioritized requirements.*

Task 38.2 State of the Practice

The Consultant will develop a technical report that will identify and discuss emerging and mature technologies that support efficient leverage of data, processes, software and hardware. The intent of this report is to expose the city staff to the ideas and concepts. Specific items of interest can be further explored in Phase II of the ITS Master Plan Update.

This SOP report will cover the following topics:

- Use of probe-based data (e.g., INRIX, Replica, etc.)
- Smart workzone data exchange and virtual DMS
- Innovative software platforms to present data (e.g., PowerBI)
- Advanced pedestrian crossing
- Advanced traveler information systems (ATIS)
- Supporting autonomous vehicles (review of 11th Edition of MUTCD, Part 5)

The consultant will present the findings of this report in a virtual workshop. The consultant will prepare a PowerPoint presentation, and meeting notes.

Task 38.3 Smart City

Many cities across the nation are promoting what is now called "smart city" technologies. At the core, a smart city is simply leveraging automation and data to do things to make the city safer, more efficient, or simply more livable. The "sand box" of ideas is broad, spanning from water resources, electrical charging stations, to automated traffic signals. This task is very simple, and exploratory in nature. It produces a simple white paper that provides (relevant) sample projects with anticipated benefits in realm of making the City of Edmond a Smart City. It includes a workshop with City staff to discuss the materials. Future avenues can be customized and authorized to fit the City's chosen path.

Task 38.4 EV Charging Station Assessment

The Biden-Harris-Administration has released an EV Charging Action Plan that outlines steps federal agencies are taking to support developing and deploying chargers in American communities across the country. The state of Oklahoma has rolled out EVOK – Oklahoma's Electric Vehicle Infrastructure Program. What does that mean for the citizens of Edmond? This task will leverage Kimley-Horn's TREDLiteEV software that will: apply real-world data and distill the data into results that is easy to digest. The software provides visualization tools to compare and prioritize possible EV charging sites based on city priorities. The deliverable from this task is a City of Edmond Plan of action. Conceivably it may reveal a plan that shows certain aspects that the City will build and other elements that would be the responsibility of the private development community. A workshop with City staff will conclude this task.

Task 38.5 Automated Traffic Signal Performance Measures (ATSPMs)

The City typically retimes their traffic signals on a 3- to 5-year cycle, and for the majority of these efforts, effectiveness is measured by comparing a limited amount of before and after travel-time data. Where there is no ongoing performance measurement capability, the City must often rely on citizen complaints to detect maintenance or operational deficiencies. This lack of data compromises safety and efficiency and contributes to congestion. ATSPMs are transforming these signal timing and operations practices by adding high-resolution data-logging capability to existing traffic signal infrastructure and data analysis techniques. This cost-effective technology provides agencies with the information needed to manage signal performance proactively to support safety and mobility goals. The City's chosen local controller software (MaxTime) supports ATSPMs, thus the initial heavy investment is complete. The controller will require programming to create the data logger file. This task focuses on identifying a program that City

staff can use to make better decisions on signal operations using data. This task will include up to 2 virtual workshops with City staff to educate them on the use of ATSPM data and how it can transform the way in which traffic signals are optimized using real-world data. The Consultant will leverage publically accessible data portals, such as GDOT SigOps or UDOT to demonstrate possible performance measure charts. The Engineer will develop a Quick Start guide for the City staff to use as future reference. The deliverable of this task is education to the City staff and the development of a future work authorization to support the City in building the infrastructure to support the creation of ATSPMs on their own.

Task 38.6 Dashboards and Situational Awareness

Modern traffic management centers are building enormous databases from a variety of sources. Examples includes the traffic signal control system database, the city's service request software database, and even custom excel spreadsheets. Based on experience, this data is useful but can become overwhelming for the typical human to consume. This task focuses on exploring and developing a dashboard built upon existing data sources that would be used in the TMC to provide real-time information that leads to making better, more informed decisions. Deliverable will consist one basic dashboard will be developed leveraging Mircosoft PowerBI pulling data from an Excel spreadsheet, and possibly the Q-Free database if the objects are identifiable that are contained in the database. Microsoft PowerBI Desktop and associated user licenses (supplied by City).

Task 38.7 Traffic Signal Retiming for 20 Intersections

The City of Edmond has relied upon the expertise of a traffic planner that is no longer with the City. The current staff understand the core principles of traffic engineering and have done well to keep traffic moving in the City. For this task, the Engineer will retime up to 20 traffic signals in the City, and provide education to City staff on how the Engineer's staff retimes traffic signals from data collection, building a model, timing plan development, and implementation in the field. This task includes the collection of intersection turning movement counts, development of an optimization model in SYNCHRO, development of optimized signal timing plans for 3 peak periods. City staff will be responsible for inputting the new signal timing plans into the controller databases. The Engineer will perform field fine-tuning. The Engineer will conduct an analysis using INRIX to assess the changes in travel time and delay before and after the signal timings have been installed.

Task 38.8 ITS Master Plan Report and Implementation Plan

The Consultant will bring forward the concepts identified in the CnOps, Needs, and Requirements to produce a comprehensive report. This report will provide the foundation to moving the City forward into the future. The report will consist of the following chapters:

- Executive Summary
- Section 1. Introduction and Background
- Section 2. Existing Conditions
- Section 3. ITS Communications Network
- Section 4. Needs Assessment

- Section 5. Concept of Operations
- Section 6. Smart City Concepts
- Section 7. EV Charging Stations
- Section 8. Needs and Requirements
- Section 9. Performance Measures and Dashboards
- Section 10. Implementation Plan

The Chapter identifying the Implementation Plan will consist of up to 10 capital improvement projects or programs to be developed. Each project will be described for its need, general scope, cost estimate, and priority.

Task 39 Traffic Management Center Buildout

The City is building a new City Hall. As part of that new capital project is the construction of a new traffic management center (TMC). As part of that new TMC, the City will need to evaluate and consider changing the current software platforms that control their traffic signals, video cameras, video wall, and even the consoles used by the operators that run the TMC.

Video Control and Management

Task 39.1 TMC Video Displays

The Consultant will document the technical specifications for the video displays procured as part of the City Hall Audio/Visual hardware installation.

Task 39.2 Video Management

Video management is the software platform used to control the individual CCTV cameras. The current software platform is Genetec. The Consultant will study the Genetec software documentation for how it handles the video wall displays (see task above) as well as modern video platforms referred to generically as 4K. The Consultant will prepare a brief memorandum that identifies other video management platforms for comparative purposes. It is assumed that this platform will remain as the preferred platform. In Task 40.3 before, it is possible that some video wall controller platforms may offer, at no additional cost to the City, a new video management platform that integrates better with their video wall controller.

Task 39.3 Video Wall Control

The video wall controller is currently Jupiter Canvas based on the Catalyst server. That system was deployed 11 years ago. The displays have served the city wall. The server platform has been problematic. This task will develop functional requirements for a new video wall controller. The requirements will focus on keeping the video within the City Hall building.

This following scope of services for Task 39.3 assumes the following: The traffic management center will be constructed per the supplied construction plans to the dimensions shown. The contractor will install structural support where video displays will be mounted. Appropriate provisions for American with

Disabilities Act (ADA) have been met. The walls will be painted and ready for video wall mounting hardware to be installed. Electrical outlets are provided, and empty conduit is installed between each video display and the server room location, or CAT6 cabling is installed and ready for final termination.

The following activities will be performed by the Consultant:

1. The Consultant will conduct a literature review and outreach with available vendors of video wall systems. The review will be limited to 5 vendors/platforms. The consultant will create a matrix comparing features to manufactures. The matrix will be developed using Excel spreadsheet. The consultant will review the findings with the City staff. Follow up discussions with the vendors is expected and the Consultant will update the requirements list.
2. The Consultant will engage with a targeted video wall integrator that participates in the ODOT Office of management & enterprise services to secure the agreement between the City and a reputable video integrator to purchase, install, integrate, document, and test a video wall control system at the new City Hall building. Those services will be:
    a. The Engineer will arrange a meeting with the integrator and the city to discuss functionality. This meeting will:
        i. Review the vendor matrix and discuss differences of the vendors and preferred vendors with supporting reasons.
        ii. Discuss total functionality of the video wall controller and interaction/integration with the video management software and ATMS software.
        iii. Discuss mounting hardware/systems recommended
        iv. Functionality of displays to be purchased and integrated by the vendor.
        v. The Engineer will record meeting notes and action items.
    b. The Engineer will provide to the integrator the appropriate construction drawings for the new traffic management center at the new City Hall building.
    c. The Engineer will meet with the integrator as needed to review conceptual functionality with the goal being that the integrator can prepare a scope of services and turn-key installation cost.
    d. The Engineer, City, and Integrator will meet in-person to review the proposal of the integrator and functionality of the proposed solution.
    e. The Engineer will work with the integrator to prepare the necessary paperwork using ODOT state contract.
3. The Engineer will work with the City to answer questions and execute the approved scope of services for implementation of a video wall system.
4. The Consultant will develop a proposed acceptance test plan (ATP).
5. The Consultant will support the City during implementation and deployment of the video wall controller deployment. This will include weekly virtual meetings with the installation crew, and participation in up to 3 on-site coordination meetings.
6. The Consultant will participate/lead the execution of the acceptance test plan. The Consultant will document all steps successfully met and/or failed. For all failed tests, the Consultant will work with the City and Vendor to identify steps necessary to pass the test. The Consultant will document all test results and submit a technical memorandum to the City for final acceptance.

7. The Consultant will issue a recommendation to the City to accept the supplied system, and release of final payment.

Traffic Signal Control System

Task 39.4 Traffic Signal Control

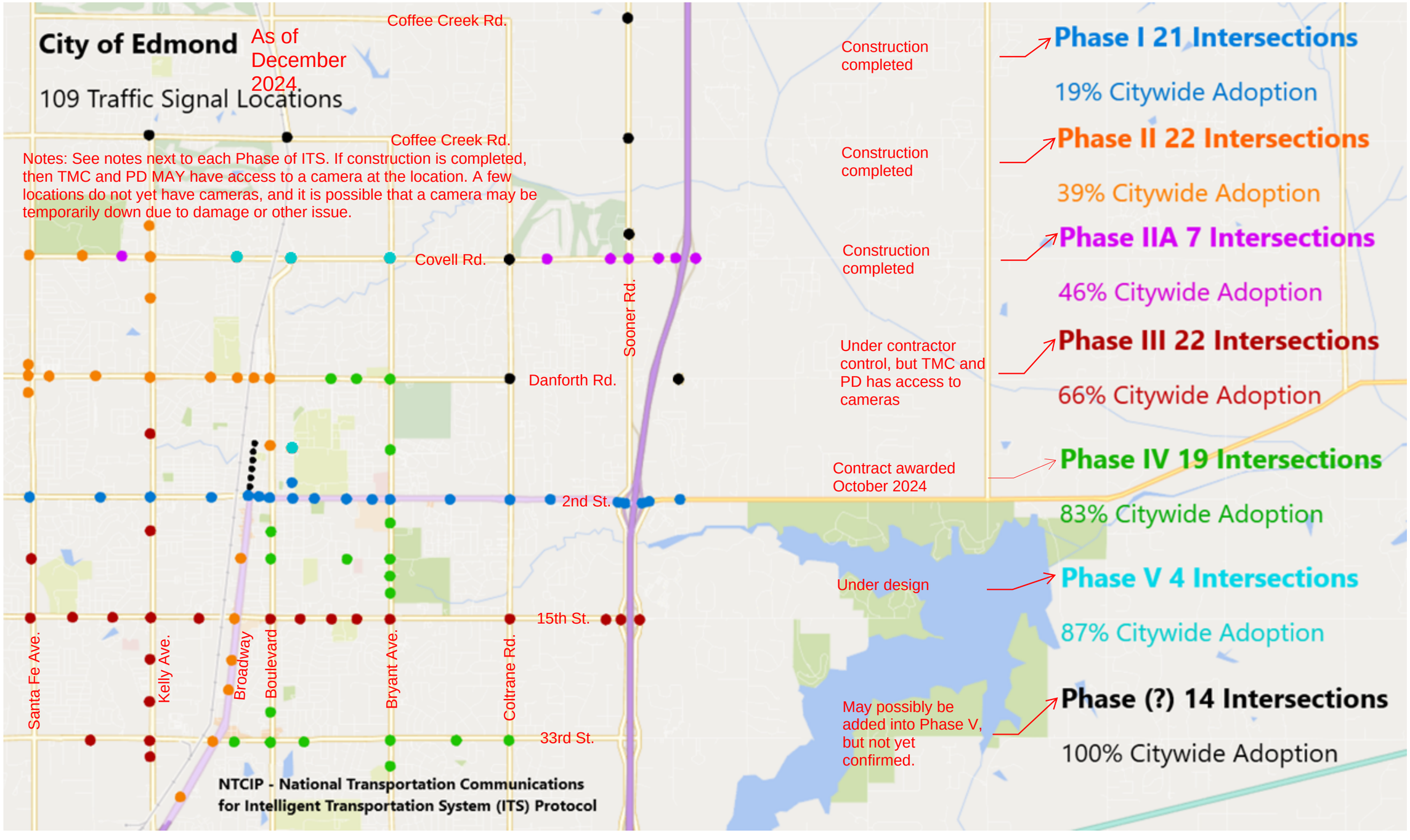
The City currently has deployed the Q-Free central and local control software. It is understood that the City staff are content with the existing capabilities and performance. The Consultant will prepare a brief memorandum that identifies other systems for comparative purposes. It is assumed that City IT staff will administer the necessary interactions with Q-Free (if necessary) to relocate the installed instances of the software on the workstations at the City Hall.

Task 39.5 TMC Console Furniture

The City has plans to re-use the existing console furniture from the TMC located at 10 S. Littler. The Consultant will provide a minimal coordination effort to plan for the re-use and what is needed to order matching furniture.

Amendment #11
Proposed Fee Proposal
Related to the
Edmond Intelligent Transportation System
Construction Phase Services (Phase V), Update to ITS Master Plan,
Traffic Management Center Buildout

Task	Description	Fee
36	**Project Management for Amendment 11**	$45,000
37	**Construction Phase Services, Phase V Plans**	$55,000
38	**Update to City ITS Master Plan, Phase II**	
38.1	Concept of Operations	35,000
38.2	State of the Practice	40,000
38.3	Smart City Brief	$15,000
38.4	EV Charging Station Assessment	$35,000
38.5	Automated Signal Performance Measures (ATSPM)	$18,000
38.6	Dashboards and Situational Awareness	$25,000
38.7	Traffic Signal Retiming for 20 Intersections, Includes TMCs	$120,000
38.8	ITS Master Plan Report and Implementation Plan	$50,000
39	**Traffic Management Center Buildout**	
39.1	TMC Video Displays, specifications documentation for vendor support	$3,000
39.2	Video Management Software Brief	$6,000
39.3	Video Wall Control	$120,000
39.4	Traffic Signal Control Software Brief	$5,000
39.5	TMC Console Coordination	$1,000
	Travel Expenses	$8,000
	Total	**$581,000**


City of Edmond
As of December 2024
109 Traffic Signal Locations
Notes: See notes next to each Phase of ITS. If construction is completed, then TMC and PD MAY have access to a camera at the location. A few locations do not yet have cameras, and it is possible that a camera may be temporarily down due to damage or other issue.
Coffee Creek Rd.
Coffee Creek Rd.
Covell Rd.
Danforth Rd.
2nd St.
15th St.
33rd St.
Sooner Rd.
Santa Fe Ave.
Kelly Ave.
Broadway
Boulevard
Bryant Ave.
Coltrane Rd.
NTCIP - National Transportation Communications for Intelligent Transportation System (ITS) Protocol
Construction completed
Construction completed
Construction completed
Under contractor control, but TMC and PD has access to cameras
Contract awarded October 2024
Under design
May possibly be added into Phase V, but not yet confirmed.
Phase I 21 Intersections
19% Citywide Adoption
Phase II 22 Intersections
39% Citywide Adoption
Phase IIA 7 Intersections
46% Citywide Adoption
Phase III 22 Intersections
66% Citywide Adoption
Phase IV 19 Intersections
83% Citywide Adoption
Phase V 4 Intersections
87% Citywide Adoption
Phase (?) 14 Intersections
100% Citywide Adoption

City Council / Public Works Authority **7. G.**

Meeting Date: 02/10/2025

Submitted For: Sage Halbert, Assistant Field Services Superintendent, Public Works
Email: Sage.Halbert@edmondok.gov , Phone: 405-216-7779

Submitted By: Sage Halbert, Field Services Superintendent, Public Works

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of a Transfer of Appropriations for Field Services Water Line Maintenance Transfers-Vehicle Maintenance Charges; $130,000.00. (Citywide)

Background

Due to unexpected vehicle maintenance costs, current funding will not be sufficient to cover vehicle maintenance for the remainder of the fiscal year. Consequently, staff is requesting a transfer from Water Line Maintenance "Regular Pay-Civilians", to resolve this issue. This transfer will not increase the overall Water Line maintenance budget, but will simply transfer funds from one account to another.

Time Frame

Immediate upon approval.

Issue

A transfer of funds is necessary to cover the vehicle maintenance costs for the remainder of the fiscal year.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notification

Posted Agenda.

Fiscal Impact

Amount: $130,000.00

Account: From: Field Services-Water Line Maintenance-Regular Pay-Civilians 654331-8101

Additional Information:

Amount: $130,000.00

Account: To: Field Services-Water Line Maintenance-Transfers Out-Vehicle Maintenance 654331-8819

Additional Information:

Amount: $130,000.00

Account: To: Fleet Maintenance - Transfers In 653022-7900

Additional Information:

From Water Line Mtc 654331

City Council / Public Works Authority **7. H.**

Meeting Date:	02/10/2025
Submitted For:	Madeline Sawyer, City Attorney, City Attorney's Office
	Email: Madeline.Sawyer@edmondok.gov , Phone: 405-359-4350
Submitted By:	Natalie Marshall-Cox, Executive Assistant, City Attorney's Office
Ward:	Citywide
City Council Strategic Plan:	N/A

Item

Consideration of Approval of Purchase for Retainer Replenishment for Legal Professional Service Provider Hornbeek Vitali & Braun, PLLC for As Needed Miscellaneous Legal Services for the Legal Services Department; $100,000.00. (Citywide)

Background

The City uses outside litigation counsel for various issues in state and federal court. Approval is needed to encumber budgeted funds in the LegalServices/Consulting & Professional Services budget (652061-8319). The purpose of this request is to encumber funds and allow timely payment of anticipated invoices for services to be rendered and retainer invoices regarding pending or anticipated legal matters.

Funds availability verified by Purchasing.

This item has been reviewed by the City Attorney’s Office as to form and legality.

Time Frame

Upon Approval.

Issue

Purchase of Retainer Replenishment for Legal Professional Service Provider Hornbeek Vitali & Braun, PLLC for As Needed Miscellaneous Legal Services for the Legal Services Department.

Recommendations

Staff Recommends Approval.

Action Needed

Motion to Approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount:	$100,000.00
Account:	652061-8319 Legal Services-Consulting & Professional Services

Additional Information :

Budget authority approved in Fiscal Year 2024-25 Annual Budget.

Attachments

HVB Retainer Letter

HORNBEEK VITALI & BRAUN, P.L.L.C.
ATTORNEYS AT LAW

3711 NORTH CLASSEN BOULEVARD
OKLAHOMA CITY, OKLAHOMA 73118

TELEPHONE (405) 236-8600
TELEFAX (405) 236-8602

www.hvblaw.com

DANIEL E. BRYAN III*
J. TYLER WORTEN
LAURIE D. JUDY
BRICE W. BISEL
NATASHA M. PRADO
RODRIGO CARRILLO
CONNER W. ELLIS

OF COUNSEL
RICHARD E. HORNBEEK
JOHN E. VITALI
LARRY G. CASSIL, JR.**

*Also admitted in Nebraska
**Also admitted in Texas

CHARLES G. BRAUN (1953-2020)
GEORGE F. SHORT (1927-2008)

December 26, 2024

Madeline E. Sawyer
City Attorney
24 East First Street
P.O. Box 2970
Edmond, OK 73083

Re: *Retention for City of Edmond Litigation Matters*

Dear Ms. Sawyer:

This follows our recent telephone conversation wherein you requested Hornbeek Vitali & Braun PLLC (the "Firm") continue its represention of the City of Edmond ("City") to litigate and defend claims for and against the City and its departments. This letter is intended to outline an understanding of the terms and conditions of the legal representation going forward in 2025.

In 2024, the City entered into an agreement for legal representation with Firm and established a Client Trust Account with Firm upon payment of $100,000.00. Since that time, each case, designated by the City was billed on a monthly basis, from date of acceptance, for approval by City prior to the issuance of any payment from the Client Trust Account. Since the establishment of the account on April 29, 2024, an additional payment of $14,760.00 was received by the Firm and deposited to the Client Trust Account on August 5, 2024. A total of $93,511.83 has been approved for withdrawal from the account for payment of invoices related to multiple litigation matters. At the end of calendar Year 2024 the City of Edmond Client Trust Account held by the Firm has a positive balance of $21, 248.17.

As previously agreed, the Firm will continue to represent City throughout 2025 on an hourly basis on assigned and accepted matters. The Firm will bill at hourly rates as follows: Partners will be billed at the rate of $250.00 per hour; and Associates time will be billed at $200.00 per hour. Billing will occur monthly and all billing will be done at actual time with minimum increments of 1/10th of an hour. There will be no mandatory minimum billing increments. In addition to the fees for services rendered, City will be responsible for any and all costs incurred during the course of representation. Costs and expenses generally include, but are not limited to, such things as court costs, expert witness fees, court reporter charges, copying expenses, postage, charges from litigation support vendors, online research expenses, long distance telephone charges and similar such items. These expenses will be included on the monthly invoices and will become due and owing at the same time as the charges for services rendered by the Firm.

To secure payment of the fees and expenses incurred by Firm, City has agreed to issue an

additional retainer payment in an amount 0f $100,000.00 to be held in the Client Trust Account. Thereafter, all invoices submitted to City will be paid from the funds in the Client Trust Account. If, at any time City requests additional legal work be performed by Firm outside the scope of this representation, said funds may be used for those purposes under similar terms and only with the full knowledge and approval of both City and Firm. In the event it becomes necessary, City may be required to replenish the initial retainer or be invoiced on a monthly basis. At the conclusion of Firm's representation, any funds remaining from the monies deposited to the trust account will be returned to City or be re-appropriated in any manner City requests.

The Firm makes no representations or warranties as to the probable outcome of the existing or anticipated litigation matters. And, the Firm reserves the right to decline or withdraw from representation at any time and for any reason. Likewise, City may terminate the representation at any time and for any reason. In the event the representation is terminated by either party, Firm shall be entitled to reimbursement of all costs and expenses incurred through the date of termination. City will also be liable for attorney fees incurred up to the date of the termination of representation. Although Firm does not anticipate either party will terminate the representation, it is important all obligations be understood in advance.

If the terms and conditions of this agreement do not accurately reflect your understanding, in any respect, please us know.

Respectfully,

HORNBEEK VITALI & BRAUN, PLLC



John E. Vitali
For the Firm

City Council / Public Works Authority **7. I.**

Meeting Date: 02/10/2025

Submitted For: Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Phil Jones, Sustainability Planner, Planning

Ward: Citywide

City Council Strategic Plan: Strategic Initiative 1 - Economic Development

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Item

Consideration of Approval of an Amendment to an Agreement with Kimley Horn for the Design of Sidewalks Along 2nd Street and W. Edmond Rd for Sidewalk Construction, as Outlined in the City's ADA Transition Plan; $27,800.00. (Citywide)

Background

Title II of the ADA requires state and local governments to make their programs and services accessible to persons with disabilities. This requirement extends not only to physical access at government facilities, programs, and events - but also to policy changes that governmental entities must make to ensure that all people with disabilities can take part in, and benefit from, the programs and services of state and local governments. In 2015 the City adopted Public Right-of-Way Accessibility Guidelines (PROWAG), following the State's lead. The City's ADA Transition Plan, as required by the Americans with Disabilities Act, and PROWAG identify the accessibility needs for this corridor that will enable more people with disabilities to participate in civic life.

Funds verified by Purchasing.

This item has been reviewed by the City Attorney’s Office as to form and legality.

Time Frame

Immediate Upon Approval

Issue

Additional design services were required beyond the original contract scope and effort outlined in the agreement. This was due to the resubmission of the 90% construction drawings for review. The initial 90% submittal was submitted for review in February 2022 and was resubmitted in January 2025.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve

Public Notifications

Posted Agenda

Fiscal Impact

Amount: $27,800.00

Account: 338007-8573 (2000 CIP - 2nd Street ADA Project)

Additional Information :

Attachments

Amendment #1 to Professional Services Agreement – 2nd Street ADA and Traffic Signal Improvements

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01/20/2024

Phil Jones
City of Edmond
2004 Old Timbers Dr.
Edmond, OK 73034

Re: Amendment Number 01 to Professional Services Agreement – 2nd Street ADA and Traffic Signal Improvements

Dear Mr. Jones:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") and the City of Edmond ("Client") entered in a Professional Services Agreement dated March 8, 2021 ("Agreement") concerning Design of 2nd Street and W Edmond Road Sidewalk Improvements ("Project").

The parties now desire to amend the Agreement to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will provide the services specifically set forth below in addition to the previous approved base contract:

The following services were performed in addition to the scope and level of effort outlined in the original agreement due to the resubmittal of the 90% construction drawings for review. The first 90% submittal was originally submitted for review in February of 2022 and resubmitted January of 2025.

1. Additional design services related to converting a segment of sidewalk to a trail, consisting of the following:
   - Revised base files to account for the proposed Uncommon Grounds Sculpture Park improvements
   - Additional field work to verify the changes to the Uncommon Grounds Sculpture Park development since the original field work was conducted in 2021 and to determine potential trail constraints and potential alignment
   - Additional design services to incorporate the trail into the revised 90% review plans and impacted driveways, curb ramps, and traffic signals along the alignment of the trail

2. Additional design services (outside of trail segment) related to an additional 90% submittal, consisting of the following:
   - Additional field work to document field changes of recent improvements since the previous 90% submittal, which was designed from field work conducted in 2021
   - Additional base file updates to account for changes to the existing conditions
   - Additional design related changes based on the field review
   - Additional coordination and details for handrailing to match new handrail near W Edmond Rd and S Oschner Dr
   - Incorporation of ROW/easement document based on acquisition updates
   - Traffic signal and curb ramp design revisions at 2nd Street and Vista Lane to accommodate a north/south trail connectivity

kimley-horn.com | 4727 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142 | 405 241 5423

For the services set forth above, Client shall pay Consultant the following compensation:

Contract Approved – March 8, 2021

Task 1	Develop Basefiles and Preliminary Design	$ 62,100
Task 2	60% Design Plans	$ 144,200
Task 3	90% Design Plans	$ 111,100
Task 4	Final Design Plans	$ 96,300
Total Lump Sum Fee		$ 413,700

Amendment Contract Amendment

Task 3B	Additional Design for 90% Submittal	$ 27,800

Revised Total Lump Sum Fee $ 441,500

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: Luke Schmidt, P.E., PTOE

Title: Project Manager

Printed Name: Douglas Arnold, P.E.

Title: Contract Specialist

AGREED AND ACCEPTED:

City of Edmond

By: _____

Title: _____

Date: _____

kimley-horn.com | 4727 Gaillardia Parkway, Suite 250, Oklahoma City, OK 73142 | 405 241 5423

City Council / Public Works Authority **7. J.**

Meeting Date: 02/10/2025

Submitted For: Brad Raney, Director, Parks & Recreation

Email: Brad.Raney@edmondok.gov , Phone: 405-216-7637

Submitted By: Cheryl Tettleton, Administrative Specialist, Parks & Recreation

Ward: 4

City Council Strategic Plan: Strategic Initiative 2 – Quality of Life

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Item

Consideration of Approval of a Supplemental Appropriation within the Senior Citizens Center Fund from Reserves to Recreational Supplies for the Purchase of Fitness Equipment; $24,000.00. (Ward 4)

Background

In August 2024, the Senior Center received a non-earmarked donation of $28,566. After evaluating needs, senior center staff determined that improving the available fitness equipment would be beneficial to the seniors. Some existing equipment is in poor condition and needs to be replaced. Additional equipment would allow more members to participate in fitness activities. Additionally, a water fountain with a bottle filler would be installed adjacent to the fitness area. The current request is to transfer $24,000.00 of the donated funds within the budget to allow for purchase of the new items.

Time Frame

If approved, funds will be transferred immediately.

Issue

The Senior Center would like to make donated funds available for use to purchase fitness equipment.

Recommendations

Staff recommends approval.

Action Needed

Motion to Approve.

Public Notification

Posted agenda.

Fiscal Impact

Amount: $24,000.00

Account: FROM: 110012-Reserves Senior Citizen Center - Reserves

Additional Information:

Amount: $20,000.00

Account: TO: 110012-8215 Senior Citizens Center - Recreation Supplies

Additional Information:
For the fitness equipment

Amount: $4,000.00
Account: TO: 110012-8361 Senior Citizens Center - Contract Services
Additional Information:
For purchase and installation of the drinking fountain with bottle filler.

City Council / Public Works Authority **7. K.**

Meeting Date: 02/10/2025

Submitted For: Kris Neifing, Director, Water Resources

Email: Kris.Neifing@edmondok.gov , Phone: 405-216-7675

Submitted By: Jennifer Boaz, Utility Program Specialist, Water Resources

Ward: Citywide

City Council Strategic Plan: N/A

Item

Consideration of Approval of a Corrected Third Amendment to Lease Agreement with T-Mobile to Provide Emergency Backup Generator Installation at 4601 Woods & Sons Avenue. (Revenue $152.00 / Month; Citywide)

Background

The original version of this item was approved by EPWA and City Council at the 11/25/2024 Council meeting. Subsequent to this approval, T-Mobile requested non-substantive changes to the document. These changes have been reviewed and updated in the corrected third amendment document to the lease. This item is under both the EPWA and City Council portions of the agenda as it requires approval from both. T-Mobile has requested to place a generator on-site at the I-35 tower in order to maintain the reliability of their system. The proposal to locate the generator near the tower also includes additional revenue for the space. Water Resources staff has evaluated their proposal and recommends approval.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

Immediate.

Issue

An amended lease agreement is needed to allow for T-Mobile to place the equipment on the tower site.

Recommendations

Staff recommends approval. Reference PWC Agenda #20856

Action Needed

Motion to approve.

Public Notifications

Posted Agenda.

Fiscal Impact

Amount: $152.00/M

Account: 563332-7804

Additional Information :

Attachments

T-Mobile 3rd Amendment
Corrected Third Amendment

Information

Item

Consideration of Approval for a Corrected Third Amendment to Lease Agreement with T-Mobile to Provide Emergency Backup Generator Installation at 4601 Woods & Sons Avenue. (Revenue $152.00 / Month; Citywide)~~Consideration of approval for a reimbursement agreement with Enable Oklahoma Intrastate Transmission, LLC, to relocate an existing 12-inch high-pressure gas main at the Arcadia Lake Water Treatment Plant Site. Consideration of approval for a reimbursement agreement for preliminary design with Enable Oklahoma Intrastate Transmission, LLC, to relocate an existing 12-inch high-pressure gas main at the Arcadia Lake Water Treatment Plant Site. ($49,434.00) (Ward 2)~~

Background

The original version of this item was approved by EPWA and City Council during the 11/25/2024. Subsequent to this approval, T-Mobile requested non-substantive changes to the document. These changes have been reviewed and updated in the corrected third amendment document to the lease.

This item is under both the EPWA and City Council portions of the agenda as it requires approval from both. T-Mobile has requested to place a generator on-site at the I-35 tower in order to maintain the reliability of their system. The proposal to locate the generator near the tower also includes additional revenue for the space. Water Resources staff has evaluated their proposal and recommends approval. This item has been reviewed by the City Attorney's Office as to form and legality.~~Enable Oklahoma Intrastate Transmission, LLC ("Enable") owns and operates a 12-inch high-pressure gas main that runs east-west along the south portion of the Arcadia Lake Water Treatment Plant (WTP). The gas line conflicts with planned improvements in the third phase of the Arcadia Lake WTP expansion (Project WTP-01C). Under the proposed agreement, Edmond Public Works Authority will reimburse Enable for expenses related to the relocation of the gas main. The line will be relocated south of the planned improvements, as shown in Exhibit A of the agreement. The relocation is critical to completing all the improvements planned in Project WTP-01C. The initial cost is a $49,434.00 Assessment Payment to begin investigation and preliminary design. Water Resources staff has evaluated the reimbursement agreement and recommends approval.~~

Time Frame

Immediate.

Issue

An amended lease agreement is needed to allow for T-Mobile to place the equipment on the tower site.~~A reimbursement agreement is needed to facilitate Enable Oklahoma Intrastate Transmission, LLC relocating a gas line to allow construction activities associated with the planned 3rd phase of the Arcadia Lake WTP expansion.~~

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notification

Posted Agenda.

Fiscal Impacts

Funding/Cost: Revenue $152.00/Monthly~~Initial cost of $49,434.00~~

Budgeted Item Y/N or N/A: **Y**

Account: 563332 - 7804~~563332-8409~~

Attachments-Please attach the agreement document to the item

Site # OK01341A
Market: Oklahoma City, OK

CORRECTED THIRD AMENDMENT TO TOWER LEASE

THIS CORRECTED THIRD AMENDMENT TO TOWER LEASE ("3rd Amendment") is made and entered into by and between City of Edmond, an Oklahoma municipal corporation ("Landlord"), and T-Mobile Central, LLC, a Delaware limited liability company ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Tower Lease with Option dated September 23, 1996 (which, along with any amendments thereto to date, will be referred to collectively as the "Lease" herein), with respect to Premises located at 4601 Woods & Sons Avenue, Edmond, OK 73034.

B. Landlord and Tenant desire to enter into this 3rd Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of the date last signed below, Tenant will have the right to modify its Antenna Facilities as described and depicted on Exhibit B-1 which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit B-1 in all respects.

2. The following is added to Paragraph 4 of the Lease: "As additional consideration for the modification and other rights set forth in the 3rd Amendment, starting on the date that is thirty (30) days after the start of construction of the modifications to the Antenna Facilities, Rent will be increased by One Hundred Fifty-Two U.S. Dollars ($152.00) per month, partial months to be prorated.

3. The parties' notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:	If to Landlord:
T-Mobile USA, Inc. Attn: Lease Compliance/Site No. OK01341A 12920 SE 38th Street Bellevue, WA 98006	City of Edmond P.O. Box 2970 Edmond, OK 73083-2970

4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this 3rd Amendment shall have the same meanings as such terms are given in the Lease. Except as specifically set forth herein, this 3rd Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this 3rd Amendment, the terms and conditions of this 3rd Amendment will govern and control.

5. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this 3rd Amendment, or

if any such third-party consent or approval is required, Landlord has obtained any and all such consents or approvals.

6. This 3rd Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this 3rd Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this 3rd Amendment effective as of the date of execution by the last party to sign.

City of Edmond, an Oklahoma municipal Corporation

By:_____
Name: Darrell Davis
Title: Mayor
Date:_____

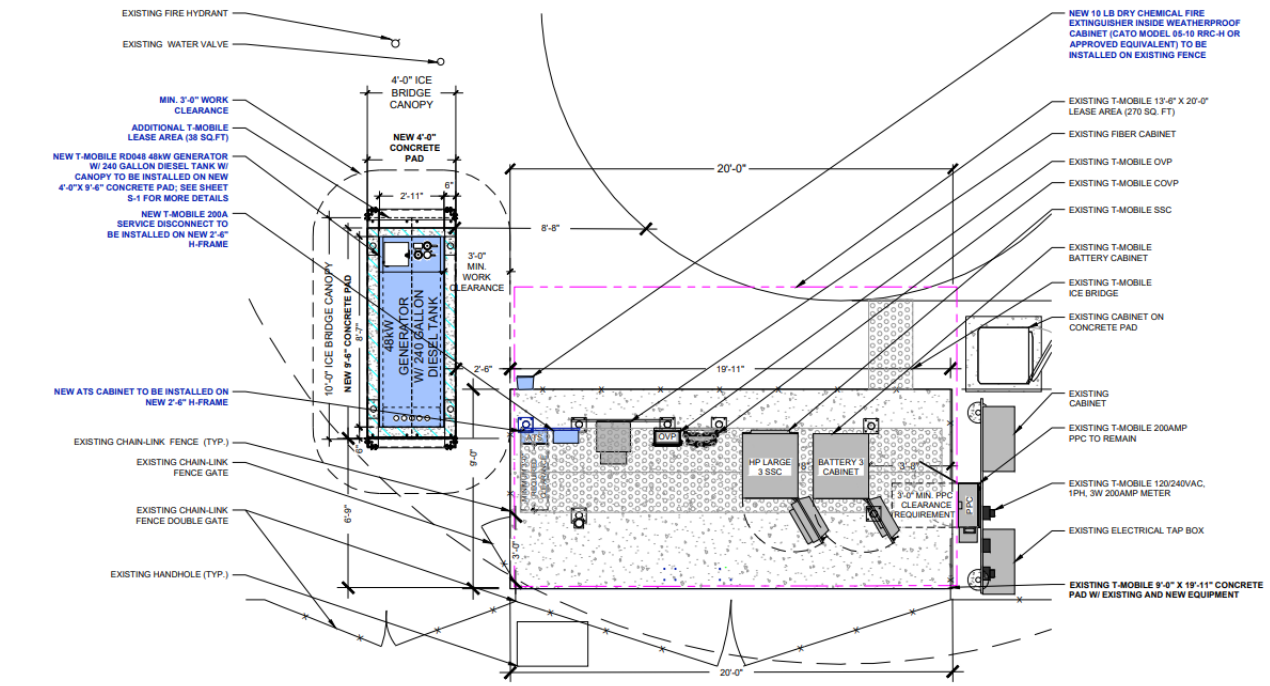
T-Mobile Central LLC, a Delaware limited liability company

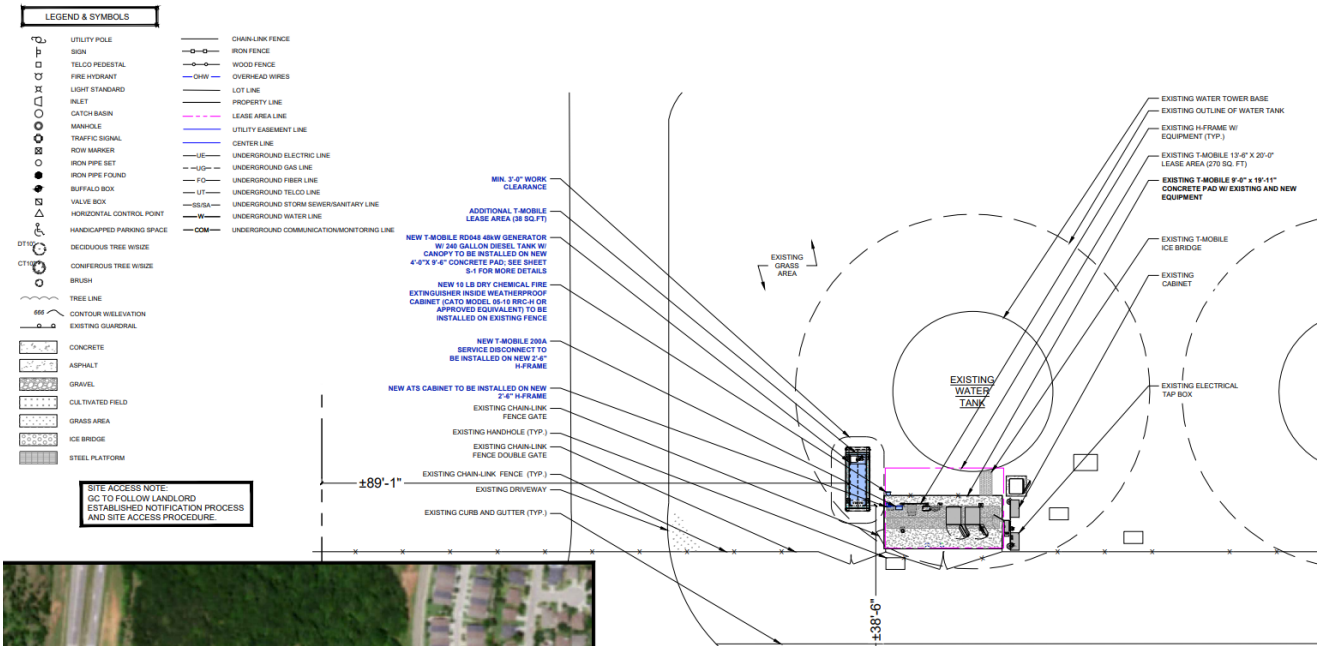
By:_____
Name:_____
Title:_____
Date:_____

Edmond Public Works Authority, a public trust

By:_____
Name: Darrell Davis
Title: Chairman
Date:_____

EXHIBIT B-1





End of Exhibit B-1.

City Council / Public Works Authority **8. B. 1.**

Meeting Date: 02/10/2025

Submitted For: Madeline Sawyer, City Attorney, City Attorney's Office
Email: Madeline.Sawyer@edmondok.gov , Phone: 405-359-4350

Submitted By: Natalie Marshall-Cox, Executive Assistant, City Attorney's Office

Ward: 2

City Council Strategic Plan: N/A

Item

Consideration of Approval of Real Estate Purchase Contract by and Between the Edmond Public Works Authority, the City of Edmond, Janet Tuepker, an Individual, Jinger Harris, an Individual, Jacki Cowan, an Individual, Jerri Caskey, an Individual, and Max Tuepker, an Individual Providing for the Acquisition of Real Property Necessary to the Spring Creek Improvements and Creek Bend Trail Projects; Parcel 7: $1,000,000.00. (Ward 2)

Background

Please note that this item is duplicated under the Edmond Public Works Authority and City Council portions of the agenda as both entities are party to the contract.

The Spring Creek Improvements Project includes multiple projects in the Spring Creek Basin. It includes the Creek Bend Trail Project, Wastewater Master Plan Projects (E4-1, E-2, E4-3, E4-4, E4-5, E5-3A and E6-4A) and future Spring Creek channel improvements. Land which is almost entirely undevelopable floodplain is being purchased along Spring Creek from the lake property at Interstate 35 to Coltrane Road. It is necessary for these projects as well as providing a water quality buffer to Arcadia Lake for drinking water source water protection.

The Creek Bend Trail will connect to the Spring Creek Trail near I-35 and will follow the Spring Creek corridor all the way to Coltrane (see attached trail map). The 1.2 mile long trail is a multipurpose trail for walking as well as biking. The City of Edmond received a Transportation Alternative Project (TAP) grant from the Oklahoma Department of Transportation for the first phase of the Creek Bend Trail, which is nearing completion.

Phase Two of the Creek Bend Trail project requires three parcels which staff have been attempting to acquire for several years. These parcels will be utilized for both the Creek Bend Trail and Wastewater Master Plan components of the Spring Creek Improvements Project.
Phase Two of Creek Bend Trail is under design and once all the three parcels are acquired and the design complete, funds have been budgeted to complete the trail, including a connection on the west side of Coltrane to Chimney Hill Road.

This item requests approval of a Real Estate Purchase Contract, which would acquire one of the three remaining parcels. This particular parcel is commonly known as the Tuepker family property and consists of 39.53 acres at the end of Lilac Lane.

The City has worked with the owner to convey marketable title for this tract and sell it to the City in fee simple for fair market value of $1,000,000.00. Additionally, the City is responsible for legal fees in the amount of $7,000.00 related to a quiet title action (CV-2024-1890) associated with the property.

Closing shall occur on or before March 31, 2025.

Funds verified by Purchasing pending the supplemental approval.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame
Agreement is effective upon approval. Closing shall occur on or before March 31, 2025.

Issue
Additional property is necessary for Spring Creek Improvements Project.

Recommendations
Staff recommends approval.

Action Needed
Motion to approve.

Public Notifications
Posted Agenda.

Fiscal Impact

Amount:	$1,000,000.00
Account:	see below

Additional Information :

$750,000 565352 – 8408 (Wastewater – Sanitary Sewer Construction)
$225,000 340006 – 8626 (2017 CIP – Creek Bend Trail)
$25,000 339001 – 8403 (Real Property – Land Purchases)

Note: City Staff is still exploring the opportunity that this parcel, and others that have been acquired in this area, could be utilized for floodplain protection. If it's determined they can, then staff will take an item to the Stormwater Advisory Board (SWAB) for the Drainage Utility Fund to share in the cost of this and other land acquisitions. After SWAB considers the item, then action by the City Council must occur before Drainage Utility funds are used.

Attachments

Spring Creek Improvements Map
Tuepker Real Estate Contract - Seller Executed

SEC. 32, T-14-N, R-2-W

WILLOWOOD RD

STONEPOINT FIRST OWNERSASSOCIATION, INC.

STONEPOINT DR

INTEGRATED FINANCIAL CORPORATION

SPECTRE HOLDINGS, LLC

UB V, INC.

ARCADIA HILLS, LLC

CITY OF EDMOND

PHASE 1 EAST

PHASE 2

PROPOSED SANITARY SEWER (BY OTHERS)

FOX TAIL DR

FOX RUN TRAIL

FOX POND TRAIL

FOX LAKE INVESTMENTS, LLC

I-35

S. COLTRANE RD

ARCADIA HILLS, LLC

HANCOCK

HULETT

PHASE 1 WEST

ROWE

ROWE

WILSON

WINDING CREEK CIR

FOX HILL TERRACE

GILLMORE RD

CAINS HILL RD

FOX HILL TERRACE

KERRY LN

CIR BEND CT

FOX LAKE LN

SEC. 32, T-14-N, R-2-W

LEGEND

TRAIL (PHASE 1)

TRAIL (PHASE 2)

SANITARY SEWER

LOCATION MAP

PROJECT NO. JP-33267(04) SHEET NO. 0002

CREEK BEND MULTI-PURPOSE TRAIL OKLAHOMA COUNTY

L:\CAD\Projects\226 - Creek Bend Trail\DWG\Phase I\226 - Aerial Map.dwg JMStratham 6/6/2023 4:46 PM

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made and entered into effective as of the ___ day of _____, 2025 (the "Effective Date") by and between the Edmond Public Works Authority, an Oklahoma public trust ("EPWA") and the City of Edmond, Oklahoma, an Oklahoma municipal corporation (the "City") (EPWA and City, collectively, "Buyers"), and Janet Tuepker, an individual, Jerri Caskey, an individual, Jacki Cowan, an individual, Max Tuepker, an individual, and Jinger Harris, an individual, (collectively, "Sellers").

RECITALS

WHEREAS, Sellers now own and desire to sell to Buyers and Buyers desire to acquire from Sellers certain real property more particularly hereinafter described upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Sellers and Buyers do hereby covenant and agree as follows:

1. **PROPERTY.** Upon the terms and conditions set forth in this Contract, Buyers agree to buy from Sellers and Sellers agree to sell to Buyers that certain property consisting of approximately 39.524 acres, located in the Northwest Quarter of Section 32, Township 14 North Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, as further described on Exhibit "A" attached hereto and made apart hereof, subject to survey and verified legal description (the "Land"); surface rights only; together with all of the structures, improvements and fixtures in, on or under the Land (the "Improvements"); together with all of the appurtenances belonging thereto and all of Sellers's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land; subject to existing zoning ordinances, restrictions, easements and rights-of-way. The interest in and to the above-described real property and in and to all other interests thereunto belonging and agreed by the terms of this Contract to be conveyed and sold to Buyers is hereinafter collectively called the "Property."

2. **TERMS.** Buyers shall pay for the Property the sum of One Million and No/100 Dollars ($1,000,000.00), payable at Closing in cash or other certified funds, subject to adjustments, if any, set forth herein. This Contract shall also be subject to the following additional terms:

(a) Buyers will be responsible for legal fees to be paid to Goodwin Lewis in an amount not exceeding $7,000.00 for services associated with Case No: CV-2024-1890, filed in Oklahoma County District Court on July 10, 2024.

(b) Buyers will be responsible for all costs of Closing, except for fees related to the negotiation and completion of this transaction including but not limited to Sellers' attorney fees, if any.

3. **TITLE EVIDENCE.**

(a) Within three (3) days from the Effective Date (as defined below), Sellers shall furnish or cause to be furnished to the Buyers for their review and to the surveyor selected by Buyers, a title insurance commitment (the "Title Commitment") accompanied by legible copies of all documents referenced in such Title Commitment as exceptions to the Sellers' title. The Title Commitment shall be issued by Stewart Title (the "Title Company") by and through Natalie Reid, Natalie.Reid@stewart.com ("Escrow Agent"), committing to issue to Buyers an Owner's Title

Insurance Policy in the amount of the Purchase Price (the "Title Policy") insuring marketable title to the Property in Buyers. The premium for such Policy, including the attorney's fees for examination of the abstract, shall be paid by Buyers. The mechanics and materialmen's liens exception shall be deleted from such Policy.

(b) The parties further agree that an ALTA survey (the "Survey") shall be provided to Buyers by Sellers at Buyers option. The cost of such Survey shall be paid by Buyers. The Survey of the Property shall be prepared by a licensed surveyor, and shall contain such detail and certifications to permit the survey exceptions to be deleted from the Policy. Any encroachment shown on the Survey shall be deemed to be a title defect, unless the Title Company agrees to provide affirmative coverage against loss arising from any final court order or judgment, which denies the right to maintain the existing Improvements on the Land because of such encroachment.

(c) Sellers shall make existing title evidence (base abstract of title or an owner's title insurance policy) available to the Escrow Agent within three (3) days after the Effective Date.

(d) Upon delivery to Buyers of the last of the current Title Commitment for the Title Policy or the Survey, Buyers shall have a reasonable time, not to exceed fourteen (14) days, to examine same and return same to Sellers with a written report specifying any objections or defects in the title or such right to object shall be deemed waived. Sellers shall have fourteen (14) days after receipt of such report to correct such defects and perfect title unless such time is extended in writing by Buyers. If Sellers are unable or unwilling to cure any defects within such period, then unless Buyers waive such defects in writing, this Contract will terminate and neither party shall thereafter have any further rights or obligations hereunder other than those that expressly survive the termination of this Contract..

(e) The title to the Property shall be conveyed to Buyers by General Warranty Deed in recordable form. Upon Closing, the existing abstract of title shall become the property of Buyers.

4. **TAXES, ASSESSMENTS AND PRORATIONS.**

Sellers shall pay all expenses owing to the day of Closing, including, but not limited to, real estate ad valorem taxes, personal property taxes, matured or unmatured special assessments, interest on any indebtedness assumed hereunder, insurance, all utility bills, salaries and any other expenses related to the operation of the Property. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year, and such proration shall be final. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.

5. **CONDITION OF PROPERTY.**

(a) Until the Closing or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon the Sellers. After the Closing or transfer of possession, such risk shall be upon the Buyers.

(b) Unless otherwise agreed upon in writing, Buyers, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition, including fixtures and equipment permanently affixed to the Property and shall acknowledge the same to Sellers in writing at the Closing. **BUYERS ACKNOWLEDGE THAT SELLERS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE USES TO WHICH IT MAY BE PUT OR THE CONDITION OF ANY IMPROVEMENTS. BUYERS**

ACKNOWLEDGE THAT THEY ARE RELYING UPON THEIR OWN INVESTIGATIONS, TESTS AND STUDIES, AND, SUBJECT TO BUYERS' RIGHTS AS PROVIDED IN THIS CONTRACT, BUYERS AGREE TO ACCEPT THE PROPERTY IN ITS "AS-IS, WHERE-IS, WITH ALL FAULTS" CONDITION ON THE CLOSING DATE. NO WARRANTIES are expressed or implied by Sellers or Sellers' agents that shall be deemed to survive the Closing with reference to the condition of the Property or any fixtures or equipment.

(c) Except for the provisions above, the Sellers shall deliver the Property in its present condition, ordinary wear and tear accepted.

6. **CLOSING/POSSESSION.**

(a) Subject to satisfaction of each party's conditions precedent set forth in this Contract, Closing shall occur on or before March 31, 2025.

(b) Sellers's Deliveries. At Closing, Sellers will deliver or cause to be delivered to the Title Company all of the following items:

i. Deed. A warranty deed in favor of EPWA (the "EPWA Deed") for the Property to be conveyed at the Closing in form approved by EPWA;

ii. Evidence of Authority. Evidence reasonably acceptable to the Title Company, authorizing the consummation by Sellers of the sale contemplated hereby and the execution and delivery of the closing documents on behalf of Sellers;

iii. Nonforeign Affidavit. If required by the Title Company, an affidavit in the form prescribed by Treasury Regulation § 1.14452, confirming Sellers is not a foreign person within the purview of 26 U.S.C. §1445 and the regulation issued thereunder; and

iv. Closing Statement. The closing statement prepared by the Title Company to record the payment of costs, prorations and disbursement of receipts to consummate the closing of the transaction contemplated under this Contract (the "Closing Statement").

7. **BUYERS' EXPENSE.** Buyers shall pay at the time of the Closing, IN CASH OR CERTIFIED FUNDS, all of the escrow closing fee, Buyers' recording fees, Oklahoma sales tax (if any), documentary stamps required, Sellers' recording fees (if any) and all other funds required from Buyers set forth in this Contract.

8. **SELLERS' EXPENSE.** Seller shall pay at the time of the Closing, any other expenses contracted solely by Sellers related to the negotiation and completion of this transaction including but not limited to Sellers' attorney fees, if any.

9. **DEFAULT.**

(a) If Buyers wrongfully refuses to close, Sellers may seek all available remedies at law or in equity, to include specific performance. .

(b) If Sellers' title defects cannot be corrected as herein provided, or if Sellers wrongfully refuse to close, Buyers' Earnest Money shall be returned, this Contract shall terminate,

and neither party shall have any further obligation to the hereunder. Buyers may, at Buyers' option, seek specific performance.

(c) In the event any suit is instituted to enforce the terms of this Contract, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, attorney's fees, court costs, expert witness fees, and costs of suit preparation through all trial and appellate levels and post-judgment proceedings.

10. **NOTICES.** Any notice, request, waiver, demand or consent required or permitted to be given hereunder shall be in writing, and delivered personally or by registered or certified mail, addresses to a party at the following addresses:

EPWA: Edmond Public Works Authority
Attn: City Manager
24 East First Street
Edmond, Oklahoma 73034

With a copy to: City of Edmond
Attn: City Attorney
24 E. First Street
Edmond, Oklahoma 73034

With a copy to: Rubenstein & Pitts, PLLC
Attn: Todd McKinnis
1503 E. 19th Street
Edmond, Oklahoma 73013

SELLERS: Janet Tuepker, Jerri Caskey,
Jacki Cowan, Max Tuepker
and Jinger Harris
Attn: Max Tuepker
1322 N. Walker Ave
Oklahoma City, OK 73103

11. **ACCEPTANCE TIME.** The foregoing offer is made subject to acceptance in writing hereon by Sellers, and the return of an executed copy to the undersigned Buyers on or before 5:00 p.m., January 31, 2025.

12. **1031 TAX DEFERRED EXCHANGE.** Sellers may desire to effectuate a Section 1031 tax-deferred exchange of its interest in the herein described Property all in accordance with Section 1031 of the Internal Revenue Code. The parties hereby agree that they will cooperate in effectuating said tax-deferred exchange, and Sellers may use and exchange intermediary to receive the net proceeds of the sale to hold said net proceeds in accordance with separate exchange documents whereby Sellers will exchange its interest in the Property for other property. It is understood and agreed that Buyers will incur no additional cost or obligations by cooperating with Sellers to effectuate a tax-differed exchange.

13. **ASSIGNMENT OF CONTRACT.** Buyers shall be allowed to assign Contract to any existing or newly formed entity of its choosing. Provided, in no case shall Buyers be relieved of any responsibility under this Contract.

14. **WARRANTIES AND REPRESENTATIONS.** As material consideration for the covenants and agreements of Buyers contained herein, Sellers, to the best of their knowledge, represent and warrant to Buyers as follows:

(a) That Sellers own a complete and undivided marketable fee simple record title to all of the Property;

(b) That each person executing this Contract in the capacity of Sellers has all requisite authority to do so and that all requisite actions have been duly taken for executing this Contract in the capacity of Sellers to authorize the execution and full implementation of all the terms of this Contract;

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, pending or threatened against Sellers or the Property, or any portion or portions thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, including, without limitation, any condemnation or eminent domain proceedings;

(d) That no party, signing as Sellers, has received any notice, order or citation of a zoning, safety, health or environmental code or law violation affecting any part of the Property nor does any party signing as Sellers have actual knowledge of any such code or law violation;

(e) That the execution of this Contract and performance of its terms and conditions by Sellers is not prohibited by any agreement, court injunction or decree to which Sellers is a party or by which it is bound;

(f) That no party signing as Sellers has, during its period of ownership or possession of the Property, used, placed or deposited upon, within or under such property or any part thereof any materials or substances that are defined or classified as hazardous or toxic by any statute, law, rule, regulation or order of any governmental body or agency having jurisdiction or responsibility over the Property as to matters relating to the presence, handling, transportation, storage or removal of hazardous or toxic materials or substances nor do any Sellers know of any such hazardous or toxic materials or substances having at any time been utilized or deposited upon any part of the Property by any person or entity whatsoever nor do any Sellers know of the existence on any part of the Property of any such hazardous or toxic materials or substances; and

(g) That no representation or warranty by any Sellers in this Contract or in any other written certificate or document furnished or to be furnished to Buyers pursuant hereto contains or will contain any untrue statement of a material fact or will omit any material fact or statement.

All parties executing this Contract as Sellers specifically represent to Buyers that the above warranties and representations are true and correct as of the date of the execution of this Contract and that each such warranty and representation shall be true and correct at the time of the Closing of this real estate sales transaction and delivery of deed by Sellers to Buyers. Buyers' obligations to acquire the Property shall be conditioned upon such representations remaining true and correct as of the date of the Closing. It is specifically agreed by all parties executing this Contract as Sellers that each of such warranties and representations shall survive the Closing of this sales transaction and the delivery of deed to the Property by Sellers to Buyers as herein provided and shall not be deemed to have merged therewith.

15. **GOVERNING LAW.** This Contract is being executed, delivered and the subject of this Contract is in the City of Edmond, Oklahoma County, Oklahoma. This Contract is to be construed according

to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. All actions with respect to this Contract may be instituted in the courts of the State of Oklahoma or the United States District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

16. **ENTIRE AGREEMENT**. This Contract constitutes the entire agreement between EPWA, City and Sellers relating to the sale under certain terms and conditions as described herein. This Contract supersedes, in all respects, all prior written or oral agreements between the parties relating to the subject matter hereof and there are no agreements, understandings, warranties or representations between SELLERS and BUYERS except as set forth herein.

17. **BINDING EFFECT, COUNTERPARTS AND FACSIMILES.** This Contract, when executed by both Sellers and Buyers, shall be binding upon and inure to the benefit of each of each party executing this Contract in the capacity of Sellers, their respective heirs, legal and personal representatives, successors and assigns, and shall be binding upon and inure to the benefit of the Buyers, their designee, successors and assigns. This Contract sets forth the complete understanding of Sellers and Buyers and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended, modified, or assigned by written agreement signed by both Sellers and Buyers. This Contract may be executed in any number of counterparts when taken together shall be valid, enforceable and binding upon all of the parties. The parties acknowledge and agree that this Contract may be executed by electronic signature, including, but not limited to, by portable document format (.pdf) signatures, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

18. **ATTORNEY'S FEES.** If any party institutes an action or proceeding against the other relating to the provisions of this Contract or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys' fees, disbursements and litigation expenses incurred by the successful party.

19. **BROKERAGE.** Sellers represent and warrant to Buyers that Sellers have not dealt with any broker or any other person entitled to claim a commission in connection with the transaction. Sellers and Buyers agree to indemnify and save each other harmless from any and all broker's fees and/or commissions and from claims made by any other person for any such commission, finder's fees or like compensation, claiming to have dealt with the Sellers, or the Buyers as the case may be, in connection with the transactions contemplated by this Contract. This provision shall survive the Closing.

20. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Contract.

[*Signatures on the following pages.*]

BUYERS:

THE EDMOND PUBLIC WORKS AUTHORITY,
an Oklahoma public trust

By: _____
, Chairman

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, as the Chairman of the Edmond Public Works Authority, an Oklahoma public trust.

_____
Notary Public

[STAMP OR SEAL]

My Commission Expires:
My Commission No.:

CITY OF EDMOND,
an Oklahoma municipal corporation

By: _____
Darrell Davis, Mayor

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, as the Mayor of the City of Edmond, an Oklahoma municipal corporation.

_____
Notary Public

[STAMP OR SEAL]
My Commission Expires:
My Commission No.:

SELLERS:

Janet Tuepker

Janet Tuepker, an individual

STATE OF OK)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 30 day of Jan 2025, 2025, by Janet Tuepker, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Randi Stoll

Notary Public

[STAMP OR SEAL]

RANDI STOLL NOTARY # 18004727 EXP. 05/09/26 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5-9-26
My Commission No.: 18004727

Jerri Caskey

Jerri Caskey, an individual

STATE OF Colorado)
) ss.
COUNTY OF Chaffee)

The foregoing instrument was acknowledged before me this 30th day of January, 2025, by Jerri Caskey, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Jamie Leigh Estrada

Notary Public

[STAMP OR SEAL]

JAMIE LEIGH ESTRADA
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20234013827
MY COMMISSION EXPIRES APR 11, 2027

My Commission Expires:
My Commission No.: April 11, 2027

Jacki Cowan

Jacki Cowan, an individual

JJ

STATE OF OK)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 30 day of Jan 2025, 2025, by Jacki Cowan, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Randi Stoll

Notary Public

[STAMP OR SEAL]

RANDI STOLL NOTARY # 18004727 EXP. 05/09/26 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5.9.26
My Commission No.: 18004727

Max Tuepker

Max Tuepker, an individual

STATE OF OK)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 30 day of Jan 2025, 2025, by Max Tuepker, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Randi Stoll

Notary Public

[STAMP OR SEAL]

RANDI STOLL NOTARY # 18004727 EXP. 05/09/26 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 5.9.26
My Commission No.: 18004727

Jinger Harris, an individual

STATE OF OK)
) ss.
COUNTY OF Logan)

The foregoing instrument was acknowledged before me this 30 day of Jan 2025, 2025, by Jinger Harris, to me known to be the identical persons who executed the within and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

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

RANDI STOLL NOTARY PUBLIC ID 18004727 EXP: 05/06/25 STATE OF OKLAHOMA

Randi Stoll
Notary Public

[STAMP OR SEAL]

My Commission Expires: 5.6.26

My Commission No.: 18004727

EXHIBIT A

Property Legal Description

A tract of land lying in the Northwest Quarter of Section 32, Township 14 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:
Commencing at the Northeast corner of said Northwest Quarter; thence South 00 degrees 05' 23" East along the East line of said Northwest Quarter a distance of 1319.00 feet to the POINT OF BEGINNING; thence continuing South 00 degrees 05' 23" East along said East Line a distance of 1304.94 feet to the Southeast corner of said Northwest Quarter; thence South 89 degrees 42' 37" West along the South line of said Northwest Quarter a distance of 1319.25 feet; thence North 00 degrees 02' 21" West a distance of 1306.95 feet; thence North 89 degrees 47' 51" East a distance of 1318.09 feet to the point of beginning and containing 1,722,100 square feet or 39.5340 acres, more or less,
LESS AND EXCEPT: Commencing at the Northeast corner of said Northwest Quarter; thence South 00 degree 05' 23" East along the East line of said Northwest Quarter a distance of 1319.00 feet; thence South 89 degrees 47' 51" West a distance of 571.44 feet to the POINT OF BEGINNING; thence South 00 degree 12' 09" East a distance of 156.30 feet; thence South 89 degree 47' 51" West a distance of 418.00 feet; thence North 00 degrees 12' 89" West a distance of 156.30 feet; thence North 89 degrees 47' 51" East a distance of 418.00 feet to the point of beginning and containing 65,333 square feet or 1.4998 acres, more or less.
Said parcel, less exception, contains 1,656,767 square feet or 38.0342 acres, more or less.

AND

NW4 SEC 32 14N 2W BEG 1319FT S & 571.44FT W OF NE/C NW4 TH S156.30FT W418FT N156.30FT E418FT TO BEG

Commonly known as 600 LILAC DR EDMOND, OK.

City Council / Public Works Authority **8. B. 2.**

Meeting Date: 02/10/2025

Submitted For: Andy Conyers, Assistant City Manager of Administration, City Manager's Office

Email: Andy.Conyers@edmondok.gov , Phone: 405-359-4500

Submitted By: Andy Conyers, Assistant City Manager of Administration, City Manager's Office

Ward: 2

City Council Strategic Plan: Strategic Initiative 2 – Quality of Life

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Item

Consideration of Approval of a Supplemental Appropriation for a Real Estate Purchase Contract Between Edmond Public Works Authority, the City of Edmond and Janet Tuepker, Jinger Harris, Jacki Cowan, Jerri Caskey and Max Tuepker for the Acquisition of Real Property Necessary for the Spring Creek Interceptor Sewer Improvements and Creek Bend Trail; $25,000.00. (Ward 2)

Background

This is a companion to another item on this agenda and relates to property acquisition necessary for the construction of sewer improvements and a trail. Full background on the project can be found within that item. This item would move money from reserves in the Real Property Fund in order for it to contribute to the funding for this property acquisition. Moving this $25,000 from reserves would leave a balance of less than $3,000 within the Real Property Fund.

Time Frame

If approved the funds would move immediately.

Issue

Moving money from reserves to contribute to the funding of property acquisition necessary for the construction of a sewer improvement and trail.

Recommendations

Staff recommends approval.

Action Needed

Motion to approve.

Public Notification

Posted agenda.

Fiscal Impact

Amount: $25,000.00

Account: 339001 - Real Property Fund

Additional Information:

From: Real Property Reserves (339xxx)
To: Real Property - Land Purchases (339001 - 8403)

City Council / Public Works Authority **8. B. 3.**

Meeting Date: 02/10/2025

Submitted For: Madeline Sawyer, City Attorney, City Attorney's Office
Email: Madeline.Sawyer@edmondok.gov , Phone: 405-359-4350

Submitted By: Natalie Marshall-Cox, Executive Assistant, City Attorney's Office

Ward: 2

City Council Strategic Plan: N/A

Item

Consideration of Approval of Real Estate Purchase Contract by and Between the Edmond Public Works Authority, the City of Edmond, and Stonepoint First Owner's Association, Inc. Providing for the Acquisition of Real Property Necessary to the Spring Creek Improvements and Creek Bend Trail Projects; Parcel 6: $5,000.00. (Ward 2)

Background

Please note that this item is duplicated under the Edmond Public Works Authority and City Council portions of the agenda as both entities are party to the contract.

The Spring Creek Improvements Project includes multiple projects in the Spring Creek Basin. It includes the Creek Bend Trail Project, Wastewater Master Plan Projects (E4-1, E-2, E4-3, E4-4, E4-5, E5-3A and E6-4A) and future Spring Creek channel improvements. Land which is almost entirely undevelopable floodplain is being purchased along Spring Creek from the lake property at Interstate 35 to Coltrane Road. It is necessary for these projects as well as providing a water quality buffer to Arcadia Lake for drinking water source water protection.

The Creek Bend Trail will connect to the Spring Creek Trail near I-35 and will follow the Spring Creek corridor all the way to Coltrane (see attached trail map). The 1.2 mile long trail is a multi-purpose trail for walking as well as biking. The City of Edmond received a Transportation Alternative Project (TAP) grant from the Oklahoma Department of Transportation for the first phase of the Creek Bend Trail, which is nearing completion.

Phase Two of the Creek Bend Trail project requires three parcels which staff have been attempting to acquire for several years. These parcels will be utilized for both the Creek Bend Trail and Wastewater Master Plan components of the Spring Creek Improvements Project.
Phase Two of Creek Bend Trail is under design and once all the three parcels are acquired and the design complete, funds have been budgeted to complete the trail, including a connection on the west side of Coltrane to Chimney Hill Road.

This item requests approval of a Real Estate Purchase Contract, which would acquire one of the three remaining parcels. This particular parcel is owned by the Stonepoint First Owner's Association, Inc. and consists of 2.96 acres South of Stonepoint Drive.

The owner has agreed to sell this property to the City for $5,000.00. Additionally, the City has agreed to waive an outstanding fine in the amount of approximately $2,000. This fine is due to costs incurred by the City for abatement of tall grass and weeds on the property.

Funds verified by Purchasing.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame
Agreement is effective upon approval. Closing will occur as soon as practicable after approval of the Real Estate Purchase Agreement.

Issue
Additional property is necessary for the Spring Creek Improvements Project.

Recommendations
Staff recommends approval.

Action Needed
Motion to approve.

Public Notifications
Posted Agenda.

Fiscal Impact

Amount:	$5,000.00
Account:	see below

Additional Information :

$2,500	340006 – 8626 (2017 CIP – Creek Bend Trail)
$2,500	565352 – 8408 (Wastewater – Sanitary Sewer Construction)

Attachments

Stonepoint/ City of Edmond Purchase Agreement
Spring Creek Improvements Map

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (the "Contract") is made and entered into effective as of the 2nd day of January, 2024 (the "Effective Date") by and between the Edmond Public Works Authority, an Oklahoma public trust ("EPWA") and The City of Edmond, Oklahoma, an Oklahoma municipal corporation (the "City") (EPWA and City, collectively, "Buyers"), and STONEPOINT FIRST OWNERS' ASSOCIATION, INC., an Oklahoma corporation (the "Seller").

RECITALS

WHEREAS, Seller now owns and desires to sell to Buyer and Buyer desires to acquire from Seller certain real property more particularly hereinafter described upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Seller and Buyer do hereby covenant and agree as follows:

1. **PROPERTY.** Upon the terms and conditions set forth in this Contract, Buyer agrees to buy from Seller and Seller agrees to sell to Buyer that certain property and abutting Creek Bend Trail consisting of approximately 3.07 acres, located in Stonepoint First Addition, Edmond, Oklahoma County, Oklahoma, as further described on Exhibit "A" attached hereto and made apart hereof, subject to survey and verified legal description (the "Land"); surface rights only; together with all of the structures, improvements and fixtures in, on or under the Land (the "Improvements"); together with all of the appurtenances belonging thereto and all of Seller's right, title and interest in and to all streets, alleys and other public ways adjacent to the Land; subject to existing zoning ordinances, restrictions, easements and rights-of-way. The interest in and to the above-described real property and in and to all other interests thereunto belonging and agreed by the terms of this Contract to be conveyed and sold to Buyer is hereinafter collectively called the "Property."

2. **TERMS.** Buyer shall pay for the Property the sum of Five Thousand and No/100 Dollars ($5,000.00), payable as follows:

(a) The sum of $ 1,000.00 (check) as Earnest Money delivered to the Seller upon execution of this Contract, to be applied to the Purchase Price at the time of the Closing. The Title Company shall be Stewart Title, 30 E. Campbell St. Ste 100, Edmond, OK 73034, Attn: Natalie Reid, or such other title company chosen by the Buyer (the "Escrow Agent");

(b) The remainder of the Purchase Price shall be paid by Buyer to Seller at Closing in cash or other certified funds, subject to adjustments, if any, set forth herein.

(c) This Contract shall also be subject to the following additional terms:

i) The Buyer shall, at its sole expense, mark and maintain the curved part of the road along the Property as a "NO PARKING" zone with a painted curb and a "No Parking" sign.
ii) The Buyer shall pay or waive an existing fine from the City of Edmond for tall grass or weeds on the Property ("Citation #2023-100320"). The original amount incurred by Seller was $1,900.00 and the outstanding amount owed by Seller as of the date of execution of this Contract is $_____.
iii) The Buyer acknowledges the importance of the peacocks to the Seller's neighborhood and in an effort to help preserve the wildlife in the area, the

City will use reasonable efforts to protect the habitat for wildlife within the development of the Creek Bend Trail.

3. **TITLE EVIDENCE.**

(a) Within three (3) days from the Effective Date (as defined below), Seller shall furnish or cause to be furnished to the Buyer for its review and to the surveyor selected by Buyer, a title insurance report (the "Title Report") accompanied by legible copies of any documents referenced in such Title Report. The Title Report shall be issued by Stewart Title (the "Title Company") by and through the Escrow Agent.

(b) The parties further agree that an ALTA survey (the "Survey") may be provided at the request of Buyer. The cost of such Survey shall be paid by Buyer. The Survey of the Property shall be prepared by a licensed surveyor, and shall contain such detail and certifications to permit the survey exceptions to be deleted from the Policy. Any encroachment shown on the Survey shall be deemed to be a title defect, unless the Title Company agrees to provide affirmative coverage against loss arising from any final court order or judgment, which denies the right to maintain the existing Improvements on the Land because of such encroachment.

(c) Seller shall make existing title evidence (existing ALTA survey, base abstract of title or an owner's title insurance policy) available to the Escrow Agent within three (3) days after the Effective Date.

(d) Upon delivery to Buyer of the last of the current Title Report or the Survey, Buyer shall have a reasonable time, not to exceed fourteen (14) days, to examine same and return same to Seller with a written report specifying any objections or defects in the title or such right to object shall be deemed waived. Seller shall have fourteen (14) days after receipt of such report to correct such defects and perfect title unless such time is extended in writing by Buyer. If Seller is unable or unwilling to cure any defects within such period, then unless Buyer waives such defects in writing, this Contract will terminate and the Earnest Money shall be refunded to Buyer less costs, which Buyer has agreed to pay.

(e) The title to the Property shall be conveyed to Buyer by General Warranty Deed in recordable form. Upon Closing, the existing abstract of title shall become the property of Buyer.

4. **TAXES, ASSESSMENTS AND PRORATIONS.**

Seller shall pay all expenses owing to the day of Closing, including, but not limited to personal property taxes, matured or unmatured special assessments, interest on any existing indebtedness but not including accrued interest related to Citation #2023-100320, insurance, all utility bills, salaries and any other expenses related to the operation of the Property. Notwithstanding the foregoing, Seller shall not be responsible for payment of the outstanding ad valorem taxes related to the 2025 tax year or any amounts owed, including interest related to Citation #2023-100320. If the amount of taxes cannot be ascertained, such proration shall be on the basis of the taxes paid for the preceding year, and such proration shall be final. All other expenses shall be prorated on the basis of thirty days to the month on the basis of such expense paid for the previous month.

5. **CONDITION OF PROPERTY.**

Unless otherwise agreed upon in writing, Buyer, by the Closing or taking possession of the Property, shall be deemed to have accepted the Property in its then existing condition, including fixtures and equipment permanently affixed to the Property and shall acknowledge the same to Seller

in writing at the Closing. **BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE USES TO WHICH IT MAY BE PUT OR THE CONDITION OF ANY IMPROVEMENTS. BUYER ACKNOWLEDGES THAT IT IS RELYING UPON ITS OWN INVESTIGATIONS, TESTS AND STUDIES, AND, SUBJECT TO BUYER'S RIGHTS AS PROVIDED IN THIS CONTRACT, BUYER AGREES TO ACCEPT THE PROPERTY IN ITS "AS-IS, WHERE-IS, WITH ALL FAULTS" CONDITION ON THE CLOSING DATE. NO WARRANTIES** are expressed or implied by Seller or Seller's agents that shall be deemed to survive the Closing with reference to the condition of the Property or any fixtures or equipment.

6. **CLOSING/POSSESSION.**

(a) Subject to satisfaction of each party's conditions precedent set forth in this Contract, Closing shall occur on or before December 31, 2024.

(b) Seller's Deliveries. At Closing, Seller will deliver or cause to be delivered to the Title Company all of the following items:

i. Deed. A warranty deed in favor of EPWA (the "EPWA Deed") for the Property to be conveyed at the Closing in form approved by EPWA;

ii. Evidence of Authority. Evidence reasonably acceptable to the Title Company, authorizing the consummation by Seller of the sale contemplated hereby and the execution and delivery of the closing documents on behalf of Seller;

iii. Nonforeign Affidavit. If required by the Title Company, an affidavit in the form prescribed by Treasury Regulation § 1.14452, confirming Seller is not a foreign person within the purview of 26 U.S.C. §1445 and the regulation issued thereunder; and

iv. Closing Statement. The closing statement prepared by the Title Company to record the payment of costs, prorations and disbursement of receipts to consummate the closing of the transaction contemplated under this Contract (the "Closing Statement").

7. **BUYER'S EXPENSE.** Buyer shall pay at the time of the Closing, IN CASH OR CERTIFIED FUNDS, all of the escrow closing fee, Buyer's recording fees, Oklahoma sales tax (if any), documentary stamps required, Seller's recording fees (if any), Seller's outstanding ad valorem taxes for the current year and all other funds required from Buyer set forth in this Contract.

8. **SELLER'S EXPENSE.** Seller shall pay at the time of the Closing, any other expenses contracted solely by the Seller related to the negotiation and completion of this transaction including but not limited to attorney fees and fees related to Rebecca Fincher or the Community Firm.

9. **DEFAULT.**

(a) If Buyer wrongfully refuses to close, Seller and Buyer agree that since it is impracticable and extremely difficult to fix the actual damages sustained, the Earnest Money shall be forfeited as liquidated damages to Seller, which shall be Seller's sole and exclusive remedy, this Contract shall terminate, and neither party shall have any further obligation to the other hereunder.

(b) If Seller's title defects cannot be corrected as herein provided, or if Seller wrongfully refuses to close, Buyer's Earnest Money shall be returned, this Contract shall terminate,

and neither party shall have any further obligation to the hereunder. Buyer may, at Buyer's option, seek specific performance.

(c) In the event any suit is instituted to enforce the terms of this Contract, the prevailing party shall have the right to recover all of such party's expenses and costs incurred by reason of such litigation including, but not limited to, attorney's fees, court costs, expert witness fees, and costs of suit preparation through all trial and appellate levels and post-judgment proceedings.

10. **NOTICES**. Any notice, request, waiver, demand or consent required or permitted to be given hereunder shall be in writing, and delivered personally or by registered or certified mail, addresses to a party at the following addresses:

EPWA: Edmond Public Works Authority
Attn: City Manager
24 East First Street
Edmond, Oklahoma 73034

With a copy to: City of Edmond
Attn: City Attorney
24 E. First Street
Edmond, Oklahoma 73034

With a copy to: Rubenstein & Pitts, PLLC
Attn: Todd McKinnis
1503 E. 19th Street
Edmond, Oklahoma 73013

SELLER: Stonepoint First Owner's Association
Attn: Christian Gutteridge
2000 East 15th Street, Suite 150B
Edmond, OK 73013

With a copy to: The Community Firm
Attn: Rebecca Fincher
2000 East 15th Street, Suite 150B
Edmond, OK 73013

11. **ACCEPTANCE TIME.** The foregoing offer is made subject to acceptance in writing hereon by Seller, and the return of an executed copy to the undersigned Buyer on or before 5:00 p.m., November 27, 2024.

12. **ASSIGNMENT OF CONTRACT.** Buyer shall be allowed to assign Contract to any existing or newly formed entity of its choosing. Provided, in no case shall Buyer be relieved of any responsibility under this Contract.

13. **WARRANTIES AND REPRESENTATIONS.** As material consideration for the covenants and agreements of Buyer contained herein, Seller, to the best of its knowledge, represents and warrants to EPWA as follows:

(a) That Seller owns a complete and undivided marketable fee simple record title to all of the Property;

(b) That each person executing this Contract in the capacity of Seller has all requisite authority to do so and that all requisite actions have been duly taken for executing this Contract in the capacity of Seller to authorize the execution and full implementation of all the terms of this Contract;

(c) That there are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, pending or threatened against Seller or the Property, or any portion or portions thereof, or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality, including, without limitation, any condemnation or eminent domain proceedings;

(d) That no party signing as Seller has received any notice, order or citation of a zoning, safety, health or environmental code or law violation affecting any part of the Property nor does any party signing as Seller have actual knowledge of any such code or law violation;

(e) That the execution of this Contract and performance of its terms and conditions by Seller is not prohibited by any agreement, court injunction or decree to which Seller is a party or by which it is bound; and

(f) That no representation or warranty by any Seller in this Contract or in any other written certificate or document furnished or to be furnished to Buyer pursuant hereto contains or will contain any untrue statement of a material fact or will omit any material fact or statement.

15. **GOVERNING LAW**. This Contract is being executed, delivered and the subject of this Contract is in the City of Edmond, Oklahoma County, Oklahoma. This Contract is to be construed according to the laws of the State of Oklahoma applicable to contracts to be performed entirely within the State of Oklahoma by parties who are residents of the State of Oklahoma. All actions with respect to this Contract may be instituted in the courts of the State of Oklahoma or the United States District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such court; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

16. **ENTIRE AGREEMENT**. This Contract constitutes the entire agreement between EPWA and Seller relating to the sale under certain terms and conditions as described herein. This Contract supersedes, in all respects, all prior written or oral agreements between the parties relating to the subject matter hereof and there are no agreements, understandings, warranties or representations between SELLER and EPWA except as set forth herein.

17. **BINDING EFFECT, COUNTERPARTS AND FACSIMILES.** This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of each of each party executing this Contract in the capacity of Seller, their respective heirs, legal and personal representatives, successors and assigns, and shall be binding upon and inure to the benefit of the Buyer, its designee, successors and assigns. This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents. This Contract can only be amended, modified, or assigned by written agreement signed by both Seller and Buyer. This Contract may be executed in any number of counterparts when taken together shall be valid, enforceable and binding upon all of the parties. The parties acknowledge and agree that this Contract may be executed by electronic signature, including, but not limited to, by portable document format (.pdf) signatures, which shall

be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

18. **ATTORNEY'S FEES.** If any party institutes an action or proceeding against the other relating to the provisions of this Contract or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys' fees, disbursements and litigation expenses incurred by the successful party.

19. **BROKERAGE.** Seller represents and warrants to Buyer that Seller has not dealt with any broker or any other person entitled to claim a commission in connection with the transaction. Seller and Buyer agree to indemnify and save each other harmless from any and all broker's fees and/or commissions and from claims made by any other person for any such commission, finder's fees or like compensation, claiming to have dealt with the Seller, or the Buyer as the case may be, in connection with the transactions contemplated by this Contract. This provision shall survive the Closing.

20. **TIME IS OF THE ESSENCE.** The parties hereto agree that time is of the essence of this Contract.

[Signatures on following page.]

IN WITNESS WHEREOF, EPWA has executed this Contract as of the Effective Date.

BUYER:

THE EDMOND PUBLIC WORKS AUTHORITY,
an Oklahoma public trust

By:_____
Darrell A. Davis, Chairman

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of November, 2024, by _____, as the Chairman of the Edmond Public Works Authority, an Oklahoma public trust.

_____
Notary Public

[STAMP OR SEAL]

My Commission Expires:
My Commission No.:

IN WITNESS WHEREOF, CITY has executed this Contract as of the Effective Date.

THE CITY OF EDMOND, OKLAHOMA,
an Oklahoma municipal corporation

By:_____
Darrell A. Davis, Mayor

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this ___ day of November, 2024, by _____, as the Chairman of the Edmond Public Works Authority, an Oklahoma public trust.

_____
Notary Public

[STAMP OR SEAL]

My Commission Expires:
My Commission No.:

IN WITNESS WHEREOF, SELLER has executed this Contract as of the Effective Date.

SELLER: STONEPOINT FIRST OWNERS' ASSOCIATION, INC.

By: _____
Christian Gutteridge, Board of Directors

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 2nd day of ~~November~~ January, 2025, by Christian Gutteridge as member of the Board of Directors of STONEPOINT FIRST OWNERS' ASSOCIATION, INC.

_____
Notary Public

[STAMP OR SEAL]

My Commission Expires:

My Commission No.:

RENEE MICHELLE CURTIS
Notary Public, State of Oklahoma
Commission #23005802
My Commission Expires April 26, 2027

EXHIBIT A

Property Legal Description

All of Block Four (4), STONEPOINT 1st ADDITION, an addition to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

SEC. 32, T-14-N, R-2-W

WILLOWOOD RD

STONEPOINT FIRST OWNERSASSOCIATION, INC.

STONEPOINT DR

INTEGRATED FINANCIAL CORPORATION

SPECTRE HOLDINGS, LLC

UB V, INC.

ARCADIA HILLS, LLC

CITY OF EDMOND

PHASE 1 EAST

PHASE 2

PROPOSED SANITARY SEWER (BY OTHERS)

FOX TAIL DR

FOX RUN TRAIL

FOX POND TRAIL

FOX LAKE INVESTMENTS, LLC

I-35

S. COLTRANE RD

ARCADIA HILLS, LLC

HANCOCK

HULETT

PHASE 1 WEST

ROWE

ROWE

WILSON

WINDING CREEK CIR

FOX HILL TERRACE

GILLMORE RD

CAINS HILL RD

FOX HILL TERRACE

KERRY LN

CIR BEND CT

FOX LAKE LN

SEC. 32, T-14-N, R-2-W

LEGEND

TRAIL (PHASE 1)

TRAIL (PHASE 2)

SANITARY SEWER

LOCATION MAP

PROJECT NO. JP-33267(04) SHEET NO. 0002

CREEK BEND MULTI-PURPOSE TRAIL OKLAHOMA COUNTY

L:\CAD\Projects\226 - Creek Bend Trail\DWG\Phase I\226 - Aerial Map.dwg JMStratham 6/6/2023 4:46 PM

City Council / Public Works Authority **9. A.**

Meeting Date: 02/10/2025

Submitted For: Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Mary Ann Blakely, Administrative Technician, Planning

Ward: 4

City Council Strategic Plan: N/A

Item

Case No. Z24-00018; Public Hearing and Consideration of Ordinance No. ___ Rezoning from "D-0" Suburban Office to "PUD Z24-00018" Planned Unit Development for Kind Enterprises, LLC, Located on East Side of Santa Fe Avenue, North of Mill Valley Boulevard. (Kind Enterprises, LLC; Ward 4)

Background

The applicant is requesting to rezone the property located on the east side of Santa Fe Avenue, north of Mill Valley Boulevard from "D-0" Suburban Office to "PUD Z24-00018". The PUD design statement will allow for the development of two residential style assisted living facilities. Each building will allow for up to sixteen (16) units, have a maximum height of thirty-five (35) feet, and have outdoor common area usage for residents. The east and north boundaries will have a six-foot site proof fence. The applicant will work with Mill Valley HOA to secure a median cut to allow improved access from Mill Valley Boulevard. If this cannot be accomplished, the applicant will work with City Staff at the time of the site plan to ensure the safest option of access onto Santa Fe Avenue.

Planning Department:

Property zoning – The property is currently zoned "D-0" Suburban Office. The applicant is requesting to rezone to "PUD Z24-00018" Planned Unit Development.

Lot size –The lot is approximately three (3) acres.

Setback requirements –The PUD setback requirements will be forty-five (45) feet on the north, south, and west boundaries and seventy (70) feet on the east boundary. There are no proposed setbacks between the structures, other than what is required for Building and Fire Code.

Surrounding uses and zoning – The property to the north is currently zoned "A" Single Family Dwelling District and developed as the Chisholm Lake subdivision; the property to the east is zoned "A" Single Family Dwelling District and developed as the Mill Creek addition; the property to the south is zoned "D-3" Office Commercial and is currently undeveloped; and the property to the west across Santa Fe Avenue is zoned "C-1 PUD" Low Density Multiple Family Planned Unit Development and developed as the Deerfield addition.

Edmond Plan 2018 – The Edmond Plan 2018 designates the property as Suburban 1 (S1) Neighborhood. The PUD zoning category is shown in yellow as that it may be an acceptable use for this site. With the slight increase in density for this parcel helps buffer and transition the existing single family to the arterial road, meeting the intent of the plan.

Utilities –Public utilities are available to the site.

Landscaping/Urban Forestry:

Anticipated impact to tree canopy cover, forested areas, and areas of the Cross Timbers ecosystem– Forested areas cover most of the site, including a forested buffer located along the entire east and north property lines. The southwestern quadrant of the property is maintained as mowed lawn. Tree canopy is likely to decrease with the proposed use. However, trees will be required when complying with Title 22 Site Landscaping standards on a future Site Plan application.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

If approved, the ordinance will go into effect 30 days from the date of the City Council meeting.

Issue

Approval of the requested zoning map amendment will change the zoning district for the property as described.

Recommendations

The Edmond Planning Commission heard this item on February 4, 2025 and unanimously recommended approval. Staff recommends approval of the application for Z24-00018. Staff recommendations are based on a technical evaluation of the information provided at the time of review. Staff recommendations are advisory only and do not constitute Planning Commission or City Council decisions.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. Notices of the proposed item as well as the date, time, and location of the Planning Commission meeting and the City Council meeting were mailed to surrounding property owners within a minimum of 300 feet of the subject property as well as posted on the subject property. The title of the proposed ordinance, rezoning the property, was also published in the Oklahoman.

Attachments

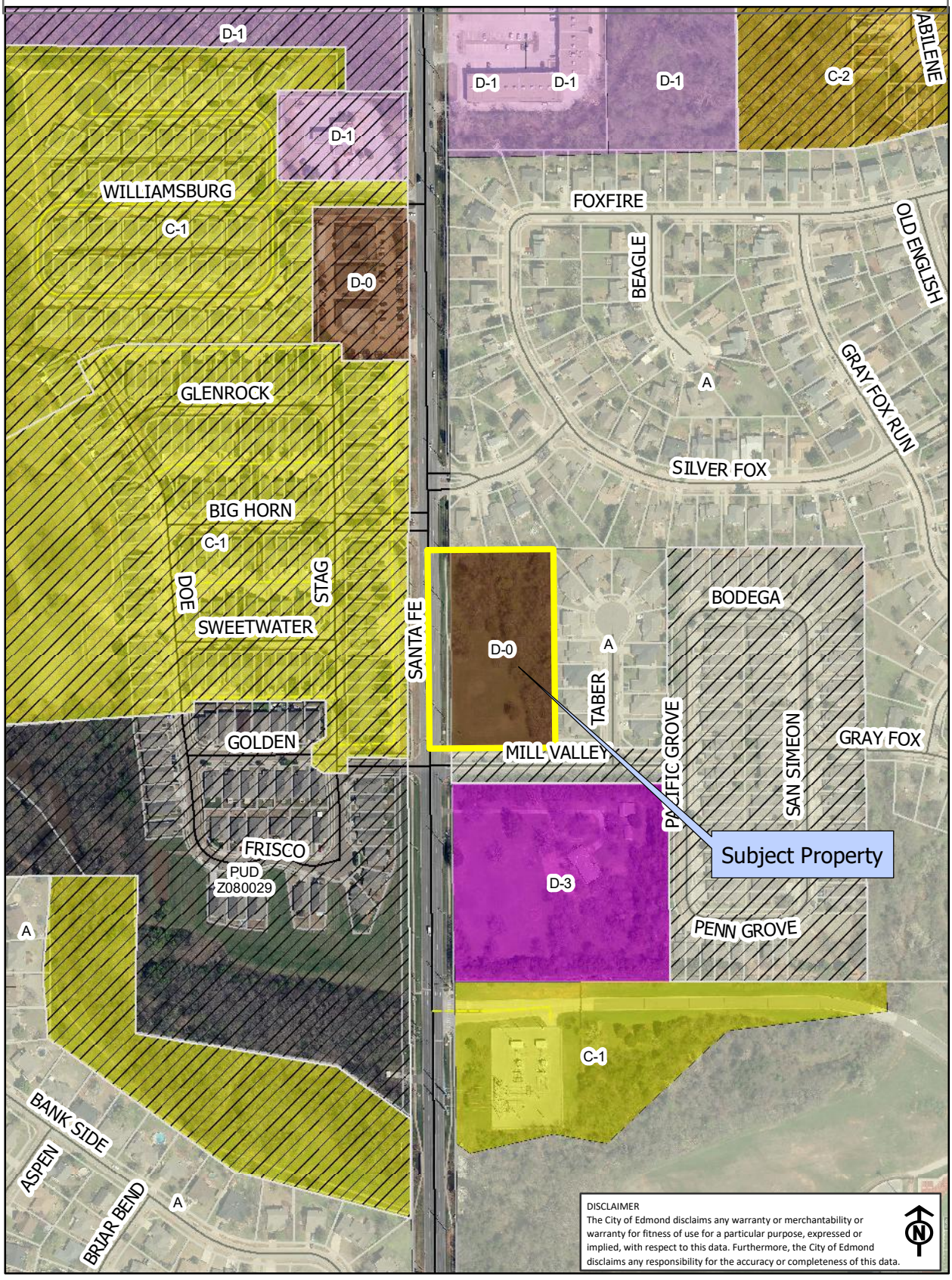
Z24-00018A

Z24-00018ORD

Location Map
Kind Enterprises PUD
Z24-00018



Current Zoning
Kind Enterprises PUD
Z24-00018



PLANNED UNIT DEVELOPMENT
DESIGN STATEMENT

KIND ENTERPRISES PUD

Edmond, Oklahoma

Developer: **Kind Enterprises, LLC**
2501 NE 23 St. Suite A145
Oklahoma City, Oklahoma 73111

Owner: **Mercy Hospital Oklahoma City, Inc.**
15470 S. Outer Forty Rd
Chesterfield, Missouri 63017

Prepared By: **Todd McKinnis, Attorney**
Rubenstein & Pitts, PLLC
1503 E. 19th St.
Edmond, Oklahoma 73013

January 28, 2025

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KIND ENTERPRISES PUD

INTRODUCTION:

1. The Title of the Planned Unit Development:

   KIND ENTERPRISES PUD

2. Developer/Owner:

   Kind Enterprises, LLC
   2501 NE 23 St. Suite A145
   Oklahoma City, Oklahoma 73111

   Mercy Hospital Oklahoma City, Inc.
   15470 S. Outer Forty Rd
   Chesterfield, Missouri 63017

3. General Location of the Planned Unit Development Project:
   Approximately three (3) acres located on the northeast corner of N. Santa Fe Avenue and Mill Valley Boulevard in the City of Edmond, Oklahoma County, Oklahoma, as further identified on Exhibit "A" (the "Property").

4. Current Zoning:

   D-O Suburban Office

5. Edmond Plan Designation:

   Suburban 1 (S1) Neighborhood

6. A Brief Description of the Planned Unit Development Concept:

   Development of two residential style buildings/homes each containing sixteen (16) assisted living sleeping units. The homes will provide medication management, memory care, housekeeping, dining and assistance with personal care. Tenancy is based on residents' needs with Activities of Daily Living (ADLs) and may be monthly or longer. These assisted living homes will prepare residents' meals in a common kitchen and have a central dining area. An outdoor common area will be utilized for daily walks and recreation.

7. Uses: The entirety of the Property will be used for residential group living.

8. Design Regulations:

   Except as set forth herein, the Project will be constructed in accordance with City of Edmond regulations in place at the time of development.

   Setbacks – The setbacks for the Project will be no less than the following:
   North boundary: forty-five feet (45')
   South boundary: forty-five feet (45')
   East boundary: seventy feet (70')
   West boundary: forty-five feet (45)

Building Height – There will be no minimum height requirements for this PUD. The maximum height for the Project will be thirty-five (35) feet.

9. Tract Information and surrounding property:

The Property consists of approximately three (3) acres more or less, and the entire tract shall be used for two single story senior housing and memory care facilities.

North: "A" zoning and used for single family dwellings.
East: "A" zoning and used for single family dwellings.
South: "D-3" zoning and used for residential development.
West: "C-1" zoning and used for low density multi-family housing.

10. Utility Services:

The Property has access to water, electric and sanitary sewer provided by the City of Edmond and Edmond Electric.

11. Special Conditions:

Except as specifically set forth herein, the Project will meet City requirements in effect at the time of acceptance by City Council.

a. Façade Regulation. The Project shall comply with current City of Edmond ordinances without variance.

b. Landscaping Regulation. The Project shall comply with current City of Edmond ordinances without variance.

c. Lighting Regulations. The Project shall comply with current City of Edmond ordinances without variance.

d. Screening Regulations. Screening will be required for refuse facilities. Additionally, the north and east boundaries of the Property will be screened by a six foot (6') tall site proof security fence.

e. Sensitive Border Standards. Along the north boundary of the Project there will be no less than a forty-five (45') foot setback and a six foot (6') sight proof fence. Along the east boundary of the Project there will be no less than a seventy (70') foot setback and a six foot (6') sight proof fence. Healthy trees along the east boundary may be maintained for additional screening. No other sensitive borders will be required within the Project.

f. Street and Access Regulations. The Project will have one or two access drives to be determined by review of City staff upon application for site plan approval. Access Option "A" as shown on Exhibit "B", will allow one entrance on Mill Valley Boulevard, which provides a minimum 150' separation from the centerline of N. Santa Fe. Developer will work with Mill Valley HOA to obtain their agreement for a median cut to facilitate sufficient access for fire and sanitation services from the Mill Valley access drive. Access Option

"B" as shown on Exhibit "B", if approved upon site plan application, will allow one entrance on N. Santa Fe, which will provide a minimum 325' separation from either the centerline of Mill Valley Boulevard or the center line of Big Horn, to be determined by recommendations of City staff. Site Distance (Stopping Distance) allowable values, for the proposed N. Santa Fe entry drive have been provided and the proposed location, as shown on Exhibit "B" meets or exceeds, AASHTO ("Green Book") allowable values, for the 40-mph signed N. Santa Fe Street speed limit. The Right of Way requirement on N. Santa Fe shall be seventy feet (70').

g. Parking Regulations. The Project shall comply with the City of Edmond ordinances.

h. Sidewalk Regulations. The Project shall comply with City of Edmond ordinances without variance.

i. Signage Regulations. The PUD shall allow one monument sign visible from N. Santa Fe with a maximum height of six feet (6'). The maximum area of the sign shall be forty-two (42) square feet per side.

j. Open Space/ Recreation Areas. The Project shall leverage open space to create a more enjoyable and environmentally friendly development and shall comply with City of Edmond ordinances without variance.

k. Project Scheduling and Elements of Each Phase. It is anticipated that the Project will be constructed in such phase or phases to respond to market conditions and development opportunities.

l. Platting Requirements. The Property is not currently platted, and the Developer shall comply with all City of Edmond platting requirements.

Respectfully submitted,

Todd A. McKinnis
Attorney for Kind Enterprises, LLC

EXHIBIT A

Legal Description

A. parcel or tract of land being a part of the Northwest Quarter (NW /4) of Section Thirty Four (34), Township Fourteen (14) North, Range Three (3) West, of the Indian Meridian, Oklahoma City, Oklahoma, and more particularly described as follows:

Commencing at the Southwest Corner of said Northwest Quarter (NW /4) of Section Thirty Four (34); thence North 00°12'27" West, along the West line of said Northwest Quarter (NW/4) a distance of 539.00 feet to the Point of Beginning; thence continuing North 00°12'27" West along the West line a distance of 458.00 feet; thence North 89°50'19" East a distance of 290.00 feet; thence South 00°12'27" East and parallel to the West line a distance of 458.00 feet; thence South 89°50'19" West a distance of 290.00 feet, to the Point or Place of Beginning, containing 3.04 acres more or less.

EXHIBIT "B"

General Circulation and Land Use Plan

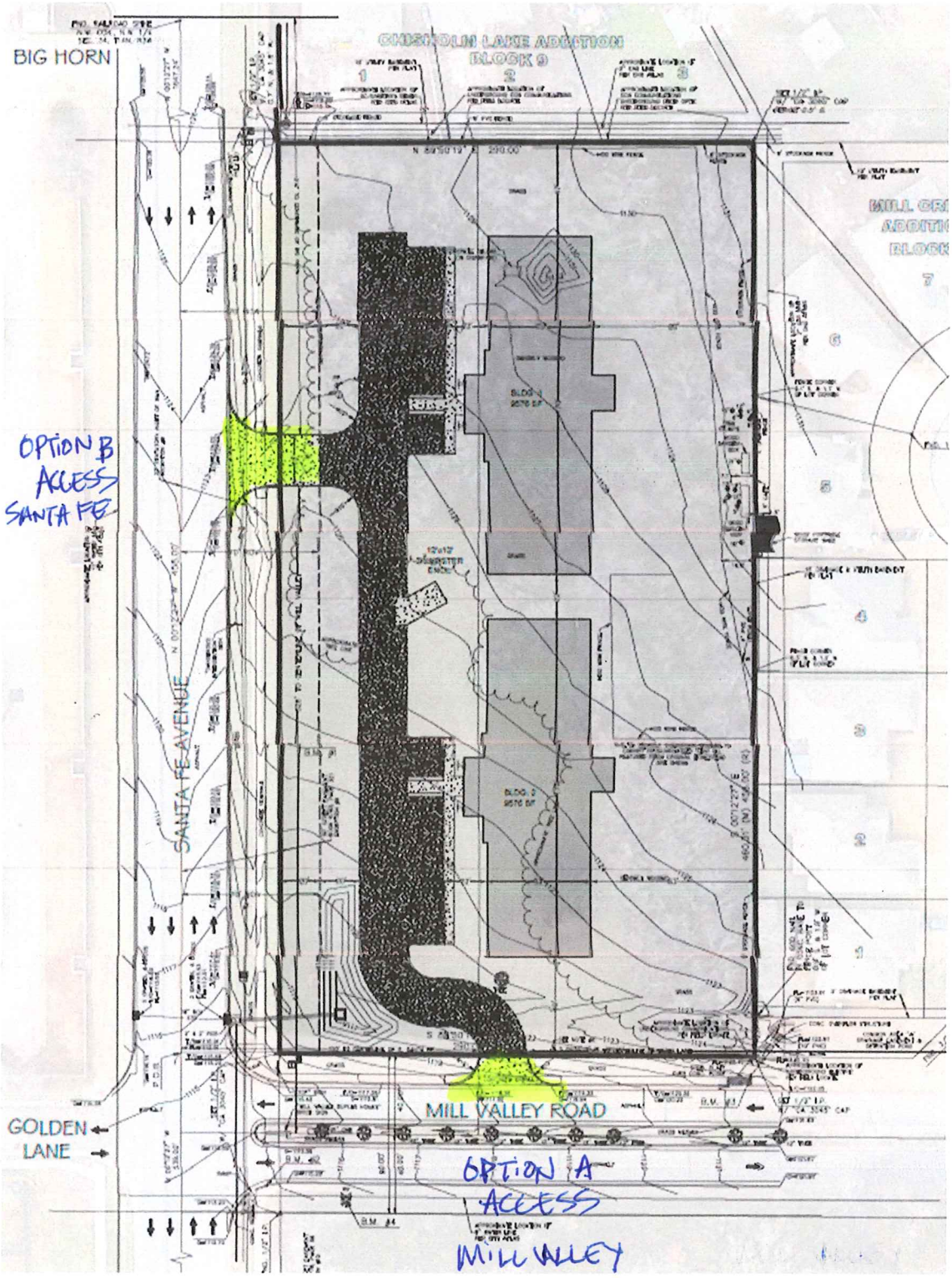
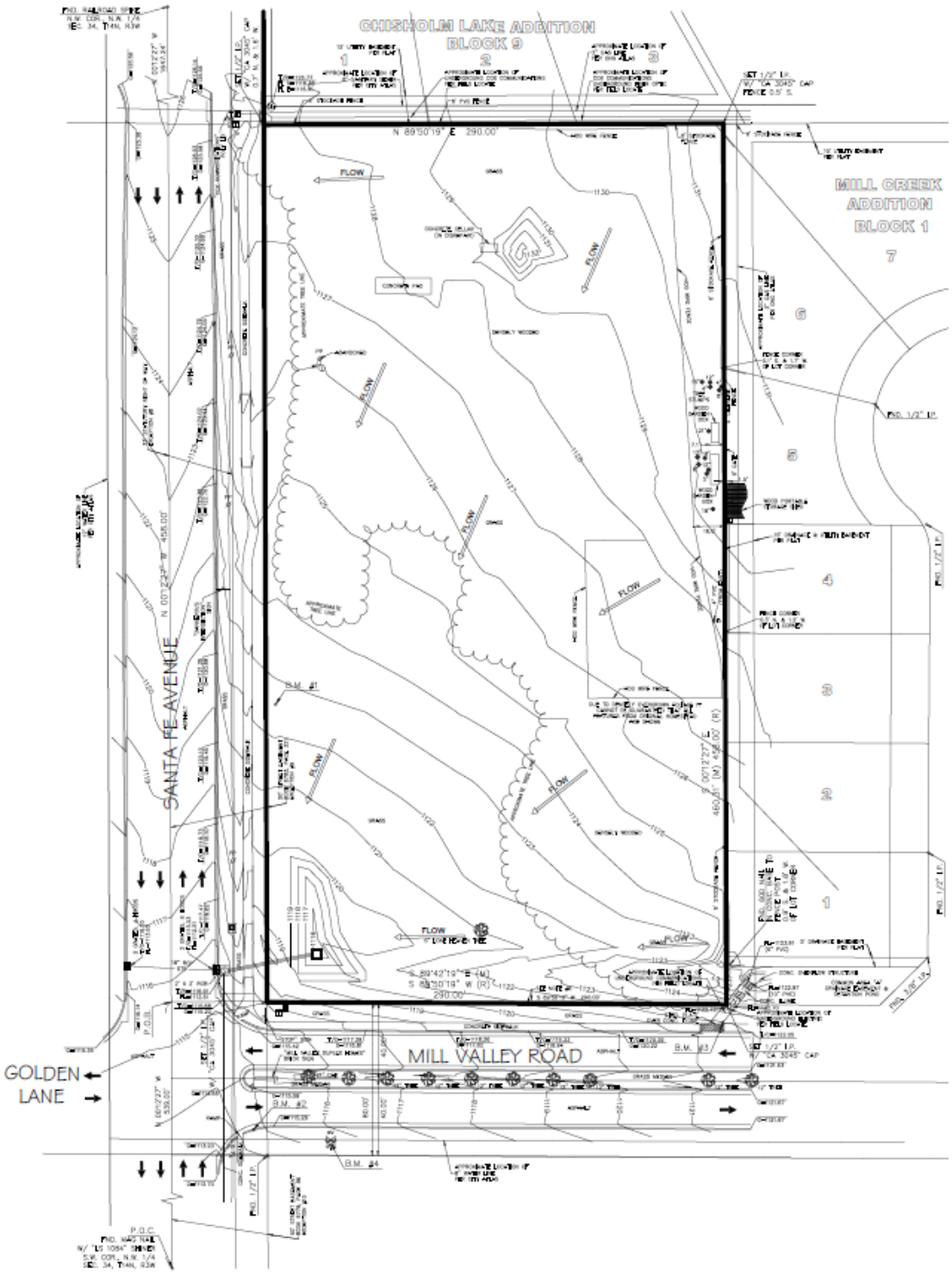


Exhibit “C”

General Drainage Plan



Published, by title, in *The Oklahoman* in Oklahoma County, Oklahoma on the _____ day of _____, 2025. Published, in full, in *The Oklahoman* in Oklahoma County, Oklahoma on the _____ day of _____, 2025.

Ordinance No. _____

AN ORDINANCE REZONING CERTAIN PROPERTY, GENERALLY LOCATED ON THE EAST SIDE OF SANTA FE AVENUE, NORTH OF MILL VALLEY BOULEVARD, FROM "D-0" SUBURBAN OFFICE TO "PUD Z24-00018" PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEALER AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EDMOND, OKLAHOMA:

Section 1. The following described property, to wit:

Generally located on the east side of Santa Fe Avenue, north of Mill Valley Boulevard and legally described as:

A parcel or tract of land being a part of the Northwest Quarter (NW /4) of Section Thirty Four (34), Township Fourteen (14) North, Range 'Three (3) West, of the Indian Meridian, Oklahoma City, Oklahoma, and more particularly described as follows: Commencing at the Southwest Corner of said Northwest Quarter (NW /4) of Section Thirty Four (34); thence North 00°12'27" West, along the West line of said Northwest Quarter (NW/4) a distance of 539.00 feet to the Point of Beginning; thence continuing North 00°12'27" West along the West line a distance of 458.00 feet; thence North 89°50'19" East a distance of 290.00 feet; thence South 00°12'27" East and parallel to the West line a distance of 458.00 feet; thence South 89°50'19" West a distance of 290.00 feet, to the Point or Place of Beginning, containing 3.049 acres more or less.

Is hereby rezoned from "D-0" Suburban Office to "PUD Z24-00018" Planned Unit Development.

Section 2. This change in zoning shall be shown upon the Zoning Districts Map of the City of Edmond, on file in the office of the City Planner in the City of Edmond Planning and Zoning Department, 7 N Broadway, Edmond, Oklahoma.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

Section 4. SEVERABILITY. If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court

of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 5. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after passage.

PASSED AND APPROVED in an open meeting of the City Council by an affirmative majority vote of the governing body on the _____ day of _____, 2025.

_____
Darrell A. Davis
Mayor

Attest:

_____
Kory Atcuson-Coley
City Clerk

Approved as to form and legality this _____ day of _____, 2025.

_____
Madeline Sawyer
City Attorney

City Council / Public Works Authority **9. B.**

Meeting Date: 02/10/2025

Submitted For: Ken Bryan, Director, Planning

Email: Ken.Bryan@edmondok.gov , Phone: 405-359-4790

Submitted By: Mary Ann Blakely, Administrative Technician, Planning

Ward: 3

City Council Strategic Plan: N/A

Item

Case No. Z24-00020; Public Hearing and Consideration of Ordinance No. ___ Rezoning from "D-3 PUD" Office Commercial Planned Unit Development, "D-3" Office Commercial, and "D-0" Suburban Office to "PUD Z24-00020" Planned Unit Development for Turtle Creek Storage, Located on South Side of East 15th Street, East of Bryant Avenue. (BLD, LLC; Ward 3)

Background

The applicant is requesting to rezone the property located south of East 15th Street, east of Bryant Avenue to "PUD" Planned Unit Development. The PUD design statement allows for self-storage facilities with up to 400 storage units and an associated office space. Public facing façade materials will be consistent with what is developed in the area and the landscape code will be followed without variance.

Planning Department:

Property zoning – The property is currently zoned "D-3 PUD" Office Commercial Planned Unit Development, "D-3" Office Commercial, and "D-0" Suburban Office. The applicant is requesting to rezone to "PUD" Planned Unit Development.

Lot size –The lot is approximately 5.83 acres.

Setback requirements –The PUD setback requirements will not have a minimum zoning setback. Required Building Code setback requirements will apply at the time of development.

Surrounding uses and zoning – The property to the west is zoned "D-3" Office Commercial and developed as Spring Creek Assembly of God; the property to the north is zoned "D-3 PUD" Office Commercial Planned Unit Development and developed as IBC Bank; the property to the east is zoned "D-3" Office Commercial", developed as Turtlecreek Professional Village and "A" Single Family Dwelling District and developed as the Turtlecreek Cove Addition; the property the south is zoned "D-3" Office Commercial, developed as the Canyon Park office park and "A" Single Family Dwelling District developed as Forest Oaks Addition.

Edmond Plan 2018 – The Edmond Plan 2018 designates the property as Suburban Commercial. The PUD zoning category is shown in the yellow section of the plan as it may be an acceptable use for the site. The PUD master plan carefully adds services to the existing commercial area with residential in the vicinity. With the careful design of the buildings and additional landscaping to the site, the PUD meets the intent of the Edmond Plan.

Utilities –Public utilities are available to the site.

Landscaping/Urban Forestry:

Anticipated impact to tree canopy cover, forested areas, and areas of the Cross Timbers ecosystem– Several small, forested areas and clusters of trees are located throughout the western parcel, and the eastern parcel includes a forested buffer along the east and south property lines. The remainder of the site is covered by mowed lawn. Tree canopy is likely to decrease with the proposed use. However, trees will be required when complying with Title 22 Site Landscaping standards on a future Site Plan application.

This item has been reviewed by the City Attorney's Office as to form and legality.

Time Frame

If approved, the ordinance will go into effect 30 days from the date of the City Council meeting.

Issue

Approval of the requested zoning map amendment will change the zoning district for the property as described.

Recommendations

The Edmond Planning Commission heard this item on January 7, 2025 and unanimously recommended approval. Staff recommends approval of the application for Z24-00020. Staff recommendations are based on a technical evaluation of the information provided at the time of review. Staff recommendations are advisory only and do not constitute Planning Commission or City Council decisions.

Action Needed

Motion to Approve.

Public Notification

Posted Agenda. Notices of the proposed item as well as the date, time, and location of the Planning Commission meeting and the City Council meeting were mailed to surrounding property owners within a minimum of 300 feet of the subject property as well as posted on the subject property. The title of the proposed ordinance, rezoning the property, was also published in the Oklahoman.

Attachments

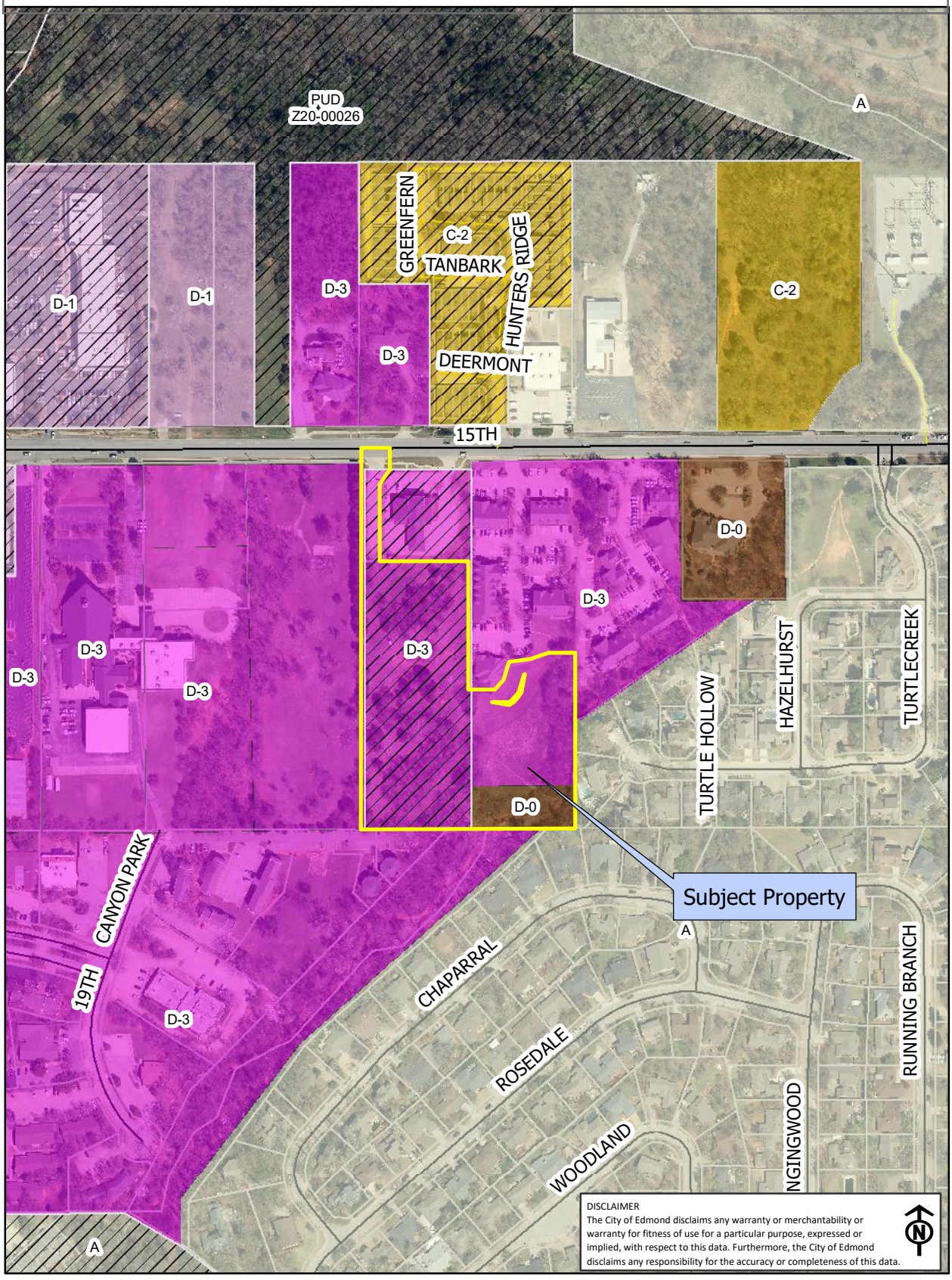
Z24-00020A

Z24-00020ORD

Location Map
BLD PUD
Z24-00020



Current Zoning
BLD PUD
Z24-00020



PLANNED UNIT DEVELOPMENT
DESIGN STATEMENT

TURTLECREEK STORAGE

Edmond, Oklahoma

Owner: BLD, LLC
1800 Canyon Park Cir Ste. 402
Edmond, OK 73013

Prepared By: Todd McKinnis, Attorney
Rubenstein & Pitts, PLLC
1503 E. 19th St.
Edmond, Oklahoma 73013

January 28, 2025

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(11) Special Conditions 2-3

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(A) Legal Description 4

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(C) General Drainage Plan 6

TURTLECREEK STORAGE

INTRODUCTION:

1. The Title of the Planned Unit Development:

   TURTLECREEK STORAGE

2. Owner/Developer:

   BLD, LLC
   1800 Canyon Park Cir Ste. 402
   Edmond, OK 73013

3. General Location of the Planned Unit Development Project:

   Approximately 5.83 acres located south of East 15th Street and east of Bryant Avenue in the City of Edmond, Oklahoma County, Oklahoma, as further identified on Exhibit "A" (the "Property").

4. Current Zoning:

   "D-3" Office Commercial

5. Edmond Plan Designation:

   Suburban Commercial

6. A Brief Description of the Planned Unit Development Concept:

   The PUD will allow for the construction of approximately 400 self-storage facilities consisting of multiple storage buildings of varying sizes to accommodate diverse storage needs. The Project will provide a well-designed, functional facility with a secure, accessible, and environmentally responsible space for individuals and businesses to store their belongings and vehicles. This facility will cater to the growing demand for self-storage solutions in the area, offering a blend of convenience and quality service.

7. Uses:

   The entirety of the Property will be used for self-storage facilities.

8. Design Regulations:

   Except as set forth herein, the Project will be constructed in accordance with City of Edmond regulations. A general and preliminary land use layout of the Project is identified on Exhibit "B", attached hereto and incorporated herein by reference. However, the layout on Exhibit "B" is subject to modification as development conditions, design elements and market conditions dictate. In any event, the Project will be subject to Site Plan Review and Approval by the City of Edmond.

   Setbacks - There will be no minimum setbacks required for this PUD.

Building Height – There will be no minimum height requirements for this PUD. The maximum height allowed will be 25 feet.

9. Tract Information:

The Property consists of approximately 5.83 more or less. It will contain approximately 400 storage units of various sizes, and office space to greet customers and manage facility activities. Approximately 50,000 square feet or 20% of the Property will be used for storm water detention, open space or landscaping.

10. Utility Services:

The Developer will coordinate with the City of Edmond to expand existing water, sewer and electric services throughout the Project in such manner which is adequate to service the entire Project.

11. Special Conditions:

Except as specifically set forth herein, the Project will meet City regulations existing at the time of approval of this PUD.

a. Façade Regulation. All facades within this Project shall be constructed of durable materials, including, but not limited to glass, steel, brick, wood, concrete board, natural stone, concrete, architectural metal and stucco. All facades which are visible to existing residential development will be consistent with the surrounding area.

b. Landscaping Regulation. The Project shall comply with City of Edmond ordinances without variance

c. Lighting Regulations. The Project shall comply with City of Edmond ordinances without variance. To minimize light spillover on residential uses, outdoor lights within this PUD will be directed away from any adjacent residential property. To accomplish this, lights will utilize shields, shades, or other appropriate methods of directing light beams.

d. Screening Regulations. The Project shall comply with City of Edmond ordinances without variance. A security system will be implemented, featuring; i) fenced perimeters with controlled access gates, ii) surveillance cameras throughout the facility but in no case will there be an invasion of privacy to non-commercial properties iii) adequate lighting in storage areas and access points, directed so not to disturb residential neighbors, that will be motion sensored and will comply with all related City regulations.

e. Sensitive Border Standards. The Project will include decorative eight-foot (8') security fencing around the entirety of the Project boundaries and there will be a thirty foot (30") section of site proof fencing along the east boundary of the of the east-west internal driveway north of the creek. The walls of the Project perimeter visible to the residential properties will be bricked. There is approximately a 42,335 square foot detention area in the southeast corner of the Project that creates a natural setback from the residential development located to the south and east of the Project. No other sensitive borders will be required within the Project.

f. Street and Access Regulations. There will be one access on East 15th Street co-located with the existing IBC Bank access consisting of a well-designed entrance and exit to ensure smooth traffic flow.

g. Parking Regulations. The Project shall comply with City of Edmond ordinances without variance to include adequate parking spaces for customers and staff, with designated areas for loading and unloading.

h. Sidewalk Regulations. The Project shall comply with City of Edmond ordinances without variance.

i. Signage Regulations. The PUD shall allow two (2) monument signs, each measuring no more than six feet high and no more than forty-two (42) square feet per side and eighty-four (84) square feet total for all sides. One sign will be placed to the west of the 15th Street entrance, and one will be placed at the entry to the facility.

j. Open Space/Existing tree maintenance. The Project will leverage open space and non-impervious surfaces to create a more enjoyable and environmentally friendly development and shall comply with City of Edmond ordinances without variance. Healthy trees along Property boundaries may be maintained for additional screening.

k. Project Scheduling and Elements of Each Phase. It is anticipated that the Project will be constructed in one phase.

l. Platting Requirements. The Property is not currently platted, and the Developer shall comply with all City of Edmond platting requirements.

m. Hours of Operation. The facility will limit customer access between 11 pm and 6 am to emergencies only.

Respectfully submitted,

Todd A. McKinnis
Attorney for BLD, LLC

EXHIBIT “A”

Legal Description

A tract of Land Lying in Part of the Northwest Quarter (NW/4) of Section Six (6), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:
Commencing at the Northeast Corner of the Northwest Quarter (NW/4) of Section 6-T13N-R2W of the I.M.; Thence S89°48'40"W a distance of 990.00 feet to a point on the North Line of Said Section 6; Thence S00°02'52"W a distance of 474.00 feet to the point of beginning; Thence continuing S00°02'52"W a distance of 406.00 feet; Thence S89°48'40"W a distance of 247.50 feet; Thence N00°02'52"E a distance of 321.50 feet; Thence S89°57'08" E a distance of 62.00 feet; Thence N41°00'00"E a distance of 30 feet; Thence N16°35'00"E a distance of 43.00 feet; Thence N82°58'00"E a distance of 50.00 feet; Thence N69°48'24"E a distance of 44.74 feet; Thence S89°57'08"E a distance of 62.00 feet to the Point of Beginning.
LESS AND EXCEPT: 581.0896 square feet, or 0.0133 acres described as --Commencing at the NE Corner of Said NW/4; Thence S89°48'40"W along the North line of Said NW/4 for a distance of 990.00 feet; Thence S00°02'52"W for a distance of 474.00 feet; Thence N89°57'08"W for a distance of 62.00 feet; Thence S9°48'24"W for a distance of 44.74 feet; Thence S82°58'00"W a distance of 47.26 feet to the POINT OF BEGINNING. Thence S10°35'53" W for a distance of 42.56 feet; Thence S33°43'54"W for a distance of 15.13 feet; Thence S43°36'18"W for a distance of 11.73 feet; Thence S54°42'50"W for a distance of 14.14 feet; Thence N80°19'05"W for a distance of 41.14 feet; Thence S89°57'08"E for a distance of 41. 73 feet; Thence N41 °00'00"E for a distance of 30.00 feet; Thence N16°35'00"E for a distance of 43.00 feet; Thence N82°58'00"E for a distance of 2.74 feet to the Point of Beginning.

AND

Part of the Northwest Quarter (NW/4) of Section Six (6), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, more particularly described as follows:
Beginning 1237.5 feet West of the Northeast Corner of the NW/4; thence South 880 feet; thence West a distance of 247.5 feet; thence north 880 feet; thence East 247 .5 feet to the point of beginning.
Less and except lands previously conveyed to IBC Bank described as follows: Commencing at the Northeast Corner of said Northwest Quarter (NW/4); Thence S 89°48'40"W along the North Line of said NW/4 a distance of 1237.50 feet to the Point of Beginning; Thence S 00°02'52" W a distance of 262.00 feet; Thence S 89°48'40" W a distance of 204.50 feet; Thence N 00°02'52" E distance of 178.35 feet; Thence N 34°31'05" E a distance of 40.94 feet; Thence N 00°02'52" E distance of 50.00 feet to a point on the North Line of said NW/4; Thence N 89°48'40" E along said North Line a distance of 181.33 feet to the Point or Place of Beginning.

EXHIBIT "B"

General Land Use and Circulation Plan

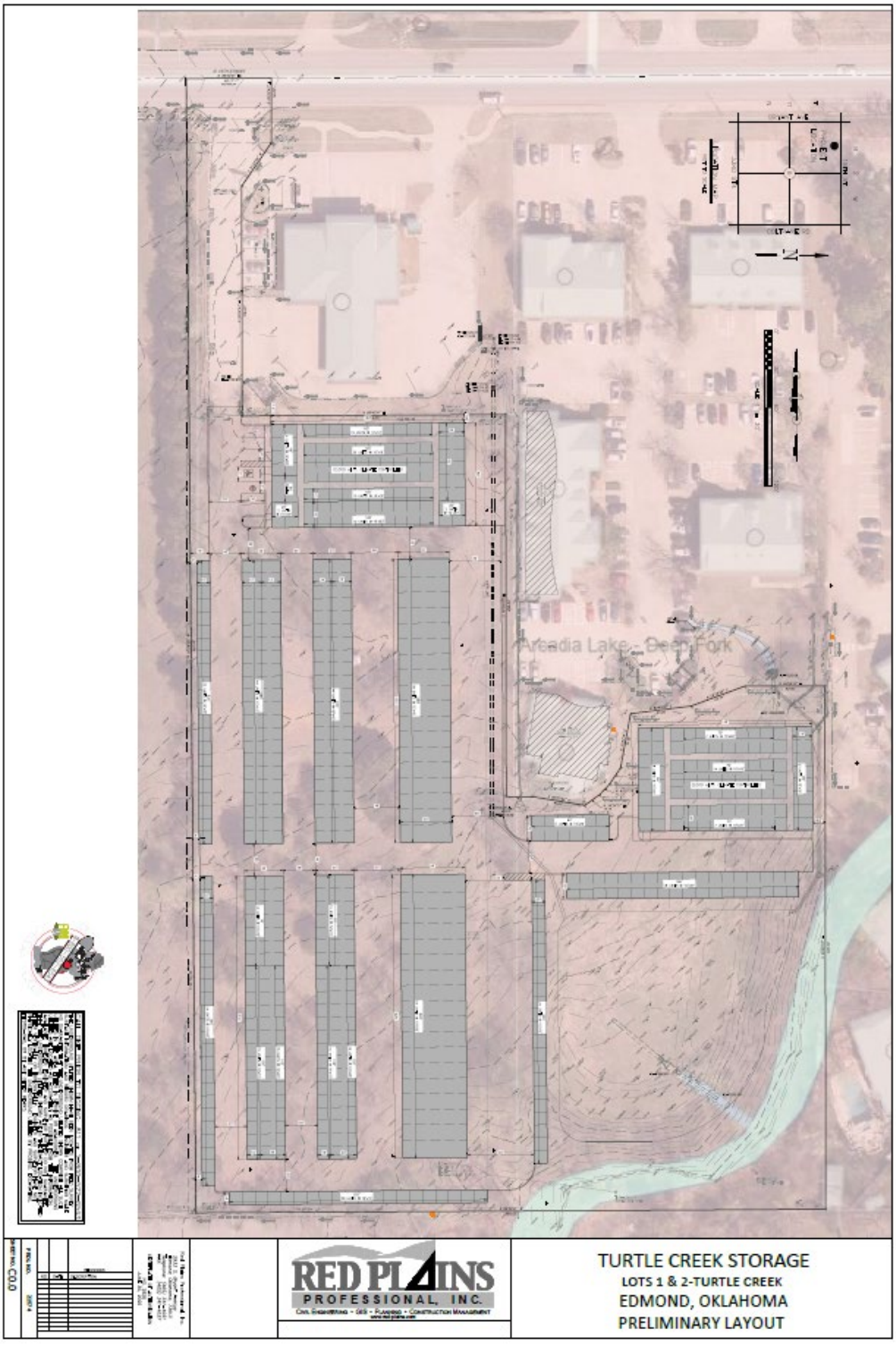
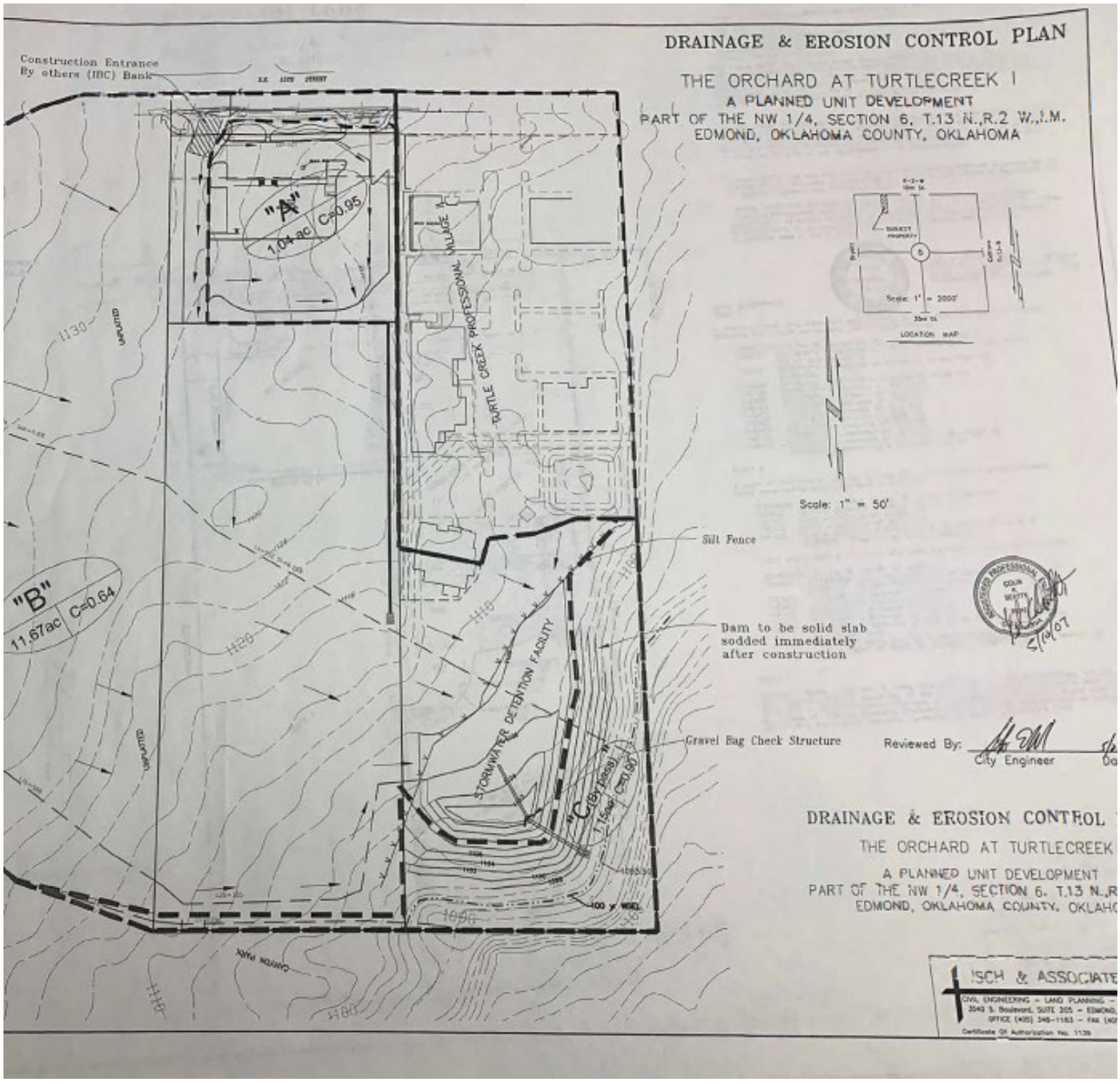


Exhibit "C"

General Drainage Plan



Published, by title, in *The Oklahoman* in Oklahoma County, Oklahoma on the _____ day of _____, 2025. Published, in full, in *The Oklahoman* in Oklahoma County, Oklahoma on the _____ day of _____, 2025.

Ordinance No. _____

AN ORDINANCE REZONING CERTAIN PROPERTY, GENERALLY LOCATED EAST OF BRYANT AVENUE, ON THE SOUTH SIDE OF EAST 15TH STREET FROM "D-0" SUBURBAN OFFICE, "D-3" OFFICE COMMERCIAL, AND "D-3 PUD" OFFICE COMMERCIAL PLANNED UNIT DEVELOPMENT TO "PUD Z24-00020" PLANNED UNIT DEVELOPMENT; PROVIDING FOR REPEALER AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EDMOND, OKLAHOMA:

Section 1. The following described property, to wit:

Generally located east of Bryant Avenue, on the south side of East 15th Street and legally described as:

A tract of Land Lying in Part of the Northwest Quarter (NW/4) of Section Six (6), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of the Northwest Quarter (NW/4) of Section 6-T13N-R2W of the I.M.; Thence S89°48'40"W a distance of 990.00 feet to a point on the North Line of Said Section 6; Thence S00°02'52"W a distance of 474.00 feet to the point of beginning; Thence continuing S00°02'52"W a distance of 406.00 feet; Thence S89°48'40"W a distance of 247.50 feet; Thence N00°02'52"E a distance of 321.50 feet; Thence S89°57'08" E a distance of 62.00 feet; Thence N41°00'00"E a distance of 30 feet; Thence N16°35'00"E a distance of 43.00 feet; Thence N82°58'00"E a distance of 50.00 feet; Thence N69°48'24"E a distance of 44.74 feet; Thence S89°57'08"E a distance of 62.00 feet to the Point of Beginning. LESS AND EXCEPT: 581.0896 square feet, or 0.0133 acres described as -- Commencing at the NE Corner of Said NW/4; Thence S89°48'40"W along the North line of Said NW/4 for a distance of 990.00 feet; Thence S00°02'52"W for a distance of 474.00 feet; Thence N89°57'08"W for a distance of 62.00 feet; Thence S9°48'24"W for a distance of 44.74 feet; Thence S82°58'00"W a distance of 47.26 feet to the POINT OF BEGINNING. Thence S10°35'53" W for a distance of 42.56 feet; Thence S33°43'54"W for a distance of 15.13 feet; Thence S43°36'18"W for a distance of 11.73 feet; Thence S54°42'50"W for a distance of 14.14 feet; Thence N80°19'05"W for a distance of 41.14 feet; Thence S89°57'08"E for a distance of 41. 73 feet; Thence N41 °00'00"E for a distance of 30.00 feet; Thence N16°35'00"E

for a distance of 43.00 feet; Thence N82°58'00"E for a distance of 2.74 feet to the Point of Beginning.
AND
Part of the Northwest Quarter (NW/4) of Section Six (6), Township Thirteen (13) North, Range Two (2) West of the Indian Meridian, more particularly described as follows: Beginning 1237.5 feet West of the Northeast Corner of the NW/4; thence South 880 feet; thence West a distance of 247.5 feet; thence north 880 feet; thence East 247 .5 feet to the point of beginning. Less and except lands previously conveyed to IBC Bank described as follows: Commencing at the Northeast Corner of said Northwest Quarter (NW/4); Thence S 89°48'40"W along the North Line of said NW/4 a distance of 1237.50 feet to the Point of Beginning; Thence S 00°02'52" W a distance of 262.00 feet; Thence S 89°48'40" W a distance of 204.50 feet; Thence N 00°02'52" E distance of 178.35 feet; Thence N 34°31'05" E a distance of 40.94 feet; Thence N 00°02'52" E distance of 50.00 feet to a point on the North Line of said NW/4; Thence N 89°48'40" E along said North Line a distance of 181.33 feet to the Point or Place of Beginning.

Is hereby rezoned from "D-0" Suburban Office, "D-3" Office Commercial and "D-3 PUD" Office Commercial Planned Unit Development to "PUD Z24-00020" Planned Unit Development.

Section 2. This change in zoning shall be shown upon the Zoning Districts Map of the City of Edmond, on file in the office of the City Planner in the City of Edmond Planning and Zoning Department, 7 N Broadway, Edmond, Oklahoma.

Section 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

Section 4. SEVERABILITY. If any section, sub-section, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Section 5. EFFECTIVE DATE. This ordinance shall take effect thirty (30) days after passage.

PASSED AND APPROVED in an open meeting of the City Council by an affirmative majority vote of the governing body on the _____ day of _____, 2025.

Attest:

_____
Darrell A. Davis
Mayor

_____
Kory Atcuson-Coley
City Clerk

Approved as to form and legality this _____ day of _____, 2025.

_____
Madeline Sawyer
City Attorney