

City Council Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
July 22, 2024 at 6:00 PM

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Avenue, Bixby, Oklahoma on July 19, 2024, on or before 5:00 p.m.

Call to Order

Mayor Guthrie called the City Council Meeting to order at 6:04 pm.

Roll Call

Shannon Duran, City Clerk, called the roll, and the following were present:

Members Present

Mayor Guthrie
Vice Mayor Founds
Councilor Girard
Councilor Hirshey
Councilor Schultz

Staff Present

Jared Cottle, City Manager
Shannon Duran, City Clerk
Phil Frazier, City Attorney
Charles Barnes, Finance Director
Joey Wiedel, Development Services Director
Joe Sherrell, Deputy Fire Chief
Justin Dowd, City Engineer
Bryan Toney, Public Information Officer

Pledge of Allegiance

Invocation

Consent Agenda

- 1) Minutes for the Work Session dated 07/11/24.
- 2) Minutes for the City Council Meeting dated 07/11/24.
- 3) Consider and/or Approve design contract proposals from PDG (Planning and Design Group) in the amount of \$69,500.00. Items: Construction Document Development, Bidding, and

Construction Administration for Bentley Park Pickleball/Volleyball courts. Funding from Downtown River District Fund/Capital Improvement Fund.

- 4) Consider and/or Approve design contract proposals from PDG (Planning and Design Group) in the amount of \$132,250.00. Items: Construction Document Development, Bidding, and Construction Administration for Bentley Park Playground Project. Funding from 2021 Bond.
- 5) Consider and/or Approve design contract proposals from PDG (Planning and Design Group) in the amount of \$17,500.00. Items: Construction Document Development, Bidding, and Construction Administration for the Charley Young Event Park shade structure project. Funding from Downtown River District Fund/Capital Improvement Fund.
- 6) Consider and/or Approve design contract proposals from PDG (Planning and Design Group) in the amount of \$47,500.00. Items: Construction Document Development, Bidding, and Construction Administration for the Harmony Bridge Restroom Project. Funding from Downtown River District Fund/Capital Improvement Fund.
- 7) Consider and/or Approve design contract proposals from PDG (Planning and Design Group) in the amount of \$33,500.00. The amount includes the Master Planning Services only for the Bixby Washington Irving Project. Funding from 2021 Bond.
- 8) Consider and approve the OMAG (Oklahoma Municipal Assurance Group) recommendation for denial for claimant Marty McKee, Claim 215073-1-LN.
- 9) Consider and/or approve the purchase of a new Emergency Management vehicle in the amount of \$59,990.00.
- 10) Consider and/or approve the purchase of a new Fire Department vehicle in the amount of \$59,940.00.
- 11) Consider and/or approve a Temporary Construction Easement Dedication by Stanley and Ina Irvine.
- 12) Consider and/or approve a Drainage Easement Dedication by Stanley and Ina Irvine.
- 13) Consider and/or approve a Temporary Construction Easement Dedication by Integrity Development Group (Keith Jones).
- 14) Consider and/or approve a Drainage Easement Dedication by Integrity Development Group (Keith Jones).

Mayor Guthrie said Items 1-14 on the Consent Agenda is up for discussion and consideration.

Councilor Girard requests to pull items 3-7 for further discussion. City Manager Jared Cottle provided the council an overview of the projects listed in items 3-7 and advised that pursuant to Title 61 those items do not have to go out for competitive bidding. Victoria and Richard Oltmann also spoke on items 3-7.

Mayor Guthrie asks for a motion to approve items 1-14 on the Consent Agenda. Councilor Hirshey made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried:5-0

Ayes: Hirshey, Founds, Girard, Schultz, Guthrie
Nays: 0

Regular Agenda

- 1) Discussion, consideration and possible vote for approval of Ordinance Number 2475 Bixby Zoning (B.X.Z.O.) number 24.05 to Rezoning for Froning 121, from Agriculture (AG) to Residential Single-Family (RS-2) the property contains +/- 40.016 acres, located at 10319 East 121st Street South.

Mayor Guthrie said Item 1 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services director

Others who spoke: Gwen Plante, Assistant Planner/ Justin Morgan, Tanner Consulting

Joey Wiedel and Gwen Plante gave the council an overview of the project. Joey Wiedel advises the council that Items 1-4 are for the same development and are being referenced together as presented.

The Council inquired from staff and developers for clarification on the development as it is not desirable as proposed. Discussion ensued between Justin Morgan and the council as to the Comp Plan, lot size, density, rezone, and PUD. The council advises that they would like to see more as to what the applicant is proposing for the development and have more discussions. City Manager Jared Cottle suggests that we bring these items back to a Work Session for further discussion.

Councilor Hirshey Motions to continue items 1-4 to the next Work Session for further discussion with the applicant.

Councilor Hirshey makes a motion to continue item 1 to the next Agenda, seconded by Councilor Girard.

The vote was taken with the following results:

Ayes: Hirshey, Girard, Schultz, Founds, Guthrie

Nays: 0

Motion to continue item Carried:5-0

- 2) Discussion, consideration, and possible vote to approve an emergency clause for Ordinance Number 2475, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, safety, welfare, morals, and service to the citizens

Mayor Guthrie said Item 2 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services director

Others who spoke: Gwen Plante, Assistant Planner/ Justin Morgan, Tanner Consulting

Joey Wiedel and Gwen Plante gave the council an overview of the project. Joey Wiedel advises the council that Items 1-4 are for the same development and are being referenced together as presented.

The Council inquired from staff and developers for clarification on the development as it is not desirable as proposed. Discussion ensued between Justin Morgan and the council as to the Comp Plan, lot size, density, rezone, and PUD. The council advises that they would like to see more as

to what the applicant is proposing for the development and have more discussions. City Manager Jared Cottle suggests that we bring these items back to a Work Session for further discussion.

Councilor Hirshey Motions to continue items 1-4 to the next Work Session for further discussion with the applicant.

Councilor Hirshey makes a motion to continue item 2 to the next Agenda, seconded by Councilor Girard.

The vote was taken with the following results:

Ayes: Hirshey, Girard, Schultz, Founds, Guthrie

Nays: 0

Motion to continue item Carried:5-0

- 3) Discussion, consideration, and possible vote for approval of Ordinance Number 2476 Bixby Zoning (B.X.P.U.D.) number 24.04 Planned Unit Development for Froning 121. The property contains +/- 40.016 acres, located at 10319 East 121st Street South.

Mayor Guthrie said Item 3 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services director

Others who spoke: Gwen Plante, Assistant Planner/ Justin Morgan, Tanner Consulting

Joey Wiedel and Gwen Plante gave the council an overview of the project. Joey Wiedel advises the council that Items 1-4 are for the same development and are being referenced together as presented.

The Council inquired from staff and developers for clarification on the development as it is not desirable as proposed. Discussion ensued between Justin Morgan and the council as to the Comp Plan, lot size, density, rezone, and PUD. The council advises that they would like to see more as to what the applicant is proposing for the development and have more discussions. City Manager Jared Cottle suggests that we bring these items back to a Work Session for further discussion.

Councilor Hirshey Motions to continue items 1-4 to the next Work Session for further discussion with the applicant.

Councilor Hirshey makes a motion to continue item 3 to the next Agenda, seconded by Councilor Girard.

The vote was taken with the following results:

Ayes: Hirshey, Girard, Schultz, Founds, Guthrie

Nays: 0

Motion to continue item Carried:5-0

- 4) Discussion, consideration, and possible vote to approve an emergency clause for Ordinance Number 2476, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, safety, welfare, morals, and service to the citizens

Mayor Guthrie said Item 4 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services director

Others who spoke: Gwen Plante, Assistant Planner/ Justin Morgan, Tanner Consulting

Joey Wiedel and Gwen Plante gave the council an overview of the project. Joey Wiedel advises the council that Items 1-4 are for the same development and are being referenced together as presented.

The Council inquired from staff and developers for clarification on the development as it is not desirable as proposed. Discussion ensued between Justin Morgan and the council as to the Comp Plan, lot size, density, rezone, and PUD. The council advises that they would like to see more as to what the applicant is proposing for the development and have more discussions. City Manager Jared Cottle suggests that we bring these items back to a Work Session for further discussion.

Councilor Hirshey Motions to continue items 1-4 to the next Work Session for further discussion with the applicant.

Councilor Hirshey makes a motion to continue item 4 to the next Agenda, seconded by Councilor Girard.

The vote was taken with the following results:

Ayes: Hirshey, Girard, Schultz, Founds, Guthrie

Nays: 0

Motion to continue item Carried:5-0

- 5) Discussion, consideration, and possible vote for approval of Ordinance Number 2477 Bixby Zoning (B.X.Z.O.) number 24.04 to rezoning for Dixielou 151st & Harvard, from (AG) Agriculture Classification to (CS) Commercial, located at 15104 South Harvard Avenue.

Mayor Guthrie said Item 5 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services director

Others who spoke: None

Joey Wiedel presented the item, recommending acceptance of the rezoning for the development of DixieLou located at 151st and Harvard. The council inquired from staff for asking for clarification as to fencing around the location. There were no comments from the audience. After discussion, Mayor Guthrie asks for a motion.

Councilor Girard makes a motion to approve, seconded by Councilor Hirshey.

The vote was taken with the following results:

Ayes: Girard, Hirshey, Schultz, Founds, Guthrie

Nays: 0

Motion Carried:5-0

- 6) Discussion, consideration, and possible vote to approve an emergency clause for Ordinance Number 2477, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, safety, welfare, morals, and service to the citizens

Mayor Guthrie said Item 6 on the Regular Agenda is up for discussion and consideration.

Mayor Guthrie asks for a motion to approve item 6. Vice Mayor Founds made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Ayes: Founds, Hirshey, Girard, Schultz, Guthrie

Nays: 0

Carried:5-0

- 7) Discussion, consideration, and possible vote for approval of Final Plat (B.X.P.T.) number 24.06 for Perfect Food and Gas, located at 15911 South Memorial Drive.

Mayor Guthrie said Item 7 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services director

Others who spoke: Mark Capron, Wallace Design Collective.

Joey Wiedel presented the item, recommending acceptance of the Final Plat for Perfect Food and Gas. Discussion ensued between the council, staff, and developer as to the lighting and fencing around the location of the development. Applicant Mark Capron Traffic addressed lighting concerns to preserve the surrounding residential area. There are already 6-foot fences surrounding the perimeter of the lots. There were no comments from the audience.

Councilor Girard makes a motion to approve, seconded by Councilor Hirshey.

The vote was taken with the following results:

Ayes: Girard, Hirshey, Schultz, Founds, Guthrie

Nays: 0

Motion Carried:5-0

- 8) Discussion, consideration, and possible vote for approval of a Site Plan (B.X.S.P.) number 24.09 for El Maguey Mexican Restaurant, located at 7450 E 121st Street South.

Mayor Guthrie said Item 8 on the Regular Agenda is up for discussion and consideration.

Item presented by Joey Wiedel, Development Services director

Others who spoke:

Joey Wiedel presented the item, recommending acceptance of the Site Plan for El Maguey Mexican Restaurant, located at 7450 E 121st Street South. The Planning Commission approved this item 4/0. Discussions ensued between staff and the Council as to the development location. There were no comments from the audience.

Mayor Guthrie asks for a motion. Councilor Hirshey makes a motion to approve, seconded by Councilor Girard.

The vote was taken with the following results:

Ayes: Hirshey, Girard, Schultz, Founds, Guthrie

Nays: 0

Motion Carried:5-0

- 9) Discussion, consideration, and possible vote for approval of a Site Plan (B.X.S.P.) number 24.10 for T&T Smiles, located on the NE Corner of South Yale Avenue and East 151st Street South.

Mayor Guthrie said Item 9 on the Regular Agenda is up for discussion and consideration.
Item presented by Joey Wiedel, Development Services director
Others who spoke: Victoria Oltmann and Richard Oltmann

Joey Wiedel presented the item, recommending acceptance of the Site Plan for T&T Smiles, located on the NE Corner of South Yale Ave and East 151st Street South. The Planning Commission voted 4/0 to approve the Site Plan. Mayor Guthrie says there are two people signed up to speak on this item. Victoria and Richard Oltmann discuss concerns about the infrastructure of the roads in the area with more traffic. Victoria Oltmann asked the council if any future sales penny tax money renewal is approved in the future to think of a way those funds could go towards road repair.

Mayor Guthrie asks for a motion to approve item 9. Councilor Hirshey makes a motion to approve, seconded by Councilor Founds.

The vote was taken with the following results:

Ayes: Hirshey, Founds, Schultz, Guthrie
Nays: Girard

Motion Carried:4-1

- 10) Discussion, consideration, and possible vote to award the contract for the Roadway Improvements to East 111th Street South from South Memorial Drive to South 86th East Avenue to Diversified Civil Contractors. Total Project Cost is 3,577,222.00

Mayor Guthrie said Item 10 on the Regular Agenda is up for discussion and consideration.
Item presented by Justin Dowd, City Engineer
Others who spoke:

Justin Dowd presented the item, recommending approval of the contract for the Roadway Improvements to East 111th Street South from South Memorial Drive to South 86th East Avenue to Diversified Civil Contractors. This project is a part of the 2016 Bond project. Discussions ensued between the council and staff as to the location of the road improvements. There were no further comments from the audience.

Mayor Guthrie asks for a motion to approve item 10. Councilor Hirshey makes a motion to approve, seconded by Councilor Founds.

The vote was taken with the following results:

Ayes: Hirshey, Founds, Girard, Schultz, Founds, Guthrie
Nays: 0

Motion Carried:5-0

- 11) Discussion, consideration, and possible vote for approval of Ordinance Number 2478 amending the Flood Damage Prevention Ordinance by adopting new effective floodplain maps.

Mayor Guthrie said Item 11 on the Regular Agenda is up for discussion and consideration.
Item presented by Justin Dowd, City Engineer
Others who spoke:

Justin Dowd presented the item, advising the council this item is an update to the city's flood plain maps as requirements from FEMA. This project is a part of the 2016 Bond project and the Levy from 121st to 141st along Mingo. Maps that FEMA has released in this ordinance will adopt those maps. There were no comments from the audience.

Mayor Guthrie asks for a motion to approve item 11. Councilor Founds makes a motion to approve, seconded by Councilor Hirshey.

The vote was taken with the following results:

Ayes: Founds, Hirshey, Girard, Schultz, Founds, Guthrie
Nays: 0

Motion Carried:5-0

- 12) Discussion, consideration, and possible vote to approve an emergency clause for Ordinance Number 2478, making it effective immediately upon passage since the immediate operation of the provisions of the Ordinance is necessary for the preservation of public health, safety, welfare, morals, and service to the citizens.

Mayor Guthrie said Item 12 on the Regular Agenda is up for discussion and consideration.

Mayor Guthrie asks for a motion to approve item 12. Vice Mayor Founds made a motion to approve, seconded by Councilor Hirshey. The vote was taken with the following results:

Ayes: Founds, Hirshey, Girard, Schultz, Guthrie
Nays: 0

Motion carried: 5-0

- 13) Discuss and consider the Development Agreement for Sanitary Sewer Interceptor construction associated with The Preserve development at 171st and Sheridan.

Mayor Guthrie said Item 13 on the Regular Agenda is up for discussion and consideration.
Item presented by Jared Cottle, City Manager
Others who spoke:

Council was provided with a copy of the agreement and the agreement is attached to these minutes for reference hereto.

City Manager, Jared Cottle presented the item, recommending acceptance and approval of the agreement for the development of the Sanitary Sewer Interceptor construction for the Preserve located at 171st and Sheridan. Developers are asking for a waiver of the excess capacity fees for them to construct the line. This project would be for the installation of gravity sewers in this location.

Due to the size of this development, it would be in the City's best interest to waive the fees for the construction of the line. The City would inspect the project and would have the final say on the infrastructure.

Mayor Guthrie asks for a motion to approve item 13. Councilor Girard makes a motion to approve pending the City Attorney's review and recommendation, seconded by Councilor Founds.

The vote was taken with the following results:

Ayes: Girard, Founds, Hirshey, Schultz, Guthrie
Nays:

Motion Carried:5-0

14) City Manager's Report

City Manager Jared Cottle provided an update as to upcoming events:

- Bixby Farmer's Market will be held from 10 to 2 pm on 8/11/24 and 8/19/24.
- Application Certification for Community Response Team
- Bixby City Police Academy 10/3/24- Fall 2024
- Back to school 8/20/24

Mayor Guthrie calls a recess from the City Council Agenda at 7:40 pm and calls the Bixby Public Works Agenda

At 7:40 pm reconvene to the City Council Agenda

15) Motion to enter into Executive Session:

- a. Discussion on employment of new Fire Chief. Authority: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.1*

Mayor Guthrie said Item 14 on the Regular Agenda is a Motion to enter into Executive Session

Mayor Guthrie asks for a motion to enter into the Executive Session. Vice Mayor Founds made a motion to approve, seconded by Councilor Hirshey . The vote was taken with the following results:

Carried:5-0

Ayes: Founds, Hirshey, Girard, Schultz, Guthrie

Nays: 0

Council returns to Council Chambers from Executive Session

Time 9:57 pm

16) Motion to exit Executive Session and reconvene in open session.

Mayor Guthrie asks for a Motion to exit Executive Session

Councilor Hirshey made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried:4-0-1

Ayes: Hirshey, Founds, Schultz, Guthrie

Nays: 0
Absent: Girard

9:58pm Councilor Girard returns to the meeting

- 17) Consider and take any necessary action resulting from discussion on employment of a new Fire Chief.

Mayor Guthrie said Item 17 on the Regular Agenda is up for discussion and consideration. Councilor Girard makes a motion to employ Joe Sherrell as Fire Chief

Councilor Girard made a motion to approve, seconded by Vice Mayor Founds. The vote was taken with the following results:

Carried:5-0

Ayes: Girard, Founds, Hirshey, Schultz, Guthrie

Nays: 0

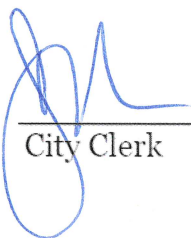
- 18) New Business

In accordance with the Open Meeting act, Title 25 O.S. § 311.A.10, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.

Mayor Guthrie says no new business to discuss.

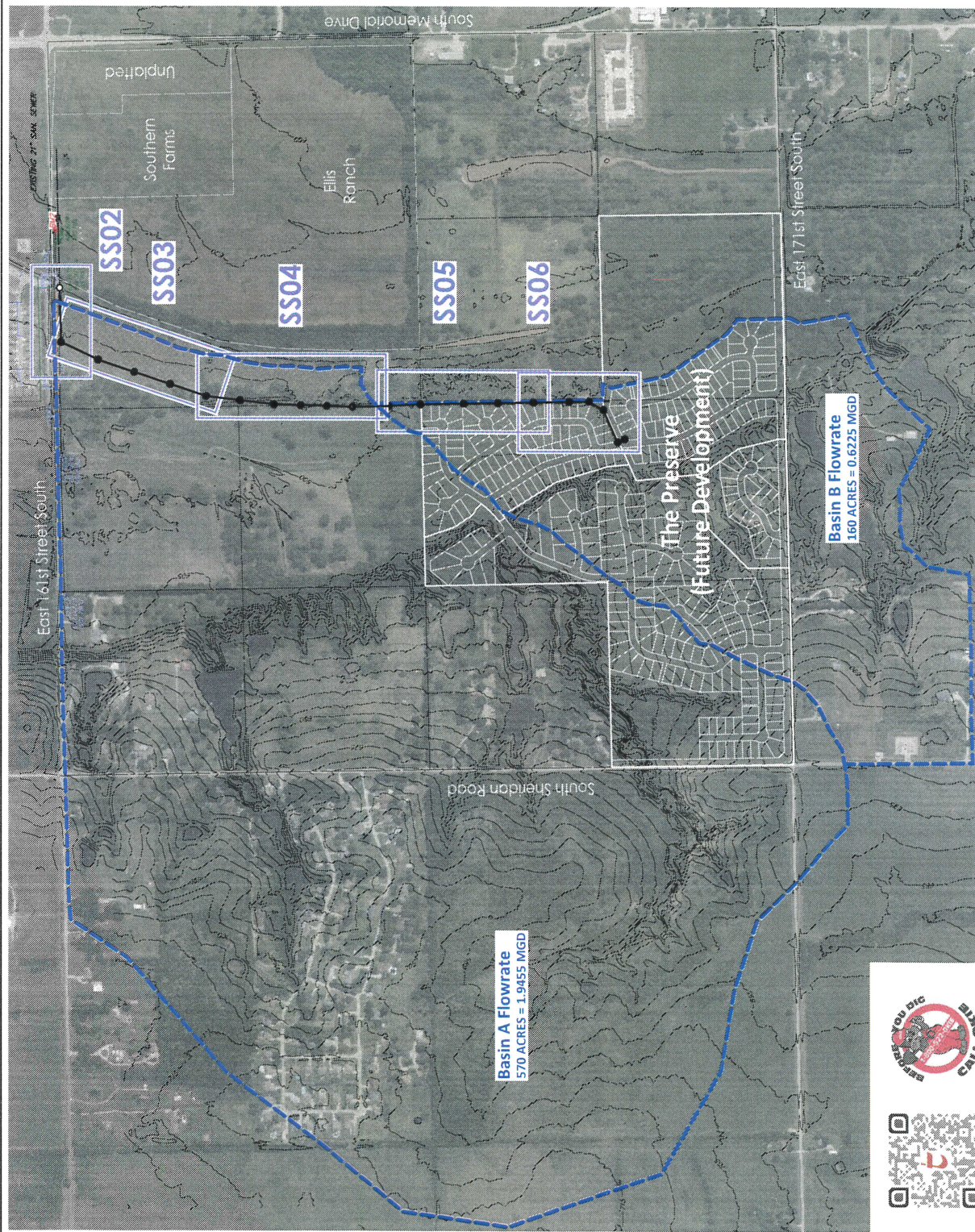
- 19) Adjournment

An adjournment was called at 9:57 pm


City Clerk
Vice Mayor

ATTACHMENTS TO MINUTES 7/22/24

[illegible]



Basin A Flowrate
570 ACRES = 1.9455 MGD

Basin B Flowrate
160 ACRES = 0.6225 MGD



NORTH

525
350
175

Scale: 1"= 350'

Tanner Consulting

Location Map
Scale: 1" = 2000'

SEWER BASIN BOUNDARY

OWNER:
PPM 171 Development, LLC
CONTACT: DANIEL RUHL, MANAGER
9128 South Braden Avenue, Suite 201
Tulsa, Oklahoma 74137
Phone: (918) 970-6102

SURVEYOR/ENGINEER:
Tanner Consulting, L.L.C.
DAN E. TANNER, P. L.S. NO. 1435
OK CA NO. 2661, EXPIRES 6/30/2025
E-MAIL: DAN@TANNERBATHSHOP.COM
5323 South Lewis Avenue
Tulsa, Oklahoma 74105
Phone: (918) 745-9979

General Notes

11 TOPOGRAPHIC INFORMATION SHOWN HEREIN WAS
12 PROVIDED BY TANNER CONSULTING, LLC AND
13 AUGMENTED BY LOGS CONTIGUOUS
14 ALL GRADIES ARE BASED ON NORTH AMERICAN
15 DATUM (NAD 83) (NAD 1983).

16 WHEREAS THE WORD "CITY" APPEARS HEREIN THE
17 CITY OF BIRMGHAM, OKLAHOMA, UNLESS THE CONTEXT
18 CLEARLY DEMANDS OTHERWISE.

19 THE CONTRACTOR SHALL BE RESPONSIBLE FOR
20 OBTAINING ALL NECESSARY PERMITS FROM THE CITY
21 OF BIRMGHAM, OKLAHOMA, INCLUDING PROVISION OF
22 BONDS AND INSURANCE AS REQUIRED.

23 THE CONTRACTOR SHALL NOTIFY THE CITY PUBLIC
24 WORKS DEPARTMENT AT LEAST 24 HOURS PRIOR TO
25 BEGINNING WORK. MATERIAL FROM THE CURRENT CITY
26 OF TULSA TITLE 40 "DRAINAGE FLOWS" AND PRI
27 CAPACITIES TABLE OF DESIGN FLOWS.

28 FLOW = 1/4 (3.14) (20.0)^2 (0.85) LOG(BASE10(X))

FLOW = (X) (3.2019
X=ACRES/1000

1 of 6

Justin P. Tanner
23986

Tanner Consulting, LLC
100 LANGRISH BLVD | LAND SURVEYING
LANDSCAPE ARCHITECTURE | PLANNING
5323 SOUTH LEWIS AVENUE
TUCKER, GA 30084 • 770-583-5639
FAX 770-583-5639
www.tannerbatch.com
E: tannerbatch@yahoo.com
CERTIFICATE OF AUTHORIZATION NO.
OK CA 7061 EXP. 6/30/2025

PLANT AND ANIMALS ARE NOT TO BE USED IN THE CONSTRUCTION OF ANY FORM OF MAINTENANCE WORK UNLESS THEY ARE FIRST OBTAINED FROM THE UNITED STATES FOREST SERVICE AND ARE SPECIFICALLY LISTED AS BEING TO BE ASSIGNED TO ANY PROJECT. PLANTING OF TREES SHALL BE DONE BY THE FOREST SERVICE OR ANOTHER AGENCY, AND CHANGES MADE FROM THE FOREST SERVICE SHALL BE APPROVED BY THE FOREST SERVICE. PLANTS WITHOUT SPECIES OF TREES ENDORSED BY THE FOREST SERVICE SHALL NOT BE USED IN THE CONSTRUCTION OF OR REPAIRS FOR ANY CONSTRUCTION WORKING OUT OF SUCH CHANNEL.	DATE
MILESTONE	1/24/74
2ND SUBMITTAL	4/03/74
PLOT DATE: 4/03/74	

The Preserve
Part of Section 26, T-17-N R-13-E of the I.M.
City of Bixby, Tulsa County, Oklahoma

PROJECT: 22070
ISSUE DATE: 4/03/2024
ATLAS PAGE NO: 000
PLAN SCALE: (H) 1" = 350'
(V)

Offsite Sanitary
Sewer Cover
Sheet

SSO1

SANITARY SEWER DEVELOPMENT AGREEMENT

This Agreement is entered into by the **City of Bixby**, Oklahoma, a municipal corporation ("**City**"), Post Office Box 70, 116 West Needles Avenue, Bixby, Oklahoma 74008-0070, and PPM 171 Development LLC, an Oklahoma limited liability company, address PO Box 1926, Sapulpa, Oklahoma 74067 ("**Company**").

RECITALS

A. The Company has acquired real property located in Bixby, Tulsa County, State of Oklahoma ("**Property**"), consisting of 159.768 acres and future proposed platting as THE PRESERVE.

B. The Company is in the process of securing approval of a proposed Planned Unit Development to address the various uses proposed for the property

C. The Company desires to develop the Property for the location, operation and maintenance of three (3) Residential Development areas

D. The City, by approval of this Agreement, has made a legislative finding that a public purpose exists to support entering into a sanitary sewer development agreement with the Company and that such public purpose includes, but is not limited to, the extension of sanitary sewer service to the development as well as providing service to an area of approximately ~~22~~ 730 acres adjacent to, and south and west of the development for future growth and connection by existing developments.

E. The City, by approval of this Agreement, finds that there is a direct relationship between the use of City Excess Capacity fees for design and construction of the sewer extensions by Company's development of the property and the resulting economic benefits, quality of life improvements realized by current and future residents of the City and the opening of additional lands for development with additional sanitary sewer line extensions.

F. The City, by approval of this Agreement, finds that the aforementioned public purposes are necessary to protect the health, life, property, and financial viability of the City as well as the lives, health, and property of its inhabitants and that it is not inconsistent with the Bixby City Charter, the Constitution of Oklahoma, or the general laws thereof to make this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the City and the Company agree as follows:

1. Recitals and Findings. The parties hereby incorporate the recitals and findings as set forth above in this Agreement.

2. Consideration from Company. Company agrees that through its development of the Property and the Facility during the term of this Agreement:

(a) Investment. The Company shall invest such funds as are necessary to develop the Property ("**Investment**"), such Investment being ~~and~~:

(b)* Sanitary Sewer Line Design. Company proposes to provide design plans for extending sanitary sewer lines as noted on Exhibit "A", attached hereto.

Formatted: Justified

(e)* Sanitary Sewer Construction. Company proposes to construct the sanitary sewer extension as shown in Exhibit "A", attached hereto.

Formatted: Justified

3. Consideration from the City. City will waive the Excess Sewer Capacity fees outlined in Ordinance 988 and any PFPI fees for all phases of "The Preserve" development. The estimated fee waiver will total approximately \$533,625.

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4. Appointment of Agent. City will appoint Company as Agent to purchase materials for all phased of The Preserve development, as described more fully in the Appointment of Agent substantially in the form of the attached Exhibit "B".

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3.5. Development Fees. With the exception of inspection fees, City will waive all additional fees related to The Preserve development.

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4.6. Bonding. Company's general contractor will execute and deliver to City a Performance Bond specifically covering the offsite sanitary sewer development to assure completion of the project. Said amount being the difference in contract bid amount and commitment by City as set forth in No. 4-3 above.

5.7. Utility Easements. Company will secure all necessary utility easements off of Company's site as may be needed to commence construction of the sanitary sewer extensions as depicted on Exhibit "A". Company will transfer the acquired easements to City at no cost to City and will grant the City a standard utility easement on Company's property where the sanitary sewer line has been installed.

6.8. Miscellaneous.

(a) Each individual and entity executing this Agreement hereby represents and warrants that they have the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf they are executing this Agreement.

(b) This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement.

(c) Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

(d) If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) This Agreement may be executed in any number of counterparts, each

of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto.

(f) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

(g) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service (including express or courier service), by reputable and responsible overnight delivery service such as or similar to UPS or Federal Express, or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To the City:

City of Bixby,
Oklahoma c/o City
Manager
Post Office Box 70
116 West Needles
Avenue Bixby, Oklahoma
74008-0070
Telephone: (918) 366-4430
Telecopy: (918) 366-6373

To the Company:

PPM 171 Development, LLC
Attn: Joshua Glesener
P.O. Box 1926
Sapulpa, OK
74067

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date personally served, if by personal service, one (1) business day after deposit with the overnight delivery service, or three (3) days after being placed in the U.S. Mail, if mailed.

(h) The City and the Company agree to cooperate with each other and act in good faith and with fair dealing throughout the effective term of this Agreement. The parties agree to execute such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

(i) The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein,

(j) Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement. PROVIDED, IT IS SPECIFICALLY UNDERSTOOD THAT IF ANY RIGHT OF BENEFIT GRANTED TO THE COMPANY BY THIS AGREEMENT HEREAFTER SHALL BE NULLIFIED BY ANY SUBSEQUENT ACTION OF THE CITY, A COURT OF LAW, OR ANY OTHER LAWFUL AUTHORITY, THE COMPANY SHALL HAVE THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THIS AGREEMENT. THE COMPANY AGREES THAT, IF IT TERMINATES THE AGREEMENT AS AFORESAID, IT WILL DELIVER WRITTEN NOTICE OF SUCH TERMINATION TO THE CITY PROMPTLY AFTER THE COMPANY DECIDES TO TERMINATE THE AGREEMENT.

(k) The language in all parts of this Agreement shall be in all cases construed simply according to its plain meaning and not strictly for or against any of the parties hereto. This Agreement shall not be construed for or against either party on the basis of which party drafted the Agreement or any provision therein.

(l) Paragraph headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "paragraphs" are to paragraphs of this Agreement, unless otherwise specifically provided.

(m) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns. Neither this Agreement nor any of the rights or obligations of the parties hereunder shall be transferred or assigned by either party without the prior written consent of the non-assigning party; which consent shall not be unreasonably withheld or delayed. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of the parties with respect to the obligations as set forth herein.

(n) It is expressly understood and agreed to by the parties that in the event of any disagreement or controversy between the parties, Oklahoma law shall be controlling. Venue for any legal proceedings shall be in Tulsa County or the U.S. District Court for the Northern District of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates reflected below.

Signature Page to Follow

“CITY”

“COMPANY”

THE CITY OF BIXBY, OKLAHOMA

PPM 171 Development, LLC (“COMPANY”)
By B&R Residential Buyers, Manager

A municipal corporation

By: _____
Jared Cottle, City Manager

By: _____
Brian Humphrey-
~~General~~ Manager

Date: _____

Date: _____

Contract approved by the Bixby City Council on this 22nd day of July, 2024.

By: _____, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

Project: 111th St - Memorial to S 86th E Ave
City Project No.: TR46-1704
Bid Date: 7/18/2024
Date: 7/18/2024

					Engineer's Estimate		Diversified Civil Contractors 12712 South 193rd East Avenue Broken Arrow, OK 74014		R & L Construction 9901 South Frankoma Road Sapulpa, OK 74066		Paragon Contractors 2108 North 129th East Avenue Tulsa, OK 74116	
Item No.	Spec. No.	Description	Qty.	Bid Unit	Bid Price	Total Bid	Bid Price	Total Bid	Bid Price	Total Bid	Bid Price	Total Bid
Base Bid - Schedule I - Roadway Improvements East 111th Street S. from Memorial Dr. to S. 86th E. Ave.												
1	201A	CLEARING AND GRUBBING	1	ACRE	\$ 35,000.00	\$ 35,000.00	\$ 36,000.00	\$ 36,000.00	\$ 10,000.00	\$ 10,000.00	\$ 117,877.30	\$ 117,877.30
2	202(A)	UNCLASSIFIED EXCAVATION	9061	CY	\$ 35.00	\$ 317,135.00	\$ 15.00	\$ 135,915.00	\$ 25.00	\$ 226,525.00	\$ 20.00	\$ 181,220.00
3	202(B)	MUCK EXCAVATION	500	CY	\$ 50.00	\$ 25,000.00	\$ 65.00	\$ 32,500.00	\$ 100.00	\$ 50,000.00	\$ 72.00	\$ 36,000.00
4	220	SWPPP DOCUMENTATION AND MANAGEMENT	1	LSUM	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 7,500.00	\$ 7,500.00	\$ 85,116.00	\$ 85,116.00
5	227	TURF REINFORCEMENT MAT	200	SY	\$ 25.00	\$ 5,000.00	\$ 20.00	\$ 4,000.00	\$ 105.00	\$ 21,000.00	\$ 106.10	\$ 21,220.00
6	230(A)	SOLID SLAB SODDING (LIKE KIND)	6825	SY	\$ 10.00	\$ 68,250.00	\$ 5.00	\$ 34,125.00	\$ 7.50	\$ 51,187.50	\$ 5.90	\$ 40,267.50
7	303(A)	AGGREGATE BASE TYPE A	4236	CY	\$ 65.00	\$ 275,340.00	\$ 52.00	\$ 220,272.00	\$ 58.00	\$ 245,688.00	\$ 57.30	\$ 242,722.80
8	310(B)	STABILIZED SUBGRADE	12053	SY	\$ 5.00	\$ 60,265.00	\$ 2.00	\$ 24,106.00	\$ 15.00	\$ 180,795.00	\$ 2.05	\$ 24,708.65
9	325	SEPARATOR FABRIC	13394	SY	\$ 2.50	\$ 33,485.00	\$ 2.00	\$ 26,788.00	\$ 3.00	\$ 40,182.00	\$ 2.00	\$ 26,788.00
10	411(B)	SUPERPAVE, TYPE S3 (PG 70-28 OK)	4365	TON	\$ 115.00	\$ 501,975.00	\$ 118.00	\$ 515,070.00	\$ 125.00	\$ 545,625.00	\$ 110.00	\$ 480,150.00
11	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	282	TON	\$ 110.00	\$ 31,020.00	\$ 118.00	\$ 33,276.00	\$ 131.00	\$ 36,942.00	\$ 123.00	\$ 34,686.00
12	411(C)	SUPERPAVE, TYPE S4 (PG 70-28 OK)	2000	TON	\$ 125.00	\$ 250,000.00	\$ 145.00	\$ 290,000.00	\$ 156.00	\$ 312,000.00	\$ 140.05	\$ 280,100.00
13	411(C)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	141	TON	\$ 120.00	\$ 16,920.00	\$ 160.00	\$ 22,560.00	\$ 200.00	\$ 28,200.00	\$ 182.00	\$ 25,662.00
14	411(D)	SUPERPAVE, TYPE S5 (PG 64-22 OK)	454	TON	\$ 115.00	\$ 52,210.00	\$ 160.00	\$ 72,640.00	\$ 146.00	\$ 66,284.00	\$ 176.00	\$ 79,904.00
15	412	COLD MILLING PAVEMENT	8726	SY	\$ 4.00	\$ 34,904.00	\$ 5.00	\$ 43,630.00	\$ 5.00	\$ 43,630.00	\$ 6.30	\$ 54,973.80
16	509(A)	CLASS AA CONCRETE	6	CY	\$ 750.00	\$ 4,500.00	\$ 1,500.00	\$ 9,000.00	\$ 950.00	\$ 5,700.00	\$ 2,371.00	\$ 14,226.00
17	510(A)	SEGMENTAL BLOCK WALL	80	SY	\$ 100.00	\$ 8,000.00	\$ 45.00	\$ 3,600.00	\$ 200.00	\$ 16,000.00	\$ 133.00	\$ 10,640.00
18	511(A)	REINFORCING STEEL	1090	LB	\$ 1.30	\$ 1,417.00	\$ 2.00	\$ 2,180.00	\$ 3.00	\$ 3,270.00	\$ 2.70	\$ 2,943.00
19	601(B)	TYPE I PLAIN RIPRAP WITH FILTER BLANKET	20	TON	\$ 150.00	\$ 3,000.00	\$ 113.00	\$ 2,260.00	\$ 85.00	\$ 1,700.00	\$ 125.00	\$ 2,500.00
20	609(B)	COMBINED CURB AND GUTTER (6" BARRIER)	2585	LF	\$ 30.00	\$ 77,550.00	\$ 33.00	\$ 85,305.00	\$ 30.00	\$ 77,550.00	\$ 36.00	\$ 93,060.00
21	610(A)	4" CONCRETE SIDEWALK	1154	SY	\$ 70.00	\$ 80,780.00	\$ 65.00	\$ 75,010.00	\$ 75.00	\$ 86,550.00	\$ 91.00	\$ 105,014.00
22	610(I)	WHEELCHAIR RAMP	31	EA	\$ 125.00	\$ 3,875.00	\$ 1,400.00	\$ 43,400.00	\$ 1,250.00	\$ 38,750.00	\$ 1,067.00	\$ 33,077.00
23	610(B)	6" CONCRETE DRIVEWAY (H.E.S)	1538	SY	\$ 150.00	\$ 230,700.00	\$ 72.00	\$ 110,736.00	\$ 95.00	\$ 146,110.00	\$ 77.00	\$ 118,426.00
24	611(A)	MANHOLE (4' DIA), COMPLETE IN PLACE	4	EA	\$ 6,000.00	\$ 24,000.00	\$ 3,000.00	\$ 12,000.00	\$ 5,000.00	\$ 20,000.00	\$ 6,679.00	\$ 26,716.00
25	611(A)	MANHOLE (6' DIA), COMPLETE IN PLACE	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 4,300.00	\$ 4,300.00	\$ 6,000.00	\$ 6,000.00	\$ 8,511.00	\$ 8,511.00
26	611(A)	MANHOLE (8' DIA), COMPLETE IN PLACE	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 12,900.00	\$ 12,900.00	\$ 10,000.00	\$ 10,000.00	\$ 13,774.00	\$ 13,774.00
27	611(G)	CICI DES 2, COMPLETE IN PLACE	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 5,200.00	\$ 10,400.00	\$ 5,000.00	\$ 10,000.00	\$ 7,290.00	\$ 14,580.00
28	611(G)	CICI DES 2(2B), COMPLETE IN PLACE	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 6,700.00	\$ 13,400.00	\$ 6,500.00	\$ 13,000.00	\$ 4,134.00	\$ 8,268.00
29	611(G)	INLET (SMD-TYPE 1)	11	EA	\$ 4,500.00	\$ 49,500.00	\$ 4,400.00	\$ 48,400.00	\$ 4,500.00	\$ 49,500.00	\$ 5,495.00	\$ 60,445.00
30	611(M)	18" CULVERT END TREATMENT	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 1,400.00	\$ 7,000.00	\$ 750.00	\$ 3,750.00	\$ 2,350.00	\$ 11,750.00
31	611(G)	30"X19" CULVERT END TREATMENT	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,144.00	\$ 3,144.00
32	611(L)	10'X10' JUNCTION BOXES	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 13,500.00	\$ 27,000.00	\$ 10,000.00	\$ 20,000.00	\$ 9,220.00	\$ 18,440.00
33	611(L)	12'X10' JUNCTION BOXES	1	EA	\$ 17,500.00	\$ 17,500.00	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,204.00	\$ 19,204.00
34	SPEC	POND OUTFALL STRUCTURE	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 19,369.00	\$ 19,369.00
35	613(A)	15" R.C. PIPE, CLASS III	174	LF	\$ 85.00	\$ 14,790.00	\$ 60.00	\$ 10,440.00	\$ 130.00	\$ 22,620.00	\$ 155.50	\$ 27,057.00
36	613(A)	18" R.C. PIPE, CLASS III	696	LF	\$ 120.00	\$ 83,520.00	\$ 70.00	\$ 48,720.00	\$ 130.00	\$ 90,480.00	\$ 97.50	\$ 67,860.00
37	613(L)	30"X19" ELLIPTICAL, PIPE CLASS III	72	LF	\$ 180.00	\$ 12,960.00	\$ 125.00	\$ 9,000.00	\$ 200.00	\$ 14,400.00	\$ 167.25	\$ 12,042.00
38	SPEC	6'X3' RCB	812	LF	\$ 250.00	\$ 203,000.00	\$ 500.00	\$ 406,000.00	\$ 750.00	\$ 609,000.00	\$ 946.50	\$ 768,558.00
39	SPEC	6'X3' RCB END SECTION	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 10,000.00	\$ 10,000.00	\$ 16,558.00	\$ 16,558.00
40	SPEC	8'X2' RCB	382	LF	\$ 275.00	\$ 105,050.00	\$ 650.00	\$ 248,300.00	\$ 850.00	\$ 324,700.00	\$ 1,224.00	\$ 467,568.00
41	SPEC	5'X2' RCB	338	LF	\$ 225.00	\$ 76,050.00	\$ 375.00	\$ 126,750.00	\$ 750.00	\$ 253,500.00	\$ 1,247.00	\$ 421,486.00
42	SPEC	13'X2' BOX	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00	\$ 75,000.00	\$ 120,000.00	\$ 120,000.00	\$ 325,327.00	\$ 325,327.00
43	619(A)	REMOVAL OF STRUCTURES & OBSTRUCTIONS	1	LSUM	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	\$ 25,000.00	\$ 25,000.00	\$ 154,802.00	\$ 154,802.00
44	619(B)	REMOVAL OF CONC. PVMT W/ ASPHALT OVERLAY	5883	SY	\$ 15.00	\$ 88,245.00	\$ 11.00	\$ 64,713.00	\$ 35.00	\$ 205,905.00	\$ 39.90	\$ 234,731.70
45	619(B)	REMOVAL OF CURB AND GUTTER	835	LF	\$ 10.00	\$ 8,350.00	\$ 2.00	\$ 1,670.00	\$ 18.00	\$ 15,030.00	\$ 18.05	\$ 15,071.75
46	619(B)	REMOVAL OF SIDEWALK	658	SY	\$ 15.00	\$ 9,870.00	\$ 5.00	\$ 3,290.00	\$ 27.00	\$ 17,766.00	\$ 22.50	\$ 14,805.00
47	619(B)	REMOVAL OF DRIVEWAYS	1538	SY	\$ 12.00	\$ 18,456.00	\$ 7.00	\$ 10,766.00	\$ 27.00	\$ 41,526.00	\$ 19.30	\$ 29,683.40
48	619(B)	REMOVAL OF FENCE	170	LF	\$ 5.00	\$ 850.00	\$ 2.00	\$ 340.00	\$ 8.00	\$ 1,360.00	\$ 26.50	\$ 4,505.00
49	624	ORNAMENTAL FENCE (WHITE VINYL)	130	LF	\$ 40.00	\$ 5,200.00	\$ 43.00	\$ 5,590.00	\$ 150.00	\$ 19,500.00	\$ 152.05	\$ 19,766.50

50	629(D)	REMOVE AND RESET MAILBOX	6	EA	\$ 500.00	\$ 3,000.00	\$ 620.00	\$ 3,720.00	\$ 250.00	\$ 1,500.00	\$ 710.00	\$ 4,260.00
51	641	MOBILIZATION	1	EA	\$ 100,000.00	\$ 100,000.00	\$ 82,000.00	\$ 82,000.00	\$ 244,000.00	\$ 244,000.00	\$ 190,330.00	\$ 190,330.00
52	642	CONSTRUCTION STAKING	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00	\$ 7,385.00	\$ 7,385.00
53	640(A)	FIELD OFFICE	1	EA	\$ 50,000.00	\$ 50,000.00	\$ 7,000.00	\$ 7,000.00	\$ 25,000.00	\$ 25,000.00	\$ 10,995.00	\$ 10,995.00
54	850(A)	SHEET ALUMINUM SIGNS	61	SF	\$ 25.00	\$ 1,525.00	\$ 30.00	\$ 1,830.00	\$ 25.00	\$ 1,525.00	\$ 35.56	\$ 2,169.16
55	851(C)	1 3/4" SQUARE TUBE POST	90	LF	\$ 14.00	\$ 1,260.00	\$ 20.00	\$ 1,800.00	\$ 17.25	\$ 1,552.50	\$ 17.80	\$ 1,602.00
56	855(A)	TRAFFIC STRIPE (PLASTIC) (YELLOW, 4" WIDE)	15626	LF	\$ 1.50	\$ 23,439.00	\$ 1.00	\$ 15,626.00	\$ 2.85	\$ 44,534.10	\$ 0.89	\$ 13,907.14
57	855(A)	TRAFFIC STRIPE (PLASTIC) (WHITE, 4" WIDE)	1789	LF	\$ 1.50	\$ 2,683.50	\$ 1.00	\$ 1,789.00	\$ 2.85	\$ 5,098.65	\$ 0.89	\$ 1,592.21
58	855(A)	TRAFFIC STRIPE (PLASTIC) (YELLOW, 8" WIDE)	372	LF	\$ 4.50	\$ 1,674.00	\$ 6.00	\$ 2,232.00	\$ 6.00	\$ 2,232.00	\$ 5.93	\$ 2,205.96
59	855(A)	TRAFFIC STRIPE (PLASTIC) (WHITE, 24" WIDE)	479	LF	\$ 15.00	\$ 7,185.00	\$ 12.00	\$ 5,748.00	\$ 17.25	\$ 8,262.75	\$ 11.85	\$ 5,676.15
60	855(B)	TRAFFIC STRIPE (PLASTIC ARROWS)	8	EA	\$ 400.00	\$ 3,200.00	\$ 300.00	\$ 2,400.00	\$ 500.00	\$ 4,000.00	\$ 296.32	\$ 2,370.56
61	880(K)	CONSTRUCTION TRAFFIC CONTROL	1	LSUM	\$ 75,000.00	\$ 75,000.00	\$ 62,000.00	\$ 62,000.00	\$ 75,000.00	\$ 75,000.00	\$ 59,264.11	\$ 59,264.11
62	SPEC	AC PATCH	650	SY	\$ 900.00	\$ 585,000.00	\$ 160.00	\$ 104,000.00	\$ 400.00	\$ 260,000.00	\$ 116.83	\$ 75,939.50
63	SPEC	POND IMPROVEMENTS	1	LSUM	\$ 25,000.00	\$ 25,000.00	\$ 5,200.00	\$ 5,200.00	\$ 75,000.00	\$ 75,000.00	\$ 58,275.00	\$ 58,275.00
64	616(A)	8" PVC PIPE (C-900), RJ, CIP	573	LF	\$ 110.00	\$ 63,030.00	\$ 125.00	\$ 71,625.00	\$ 185.00	\$ 106,005.00	\$ 117.50	\$ 67,327.50
65	616(D)	8" GATE VALVE	6	EA	\$ 4,000.00	\$ 24,000.00	\$ 1,500.00	\$ 9,000.00	\$ 3,000.00	\$ 18,000.00	\$ 2,481.50	\$ 14,889.00
66	616(O)	8" 22.55-DEGREE BEND, RJ, CIP	4	EA	\$ 1,600.00	\$ 6,400.00	\$ 850.00	\$ 3,400.00	\$ 700.00	\$ 2,800.00	\$ 708.00	\$ 2,832.00
67	616(O)	8" 90-DEGREE BEND, RJ, CIP	2	EA	\$ 1,600.00	\$ 3,200.00	\$ 750.00	\$ 1,500.00	\$ 650.00	\$ 1,300.00	\$ 751.00	\$ 1,502.00
68	616(O)	8" 45-DEGREE VERT. BEND, RJ, CIP	8	EA	\$ 2,000.00	\$ 16,000.00	\$ 750.00	\$ 6,000.00	\$ 750.00	\$ 6,000.00	\$ 680.00	\$ 5,440.00
69	616(T)	8"X8"X8" TEE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 950.00	\$ 950.00	\$ 1,000.00	\$ 1,000.00	\$ 958.00	\$ 958.00
70	616(K)	8" SOLID SLEEVE	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 1,000.00	\$ 5,000.00	\$ 750.00	\$ 3,750.00	\$ 635.00	\$ 3,175.00
71	616(G)	3-WAY FIRE HYDRANT, COMPLETE IN PLACE	3	EA	\$ 6,000.00	\$ 18,000.00	\$ 8,500.00	\$ 25,500.00	\$ 7,500.00	\$ 22,500.00	\$ 7,411.00	\$ 22,233.00
72	616(G)	WATER METER RELOCATION	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 1,200.00	\$ 6,000.00	\$ 2,500.00	\$ 12,500.00	\$ 3,823.00	\$ 19,115.00
73	616(N)	WATER SERVICE RECONNECTION	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 750.00	\$ 3,750.00	\$ 1,000.00	\$ 5,000.00	\$ 4,712.00	\$ 23,560.00
74	COB 315	CONNECT TO EXISTING MANHOLE	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,531.00	\$ 5,531.00
75	615(A)	8-INCH PVC SDR-26 SEWER PIPE (CIP)	45	LF	\$ 100.00	\$ 4,500.00	\$ 200.00	\$ 9,000.00	\$ 85.00	\$ 3,825.00	\$ 155.00	\$ 6,975.00
76	615(B)	8X4 SEWER SERVICE TEE & RISER (CIP)	1	EA	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 531.00	\$ 531.00
77	SPEC	ALLOWANCE	1	LSUM	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
BID TOTAL: \$							4,110,763.50	\$ 3,577,222.00	\$ 5,194,110.50	\$ 5,555,344.69		
								\$ 3,524,222.00				

Legend:

Math Error

Actual bid based on corrected math errors

Bid amount read at Bid Opening

Prepared By:

Justin S. Dowd

Justin S. Dowd, P.E., Oklahoma Registration No. 31659
City Engineer

