

Payne County Board of Commissioners
Regular Meeting, September 19, 2016, 9:00 a.m.
Payne County Administration Building; 315 W. 6th Avenue
Gloria Hesser Commissioners' Meeting Room, Suite 200/201

AGENDA

- I. Meeting called to order by Chairman
- II. Invocation and Flag Salute
- III. Minutes
 - A. Approval of September 12, 2016
- IV. Miscellaneous items from the Audience (no action will be taken)
- V. Discussion and Possible Action on Bid Openings- 9:30 A.M.
 - 1. Bid #2017-22 Asphalt Overlay of Yost from Brushcreek to 1/2 mile east of Hwy 108 - D1
- VI. Discussion and Possible Action on Evaluations
- VII. Discussion and Possible Action on Reports from Officers and Boards
 - A. Weight Restrictions on Paved County Roads
 - B. Resolution #2016-30 Rescinding & Repealing Res. #2005-02, Imposing restrictions as to Weights of vehicles being operated on paved county roads within Payne County
 - C. Resolution #2016-32 Adopting Current Version of Floodplain Management Regulations
 - D. Appointment of Yale EMS Board - D1
 - E. Invoice for Bridge Inspections - D3
 - F. Temporary Easement - Sandra Morgan Trustee - 68th St Box Culvert - D3
 - G. Contract with North Central, 68th St Box Culvert - D3
 - H. Contract with Guy Engineering, 80th & Karsten Creek Bridge - D3
 - I. Contract with Guy Engineering, 80th west of Coyle Rd Bridge - D3
 - J. Request for Traffic Control Signs
 - K. Ingress and Egress Agreements
 - 1. Leora Barrows - D1
 - L. Removal of Equipment Items from Inventory
 - M. Appointment of Requisitioning and Receiving Officers
- VIII. Discussion and Possible Action on Financials
 - A. Cash Appropriations
 - B. Transfer of Appropriations
 - C. Purchase Orders: List of the purchase orders will be available at the meeting, or from the County Clerk
 - 1. New
 - 2. Blanket
 - 3. Tabled
 - 4. Disallowed
 - 5. Payroll/Longevity
 - D. Monthly Reports of Officers
- IX. Discussion and Possible Action on
 - A. Telephone and Utility Permits
 - B. Road Crossing
- X. Public Announcements from the Board (no action will be taken)
- XI. New Business
- XII. Adjournment

PAYNE COUNTY
GLENN A CRAIG
COUNTY CLERK

2016 SEP 15 P 3:36

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

The Payne County Board of County Commissioners met in a regular meeting of the board at 9:00 a.m. on **Monday, Sept. 12, 2016** at the Payne County Administration Building, Gloria Hesser Commissioner Meeting Room 200, located in Stillwater, Oklahoma.

Chairman Bradley called the meeting to order: at 9:00 a.m.

The following members were present: Chairman- Kent Bradley, District 3, Chris Reding, Commissioner District 2, Zach Cavett, District 1, Glenna Craig, County Clerk, Lowell Barto, Assistant District Attorney. A moment of silence was observed in memory of the events of Sept. 11th. Flag Salute to our country by Kent Bradley.

Approve minutes of the previous meeting of the board: Minutes of the Sept. 6th meeting was presented for approval. Motion by Cavett to approve the minutes of Sept. 6th as presented, second by Reding. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

Miscellaneous items from the audience: Brent Ponkow appeared before the board to follow up from a previous visit of July 11th. Ponkow stated the road in front of his home is maintained by ODOT and was in need of repair. He had requested District 1 act as a liaison between himself and ODOT by contacting them in regards to repairing the road. Cavett stated he would contact Mr. Ponkow and let him know what will happen.

Discussion and Possible action on Bid Openings 9:30 a.m.: Bid #2017-21 68th St. Box Cluvert-D3.

BID # 2017-21

REPLACE ONE (1) BOX CULVERT ALONG E. 68TH STREET JUST West OF STILLWATER CREEK
PAYNE COUNTY COMMISSIONER, DISTRICT #3
KENT BRADLEY

1. RAILROAD YARD SERVICES
PO BOX 2283
STILLWATER, OK 74076

2. CIMARRON CONSTRUCTION COMPANY
7409 NW 85TH STREET
OKLAHOMA CITY, OK 73132

3. CHEROKEE BUILDERS
2005 N 167TH E AVENUE
TULSA, OK 74116

4. NORTH CENTRAL CONSTRUCTION CO.
8220 N. PERKINS RD
STILLWATER, OK 74075

Discussion and Possible Action on Evaluations: Payne County Commissioner Kent Bradley District #3 accepted North Central Construction Co. as low bidder for Bid # 2017-21. Motion by Bradley to accept North Central Construction as low bidder, second by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.

Discussion and Possible Action on Reports from Officers and Boards

- **Resolution #2016-31 Direct Appropriations of Reimbursement Funds-Election Board:** Bradley read Resolution 2016-31; Whereas, Oklahoma Statute Title 62 Section 335 authorized the governing board to direct monies received for reimbursement of services into the account from which the expense was paid; And Whereas, the Payne County Election Board from time to time during elections will incur overtime cost for employees, payment of board members and various other operational expenses; and Whereas these costs are expenses of the election; And Whereas the Payne County Election Board will receive reimbursement for said election expenses from the responsible entities; Now Therefore Be It Resolved, the Payne County Commissioners authorize the direct appropriation for said reimbursements into the Election Board Personnel Services, Maintenance and Operations and/or General Fund Account, And Be It Further Resolved said appropriations will be certified on SA & I form 313 by the proper authorities. Passed and approved this 12th day of September, 2106.

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

Motion by Bradley to approve Resolution 2016-31 as presented, second by Cavett. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.

- **Appointment of Yale EMS Board-D1:** Cavett presented recommendations from Yale Fire Chief, Josh Robinson for the appointment to the Yale EMS Board. Cavett stated he contacted each person on the list and presented the interview questions and answers to the board for review. Motion by Cavett to table item B until the next meeting, second by Reding. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.
- **Resolution #2016-32 Adopting Current Version of Floodplain Management Regulations:** Bradley asked Assistant District Attorney Lowell Barto if he had reviewed the Floodplain Management Regulations resolution and Barto advised not to pass Resolution 2016-32 until it could be revised. Motion by Reding to table 2016-32 until it can be corrected, second by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.
- **Request for Traffic Control Signs:**
 1. Resolution #2016-26 4 way stop at 32nd & Boomer Rd; Whereas, Title 60 O.S. 1991 Sec. 601 vests jurisdiction over county roads and highways in the county commission, and Whereas Title 47 O.S. 1991 Sec. 14-113 specifies certain powers of the county commission with respect to the regulation of traffic on local highways, and Now Therefore, Be It Resolved, that the Payne County Board of Commissioners will make the intersection of 32nd and Boomer Rd a four way stop. Presented to and approved this 12th day of September, 2016. Motion by Bradley to approve Resolution 2016-26 as presented, second by Cavett. Roll Call Vote: Bradley-Yes, Cavett-Yes, Reding-Yes.
 2. Resolution #2016-27 Speed Limit 30 mph on Boomer Rd from 32nd to Hwy 177; Whereas, Title 60 O.S. 1991 Sec. 601 vests jurisdiction over county roads and highways in the county commission, and Whereas, Title 47 O.S. 1991 Sec. 14-113 specifies certain powers of the county commission with respect to the regulation of traffic on local highways, and Now Therefore, Be It Resolved, that the Payne County Board of Commissioners will lower the speed limit to 30 mph on Boomer Rd from 32nd to Hwy 177. Presented to and approved this 12th day of September, 2016. Motion by Bradley to approve Resolution 2016-27 as presented, second by Cavett. Roll Call Vote: Cavett-Yes, Reding-Yes, Bradley-Yes.
 3. Resolution #2016-28 Speed Limit 30 mph on 32nd from Boomer Rd to Hwy 177; Whereas, Title 69 O.S. 1991 Sec. 601 vests jurisdiction over county roads and highways in the county commission, and Whereas, Title 47 O.S. 1991 Sec. 14-113 specifies certain powers of the county commission with respect to the regulation of traffic on local highways, and Now Therefore, Be It Resolved, that the Payne County Board of Commissioners will lower the speed limit to 30 mph on 32nd from Boomer Rd to Hwy 177. Presented to and approved this 12th day of September, 2016. Motion by Reding to accept Resolution 2016-28, second by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.
 4. Resolution #2016-29 Pedestrian Crosswalk on Boomer Rd at Central Electric Cooperative; Whereas, Title 60 O.S. 1991 Sec. 601 vests jurisdiction over county roads and highways in the county commission, and Whereas, Title 47 O.S. 1991 Sec. 14-113 specifies certain powers of the county commission with respect to the regulation of traffic on local highways, and Now Therefore, Be It Resolved, that the Payne County Board of Commissioners will make a pedestrian crosswalk at the 3300 block of S. Boomer Rd. Presented to and approved this 12th day of September, 2016. Motion by to Reding to accept 2016-29, second by Cavett. Roll Call Vote: Bradley-Yes, Reding-Yes, Cavett-Yes.
- **Ingress and Egress Agreement:** The following Ingress and Egress Agreement was presented; Cavett stated his agreement was with James Matlock, Sec. 8-T18N-R6E SW1/4 to clear the fence line, built the road up and improve the drivability. Motion by Cavett to approve the Ingress and Egress as presented, second by Reding. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.
- **Removal of Equipment items from Inventory:** None presented at this time.
- **Appointment of Requisitioning and Receiving Officers:** None presented at this time.

Discussion and Possible Action on Financials

- **Cash Appropriations:** None presented at this time.

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

- Transfer of Appropriations: None presented at this time.

- Purchase Orders: New: The following Purchase Orders were presented; FY 2015-16 \$202,168.90, FY 2016-2017 \$182,982.61; 2015-2016 COUNTY GENERAL: 5261, CHIEF FIRE AND SAFETY, 199821.40, 3500 GALLON TANKER; 5262, BEASLEYS TECHNOLOGY, INC., 1645.00, MICROSOFT OFFICE 365; HIGHWAY CASH: 1872, CITY OF CUSHING, 702.50, WATER; 2016-2017 COUNTY GENERAL: 749, STATE AUDITOR & INSPECTOR, 10725.00, FY 2016-2017; 750, STATE AUDITOR & INSPECTOR, 19077.96, FY 2016-2017; 751, B & C BUSINESS PRODUCTS, INC., 438.97, AUGUST BLANKET; 752, RELX INC, DBA LEXIS NEXIS, 85.00, SUBSCRIPTION; 753, QUALITY WATER SERVICES, 119.05, AUGUST BLANKET; 754, DEARINGER PRINTING & TROPHY, 349.90, AUGUST BLANKET; 755, CINTAS FIRST AID & SAFETY, 131.89, AUGUST BLANKET; 756, GRIMSLEYS, INC., 52.49, AUGUST BLANKET; 757, LOCKE SUPPLY, 199.11, AUGUST BLANKET; 758, STAPLES, 194.25, JULY BLANKET; 759, DEARINGER PRINTING & TROPHY, 558.13, JULY BLANKET; 760, P & K EQUIPMENT, INC., 221.46, JULY BLANKET; 761, GRIMSLEYS, INC., 463.73, SUPPLIES; 762, OKLA. JUVENILE JUSTICE, 302.38, JUVENILE DET; 763, BEASLEYS TECHNOLOGY, INC., 82.00, LICENSE & SUPPORT; 764, M POWER INC., 150.00, JANITORIAL SERVICES; 765, POSTAL PACK & SHIP, 76.59, POSTAGE; 766, CHICKASAW, 2577.50, UTILITY BILL; 767, BEASLEYS TECHNOLOGY, INC., 125.00, DOMAIN RENEWAL; 768, BUSSELL PEST CONTROL, 100.00, PEST CONTROL SERVICES; 769, A T & T MOBILITY, 25.43, UTILITY BILL; 770, A T & T MOBILITY, 195.39, UTILITY BILL; 771, CHICKASAW, 1412.59, UTILITY BILL; 772, COMDATA, 331.91, AUGUST BLANKET; 773, OAKES SERVICE CENTER, 205.50, AUGUST BLANKET; 774, MERRIFIELD OFFICE SUPPLY, 62.75, AUGUST BLANKET; 775, QUALITY WATER SERVICES, 35.00, AUGUST BLANKET; 776, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 159.00, CAMERA; 777, B & C BUSINESS PRODUCTS, INC., 55.97, SUPPLIES; 778, CRAIG COUNTY, 625.00, JUVENILE DET; 779, HOLLEYMAN GREG, 111.24, TRAVEL; 780, UNIFIRST, 179.31, AUGUST BLANKET; 781, STAPLES, 28.00, AUGUST BLANKET; 782, BUNNEY ELECTRIC CO., INC., 756.84, REPAIRS; 783, FOUNTAIN SQUARE CLEANERS, 492.00, AUGUST BLANKET; 784, INDUSTRIAL CHEMIST, INC., 450.00, AUGUST BLANKET; 785, M POWER INC., 75.00, CLEANING SERVICES; 786, CUSHING CITIZEN, 62.52, AUGUST BLANKET; 787, BUSSELL PEST CONTROL, 75.00, PEST CONTROL SERVICES; 788, STC/BUSINESS WORLD, 284.48, CONTRACT BASE RATE; 789, DELPHIA PUBLISHING, LLC, 373.65, AUGUST BLANKET; 790, STC/BUSINESS WORLD, 347.67, CONTRACT BASE RATE; 791, ARTHUR ELECTRICAL SERVICES, 395.00, AUGUST BLANKET; 792, BOB HOWARD DODGE, 133.49, AUGUST BLANKET; 793, CENTRAL LAWN AND LANDSCAPE, 390.00, AUGUST BLANKET; 794, CENTRAL LAWN AND LANDSCAPE, 1290.00, AUGUST BLANKET; 795, FLEETCOR TECHNOLOGIES, 396.28, AUGUST BLANKET; 796, AAP FINANCIAL SERVICES, 316.99, AUGUST BLANKET; 797, UNIFIRST, 602.60, JULY BLANKET; 798, GALLS, INC., 228.85, BATTERY STICK; 799, COMDATA, 7204.45, AUGUST BLANKET; 800, CREDIT CARD OPERATIONS, 4878.38, AUGUST BLANKET; 801, REDING CHRIS, 69.12, TRAVEL; 802, SPATIALEST, 9500.00, SALES ORDER; 803, KINNUNEN SALES & RENTALS,, 184.98, AUGUST BLANKET; 804, B & C BUSINESS PRODUCTS, INC., 63.04, AUGUST BLANKET; 805, SPATIALEST, 10000.00, SALES ORDER; 806, UNIFIRST, 788.06, AUGUST BLANKET; HIGHWAY CASH: 246, KINNUNEN SALES & RENTALS,, 6.19, AUGUST BLANKET; 247, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 106.58, AUGUST BLANKET; 248, TIMS SEPTIC TANK CLEANING, 100.00, SEPTIC SERVICES; 249, STILLWATER STEEL AND, 145.18, AUGUST BLANKET; 250, A T & T MOBILITY, 59.04, UTILITY BILL; 251, FRONTIER FIRE PROTECTION, 117.20, AUGUST BLANKET; 252, WARREN CAT, 1944.01, FILTERS; 253, BURK OIL COMPANY, 725.04, DEF FLUID; 254, NAPA AUTO PARTS, 1009.89, AUGUST BLANKET; 255, WARREN CAT, 208.99, AUGUST BLANKET; 256, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 73.36, SUPPLIES; 257, A T & T MOBILITY, 103.52, UTILITY BILL; 258, STILLWATER MILL AGRI CENTER, 153.89, AUGUST BLANKET; 259, STILLWATER NEWSPRESS, 122.81, ADVERTISING; 260, FRANKS DIESEL, 185.00, AUGUST BLANKET; 261, JOHN DEERE FINANCIAL, 314.04, T-POSTS; 262, KINNUNEN SALES & RENTALS,, 1197.72, PARTS; 263, LIONEL HARRIS OIL CO., INC., 2895.75, FUEL; 264, COMPLIANCE RESOURCE GROUP, 170.00, DRUG & ALCOHOL TESTING; 265, C. L. BOYD CO., INC., 11.77, GASKETS; 266, QUAPAW CO., INC., 19151.24, HAULING; 267, AMERICAN WELDING SUPPLY, 389.20, AUGUST BLANKET; 268, JOHN DEERE FINANCIAL, 91.87, AUGUST BLANKET; 269, LOWE S COMPANIES, INC., 540.53, POWER WASHER; 270, DIRECT DISCOUNT TIRE OF, 3858.48, TIRES; 271, WELDON PARTS, 253.81, CAMSHAFT; 272, CORPORATE BILLING LLC, 76.23, SEAT COVER; 273, HARRIS GAS STATIONS, 90.95, TIRE SERVICES; 274, UNIFIRST, 724.12, AUGUST BLANKET; 275, O REILLY AUTOMOTIVE, INC., 116.84, AUGUST BLANKET; 276, LIONEL HARRIS OIL CO., INC., 150.40, AUGUST BLANKET; 277, AMERICAN WELDING SUPPLY, 446.18, JULY BLANKET; 278, EAGLE PUMP AND SUPPLY, LLC., 220.12, JULY BLANKET; 279, FLEETPRIDE, INC., 922.95, AUGUST BLANKET; 280, DIRECT DISCOUNT TIRE OF, 1827.16, TIRES; 281, DIRECT DISCOUNT TIRE OF, 909.48, TIRES; 282, INDUSTRIAL OILS UNLIMITED, 365.75, OIL; 283, FLEETPRIDE, INC., 276.91, SEAL KITS; 284, COWBOY TIRE LLC, 395.00, PUMP FLUID; 285, AMERICAN WELDING SUPPLY, 693.00, CYLINDER LEASE; 286, DIRECT DISCOUNT TIRE OF, 355.44, TIRES; 287, CITY OF CUSHING, 414.19, UTILITY BILL; 288, CITY OF CUSHING, 6.00, UTILITY BILL; 289, NAPA AUTO PARTS, 1692.36, AUGUST BLANKET; 290, HARRIS GAS STATIONS, 726.65, AUGUST BLANKET; 291, STILLWATER NEWSPRESS, 122.81, PUBLICATIONS; BOARD OF PRISONERS: 7, EARTHGRAINS BAKING CO. INC., 3091.65, AUGUST BLANKET; HEALTH DEPARTMENT: 71, ALLIANCE MAINTENANCE, INC., 1975.00, JANITORIAL SERVICES; 72, STC/BUSINESS WORLD, 426.90, EQUIPMENT MAINTENANCE; 73, PITNEY BOWES, 151.95, LEASING/MAINTENANCE; 74, MELOY, CURTIS, 81.00, TRAVEL; 75, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 221.30, AUGUST BLANKET; 76,

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

FENTON OFFICE MART, 202.63, AUGUST BLANKET; 77, OK QUALITY PRINTING, 162.00, ENVELOPES; 78, CIMARRON ELECTRIC, 98.50, REPAIRS; 79, CIMARRON ELECTRIC, 650.00, REPAIR; 80, LEKTRON LIGHTING, 406.57, BULBS; 81, LOWE S COMPANIES, INC., 56.05, AUGUST BLANKET; 82, CENTRAL LAWN AND LANDSCAPE, 630.00, AUGUST BLANKET; 83, B & C BUSINESS PRODUCTS, 50.81, AUGUST BLANKET; 84, BEN WELCH LANDSCAPE CARE, 750.00, AUGUST BLANKET; 85, SHRED-IT, 324.73, AUGUST BLANKET; 86, STILLWATER NEWSPRESS, 545.00, MEDICAL DIRECTORY; 87, PEARSON CLINICAL ASSESSMENT, 286.20, SENSORY PROFILE; 88, MOORE MEDICAL CORP., 247.53, SUPPLIES; SHERIFF SERVICE FEE: 49, NAPA AUTO PARTS, 3274.53, AUGUST BLANKET; 50, EBERLESTOCK, 84.85, PARTS; 51, LOWE S COMPANIES, INC., 522.48, AUGUST BLANKET; 52, BEST BUY BUSINESS ADVANTAGE, 164.43, AUGUST BLANKET; 53, PERKINS ROAD PET CLINIC, INC., 60.82, MEDICATION; 54, STILLWATER MILL AGRI CENTER, 23.93, AUGUST BLANKET; MECHANIC LIEN FEE: 15, FENTON OFFICE MART, 57.55, SUPPLIES; FAIRBOARD CASH: 50, DEARINGER PRINTING & TROPHY, 124.85, SPONSOR SHEETS; 51, KINNUNEN SALES & RENTALS, 3003.50, BOX FANS; 52, STILLWATER MILL AGRI CENTER, 897.68, SUPPLIES; 53, RETAIL FINANCE CREDIT SERVICES, ATTN: DONNA PRING, 719.17, SUPPLIES; 54, RED ROCK BAKERY, 261.69, SUPT. LUNCHEON; 55, GRIMSLEYS, INC., 1333.37, SUPPLIES; 56, BATES STEVE & DEBRA, 178.00, MEAL TICKETS; 57, SHARP STEVE, 250.00, MEAL TICKETS; 58, KOCH JONATHAN, 129.00, MEAL TICKETS; 59, VICKERS JUSTIN, 106.00, MEAL TICKETS; 60, WILSON, RON, 182.50, MEAL TICKETS; 61, FALCO ALARM CO., INC., 360.00, ANNUAL MONITORING SERVICE; 62, NAPA AUTO PARTS, 107.78, BATTERY; 63, CHEM-CAN SERVICES, INC., 1570.00, PORT A POTTIES; 64, RED ROCK BAKERY, 335.39, LUNCHEON; 65, CHICKASAW, 680.00, INTERNET SERVICES; 66, REPUBLIC SERVICES # 789, 900.38, TRASH SERVICES; 67, UNITED RENTALS INC., 473.95, RENTAL; 68, MIDWEST DECORATING, 1309.50, CURTAINS; 69, A T & T MOBILITY, 133.14, UTILITY BILL; JAIL OPERATION & MAINTENANCE: 73, FIFTY ONE EAST WATER DISTRICT, 162.72, WATER USAGE; 74, WIN WHOLESALE COMMERCIAL, 173.90, AUGUST BLANKET; 75, QUALITY WATER SERVICES, 172.60, AUGUST BLANKET; 76, BEN E. KEITH OKLAHOMA, 8545.24, AUGUST BLANKET; 77, FASTENAL COMPANY, 155.34, AUGUST BLANKET; 78, COMDATA, 2788.84, AUGUST BLANKET; 79, CREDIT CARD OPERATIONS, 1165.13, AUGUST BLANKET; 80, SYSCO FOOD, INC., 12274.16, AUGUST BLANKET; SOLID WASTE: 17, A T & T MOBILITY, 224.79, UTILITY BILL; E 911: 16, A T & T, 565.22, UTILITY BILL; 17, A T & T, 565.22, UTILITY BILL; 18, A T & T, 352.92, UTILITY BILL; 19, A T & T, 565.22, UTILITIES; 20, PIONEER TELEPHONE COOPERATIVE, 67.43, UTILITY BILL; 67-1/6TH FIRE DEPARTMENTS: 16, TOTAL RADIO INC, 2825.00, MOBILE RADIO; 78-3/8TH SALES TAX: 35, LEISTER SUMMER, 397.50, TRAVEL; 36, CHIEF FIRE AND SAFETY, 178.60, BALANCE DUE; 37, SHENOLD, ROBBIE S., 3.24, TRAVEL; 38, CASTONGUAY, CHELSEA, 87.48, TRAVEL; 39, BINHACK CHRIS, 51.30, TRAVEL; 40, ELMORE JASON, 67.50, TRAVEL; 41, VENABLE CARL, 191.16, TRAVEL; 42, DIXON JESSICA, 156.60, TRAVEL; 43, BROOKS JERRY, 32.40, TRAVEL; 44, STEWART PAUL, 48.60, TRAVEL; 45, DYE, LARRY A., 54.00, TRAVEL; 46, TIPTON, KAY, 111.24, TRAVEL; 47, FUSS CONNIE, 23.76, TRAVEL; 48, JOHNSON LORI, 70.20, TRAVEL; 49, STONE DOROTHY, 19.44, TRAVEL;

- **Blanket:** None presented at this time.
- **Tabled:** None presented at this time.
- **Disallowed:** None presented at this time.
- **Payroll/Longevity:** None presented at this time.

Motion by Cavett to approve Purchase Orders upon signature, second by Reding. Roll Call Vote: Bradley-Yes, Cavett-Yes, Reding-Yes.

- **Monthly Reports of Officers:** The following Monthly Reports of Officers were presented; Collections for August, County Clerk, \$114,568.41, Assessor, \$ 464.00, Sheriff, \$56,748.57. Bradley presented the Jail's Food report for the month of August-\$23,911.05 with \$12,274.00 for Sisco Foods, \$8545.00 from Ben E. Keith Foods and \$3091.00 for EarthGrains. Bradley stated the 3/8 Sales Tax for August was \$339,313.84, down 7% from the previous year. Monthly Highway Cash for Dist. 1 and Dist. 3 was reported that the Gross Production was down 4% from the previous month and the overall Highway Cash was down 8% from the previous month and 25% from the previous year. Motion by Reding to accept the Monthly Reports, second by Cavett. Roll Call Vote: Cavett-Yes, Bradley-Yes, Reding-Yes.

Discussion and Possible Action on

- **Telephone and Utility Permits:** None presented at this time.
- **Road Crossing:** The following Road Crossing permits were presented: D3-Permit #16-106 - #16-108, H2 Services LLC. Motion by Bradley to approve road crossing permits as presented, second by Cavett. Roll Call Vote: Reding-Yes, Cavett-Yes, Bradley-Yes.

**Official Minutes of
PAYNE COUNTY
BOARD OF COUNTY COMMISSIONERS**

Public Announcements from the Board (no action will be taken): None presented at this time.

New Business: None presented at this time.

Adjournment: Motion by Reding to adjourn, second by Cavett. Roll Call Vote: Cavett-Yes, Reding-Yes, Bradley-Yes.

Minutes of the Board attested to

By _____
Glenna Craig, Payne County Clerk
Seal of office

Approved by the Board of Commissioners

On the ____ day of _____ 2016

Chairman _____

Commissioner _____

Commissioner _____

FOR 9-19-16

**BOARD OF COUNTY COMMISSIONERS
OF PAYNE COUNTY, STATE OF OKLAHOMA**

RESOLUTION NO. #2005-02

*This one is
being Rescinded
& Repealed*

**A RESOLUTION IMPOSING RESTRICTIONS AS TO THE WEIGHTS OF
VEHICLES OPERATED UPON PAVED COUNTY ROADS WITHIN
PAYNE COUNTY, OKLAHOMA**

WHEREAS, Title 69 O.S. 2001 Section 601 vests jurisdiction over county roads and highways to the Board of County Commissioners;

WHEREAS, Title 47 O.S.Supp. 2002 Section 47-113 authorizes boards of county commissioners to impose restrictions as to the weights of vehicles to be operated upon county highways in order to prevent serious damage or destruction to such highways which may be caused by deterioration; and

WHEREAS, the operation of motor vehicles having a gross vehicle weight in excess of the gross vehicle weights set forth below upon county roads or highways that have been improved by asphalt overlay or by chip and seal overlay has caused, and will continue to cause, deterioration of the surface of such improved county roads unless prohibited or restricted; and

WHEREAS, the Board of County Commissioners of Payne County, Oklahoma desires to impose restrictions as to the weights of vehicles to be operated upon paved highways which are a part of the county highway system under their jurisdiction; and

WHEREAS, the Board of County Commissioners of Payne County, Oklahoma by resolution previously adopted established a vehicle weight restriction of thirty thousand (30,000) pounds gross vehicle weight, but that such restriction failed to take into account vehicles having multiple axles; and

WHEREAS, the Board of County Commissioners of Payne County, Oklahoma desires to revise the existing restriction as to the weight of vehicles to take into account vehicles containing varying numbers of axles, and to impose restrictions as to the weights of vehicles containing multiple axles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PAYNE COUNTY, STATE OF OKLAHOMA:

Section 1: That the following restrictions as to the weights of vehicles traveling the paved highways which are a part of the county highway system of Payne County, Oklahoma be and they are hereby imposed, to-wit:

<u>Number of Axles</u>	<u>Gross Vehicle Weight Limit</u>
Two (2)	44,000 pounds
Three (3) (front and tandem duals)	65,000 pounds
Four (4) (front and tandem duals, with "drop down" single wheels)	73,000 pounds

Regardless of the number of axles, no vehicle with a gross vehicle weight in excess of 84,000 pounds shall be operated on the paved highways which are a part of the county highway system of Payne County, Oklahoma. Provided, any vehicle for which an annual special overload permit has been issued pursuant to the provisions of Title 47 O.S.Supp. 2002, Section 14-109, or any future amendment thereto, shall be excepted from the gross vehicle weight restrictions imposed by this resolution.

Section 2: That appropriate signs shall be erected to inform operators of vehicles of the gross vehicle weight restrictions.

Section 3: That pursuant to the authority granted to them by Oklahoma statute, the Board of County Commissioners of Payne County, Oklahoma reserves the right to prohibit the operation of vehicles, or to impose more restrictive weight limits, on any particular highway, detour or bridge whenever it finds that any such highway, detour or bridge by reason of deterioration, rain, snow or other climatic conditions will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or the permissible weight limit reduced.

Section 4. That this resolution shall take effect from and after the date that a certified copy of this resolution is delivered to the Oklahoma Department of Public Safety pursuant to Title 47 O.S.Supp. 2002, Section 14-113.

PASSED, APPROVED, RESOLVED AND ADOPTED this 10 day of January, 2005.

**BOARD OF COUNTY COMMISSIONERS OF
PAYNE COUNTY, STATE OF OKLAHOMA**

Gloria Hesser
Gloria Hesser, Chairman

Bill Deering
Bill Deering, Member

Jim Arthur
Jim Arthur, Member



Sherri Schieffer
Sherri Schieffer
Payne County Clerk

Approved as to form and
legality:
Lowell A. Barto
Lowell A. Barto
Assistant District Attorney

**BOARD OF COUNTY COMMISSIONERS
OF PAYNE COUNTY, OKLAHOMA**

RESOLUTION #2016-32

A RESOLUTION APPROVING AMENDMENTS TO THE FLOODPLAIN REGULATIONS ADOPTED BY THE PAYNE COUNTY FLOODPLAIN BOARD

WHEREAS, certain areas within the unincorporated areas of Payne County, Oklahoma are subject to flooding from rivers and streams, causing serious damage to properties within these areas; and

WHEREAS, relief is available in the form of federally subsidized flood insurance as authorized by the National Flood Insurance Act of 1968 upon participation by the county in the National Flood Insurance Program; and

WHEREAS, it is the intent of the Board of County Commissioners of Payne County, Oklahoma to participate in the National Flood Insurance Program; and

WHEREAS, the Board of County Commissioners of Payne County, Oklahoma established the Payne County Floodplain Board and the Floodplain Board adopted floodplain regulations in accordance with Title 82 O.S.2011 §1604 in order to participate in said program;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Payne County, Oklahoma that the current version of the Payne County Floodplain Management Regulations adopted by the Payne County Floodplain Board, including amendments thereto pertaining to oil and gas production, be and the same are hereby approved, replacing any previous edition.

PASSED, APPROVED AND ADOPTED this 19th day of September, 2016.

Kent Bradley, Chairman

Chris Reding, Vice-Chairman

ATTEST:

Zach Cavett, Member

Payne County Clerk

VII. D.

John Henkel 918-306-1243
Terry Bradley 918-285-1634
James Blevins 918-306-2033
Jerry Haley 918-770-6263
Derek Sosbee 405-612-0423

Glenda Harris 918-387-4124 and 918-285-6191

Diane thomas 918-557-0008 or 918-387-2865

Shannon Davis 405-414-1441

Yale EMS Board Interview

Name Jon Henkel

817116 unable to leave voicemail

NON-DIRECTIVE INTERVIEW QUESTIONS

* Are you interested in serving of the Yale EMS Board of Trustee?

Yes

1. What attracted you to Yale EMS Board of Trustee? What would make you consider volunteering for the Yale EMS Board of Trustee?

Ran Cushing EMS service for 13 years
Wants to make sure Yale has best quality of care for community & neighbors

2. Do you have EMS or emergency experience?

Yes

3. What experience do you have?

Cushing EMS 13 years
Director of Amb for Cushing (worked closely w/ Dist Attorney)
Cushing City Commissioner 6 years.

4. Why should I choose you for this position?

History w/ county programs understands open mty act.
Been on several boards

5. Other?

Willing to help in any way possible

Comment: _____

Yale EMS Board Interview

Name James Blevins - current member

NON-DIRECTIVE INTERVIEW QUESTIONS

* Are you interested in serving of the Yale EMS Board of Trustee?

Yes

1. What attracted you to Yale EMS Board of Trustee? What would make you consider volunteering for the Yale EMS Board of Trustee?

We need working ~~an~~ EMS service and I feel like I have alot of experience to bring to the table

2. Do you have EMS or emergency experience?

EMST Tulsa for 1 year Cushing medic 5 years
1st Responder Madras - 3 years Cushing fire 5 years

3. What experience do you have?

Yes

4. Why should I choose you for this position?

I have the experience needed to assist with making the best decision possible for the greater good of the community

5. Other?

None

Comment: _____

Yale EMS Board Interview

Name Jerry Halley - Current member

8/17/16 Unm to
Return call

NON-DIRECTIVE INTERVIEW QUESTIONS

9/8/16 Left message
to call

* Are you interested in serving of the Yale EMS Board of Trustee?

Yes

1. What attracted you to Yale EMS Board of Trustee? What would make you consider volunteering for the Yale EMS Board of Trustee? Live in Yale - Civic Duty

2. Do you have EMS or emergency experience? Yes

3. What experience do you have? EMT 2yrs ER exp: Fire service for 5yrs

4. Why should I choose you for this position? See EMS update more effectively

5. Other? Confused about Audit / Not up to Date

Comment:

Yale EMS Board Interview

Name Shannon Davis - current member

8/11/16 umm to
return call

NON-DIRECTIVE INTERVIEW QUESTIONS

* Are you interested in serving of the Yale EMS Board of Trustee?

Yes

1. What attracted you to Yale EMS Board of Trustee? What would make you consider volunteering for the Yale EMS Board of Trustee?

Has - medical practice in Yale ~~(S)~~ (S)

2. Do you have EMS or emergency experience?

Yes

3. What experience do you have?

No EMS however Advanced ~~per~~ nurse practitioner.
Matters medical calls within community.
on Board about 6 months - secretary -

4. Why should I choose you for this position?

Health care provider

5. Other?

wants to help ~~the~~ community.

Comment:

Yale EMS Board Interview

Name Glenda Harris - current Chairman

NON-DIRECTIVE INTERVIEW QUESTIONS

* Are you interested in serving of the Yale EMS Board of Trustee?

Yes

1. What attracted you to Yale EMS Board of Trustee? What would make you consider volunteering for the Yale EMS Board of Trustee?

not medically educated however its "interesting" its a great service for community.

2. Do you have EMS or emergency experience?

None

3. What experience do you have?

Member of Board - 7-8 years -
Chairman - 6 years -

4. Why should I choose you for this position?

I enjoy serving my community and feel its important to fulfill my civic duty

5. Other?

none

Comment: _____

Yale EMS Board Interview

Name Diane Thomas Current member

8/11/16 - No working #

NON-DIRECTIVE INTERVIEW QUESTIONS

* Are you interested in serving of the Yale EMS Board of Trustee?

1. What attracted you to Yale EMS Board of Trustee? What would make you consider volunteering for the Yale EMS Board of Trustee?

2. Do you have EMS or emergency experience?

3. What experience do you have?

4. Why should I choose you for this position?

5. Other?

Comment: _____

Yale EMS Board Interview

Name Terry Bradley

8/17/16 Umh to
return call-

NON-DIRECTIVE INTERVIEW QUESTIONS

* Are you interested in serving of the Yale EMS Board of Trustee?

Yes-

1. What attracted you to Yale EMS Board of Trustee? What would make you consider volunteering for the Yale EMS Board of Trustee?

Yale Fire Fighter - wants to see improvement - not to poke at current leadership but we strive to be better

2. Do you have EMS or emergency experience?

Yes

3. What experience do you have?

Lic. Responder (medical) (EMR lic under 1 year)
Yale Fire Department almost 10 years. - Asst Chief 2 years.
leadership skills

4. Why should I choose you for this position?

Exp -

5. Other?

NONE

Comment: _____

Yale EMS Board Interview

Name Derek Sosbee

NON-DIRECTIVE INTERVIEW QUESTIONS

* Are you interested in serving of the Yale EMS Board of Trustee?

Yes

1. What attracted you to Yale EMS Board of Trustee? What would make you consider volunteering for the Yale EMS Board of Trustee?

WANTS to get money correct
2014 audit has several concerns. none is questioning the board -

2. Do you have EMS or emergency experience?

18.5 yr state trooper / TDNS of Emergency management
Captain Yale EMS training

3. What experience do you have?

Yes

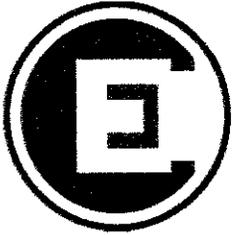
4. Why should I choose you for this position?

wants things turned around
Leadership & willing to take charge - willing to take a stand for community & tax payers.

5. Other?

Just want to help community & make things right.

Comment: _____



CEC
infrastructure solutions

VII. E.

PUT ON 9.19.16
AGENDA

September 13, 2016

Payne County Commissioners
315 W. 6th, Ste. 203
Stillwater, OK

RE: Project No. STPY-NBIS(141)CB, JP 32474(05)
Payne County Off System Annual Bridge Inspections

Dear Commissioners:

Enclosed please find the following materials for Eleven (11) off-system annual bridge inspections in Payne County:

- 1) Pontis Invoice 15213-10 in the amount of \$4,854.41
- 2) Report of Conference form

Please sign items 1 and 2 as indicated. Please return both items to me at the following address (either a hard copy or an electronic copy will be fine).

CEC
Attn: Aaron Finley
4555 West Memorial Road
Oklahoma City, OK 73142
aaron.finley@connectcec.com

If you have questions concerning this claim or other matters with which we can assist you, please contact me at (405) 753-4620.

Sincerely,

CEC // Infrastructure Solutions

Aaron Finley, P.E.

BRIDGE INSPECTION INVOICE

8/25/2016

From: CONSULTING ENGINEER :
CEC Infrastructure Solutions

CONSULTANT INVOICE NO.: 15213-10
DATE OF INVOICE: -1
DATE OF LAST INVOICE:
NO. OF BRIDGES INSPECTED THIS INVOICE: 11
COUNTY: PAYNE
CITY: Unknown

BRIDGE INSPECTION CONTRACT : 1683
FOR PROFESSIONAL SERVICES FROM _____ TO _____
"HOURLY RATES AS DEFINED BY CONTRACT"

FIELD

HOURS 9.00 X \$76.66 PER HOUR = \$689.94
HOURS 9.00 X \$58.94 PER HOUR = \$530.46
HOURS 0.00 X \$0.00 PER HOUR = \$0.00
HOURS 0.00 X \$0.00 PER HOUR = \$0.00

OFFICE

HOURS 13.00 X \$58.94 PER HOUR = \$766.22
HOURS 12.50 X \$76.66 PER HOUR = \$958.25
HOURS 11.00 X \$76.66 PER HOUR = \$843.26

ENGINEER

Load Rating (P.E.) HOURS 0.66 X \$197.99 PER HOUR = \$130.67
Scour Analysis (P.E.) HOURS 0.50 X \$197.99 PER HOUR = \$99.00
Fracture (P.E.) HOURS 0.00 X \$0.00 PER HOUR = \$0.00
Repair Rec. (P.E.) HOURS 0.00 X \$0.00 PER HOUR = \$0.00
Insp. Review (P.E.) HOURS 1.78 X \$197.99 PER HOUR = \$352.42
Eng. Other (P.E.) * HOURS 0.88 X \$197.99 PER HOUR = \$174.23

* Includes time for consultant meeting with bridge owner.

MILEAGE: MILES 574 X \$0.54 PER MILE = \$309.96

PER DIEM: DAYS 0 X \$134.00 PER DAY = \$0.00

TOTAL DUE THIS INVOICE: \$4,854.41

CEC Infrastructure Solutions
CONSULTING ENGINEER
BY: *Aaron Finley*
AUTHORIZED REPRESENTATIVE

APPROVED: _____
COUNTY/CITY OFFICIAL

APPROVED: _____
CO. BR. COORD. DIV.

APPROVED: _____
DIV. ENGR. DIV.



Report of Conference between Bridge Owner and Bridge Inspection Consultant

for
Invoice 15213-10
County PAYNE
City Unknown

The undersigned do certify that I/we have met with the bridge inspection consultant following inspection of bridges within my jurisdiction. We have discussed to my satisfaction the following topics, as applicable:

- Bridges requiring load posting.
- Bridges requiring closing.
- Bridges with NBI Ratings of '2' for items 59 (Superstructure), 60 (Substructure) or 62 (Culvert) along with recommended actions to take.
- Bridges with a CX or PX repair recommendation along with recommended actions to take and the possible consequences of failure to timely perform the recommended actions.
- Recommendations for bridge maintenance to prevent further bridge deterioration.

Additionally, I/we have received a copy of all bridge inspection reports and have been instructed how to interpret the information contained therein.

Details of individual bridge requirements and recommendations are provided on a separate sheet.

County owned bridges

We, the undersigned, certify that the bridge inspection consultant has discussed the bridges under the subject invoice number and recommended actions required to resolve any bridge issues.

	_____	_____
County Commissioner, District 1	Date	
County Commissioner, District 2	Date	
	<u>9-14-16</u>	
County Commissioner, District 3	Date	

City owned bridges

I, the undersigned, certify that the bridge inspection consultant has discussed the bridges under the subject invoice number and recommended actions required to resolve any bridge issues.

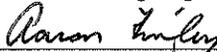
 City Official (Name/Title) Date

Bridge Inspection Consultant

The bridges under the subject invoice number have been discussed with the appropriate bridge owner and repair and/or maintenance actions recommended.

CEC Infrastructure Solutions

Consulting Engineer



Authorized Representative

This form must either be included with the invoice or submitted to ODOT at a later date. However, the invoice will not be approved for payment until this report has been received.

C O N T R A C T

This Contract, made and entered into by and between:

North Central Construction Company, 8220 N Perkins Rd, Stillwater, OK 74075

as Party of the First Part, hereinafter designated as the CONTRACTOR,

and

Payne County Commissioners

as Party of the Second Part, hereinafter designated as the OWNER.

WITNESSETH: That whereas the said Contractor is the lowest and best bidder for:

Replace one (1) box culvert along E. 68th Street just west of Stillwater Creek for the total bid price as accepted of: Alt #1 One Hundred Sixty-six Thousand, One Hundred Seventy-three Dollars and Fifty-two cents _____ Dollars, (\$166,173.52).

NOW, THEREFORE, the said Contractor for the consideration herein named, hereby agrees to do and complete the work above mentioned in accordance with the plans adopted and approved by the Owner, and on file in the office of the Engineer Infrastructure Solutions Group, LLC dba Mehlburger Brawley, which plans and specifications are made a part of this Contract by reference as if attached hereto or written in detail herein.

The Contractor will commence said work within ten (10) days from the date of the Notice to Proceed and perform same vigorously and continuously and complete the same within sixty (60) consecutive calendar days thereafter.

Contractor and Owner recognize that time is of the essence and that Owner will suffer financial loss if the Work is not completed within the times specified plus any extensions thereof approved by change order. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each calendar day that expires after contract time until construction is complete.

Contractor and Owner agree that, in addition to liquidated damages, the Contractor shall pay the costs of Engineer's construction observation and construction engineering services for all necessary time expended during the period that Contractor is in liquidated damages at the Engineer's normal hourly rates.

It is expressly understood that the cost for Liquidated Damages and Engineer's services during the period that the Contractor is in liquidated damages will be withheld from each Contractor's monthly pay estimate.

It is agreed that payment for the aforesaid work or material will be made under the terms of the Contractor's bid as accepted as provided in the specifications, and that upon final completion of this contract work, the Contractor will receive the full compensation payment less liquidated damages and engineering fees if applicable, according to the schedule of prices as contained in his bid as accepted and that upon the receipt by said Contractor of said final claim, the same shall be in full for all claims of every kind and description said Contractor may have by reason of having entered into or arising out of this contract.

All documents contained herein as stated in the Table of Contents including the Notice to Bidders (Advertisement), Special Conditions, Instructions to Bidders, Contractor's Bid Proposal, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement, Technical Specifications, Plans, and all modifications thereof incorporated into any of the documents before the execution of the Agreement are hereby referred to and by reference thereto made a part of this contract as if fully written in detail herein or attached hereto.

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 19 day of September, 20 16.

North Central Construction Company
Contractor

SEAL

ATTEST

(Signature)

(Signature)

By: Micki Rogers

Title: _____

Title: President

Payne County Commissioners
Owner

SEAL

ATTEST:

(Signature)

(Signature)

By: Kent Bradley

Title: _____

Title: Payne County Commissioner Dist. No. 3

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT is made and entered into on this 19th day of September, 2016, by and between Payne County in the State of Oklahoma, hereinafter referred to as COUNTY, and Guy Engineering Services, Inc., hereinafter referred to as ENGINEER or CONSULTANT or CONTRACTOR;

WITNESSETH:

WHEREAS, COUNTY plans to improve NBI 06368, Local Bridge 116 over Wildhorse Creek therefore referred to as the PROJECT; and

WHEREAS, the COUNTY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and

WHEREAS, ENGINEER is prepared to provide such SERVICES; and

WHEREAS, funding is available for the payment of the ENGINEER for providing the SERVICES under this AGREEMENT.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of these PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER: ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION: The COUNTY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 TIME FOR COMPLETION: The ENGINEER shall provide the necessary SERVICES and complete all work required for each phase of the PROJECT within the times stated in Attachment E, TIME FOR COMPLETION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 5.0 STANDARD OF PERFORMANCE: The ENGINEER shall perform the SERVICES in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of a Professional Engineer licensed in the State of Oklahoma,

and properly qualified to perform such engineering services, which qualification shall be subject to review by COUNTY. The ENGINEER shall have the obligation to the COUNTY to perform in accordance with the foregoing standard, but no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or to the suitability of ENGINEER'S work product for a particular use.

6.0 LIMITATIONS OF RESPONSIBILITY: ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

7.0 OPINIONS OF COST AND SCHEDULE:

7.1 Because the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of the probable cost of the PROJECT as set forth herein are to be made on the basis of his experience and qualification. Such opinions represent his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the proposals, bids or actual construction costs will not vary from the opinions of probable cost prepared by him.

7.2 Because the ENGINEER has no control over the resources provided by others to meet construction contract schedules, the ENGINEER'S opinion of the probable construction schedule for the PROJECT is to be made on the basis of his experience and qualifications. Such opinion represents his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the construction schedule will not vary from the opinion prepared by him.

8.0 LIABILITY AND INDEMNIFICATION:

8.1 The ENGINEER shall indemnify the COUNTY from and against legal liability for damages arising out of the performance of the SERVICES for the COUNTY including, but not limited to, any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any employee, sub-consultants or agents for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the COUNTY or any other contractor of the COUNTY.

8.2 The ENGINEER shall not be liable to the COUNTY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

9.0 COMPLIANCE WITH LAWS:

9.1 In performance of the SERVICES, the ENGINEER will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The ENGINEER shall procure the permits, certificates, and

licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

9.2 The ENGINEER shall take steps within its authority to verify the project is in compliance with the United States Department of Justice guidelines for Title II and III of the Americans with Disabilities Act. It is understood that the program of the ENGINEER is not a program or activity of the COUNTY. The ENGINEER agrees that its program or activity will comply with the requirements of the Americans with Disabilities Act. Any cost of such compliance will be the responsibility of the ENGINEER.

10.0 INSURANCE:

10.1 During the performance of the SERVICES under this AGREEMENT, the ENGINEER shall keep and carry in force policies of insurance in the minimum amount as set forth herein or as required by the laws of the State of Oklahoma, whichever is greater.

10.1.1 General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

10.1.2 Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

10.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.4 Professional Liability Insurance with limits of not less than \$500,000 with prior acts endorsement for the insurance to remain in effect for a minimum of two years after acceptance of the PROJECT by the COUNTY.

10.2 The ENGINEER shall furnish to the COUNTY certificates of insurance showing he is carrying insurance in at least the specified minimum amounts. Said certificates shall further provide that said insurance will not be cancelled by the Insurer without the Insurer first giving the COUNTY thirty (30) days written notice of cancellation.

11.0 COUNTY'S RESPONSIBILITIES: The COUNTY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE COUNTY, which is attached hereto and incorporated by reference as part of this agreement.

12.0 OWNERSHIP AND REUSE OF DOCUMENTS:

12.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the COUNTY.

12.2 The COUNTY'S use of such documents other than the specific purpose for which they were intended without written verification or adaptation by ENGINEER shall be at COUNTY'S risk and responsibility.

13.0 TERMINATION OF CONTRACT:

13.1 At any time prior to completion of all SERVICES under this AGREEMENT and in the event of substantial failure by one party to perform in accordance with the terms of this AGREEMENT through no fault of the terminating party, the terminating party may terminate this AGREEMENT by giving written notice by registered mail at least fifteen days prior to the effective date of termination.

13.2 The COUNTY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for COUNTY'S convenience by giving written notice to ENGINEER. In the event of termination or suspension of the AGREEMENT for COUNTY'S convenience, COUNTY shall make prompt payment to the ENGINEER for all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION. Upon receipt of written notice by the ENGINEER to resume the SERVICES under this AGREEMENT, compensation shall continue in accordance with Attachment D, COMPENSATION.

14.0 NOTICE:

14.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be considered properly made if personally delivered in writing or if delivered by the United States Postal Service, postage prepaid, to the address specified below.

14.1.1 To ENGINEER: Guy Engineering Services, Inc.
10759 E. Admiral Pl.
Tulsa, OK 74116

14.1.2 To COUNTY: Payne County Commission
315 W. 6th, Ste. 203
Stillwater, Oklahoma 74074

14.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and COUNTY.

15.0 UNCONTROLLED FORCES: Neither the COUNTY nor ENGINEER shall be considered to be in default of this AGREEMENT if failures or delay of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance or sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either COUNTY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

- 16.0 SEVERABILITY: If any portion of the AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed here from, and the balance of this AGREEMENT shall remain in full force and effect.
- 17.0 INTEGRATION AND MODIFICATION: This AGREEMENT includes Attachments A, B, C, D, and E represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES contained herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.
- 18.0 ASSIGNMENT:
- 18.1 The ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT to another party, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 18.2 It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the County Engineer and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the COUNTY and will be available for public hearings and/or County Commission presentations as mutually agreed.
- 18.3 DISPUTE RESOLUTION PROCEDURE: In the event of a dispute between the ENGINEER and the COUNTY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the County Engineer for resolution. If the County Engineer is unable to resolve the dispute, the matter may be referred to the County Commission for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates noted herein, said AGREEMENT to be effective on the date executed by the Chairman of the Board of County Commissioners.

ATTEST: (SEAL)

PAYNE COUNTY, OKLAHOMA
Board of County Commissioners

County Clerk

Chairman

APPROVED AS TO FORM:

Assistant District Attorney

ATTEST: (SEAL)

GUY ENGINEERING SERVICES, INC.

John E. Blickensderfer, President

State of Oklahoma)
)ss
County of Payne)

Subscribed and sworn to before me on the _____ day of _____, 2016.

My Commission Expires:

Notary Public

AGREEMENT FOR ENGINEERING SERVICES

This AGREEMENT is made and entered into on this 19th day of September, 2016, by and between Payne County in the State of Oklahoma, hereinafter referred to as COUNTY, and Guy Engineering Services, Inc., hereinafter referred to as ENGINEER or CONSULTANT or CONTRACTOR;

WITNESSETH:

WHEREAS, COUNTY plans to improve NBI 00789, Local Bridge 114 over Unnamed Creek therefore referred to as the PROJECT; and

WHEREAS, the COUNTY requires certain professional services in connection with the PROJECT, hereinafter referred to as the SERVICES; and

WHEREAS, ENGINEER is prepared to provide such SERVICES; and

WHEREAS, funding is available for the payment of the ENGINEER for providing the SERVICES under this AGREEMENT.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

- 1.0 SCOPE OF PROJECT: The scope of these PROJECT is described in Attachment A, SCOPE OF PROJECT, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 2.0 SERVICES TO BE PERFORMED BY ENGINEER: ENGINEER shall perform the SERVICES described in Attachment B, SCOPE OF SERVICES, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 3.0 COMPENSATION: The COUNTY shall pay ENGINEER in accordance with Attachment D, COMPENSATION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 4.0 TIME FOR COMPLETION: The ENGINEER shall provide the necessary SERVICES and complete all work required for each phase of the PROJECT within the times stated in Attachment E, TIME FOR COMPLETION, which is attached hereto and incorporated by reference as part of this AGREEMENT.
- 5.0 STANDARD OF PERFORMANCE: The ENGINEER shall perform the SERVICES in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the SERVICES. The PROJECT shall be designed and engineered in a good and workmanlike manner and in strict accordance with this AGREEMENT. All engineering work shall be performed by or under the supervision of a Professional Engineer licensed in the State of Oklahoma,

and properly qualified to perform such engineering services, which qualification shall be subject to review by COUNTY. The ENGINEER shall have the obligation to the COUNTY to perform in accordance with the foregoing standard, but no warranty, either express or implied, shall apply to the SERVICES to be performed by the ENGINEER pursuant to this AGREEMENT or to the suitability of ENGINEER'S work product for a particular use.

6.0 LIMITATIONS OF RESPONSIBILITY: ENGINEER shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT.

7.0 OPINIONS OF COST AND SCHEDULE:

7.1 Because the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of the probable cost of the PROJECT as set forth herein are to be made on the basis of his experience and qualification. Such opinions represent his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the proposals, bids or actual construction costs will not vary from the opinions of probable cost prepared by him.

7.2 Because the ENGINEER has no control over the resources provided by others to meet construction contract schedules, the ENGINEER'S opinion of the probable construction schedule for the PROJECT is to be made on the basis of his experience and qualifications. Such opinion represents his best judgment as an experienced and qualified Professional Engineer familiar with the construction industry. The ENGINEER does not guarantee that the construction schedule will not vary from the opinion prepared by him.

8.0 LIABILITY AND INDEMNIFICATION:

8.1 The ENGINEER shall indemnify the COUNTY from and against legal liability for damages arising out of the performance of the SERVICES for the COUNTY including, but not limited to, any claims, costs, attorney fees, or other expenses of whatever nature where such liability is caused by the negligent act, error, or omission of ENGINEER or any employee, sub-consultants or agents for whom ENGINEER is legally liable. Nothing in this paragraph shall make the ENGINEER liable for any damages caused by the COUNTY or any other contractor of the COUNTY.

8.2 The ENGINEER shall not be liable to the COUNTY for any special, indirect or consequential damages, such as, but not limited to, loss of revenue, or loss of anticipated profits.

9.0 COMPLIANCE WITH LAWS:

9.1 In performance of the SERVICES, the ENGINEER will comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards. The ENGINEER shall procure the permits, certificates, and

licenses necessary to allow ENGINEER to perform the SERVICES. ENGINEER shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, SCOPE OF SERVICES.

9.2 The ENGINEER shall take steps within its authority to verify the project is in compliance with the United States Department of Justice guidelines for Title II and III of the Americans with Disabilities Act. It is understood that the program of the ENGINEER is not a program or activity of the COUNTY. The ENGINEER agrees that its program or activity will comply with the requirements of the Americans with Disabilities Act. Any cost of such compliance will be the responsibility of the ENGINEER.

10.0 INSURANCE:

10.1 During the performance of the SERVICES under this AGREEMENT, the ENGINEER shall keep and carry in force policies of insurance in the minimum amount as set forth herein or as required by the laws of the State of Oklahoma, whichever is greater.

10.1.1 General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

10.1.2 Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.

10.1.3 Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.

10.1.4 Professional Liability Insurance with limits of not less than \$500,000 with prior acts endorsement for the insurance to remain in effect for a minimum of two years after acceptance of the PROJECT by the COUNTY.

10.2 The ENGINEER shall furnish to the COUNTY certificates of insurance showing he is carrying insurance in at least the specified minimum amounts. Said certificates shall further provide that said insurance will not be cancelled by the Insurer without the Insurer first giving the COUNTY thirty (30) days written notice of cancellation.

11.0 COUNTY'S RESPONSIBILITIES: The COUNTY shall be responsible for all matters described in Attachment C, RESPONSIBILITIES OF THE COUNTY, which is attached hereto and incorporated by reference as part of this agreement.

12.0 OWNERSHIP AND REUSE OF DOCUMENTS:

12.1 All documents, including original drawings, estimates, specifications, field notes and data shall become and remain the property of the COUNTY.

12.2 The COUNTY'S use of such documents other than the specific purpose for which they were intended without written verification or adaptation by ENGINEER shall be at COUNTY'S risk and responsibility.

13.0 TERMINATION OF CONTRACT:

13.1 At any time prior to completion of all SERVICES under this AGREEMENT and in the event of substantial failure by one party to perform in accordance with the terms of this AGREEMENT through no fault of the terminating party, the terminating party may terminate this AGREEMENT by giving written notice by registered mail at least fifteen days prior to the effective date of termination.

13.2 The COUNTY shall have the right to terminate this AGREEMENT, or suspend performance thereof, for COUNTY'S convenience by giving written notice to ENGINEER. In the event of termination or suspension of the AGREEMENT for COUNTY'S convenience, COUNTY shall make prompt payment to the ENGINEER for all SERVICES performed in accordance with provisions of Attachment D, COMPENSATION. Upon receipt of written notice by the ENGINEER to resume the SERVICES under this AGREEMENT, compensation shall continue in accordance with Attachment D, COMPENSATION.

14.0 NOTICE:

14.1 Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be considered properly made if personally delivered in writing or if delivered by the United States Postal Service, postage prepaid, to the address specified below.

14.1.1 To ENGINEER: Guy Engineering Services, Inc.
10759 E. Admiral Pl.
Tulsa, OK 74116

14.1.2 To COUNTY: Payne County Commission
315 W. 6th, Ste. 203
Stillwater, Oklahoma 74074

14.2 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of ENGINEER and COUNTY.

15.0 UNCONTROLLED FORCES: Neither the COUNTY nor ENGINEER shall be considered to be in default of this AGREEMENT if failures or delay of performance shall be due to forces which are beyond the control of the parties; including, but not limited to: fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance or sabotage; inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either COUNTY or ENGINEER under this AGREEMENT; strikes, work slowdowns or other labor disturbances, and judicial restraint.

- 16.0 SEVERABILITY: If any portion of the AGREEMENT shall be construed by a court of competent jurisdiction as unenforceable, such portion shall be severed here from, and the balance of this AGREEMENT shall remain in full force and effect.
- 17.0 INTEGRATION AND MODIFICATION: This AGREEMENT includes Attachments A, B, C, D, and E represents the entire and integrated AGREEMENT between the Parties; and supersedes all prior negotiations, representations, or agreements pertaining to the SCOPE OF SERVICES contained herein, either written or oral. This AGREEMENT may be amended only by a written instrument signed by each of the Parties.
- 18.0 ASSIGNMENT:
- 18.1 The ENGINEER shall not assign its obligations undertaken pursuant to this AGREEMENT to another party, provided that nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as ENGINEER may deem appropriate to assist ENGINEER in the performance of the SERVICES hereunder.
- 18.2 It is understood and agreed that all work performed under this AGREEMENT shall be subject to inspection and approval by the County Engineer and any plans or specifications not meeting the terms set forth in this AGREEMENT will be replaced or corrected at the sole expense of the ENGINEER. The ENGINEER will meet with the COUNTY and will be available for public hearings and/or County Commission presentations as mutually agreed.
- 18.3 DISPUTE RESOLUTION PROCEDURE: In the event of a dispute between the ENGINEER and the COUNTY over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the County Engineer for resolution. If the County Engineer is unable to resolve the dispute, the matter may be referred to the County Commission for resolution. Regardless of these procedures, neither party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in multiple copies on the respective dates noted herein, said AGREEMENT to be effective on the date executed by the Chairman of the Board of County Commissioners.

ATTEST: (SEAL)

PAYNE COUNTY, OKLAHOMA
Board of County Commissioners

County Clerk

Chairman

APPROVED AS TO FORM:

Assistant District Attorney

ATTEST: (SEAL)

GUY ENGINEERING SERVICES, INC.

John E. Blickensderfer, President

State of Oklahoma)
)ss
County of Payne)

Subscribed and sworn to before me on the _____ day of _____, 2016.

My Commission Expires:

Notary Public

VII.K.1.

INGRESS AND EGRESS AGREEMENT

Parties Involved

Leora J Bacrows, Landowner(s), In agreement with the Board of County Commissioners, Payne County, Oklahoma.

Legal Description of Land Needed For Temporary Project:

NE & NW quarter of section 22 T18N-R6E

Terms of Agreement:

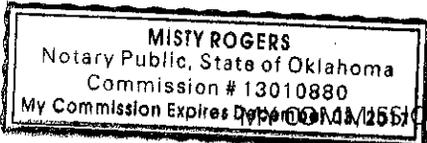
1. Landowner grants the use of land described above for the purpose of temporary construction and access for construction.
2. This agreement will be in effect until date of completion and acceptance of said project by the Board of County Commissioners, Payne County, Oklahoma.

IN WITNESS WHEREOF, the parties have agreed on said term of agreement.

Leora J Bacrows
Landowner(s)

State of Oklahoma, County of Payne
Signed and Attested before me this 30 day of August 2016.

Misty Rogers
NOTARY PUBLIC



ATTEST: 12-03-2017
BOARD OF COUNTY COMMISSIONERS
FOR THE COUNTY OF PAYNE, STATE OF OKLAHOMA

GLENNA CRAIG
PAYNE COUNTY CLERK

Chairman

Member

Member