

WATER MAIN EXTENSION AGREEMENT

This agreement for the extension of a water main by and between the City of Stillwater, Stillwater Utilities Authority and St. Francis Xavier Catholic Church of Stillwater is entered into this ___ day of May, 2016,

WITNESSETH:

WHEREAS, the City of Stillwater (City) Stillwater Utilities Authority (SUA) and St. Francis Xavier Catholic Church of Stillwater (Church) have entered into an agreement for the extension of a water main from Sixth Avenue to Virginia Street in Payne County, Oklahoma.

NOW, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN AND OTHER VALUABLE CONSIDERATION, CITY, SUA AND CHURCH AGREE AS FOLLOWS:

1. **COST:** SUA and Church shall share the cost for the subject water main extension including surveying, engineering and installation. Based on an estimated cost of \$243,080 (as estimated by Gose and Associates on 1/27/2016), Church will pay \$150,080 and the SUA will pay \$93,000. If the total actual cost exceeds \$243,080, the SUA and the Church will share equally in the excess cost. If the total actual cost is less than \$243,080, the Church's share will be reduced to meet the actual cost, until the total actual cost reaches \$186,000. For costs below this amount, the SUA's and the Church's shares will be equal to meet this cost.

2. **DESIGN:** Engineering Plans will be prepared by Gose and Associates in accordance with City of Stillwater (City) Standards. Such plans will be reviewed by City in timely fashion and approved upon confirmation of compliance.

3. **DOCUMENTS:** Gose and Associates will make all necessary arrangements and prepare all documents for the donation of the needed utility easement to the City. If there is a charge for this utility easement from the current owner(s), such cost shall be split equally (fifty percent each) by the SUA and the Church.

4. **CONSTRUCTION:** Church will solicit bids for the job, select a fully qualified contractor and supervise the installation. The Church will provide a copy of the selected bid to City/SUA for review. If the bid is higher than the estimated cost, SUA may request renegotiation of the cost split. Any changes to the installation contract or the approved plans will be presented to the City for review and approval prior to Church authorizing the contractor to proceed with the change. If Church authorizes the contractor to proceed with any change that has not been reviewed and approved by City, any additional costs associated with the change will be the full responsibility of Church. City will inspect the installation to confirm compliance with the approved plans. After all deficiencies have been corrected and City has approved the final installation, Church will pay the construction contractor and invoice SUA for the amount owed, which shall be due and payable within sixty (60) days.

5. **TITLE TO IMPROVEMENTS:** Upon payment by the SUA to the Church and acceptance of dedication, the water main shall become the property of the City.

6. **FIRE SUPPRESSION:** Following the approval of this agreement by the SUA Trustees, City will issue a written permit, in timely fashion, allowing the Church to connect its emergency fire suppression water line for its new facility to the existing ten inch (10") water line along McElroy Street adjacent to the north edge of the Church's property (located just southeast of the corner of Country Club Road and McElroy Street). The Church shall be allowed to select the exact location of this connection on

the 10" line, provided such selection does not interfere with or compromise any existing service or water line fixtures connected to this 10" line. The Church shall make the fire line connection in accordance with the engineering plans prepared by Gose and Associates and approved by the City. The City will inspect the connection at its discretion during construction and at completion, and the Church shall require the contractor make any corrections required by the City. The Church shall cover all costs associated with this connection, and agrees that this connection shall be used to provide water only for fire emergencies.

CITY OF STILLWATER
STILLWATER UTILITIES AUTHORITY

Gina J. Noble, Mayor/Chair

ATTEST:

Elizabeth Chrz, City Clerk

Approved as to form and content this 16th day of May, 2016

John E. Dorman, City Attorney/General Counsel

ST. FRANCIS XAVIER CHURCH

Fr. Kenneth J. Harder