

**Capitol Preservation Commission  
Special Meeting Minutes  
September 24, 2024, 3:00 p.m.  
State Capitol Building,  
Senate Conference Room 4s.9  
2300 N. Lincoln Blvd.  
Oklahoma City, OK 73105**

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**MEMBERS PRESENT:**

Nancy Leonard  
Aaron Cooper  
Brent Gibson  
Keith Jones

Duane Mass  
Kristie Buegler  
Victor Pozadas, Sr.  
Trait Thompson

Nathan Wald  
Hunter Zearley  
Tracie Chapman

**MEMBERS ABSENT:**

C.J. Cavin  
Cliff Branan  
Duke Ligon

**GUESTS:**

Beverly Hicks, OMES  
Karl Kramer, OAG

Amber Sharples, OAC  
Jarica Walsh, OAC

Mary Jackson, OMES DGC

- ◆ *Office of Management and Enterprise Services (OMES); Deputy General Counsel (DGC)*
- ◆ *Oklahoma Arts Council (OAC) ◆ Oklahoma Attorney General Office (OAG)*

**1. Announcement of filing of the meeting notice and posting of the agenda in accordance with the Open Meeting Act:** [Nancy Leonard, Chair]

Chair Nancy Leonard was advised that notice for this meeting was filed with the Secretary of State, and an agenda was posted in accordance with the Open Meeting Act.

**2. Call to order, Roll Call, and Determination of Quorum:** [Chair]

Ms. Leonard called the meeting to order at 3:00 p.m. A roll call was taken, and a quorum was established.

**3. Welcome/Introductions:**

Chairwoman Leonard welcomed members and guests to the meeting. Ms. Leonard welcomed new Speaker of the House of Representatives members Hunter Zearley and Tracie Chapman to the Commission.

**4. Discussion and possible action on approval of meeting minutes from August 15, 2024.** [Chair]

Nathan Wald moved to approve the meeting minutes for August. Trait Thompson seconded the motion. The following votes were recorded, and the motion passed:

Ms. Buegler, aye; Ms. Chapman, abstain; Mr. Cooper, aye; Mr. Gibson, aye; Mr. Jones, aye;

Mr. Mass, abstain; Mr. Pozadas, aye; Mr. Thompson, aye; Mr. Wald, aye; Mr. Zearley, abstain; Ms. Leonard, aye.

**5. Discussion and possible action on approval of the interagency agreement as amended with and prepared by the Office of Management and Enterprise Services (OMES), the entity tasked with completing construction projects for the State Capitol, to construct the State Capitol Arch. [Nathan Wald, Co-Chair of Architecture and Grounds Committee (A&G), Administrator of Capital Assets Management OMES]**

The Architecture and Grounds Committee met prior to the meeting and recommended approval.

Mary Jackson, OMES Deputy General Counsel, reviewed the changes with the members.

Trait Thompson moved to approve the amended interagency agreement and authorize the Chair to sign the document. Nathan Wald seconded the motion. The following votes were recorded, and the motion passed:

Ms. Buergler, aye; Ms. Chapman, aye; Mr. Cooper, aye; Mr. Gibson, aye; Mr. Jones, aye; Mr. Mass, aye; Mr. Pozadas, aye; Mr. Thompson, aye; Mr. Wald, aye; Mr. Zearley, aye; Ms. Leonard, aye.

Interagency Agreement attached; Attachment A

**6. Adjournment:**

There being no further business, Trait Thompson moved to adjourn. Duane Mass seconded the motion. Seeing no opposition, the meeting adjourned at 3:13 p.m.



**INTERAGENCY AGREEMENT BETWEEN  
THE OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AND  
STATE CAPITOL PRESERVATION COMMISSION**

This Interagency Agreement (“Agreement”) is made and entered into this 13th day of September, 2024 between the Office of Management and Enterprise Services (“OMES”) by and through the Capital Assets Management Division (“CAM”) and Construction and Properties Department (“CAP”) and the State Capitol Preservation Commission (“CPC”). Each respectively referred herein as a “Party” and collectively as the “Parties”.

**RECITALS**

**Whereas**, the Office of Management and Enterprise (“OMES”) was created as an executive branch agency, organized and existing pursuant to Title 62 O.S. §34.3 with authority and charge to award and administer construction contracts on behalf of state agencies pursuant to the provisions of Title 61; and

**Whereas**, the State Capitol Preservation Commission (“CPC”) was created as an executive branch agency, organized and existing pursuant to 74 O.S. §4102; and

**Whereas**, Title 74 O.S. §581 authorizes public agencies to enter into agreements to perform work on behalf of other agencies, departments, institutions, or commissions; and

**Whereas**, the CPC has authority to enter into contract with such person, persons, or lawfully recognized entities in order to construct the State Capitol Arch (“Project”) according to the preliminary designs as prepared by the Architect of the State Capitol pursuant to Title 73 O.S. §401; and

**Whereas**, the CPC is responsible for planning and supervising the preservation and restoration of the interior and exterior of the State Capitol building pursuant to Title 74 O.S. §4102; and

**Whereas**, the State Capitol building and grounds are exempt from the Public Competitive Bidding Act of 1974 pursuant to Title 74 O.S. §4109; and

**Whereas**, the Oklahoma Legislature authorized Oklahoma Capitol Improvement Authority (“OCIA”) to distribute \$4,300,000 Legacy Capital Financing Act (“LCFA”) funds for the purposes of designing and constructing the State Capitol Arch (“Project”), a monument on the grounds of the Oklahoma State Capitol to serve as an honorary symbol of the legacy and services performed by the Oklahoma National Guard pursuant to Title 73 O.S. §401 (otherwise known as House Bill 4012) (2024); and

- h. Manage the Project in accordance with CAP's standard operating policies and procedures.

**5. AUTHORIZED ADMINISTRATOR(S)**

CPC and OMES shall designate a person or persons to be responsible for administering the terms of this Agreement.

**6. AUTHORITY OF FUNDS**

OMES shall have full authority to make decisions regarding payments in accordance with the laws of the State of Oklahoma and the terms of the agreement between OCIA and OMES. .

**7. PAYMENT APPLICATION(S)**

OMES shall be responsible for the review and approval of all invoice(s) and/or payment application(s) as submitted by the selected architect and contractor for this Project. The review and approval of invoices and/or payment applications shall be conducted according to the applicable laws of the State of Oklahoma and CAP's standard policies and procedures.

**8. CHANGE ORDER(S)**

OMES shall be responsible for the review and approval of all change order(s) as such review and approval shall be conducted according to the applicable laws of the State of Oklahoma and CAP's standard policies and procedures.

**9. MEETINGS AND REPORTS**

Upon the Chair's request, OMES shall provide a report detailing the Project's construction progress and any transactions relating to the Project's funds in accordance with the regularly scheduled cadence of CPC meetings.

**10. COMMISSION RESPONSIBILITIES**

OMES and CPC shall collaborate to reduce the scope of the Project in order to meet budget or project cost changes, adjustments, or shortfalls if deemed necessary. OMES shall have final authority regarding the scope of the Project and the selection of the construction delivery method, contractor, and consultant.

**11. MAINTENANCE**

OMES shall have authority to expend monies as available and provided by the State Capitol Arch Maintenance Revolving Fund for maintenance and preservation of the State Capitol Arch.

**12. INCORPORATION OF RECITALS**

The Parties acknowledge and agree that the Recitals set forth in the preamble of this Agreement are hereby incorporated into this Agreement and shall be made a part of here of as if fully set forth herein.

**17. COUNTERPARTS**

This Agreement may be executed electronically or in any number of hard copies, each of which shall be deemed to be a counterpart original.

**IN WITNESS WHEREOF**, the Parties hereby confirm that this Agreement constitutes the entire terms of their agreement and further acknowledge that they have read and understand that this Agreement constitutes a complete agreement on the matters set forth herein. This Agreement shall supersede all prior or contemporaneous agreements, understandings, representations, and warranties, whether written or oral, relating to the subject matter of the Agreement. The Parties herein warrant that the signatories are authorized to bind and sign on behalf of the respective Parties.

**State Capitol Preservation Commission:**

*Nancy Leonard*  
Nancy Leonard  
Chairperson

*September 24, 2024*  
Date

**Office of Management and Enterprise Services:**

*Nathan Wald*  
Nathan Wald (Sep 24, 2024 16:48 CDT)  
Nathan Wald  
Capital Assets Management Administrator

09/24/2024  
Date