



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

SEPTEMBER 11, 2023

723 S. Lewis Street, Room 1122-B

Stillwater, OK 74074

5:30 PM

Mayor Will Joyce, Vice Mayor Amy Dzialowski, Councilors Kevin Clark, Christie Hawkins, & Tim Hardin

1. Call Meeting to Order
2. Pledge of Allegiance
3. Proclamations and Presentations
 - a. Constitution Week - Cimarron Chapter of DAR
 - b. Suicide Prevention & Recovery Awareness Month
 - c. Introduction of Stillwater Pioneer Pathfinders - Heather Mitchell, SPS
 - d. Introduction of citywide communications team

4. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

a.	Approve regular meeting minutes and executive session minutes for August 21, 2023		
b.	Approve budget amendments reflecting receipt and appropriation of \$6,000 in Library Digital Engagement grant funds to Stillwater Public Library	CC-23-141	Stacy Delano

c.	Acknowledge receipt of Stillwater Public Library Trust annual report		Stacy Delano
d.	Accept the permanent sewer line easement at 1107 S Gray Street that is required for the West College, Eyler and Manhole Rehabilitation Project	CC-23-136	David Barth
e.	Approve budget amendment allocating \$77,000 for purchase of two staff vehicles for Stillwater Fire Department	CC-23-137	Terry Essary
f.	Approve budget amendment reflecting receipt of grant funds of \$550,000 from Payne County E-911 Board for the Stillwater Communications Center Renovation Project	CC-23-135	Todd Parry
g.	Approve award of Bid #53-2023 Stillwater Police Communications Center Renovation to Evans Consoles, Inc. in the amount of \$482,836 and approve budget amendment reflecting expenditure allotment of \$550,000	CC-23-135	Todd Parry
h.	Approve Final Plat for Park Valley Addition Section 1	CC-23-142	Jacquelyn Porter
i.	Accept public improvements for Park Valley Addition 1 and Park Valley Lift Station System	CC-20-140	Candy Staring
j.	Accept Park Valley lift station warranty deed and easement dedications: • General utility easement consisting of 34,800 square feet to connect Section 1 to lift station • General sanitary sewer easement for the force main line from lift station to West 26th Avenue consisting of 18,999 square feet • General sanitary sewer easement for the gravity line from lift station to Frye Farms subdivision consisting of 24,301 square feet • Grant of easement (temporary access) from West 26th Avenue to lift station	CC-23-143	Jacquelyn Porter

	consisting of 47,779 square feet		
k.	Approve budget amendment reflecting the transfer-out of the balance of \$373,056 in the Visitor Tax Fund (prior to Ordinance 3485) to Stillwater Economic Development Authority to fund the "development and maintenance of visitor amenities"		Christy Cluck
l.	Approve budget amendment reflecting the transfer-out of \$805,000, which is 30% of visitor tax collections for FY23 and projected FY24, from the Visitor Tax Fund to Stillwater Economic Development Authority to fund the "development and maintenance of visitor amenities" as identified in Ordinance 3485		Christy Cluck
m.	Approve and authorize the Mayor to sign the Memorandum of Understanding related to the Building Resilient Infrastructure and Communities Direct Technical Assistance initiative	CC-23-138	Shelly Crynes
n.	Approval of First Amendment to Employment Agreement for City Attorney Kimberly Carnley		
o.	Approve Stillwater Police Department's purchase of 86 soft body armor packages from North American Fire Equipment Company for \$103,590.60 under State Contact SW0764 20-25	CC-23-144	Jeff Watts
p.	Approve lease agreement between City of Stillwater and Oklahoma Office of Management & Enterprise Services for the property addressed as 701 E 12 th Avenue for the purpose of operating a State of Oklahoma Driver's License Office		Kimberly Carnley
q.	Approve the extension of the ground lease between Stillwater Regional Airport and the Stillwater Utilities Authority for Waste Management facilities with an annual rent payment of \$14,485.68	CC-23-145	Kellie Reed
r.	Approve budget amendments reflecting receipt and appropriation of \$3,500 donation from Visit Stillwater for complimentary passenger coffee service at Stillwater Regional Airport		Kellie Reed

5. Public Comment on Items not Schedules for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

6. Items Removed from the Consent Docket

Items removed from the consent docket are placed on this section of the agenda for discussion, revision, amendment and/or tabling prior to action by the City Council. The City Council may take action, including a vote or series of votes, on items removed to this section of the agenda after the requested discussion, revision or amendment.

7. General Orders

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each item listed as presented or as amended or revised by the City Council unless the agenda entry specifically states that no action will be taken. The requested action is indicated in each agenda entry but may be amended or revised prior to action by the City Council.

a.	Presentation and discussion of the new Stillwater Comprehensive Plan process, and possible action to approve a contract for professional services with Freese & Nichols	CC-23-147	Jacquelyn Porter
b.	Presentation, discussion, and possible action to adopt the 2023-2027 Strategic Plan	CC-23-139	Dawn Jones

8. Reports from Officers and Boards

Announcements and remarks of general interest may be made by Councilors, City Manager or City Attorney. Items of City business that may require discussion or action including a vote or series of votes are listed below.

- a. Miscellaneous items from the City Attorney
- b. Miscellaneous items from the City Manager
- c. Miscellaneous items from the City Council

9. Questions and Inquires

10. Adjourn

On _____ at _____, a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Suddenlink channel 14.

- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

Strategic Priorities At A Glance



#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.



#2 MOTIVATED MANAGEMENT

To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community.



#3 SAFE COMMUNITY

To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.



#4 CONNECTED SPACES

To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.



#5 UNIQUE CULTURE

To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.



#6 ENGAGED & INVESTED RESIDENTS

To encourage participation and an understanding of government through outreach and inclusive initiatives that inspire trust and pride in local government.

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov
Together, Investing in Municipal Excellence

WHEREAS: September 17, 2023 marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations that will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of American designating September 17 through 23 as Constitution Week;

NOW, THEREFORE I, William H. Joyce, by virtue of the authority vested in me as Mayor of the City of Stillwater in the State of Oklahoma do hereby proclaim the week of September 17 through 23 as:

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals of the Framers of the Constitution in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Stillwater to be affixed this 11 Day of September of the year of our Lord two thousand and twenty three.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK



Suicide Prevention and Recovery Month

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, 4.1% of adults in Oklahoma had serious thoughts of suicide in the past year, with 1 in 10 students reporting attempted suicide in the past 12 months; and

WHEREAS, nearly 300,000 Oklahomans report having a substance use disorder; and

WHEREAS, substance use disorder is not a moral issue but rather a chronic, treatable disease that individuals can recover from and go on to live healthy lives; and

WHEREAS, the Oklahoma Department of Mental Health and Substance Abuse Services believes all Oklahomans deserve to have mental health and addiction services without fear of judgment through the evidence-based Crisis Response Continuum; and

WHEREAS, less than 1% of the 872 Oklahomans that died by suicide in 2022 were seen at a Certified Community Behavioral Health Clinic, proving that connecting to evidenced-based treatment services work; and

WHEREAS, ODMHSAS has provided more than 80,000 Naloxone (NARCAN) kits to prevent overdoses resulting from opioid use, including Fentanyl, since January 2023.

WHEREAS, the 988 Mental Health Lifeline supports Oklahomans experiencing a mental health crisis, struggling with substance use or having thoughts of suicide through trained mental health professionals via text or call, mobile crisis teams, urgent care and crisis centers and follow-up appointments; and

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim September 2023, as Suicide Prevention and Recovery Month in Stillwater to increase public understanding of the importance of mental health and illness.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED AUGUST 16, 2023 AT 3:45 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
AUGUST 21, 2023**

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS/PRESENTATIONS

- a. International Overdose Awareness Day, August 31, 2023 - Scott Haywood, PIO, Payne County Health Department and Kristy Kitsman, Drug Overdose Coordinator

Mayor Joyce read the proclamation declaring August 31, 2023 as International Overdose Awareness Day in the City of Stillwater. Scott Haywood and Kristy Kitsman with Payne County Health Department accepted the proclamation.

4. CONSENT DOCKET

- a. Approve regular meeting minutes of August 7, 2023 and executive session minutes of August 7, 2023
- b. Approve emergency repairs in the amount of \$58,386.46 to Global ARFF Services for emergency repairs performed on the Airport Rescue Fire Fighting Vehicle (AARF Engine 50 serves as the back-up) which were required to ensure FAA compliance and uninterrupted commercial airline service
- c. Approval of Utilities Assistance Agreement with Stillwater Medical Center Authority for the development and operation of sports facilities

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE THE CONSENT DOCKET AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

5. PUBLIC COMMENT ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING

Caleb Kamarunas, Johnson Controls Representative, spoke in favor of the City approving the Johnson Controls Performance contract.

Roy Layes, 2609 S. MarVista Street, spoke against the Johnson Controls Performance Contract.

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. GENERAL ORDERS

- a. Consideration, discussion, and possible action regarding the performance-based efficiency contract with JCI and project financing, including possible action to terminate Performance Contract and authorize payment to JCI for the Performance Development Agreement or other direction to staff related to the performance-based efficiency improvements project

Interim City Manager Brady Moore stated that all directors and managers met to review the scope of the project and to determine if an alternative path forward for project implementation was available. He stated he asked the internal team to come with a conservative cost estimate for hiring out the work or for using City crews to complete the work laid out in the project scope. Mr. Moore stated that he challenged staff to come with a realistic implementation schedule and corresponding funding plan to phase in the work. Mr. Moore presented the project scope, timeline and funding for internally implementing the energy saving project.

City Attorney Kimberly Carnley gave a legal update related to the financing of this project.

Discussion was held amongst City Council and staff.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO TERMINATE THE PERFORMANCE CONTRACT WITH JCI AND AUTHORIZE PAYMENT UNDER THE PERFORMANCE DEVELOPMENT AGREEMENT AND DIRECT STAFF TO COME BACK WITHIN A MONTH TO COUNCIL WITH A PLAN.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

8. RESOLUTIONS

- a. Resolution No. CC-2023-26: A resolution authorizing signatories for depositaries

Finance Director Christy Cluck reported that with the recent turnover in staff it is necessary to change the authorizing signatories for depositaries with the City's banking institutions and Resolution No. CC-2023-26 accomplishes that change.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2023-26 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- b. Resolution CC-2023-27: A resolution of the Stillwater City Council authorizing the execution and delivery of an equipment lease/purchase agreement, and related instruments, and determining other matters in connection therewith

Finance Director Christy Cluck reported that on November 1, 2021, City Council approved the purchase of two fire engines and financing through the SUA master lease agreement with Bank of America (BOA). On May 3, 2023, Oklahoma State Treasurer Todd Russ published a list of financial

institutions that boycott oil and gas companies as required by the Energy Discrimination Elimination Act. Ms. Cluck stated that BOA is on the restricted financial companies list which prevents the City from entering into any further contracts with them. She stated that to find a new lending partner to finance the fire engines, the City sent out a request for proposals (RFP) on June 1, 2023. Five RFP's were received. Staff recommends adopting Resolution No. CC-2023-27 authorizing the equipment lease purchase agreement with the Bank of Oklahoma.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2023-27 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- c. Resolution CC-2023-28: A resolution adopting a record retention schedule and process for the City of Stillwater, Oklahoma and related entities

Assistant City Attorney Ashlyn Garis stated she is going to introduce the next two resolutions on the agenda for the adoption of a record retention schedule and an updated fee schedule for open records search, inspection and reproduction fees pursuant to the Open Records Act.

Ms. Garis stated the records retention schedule establishes minimum time periods for retention pursuant to State law and City code. Adopting the schedule will provide the City with a tool for more efficient operation of records management.

Ms. Garis stated that the new fee schedule provides additional details for the City to charge its direct costs related to open records searches. State law requires adoption of these fees by resolution.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2023-28 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- d. Resolution CC-2023-29: a resolution establishing the fee schedule for open records search, inspection and reproduction fees pursuant to the Oklahoma Open Records Act, 51 O.S. 24A.1 *ET SEQ*

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2023-29 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- e. Resolution CC-2023-30: A resolution of the Stillwater City Council finding that the services to be provided by Banc Of America Public Capital Corp to finance the JCI Performance Contract are not otherwise reasonably available from a company that is not a listed financial company under Section 3 of the Energy Discrimination Elimination Act of 2022

NO ACTION WAS TAKEN ON THIS ITEM

- f. Resolution CC-2023-31: a resolution of the governing body of the City of Stillwater, Oklahoma, authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, financing and leasing of certain equipment for the

public benefit within the terms provided herein; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution

NO ACTION WAS TAKEN ON THIS ITEM

9. ORDINANCES

a. Second Reading

Ordinance No. 3525: an ordinance rezoning approximately 53 acres of property located east of 12th and Blakely and north of Stillwater Creek, including property more commonly described as 1200 S. Adams Street and 1201 S. Adams Street, from Office (O) and Agriculture (A) to Public (P)

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3525 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

10. APPOINTMENTS

a. Board of Adjustment

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO APPOINT GERALD E. HAMMOND AND JOLEYN NICKENS TO THE BOARD OF ADJUSTMENT.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

b. Board of Drainage Appeals

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HAWKINS TO APPOINT HAINING SCHOENEMAN TO THE BOARD OF DRAINAGE APPEALS.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

11. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:

- i. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.
- ii. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley

b. Miscellaneous items from the City Manager:

- Interim City Manager Brady Moore announced that the Stillwater Fire Department will have a pinning ceremony for new recruits Dane Lemmon, Colton Savory and Brandon Vessar on Wednesday, August 23. The ceremony will begin at 1:30 p.m. at Fire Station #1, 1506 S. Main St. Please join us as we honor their commitment to serving our community. If you cannot attend the

event in person, it will be streamed live on the Fire Dept.'s Facebook page at: facebook.com/StwFire.

c. Miscellaneous items from the City Council:

- Councilor Hardin reminded residents that it's back to school in Stillwater. With all our educational entities back in school please be mindful when driving and look out for additional traffic, bicyclist, scooters and walkers.

A couple of reminders:

- ✓ Always stop at crosswalks and let pedestrians pass.
- ✓ Vehicles must stop at least 20 feet before reaching a school bus that is stopped with its red lights flashing.

Together, citizens can ensure our students and all community members arrive at their destinations safely.

- Councilor Clark reported that the City is accepting applications for citizen representatives to serve on the Board of Drainage Appeals. This position needs to be filled by someone with knowledge of hydrology, engineering, storm water management or a related field and who have no economic interest in the development or construction industries. If anyone would like to get involved in their local government and help make Stillwater even greater, please consider applying online at: Stillwaterok.gov/citizenboards.
- Councilor Hawkins stated that with the first OSU home football game coming up on September 2, please consider taking advantage of the Free Park & Ride Shuttle Service. The City of Stillwater and Oklahoma State University Athletics offer free parking and shuttle service from downtown. The shuttle runs every 30 minutes:
 - ✓ Before and after the game;
 - ✓ Three hours before the game;
 - ✓ Throughout the post-game.

There are more than 500 free parking spots available. The pick-up and drop-off location is at 7th Avenue and Lewis Street. Save money, beat the rush, park downtown, and go Pokes!

- Vice Mayor Dzialowski stated that ODOT has requested we share with our community that all four lanes on Perkins Road/US 177 will be open by the end of August. Also be mindful, there will be intermittent lane closures, as needed, to finish entrances/exits to our ADA compliant crosswalks. The City appreciates ODOT for meeting timelines and working with us to keep traffic moving during large events. Big thanks to everyone for their continued patience throughout the much-needed construction project. And, thank you to our businesses located within the construction area and to patrons who have continued to shop local and support these businesses. Don't forget that the Chamber's Purchase on Perkins ends this month. To find out more information about the effort, go to the Chamber's Facebook or their website at Stillwaterchamber.org
- Mayor Joyce announced that on Wednesday, August 23, the City of Stillwater will celebrate the 7th anniversary of the first commercial flight out of Stillwater Regional Airport. Many thanks to our staff at the airport for continued efforts to provide greater travel opportunities and economic growth for Stillwater and surrounding communities. Please consider supporting our local economy and "Fly SWO" when traveling. Stillwater Regional Airport offers free parking, short security lines and is close to home. Book flights using airport code SWO at AA.com.

- i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

13. EXECUTIVE SESSION

- a. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.
- b. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:17 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

Stillwater City Council meeting recessed at 6:17 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 6:25 p.m.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ENTER INTO EXECUTIVE SESSION AT 6:26 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

14. RETURN FROM EXECUTIVE SESSION

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:05 P.M.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- a. Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO DIRECT THE HR DIRECTOR TO ADJUST THE INTERIM CITY MANAGER'S COMPENSATION THAT IS CONSISTENT WITH WHAT THE CITY'S GENERAL EMPLOYEE'S ARE RECEIVING.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

- b. Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley, including consideration of an Amendment to Employment Agreement to address terms of employment.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO DIRECT STAFF TO ADJUST THE CITY ATTORNEY'S CONTRACT AS DISCUSSED.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

15. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE AUGUST 21, 2023 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA. NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

The August 21, 2023 regular meeting of the Stillwater City Council adjourned at 8:07 p.m.

**WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL**

**TERESA KADAVY
CITY CLERK**

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED AUGUST 16, 2023 AT 3:45 P.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
COUNCIL HEARING ROOM
723 S. LEWIS
STILLWATER, OK 74074
AUGUST 21, 2023
6:26 P.M.

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS, KEVIN CLARK AND TIM HARDIN
ABSENT: NONE

- a. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of Interim City Manager Brady Moore.

Discussion was held regarding the employment, appointment, promotion, demotion, disciplining, or resignation of Interim City Manager Brady Moore, pursuant to 25 O.S. §307 (B)(1).

- b. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Attorney Kimberly Carnley.

Discussion was held regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Attorney Kimberly Carnley, pursuant to 25 O.S. §307 (B)(1).

The Executive Session concluded at 8:05 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 11, 2023

Agenda Item:	CC-20-141
Background / Issue:	- The library received a \$6,000 Digital Literacy Workshop Incentive grant from the Public Library Association (PLA). - Funds will be used to teach digital literacy skills at outreach visits throughout the community.
Proposal/Solution:	Use the \$6,000 in grant funds from PLA for teaching digital literacy skills in a variety of Stillwater locations.
Financial Impact/Funding Source(s):	The budget amendments reflect an increase to the general grant revenue account by \$6,000 and a corresponding increase to the grants expenditure account.
Related Strategic Priority:	#1 Effective Services & Accountable Government: To provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and appropriation of \$6,000 in grants to Stillwater Public Library.
Prepared By:	Stacy DeLano, Library Director
Reviewed By:	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Budget Amendments



Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 08/31/2023

Department: Library

Requested by: Stacy DeLano, library director *OC-23-141* ✓

Explanation:

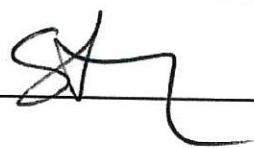
REVENUE

The library received a \$6,000 Digital Literacy Workshop Incentive grant from the Public Library Association.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Library Aministr / Grant Revenue	1015510 - 43000	24LB01101	\$ 0	\$ 6,000	\$ 6,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 6,000

Reviewed by Department Manager: 

Date: 08/31/2023

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request

For Budget Year 2024

Department of Finance
 723 S. Lewis Street/P.O. Box 1449
 Stillwater, OK 74076-1449

Office: 405.372.0025
 Web: stillwater.org

Date: 08/31/2023

Department: Library

Requested by: Stacy DeLano, library director *CC-23-141* ✓

Explanation:

EXPENDITURE

 The library received a \$6,000 Digital Literacy Workshop Incentive grant from the Public Library Association.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Library Aministr / Grant Expend	1015510 - 53045	24LB01101	\$ 0	\$ 6,000	\$ 6,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 6,000

Reviewed by Department Manager: 

Date: 08/31/2023

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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**STILLWATER PUBLIC LIBRARY TRUST
ANNUAL REPORT
2022/23 FISCAL YEAR**

Financial Statement

During the 2022/23 fiscal year, there were **52** donations to the Stillwater Public Library Trust totaling **\$28,751.60**. As of June 30, 2023 the Trust Fund has a balance of **\$620,492.36**. The Mabel King Fund has a balance of **\$54,845.36**. Funds are managed by the Stillwater Public Library Trust Board with assistance from the City of Stillwater Finance Department.

During the 2022/23 fiscal year, **\$1497.91** was expended:

Centennial Activity Costs	\$1006.58
Donor Recognition Installation	\$491.33

Activities Report

During the 2022/23 fiscal year, the Stillwater Public Library Trust Board met **6** times. Trust Board members were involved in the following activities during the year:

- 1) Managed investment of Trust funds in Certificates of Deposit and Vanguard Mutual and Money Market Funds;
- 2) Approved the Stillwater Public Library Trust Annual report for FY2021/22; and
- 3) Approved and expended Trust Projects for FY2022/23 using the trailing 3 year average as of 6/30/22.

The regular meetings of the Stillwater Public Library Trust Board are held bimonthly, beginning in January on the second Wednesday of the month at 4:00 p.m. at the Stillwater Public Library. Members of the 2022-23 Trust Board included: Chair Barbara Miller, Vice-Chair Matt Hull, and members Sandeep Nabar, Cynthia Francisco, and new Friends of the Library appointee, Holly Hartman.

Respectfully Submitted,

Executive Secretary
Stacy DeLano

REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 11, 2023

Agenda Item:	CC-23-136
Prior Council Action/Related Items: (Hyperlinks Or PDF)	Prior actions for the easements associated with West College Phase 2, Eyler and Manhole Rehabilitation Project (Project) include: • Professional Services Agreement (PSA) with RJN for design; & Amendment 1 • Budget Amendment appropriating funds for easement acquisition • Acceptance of Easements
Issue:	• The West College, Eyler and Manhole Rehabilitation Project will replace portions of the sanitary sewer system south of University Avenue and West of Jefferson Street. • The new sanitary sewer lines will require nearly 200 easements and rights-of-entry from 96 land owners. To date, about 22% of the easements have been acquired.
Solution:	Staff has completed land owner negotiations for the required easement listed below: Kailey & Jacob Weiner 1107 S. Gray St. Permanent Sewer Line Easement
Financial Impact/Funding Source(s):	Funds are appropriated from the Wastewater Fund for easement purchases for this project.
Related Strategic Priority:	#4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.
Recommended Action/Motion:	Motion to accept the permanent sewer line easement at 1107 S Gray Street that is required for the West College, Eyler and Manhole Rehabilitation Project, and authorize the Mayor to execute the easement documents.

Prepared By:	Jim Scott, Acquisition Tech
Reviewed By:	Candy Staring, Engineering Director
Submitted By:	Brady Moore, Interim City Manager

REPORT TO: CITY COUNCIL
MEETING DATE: SEPT. 11, 2023

Agenda Item	CC-23-137
Issue	- Stillwater Fire Department (SFD) has two command staff vehicles that are at the end of their service life, are too small, and not properly equipped. - Purchase of two new vehicles was originally planned for the 2023-24 capital budget request at an estimated cost of \$60,000 per vehicle to purchase and outfit them with the necessary equipment.
Solution	- SFD has contacts with the Kansas Highway Patrol and has recently purchased one of their surplus vehicles for use in the Stillwater Fire Department. - Their surplus vehicles are in good condition, already outfitted with some of the necessary equipment, and available at a substantially reduced cost. - A summary sheet comparing the vehicles and pricing is attached.
Financial Impact	Funding is available in the rural fire account.
Strategic Plan Alignment	#1 Effective Services and Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service. #3 Safe Community: To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.
Recommended Action/Motion	Motion to approve the purchase of two 2021 Dodge Durango command staff vehicles from the Kansas Highway Patrol at a total cost of \$63,500 and approve the budget amendment appropriating \$77,000 for the purchase and upfitting of the vehicles.
Prepared By	Terry Essary, Fire Chief
Reviewed By	John McClenny, Procurement Manager Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachments:	Budget Amendment Price Comparison Summary



Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 08/24/2023

Department: Fire

Requested by: Terry Essary

Explanation: Expenditure:
Appropriate funds for purchase of two vehicles.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	2-Staff Vehicles	1606510 - 54001	24FD01160	\$ 0	\$ 77,000	\$ 77,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 77,000

Reviewed by Department Manager: Terry Essary

Date: 8-25-23

Reviewed by Finance: Christy Cluck

Date: 8-25-23

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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	Kansas Highway Patrol	Kansas Highway Patrol	Bob Moore	Westgate
Year	2021	2021	2021	2021
Make	Dodge	Dodge	Dodge	Dodge
Series	Durango	Durango	Durango	Durango
Mileage	under 50,000	under 50,000	51,178	49,512
Color	White	White	Granite	Reactor Blue
Engine	5.7L	5.7L	3.6L	5.7L
Power Train	AWD	AWD	AWD	AWD
VIN	1C4SDJFTXMC826105	1C4SDJFT8MC662921	1C4RDJDG2MC575536	1C4SDJFT9MC662331
Options	Pursuit Series Thunderstruck bumper Havis console Interior light/siren package 21-813	Pursuit Series Thunderstruck bumper Havis console Interior light/siren package 21-856	GT Plus No upfitting	Pursuit Series No upfitting
Price	\$31,775.00	\$31,775.00	\$36,385.00	\$33,729.00



REPORT TO: CITY COUNCIL
MEETING DATE: SEPTEMBER 11, 2023

Agenda Item	CC-23-135
Prior Council Action	CC-23-72 Bid Rejection PD Communications
Issue	• The Stillwater Police Communications Center (dispatch) is over 20 years old, undersized, poorly organized, and outdated for current needs. • Research and discussions with experts about a renovation of the Center began about one year ago. • A proposal was taken to the E911 board with a request for funding of the renovation in accordance with State statute. • The proposal included replacement of all equipment including flooring, desks, lighting, ceiling, electrical systems, and data connections but excluding computers. • February 2023 E911 board approved funding for the project via a grant of \$550,000. • An invitation to bid was issued on February 4, 2023 and closed on April 12, 2023. Two bids were received. One was not compliant with specifications and one was over budget. • Both bids were rejected.
Solution	• Staff reworked the design and specifications for better clarity and to fit the budget, and the project was re-bid. A Request for Proposals was issued on July 15, 2023 and closed on August 9, 2023. • One response was received from Evans Consoles, Inc., Grapevine TX in the amount of \$482,836. • The bid from Evans Consoles is fully compliant with the specifications and within the available budget.
Financial Impact	• The project is funded by the Payne County 911 board through a \$550,000 grant to the City. • A budget amendment to accept the grant funds has been prepared. • A budget amendment to allocate the funds has been prepared.
Funding Source	

Strategic Plan Alignment	• #1 Effective Services & Accountable Government • #3 Safe Community
Recommended Action/Motion	<u>Consent Item f:</u> Motion to approve the budget amendment reflecting the receipt of grant funds of \$550,000 from Payne County E-911 Board for the Stillwater Police Communications Center Renovation project. <u>Consent Item g:</u> Motion to award the bid for the Stillwater Police Communications Center Renovation to Evans Consoles, Inc. in the amount of \$482,836 and approve the budget amendment reflecting expenditure allotment of \$550,000.
Prepared By	Captain Todd Parry, SPD
Reviewed By	Jeff Watts, Chief, SPD John McClenny, Procurement Manager Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager

REPORT TO: CITY COUNCIL
MEETING DATE: MAY 15, 2023

Agenda Item	4b. CC-23-72
Background / Issue	• The Stillwater Police Communications Center (dispatch) is over 20 years old, undersized, poorly organized, and outdated for current needs. • Research and discussions with experts about a renovation of the Center began about one year ago. • A proposal was taken to the E911 board with a request for funding of the Center renovation in accordance with State statute. • The proposal included replacement of all equipment including flooring, desks, lighting, ceiling, electrical systems, and data connections but excluding computers. • February 2023 E911 board approved funding the project via a grant of \$550,000. • An invitation to bid was issued on February 4, 2023 and closed on April 12, 2023. Invitation to Bid • Two bids were received. ○ Firebrand Construction LLC, Stillwater – Bid does not meet specifications in critical areas such as lighting. ○ Evans Consoles, Inc., Grapevine, TX – Bid exceeds the available budget.
Solution	• Staff proposes to reject all bids, adjust the design/specifications, and re-bid the project.
Financial Impact Funding Source	• The project will be funded by the Payne County 911 board through a \$550,000 grant to the City.
Strategic Plan Alignment	• #1 Effective Services & Accountable Government • #3 Safe Community
Recommended Action/Motion	Motion to reject all bids received for the Stillwater Police Communications Center Bid #32-2023 and re-bid the project.
Prepared By	Todd Parry, Captain SPD
Reviewed By	Jeff Watts, Chief SPD Patti Osmus, Assistant to City Manager
Submitted By:	Norman McNickle, City Manager

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 08/24/2023

Department: Police

Requested by: Jeff Watts CC-23-135

Explanation:

Revenue:
Increase revenue projections for contribution from Payne County E-911 for remodel of dispatch center.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donation	1016025 - 48701	24PD01101	\$ 0	\$ 550,000	\$ 550,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 550,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 08/24/2023

Department: Police

Requested by: Jeff Watts

CC-23-135

Explanation:

Expenditure:
Appropriate funds for remodel of dispatch center. Funded by contribution from Payne County E-911.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Dispatch Remodel	1016025 - 54009	24PS01101	\$ 0	\$ 550,000	\$ 550,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 550,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 11, 2023



Agenda Item:	4.g. CC-23-135
Previous/Related Action:	CC-23-72
Background/Issue:	• The Stillwater Police Communications Center (dispatch) is over 20 years old, undersized, poorly organized, and outdated for current needs. • Research and discussions with experts about a renovation of the Center began about one year ago. • A proposal was taken to the E911 board with a request for funding of the renovation in accordance with State statute. • The proposal included replacement of all equipment including flooring, desks, lighting, ceiling, electrical systems, and data connections, but excluding computers. • February 2023 E911 board approved funding for the project via a grant of \$550,000. • An invitation to bid was issued on February 4, 2023 and closed on April 12, 2023. Two bids were received. One was not compliant with specifications and one was over budget. • Both bids were rejected.
Proposal/Solution:	• Staff reworked the design and specifications for better clarity and to fit the budget, and the project was re-bid. A Request for Proposals was issued on July 15, 2023 and closed on August 9, 2023. • One response was received from Evans Consoles, Inc., Grapevine, TX for the amount of \$482,836. • The bid from Evans Consoles is fully compliant with the specifications and within the available budget.
Financial Source/Impact:	• The project is funded by the Payne County 911 board through a \$550,000 grant to the City. • A budget amendment to allocate the funds has been prepared.

Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	1. Motion to award the bid for the Stillwater Police Communications Center Renovation to Evans Consoles, Inc. in the amount of \$482,836 and approve the budget amendment reflecting expenditure allotment of \$550,000.
Prepared By:	Todd Parry
Reviewed By:	Patti Osmus
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. CC-23-135 Attachment
2. CC-23-135 Attachment Budget Amend Exp

REPORT TO: CITY COUNCIL
MEETING DATE: MAY 15, 2023

Agenda Item	4b. CC-23-72
Background / Issue	• The Stillwater Police Communications Center (dispatch) is over 20 years old, undersized, poorly organized, and outdated for current needs. • Research and discussions with experts about a renovation of the Center began about one year ago. • A proposal was taken to the E911 board with a request for funding of the Center renovation in accordance with State statute. • The proposal included replacement of all equipment including flooring, desks, lighting, ceiling, electrical systems, and data connections but excluding computers. • February 2023 E911 board approved funding the project via a grant of \$550,000. • An invitation to bid was issued on February 4, 2023 and closed on April 12, 2023. Invitation to Bid • Two bids were received. ○ Firebrand Construction LLC, Stillwater – Bid does not meet specifications in critical areas such as lighting. ○ Evans Consoles, Inc., Grapevine, TX – Bid exceeds the available budget.
Solution	• Staff proposes to reject all bids, adjust the design/specifications, and re-bid the project.
Financial Impact Funding Source	• The project will be funded by the Payne County 911 board through a \$550,000 grant to the City.
Strategic Plan Alignment	• #1 Effective Services & Accountable Government • #3 Safe Community
Recommended Action/Motion	Motion to reject all bids received for the Stillwater Police Communications Center Bid #32-2023 and re-bid the project.
Prepared By	Todd Parry, Captain SPD
Reviewed By	Jeff Watts, Chief SPD Patti Osmus, Assistant to City Manager
Submitted By:	Norman McNickle, City Manager

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 08/24/2023

Department: Police

Requested by: Jeff Watts

Explanation:

Expenditure:
Appropriate funds for remodel of dispatch center. Funded by contribution from Payne County E-911.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Dispatch Remodel	1016025 - 54009	24PS01101	\$ 0	\$ 550,000	\$ 550,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 550,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 11, 2023



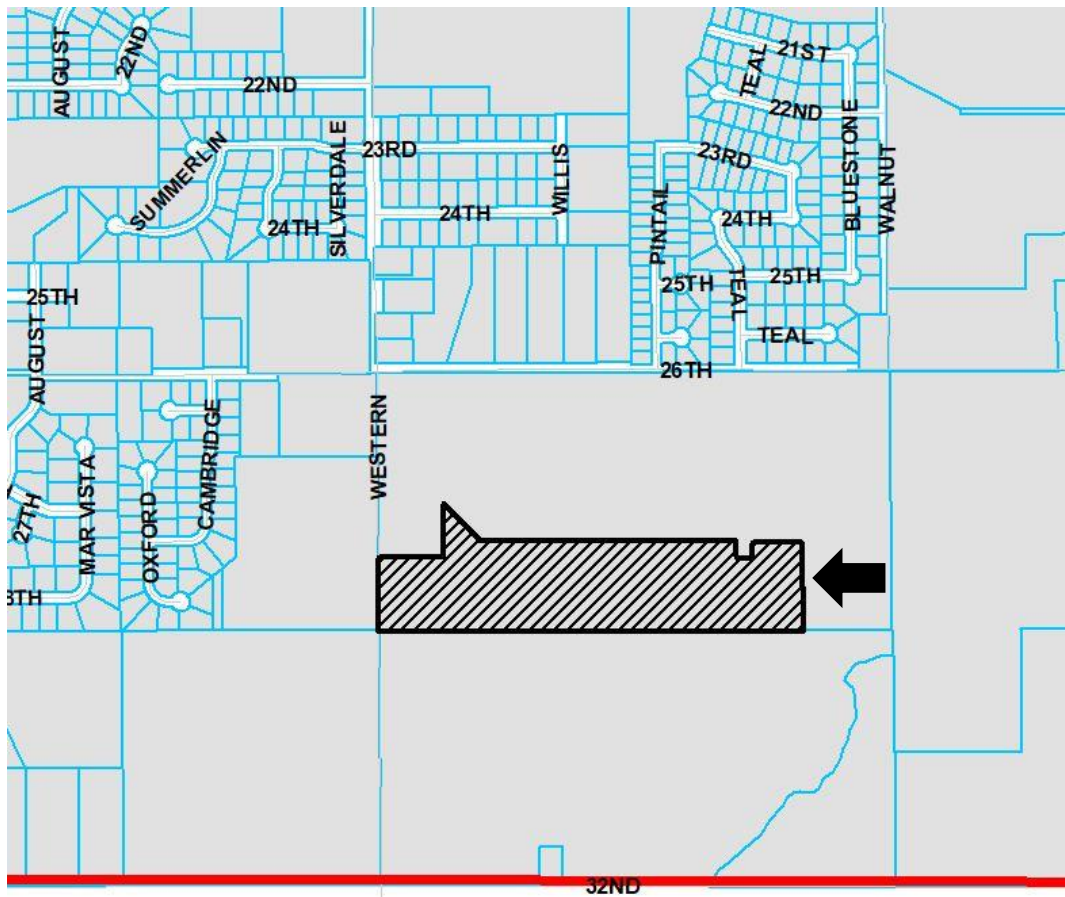
Agenda Item:	4.h. CC-23-142
Previous/Related Action:	August 15, 2023 - Planning Commission
Background/Issue:	• IH Development, LLC, Ideal Homes of Norman, LP, & Park Valley Land Fund, LLC request the review and approval of a final plat, known as Park Valley Addition Section 1, to subdivide property into 58 single-family residential lots and 3 outlots. The development is located near the Southeast corner of the intersection of South Western Road and West 26th Avenue. The property is zoned Small Lot Single-Family Residential District (RSS). • Park Valley Addition Preliminary Plat was originally presented to Planning Commission at a special meeting date of May 12, 2020. Planning Commission approved the preliminary plat containing 329 lots and 7 outlots with a vote of 5-0. The Preliminary Plat expired after two years from the date of approval with no final plat of any portion filed. • The revised preliminary plat had 301 lots and 8 outlots, and was presented to Planning Commission on May 2, 2023. Planning Commission motioned for the preliminary plat be approved with the condition that verification of the ownership of the subject property be presented. • • The applicant provided a Correction of Warranty Deed to clarify the ownership of the southern portion of the subject property. The current ownership of the subject property is Park Valley Land Fund, LLC, Ideal Homes of Norman, LP, and IH Development, LLC. • • Improvements have been considered substantially complete by the City Engineering department. • Please be aware that there will be private retaining walls constructed in City easements on the shared property line between Block 3 Lots 1-5 and Block 3 Lots 6-9 and Block 4 Lots 1-8 and along the rear property line of Block 4 Lots 8-

14. An encroachment agreement will be required for the retaining walls.

Proposal/Solution:	The Planning Commission recommended approval of this Final Plat request with a 5 to 0 vote.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission's recommendation to approve the Final Plat for Park Valley Addition Section 1.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Patti Osmus
Submitted By:	Brady Moore, Interim City Manager

Attachments

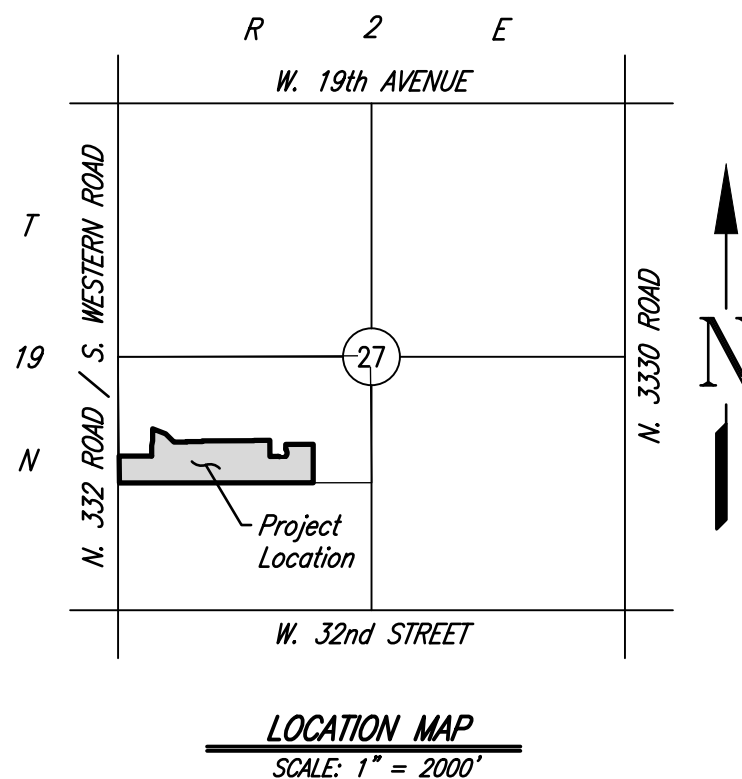
1. CC-23-142 Attachment Area Map
2. CC-23-142 Attachment FP
3. CC-23-142 Attachment PC Mins



The City of
Stillwater
 OKLAHOMA

Project Type: Final Plat (SUB20-14) Park Valley Phase 1
Request: To create 58 residential lots
Address: 1823 W 26th Ave
Applicant: IH Development, LLC, Ideal Homes of Norman, LP, & Park Valley Land Fund, LLC

FINAL PLAT
PARK VALLEY ADDITION SECTION 1
A PART OF THE S.W. 1/4, SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA



OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, IH DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company, IDEAL HOMES of NORMAN, L.P., an Oklahoma Limited Partnership, and PARK VALLEY LAND FUND, L.L.C., an Oklahoma Limited Liability Company, do hereby certify that we are the owners of and the only person or persons, corporation or corporations, having any right, title or interest in the land shown on the plat of PARK VALLEY ADDITION SECTION 1, a subdivision of a part of the S.W. 1/4, Section 27, T19N, R2E, I.M., of the Indian Meridian to Stillwater, Payne County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said plat, said plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of PARK VALLEY ADDITION SECTION 1. IH DEVELOPMENT, L.L.C., IDEAL HOMES OF NORMAN, L.P. and PARK VALLEY LAND FUND, L.L.C., dedicates all streets and easements shown on said plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances.

In Witness Whereof the undersigned have caused this instrument to be executed this _____ day of _____, 20____.

IH DEVELOPMENT, L.L.C.
an Oklahoma Limited Liability Company

IDEAL HOMES of NORMAN, L.P.,
an Oklahoma Limited Partnership

PARK VALLEY LAND FUND L.L.C.,
an Oklahoma Limited Liability Company

STATE OF OKLAHOMA s.s.
COUNTY OF PAYNE

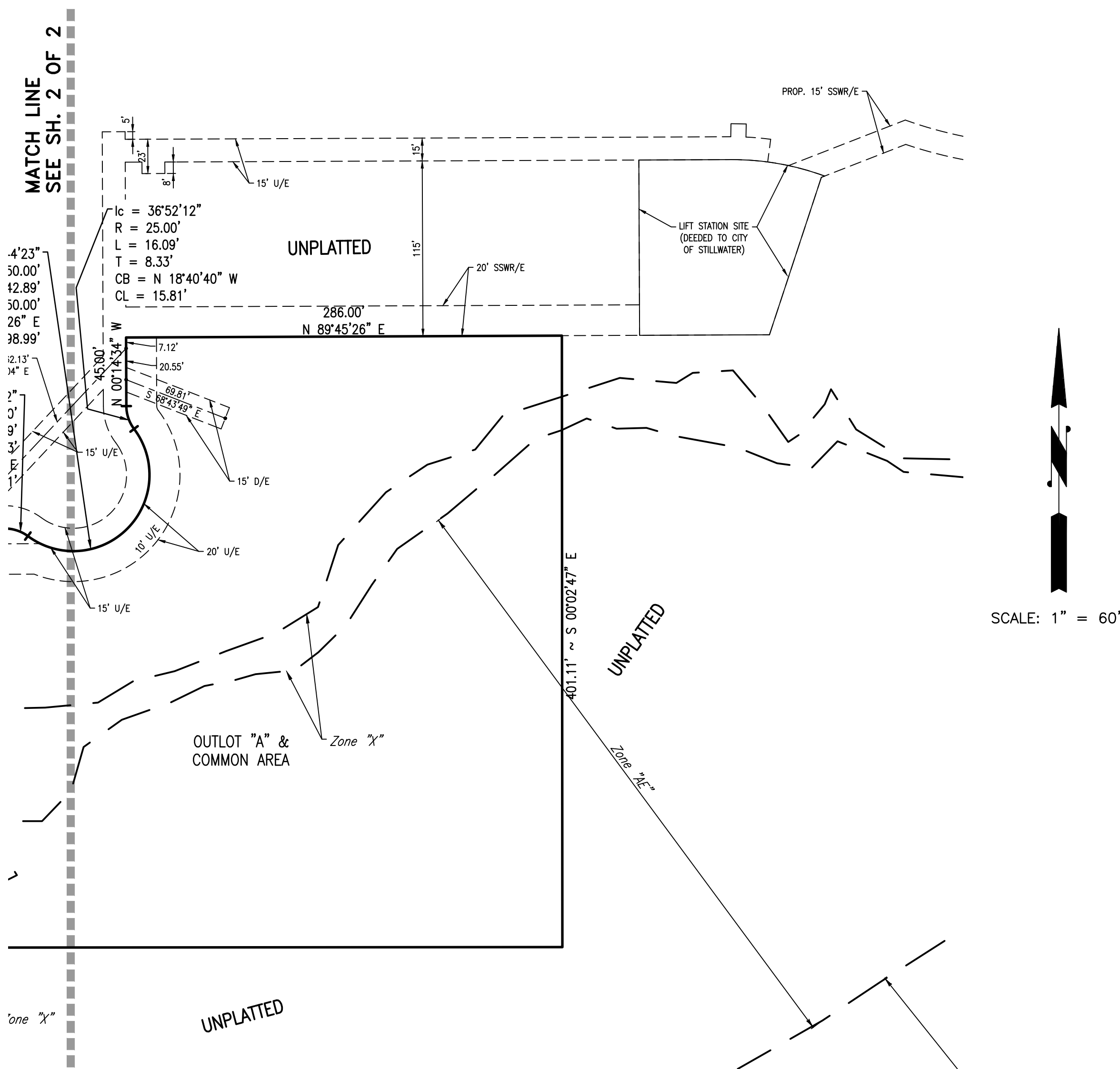
Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20____ personally appeared _____ as Member of IH DEVELOPMENT, L.L.C., _____ as General Partner of IDEAL HOMES of NORMAN, L.P., and _____ as Member of PARK VALLEY LAND FUND, L.L.C., to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of IH DEVELOPMENT, L.L.C., PARK VALLEY LAND FUND, L.L.C., and IDEAL HOMES of NORMAN, for the uses and purposes therein set forth.

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

My Commission Expires: _____

NOTARY PUBLIC

Notary
Seal



CERTIFICATE OF APPROVAL

I, _____, Chairman of the Planning Commission of the City of Stillwater, Oklahoma, hereby certify that the said Planning Commission approved the final plat of PARK VALLEY ADDITION SECTION 1, Stillwater, Oklahoma, this _____ day of _____, 20____.

CHAIRMAN,

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Stillwater, Oklahoma that the dedications shown on the plat of PARK VALLEY ADDITION SECTION 1, Stillwater, Oklahoma are hereby accepted.
Signed by the Mayor of the City of Stillwater, Oklahoma this _____ day of _____, 20____.

ATTEST: _____

CITY CLERK,

MAYOR,

COUNTY TREASURER'S CERTIFICATE

I, Carla Manning, hereby certify that I am the duly elected and acting County Treasurer of Payne County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20____ and all prior years on the land shown on the plat of PARK VALLEY ADDITION SECTION 1, an addition to the City of Stillwater, Payne County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Stillwater, Oklahoma on this _____ day of _____, 20____.

COUNTY TREASURER, Carla Manning

LICENSED LAND SURVEYOR

I, Troy Dee, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of PARK VALLEY ADDITION SECTION 1, an addition to the City of Stillwater, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the _____ day of _____, 20____, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 SECTION 61-108 of the Oklahoma State Statutes.

GOLDEN LAND SURVEYING, P.L.L.C.
4131 NW 122nd St., Suite 100
Oklahoma City, OK. 73120
PHONE: (405) 802-7883

Troy Dee, LICENSED LAND SURVEYOR No. 1745
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 7263 EXPIRES June 30, 2024

STATE OF OKLAHOMA s.s.
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared Troy Dee to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires: _____

NOTARY PUBLIC

Notary
Seal

Date: August 10, 2023

SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
Ph.: (405) 232-7715
Oklahoma CA #464 Exp. 6/30/2025

PARK VALLEY ADDITION SECTION 1
FINAL PLAT
SHEET 1 OF 2

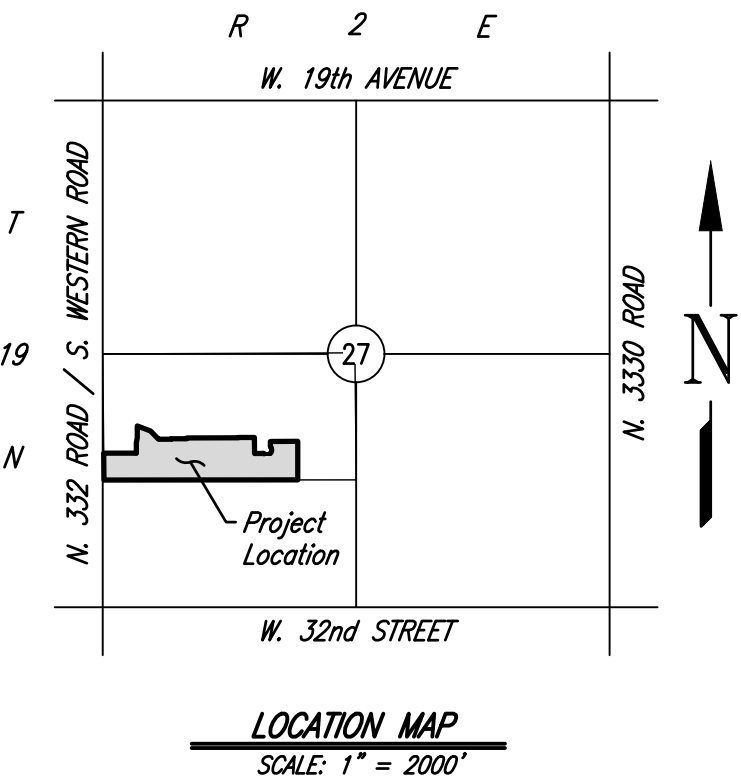
LEGAL DESCRIPTION:

A tract of land being a part of the Southwest Quarter (S.W. ¼), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said S.W. 1/4; THENCE South 00°37'25" East along the West line of said S.W. ¼ a distance of 1034.20 feet to the POINT OF BEGINNING;

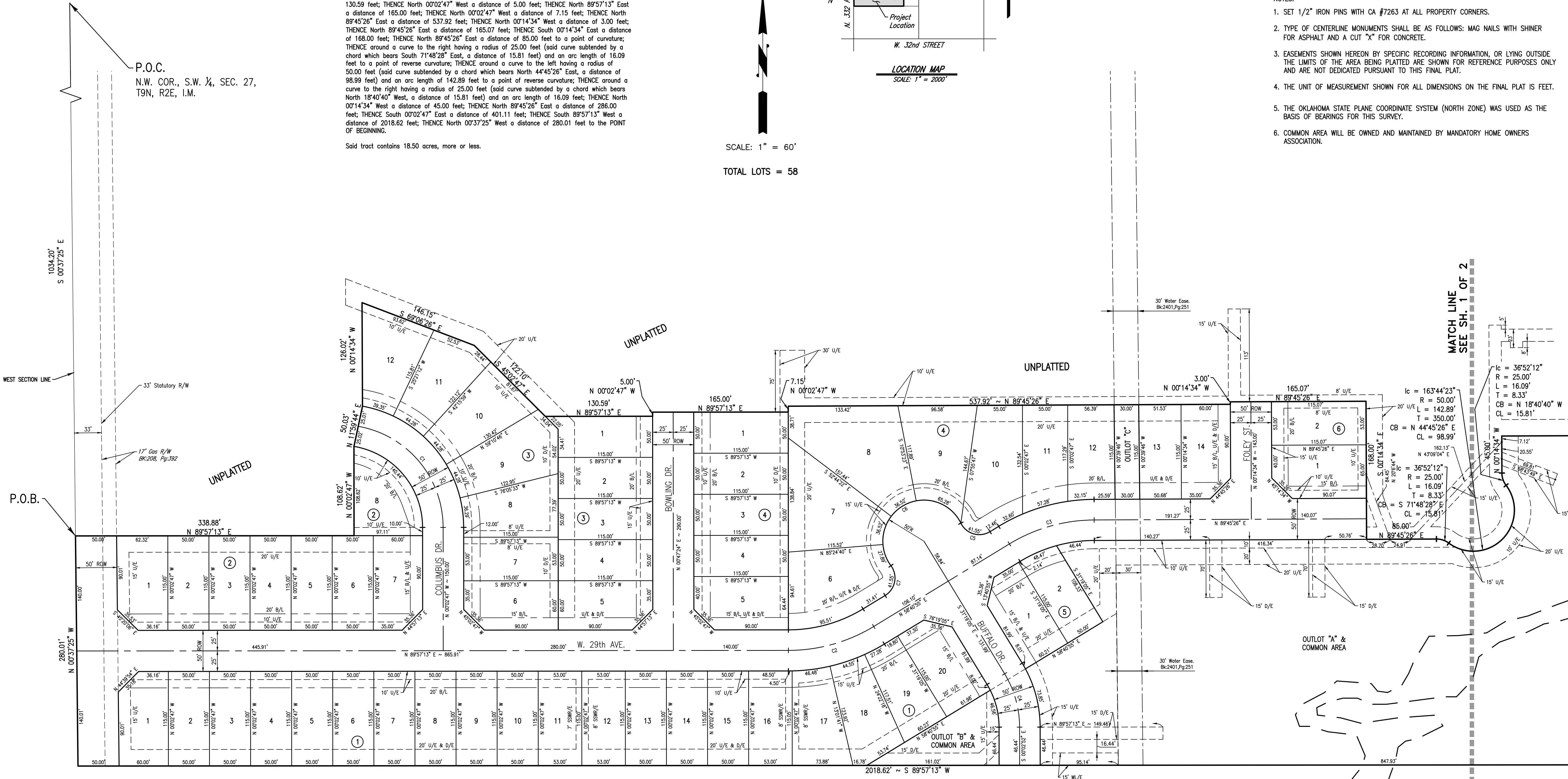
THENCE North 89°57'13" East a distance of 338.88 feet; THENCE North 00°02'47" West a distance of 108.62 feet; THENCE North 11°59'44" East a distance of 50.03 feet; THENCE North 00°14'34" West a distance of 126.02 feet; THENCE South 69°06'26" East a distance of 146.15 feet; THENCE South 45°02'47" East a distance of 122.10 feet; THENCE North 89°57'13" East a distance of 130.59 feet; THENCE North 00°02'47" West a distance of 5.00 feet; THENCE North 89°57'13" East a distance of 165.00 feet; THENCE North 00°02'47" West a distance of 7.15 feet; THENCE North 89°45'26" East a distance of 537.92 feet; THENCE North 00°14'34" West a distance of 3.00 feet; THENCE North 89°45'26" East a distance of 165.07 feet; THENCE South 00°14'34" East a distance of 168.00 feet; THENCE North 89°45'26" East a distance of 85.00 feet to a point of curvature; THENCE around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears South 71°48'28" East, a distance of 15.81 feet) and an arc length of 16.09 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 50.00 feet (said curve subtended by a chord which bears North 44°45'26" East, a distance of 98.99 feet and an arc length of 142.89 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 25.00 feet (said curve subtended by a chord which bears North 18°40'40" West, a distance of 15.81 feet) and an arc length of 16.09 feet; THENCE North 00°14'34" West a distance of 45.00 feet; THENCE North 89°45'26" East a distance of 286.00 feet; THENCE South 00°02'47" East a distance of 401.11 feet; THENCE South 89°57'13" West a distance of 2018.62 feet; THENCE North 00°37'25" West a distance of 280.01 feet to the POINT OF BEGINNING.

Said tract contains 18.50 acres, more or less.



FINAL PLAT
PARK VALLEY ADDITION SECTION 1
A PART OF THE S.W. 1/4, SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA

- NOTES:
- SET 1/2" IRON PINS WITH CA #7263 AT ALL PROPERTY CORNERS.
 - TYPE OF CENTERLINE MONUMENTS SHALL BE AS FOLLOWS: MAG NAILS WITH SHINER FOR ASPHALT AND A CUT "X" FOR CONCRETE.
 - EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION, OR LYING OUTSIDE THE LIMITS OF THE AREA BEING PLATTED ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.
 - THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
 - THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.
 - COMMON AREA WILL BE OWNED AND MAINTAINED BY MANDATORY HOME OWNERS ASSOCIATION.



CURVE TABLE

CURVE	DELTA	ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD	BEARING	CHORD LENGTH
C1	79°57'49"	125.00	174.45	104.82	N 40°01'41" W	1160.84		
C2	1°16'18"	200.00	108.16	65.89	N 74°19'04" E	107.81		
C3	31°04'31"	200.00	108.47	65.81	S 74°13'11" W	107.15		
C4	31°16'13"	125.00	168.22	64.98	N 15°00'56" E	36.93		
C5	31°16'13"	125.00	168.22	64.98	S 74°20'08" E	36.93		
C6	130°27'54"	50.00	166.21	545.88	S 58°40'55" W	99.58		
C7	98°13'57"	25.00	141.55	27.39	N 11°03'57" E	36.93		

LEGEND

- R.O.W. RIGHT OF WAY
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT
SSW/E SANITARY SEWER EASEMENT
P/E PRIVATE EASEMENT
E/E ELECTRIC EASEMENT
B/L BUILDING SETBACK LINE
-1000- ADDRESSES

Date: August 10, 2023

SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
Ph: (405)232-7715
Oklahoma CA #464 Exp. 6/30/2025

PARK VALLEY ADDITION SECTION 1
FINAL PLAT
SHEET 2 OF 2

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF August 15, 2023
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED August 9, 2023 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

Jana Phillips, Chair
Mike Shanahan, Member
Mark Prather, Member
Riley Williams, Member
Andrew VanLeuven, Member

STAFF PRESENT

Tammy Ewing, Assistant City Attorney
Jeff Mathews, Comm. Dev. Director
Jacquelyn Porter, City Planner
Diana Hood, Associate Planner
Cindy Gibson, Administrative Services

MEMBERS ABSENT

4. General Orders

The Commissioners will hear a staff presentation, discuss, and take action including a vote or series of votes on each item listed as presented or as amended or revised by the Planning Commission unless the agenda entry specifically states that no action will be taken. The requested Planning Commission action is indicated in each agenda entry but may be amended or revised prior to action by the Planning Commission.

- a. IH Development, LLC, **FINAL PLAT (SUB20-14)**, consideration, discussion and possible action, including recommending approval or denial of an application for a final plat to create a residential subdivision of 58 lots to be named Park Valley Addition, Section 1 on a portion of property currently addressed as 1823 W. 26th Avenue.

Jacquelyn Porter, City Planner presents staff's report. Chair Phillips comments that under general orders, the Planning Commission will hear staff report and hold discussion; and asks if there is any comments or questions on the final plat.

Commissioner Williams inquires about the letter in objection to the plat received regarding the traffic on 26th and Western.

Mr. Andy Doerflinger, City Engineering Department comes to the podium and comments on the following:

- There plans for a left hand turn lane into Frye Farms and Park Valley
- There was a Traffic Impact Analysis as part of review for both these subdivisions that looked into the increase in traffic
- Based upon the report, the left hand turn lane is what is required today and when further development creates the road through the subdivision up to 26th then additional improvements will be required
- Engineering has reviewed a 50% design set for the left hand turn lane
- The City Engineering Department is also doing an evaluation on Western; that scope is still being developed; and is going to look further to the north
- Understand that the letter is beyond the scope of this development but City staff will look at the corridor as a whole to make sure that the corridor, which is a minor arterial remains safe

- Know that this will add traffic and are aware of the need for improvement

Commissioner Shanahan recalls the 2019 presentation from Transportation that discussed the long term traffic infrastructure plan, which included looking at improvement on south Western and extended to 6th Avenue. Andy responds that this will be a refresh of that as there is an ongoing ODOT (Oklahoma Department of Transportation) project at 6th and Western going east; and this study will go from that intersection south to 32nd; and this is still in the early stages of development. Andy comments that for the near term, for these developments, there are improvements that will be required to be done.

Commissioner Prather comments that the studies will end with a solution that is achievable. Andy responds that it is a matter of funding and priorities; the developer is paying for most, if not all, of the improvements required for the entrances of the developments so that part we know will be achieved. Andy comments that what staff doesn't know about is all of the development that is going on in the county that is contributing traffic in this area as well; staff is monitoring traffic counts but can't commit to a timeline for the actual study.

Jacquelyn comments that the traffic impact analysis was for the full development for both subdivisions. Andy reiterates that later into the construction of the development then 26th Avenue will be in poor condition and that improvement will be in conjunction with the development of that portion of this subdivision.

Chair Phillips asks if the connection between the two subdivisions will trigger the required improvement of 26th. Andy reviews the preliminary plat and shows the access of Pintail Street onto 26th; this being the trigger for improvement there and believes it is in Phase 2.

Discussion is held about potential for traffic signal and/or roundabouts.

Commissioner Prather comments about 26th not being a road in very good shape. Andy responds that there is a study for condition assessment to determine what roads get replaced and what roads get repaired.

Commissioner Williams moved, Commissioner Shanahan seconded to approve the final plat as presented.

Roll call:	Phillips	Prather	Shanahan	Williams	VanLeuven
	Yes	Yes	Yes	Yes	Yes

Time: 6 minutes



REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 11, 2023

Agenda Item:	CC-23-140
Prior Council Action/Related Items: (Hyperlinks Or PDF)	May 12, 2020 – Planning Commission May 2, 2023 – Planning Commission August 15, 2023 - Planning Commission
Background / Issue:	• Planning Commission approved the initial Park Valley Addition (PVA) preliminary plat on May 12, 2020. Without the filing of a final plat, the preliminary plat expired. A revised PVA preliminary plat was approved by Planning Commission on May 2, 2023. • On August 15, 2023, Planning Commission recommended approval of the final plat, which is on tonight’s agenda for Council consideration. • IH Development, LLC, Ideal Homes of Norman, LP, & Park Valley Land Fund, LLC requests Council acceptance of public improvements related to PVA Section 1 and PVA Lift Station. PVA Section 1 includes 58 lots and 3 outlots; the PVA Lift Station system consists of gravity sewerline, a lift station and force main. • The location of the PVA development is southeast of the intersection of Western Road and West 26th Avenue. At full build-out, PVA will be a subdivided property of 301 single-family lots and eight (8) outlots.
Proposal/Solution:	• City Code indicates that upon completion of public infrastructure improvements constructed in accordance with the City’s standards and ordinances, the improvements shall be dedicated to the City. • Acceptance of such improvements requires Council action.

- According to the final as-built plans, the improvements for PVA Section 1 and PVA LS consist of the following infrastructure:

Park Valley Addition, Lift Station System:

- 113 LF of 8-inch SDR-35 PVC sanitary sewer line
- 1,198 LF of 12-inch SDR-35 PVC sanitary sewer line
- Lift Station with firm capacity of 500 gpm; serves full build-out of Park Valley and Frye Farms (482 homes)
- 3,737 linear feet of 8-inch DR-9 HDPE sewer force main

Park Valley Addition, Section 1:

- 2,500 LF of 26-ft wide pavement with curb & gutter
- 1,950 LF of various sized reinforced concrete pipe and box drainage lines, ranging from 15-inch diameter to 8-ft x 3-ft box
- 1,784 LF of concrete drainage flumes
- 2,208 LF of 6-inch DR-18 PVC waterline
- 463 LF of 8-inch DR-18 PVC waterline
- 253 LF of 6-inch DR-9 HDPE waterline
- 784 LF of 8-inch DR-9 HDPE waterline
- 3,574 LF of 8-inch SDR-35 sewerline
- The final inspections indicate that improvements are complete. One-year bonds covering these improvements have been received by staff. These bonds will cover any disrepair, failures or incompletions that exist during the first year.

Financial Impact/Funding Source(s):

Upon Council's acceptance, the City is obligated to operate and maintain the infrastructure.

Related Strategic Priority:

#4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.

#5 Unique Culture: To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.

Recommended Action/Motion:

Motion to accept the Park Valley Addition Section 1 and Park Valley Lift Station System public improvements.

Prepared By:

Candy Staring, Engineering Director

Reviewed By:

Patti Osmus, Assistant to City Manager

Submitted By:

Brady Moore, Interim City Manager

REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 11, 2023

Agenda Item:	CC-23-143
Prior Council Action/Related Items:	Park Valley Addition Preliminary Plat Planning Commission Meeting August 15, 2023 On September 11, 2023 agenda for approval: CC-23-142 Final Plat CC-23-140 Public Improvements
Background/Issues:	• IH Development, LLC, Ideal Homes of Norman, LP, & Park Valley Land Fund, LLC is deeding the land that the lift station is located on consisting of 11,791 square feet (0.27 acres). • Dedication of easements in relation to the lift station: ✓ General utility easement consisting of 34,800 square feet (0.80 acres) to connect Section 1 to lift station. ✓ General sanitary sewer easement for the force main line from lift station to West 26th Avenue consisting of 18,999 square feet (0.44 acres). ✓ General sanitary sewer easement for the gravity line from lift station to Frye Farms subdivision consisting of 24,301 square feet (0.558 acres). ✓ Grant of easement (temporary access) from West 26th Avenue to lift station consisting of 47,779 square feet (1.10 acres).
Solution:	• Staff recommends acceptance of this dedication of easements for lift station and warranty deed.
Financial Impact/Funding Source(s):	• There is no additional financial impact from the acceptance of this easement.
Strategic Plan Alignment:	#4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings and

	public systems (such as transportation, utilities and parks) that best serve the needs of the public.
Recommended Action/Motion:	Motion to accept the easement dedications and warranty deed for the Park Valley lift station and authorize the Mayor to execute the documents.
Prepared By:	Jacquelyn Porter, City Planner
Reviewed By:	Josh Brown, Project Manager Jeff Mathews, Community Development Director Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Warranty Deed

WARRANTY DEED

(Oklahoma Statutory Form)

That **Park Valley Land Fund L.L.C., an Oklahoma Limited Liability Company, IH Development L.L.C., an Oklahoma Limited Liability Company, and Ideal Homes of Norman, L.P., an Oklahoma Limited Partnership** Party of the first part, in consideration of the sum of Ten & no/100 and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **The City of Stillwater, Oklahoma,** party of the second part, the following described real property and premises situated in Payne County, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, their heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

EXCEPT covenants, conditions, easements, restrictions and mineral conveyances of record.

Signed and delivered this 1 August 2023

Park Valley Land Fund, L.L.C.

by: *Susan Jaree Stambeck*
Member SUSAN JAREE STAMBECK

RETURN TO: Park Valley Land Fund
1320 N. Porter Ave
Norman, OK 73071

MAIL TAX STMTS TO: Same

ACKNOWLEDGMENT – OKLAHOMA FORM

STATE OF OKLAHOMA, County of Payne, SS.

This instrument was acknowledged before me on 1 August 2023 by SUSAN JAREE STAMBECK
_____, as Member of Park Valley Land Fund, L.L.C.

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

My Commissions Expires: 5/11/27

Ryan Reagan
Notary Public

Signed and delivered this 1 August 2023

IH Development, L.L.C.

by: *Susan Jaree Stambeck*
Member SUSAN JAREE STAMBECK



RETURN TO: IH Development
1320 N. Porter Ave
Norman, OK 73071

MAIL TAX STMTS TO: Same

ACKNOWLEDGMENT – OKLAHOMA FORM

STATE OF OKLAHOMA, County of Payne, SS.

This instrument was acknowledged before me on 1 August 2023 by SUSAN JAREE STAMBECK
____, as Member of IH Development, L.L.C.

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

My Commissions Expires: 5/11/27

Ryan Reagan
Notary Public



Signed and delivered this 1 August 2023

Ideal Homes of Norman, L.P.

by: Susan Jaree Stambeck
Partner SUSAN JAREE STAMBECK

RETURN TO: Ideal Homes of Norman
1320 N. Porter Ave
Norman, OK 73071

MAIL TAX STMTS TO: Same

ACKNOWLEDGMENT – OKLAHOMA FORM

STATE OF OKLAHOMA, County of Payne, SS.

This instrument was acknowledged before me on 1 August 2023 by SUSAN JAREE STAMBECK
____, as Partner of Ideal Homes of Norman, L.P.

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

My Commissions Expires: 5/11/27

Ryan Reagan
Notary Public



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this _____ day of _____, 2023, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered Lift Station and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILL JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

ACKNOWLEDGMENT – OKLAHOMA FORM

STATE OF OKLAHOMA, County of Payne, SS.

This instrument was acknowledged before me on this _____ day _____ 2023,
by _____, as Mayor of City of Stillwater, Oklahoma

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

My Commissions Expires: _____
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
PARK VALLEY ADDITION
LIFT STATION WARRANTY DEED
STILLWATER, PAYNE COUNTY, OKLAHOMA

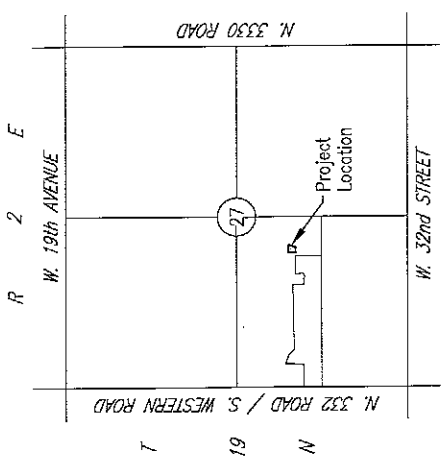
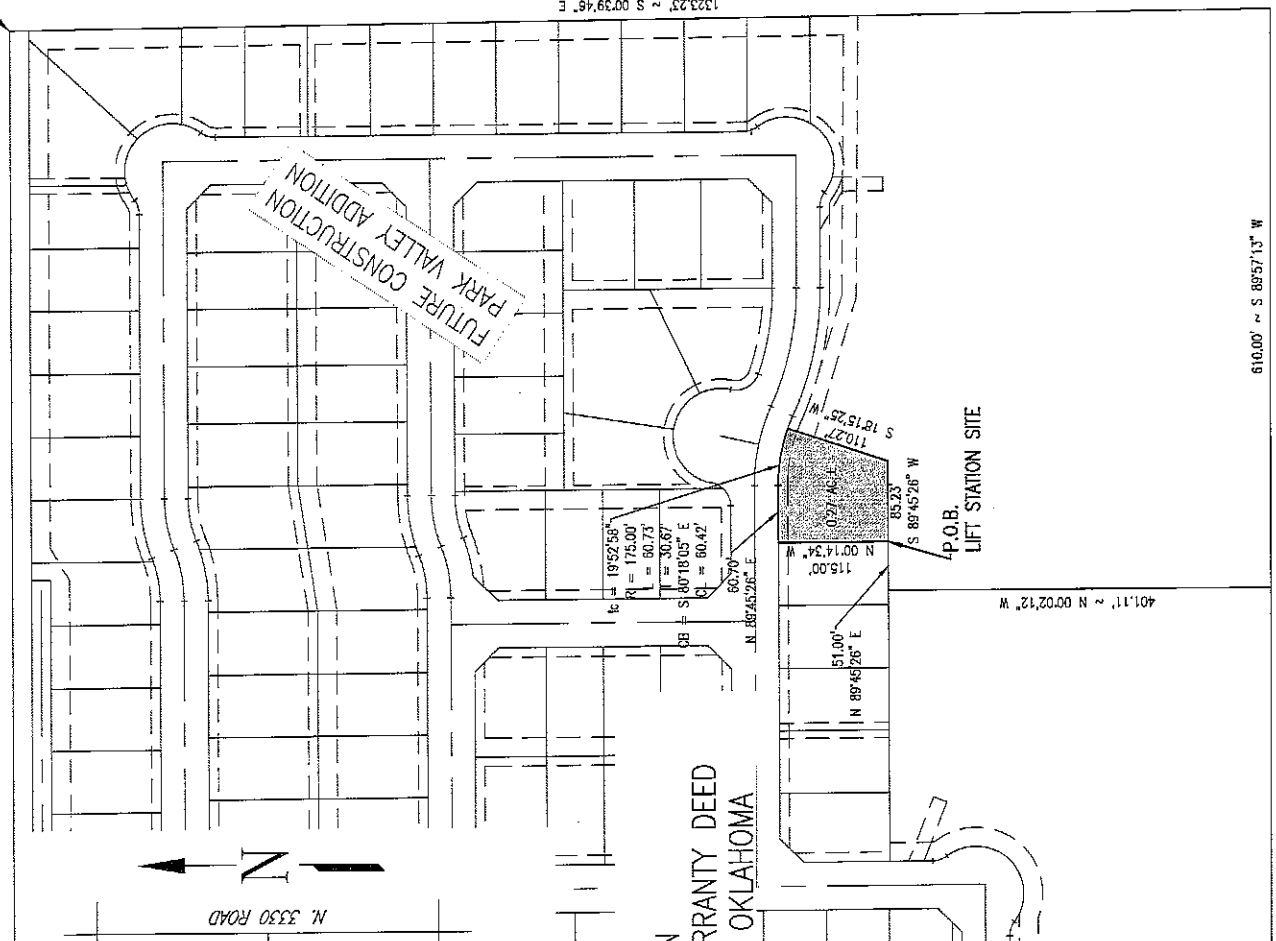
A tract of land being a part of the Southwest Quarter (S.W. ¼), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of said S.W. 1/4; **THENCE** South 00°39'46" East along the East line of said S.W. ¼ a distance of 1323.23 feet; **THENCE** South 89°57'13" West a distance of 610.00 feet; **THENCE** North 00°02'12" West a distance of 401.11 feet; **THENCE** North 89°45'26" East a distance of 51.00 feet to the **POINT OF BEGINNING**;

THENCE North 00°14'34" West a distance of 115.00 feet;
THENCE North 89°45'26" East a distance of 60.70 feet to a point of curvature;
THENCE around a curve to the right having a radius of 175.00 feet (said curve subtended by a chord which bears South 80°18'05" East, a distance of 60.42 feet) and an arc length of 60.73 feet;
THENCE South 18°15'25" West a distance of 110.27 feet;
THENCE South 89°45'26" West a distance of 85.23 feet to the **POINT OF BEGINNING**.

Said tract contains 11,791 square feet, or 0.27 acres, more or less.

P.O.C.
N.E. COR., SW 1/4
SEC. 27, T19N, R2E, 1M.



LOCATION MAP
NOT TO SCALE

EXHIBIT "C"
LEGAL DESCRIPTION
PARK VALLEY LIFT STATION WARRANTY DEED
STILLWATER, PAYNE COUNTY, OKLAHOMA



Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 08/28/2023

Department: Finance

Requested by: Christy Cluck

CC

Explanation:

Expenditures:
Increase the transfer-out from the Visitor Tax Fund to SEDA. The Visitor Tax Fund had a balance of \$373,056 upon implementation of Ordinance 3485 on July 1, 2022. Staff recommends this amendment to transfer this balance to SEDA to fund the "development and maintenance of visitor amenities" which is the same purpose as defined in Ordinance 3485 for 30% of current visitor tax collections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer-out	1500000 - 71000		\$ 1,120,000	\$ 373,056	\$ 1,493,056
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 373,056

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 08/28/2023

Department: Finance

Requested by: Christy Cluck

Explanation:

Expenditures:

Increase the transfer-out from the Visitor Tax Fund to SEDA to fund the "development and maintenance of visitor amenities" which is 30% of visitor tax collections as identified in Ordinance 3485. This transfer represents 30% of visitor tax collections for FY23 and FY24.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Transfer-out	1500000 - 71000		\$ 1,120,000	\$ 805,000	\$ 1,925,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 805,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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[Click Here to Print](#)



REPORT TO: CITY COUNCIL

MEETING DATE:

SEPTEMBER 11, 2023

Agenda Item:	CC-23-138
Background / Issue:	• The pressing issue for The City of Stillwater as the regional drinking water provider for thousands of residents in North Central Oklahoma is the irreplaceable nature of the Kaw transmission line that provides water that so many communities depend on. • The City of Stillwater relies on Kaw Lake as its sole source of water supply and raw water is pumped approximately 36 miles from this 17,000-acre man-made reservoir to the Stillwater Water Treatment Plant via a single 36-inch raw water transmission main. Stillwater's regional drinking water system supplies more than 2.3 billion gallons of water annually to North Central Oklahoma. • Any failure of the transmission line from the Kaw River would be critical, especially during the extreme heat of the summer months since there would be a significant delay in returning the transmission line to service while the current storage capacity is less than the average daily usage. • Through the Building Resilient Infrastructure and Communities (BRIC) Direct Technical Assistance (DTA) initiative, FEMA provides holistic hazard mitigation planning and project support at the earliest stages to communities. This non-financial assistance helps communities to reduce disaster damage, build community resilience and sustain successful mitigation programs.
Proposal/Solution:	• In January 2023, the City of Stillwater applied for BRIC DTA. On May 19, FEMA announced the selection of 46 communities and tribal nations for BRIC non-financial DTA. Stillwater was the only community selected in Oklahoma. • FEMA will provide up to 36 months of assistance to Stillwater helping prepare a Benefit Cost Analysis for the City's water supply/storage needs that would increase the current system's capabilities. • The goal of the direct technical assistance is to complete a successful sub-application for a future BRIC grant for a mitigation project or for scoping activities to support a future mitigation project submittal.

	• A Memorandum of Understanding (MOU) has been submitted to Stillwater for Council approval and authorization for the Mayor to sign. The MOU is due back to FEMA by September 17, 2023. • The MOU has been reviewed by the City Attorney's Office.
Financial Impact/Funding Source(s):	There is no financial impact on the City with the BRIC DTA.
Related Strategic Priority:	#4 Connected Spaces – To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.
Recommended Action/Motion:	Motion to approve and authorize the Mayor to sign the MOU related to the Building Resilient Infrastructure and Communities (BRIC) Direct Technical Assistance (DTA) initiative.
Prepared By:	Shelly Crynes, Grants Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	MOU for BRIC DTA

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL
EMERGENCY MANAGEMENT AGENCY
AND
THE CITY OF STILLWATER,
OKLAHOMA**

I. Parties:

The parties to this Agreement are the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) and The City of Stillwater, Oklahoma.

II. Purpose:

The purpose of this Agreement is to provide a framework for the collaboration of FEMA and The City of Stillwater, Oklahoma to carry out their respective roles and responsibilities with respect to Non-financial Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. This Agreement sets forth the terms by which FEMA will provide BRIC DTA to The City of Stillwater, Oklahoma.

This Agreement is not an award of, or approval for, FEMA funding. Any financial assistance from FEMA would only be available through a separate application and award process, such as the process detailed in the current BRIC Notice of Funding Opportunity, or through another FEMA hazard mitigation program. This Agreement in no way guarantees that there will be a separate agreement for financial assistance or reimbursement of any kind.

FEMA and The City of Stillwater, Oklahoma recognize the value of working in partnership with one another to strengthen the resilience of The City of Stillwater, Oklahoma by leveraging tailored, comprehensive planning support from FEMA, and other partners, so that The City of Stillwater, Oklahoma can design and implement holistic, equitable, climate adaptation and risk reduction solutions that advance local objectives and close capability gaps.

The technical assistance provided by FEMA in relation to this Agreement, and the outcomes related to such technical assistance, will vary based on the availability and resources of FEMA and The City of Stillwater, Oklahoma.

III. Context

Millions of people living across the United States, its territories, and in tribal lands are

affected by natural hazards each year. Underserved communities, Tribal Nations, and tribal citizens are often disproportionately impacted by such hazards and sometimes have fewer resources to 'build back better' following disasters, or otherwise increase their resilience to future risks. With the escalation in the frequency and intensity of natural hazard events, the imperative to reduce risk and strengthen resilience has intensified, especially for people on the frontlines, who will experience the most adverse consequences of climate change.

In recognition of these needs, FEMA established the BRIC DTA initiative to provide support and assistance to underserved Tribal Nations and communities, including broad planning and capacity-building support, community engagement and communications, partnership building, as well as hands-on technical assistance in mitigation alternatives development, project design, financing strategies, grants writing and grants management.

IV. Authority:

Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) (42 U.S.C. § 5133), Predisaster Hazard Mitigation, *as amended*.

V. Definitions:

As used in this Agreement:

"DTA Facilitator" means a Regional FEMA employee who coordinates directly with The City of Stillwater, Oklahoma as their BRIC DTA point of contact.

"Community Engagement" is the process of working collaboratively with a diverse group of stakeholders to address issues affecting their well-being.

"BRIC DTA Action Plan" describes the technical assistance activities that the BRIC program will provide, as agreed upon by The City of Stillwater, Oklahoma, FEMA, and any other relevant partners, to address the needs and gaps identified.

VI. Responsibilities:

A. FEMA's Responsibilities

FEMA will:

1. Approach BRIC DTA as a collaborative effort, recognize the inherent expertise within The City of Stillwater, Oklahoma, and remain open to mutual learning and growth.
2. Recognize that the BRIC DTA initiative is community or tribally driven. FEMA acknowledges that there is no "one-size fits all" technical assistance model, and that the approach to planning and capacity building for local risk reduction and climate resilience must be customized, flexible and adaptable.
3. Assign a DTA Facilitator to work alongside The City of Stillwater, Oklahoma to understand the community's vision for resilience and assess and define technical

assistance needs.

4. Support and advise The City of Stillwater, Oklahoma in the development of a BRIC DTA Action Plan that identifies specific strategies and actions to build capacity and advance potential projects and partnerships under the BRIC program.
5. Ensure that the BRIC DTA Action Plan, and the overall delivery of BRIC DTA, respects cultural norms and traditions and acknowledges past and current disparities.
6. Work together with The City of Stillwater, Oklahoma, and other partners to access best available science and knowledge about risk and climate change, including community and tribal Traditional Ecological Knowledge and help integrate into design considerations.
7. Support The City of Stillwater, Oklahoma in advancing decision-making processes that include representatives from all affected groups.
8. Collaborate with The City of Stillwater, Oklahoma to help identify and leverage partnerships that are best suited to meet local climate resilience and hazard risk reduction needs at all governmental levels, and with other non-profit, foundation and private partners.
9. Foster outreach to and engagement with the whole community using tailored tools and approaches to establishing shared goals and projects that meet community-wide resilience priorities across stakeholder groups consistent with the BRIC program.
10. Support development of projects that leverage co-benefits and address multi-hazards to create additional value; assist with project identification and planning under the BRIC programs.
11. Partner with The City of Stillwater, Oklahoma for up to 36-months (from the effective date of this Agreement) to identify needs, build partnerships and deliver wide-ranging technical assistance based on the BRIC DTA Action Plan.

B. The City of Stillwater, Oklahoma's Responsibilities

The City of Stillwater, Oklahoma will:

1. Invite FEMA to work collaboratively with The City of Stillwater, Oklahoma to maximize the achievement of The City of Stillwater, Oklahoma's climate resilience and hazard mitigation goals.
2. Engage in the development of a Community Needs Assessment that will build an understanding of The City of Stillwater, Oklahoma's vision for resilience and identify gaps in capacity.
3. Formulate a BRIC DTA Action Plan, with FEMA's support, that identifies specific strategies to build capacity and advance community-wide mitigation or resilience projects under the BRIC program and expand partnerships.
4. Foster community engagement to involve diverse stakeholders into the planning process and ensure plans represent the interests of the full community.
5. Communicate progress towards the implementation of risk reduction and climate adaptation projects eligible under the BRIC program.
6. Identify and build partnerships (between Tribal Nations or) across all governmental levels, and the private and nonprofit sectors, to advance goals and support The City of Stillwater, Oklahoma's long-term risk reduction and climate resilience

endeavors.

7. Provide feedback to FEMA so that the Agency can improve current BRIC DTA delivery in real-time and better understand overall gaps and barriers to accessing mitigation grants, as well as adapt the initiative to better meet the needs of future participants.
8. Share best practices, successes, and challenges with peers and those interested in participating in the initiative.
9. Prioritize committing community time and resources to the BRIC DTA process, to the extent possible, in order to ensure successful collaboration.
10. Partner with FEMA for up to 36 months to identify needs, build partnerships and implement risk reduction and climate adaptation actions.

VII. Other Provisions

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of FEMA or The City of Stillwater, Oklahoma. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- C. Any information shared under this Agreement will be in compliance with the Privacy Act, and to the extent required and allowable, the Freedom of Information Act (FOIA), and any other applicable statute, regulation, or Executive Order.
- D. This Agreement is between FEMA and The City of Stillwater, Oklahoma. It does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against The City of Stillwater, Oklahoma its officers or employees, or any other person.
- E. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum.
- F. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06. Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS.
- G. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this

Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the others' designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. [(If the other party is a Tribal Nation) Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of The City of Stillwater, Oklahoma. The Federal Tort Claims Act provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by federal employees within the scope of their employment.

- H. The parties to this Agreement shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act as applicable.
- I. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority.
- J. Any ancillary reimbursement agreements must be in writing and signed by both parties.
- K. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

IV. Effective Date:

The terms of this Agreement will become effective upon the signature of both parties.

V. Modification:

This Agreement may be modified upon the mutual, written consent of the parties.

VI. Termination:

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until thirty-six months past the signing of this Agreement. Either party may terminate this Agreement upon 10 days' written notice to the other party.

Approved by:

Name & position of the official signing for The City of Stillwater, Oklahoma

Date

Name and position of the official signing for FEMA Region 6

Date

Name and position of the official signing for FEMA Headquarters

Date

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (“First Amendment”) is made and entered into this 11th day of September, 2023, by and between the City of Stillwater, an Oklahoma Municipal Corporation (the “City”), and Kimberly Carnley (“Carnley”).

RECITALS

WHEREAS, the parties entered into an Employment Agreement dated February 14, 2022 (the “Agreement”); and

WHEREAS, the Agreement provides for periodic performance reviews and consideration of salary increases on an annual basis; and

WHEREAS, the parties deem it appropriate to amend Article III, Salary and Retirement, of the Agreement.

NOW, THEREFORE, for adequate consideration, of which both the parties agree is sufficient, the parties agree to amend the Agreement as follows:

SECTION 1. SALARY AND RETIREMENT. Section 3.1 of Article III, Salary and Retirement, of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1 The City shall pay Carnley a base salary of \$155,000.

SECTION 2. EFFECTIVE DATE. The effective date of this First Amendment shall be August 10, 2023.

SECTION 3. RATIFICATION. All other provisions of the Agreement, if not amended herein, are hereby ratified and shall remain in full force and effect.

DATED THIS 11th DAY OF SEPTEMBER, 2023

Kimberly Carnley

Mayor William H. Joyce

Attest:

City Clerk

REPORT TO: CITY COUNCIL
MEETING DATE: SEPTEMBER 5, 2023

Agenda Item	CC-23-144
Issue	- Stillwater Police Department provides body armor to all sworn personnel. The body armor has a regulated useful life of 5 years and the current body armor expires in October. - The police department selected Armor Express as the replacement body armor. North American Fire Equipment Company (NAFECO) is a vendor for Armor Express. NAFECO has a state contract to provide body armor to law enforcement agencies in Oklahoma (SW0764 20-25).
Solution	- SPD requests approval to purchase 86 soft body armor packages from NAFECO on State Contract SW0764 20-25. Each package contains a front and back panel, a trauma plate, and two carriers. - The City has applied for a federal grant for reimbursement up to \$37,825.
Financial Impact Funding Source	- The quote from NAFECO for replacement body armor is \$103,590.60. - Funding for the body armor is allocated in project account # 23PD04101.
Strategic Plan Alignment	#1 Effective Services & Accountable Government: To provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency and outstanding customer service. #3 SAFE COMMUNITY - To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.
Recommended Action/Motion	Motion to approve the purchase of 86 soft body armor packages from NAFECO for \$103,590.60 under State Contact SW0764 20-25.
Prepared By	Jeff Watts, Chief of Police
Reviewed By	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager



THIS LEASE AGREEMENT is made and entered into this **1st** day of **March, 2023**, between **City of Stillwater**, their successor(s) and/or assigns hereinafter called the LESSOR, and THE STATE OF OKLAHOMA, by and through its OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES, on behalf of the **Service Oklahoma**, hereinafter called the LESSEE.

WITNESSETH: The parties hereto, for consideration hereinafter stated, do covenant and agree to the following, to wit:

1. PREMISES. The LESSOR hereby leases to the LESSEE the following described premises:

Room/suite, and street address	<u>701 E. 12th Ave.</u>
City, state and ZIP code	<u>Stillwater, OK 74074</u>
Legal description and building name	<u>Park Center- Payne County</u>

Consisting of **1,800** net usable square feet of space to be used by the LESSEE for **Driver's License Office** (general purpose). The leased premises are shown on the floor plan and signed and dated by LESSOR, attached to this Lease Agreement as **Attachment A**.

2. TERM. This lease shall begin on the **1st** day of **March 2023** and end on the **29th** day of **February 2024**.

3. RENT. The LESSEE shall pay the LESSOR the amount of **\$1,466.66** per MONTH for a TOTAL **\$17,599.92** as a rental for the above-described premises for the term of this Lease Agreement, payable in arrears, in equal monthly installments in accordance with statutory requirements and upon proper presentation of invoicing from the LESSOR. The LESSEE shall not be obligated to pay rent for any period prior to the time the LESSEE occupies the facility.

4. UTILITIES AND SERVICES. The LESSOR will provide the following utilities and services during the occupancy of said premises under the terms of this lease: (LESSOR must initial each service they will **NOT** provide.)

☐ Electricity	☒ Janitorial services/supplies – 5 days/wk (or ☒ days per week)
☐ Gas	☐ Trash removal
☐ Water and sewer	☒ Building security
☐ General lawn care	

5. MAINTENANCE, REPAIR, IMPROVEMENTS, EQUIPMENT, SERVICES.

- a. It is agreed and understood the leased premises shall be equipped with necessary window treatments, fixtures for adequate lighting, electrical wiring and outlets, plumbing facilities to include hot and cold water, and central vented heat and refrigerated air conditioning adequate to maintain air temperature between 68 and 74 degrees during normal hours of operation, unless otherwise specified in this Lease Agreement, and such other times as may be determined by the LESSEE.
- b. LESSOR agrees to keep, repair and maintain, at LESSOR'S expense, the leased premises and all plumbing, heating, air conditioning, roof structure, electrical and mechanical devices, sidewalks, passageways in common areas, parking surfaces, appliances and equipment belonging to the LESSOR, of every kind or nature located upon or serving the leased premises, in good repair, condition and working order, suitable to the purpose and use for which LESSEE has leased these premises. This shall include the replacement of lamps, tubes, ballasts, broken or stained ceiling tiles, and replacement of carpet and painting of the premises as needed due to normal wear and tear. As used herein, the word, "repair," shall mean and include replacement of broken or cracked glass, unless through the fault of the LESSEE.
- c. The LESSOR shall be responsible for all costs incurred for any government, state or city inspections required for LESSEE'S occupancy.
- d. If the LESSOR provides supplemental air conditioning, it shall be maintained and climatically controlled at a temperature level determined necessary by the LESSEE and shall be operated 24 hours per day, seven days per week.
- e. Programmable thermostats with a plastic lockbox cover shall be provided by LESSOR if the LESSEE is responsible for the utility expenses. A key shall be provided to the LESSEE for each lockbox upon occupancy. If a utility is to be paid by the LESSEE, the LESSOR shall, at LESSOR'S expense, furnish and install a meter for measuring each applicable utility for the leased space.
- f. LESSOR shall provide LESSEE with keys or access cards to the entrances and exits and all locking doors to the building and within the leased premises, with use and access 24 hours a day 7 days a week at no additional cost to the LESSEE. The LESSEE is a state agency, and as such LESSEE's access control and security equipment are subject to the management and oversight of OMES. OMES shall be permitted to install security equipment, including but not limited to badge readers and cameras, in or on the Leased Premises. OMES may remove the state's equipment upon LESSEE vacating the Leased

Premises or at any time during the term of this lease, and shall make reasonable efforts to restore the Leased Premises if damages occur from equipment removal. OMES staff and designated contractors shall be given all necessary access to provide support to the LESSEES's information technology systems and equipment.

- g. The LESSOR shall provide hard-surfaced parking sufficient for the LESSEE'S agents, employees, and invitees.
- h. Exterior lighting shall be furnished by LESSOR as necessary for security.
- i. LESSOR shall provide and install all telephone and data conduit preparation necessary per telephone company specifications and/or building codes. The LESSEE shall provide telephone wiring from the telephone equipment room to the telephone instruments and may contract with another party for this purpose, or may use existing wiring if available. LESSOR agrees to provide OMES staff and designated contractors access to building demarc, network closets, and infrastructure supporting LESSEE's telephone and data. LESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the LESSOR'S remodeling of said space. Upon LESSEE vacating the premises, LESSOR shall permit OMES to access equipment rooms, the leased premises and other areas supporting LESSEE's information technology infrastructure to recover the circuits and other equipment supporting the LESSEE. Any data or telephone cabling services remaining in the building for 30 days after LESSEE vacates shall be considered abandoned by LESSEE.
- j. LESSOR shall provide pest control and snow and ice removal.
- k. For the purpose of maintaining the premises, the LESSOR reserves the right to enter and inspect the premises at reasonable times and to make the necessary repairs to the leased premises.
- l. LESSOR shall maintain a quiet environment by ensuring other tenants of the building do not create noises or engage in any other activity on the leased premises that may be disruptive to LESSEE.
- m. It is further understood and agreed that if the LESSOR does not maintain the premises and all appurtenances, as required in this agreement, in good repair, reasonable wear and tear excepted, the LESSEE shall notify the LESSOR in writing, by certified mail, of LESSOR'S deficiency in maintaining the leased premises.
 - (1) If LESSOR fails to take steps to remedy the deficiencies identified by the LESSEE within 30 days after proper notice has been mailed to the LESSOR, the LESSEE, at its option, may either (a) correct such deficiencies and deduct the cost from future rental installment(s) or collect from the LESSOR in any manner provided by law; or (b) withhold rental payments until deficiencies are corrected.
 - (2) Should any equipment fail, or repairs fail to be made by LESSOR, which renders the leased premises unfit for occupancy by the LESSEE and unsuitable for the intended purpose, the LESSEE may, after giving the LESSOR written notice of the failure, either (a) reduce or withhold lease payments on a pro-rata basis for that period of time for which the leased premises were not occupied; (b) immediately terminate this lease and vacate the leased premises with no further obligations by the LESSEE to the LESSOR; or (c) have the deficiencies, repaired or replaced and may either (i) deduct the cost from future rent installments; (ii) collect such cost from LESSOR in any manner provided by law; or (iii) withhold rental payments until deficiencies are corrected.
- n. LESSEE is prohibited from making permanent improvements to nonstate-owned property and cannot legally incur any cost for permanent improvements made to the leased premises.
- o. LESSEE may install data and telephone cabling/services and modular panels prior to occupancy of the space, at no additional cost, with the understanding that it must not interfere with the LESSOR'S remodeling of said space.
- p. The LESSOR shall provide the LESSEE with adequate written notification of any need to shut down any utility serving the leased premises.
- q. LESSEE agrees to use the leased premises for the purposes stated above and to exercise reasonable diligence in the use of the leased premises. Further, LESSEE agrees, upon vacancy of the leased premises, to return the leased premises to the LESSOR in as good a condition as when originally leased, ordinary wear and tear excepted.

6. **LAW, CODES, ORDINANCES, RULES, REGULATIONS.** The LESSOR shall be responsible for compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations pertaining to health, safety, fire and public welfare. Furthermore, the State Fire Marshal must inspect the facility prior to the initial occupancy, acquisition of additional space, or renovation of existing space, and/or approve building plans for new construction, for compliance with the Life Safety Code, Fire Prevention Code and National Fire Protection Association standards, and shall provide a written report of said inspection or signed floor plan, as **Attachment B**.

7. **CASUALTY DAMAGE.** It is mutually agreed between the LESSOR and LESSEE that if the building and premises shall be slightly damaged by fire or any other cause or causes, the LESSOR shall promptly repair the building and premises. If the space cannot be fully utilized by LESSEE during the time of the repair, lease payments required under this Lease Agreement shall either be reduced or withheld on a pro rata basis in accordance with the amount of space available for use by the LESSEE. If the building and premises are unfit for occupancy by the LESSEE as a result of damage by fire or any other cause or causes, this Lease Agreement may be terminated, and the LESSEE may vacate the premises with no further obligation to the LESSOR under the Lease Agreement from the date that the premises were damaged.

8. **LESSOR'S LIABILITY INSURANCE.** Unless subject to the Governmental Tort Claims Act, the LESSOR shall maintain general liability insurance in an amount no less than \$1 million per occurrence during the term of the Lease Agreement or any renewals of the Lease Agreement, unless a greater amount is specified by the LESSEE in Section 14 of this Lease Agreement. There shall be no cancellation, material change or intent not to renew insurance coverage without 30 days prior notice to LESSEE. LESSOR shall furnish to LESSEE an original certificate of insurance naming the certificate holder as follows: State of Oklahoma, Attn: **Rebecca**

Thompson, Finance Manager, Service Oklahoma, PO Box 11415, OKC, OK 73136. Attach the certificate of insurance to this Lease Agreement as **Attachment C**. Provide a valid certificate of insurance to LESSEE as changes occur or on an annual basis throughout the term of this Lease Agreement or any renewals of this Lease Agreement.

9. **LESSEE LIABILITY INSURANCE.** The LESSEE shall maintain insurance or self-insurance covering LESSEE'S contents and liability through the Risk Management Program established by 74 O.S. § 85.58 et seq. and administered by the Oklahoma Office of Management and Enterprise Services. Liability self-insurance shall correspond directly with 51 O.S. § 151, et seq. LESSEE shall provide LESSOR with proof of self-insurance upon request. Subject to and in accordance with the provisions of the Governmental Tort Claims Act, LESSEE shall be responsible for damages to the premises caused by LESSEE or LESSEE'S employees, invitees, representatives or agents.
10. **LESSEE'S PERSONAL PROPERTY.** LESSEE shall be responsible for all personal property, equipment or fixtures placed in or on the premises by LESSEE or its agents, employees or invitees, and all personal property, equipment or fixtures shall remain the property of LESSEE, and may be removed by the LESSEE without penalty. LESSOR shall be responsible for damages or loss of LESSEE'S personal property, equipment and fixtures if caused as a result of a failure of the building systems or LESSOR'S negligence.
11. **TERMINATION.** LESSEE may terminate this Lease Agreement, or any renewals of this Lease Agreement, by giving written notice to the LESSOR at least 30 days prior to the desired date of cancellation, and that rental shall cease upon date of vacation.
12. **OPTION TO RENEW.** The LESSEE shall have the option to renew the term of this Lease Agreement for **four (4)** additional 12-month periods on the same terms and conditions contained in this Lease Agreement. On any options granted hereunder, the parties agree that during any option period the LESSEE reserves the right to cancel the Lease by LESSEE giving notice in writing to LESSOR at least 30 days prior to the desired date of cancellation and that rental shall cease upon date of vacation.
13. **SPECIAL TERMS AND CONDITIONS.** This Lease Agreement is subject to the terms, conditions, modifications, additions and deletions listed below or attached hereto:
 - a. Any changes made to the attached floor plan must be preauthorized by the Oklahoma Office of Management and Enterprise Services and mutually agreed upon by the LESSOR and LESSEE. If a change is made to a wall configuration that is not in accordance to the attached floor plan and is not authorized by the Oklahoma Office of Management and Enterprise Services, the LESSOR shall be responsible for altering the space to comply with the floor plan and for all associated costs.
 - b. During the term of this Lease Agreement, or any extension thereof, LESSOR agrees to reduce the LESSEE'S square footage by an amount determined necessary by the LESSEE due to the reduction in LESSEE's staffing and budget.
 - c. The leased space is intended to be complete and finished in all respects, and commonly used items necessary for completion, which have not been specifically indicated by these minimum outline specifications, shall be considered to be reasonably implied. Materials, workmanship and existing conditions not specifically mentioned shall be assumed to be the best in common use as standard practice of the trades involved.
 - d. The LESSOR shall provide sufficient parking for the LESSEE'S signage as directed by the LESSEE. Any signs placed on the premises by SOK may be removed at the termination of the Lease Agreement without penalty.
 - e. It is expressly agreed that the LESSEE may install any communication devices needed in the conduct of its business and may be removed upon termination of this Lease without penalty.
14. **SIX-MONTH NOTIFICATION.** The LESSOR shall, as applicable, provide written notification by certified mail to the LESSEE (user agency) if the lease will not be renewed on the same terms and conditions contained in this Lease Agreement. Said notification shall be provided no less than six months prior to (a) the end of the lease term, or any extension of the lease term, if the LESSEE has no remaining options to renew in Section 13 above; or (b) the end of the last renewal period after the LESSEE has exercised its last option to renew. Failure by the LESSOR to provide said notification shall result in the automatic renewal of the Lease Agreement, at the option of the LESSEE, for an additional 12-month period on the same terms and conditions. However, this extended 12-month term shall not automatically include any further options to renew. Proper six-month notification must be provided for any additional 12-month lease periods.
15. **SUBLET OR TRANSFER.** The LESSOR hereby agrees that the LESSEE may sublet the leased premises to another state agency or occupying division, so long as the LESSEE remains the primary tenant and the SUBLESSEE is a similar type agency. Further, in the event that the LESSEE is transferred to another state agency or, by an act of the Oklahoma Legislature, becomes an independent state agency, the LESSOR hereby agrees to transfer this Lease Agreement, and all terms and conditions thereof, to the recipient state agency. If the Oklahoma Office of Management and Enterprise Services determines it is in the best interest of the recipient state agency to enter into a new Lease Agreement with the LESSOR, the LESSOR hereby agrees that the terms and conditions of said Lease Agreement shall include the same terms and conditions as the current Lease Agreement, and any amendments thereof, including the transfer of any options remaining on the current Lease Agreement.
16. **ASBESTOS.** Prior to initial occupancy, the premises shall be inspected by the appropriate State of Oklahoma regulatory agency for the presence of friable asbestos as defined in 40 O.S., § 451-457. Written documentation of the inspection is attached to this Lease Agreement as **Attachment D**. Reinspection of the premises will not be necessary after initial occupancy unless recommended by the appropriate State of Oklahoma regulatory agency or the Oklahoma Office of Management and Enterprise Services.
17. **AMERICANS WITH DISABILITIES ACT.** The LESSOR shall be responsible for compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to that act, as mutually agreed upon between the LESSOR and LESSEE so as to adequately meet the LESSEE'S ADA requirements.

18. **HEALTH AND SAFETY STANDARDS.** The LESSOR shall adhere to the requirements of the Oklahoma Occupational Health and Safety Standards Act of 1970, as defined in 40 O.S. § 401-424.
19. **CHANGE OF OWNERSHIP.** The LESSOR shall be responsible for immediately notifying the LESSEE of any transfer of ownership of the leased premises. Further, the LESSOR and transferee shall provide a fully executed Notice of Change of Lessor form (CAM/LEASING – FORM 289-F) to the Oklahoma Office of Management and Enterprise Services. Rental payments to the new LESSOR will not be made until such fully executed form is received and processed by the Oklahoma Office of Management and Enterprise Services.
20. **OWNERSHIP/FINANCIAL INTEREST.** The LESSOR attests that no person holding an ownership or other financial interest to the leased premises is current member of the Oklahoma Legislature. Further, the LESSOR attests that if a former member of the Oklahoma Legislature holds ownership or other financial interest in the leased premises, the execution of said Lease Agreement will not violate any provisions of the Oklahoma Constitution, as certified on the attached Contract Non-Collusion Certification.
21. **CHOICE OF LAW.** This Lease Agreement shall be governed and construed according to the laws of the State of Oklahoma.
22. **MODIFICATION.** This Lease Agreement shall not be modified, altered or amended except by written agreement executed by the parties to this agreement with the same formality as this agreement.

This Lease Agreement shall not be effective or binding until signed by the LESSOR, LESSEE and the OKLAHOMA OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES.

LESSOR: _____	LESSEE: _____
City of Stillwater	Service Oklahoma, A Division of Office of Management and Enterprise Services
(Type or print)	(Type or print)
By: _____	By: _____
(Signature)	(Signature)
Brady Moore, Interim City Manager	Diedra O'Neil, Chief Strategy & Operating Officer
(Print name and title)	(Print name and title)
Date: _____	Date: _____

State of Oklahoma, by and through its
Office of Management and Enterprise Services

Real Estate and Leasing Services



**Real Estate and Leasing Services
Contract Non-Collusion
Certification**

In accordance with 74 O.S. § 85.22, any contract executed by the state shall contain the following certification:

City of Stillwater _____, for purposes of entering into a lease contract with the state, do hereby certify:

1. I am the duly authorized agent of the **City of Stillwater**, the LESSOR under the contract, to which this statement is attached, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract.
2. I am fully aware of the facts and circumstances surrounding the making of the contract, to which this statement is attached, and have been personally and directly involved in the proceedings leading to the procurement of said contract.
3. Neither the LESSOR nor anyone subject to the LESSOR'S direction or control has paid, given or donated, or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.
4. No person involved in any manner in the development of the contract, to which this statement is attached, while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
5. That no person holding an ownership or other financial interest to the leased premises is a current member of the Oklahoma Legislature.
6. I further certify that if a former member of the Oklahoma Legislature holds ownership or other financial interest in the real property, the execution of the Lease Agreement will not violate any provisions of the Oklahoma Constitution.

Brady Moore

Name (PRINT)

Interim City Manager

Title (PRINT)

Signature

Date

LESSOR INFORMATION (must complete):

Firm/name: **City of Stillwater**

Address: _____

City/state: _____

Phone: _____

Email address: _____

Soc. Sec./FEI #: _____

The State of Oklahoma does not enter into contracts or other arrangements that have the effect of subjecting its citizens or employees to discrimination because of race, color, national origin, sex or disability. All vendors of the State of Oklahoma must comply with state and federal laws prohibiting discrimination, including, but not limited to, the Civil Rights Act of 1964 and 1991 and the Americans with Disabilities Act of 1990.



REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 11, 2023

Agenda Item:	CC-23-145 SUA-23-52
Background / Issue:	- October 5, 1998, Stillwater Municipal Airport Authority entered into a 25 year land lease with Stillwater Utilities Authority, Water Utilities Department. - During this lease term Stillwater Waste Management assumed responsibility for the lease, but it was not assigned. The original lease expires September 30, 2023. - It is in the interest of both Waste Management and Stillwater Regional Airport for the lease to be continued.
Proposal/Solution:	Stillwater Regional Airport and Waste Management are seeking City Council/Stillwater Utilities Authority approval of the extension of the lease with an annual rent payment of \$14,485.68, which reflects a 4.25% CPI increase.
Financial Impact/Funding Source(s):	No additional City or outside funds are required to fulfill this need.
Related Strategic Priority:	Effective Services & Accountable Government
Recommended Action/Motion:	Motion to approve the extension of the lease between Stillwater Regional Airport and the Stillwater Utilities Authority with an annual rent payment of \$14,485.68.
Prepared By:	Shawn Beale, Airport Office Manager
Reviewed By:	- Kellie Reed, CM, Airport Director - Patti Osmus, Assistant to the City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Lease Agreement

**EXTENSION AGREEMENT
GROUND LEASE AGREEMENT**

This EXTENSION AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Stillwater as owner and operator of Stillwater Regional Airport (hereinafter "STILLWATER"), Oklahoma, a municipal corporation, and Stillwater Utilities Authority, a public trust.

WITNESSETH:

WHEREAS, the parties entered into a Ground Lease Agreement to lease certain property located at the Stillwater Regional Airport on or about October 5, 1998; and

WHEREAS, the initial term of said Ground Lease Agreement is set to expire on September 30, 2023; and

WHEREAS, Section VII, Option to Renew, of said agreement provides that upon expiration of the initial term that SUA shall have an option to renew for an additional term not to exceed twenty-five (25) years; and

WHEREAS, SUA has requested to exercise its option to renew for an additional twenty-five (25) year term;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE PARTIES AGREE:

1. Term of Agreement. The lease agreement shall be extended for a term of twenty-five (25) years beginning October 1, 2023 and ending on September 30, 2048.

2. Effect of Contract Provisions. All provisions contained within the original Ground Lease shall remain in full force and effect with the exception of the following:

The first annual rental payment due shall be \$14,485.68 adjusted in accordance with the Consumer Price Index (CPI) of the Gross Domestic Product for the State of Oklahoma.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF STILLWATER, OKLAHOMA
a municipal corporation

William H. Joyce, Mayor

STILLWATER UTILITIES AUTHORITY
a public trust

Brady Moore, Interim City Manager



Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 09/06/2023

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenue:
Increase revenue projections for donation from Visit Stillwater for complimentary coffee bar for commercial airline passengers.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donation	8107025 - 48701		\$ 0	\$ 3,500	\$ 3,500
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 3,500

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449

Office: 405.372.0025
Web: stillwater.org

Date: 09/06/2023

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditure:
Appropriate funds for purchase of complimentary coffee bar service for commercial airline passengers. Funded by donation from Visit Stillwater.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Promotional	8107025 - 53044		\$ 3,000	\$ 3,500	\$ 6,500
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

Net Change: (will usually result in a total increase or decrease)

\$ 3,500

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 11, 2023

Agenda Item:	CC-23-147
Background / Issue:	Staff solicited RFQ's for Strategic Urban Planning Services and 6 firms submitted. A committee of 7 made up of 4 city staff members and community representatives Jana Phillips, Jeremy Bale and Stephen Gose reviewed the submittals. The committee selected 4 firms to interview.
Proposal/Solution:	- Freese and Nichols, Inc. was selected due to the demonstration of an outstanding grasp of the unique challenges faced by college towns, the ability to support and teach Stillwater staff, and a clear understanding of the revenue issues for cities in Oklahoma, which are supported primarily by sales tax. - A Professional Services Agreement with Freese and Nichols, Inc. to provide the services of preparing the comprehensive plan and a diagnostic of the City's Land Development Code has been drafted. The timeline is 18 months and the cost is an amount to not exceed \$300,000.
Financial Impact/Funding Source(s):	Funding was appropriated in the FY24 budget.
Related Strategic Priority:	#2: Motivated Management: To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community. #6 Engaged & Invested Residents: To encourage participation and an understanding of government through outreach and inclusiveness initiatives that inspire trust, confidence, and ownership in local government.
Recommended Action/Motion:	Motion to enter into a professional services agreement with Freese and Nichols, Inc., for the services of preparing a comprehensive plan and a code diagnostic for a cost not to exceed \$300,000, and authorize the Interim City Manager to execute the associated contract documents.
Prepared By:	Jacquelyn Porter, City Planner
Reviewed By:	Jeff Mathews, Development Services Director Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment(s):	Professional Services Agreement; Draft Project Schedule

Stillwater Comprehensive Plan Project Schedule																			
Task		Months																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Project Management and Quality Control																		
2	Engagement and Meetings																		
	2.1 Project Brand/Logo																		
	2.2 Public Engagement Plan																		
	2.3 Project Initiation																		
	2.4 Kick-off Meeting and Tour																		
	2.5 Staff Meetings*																		
	2.6 Comprehensive Plan Advisory Committee																		
	2.7 Stakeholder Meetings																		
	2.8 Public Engagement Event																		
	2.9 City Council Briefing/Update																		
	2.10 Adoption Hearings																		
3	Intro & Community Snapshot																		
	3.1 Baseline Analysis																		
	3.2 Context Analysis																		
4	Vision and Guiding Principles																		
	4.1 Community Vision																		
	4.2 Guiding Principles																		
	4.3 Summary of Community Engagement																		
5	Land Use																		
	5.1 Existing Land Use																		
	5.2 Growth Scenarios																		
	5.3 Future Land Use Plan																		
6	Transportation and Mobility																		
	6.1 Alignment with Local and Regional Plans																		
	6.2 Connectivity and Multi-modal Options																		
	6.3 Updated Thoroughfare Plan																		
7	Housing and Neighborhoods																		
	7.1 Analysis (Supply, Condition, Affordability)																		
	7.2 Housing Types Review																		
	7.3 Town/Gown Housing Issues																		
	7.4 Housing Needs																		
8	Economic Development and Redevelopment																		
	8.1 Research and Analysis																		
	8.2 Review of Historic and Cultural Resources																		
	8.3 Redevelopment Strategies																		
9	Community Character, Arts and Culture																		
	9.1 Urban Design Features																		
	9.2 Cultural Resources																		
	9.3 Town/Gown Analysis																		
	9.4 Healthy Community																		
	9.5 Parks, Trails and Open Space																		
10	Infrastructure, Public Facilities and Services																		
	10.1 Capacity Analysis																		
	10.2 Facilities, Services and Programs																		
	10.3 Emergency Services																		
11	Community Resiliency																		
	11.1 Recommendations (all Elements)																		
12	Implementation																		
	12.1 Metrics to Measure Progress																		
	12.2 Implementation Matrix																		
	12.3 Action Plan																		
13	Preparation of Final Documents																		
	13.1 Draft Report																		
	13.2 Revised (Public Review) Draft																		
	13.3 Final Report and Deliverables																		
14	Code Diagnostic																		
	14.1 Document Review																		
	14.2 Best Practices																		
	14.3 Diagnostic Report																		

*Staff meetings will be coordinated with staff team and consultant on an as needed basis.

PROFESSIONAL SERVICES AGREEMENT

STATE OF OKLAHOMA §

COUNTY OF PAYNE §

This Agreement is entered into by City of Stillwater, OK (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Stillwater Comprehensive Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a not to exceed amount of \$300,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Oklahoma. Venue of any legal proceeding involving this Agreement shall be in Payne County, Oklahoma.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

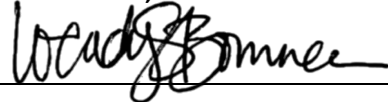
Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF STILLWATER, OKLAHOMA

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

FREESE AND NICHOLS, INC.

By:  _____
Name: Wendy S. Bonneau, FAICP
Title: Principal / Vice President
Date: August 2, 2023
Attest:  _____

ATTACHMENT SC

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING

The City of Stillwater has engaged FNI to prepare a Comprehensive Plan consistent with state and national best practices. This includes facilitation of stakeholder engagement and community input in support of the creation of a community vision and a Comprehensive Plan that includes recommendations related to housing, land use, transportation, economic development, and a host of other topics outlined in the scope of services. This understanding is operationalized in the scope of services provided below.

SCOPE OF SERVICES

Tasks prepared as part of this planning effort may occur concurrently or sequentially where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document. The result will be a professional plan document containing all the information described in the tasks below. For the purposes of plan organization/readability, aspects of each task may be shifted into different chapters or appendices as appropriate.

Task 1: Project Management and Quality Control

Perform general project management and control project quality, progress and budget for the scoped period of completion, including FNI's monthly reporting and invoicing requirements, monthly status meetings with the City, and similar efforts.

Task 2: Engagement and Meetings

1. Project Brand/Logo
FNI will develop a logo with imagery and colors that coordinate with the City's official brand. This logo will be used to promote and convey the comprehensive plan throughout the project in written and digital formats including public engagement materials, the final plan document and the project website.
2. Public Engagement Plan
FNI will prepare an Engagement Plan for approval by the City, to document the various types of outreach that will be used during the planning process. This plan will address roles and responsibilities related to public engagement and project activities.

3. **Project Initiation**
A conference call or virtual meeting with City staff will take place at the beginning of the project to familiarize all parties with the scope, project schedule, project kick-off, data request needs and timing, invoicing, communication and key staff, and other significant considerations advantageous to understand prior to the kick-off.
4. **Kick-off Meeting and Study Area Tour**
Attend one (1) kick-off meeting with the City staff. The purpose of the meeting will be to build upon discussions of the staff initiation conference call. Immediately following the Kick-off Meeting, participate in one (1) site tour of the city to provide spatial context to conversations about the City's challenges and opportunities. If unable to conduct this as an in-person tour, the City will provide a recommended tour route and key information elements. FNI and the City may also mutually agree to other approaches.
5. **Staff Meetings (support and training)**
FNI will facilitate up to four (4) in-person meetings, eight (8) virtual meetings to support and train City staff in developing long-range plans and policies and evaluating and drafting code amendments.
6. **Comprehensive Plan Advisory Committee (CPAC) Meetings**
CPAC members will be identified by the City at the outset of the project. CPAC meetings will allow for the review key components of the plan in detail, to explore possible scenarios, to debrief public participation efforts, and to receive direction on plan issues and topics. Such sessions will include an agenda, any necessary maps, handouts, or materials, and drafts of key tasks for review and comment. A total of five (5) meetings are included in this scope of work. The first CPAC meeting will take place as part of the trip for the Kickoff Meeting and Study Area Tour.
7. **Stakeholder Meetings**
A total of ten (10) stakeholder meetings will be held virtually, unless combined with other scheduled in-person efforts. Over the course of a few days near the beginning of the project, FNI will seek to engage in conversations with community leaders and other stakeholders who can provide specific insights into the Comprehensive Plan process, as identified by the City. These stakeholders can be engaged through a variety of methods, details of which will be determined via the Engagement Plan.
8. **Public Engagement Effort**
Three (3) community events or other public engagements with similar level of effort, as established in the Engagement Plan, will be held during the process to identify issues and opportunities, and gather feedback on residents' visions for the City. These will be in-person engagements, unless otherwise warranted due to identified project needs. Meeting advertisements and public outreach materials (such as flyers and social media posts) as well as meeting materials (such as boards) will be provided. FNI will create the advertisements and outreach materials, for provision to the City to disperse via their networks and channels.
9. **City Council Briefings and Adoption Meetings**

Provide updates to the City Council at two (2) City Council briefings during the process, these may be joint briefings of the Planning Commission and the City Council. FNI will attend one (1) adoption meeting with the Planning Commission and one (1) adoption meeting with the City Council. The City and FNI may mutually agree to reassign these meetings as needed.

10. Project Website, Surveys and Project Brand

Project website and public surveys will be provided.

- a. Establish project branding for use on the website, on engagement materials and final documents.
- b. Establish an interactive project website that supports integrated community engagement tools in a seamless platform supportive of desktop and mobile access.
- c. Develop one (1) non-scientific online community survey and online ideas wall during the visioning phase.
- d. Develop one (1) non-scientific online community survey and online ideas wall during the draft plan review phase.
- e. Each public engagement effort noted in item 2.8 will have a virtual version available on the project website to allow for online participation.
- f. The full draft of the plan will be available online for public review and comment.

Summary of Meetings and Trips:

- Based on the Scope of Services, the FNI will facilitate the following meetings:
 - Up to Eighteen (18) Monthly Status Meetings with the City staff team (virtual)
 - One (1) Staff Initiation Call (virtual)
 - One (1) half-day long, in-person Kick-off Meeting and Study Area Tour
 - Up to four (4) in-person Staff Meetings (2 hours per meeting plus travel time)
 - Up to eight (8) virtual Staff Meeting (1 hour per meeting)
 - Up to five (5) CPAC Meetings (virtual or in-person – see schedule)
 - Up to Ten (10) Stakeholder Meetings (virtual)
 - Three (3) Public Engagements
 - Two (2) City Council Briefings
 - Two (2) Adoption Meetings (Planning Commission and City Council)
- The consultant team will make up to twelve (12) trips to the City:
 - a. 1 Kick-off Meeting and Study Area Tour
 - b. 5 workshops that will include multiple in-person meetings (such as CPAC meetings, public engagements, and council briefings)
 - c. 4 Staff Meetings
 - d. 2 Adoption Meetings

Task 3: Introduction and Community Snapshot

FNI may place the following information within the body of the Plan, or place in an appendix and shift the introduction to the Vision chapter to enhance readability.

1. Baseline Analysis
 - a. Study a historic timeline of the City, including major events impacting physical development of the community.
 - b. Analyze historic population and related growth trends and patterns.
 - c. Explain patterns and impacts of demographic information collected. Demographic data will be based upon the most recent U.S. Census American Community Survey data available at the time Notice to Proceed is given by the City.
2. Context Analysis
 - a. Review past and ongoing planning efforts conducted by the City.
 - b. Evaluate regional initiatives.
 - c. Conduct a physical features assessment, including topography, floodplains, developed/undeveloped land, natural features, sensitive environmental areas, natural assets and hazards, and other physical implications that impact growth and development.
 - d. Identify strengths, weaknesses, opportunities, and constraints related to the physical/environmental conditions, policy/regulatory conditions, and ownership and land assembly conditions at play in the study area.

Task 4: Vision and Guiding Principles

1. Community Vision: Develop a vision statement based on an assessment of City feedback regarding goals and vision, an understanding of existing community constraints, and a summary of public input and feedback.
2. Guiding Principles: Develop guiding principles based on analysis, community input and feedback received at the beginning of the process.
3. Summary of Community Engagement: Summarize feedback from the community in both qualitative and quantitative terms in a way that demonstrates the Plan is driven by the community. This may be separated and placed in an appendix.

Task 5: Land Use

1. Existing Land Use Analysis. Assess the land use characteristics of the City, including:
 - a. Analysis of types of land use (color-coded by category) and quantified by acres.
 - b. Discussion of existing development patterns and land use relationships, both opportunities and constraints.
2. Growth Scenarios
 - a. Forecasting of the City's growth based on recent growth trends and utility master plans.
 - b. Generation and assessment of up to three (3) growth scenarios with community members, the CPAC, and elected officials (format to be determined via the Engagement Plan). Discussion of tradeoffs including economic growth, quality of life, community health, environmental and agricultural conservation, fiscal impact, transportation, long-term sustainability and community resilience.
 - c. Selection of a preferred growth scenario that will best meet the vision and guiding principles created in Task 4.
3. Future Land Use Plan
Develop a future land use plan in accordance with the preferred growth scenario that considers existing land use information, neighborhood compatibility, current zoning regulations, economic

development strategies, past development patterns, infill, and redevelopment opportunities. The plan will include the following:

- a. Location of future residential, non-residential, mixed use, open space and institutional land uses along with appropriate development types, intensities and compatibility.
- b. Identification of character districts with high-level recommendations related to improving and enhancing the public realm, character, and community identity through urban design.
- c. Consider approaches to existing underutilized land, such as older strip centers, to encourage incremental redevelopment and activation as well as economic productivity through development and redevelopment strategies.
- d. Recommendations related to managing growth within the City.

Task 6: Transportation & Mobility

1. Compile pertinent current planning and capital programming efforts to ensure that connectivity with other current and long-range regional system enhancements are considered. Data will be collected from the City, the Oklahoma Department of Transportation (ODOT), and the Central Oklahoma Regional Transportation Planning Organization (CORTPO). Available agency travel forecasts will be used to assess road sizing needs.
2. Analysis of existing multi-modal networks, focusing on connectivity, capacity, safety, and sustainability. Review of existing road classifications and cross sections.
3. Identification of recommended expansions or improvements to create more resilience in the transportation network.
4. Updates to the City's thoroughfare, trails map and general road design standards.

Task 7: Housing & Neighborhoods

1. Analyze the supply, condition, and affordability of the City's housing stock as well as a high-level evaluation of neighborhood completeness in terms of where residents have easy, convenient access to many of the places and services they use daily including grocery stores, restaurants, schools and parks, without relying heavily on a car.
2. Explore housing types that address compatibility with character while allowing for incremental change and responsiveness to market interest and need.
3. Evaluate the relationship between on-campus housing and the adjacent neighborhoods and how it impacts or shapes the housing market in Stillwater.
4. Identify the City's future housing and diversification needs, including identification of a variety of existing and recommended neighborhood and housing programs to address any emerging issues and long-term community resilience.

Task 8: Economic Development and Redevelopment

1. Analysis of the City's employment, industry sectors, and target industries for future growth.
2. Analyze the broad factors influencing new development, redevelopment and visitor activity in the City, focusing on complete neighborhoods and equitable access to economic opportunity while addressing density needs and variables that influence the vibrancy of commercial corridors and nodes.

3. Evaluate economic approaches and challenges in the City and Region to build economically resilient and diverse communities. This will particularly focus on approaches to economic competitiveness, emphasizing cultivation of local entrepreneurship while complementing regional economic opportunities.
4. Prepare recommendations and findings that take into consideration the City's position within the Region's competitive economic development environment, seeking to identify those attributes that can distinguish the City and bring about the desired quality of life.
5. Identify historic and cultural resources, entertainment options and arts programs and make recommendations related to programs, promotions, and other activities to enhance cultural offerings.
6. Make recommendations for redevelopment strategies that support economic growth.

Task 9: Community Character, Arts and Culture

1. Identify elements of urban design, such as gateways, centers, and University connections. Establish what makes Stillwater unique and present recommendations that foster and grow that unique identity.
2. Identify historic and cultural resources, entertainment options and arts programs and make recommendations related to programs, promotions, and other activities to enhance cultural offerings.
3. Evaluate the relationship between the City and OSU (town/gown) providing recommendations to address real or perceived negative impacts (e.g., noise, parking, overcrowding).
4. Healthy Community: describe current indicators of health, life expectancy, quality of healthcare, and availability of fresh meat and produce. Identification of community needs to improve the City's overall health profile.
 - a. Address opportunity areas such as the 12th Ave Health Corridor to support personal resiliency.
 - b. Address parks, trails and open space facilities and opportunities as an element of a resilient Include appropriate recommendations from the City's adopted Parks and Recreation Master Plan.
5. Make recommendations for strengthening Downtown as an asset for residents, visitors and economic development.

Task 10: Infrastructure + Public Facilities and Services

1. Review the capacity of existing water and wastewater systems to address desired growth.
2. High-level look at existing and available electric, internet/fiber, and sanitation services and make recommendations for future necessary studies or policies.
3. Recommendations related to enhancing sustainability and resilience of utility systems and public facilities.
4. Analyze state of City facilities, services, activities, and programs and generate recommendations for city facility needs to accommodate the next 20 years of expected growth.
5. High-level analysis of crime and emergency service response and recommend programs and facilities to improve safety of residents and properties.

Task 11: Community Resiliency

Resiliency addresses physical, social and cultural threats, their potential impacts, and the partnerships and resources the City has or needs to address them. FNI will address resiliency within each plan element (e.g., Land Use, Transportation and Mobility, Housing and Neighborhoods, Economic Development and Redevelopment and Community Character, Arts and Culture) and provide guidance for improving the City's resiliency.

Task 12: Implementation

Provide an implementation plan structured into a coordinated action program. The implementation plan will outline priorities in a matrix format, primarily by:

1. Establishing goals for each plan element (Tasks 5-10).
2. Reviewing the various policies and related recommendations from each plan element and consolidating them in one place.
3. Assigning the policies and recommendations applicable implementation techniques (such as regulatory actions, programs, and intergovernmental partnerships) and prioritizing them with appropriate time periods, to create an overall Action Plan.
4. Establishing appropriate metrics from which to gauge the effectiveness of the strategies implemented and progress toward full plan implementation.

Task 13: Preparation of Final Documents

1. Draft Report
 - a. Individual draft elements will be sent throughout the planning process, in alignment with the tasks above. The City will consolidate comments from staff, CPAC and others and provide one set of consolidated comments per plan element to FNI.
 - b. A full draft of the Comprehensive Plan (Draft 1) that will be provided to the City, CPAC and other parties the City wishes to include for internal review and comments. The City will consolidate comments from staff, CPAC and others on Draft 1, and provide one set of consolidated comments within three (3) weeks of submission. The FNI will facilitate a comment review meeting to clarify any comments, if needed.
 - c. A revised full draft of the Comprehensive Plan (Draft 2) will be provided that addresses the comments from Draft 1. This draft will serve as the draft for public review and comment and Planning and Zoning Consideration.
 - d. Changes will not be made to Draft 2 based on the public feedback. However, public feedback and comments will be provided in their entirety to City Council along with the draft plan for consideration and discussion.
2. Final Report and Deliverables
 - a. Produce an "as adopted" final report to incorporate any changes requested during the adoption process by City Council.
 - b. The plan document will be prepared in Adobe InDesign and mapping will be done via ESRI's ArcGIS software. Other graphic softwares may be utilized at the consultant's discretion.
 - c. Deliverables will be provided in digital format (PDF), including both text and mapping, such that it will be easily reproducible. Electronic files of the final Comprehensive Plan and all working files will be provided to the City.

Task 14: Diagnostic of Current Development Regulations

Produce a high-level Code Diagnostic and Analysis Report to lay the foundation for revising the existing regulations. The diagnostic report will be used to guide the creation of the Development Regulations update. It is important that consensus is reached on the recommended changes and approach to streamline the ordinance writing process. The diagnostic report will be in memorandum/report format which will summarize the issues and recommended changes to the existing regulations, informed by the direction of the Comprehensive Plan.

This will focus effort to streamline the remainder of the process, identifying issues with all Code users and stakeholders, discussing potential resolutions and identifying the selected course of action.

1. Evaluation of Comprehensive Plan for relevant impacts to the regulatory environment.
2. Best practices evaluation, including the changing legislative and case law environments.
3. Establishment of the recommended organizational structure for the development codes.
4. Action by the City to adopt or approve the Code Diagnostic and Analysis Report as direction to prepare the updated development regulations. This will include determination of whether to prepare separate ordinances or a Unified Development Ordinance.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above-described basic services, are described as follows:

- A. Evaluation of the City's current development ordinances to identify alterations necessary to align the regulatory documents to the recommendations of the plan(s) produced under this project.
- B. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- C. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- D. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- E. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- F. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

- G. Providing basic or additional services on an accelerated time schedule. This includes the cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- H. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- I. Providing document revisions in excess of those outlined in Article I.
- J. Live language translation for public meetings and engagements.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within **eighteen (18) months of the notice to proceed**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of public notification and outreach.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Bear all costs incident to compliance with the requirements of this Article IV.
- F. It is assumed that the City will provide all necessary base mapping data in ESRI's ArcGIS compatible electronic format in order to generate necessary mapping.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives. No changes in the Design Leadership Team shall be made without consultation and written approval of the Client.

Owner's Project Representatives	Name:	Jacquelyn Porter
	E-mail:	Jacquelyn.porter@stillwater.org
	Phone:	405-533-8443
	Name:	Jeff Matthews
	E-mail:	Jeff.matthews@stillwater.org
	Phone:	405-742-8218
Owner's Accounting Representative	Name:	Cindy Gibson
	E-mail:	Cindy.Gibson@stillwater.org
	Phone:	405-742-8220
FNI's Design Leadership Team	Project Manager:	Dawn Warrick
	E-mail:	Dawn.warrick@freese.com
	Phone:	539-202-1818
	Principal-in-Charge:	Wendy Bonneau
	E-mail:	Wendy.bonneau@freese.com
	Phone:	817-735-7259
	Senior Advisor:	Chance Sparks
	E-mail:	Chance.sparks@freese.com
	Phone:	512-617-3156
FNI's Accounting Representative	Name:	Justin Smith
	E-mail:	Justin.smith@freese.com
	Phone:	737-702-0986

ATTACHMENT TC

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability

\$2,000,000 General Aggregate

Automobile Liability (Any Auto)

\$1,000,000 Combined Single Limit

Workers' Compensation

As required by Statute

Professional Liability

\$3,000,000 Annual Aggregate

5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. ~~**OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable~~

Not
Applicable

~~adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.~~

~~FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.~~

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to City and in acceptance of the Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

Not
Applicable

10. ~~**CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.~~

Not
Applicable

11. ~~**GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the City is named as an indemnified party.~~
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or

increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.

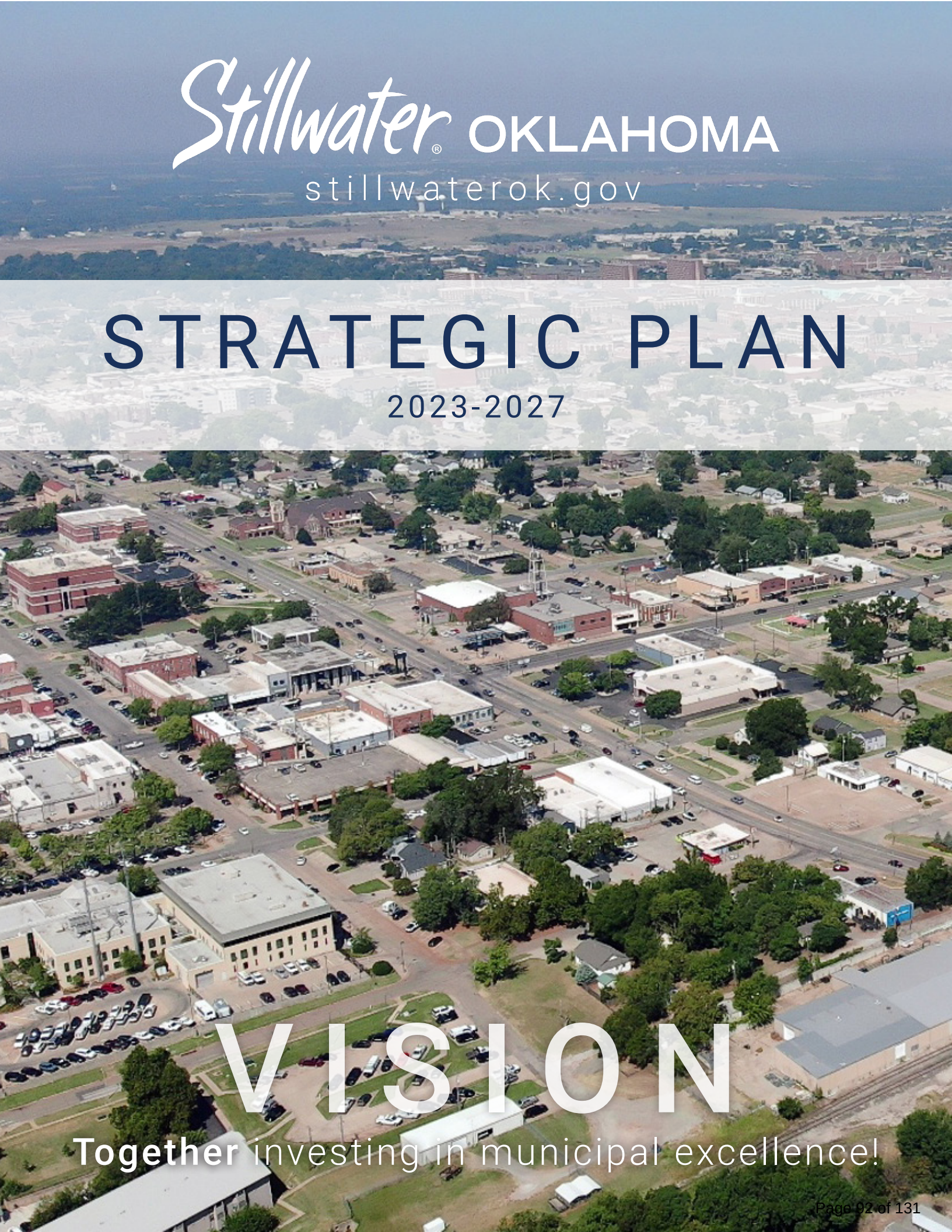
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

REPORT TO: CITY COUNCIL

MEETING DATE: 9/11/23

Agenda Item:	CC-23-139
Prior Council Action/Related Items:	City of Stillwater Strategic Plan for 2022-2026 is online at: stillwaterok.gov/709/Strategic-Plan
Background / Issue:	- The 2023-2027 Strategic Plan was developed from community KPI committee input, City budget priorities, financial responsibilities, strategic planning sessions, input from City staff, coordination with consultant Oakleigh Ryan of Whiton House, and direction from City Council. - According to the employee survey in 2022, more than half of our employees understood their role and where it fit within the City's overall direction. However, they struggled to connect the dots between their individual efforts and the City's Strategic Plan. Therefore, a more intentional effort was made to focus on departmental priorities and align them with the overall vision of the City of Stillwater.
Proposal/Solution:	- Strategies were developed after multiple sessions with city staff and departments to establish the missions and goals specific to individual departments. - The 2023-2027 Strategic Plan was developed through each department identifying their goals and mission in connection to the City's overall strategic priorities. This approach linked each department internally and unified the municipality's holistic vision.
Financial Impact/Funding Source(s):	There is no specific financial impact.
Related Strategic Priority:	#2- Inspired Management: To demonstrate leadership, management and planning skills that focus on results needed to create a better community.
Recommended Action/Motion:	Motion to adopt the City of Stillwater Strategic Plan for 2023-2027.
Prepared By:	Dawn Dodson, Communications Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Brady Moore, City Manager
Attachment(s):	City of Stillwater Strategic Plan for 2023-2027

An aerial photograph of Stillwater, Oklahoma, showing a mix of residential houses, commercial buildings, and green spaces. The city is situated near a body of water, likely Lake Murray, which is visible in the background under a clear blue sky.

Stillwater® OKLAHOMA
stillwaterok.gov

STRATEGIC PLAN

2023-2027

A closer aerial view of a downtown area in Stillwater, Oklahoma. The image shows a grid of streets with various commercial buildings, including a large multi-story brick building and several smaller structures. There are many trees and parking lots filled with cars.

VISION

Together investing in municipal excellence!

STILLWATER PROFILE/STATS

Stillwater is conveniently located in northcentral Oklahoma between the state's two largest cities. The city exemplifies hometown hospitality, quality education, career opportunities, optimal health services, low crime rate and safe neighborhoods. Stillwater is home to Oklahoma State University and offers a diverse mix of industry including agribusiness, health care, manufacturing, technology and business services. Residents and visitors share a love for the city and the belief that unity is what propels Stillwater to dream bigger and become greater.

Stillwater, Oklahoma

- Incorporated 1884
- City Charted adopted 1889
- County Seat of Payne County

Geography & Climate:

Total area: 28.3 sq. mi.
Land area: 27.9 sq. mi.
Water area: 0.5 sq. mi.
Elevation is 984 ft.
Climate: Humid subtropical

Form of Government:

Council-Manager

City Officials:

Interim City Manager, Brady Moore
Mayor, William H. Joyce
Vice Mayor, Amy Dzialowski
Councilor, Christie Hawkins
Councilor, Kevin Clark
Councilor, Tim Hardin

Council Meetings:

First, third and fourth
Mondays of each month at
City Hall, 5:30 p.m.

Expenditure Budget FY22-23:

General Fund budget: \$37.6M
Utilities Authority: \$68.5M

Sales Tax Rate:

Total 9.313%
State of Oklahoma: 4.5%
Payne County: 0.813%
City of Stillwater: 4.0%

Total Population: 48,394

Female: 24,052

Male: 24,342

Age Distribution	Percent
Under 5 years	4.0
Under 18 years	14.9
65 years and over	9.8

Race	Percent
White alone	76.9
Black or African American alone	4.3
American Indian and Alaska Native alone	3.3
Asian alone	6.4
Native Hawaiian and Other Pacific Islander alone	0
Two or more races	8.1
Hispanic or Latino	4.5
White alone, not Hispanic or Latino	74.4

Education Attainment	Percent
High school graduate or higher, age 25 years+	94.6
Bachelor's degree or higher, age 25 years+	51.1

Total Households & Family, 2017-2021	
Total Households	18,618
Persons per household	2.20

Computer and Internet Use, 2017-2021	Percent
Households with a computer	96.3
Households with a broadband Internet subscription	84.4

Health, 2017-2021	Percent
With a disability, under age of 65 years	8.1
Persons without health insurance, under age 65	10.4

Housing Units, 2017-2021	
Owner-occupied housing unit rate	39.8%
Median value of owner-occupied housing units	\$186,600
Median selected monthly owner costs, with a mortgage	\$1,599
Median selected monthly owner costs without a mortgage	\$515
Median gross rent	\$850

Income & Poverty, 2017-2021	
Median household income (in 2021 dollars)	\$37,991
Per capita income in past 12 months (in 2021 dollars)	\$23,686
Persons in poverty	31.2%

Labor, 2017-2021	Percent
Civilian labor force, total, percent of population age 16 years+	57.9%
Civilian labor force, female, percent of population age 16 years+	54.9%

Selected demographics from the U.S. Census Bureau Quick Facts, April 2020.

<https://www.census.gov/quickfacts/fact/dashboard/stillwatercityoklahoma/POP010220#POP010220>

*Population may be inaccurate, students were not on campus at the time information was collected due to Covid-19.

STRATEGIC PRIORITIES

The City of Stillwater's Strategic Plan serves as a road map to guide our departments and divisions forward. Every department has relied on feedback from residents and fellow staff members, financial planning, strategic planning sessions, and direction from City Council to determine strategic priorities specific to their team.

The six areas that City Council consider to be of highest priority.

#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.

#2 MOTIVATED MANAGEMENT

To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community.

#3 SAFE COMMUNITY

To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.

#4 CONNECTED SPACES

To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.

#5 UNIQUE CULTURE

To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.

#6 ENGAGED & INVESTED RESIDENTS

To encourage participation and an understanding of government through outreach and inclusive initiatives that inspire trust and pride in local government.

STILLWATER REGIONAL AIRPORT

DEPARTMENT ACCOMPLISHMENTS

CONNECTED SPACES

- Completed roof repairs.
- Purchased new snow removal equipment for runways.
- Finished electrical upgrades and installed a brighter, more energy-efficient LED beacon.
- Completed a five-year, \$16 million apron reconstruction to provide operational flexibility on busy days.
- Moved forward with design process for a new terminal.

SAFE COMMUNITY

- Implemented higher security standards required when larger planes began serving SWO in November.

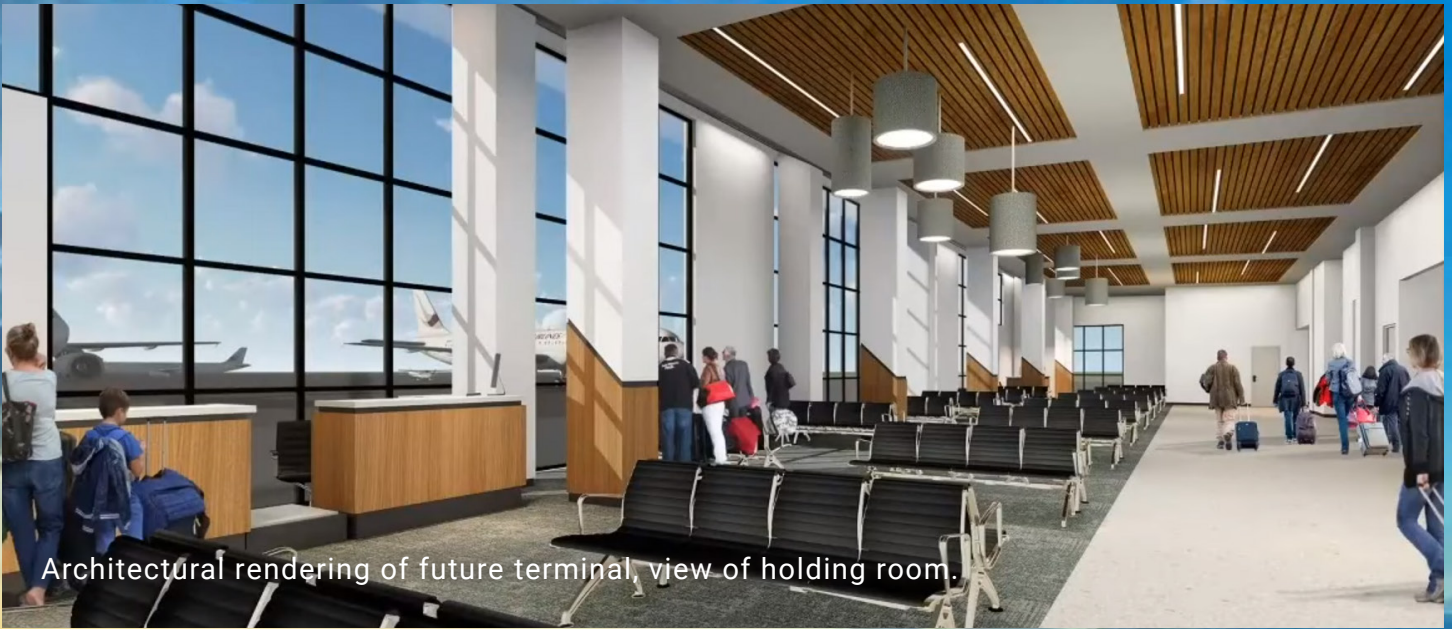
UNIQUE CULTURE

- Maintained partnership with American Airlines and Oklahoma State University to support commercial air service with two inbound and two outbound flights daily.

MOTIVATED MANAGEMENT

- 25,880 revenue passengers departed our airport in 2022, with more than 50,000 total passengers.
- Inbound and outbound flights had an average of 71% of seats filled.
- Annual take-offs and landings totaled 74,537

In August 2023, the new Stillwater Regional Airport Director Kellie Reed joined the team. A director was not in place when the Strategic Plan was developed.



Architectural rendering of future terminal, view of holding room.



Architectural rendering of future terminal, passenger drop-off area.



Stillwater
REGIONAL AIRPORT
FlyStillwaterOK.com



COMMUNICATIONS

DEPARTMENT GOALS

ENGAGED & INVESTED RESIDENTS

- Work with all departments to develop a new, user-friendly, ADA compliant website with updated, relevant, and customer-friendly information.
- Relaunch podcast to provide insight into City departments and activities with an added video component.
- Manage and produce municipal TV channel and broadcast, record and upload municipal meetings.
- Produce original video content for special events.
- Coordinate events for City Manager's Office and Stillwater Regional Airport.
- Identify all audiences and utilize all means of communications, online and print, to meet residents and stakeholders where they are.
- Begin first phase of branding and wayfinding efforts, establish citywide partnerships and research consultants for intensive and best process.
- Communication and research efforts for T.I.M.E. (Together Investing in Municipal Excellence) projects to help determine community needs and funding sources.

MOTIVATED MANAGEMENT

- Developed Communications team to include part-time positions for Fire, Police, City Manager's Office, Regional Airport and Emergency Management. These positions are filled by upper-level Communications college students to increase on-the-job experience.
- Provide support with Human Resources for recruiting efforts and staff communications through social media, staff recognition materials and events, and internal newsletter.
- Work with all departments on their marketing needs and collaborate on innovative ideas and messaging.

SAFE COMMUNITY

- Develop Crisis Communications Plan with Police, Fire, and Emergency Management to implement accurate, timely and much-needed information to Mayor and Councilors, City Administration and staff, community members, stakeholders and media.
- Coordinate with emergency responding agencies for special events, severe weather and emergency situations for mitigation, information and communication efforts.



BY THE NUMBERS:



- 339,000 website visits (old website)
- 164,472 YouTube channel views
- Managed 25 separate social media platforms
- Issued 368 releases, including media releases, alerts, updates and weather alerts from the City of Stillwater SPD, SFD and SEMA.



-  stillwaterok.gov
-  [@CityOfStillwater](https://www.facebook.com/CityOfStillwater)
-  [@cityofstillwaterok](https://www.instagram.com/cityofstillwaterok)
-  [@StillwaterOKgov](https://twitter.com/StillwaterOKgov)
-  [City of Stillwater TV](https://www.youtube.com/CityofStillwaterTV)
-  [City of Stillwater, Oklahoma](https://www.linkedin.com/company/cityofstillwaterok)

STILLWATEROK.GOV

COMMUNITY DEVELOPMENT

OUR MISSION

To develop and implement creative community-minded strategies to enhance economic growth, to build strong safe homes and businesses, and to ensure an efficient framework for quality development.



DID YOU KNOW?

Community Development has 14 employees with decades of combined experience. If it is developed or built in the City of Stillwater it comes through Community Development, which is made up of Administrative Services, Planning/Zoning and Building Inspections.

DEPARTMENT GOALS

MOTIVATED MANAGEMENT

- Provide ongoing training for staff in learning and utilizing new and unique services and processes. Provide opportunity for continuing education in multiple aspects of the development and construction industry.

SAFE COMMUNITY

- Develop and implement an updated Code, Comprehensive Plan and Future Land Use Map.
- Review and inspect projects to ensure they are well-built and safe for Stillwater residents, business owners and patrons.

CONNECTED SPACES

- Continue to work on long-range planning to cast vision and give direction for continued development for a thriving and growing City.

ENGAGED & INVESTED RESIDENTS

- Through Community Development, we will begin working with a long-range planning firm who will help us engage the community and get feedback on how our City grows.



COMMUNITY RESOURCES

OUR MISSION

We create community through people, parks and programs by providing affordable and diverse recreation opportunities for all.

DID YOU KNOW?

In 1936, Stillwater built its first public park which was then next to the Payne County Fairgrounds. More than 400 evergreens were planted and the picnic grounds could accommodate up to 2,000 people. Today, this area is known as Couch Park.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Develop a park maintenance manual and review and establish current program fees for recovery of program and facilities costs.

MOTIVATED MANAGEMENT

- Provide training for staff regarding new programming and increasing participation.
- Research current trends in the field and follow the recently completed Master Plan to initiate these trends.

SAFE COMMUNITY

- Perform monthly inspections on all parks and amenities in the parks.
- Identify areas that need additional lighting and work with the Electric Department to ensure safe recreation experiences.

CONNECTED SPACES

- Continue Rails to Trails process and maintain current trails in the parks.
- Replace deteriorating amenities in parks as funding becomes available

for pavilions and restrooms to encourage family events outdoors.

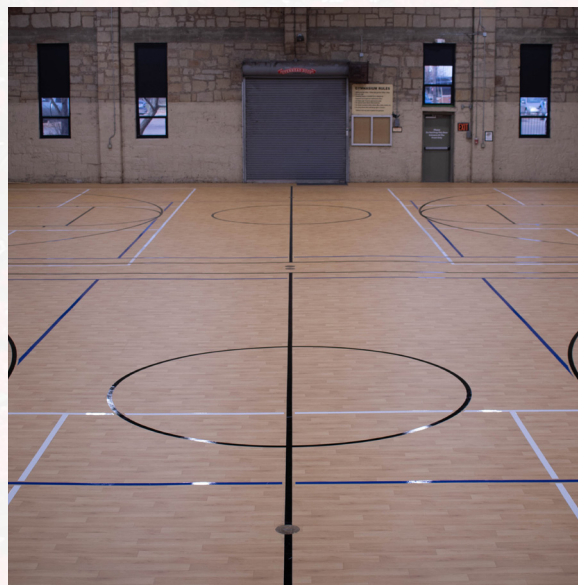
- Formulate policy for usage of Block 34, including rules and regulations.

UNIQUE CULTURE

- Expand partnership between Stillwater Public Schools and the Community Center regarding theater programming and cultivate new partnerships with groups, initiating recreational opportunities not currently offered.
- Promote healthy lifestyles through outdoor play without the need to charge participants.
- Encourage more art in the parks and continue work with OSU on murals in Chris Salmon Plaza.

ENGAGED & INVESTED RESIDENTS

- Complete the Mayor's Monarch Pledge by creating habitat specifically for monarch butterflies and pollinators.
- Identify areas too expensive to mow and maintain and cultivate wildflower gardens.



ELECTRIC UTILITY

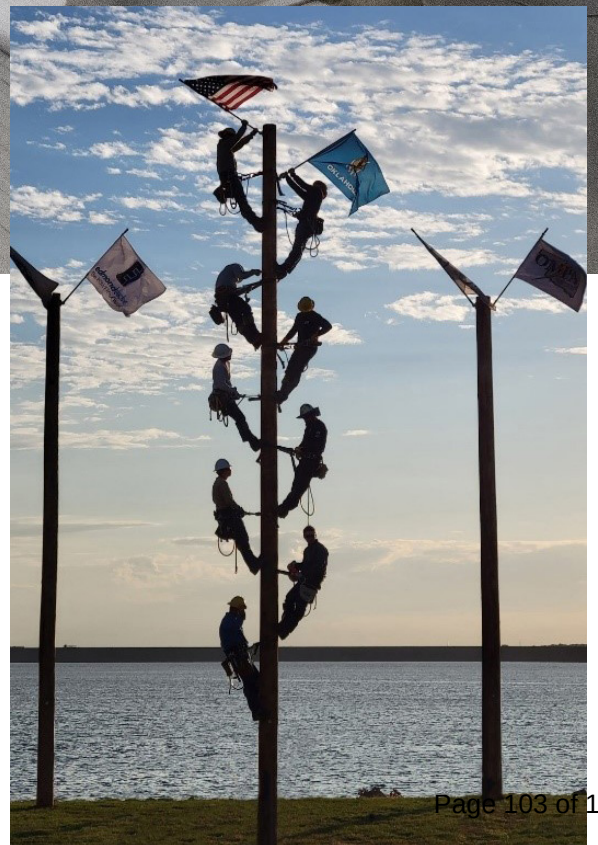
OUR MISSION

The mission of Stillwater Electric Utility is to provide safe, reliable, and competitively priced electric service within the City of Stillwater and surrounding service area, to be responsive to the needs of our customer-owners, and to contribute to the quality of life through funding of additional services offered by the City of Stillwater.



DID YOU KNOW?

A community owned electric utility since 1901 that has generated electricity since 1903, Stillwater Electric Utility is the largest municipal generator of electricity in the State. It is also the largest municipal electric utility to own, operate, and maintain their own transmission, distribution, and substation system.



DEPARTMENT GOALS

MOTIVATED MANAGEMENT

- Provide ongoing training for staff in learning and utilizing new and unique services and process.
- Provide opportunity for Continuing Education in multiple aspects of the development and construction industry.

SAFE COMMUNITY

- Develop and implement an updated Code, Comprehensive Plan and Future Land Use Map.
- Review and inspect projects to ensure they are well-built and safe for residents, business owners and guests of Stillwater.

CONNECTED SPACES

- Continue to work on long range planning to cast vision and give direction for continued development in a thriving and growing City.

ENGAGED & INVESTED RESIDENTS

- Through Community Development we will begin working with a long range planning firm that will help us engage the community and get feedback on how our City grows.



EMERGENCY MANAGEMENT

OUR MISSION

The mission of Stillwater Emergency Management is to provide the citizens of Stillwater the education and support necessary to reduce loss of life and human suffering; to minimize property damage; and to protect against all types of disasters through a comprehensive, risk-based, all-hazard emergency management program.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Implement and train all staff on the latest (proven) technology ensuring our programs are current and meet the needs of those we serve.

MOTIVATED MANAGEMENT

- Stillwater Emergency Management will continue to sit on state, county-level, and partnership boards to strengthen our profession and community.

SAFE COMMUNITY

- To promote a safe and secure community, we will continue to train with our community partners and participate in community events and outreach programs.

UNIQUE CULTURE

- Partner with all local educational institutions, from Stillwater Public Schools, Meridian Technology, Oklahoma State University and more to ensure students and staff are best prepared for emergency situations.
- Educate and prepare out-of-state and international students who are new to Oklahoma threats and the impacts they can have locally.
- Foster relationships who benefit our city, region and state all strengthening our resiliency.

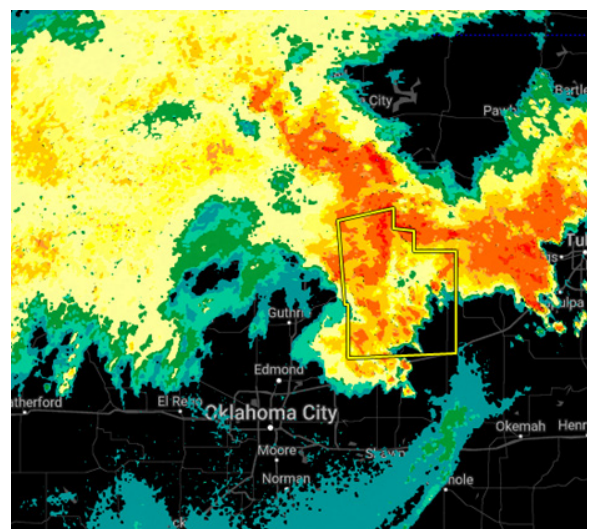
ENGAGED & INVESTED RESIDENTS

- Educate and train community members about warning systems used for all-hazards mitigation programs and projects, and collect feedback for additional training purposes.



DID YOU KNOW?

Emergency management is a department of 4 full-time staff and 10 volunteers who plan and prepare for mitigation against all threats to the community. The staff are trained to manage and coordinate response and recovery efforts in emergencies and crisis.



ENGINEERING

OUR MISSION

To provide transparent, effective engineering and support services with integrity, accountability and continuous improvement.

DID YOU KNOW?

The Engineering Department provides management, analysis, design and inspection services to numerous City departments including Water Utilities, Public Works, Community Development, Community Resources, Police, Fire, Economic Development, Community Center, Emergency Management and Airport.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- As stewards of public funds, we promote efficient and effective design, construction and operational practices.

MOTIVATED MANAGEMENT

- Continue to recruit for full staffing to manage critical projects.

SAFE COMMUNITY

- Above all, we prioritize the safety of our residents and visitors, and strive to build projects and processes that minimize risk and protect public health and welfare.

CONNECTED SPACES

- We enhance the quality of life in Stillwater by providing safe, reliable and sustainable infrastructure through innovative engineering solution.
- Oversee critical projects implementation such as the backup water supply and finished water pump station.

ENGAGED & INVESTED RESIDENTS

- We are committed to fostering strong partnerships with community stakeholders including residents, businesses, regulatory agencies and other city departments, to ensure that our engineering projects meet the needs of today's and future generations.



FINANCE

OUR MISSION

As the finance professionals of the City of Stillwater, we are the trusted stewards of our City's financial resources and are committed to the long-term financial sustainability of our local government.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Practice fiscal responsibility and safeguarding of public assets while effectively managing FY24 adopted budget of \$134,009,967.
- Continue efforts to build a robust training program to ensure our employees citywide are equipped to carry out their fiscal duties in accordance with applicable laws and regulations.

MOTIVATED MANAGEMENT

- Continuation of the Fiscal Advisory Committee, an interdepartmental team focused on forward-focused, fiscal solutions.
- Proactive utilization of technology to gain efficiencies.
- Work collaboratively with City Management and City Council to prioritize capital projects and develop long-term funding strategies.

ENGAGED & INVESTED RESIDENTS

- Develop a communication plan surrounding public finance topics.



DID YOU KNOW?

For 41 consecutive years, the Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Finance Department the Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Report (ACFR). The certificate is the highest form of recognition in the area of governmental accounting and financial reporting.



STILLWATER FIRE



OUR MISSION

- Be fully prepared to respond swiftly to any situation to help those in need.
- Honor our heritage while moving boldly into the future.
- Relentlessly serve others with kindness, courage, and professionalism.

DEPARTMENT GOALS

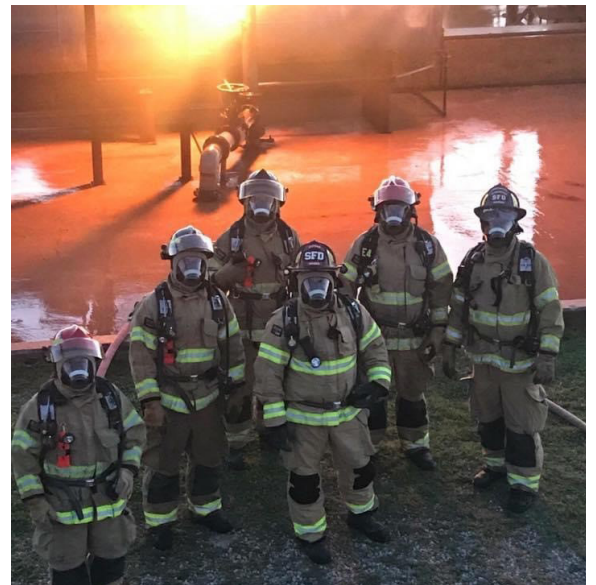
SAFE COMMUNITY

- Implement a new radio system.
- Take possession of two new Pierce engines.
- Plan for the relocation of Fire Station 2 and implement operational enhancements into the station design.
- Install countdown timers in apparatus bays to help reduce response times.
- Implement new tracking and record keeping software.

MOTIVATED MANAGEMENT

- Develop an officer training program.
- Develop and implement a comprehensive safety, health and wellness program.





HUMAN RESOURCES

OUR MISSION

We provide the leadership, direction and support needed to attract, retain and develop talented individuals. We partner with city departments to hire, compensate, support and create a workforce dedicated to delivering high-quality services.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Continuation of processes to make applications and HR external services more accessible to applicants. (Example, new online applications, video interviews, etc).
- Support City Council in identifying and hiring new City Manager

MOTIVATED MANAGEMENT

- Grow current professional development offerings to develop staff across the organization.
- Initiate touch base meetings between departments and HR for training opportunities, Q&A periods, and to ensure HR staff is available and connected to all employees.

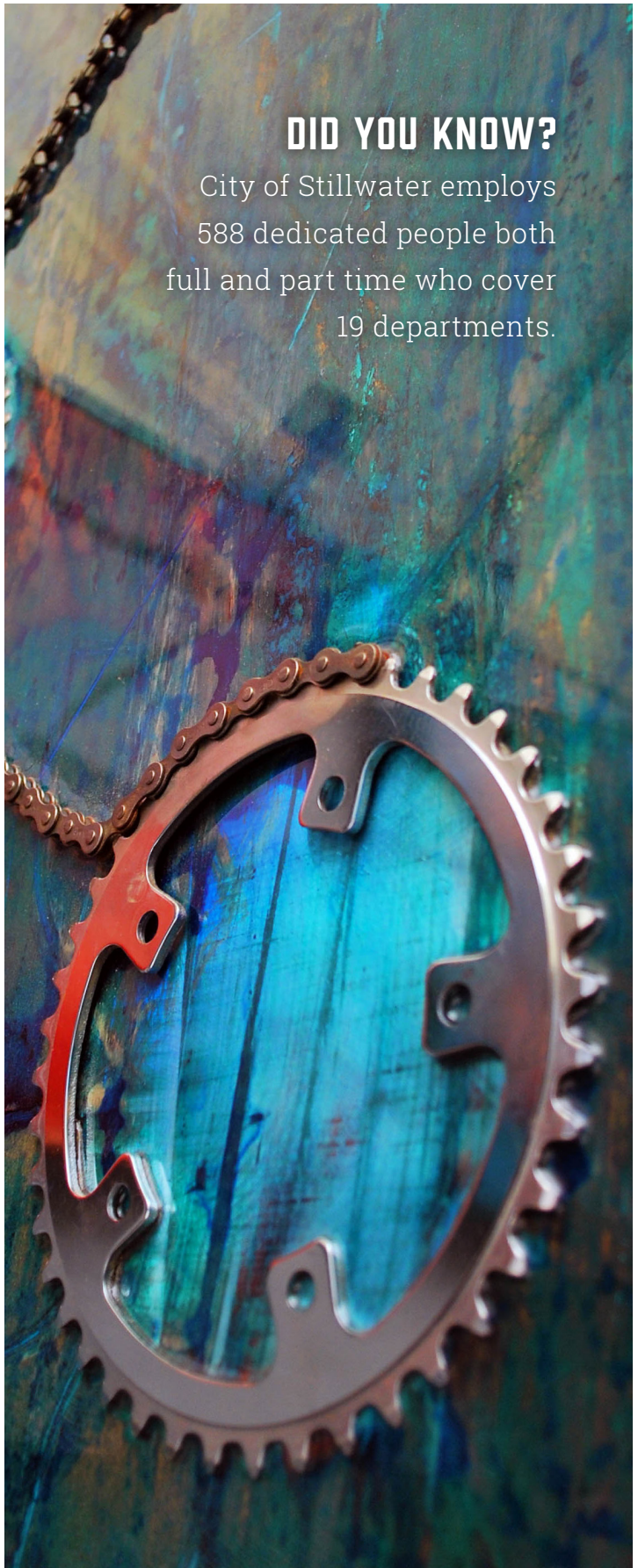
ENGAGED & INVESTED RESIDENTS

- Develop a safety program that is more visible to City employees, their families and external groups.
- Continue and grow employee spotlights and success shout-outs to highlight for the community the amazing professionals serving their community needs.



BY THE NUMBERS:

- In the last six months, HR has received and processed 766 applications for employment.
- The average tenure of full-time employees is 10 years.
- HR staff have performed 19 facility safety audits.
- HR has offered 102 safety courses.



DID YOU KNOW?

City of Stillwater employs
588 dedicated people both
full and part time who cover
19 departments.

STILLWATEROK.GOV/JOBS

INFORMATION TECHNOLOGY

OUR MISSION

To create and support an electronically connected organization and community in which technology enriches jobs and lives, resulting in highly productive and satisfied employees, an involved and informed citizenry, and a public image of being a "technology leader" to attract future residents and businesses.

DID YOU KNOW?

IT is responsible for various technologies spread across the City of Stillwater. We maintain a private network connecting 26 facilities and spanning more than 60 miles of fiber optic cable. That network handles more than 1,000 endpoint devices that enable City staff to efficiently and effectively serve the residents of Stillwater.



DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

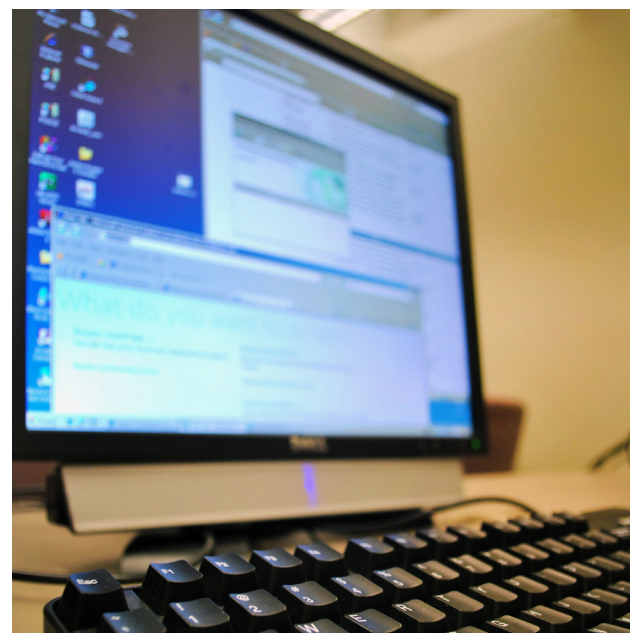
- Continue to implement digital processes that improve efficiency and convenience while reducing paper usage.

MOTIVATED MANAGEMENT

- Utilize IT Liaison visits to proactively communicate with other departments and identify work processes that can potentially be improved with technology.
- Set up online library of FAQ and Help Videos to assist employees.
- Ensure data and networks are secure through backups, protections and training.

ENGAGED & INVESTED RESIDENTS

- Successfully lead implementation of a new CivicPlus websites and online tools for the City of Stillwater as a critical source of information for our citizens, partners and businesses.



BY THE NUMBERS:

Online paperless form submissions increased 22% to 3,917 in 2022.

STILLWATER PUBLIC LIBRARY

OUR MISSION

The Stillwater Public Library is a core community service which provides equal access to the best sources of information, current technology, quality collections, outstanding programs, and exceptional service.



DID YOU KNOW?

The Stillwater Public Library's downloadable collection is now equal to its print collection, with 80,000 items in each. SPL's five department librarians have a combined century of library experience and 13 higher education degrees. Library cards are always free to those who live, work, or attend school in Payne County.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Ensure consistency and excellence of library services by documenting institutional knowledge, cross-training staff and instituting ongoing evaluation methods.

CONNECTED SPACES

- Create inviting, easy-to-use spaces to optimize learning and collaboration and provide an efficient experience with customer-friendly equipment.

UNIQUE CULTURE

- Cultivate relationships to provide learning opportunities that support the growth and well-being of citizens.
- Cultivate opportunities for citizens to access new technologies essential for working, learning, and creating.
- Cultivate an enriching environment for staff to expand their skills, knowledge and confidence.

ENGAGED & INVESTED RESIDENTS

- Serve all citizens by extending services to more locations, providing a varied collection and improving accessibility to services through school partnerships and elimination of fines.



BY THE NUMBERS:

Served 140,716 visitors

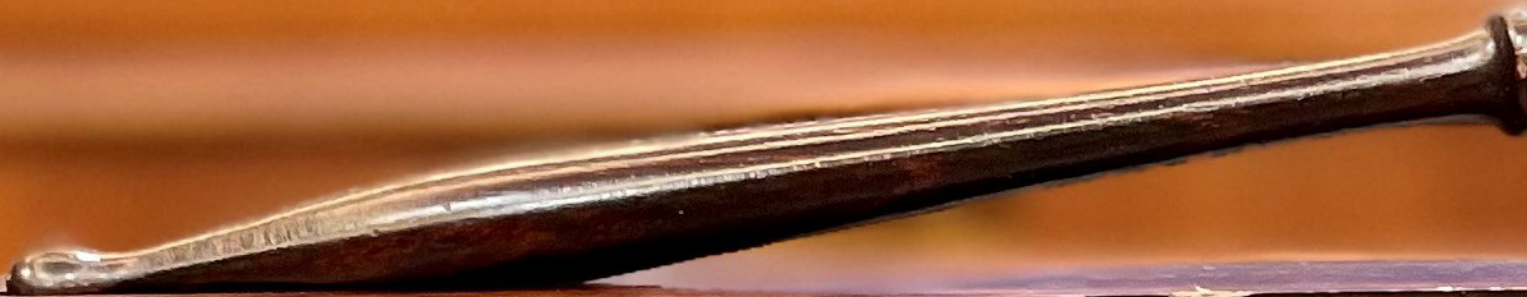
MUNICIPAL COURT

OUR MISSION

To process violations of City ordinances and uphold the integrity of the court in an efficient, courteous and professional manner. We acknowledge our responsibility to provide impartial and accurate information while maintaining high standards of customer service.

DID YOU KNOW?

Approximately 1,200 overtime parking tickets are validated each year and submitted to Municipal Court by 89 local businesses from the Downtown, Knoblock and Washington Street business districts.





DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Regularly evaluate procedures to provide the most efficient service to our customers.

MOTIVATED MANAGEMENT

- Provide resources to staff on amendments to statutes and ordinances.
- Maintain staff certification through continual training.

SAFE COMMUNITY

- Continue to educate the public to deter repeat violations.

CONNECTED SPACES

- Assist with the evaluation of parking procedures to make necessary changes for the growth of the community.
- Continue to manage all cited violations fairly and equally to protect our community and resources.
- Support City core parking initiatives.



STILLWATER POLICE

OUR MISSION

Our mission is to protect life, liberty, property and preserve the peace in the City of Stillwater by executing the following:

- Aggressively pursuing all criminals and vigorously seeking their prosecution.
- Patrolling all city streets in a highly visible manner to deter criminal activity.
- Responding promptly to calls for service.
- Continually improving our skills and knowledge.
- Providing effective emergency services.
- Protecting the rights of all citizens.
- Being ever vigilant in our duties and maintaining our integrity.



DID YOU KNOW?

The police department is the largest department in city. We have over 125 employees, which includes 81 sworn police officers. The police department is staffed 24 hours a day, seven days a week, 365 days a year. In addition to police officers, SPD operates a Jail, Dispatch, Animal Welfare, Code Enforcement, Property and Evidence Unit, Records and Redactions Unit, and Parking Enforcement.

BY THE NUMBERS:

- 18,500 training hours, including Special Operations Teams.
- Average response time is 7.43 minutes.
- New call tracking system provides more accurate data.



DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Fiscal responsibility over a multi-million dollar budget, building, and equipment.
- Data reviews to ensure efficient deployment of police department resources.
- Transparency through an active public information officer and timely release of public interest incidents.

MOTIVATED MANAGEMENT

- Development and instruction of leadership courses for officers and employees of all levels of supervision and leadership experience.
- Research and review of current policing practices to ensure efficient use of resources with focus on our community needs.
- Interaction with community leaders, business owners, and city government leaders to build professional relationships and boost confidence in the police department's leadership and personnel.

SAFE COMMUNITY

- Promote police and community relations through an active community outreach program; Shop with a Cop, Cops & Bobbers, Juneteenth, Martin Luther King Jr. Day, National Night Out, Special Olympics, Citizens Academy, etc.
- Engage the community through public speaking events to discuss current crime trends, law changes, and provide police resources to the public.
- Highly visibly police patrols to curb criminal activity and improve public confidence.



PUBLIC WORKS

OUR MISSION

To increase Stillwater's safety and sense of community through responsible maintenance of City facilities, fleets, concrete, asphalt, traffic control systems, parks, and stormwater systems.

DID YOU KNOW?

Fleet Services maintained more than 500 vehicles and pieces of equipment. Field Services maintained approximately 13,000 acres of park land, placed approximately 300 tons of asphalt, 600 yards of concrete and cleaned approximately 10,000 feet of ditches for storm drainage.



BY THE NUMBERS:

Placed 271.63 tons of
asphalt

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Document the data we receive and close requests for assistance.
- Track the percentage of completed planned tasks so we know the success rate.

MOTIVATED MANAGEMENT

- Continue to document all special event closures and equipment needed for the events.
- Adjust our employee work schedules to accommodate the needs of other departments for special events.

SAFE COMMUNITY

- Keep playground equipment inspected and maintained to ensure a safe environment for activities.
- Focus on street and sidewalk repairs to ensure the safety of drivers, pedestrians and cyclists in our community.

CONNECTED SPACES

- Keep parks maintained on an established schedule and monitor contractors to ensure trees are trimmed as needed.
- Maintain splash pads as needed for reliability and safety.

UNIQUE CULTURE

- Continue to work with Oklahoma State University to ensure we can handle large special events safely.
- Prepare to assist on Block 34 as needed.

ENGAGED & INVESTED RESIDENTS

- Continue to assist with the OSU Homecoming Parade route and Walkaround to ensure safety at both events.
- Provide resources for the Holiday Parade of Lights to keep the route safe.

UTILITY & BILLING

OUR MISSION

To fulfill our commitment to providing timely, professional, courteous service to more than 20,000 utility customers.



DID YOU KNOW?

We answer more than 250 phone calls each day, process more than 22,700 utility payments and read more than 25,000 meters each month.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

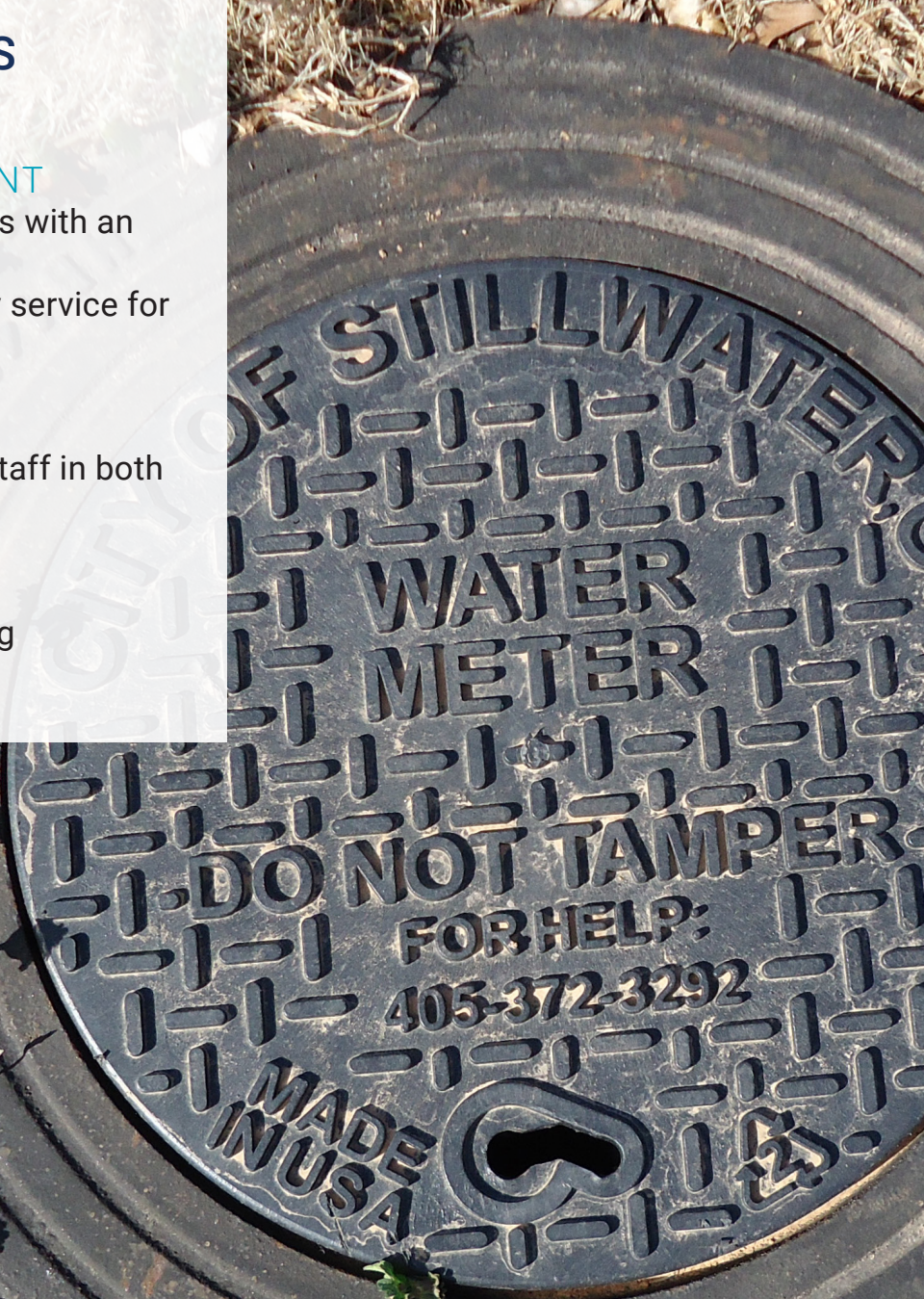
- Continue to provide customers with an array of payment options.
- Continue to provide same-day service for new connections.

MOTIVATED MANAGEMENT

- Provide ongoing training for staff in both safety and personal growth.

CONNECTED SPACES

- Implement Advanced Metering Infrastructure (AMI).



WASTE MANAGEMENT

OUR MISSION

To enhance the quality of life for the community by providing safe and effective sanitation and recycling services.



DID YOU KNOW?

The Waste Management department is made up of 30 employees responsible for maintaining sanitation and recycling services for the City of Stillwater. The team collects 22,000 tons of solid waste, 1,600 tons of recycling material, and 900 tons of yard waste annually. The Convenience Collection Center is one of the few staffed recycling collection sites in Oklahoma, and averages 3,200 visitors monthly. Finally, our Street Sweeping services collect an average of 170 cubic yards of debris monthly.

A background image showing a worker in a white hard hat and safety vest operating a blue waste management container. The worker is on the right side of the frame, looking towards the left. The container is on the left, with a large yellow hook visible in the center. The scene is outdoors, likely at a waste management facility.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Develop interactive sticker with QR code to share Waste Management information with customers.
- Continue to improve Waste Management collection calendars, service guides, and user information for customers.
- Develop street sweeper completion update information for residents.

MOTIVATED MANAGEMENT

- Provide consistent customer service training and industry specific education opportunities for all Waste Management staff.
- Encourage Waste Management staff to share ideas during individual employee meetings with administrative staff quarterly.

SAFE COMMUNITY

- Develop and implement commercial container enclosed specification for new businesses.

- Continue to improve residential cart placement procedural information for customers to reduce risk of property damage.

CONNECTED SPACES

- Research the possibility of providing front load solid waste and recycling commercial collection and providing citywide bulk waste collection program.
- Increase roll-off services.

UNIQUE CULTURE

- Gasifier Project with Oklahoma State University.

ENGAGED & INVESTED RESIDENTS

- Prepare for next solid waste and recycling study with outside consultant firm.
- Develop educational program for Stillwater public schools.

WATER UTILITIES

Stillwater Regional Water serves more than 79,000 people in Payne, Noble, Pawnee, Lincoln and Creek Counties.



BY THE NUMBERS:

- Maintained 300 water valves
- Inspected 840 manholes
- Inspected 70,077 feet of sanitary sewer lines

DID YOU KNOW?

Water Utilities maintains and operates an 18 million gallon per-day-water treatment plant, 500+ miles of water lines, 230+ miles of sanitary sewer lines, and a 10 million gallon-per-day wastewater treatment plant. We source water from the Arkansas river system at Kaw Lake and pump it 36 miles for treatment before distribution to customers. Collected wastewater flows to our wastewater treatment plant for treatment before being returned to Brush Creek, which eventually flows back into the Arkansas River system.

DEPARTMENT GOALS

EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

- Effectively maintain and operate water and wastewater systems with a fiscally responsible approach.
- Track and report all water quality data for compliance and consumer confidence.

MOTIVATED MANAGEMENT

- Effectively communicate and interact across departments for collaboration and information sharing to better meet the needs of all.
- Research more effective and efficient maintenance and operational methods and procedures.
- Purchase and implement both a Work Order Management system and a Water Information Management system to aid with data entry, tracking, reporting, and analysis.

SAFE COMMUNITY

- Ensure proper treatment and disinfection with proven best practices along with data monitoring and reporting.

- Provide education and training for growth to meet ever-changing needs and requirements, while continually improving a safety-first mindset.

CONNECTED SPACES

- Provide water and wastewater services to support and enhance both public and private spaces.

UNIQUE CULTURE

- Provide expanding water and wastewater services to support continued growth of Stillwater and surrounding areas, including cooperation with water providers.

ENGAGED & INVESTED RESIDENTS

- Foster and promote an atmosphere of inclusion and cooperation that draws individuals to engage as a united team.
- Provide information and timely updates through multiple channels to keep customers informed and engaged.



An aerial photograph of a city, likely in the Midwest, showing a mix of residential, commercial, and industrial areas. In the foreground, a large white grain elevator with multiple silos is prominent. The city is surrounded by green fields and trees, with a hazy horizon in the background.

MISSION

To build a vibrant community for all people
through efficient services, shared spaces, and
smart planning.