



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

MARCH 4, 2024

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

a.	Led by Trail Life USA troop
----	-----------------------------

3. Proclamations and Presentations

a.	National Safe Place Week - Angie Freeny, Payne County Youth Shelter
----	---

b.	Sunshine Week Pledge Cards - Carol Anderson, League of Women Voters
----	---

c.	Stillwater Police Department Citizen's Academy Class IX
----	---

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 February 26, 2024, regular and executive session meeting minutes	
----	--	--

b.	Approve budget revision appropriating funds for hangar improvements at Stillwater Regional Airport	CC-24-17	Kellie Reed
----	--	----------	-------------

c.	Approve amendment to the Ground Lease with Stillwater Flight Center Hangar, LLC to extend the initial term for five additional years.	CC-24-18	Kellie Reed
----	---	----------	-------------

5. Public Comment on Items not Scheduled 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.	Discussion and update regarding site selection for the proposed new Stillwater Animal Welfare facility	CC-24-19	Dawn Dodson, Candy Staring
b.	Approve the award of contracts by Crossland Construction Co. for Fire Station 2 Work Package #2 totaling \$4,243,162.	CC-24-20	Candy Staring

8. Resolutions

The City Council will hear a staff presentation, discuss, and take action including a vote or series of votes on each resolution listed as presented or as amended or revised by the City Council.

a.	RESOLUTION NO. CC-2024-6 A RESOLUTION OF THE CITY OF STILLWATER ESTABLISHING THE CITY'S IDENTITY THEFT PREVENTION POLICY	
b.	RESOLUTION NO. CC-2024-7 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZING THE CHILDS LAW FIRM, PLLC, TO FILE AN ACTION AGAINST UBC PRECAST, AN IDAHO CORPORATION, AND GREG HOSKINS, THE GENERAL MANAGER AND OWNER OF UBC PRECAST, AND ANY OTHER RESPONSIBLE PERSONS OR ENTITIES, FOR BREACH OF CONTRACT, UNJUST ENRICHMENT, AND ANY OTHER CAUSE OF ACTION DEEMED NECESSARY AND APPROPRIATE BY COUNSEL TO RECOVER FUNDS PAID BY THE	

	CITY FOR A PREFABRICATED BATHROOM STRUCTURE THAT WAS ORDERED, BUT NEVER DELIVERED; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS REASONABLY NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION.	
--	---	--

9. 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
i.	Request for Executive Session pursuant to 25 O.S. § 307(B)(3) of the Oklahoma Open Meeting Act for the purpose of discussing the purchase or appraisal of real property.
b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

10. Questions and Inquiries

11. Executive Session

a.	Confidential communication between City Council and City Attorney discussing the purchase or appraisal of real property
----	---

12. Return from Executive Session

a.	Consideration, discussion and possible reasonable action regarding the discussion of purchase or appraisal of real property.
----	--

13. Adjourn

On March 1, 2024 at 10:00 A.M., 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 Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED FEBRUARY 22, 2024, AT 8:30 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
FEBRUARY 26, 2024**

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI,
COUNCILORS CHRISTIE HAWKINS AND TIM HARDIN
ABSENT: COUNCILOR KEVIN CLARK

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. Presentation of the Stillwater Travel Guide for Kids by Kids
Highland Park Elementary School's 5th Grade Gifted & Talented Students

Students from Highland Park Elementary presented the Stillwater Travel Guide for Kids by Kids that they created in conjunction with Visit Stillwater. The students explained how they experienced how to design and get a project through the printing process.

4. CONSENT DOCKET

- a. Approve February 5, 2024, regular meeting minutes
- b. Approve purchase of property addressed as 4099 N. Land Run Drive needed to allow access to a portion (.6198 acres) of the northern part of Wright Drive, which is adjacent to Stillwater Regional Airport and located on private property with no right-of-way or easement, for a purchase price of \$17,686 and authorize the City Manager to execute the purchase agreement
- c. Approve budget amendments reflecting receipt and expenditure of grants totaling \$1,757 from the Oklahoma Library Association to Stillwater Public Library
- d. Approve budget amendment to increase revenue projections to reflect the award of the 2023 Oklahoma Energy Efficiency Lighting Retrofit Program grant
- e. Approve Air Service Agreement with American Airlines providing for a Minimum Revenue Guarantee, and the related budget amendment appropriating \$867,000 for the remainder of FY24
- f. Accept temporary construction easement for the parcel at 404 W Lone Chimney Road from Jordan and Katie Lesh for the Long Branch Creek raw waterline repair
- g. Approve budget amendment increasing transfers-in of \$375,000 from General Fund to Transportation Sales Tax Fund for the dedicated portion of the increase in sales tax projections
- h. Approve budget amendment reflecting an increase in revenue projections of \$2,500,000 to account for increased sales and use tax collections

- i. Approve budget amendment reflecting transfers-out from General Fund to Stillwater Utility Authority for \$375,000 and Transportation Sales Tax Fund for \$375,000 for the dedicated portion of the increase in sales tax projections
- j. Approve budget amendments reflecting increase in transfers-out from General Fund and transfers-in to City Capital Fund of \$883,000 for use in future capital projects

Mayor Joyce removed item e. from the Consent Docket.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO APPROVE THE CONSENT DOCKET MINUS ITEM E.

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

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

There were no requests to speak on agenda items not scheduled for public hearing.

6. ITEMS REMOVED FROM CONSENT DOCKET

- e. Approve Air Service Agreement with American Airlines providing for a Minimum Revenue Guarantee, and the related budget amendment appropriating \$867,000 for the remainder of FY24

Assistant City Manager Christy Cluck explained the Air Service Agreement providing for a Minimum Revenue Guarantee with American Airlines, the funding available and answered Council's questions.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HARDIN TO APPROVE ITEM E. FROM THE CONSENT DOCKET.

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

7. GENERAL ORDERS

- a. Presentation of the Rural Fire Fee Analysis by NewGen Strategies & Solutions

Fire Chief Terry Essary explained the current rural fire fee rates being used and he stated that they have been in place since 2008. He introduced Dave Yanke, President of NewGen Strategies & Solutions.

Mr. Yanke presented the findings from NewGen's Rural Fire Fee Analysis and their recommendations. Chief Essary and Mr. Yanke answered Council's questions.

No action was taken on this item.

8. RESOLUTIONS

- a. Resolution No. CC-2024-5: A resolution authorizing and approving the submission of a Fiscal Year 2024 Rebuilding American Infrastructure with Sustainability and Equity (Raise) Grant Application for Multi-Modal Corridor Improvements to enhance safety, connectivity, and economic growth in Stillwater.

City Attorney Kimberly Carnley stated that this resolution seeks approval from the City Council to apply for a Raise Grant for FY24. The City has identified an eligible project for vital roadway improvements. She reported that Raise Grants are awarded on a competitive basis.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2024-5 AS PRESENTED.

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

9. ORDINANCES

a. Second Reading

Ordinance No. 3531: An ordinance rezoning a tract of land located at 6001 & 6099 North Perkins Road from Small Lot Single Family Residential District (RSS) to General Industrial District (IG)

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3531 AS PRESENTED.

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

10. APPOINTMENTS

a. Appointments to the Washington School Advisory Committee

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO APPOINT KAREN WASHINGTON, JAMES BECKSTROM, DR. LAURA ARATA, NORMAN MCNICKLE AND GARY CLARK TO THE WASHINGTON SCHOOL ADVISORY COMMITTEE.

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

11. REPORTS FROM OFFICERS AND BOARDS

a. Miscellaneous items from the City Attorney:

- i. Request for an Executive Session pursuant to 25 O.S. §307(B)(4) involving confidential communication between the City Council and City Attorney concerning pending PFAS litigation and class action settlements with 3M and Dupont, including whether to join the settlements. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

b. Miscellaneous items from the City Manager:

- City Manager Kimberly Meek asked residents to please save the date and join City staff for community meetings to discuss a new Stillwater Animal Welfare facility. There will be two meetings in March, one in-person and one online. The meeting in-person will be Tuesday, March 26, at 5:30 p.m., in the Dining and Event Hall at the Stillwater Community Center. The meeting online will be Thursday, March 28, at 5:30 p.m. She stated that the City wants to hear the citizens' voices and discuss the future of Stillwater's Animal Welfare.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that Election Day is Tuesday, March 5. Polls will be open 7 a.m. to 7 p.m. Voters need to go to their normal polling location to participate. Please note the new polling location for precinct 4, that was previously World Harvest, is now Fire Station 3. Fire Station 3 is located at 416 E Lakeview Road. This will be the temporary polling location until a permanent site can be acquired.
- Councilor Hardin also announced that if anyone is looking for an environmentally-friendly way to save money on their water bill, they may want to purchase a rain barrel through the City of Stillwater. These barrels capture water from the roof and store it for future use. Using rain barrels also helps to reduce stormwater pollution by minimizing the amount of stormwater runoff that leaves a site.
- Councilor Hawkins announced that the Convenience Collection Center now takes credit cards. Keeping the City clean has never been this easy. Residents are encouraged to utilize this service by visiting the center at 807 S. Perkins Road.
- Vice Mayor Dzialowski reminded residents that the annual “Trash-Off” event to help keep Stillwater beautiful, will be Saturday, March 30, from 9 a.m. to 12 p.m. Volunteers will meet at the Couch Park Pavilion at 1270 E. Alcott Drive. Since work gloves, safety vests, and trash bags will be provided, volunteers are asked to RSVP by March 28, by calling (405) 533-8482.
- Mayor Joyce stated that this past Saturday was the Washington School Banquet to honor the State Basketball team from 1956, and explore the future of the Washington School project. The City wants to cultivate relationships and understanding while increasing education, advocacy, and community through this project. He stated that he is excited to be part of honoring the legacy of Washington School and its alumni and he is proud of our official committee members as this great work continues.
- Mayor Joyce also stated that as we enter the last few days of Black History Month, let’s ensure momentum and progress continues in all realms of honoring and celebrating the heritage of our African American community.
- i. Discussion about scheduling items for future meetings.

12. QUESTIONS AND INQUIRIES

None.

13. EXECUTIVE SESSION

- a. Confidential communication between City Council and City Attorney concerning a pending investigation, claim or action involving PFAS Litigation.

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:20 P.M.

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

Stillwater City Council meeting recessed at 6:20 p.m. to convene Stillwater Economic Development Authority meeting.

Stillwater City Council reconvened at 6:56 p.m.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO ENTER INTO EXECUTIVE SESSION AT 6:56 P.M.

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

14. RETURN FROM EXECUTIVE SESSION

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 7:14 P.M.

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

- a. Possible action regarding PFAS litigation, including possible action to approve joining the settlements.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO WITHDRAW THE EXCLUSION TO OPT-OUT OF THE SETTLEMENTS AND THAT THE CITY PARTICIPATES IN THE 3M AND DUPONT SETTLEMENTS.

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

15. ADJOURN

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADJOURN THE FEBRUARY 26, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The February 26, 2024 regular meeting of the Stillwater City Council adjourned at 7:15 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 FEBRUARY 22 AT 8:30 A.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
FEBRUARY 26, 2024
6:56 P.M.

PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR AMY DZIALOWSKI
COUNCILORS CHRISTIE HAWKINS AND TIM HARDIN
ABSENT: COUNCILOR KEVIN CLARK

- a. Confidential communication between the City Council and City Attorney concerning a pending investigation, claim or action involving PFAS litigation.

Discussion was held concerning a pending investigation, claim or action involving PFAS litigation pursuant to 25 O.S. §307 (b)(4).

The Executive Session concluded at 7:14 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 4, 2024



Agenda Item:	4.b. CC-24-17
Previous/Related Action:	CC-2023-01; CC-2023-38
Background/Issue:	-T-Hangar 2 complex, which houses 10 aircraft, has degraded exterior asphalt creating safety issues and is in need of repair. -On 7/10/23 Stillwater Flight Center assumed the lease of recently renamed Hangar 10. SFC has been approved to sub-lease to Quality Aircraft Maintenance in Hangar 10, who requires access to water, sewer, and a restroom facility to operate, none of which are present. A competitive bid process was completed for running water and sewer to Hangar 10. -On 10/16/23 SFC assumed the lease of Hangar 2, contingent upon airport renovation of an office and restroom space. A competitive bid process was completed for this work.
Proposal/Solution:	Approve budget revision utilizing unused funds from Project 22AP01105 – Rehab 4/22 taxiway, with a balance of \$227,778 to fund the following: • \$157,708 to Project 22AP03105, T-Hangar 2 repair • \$34,217 to a new project for Hangar 10 water and sewer. • \$9,726 to a new project for Hangar 10 restroom. • \$26,127 to a new project for Hangar 2 office/restroom remodel.
Financial Source/Impact:	Funding is from the balance of existing project appropriations. No additional appropriations are necessary for these actions.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve the attached budget revision for the amounts outlined in this report for hangar improvements at Stillwater Regional Airport.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

1. BR for Hangar Improvements



City of Stillwater
Budget Revision #2432

Date: 2/26/2024

Budget Year: 2024

Requested: Christy Cluck

Department: Airport

Explanation: Transfer unused project funds from the 4-22 Taxiway Rehab Project to T-Hangar 2 Apron Rehab Project, Hangar 2 Office and Restroom Rehab Project and Hangar 10 Water, Sewer and Restroom Rehab Project.

SetID:

Increase:

Account Name	Account Number	Project Number	Current Budget	Amount of Change	New Budget
T-Hangar 2 Apron Rehab	1057010-54009	22AP03105	\$35,000	\$157,708	\$192,708
Hangar 2 Office/Restroom Rehab	1057010-54009	24AP06105	\$0	\$26,127	\$26,127
Hangar 10 Rehab	1057010-54009	24AP07105	\$0	\$43,943	\$43,943

Decrease:

Account Name	Account Number	Project Number	Current Budget	Amount of Change	New Budget
4-22 Taxiway Rehab	1057010-54009	22AP01105	\$227,778	\$227,778	\$0

Approval:

Submitted: 02/26/24 11:27 am - CHRISTY.CLUCK

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 4, 2024



Agenda Item:	4.c. CC-24-18
Previous/Related Action:	CC-2023-21
Background/Issue:	Stillwater Flight Center (SFC) assumed Hangar 10 (formerly known as the 'Double C' hangar) in July 2023. As a condition of airport approved sublease to Quality Aircraft Maintenance, SFC requested the Airport extend the Hangar 10 lease five (5) additional years. The current Hangar 10 lease is set to expire on 6/30/2032. Quality Aircraft Maintenance (QAM) will be displaced from Hangar 1 estimated in May 2024 for the planned demolition of Hangar 1 due to the Hangar's poor condition. The new airport terminal build will begin on the former Hangar 1 site summer of 2024.
Proposal/Solution:	It is in the best interest of the aviation community and of the airport to retain this QAM at SWO. QAM is currently the only aircraft maintenance provider at Stillwater Regional Airport.
Financial Source/Impact:	No additional appropriations are necessary for these actions.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve amendment to the Ground Lease with Stillwater Flight Center Hangar, LLC to extend the initial term for five years.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Double C Ground Lease (002)
2. Amendment to Double C Hangar Ground Lease

STILLWATER REGIONAL AIRPORT

GROUND LEASE AGREEMENT

This agreement is entered into between the City of Stillwater, Oklahoma, a municipal Corporation, acting through Stillwater Regional Airport Authority, ("SRA"), and Stillwater Storage LLC. PO Box 98, Stillwater, OK ("Lessee").

RECITALS:

1. The City of Stillwater is a municipal corporation established under the laws of the State of Oklahoma.

2. The City of Stillwater owns and operates through the Stillwater Airport Authority, land and certain aviation facilities known as "Stillwater Regional Airport."

3. SRA desires to lease certain lands at Stillwater Regional Airport for aviation purposes as hereinafter defined, and Lessee desires to lease from SRA for a term of years the hereinafter defined premises specifically to hangar and store aircraft.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto and upon the provisions and conditions hereinafter set forth, SRA and Lessee do hereby agree as follows:

ARTICLE I

Definitions

Section 1.1 Definitions. Throughout this Agreement, the following words shall have the following meanings, respectively, unless the context clearly shall indicate some other meaning:

- a. Agreement means this lease Agreement between SRA and Lessee;
- b. Airport means Stillwater Regional Airport;
- c. Airport Improvements means those improvements identified on an approved Airport Layout Plan;
- d. EPA means the United States Environmental Protection Agency and all federal, state or local agency, or governmental entity, succeeding to, or being delegated with its jurisdiction, functions, or responsibilities;
- e. FAA means the Federal Aviation Administration of the United States, or any federal agency succeeding to its jurisdiction or function;
- f. FAR means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA;
- g. Governmental Requirements means all federal, state and local laws, ordinances, rules, regulations, policies and procedures, security plans, standards, and rulings, including, but not limited to, all additions and amendments now in effect, or hereinafter enacted, as may be imposed by the FAA, TSA or any other governmental entity succeeding to the jurisdiction, functions, or responsibilities of either, Stillwater Regional Airport Authority; the City of Stillwater; the State of Oklahoma, or other governmental entities to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon.
- h. Leased Premises means the land area described and illustrated on Exhibit "A".

- i. Leasehold Improvements means all improvements made by the Lessee(s) to the Leased Premises.
- j. Term means the period of time that this Agreement shall be in effect, as set forth in Sections 2.1 and 2.2;
- k. TSA means the Transportation Security Administration of the United States, or any federal agency succeeding to its jurisdiction or function.

ARTICLE II

Term

Section 2.1 Term of Agreement. The Term of this Agreement shall be for twenty-five (25) years, commencing on July 09, 2007, and expiring on June 30, 2032, unless otherwise terminated or canceled as provided herein.

Section 2.2 Survival of Obligations. All obligations under this Agreement which have been incurred by Lessee, or with respect to which Lessee shall be in default, shall survive any termination or cancellation of this Agreement, unless waived or released in writing by SRA.

Section 2.3 Option to Extend. During the period commencing one (1) year prior to the expiration date of this Agreement and ending one hundred twenty (120) days prior to the expiration date of this Agreement ("first option period"), Lessee shall have the option to extend the Term of this Agreement, for one (1) extended period of five (5) years, and during the period commencing one (1) year prior to the expiration date of the first extended period and ending one hundred twenty (120) days prior to the expiration date of the first extended period ("second option period") Lessee again shall have the option to extend the term of this Agreement for one (1) additional extended period of five (5) years, both options to extend being subject to the following terms and conditions:

- a. Lessee shall not be in default of this Agreement;
- b. Lessee shall deliver timely written notice of its exercise of the option to SRA;
- c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term period.

Section 2.4 Surrender of Possession. Except as otherwise expressly provided in this Agreement, at the expiration or sooner termination of the Agreement, or any extension hereof, Lessee agrees to surrender possession of Leased Premises peacefully and promptly to SRA subject to the terms of Article VI, Section 6.3(b).

Section 2.5 Holding Over. If Lessee shall hold over after the termination of this Agreement, SRA, at its sole discretion, may allow Lessee to remain on the Leased Premises on a month-to-month basis as a tenant at will. During such tenancy, Lessee shall pay to SRA rentals, fees and charges at a rate set by SRA at the time the election to hold over is exercised by Lessee. Lessee shall be bound by all of the remaining provisions of this Agreement during any hold over tenancy.

Section 2.6 Lease Expiration. At the end of the Term, Lessee shall immediately and peaceably vacate the leased premises. Any and all improvements constructed by Lessee on

the Leased Premises, including buildings, hangars, or other structures, shall become the property of SRA, unless removed in accordance with Section 6.3 herein. Lessee agrees to execute any and all documents necessary to convey title to any such improvements to SRA at said time.

ARTICLE III Rentals, Fees and Charges

Section 3.1 Initial Rental Rate. From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base ground rental rate of **Fourteen Cents (\$0.14)** per square foot. The Leased Premises contain 16,875 square feet for an initial annual rental of \$2362.50. Lessee shall pay a pro rata amount for any possession of the Leased Premises for less than one (1) year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1st day of July of each year of the Term.

Section 3.2 Subsequent Rental Rate. Effective on each July 1st during the Term of this Agreement, the base ground rental rate shall be increased based upon the percentage increase in the National Consumer Price Index ("CPI") as published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency or entity. The annual base ground rental rate shall be adjusted to the nearest penny (\$0.01).

Section 3.3 Rate Adjustment--Limitation. In any event, the rental rate for any succeeding rental period shall not be less than the rental rate established for the preceding rental period nor shall the increase be greater than ten percent (10%) in any one year.

Section 3.4 License Contingent Upon Payment. The grant of the rights, licenses, facilities, services and privileges to Lessee under this Agreement, in each case, shall be subject to the full and timely payment of the rentals, fees and charges required to be paid by Lessee hereunder.

Section 3.5 Landlord's Lien. SRA shall have the first lien, paramount to all others, on every right and interest of Lessee in this Agreement, on all improvements, equipment and fixtures to the Leased Premises. The lien is granted for the purpose of securing the payment of rentals, fees, charges, taxes, assessments, liens, penalties and damages herein covenanted to be paid by Lessee, and for the purpose of securing the performance, all and singular, of the covenants, conditions and obligations of this Agreement to be performed and observed by Lessee. This lien shall be in addition to all rights of a landlord given under the laws of the State of Oklahoma. Aircraft stored on the Leased Premises are specifically excluded from this lien.

Section 3.6 Place of Payments. All sums payable by Lessee hereunder shall be delivered to:

Stillwater Regional Airport Authority, 2020-1 West Airport Rd., Stillwater, Oklahoma 74075.

Section 3.7 Delinquencies. In addition to any remedy available to it hereunder, SRA may impose as additional rent a delinquency charge on all overdue payments, at the rate of eighteen percent (18%) per annum or the then maximum rate allowed by law, if greater.

Section 3.8 Utility Service. Lessee, at its own expense, shall be responsible for the installation, relocation, modification and maintenance of all utility services on the Leased Premises. Lessee shall pay as the same becomes due, all utilities and other charges incurred in the operations, maintenance, use, occupancy, repair and upkeep of the Leased Premises and the improvements located thereon.

ARTICLE IV Lessor's Grants; Reservations

Section 4.1 Lease. SRA hereby offers and leases to Lessee, and Lessee hereby accepts and leases from SRA, the Leased Premises for the aviation purposes set forth in Section 5.1 hereof for the Term of this Agreement, subject to the provisions set forth herein. Lessee accepts the Leased Premises in the condition existing at the commencement of this Agreement.

Section 4.2 Avigation Easement. SRA also reserves for itself, and the City and its licensees, an avigation easement in, over and across the air space above the Leased Premises and the unrestricted right to subject the Leased Premises to such Airport noise and vibration as may result from the flight of aircraft, warm up of engines, testing of engines or motors and other aviation related activities. SRA reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with 14 C.F.R. Part 77 and other applicable standards or Governmental Requirements, together with the right to prevent Lessee or any other person from erecting or permitting to be erected any antenna, equipment, building or other facility or structure on the Airport (other than any buildings to be constructed in compliance with the plans and specifications approved pursuant to Article VI hereof), which would conflict with such standards and Governmental Requirements.

Section 4.3 Reservation of Mineral Rights. SRA reserves all right, title and interest in and to all minerals in, on or under the Leased Premises. Lessee shall not engage in any mining or drilling activities in, on or under the Leased Premises during the Term of this agreement. "Minerals" as used herein shall mean all mineral substances and deposits whether solid, gaseous, or liquid.

Section 4.4 Quiet Enjoyment. Unless Lessee shall have defaulted in his obligations hereunder, he shall have quiet enjoyment of the Leased Premises. Provided, however, SRA makes no representations or warranties, either express or implied, as to the condition of the Leased Premises or that they will be suitable for Lessee's purposes and needs. SRA reserves the right to further develop, improve, rehabilitate, repair, reconstruct, alter and expand the Airport and all roadways, parking areas, terminal facilities, runways, taxiways and other aircraft operating areas as it may reasonably see fit, free from any and all liability to Lessee for damages of any nature whatsoever to Lessee occasioned during the making of improvements, repairs, alterations, reconstructions and additions to the Airport unless said liability arises from the solely negligent acts of SRA, its agents, and contractors.

Section 4.5 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between SRA and Lessee; (b) to give SRA any interest in the business of Lessee; or (c) to grant to Lessee any powers as an agent or representative of SRA or the City, for any purpose or to bind SRA or the City.

Section 4.6 Termination of Agreement for Airport Purposes. Lessee agrees and understands that, by reason of the broad public interest in the efficient maintenance, operation and development of the Airport, SRA hereby expressly reserves the right to terminate this Agreement upon a determination by SRA that the Leased Premises are needed for permanent Airport construction, or development, or improvements. Such construction, development or improvements shall be for airport and or aviation purposes only.

In the event that permanent Airport construction, development or improvement necessitates termination of this Agreement and the acquisition of Lessee's Leasehold Improvements and interest in the Leased Premises, Lessee shall surrender the Leased Premises to SRA within ninety (90) days from receipt of SRA's written notice of its intent to terminate the Agreement and acquire Lessee's Leasehold Improvements and interest in the Leased Premises. ~~SRA shall use its best efforts to provide Lessee with replacement premises at the Airport at the rates not to exceed those provided in this Agreement and under the same terms and conditions as this Agreement or the then current lease agreement in use by SRA subject to the same periods of duration and renewal options of this Agreement.~~ Relocation benefits shall be paid by SRA to Lessee in the manner required by applicable law.

In consideration of Lessee's surrender of the Leased Premises, Lessee shall receive, as complete compensation for Lessee's interest in the Leased Premises and Lessee's improvements thereto, a sum of money equivalent to the fair value of any improvements of Lessee acquired by SRA. Determination of the fair value of the improvements shall be made by the appraisal methods known as the "market comparison approach". The appraisal method known as the "income approach" shall not be used in the valuation of the improvements, and Lessee hereby acknowledges that it shall not be entitled to damages due to loss of any type of income caused by the termination of this Agreement as described in this Section.

ARTICLE V

Use

Section 5.1 Use of Leased Premises. The use of the Leased Premises shall be to store, maintain, build, rebuild, restore and service aircraft. Aircraft maintenance and overhaul may be performed either by Lessee or by an FAA licensed A&P mechanic. The Leased Premises shall not be used for any commercial use or purpose. Lessee also shall be entitled to construct improvements for the stated aviation purposes, subject to the conditions hereinafter set forth. Lessee shall have the non-exclusive license to use, in common with others, the access roads or designated taxiways or taxi lanes as aircraft operations will safely permit for purposes of ingress and egress to the Leased Premises and the public facilities of the Airport. SRA reserves the right to close any means of ingress and egress, so long as other reasonable means of ingress and egress to the Leased Premises are available to Lessee.

Section 5.2 General Use of the Airport. Subject to terms, conditions and covenants hereof, and provided that Lease is not in default of this Agreement, Lessee shall be entitled to use, on a non-exclusive basis, public areas of the Airport including runways, taxiways, taxi

lanes, aprons, lighting, navigation aids, and other facilities necessary for the operation of the aircraft.

Section 5.3 Fueling Operations. Lessee shall not engage in or permit fueling operations on the leased premises, except as allowed under applicable Governmental Requirements.

Section 5.4 Safety and Security Plan. Lessee, at its sole cost and expense, shall comply with any airport safety and security plan established by SRA. Lessee shall require all invitees entering the Leased Premises to comply with any such plan and all applicable Governmental Requirements pertaining to security and safety.

ARTICLE VI Improvements to the Premises

Section 6.1 Title to Existing Improvements. Title to all improvements (except improvements owed by SRA or City) currently located on the Leased Premises and Leasehold Improvements constructed by the Lessee during the Term of this Agreement as hereinafter set forth, shall be and remain in Lessee during the Term of this Agreement and any extended period. Title to any such improvements shall vest with SRA upon expiration of this Agreement as set forth in Section 2.5 herein. Lessee shall not sell, convey, mortgage, gift, or devise the Leasehold Improvements without SRA consent.

Section 6.2 Removal or Alteration of Airport Structures on Leased Premises. Lessee may not remove or otherwise alter any improvement to the Leased Premises owned by SRA or the City without prior written consent of SRA. Lessee may request permission in writing to remove or alter such improvements.

Section 6.3. Removal or Alteration of Improvements on Leased Premises. a. Any and all improvements constructed by Lessee on the Leased Premises, including buildings, hangars, or other structures, shall become the property of SRA upon termination of the Agreement. Lessee shall not remove or alter any Leasehold Improvement without SRA consent. Removal of any building, hangar, or other structure constructed on the Leased Premises by Lessee during the term of this Agreement shall require the additional consent of the Stillwater City Commission. The entire cost of any removal, storage, maintenance, transportation and/or disposal of any Leasehold Improvement shall be borne by Lessee. Upon termination or expiration of this Agreement, SRA may require Lessee to remove Lessee's Improvements. In such event, Lessee shall restore the Leased Premises to an unimproved condition at Lessee's sole cost and expense. If Lessee fails to do so, SRA may, at its option, cause the improvements to be removed and the Leased Premises restored at the sole cost and expense of the Lessee.

Section 6.4 Construction of New Improvements. Lessee shall have the right to construct improvements on the Leased Premises consisting of hangars, ramps, and other such improvements. Lessee shall not construct any improvements to the Leased Premises without submittal to, and approval of, all plans and specifications by SRA as hereinafter set forth. All plans and specifications for new improvements on the Leased Premises shall be prepared by

Lessee in compliance with all Governmental Requirements. Lessee shall furnish to SRA copies of permits and licenses needed for construction. A construction application, in a form prepared by Authority, together with plans and specifications, shall be submitted by Lessee to SRA for approval. Thereafter, SRA shall have thirty (30) days after receipt within which to approve the plans and specifications, or to notify Lessee of any objections thereto. Each objection and the ground therefor, shall be stated separately. Lessee shall have a reasonable time thereafter within which to make any revisions to remove SRA's objections. Upon SRA's receipt of the final plans and specifications, SRA shall have thirty (30) days within which to approve or reject Lessee's revised proposal. After SRA's approval of the final plans and specifications, Lessee may proceed with construction. Construction shall be substantially in accordance with the approved plans and specifications. Upon completion of construction, Lessee shall furnish to SRA one (1) complete set of reproducible "as built" plans and specifications in digital format.

Section 6.5 Adverse Effect of New Improvements. New improvements on the Leased Premises shall not be constructed in a manner which may adversely affect existing improvements, other Airport tenants, Airport property, or other property contiguous to the Airport.

Section 6.6 Inspection. SRA and/or the City, and their authorized representatives, shall have the right to inspect the Leased Premises during all reasonable hours, or in case of emergency, at any time.

Section 6.7 Weight Limitations. Lessee hereby specifically acknowledges that the roadways, taxi lanes, taxiways, ramps and aprons located on the Airport wherein the Leased Premises are located are stressed for designated maximum gross weights. Lessee shall be responsible for all damage or destruction caused by utilization of said Airport roadways, taxi lanes, taxiways, ramps and aprons by aircraft or vehicles operated by Lessee or invitees in excess of the maximum gross weights.

Section 6.8 Minimum Hangar Standards.

a. **Lawn Maintenance.** Lessee is responsible for mowing lawn and trimming weeds and grass from the hangar structure to the taxiways during the construction process as well as during the day-to-day operations. Grass should be kept to a height not greater than six inches. Any trees or shrubbery planted must not limit the visibility for vehicular or aircraft movement.

b. **Outside Storage.** Lessee shall not store any items on the exterior of the hangar structure, except as may be specifically permitted by this agreement or with the prior written permission of the Stillwater Regional Airport Director. Aircraft in an unairworthy condition or disabled, disassembled, or partially assembled aircraft, parts, or other aircraft components thereof, shall not be parked, stored or left standing for a period of excess of thirty (30) days on the exterior areas or portions of the Leased Premises. Approval of the Airport Director is required if the thirty (30) day period allowed will be exceeded.

c. **Exterior Improvement Appearance.** Lessee shall maintain the exterior appearance of the Leasehold Improvements on the Leased Premises in a proper state of repair and shall specifically prevent, repair and paint any visible peeling, chipped, faded or rusted areas. Lessee shall re-skin the exterior surfaces of a hangar, if the skin is penetrated, using at a minimum 26-gauge metal siding with a twenty (20) year paint guarantee. If the exterior has not been penetrated and rust can be overlaid, damaged areas shall be repaired with corrosive

inhibitor coating and painted to match the hangar exterior. Lessee shall be deemed in conformity with this maintenance standard if Lessee has consulted, and complied, with reasonable directives from SRA. Compliance with this maintenance standard is a prerequisite for SRA approval of (i) Lessee's option to extend, and/or (ii) a new sublease agreement for the Leased Premises.

ARTICLE VII Maintenance and Care of Leased Premises

Section 7.1. Lessee's Obligations. Lessee shall perform all maintenance, including but not limited to, all repairs relative to hearing, electrical, plumbing and air conditioning systems; roofs; walls; structure; structural improvements; paving; and any ramp on the Leased Premises. Lessee, at all times, shall keep in a clean and orderly condition and appearance all the Leased Premises and all of Lessee's fixtures, equipment and personal property which are located thereon. Lessee shall not commit or suffer to be committed any nuisance on the Leased Premises. Lessee shall conduct Lessee's operations in an orderly and property manner so as not to annoy, disturb, or be offensive to others at the Airport. Lessee shall take all reasonable measures to keep the sound level of Lessee's operations as low as reasonably possible. Lessee shall not permit the accumulation of any rubbish, trash or other waste material. Except in tanks and in the manner approved by appropriate governmental authorities, Lessee shall not store any gasoline or other material likely to give off fumes or gases or any material likely to constitute a fire, safety or security hazard on the Leased Premises. Lessee shall not cause or permit any hazardous or flammable substance to be used, stored, generated or disposed of on the Airport or Leased Premises, except as otherwise provided herein.

ARTICLE VIII Indemnity and Insurance

Section 8.1 Indemnity-General. Lessee shall indemnify, protect, defend and hold completely harmless, SRA, the City, and its officers, agents and employees from and against all liability, losses, suits, claims, judgments, fines or demands arising from injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement, Lessee's use or occupancy of the Leased Premises, the Airport, or the rights, licenses, or privileges granted Lessee herein, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regarding of where the injury, death or damage may occur, unless such injury, death or damages is caused by the sole negligence of SRA. SRA shall give notice to Lessee of any such liability, loss, suit, claim or demand, and Lessee shall defend the same using counsel reasonably acceptable to SRA. The provisions of this section shall survive the expiration or early termination of this Agreement.

Section 8.2 Insurance.

a. Lessee shall maintain in force during the Term, and any extended Term, public liability and insurance in comprehensive form including but not limited to airport premises liability and aircraft liability with such coverage and limits as reasonably may be required and approved by SRA from time to time, but in no event for less than in minimum amounts equal to the liability

limits applicable to municipalities under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, which are presently \$125,000.00 per person for personal injury; \$25,000.00 per person for property damage; and \$1,000,000.00 total liability per occurrence. SRA, the City of Stillwater, and their officers, employees, and/or agents shall be named as additional insured on said policy up to, but not exceeding, the statutory liability limits. This requirement should not be construed as limiting the ability of Lessee to obtain additional liability insurance in excess of the statutory liability amounts, provided that SRA, the City of Stillwater, and their officers, employees, and/or agents are not named as additional insured to the extent any liability coverage in excess of the statutory liability limits is procured by Lessee.

b. Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance by providing a certificate of Lessee's insurance coverage. The certificate(s) of insurance shall provide that (1) the insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to SRA; (2) the policy shall be considered primary as regard any other insurance coverage SRA or the City may possess, including any self-insured retention or deductible SRA or the City may have, and any other insurance coverage SRA or the City may possess shall be considered excess insurance only; and (3) deductibles shall not exceed five thousand dollars (\$5,000.00).

c. If the insurance coverage required herein is canceled, changed in coverage or reduced in limits, Lessee shall, within thirty (30) days, but in no event later than the effective date of cancellation, change or reduction, provide to SRA a certificate showing that insurance coverage has been reinstated or provided through another insurance company. Upon failure to provide such certificate, and Lessee's failure to respond to a written notice from SRA, SRA may, in addition to all its other remedies exercise SRA's rights as provided in the default provisions of this Agreement.

ARTICLE IX Governmental Requirements

Section 9.1 Governmental Requirements – General. Lessee shall comply with all Governmental Requirements applicable to Lessee's use of the Airport and operation/utilization of the Leased Premises and improvements thereon. Lessee shall also require its guests, invitees, and those doing business with it to comply with all applicable Governmental Requirements.

Section 9.2. No Liability for Exercise of Powers. Neither SRA nor the City shall be liable to Lessee for any diminution of deprivation of Lessee's rights which may result from the proper exercise of any power to preserve SRA or the City in this Agreement. Lessee shall not be entitled to terminate this Agreement by reason thereof, unless the exercise of such power shall substantially interfere with Lessee's rights hereunder so as to constitute a termination of this Agreement by operation of law.

Section 9.3 Non-discrimination. Lessee, Lessee's successors in interest and assigns, as a part of the consideration hereof, do covenant and agree hereby, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on property described in this Agreement for a purpose for which a Department of

Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, Lessee shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21, (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), Part 26 (Participation by Minority Business Enterprises and DOT Programs) and Part 27 (Nondiscrimination on Basis of Handicap and Programs and Activities Receiving or Benefiting from Federal Assistance) and the regulations promulgated thereunder or may hereafter be amended.

Section 9.4 Taxes and Other Governmental Charges. Lessee shall pay, as the same become due, all taxes and governmental charges of any kind whatsoever that any time lawfully may be assessed or levied against or with respect to Lessee's Leasehold Improvements, including any ad valorem or personal property tax that may be assessed against any leasehold interest or estate created by this Agreement. In good faith and with due diligence, as permitted by law, Lessee may contest any such taxes or governmental charges.

Section 9.5 Domestication. If Lessee is a foreign corporation, Lessee shall domesticate corporate status within the State of Oklahoma. Lessee shall obtain a certificate of good standing from the Secretary of the State of Oklahoma and provide to SRA such evidence of good standing as SRA from time to time reasonably may require.

ARTICLE X Default

Section 10.1 Events of Default Defined/Cure. The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following:

- a. Lessee shall fail to pay when due and owing any rentals, fees, or charges payable hereunder and such nonpayment shall continue for thirty (30) days after written notice thereof by SRA;
- b. Lessee shall (1) mortgage, pledge or encumber, any portion of its interest in this Agreement; (2) subject the Leased Premises to any lien of whatsoever nature, or (3) transfer, sublease or assign, either voluntarily or by operation of law, any portion of its interest in the Leased Premises, the Leasehold Improvements, or in this Agreement, except in accordance with the provisions hereof;
- c. Lessee shall terminate Lessee's corporate structure, except as permitted herein;
- d. Lessee shall substantially breach any term, provision, condition, obligation or covenant under this Agreement;
- e. Lessee shall abandon, desert, or vacate the Leased Premises voluntarily for a continuous period of ninety (90) days or more after a written notice served on Lessee. Abandonment shall be presumed by evidence of non-payment of rentals for a continuous period of ninety (90) days after due, plus non-occupancy of the Leased Premises.

- f. Lessee shall fail to comply with insurance requirements imposed in Section 8.2 hereof.

If Lessee commits an event of default as set forth in Subsections 10.1(a) through (f) hereof, and such failure shall continue unremedied for thirty (30) days after SRA shall have given to the Lessee written notice specifying such default, then SRA may proceed in accordance with Section 10.2 of this Agreement; provided, SRA may grant Lessee (in writing) such additional time as reasonably is required to correct any such default if Lessee has instituted corrective action as is diligently pursuing the same.

Section 10.2 Remedies upon Lessee's Default and Failure to Cure. Whenever an event of default of Lessee shall occur, and upon Lessee's failure to cure after notice of default is given as provided in Section 10.1 above, SRA may pursue any available right or remedy at law or equity, including:

a. Termination. SRA may deliver to Lessee written notice of termination, specifying the date (which must be at least thirty (30) days after the date of mailing of the notice) upon which the Agreement will terminate. In the event of termination, Lessee's right to possession of the Leased Premises immediately shall cease. SRA may then reenter and take possession of the Leased Premises and Lessee forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, Lessee shall be liable for payment of:

1. All sums accrued through the date of termination;
2. The balance of all rentals required to be paid to Lessee;
3. The reasonable costs incurred by SRA in terminating this Agreement, recovering possession of, and re-letting the Leased Premises, or any portion thereof; and
4. The reasonable cost incurred by SRA to restore the Leased Premises or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by SRA from re-letting the Leased Premises after the termination of this Agreement shall be credited against the Outstanding Rental Balance. The acceptance by SRA of any rentals from Lessee after the termination of this Agreement shall not reinstate this Agreement.

b. Possession of Leased Property; Storage. If SRA takes possession of the Leased Premises upon Lessee's default, SRA may expel Lessee and those claiming through or under Lessee and remove their property. SRA may remove all of Lessee's property in or upon the Leased Premises and place such property in storage for the account, and at the sole expense, of Lessee.

c. Cumulative Remedies. Each remedy available to SRA under this Section shall be cumulative and shall be in addition to every other remedy of SRA under this Agreement or existing at law or in equity.

Section 10.3 Nonwaiver. Neither the waiver by SRA of any breach by Lessee of any provision hereof, nor any forbearance by SRA to seek a remedy for any such breach, shall operate as a waiver of any other breach by Lessee.

Section 10.4 Event of Default by SRA, Lessee's Remedies. SRA shall not be in default in the performance of any of its obligation hereunder until SRA shall have failed to perform such obligations for thirty (30) days or such additional time as is reasonably required to correct any such nonperformance, after notice by Lessee to SRA specifying wherein SRA has failed to perform any such obligations. Neither the occurrence nor existence of any default by SRA shall relieve Lessee of Lessee's obligation hereunder to pay rentals, fees and charges. However, Lessee may institute such action against SRA as Lessee may deem necessary to compel performance or recover Lessee's damages for nonperformance.

Section 10.5 Condemnation. If, at any time during the Term and any extended term, the Leased Premises or the Leasehold Improvements located thereon or any portion thereof shall be taken by exercise of the power of eminent domain by a governmental entity other than SRA or the City, the proceeds and awards in the condemnation proceedings shall be divided, and rentals required hereunder shall be adjusted in such manner as shall be just and equitable. If SRA and Lessee are unable to agree upon a just and equitable division of proceeds and adjustment of rentals within thirty (30) days after rendition of any condemnation award, the matters then in dispute shall be submitted for determination by a court of competent jurisdiction. If the Leased Premises are taken wholly by condemnation, this Agreement shall terminate. Provided, valuation of Lessee's interest in the Leased Premises and any Leasehold Improvements thereon shall be determined in the manner set forth in Section 4.6 entitled Termination of Agreement for Airport Purposes.

ARTICLE XI Transfer of Interest

Section 11.1 Assignments by SRA and the City. SRA and the City may transfer or assign this Agreement to any successor in interest to whom the Airport may be sold or assigned without consent of Lessee; however, the successor in interest shall execute and deliver to SRA, with a copy to Lessee, an instrument assuming the obligations of SRA and the City under this Agreement.

Section 11.2 Assigning, Subletting and Encumbering. Lessee shall not assign, sublet or encumber the Leased Premises, or any Leasehold Improvements thereon, without SRA's prior written consent. If Lessee shall be other than an individual, for purposes of this section, the transfer of the majority of the shares of the Lessee (including any combination of shares that are equivalent to a majority interest) or any other evidence of majority ownership interest or control in the Lessee's enterprise, shall be deemed an "assignment."

ARTICLE XII Miscellaneous

Section 12.1 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise:

- a. The singular includes the plural and vice versa;

- b. The words "and" and "or" shall be both conjunctive and disjunctive;
- c. The words "all" and "any" mean "any and all";
- d. The word "including" means "including without limitation";
- e. Reference to any exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated by reference; and
- f. Reference to articles or sections respectively shall mean articles or sections of this Agreement.

Section 12.2 Existence of Lessee Entity. All references in this Agreement to "corporations" and "corporate" shall include limited liability companies and limited partnerships, as appropriate. If Lessee is a corporation, Lessee shall maintain its corporate existence and shall not dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it. However, Lessee may, without violating the prohibition contained in this section, consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another corporation all of substantially all of its assets as an entity and thereafter dissolve. If the surviving or transferee corporation (a) assumes in writing all of the obligations of Lessee herein; (b) has net assets and capital (both paid in and surplus) at least equal to the net assets and capital of Lessee immediately prior to such consolidation, merger, sale or transfer; and (c) is qualified to do business in Oklahoma.

Section 12.3 Notice. All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other shall be deemed to have been given sufficiently on the fifth day following the day on which the same are mailed by registered or certified or priority mail, postage prepaid as follows, if to SRA or the City: Stillwater Regional Airport Authority, 2020-1 West Airport Rd., Stillwater, OK 75075

and, if to Lessee: Stillwater Storage LLC.

SRA, the City, and Lessee, by written notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communication shall be sent.

Section 12.4 Severability. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless such holding shall materially and adversely affect the rights of either party as set forth herein.

Section 12.5 Entire Agreement; Modification. This Agreement expresses the entire understanding of SRA and Lessee concerning the Leased Premises and all agreements of SRA and Lessee with each other concerning the subject matter hereof. Neither SRA nor Lessee has made or shall be bound by any agreement or any representation to the other concerning the Leased Premises or the subject matter hereof which is not set forth expressly in this Agreement. This Agreement may be modified only by a written agreement of subsequent date hereto signed by SRA and Lessee.

Section 12.6 Execution of Counterparts. This Agreement simultaneously may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.7 Effect of Saturdays, Sundays and Legal Holidays. Whenever this Agreement requires any action to be taken on a Saturday, Sunday or a legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Agreement, the time within which any action is required to be taken, or within which any right will lapse or expire, shall terminate on Saturday, Sunday or a legal holiday, such time shall continue to run until 11:59 p.m. on the next succeeding business day.

Section 12.8 Descriptive Headings; Table of Contents. The descriptive headings of the Sections of this Agreement and any Table of Contents annexed hereto are inserted or annexed for convenience of reference only and do not constitute a part of this Agreement, and shall not affect the meaning, construction, interpretation or effect of this Agreement.

Section 12.9 Choice of Law; Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Whenever in this Agreement it is provided that either party shall make any payment or perform, or refrain from performing, any act or obligation, each such provision, even though not so expressed, shall be construed as an express covenant to make such payment or to perform, as the case may be, such act or obligation.

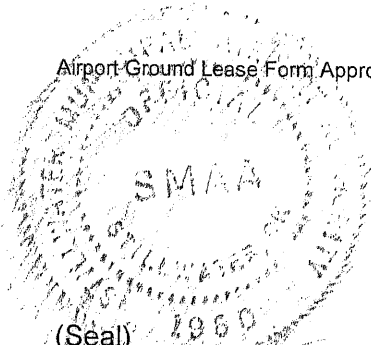
Section 12.10 Force Majeure. Neither SRA nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of embargoes, shortage of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellions, sabotage, or any other circumstances for which it is not responsible or which are not within its control, and the time for performance automatically shall be extended by the period the party is prevented from performing its obligations hereunder; however, these provisions shall not apply to the failure of Lessee to pay the rentals and other charges required hereunder.

Section 12.11 Recovery of Attorney's Fees and Costs. If either party shall bring any legal or equitable action against the other, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and costs incurred in such action and any appeal therefrom. For purposes of this section, "costs" shall include expert witness fees, court reporter fees, and court costs.

Section 12.12 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, SRA and its successors and assigns, and upon Lessee and Lessee's respective heirs, devisees, personal representatives, successors, and assigns, if such assignment shall have been made in conformity with the provisions of this Agreement.

IN WITNESS WHEREOF, SRA and Lessee have entered into this Agreement at Stillwater, Oklahoma, on the 19th day of July, 2007.

STILLWATER REGIONAL AIRPORT AUTHORITY



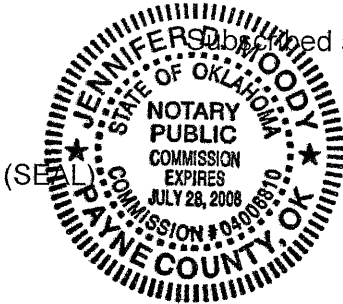
Sidney C. Shaw
Chairman

(Seal)
ATTEST:

Jerry Franklin
SECRETARY

Chad Hoecker
Lessee

Subscribed and sworn to me before this 9 day of July, 2007.



Jennifer D. Moody
Notary Public

My Commission Expires: July 28, 2008

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into the above lease agreement dated July 9, 2007 between Stillwater Regional Airport, lessor, and Chad Hoecker, owner, Stillwater Storage LLC., lessee.

CITY OF STILLWATER

Burt Mull
MAYOR

(Seal)

ATTEST:

Macey Alexander

City Clerk



ADDENDUM

STILLWATER REGIONAL AIRPORT GROUND LEASE AGREEMENT

Lease No: SRA 2007-01

Lessee: Stillwater Storage L.L.C.

Section 2.3 of the Agreement is hereby amended and modified to read as follows:

Section 2.3 Option to Extend. During the period commencing one (1) year prior to the expiration date of this Agreement and ending one hundred twenty (120) days prior to the expiration date of this Agreement ("first option period"), Lessee shall have the option to extend the Term of this Agreement, for one (1) extended period of five (5) years, and during the period commencing one (1) year prior to the expiration date of the first extended period and ending one hundred twenty (120) days prior to the expiration date of the first extended period ("second option period") Lessee again shall have the option to extend the term of this Agreement for one (1) additional extended period of five (5) years, both options to extend being subject to the following terms and conditions:

- a. Lessee shall not be in default of this Agreement;
- b. Lessee shall deliver timely written notice of its exercise of the option to SRA;
- c. All terms and conditions including rental rates, fees and charges then applicable to this Agreement shall remain in full force during the extended term period.

SRA additionally grants to Lessee a right of first refusal to enter into a new lease of the Leased Premises (building and real property) upon the expiration of the second option period, provided Lessee notifies SRA no later than one hundred twenty (120) days prior to the expiration of said second option period of its intent to exercise said option. Should Lessee exercise this right of first refusal, the rental rate shall be the same as that established by SRA for similar properties at the time the new lease is executed. SRA and Lessee agree that the grant of this right of first refusal is contingent upon SRA's determination to let the Leased Premises (building and real property) at the termination of this Agreement. Should SRA decide to utilize the Leased Premises for its own purposes as said time, then this right of refusal shall be null and void.

Section 3.1 of the Agreement is hereby amended and modified to read as follows:

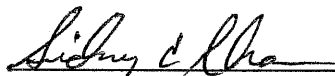
Section 3.1 Initial Rental Rate. From the commencement date of this Agreement, Lessee shall pay, in advance to SRA, the annual base ground rental rate of **Fourteen Cents (\$0.14)** per square foot. The Leased Premises contain 16,875 square feet for an initial annual rental of \$2362.50. Lessee shall pay a pro rata amount for any possession of the Leased Premises for less than one (1) year. The first rental payment shall be made by Lessee on or before the commencement date hereof and all subsequent annual rentals shall be paid in advance on or before the 1st day of July of each year of the Term.

Section 3.1 of the Agreement is hereby amended and modified to read as follows:

Section 3.8 Utility Service. Lessee, at its own expense, shall be responsible for the installation, relocation, modification and maintenance of all utility services on the Leased Premises. Lessee shall pay as the same becomes due, all utilities and other charges incurred in the operations, maintenance, use, occupancy, repair and upkeep of the Leased Premises and the improvements located thereon. SRA will grant to Lessee through a separate instrument a temporary utility easement over, under, through and across certain Airport property for the express purpose of connecting electric, water, wastewater, and telecommunication utilities the Leasehold Improvements. The term of such easement shall run concurrently with this Agreement.

IN WITNESS WHEREOF, SRA and Lessee have executed this Addendum at Stillwater, Oklahoma, on the 19th day of July, 2007.

STILLWATER REGIONAL AIRPORT AUTHORITY


Chairman

(Seal)

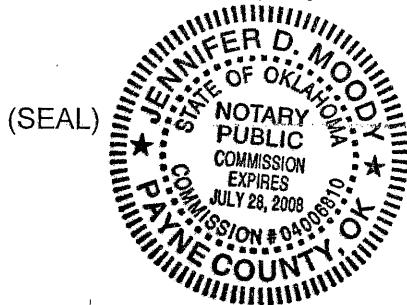
ATTEST:


SECRETARY

STILLWATER STORAGE L.L.C.

Chad Hoocker
Lessee

This instrument was acknowledged before me this 9 day of July, 2007, by Chad Hoocker, Manager of Stillwater Storage L.L.C., an Oklahoma limited liability Company.



Jennifer D. Moody
Notary Public

My Commission Expires: July 28, 2008

CITY COUNCIL ENDORSEMENT

The Stillwater City Council hereby authorizes the Stillwater Regional Airport Authority to enter into lease agreement SRA 2007-1, dated July 9, 2007, and 2007, between Stillwater Regional Airport and Stillwater Storage L.L.C., Lessee.

CITY OF STILLWATER

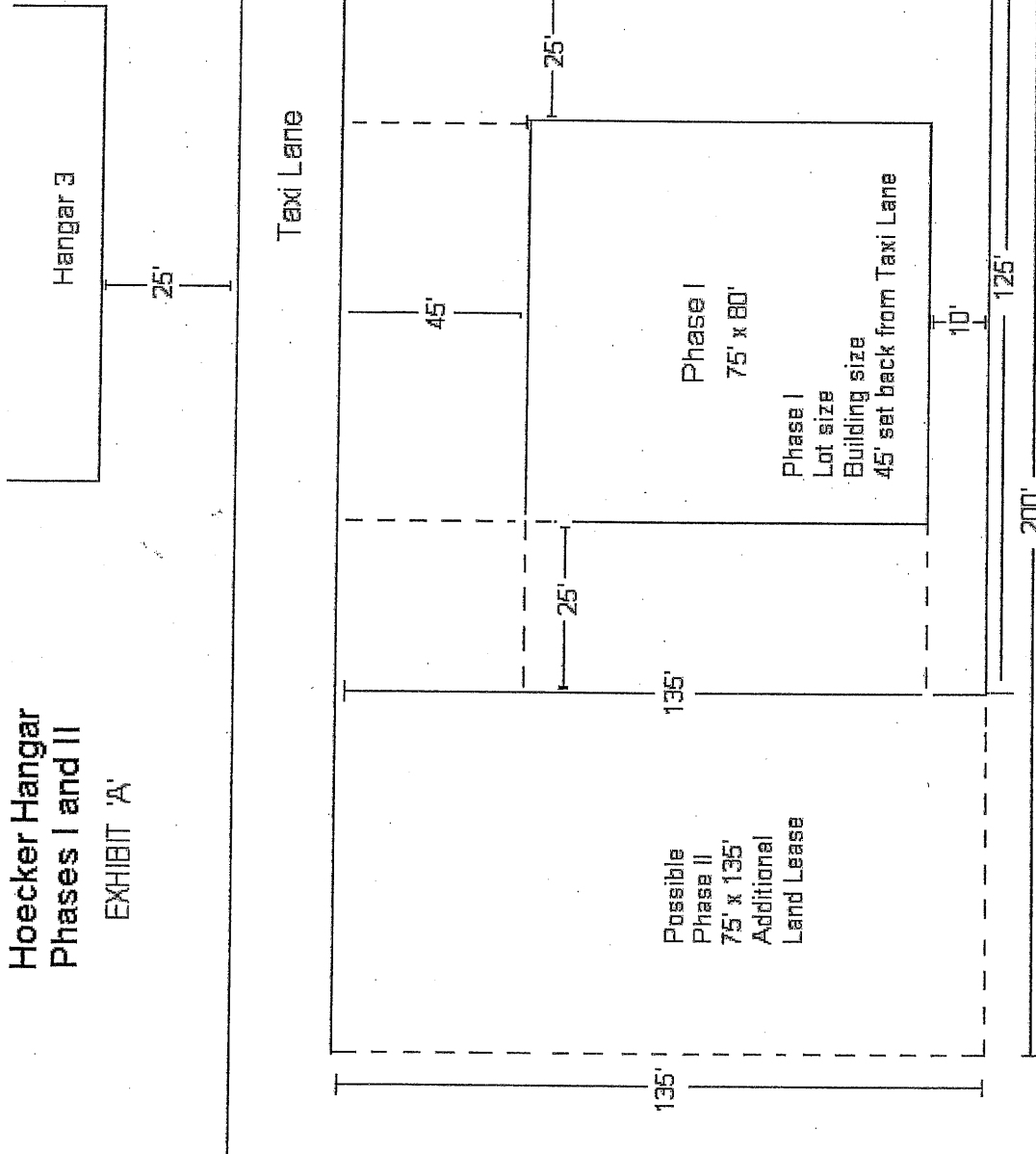
Burt Mull
MAYOR

(Seal)
ATTEST

Marcy Alexander
City Clerk

Hoecker Hangar Phases I and II

EXHIBIT 'A'



A tract of land in the NW/4 of Section 3, T-19-N, R-2-E, I. M., Payne County, State of Oklahoma, said tract being more particularly described as follows: Starting at the SE/corner of said NW/4; Thence West, along the South line of said NW/4, a distance of 637.7 feet; Thence North 45 Degrees 13 Minutes 20 Seconds West, a distance of 526.2 feet; Thence North 04 Degrees 52 Minutes West, a distance of 716.2 feet; Thence North 64 Degrees 40 Minutes 20 Seconds West, a distance of 152.55 feet to the POINT OF BEGINNING; Thence North 45 Degrees 08 Minutes 40 Seconds West, a distance of 125.0 feet; Thence South 44 Degrees 51 Minutes 20 Seconds West, a distance of 135.0 feet; Thence South 45 Degrees 08 Minutes 40 Seconds East, a distance of 125.0 feet; Thence North 44 Degrees 51 Minutes 20 Seconds East, a distance of 135.0 feet to the point of beginning. This tract contains 16,875 square feet more or less.

AMENDMENT TO THE GROUND LEASE AGREEMENT

THIS AMENDMENT is entered into on the 4th day of March 2024, between the City of Stillwater, a municipal corporation, as owner and operator of Stillwater Regional Airport, and Stillwater Flight Center Hangar, LLC ("Lessee").

RECITALS:

WHEREAS, the City Council approved a Ground Lease Agreement by and between the City of Stillwater and Stillwater Storage, LLC on or about June 18, 2007; and

WHEREAS, City Council approved assignment of the Ground Lease Agreement to Greg Simmons, Double C Hangar, LLC on July 16, 2015; and

WHEREAS, City Council approved assignment of the Ground Lease Agreement to Stillwater Flight Center Hangar, LLC on July 10, 2023 (Resolution No. CC-2023-21); and

WHEREAS, the original Term of Agreement of the Ground Lease Agreement is twenty-five years commencing on July 9, 2007, and expiring on June 30, 2032; and

WHEREAS, the parties have agreed to extend the initial term of the Ground Lease Agreement for five (5) additional years.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER AND STILLWATER FLIGHT CENTER HANGAR, LLC AGREE:

1. Term of Agreement. Section 2.1 of the Ground Lease agreement is hereby amended to extend the initial term for an additional five (5) years. The new term of the agreement shall be July 9, 2007, and expiring on June 30, 2037, unless otherwise terminated or cancelled as provided in the Ground Lease Agreement.

2. Effect of Contract Provisions. All provisions contained within the Agreement dated July 9, 2007, and any amendments shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

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

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

Kimberly Meek, City Manager

APPROVED AS TO FORM AND LEGALITY:

Kimberly Carnley, City Attorney

Lessee

Stillwater Flight Center Hangar, LLC

STATE OF OKLAHOMA)
)
COUNTY OF PAYNE)

Before me a notary public in and for said County and State, on this ____ day of _____, 2024, personally appeared _____, _____, Stillwater Flight Center Hangar, LLC, 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 and the free and voluntary act and deed of the University for the uses and purposes therein set forth.
Given under my hand and seal the day and year last above written.

NOTARY PUBLIC

(SEAL)

MY COMMISSION NO: _____

MY COMMISSION EXPIRES: _____

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 4, 2024



Agenda Item:	7.a. CC-24-19
Previous/Related Action:	Staff reevaluated all City-owned properties and applied criteria to determine viable, possible sites for the Stillwater Animal Welfare facility.
Background/Issue:	
Proposal/Solution:	Staff to host community meetings, in-person and online in March, and also reevaluate financial structure with current factors. Then staff will return to Council in April with a recommendation for consideration.
Financial Source/Impact:	Potential GO Bond in August 2024.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY #4 CONNECTED SPACES #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	No action at this time.
Prepared By:	Dawn Dodson, Communications Director Candy Staring, Engineering Dir.
Reviewed By:	Brady Moore Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

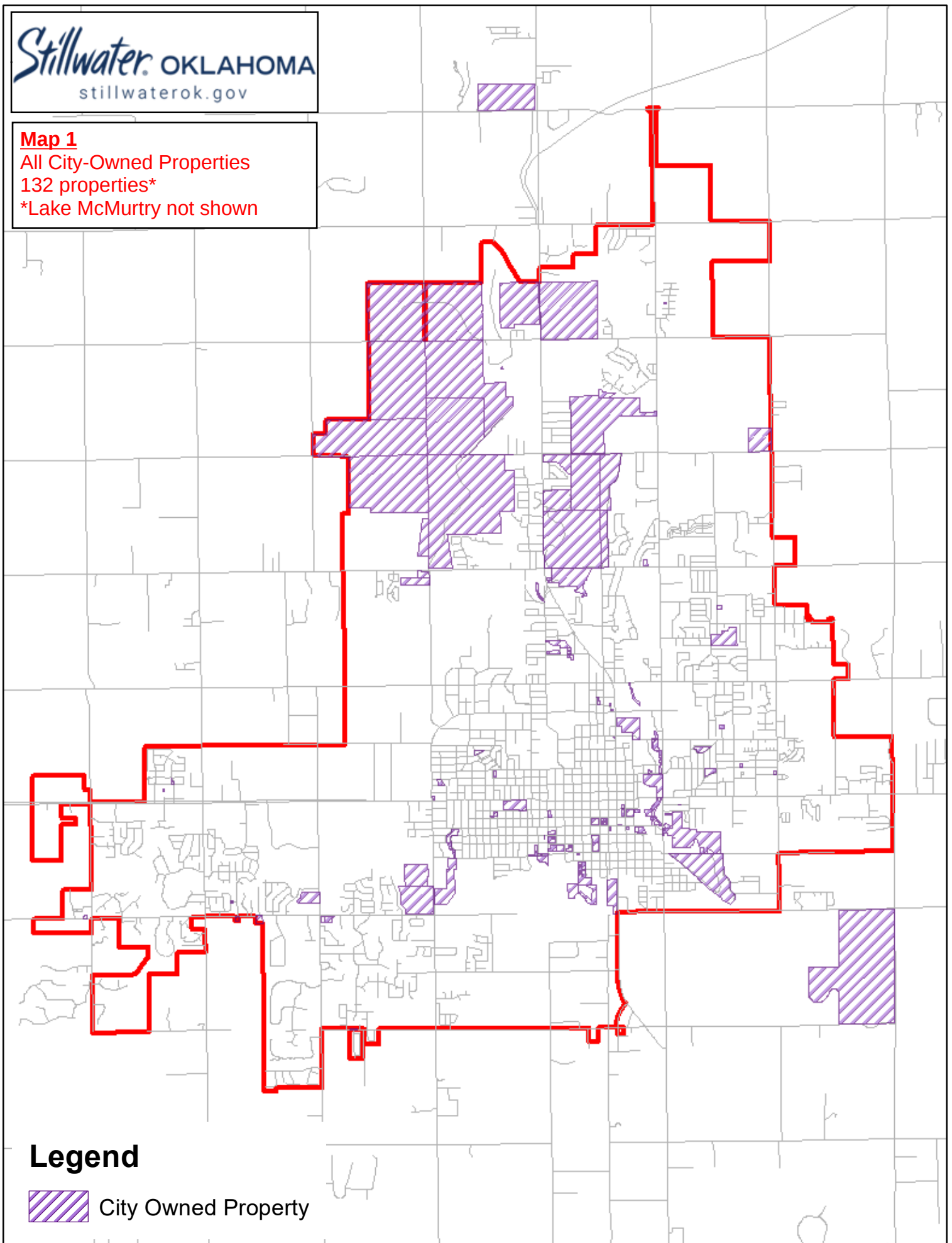
1. Gen Orders b. Maps 2024 02 22
2. Gen Orders b. Overall 2024 02 22

Map 1

All City-Owned Properties

132 properties*

*Lake McMurtry not shown



Legend

 City Owned Property

Map 2

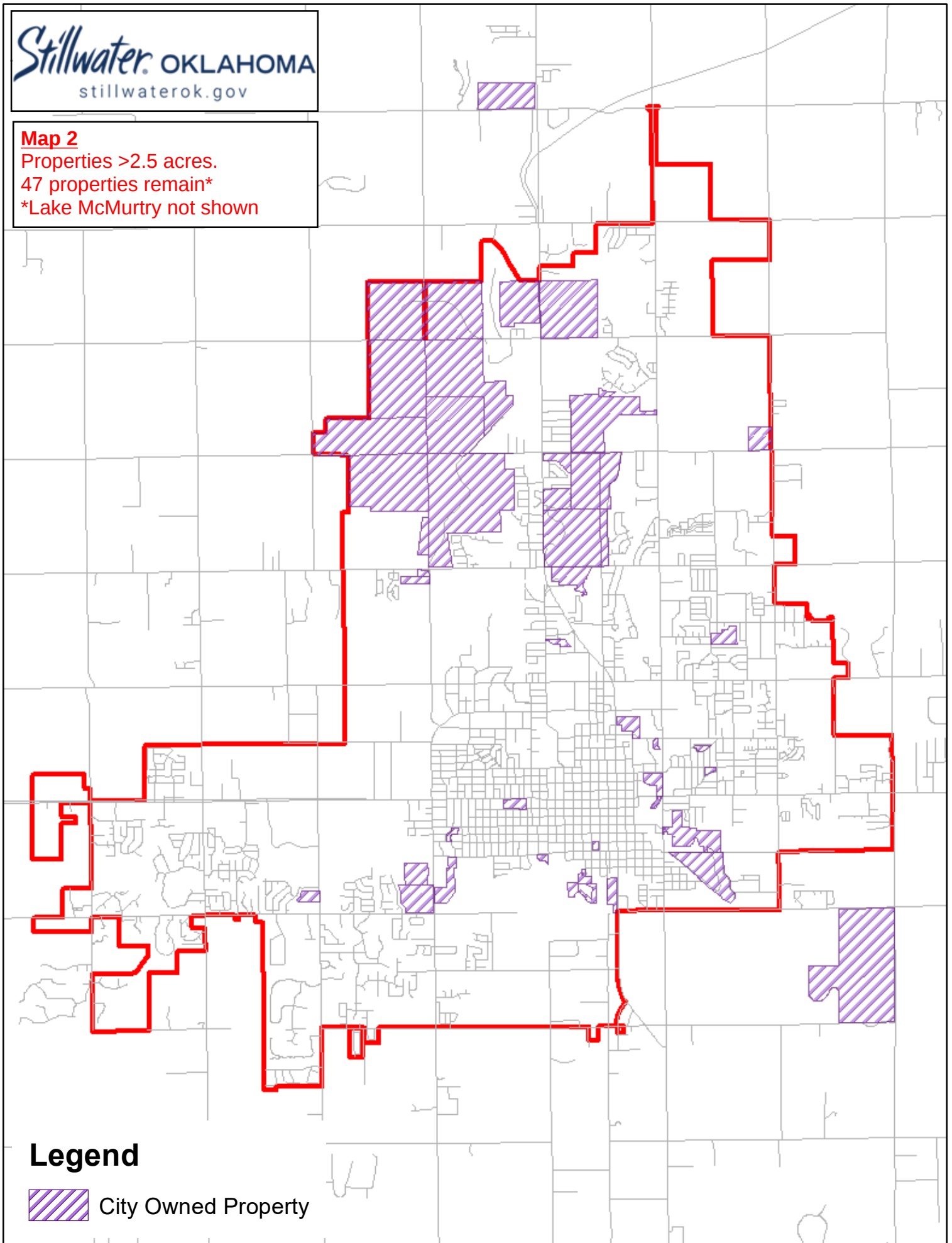
Properties >2.5 acres.

47 properties remain*

*Lake McMurry not shown

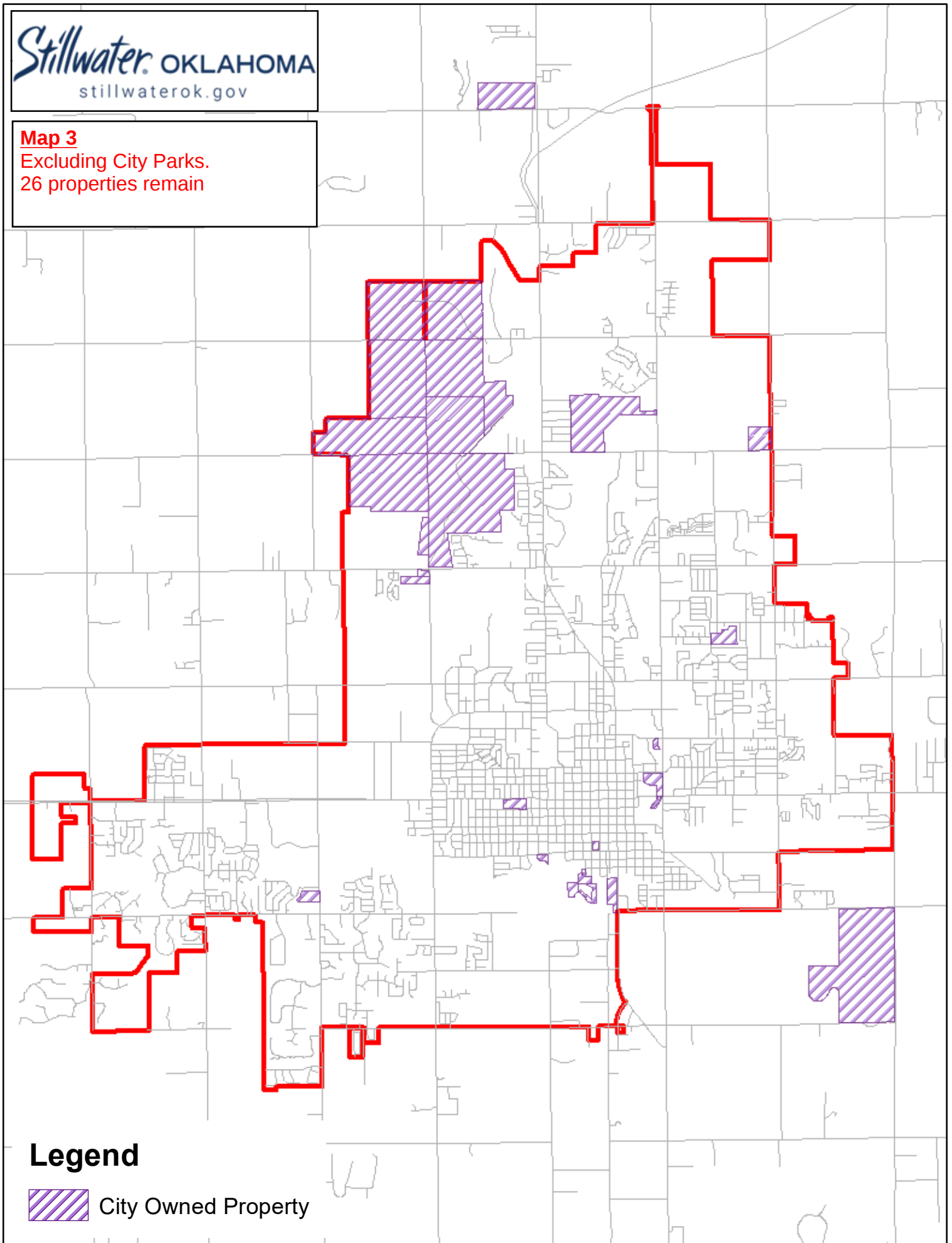
Legend

 City Owned Property



Map 3

Excluding City Parks.
26 properties remain

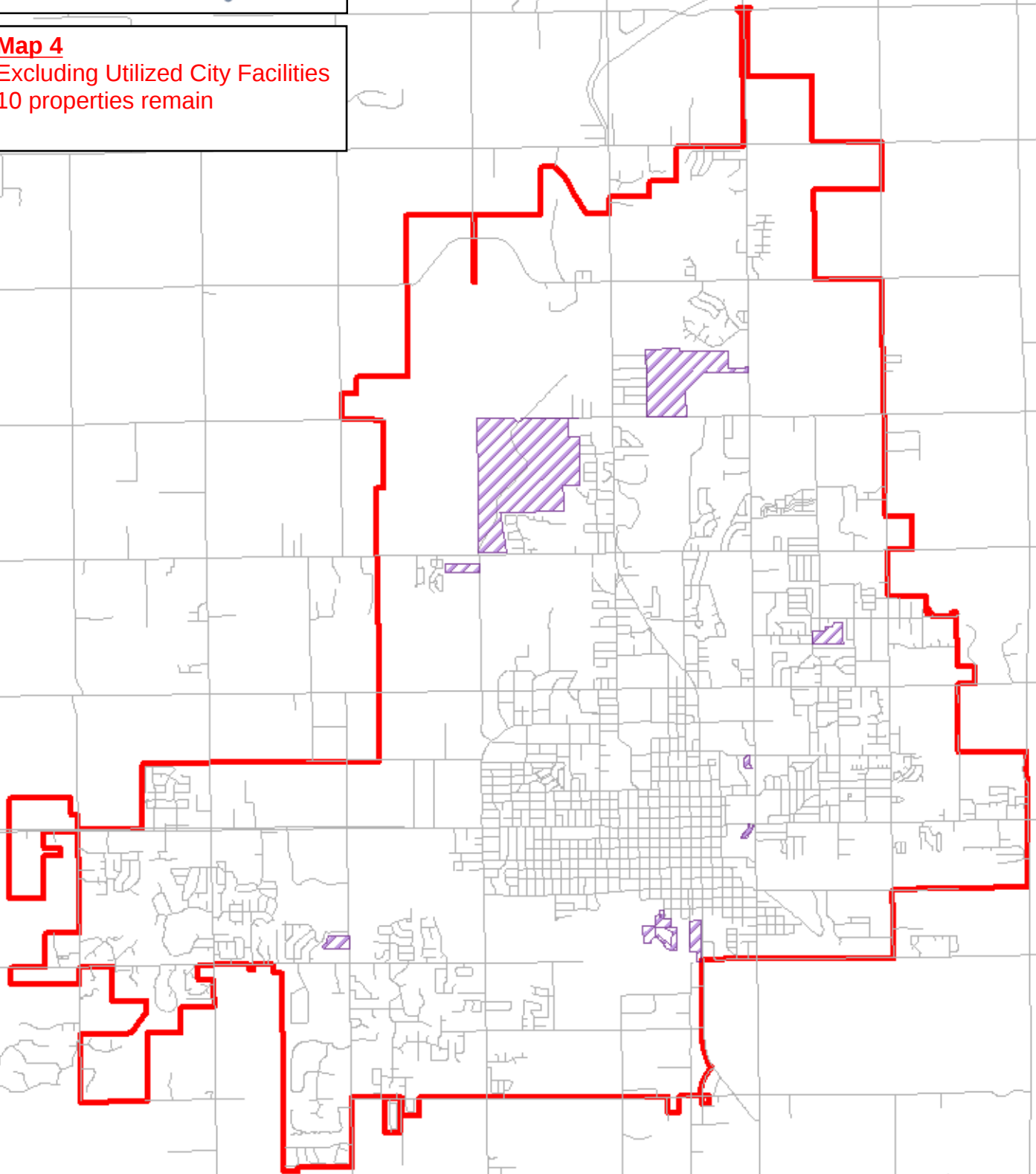


Legend

 City Owned Property

Map 4

Excluding Utilized City Facilities
10 properties remain

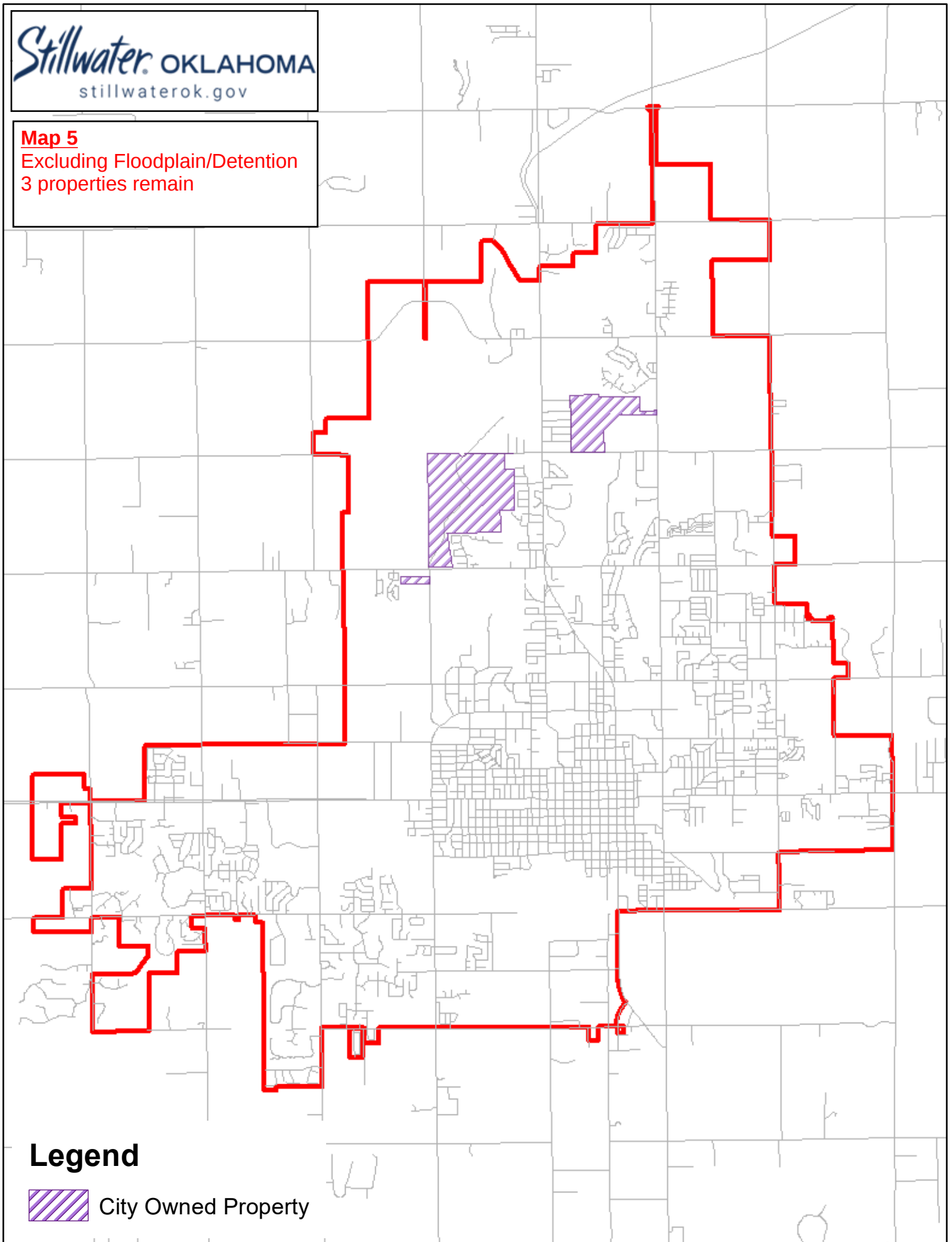


Legend

 City Owned Property

Map 5

Excluding Floodplain/Detention
3 properties remain



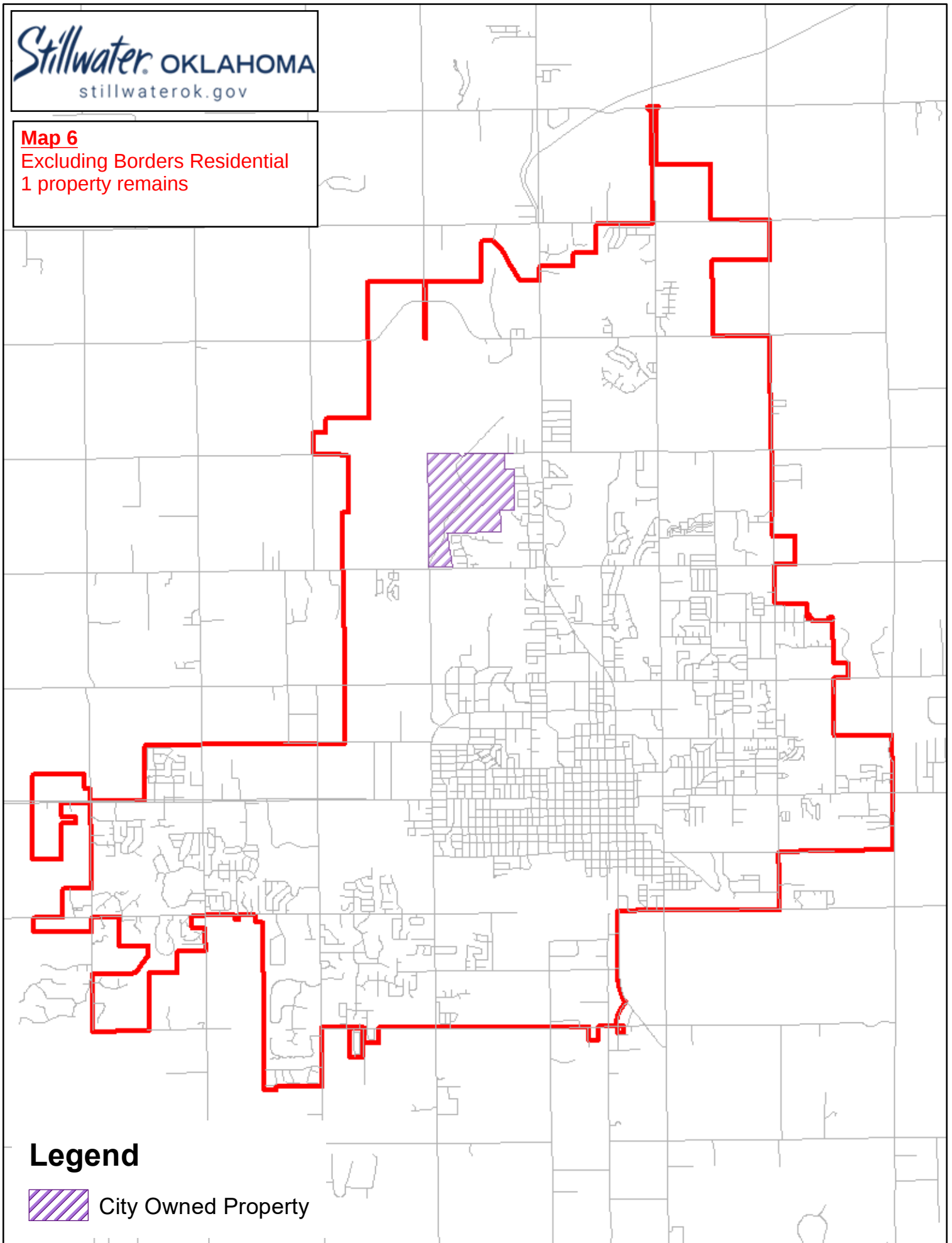
Legend



City Owned Property

Map 6

Excluding Borders Residential
1 property remains



Legend



City Owned Property

All Known City-Owned Properties (purple=exception)	Site Name (red = site considered) (blue =>2 & <2.5 Ac.)	Combined Filter Results	Notes
600000041	Knoblock/Airport Site	Borders Residential	
600000260	Range Tower / Pump Station	<2.5 Acres	
600000632	Boomer Lake	Park	LWCF
600000633	Boomer Lake	Park	LWCF
600000634	Boomer Lake	Park	LWCF
600000635	Boomer Lake	Park	LWCF
600000636	Boomer Lake	Park	LWCF
600000637	Boomer Lake	Park	LWCF
600000715	Airport Land	City Facility	
600000741	Boomer Lake Sta Property	Park	Economic Development Potential
600000954	Tower Park	<2.5 Acres	
600004381	Airport Land	City Facility	
600004424	Airport Land	City Facility	
600004438	Whittenburg Park	Park	Public outdoor recreation only. LWCF.
600004702	WTP & Lagoons	City Facility	No sewer.
600005022	WWTP & Sludge Fields	City Facility	Significant floodplain impacts.
600006665	North of Boomer Lake	Park	North of Boomer/Knoblock Site. Borders residential.
600006711	Elec Substation/19th & Fiddler's Hill	<2.5 Acres	
600006714	Fire Station 19th/Mansfield	<2.5 Acres	
600006791	Airport Land	City Facility	
600006807	Lakeside Golf Course	Park	
600006866	Stallard Tank	<2.5 Acres	
600006873	Perkins Tower	<2.5 Acres	
600007152	N. of Will Rogers School	Park	LWCF. Borders residential.
600007710	Pleasant Valley School	<2.5 Acres	
600008210	Collections Center	<2.5 Acres	
600008213	Hoyt Grove (N. of Couch Park)	<2.5 Acres	Donated as a Park.
600008448	Couch Park	Park	Public outdoor recreation only. LWCF.
600008737	Old Animal Shelter	Floodplain/Detention	
600008758	Streambed	Floodplain/Detention	
600008986	Hinrichs Parks, E. of Fountain Square	Park	Park and open space only. Significant floodplain impacts.
600008992	SMC - Total Fitness Aquatics	City Facility	
600008995	SMC - Hospital	City Facility	
600009049	Babcock Park	Park	Park and open space only. LWCF.
600009054	Babcock Park	Park	Park and open space only. LWCF.
600009291	Detention Basin (15th/Sangre)	Floodplain/Detention	
600010325	Streambed at Virginia and Perkins	Floodplain/Detention	
600010392	Streambed at Virginia and Perkins	<2.5 Acres	
600010701	Streambed at Virginia and Perkins	<2.5 Acres	
600010756	Strickland Park	Park	CDBG
600011370	Lot at deadend of Grandview	<2.5 Acres	
600011740	Manning/Grandview Detention Pond	Floodplain/Detention	
600011753	Manning/Grandview Tank	<2.5 Acres	
600011817	Abandoned parking lot along Boomer	<2.5 Acres	
600011822	Abandoned parking lot along Boomer	<2.5 Acres	
600012696	Drainage channel at Wahsington/Brooke Holl	<2.5 Acres	
600012745	Lakeview/Western Site (north)	City Facility	In the Airport's runway protection zone.
600012765	Lakeview/Western Site (south)	Borders Residential	East half lies in the Airport's runway protection zone.
600012806	Airport Land	City Facility	
600012815	Airport Land	<2.5 Acres	
600012828	Airport @ Sanborn Lake	600012828	Kellie Reed, Airport Director, has submitted application to FAA for the site.
600014626	NE of Old Animal Shelter (S of 12th)	<2.5 Acres	
600014629	NE of Old Animal Shelter (S of 12th)	<2.5 Acres	
600014631	NE of Old Animal Shelter (S of 12th)	Floodplain/Detention	
600014632	NE of Old Animal Shelter (S of 12th)	<2.5 Acres	
600014715	NE of Old Animal Shelter (S of 12th)	<2.5 Acres	
600014734	NE of Old Animal Shelter (S of 12th)	<2.5 Acres	
600016110	Stillwater Medical	<2.5 Acres	
600016144	1 blk W of Highland Park, 2 tracts	<2.5 Acres	Significant floodplain impacts.
600017041	Streambed at Eskridge and Knoblock	<2.5 Acres	
600017043	Streambed at Eskridge and Knoblock	<2.5 Acres	
600017044	Streambed at Eskridge and Knoblock	<2.5 Acres	
600017045	Streambed at Eskridge and Knoblock	<2.5 Acres	
600017358	Streambed at Willis and 12th	<2.5 Acres	
600017363	Streambed at Willis and 12th	<2.5 Acres	
600017670	3rd St Fleet/Electric/Park	City Facility	
600017679	Streambed at 3rd and Perkins	<2.5 Acres	
600017690	Streambed at 3rd and Perkins	<2.5 Acres	
600017767	Streambed along Perkins	<2.5 Acres	
600018949	20' Strip at Fairfield and 17th	<2.5 Acres	
600019742	Stillwater Armory	<2.5 Acres	

[illegible]

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 4, 2024



Agenda Item:	7.b. CC-24-20
Previous/Related Action:	• April 5, 2022: Fire Station #2 Bond Issue approval by voters. • August 15, 2022: Authorization for City Manager to enter into architectural design services and construction manager at risk agreements. • December 19, 2022: Approval for agreement with OSU for Owner's Representative Construction Services. • December 28, 2023: Work Pkg 1 Bid Award. • January 8, 2024: IGMP Increase and Partial Lump Sum Conversion.
Background/Issue:	• On April 5, 2022, Stillwater residents approved a \$9 Million bond issue to construct a new fire station to replace the existing Fire Station No. 2. • Through qualification-based processes, Kirkpatrick Architecture Studio (now Brandstetter Carroll, Inc.) was selected as the Architect and Crossland Construction Co. was selected as the Construction Manager at Risk (CMAR). • Work Package 1 (WP1) was awarded in December 2023 and the IGMP, Project Schedule and WP1 Partial GMP were approved in January 2024. • Work Package 2 (WP2) bid opening occurred on February 7, 2024. • A Partial GMP/Lump Sum Conversion proposal was submitted by Crossland on February 23, 2024 for WP2; a revision was submitted on February 26, 2024.
Proposal/Solution:	• The direct bids received by Crossland from its subcontractors for the accepted trades, including alternates, total \$4,243,162. The trades being proposed for acceptance by Crossland include the following: 1. Building concrete 2. Masonry 3. Door assemblies – install 4. Glass and glazing 5. Overhead doors 6. Gypsum assembly and ceiling systems

	7. Flooring and wall tile 8. Painting and wall coverings 9. Polished concrete 10. Specialties 11. Signage 12. Appliances 13. Window treatments 14. Double stack bunker gear 15. General trades 16. Plumbing 17. HVAC 18. Electrical and low voltage, fire alarm, security system 19. Landscape, irrigation and plantings • The Partial GMP Conversion for WP2 is being prepared by Crossland and City staff. Staff will return to City Council once it is final. • A Work Package 3 (WP3) is required.
Financial Source/Impact:	The project is funded through the proceeds of the \$9 Million bond sale.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Staff recommends a motion to: • approve the award by Crossland Construction Co. of contracts for the above listed WP2 accepted trades for a total of \$4,243,162.
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Candy Staring Brady Moore Patti Osmus
Submitted By:	Kimberly Meek, City Manager
Attachments None	

RESOLUTION NO. CC-2024-6

A RESOLUTION OF THE CITY OF STILLWATER ESTABLISHING THE CITY'S IDENTITY THEFT PREVENTION POLICY

WHEREAS, "Red Flag" laws were adopted as part of the Fair and Accurate Credit Transaction Act (FACTA), 15 U.S.C. §§ 1681, et seq; and

WHEREAS, under the Fair and Accurate Credit Transactions Act, financial institutions and creditors that offer or maintain "covered accounts" must develop a written identity theft prevention program that is appropriate to the size and complexity of the institution, as well as the nature and scope of its activities. The program requirements include reasonable policies and procedures, staff training, oversight of service providers, and oversight of the program by senior management.

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Stillwater, Oklahoma that the following policy will apply to all departments and divisions that offer or maintain covered accounts and will apply to any other account for which there is a reasonably foreseeable risk from identity theft.

Identity Theft Prevention Policy

Section 1. Definitions:

- A. *Identity theft* means a fraud committed or attempted using the identifying information of another person without authority.
- B. *Identifying information* means any name or number that may be used alone, or in conjunction with any other information, to identify a specific person.
- C. *Covered account* means the account is primarily for personal, family or household purposes designed to allow multiple payments or transactions.

Section 2. Policy:

A. Periodic identification of covered accounts and risk assessment

The City will periodically review whether it offers or maintains any covered accounts and that relevant risks are appropriately managed. A report of this review shall be provided to senior management at least annually.

B. Identifying relevant red flags

All City departments and divisions that offer or maintain covered accounts shall identify relevant "red flags". A red flag is defined as a pattern, practice, or specific activity that indicates the possible existence of identity theft. The following will be considered in identifying relevant red flags:

(a) Risk Factors

- (1) Types of covered accounts offered or maintained
- (2) Methods provided to open covered accounts
- (3) Methods provided to access covered accounts
- (4) Previous experiences with identity theft

(b) Sources of Red Flags

- (1) Incidents of identity theft that have been experienced
- (2) Any attempts at identity theft that have been experienced
- (3) Methods of identity theft that reflect changes in identity theft risks
- (4) Applicable supervisory guidance

(c) Categories of Red Flags

- (1) Alerts, notifications, or other warnings received from consumer reporting agencies or service providers, such as fraud detection services
- (2) The presentation of suspicious documents
- (3) The presentation of suspicious personal identifying information, such as a suspicious address change
- (4) The unusual use of, or other suspicious activity related to, a covered account
- (5) Notice from customers, victims of identity theft, law enforcement authorities, or other persons regarding possible identity theft in connection with covered accounts

Section 3. Detection and Response:

All City departments and divisions that offer or maintain covered accounts shall maintain procedures for detection of and response to red flags.

A. Detection

Proper identification will be obtained and verified before opening a covered account. Existing covered accounts will include authenticating customers, monitoring transactions, and verifying the validity of change of address requests.

B. Response

Upon detection of a red flag, an assessment will be made of whether there is evidence of potential identity theft. An appropriate response will be provided based on the circumstances. Appropriate responses may include the following:

- (a) Continued monitoring of the covered account for evidence of identity theft
- (b) Notifying the customer
- (c) Changing any passwords, security codes, or other security devices that permit access to a covered account
- (d) Closing the covered account
- (e) Reopening the covered account with a new account number
- (f) Notifying law enforcement
- (g) Determining that no response is warranted under the circumstances

Section 4. Reporting Red Flags:

All City departments and divisions that offer covered accounts shall report identity theft incidents to the City Manager or designee. The City Manager shall share this identity theft information with all City departments and divisions that offer covered accounts so they can remain alert for similar attempts.

Section 5. Documentation:

All City departments and divisions that offer covered accounts shall document compliance with the City's Red Flag Policies and such documentation shall be appropriately preserved.

Section 6. Service Providers:

If a service provider is used in connection with covered accounts, the City will ensure by contract that the service provider maintains reasonable policies and procedures to detect, prevent, and mitigate identity theft.

Section 7. Training:

The City will train staff as necessary to maintain the program.

Section 8. Effective Date:

The policy shall become effective on the date its adoption by the City Council.

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the City of Stillwater on the 4th day of March, 2024

William H. Joyce, Mayor

(Seal)

ATTEST:

Teresa Kadavy, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 4th DAY OF March, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

RESOLUTION NO. CC-2024-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZING THE CHILDS LAW FIRM, PLLC, TO FILE AN ACTION AGAINST UBC PRECAST, AN IDAHO CORPORATION, AND GREG HOSKINS, THE GENERAL MANAGER AND OWNER OF UBC PRECAST, AND ANY OTHER RESPONSIBLE PERSONS OR ENTITIES, FOR BREACH OF CONTRACT, UNJUST ENRICHMENT, AND ANY OTHER CAUSE OF ACTION DEEMED NECESSARY AND APPROPRIATE BY COUNSEL TO RECOVER FUNDS PAID BY THE CITY FOR A PREFABRICATED BATHROOM STRUCTURE THAT WAS ORDERED, BUT NEVER DELIVERED; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS REASONABLY NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION.

WHEREAS, on March 7, 2022, the Stillwater City Council awarded a bid to UBC Precast (“UBC”) for the purchase of a prefabricated restroom for Couch Park (the “Facility”); and

WHEREAS, UBC is an Idaho Corporation with its principal place of business in Blackfoot, Idaho, and Greg Hoskins (“Hoskins”) serves as the President/Owner/Manager of UBC; and

WHEREAS, on June 6, 2022, the City Council approved a Purchase Agreement with UBC (the “Agreement”) for construction and delivery of the Facility at a cost of \$164,772.00; and

WHEREAS, the Agreement was previously executed by Hoskins, as President of UBC, on May 20, 2022; and

WHEREAS, pursuant to the Agreement, UBC was to deliver the Facility within ninety (90) days of receipt of the official order; and

WHEREAS, pursuant to the terms of the Agreement and in accordance with Oklahoma law, the City of Stillwater (the “City”) made an initial progress payment in the amount of \$82,388.00; and

WHEREAS, on June 2, 2022, the City approved an Addendum to the Agreement (the “Addendum”) that was requested by Hoskins and provided for a subsequent progress payment in the amount of \$41,193.00; and

WHEREAS, to date, the City has not received the Facility and Hoskins has been completely unresponsive to representatives of the City about the status of construction and delivery; and

WHEREAS, formal demand for reimbursement of the funds paid by the City was made on the Defendants by letter dated February 7, 2024; and

WHEREAS, in the alternative to payment, the City demanded delivery of the Facility by March 1, 2024, but neither has occurred; and

WHEREAS, in order to collect the funds expended by the City for the Facility, it is reasonable to file an action in Payne County District Court for breach of contract and unjust enrichment; and

WHEREAS, pursuing this action is in the best interest of the City of Stillwater and the health, safety and welfare of its citizens and will enable the City to recover the significant funds expended with no benefit.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, THAT without relief provided by a Court of competent jurisdiction, the City may not be able to recover the funds expended.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT the attorneys of the Childs Law Firm, PLLC are authorized to file suit against UBC Precast, an Idaho Corporation, and Greg Hoskins, the General Manager and owner of UBC Precast, and any other responsible persons or entities for breach of contract, unjust enrichment, and any other cause of action deemed necessary and appropriate by counsel to recover funds paid by the City for the precast concrete bathroom structure never received.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT the City Manager of the City is hereby authorized to take all actions reasonably necessary to effectuate the provisions of this Resolution.

ADOPTED by the City Council of the City of Stillwater, Oklahoma, on this 4th day of March, 2024, after full compliance with the Oklahoma Open Meeting Act.

WILLIAM JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

Approved as to form and legality:

KIMBERLY CARNLEY, CITY ATTORNEY