



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

APRIL 1, 2024

723 S. Lewis Street, Room 1122 B

Stillwater, OK 74074

5:30 PM

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

1. Call Meeting to Order
2. Pledge of Allegiance
3. Proclamations and Presentations

a.	Sexual Assault Awareness Month Proclamation
b.	Fair Housing Month Proclamation

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 March 25, 2024 regular meeting minutes		
b.	Approve Assignment of Contract from Bancroft International to Bancroft Design, Inc. and authorize the City Manager to execute the Form.	CC-24-29	Candy Staring
c.	Approve the purchase of real estate at 2206 W. 6th Avenue for required right-of-way in the ODOT SH-51 construction project, approve the	CC-24-30	Brady Moore

	associated budget amendment, and authorize the City Manager to sign the related documents		
d.	Approve amendment 4 to professional services agreement with Kimley-Horn for 12th Avenue Health Corridor Study and approve associated budget amendment and authorize the City Manager to execute.	CC-24-31	Brady Moore
e.	Approve waiver of Payment in Lieu of Taxes (PILOT) of \$8,798.02 as requested by Stillwater Housing Authority		Kimberly Carnley
f.	Approve the Oklahoma Wireless Information Network (OK-WIN) Land Mobile Radio (LMR) Services Agreement	CC-24-32	Rob Hill

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. Public Hearings

The Council will hear public comments, discuss, and take action including a vote or series of votes on each item listed as presented or as amended by the City Council unless the agenda entry specifically states that no action will be taken.

a.	Receive public comment regarding a request from Independent School District No. 16 and Stillwater National Bank to rezone properties addressed as 1120 North Husband Street and 1515 North Boomer Road from Commercial Shopping (CS) and Commercial General (CG) to Public (P).	CC-24-33	Jacquelyn Porter
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8. General Orders

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

a.	Presentation and possible action to approve the Simmons Bank	Brady Moore
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	Grant Agreement	
b.	Presentation, discussion and possible action to approve the FY25 Pavement Management Program (PMP)	CC-24-34 Travis Small

9. 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 CC-2024-8 A RESOLUTION DECLARING THE INTENT TO CONSIDER APPROVAL OF A PROJECT PLAN AND CREATION OF ONE OR MORE TAX INCENTIVE DISTRICTS UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON AFFECTED TAXING JURISDICTIONS AND BUSINESS ACTIVITIES WITHIN THE DISTRICT; DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE STILLWATER PLANNING COMMISSION TO DETERMINE CONFORMANCE OF THE PROPOSED PROJECT PLAN WITH THE STILLWATER COMPREHENSIVE PLAN AND TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; AND DECLARING AN EMERGENCY	Kimberly Carnley
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10. Ordinances

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

First Read

a.	ORDINANCE 3532 - AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 1515 N BOOMER RD & 1120 N HUSBAND ST FROM COMMERCIAL GENERAL (CG) AND COMMERCIAL SHOPPING (CS) TO PUBLIC (P).
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Second Read

a.	ORDINANCE NO. 3533: AN ORDINANCE CLOSING A PORTION OF A RIGHTS-OF-WAY LOCATED NEAR LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), IN BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, NEAR PROPERTY ADDRESSED AS 1101 SOUTH MAIN STREET
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11. Appointments

a.	Stillwater Housing Authority	CC-24-36	Staff
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12. 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. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Stillwater City Attorney Kimberly Carnley.
ii.	Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.
b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

13. Questions and Inquiries

14. Executive Session

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

15. Return from Executive Session

a.	Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.
b.	Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.

16. Adjourn

On March 29, 2024 at 11:30 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 405.742.8243.

- 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.

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

WHEREAS, sexual violence is a devastating and intolerable crime, affecting women, men, and children of all races, ages, cultures, economic situations, and abilities; and,

WHEREAS, sexual violence is a major social problem in homes, schools, and communities across the country, resulting in countless physical, mental, and other health consequences; and,

WHEREAS, it is reported by the CDC that over half of women and almost 1 in 3 men have experienced sexual violence involving physical contact during their lifetime; and,

WHEREAS, it is also reported that 1 in 3 women and about 1 in 9 men experienced sexual harassment in a public place; and,

WHEREAS, the month of April has been designated to raise public awareness and reinforce the need for prevention efforts as sexual violence is a public health, human rights, and social justice issue;

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim April 2024, in the City of Stillwater, as

Sexual Assault Awareness Month



ATTEST:

WILLIAM H. JOYCE, MAYOR

Teresa Kadavy
TERESA KADAVY, CITY CLERK

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

WHEREAS, April 1, 2024, marks the 56th anniversary of the passage of the U.S. Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, which enunciates a national policy of fair housing; and

WHEREAS, the City of Stillwater encourages fair housing opportunities for all residents without regard to race, color, creed, religion, national origin, gender, familial status, sexual orientation, handicap; and

WHEREAS, the City of Stillwater is committed to support the Fair Housing Law and programs that educate the public about the right to equal housing opportunities, and to help assure every resident of their right to fair housing.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim April 2024, as "Fair Housing Month," and urge all residents to support fair housing throughout the year.



WILLIAM H. JOYCE, MAYOR

ATTEST:

Teresa Kadavy
TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED MARCH 22, 2024 AT 9:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
MARCH 25, 2024**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

a. Chris Salmon Plaza OSU Art Project

Community Resources Director Barbara Bliss introduced Prairie Arts Director Meghan Brasuell and OSU Art Professors and students that were presenting their projects for the new mural at Chris Salmon Plaza. CiCi James presented and explained her art project titled "Flying to the Future" and Emalie Clayton presented and explained her art project titled "Green Lady."

b. DeMolay Proclamation

Mayor Joyce read the proclamation declaring March, 2024 as DeMolay month in Stillwater, OK. Master Councilor Clark R. discussed the mission of DeMolay and accepted the proclamation.

4. CONSENT DOCKET

- a. Approve March 4, 2024 regular and executive session meeting minutes
- b. Accept a temporary construction easement and authorize execution by the City Manager of the associated settlement agreement for the 3rd Avenue bridge project (19TR04).
- c. Accept a temporary construction easement for the Redbud Sewer Project located on Randolph Court
- d. Award bid to Stillwater Turf Services LLC for City wide mowing for an amount not to exceed \$134,880
- e. Approve the Oklahoma Wireless Information Network (OK-WIN) Land Mobile Radio (LMR) Services Agreement
- f. Approve Amendment No. 2 and Exhibit C-2 to the CMAR Services Agreement regarding a partial lump sum conversion for Work Package #2 to Guaranteed Maximum Price and authorize the City Manager to execute said Amendment No. 2

- g. Authorize amendment 4 to professional services agreement with Kimley-Horn for 12th Avenue Health Corridor Study and approve associated budget amendment and authorize the City Manager to execute.
- h. Approve budget amendments to increase revenue projections to reflect increased activity at the Airport and to increase appropriations to purchase safety equipment and meet other needs at the Airport.

Mayor Joyce stated that staff requested that item e. and item g. be removed from the consent docket and postponed until the next Council meeting.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO APPROVE THE CONSENT DOCKET MINUS ITEMS E. AND G.

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. Receive public comment regarding a request to close a 10-foot wide tract of right-of-way on E. 11th Avenue adjacent to property addressed as 1101 S. Main Street, containing 1,400 square feet.

City Planner Jacquelyn Porter reported that Progressive Development Corp. is requesting the closure of 1,400 square feet of right-of-way at the property addressed as 1101 South Main Street to bring the existing structure into compliance. This would alleviate the approximately 2.5 feet encroachment of the existing building onto East 11th Avenue right-of-way.

Mayor Joyce opened the public hearing.

Stephen Gose, Gose & Associates, spoke on behalf of the applicant.

Mayor Joyce closed the public hearing.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO CLOSE THE PORTION OF THE RIGHT-OF-WAY AS REQUESTED NEAR THE PROPERTY ADDRESSED AS 1101 SOUTH MAIN.

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

8. GENERAL ORDERS

- a. Award a unit price contract, for the alternate bid, to Ellsworth Construction OKC, LLC for \$2,814,763.15, authorize total construction expenditures not to exceed \$3,130,000.00, and authorize City Manager to execute a construction contract for the Airport/Park/Harned Reconstruction Project and approve associated budget amendment.

Transportation and Drainage Manager Travis Small reported that Park Drive & Harned Avenue Roadway Reconstruction was one of three full reconstruction projects in the FY20 Pavement Management Program (PMP) authorization. The FY20 PMP identified Park Drive and Harned Avenue from Perkins Road to Airport Road for roadway reconstruction. The pavement has deteriorated to the point that patches, panel replacements or other maintenance would not be economical. Mr. Small stated that during design of Park & Harned, severe deterioration of Airport Road structural integrity began to occur. On November 14, 2022, Amendment 1 to Task Order 2 was approved for Gose & Associates to design a project to reconstruct Airport Road. Bids were opened on March 6, 2024. Staff reviewed the bid packages and recommends the project be awarded to Ellsworth Construction OKC, LLC for the Alternate Bid at a construction bid price of \$2,814,763.15. Mr. Small reported that during the February 22, 2024 meeting of the Transportation Project Advisory Committee (TPAC), staff advised the committee of the project bid opening date as well as the likely bid award recommendation to Council prior to the next TPAC meeting.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO AWARD A UNIT PRICE CONTRACT, FOR THE ALTERNATE BID, TO ELLSWORTH CONSTRUCTION OKC, LLC FOR \$2,814,763.15; AUTHORIZE TOTAL CONSTRUCTION EXPENDITURES NOT TO EXCEED \$3,130,000.00 WHICH INCLUDES CONSTRUCTION, TESTING AND CONTINGENCY; AUTHORIZE A BUDGET AMENDMENT IN THE AMOUNT OF \$2,736,916; AND AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACTS AND RELATED DOCUMENTS.

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

9. ORDINANCES

a. First Reading

Ordinance No. 3533: An ordinance closing a portion of a rights-of-way located near Lots Twenty-Three (23) and Twenty-Four (24), in Block Fifty-Seven (57), Original Town, now City of Stillwater, Payne County, Oklahoma, near property addressed as 1101 South Main Street

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3533 TO SECOND READ AS PRESENTED.

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

10. QUESTIONS & INQUIRIES

None.

11. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Kimberly Meek invited residents to please join City staff this week for community meetings to discuss a new Stillwater Animal Welfare facility. There will be a meeting tomorrow evening in the Dining and Event Hall at the Stillwater Community Center, beginning at 5:30 p.m. and another online/virtual meeting will be Thursday, March 28, at 5:30 p.m. Every voice is important to us. Collectively, let's determine what is best for our residents and animals.
- c. Miscellaneous items from the City Council:

- Councilor Hardin reminded residents that the Stillwater Fire Department has staff members who are certified child passenger safety technicians. The Fire Department staff are ready to help with car seat installations or check-ups.
 - Councilor Clark announced that the Stillwater Public Library is hosting two in-person eclipse-related programs in honor of the total solar eclipse that will cross the southeast corner of Oklahoma on April 8. The first event is for adults on Thursday, March 28, at 7:30 p.m., and one for kids and teens will be on Friday, March 29, at 1 p.m.
 - Councilor Hawkins announced that City staff wants your feedback for Stillwater's new Comprehensive Plan. A Comprehensive Plan establishes a vision for the next 10 to 20 years of a city's growth, and it guides decision making for policy and public investment. Please take the survey and share your input.
 - 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. This is an opportunity to earn community service hours, if needed.
 - Mayor Joyce announced that due to extensive repairs necessary for safety and possible operation at the Stillwater Pool located in Couch Park, the City will utilize the YMCA to meet the community's pool needs for summer 2024. Many thanks to the YMCA for partnering with the City. The public pool has served the City well for many years. However, it now requires significant repairs and maintenance essential to ensure safety and functionality. The City's top priority is the overall well-being of our pool-goers and their positive summer experience. The Stillwater YMCA will be available to community members for \$5/day, Monday-Friday, 1-5 p.m. and Saturday, 1-4 p.m., from June 3 to August 10, 2024.
- i. Discussion about scheduling items for future meetings.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE MARCH 25, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The March 25, 2024 regular meeting of the Stillwater City Council adjourned at 6:05 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 1, 2024



Agenda Item:	4.b. CC-24-29
Previous/Related Action:	<u>CC-23-109 and SUA-23-37</u> . Approve and fund a Master Services Agreement for surveying and engineering services with Bancroft International, including Task Order 1.
Background/Issue:	To minimize administration time associated with repetitive contracting and to maximize production time, Staff utilize master services agreements for task order-based contracting. These types of agreements do not limit the City's ability to execute agreements with other firms for similar work. A Master Services Agreement (MSA) between the City/SUA and Bancroft International was authorized in July 2023. The local office of Bancroft International has changed its name to Bancroft Design.
Proposal/Solution:	An Assignment of Contract Form has been executed by Bancroft International to assign the MSA to Bancroft Design, Inc.
Financial Source/Impact:	Additional appropriations are not associated with this action.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • approve the Assignment of Contract Form from Bancroft International to Bancroft Design, Inc. and authorize the City Manager to execute the Form.
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Candy Staring Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Bancroft Assignment of Contract v3 - FINAL

ASSIGNMENT OF CONTRACT; CONSENT TO ASSIGNMENT; AND
ACCEPTANCE OF ASSIGNMENT

The Contract between the City of Stillwater, Oklahoma and Stillwater Utilities Authority (“City/SUA”) and Bancroft International (“Assignor”) for furnishing surveying and professional services under the Contract Documents entitled City of Stillwater On-Call Civil Engineering Services (“the Contract”) is hereby assigned, transferred, and set over to Bancroft Design, Inc, (“Assignee”). The Assignee shall be totally responsible for the performance of Assignor and for the duties, rights and obligations of Assignor, not otherwise retained by Assignor, under the terms of the Contract between the City/SUA and Assignor.

The City/SUA warrants and represents that the Contract is in full force and effect and, with the consent of the parties, is fully assignable.

Assignor warrants that, with the agreement of the City/SUA, it has the full right and authority to transfer said contract and that the contract rights herein transferred are free of lien, encumbrance or adverse claim.

Assignee has provided the City/SUA with the evidence of insurance required by the Contract and named the City/SUA as additional insured as required by the Contract. If applicable, Assignee has provided the City/SUA with new bonds or evidence of the surety’s consent to the assignment of existing bonds, to the satisfaction of the City/SUA.

Assignee hereby assumes and agrees to be bound by the terms of the Contract and to perform all the remaining and executory obligations of Assignor under the Contract.

The City/SUA hereby agrees to the assignment of the Contract from Assignor to Assignee.

This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

ASSIGNMENT DIRECTED BY:

Bancroft International

By: _____
Daniel McPeck, Vice President

Date: _____

VERIFICATION

State of Oklahoma)
) ss.
County of Payne)

Before me, a Notary Public, on this _____ day of _____ 2024, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

ASSIGNMENT ACKNOWLEDGED AND ACCEPTED BY:

Bancroft Design, Inc, Assignee

By: _____
Daniel McPeck, Vice President

Date: _____

VERIFICATION

State of Oklahoma)
) ss.
County of Payne)

Before me, a Notary Public, on this _____ day of _____ 2024, personally appeared _____, known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

CONSENT TO ASSIGNMENT BY:

Attest:

City of Stillwater, Oklahoma
A Municipal Corporation

City Clerk

By: _____
Kimberly Meek, City Manager

Date: _____

Attest:

Stillwater Utilities Authority

Secretary

By: _____
Kimberly Meek, General Manager

Date: _____

Approved as to Form:

Kimberly Carnley, City Attorney

Date: _____

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 1, 2024



Agenda Item:	4.c. CC-24-30
Previous/Related Action:	
Background/Issue:	• Rights-of-way acquisition is one of the City's responsibilities in the ODOT Hwy 51 (6th Avenue) reconstruction project. • Staff has identified life safety and transportation expansion concerns connected with the 6th Avenue corridor expansion on the north side of 6th between Western and Ridge. • Properties will be damaged during road construction to the point that their use as residences will be impaired. • Egress from these properties would be into a right-hand turn lane, creating a life safety issue and limiting directional flow to and from the properties.
Proposal/Solution:	Purchase the property at 2206 W. 6th Avenue for the price of \$193,000 in order to acquire rights-of-way and mitigate life safety and transportation expansion concerns. Cheryl Carpenter Martin with ARC Realty is the listing agent.
Financial Source/Impact:	Funding is available in the Transportation Sales Tax fund. A budget amendment appropriating funds totaling \$193,000 has been prepared for approval.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to approve the purchase of property located at 2206 W. 6th Avenue for an amount not to exceed \$193,000 and approve the budget amendment appropriating the funds from the Sales Tax Transportation Fund.
Prepared By:	Brady Moore, Deputy City Manager
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. 2206 6th Contract Docs
2. BA 2206 W 6th

OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract if not understood, seek advice from an attorney***SELLER'S COUNTEROFFER**Date of Counteroffer March 4, 24**1. COUNTEROFFER.** The undersigned Seller(s) offers to sell the following described real estate, located (legal description) at: INGHAM'S ADD BLK 6 LOT 15

Payne, County, Oklahoma,
 which property address is 2206 W 6th Ave, Stillwater, Ok 74074
 in accordance with the terms and conditions of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, Financing Supplement signed by City of Stillwater, Oklahoma, a municipal corporation Buyer(s),
 attached and made a part of the Oklahoma Uniform Contract of Sale of Real Estate and, if included, the Financing Supplement are **amended and modified** as follows:

(Where appropriate, reference should be made by number to the specific paragraph of the Contract of Sale of Real Estate and, if included, Financing Supplement which is amended or modified-please number each item.)

Contract of Sale of Real Estate: 2. Purchase price shall be \$191,500. Closing shall be on or before March 27, 2024.**Financing Supplement:** _____**2. OTHER TERMS.** All the other terms and conditions of the attached Contract of Sale of Real Estate and, if included, the Financing Supplement shall remain the same. In the event of a conflict between the terms and conditions in this Counteroffer and the terms and conditions of the attached Contract of Sale of Real Estate and, if included, Financing Supplement, the terms and conditions of the Counteroffer shall govern.**3.** The Buyer and Seller authorize their respective Brokers, if applicable, to accept delivery of acceptance of offer or counteroffer.**4. ACCEPTANCE TIME.** The foregoing Counteroffer is made subject to acceptance in writing by Buyer, and the return of an executed copy to Seller's Broker, if applicable, on or before this date and time _____, at _____ .m., at which time this counteroffer will terminate, unless withdrawn prior to acceptance or termination.David J Newsome
(Print or Type Seller's Name)DocuSigned by:
David J Newsome 3/4/2024 Seller
(Signature)Linda L Newsome
(Print or Type Seller's Name)DocuSigned by:
Linda L Newsome 3/4/2024 Seller
(Signature)**5. BUYER'S ACCEPTANCE OF COUNTEROFFER.** Buyer accepts the foregoing Counteroffer and agrees to purchase the above-described Property on terms and conditions set forth in the Counteroffer.Accepted this date 3/7/2024, _____, at _____ .m.City of Stillwater, Oklahoma
(Print or Type Buyer's Name)DocuSigned by:
Kimberly Meek Buyer
(Signature)
C85F373ADCCA45A...a municipal corporation
(Print or Type Buyer's Name)

(Signature) Buyer

6. BUYER'S REJECTION OR MODIFICATION OF SELLER'S COUNTEROFFER._____(Buyer's initials) By initializing these blanks the Buyer(s): **(check only one)**☐ REJECTS foregoing counteroffer.☐ MODIFIES Seller's Counteroffer is modified as indicated by the Buyer's Counteroffer to Seller's Counteroffer form.

NOTE: All amendments and modifications to the submitted Contract of Sale of Real Estate and, if included, supplement(s) and related addenda should be set forth on this Counteroffer only. Seller should only sign this Counteroffer and the Acknowledgement and Confirmation of Disclosures form. If applicable, Seller should also sign the FHA Real Estate Certification at the bottom of the FHA Financing Agreement.

Property Address **2206 W 6Th Ave, Stillwater, Ok 74074****OKLAHOMA REAL ESTATE COMMISSION***This is a legally binding Contract; if not understood, seek advice from an attorney.***OKLAHOMA UNIFORM CONTRACT OF SALE OF REAL ESTATE
RESIDENTIAL SALE****CONTRACT DOCUMENTS.** The Contract is defined as this document with the following attachment(s):
(check as applicable)

☐ Conventional Loan	☒ Single Family Mandatory Homeowners' Association
☐ FHA Loan	☐ Condominium Association & Townhouse Association
☐ VA Loan	☐ Supplement
☐ USDA	☐ Sale of Buyer's Property - Presently Under Contract
☐ Native American Guaranteed Loan Supplement	☐ Sale of Buyer's Property - Not Under Contract
☐ Assumption	☒ CASH
☐ Seller Financing	

PARTIES. THE CONTRACT is entered into between:

David J Newsome, Linda L Newsome "Seller"
and **City of Stillwater, Oklahoma, a municipal corporation** "Buyer".

The Parties' signatures at the end of the Contract, which includes any attachments or documents incorporated by reference, with delivery to their respective Brokers, if applicable, will create a valid and binding Contract, which sets forth their complete understanding of the terms of the Contract. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns. The Contract shall be executed by original signatures of the Parties or by signatures as reflected on separate identical Contract counterparts (carbon, photo, fax or other electronic copy). The Parties agree that as to all aspects of this transaction involving documents an electronic signature shall have the same force and effect as an original signature pursuant to the provisions of the Uniform Electronic Transactions Act, 12A, Oklahoma Statutes, Section 15-101 et seq. **All prior verbal or written negotiations, representations and agreements are superseded by the Contract and may only be modified or assigned by a further written agreement of Buyer and Seller.**

The Parties agree that all notices and documents provided for in this contract shall be delivered to the Parties or their respective brokers, if applicable. Seller agrees to sell and convey by General Warranty Deed, and Buyer agrees to accept such deed and buy the Property described herein, on the following terms and conditions:

The Property shall consist of the following described real estate located in Payne County, Oklahoma.

1. LEGAL DESCRIPTION. INGHAM'S ADD BLK 6 LOT 15

2206 W 6Th Ave	Stillwater	74074
Property Address	City	Zip

Together with all fixtures and improvements, and all appurtenances, subject to existing zoning ordinances, plat or deed restrictions, utility easements serving the Property, **including** all mineral rights owned by Seller, which may be subject to lease, unless expressly reserved by Seller in the Contract and **excluding** mineral rights previously reserved or conveyed of record (collectively referred to as "the Property").

2. PURCHASE PRICE, EARNEST MONEY, AND SOURCE OF FUNDS. This is a CASH TRANSACTION unless a Financing Supplement is attached. The Purchase Price is \$ **190,000.00** payable by Buyer as follows: Within three (3) days of the Contract being fully executed by the Parties, Buyer, or Buyer's Broker, if applicable, must deliver \$ **1,900.00** as Earnest Money to **Community Escrow and Title**, the holder of the trust account in which it will be deposited, as partial payment of the purchase price and/or closing costs. Buyer shall pay the balance of the purchase price and Buyer's Closing costs at Closing. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 16, or both, by providing written notice to Buyer or Buyer's Broker before Buyer delivers the Earnest Money. If the last day to deliver the Earnest Money falls on a Saturday, Sunday, or legal holiday, the time to deliver the Earnest Money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

3. CLOSING, FUNDING AND POSSESSION. The Closing process includes execution of documents, delivery of deed and receipt of funds by Seller and shall be completed on or before **March 27, 2024**, ("Closing Date") or such later date as may be necessary in the Title Evidence Paragraph of the Contract. Possession shall be transferred upon conclusion of Closing process unless otherwise provided below:
Community Escrow and Title

In addition to costs and expenses otherwise required to be paid in accordance with terms of the Contract, Buyer shall pay Buyer's Closing fee, Buyer's recording fees, and all other expenses required from Buyer. Seller shall pay documentary stamps

Buyer's Initials LM Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

Property Address **2206 W 6Th Ave, Stillwater, Ok 74074**

required, Seller's Closing fee, Seller's recording fees, if any, and all other expenses required from Seller. Funds required from Buyer and Seller at Closing shall be cash, cashier's check, wire transfer, or as determined by the provider of settlement services.

4. ACCESSORIES, EQUIPMENT AND SYSTEMS. The following items, if existing on the Property, unless otherwise excluded, shall remain with the Property at no additional cost to Buyer:

- | | | |
|---|---|---|
| • Attic and ceiling fan(s) | • Fireplace inserts, logs, grates, doors and screens | • TV antennas/satellite dish system(s) and control(s), if owned |
| • Bathroom mirror(s) | • Free standing heating unit(s) | • Sprinkler systems & control(s) |
| • Other mirrors, if attached | • Humidifier(s), if attached | • Swimming Pool/Spa equipment/ accessories |
| • Central vacuum & attachments | • Water conditioning systems, if owned | • Attached recreational equipment |
| • Floor coverings, if attached | • Window treatments & coverings, interior & exterior | • Exterior landscaping and lighting |
| • Key(s) to the property | • Storm windows, screens & storm doors | • Entry gate control(s) |
| • Built-in and under cabinet/counter appliance(s) | • Garage door opener(s) & remote transmitting unit(s) | • Water meter, sewer/trash membership, if owned |
| • Free standing slide-in/drop-in kitchen stove | • Fences (includes sub-surface electric & components) | • All remote controls, if applicable |
| • Built-in sound system(s)/speaker(s) | • Mailboxes/Flag poles | • Transferable Service Agreements and Product Warranties |
| • Lighting & light fixtures | • Outside cooking unit(s), if attached | |
| • Fire, smoke and security system(s), if owned | • Propane tank(s), if owned | |
| • Shelving, if attached | | |

A. Additional Inclusions. The following items shall also remain with the Property at no additional cost to Buyer:
All Items per MLS#129018

B. Exclusions. The following items shall not remain with the Property: _____

5. TIME PERIODS SPECIFIED IN CONTRACT. Time periods for Investigations, Inspections and Reviews and Financing Supplement shall commence on _____ (Time Reference Date), regardless of the date the Contract is signed by Buyer and Seller. The day after the Time Reference Date shall be counted as day one (1). If left blank, the Time Reference Date shall be the third day after the last date of signatures of the Parties.

6. RESIDENTIAL PROPERTY CONDITION DISCLOSURE. No representations by Seller regarding the condition of Property or environmental hazards are expressed or implied, other than as specified in the Oklahoma Residential Property Condition Disclosure Statement ("Disclosure Statement") or the Oklahoma Property Condition Disclaimer Statement ("Disclaimer Statement"), if applicable. A real estate licensee has no duty to Seller or Buyer to conduct an independent inspection of the Property and has no duty to independently verify accuracy or completeness of any statement made by Seller in the Disclosure Statement and any amendment or the Disclaimer Statement.

7. INVESTIGATIONS, INSPECTIONS and REVIEWS.

A. Buyer shall have _____ days (10 days if left blank) after the Time Reference Date to complete any investigations, inspections, and reviews. Seller shall have water, gas and electricity turned on and serving the Property for Buyer's inspections, and through the date of possession or Closing, whichever occurs first. If required by ordinance, Seller, or Seller's Broker, if applicable, shall deliver to Buyer, in care of Buyer's Broker, if applicable, within five (5) days after the Time Reference Date any written notices affecting the Property.

B. Buyer, together with persons deemed qualified by Buyer and at Buyer's expense, shall have the right to enter upon the Property to conduct any and all investigations, inspections, and reviews of the Property. Buyer's right to enter upon the Property shall extend to Oklahoma-licensed Home Inspectors and licensed architects for purposes of performing a home inspection. Buyer's right to enter upon the Property shall also extend to registered professional engineers, professional craftsman and/or other individuals retained by Buyer to perform a limited or specialized investigation, inspection or review of the Property pursuant to a license or registration from the appropriate State licensing board, commission or department. Finally, Buyer's right to enter upon the Property shall extend to any other person representing Buyer to conduct an investigation, inspection and/or review which is lawful but otherwise unregulated or unlicensed under Oklahoma Law. Buyer's investigations, inspections, and reviews may include, but not be limited to, the following:

- 1) **Disclosure Statement or Disclaimer Statement unless exempt**
- 2) **Flood, Storm Run off Water, Storm Sewer Backup or Water History**
- 3) **Psychologically Impacted Property and Megan's Law**
- 4) **Hazard Insurance** (Property insurability)
- 5) **Environmental Risks**, including, but not limited to soil, air, water, hydrocarbon, chemical, carbon, asbestos, mold, radon gas, lead-based paint
- 6) **Roof**, structural members, roof decking, coverings and related components
- 7) **Home Inspection**

Buyer's Initials km Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

Property Address **2206 W 6Th Ave, Stillwater, Ok 74074**

- 8) **Structural Inspection**
- 9) **Fixtures, Equipment and Systems Inspection.** All fixtures, equipment and systems relating to plumbing (including sewer/septic system and water supply), heating, cooling, electrical, built-in appliances, swimming pool, spa, sprinkler systems, and security systems
- 10) **Termites and other Wood Destroying Insects Inspection**
- 11) **Use of Property.** Property use restrictions, building restrictions, easements, restrictive covenants, zoning ordinances and regulations, mandatory Homeowner Associations and dues
- 12) **Square Footage.** Buyer shall not rely on any quoted square footage and shall have the right to measure the Property.
- 13) _____

C. TREATMENTS, REPAIRS AND REPLACEMENTS (TRR).

- 1) **TREATMENT OF TERMITES AND OTHER WOOD DESTROYING INSECTS.** Treatment and repair cost in relation to termites and other wood destroying insects shall be limited to the residential structure, garage(s) and other structures as designated in Paragraph 13 of the Contract and as provided in subparagraph C2b below.
- 2) **TREATMENTS, REPAIRS, AND REPLACEMENTS REVIEW.** Buyer or Buyer's Broker, if applicable, within 24 hours after expiration of the time period referenced in Paragraph 7A of the Contract, shall deliver to Seller, in care of the Seller's Broker, if applicable, a copy of all written reports obtained by Buyer, if any, pertaining to the Property and Buyer shall select one of the following:
 - a. If, in the sole opinion of the Buyer, results of Investigations, Inspections or Reviews are unsatisfactory, the Buyer may cancel the Contract by delivering written notice of cancellation to Seller, in care of Seller's Broker, if applicable, and receive refund of Earnest Money.
 - OR**
 - b. Buyer, upon completion of all Investigations, Inspections and Reviews, waives Buyer's right to cancel as provided in 7C2a above, by delivering to Seller, in care of Seller's Broker, if applicable, a written list on a Notice of Treatments, Repairs, and Replacements form (TRR form) of those items to be treated, repaired or replaced (including repairs caused by termites and other wood destroying insects) that are not in normal working order (defined as the system or component functions without defect for the primary purpose and manner for which it was installed. Defect means a condition, malfunction or problem, which is not decorative, that will have a materially adverse effect on the value of a system or component).
 - i. Buyer and Seller shall have _____ days (7 days if blank) after the Seller's or Seller's Broker, if applicable, receipt of the completed TRR form to negotiate the Treatment, Repair, or Replacement items. If a written agreement is reached, Seller shall complete all agreed Treatments, Repairs, or Replacements prior to the Closing Date at Seller's expense (unless otherwise agreed to in writing). If a written agreement is not reached within the time specified in this provision, the Contract shall terminate and the Earnest Money returned to the Buyer.

D. EXPIRATION OF BUYER'S RIGHT TO CANCEL CONTRACT.

- 1) Failure of Buyer to complete one of the following within the time periods in Investigations, Inspections, or Reviews Paragraph shall constitute acceptance of the Property regardless of its condition:
 - a. Perform any Investigations, Inspections or Reviews;
 - b. Deliver a written list on a TRR form of items to be treated, repaired and replaced; or
 - c. Cancel the Contract
- 2) After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, Buyer's inability to obtain a loan based on unavailability of hazard insurance coverage shall not relieve the Buyer of the obligation to close transaction.
- 3) After expiration of the time periods in Investigations, Inspections and Reviews Paragraph, any square footage calculation of the dwelling, including but not limited to appraisal or survey, indicating more or less than quoted, shall not relieve the Buyer of the obligation to close this transaction.

E. INSPECTION OF TREATMENTS, REPAIRS AND REPLACEMENTS AND FINAL WALK-THROUGH.

- 1) Buyer, or other persons Buyer deems qualified, may perform re-inspections of Property pertaining to Treatments, Repairs and Replacements.
- 2) Buyer may perform a final walk-through inspection, which Seller may attend. Seller shall deliver Property in the same condition as it was on the date upon which Contract was signed by Buyer (ordinary wear and tear excepted) subject to Treatments, Repairs and Replacements.
- 3) All inspections and re-inspections shall be paid by Buyer, unless prohibited by mortgage lender.

Buyer's Initials  Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

Property Address **2206 W 6Th Ave, Stillwater, Ok 74074**

8. RISK OF LOSS. Until transfer of Title or transfer of possession, risk of loss to the Property, ordinary wear and tear excepted, shall be upon Seller; after transfer of Title or transfer of possession, risk of loss shall be upon Buyer. (Parties are advised to address insurance coverage regarding transfer of possession prior to Closing.)

9. ACCEPTANCE OF PROPERTY. Buyer, upon accepting Title or transfer of possession of the Property, shall be deemed to have accepted the Property in its then condition. No warranties, expressed or implied, by Sellers, Brokers and/or their associated licensees, with reference to the condition of the Property, shall be deemed to survive the Closing.

10. TITLE EVIDENCE.

A. SELLER'S EXPENSE. Seller, at Seller's expense shall complete within thirty (30) days prior to Closing Date, agrees to make available to Buyer the following:

- 1) A complete and current surface-rights-only Abstract of Title, certified by an Oklahoma-licensed and bonded abstract company;

OR

A copy of Seller's existing owner's title insurance policy issued by a title insurer licensed in the State of Oklahoma together with a supplemental and current surface-rights-only abstract certified by an Oklahoma-licensed and bonded abstract company;

- 2) A current Uniform Commercial Code Search Certificate.

B. BUYER'S EXPENSE. Buyer, at Buyer's expense, shall obtain:

(Check one)

- ☐ Commitment for issuance of a title insurance policy based on an Attorney's Title Opinion which is rendered for the title insurance purposes for the Owner's or Lender's title insurance policy.

OR

- ☒ Attorney's Title Opinion, which is not rendered for title insurance purposes.

C. LAND OR BOUNDARY SURVEY OR REPORT. Seller agrees that Buyer, at Buyer's expense, may have a licensed surveyor enter upon the Property to perform:

(Check one)

- ☐ a Land or Boundary (Pin Stake) Survey, or

- ☒ a Mortgage Inspection Report

- ☐ Buyer elects not to receive any Land or Boundary Report/Survey or Mortgage Inspection Report, unless required by Title or law

The (1) Abstract of Title, (2) Commitment for Title Insurance or Attorney's Title Opinion, (3) the Uniform Commercial Code Search Certificate, and (4) the Survey or Mortgage Inspection Report, if selected, collectively constitutes the "Title Evidence".

D. BUYER TO EXAMINE TITLE EVIDENCE.

- 1) Buyer shall have ten (10) days after receipt to examine the Title Evidence and to deliver Buyer's objections to Title to Seller or Seller's Broker, if applicable. In the event the Title Evidence is not made available to Buyer within ten (10) days prior to Closing Date, said Closing Date shall be extended to allow Buyer the ten (10) days from receipt to examine the Title Evidence.
- 2) Buyer agrees to accept title subject to: (i) utility easements serving the property, (ii) building and use restrictions of record, (iii) set back and building lines, (iv) zoning regulations, and (v) reserved and severed mineral rights, which shall not be considered objections for requirements of Marketable Title.

E. SELLER TO CORRECT ISSUES WITH TITLE (IF APPLICABLE), POSSIBLE CLOSING DELAY. Upon receipt by Seller, or in care of Seller's Broker, if applicable, of any title requirements reflected in an Attorney's Title Opinion or Title Insurance Commitment, based upon the standards of marketable title set out in the Title Examination Standards of the Oklahoma Bar Association, the Parties agree to the following:

- 1) At Seller's option and expense, Seller may cure title requirements identified by Buyer; and
- 2) Delay Closing Date for _____ days [thirty (30) days if blank], or a longer period as may be agreed upon in writing, to allow Seller to cure Buyer's Title requirements. In the event Seller cures Buyer's objection prior to the delayed Closing Date, Buyer and Seller agree to close within five (5) days of notice of such cure. In the event that Title requirements are not cured within the time specified in this subparagraph, the Buyer may cancel the Contract and Seller and Buyer authorize the holder of the Earnest Money to release the Earnest Money to the Buyer and the Contract shall terminate.

F. Upon Closing, any existing Abstract(s) of Title owned by Seller, shall become the property of Buyer.

11. TAXES, ASSESSMENTS AND PRORATIONS.

A. General ad valorem taxes for the current calendar year shall be prorated through the date of closing, if certified.

Buyer's Initials LM Buyer's Initials _____ Seller's Initials _____ Seller's Initials _____

Property Address **2206 W 6Th Ave, Stillwater, Ok 74074**

However, if the amount of such taxes has not been fixed, the proration shall be based upon the rate of levy for the previous calendar year and the most current assessed value available at the time of Closing.

- B. The following items shall be paid by Seller at Closing: (i) Documentary Stamps; (ii) all utility bills, actual or estimated; (iii) all taxes other than general ad valorem taxes which are or may become a lien against the Property; (iv) any labor, materials, or other expenses related to the Property, incurred prior to Closing which is or may become a lien against the Property.
- C. At Closing all leases, if any, shall be assigned to Buyer and security deposits, if any, shall be transferred to Buyer. Prepaid rent and lease payments shall be prorated through the date of Closing.
- D. If applicable, membership and meters in utility districts to include, but not limited to, water, sewer, ambulance, fire, garbage, shall be transferred at no cost to Buyer at Closing.
- E. If the property is subject to a mandatory Homeowner's Association, dues and assessments, if any, based on most recent assessment, shall be prorated through the date of Closing. Any fees or costs associated with a statement of Homeowner's Association proof of current status and/or transfer of Homeowner's Association membership would be at expense of Seller.
- F. All governmental and municipal special assessments against the property (matured or not matured), not to include Homeowner's Association special assessments, whether or not payable in installments, shall be paid in full by Seller at Closing.

12. RESIDENTIAL SERVICE AGREEMENT.

(Check one)

- A. ☒ The Property shall not be covered by a Residential Service Agreement.
- B. ☐ Seller currently has a Residential Service Agreement in effect on the Property. Seller, at Seller's expense, shall transfer the agreement with one (1) year coverage to the Buyer at Closing.
- C. ☐ The Property shall be covered by a Residential Service Agreement selected by the Buyer at an approximate cost of \$ _____. Seller agrees to pay \$ _____ and Buyer agrees to pay the balance.

The Seller and Buyer acknowledge that the real estate broker(s) may receive a fee for services provided in connection with the Residential Service Agreement.

Buyer acknowledges that a Residential Service Agreement does not replace/substitute Property inspection rights.

13. ADDITIONAL PROVISIONS.

Seller to treat for wood destroying organisms if found by inspector.

Contract contingent on final approval from the City Council scheduled March 4, 2024.

If City Council does not approve the purchase of the property, the \$1,900 Earnest Money will be returned to the City of Stillwater.

- 14. **MEDIATION.** Any dispute arising with respect to the Contract shall first be submitted to a dispute resolution mediation system servicing the area in which the Property is located. Any settlement agreement shall be binding. In the event an agreement is not reached, the Parties may pursue legal remedies as provided by the Contract.
- 15. **CHOICE OF LAW AND FORUM:** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or principles that would cause the application of the laws of any jurisdiction other than the State of Oklahoma. The Parties agree that any legal action brought for any disputes, claims, and causes of action arising out of or related to this Contract shall be decided in a Oklahoma State Court in the County in which the Property is located or a Federal Court having jurisdiction over the County in which the Property is located.
- 16. **BREACH AND FAILURE TO CLOSE.** Seller or Buyer shall be in breach of this Contract if either fails to comply with any material covenant, agreement, or obligation within the time limits required by this Contract. **TIME IS OF THE ESSENCE IN THIS CONTRACT.**
 - A. **UPON BREACH BY SELLER.** If the Buyer performs all of the obligations of Buyer, and Seller fails to convey the Title or fails to perform any other obligations of the Seller under this Contract, then Buyer shall be entitled to: (i) terminate this Contract, return the abstract to Seller and receive a refund of the Earnest Money, or (ii) pursue any other remedy available at law or in equity, including specific performance.
 - B. **UPON BREACH BY BUYER.** If at any time prior to closing the Buyer's Earnest Money should fail for lack of delivery or lack of collection pursuant to Paragraph 2, then Seller may, at Seller's option, elect to do one of the following: (i) terminate this Contract upon delivery of written notice of termination to Buyer, or Buyer's Broker, if applicable, (ii) pursue any other remedy available at law or in equity, or (iii) enter into a written agreement between Buyer and Seller modifying the terms of Paragraph 2 to cure the lack of delivery or lack of collection of the Earnest Money. If, after the Seller has performed Seller's obligation under this Contract, and Buyer fails to provide funding, or fails to perform any other obligations of the Buyer under this Contract, then the Seller may, at Seller's option, cancel and terminate this Contract and retain all sums paid by the Buyer, but not to exceed 5% of the purchase price, as liquidated damages, or pursue any other remedy available at law or in equity, including specific performance.

Buyer's Initials LM

Buyer's Initials _____

Seller's Initials _____

Seller's Initials _____

Property Address **2206 W 6Th Ave, Stillwater, Ok 74074****17. INCURRED EXPENSES AND RELEASE OF EARNEST MONEY.**

- A. INCURRED EXPENSES.** Buyer and Seller agree that any expenses, incurred on their behalf, shall be paid by the Party incurring such expenses and shall not be paid from Earnest Money.
- B. RELEASE OF EARNEST MONEY.** Except where the release of Earnest Money is authorized by the Parties under Section 7.C.2)b.i. and Section 10.E.2, in the event a dispute arises prior to the release of Earnest Money held in escrow, the escrow holder shall retain said Earnest Money until one of the following occur:
- 1) A written release is executed by Buyer and Seller agreeing to its disbursement;
 - 2) Agreement of disbursement is reached through Mediation;
 - 3) Interpleader or legal action is filed, at which time the Earnest Money shall be deposited with the Court Clerk; **or**
 - 4) The passage of thirty (30) days from the date of final termination of the Contract has occurred and options 1), 2) or 3) above have not been exercised; Broker escrow holder, at Broker's discretion, may disburse Earnest Money. Such disbursement may be made only after fifteen (15) days written notice to Buyer and Seller at their last known address stating the escrow holder's proposed disbursement.
 - 5) In the event Earnest Money is held in escrow at a title company, the Earnest Money may only be released pursuant to paragraph 17(B)(1), (2), or (3).

18. DELIVERY OF ACCEPTANCE OF OFFER OR COUNTEROFFER. The Buyer and Seller authorize their respective Brokers, if applicable, to receive delivery of an accepted offer or counteroffer, and any related addenda and/or documents.

19. NON-FOREIGN SELLER. Seller represents that at the time of acceptance of this contract and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax Act of 1980 (26 USC Section 1445(f) et. Sec) ("FIRPTA"). If either the sales price of the property exceeds \$300,000.00 or the buyer does not intend to use the property as a primary residence then, at the Closing, and as a condition thereto, Seller shall furnish to Buyer an affidavit, in a form and substance acceptable to Buyer, signed under penalty of perjury containing Seller's United States Social Security and/or taxpayer identification numbers and a declaration to the effect that Seller is not a foreign person within the meaning of Section "FIRPTA."

20. BUYER AFFIDAVIT COMPLIANCE. Buyer represents that at the time of submission of this purchase offer and at the time of Closing, Buyer is either (a) a U.S. Citizen, Native American, or non-citizen / alien who is or shall become a bona fide resident of the State of Oklahoma, or (b) a business entity or trust in compliance with 60 O.S. § 121-122. Buyer further represents that Buyer is eligible to execute the required Affidavit of Land or Mineral Ownership provided by the Attorney General of the State of Oklahoma as required by 60 O.S. § 121.

21. TERMINATION OF OFFER. The above Offer shall automatically terminate on _____ at _____ ☐ a.m. / ☐ p.m. (check one), unless withdrawn prior to acceptance or termination.

OFFER REJECTED AND SELLER IS NOT MAKING A COUNTEROFFER _____, 20____

Seller's Signature **David J Newsome**Seller's Signature **Linda L Newsome****22. EXECUTION BY PARTIES.****AGREED TO BY BUYER:**

City of Stillwater, Oklahoma 2/27/2024

Buyer's Printed Name _____ Date _____

Kimberly Meek
Buyer's Signature _____

a municipal corporation
Buyer's Printed Name _____ Date _____

Buyer's Signature _____

Buyer's Printed Name _____ Date _____

Buyer's Signature _____

AGREED TO BY SELLER:

David J Newsome
Seller's Printed Name _____ Date _____

Seller's Signature _____

Linda L Newsome
Seller's Printed Name _____ Date _____

Seller's Signature _____

Seller's Printed Name _____ Date _____

Seller's Signature _____

Buyer's Initials DM Buyer's Initials _____

Seller's Initials _____ Seller's Initials _____

Property Address **2206 W 6Th Ave, Stillwater, Ok 74074****ASSOCIATE INFORMATION****BUYER'S BROKER/ASSOCIATE:****Cheryl C Martin** **148191**Name and **OREC** Associate License Number**ARC Realty OK****OREC** Company Name**206055****OREC** Company License Number**117 W McElroy Rd, Stillwater, OK 74075**

Company Address

(405)338-9613

Company Phone Number

cherylcmartin1@gmail.com

Associate Email

Associate Phone Number

SELLER'S BROKER/ASSOCIATE:**Cheryl Carpenter Martin**Name and **OREC** Associate License Number**Arc Realty OK****OREC** Company Name**206055****OREC** Company License Number**117 W. McElroy Rd., Stillwater, OK 74075**

Company Address

(405)880-7354

Company Phone Number

cherylcmartin1@gmail.com

Associate Email

(405)880-7354

Associate Phone Number

Buyer's Initials  Buyer's Initials _____

Seller's Initials _____ Seller's Initials _____

Property Address **2206 W 6Th Ave, Stillwater, Ok 74074**

OKLAHOMA REAL ESTATE COMMISSION

DISCLOSURE TO BUYER OF BROKERAGE DUTIES, RESPONSIBILITIES AND SERVICES

This notice may be part of or attached to any of the following:

- ☐ Buyer Brokerage Agreement
 ☐ Exchange Agreement
☒ Contract of Sale of Real Estate
 ☐ Option Agreement
 ☐ Other _____

1. Duties and Responsibilities. A Broker who provides Brokerage Services to one or both parties shall describe and disclose in writing the Broker's duties and responsibilities prior to the party or parties signing a contract to sell, purchase, option, or exchange real estate.

A Broker shall have the following duties and responsibilities which are mandatory and may not be abrogated or waived by a Broker, whether working with one party, or working with both parties:

- a. treat all parties to the transaction with honesty and exercise reasonable skill and care;
- b. unless specifically waived in writing by a party to the transaction:
 1. receive all written offer and counteroffers;
 2. reduce offers or counteroffers to a written form upon request of any party to a transaction; and
 3. present timely all written offers and counteroffers.
- c. inform, in writing, the party for whom the Broker is providing Brokerage Services when an offer is made that the party will be expected to pay certain closing costs, Brokerage Service costs and the approximate amount of the costs;
- d. keep the party for whom the Broker is providing Brokerage Services informed regarding the transaction;
- e. timely account for all money and property received by the Broker;
- f. keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a Broker without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the Broker. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:
 1. that a party or prospective party is willing to pay more or accept less than what is being offered,
 2. that a party or prospective party is willing to agree to financing terms that are different from those offered,
 3. the motivating factors of the party or prospective party purchasing, selling, optioning or exchanging the property, and
 4. information specifically designated as confidential by a party unless such information is public.
- g. disclose information pertaining to the Property as required by Residential Property Condition Disclosure Act;
- h. comply with all requirements of the Oklahoma Real Estate Code and all applicable statutes and rules;
- i. when working with one party or both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.

2. Brokerage Services provided to both parties to the transaction. The Oklahoma broker relationships law (Title 59, Oklahoma Statutes, Section 858-351 - 858-363) allows a real estate Firm to provide Brokerage Services to both parties to the transaction. This could occur when a Firm has contracted with a Seller to sell their property and a prospective Buyer contacts that same Firm to see the property. If the prospective Buyer wants to make an offer on the property, the Firm must now provide a written notice to both the Buyer and Seller that the Firm is now providing Brokerage Services to both parties to the transaction. The law states that there are mandatory duties and responsibilities that must be performed by the broker for each party.

3. Broker providing fewer services. If a Broker intends to provide fewer Brokerage Services than those required to complete a transaction, the Broker shall provide written disclosure to the party for whom the Broker is providing services. The disclosure shall include a description of those steps in the transaction that the Broker will not provide and state that the Broker assisting the other party in the transaction is not required to provide assistance with these steps in any manner.

4. Confirmation of disclosure of duties and responsibilities. The duties and responsibilities disclosed by the Broker shall be confirmed in writing by each party in a separate provision, incorporated in or attached to the contract to purchase, option or exchange real estate.

I understand and acknowledge that I have received this notice on 26th day of February, 2024.

Buyer's Printed Name City of Stillwater, Oklahoma

Buyer's Signature Kimberly Meek

Buyer's Printed Name a municipal corporation

Buyer's Signature _____

APPENDIX A. RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

Notice to Seller: Oklahoma Law (the "Residential Property Condition Disclosure Act," Title 60, O.S., §831 et seq., effective July 1, 1995) requires Sellers of 1 and/or 2 residential dwelling units to complete this form. A Seller must complete, sign and date this disclosure form and deliver it or cause it to be delivered to a purchaser as soon as practicable, but in any event no later than before an offer is accepted by the Seller. If the Seller becomes aware of a defect after delivery of this statement, but before the Seller accepts an offer to purchase, the Seller must deliver or cause to be delivered an amended disclosure statement disclosing the newly discovered defect to the Purchaser. If the disclosure form or amendment is delivered to a Purchaser after an offer to purchase has been made by the Purchaser, the offer to purchase shall be accepted by the Seller only after a Purchaser has acknowledged receipt of this statement and confirmed the offer to purchase in writing.

Notice to Purchaser: The declarations and information contained in this disclosure statement are not warranties, express or implied of any kind, and are not a substitute for any inspections or warranties the Purchaser may wish to obtain. The information contained in this disclosure statement is not intended to be a part of any contract between the Purchaser and Seller. The information and statements contained in this disclosure statement are declarations and representations of the Seller and are not the representations of the real estate licensee.

"Defect" means a condition, malfunction, or problem that would have a materially adverse effect on the monetary value of the property, or that would impair the health or safety of future occupants of the property. 59 O.S. Section 832(9).

LOCATION OF SUBJECT PROPERTY 2206 W 6Th Ave, Stillwater, Ok 74074

INGHAM'S ADD BLK 6 LOT 15

SELLER IS IS NOT X OCCUPYING THE SUBJECT PROPERTY.

Instructions to the Seller: (1) Answer ALL questions. (2) Report known conditions affecting the property. (3) Complete this form yourself. (4) If an item is not on the property, or will not be included in the sale, mark "None/Not Included." If you do not know the facts, mark "Do Not Know if Working." (5) The date of completion by you may not be more than 180 days prior to the date this form is received by a purchaser.

ARE THE ITEMS LISTED BELOW IN NORMAL WORKING ORDER?

Appliances/Systems/Services (Continued on Page 2)	Working	Not Working	Do Not Know if Working	None/Not Included
Sprinkler System				X
Swimming Pool				X
Hot Tub/Spa				X
Water Heater <u> </u> Electric <u>X</u> Gas <u> </u> Solar	X			
Water Purifier				X
Water Softener <u> </u> Leased <u> </u> Owned				X
Sump Pump				X
Plumbing	X			
Whirlpool Tub				X
Sewer System <u>X</u> Public <u> </u> Septic <u> </u> Lagoon	X			
Air Conditioning System <u> </u> Electric <u>X</u> Gas <u> </u> Heat Pump	X			
Window Air Conditioner(s)				X
Attic Fan	X			
Fireplaces				X
Heating System <u> </u> Electric <u>X</u> Gas <u> </u> Heat Pump	X			
Humidifier				X
Ceiling Fans	X			
Gas Supply <u>X</u> Public <u> </u> Propane <u> </u> Butane	X			
Propane Tank <u> </u> Lease <u> </u> Owned				X
Electric Air Purifier				X
Garage Door Opener				X
Intercom				X
Central Vacuum				X
Security System <u> </u> Rent <u>X</u> Own <u> </u> Monitored <u> </u> Financed	X			

APPENDIX A RPCD STATEMENT (1-1-2023)

Page 1 of 4

Buyer's Initials LM Buyer's Initials

Seller's Initials DW Seller's Initials

Arc Realty OK, 117 W. McElroy Rd. Stillwater OK 74075
Cheryl Carpenter Martin

Phone: 4058807354
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Fax: 4053389614
www.lwolf.com

2206 6th

LOCATION OF SUBJECT PROPERTY 2206 W 6Th Ave, Stillwater, Ok 74074
INGHAM'S ADD BLK 6 LOT 15

Appliances/Systems/Services (Continued from Page 1)	Working	Not Working	Do Not Know if Working	None/Not Included
Smoke Detectors	X			
Dishwasher	X			
Electrical Wiring	X			
Garbage Disposal	X			
Gas Grill				X
Vent Hood	X			
Microwave Oven				X
Built-in Oven/Range	X			
Kitchen Stove	X			
Trash Compactor				X
Solar Panels & Generators ☐ Leased ☐ Owned ☐ Financed				X
Source of Household Water ☒ Public ☐ Well ☐ Private/Rural District	X			

IF YOU ANSWERED Not Working to any items on page one, please explain. Attach additional pages with your signature.

Zoning and Historical

1. Property is zoned: **(Check One)** ☒ residential ☐ commercial ☐ historical ☐ office ☐ agricultural
☐ industrial ☐ urban conservation ☐ other ☐ unknown
2. Is the property designated as historical or located in a registered historical district or historic preservation overlay district?
(Check One) ☐ Yes ☐ No ☒ Unknown

Flood and Water

	Yes	No
3. What is the flood zone status of the property? _____		
4. Are you aware if the property is located in a floodway as defined in the Oklahoma Floodplain Management Act?		X
5. Are you aware of any flood insurance requirements concerning the property?		X
6. Are you aware of any flood insurance on the property?		X
7. Are you aware of the property being damaged or affected by flood, storm run-off, sewer backup, draining or grading defects?		X
8. Are you aware of any surface or ground water drainage systems which assist in draining the property, e.g. "French Drains?"		X
9. Are you aware of any occurrence of water in the heating and air conditioning duct system?		X
10. Are you aware of water seepage, leakage or other draining defects in any of the improvements on the property?		X
Additions/Alterations/Repairs (Continued on Page 3)	Yes	No
11. Are you aware of any additions being made without required permits?		X
12. Are you aware of any previous foundation repairs?		X
13. Are you aware of any alterations or repairs having been made to correct defects?		X
14. Are you aware of any defect or condition affecting the interior or exterior walls, ceilings, roof structure, slab/foundation, basement/storm cellar, floors, windows, doors, fences or garage?		X
15. Are you aware of the roof covering ever being repaired or replaced during your ownership of the property?		X

APPENDIX A RPCD STATEMENT (1-1-2023)

Page 2 of 4

Buyer's Initials LM **Buyer's Initials** _____

Seller's Initials DW **Seller's Initials** UN

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

2206 6th

LOCATION OF SUBJECT PROPERTY 2206 W 6Th Ave, Stillwater, Ok 74074
INGHAM'S ADD BLK 6 LOT 15

Additions/Alterations/Repairs (Continued on Page 2)	Yes	No
16. Approximate age of roof covering, if known _____ number of layers, if known _____		
17. Do you know of any current defects with the roof covering?		X
18. Are you aware of treatment for termite or wood-destroying organism infestation?		X
19. Are you aware of a termite bait system installed on the property?		X
20. If yes, is it being monitored by a licensed exterminating company? If yes, annual cost \$ _____		X
21. Are you aware of any damage caused by termites or wood-destroying organisms?		X
22. Are you aware of major fire, tornado, hail, earthquake or wind damage?		X
23. Have you ever received payment on an insurance claim for damages to residential property and/or any improvements which were not repaired?		X
24. Are you aware of defects pertaining to sewer, septic, lateral lines or aerobic system?		X
Environmental	Yes	No
25. Are you aware of the presence of asbestos?		X
26. Are you aware of the presence of radon gas?		X
27. Have you tested for radon gas?		X
28. Are you aware of the presence of lead-based paint?		X
29. Have you tested for lead-based paint?		X
30. Are you aware of any underground storage tanks on the property?		X
31. Are you aware of the presence of a landfill on the property?		X
32. Are you aware of the existence of hazardous or regulated materials and other conditions having an environmental impact?		X
33. Are you aware of the existence of prior manufacturing of methamphetamine?		X
34. Have you had the property inspected for mold?		X
35. Are you aware of any remedial treatment for mold on the property?		X
36. Are you aware of any condition on the property that would impair the health or safety of the occupants?		X
37. Are you aware of any wells located on the property?		X
38. Are you aware of any dams located on the property? If yes, are you responsible for the maintenance of that dam? Yes _____ No _____		X
Property Shared in Common, Easements, Homeowner's Associations and Legal	Yes	No
39. Are you aware of features of the property shared in common with the adjoining landowners, such as fences, driveways, and roads whose use or responsibility has an effect on the property?		X
40. Other than utility easements serving the property, are you aware of any easements or right-of-ways affecting the property?		X
41. Are you aware of encroachments affecting the property?		X
42. Are you aware of a mandatory homeowner's association? Amount of dues \$ _____ Special Assessment \$ _____ Payable: (check one) _____ monthly _____ quarterly _____ annually Are there unpaid dues or assessments for the property? _____ YES _____ NO If yes, what is the amount? \$ _____ Manager's Name _____ Phone Number _____		X
43. Are you aware of any zoning, building code or setback requirement violations?		X
44. Are you aware of any notices from any government or government-sponsored agencies or any other entities affecting the property?		X
45. Are you aware of any surface leases, including but not limited to agricultural, commercial or oil and gas?		X

APPENDIX A RPCD STATEMENT (1-1-2023)

Page 3 of 4

Buyer's Initials LA **Buyer's Initials** _____

Seller's Initials DJN **Seller's Initials** UN

LOCATION OF SUBJECT PROPERTY 2206 W 6Th Ave, Stillwater, Ok 74074
INGHAM'S ADD BLK 6 LOT 15

Property Shared in Common, Easements, Homeowner's Associations and Legal (Continued from Page 3)	Yes	No
46. Are you aware of any filed litigation or lawsuits directly or indirectly affecting property, including a foreclosure?		X
47. Is the property located in a fire district which requires payment? If yes, amount of fee \$ _____ Paid to Whom _____ Payable: (check one) _____ monthly _____ quarterly _____ annually		X
48. Is the property located in a private utility district? Check applicable _____ Water _____ Garbage _____ Sewer _____ Other _____ If other, explain _____ Initial membership fee \$ _____ Annual membership fee \$ _____ (if more than one utility attach additional pages)		X
Miscellaneous	Yes	No
49. Are you aware of other defect(s) affecting the property not disclosed above?		X
50. Are you aware of any other fees or dues required on the property that you have not disclosed?		X

If you answered YES to any of the items on pages 2-4, list the item number(s) and explain. If needed, attach additional pages with your signature(s), date(s) and location of the subject property.

On the date this form is signed, the seller states that based on seller's **CURRENT ACTUAL KNOWLEDGE** of the property, the information contained above is true and accurate.

Are there any additional pages attached to this disclosure? ☐ YES ☒ NO. If yes, how many? _____

DocuSigned by: <u>David J Newsome</u> Seller's Signature	1/27/2024 Date	DocuSigned by: <u>UNDA L NEWSOME</u> Seller's Signature	1/27/2024 Date
--	-------------------	---	-------------------

A real estate licensee has no duty to the Seller or the Purchaser to conduct an independent inspection of the property and has no duty to independently verify the accuracy or completeness of any statement made by the Seller in the disclosure statement.

The Purchaser understands that the disclosures given by the Seller on this statement are not a warranty of condition. The Purchaser is urged to carefully inspect the property, and, if desired, to have the property inspected by a licensed expert. For specific uses, restrictions and flood zone status, contact the local planning, zoning and/or engineering department. The Purchaser acknowledges that the Purchaser has read and received a signed copy of this statement. This completed acknowledgement should accompany an offer to purchase on the property identified. This is to advise that this disclosure statement is not valid after 180 days from the date completed by the Seller.

DocuSigned by: <u>Kimberly Meek</u> Purchaser's Signature	2/27/2024 Date	Purchaser's Signature	Date
---	-------------------	-----------------------	------

The disclosure and disclaimer statement forms and the Oklahoma Residential Property Condition Disclosure Act information pamphlet are made available at the Oklahoma Real Estate Commission website www.orec.ok.gov.

APPENDIX A RPCD STATEMENT (1-1-2023)

Page 4 of 4

Buyer's Initials <u>DA</u>	Buyer's Initials _____	Seller's Initials <u>DJN</u>	Seller's Initials _____
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Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com 2206 6th

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property 2206 W 6Th Ave
Address: Stillwater, Ok 74074

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) DS LM Purchaser has received copies of all information listed above.

(d) DS LM Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) DS LM received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) DS CM Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: _____
David J Newsome
 Seller Date 1/22/2024

David J Newsome

DocuSigned by: _____
Kimberly Meek
 Purchaser Date 2/27/2024

Kimberly Meek

DocuSigned by: _____
Cheryl Carpenter Martin
 Agent Date 1/22/2024

Cheryl Carpenter Martin

DocuSigned by: _____
Linda L Newsome
 Seller Date 1/22/2024

Linda L Newsome

Purchaser Date

DocuSigned by: _____
Cheryl C Martin
 Agent Date 2/26/2024

Cheryl C Martin

PROPERTY ADDRESS

2206 W 6Th Ave, Stillwater, Ok 74074

OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract; if not understood, seek advice from an attorney.***ACKNOWLEDGMENT AND CONFIRMATION OF DISCLOSURES**

It is hereby confirmed that prior to entering into Contract, the following items (as applicable) have been disclosed and/or delivered:

Buyer acknowledges and confirms that the Broker providing brokerage services to the Buyer has described and disclosed their duties and responsibilities to the Buyer prior to the Buyer signing this Contract.

- ☒ (Applicable for in-house transactions only) Buyer acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Buyer acknowledges receipt of Residential Property Condition Disclosure or Disclaimer Form (as applicable to residential real property improved with not less than one nor more than two dwelling units) pursuant to Title 60 O.S., Section 831-839:

- ☒ Buyer has received a Residential Property Condition Disclosure Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- ☐ Buyer has received a Residential Property Condition Disclaimer Statement Form (completed and signed by the Seller) and dated within 180 days of receipt.
- ☐ This transaction is exempt from disclosure requirements pursuant to Title 60, O.S., Section 838.
- ☐ Disclosure not required under the Residential Property Condition Disclosure Act.

Buyer acknowledges receipt of Lead-Based Paint/Hazards Disclosures with Appropriate Acknowledgment (if property constructed before 1978)

- ☒ Buyer has signed the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form, which has been signed and dated by Seller and applicable Licensee(s), and has also received a copy of the Lead-Based Paint Pamphlet titled "Protect Your Family From Lead in Your Home."
- ☐ Property was constructed in 1978 or thereafter and is exempt from this disclosure.
- ☐ The subject of this transaction is not a residential dwelling and does not require a disclosure on Lead-Based Paint/Hazards.

Buyer acknowledges and confirms the above and further, Buyer acknowledges receipt of Estimate of Costs associated with this transaction and acknowledges that a Contract Guide has been made available to the Buyer in print, or at www.orec.ok.gov.

Buyer/Tenant Name (Printed): City of Stillwater, OklahomaBuyer/Tenant Name (Printed): a municipal corporation

Buyer/Tenant Signature: _____

DocuSigned by:

Kimberly Meek

Buyer/Tenant Signature: _____

Dated: 2/27/2024

Dated: _____

Seller acknowledges and confirms that the Broker providing brokerage services to the Seller has described and disclosed their duties and responsibilities to the Seller prior to the Seller signing this Contract.

- ☒ (Applicable for in-house transactions only) Seller acknowledges and confirms that the broker is providing brokerage services to both Parties to the transaction prior to the Parties signing this Contract.

Seller further acknowledges receipt of Estimate of Costs associated with this transaction and that a Contract Guide has been made available to the Seller in print, or at www.orec.ok.gov.

Seller/Landlord Name (Printed): David J NewsomeSeller/Landlord Name (Printed): Linda L Newsome

Seller/Landlord Signature: _____

DocuSigned by:

David J Newsome

Seller/Landlord Signature: _____

LINDA L NEWSOMEDated: 3/4/2024

93E6306C626E41C...

Dated: 3/4/2024

845F37879B454E7...

Buyer's Initials LM

Buyer's Initials _____

Seller's Initials DW

Seller's Initials _____

LN

CONFIRMATION OF DISCLOSURES (01-01-2024) This form was created by the Oklahoma Real Estate Contract Form Committee and approved by the Oklahoma Real Estate Commission. Page 1 of 1

OKLAHOMA REAL ESTATE COMMISSION*This is a legally binding Contract; if not understood, seek advice from an attorney.***SINGLE FAMILY MANDATORY HOMEOWNERS' ASSOCIATION**

This supplement, which is attached to and part of the Oklahoma Uniform Contract of Sale of Real Estate, relates to the following described real estate:

2206 W 6Th Ave, Stillwater, Ok 74074

INGHAM'S ADD BLK 6 LOT 15

- 1. INSPECTION OF COMMON ELEMENTS AND REVIEW OF DOCUMENTS.** Seller, or Seller's Broker, if applicable, within five (5) days from the Time Reference Date shall deliver to Buyer, in care of Buyer's Broker, if applicable, the Declaration, (Real Estate Development Act, O.S. Title 60, Section 851, et. seq.), Restrictive Covenants, Bylaws of the Owners' Association, a copy of the Owners' Association annual budget reflecting the current monthly assessment(s) for maintenance and common expense allocable to the Property, the Project Plot Plan, Unit Plan, and the Rules and Regulations adopted by the Board of Directors of the Owners' Association, if any (the "Documents").

Buyer, within the time provided in the Investigations, Inspections and Review Paragraph of the Contract of Sale of Real Estate, shall examine the Documents and make an inspection of those common areas of the Project which are maintained and/or operated by the Owners' Association. If Buyer objects to the provisions of the Documents, or if any item of the common elements does not meet the Buyer's approval, Buyer shall have the right to cancel this Contract as provided in the Investigations, Inspections and Review Paragraph of the Contract of Sale of Real Estate.

- 2. HOMEOWNERS' ASSOCIATION REPAIR OBLIGATIONS.** If repairs are required as a result of inspections accomplished per the Investigations, Inspections and Review Paragraph of the Contract of Sale of Real Estate and if such repairs are the responsibility of the Owners' Association, the Seller shall obtain a repair commitment letter from the Owners' Association, and subject to lender's acceptance of said commitment letter, the Closing shall not be delayed and Buyer and Seller agree to close per the Investigations, the Inspections and Review Paragraph of the Contract of Sale of Real Estate.

DocuSigned by:

2/27/2024

Kimberly Meek
Buyer's Signature

Date

Buyer's Signature

Date

DocuSigned by:

1/22/2024

David J Newsome
Seller's Signature

Date

David J Newsome

DocuSigned by:

1/22/2024

Linda L Newsome
Seller's Signature

Date

Linda L Newsome

OKLAHOMA REAL ESTATE COMMISSION

ESTIMATED COST TO BUYER

2206 W 6Th Ave

Estimated P&I (Subject to lock of interest rate by lender)

Property Address Stillwater, Ok 74074

P&I _____ (_____ % Interest* _____ No. Years)

Sales Price 190,000.00

P&I _____ (_____ % Interest* _____ No. Years)

Loan Amount _____

PMI, MIP, MMI _____

MIP/VA fee (if financed) _____

Insurance _____

Total Loan _____

Taxes _____

Dues _____ (Monthly dues of Condo/HOA; not escrowed)

Closing Date March 27, 2024

Other _____

Total _____ Estimated monthly payment

	CONV	FHA	VA	ASSUMP	CASH
Down Payment, Equity or Cash					

Broker's FeeCommission 6.000 %**Items Payable in Connection with Loan**

Loan Origination Fee _____ %					
Loan Discount _____ %					
Appraisal Fee					
Credit Report					
Lenders Inspection Fee					
Assumption and/or Transfer Fee					
Tax Service Fee					
Shipping Fee					
Underwriting Fee					
Document Prep/Processing Fee					
Flood Certificate					
VA Funding Fee (if not financed)					

Items Required by Lender to be Paid in Advance

Prepaid Interest _____ Days @ \$ _____ per day					
Mortgage Insurance Premium (if not financed)					
Hazard Insurance Premium (1 year)					
Flood Insurance Premium (1 year)					

Reserves Deposited with Lender

Hazard Insurance (3 months)					
County Property Taxes (3 months)					
Flood Insurance (3 months)					

Buyer's Initials  Buyer's Initials _____

2206 W 6Th Ave

Estimated Cost to Buyer - Page 2-Property Address Stillwater, Ok 74074

CONV

FHA

VA

ASSUMP

CASH

Title Charges

Settlement or Closing Fee					175.00
Abstract of Title Search after Closing					
Title Examination					300.00
Title Insurance Binder					
Attorney's Fees					
Title Insurance - Owner & Lender					
Lenders coverage only					
Owners coverage only					
Gap Check					50.00

Government Recording and Transfer Charges

Recording Fees					35.00
Mortgage Certification					

Additional Settlement Charges

Wood Infestation Inspection					105.00
Fixtures, Equipment & System Inspections					
Structural Inspection					
Environmental Inspection					
Roof, pool, spa Inspections					
Survey or Mortgage Inspection Report					215.00
Home Warranty Policy					
Condo/Homeowner's Assoc. Dues-payable					

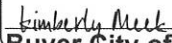
Assumption Only

Purchase Escrow Account					
Next Month's Payment					

Total Estimated Expenses					880.00
Less Buyer's Costs Paid By Seller					
Less Earnest Money Deposit					
Less Seller's Interest in Arrears					
Less Seller's Tax Prorations					
Balance Due (Cashier Check or Wire Transfer)					880.00

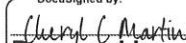
THE ABOVE FIGURES ARE ESTIMATED closing costs furnished on the date indicated below and may vary from those at transfer of deed. Lender's charges WILL vary from different institutions.

Buyer's Acknowledgement: I understand these figures are approximate and may differ from those at closing.

DocuSigned by:

 Buyer City of Stillwater, Oklahoma Date 2/27/2024

ARC Realty OK
 Company Name

Buyer a municipal corporation Date

DocuSigned by:

 Prepared by Cheryl C Martin Date 2/26/2024

Buyer's Initials  Buyer's Initials _____

2/27/2024

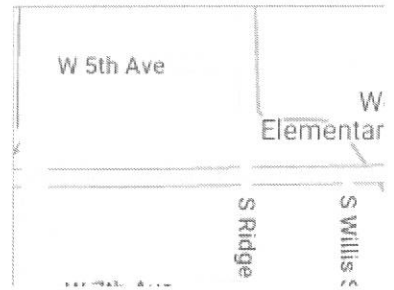
ALL FIELDS CUSTOMIZABLE 2



2206 6th

MLS # 129018
Class RESIDENTIAL
Type Single Family
Area Southwest
Listing Price \$193,000
Address 2206 W 6th Avenue
City Stillwater
State OK
Zip 74074
Status Active
Sale/Rent For Sale
IDX Include Y

Bedrooms # of 3
Full Baths # of 1
Half Baths # of 1
Garage Capacity 1
Garage Type Attached Carport
Levels 1



GENERAL

VOW Include	Yes	VOW Address	Yes
VOW Comment	Yes	VOW AVM	Yes
Prospect Reserved Y/N	No	VRC Y/N	No
Listing Date	1/26/2024	Expiration Date	7/26/2024
Owner	Newsome, David J & Linda L TTEE	Approx Year Built (M/L)	1961
County	Payne	Zoning	Small Lot Single Family Stw
School	Westwood Elementary	Subdivision	Ingham Addition
Lot Dimensions (M/L)	75x140	Directions	From new Stillwater Statue (Western and 6th), Second house east of empty lots. The vaant lots can be utilized to park for showings.
Dining Room	Off Kitchen	Utility Room	Yes
Approx SqFt (M/L)	1,508	SqFt Source	Assessor
Flood Insurance	No	In City 100-Yr Flood Area	No
Legal Description	INGHAM'S ADD BLK 6 LOT 15	Associated Document Count	3
Agent Hit Count	39	Client Hit Count	10
Virtual Tour	Virtual Tour	Update Date	2/21/2024
Status Date	1/27/2024	HotSheet Date	2/20/2024
Price Date	2/20/2024	Input Date	1/27/2024 4:12 PM
General Date	1/26/2024	Original Price	\$223,000
Days On Market	27		

FEATURES

EXTERIOR	SEWER	INT/EXT FEATURES	SHOWING INSTRUCTIONS
Brick Veneer	City	Patio	Call Office
ROOF	HEATING	Slab	Lock Box
Composition	Forced Air	FENCE	Occupied
STREET SURFACE	HEATING FUEL	Front	DOCUMENTS ON FILE/ONLINE
Paved	Natural Gas	Back	Restrictive Cvn
ELECTRIC	COOLING	Metal	Slr Disclosure
City	Central	Wood	REALTOR.COM
GAS	APPLIANCES	Partial	Yes
Natural	Oven		
WATER	Cook Top		
City	Dishwasher		

FINANCIAL

Taxes\$	\$2,131.00	Tax Year	2023
Homestead Y/N	Yes	Assoc. Dues	None
Assessments	None	Avg. Monthly Utility \$	\$274.58
Terms	Cash to Seller		

REMARKS

Remarks Located just blocks from Oklahoma State University and Westwood Elementary, this brick, 3 bedroom, 1 ½ bath home sits on a super-sized lot. The kitchen has gorgeous original cabinetry, is spacious and includes an eat-in dining area. There is also a separate room between the living room and kitchen, which could be used as a formal dining room or office. The large bedrooms have great closets! The previous owners installed new, energy and noise efficient windows. The kitchen is spacious and has beautiful, original cabinetry. The utility room includes the washer and dryer. Enjoy the outdoors from the huge covered back patio and fenced yard. Per owners, the driveway can easily park 3 vehicles with plenty of space to maneuver without having to move cars out of the way. North of the carport is a well-maintained storage building.

MLS #: 129018



Budget Amendment Request

For Budget Year 2024

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

Office: 405.372.0025
Web: stillwater.org

Date: 03/26/2024

Department: City Manager's Office

Requested by: Brady Moore

Explanation:

Expenditures:

Increase budget appropriations for real estate property purchase at 2206 W. 6th for required right-of-way in the Highway 51 expansion project. Funding is from the Transportation Sales Tax Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	6th St. Land Acquisition	2604035 - 54014	22TR17260	\$ 0	\$ 193,000	\$ 193,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 193,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Chuch

Date: 3-29-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 1, 2024



Agenda Item:	4.d. CC-24-31
Previous/Related Action:	N/A
Background/Issue:	• 12th Avenue between Western Road east to nearly Willis Street is a three-lane and between Willis Street and Duck Street is a four-lane arterial with no dedicated turn lanes. • Several future developments, which will generate significant traffic volumes, are currently in the planning stages along the south side of this 12th Avenue corridor between Western Road and Knoblock Street. • City staff desire a solution for the ingress, egress and traffic flow along this corridor to support the future developments.
Proposal/Solution:	• The City is currently under contract with a design firm, Kimley-Horn, who is highly qualified to perform traffic study analyses as well as the geometric roadway design required for this corridor. • Staff has negotiated a \$79,400 amendment with Kimley-Horn to provide professional services for the necessary traffic study and geometric analyses along the 12th Avenue Health Corridor.
Financial Source/Impact:	Funds will be appropriated from Transportation Sales Tax.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Authorize the City Manager to execute design amendment and related documents; • Authorize \$87,500 in project expenditures for the study and contingency; and • Approve the associated Budget Amendment to appropriate this funding.
Prepared By:	Brady Moore, Deputy City Manager

Reviewed By:

Candy Staring
Teresa Kadavy
Brady Moore

Submitted By:

Kimberly Meek, City Manager

Attachments

1. Engineering - Health Corridor - 3.25.2024 - Expenditure CS signed
2. 20240313-12TH HEALTH CORR-Exhibit K Amendment 04_Final KH Signed



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

Budget Amendment Request
For Budget Year 2024

Office: 405.372.0025
Web: stillwater.org

Date: 03/14/2024

Department: Transportation Requested by: Candy Staring

Expenditures:

Increase budget appropriations for Amendment #4 with Kimley-Horn to provide professional services for the 12th Avenue Health Corridor Study. Funding is from the Transportation Sales Tax fund.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Pavement Reconstruction	2604035 - 54020	24TR06260	\$ 0	\$ 87,500	\$ 87,500
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 87,500

Date: 13 March 2024

Reviewed by Department Manager: Candy Staring

Reviewed by Finance: Date:

Approved by CMO: Approved by City Council: ☐ Yes ☐ No

Processed by Finance: Date:

Set ID: Date Sent to SA&I: Date:

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 21, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 04

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: September 21, 2020
- b. Owner: City of Stillwater, Oklahoma/Stillwater Utilities Authority
- c. Engineer: Kimley-Horn and Associates, Inc.
- d. Project: College Gardens Water and Sewer Line Improvements

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

See Attachment 1 for description of additional services.
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: n/a
- c. The responsibilities of Owner are modified as follows: n/a
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - 1) Traffic Circulation Study - \$49,700 (Lump Sum)
 - 2) Geometric Layouts - \$22,100 (Lump Sum)
 - 3) Bridge Evaluation - \$7,600 (Lump Sum)
- e. The schedule for rendering services is modified as follows:

See Attachment 1 for Amendment 4 schedule.
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows: n/a

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>1,642,400.00</u>
b. Net change for prior amendments:	\$ <u>328,800.00</u>
c. This amendment amount:	\$ <u>79,400.00</u>
d. Adjusted Agreement amount:	\$ <u>2,050,600.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Stillwater, Oklahoma/Stillwater
Utilities Authority

ENGINEER: Kimley-Horn and Associates, Inc.

By: Kimberly Meek

Title: City Manager/General Manager

Date Signed: _____



By: Bradley J. Hill

Title: Regional Contract Lead

Date Signed: March 13, 2024

ATTACHMENT 1
Amendment 4 (W 12th Avenue Health Corridor Study – Stillwater, OK) to
Professional Services Agreement for 21WL04 College Gardens Water
and Sewer Line Improvements

Additional Services Understanding

Engineer understands the Owner desires to study the 12th Avenue Health Corridor from Western Road to Duck Street for traffic impacts from the planned athletic complex and YMCA development south and east of the Stillwater Medical Center. Recommendations for improvements may include the addition of turn lanes, traffic signals, and conceptual roadway layouts for the sports complex.

Subject Study Area



Additional Services

Engineer will provide the services specifically set forth below.

Task 1 – Traffic Circulation Study

Task 1.1 – Existing Traffic Data Collection

Traffic Study Extents: W 12th Avenue corridor from S Western Street to S Duck Street.

Existing Data Collection: To include the following:

- Collect 12 hour turning movement counts at up to four (4) intersections. Peak hour turning movement counts will include vehicle classifications and pedestrian/bicycle traffic. This data collection is anticipated at the following intersections:
 1. W 12th Avenue at S Blakely Street
 2. W 12th Avenue at S Blakely Street
 3. W 12th Avenue at S Adams Street
 4. W 12th Avenue at Stillwater Medical Plaza – East Driveway
 5. W 12th Avenue at S Washington Street
 6. W 12th Avenue at S Duck Street
- Collect three (3) 24-hour hose counts at a location along W 12th Avenue near the turning movement counts above.
- Perform a field audit of the corridor to observe traffic and intersection operations during peak hours and existing roadway widths.

ATTACHMENT 1
Amendment 4 (W 12th Avenue Health Corridor Study – Stillwater, OK) to
Professional Services Agreement for 21WL04 College Gardens Water
and Sewer Line Improvements

Task 1.2 – Trip Generation and Site Circulation Analysis

Existing and Future Traffic Volume Development: This task includes the following:

- Review historic traffic volumes provided in the area compared to collected traffic volumes to determine average annual traffic growth
- Review provided conceptual site plans for intensity of development
- Review proposed develops in the area that could contribute to peak hour study area traffic
- Forecast future traffic for site opening and a horizon year (2026 and 2034) utilizing trip generation and distribution based on the proposed developments and a background traffic growth rate

Evaluation: Review intersection operations and capacity. This task includes the following:

- Perform peak hour intersection analysis for the corridor using Synchro 11™ for analysis for both existing and the future forecasted traffic scenarios
- Perform corridor link level analysis based on the existing and forecasted traffic volumes

Circulation Analysis: This task includes the following:

- Develop up to three (3) ingress/egress routing scenarios for further review, including cross connections with different access points and well as utilizing the roadway network differently
- Review internal circulation within the site for potential improvements including parking lot layout, circulation, drive isle configuration, etc.

Task 1.3 – Intersection Geometry and Traffic Signal Warrant Analysis

Evaluation: Review geometry and signal warrant. This task includes the following:

- Refine up to two (2) site circulation concepts for further review
- Evaluate proposed intersection operations and potential modifications
- Perform a traffic signal warrant analysis at up to four (4) intersections based on the traffic signal volume warrants based on the latest edition of the MUTCD

Recommendations: Develop intersection geometry and intersection traffic control recommendations based on the traffic analysis performed as part of this task.

Meetings: Prepare for and attend up to two (2) meetings, to discuss the analysis and proposed improvements with the Owner and answer questions.

Task 1.4 – Technical Memorandum

Engineer will prepare a brief technical memorandum for internal use by the Owner. The technical memorandum will document the analysis of Task 1.1-1.3, findings, and recommendations. The raw data and analysis findings will be included as attachments to the technical memorandum, as appropriate. Engineer will respond to one (1) round of comments to finalize the technical memorandum.

Task 2 – Geometric Layouts

Task 2.1 – Entrance/Exit Geometric Roadway Layout Options

Engineer will prepare conceptual geometric layout options for utilizing the S Washington Avenue driveway as an entrance/exit for the complex. This will include options for how to connect the realigned roadway with the Fitness/Aquatics Center parking lot. Two additional entrance/exit roadway layouts shall also be

ATTACHMENT 1
Amendment 4 (W 12th Avenue Health Corridor Study – Stillwater, OK) to
Professional Services Agreement for 21WL04 College Gardens Water
and Sewer Line Improvements

prepared with one coming through an extension of S Blakely Street to the south and east to connect to the southwest corner of the complex and the second one as a back entrance/exit to the complex through S West Street. A conceptual opinion of probable construction cost (OPCC) shall be prepared for each layout option and shall include the roadway network within the complex but shall exclude adjacent parking.

Task 2.2 – Turn Lane Recommendations for W 12th Avenue

Engineer will prepare conceptual turn lane improvement layouts and traffic signal improvements based on the results of the traffic study for the W 12th Avenue and S Washington Street intersection along with a conceptual OPCC.

Deliverables: One (1) PDF of conceptual plan layouts and OPCC in both PDF and Excel format.

Meetings: Prepare for and attend up to two (2) meetings, to discuss roadway layout options with the Owner and answer questions.

Task 3 – Bridge Evaluation

Task 3.1 – Site Visit

Engineer will conduct field reconnaissance and collect data including visual observation and a photographic record of notable existing features of the bridge over the concrete drainage channel on S West Street south of W 13th Avenue (NBI 32841).

Task 3.2 – Condition Survey Report

Engineer will prepare a Condition Survey Report based off field reconnaissance and data collected. This task includes the following:

- Prepare existing typical sections for inclusion in Condition Survey Report
- Evaluate load rating bridge based on historical inspection data, field observations, proposed future use, and as-builts provided by the Owner
- Develop Condition Survey Report and supporting documentation, including recommendations and OPCC for improvements or replacement

Deliverables: One (1) PDF of Condition Survey Report and OPCC in both PDF and Excel format.

Meetings: Prepare for and attend up to one (1) virtual meeting, to review recommendations with the Owner and answer questions.

Schedule

Traffic data collection, the draft traffic analysis and bridge evaluation shall be submitted within one month of receiving Notice to Proceed. Upon receiving Owner feedback from the Owner review meeting, the final traffic analysis, draft conceptual layouts and OPCC shall be submitted within two weeks. Upon receiving Owner feedback from the Owner review meeting, final conceptual layouts and OPCC shall be submitted within one week.



Stillwater Housing Authority

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

sha@stillwaterhousing.org | www.stillwaterhousing.org

February 28, 2024

Ms. Kimberly Meek, City Manager
City Manager's Office
P.O. Box 1449
Stillwater, OK 74074

Dear Ms. Meek,

The Housing Authority of the City of Stillwater is requesting a waiver of the FY2024 PILOT payment to the City of Stillwater. The payment waiver for FY 2023 would be approximately \$8798.02, however the final amount is to be determined based on the shelter rent for 2024. The City of Stillwater has waived the PILOT in past years and these monies have been used in the past to train residents towards self-sufficiency and other physical needs for public housing. Currently HUD is only paying 87% of our operations budget due to the continuing resolution, and the SHA must use reserve money to pay HUD's portion. The SHA will use the PILOT to offset this budget discrepancy and improve the SHA affordable housing areas in our city.

The Stillwater Housing Authority always takes pride in its relationship with the City of Stillwater and appreciates city staff, our city council, and your support and assistance in making affordable housing available to all citizens of the City of Stillwater.

Sincerely,

Toni L. Broyles

Toni Broyles
Executive Director

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 1, 2024



Agenda Item:	4.f. CC-24-32
Previous/Related Action:	CC-23-74 CC-23-171 CC-21-235
Background/Issue:	In December 2021, the Stillwater City Council made a significant decision by approving the purchase of a Motorola public safety radio solution. This solution aims to enhance inter-agency interoperability and inter-county interoperability, fostering better communication among various agencies. Additionally, it enables the City of Stillwater to effectively utilize the OK-WIN system. The Oklahoma Wireless Information Network (OK-WIN) is a statewide, multiple-site, digital 800 MHz trunked public safety communications radio system. It covers most of the state of Oklahoma, connecting communities through Land Mobile Radio (LMR) communications. By adopting this Motorola solution and leveraging the OK-WIN system, the City of Stillwater is taking a proactive step toward efficient and effective public safety communication.
Proposal/Solution:	Approve the agreement and authorize the Mayor to sign the agreement and corresponding appendices.
Financial Source/Impact:	There are no costs associated with this agreement.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to approve the LMR services agreement with DPS, OMES, and the City of Stillwater; and authorize the Mayor to sign the agreement and corresponding appendices.
Prepared By:	Rob Hill, Emerg.Mgmt. Dir.
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. OKWIN LMR SA - Final
2. OKWIN LMR SA - Appendix A

3. OKWIN LMR SA - Appendix B
4. OKWIN LMR SA - Appendix C
5. OKWIN LMR SA - Appendix D
6. OKWIN LMR SA - Appendix E



OKWIN LMR SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as “Agreement”) is entered into between the City of Stillwater, Oklahoma, a political subdivision (hereafter “Entity”) and the State of Oklahoma (hereafter “State”) by and through the Office of Management and Enterprise Services (hereafter “OMES”) on behalf of the Oklahoma Department of Public Safety (hereafter “DPS” and collectively together, “Parties”), effective April 1, 2024 (the “Effective Date”). This Agreement represents the entire agreement between the Entity and State and supersedes all prior written and oral agreements between the Entity and State with respect to the subject matter herein.

WHEREAS, pursuant to certain duties set forth in 62 O.S. §34.11.1 et seq., the State Chief Information Officer, together with the Information Services Division of OMES as set forth in 62 O.S. §§ 34.12, 34.19, and 34.21, shall establish, implement, and enforce policies and procedure for the development and procurement of an interoperable radio communications system for state agencies. The State Chief Information Officer shall work with local governmental entities in developing the interoperable radio communications system; and

WHEREAS, pursuant to 62 O.S. §35.6.2, the Land Mobile Radio Public Safety Interoperability Cooperative (hereinafter referred to as “LMR-PSIC”) is established to focus on unifying, stabilizing and enhancing the infrastructure and capabilities for the land mobile radio public safety system communications for the State and shall collaborate with other public agencies, public entities and other interested parties having public safety radio communications requirements and resources; and

WHEREAS, pursuant to 74 O.S. §51.1a, the Oklahoma Office of Homeland Security shall establish minimum standards and protocols for acquisition, development, or enhancement of public safety communications technologies.

WHEREAS, the Oklahoma Wireless Information Network (hereinafter referred to as “OKWIN”) shall be used for public safety communications and to improve statewide interoperable communications.

NOW THEREFORE, the Parties are entering into this Agreement for the purpose of setting forth their respective duties and responsibilities in connection with the operation and maintenance of the OKWIN, and as such this Agreement shall encompass the Land Mobile Radio (“LMR” herein) services offered to the Entity by the State on behalf of the OKWIN. In furtherance of this Agreement, the Parties do hereby state as follows:

I. Definitions.

For purposes of this Agreement, the Parties hereby set forth the following definitions:

- a. “Agreement” means this document and all appendices, amendments, modifications, addenda and renewals thereof.
- b. “Entity” means one of the following who is a party to this Agreement and designated herein as an Entity:
 - i. Any governmental office, association, agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division body of any branch of a government, instrumentality, committee, public trust, and any entity specified as a political



subdivision of the State pursuant to the Governmental Tort Claims Act or other entity designed to act on behalf of a political subdivision;

- ii. Any sovereign American Indian Tribe, or an out of state county or municipality or governmental entity in its state of origin; and
 - iii. Any organization or association authorized to utilize contracts awarded by the State via a multistate or multi-government contact.
- c. “Fleet-Mapping” means a process through which the ROC organizes and provisions Radio IDs and Talkgroup IDs to an Entity with an active agreement with the State.
 - d. “GOS” means Grade of Service, the percent chance that a site request will result in an unacceptable busy indication, typically of three seconds or longer, based on the busiest hour or site usage as averaged over the term of the Agreement.
 - e. “ID Assignment Agreement” is a written transfer agreement between the transferor & transferee whereby transferor assigns to transferee all transferor’s rights and assigns Radio IDs and/or Talkgroup IDs operating on the OKWIN.
 - f. “Management Control” means access and administrative permissions to alter or make configuration changes within the span of control authorized by the State.
 - g. “Master Site” means the digital controller and associated technology, owned by the State, residing in the City of Tulsa Public Safety Center located at 801 East Oklahoma Street, Tulsa, Oklahoma 74106.
 - h. “Mutual aid” means a talkgroup available to any public safety entity operating on OKWIN for incident command during planned and unplanned events, such as wildfires or pursuits.
 - i. “OKWIN” means Oklahoma Wireless Information Network; a digital trunked LMR communication system dedicated to public safety for the benefit of the Entities herein defined.
 - j. “Radio Unit” means a mobile, fixed, or portable radio communication device.
 - k. “ROC” means State Radio Operation Center that monitors operations and maintenance activities, performs administrative tasks, and serves as the help desk for the OKWIN. Contact the ROC by email at okwin@dps.ok.gov or by phone at 405-425-7233.
 - l. “Talkgroup” means a virtual radio channel created for a trunked radio system, such as OKWIN, that allows a group of Radio Units to talk, hence talkgroup.

II. Tiers of LMR Services Available Under OKWIN:

The State offers multiple tiers of service under the OKWIN. This section provides a brief overview of all levels of service available to the Entity. **Pursuant to the specifications in Appendix A, the Entity has selected Tier I, II, III LMR services from the State.** If and to the extent any LMR Services provision is duplicated and addresses the same or substantially the same subject matter but does not create an actual conflict, the higher tier is deemed to supersede the lower tier(s).

- a. Tier I LMR Services: Subscriber.
 - i. Tier I LMR services references the subscriber tier, in which the Entity procures their Radio Units and subscribes to the OKWIN. The Entity shall be granted access to mutual aids and



any assigned or authorized Talkgroups. Assigned Talkgroups shall be restricted by the ROC to coverage adequate for their jurisdiction.

- ii. The ROC shall authorize, assign, and manage Radio ID and Talkgroup ID Fleet-Mapping for the Entity. The Entity shall ensure Radio Units are programmed with a valid Radio ID. Duplicate Radio IDs or unauthorized Radio IDs are subject to being inhibited or disabled by the ROC without notice. The ROC shall notify Entity within 72 hours of any inhibited or disabled Radio IDs.
- iii. Furthermore, the ROC shall maintain a minimum GOS of 3%. The Entity's request for Radio ID's or Talkgroup ID's, including change requests to Talkgroup profiles that expand coverage, may result in the Entity being required to purchase additional hardware or software to maintain the minimum GOS of 3%.
- iv. The Entity assumes all cost and responsibility for purchasing, tuning and maintaining Radio Units operating on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated.
- v. The Entity accepts all responsibility and agrees to maintain their Radio Units to the manufacturer's specifications.
- vi. The Entity shall provide to the State a complete inventory of all Radio Units assigned a Radio ID. The information provided shall include, at a minimum, the manufacturer, model, and serial number of each Radio Unit and the assigned Radio ID.
- vii. The Entity shall not interface a Radio Unit with a gateway or other bridging device without prior written approval from the ROC. Failure to notify and obtain written approval from the ROC may result in any associated Radio IDs being disabled without notice. The Entity shall notify the ROC of any undisclosed interfaces immediately upon discovery. Furthermore, failure to disclose such interfaces in good faith may result in termination of this Agreement and revocation of access to the OKWIN.
- viii. The Entity shall notify the ROC of any lost or stolen Radio Unit within twenty-four (24) hours of knowing or having reason to suspect a lost or stolen Radio Unit.
- ix. The Entity is solely responsible for emergency alarm activation monitoring. The emergency alarm feature shall be disabled if the Radio Unit is not monitored. Furthermore, the ROC is not liable for emergency alarm monitoring.

b. Tier II LMR Services: Wireline Console.

- i. Tier II LMR Services references a wireline console directly wired to OKWIN. The wireline console tier applies to an Entity with a console using a direct physical connection to the OKWIN or connected through a Console Sub-System Interface. The Entity shall be granted access to mutual aids and any assigned or authorized Talkgroups.
- ii. The ROC shall authorize and assign Site IDs for console sites.



- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating wireline console sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity accepts all responsibility and agrees console sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the console site and the Master Site.
- vi. The Entity is solely responsible for emergency alarm activation monitoring. Furthermore, the ROC is not liable for emergency alarm monitoring.

c. Tier III LMR Services: Infrastructure Proprietor.

- i. Tier III LMR services references services provided to an Entity that is the proprietor of Infrastructure. The infrastructure proprietor tier applies to an Entity with a LMR tower site(s) using a direct physical connection to the OKWIN and that shall provide expanded coverage or greater density of coverage for the OKWIN. The ROC shall be responsible for management control.
- ii. The ROC shall authorize and assign Site IDs for radio tower sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.



- vi. The ROC shall perform Management Control of all assigned sites, Radio IDs, and Talkgroup IDs on behalf of the Entity. Furthermore, the ROC shall maintain a minimum GOS of 3%.
- vii. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

d. Tier IV LMR Services: Infrastructure Manager.

- i. The Tier IV LMR services apply to an infrastructure manager tier where an Entity with a radio tower site(s) uses a direct physical connection to the OKWIN and provides expanded coverage or greater density of coverage for the OKWIN. The Entity is responsible for management control of their sites and associated technology. System level management control shall be coordinated and approved by and through the ROC.
- ii. The ROC shall authorize and assign Site IDs for radio tower sites.
- iii. The Entity assumes all cost and responsibility for purchasing, maintaining, and operating radio sites on the OKWIN to include hardware or software upgrades as may be necessary from time to time. The State, through the LMR-PSIC, shall make the final determination if any upgrades are to be required for continued access to OKWIN and a timeline for when such requirements shall be mandated. Furthermore, the State shall provide six (6) months prior written notice to the Entity for any improvements or enhancements that result in required hardware or software upgrades on the part of the Entity. In the event an improvement or enhancement for which six (6) months prior written notice is, in the reasonable opinion of both Parties, insufficient, the Parties shall reach a mutually agreed upon extension.
- iv. The Entity agrees all radio tower sites and associated technology shall be maintained to the manufacturer's specifications.
- v. The Entity assumes all cost and responsibility for providing and maintaining connectivity to the Master Site. The ROC is not liable for outages related to connectivity between the radio tower site and the Master Site.
- vi. The Entity shall retain Management Control of all assigned sites, Radio IDs, and Talkgroup IDs. Furthermore, the Entity shall maintain a minimum GOS of 3%.
- vii. The Entity may transfer its rights and assigned Radio IDs and/or Talkgroup IDs to other entities operating primarily on radio tower sites assigned to the Entity, but Entity assumes all responsibility and liability for those entities. Furthermore, the Entity shall have ID Assignment Agreements with other Entities to whom they transfer their rights and assigned Radio IDs and/or Talkgroup IDs operating on the OKWIN. A copy of all such agreements shall be provided to the primary and secondary contacts listed in Appendix B. These contacts shall also be notified upon the termination or renewal of any of these agreements so that all assigned Radio IDs and Talkgroup IDs can be accounted for.
- viii. The Parties agree to minimize the number of Radio Units roaming into the exclusive domain of the other and shall obtain approval from same for such exceptions. In the event excessive roaming causes GOS degradation in excess of 3%, both the Entity and the State



shall cooperate to resolve the matter in the most effective way to preserve public safety communications and to improve statewide interoperable communications.

- ix. The Entity shall be issued an advanced system key(s) for the OKWIN. The issued advanced system key(s) shall be set to expire after one (1) year and shall be renewed each year thereafter so long as the Entity has an active Agreement with the State for Tier IV LMR services. Furthermore, the Entity shall not distribute or grant access to the issued advanced system key to other parties without prior written consent from the State.
- x. The Entity agrees to participate in the Change Management Process for the OKWIN that governs the notification and approval of change requests with potential impact to programs and software, hardware, or any other voice and data processing service related to the OKWIN. The Change Management Process is further laid out in Appendix D and is incorporated into this Agreement by reference.
- xi. The Entity is solely responsible for emergency alarm activation monitoring. The ROC is not liable for emergency alarm monitoring.

III. Miscellaneous.

- a. The Entity shall comply with all applicable federal and state statutes, laws, rules, and regulations, including but not limited to those of the Federal Communications Commission, as well as any policies or procedures issued by the State in regards to the OKWIN. Furthermore, the Entity acknowledges that, should any federal and/or state statutes, laws, rules, regulations, or policies and procedures change during the term of this Agreement and if this change necessitates a modification of the Agreement, the parties shall amend the Agreement in writing to include those changes.
- b. The Entity shall cooperate with, lend assistance to, and provide all information requested by the ROC.
- c. Pursuant to 62 O.S. §34.32 the State shall obtain an information security risk assessment to identify vulnerabilities associated with the OKWIN each year. The Entity acknowledges and agrees to cooperate and provide access for State assessors to inspect and review all components of the OKWIN, regardless of location. At a minimum, State assessors will perform the following as part of the risk assessment:
 - i. Review policies and processes, including but not limited to, audit logs, backups, generator checks, and security training;
 - ii. Review of physical security at selected facilities, such as doors, fences, cameras, locks and lighting, and review of technical security controls at the system and network layers; and
 - iii. Execute applicable tools, such as Nessus, Nap, antivirus logs, active directory, and router configuration, to check for vulnerabilities.

Furthermore, the Entity acknowledges and agrees to correct any findings, subject to appropriations availability, resulting from the information security risk assessment upon being notified, within a reasonable period as recommended by State assessors, of the deficit associated with the Entity and



shall provide a written notice to the ROC when the findings are corrected. Failure to correct any findings may result in termination of the Agreement.

- d. All notices required or allowed pursuant to the terms hereof shall be in writing, which may be via electronic mail, and shall be deemed delivered when actually received by the applicable contact, as set forth herein.

IV. Notices.

All notices with regards to this Agreement [or any ID Assignment Agreement referenced in subsection II (d) (vii) herein] shall be sent to all parties listed in Appendix B. All notifications shall be made in writing to the addresses listed therein.

V. Rate and Fee Schedule.

The State retains the option to implement a rate and fee schedule as set forth by the LMR-PSIC to support life cycle management of the OKWIN on the condition that implementation of any such schedule shall be preceded by written amendment of the parties.

VI. Term.

The initial contract period shall begin on the Effective Date and shall extend through One (1) Year (the “Initial Term”) with five (5) annual renewals, renewing automatically each year, unless terminated in accordance with applicable contract provisions or timely notice of non-renewal is issued. By mutual consent of the Parties hereto, it is intended that there shall be five (5) automatic annual renewals, subject to the terms and conditions set forth herein, each for duration of one (1) year.

After the Initial Term, the Agreement will annually renew automatically. Prior to each renewal, the State shall subjectively consider the value of this Agreement to the State. If the State determines changes are required as a condition precedent to renewal, the State and Entity will cooperate in good faith to evidence such required changes in an Amendment.

The terms of this Agreement and any purchase order issued for multiple years under this Agreement are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Agreement, or any other contract document, either of the Parties may terminate its obligations under this Agreement if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Agreement. The decision by a Party concerning whether sufficient appropriations are available shall be accepted by, and be final and binding on, the other Party.

VII. Termination

- a. Termination for Cause
 - i. The Entity may terminate this Agreement in whole or in part for default or any other just cause upon a sixty (60) days written notification to the State. The State may terminate this



Agreement in whole or in part for default or any other just cause upon a sixty (60) day written notification to the Entity.

- ii. The State may terminate this Agreement immediately, in whole or in part, without a sixty (60) day written notice to the Entity, when violations are found to be an impediment to the function of the State and detrimental to the cause of an Entity, when conditions preclude the sixty (60) day notice, or when the State determines that an administrative error occurred prior to Agreement performance.
- iii. If this Agreement or certain obligations hereunder are terminated, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for payment for products provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

b. Termination for Convenience

- i. The State may terminate this Agreement, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Agreement by delivering to the Entity a notice of termination for convenience specifying the terms and effective date of termination. The Agreement termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State.
- ii. The Entity may terminate this Agreement, in whole or in part, for convenience if notification is made in writing to the primary and secondary contacts listed in Appendix B as follows:
 - 1. For Tier I and/or Tier II Services, notification of termination must be made two (2) months in advance.
 - 2. For Tier III and/or Tier IV Services, notification of termination must be made four (4) months in advance.
- iii. If this Agreement or certain obligations hereunder are terminated pursuant to this section, the State, or Entity, as applicable and subject to Appendix "C", shall be liable only for products provided or services rendered and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

VIII. Negotiated Terms.

- a. The Parties have negotiated additional terms and responsibilities of LMR services and certain other terms of this Agreement as set forth in the following appendices to this Agreement, the terms of which are attached hereto and incorporated herein:

Appendix A	Additional Terms and Responsibilities
Appendix B	Contact Information



Appendix C	Dispute Process and Resolution
Appendix D	Change Management Process
Appendix E	Signatory Authorization

If any subject matter or provision is addressed in multiple documents, the most recent provision is deemed to supersede the earlier version.

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IN WITNESS WHEREOF, each of the Parties has entered into and caused its duly authorized representative to execute this Agreement.

STATE OF OKLAHOMA

**CITY OF STILLWATER,
OKLAHOMA
a political subdivision**

Authorized Signatory (See Appendix E)

William H. Joyce, Mayor

Date

Date

ATTEST

Teresa Kadavy, City Clerk

APPROVED

Kimberly Carnley, City Attorney



APPENDIX “A”

Additional Terms and Responsibilities

I. Additional Terms.

- a. The Entity shall be granted the following LMR Services: Tier I, Tier II, and Tier III.
- b. The Entity shall be allocated seven hundred fifty (750) Radio ID’s within the range of 5,700,001 through 5,700,750. (See Trunked Radio User licensing below). All Radio ID’s outside of the allocated range shall be vacated within one (1) year of the Agreement.
- c. The Entity shall be allocated thirty-four (34) Talkgroup ID’s within the range of 80000235, 80000251 through 80000281, 80000465 through 80000493, 80001273 and 80003455 through 80003457. The Talkgroup ID’s range shall be determined as soon as practicable and will be set by written amendment to this Appendix “A.” All Talkgroup ID’s outside of the allocated range shall be vacated within one (1) year of the Agreement.
- d. The Entity shall be licensed for the following:
 - i. EXPAND 7.17 M CORE
 - ii. UNC Additional Device License (10);
 - iii. Classic Data – P25 Trunking Site (1);
 - iv. ASTRO 25 FDMA Site License (1);
 - v. P25 Phase 2 TDMA Trunking Operation Site (1);
 - vi. Phase 2 Dynamic TG Assignment Site (1);
 - vii. P25 Phase 2 TDMA SW Base Radio (6);
 - viii. Phase 2 Dynamic CH Base Radio (6);
 - ix. MCC7500 Console Licenses (2 units of 5 each);
 - x. Radio User Licenses (500);

II. State Responsibilities.

- a. The State shall notify the Entity’s Primary Contact or Secondary Contact of any site visits with reasonable advance notice prior to the visit. The Entity understands that emergencies are excluded.
- b. The State shall not allow any subscribers outside of Payne County access to any talkgroups or towers without prior written approval from the system administrators of the Entity and Payne County.
- c. The State shall provide, upon written request of the Entity, any and all reports needed on tower site usage, loading, and capabilities.
- d. The Entity understands and acknowledges that the State’s contracted repair and service provider will have keys to access the Entity’s site for emergency responses and/or repairs.



III. Entity Responsibilities.

- a. The Entity and Payne County shall share responsibilities for the PCMA Talkgroups.
- b. The Entity understands and acknowledges that they shall buy a license if the current count of Radio User Licenses is exceeded as identified in Section I(d)(x) of this Appendix A.

IN WITNESS THEREOF, each of the Parties further agrees to these additional terms and responsibilities as outlined herein.

STATE OF OKLAHOMA

CITY OF STILLWATER, OKLAHOMA
a political subdivision

Authorized Signatory (See Appendix E)

William H. Joyce, Mayor

Date

Date



APPENDIX "B"

Contact Information

With respect to issues related to the Agreement and performance thereof, the following persons at State and the Entity, respectively, are the primary and secondary contacts:

State Primary and Secondary Contact:

Primary Contact: Nicholas Carrao
Title: Director of Communications & Electronic Services
Address: 728 E I-240 Service Road, Oklahoma City, OK 73149
Telephone: (405) 425-7237
E-mail: Nicholas.Carrao@dps.ok.gov

Secondary Contact: James Rinta
Title: Deputy Director of Communications & Electronic Services
Telephone: (405) 425-7218
E-mail: James.Rinta@dps.ok.gov

Entity Primary and Secondary Contact:

Primary Contact: Rob Hill
Title: Director, Emergency Management
Address: 723 S. Lewis St., Stillwater, OK 74076
Telephone: (405) 742-8380
E-mail: rob.hill@stillwaterok.gov

Secondary Contact: Brenden Pope
Title: Deputy Director, Emergency Management
Telephone: (405) 742-8585
E-mail: brenden.pope@stillwaterok.gov

Additional Contacts:
Kimberly Meek
Title: City Manager
Address: 723 S. Lewis St., Stillwater, OK 74076
Telephone: (405) 742-8243
E-mail: kimberly.meek@stillwaterok.gov

Teresa Kadavy
Title: City Clerk
Address: 723 S. Lewis St., Stillwater, OK 74076
Telephone: (405) 742-8243
E-mail: teresa.kadavy@stillwaterok.gov



Each party will provide the other with prompt written notice of revised contact information if either the primary or secondary contact listed herein is changed.

STATE OF OKLAHOMA

**CITY OF STILLWATER, OKLAHOMA, a
political subdivision**

Authorized Signatory (See Appendix E)

William H. Joyce, Mayor

Date

Date



APPENDIX "C"

Dispute Process and Resolution

- a. Formal notification to the State of a dispute related to the Agreement and performance thereof shall occur via the State Entity or Affiliate submitting a written notification to the Primary and Secondary Contact, as listed in Appendix B.

A written notification shall be submitted by one of the following methods:

- i. by e-mail; or
 - ii. by certified mail.
- b. The dispute resolution process shall initiate with the Primary and Secondary Contact and the State Entity or Affiliate working to amicably resolve the dispute.
- c. If resolution is not reached by the State and the State Entity or Affiliate within thirty (30) days of the notification of a dispute, the State Entity or Affiliate shall meet and work with the Commissioner of Public Safety or designee and the Director of the Office of Management and Enterprise Services or designee, who must have full settlement authority, and a mutually agreed upon qualified third party mediator to amicably resolve the dispute.



APPENDIX “D”

Change Management Process

I. Purpose

The Policy defines the process for notification and approval of change requests with potential impact to programs and software, hardware, or any other information-processing service related to the OKWIN.

II. Scope

The Policy applies to all State employees, Entity’s with an active Tier IV LMR services agreement, and State contracted vendors who are involved in the request, authorization, approval, configuration, testing and/or implementation of software or hardware changes affecting the OKWIN.

III. Definitions

- a. The term “First Available” means during a change request with an emergency priority level, notifications shall be distributed prior to the application of an approved change or at the first available opportunity.
- b. The term “CAB” means Change Advisory Board which is made up of the State Primary Contact as listed in Appendix B and the Primary Contact for Entity’s with an active Tier IV LMR service agreement. Secondary Contacts shall serve as designees in the event the Primary Contact is unavailable.

IV. Policy

Change management is a systematic approach to handling alterations, modifications, or otherwise make different any process or configuration. This policy is designed to limit potential disruptions in service and mitigate risk associated with changes to the OKWIN. Change management has three aspects: adapting to change, controlling change, and effecting change. The principle objective of this policy is to ensure changes to the Equipment are applied in a systematic and controlled manner that addresses all three aspects through a process of documentation, notification, and recovery procedures for each approved change request.

All change requests with potential impact to programs and software, hardware, or any other information-processing service related to the OKWIN shall be submitted to the ROC and reviewed by the CAB. The CAB shall hold regular meetings at intervals sufficient to approve and/or review change requests in a timely manner.

V. Priority

Each change request shall be categorized by a defined priority level that affects how the request is handled (e.g., notification window, scheduling deadline, approval process, and distribution list).



- a. The priority level of “Emergency” means a radio service or feature necessary for public safety communications and operations is unavailable or requires an immediate remedy to prevent disruption of services.
- b. The priority level of “Critical” means a radio service or feature necessary for public safety communications and operations requires an accelerated remedy to avoid adverse effects to the OKWIN and/or radio services.
- c. The priority level of “Standard” means a radio service or feature may be degraded and requires a remedy during a scheduled maintenance window.
- d. The priority level of “Routine” means a radio service or feature will not be impacted and requires a remedy during day-to-day operations or a scheduled maintenance window.

Priority	Approval	Scheduling	Notification	Distribution
Emergency	State	Immediate	First Available, After Action	State, Entity
Critical	State, Entity	Varies	24 Hours	State, Entity
Standard	State, Entity	30 Days	48 Hours	State, Entity
Routine	None	Not Applicable	None	None

Figure 1

As illustrated on Figure 1, each level of priority summarizes the requirements for approval, scheduling, notification, and distribution.

- e. The term “Approval” indicates who must approve a change request. Entity’s other than State are required to approve change requests affecting services within their span of control.
- f. The term “Scheduling” indicates the period of time for a submitted change request to be approved and have a set maintenance window scheduled.
- g. The term “Notification” indicates the minimum time required for notification prior to an approved change being implemented.
- h. The term “Distribution” indicates the minimum entities to be notified.

VI. **Requirements**

The Change Request form requires, but is not limited to, the following information:

- a. Request number;
- b. Requestor name and entity;
- c. Date submitted;



- d. Priority (routine, standard, critical, emergency) and Risk (high, medium, low);
- e. Summary of change, including potential impact to radio services and features;
- f. Groups affected (e.g., subscribers, wireline console users, and users);
- g. Requested date and time (start and end) for change;
- h. Detailed description of change;
- i. Description of procedure;
- j. Roll-back plan;
- k. Onsite emergency point of contact;
- l. Notification Message;
- m. Distribution List; and
- n. Approvals.

VII. Change Control

- a. All State employees, State contracted vendors, and Entity's with an active Tier IV LMR services agreement must follow and comply with the Change Management Policy.
- b. The ROC shall receive all change requests affecting the OKWIN and serve as the coordination point for approvals and notifications. All notifications shall be sent by email within established guidelines as listed in Figure 1.
- c. The ROC shall maintain a database of all change requests.
- d. All change requests shall be documented using a standardized form. The ROC shall be the owner of the change request form and maintain control of all document versions.

VIII. Document Retention

All change requests and any supporting documents shall be retained by the ROC for 36 months.

Jerry Moore
State Chief Information Officer
Information Services



OKLAHOMA
Office of Management
& Enterprise Services

Steven Harpe
Director

EFFECTIVE DATE: June 29, 2020

TO: Nicholas Carrao, Director of Communications and Electronic Services for
the Oklahoma Department of Public Safety

FROM: D. Jerry Moore, Chief Information Officer

RE: Delegation of Authority by Chief Information Officer

This memorandum serves to formalize that I, D. Jerry Moore, in my capacity as the Chief Information Officer for the state of Oklahoma, hereby delegate the authority herein described, on a non-exclusive basis, to Nicholas Carrao, Communications and Electronic Services Director (the "Designee"), at the Oklahoma Department of Public Safety. This Delegation of Authority supersedes any prior oral or written delegation by the Chief Information Officer and shall remain effective until rescinded or modified in the sole discretion of the Chief Information Officer. The delegation of authority described herein applies to the named individual.

To assist in performance of certain duties and responsibilities of the Chief Information Officer (CIO) set forth in the Oklahoma State Finance Act and the Information Technology Consolidation and Coordination Act, the Designee is delegated the following representative power and authority:

Signature authority for State public safety OKWIN Master Land Mobile Radio Service (LMR) Service Agreement.

This authority shall be contained to execution of the above referenced Agreements only, and not to modification of the Agreement, excluding the appendices, without the Chief Information Officer's written approval. The Designee shall provide to the office of the Chief Information Officer detailed monthly tracking reports for the LMR Agreements in effect.

D. Jerry Moore

D. Jerry Moore, Chief Information Officer

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 1, 2024

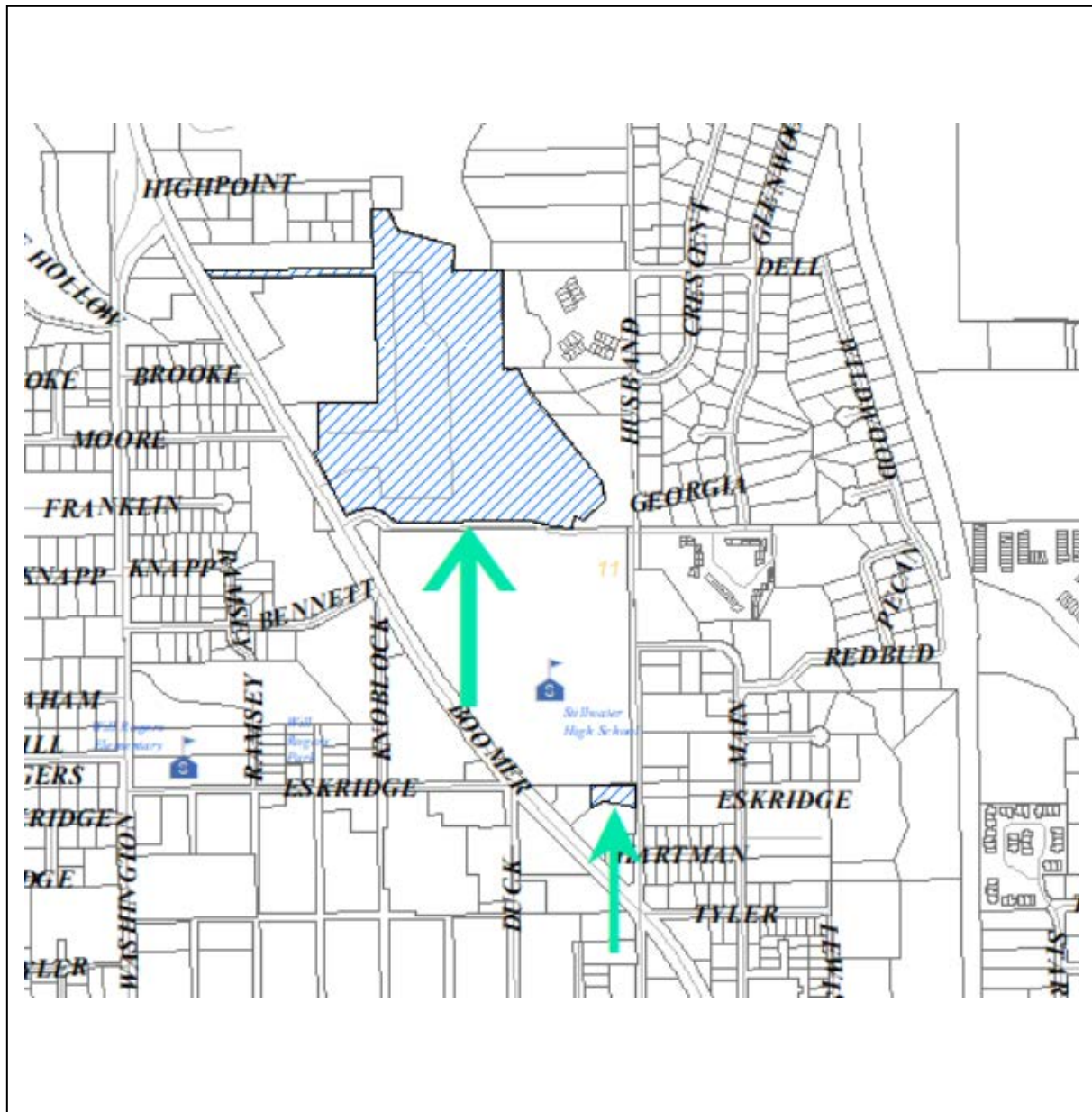


Agenda Item:	7.a. CC-24-33
Previous/Related Action:	March 26, 2024 Planning Commission Report
Background/Issue:	The applicant requests review and approval of a Map Amendment to rezone the properties addressed as 1515 North Boomer Road and 1120 North Husband Street from Commercial General (CG) and Commercial Shopping (CS) to Public (P). The subject properties are located in the central northern area of Stillwater, near the intersections of North Boomer Road and West Franklin Avenue and North Boomer Road and North Husband Street. The Independent School District No. 16 and the Stillwater National Bank are requesting a rezoning to Public (P) in preparation for the expansion of the Stillwater High School campus. The property addressed as 1515 North Boomer Road is the location of Cimarron Plaza shopping center, which was the previous location of several commercial businesses, and is located just north of the current Stillwater High School campus. The property addressed as 1120 North Husband Street is located directly southeast of the current Stillwater High School Campus, and is currently a vacant lot. The property to the south of 1515 North Boomer Road is the location of Stillwater Public High School, which is zoned Public (P), and to the north is Boomer Lake, also zoned Public (P). Small Lot Single-Family Residential (RSS) is located to the east, northeast, and west; Multi-Family Intermediate (RMI) is located to the west and northwest; and Commercial General (CG) is located to the west of the subject properties. Stillwater Public High School is located to the north of the property addressed as 1120 North Husband Street, with Commercial General (CG) located to the south and west with Small Lot Single-Family Residential to the east and northeast.
Proposal/Solution:	The Planning Commission recommended approval with a 4-0 vote based upon the following findings: • The Land Development Code allows for the rezoning of land via Map Amendments. • Public (P) zoning is in the vicinity of both properties. • The Comprehensive Plan calls for public and commercial

	uses in this area.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Map Amendment for the properties addressed as 1515 North Boomer Road and 1120 North Husband Street.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. MA23-07 Area Map
2. Zoning Comparison Chart, CS & CG to P
3. Draft PC 03.26.2024 Mtg Summary



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: MA23-07
Request: Rezone 1515 N. Boomer Road and 1120 N. Husband Street from Commercial Shopping/Commercial General to Public
Address: 1515 N. Boomer Road *AND* 1120 N. Husband Street.
Applicant: Gose & Associates on behalf of Independent School District No. 16 & Stillwater National Bank

ZONING COMPARISON CHART		
	CS (Commercial Shopping)	CG (Commercial General)
Min Lot Size	No min requirements	No min requirements
Min Lot Width/Depth	No min requirements	No min requirements
Max Structure Height	No min requirements	No max height
Min Front Yard	25 feet/10 feet from alley	25 feet
Min Side Yard - boundary with:		
Residential district	15 feet	20 feet
Commercial district	15 feet	No min requirements
Industrial district	15 feet	No min requirements
Min Rear Yard - boundary with:		
Residential district	25 feet	20 feet
Any other district	25 feet	No min requirements
Max Lot Coverage	40 percent	50 percent
Landscaping/Screening (earth berms, shrubs, fences, man-made materials, trees)	No requirements	Required when abutting RSS, RSL, RMH, RT or RM; 70% opaque up to 3- feet tall and 40% opaque up to 5-feet tall
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	• Bed and Breakfast, Hotel, Motel • Beverage Services • Educational Services • Financial Institutions and Services • Food Services • Free-Standing Self Service Facilities • Information • Mixed Use • Personal and Laundry Services • Personal Storage and Warehousing • Professional and Administrative Office and Services • Retail Trade	• Arts & Entertainment • Bed & Breakfast, Hotel, Motel • Beverage Services • Churches & Religious Institutions • Financial Institutions & Services • Food Services • Free-Standing Self-Service • Health Care & Social Assistance • Information • Parking Lots/Garages • Personal & Laundry Services • Personal Storage & Warehousing • Professional & Administrative Offices • Recreation • Research & Development • Retail Trade • Transportation Activities • Utilities • Vehicle & Equipment Sales/Service • Wholesale Trade

P (Public)
The P Public District identifies properties owned by the city and any other municipal, county, state or federal government agency and operated for the use and benefit of the general public. The city adopts regulations for general application throughout the city. All uses, lands, and structures in the P district shall comply with the general regulations as set forth in this chapter, except as it pertains to the construction and maintenance of streets and permanent infrastructure. Development activity on city property shall not require approval by the planning commission and/or city council as set forth in this chapter.
Landscaping/Screening (earth berms, shrubs, fences, man-made materials, trees: Required

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF MARCH 26, 2024
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED March 22, 2024 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

Jana Phillips, Chair
Mark Prather, Vice Chair
Andrew Van Leuven, Member
Riley Williams, Member

STAFF PRESENT

Kim Payne, Sr. Assistant City Attorney
Jacquelyn Porter, City Planner
Diana Hood, Associate City Planner
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant

MEMBERS ABSENT

Mike Shanahan, Member

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting of the Stillwater Planning Commission to order at 5:30 p.m.

2. PUBLIC HEARING

- a. Independent School District #16 for Stillwater Schools, **MAP AMENDMENT (MA23-07)**, consideration, discussion and possible action, including recommending approval or denial to rezone property currently addressed as 1515 N Boomer Rd and 1120 N Husband St. currently zoned as Commercial Shopping (CS) and Commercial General (CG) to Public (P).

Chair Phillips introduces the item and asks staff to present.

Jacquelyn Porter, City Planner presents staff's report and asks if there are any questions; none respond.

Mr. Stephen Gose of Gose & Associates, 113 E. 8th Avenue comes to the podium:

- Here on behalf of the applicant;
- Jacquelyn covered everything regarding this request;
- The Cimarron Plaza will be the location of the new high school;
- Improvement plans are currently under review;
- Plans for the high school are anticipated to come in May ;
- Asks if there are any questions.

Chair Phillips asks if there are any questions for Mr. Gose; none respond. Chair Phillips opens the public hearing and asks if there is anyone that wishes to speak in favor of this item; none respond. Chair Phillips asks if there is anyone that wishes to speak in opposition of this item; none respond. Chair Phillips closes the public hearing and asks for findings and alternatives.

Jacquelyn presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. Public (P) zoning is in the vicinity of both properties.
3. The Comprehensive Plan calls for public and commercial uses in this area.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed map amendment as presented.
2. Find that the map amendment is not an appropriate use for the property based upon the impacts to the surrounding vicinity and do not recommend that the City Council approve the map amendment.
3. Find that additional information or discussion is needed prior to making a recommendation and table the request to a certain date.

Chair Phillips asks for Planning Commission discussion; none respond.

Commissioner Williams moves to approve as presented; Commissioner Van Leuven seconded.

Roll Call:	Phillips	Prather	Shanahan	Williams	Van Leuven
	Yes	Yes	Absent	Yes	Yes

Time: 6 minutes

GRANT AGREEMENT

This Grant Agreement (the “**Agreement**”) is made effective as of April __, 2024 (“**Effective Date**”), by and between Simmons Bank, an Arkansas state-chartered bank (“**Grantor**”), and the City of Stillwater, a municipal corporation in Payne County, Oklahoma (the “**City**”).

RECITALS

WHEREAS, the City will construct and operate a downtown park on City block number 34, known as Block 34 Park (“Block 34 Park”), which is designed to revitalize a vacant block in the City into an inclusive and sustainable public space for use by the community.

WHEREAS, the City and the Stillwater Community Center Foundation entered into the Amended and Restated Donation and Naming Rights Agreement (“Kicker Agreement #1”) with Stillwater Designs and Audio, Inc. (“Kicker”) in January, 2022.

WHEREAS, Kicker agreed in Kicker Agreement #1 to fund two million seven hundred thousand US dollars (\$2,700,000) of construction of Block 34 Park (the “Kicker Payment”).

WHEREAS, Block 34 Park will include a large structure in its northeast quadrant characterized and denoted by the image included in Appendix I (the “Pavilion”).

WHEREAS, pursuant to the Kicker Agreement #1, Kicker has the right to name the stage in the southwest corner of the Block 34 Park as the “Kicker Sound Stage”.

WHEREAS, Grantor wishes to make a charitable contribution to the City to help fund the construction of Block 34 Park in the City to be used for the benefit of the public.

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

TERMS AND CONDITIONS

1. GRANT PAYMENT AND RESTRICTIONS.

Grantor shall pay the City one million five hundred thousand US dollars (\$1,500,000) (the “Grant”) for the City to construct the Block 34 Park. Grantor shall pay the Grant within thirty (30) days of receipt of an invoice from the City. The City shall invoice Grantor for the Grant only after City receives the Kicker Payment in full and the City has expended in excess of four million two hundred thousand dollars (\$4,200,000) on construction of Block 34 Park. Grantor may, at its sole option, prepay the Grant in whole or in part.

2. GRANT PURPOSE.

The Grant shall be used to help fund the construction the Block 34 Park, which includes the Pavilion.

3. CITY REPRESENTATIONS.

3.1 Cooperation and Assistance. The City may not make any significant changes to the Pavilion or the use of the Grant without Grantor's prior written approval.

3.2 Reporting. To enable Grantor to evaluate the effectiveness of this Grant, the City shall submit to Grantor a report, annually, during the Term (as defined below). The report shall contain a description of the events held at the Block 34 Park, including use of the Pavilion during the previous year, including the approximate number of people attending events at the Block 34 Park, the expenses incurred to operate and maintain the Block 34 Park, and revenues received in respect of events held at the Block 34 Park including the Pavilion or the financial donations thereto.

3.3 Tax Status. By entering into this Agreement, the City represents and warrants that it is a governmental entity described in Section 170(c)(1) of the Code and is exempt from federal income tax. This representation and warranty shall not expire until the City has expended the entirety of the Grant. The City represents and warrants that the effect of the Grant will not make untrue or incorrect or operate to invalidate any of the City's representations and warranties set forth in this Agreement. The City will promptly advise Grantor if there is a change with respect to its tax-exempt status as a governmental unit that is described in Section 170(c)(1) of the Code.

3.4 Tax Receipt. The City shall provide, within a reasonable time, necessary documentation to Grantor to enable Grantor to claim appropriate tax reliefs and exemptions under the applicable tax statutes from the tax authorities.

3.5 Internal Accounting. The City shall maintain a complete and accurate record of the Grant funds received and expenses incurred pursuant to this Agreement, and shall conduct such internal audits as are reasonably required to verify full compliance with this Agreement.

3.5.1 Record Retention. The City shall retain such books and records for at least four (4) years after the expiration of the Term, and shall permit Grantor to have reasonable access to its files, records, and personnel for the purpose of making such financial audits, program evaluations or verifications concerning the Grant or this Agreement as Grantor deems necessary. The rights and obligations of the parties pursuant to this paragraph shall survive the termination, rescission, or expiration of this Agreement.

3.6 Maintenance. The City shall at all times maintain and keep the Block 34 Park including the Pavilion tidy and in good condition to a level appropriate for a high-profile City asset,

including but not limited to bathroom cleaning, keeping trash receptacles emptied and not overflowing, litter pickup and regular structure washing.

4. TERM.

Unless otherwise terminated as set forth herein, this Agreement shall commence on the Effective Date and continue until December 31, 2048 (the “Term”). Grantor shall have the right to renew this Agreement for an additional term of twenty-five (25) years by notifying the City of its intention to renew no later than July 1, 2048. In the event that Grantor timely notifies the City of its intent to renew the Agreement, Grantor shall donate to the City one million five hundred thousand dollars (\$1,500,000) by January 1, 2049 (unless otherwise agreed by the parties).

It is the specific intent and understanding of the parties that this Agreement is not intended to create a multi-year financial obligation by a public entity, and to the extent that any terms and conditions herein create such obligation, the parties acknowledge and agree that those obligations are subject to annual appropriation by the Stillwater City Council (“City Council”) and shall comply with all Constitutional and legal limitations.

5. USE OF PAVILION BY GRANTOR.

Grantor shall be permitted to host, at no cost to Grantor, at least six (6) events at the Pavilion annually for its business partners and guests. Grantor and the City shall meet at least annually to set the dates and details of such events, and they shall be mutually agreed to in writing by both parties.

6. REVERSION RIGHTS.

If the Pavilion does not open for public use by December 31, 2025, Grantor may terminate this Agreement by providing written notice to the City. Within thirty (30) days of such notice, the City shall refund to the Grantor the full amount of the Grant paid as of the date of termination of the Agreement and Grantor shall have no further obligation to pay any additional amount of the Grant.

7. PUBLICITY.

The parties shall coordinate on all publicity regarding the announcement of this Agreement, including with respect to the issuance of a joint press release and a “ribbon cutting” ceremony and similar events. No party shall issue a press release or engage in other publicity regarding the announcement of this Agreement without consulting with the other party prior thereto.

8. NAMING RIGHTS.

8.1 Grantor Naming Rights. In consideration of the Grant, the City will acknowledge the Grant and other contributions of Grantor by naming the Pavilion as designated by Grantor, subject to the approval of the City Council (“Naming Rights”) on terms and conditions approved

by Grantor. Unless agreed by the parties otherwise, the Pavilion will be named the “Simmons Bank Pavilion” and the City shall use such name in all media releases, promotional materials and other collateral materials mentioning the Pavilion. The City shall direct its vendors and representatives to refer to the Pavilion by such name in promotional and related materials mentioning the Pavilion. Signage and/or plaque design and location at the Pavilion will be agreed to by both parties in writing prior to the Pavilion’s opening to the public and shall be commensurate in terms of number, size and prominence of signs/plaques with the amount and nature of the Grant. No other sponsor of the Pavilion shall receive signage at the Pavilion that exceeds the signage provided to Grantor in terms of size, number or prominence. An example of signage acceptable to Grantor is presented in Appendix II. Subject to the terms of this Agreement, the Naming Rights will continue for the Term. This recognition of the Grantor is intended as “acknowledgement” of the Grantor’s generous support, and not as “advertising,” as those terms are defined in Treasury Regulation Section 1.513-4(c).

8.2 Exclusive Naming Rights. “Simmons Bank Pavilion” shall be the only name included on the Pavilion. No other donors, including but not limited to any commercial or retail financial institution or bank (a “Competing Institution”), shall receive naming rights to any other Block 34 Park components. In addition, no other Competing Institution may be recognized in any signage, advertisement, or other public display that is in any way related to Block 34 Park in a manner that is equal to or greater than the recognition in such signage, advertisement, or other public display provided to Grantor. If additional third-party contributions are made to support the Block 34 Park or the Pavilion itself, such donations may be commemorated by appropriate recognition and acknowledgment, but may not encroach the Naming Rights or other rights of Grantor as agreed to herein.

8.2.1 Early Termination of Naming Rights by Grantor. Grantor may terminate this Agreement by providing thirty (30) days’ written notice to the City if Grantor determines in its reasonable and good faith opinion that:

a. Adverse Circumstances. Circumstances have changed such that the Naming Rights and/or the continued use of the name designated by Grantor would adversely impact the reputation, image, mission or integrity of Grantor.

b. Maintenance on the Pavilion. The City has failed to maintain and keep the Project or the Pavilion tidy and in good condition to a level appropriate for a high-profile City asset in a reasonable manner.

8.2.2 Early Termination of Naming Rights by the City. In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits of Grantor hereunder, including terminating the Naming Rights upon the occurrence of any of the following unlikely events:

a. Revocation of Naming Rights. Pursuant to its Naming Rights Policy, The City of Stillwater reserves the right to revoke naming rights granted should the City

determine that the Naming Rights Policy or the terms of this Agreement have been materially violated by Grantor.

b. Non-Delivery of Grants. In the event of any non-payment of the Grant as provided in this Agreement.

c. Casualty. In the event the Pavilion is destroyed, or severely damaged, the City will coordinate with the Grantor, or Grantor's designee, regarding interest in naming the replacement or redeveloped space, structure or facility or determine another appropriate form of recognition for the support provided by the Grant.

Upon the termination of the Naming Rights hereunder, the City shall remove at its sole expense all signage and use of the Naming Rights from the Block 34 Park and the Pavilion and all related materials as soon as reasonably possible and refund to Grantor a pro rata amount of the Grant.

8.3 Non-Appropriations. Grantor acknowledges that the City of Stillwater is a municipal corporation subject to the debt limitation provisions of the Oklahoma Constitution and that any financial obligation provided for pursuant to this Agreement is subject to annual appropriation.

8.4 Change of Name. In the event that one (1) or more times during the Term, Grantor desires to change the name of the Pavilion, Grantor shall notify the City of such name change for consideration by City Council. Name changes require City Council approval to become effective, such approval shall not be unreasonably withheld. With City Council approval the name change shall become effective concurrent with the date of City Council action and the parties shall thereafter refer to the Pavilion by such changed name in accordance with the terms of the Agreement. The Grantor shall be responsible for costs of changing all signage at the Pavilion to a new name.

9. LAWS; RULES AND REGULATIONS FOR BLOCK 34 PARK.

Grantor acknowledges that the City will enforce any and all applicable laws, rules, and regulations with respect to operation, programming, and maintenance of the Park and nothing herein should be construed as otherwise. Grantor also acknowledges and agrees that the City has the right to amend, supplement or adopt new laws or rules and regulations for the Park from time to time, and to the extent that any such amendment or change to the laws, rules, or regulations affect this Agreement or any terms and conditions herein, then the parties shall execute an Amendment to this Agreement in accordance with Section 12.

10. RESTRICTED USAGE.

10.1 No Competing Institutions. The City shall not permit any Competing Institution to receive any signage at the Pavilion.

10.2 No Covering Signage. Users of the Block 34 Park may not cover the “Simmons Bank Pavilion” signage on the Pavilion at any time, unless such coverage is temporary and necessary to protect signage from damage such as during maintenance of the Pavilion or the Block 34 Park.

11. INDEMNIFICATION.

To the extent permitted by law and subject to the limitations and exceptions specified in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq. and Article 10, § 26 of the Oklahoma Constitution, the City shall defend, hold harmless and indemnify Grantor, its officers, directors, employees, vendors, representatives and agents, against any and all claims, liabilities, losses, and expenses (including reasonable attorneys’ fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the City, its employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant, or in carrying out the Project, including but not limited to claims regarding injuries to any person or property alleged to have occurred in or around Block 34 Park or the Pavilion, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of Grantor, its officers, directors, employees, vendors, representatives or agents.

12. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR SAVINGS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY.

13. AMENDMENT.

Any provision of this Agreement may be amended, modified, or deleted only by the written agreement of the Grantor and the City.

14. RELATIONSHIP.

It is expressly understood that neither party has the authority to bind the other to any third person nor otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing and signed by both parties hereto. The City, and not Grantor, is solely responsible for all activities supported by the Grant and for all activities that occur at the Block 34 Park, including, without limitation, the Pavilion. For the avoidance of doubt, Grantor shall receive the Naming Rights in consideration of the Grant, but this Agreement shall create no obligation on the part of Grantor to construct, operate, or maintain Block 34 Park, including, without limitation, the Pavilion (all of which shall be the sole responsibility of the City). This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and neither party shall make such representation to anyone.

15. NO PLEDGE.

Neither this Agreement nor any other statement, oral or written, nor the making of any other payment or grant to the City, shall be interpreted to create any pledge or any commitment by Grantor or by any related person or entity to make any other gift or grant to the City or any other entity for this Project. The Grant contemplated by this Agreement is a separate and independent transaction from any other transaction between Grantor, on the one hand, and the City or its affiliates, on the other hand.

16. REPRESENTATIONS AND WARRANTIES

16.1 Representations of the City. Except as otherwise expressed herein, the execution, delivery, and performance of this Agreement has been approved by the City in accordance with applicable law and this Agreement does not violate any agreement, right, or obligation existing between the City and any other person, firm or entity. City has the full power, legal right, and authority to provide the rights granted to Grantor and enter into this Agreement and other agreements or instruments required to be entered into by the City to consummate the transactions contemplated hereunder. The City represents and warrants that it has the right to provide the rights granted hereunder in accordance with the terms of this Agreement.

16.2 Representations of Grantor. The execution, delivery, and performance of this Agreement has been duly approved by Grantor and does not violate any agreement, right, or obligation existing between Simmons and any other person, firm, or entity. Grantor has the full power, legal right, and authority to enter into this Agreement and any other agreements or instruments required to be entered into by Grantor to consummate the transactions contemplated hereunder. Grantor represents and warrants that it has the right to provide the rights granted hereunder in accordance with the terms of this Agreement.

17. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and shall be governed by the laws of the State of Oklahoma, without reference to conflicts of law provisions. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

18. WAIVER.

The failure of Grantor to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

19. ASSIGNMENT.

Neither party will have the right to assign or otherwise transfer its rights or obligations under this Agreement without receiving the express prior written consent of the other party, where such consent shall not be unreasonably withheld, provided however, that Grantor may assign its rights under the Agreement without prior consent in connection with a sale of all or substantially all of the business or assets of Grantor to which this Agreement relates, whether by merger, consolidation, divestiture, restructure, sale of stock, sale of assets, or otherwise.

20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

21. SEVERABILITY.

In case one or more of the provisions contained in this Agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of such provision or provisions shall not in any way be affected or impaired thereby and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or thereby impaired.

22. INTELLECTUAL PROPERTY.

22.1 Ownership and License to Use Marks. Notwithstanding anything in this Agreement to the contrary, Grantor retains all rights to and interest in its intellectual property, including, without limitation, the SIMMONS BANK name, Grantor's marks, logos, and trade dress, and the mutually approved logo described in Appendix II (the "Approved Logo"). For the Term, Grantor grants to City a limited, non-exclusive, royalty free, personal, nontransferable, revocable (at any time, for any or no reason, and with or without cause) license, with right to sublicense (but only as further described herein), to use the Approved Name and Approved Logo (hereinafter, collectively, the "Marks") solely for the purposes of allowing City to designate the Pavilion by the Approved Name and to fulfill the other obligations of City hereunder. All use by City of the Marks shall be in conformance with Grantor's brand guidelines, as updated by Grantor from time to time. City shall submit examples of all proposed uses of the Grantor's Marks to Grantor for prior written approval (which shall not be unreasonably delayed or withheld). If City is notified in writing by Grantor that any use does not so comply with Grantor's brand guidelines, then City shall immediately remedy the use to the reasonable satisfaction of Grantor or terminate such use.

22.2 Right to Sublicense Marks. City shall have the right to sublicense the rights to the Marks granted to City under this Agreement (i) to any vendors and concessionaires of the Block 34 Park, who may, in turn, subcontract the manufacture of products and related supplies, (ii) to other service providers who render services in connection with the operation of the Block 34 Park, including without limitation, to promoters and other users of the Block 34 Park to use the Marks on tickets, in advertising to refer to the location of an event.

22.3 Protection of Name and Marks. The Parties recognize that use of the name and Marks by City will establish significant good will. Therefore, the Parties agree to use reasonable efforts to prevent the commercial exploitation of the Marks in any writings which detract from the positive reputation of the Parties or which either Party deems to reflect unfavorably on the good will or reputation of either. Both Parties shall notify the other in writing of any infringements on the Marks.

22.4 Changes to Marks. Grantor reserves the right to review and change any Marks at any time; provided, however, Grantor agrees to bear the costs of any such changes including without limitation changes to the signage or other name or logo-bearing materials used by City.

22.5 Use of Marks. Upon the expiration or earlier termination of this Agreement, or upon the revocation of the license set forth in Section 21.1 of this Agreement, all rights and licenses granted pursuant to this Agreement cease, and City shall (and shall cause all of its sublicensees to) immediately cease and discontinue all use of the Marks and destroy all materials bearing or referring to any or all of the Marks.

22. NOTICE.

Any notice required are permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) seventy-two (72) hours after mailing by US certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section 22):

If to Simmons: Simmons Bank
 ATTN: Marketing Department 601 E. 3rd Street, 11th Floor Little Rock,
 Arkansas 72201

With a Copy To: Simmons Bank
 ATTN: Legal Department 601 E. 3rd Street, 12th Floor Little Rock,
 Arkansas 72201

23. COUNTERPARTS.

This Agreement may be executed in counterparts, and by electronic or pdf signature, and all such executed counterparts shall constitute the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

GRANTOR:

SIMMONS BANK,
an Arkansas State-Chartered Bank

By: _____
Name:
Title:

CITY:

CITY OF STILLWATER,
a municipal corporation

By: _____
Name: William H. Joyce
Title: Mayor

(SEAL)

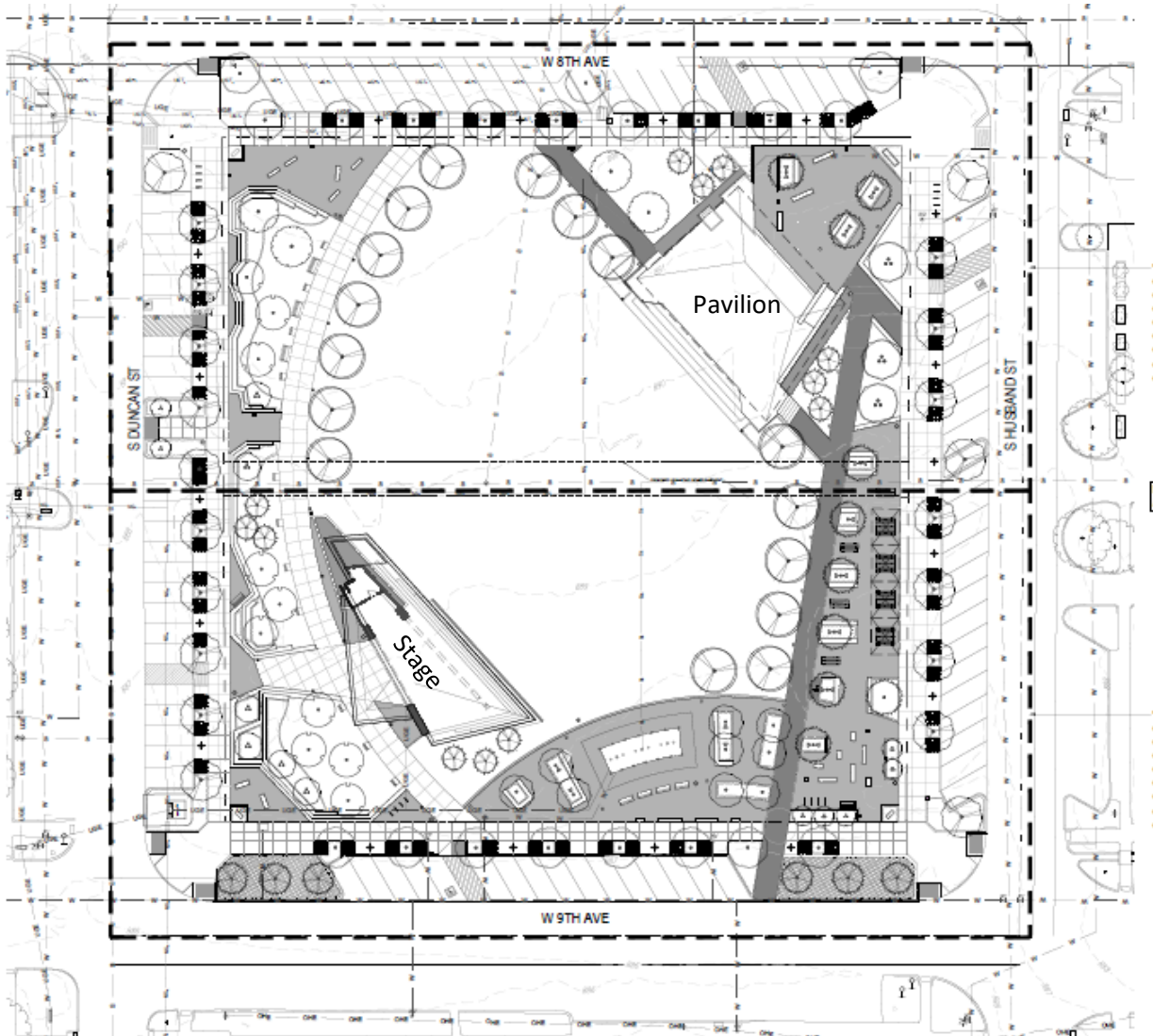
ATTEST:

City Clerk

Appendix I

Block 34 Park Layout and Pavilion Diagrams

Block 34 Park Layout

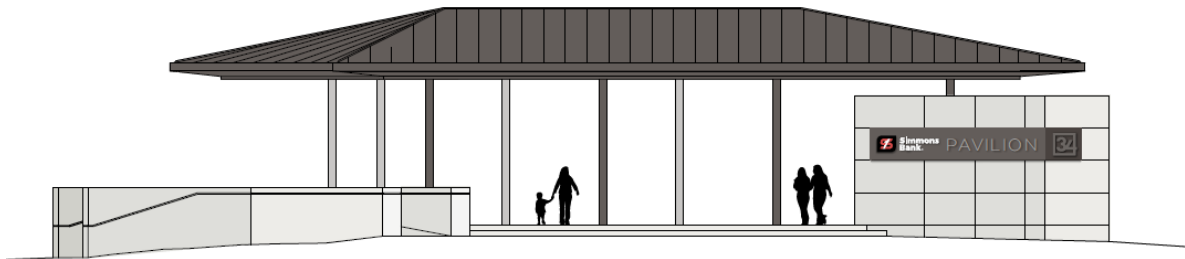


Appendix II

Simmons Bank Signage for Pavilion



B Pavilion & Donor Identification
Scale: 1/4"=1'-0"



A Building B: North Elevation
Scale: 1/8"=1'-0"

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 1, 2024



Agenda Item:	8.b. CC-24-34
Previous/Related Action:	
Background/Issue:	• The Transportation Sales Tax Fund, a 1 cent sales tax, is dedicated exclusively to transportation system repair, restoration, widening, reconstruction, retrofitting, safety and mobility. • The Pavement Management Program (PMP) is a systematic process for inspection, evaluation, planning, improvements, maintenance and rehabilitation of the City's transportation network. In selecting recommended projects for an annual PMP, staff performs an engineering analysis of available strategies for particular roadway segments given the pavement conditions per the most recent pavement management inventory, coordination with other projects (utility, private development and road projects from other governmental jurisdictions), traffic volumes as well as field inspections. • Currently, the Transportation Sales Tax Fund has approximately \$11.5M in cash available. On July 1, 2024, an additional balance of \$10M will be added for the anticipated FY25 sales tax revenues.
Proposal/Solution:	Staff has developed a plan for use of cash currently available in the Transportation Sales Tax Fund. The following is a list of projects that staff expect will require additional funds beyond any amounts previously authorized. • 20TR06-C Monticello \$2.0M • 20TR07/21TR06 Diamond Grinding \$1.0M • 20TR01/21TR05 Crack Sealing \$300K • 21TR09 Patching/Deferred Maint. \$1.4M • 23TR04 6th Ave. Right-of-Way \$3.5M • 21TR14 Knoblock/4th Ave. \$2.0M The list above totals \$10.2M which, if allocated, would leave

	approximately \$1.3M of unencumbered funds available for use on other projects such as Rails to Trails. This plan is subject to change based on actual contractor bid amounts. Staff has prepared a list of proposed work for the FY25 PMP based on expected sales tax revenues of \$10M. Refer to Report attachments for a map and project location list. The following breakdown offers the estimated costs by category: • Sidewalks \$200k • Mill & Overlay \$1.4M • Patching \$400k • Various Surface Treatments \$1.3M • Full Reconstruction \$3.3M • Engineering-Testing-Utilities \$1.6M • <u>Contingency</u> <u>\$1.8M</u> • Total \$10 Million Staff will return to City Council to request authorization to spend funds as consulting agreements, construction bid awards, contracts and related documents become ready for approval and execution.
Financial Source/Impact:	The FY25 PMP will be funded by Transportation Sales Tax dollars.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Approve the FY25 PMP as detailed above and attached.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

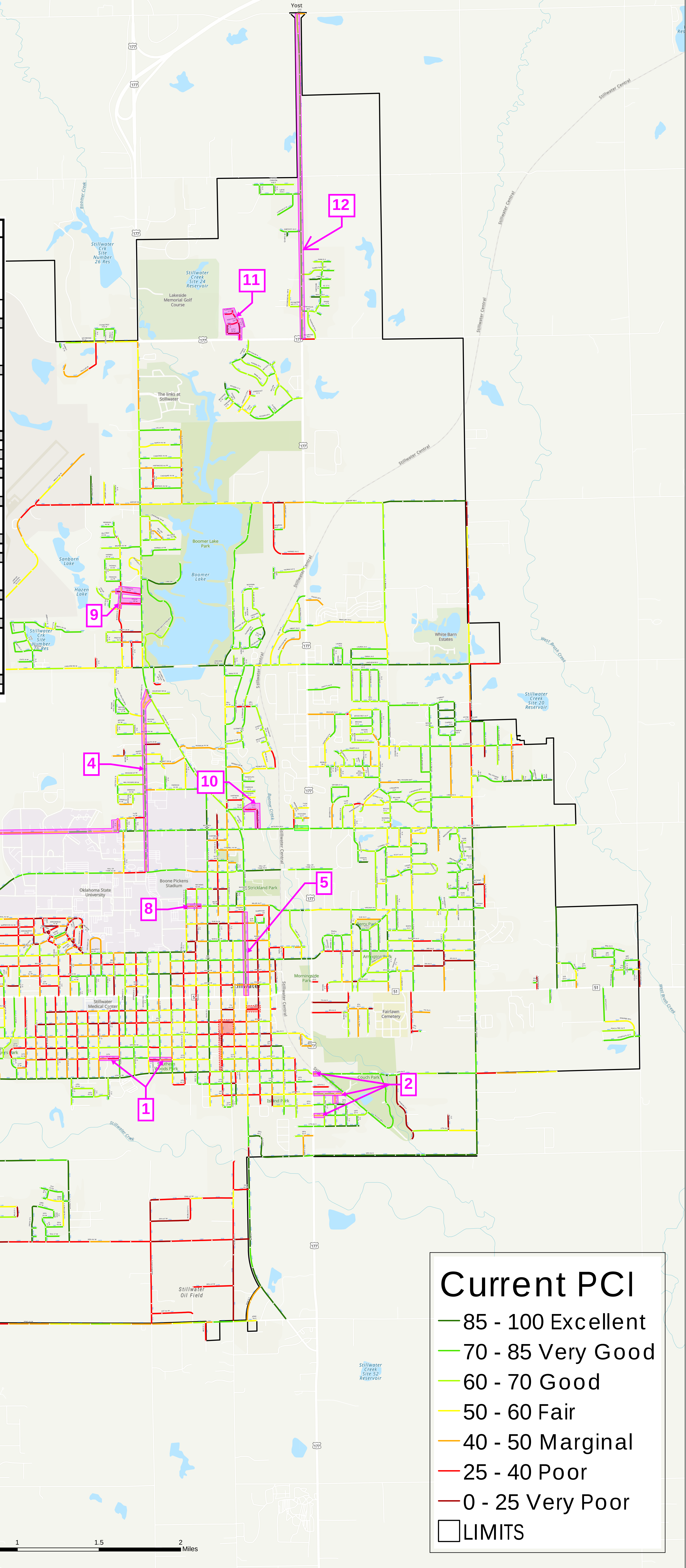
Attachments

1. Stillwater OK Current PCI 2023 Year 1-2025 Plan R4
2. Proposed FY25 PMP Work

Current PCI by Segment (July 2022)

RECOMMENDED FY25 PROJECT

The map displays the Siltwater Creek Watershed with various land use areas, roads, and water bodies. Three specific areas are highlighted with pink boxes and numbered 3, 6, and 7. Area 3 is located near the Siltwater Creek Country Club. Area 6 is located near the Siltwater Creek Site 5a Reservoir. Area 7 is located near Cedar Lake. The map also shows other features like Babcock Park, Siltwater Creek, and various roads.



Current PCI

- 85 - 100 Excellent
- 70 - 85 Very Good
- 60 - 70 Good
- 50 - 60 Fair
- 40 - 50 Marginal
- 25 - 40 Poor
- 0 - 25 Very Poor

☐ LIMITS

Proposed FY25 PMP Work

- **Sidewalks**

Various Locations

- **Mill & Overlay**

11th Ave. – Stanley to Adams; 11th Ave. – Washington to Hester;

16th Ave. – Westridge to Hillside; 18th Ave. – Westridge to Hillside;

18th Ave. – Hillside to Fairfield; Hillside St. - 19th to 18th;

Hillside St. – 18th to 16th; Westridge St. – 18th to 16th;

24th Ave. – Black Oak to Countryside;

Countryside Dr. – Pioneer Trail to 24th; Black Oak Dr. – 25th to 24th;

McElroy Rd. – 1000' west to Western; McElroy Rd. – Western to McDonald;

Miller Ave. – West to Pave. Change; Tyler Ave. – Main to Lewis

- **Patching**

McElroy Rd. – Garfield to Lincoln; McElroy Rd. – McDonald to Walnut;

Various Locations

- **Various Surface Treatments**

Washington St. – HOF to Boomer; Main St. – 6th to Virginia;

12th Ave. – Perkins to Railroad; 14th Ave. – Perkins to Railroad;

16th Ave. – Perkins to Hartford; Springfield St. – 15th to 14th;

16th Ave. – Country Club to Westridge; 18th Ave. – Hillside to Hillside;

18th Ave. – Country Club to Westridge; Westridge St. – 18th to 18th;

Perkins Rd. – Richmond to Yost; McElroy Rd. – City Limit to 1000' west Western;

Monroe St. – Osage to Lakeridge; Miller Ave. – Knoblock to West

- **Full reconstruction**

Hillside Ct. – South end to 16th; Lincoln St. – McElroy to Tyler;

Black Oak Dr. – Pave. Change to 25th;

Lakeridge Ave. – Pave. Change to Washington;

Monroe St. – Osage to Osage; Monroe St. – Lakeridge to Pave. Change;

Osage Dr. – Monroe to Washington; Lewis St. – McElroy to Tyler;

Husband St. – Richmond to North End; Husband Ct. – West End to Husband;

Northgate Dr. – Duncan to Husband; Golf Dr. – Duncan to Husband;

Duncan St. – Golf to Northgate

RESOLUTION NO. CC-2024-8

RESOLUTION DECLARING THE INTENT TO CONSIDER APPROVAL OF A PROJECT PLAN AND CREATION OF ONE OR MORE TAX INCENTIVE DISTRICTS UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON AFFECTED TAXING JURISDICTIONS AND BUSINESS ACTIVITIES WITHIN THE DISTRICT; DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE STILLWATER PLANNING COMMISSION TO DETERMINE CONFORMANCE OF THE PROPOSED PROJECT PLAN WITH THE STILLWATER COMPREHENSIVE PLAN AND TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; AND DECLARING AN EMERGENCY

WHEREAS, it is an objective of the City of Stillwater (“City”) to promote economic development within its boundaries in order to attract major investment, enhance the tax base, stimulate economic growth, and improve the quality of life in and around the City; and

WHEREAS, the City is considering stimulating private investment in one or more data center facilities (“Project”) on a portion of land in the City located north of E. Airport Road, South of E. Richmond Road, east of N. Perkins Road, and west of N. Jardot Road (“Project Area”); and

WHEREAS, in order to promote economic development, it is necessary and desirable to establish a legal framework and funding mechanism to provide public assistance to support the Project, and

WHEREAS, the Local Development Act, 62 O.S. § 850, *et seq.*, was passed by the Oklahoma Legislature to implement Section 6C of Article X of the Oklahoma Constitution, which empowers the governing bodies of cities, towns, and counties to approve project plans and provide incentives, exemptions, and other forms of tax relief to further economic development efforts; and

WHEREAS, the economic viability of the Project likely depends upon the utilization of ad valorem property tax exemptions; and

WHEREAS, the City Council of the City, as the governing body of the City, is empowered to approve a project plan and create tax incentive districts to advance economic development in the City; and

WHEREAS, the Center for Economic Development Law, as Special Counsel for Economic Development, has been engaged to evaluate the eligibility and feasibility of the Project; and

WHEREAS, without the adoption of a project plan, the establishment of one or more incentive districts, and other authorizations provided for in the Local Development Act, much of the potential economic growth in the proposed Project Area would be difficult or impossible; and

WHEREAS, the Local Development Act provides for the appointment of a Review Committee to review and make a recommendation concerning the proposed district, plan, or project, to consider and make findings and recommendations with respect to the conditions establishing the eligibility of the proposed district, and to consider and determine whether the proposed plan and project will have a financial impact on any affected taxing jurisdiction within the proposed district and to report its findings and make its recommendations to the governing body; and

WHEREAS, the Local Development Act provides that the membership of the Review Committee shall consist of the following: a representative of the governing body who shall serve as chairperson; a representative of the planning commission having jurisdiction over the proposed

district; a representative designated by each taxing jurisdiction within the proposed district whose taxes might be impacted by the plan; and three members representing the public at large as selected by the other committee members from a list of seven names submitted by the chairperson of the Review Committee; and

WHEREAS, consistent with the Local Development Act, the membership of the Review Committee shall consist of the following: one representative of the City of Stillwater City Council, who shall serve as chairperson of the Review Committee; one representative of the Stillwater Planning Commission, to be designated by that body; one representative of the Board of County Commissioners of Payne County, to be designated by that body; one representative of the Payne County Health Department, to be designated by that body; one representative of the Meridian Technology Center, Vo-Tech #16, to be designated by that body; one representative of the Stillwater Public Schools (I-89), to be designated by that body; and three members representing the public at large, at least one of whom is a representative of the business community in the City selected by the other Review Committee members from a list of seven names submitted by the chairperson of the Review Committee; and

WHEREAS, the Review Committee shall review and make a recommendation concerning a proposed project plan including potential incentive districts, consider and make findings and recommendations with respect to the conditions establishing the eligibility of the proposed districts, and to consider and determine whether the proposed project plan will have a financial impact on any taxing jurisdiction and business activities within the proposed districts and to report its findings and make its recommendations to the City; and

WHEREAS, consistent with the Local Development Act, the Planning Commission shall review the proposed project plan, make its findings regarding conformance of the proposed project plan to the Stillwater Comprehensive Plan, and shall make a recommendation on the proposed project plan to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stillwater, Oklahoma, that:

Section 1. The City Council of the City of Stillwater (“City Council”) intends to consider approval of a project plan and the creation of one or more incentive districts to facilitate and support the viability of the Project and hereby directs the Center for Economic Development Law, as Special Counsel for Economic Development, to prepare a proposed project plan for consideration in accordance with the Local Development Act.

Section 2. City staff and the Center for Economic Development Law are authorized and directed to assist in the process of consideration of a proposed project plan.

Section 3. A Review Committee is hereby appointed whose membership shall consist of the following: one representative of the City Council, who shall serve as the chairperson of the Review Committee; one representative of the Stillwater Planning Commission, to be designated by that body; one representative of the Board of Commissioners of Payne County Board, to be designated by that body; one representative of the Payne County Health Department, to be designated by that body; one representative of the Meridian Technology Center, Vo-Tech #16, to be designated by that body; one representative of the Stillwater Public Schools (I-16), to be designated by that body; and three members representing the public at large, at least one of whom is a representative of the business community in the City selected by the other Review Committee members from a list of seven names submitted by the chairperson of the Review Committee.

Section 4. Mayor Will Joyce shall serve as the City Council’s representative and chairperson of the Review Committee.

Section 5. The chairperson of the Review Committee shall request that the Stillwater Planning Commission, the Board of County Commissioners of Payne County, the Payne County Health Department, the Meridian Technology Center, Vo-Tech #16, and the Stillwater Public Schools (I-16) each select a representative to serve on the Review Committee

Section 6. The chairperson of the Review Committee shall submit a list of seven names of possible persons to represent the public at large on the Review Committee, at least one of whom is a representative of the business community in the City of Stillwater.

Section 7. The other Review Committee members shall select three persons from the list submitted by the chairperson, who shall represent the public at large on the Review Committee; at least one of the three people selected to represent the public at large shall be a representative of the business community in the City.

Section 8. The Review Committee shall consider and make its findings and recommendations to the City Council with respect to the conditions establishing the eligibility of the proposed incentive districts and the appropriateness of approval of the proposed project plan and Project.

Section 9. The Review Committee shall consider and determine whether the proposed project plan and Project will have a financial impact on any taxing jurisdiction within the proposed incentive districts and shall report its findings to the City Council.

Section 10. The Planning Commission shall review the proposed project plan, make its findings regarding conformance of the proposed project plan to the Stillwater Comprehensive Plan, and shall make a recommendation on the proposed project plan to the City Council.

Section 11. An emergency is hereby declared to exist for the preservation of the public peace, health, safety, and welfare, and by reason whereof this Resolution shall take effect immediately from and after its adoption and approval.

ADOPTED by the City Council of the City of Stillwater this 1st day of April, 2024.

MAYOR

ADOPTED by the City Council of the City of Stillwater as an emergency measure this 1st day of April, 2024.

ATTEST:

City Clerk

(SEAL)

Approved as to form and legality this 1st day of April, 2024.

Special Counsel for Economic Development

ORDINANCE NO. 3532

AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 1515 N
BOOMER RD & 1120 N HUSBAND ST FROM COMMERCIAL GENERAL
(CG) AND COMMERCIAL SHOPPING (CS) TO PUBLIC (P)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STILLWATER,
OKLAHOMA:

Parcels located at 1515 N Boomer Rd & 1120 N Husband St:

1515 North Boomer Road (Warranty Deed – Book 2024, Page 432)

A tract of land lying in the Northwest Quarter (NW/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, being more particularly described as follows:

COMMENCING from the Southeast Corner (SE/cor) of said Northwest Quarter (NW/4); THENCE, South 89°53'00" West along the South line of said Northwest Quarter (NW/4) a distance of 320.25 feet to the POINT OF BEGINNING; THENCE, continuing South 89°53'00" West a distance of 73.91 feet to a point non-tangent curve, said point being on the Northerly right-of-way line for Franklin Street, as created by Warranty Deed in Book 349, Page 248, Payne County, Oklahoma; THENCE, along said Northerly right-of-way line Northwesterly on a curve to the right, having a radius of 170.00 feet and an arc length of 35.41 feet, also having a chord bearing of North 75°21'02" West and a chord length of 35.35 feet; THENCE, North 69°23'00" West a distance of 45.46 feet to a point of curvature; THENCE, Northwesterly on a curve to the left, having a radius of 230.00 feet an arc length of 83.23 feet, also having a chord bearing of North 79°45'00" West and a chord length of 82.78 feet; THENCE, South 89°53'00" West and parallel with and 40 foot Northerly of the South line of said Northwest Quarter (NW/4) a distance of 657.10 feet to a point of curvature; THENCE, Northwesterly on a curve to the right, having a radius of 70.00 feet and an arc length of 64.47 feet, also having a chord bearing of North 63°43'29" West and chord length of 62.22 feet to a point of reverse curvature; THENCE, Westerly on a curve to the left, having a radius of 135.00 feet and an arc length of 193.31 feet, also having a chord bearing of North 78°21'42" West and a chord length of 177.21 feet; THENCE, South 60°37'00" West a distance of 42.67 feet to the Easterly right-of-way line of Boomer Drive (Highway 177), as created by Easement for Right-of-way in favor of the State of Oklahoma, recorded in Book 54 Misc., Page 342, Payne County, Oklahoma; THENCE, North 29°23'00" West along said Easterly Right-of-way line created by said Easement for Right-of-way and also the Easement for Right-of-way in favor of the State of Oklahoma recorded in Book 54 Misc., Page 344, a distance of 363.85 feet; THENCE, North 63°47'12" East a distance of 43.03 feet; THENCE, North 00°10'00" East a distance of 240.87 feet to a point on the North line of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the said Northwest Quarter (NW/4); THENCE, North 89°52'00" East, along said North line, a distance of 300.74 feet to the Northeast Corner (NE/cor) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4); THENCE, North 00°10'00" West, along the East line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4), a distance of 660.81 feet to the Northeast Corner (NE/cor) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4); THENCE, South 89°53'00" West, along the North line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4), a distance of 854.57 feet to the Easterly right-of-way line of Boomer Drive (Highway 177) as created by the Easement for Right-of-way in favor of the State of Oklahoma recorded in Book 54 Misc., Page 347 Payne County, Oklahoma; THENCE, North 39°23'00" West along said Easterly Right-of-way line a distance of 28.66 feet; THENCE, North 89°53'00" East, parallel with and 25 foot North of the South line of the Northwest Quarter (NW/4) of said Northwest Quarter (NW/4) a distance of 868.55 feet to a point being 25 foot North of the Southwest Corner (SW/cor) of the Northeast Quarter (NE/4) of said Northwest Quarter (NW/4); THENCE, North 00°10'00" West along the West line a distance of 311.00 feet; THENCE, North 89°53'00" East a distance of 74.68 feet; THENCE, South 24°30'00" East a distance of 123.13 feet; THENCE, South 75°23'00" East a distance of 303.85 feet; THENCE, South 02°09'00" West a distance of 146.67 feet; THENCE, North 89°53'00" East a distance of 241.26 feet; THENCE, South 00°53'00" East a distance of 494.52 feet; THENCE, South 89°49'00" East a distance of 56.12 feet; THENCE, South 27°31'00" East a distance of 198.58 feet; THENCE, South 39°50'00" East a distance of

545.01 feet; THENCE, South 06°11'00" East a distance of 89.20 feet; THENCE, South 44°14'00" West a distance of 150.77 feet; THENCE, North 69°05'00" West a distance of 54.20 feet; THENCE, South 14°28'00" West a distance of 57.39 feet to the POINT OF BEGINNING. LESS AND EXCEPT a tract of land in the Northwest Quarter (NW/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the intersection of the South line of said Northwest Quarter (NW/4) of Section Eleven (11) and the East right-of-way line of Boomer Road which is the POINT OF BEGINNING; THENCE, North 29°23' West along said right-of-way line a distance of 25.00 feet to the South right-of-way line of Franklin Street THENCE, N 60°37' East along said right-way-of line 42.67 feet; THENCE, on a curve to the right having a radius of 65 feet, a length of 90.50 feet, THENCE, on a curve to the left having a radius of 130 feet a length of 41.52 feet to a point on the South line of the Northwest Quarter (NW/4); THENCE, South 89°53' West along said South line 137.97 feet to the POINT OF BEGINNING.
(31.91 acres, per survey)

AND

1120 North Husband Street (Deed of Gift - Book 2671, Page 910)

A tract of land in part of the Southeast Quarter (SE/4), of the Southwest Quarter (SW/4), of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Base and Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof.
Beginning at the Northeast Corner of said Southeast Quarter (SE/4), of the Southwest Quarter (SW/4); thence South 00°57'15" East along the easterly line of said Southeast Quarter (SE/4), of the Southwest Quarter (SW/4) for 120.87 feet: thence North 85°39'08" West for 167.21 feet; thence South 00°57'15" East for 4.18 feet; thence South 78°56'47" West for 79.53 feet; thence North 00°49'08" West, 124.13 feet to a point on the Northerly Line of said Southeast Quarter (SE/4), of the Southwest Quarter (SW/4); thence North 89°10'52" East along said Northerly Line for 244.50 feet to the Point of Beginning of said tract of land.
Tract of land containing 28,019.07 sq. ft. or 0.643 acres more or less.

be and the same is hereby rezoned from (CG) Commercial General and (CS) Commercial Shopping to (P) Public.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2024.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 04/01/2024
Second Reading:

Ordinance No. 3533

AN ORDINANCE CLOSING A PORTION OF A RIGHTS-OF-WAY LOCATED NEAR LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), IN BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN, NOW CITY OF STILLWATER PAYNE COUNTY, OKLAHOMA, NEAR PROPERTY ADDRESSED AS 1101 SOUTH MAIN STREET

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA:

Existing Tract (Book 2640, Page 979)

LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), IN BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 6,977 SQUARE FEET OR 0.16 ACRES, MORE OR LESS

Portion of Right-of-Way to be Closed.

A 10-FOOT-WIDE TRACT ADJACENT TO THE NORTH LINE OF LOT TWENTY-FOUR (24), IN BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 1,400 SQUARE FEET OR 0.03 ACRES, MORE OR LESS

See "Exhibit A"

is not presently in use and is hereby closed. The City reserves the right to reopen this right of way in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this right of way.

PASSED, APPROVED, AND ADOPTED THIS 1ST DAY OF APRIL 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 1ST DAY OF APRIL 2024.

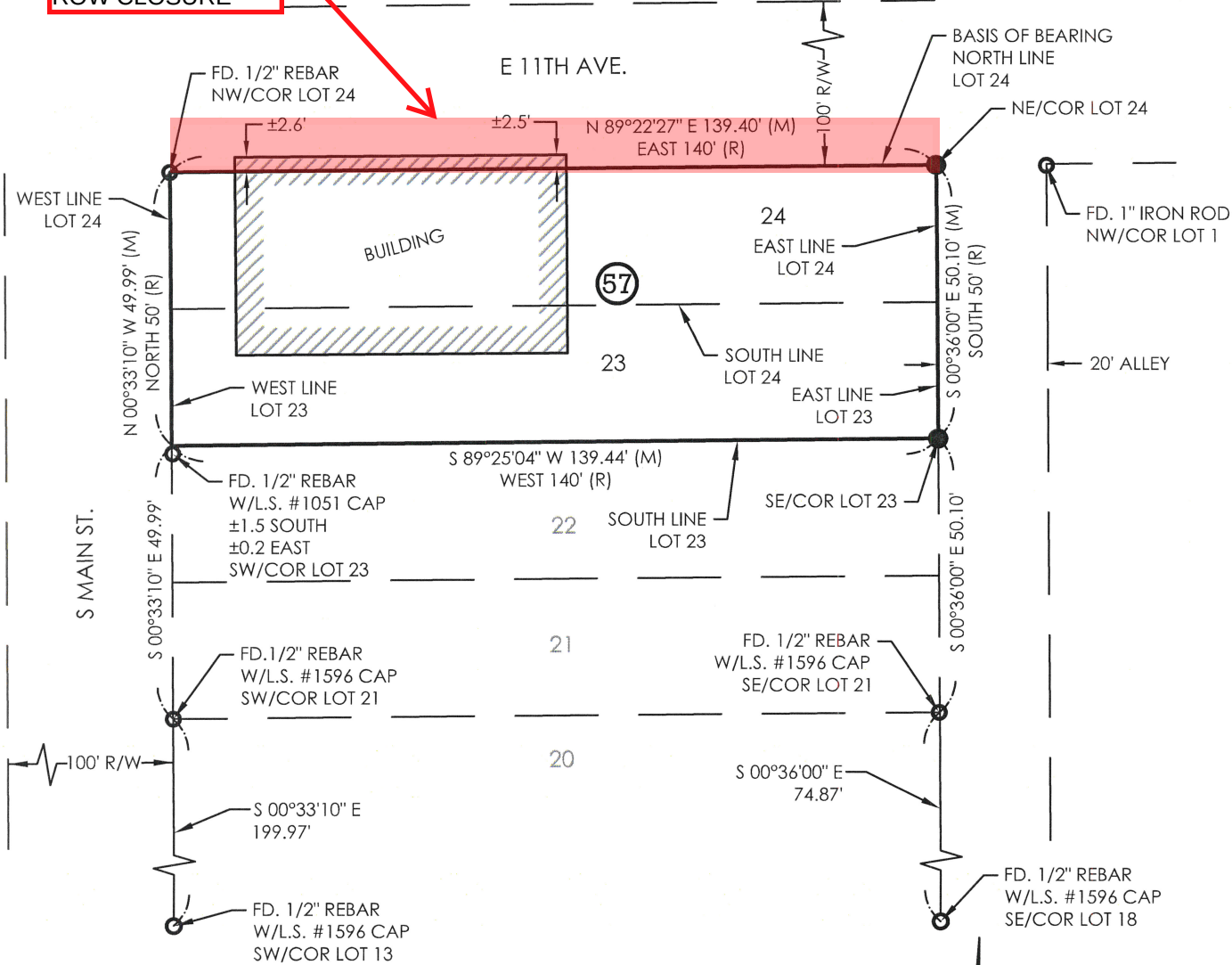
KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 03/25/2024
Second Reading: 04/01/2024

BOUNDARY SURVEY

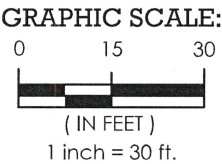
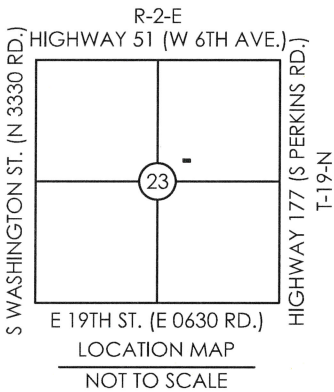
LOTS 23 & 24, BLOCK 57, ORIGINAL TOWN OF STILLWATER
PAYNE COUNTY, OKLAHOMA

PROPOSED 10-FT
ROW CLOSURE



LEGEND

- FOUND MONUMENT AS DESCRIBED
- SET 1/2" REBAR W/ C.A. #6858 CAP FOUND
- FD. (M) MEASURED DATA
- (R) RECORD DATA



LEGAL DESCRIPTION:

BOOK 1813, PAGE 607

LOTS TWENTY-THREE (23) AND TWENTY-FOUR (24), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

CONTAINING 6,977 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

GENERAL NOTES:

- THE BASIS OF BEARING BEING NORTH 89°22'27" EAST AS THE NORTH LINE OF LOT TWENTY-FOUR (24), BLOCK FIFTY-SEVEN (57), ORIGINAL TOWN OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
- THIS SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- A TITLE COMMITMENT, INDICATING APPLICABLE EASEMENTS, HAS NOT BEEN PROVIDED, THEREFORE ALL EASEMENTS MAY NOT BE SHOWN HEREON.
- LAST SITE VISIT 06-28-2021.

PAGE 1 OF 1
JOB NO. 301351

PARTY CHIEF: RW
PROCESSED BY: MS
DRAWN BY: ZR
CHECKED BY: MS
DATE: 6/29/2021
REV. DATE: N/A

USM
UNIVERSAL
SURVEYING & MAPPING, LLC

216 W. 6th Avenue, Stillwater, OK 74074 - Phone: (405) 372-0000
Fax: (405) 372-0002 - www.usmsurveying.com - Oklahoma CA #6858



Rec'd 01.03.2024 AM
CL24-01

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 1, 2024



Agenda Item:	11.a. CC-24-36
Previous/Related Action:	
Background/Issue:	Stillwater Housing Authority Executive Director Toni Broyles is requesting that Sue Bonner be reappointed to the Stillwater Housing Authority. Ms. Bonner's term expired in February 2024, and she is willing to serve another 3-year term. Ms. Bonner's application for this board is included in the packet.
Proposal/Solution:	
Financial Source/Impact:	
Related Strategic Priority:	
Recommended Action/Motion:	Reappoint Sue Bonner to the Stillwater Housing Authority for another 3-year term.
Prepared By:	Staff
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Bonner Application for SHA

Teresa Kadavy

From: noreply@civicplus.com
Sent: Tuesday, March 26, 2024 4:01 PM
To: Teresa Kadavy
Subject: Online Form Submittal: Application for Service on City of Stillwater Citizen Boards & Committees

This email originated from an **External Source**. Please use proper judgement and **Caution** when opening attachments, clicking links, or responding to this email.

Application for Service on City of Stillwater Citizen Boards & Committees

Appointments to citizen boards & committees are governed by [Article III, Sec. 2-114 Code of Ordinances](#). Applications are kept on file for three years.

First Name	Sue
Last Name	Bonner
Address	3122 N Madison Court
City	Stillwater
State	OK
Zip Code	74075
Phone Number	405-269-8612
Email Address	sue.bonner@okstate.edu
Name of Board / Committee:	Stillwater Housing Authority
Why are you interested in serving on this board / committee?	I would like to continue my service as an active SHA board member. I am very interested in seeing the start/completion of the proposed Tiny House Project.
Please list your qualifications for	I spent most of my career at OSU as a Human Resources professional. I enjoy working with individuals and developing or

serving on this board /
committee:

reviewing policy and procedures. I enjoy this committee and
helping to make decisions benefit those who live in our
community.

Today's Date:

3/26/2024

Email not displaying correctly? [View it in your browser.](#)