



Together, Investing in Municipal Excellence

CITY COUNCIL SPECIAL MEETING AGENDA
MAY 8, 2024

723 S. Lewis Street, Room 1122 B
Stillwater, OK 74074
5:30 PM

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

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

a.	Drinking Water Week - 2024
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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 meeting minutes from April 15, 2024		
b.	Approve Service Contract with Technical Programming Services, Inc. for utility billing services.	CC-24-51	Dana Mattox
c.	Reject all bids for Couch Park Comfort Station (Bid #17-2024)	CC-24-52	Barbara Bliss
d.	Authorize Mission of Hope's application for the 2024 Emergency Solutions Grant (ESG) and	CC-24-53	Shelly Crynes

	authorize the Mayor to sign grant documents.		
e.	Authorize Payne County Youth Services' application for the 2024 Emergency Solutions Grant (ESG) and authorize the Mayor to sign grant documents.	CC-24-54	Shelly Crynes
f.	Encroachment Agreement and Release of Liability (EARL) for an existing encroachment of private parking located at 1304 West 4th Avenue.	CC-24-55	Jacquelyn Porter
g.	Approve Fire Department Donation Budget Amendments as attached.		Terry Essary
h.	Encroachment Agreement and Release of Liability (EARL) for existing retaining walls built in the drainage easements of Park Valley Addition Section 1 and a dedicated utility easement near Park Valley Addition Section 1.	CC-24-56	Jacquelyn Porter
i.	Sheerar Stillwater History Museum Quarterly Report		Amelia Chamberlain
j.	Approve Task Order Agreement and Task Order 1 for 10th/Husband Parking with Gose & Associates	CC-24-57	Candy Staring
k.	Approve the purchase of the Phoenix G2 communication gateway interface with Central Square, our Computer Aided Dispatch system.	CC-24-58	Terry Essary
l.	Approve Extension of Operation/Maintenance Agreement with Henderson Golf Management, LLC		Christy Driskel
m.	Approve trade with OSU for the transfer of surplus ladder truck in exchange for future fire service training to the City's Fire Department in the amount equivalent to Twenty Five Thousand Dollars (\$25,000.00) which is the fair market value of the surplus truck and authorize the City Manager to sign any memorandums of understanding necessary for this purpose.		Terry Essary

5. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized

legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

6. Items Removed from the Consent Docket

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

7. General Orders

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

a.	Presentation, discussion and possible direction to staff regarding the Stillwater Animal Welfare facility.	CC-24-59	Dawn Dodson
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8. 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.

Second Read

a.	ORDINANCE NO. 3534: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING, CHAPTER 23, " LAND DEVELOPMENT CODE," ARTICLE V, "USE CATEGORIES AND LIMITATIONS," DIVISION 1, "GENERALLY," SECTION 23-96, "DEFINITIONS," BY ADDING THE TERM "COMMUNICATION SERVICES"; AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE VI, "LAND USE CLASSIFICATIONS," DIVISION 5, "INDUSTRIAL DISTRICTS," SECTION 23-161, "IG GENERAL INDUSTRIAL DISTRICT" BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT; AMENDING ARTICLE XXIV, TABLE OF USES, SECTION 23-435, CREATED, BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT AS AN IG GENERAL INDUSTRIAL USE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.
b.	ORDINANCE NO. 3535: AN ORDINANCE REZONING A TRACT OF LAND CONTAINING APPROXIMATELY 160 ACRES LOCATED AT THE NORTHWEST QUARTER SECTION OF PROPERTY ADDRESSED AS 1300 E. AIRPORT ROAD FROM PUBLIC (P) TO GENERAL INDUSTRIAL (IG).
c.	ORDINANCE NO. 3536 AN ORDINANCE AMENDING STILLWATER CITY CODE OF ORDINANCES BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCIAL AFFAIRS, DIVISION 2, PURCHASES OF SUPPLIES AND CONTRACTUAL SERVICES, SECTION 2-609, PUBLIC CONSTRUCTION CONTRACTS TO REVISE THE VALUE OF PURCHASES

	SUBJECT TO COMPETITIVE BIDDING; AND SECTION 2-612, PURCHASING; LIMITATIONS TO REVISE THE VALUE OF PURCHASES SUBJECT TO CITY COUNCIL APPROVAL; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.
d.	ORDINANCE NO. 3537 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF STILLWATER BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE I, IN GENERAL, BY AMENDING SECTION 2-1, TORT CLAIMS; WORKERS' COMPENSATION CLAIMS; PAYMENT

9. Appointments

a.	Sister Cities Council	CC-24-60	Stephanie Kinder
b.	Washington School Advisory Committee	CC-24-61	Christy Driskel

10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Adjourn

On May 7, 2024 at 11:45 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.



Drinking Water Week *May 1-7, 2024*

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life and is essential for health, hydration, and hygiene needs; and

WHEREAS, tap water delivers public health protection, fire protection, and support for our economy and quality of life efforts; and

WHEREAS, the hard work performed by the water sector, from designing capital projects, operators ensuring the safety and quality of drinking water, to a pipe crew maintaining the infrastructure to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, Stillwater residents are called upon to help protect our waters from pollution and to practice water conservation.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim May 1-7, 2024, as "Drinking Water Week," in the City of Stillwater.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED APRIL 11, 2024 AT 3:00 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
APRIL 15, 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 5:31 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

a. Child Abuse Prevention Month Proclamation

Mayor Joyce read the proclamation declaring April as Child Abuse Prevention Month. The proclamation was accepted by representatives from Payne County Health Department, Wings of Hope, Early Childhood Coalition and Resilient Payne County.

b. 100th Birthday of Albert (Al) Rutledge Proclamation

Mayor Joyce read the proclamation honoring Al Rutledge's century of life and he thanked Mr. Rutledge for a life of hard work and being a great example for future generations. Mr. Rutledge and his wife of almost 75 years accepted the proclamation.

4. CONSENT DOCKE4

- a. Approve April 1, 2024 regular and executive session meeting minutes
- b. Approve appointment of Anne Lee and Patti Shelton to the office of Deputy City Clerk effective April 15, 2024
- c. Award Bid #14-2024 Norman McNickle Municipal Complex Energy Efficiency Lighting Retrofit to Lighting, Inc. in the amount of \$67,564.10
- d. Approve budget amendments to increase revenue and expenditure accounts to fund property repairs at 19th Avenue & Sangre Road
- e. Approve purchase of 2024 Ford Police Interceptor K9 Vehicle from Superior Automotive Group for \$45,490 as outlined in the proposal and approve associated budget amendments to increase revenue and expenditure accounts to fund the purchase
- f. Award Bid #12-2024 Landscape Maintenance Services for City Facilities to Tus Nua Lawn and Landscape in the amount of \$80,100
- g. Award Supply Contract Bid #18-2024 Purchase of Fuel for City Vehicles to OnCue Marketing, LLC

- h. Approve budget amendment decreasing budget appropriations to close FY18 and FY19 pavement management program projects
- i. Approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Couch Park Comfort Station (Bid No. 17-2024), which time period shall not exceed a total of 45 days from the date of bid opening for good cause shown.

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

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

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

Roy Layes, 2609 S. Mar Vista Street, spoke in favor of local bid preference policy changes.

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. Receive public comment regarding a map amendment (MA24-01) to rezone a portion of property currently addressed as 1300 E. Airport Road, also referred to as the northwest quarter (NW/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian from Public (P) to General Industrial (IG) district.

City Planner Jacquelyn Porter stated that the applicant requests review and approval of a Map Amendment to rezone the northwest quarter of the property addressed as 1300 E. Airport Road from Public (P) to General Industrial (IG). This location is currently an undeveloped area of Stillwater. The request to rezone to General Industrial is to have the 450+ acres parcel zoned the same for potential future development opportunities.

Mayor Joyce opened and closed the public hearing as no one was present to speak.

The Planning Commission recommended approval with a 5-0 vote.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 1300 EAST AIRPORT ROAD.

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

- b. Receive public comment regarding a text amendment to Stillwater City Code Chapter 23, "Land Development Code," Article V, "Use Categories And Limitations," Division 1, "Generally," Section 23-96, "Definitions," by adding the term "Communication Services"; amending Chapter 23, "Land Development Code," Article VI, "Land Use Classifications," Division 5, "Industrial Districts," Section 23-161, "IG General Industrial District" by providing for "Communication Services" As a Permitted Use By Right; amending Article XXIV, Table Of Uses, Section 23-435, Created, by providing for "Communication Services".

City Planner Jacquelyn Porter reported that City staff requests review and approval of a text amendment to Stillwater City Code Chapter 23, "Land Development Code". She reported that periodically City staff

reviews and recommends updates to Chapter 23 of the Land Development Code to provide routine maintenance to ensure the City code is current with best practices that would benefit the Stillwater community and attract new economic development opportunities.

Mayor Joyce opened and closed the public hearing as no one was present to speak.

The Planning Commission recommended approval with a 5-0 vote.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE TEXT AMENDMENT TO CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE V, DIVISION 1, SECTION 23.96; ARTICLE VI, DIVISION 5, SECTION 23-161; AND ARTICLE XXIV, SECTION 23-435.

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. FY25 Budget Presentation

Assistant City Manager and Finance Director Christy Cluck presented the FY25 proposed budget. She presented the budget timeline, revenue by fund type and source and expenditures by fund type, category and source. Ms. Cluck discussed the FY25 projected net income, restricted and unrestricted funding and emergency reserve funds. She answered Council's questions.

No action was taken on this item.

9. RESOLUTIONS

a. Resolution No. CC-2024-9; SUA-2024-2; SEDA-2024-1: A resolution adopting revisions to the purchasing policy for the City of Stillwater and its Trusts

Procurement Manager John McClenny reported that the current purchasing policy was adopted in 2019. Since adoption, there have been changes to state statutes regarding purchasing thresholds and our current thresholds are beginning to cause issues with some fairly routine purchases due to cost increases and inflation. He stated that purchasing locally is staff's standard operating procedure as it is usually the best option for most purchases that don't require a competitive bid. However, inclusion of the broad local bidder preference in the policy causes confusion in practice. Mr. McClenny stated that to update the policy, staff recommends the following changes:

- Establish new purchasing thresholds to align with current state statute and address issues related to cost increases and inflation as follows. These recommendations are mirrored in the proposed ordinance changes:
 - \$0-\$49,999 - open market
 - \$50,000-\$99,999 - 3 written quotes and City Manager approval
 - \$100,000 and above - formal competitive bid and Council Approval
- Remove the local bidder preference from the policy.
 - If the Council wishes to apply a local bidder preference, we recommend directing staff to propose an ordinance change that complies with state law.

Discussion was held amongst staff and Council. City Attorney Kimberly Carnley and Mr. McClenny answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT STAFF'S RECOMMENDATION TO APPROVE THE RESOLUTION ADOPTING REVISIONS TO THE

PURCHASING POLICY, AND IF A LOCAL BIDDER PREFERENCE IS DESIRED, DIRECT STAFF TO PROPOSE AN ORDINANCE CHANGE THAT COMPLIES WITH STATE LAW.

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

- b. Resolution No. CC-2024-10: A resolution amending Resolution No. CC-2024-4 of the City Council to revise the number of members on The Washington School Advisory Committee

City Attorney Kimberly Carnley stated that this is a request by City staff to make a minor revision to increase the number of members of this advisory committee. This change is being requested due to some membership overlap between the City Advisory Committee and other organizations that are going to be engaged in fundraising for some of the same efforts as Washington School. Staff recommends increasing the number of committee members to 11.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2024-10 AS PRESENTED.

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

- c. Resolution No. CC-2024-11: A resolution adopting the guidelines for processing Tort Claims and Workers' Compensation Claims valued at less than \$100,000.00

City Attorney Kimberly Carnley stated that this resolution seeks approval to increase the settlement authority of the City Manager for tort claims and worker's compensation claims. Typically as a best practice, the purchasing limitation of the City Manager piggy-backs this provision in the ordinances.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2024-11 AS PRESENTED.

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

10. ORDINANCES

- a. First Reading

Ordinance No. 3534: An ordinance amending The Stillwater City Code by amending, Chapter 23, "Land Development Code," Article V, "Use Categories And Limitations," Division 1, "Generally," Section 23-96, "Definitions," by adding the term "Communication Services"; amending Chapter 23, "Land Development Code," Article VI, "Land Use Classifications," Division 5, "Industrial Districts," Section 23-161, "IG General Industrial District" by providing for "Communication Services" as a permitted use by right; amending Article XXIV, Table Of Uses, Section 23-435, Created, by providing for "Communication Services" as a permitted use by right as an IG General Industrial Use; repealing all ordinances to the contrary; and providing for severability.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3534 TO SECOND READING AS PRESENTED.

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

Ordinance No. 3535: an ordinance rezoning a tract of land containing approximately 160 acres located at the Northwest Quarter Section of property addressed as 1300 E. Airport Road from Public (P) to General Industrial (IG).

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3535 TO SECOND READING AS PRESENTED.

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

Ordinance No. 3536: An ordinance amending Stillwater City Code of Ordinances by amending Chapter 2, Administration, Article VI, Financial Affairs, Division 2, Purchases of Supplies and Contractual Services, Section 2-609, Public Construction Contracts to revise the value of purchases subject to competitive bidding; and Section 2-612, Purchasing; Limitations to revise the value of purchases subject to City Council approval; repealing all ordinances to the contrary; and providing for severability

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3536 TO SECOND READING AS PRESENTED.

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

Ordinance No. 3537: An ordinance amending the Code of Ordinances of the City of Stillwater by amending Chapter 2, Administration, Article I, in general, by amending Section 2-1, Tort Claims; Workers' Compensation Claims; payment

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3537 TO SECOND READING AS PRESENTED.

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

b. Second Reading

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).

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3532 AS PRESENTED.

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

11. APPOINTMENTS

a. Stillwater Public Library Board

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO REAPPOINT KATHRYN ROSS AND DONNA SINES TO THE STILLWATER PUBLIC LIBRARY BOARD.

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

b. Stillwater Public Library Trust Board

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO REAPPOINT CYNTHIA FRANCISCO TO THE STILLWATER PUBLIC LIBRARY TRUST BOARD.

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

c. Rural Water Advisory Board

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO REAPPOINT DANNY WICK AND APPOINT BILL FURMAN TO THE RURAL WATER ADVISORY BOARD.

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

d. Washington School Advisory Committee

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HAWKINS TO APPOINT THOMAS FIELDS, ANN HOUSTON, CALVIN MILLER, JESSIE SIMS AND KAY STEWART TO THE WASHINGTON SCHOOL ADVISORY COMMITTEE.

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

12. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.

b. Miscellaneous items from the City Manager:

- City Manager Kimberly Meek announced that the City now has an opt-in notification system for those who want to receive non-emergency, important notifications. Some examples of the notifications are: Emergency Management's Facebook page regarding possible severe weather, if Council is considering a bond election, if avoidance of an area due to a wild fire is necessary and much more.
- City Manager Kimberly Meek stated that this week is National Public Safety Telecommunicators Week and National Animal Control Officer Appreciation Week. It is important to recognize and honor the dedicated individuals who work tirelessly to ensure the safety and well-being of the community.
- Miscellaneous items from the City Council:
 - Councilor Hardin announced that the deadline to collect feedback for Stillwater's new Comprehensive Plan is approaching. Anyone that has not participated in the survey is asked to do that as soon as possible. It is available in hard copy form at the Stillwater Public Library and online at: stillwaterok.gov/envision. The Comprehensive Plan is important to establish a vision and blueprint for Stillwater's next 10 to 20 years.
 - Councilor Clark announced that the Friends of the Stillwater Public Library will have their annual Used Book Sale, April 18-21. The preview night is Thursday from 5 to 8 p.m., and the general public sale is Friday from 12 to 8 p.m. and Saturday, 10 a.m. to 5 p.m. The dollar bag sale will be on Sunday, 1:30 to 4 p.m.
 - Councilor Hawkins announced that the Stillwater Arts Festival is coming up and has more than 50 regional artists this year. This year's event will be at the Prairie Arts Center, 1001 S Duck Street, on Friday, April 19, 12-8 p.m., and Saturday, April 20, 9 a.m. to 6 p.m. This is a family friendly event that includes

live music, artist demos, food trucks, the farmer's market, and much more. The event will be at the library located at 1107 S. Duck.

- Vice Mayor Dzialowski informed residents that if anyone notices street flooding or drainage issues, street light outages, trash collection or animal control concerns, or other issues within the City, please share those with City staff on the Citizen Request Tracker. This will alert City staff of areas that need to be checked out and possibly repaired.
- Mayor Joyce informed residents to save the date for the annual Household Hazardous Waste event on Saturday, May 4, from 8 a.m. to 1 p.m., at the Convenience Collection Center. This event offers residents the opportunity to dispose of oil-based paint, pesticides & herbicides, lawn care products, pool chemicals, craft & hobby supplies, mixed fuels, and pharmaceuticals for free. The collection center is located at 807 South Perkins Road.
- i. Discussion about scheduling items for future meetings.

13. QUESTIONS & INQUIRIES

None.

14. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE APRIL 15, 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 April 15, 2024 regular meeting of the Stillwater City Council adjourned at 6:53 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	4.b. CC-24-51
Previous/Related Action:	
Background/Issue:	In June of 1999, the City of Stillwater entered into a contract with Technical Programming Services, Inc. (TPSi) to provide printing and mailing service for the City's utility bills. The original contract was for an 18-month period which would continue for succeeding 18-month periods unless terminated by either party. Over the years, contract extensions have been approved. TPSi has provided continual, consistent, reliable, professional services to the City. They have been very responsive to requests to tweak programming and customize the utility bills over the years of service. They routinely inform City staff of potential situations that may affect the overall cost of service such as the cost of paper, envelopes, and postal increases. Over the years, staff has worked closely with TPSi to create custom integrations to the City's utility billing software provider (CentralSquare) as well as a third-party provider (Paymentus) that the City partners with for e-bill services and on-line payments. These integrations automate processes that allow for paper bill formatting and creation, paper bill mailing, e-bill delivery, and bill image history files for our customers.
Proposal/Solution:	Staff is requesting approval of contract with TPSi for printing and mailing of City utility bills.
Financial Source/Impact:	No appropriations are necessary for this action.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve the contract with TPSi and authorize the City Manager to sign related documents.
Prepared By:	Dana Mattox, Utility Billing/Customer Service Director
Reviewed By:	Dana Mattox Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

1. TPSi contract Exhibit A
2. TPSi sole source authorization
3. TPSi signed contract

Exhibit A

April 15, 2024

TPSi Pricing for Stillwater Utility Authority

Utility Bill Service Charges

Printing (includes form)	\$0.063 per side
Mail Preparation #10	\$0.02 per piece
Mail Preparation 9x12	\$0.50 per piece
Postal Presorting	\$0.00 per piece
#10 Pistol Window Envelope	\$0.027 per piece
#9 Remittance Envelope	\$0.022 per piece
9x12 Envelope (paper)	\$0.55 per piece
9x12 Envelope (Tyvek)	\$1.50 per piece

Cutoff Notices

Printing (includes form)	\$0.063 per side
Mail Preparation #10	\$0.02 per piece
Mail Preparation 9x12	\$0.50 per piece
Postal Presorting	\$0.00 per piece
#10 Pistol Window Envelope	\$0.027 per piece
#9 Remittance Envelope	\$0.022 per piece
9x12 Envelope	\$0.55 per piece

Electronic Archive & eBills/eStatements

Indexed PDF Archive	\$0.015 per page(side)
Internet Statements	\$0.015 per statement

Postage

All statement files in excess of 500 valid addresses will be presorted to the best possible USPS discount rate (currently 5-digit and full service submission). Postage is a pass-through expense and will be billed accordingly – including anticipated annual USPS price increases. Non-qualifying pieces/jobs will be mailed at full rate.

Programming

Initial programming and setup	\$150 per hour @ 40 hours minimum*
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*Initial Programming is negotiable and may be waived in lieu of a contract term of 36 months.

Flat Rate programming	\$150 per hour
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Flat rate Programming charges apply for changes that occur subsequent to initial setup (typically after 6 months).

Price Increases

TPSi infrequently receives notification of paper commodity price increases (mill price increases). When this occurs, TPSi will pass along copies of these notifications and will adjust printing and/or envelope prices accordingly.



**Authorization for
Sole Source Purchase**

attach approved form to requisition

City Department: Utility & Billing Services

Select the most appropriate reason for the sole source request:

- ☐ Request for a specific make, model or brand
☒ Authorization for a singular vendor of supplies or services
☐ Proprietary supplier for parts or assemblies for a specific make and model of equipment
☐ The acquisition of supplies or services pursuant to a lawful agreement
☐ The purchase of brand name products for resale

Provide details that justify the sole source purchase along with product or service descriptions:

Request to use Technical Programming Services, Inc. (TPSi) for utility bill services. TPSi is the current vendor used for processing the City utility bills. TPSi has created complex custom programs to generate bill images using 12 data files from our billing software, which are uploaded to them each billing cycle. Those files are processed and used to create the utility bill which gets mailed to our customers. They also send bill images along with an index file to another third party vendor so customers can view and pay their bills on-line. TPSi also creates bill image files and makes them available to the City of Stillwater on an FTP server.

Describe the research methods used to determine that alternative vendors or products are not available in the open market:

Over the years, TPSi has created custom integrations and interfaces to the City's utility billing software provider (CentralSquare) as well as a third-party provider (Paymentus) that the City partners with for e-bill services and on-line payments. These custom integrations are not currently available from another vendor and would be difficult, time-consuming, and costly to recreate.

Vendor's Name: Technical Programming Services Inc

Submitted By:

Dana Mattox

Printed Name

Dana Mattox

Signature

3/27/24

Date

Director Review:

Dana Mattox

Printed Name

Dana Mattox

Signature

3/27/24

Date

Procurement Specialist Review:

☒ Confirmed ☐ Declined

[Signature]

Signature

3/27/24

Date

Review Comments:

City Council Approval Date (for purchases of \$50,000 or more): _____

Last Update: 10/7/2021

SERVICE CONTRACT

Agreement made this 6th day of May, 2024, by and between Stillwater Utility Authority, a municipal corporation, hereinafter referred to as "Customer" and Technical Programming Services, Inc., a corporation incorporated under the laws of the State of Oklahoma, having its principal place of business at 5544 South 104th East Avenue, Tulsa, Oklahoma, 74146, hereinafter referred to as "TPSi".

1. During the period of this contract, TPSi agrees to laser print and mail computer tapes and/or data submitted by Customer for the sole use, benefit and purpose of the Customer, subject to the terms below. This Services Contract shall be for a period of 36 months, commencing on July 1, 2024. This Contract shall continue for succeeding like 3 year periods, unless either party notifies the other at least ninety (90) days before the end of the term or extension then in effect, of its intention to terminate, in which case this Contract shall terminate at the end of such term or extension then in affect, subject to the following paragraph:

Customer is subject to the debt limitation provisions of Article 10, § 14 of the Oklahoma Constitution. In the event that no appropriation is made that is sufficient to service this agreement, or any extension thereof for future fiscal years, then this agreement or the extension shall be null and void. The Customer shall notify TPSi in writing of any such non-allocation of funds at the earliest possible date.

2. Cost to the Customer shall be determined by the volume price schedule (see Exhibit A).

3. TPSi agrees to keep all computer files and/or data submitted by Customer and documents produced therefrom confidential and not divulge, discuss or reveal to any person, corporation or association the contents of the computer tapes and documents except as necessary to reveal same to TPSi employees, agents and servants actually engaged in the transfer of the computer tapes or data.

4. TPSi shall produce documents under the terms of this contract and warrants that all such documents shall be delivered free from defects in material. TPSi's obligation under this warranty is limited to replacing documents that are defective or damaged at time of delivery to Customer. This warranty is expressly made in lieu of all other warranties, express or implied, including specifically without limiting the generality thereof, any express or implied warranty of merchantability, fitness for purpose sold, description, quality, or any other matter of any documents produced by TPSi. TPSi expressly denies any power or authority on the part of any person to incur or assume for TPSi any other liability in connection with the sale of any documents and disclaims any and all obligations or liabilities arising or which may arise in connection with the sale of use of any documents produced by TPSi. TPSi assumes no liability for illegible or erroneous material or data submitted by Customer for processing.

5. TPSi shall indemnify and hold harmless Customer, its employees, officers, directors, successors, and assigns, from any action, claim, damage, injury, cost or expense, including reasonable attorney fees, arising out of or in any way relating to TPSi's performance of its duties and obligations under this Agreement.

6. All products prepared by and services performed by TPSi shall be error free and of the highest quality. Any products or services containing errors shall be promptly repaired or replaced by TPSi.

7. Either party may terminate this Agreement in the event of a material breach by the other party. This Agreement may not, however, be terminated for failure to make payment if the amount of the payment is disputed. The parties agree to attempt to resolve any such dispute in good faith.

8. This Agreement may be terminated without penalty if either party is directed or required to do so by any regulatory or governmental agency of authority, by any insurer, or if the continuation of the Agreement would violate any statute, law or regulation.

9. Neither party may assign this Agreement without the prior written consent of the other party.

10. Notwithstanding any provision to the contrary, in the event this Agreement is terminated by any party for any reason whatsoever, TPS agrees to immediately return any and all records and other documents provided by Customer to TPSi. In addition, TPSi will ship and bill Customer for any unused paper, envelopes, and/or other materials that have been purchased and used for the sole purpose of fulfilling this Agreement.

11. TPS warrants that the products and services it provides under this Agreement will comply with all applicable state and federal laws and regulations.

12. The prices charged by TPSi during the term of this Agreement are set forth in Exhibit A. These prices shall not change during the term of this Agreement (unless otherwise stated) without the consent of Customer.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TECHNICAL PROGRAMMING SERVICES, INC.

By Roger Albert for TPSi

CUSTOMER

By _____

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	4.c. CC-24-52
Previous/Related Action:	The city received bids to replace the comfort station at Couch Park with either a prefabricated structure or a build on-site facility. All three bids utilized the prefabricated structure and ranged in price from \$350,765 to \$412,000.
Background/Issue:	The comfort station at Couch Park was quite old and needed to be replaced. The unit had no heat and was closed off during colder months. It was a difficult facility to clean and maintain. Lighting was a problem and parents were reluctant to send their children into the bathroom. The old bathroom was demolished and the park currently has portable toilets in use.
Proposal/Solution:	Replace the unit with either a prefabricated bathroom or a build on-site facility.
Financial Source/Impact:	The project was estimated at \$225,000. Bids came in over budget.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Reject all bids and redesign the comfort station to reduce the cost of building a new facility.
Prepared By:	Barbara Bliss, Community Resources Director
Reviewed By:	Barbara Bliss Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	4.d. CC-24-53
Previous/Related Action:	CC-23-65
Background/Issue:	• Mission of Hope has benefited for many years from funding from the Housing and Urban Development (HUD) agency for its day-to-day operation of a shelter located in Stillwater for the unhoused. • The Emergency Solutions Grant (ESG) aids funding for residents in the areas of emergency shelter, administration, rapid re-housing, outreach, and prevention services.
Proposal/Solution:	• The City of Stillwater must give authorization for the Mission of Hope to apply for this grant. • Authorization of this grant application will allow a critical population to continue to receive needed services.
Financial Source/Impact:	This application will not impact the City of Stillwater's budget.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to authorize the Mission of Hope's application for the 2024 Emergency Solutions Grant and authorize the Mayor to sign the grant documents.
Prepared By:	Shelly Crynes, Grants Manager
Reviewed By:	Christy Cluck Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Certification of Local Government MOH
2. Local Government Certification-MOH

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

Emergency Solutions Grant (ESG) Program

To be submitted **ONLY** by **Community Action Agencies (CAA)** or **Independent Nonprofits** and to be prepared by Units of General Local Government.

I, William H. Joyce, Mayor, (name of local government official and title) duly authorized to act on behalf of the City of Stillwater (name of jurisdiction) hereby approve the following emergency shelter activities proposed by Mission of Hope (name of CAA/Nonprofit) which is (are) to be located in City of Stillwater, OK (name of jurisdiction).

William H. Joyce, Mayor

Name of Chief Elected Official and Title

Signature of the Chief Elected Official

May 8, 2024

Date

LOCAL GOVERNMENT CERTIFICATION

Emergency Solutions Grant (ESG) Program

To be submitted ONLY by Units of General Local Government Applicants.

I, William H. Joyce, Mayor, Chief Elected Official of

City of Stillwater, certify that the units of general local government will comply with the following:

The requirements of 24 CFR Sec. 576 and the current Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.

The building standards requirement of 24 CFR Sec. 576.55.

The requirements of 24 CFR Sec. 576, concerning assistance to the homeless.

The requirements of 24 CFR Sec. 576.330, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

William H. Joyce, Mayor

Name of Chief Elected Official and Title

May 8, 2024

Signature of Chief Elected Official

Date

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	4.e. CC-24-54
Previous/Related Action:	CC-23-66
Background/Issue:	• Payne County Youth Services has benefited from funding provided by the Housing and Urban Development agency (HUD) for its day-to-day operation of emergency youth services located in Stillwater. • The Emergency Solutions Grant (ESG) aids funding for residents in the areas of operations, essential services, prevention services, and rehousing.
Proposal/Solution:	• The City of Stillwater must authorize approval for Payne County Youth Services to apply for this grant. • Authorization of the grant application will allow a critical population to continue to receive valuable needed services.
Financial Source/Impact:	This project will not impact the City of Stillwater's budget.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to authorize Payne County Youth Services' application for the 2024 Emergency Solutions Grant and authorize the Mayor to sign the grant documents.
Prepared By:	Shelly Crynes, Grants Manager
Reviewed By:	Christy Cluck Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Certification of Local Government Approval for Nonprofit Organizations_
2. Environmental Review Record
3. Local Government Certification

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

Emergency Solutions Grant (ESG) Program

To be submitted ONLY by Community Action Agencies (CAA) or Independent Nonprofits and to be prepared by Units of General Local Government.

I, _____, (name of local government official and title) duly authorized to act on behalf of the _____ (name of jurisdiction) hereby approve the following emergency shelter activities proposed by _____ (name of CAA/Nonprofit) which is (are) to be located in _____ (name of jurisdiction).

_____ Name of Chief Elected Official and Title	May 8, 2024
_____ Signature of the Chief Elected Official	_____ Date

ENVIRONMENTAL REVIEW RECORD FOR EXEMPTIONS/RELEASE OF FUNDS

Oklahoma Department of Commerce/Office of Community Development

Emergency Solutions Grant Program

Environmental Review or Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5

Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION

Contractor Name:		Funds Requested:
Address:		Date of Request:
Project Description (Brief):		
I have reviewed and determined that the above-mentioned project is a Categorically Excluded activity (subject to §58.5) per 24 CFR §58.35(a) as follows: (Place checkmark by each requirement to verify that Applicant's project does not include any item listed)		
☐	58.35(a) (1). Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets);	
☐	58.35(a) (2). Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons;	
☐	58.35(a) (3). Rehabilitation of buildings and improvements when the following conditions are met:	
☐	58.35(a) (3) (i). In the case of a building for residential use (with one to four units), the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland;	
☐	58.35(a) (3) (ii). In the case of multifamily residential buildings: (A) Unit density is not changed more than 20 percent; (B) The project does not involve changes in land use from residential to non-residential; and (C) The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.	
☐	58.35(a) (3) (iii). In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; AND (B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.	
☐	58.35(a) (4) (i) An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or	
☐	58.35(a) (4) (ii) An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site. 58.35(a) (iii) Paragraphs (a) (4) (i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a) (3) (i) of this section).	
☐	58.35(a) (5). Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.	
☐	58.35(a) (6). Combinations of the above activities.	
Signature of Authorized Official: _____		
Name & Title of Authorized Official: _____		
Date: _____		

LOCAL GOVERNMENT CERTIFICATION

Emergency Solutions Grant (ESG) Program

To be submitted ONLY by Units of General Local Government Applicants.

I, _____, Chief Elected Official of

_____, certify that the units of general local government will comply with the following:

The requirements of 24 CFR Sec. 576 and the current Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.

The building standards requirement of 24 CFR Sec. 576.55.

The requirements of 24 CFR Sec. 576, concerning assistance to the homeless.

The requirements of 24 CFR Sec. 576.330, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

Name of Chief Elected Official and Title

May 8, 2024

Signature of Chief Elected Official

Date

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	4.f. CC-24-55
Previous/Related Action:	None
Background/Issue:	The property owner, CB Enterprises, LLC, has existing private parking at 1304 West 4th Avenue that encroaches into South Garfield Street's right-of-way. The subject property has a two-story apartment complex with private parking areas located to the south and east of the structure. The east private parking is angled parking that encroaches 6 feet into the right-of-way of South Garfield and runs along South Garfield Street for 106 feet, making the area 636 square feet of private parking encroaching.
Proposal/Solution:	This Encroachment Agreement and Release of Liability (EARL) is an agreement between the City of Stillwater and the current property owner of 1304 West 4th Avenue, CB Enterprises, LLC, to allow the continuance of private parking to encroach into South Garfield Street 6 feet and along South Garfield 106 feet.
Financial Source/Impact:	None
Related Strategic Priority:	#6 ENGAGED & INVESTED RESIDENTS #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve Encroachment Agreement and Release of Liability (EARL) for 1304 West 4 th Avenue and authorize the City Manager to execute the Agreement.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. ROWA23-0009 EARL signed by owner

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY

(Existing Encroachment)

This Encroachment Agreement and Release of Liability for an encroachment on a Public Property/Easement/Right-of-Way is entered into by and between the City of Stillwater, an Oklahoma municipality (City), and CB Enterprises, LLC, (Owner).

The City owns public property, an easement and/or right-of-way across, upon or adjacent to Owner's property. Owner's property is more particularly described as:

THE EAST 100 FEET OF LOT FOUR (4) IN BLOCK FIVE (5), WEST COLLEGE HEIGHTS ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

Also, known as 1304 W. 4th Avenue, Stillwater, OK

Owner has, without permission of the City, constructed or permitted the construction of a structure or other encroachment, namely private parking encroaching 6' into the right-of-way and 106' runs 106' parallel north and south along west side of S. Garfield St., upon a portion of the public property/easement/right-of-way on or adjacent to Owner's property, said portion being described as:

SEE ATTACHED "Encroachment Agreement Exhibit"

The City grants to Owner permission to maintain the structure or other encroachment on the above-described portion of public property/easement/right-of-way.

The Owner shall not construct or permit additional encroachments upon the public property/easement/right-of-way, and shall not alter, improve, replace or add to the permitted encroachment without prior written permission of the City.

The City reserves the right to remove, allow the removal, or require Owner to remove all encroachments from the applicable public property/easement/right-of-way at any time in the event that the encroached upon public property/easement/right-of-way is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public property/easement/right-of-way, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages** against the City of Stillwater, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described public property/easement/right-of-way.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public property/easement/right-of-way, Owner also agrees to **indemnify, defend (at the City's option), and hold harmless** the City, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature** directly or indirectly arising out of or in connection with the encroachment upon the above described public property/easement/right-of-way.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public property/easement/right-of-way, Owner also agrees to **reimburse City for any direct or indirect costs or expenses** that the City may incur as a direct or indirect result of any encroachment upon the above-described property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above property/easement/right-of-way.

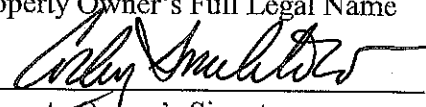
OWNER UNDERSTANDS THE PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS ASSOCIATED WITH THIS AGREEMENT, AND OWNER AGREES TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Stillwater, Oklahoma will rely on this statement, the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Stillwater, Oklahoma, its citizens, employees, officers, agents, and assigns.

The Owner shall not assign this agreement without the prior written consent of the City, which shall not be unreasonably withheld.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

CB Enterprises, LLC
Property Owner's Full Legal Name


Property Owner's Signature

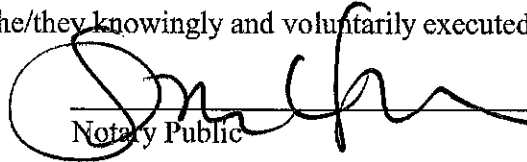
OWNER

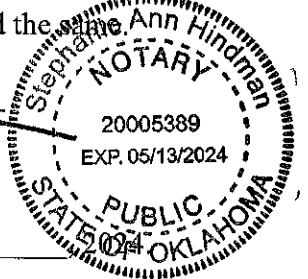
Corby Smithton, Member Manager of CB Enterprises, LLC
Title/Office of Signatory

State of Oklahoma)
) ss.
County of Payne)

On this 16th day of April, 2024 before me personally appeared
Corby Smithton D.O. known to me to be the person(s) named herein and who
executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**
and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.

5/31/2024
My Commission Expires


Notary Public



APPROVED by the City Council of the City of Stillwater, Oklahoma on: _____

CITY OF STILLWATER, a municipal corporation

By: _____
Mayor

ATTEST:

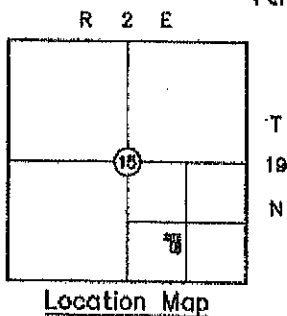
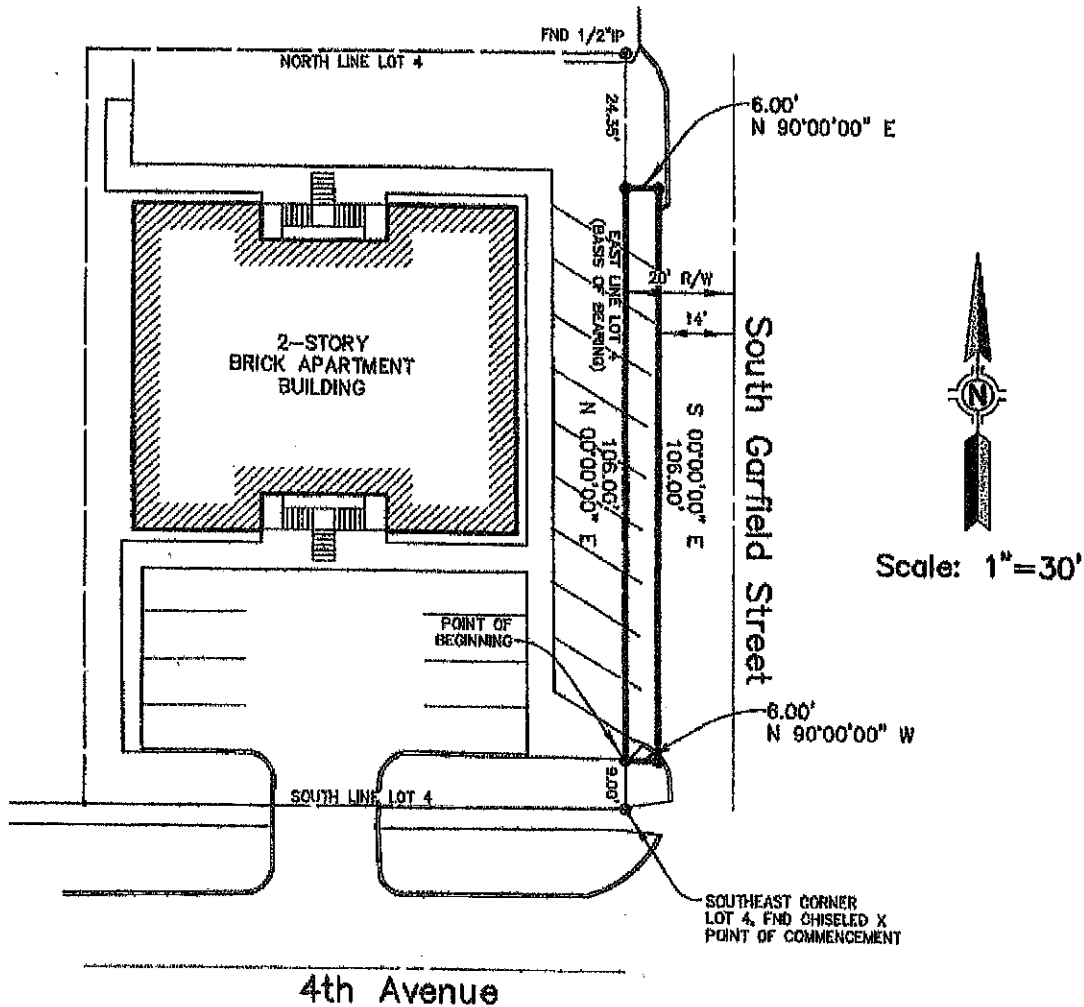
APPROVED:

City Clerk

City Attorney

Encroachment Agreement Exhibit, Page 1 of 2

a part of
Garfield Street, being
a part of the SW/4 SE/4 Section 15, T-19-N, R-2-E
Payne County, Oklahoma

**Crossroads Survey Company, LLC**

P.O. BOX 1772
CUSHING, OKLAHOMA 74023
PHONE: (818) 225-0345
C.A. NO. BB41 EXPIRES 6/30/2024

FILE: 1902.15	SURVEY BY: CC/SB	DATE: 12/01/2023
ORDER: 2123.01	DRAWN BY: CKC	SCALE: 1"=30'
BOOK:	CHECKED BY: CKC	SHEET 1 OF 2

Encroachment Agreement Exhibit, Page 2 of 2

a part of
Garfield Street, being
a part of the SW/4 SE/4 Section 15, T-19-N, R-2-E
Payne County, Oklahoma

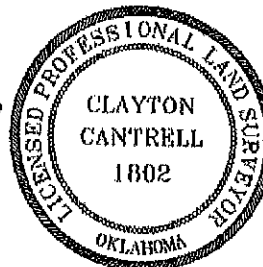
Legal Description

A STRIP OF LAND THAT IS PART OF GARFIELD STREET, BEING A PART OF THE SW/4 SE/4, SECTION 15, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 5, WEST COLLEGE HEIGHTS ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, THENCE NORTH 00°00'00" EAST ALONG THE EAST LINE OF SAID LOT 4 FOR 9.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE CONTINUING NORTH 00°00'00" EAST ALONG SAID EAST LINE FOR 106.00 FEET; THENCE NORTH 90°00'00" EAST FOR 6.00 FEET; THENCE SOUTH 00°00'00" EAST FOR 106.00 FEET; THENCE NORTH 90°00'00" WEST FOR 6.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND. SAID STRIP OF LAND CONTAINS 636 SQUARE FEET, MORE OR LESS.

I, CLAYTON CANTRELL, CERTIFY THAT THE ABOVE LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF ENCROACHMENT AGREEMENT AREA AS DESCRIBED.

BY:

CLAYTON CANTRELL
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1802



Crossroads Survey Company, LLC

P.O. BOX 1772
CUSHING, OKLAHOMA 74023
PHONE: (918) 225-0345
G.A. NO. 6841 EXPIRES 6/30/2024

FILE: 1802.15	SURVEY BY: CC/SB	DATE: 12/01/2023
ORDER: 2123.01	DRAWN BY: CKC	SCALE: 1"=30'
BOOK:	CHECKED BY: CKC	SHEET 2 OF 2



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: 04/18/2024

Department: Fire

Requested by: Terry Essary

*cc
Consent i*

Explanation:

Revenue:

Increase revenue projection to reflect a donation from Sigma Alpha Epsilon to the Fire Department.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donation	1016510 - 48701	24FD02101	\$ 0	\$ 1,000	\$ 1,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,000

Reviewed by Department Manager: *Terry Essary*

Date: 4-18-24

Reviewed by Finance: *Clay Cluck*

Date: 4-18-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request

For Budget Year 2024Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449Office: 405.372.0025
Web: stillwater.orgDate: 04/18/2024Department: FireRequested by: Terry Essary

Explanation:

Expenditure:

Appropriate funds for Fire Department training materials funded by a donation from Sigma Alpha Epsilon.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donation	1016510 - 53055	24FD02101	\$ 0	\$ 1,000	\$ 1,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,000

Reviewed by Department Manager:

Date:

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes☐ No

Date:

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	4.h. CC-24-56
Previous/Related Action:	March 7, 2024, Board of Adjustment
Background/Issue:	The property owners, IH Development, L.L.C., and Ideal Homes of Norman, LP, have an existing encroachment for retaining walls already constructed and located in the City's drainage easements and dedicated utility easement. There has been prior correspondence with staff regarding the location of the retaining walls dating back to October 2020, before the construction. In the various correspondence over the timeline of this project for Park Valley Addition Section 1, staff members from multiple departments directed that the retaining walls were not to be built in public easements. Part of the conditions for the final plat and improvements acceptance in August 2023 was that the retaining walls were not to be constructed until the Encroachment Agreement and Release of Liability (EARL) were approved and accepted. Another condition was the owners were not allowed to submit building permits for the list of lots adjacent to unfinished improvements, which happened to include the areas for the retaining walls. On October 21, 2023, staff received draft encroachment agreements from the Owners' Project Manager to allow the construction of retaining walls in the easement. During the staff's preliminary review period of the agreements, with an on-site visit, it was observed that the retaining walls were built and located in easements. Due to the construction of the retaining wall prior to the current staff review, it was discovered that the retaining wall built in the rear yards of Block 3 Lots 6-9 was not only built in the drainage easement but extended into the rear yard of Block 3 Lot 1 Utility Easement along with a portion of the wall crossing over a sewer line that runs between Block 3 Lot 7 and 8 and crosses the rear property lines to connect to the sewer line that runs north and south in the 20 feet utility easement that is located in the rear yard of Block 3 Lots 1-5. The wall was constructed without putting the required casing over the sewer line, which protects the sewer line and supports the weight and gravity of the retaining wall on the sewer line. Additionally, the retaining wall located in the dedicated utility easement crosses over an 18-inch

water transmission line, which runs from West 26th Avenue to the Frye Farms subdivision, located directly south of Park Valley Addition's development. The water transmission line can be located in Outlot "C" between Block 4 Lots 12 and 13 of Park Valley Addition Section 1. This raised concerns about the impact the retaining wall might have being built over the water transmission line.

Over the past several months, staff, the owners, and project managers have worked to address the aftermath of the construction of the retaining walls in City dedicated easements. The owners and project managers have removed the portion of the wall that extended into the utility easement located in the rear yard of Block 3 Lot 1 and provided documentation verifying that the retaining wall built over the water transmission line has not damaged or jeopardized the integrity of the line. Per an email City Staff received by the owners on Friday, April 26th, a saddle casing was installed on Wednesday, April 24th over the sewer line running east and west between Block 3 Lots 7 and 8. The City Staff and the owners are in correspondence on the inspections and documentation for the saddle casing.

The existing walls are considered permanent structures in drainage easements and utility easements. Section 23-83.a.3 of the Land Development Code prohibits permanent structures from being constructed and/or maintained within a drainage or utility easement. A variance was requested for Section 23-83.a.3 and was presented to the Board of Adjustment on March 7, 2024. The Board of Adjustment approved the request with the conditions; an EARL including the utility easements located on the other side of the rear property line be approved by the City Council and a saddle casing be placed on the sewer line between Block 3 Lots 7 and 8.

The City Council's acceptance of the encroachment agreement is one step closer to allowing the owner to submit building permits for the lots on which the retaining walls are located.

Proposal/Solution:

Due to the encroachment of the constructed retaining walls, a variance is/was needed to allow permanent structures to be in easements, and an Encroachment Agreement and Release Liability is an agreement needed to protect the City of Stillwater, Oklahoma, its citizens, employees, officers, agents, and assigns.

Financial Source/Impact:

None

Related Strategic Priority:

#3 SAFE COMMUNITY
#2 MOTIVATED MANAGEMENT

Recommended Action/Motion:	Motion to approve Encroachment Agreement and Release of Liability (EARL) for Park Valley Addition Section 1 Block 3 and 4 and General Utility Easement defined in Book 2737, Page 319-326.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. VAR24-01 BOA Report
2. EARL with Exhibits for ROWA23-0006 Park Valley Addition Sec 1 and UE Existing Retaining Walls
3. Draft Board of Adjustment Notification of Action

Date of Meeting: March 7, 2024
Subject: Section 23-83.a.3 prohibiting permanent structures from being constructed and/or maintained within a drainage or utility easement.
Project Name: VAR24-01
Location: At or Near 2821 South Columbus Drive, 2817 South Columbus Drive, 2813 South Columbus Drive, 2809 South Columbus Drive, 2811 South Bowling Drive, 2815 South Bowling Drive, 2819 South Bowling Drive, 2823 South Bowling Drive, 2825 South Bowling Drive; see additional attached legal description

BACKGROUND

The subject properties are part of the Park Valley Addition Section 1, Block 3 and Block 4, addressed as 2821 South Columbus Drive, 2817 South Columbus Drive, 2813 South Columbus Drive, 2809 South Columbus Drive, 2811 South Bowling Drive, 2815 South Bowling Drive, 2819 South Bowling Drive, 2823 South Bowling Drive, 2825 South Bowling Drive and a dedicated utility easement adjacent to the north property line of Block 4. Section 1 of Park Valley Addition is located near the intersection of South Western Road and West 29th Avenue. The property is zoned Small Lot Single Family (RSS) with similar zoning surrounding it except to the West which is zoned Commercial General (CG).

The applicant previously has requested several variances: VAR23-08 - A variance to Section 23-195(b) 4 of the Land Development Code relating to the number of subdivision signs per entrance for the South Western Road entrance to the Park Valley Addition and the Board of Adjustment denied the request; VAR23-15 - A variance to Section 23-195(e) to encroach into the required ten foot setback for all signs in Large Lot Single Family (RSL) and Small Lot Single Family (RSS) zoning district and the Board of Adjustment denied the request; VAR23-16 - A variance to Sec. 23-187 to permitted uses in the Residential Small Lot Single Family (RSS) Zoning to allow a temporary parking lot on a residential lot which was approved with conditions by the Board of Adjustment.

The current variance request is for retaining walls already constructed and located in the City's drainage easements and dedicated utility easement. The applicant has stated that none of the retaining wall foundations encroach into the abutting property. The below legal description details separate the retaining walls into three groups based on their locations, defined below. Section 23-83.a.3 prohibits permanent structures from being constructed and/or maintained within a drainage or utility easement. The existing walls are considered permanent structures in drainage easements and utility easements. There has been prior correspondence with staff regarding the location of the retaining walls dating back to October of 2020, prior to the construction. In the various correspondence over the timeline of this project for Park Valley Addition Section 1, staff members from multiple departments directed that the retaining walls were not to be built in public easements. Part of the conditions for the acceptance for the final plat and improvements in August of 2023 was that the retaining walls were not to be constructed until the Encroachment Agreement and Release of Liability (EARL) and variances were approved and accepted.

Specific Portions of the aforementioned retaining walls:

1. Block 3 Lots 6-9: 2821 South Columbus Drive, 2817 South Columbus Drive, 2813 South Columbus Drive & 2809 South Columbus Drive

The retaining wall that was constructed in the drainage easement located in rear yard of Block 3 Lots 6-9 and extends through the rear yard of Block 3 Lot 1 into a utility easement. The applicant has stated that the portion of wall that projects into the Block 3 Lot 1 utility easement will be removed and only provided a legal description for the portions of wall located in Block 3 Lots 6-9. At the time this report was written, the portion of the retaining wall in Block 3 Lot 1 has not been removed. This retaining wall in Block 3 runs north from West 29th Avenue for about 256.63 feet and it tapers in height from 8 feet to a minimum of 6 feet with a width of 12 inches. The distance of the wall from the rear property lines varies from 0.3 feet to 1.4 feet.

A portion of the wall crosses over a sewer line that runs between Block 3 Lot 7 and 8 and crosses the rear property lines to connect to the sewer line that runs north and south in the 20 feet utility easement that is located in the rear yard of Block 3 Lots 1-5. The wall was constructed without putting the required casing over the sewer line, which protects the sewer line and supports the weight and gravity of the retaining wall on the sewer line.

2. Block 4 Lots 1-5: 2811 South Bowling Drive, 2815 South Bowling Drive, 2819 South Bowling Drive, 2823 South Bowling Drive, 2825 South Bowling Drive

This retaining wall runs north in the rear yards of Block 4 Lots 1-5 in the drainage easement. The wall starts on Block 4 Lot 4 in the rear yard going north for approximately 181.42 feet to the north property line of Block 4 Lot 1. The height of the retaining wall increases in height from 2.5 feet up to maximum of 8 feet with a width of 12 inches. The distance of the retaining wall from the rear property lines starting on the Lot 4 property line at 0.0 feet to Lot 3 property line at 0.3 feet with it moving into the Lot 2 property line approaching 0.1 feet proceeding into Lot 1 being approximately 0.0 feet from the property line.

3. Dedicated Utility Easement

A utility easement is located north of and adjacent to the platted Park Valley Addition Section 1 Block 4 Lots 8-14. A portion of the utility easement that is north of the northern property lines of Block 4 Lot 1 and Lot 8 that runs north for 75 feet and is 30 feet wide. That same utility easement also runs adjacent to the north property lines of Block 4 Lots 8-14 for 537.92 feet at a width of 10 feet. This easement is not part of Park Valley Addition Section 1 and was dedicated to the City of Stillwater as a utility easement that runs to a lift station located to the east of Park Valley Addition Section 1.

The constructed retaining wall that runs north through Block 4 Lots 1-5 continues into the utility easement for approximately 7.15 feet. The retaining wall then runs east for approximately 516.85 feet from the end of 256.23 feet wall running north in Block 4. The distance of the retaining wall from the platted Park Valley Addition Section 1 Block 4 Lots 8-14 starts at the westernmost point of the north property line approximately 0.1 feet, heading east a maximum distance of 2.3 feet near the easternmost point of the retaining wall. The height of the retaining wall varies from a maximum of 8 feet to a minimum of 3 feet with a width of 12 inches.

This retaining wall crosses over Outlot "C" located between Block 4 Lot 12 and 13. Outlot "C" contains an 18 inch water transmission line that runs from West 26th Avenue to the Frye Farms subdivision

located to the south of Park Valley Addition's development. The applicant has not met the condition to document and demonstrate that the retaining wall was constructed without damaging or jeopardizing the integrity of the water transmission line.

CODE APPLICATION

Sec. 23-83 – Easements and dedications.

(a) Generally.

(3) No permanent structure shall be constructed and/or maintained within the boundaries of a utility or drainage easement. No permanent structure shall be constructed and/or maintained within ten feet of any existing utility or drainage facility that is not located within a utility easement.

CRITERIA FOR APPROVAL

The Board of Adjustment must find that each of the following four criteria have been met based on evidence and testimony received from the applicant and during the public hearing. Such approval may be granted in whole, in part, or with reasonable modifications and conditions.

- (1) The application of the ordinance to the particular piece of property would create an unnecessary hardship;
- (2) Such conditions are peculiar to the particular piece of property involved;
- (3) Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the Comprehensive Plan; and
- (4) The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship.

ALTERNATIVES

The Board of Adjustment has the following alternatives of action:

1. Find that each of the criteria for approval of the request is met. The Board will explain how each criterion is met in order to approve the variance(s).
2. Find that each of the criteria for approval of the request is met by imposing modifications or conditions to ensure that the criteria are met. The Board will explain how the criteria are met to grant partial, conditional, or modified approval of the variance(s).
3. Find that one or more of the criteria for approval of the request is not met and deny the request.
4. Table the discussion to a certain date to allow for additional information to be presented.

Recommendation

Staff will recommend to review and motion each wall separately.

For retaining wall 1 (Block 3 Lots 6-9: 2821 South Columbus Drive, 2817 South Columbus Drive, 2813 South Columbus Drive & 2809 South Columbus Drive), staff's concerns regarding the encroachment retaining wall's location and the lack of requested proposal information for the sewer line casing have not been addressed, staff would recommend denial or table to a date certain to have the items addressed.

For retaining wall 2 (Block 4 Lots 1-5: 2811 South Bowling Drive, 2815 South Bowling Drive, 2819 South Bowling Drive, 2823 South Bowling Drive, 2825 South Bowling Drive), if the Board of Adjustment would like to approve the variance request, staff would recommend approval conditional upon City Council

approval /acceptance of the three encroachment agreements and release of liability of the retaining walls encroaching into City's easements.

For retaining wall 3 (Dedicated Utility Easement), the requested information regarding the protection of the water transmission has not been provided and staff recommends to table or deny based on lack of required information.

If the Board of Adjustment decides that any or all the retaining walls meet the requirements, staff recommends approval conditional upon City Council approval /acceptance of the three encroachment agreements and release of liability of the retaining walls encroaching into City's easements.

Prepared by:	Jacquelyn Porter, City Planner
Date of Preparation:	February 29, 2024
Attachments:	Area Map, Application Packet, Letter of Justification, Legal descriptions, Retaining Wall Detail attachments

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY
(Existing Encroachment)

This Encroachment Agreement and Release of Liability for an encroachment on Public Easements is entered into by and between the City of Stillwater, an Oklahoma municipality (City), and IH Development, L.L.C., and Ideal Homes of Norman, LP, (Owner).

The City owns public easements across, upon or adjacent to Owner's property. Owner's property is more particularly described as:

Park Valley Addition Section 1, as filed in Book 2767, Page 228-229, said plat being a part of the SW/4 of Sec. 27, T19N, R2E, I.M.

AND

Property subject to the Dedicated General Utility Easement filed in Book 2787, Page 319-326, attached hereto as Exhibit A.

Owner has, without permission of the City, constructed or permitted the construction of a structure or other encroachment, namely 12" wide block retaining walls (constructed of the following materials: Dolese Trinity Block – 18" x 12" x 8" ; Geogrid HTG 35, Mirafi 3xt, Strata 200; French drain pipe; Filter Fabric; Rock and Aggregate Base). The Block 3 wall begins 5.26 feet, N 03°02'05" W of the Southwest corner of Lot 5, Block 3 of the filed final plat of Park Valley Addition Section 1, and runs N 00°17'30" W a distance of 240.44 feet, and the wall height varies from 6' to 8'; The Block 4 wall begins 25.82 feet, N 02°18'26" E of the Southeast corner of Lot 4, Block 4 of said final plat, and runs N 00°26'39" W a distance of 174.21 feet to the Northeast corner of Lot 1, Block 4, and then continuing N 02°18'26" East a distance of 7.21 feet, then continuing N 89°30'52" E a distance of 516.85 feet, and the wall height varies from 2.5' to 8' (said retaining walls being shown on Exhibit B), upon a portion of public easements on or adjacent to Owner's property, said easements being shown on Exhibit B and described as:

20 FOOT UTILITY EASEMENT IN BLOCK 3 LOTS 1-5 DEFINED AS:

BEGINNING at the Northwest corner of Lot 1, Block 3 of said final plat of **PARK VALLEY ADDITION SECTION 1;**

THENCE North 89°57'13" East a distance of 28.28 feet; THENCE South 45°02'47" East a distance of 10.33 feet; THENCE South 00°02'47" East a distance of 252.70 feet; THENCE South 89°57'13" West a distance of 20.00 feet; THENCE North 00°02'47" West a distance of 244.41 feet; THENCE North 45°02'47" West a distance of 22.05 feet to the **POINT OF BEGINNING.**

Said easement contains 5,295 square feet, or 0.122 acres, more or less.

20 FOOT UTILITY EASEMENT LOCATED IN BLOCK 4 LOTS 1-14 AND OUTLOT "C"
DEFINED AS:

COMMENCING at the Northeast corner of Lot 14, Block 4 of said final plat of **PARK VALLEY ADDITION SECTION 1**; THENCE South 89°45'26" West a distance of 15.00 feet to the **POINT OF BEGINNING**;

THENCE South 00°14'34" East a distance of 20.00 feet; THENCE South 89°45'26" West a distance of 502.99 feet; THENCE South 00°02'47" East a distance of 251.07 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 175.00 feet (said curve subtended by a chord which bears South 86°40'21" West, a distance of 20.03 feet) and an arc length of 20.04 feet; THENCE North 00°02'47" West a distance of 272.15 feet; THENCE North 89°45'26" East a distance of 522.92 feet to the **POINT OF BEGINNING**.

Said easement contains 15,495 square feet, or 0.356 acres, more or less.

DEDICATED UTILITY EASEMENT DEFINED AS:

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

Said easement being a utility easement that varies in width and being more particularly described as follow:

COMMENCING at the Northwest corner of said S.W. 1/4; THENCE South 00°37'25" East along the West line of said S.W. ¼ a distance of 754.16 feet; THENCE North 89°22'35" East a distance of 351.73 feet; THENCE South 69°06'26" East a distance of 146.15 feet; THENCE South 45°02'47" East a distance of 122.10 feet; THENCE North 89°57'13" East a distance of 130.59 feet; THENCE North 00°02'47" West a distance of 5.00 feet; THENCE North 89°57'13" East a distance of 155.00 feet to the **POINT OF BEGINNING**;

THENCE North 00°02'47" West a distance of 17.12 feet; THENCE North 89°45'26" East a distance of 547.88 feet; THENCE South 00°14'34" East a distance of 10.00 feet; THENCE South 89°45'26" West a distance of 537.92 feet; THENCE South 00°02'47" East a distance of 7.15 feet; THENCE South 89°57'13" West a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said easement contains 0.13 acres, more or less.

10 FOOT DRAINAGE EASEMENT IN BLOCK 3 LOTS 6-9 DEFINED AS:

BEGINNING at the Southeast corner of Lot 6, Block 3 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE South 89°57'13" West a distance of 10.00 feet; THENCE North 00°02'47" West a distance of 254.41 feet; THENCE South 45°02'47" East a distance of 14.14 feet; THENCE South 00°02'47" East a distance of 244.41 feet to the **POINT OF BEGINNING**. Said easement contains 0.06 acres, more or less.

10 FOOT DRAINAGE EASEMENT IN BLOCK 4 LOTS 1-5 DEFINED AS:

BEGINNING at the Southeast corner of Lot 5, Block 4 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE South 89°57'13" West a distance of 10.00 feet; THENCE North 00°02'47" West a distance of 282.12 feet; THENCE North 89°45'26" East a distance of 547.88 feet; THENCE South 00°14'34" East a distance of 10.00 feet; THENCE South 89°45'26" West a distance of 537.92 feet; THENCE South 00°02'47" East a distance of 272.15 feet to the **POINT OF BEGINNING**. Said easement contains 0.19 acres, more or less.

The City grants to Owner permission to maintain the structure or other encroachment on the described portion of public easements.

The Owner shall not construct or permit additional encroachments upon the public easements, and shall not alter, improve, replace or add to the permitted encroachment without prior written permission of the City.

The City reserves the right to remove, allow the removal, or require Owner to remove all encroachments from the applicable public easements at any time in the event that the encroached upon public easements is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable public easements, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages** against the City of Stillwater, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described public easements.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments, Owner also agrees to **indemnify, defend (at the City's option), and hold harmless** the City, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature** directly or indirectly arising out of or in connection with the encroachment upon the above described public easements.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments, Owner also agrees to **reimburse City for any direct or indirect costs or expenses** that the City may incur as a direct or indirect result of any encroachment upon the above-described easements. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above easements.

OWNER UNDERSTANDS THE PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS ASSOCIATED WITH THIS AGREEMENT, AND OWNER AGREES TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Stillwater, Oklahoma will rely on this statement, the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Stillwater, Oklahoma, its citizens, employees, officers, agents, and assigns.

The Owner shall not assign this agreement without the prior written consent of the City, which shall not be unreasonably withheld.

I HAVE READ THE ABOVE STATEMENT AND I UNDERSTAND IT. I HAVE SOUGHT AND OBTAINED ANY AND ALL LEGAL ADVICE I NEEDED OR MAY HAVE NEEDED PRIOR TO SIGNING THIS DOCUMENT, AND I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

IH Development, L.L.C

Property Owner's Signature

Member

State of Oklahoma)
) ss.
County of Payne)

On this ____ day of _____, 20____ before me personally appeared _____, known to me to be the person(s) named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**, and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.

My Commission Expires

Notary Public

Ideal Homes of Norman, LP

Property Owner's Signature

Partner

State of Oklahoma)
) ss.
County of Payne)

On this ____ day of _____, 20____ before me personally appeared _____, known to me to be the person(s) named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**, and who acknowledged to me that he/she/they knowingly and voluntarily executed the same.

My Commission Expires

Notary Public

APPROVED by the City Council of the City of Stillwater, Oklahoma on: _____,
202__.

CITY OF STILLWATER, a municipal corporation

By: _____
Mayor

ATTEST:

APPROVED:

City Clerk

City Attorney

Exhibit A



RETURNED AT COUNTER

I-2023-008879 Book: 2767 pg: 319
9/13/2023 2:04 PM pgs: 319 - 326
Fees: \$32.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Park Valley Land Fund L.L.C., an Oklahoma Limited Liability Company, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

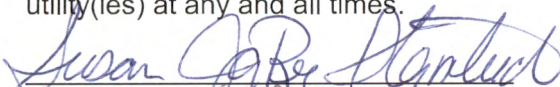
See Exhibit "A"

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of utilities through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument for the purpose of utilities, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

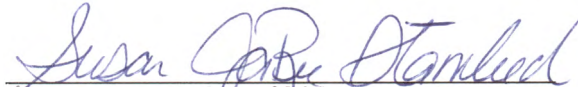
See Exhibits "B", "C" and "D"

These easements contain 34,800 square feet or 0.80 acres more or less and are subject to all recorded easements and rights of way thereof.

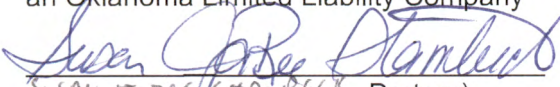
Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation, or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utility(ies) at any and all times.


SUSAN DOREE STAMBEK, Member)

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


SUSAN DOREE STAMBEK, Member)

Park Valley Land Fund, L.L.C.,
an Oklahoma Limited Liability Company


SUSAN DOREE STAMBEK, Partner)

Ideal Homes of Norman, L.P.
an Oklahoma Limited Partnership

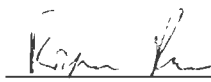
RETURN TO:

IDEAL HOMES OF NORMAN
1320 N. PORTER AVE
NORMAN, OK 73071

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 1 day of AUGUST, 2023, personally appeared, SUSAN DOREE STAMBEK, as Member of IH Development, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

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

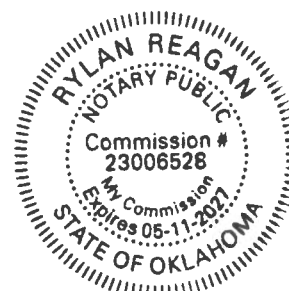


NOTARY PUBLIC

My Commission Expires: 5/11/27
My Commission Number: 23006528

(SEAL)

STATE OF OKLAHOMA)
) ss.



COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 1 day of August, 2023, personally appeared, Susan Sauer, as Member of Park Valley Land Fund, L.L.C., an Oklahoma Limited Liability Company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

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

Rylan Reagan
NOTARY PUBLIC

My Commission Expires: 5/11/27
My Commission Number: 23006528

(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

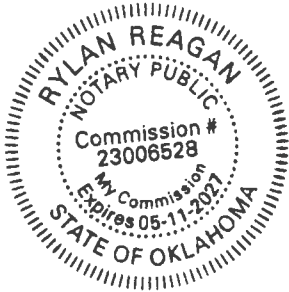
Before me, a Notary Public in and for said County and State on this 1 day of August, 2023, personally appeared, Susan Sauer, as Partner of Ideal Homes of Norman, L.P., an Oklahoma Limited Partnership, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

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

Rylan Reagan
NOTARY PUBLIC

My Commission Expires: 5/11/27
My Commission Number: 23006528

(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this 11 day of September, 2023, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered utility easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.



William L. Joyce
WILL JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

Teresa Kadavy
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this 11 day of September, 2023.

Kimberly Carnley
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

EXHIBIT “A”

**LEGAL DESCRIPTION
PARK VALLEY ADDITION
STILLWATER, PAYNE COUNTY, OKLAHOMA**

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

BEGINNING at the Northwest corner of said S.W. 1/4; THENCE North 89°45'26" East along the North line of said S.W. 1/4 a distance of 2627.57 feet to the Northeast corner of said S.W. 1/4; THENCE South 00°39'46" East along the East line of said S.W. 1/4 a distance of 1323.23 feet; THENCE South 89°57'13" West a distance of 2628.55 feet to a point on the West line of said S.W. 1/4; THENCE North 00°37'25" West along said West line a distance of 1314.21 feet to the **POINT OF BEGINNING**.

Said tract contains 79.55 acres, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION PARK VALLEY ADDITION SECTION 1 OFFSITE UTILITY EASEMENTS STILLWATER, PAYNE COUNTY, OKLAHOMA

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

EASEMENT #1

Said easement being a utility easement that varies in width and being more particularly described as follow:

COMMENCING at the Northwest corner of said S.W. 1/4; THENCE South 00°37'25" East along the West line of said S.W. ¼ a distance of 724.85 feet; thence North 89°22'35" East a distance of 331.92 feet to the **POINT OF BEGINNING**;

THENCE South 69°06'26" East a distance of 179.59 feet; THENCE South 45°02'47" East a distance of 146.36 feet to **POINT "A"**; THENCE South 89°57'13" West a distance of 28.28 feet; THENCE North 45°02'47" West a distance of 122.10 feet; THENCE North 69°06'26" West a distance of 146.15 feet; THENCE South 00°14'34" East a distance of 10.72 feet; THENCE North 69°06'26" West a distance of 21.44 feet; THENCE North 00°14'34" West a distance of 32.16 feet to the **POINT OF BEGINNING**.
Said easement contains 0.15 acres, more or less.

EASEMENT #2

Said easement being a utility easement that varies in width and being more particularly described as follow:

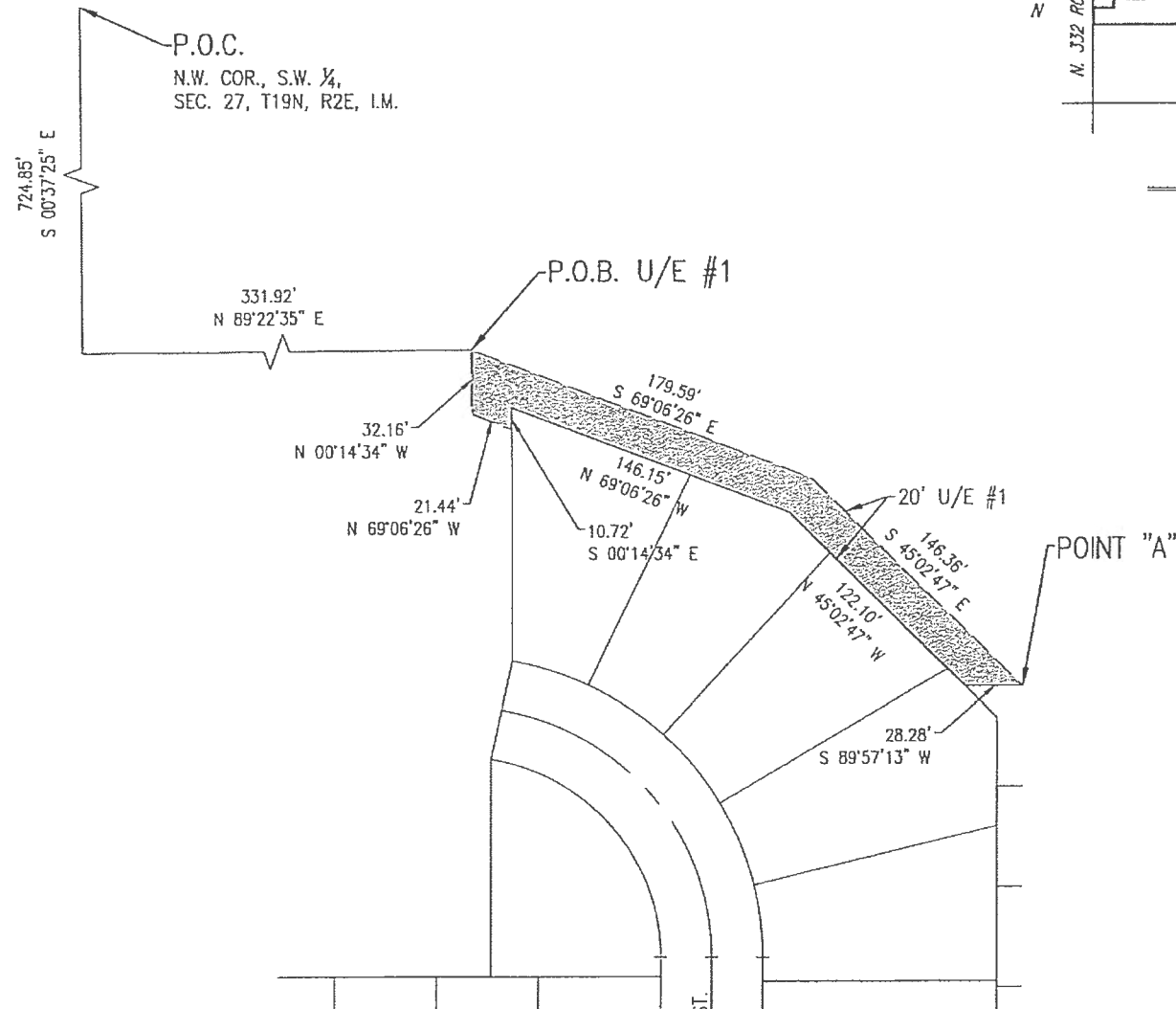
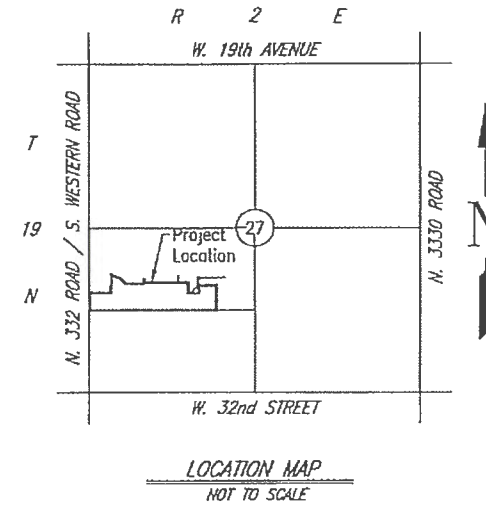
COMMENCING at said **POINT "A"**; THENCE North 89°57'13" East a distance of 102.30 feet; THENCE North 00°02'47" West a distance of 5.00 feet; THENCE North 89°57'13" East a distance of 155.00 feet to the **POINT OF BEGINNING**;

THENCE North 00°02'47" West a distance of 75.12 feet; THENCE North 89°45'26" East a distance of 30.00 feet; THENCE South 00°02'47" East a distance of 58.00 feet; THENCE North 89°45'26" East a distance of 515.55 feet; THENCE North 00°14'34" West a distance of 106.00 feet; THENCE North 89°45'26" East a distance of 15.00 feet; THENCE South 00°14'34" East a distance of 105.00 feet; THENCE North 89°45'26" East a distance of 172.33 feet; THENCE South 00°14'34" East a distance of 122.50 feet; THENCE South 20°06'44" East a distance of 40.94 feet; THENCE North 89°45'26" East a distance of 51.09 feet to a point of curvature; THENCE around a curve to the right having a radius of 40.00 feet (said curve subtended by a chord which bears (South 71°48'28" East a distance of 25.30 feet) with an arc length of 25.74 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 35.00 feet (said

curve subtended by a chord which bears North 44°45'26" East a distance of 69.30 feet) with an arc length of 100.02 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 40.00 feet (said curve subtended by a chord which bears North 18°40'40" West a distance of 25.30 feet) with an arc length of 25.74 feet; THENCE North 00°14'34" West a distance of 180.00 feet; THENCE North 89°45'26" East a distance of 15.00 feet; THENCE South 00°14'34" East a distance of 5.00 feet; THENCE North 89°45'26" East a distance of 397.44 feet; THENCE North 01°10'02" East a distance of 8.57 feet; THENCE South 88°49'58" East a distance of 10.00 feet; THENCE South 01°10'02" West a distance of 8.57 feet; THENCE South 84°52'06" East a distance of 16.29 feet; THENCE South 07°35'18" West a distance of 15.00 feet; THENCE North 86°19'37" West a distance of 23.90 feet; THENCE South 89°45'26" West a distance of 371.76 feet; THENCE South 00°14'34" East a distance of 7.53 feet; THENCE South 89°45'26" West a distance of 15.00 feet; THENCE North 00°14'34" West a distance of 7.53 feet; THENCE South 89°45'26" West a distance of 10.93 feet; THENCE South 00°14'34" East a distance of 160.00 feet to a point of curvature; THENCE around a curve to the left having a radius of 25.00 feet (said curve subtended by a chord which bears South 18°40'40" East, a distance of 15.81 feet) and an arc length of 16.09 feet; THENCE around a reverse curve to the right having a radius of 50.00 feet (said curve subtended by a chord which bears South 44°45'26" West, a distance of 98.99 feet) and an arc length of 142.89 feet; THENCE around a reverse curve to the left having a radius of 25.00 feet (said curve subtended by a chord which bears North 71°48'28" West, a distance of 15.81 feet) and an arc length of 16.09 feet; THENCE South 89°45'26" West a distance of 85.07 feet; THENCE North 00°14'34" West a distance of 15.00 feet; THENCE North 89°45'26" East a distance of 12.65 feet; THENCE North 20°06'44" West a distance of 37.22 feet; THENCE North 00°14'34" West a distance of 118.00 feet; THENCE South 89°45'26" West a distance of 165.00 feet; THENCE South 00°14'34" East a distance of 3.00 feet; THENCE South 89°45'26" West a distance of 537.92 feet; THENCE South 00°02'47" East a distance of 7.15 feet; THENCE South 89°57'13" West a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said easement contains 0.61 acres, more or less.

EXHIBIT "C"
LEGAL DESCRIPTION
PARK VALLEY ADDITION SECTION 1
OFFSITE UTILITY EASEMENTS
STILLWATER, PAYNE COUNTY, OKLAHOMA



L-2023-008879 Book: 2767 pg: 325
9/13/2023 2:04 PM pgs: 319 - 326
Fees: \$32.00 Doc: \$0.00
Glennia Craig, Payne County Clerk
Payne County, State of Oklahoma

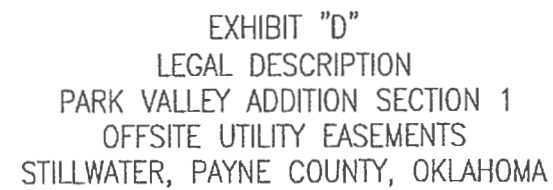


Exhibit B

(Legal Descriptions and Map of Retaining Walls)

BLOCK 3

Park Valley Addition Section 1, as filed in Book 2767, Page 228-229, said plat being a part of the SW/4 of Sec. 27, T19N, R2E, I.M.

Properties specifically known as:

Block 3 Lot 6; 2821 South Columbus Drive
Block 3 Lot 7; 2817 South Columbus Drive
Block 3 Lot 8; 2813 South Columbus Drive
Block 3 Lot 9; 2809 South Columbus Drive

Commencing at the Southwest corner of Lot 5, Block 3 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE North 03°02'05" West a distance of 5.26 feet to the POINT OF BEGINNING;

Said retaining wall is approximately 1.00 foot wide and lies to the left of and adjacent to the following described line:

THENCE North 00°17'30" West a distance of 240.44 feet to the POINT OF TERMINATION.

BLOCK 4

Park Valley Addition Section 1, as filed in Book 2767, Page 228-229, said plat being a part of the SW/4 of Sec. 27, T19N, R2E, I.M.

Properties specifically known as:

Block 4 Lot 1; 2811 South Bowling Drive
Block 4 Lot 2; 2815 South Bowling Drive
Block 4 Lot 3; 2819 South Bowling Drive
Block 4 Lot 4; 2823 South Bowling Drive
Block 4 Lot 5; 2825 South Bowling Drive

Commencing at the Southeast corner of Lot 4, Block 4 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE North 02°18'26" East a distance of 25.82 feet to the POINT OF BEGINNING;

Said retaining wall is approximately 1.00 foot wide and lies to the left of and adjacent to the following described line:

THENCE North 00°26'39" West a distance of 174.21 feet to the POINT OF TERMINATION.

Dedicated General Utility Easement, Book 2767, Page 319-326

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

Said easement being a utility easement that varies in width and being more particularly described as follow:

COMMENCING at the Northwest corner of said S.W. 1/4; THENCE South 00°37'25" East along the West line of said S.W. ¼ a distance of 754.16 feet; THENCE North 89°22'35" East a distance of 351.73 feet; THENCE South 69°06'26" East a distance of 146.15 feet; THENCE South 45°02'47" East a distance of 122.10 feet; THENCE North 89°57'13" East a distance of 130.59 feet; THENCE North 00°02'47" West a distance of 5.00 feet; THENCE North 89°57'13" East a distance of 155.00 feet to the POINT OF BEGINNING;

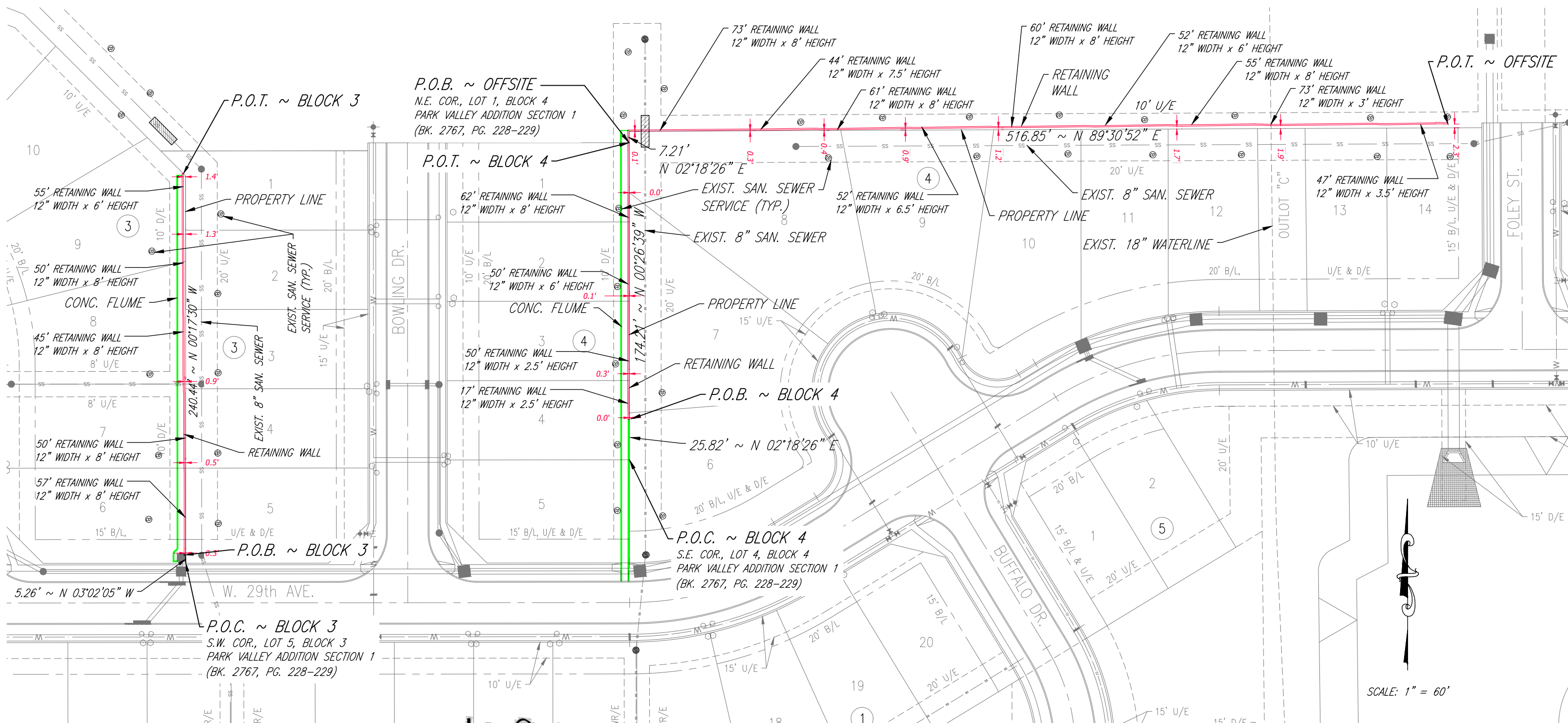
THENCE North 00°02'47" West a distance of 17.12 feet; THENCE North 89°45'26" East a distance of 547.88 feet; THENCE South 00°14'34" East a distance of 10.00 feet; THENCE South 89°45'26" West a distance of 537.92 feet; THENCE South 00°02'47" East a distance of 7.15 feet; THENCE South 89°57'13" West a distance of 10.00 feet to the POINT OF BEGINNING.

Said easement contains 0.13 acres, more or less.

Said retaining wall is approximately 1.00 foot wide and lies to the left of and adjacent to the following described line:

Beginning at the Northeast corner of Lot 1, Block 4 of said filed final plat of

PARK VALLEY ADDITION SECTION 1; THENCE North 02°18'26" East a distance of 7.21 feet; THENCE North 89°30'52" East a distance of 516.85 feet to the POINT OF TERMINATION.



- LEGEND
- RETAINING WALL
 - CONCRETE FLUME



NOTE: WALL FOOTING IS COMPACTED
AGGREGATE BASE.

RETAINING WALL EXHIBIT
PARK VALLEY ADDITION SECTION 1
STILLWATER, PAYNE COUNTY, OKLAHOMA

ASBUILT SURVEY
Prepared By
GOLDEN
LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2024
Telephone: (405) 849-6010 Email: troy@goldenls.com

STILLWATER BOARD OF ADJUSTMENT
Notification of Action

PROJECT # **VAR24-01**

APPLICANT'S NAME: Ideal Homes of Norman, LP and IH Development LLC

LEGAL DESCRIPTION and ADDRESS OF PROPERTY:

Park Valley Addition Section 1, as filed in Book 2767, Page 228-229, said plat being a part of the SW/4 of Sec. 27, T19N, R2E, I.M. Properties specifically known as:

Block 3 Lot 6; 2821 South Columbus Drive, Block 3 Lot 7; 2817 South Columbus Drive, Block 3 Lot 8; 2813 South Columbus Drive, Block 3 Lot 9; 2809 South Columbus Drive; Commencing at the Southwest corner of Lot 5, Block 3 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE North 03°02'05" West a distance of 5.26 feet to the POINT OF BEGINNING; Said retaining wall is approximately 1.00 foot wide and lies to the left of and adjacent to the following described line: THENCE North 00°17'30" West a distance of 240.44 feet to the POINT OF TERMINATION. AND

Park Valley Addition Section 1, as filed in Book 2767, Page 228-229, said plat being a part of the SW/4 of Sec. 27, T19N, R2E, I.M. Properties specifically known as: Block 4 Lot 1; 2811 South Bowling Drive, Block 4 Lot 2; 2815 South Bowling Drive, Block 4 Lot 3; 2819 South Bowling Drive, Block 4 Lot 4; 2823 South Bowling Drive, Block 4 Lot 5; 2825 South Bowling Drive. Commencing at the Southeast corner of Lot 4, Block 4 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE North 02°18'26" East a distance of 25.82 feet to the POINT OF BEGINNING; Said retaining wall is approximately 1.00 foot wide and lies to the left of and adjacent to the following described line: THENCE North 00°26'39" West a distance of 174.21 feet to the POINT OF TERMINATION. AND A Utility easement being a part of the Southwest Quarter (S.W. ¼), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows: Said easement being a utility easement that varies in width and being more particularly described as follow: COMMENCING at the Northwest corner of said S.W. 1/4; THENCE South 00°37'25" East along the West line of said S.W. ¼ a distance of 754.16 feet; THENCE North 89°22'35" East a distance of 351.73 feet; THENCE South 69°06'26" East a distance of 146.15 feet; THENCE South 45°02'47" East a distance of 122.10 feet; THENCE North 89°57'13" East a distance of 130.59 feet; THENCE North 00°02'47" West a distance of 5.00 feet; THENCE North 89°57'13" East a distance of 155.00 feet to the POINT OF BEGINNING; THENCE North 00°02'47" West a distance of 17.12 feet; THENCE North 89°45'26" East a distance of 547.88 feet; THENCE South 00°14'34" East a distance of 10.00 feet; THENCE South 89°45'26" West a distance of 537.92 feet; THENCE South 00°02'47" East a distance of 7.15 feet; THENCE South 89°57'13" West a distance of 10.00 feet to the POINT OF BEGINNING. Said easement contains 0.13 acres, more or less. Said retaining wall is approximately 1.00 foot wide and lies to the left of and adjacent to the following described line: Beginning at the Northeast corner of Lot 1, Block 4 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE North 02°18'26" East a distance of 7.21 feet; THENCE North 89°30'52" East a distance of 516.85 feet to the POINT OF TERMINATION.

DESCRIPTION OF PROPOSED CONSTRUCTION OR ACTIVITY:

Variance request to Section 23-83(a)(3) for permanent structure constructed and/or maintained within a drainage or utility easement(s)

FINDINGS OF BOARD OF ADJUSTMENT:

The Board finds that, concerning criteria requirement #1, the topography of the particular piece of property constitutes a hardship and the topography necessitates the building of retaining walls

For criteria requirement #2, the Board finds that the conditions are peculiar to the particular piece of property as the topography is unique to the area

Criteria requirement #3, relief would not cause substantial detriment to the public good or impair the purposes and intent of the ordinance or the Comprehensive Plan

Lastly, for criteria requirement #4, the Board finds that the requested relief is the minimum necessary to alleviate the hardship.

Thus, the request is APPROVED WITH CONDITIONS as follows:

SPECIAL CONDITIONS OF (EXCEPTION/VARIANCE):

For the drainage easement in Block 3 Lots 6 through 9, referred to in the meeting as Section 1: 1) Installation of ten (10) feet of casing saddle on each side of and covering the sanitary sewer line that intersects the retaining wall between lots 7 and 8; 2) approval by the City Council of an Encroachment Agreement and Release of Liability covering the properties described below.

10 FOOT DRAINAGE EASEMENT IN BLOCK 3 LOTS 6-9 DEFINED AS:

BEGINNING at the Southeast corner of Lot 6, Block 3 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE South 89°57'13" West a distance of 10.00 feet; THENCE North 00°02'47" West a distance of 254.41 feet; THENCE South 45°02'47" East a distance of 14.14 feet; THENCE South 00°02'47" East a distance of 244.41 feet to the **POINT OF BEGINNING**.

Said easement contains 0.06 acres, more or less.

For the utility easement in Block 3, Lots 1 through 5, referred to in the meeting as Section 1: approval by the City Council of an Encroachment Agreement and Release of Liability covering the properties described below.

20 FOOT UTILITY EASEMENT IN BLOCK 3 LOTS 1-5 DEFINED AS:

BEGINNING at the Northwest corner of Lot 1, Block 3 of said final plat of PARK VALLEY ADDITION SECTION 1;

THENCE North 89°57'13" East a distance of 28.28 feet; THENCE South 45°02'47" East a distance of 10.33 feet; THENCE South 00°02'47" East a distance of 252.70 feet; THENCE South 89°57'13" West a distance of 20.00 feet; THENCE North 00°02'47" West a distance of 244.41 feet; THENCE North 45°02'47" West a distance of 22.05 feet to the **POINT OF BEGINNING**.

Said easement contains 5,295 square feet, or 0.122 acres, more or less.

For the drainage easement in Block 4, lots 1 through 5, referred to in the meeting as Section 2: approval by the City Council of an Encroachment Agreement and Release of Liability covering the properties described below.

10 FOOT DRAINAGE EASEMENT IN BLOCK 4 LOTS 1-5 DEFINED AS:

BEGINNING at the Southeast corner of Lot 5, Block 4 of said filed final plat of PARK VALLEY ADDITION SECTION 1; THENCE South 89°57'13" West a distance of 10.00 feet; THENCE North 00°02'47" West a distance of 282.12 feet; THENCE North 89°45'26" East a distance of 547.88 feet; THENCE South 00°14'34" East a distance of 10.00 feet; THENCE South 89°45'26" West a distance of 537.92 feet; THENCE South 00°02'47" East a distance of 272.15 feet to the **POINT OF BEGINNING**.

Said easement contains 0.19 acres, more or less.

For the dedicated utility easement located north and adjacent to platted Park Valley Addition Section 1 in Lot 8, 9, 10, 11, 12, Outlot C, 13 and 14 of Block 4, referred to in the meeting as Section 3: approval by the City Council of an Encroachment Agreement and Release of Liability covering the properties described below.

DEDICATED UTILITY EASEMENT DEFINED AS:

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

Said easement being a utility easement that varies in width and being more particularly described as follow:

COMMENCING at the Northwest corner of said S.W. 1/4; THENCE South 00°37'25" East along the West line of said S.W. ¼ a distance of 754.16 feet; THENCE North 89°22'35" East a distance of 351.73 feet; THENCE South 69°06'26" East a distance of 146.15 feet; THENCE South 45°02'47" East a distance of 122.10 feet; THENCE North 89°57'13" East a distance of 130.59 feet; THENCE North 00°02'47" West a distance of 5.00 feet; THENCE North 89°57'13" East a distance of 155.00 feet to the **POINT OF BEGINNING**;

THENCE North 00°02'47" West a distance of 17.12 feet; THENCE North 89°45'26" East a distance of 547.88 feet; THENCE South 00°14'34" East a distance of 10.00 feet; THENCE South 89°45'26" West a distance of 537.92 feet; THENCE South 00°02'47" East a distance of 7.15 feet; THENCE South 89°57'13" West a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said easement contains 0.13 acres, more or less.

For the utility easement located in Lots 6-14 and Outlot "C" of Block 4, referred to in the meeting for Section 2 & 3: approval by the City Council of an Encroachment Agreement and Release of Liability covering the properties described below.

20 FOOT UTILITY EASEMENT LOCATED IN BLOCK 4 LOTS 6-14 AND OUTLOT "C" DEFINED AS:

COMMENCING at the Northeast corner of Lot 14, Block 4 of said final plat of **PARK VALLEY ADDITION SECTION 1**; THENCE South 89°45'26" West a distance of 15.00 feet to the **POINT OF BEGINNING**;

THENCE South 00°14'34" East a distance of 20.00 feet; THENCE South 89°45'26" West a distance of 502.99 feet; THENCE South 00°02'47" East a distance of 251.07 feet to a point on a non-tangent curve; THENCE around a curve to the right having a radius of 175.00 feet (said curve subtended by a chord which bears South 86°40'21" West, a distance of 20.03 feet) and an arc length of 20.04 feet; THENCE North 00°02'47" West a distance of 272.15 feet; THENCE North 89°45'26" East a distance of 522.92 feet to the **POINT OF BEGINNING**.

Said easement contains 15,495 square feet, or 0.356 acres, more or less.

UPON DUE NOTICE OF THIS PUBLIC HEARING, AND UPON CONSIDERATION OF EVIDENCE AND TESTIMONY OF WITNESSES PRESENTED, THE BOARD OF ADJUSTMENT OF THE CITY OF STILLWATER DOES HEREBY GRANT SUCH VARIANCE TO THE TERMS OF SECTION 23-83(a)(3) OF THE STILLWATER CITY CODE FOR THE SUBJECT PROPERTY ACCORDING TO THE INFORMATION AND FINDINGS CONTAINED IN THIS APPLICATION. IT IS SO ORDERED, WITH ANY SPECIAL CONDITIONS STATED ABOVE (IF GRANTED), THIS 7TH DAY OF MARCH, OF 2024.

SIGNED: _____
Jeff Mathews
Community Development Director



**STILLWATER
HISTORY
MUSEUM**

*at the Sheerar
Cultural Center*

**STILLWATER
MUSEUM
ASSOCIATION
BOARD OF
TRUSTEES**

OFFICERS

Candace Robinson
President

Dale Ingram
Vice President

Darian Johnson
Treasurer

Nani Pybus
Secretary

MEMBERS

Matthew Dickey

Cara Eubanks

Denise Ferrell

Jennifer Glenn

Rebekah Spaulding

Mike Staubus

Karena Tyler

Ex-Officio

Wanda Cooke

Jackson Seeberg

MUSEUM STAFF

Amelia Chamberlain
Executive Director

Debbie Williams
Programming

Paytyn Packham
Museum Assistant

April 1, 2024

Kimberly Meek, City Manager
City of Stillwater
723 S Lewis Street
Stillwater, OK 74074

Dear Ms. Meek:

On behalf of members, sponsors and the Board of Directors of the Stillwater History Museum at the Sheerar, let me begin by thanking the City of Stillwater for its enduring support of this institution. This year, we are celebrating our 50th Anniversary, and having the City as an ally and investor has been critical to fulfilling the mission of our museum and preparing for its future.

Normally, this report to the City provides attendance updates, descriptions of recent special events and exhibits, and a look ahead to upcoming activities. We depart from that format this quarter to provide information about how we are making this anniversary year a truly transformative year.

A key part of the year-long celebration is the renovation of the museum and its exhibits. To accomplish this renovation, we have been closed since December 22. We thank the many volunteers – individuals, students and groups – who have assisted with a variety of tasks.

To fund this project, we applied for several grants and were awarded nearly \$52,000 – believed to be the most in any one year in the history of the museum. These grants fund specific projects: an interactive gallery for kids, three interactive touch screens to allow visual access to the museum's collection, decorative wall wraps for exhibits, and much more. We are looking forward to sharing these upgrades with you and the community.

But we have a challenge. Only one of the grants was specific to the costs for paint, carpeting, and small—but important—infrastructure repairs in the 96-year-old building. These are vital to preserving the facility and enhancing the visitor experience. This leaves us about \$25,000 short. Over this year, our board and staff will seek to close some of that the gap through fundraising efforts; however, your help is also needed.

With this report, we respectfully seek renewal of the \$30,000 annual investment the City has budgeted each of the past two years, plus a one-time capital improvement investment of \$20,000 to help us complete the renovation.

Thank you for your consideration and we are glad to respond to any questions and/or provide additional background.

As we look to re-open our museum later in April, we recognize much of our past success and optimism for the future is based on the current and potential partnerships with City and local institutions – Washington School, Pleasant Valley School, Stillwater City Library, Stillwater Community Center, Block 34, Stillwater High School Alumni, and others. We are committed to exploring how we can enhance those relationships and forge additional community ties.

Thank you for all you do to help us achieve our mission to *Illuminate, Preserve and Celebrate the diverse collective history of greater Stillwater.*

Sincerely,

A handwritten signature in blue ink that reads "Candace Robinson".

Candace Robinson, President
Stillwater Museum Association, Inc.

A handwritten signature in blue ink that reads "Amelia E. Chamberlain".

Amelia E. Chamberlain, Executive Director

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	4.j. CC-24-57
Previous/Related Action:	
Background/Issue:	City staff across many Departments frequently need engineering services in order to perform evaluations, design, bidding and construction administrative services for roadway reconstruction, site planning, civil design layout, grading plans, infrastructure replacement or extension and others. Some needs have quick timelines in order to maintain pace with an ongoing situation or project while others are foreseeable. When these needs arise, the time needed to identify a consultant, prepare an agreement, acquire legal reviews, gain Council approval and execute the documents can take up to three months of administrative efforts prior to starting the work. The City is currently planning to replace parking along the south side of 10th Avenue between Husband and the alleyway to increase public on-street parking.
Proposal/Solution:	To minimize administration time associated with repetitive contracting and to maximize production time, Staff have utilized 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 Task Order Agreement between the City and Gose & Associates has been prepared. This Agreement will provide these benefits: • save staff time by reducing the number of agreements that need to be produced, reviewed and executed; • allow work to start earlier; • allow for services to be performed on individual projects and tasks at a pre-determined hourly rate while limiting labor escalation annually; • minimize the time for scoping a particular task order by having standard scope language included; • schedule and fee is developed specific to each task order; • Engineer is not obligated to agree to new task orders; • Agreement can be terminated by the City for

	convenience. Staff has negotiated a scope and fee of \$19,080.50 for Task Order No. 1 with Gose for the design, bidding and construction administration efforts associated with replacement of parking along the south side of 10th Avenue between Husband and the alleyway. Additional fees for testing should not exceed \$1,000. In addition to engineering related costs which are estimated at up to \$22,000, the future request for construction funds for this parking is expected to be less than \$100,000.
Financial Source/Impact:	• For the Task Order Agreement, funding will be established for each Task Order as the need arises. • For Task Order No. 1 – Parking along the south side of 10th Ave. between Husband and the alley, funds are available in Downtown/Campus Link TIF#3 Fund.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to: • approve a Task Order Agreement for engineering services with Gose and Associates and authorize the City Manager to execute the agreement; and • authorize expenditures associated with Task Order No. 1 to include engineering, testing, and a contingency for total expenditures of \$22,000.
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. _Agreement
2. TO1 assembled

City of Stillwater Civil Engineering Services Task Order Agreement

Owner: City of Stillwater
Engineer: Gose & Associates

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and
Issued and Published Jointly

by



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1420 King Street, Alexandria, VA 22314-2794

TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES.....	2
2.01 General	2
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES.....	2
3.01 Commencement	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS	3
4.01 Invoices	3
4.02 Payments	3
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Opinions of Total Project Costs	4
ARTICLE 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance	4
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	6
6.04 Insurance	7
6.05 Suspension and Termination	8
6.06 Controlling Law	9
6.07 Successors, Assigns, and Beneficiaries.....	9
6.08 Dispute Resolution.....	10
6.09 Environmental Condition of Site.....	10
6.10 Indemnification and Mutual Waiver	11
6.11 Miscellaneous Provisions	12
ARTICLE 7 – DEFINITIONS.....	13
7.01 Defined Terms	13
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	16
8.01 Exhibits Included:.....	16
8.02 Total Agreement:	17
8.03 Designated Representatives:.....	17
8.04 Engineer's Certifications:.....	17

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 20____ (“Effective Date”) between CITY OF STILLWATER (“Owner”) and ASSOCIATED ENGINEERING CONSULTANTS, LTD., D/B/A GOSE & ASSOCIATES (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Engineering and Construction Administration Services

Engineer’s services under this Agreement are generally identified as follows:

Engineering, hydraulic modeling, pavement assessment, drafting, data interpretation, planning, analyses, calculations, coordination, management, permitting, oversight, observations and other work required to develop drawing packages and bid documents for the purpose of advertising and contracting for construction services to build civil infrastructure and facilities, in strict accordance with City, County, State and Federal Standards, and per industry practices, on behalf of the Owner.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the Basic and Additional services set forth herein and in Exhibit A.
- B. Engineer’s services will be detailed in a duly executed Task Order. The general format of a Task Order is shown in Exhibit L to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Services, including the scope of Engineer’s services, time for performance, Engineer’s compensation and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein, in Exhibit B and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the ~~Effective Date~~ written Notice to Proceed for each Task Order as provided by the Owner.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in each Task Order, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer’s performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance of any Task Order within the time set forth, as duly adjusted, then Engineer and Owner shall jointly determine and initiate a recovery plan within 30 calendar days of Owner’s request to the Engineer to ensure successful completion of task. If Engineer continues to remain unable to complete said task, the Owner may initiate the provisions of Paragraph 6.05 Suspension and Termination of this Agreement and shall be entitled to damages.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly or bi-monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. ~~amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to

probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures:
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date of each Task Order, Owner shall provide to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
- F. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of such Task Order. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures,

may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.

- G. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- H. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in each Task Order to use other general conditions.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- J. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- M. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction

observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All drawings, raw data files, tracings, plans, computations, specifications, maps and other documents prepared or obtained under this contract shall become the sole property of Owner and shall be delivered to Owner without restriction on future use. Engineer shall retain in its files all original drawings, specifications and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings, specifications, and other documents by other engineers after completion of the contract. Owner shall require that any such change be sealed, dated, and signed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified. Engineer shall not release any hardcopies or electronic files, native or pdf, prepared or obtained under this contract to any third party without prior written consent of Owner.
- B. Either party to this Agreement may rely on that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. ~~Engineer grants Owner a limited license to~~ may use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without

written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) for the purposes of this Agreement and limited specifically to the relationship between Owner and Engineer, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from be responsible for all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such ~~limited license to Owner use~~ shall not create any rights in third parties.

- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Engineer to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (~~other than~~ including the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and~~ Engineer shall ~~each~~ deliver to the Owner ~~other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer

and to each other additional insured (if any) to which a certificate of insurance has been issued.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. Suspension:

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under a Task Order if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination*: The obligation to provide further services under this Agreement or under a Task Order may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement or Task Order will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the

extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and associated Task Orders, and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C, not to exceed 5% of the remaining project cost.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located, which is the State of Oklahoma for the purposes of this project.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement, and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H (Not Included) or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Per Task Order, Owner will disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location. Owner's drinking water distribution system has the presence of asbestos-cement lines. Groundwater contamination exists near Boomer Lake.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Sites likely to be related to Task Orders of this Agreement.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an

undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall defend, indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, Agreement and any Task Order, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* ~~Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* ~~To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. ~~*Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the Amendment.
- G. *Access to Engineers Accounting Records:* Engineer will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to Owner during Engineer's normal business hours for a period of one year after Engineer's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Orders) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Orders, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement and authorized Task Orders.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits and attachments identified in Paragraph 8.01 and any duly executed amendments or Task Orders.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement and authorized Task Orders.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative "r ""PR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Task Order* – A document executed by Owner and Engineer, including amendments if any, stating the project description, clarifications to scope of services, Engineer's compensation, times for performance of services and other relevant information for a Project.
33. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
34. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits and Attachments Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Included.
- E. Exhibit E, Notice of Acceptability of Work. As Issued.
- F. Exhibit F, Construction Cost Limit. Not Included.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. Not Included.
- I. Exhibit I, Limitations of Liability. Not Included.
- J. Exhibit J, Special Provisions. Not Included
- K. Exhibit K, Suggest Format of Amendment to Owner-Engineer Agreement. As Issued.

- L. Exhibit L, Suggested Format of Task Order. As Issued.
- M. Exhibit L-01, Task Order 1: 10th Ave. On-Street Parking Improvements

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above as well as future Task Orders) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K or of a Task Order, Exhibit L to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents. Each Task Order shall likewise designate representatives of the two parties.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Stillwater

Engineer:
Associated Engineering Consultants, LTD., D/B/A
GOSE & ASSOCIATES

By: _____

By: _____

Title: Kimberly Meek, City Manager

Title: Stephen C. Gose, President

Date

Date

Signed: _____

Signed: _____

Engineer License or Firm's C.A.1640
Certificate No.
State of: Oklahoma

Address for giving notices:

City of Stillwater, Engineering
PO Box 1449
Stillwater, OK 74076-1449

Designated Representative (Paragraph 8.03.A):

Candy Staring

Title: Director

Phone Number: (405) 742-8203

Facsimile Number: _____

E-Mail candy.staring@stillwaterok.gov
Address: _____

Address for giving notices:

Gose & Associates
P.O. Box 2371
Stillwater, Oklahoma 74076

Designated Representative (Paragraph 8.03.A):

Stephen C. Gose, P.E.

Title: President

Phone Number: (405) 743-4907

Facsimile Number: _____

E-Mail stephen@gose-associates.com
Address: _____

Approved as to form and legality this _____ day of _____, 20____.

Kimberly Carnley, City Attorney

This is **EXHIBIT A**, consisting of 13 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as generally set forth below. Exhibit A defines a summary of the Scope of Services of contracted Task Orders and expected future Task Orders at the time of this agreement.

Task Orders will supercede Scope of Services expressed herein. In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, the Engineer's services will be detailed in duly executed Task Orders. Task Order outline and descriptions can be altered through written agreement between Owner and Engineer as excuted through Exhibit L-series Task Orders. All services, including scope, time for performance, and compensation will be authorized only through executed Task Orders.

PART 1 – BASIC SERVICES

A1.01 *Preliminary Design Phase, General Services Description.* For Task Orders involving a "Preliminary Design Phase," Engineer shall:

- A. Identify and evaluate the number of alternate solutions available to Owner listed in the Task Order for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in the Engineer's judgment meet Owner's requirements for a Specific Project.
- B. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions for each of the Projects as directed by Owner through Task Order.
- C. For hydraulic systems, provide hydraulic modeling and engineering calculations to determine sizing and configuration per City, State and industry standards.
- D. Establish CAD and GIS formatting for the design drawings conforming to the Owner's standard GIS schema so that later as-built record submittals to the Owner allow for Owner's incorporation through native files and straightforward uploads to the Owner's GIS system. Refer to Appendix 1 to Exhibit A for digital data submission requirements.
- E. 35% Conceptual Design Plans. Preparation of 11"x17" plans identifying potential conflicts and to support determination of the best horizontal alignment, position or location for the proposed facilities. Submit 4 copies and one pdf true half size file. All plans created for Owner shall be scaled for full-size at 22"x34" and half-size at 11"x17".
- F. Complete Preliminary Design documents for separate Projects as specified in preamble of Agreement between Owner and Engineer for Professional Services in order to stagger review

submittal packages for Owner review. Preliminary Project Design review packages will not be submitted with less than 30-days apart to provide adequate time for Owner review, Engineer response, and backchecks to be completed.

- G. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners. Include all fire line watch valves potentially impacted by the project. Obtain all information necessary to design the facilities to City standards.
- H. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
- I. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
- J. Furnish one (1) electronic and three (3) review copies of each Preliminary Project Design document package and any other deliverables to Owner within 180 calendar days of Owner's authorization to proceed with each design package. Owner shall submit to Engineer any comments regarding the Preliminary Project Design documents and any other deliverables.
- K. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner one (1) electronic and three (3) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 calendar days after receipt of Owner's comments.
- L. Engineer will conduct a one-day workshop with the Owner's personnel to review the Preliminary Design Phase products as defined above.
- M. Perform or provide additional Preliminary Design Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.
- N. Engineer's services under the Preliminary Design Phase Task Order will be considered complete when Preliminary Design Phase documents (35%), revised opinion of probable Construction Cost, and any other deliverables have been accepted by Owner.

E1.02 *Final Design Phase, General Services Description.* After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Program, and upon written authorization from Owner, Engineer shall:

- A. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

- B. Provide technical criteria, written descriptions, design data for filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Projects; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Engineer will file required applications for permits. The Owner will make direct payment to the various permitting entities as required to enable Engineer filing.
- C. 65% Preliminary Design Drawings. With Owner's comments and markups for 30% Design Plans, proceed to 65% Preliminary Design drawings including cover sheet, pay quantities, construction notes, details, and a survey control plan. Include an outline of technical specifications needed for the Bid Documents. Submit all documents to Owner for review and comment prior to proceeding to preparation of 95% Design drawings.
- D. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
- E. Prepare and furnish bidding documents for various projects, for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 14 days of receipt, Owner shall submit to Engineer any comments.
- F. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit a final electronic copy of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 30 calendar days after receipt of Owner's comments and instructions.
- G. Engineer will conduct two (2), one-day workshops (65% and 95%) with the Owner's personnel to review the Final Design Phase products as defined above.
- H. Provide Owner administrative support for permitting, to include, but not limited to ODEQ, ODOT, County, Rail, and City, for State Revolving Fund (SRF) application, and Environmental Information Document (EID) on all Projects within Program scope. Submit drafts to Owner for review and comment.
- I. Provide surveying, legal descriptions and coordination for easement and right-of-way acquisition needs.
- J. With City's input, coordinate with private utilities (gas, fiber, phone, communication, others) through the Owner and ensure conflicts with these utilities and the project are identified and their relocation work is appropriately scheduled by their owner(s) to be clear of the project ahead of anticipated construction start.
- K. Provide support to Owner's Land Acquisition Technician for acquiring needed rights-of-way, easements and rights-of-entry. Provide staking or proposed easements for the purpose of communication with the property owners.
- L. Perform or provide additional Final Design Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

- M. Engineer's services under the Final Design Phase will be considered complete once Bid Package documents, revised opinion of probable Construction Cost, and any other deliverables have been accepted by the Owner.
- N. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

E1.03 *Bidding – General Services Description.*

- A. Bidding Phase. After acceptance by Owner of the Bid Package Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Program, and upon written authorization by Owner, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Provide process for and conduct pre-qualification of Contractors for Owner's approval.
 3. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 4. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 5. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 6. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the pre-Bid meeting and Bid opening, prepare Bid tabulation sheets, provide written recommendation for award, prepare Conformed Contract Documents and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 8. Conform the Bid Documents to "For Construction" drawings, technical specifications and contract documents to include any addenda and clarifications made during bid phase.

9. Perform or provide additional Bidding Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

B. Engineer's services under the Bidding Phase will be considered complete when the contractor's Notice of Award letter has been issued by the Owner.

E1.04 *Construction and Post-Construction Phases, General Services Description.* The Engineer is not granted the authority to direct the Contractor's Work or approve field or contract changes on behalf of the Owner. After acceptance by Owner of the Bid Award Recommendation and conformed (For Construction) documents, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the phase, and upon written authorization by Owner to proceed, Engineer shall:

A. *Administrative Services.*

1. *Project Management:* Engineer will develop a general workplan that defines its delivery approach, staffing, responsibilities, and project deliverables. Engineer will advise Owner of the progress of construction. This include submitting monthly progress reports to the Owner and regular progress meetings and consultations with the Owner. Engineer shall prepare progress meeting agendas, record meeting minutes, and distribute the minutes. Project Management services by Engineer shall include:
 - Facilitate and oversee execution of Construction Contract through coordination with all parties.
 - Coordinate, organize, schedule and conduct the Pre-Construction Conference including agenda, meeting summary and all follow-on services.
 - Provide project management services throughout the construction phase including tracking, scheduling, coordination, reporting, correspondence, documentation, coordination and other required services for project management.
 - Coordinate with Engineering, Water Utilities, Public Works and other City departments and conduct all Work required (in advance of and during the Project) to ensure that all Project Work for a complete, compliant and successful project is accomplished. These items include, but are not limited to: test shutdowns; traffic, pedestrian, and business access considerations; lane closures; waste management provisions; bus stop considerations; construction sequencing; water and sewer service tie-ins and interruptions; monitoring of all Project ongoing systems (such as construction sequencing, sewer bypasses, traffic control systems, temporary and emergency entry maintenance, etc.); property owner notifications (Work Starts Letters, Shutdown Notices, etc.); and any other Project and/or Contractor required Work items (refer to Contract Documents, City Standards, City SOPs, and all local, county, state and federal rules and regulations).

- Provide coordination with and oversee all private and franchise utility corrective actions upon discovery of any conflicts with the project plans. Ensure all new information is updated on record drawings.
 - Verify Contractor has all required permits before beginning related work.
- B. *Communications*: Engineer will implement and maintain regular communications with the Contractor and Owner during the construction. Engineer will receive and log all communications from the Contractor and will coordinate the communications between the Owner and Contractor. Engineer will not communicate directly with the Contractor's subcontractors.
- ~~C. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~
- D. *Field Instructions and Orders*: With Owner's approval, Engineer will issue field instructions, orders or similar documents during construction as provided in the contract for construction.
- ~~E. *Selecting Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- F. *Project Meetings and Conferences*: Organize, coordinate, lead and document all Project meetings including the Pre-Construction Conference, regularly scheduled progress meetings, onsite meetings and others, as necessary. Create and distribute minutes from all meetings/conferences within three (3) days of said event(s). Owner's attendance at each meeting is required.
- G. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Owner or Engineer including, but not limited to, Progress Schedule, Schedule of Submittals, and Schedule of Values.
- H. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed or to ensure Contractor's compliance with the Contract Documents.
- I. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer

in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

2. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
- J. *Defective Work:* Notify the Owner immediately if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- K. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer must have Owner's approval for field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- L. *Claims by Contractor:* Engineer shall review all claims by Contractor including but not limited to delays, differing site conditions and requests for additional time and/or compensation.
- M. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate. Identify best solution (considering price, schedule, constructability, State statutes, City standards, etc.) for required changes to Engineer's plans and prepare all required documents (exhibits, attachments, figures, reports, etc.) to support the Change Order. Prepare Draft and Final Reports and PowerPoint slides to support Owner's

Project Manager for presentations to City Council/SUA. Attend City Council/SUA Meetings, as necessary to support the Project, and be prepared to defend Project decisions and progress during the meetings.

- N. *As Built Drawings And Record Documents*: Engineer will coordinate the Contractor's submittal of red line drawings, specifications and other as-built documents and shall prepare record drawings and transmit these to the Owner. Engineer will meet with the Contractor as necessary to discuss the preparation and submittal of red line or as-built drawings.
- O. *Shop Drawings, Samples Submittals and other Data*: Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- P. *Contractor Clarifications and Requests for Information (RFI/CCIR)*: Engineer will review the Contractor's requests for information or clarification of the contract for construction. Engineer will coordinate such review with the design team and with the Owner as appropriate. Engineer will coordinate and issue responses to the requests. Engineer will log and track the Contractor's requests. Engineer will assist the Owner in reviewing and responding to the Contractor's requests for substitution of materials and equipment. Engineer will review such requests and will advise the Owner as to the acceptability of such substitutions.
- Q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Owner/Engineer Agreement.
- R. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- S. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- T. *Safety*: Engineer will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations. Engineer will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Engineer will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Engineer staff, or staff of Engineer subcontractors, to unsafe conditions. Engineer will notify affected personnel of any site conditions posing an imminent danger to them which Engineer observes. Engineer is not responsible for health or safety precautions of construction workers. Engineer is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.
- U. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or

encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- V. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, Submittals and other data approved as provided in the Owner/Engineer Agreement, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Owner/Engineer Agreement.
- W. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- X. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement. If deficiencies in the Work are found, create and distribute a final punch-list, which has been reviewed and approved by the Owner in advance, to the Contractor.
- Y. *Duration of Construction Phase:* The Construction Phase will commence with award of the first Construction Contract for the Project or any part thereof and will terminate upon Notice of Acceptability of Work (Exhibit E) recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- Z. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- AA. Perform or provide additional Construction Phase tasks or deliverables as need by Onwer and agreed upon by Engineer.

- BB. Engineer's services under the Construction Phase will be considered complete when the Notice of Acceptability of Work letters for each Project (Engineer's final inspection approval letter), and any other deliverables have been accepted by Owner.
- CC. Post-Construction Phase. After acceptance by Owner of the Notice of Acceptability of Work letter, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Together with Owner, visit Projects to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit Projects within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Prepare and submit record drawings for all Projects.
 - Provide record drawings reflecting all field changes and final quantities. Submittals shall include two full sized reproducible prints, one full sized PDF file and one true half sized PDF file. Submittal should also include electronic files conforming to the Owner's requirements listed in Appendix 1 to Exhibit A.
 - Record drawings shall reflect the project as installed, according to information provided by observation by the Engineer, markups by the contractor, markups by the inspector, field orders, change orders, and other sources of information available to the Engineer.
 - Record drawings shall generally be similar in appearance to design drawings. Drawing elements that do not reflect the project as constructed shall be deleted, not struck through, and replaced with updated elements. Differences between bid docs and record drawings shall be colored red and clouded and annotated for review, but the final record drawings shall not include clouds and be fully understandable in black and white.
 - Engineer shall ensure that bid documents require adequate as-built information from the Contractor in order to meet the above requirements.
 4. Provide to Owner all project documentation in electronic format organized into folders as specified by Owner.
 5. Provide Owner with a Contractor evaluation report using the Owner's template.
 6. Perform or provide additional Post-Construction Phase tasks or deliverables as needed by Owner and agreed upon by Engineer.

- DD. Engineer's services under the Post-Construction Phase will be considered complete once all record drawings, and any other deliverables have been accepted by the Owner.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Program Definition Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in Paragraph A1.04.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.C.10, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
18. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
19. Assistance in connection with the adjusting of Project equipment and systems.
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
22. Overtime work requiring higher than regular rates.
23. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- ~~A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~
- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
 - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
 - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
 - ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
 - ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
 - ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.C.26.~~
 - ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
 - ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

GIS Digital Data Submission Requirements

The Engineer shall produce GIS and CAD files in such a way that allows the Owner to incorporate new or revised field data and information electronically into Owner's geographical record system. The submission requirements by the Engineer to the Owner for all files include the following criteria.

1. Digital Data Submission for GIS and CAD applies to all plan sheets submitted to the Owner including but not limited to site plans, design drawings, alignments, facilities drawings, easements, rights-of-way, as-builts and final plats.
2. Acceptable data formats in order of preference include:
 - a) ESRI Geodatabase (Personal or File)
 - b) ArcView Shapefiles
 - c) DXF (AutoCAD Drawing Exchange Format)
 - d) DWG (CAD drawing file)
3. Standard transfer media will be accepted on flash drives or through upload to cloud.
4. All drawing elements shall be submitted referencing the Oklahoma State Plane Coordinate System and will utilize the North American Datum of 1983 (NAD83) for horizontal control and be measured in US Feet (not meters).
 - a) Projection Name:
"NAD_1983_StatePlane_Oklahoma_North_FIPS_3501_Feet"
5. To expedite the conversion of CAD data, if so provided, into the Owner's GIS, the following requirements shall be met:
 - a) Closure is critical in converting CAD elements to GIS features, all polygon features (i.e. parcel boundaries) shall be 'snapped' closed.
 - b) Submitted files shall contain only complete point, polyline or polygon features.
 - c) The segregation of layering shall allow for each component to be individually isolated in its entirety.
 - d) Proposed and existing entities shall be on separate layers.
 - e) The submittal with its required layers shall not maintain any external references, attachments, or third party layers.
 - f) Drawing features and layers shall include descriptive attributes in a feature linked attribute table. See Table 1.

6. Digital submissions to the Owner shall only include the base and utility system layers listed in Table 1. At the Engineer's request, Owner will provide digital data schema conforming to and expanding Table 1.

Table 1: Digital Data Schema⁽¹⁾

Layer Name	Data Type	Layer Description	Attribute ⁽²⁾
Base			
Street	Polyline	Street Centerline	Streetname
Road_EOP	Polyline	edge of pavement	
Easement	Polyline	Easement	Type, Width
Lot	Polyline	Lot	Lot, Block number
Block	Polyline	Block	
Subdivision	Polyline	Subdivision	Subdivision name
Building	Polyline	Building Footprints	
Driveway	Polyline	Driveway	
Water			
wMain	Polyline	Water main	Size, Material
wSystemValve	Point	Water valve	Size, Type
wHydrant	Point	Fire hydrant	Manufacture
wFitting	Point	Water Fitting	Type, Size
wServiceConnection	Point	Water Meter	
Wastewater			
Sewerline	Polyline	Wastewater Mains	Size, Material
Manhole	Point	Wastewater Manholes	Type, Depth, Size
Stormwater			
swClosedChannels	Polyline	Stormwater Closed Channel	Type, Material ⁽²⁾
swOpenChannel	Polyline	Stormwater Open Channel	Type
swNetworkStructure	Point	Stormwater Structure	Type
swManhole	Point	Stormwater Manhole	Type, Size
swInlet	Point	Stormwater Inlet	Type, Dimension
swOutlet	Point	Stormwater Outlet	Type, Dimension
Electric			
PrimaryConductor	Polyline	Electric Main Line	
SecondaryConductor	Polyline	Electric Secondary Line	
TransformerBank	Point	Electric Transformer	
PowerPole	Point	Power Pole	
LightPole	Point	Light Pole	
(1) At the Engineer's request, Owner will provide digital data schema conforming to and expanding Table 1.			
(2) Additional attributes are available in Owner's digital data schema.			

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment

to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security program that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *None identified*.

The This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

Exhibit C outlines conditions for Program compensation of Professional Services. Task Orders will supercede or supplement, as indicated therein, Item C2.01.A.3 by itemizing, expanding, or redistributing compensation values based on further defined Scope of Services as agreed upon by both Owner and Engineer, and will become the basis for financial commitment.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Direct Labor Costs Times a Factor Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to Engineer’s Direct Labor Costs (referred to in and part of the Agreement between Owner and Engineer for Professional Services Article 8.01), times a factor of 3.1241 for the services of Engineer’s personnel engaged on the Program, plus Reimbursable Expenses.
 2. Engineer’s Reimbursable Expenses and Hourly Rate Schedule is attached to this Exhibit C as Appendix 1.
 3. The total compensation for services under Paragraph C2.01 is estimated as summarized in each Task Order Exhibit. The initial Task Order 1, Exhibit L-01, is based on the following distribution of compensation:
 - a. Task Order 1, Exhibit L-01, Not to Exceed \$19,080.50.
 - 1) Study and Design, \$6,153.00
 - 2) Preliminary Design Phase: \$1,497.50
 - 3) Final Design Phase: \$1,795.00
 - 4) Bidding Phase, \$1,280.00
 - 5) Construction Phase Services, \$7,335.00
 - 6) Post-Construction Phase Services, \$1,020.00
 4. Engineer may, upon written approval by Owner, alter the distribution of compensation between individual phases of the work noted herein to be consistent

with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See C2.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3, incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant's charges, to include estimated annual escalation of Direct Labor Costs.
6. The portion of the amounts billed for Engineer's services which are related to services rendered on a Direct Labor Costs times a Factor basis will be billed based on the applicable Direct Labor Costs for the cumulative hours charged to the Project by Engineer's principals and employees multiplied by the above-designated factor, plus Reimbursable Expenses and Engineer's Consultant's charges incurred during the billing period.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as labor rates change to reflect equitable changes to the compensation payable to Engineer. The first adjustment will occur no earlier than one (1) year after the effective date of this agreement. Annual salary escalation is limited to 3% per year. On an individual basis, Owner may consider escalation above 3% based on promotions or other individual factors of the Engineer's Direct Labor Costs.

C2.02 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ~~providing and maintaining field office facilities including furnishings and utilities;~~ toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0 (0% increase).

- D. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer. The first adjustment may occur no earlier than one (1) year after the effective date of this agreement.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0 (0% increase).
- B. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

Reimbursable Expenses and Hourly Rate Schedule

The Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Engineers Consultants (subconsultants)	per Paragraph C2.03 to Exhibit C
8"x11" Copies/Impressions	<u>\$0.25/sq. ft.</u>
Mileage (auto)	<u>at IRS published rate, currently \$0.655/mile for 2023</u>
Meals and Lodging	at cost
Equipment Rental (flow meters, surveying, etc)	at cost

Direct Labor Cost (Hourly Rates)

<u>Personnel Classification</u>	<u>Avg Hourly Rate</u>
Engineer 9 / Sr. Engineer	\$195
Engineer 7 / Project Manager	\$180
Engineer 4	\$160
Engineer 3	\$155
Engineer 2	\$150
Engineer 1	\$140
Designer 2	\$140
Designer 1	\$135
CAD Tech 3	\$135
CAD Tech 2	\$130
CAD Tech 1	\$115
Administrative	\$50

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 Aggregate Comprehensive
- c. General Liability
 - 1) Bodily Injury; each occurrence \$500,000
 - 2) Property Damage; each occurrence \$500,000
 - 3) General Aggregate: \$1,000,000
- d. Professional Liability-
 - 1) Annual Aggregate \$1,000,000
- ~~e. Automobile liability~~
 - ~~1) Bodily Injury; each person \$300,000~~
 - ~~2) Property Damage; each occurrence \$1,000,000~~

The City of Stillwater/Stillwater Utilities Authority shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Insured from carrying insurance in amounts exceeding said liability limits so long as the City/SUA is not named as an additional insured in any amount in excess of said statutory liability limits.

B. *Additional Insureds:*

The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT K**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 20____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. ____ to Task Order ____

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: _____

- b. Owner: City of Stillwater
- c. Engineer: Gose & Associates
- d. Project: Civil Engineering and Construction Administration Services

2. *Description of Modifications:*

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

[Insert description of additional scope]

- 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:

[List current contract scope change documents to include Task Orders]

- c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

[\$ insert change amount]

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: *[\$ Insert]*
- c. This amendment amount: *[\$ Insert]*
- d. Adjusted Agreement amount: *[\$ Insert]*

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 the date executed by Owner signature below.

OWNER:

ENGINEER:

City of Stillwater

Gose and Associates

By: _____

By: _____

Title: Kimberly Meek, City Manager

Title: Stephen C. Gose, President

Date Signed: _____

Date Signed: _____

EXHIBIT L
SUGGESTED FORM OF TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
--

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: _____

B. Description: _____

C. Number of Construction Contracts

The Specific Project is anticipated to be constructed under _____ construction contracts.

2. Services of Engineer

[Indicate scope of Service of Engineer]

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

[Indicate additional Owner's Responsibilities]

4. Times for Rendering Services

[Indicate schedule of Services of Engineer]

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

[Indicate itemized table of compensation]

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

[Indicate changes to Consultants scope of service to include compensation and schedule]

7. Other Modifications to Agreement:

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. Attachments:

[Provide attachments, if applicable]

9. Documents Incorporated By Reference:

[Insert documents for reference, if applicable]

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: City of Stillwater

By: Gose & Associates

By: _____

By: _____

Name: Kimberly Meek

Name: Stephen C. Gose

Title: City Manager

Title: President

Engineer License or Firm's C.A. 1640
Certificate No. _____
State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Candy Staring

Name: Stephen C. Gose

Title: Director

Title: President

Address: PO Box 1449
Stillwater, OK 74076-1449

Address: P.O. Box 2371
Stillwater, OK 74076

E-Mail Address: Candy.Staring@stillwaterok.gov

E-Mail Address: stephen@gose-associates.com

Phone: (405) 742-8203

Phone: (405) 743-4907

Fax: _____

Fax: _____

This is Task Order No. 1 , consisting of
 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, dated _____ ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data
 - A. Title: 10th Avenue On-Street Parking (Project) Improvements.
 - B. Description: New on-street parking along the south side of 10th Avenue, east from Husband Street to the Alley. The limits of construction are presented in Attachment A.
 - C. Number of Construction Contracts. The Project is anticipated to be constructed under 1 (one) construction contract.2. Services of Engineer: Scope of Services of Engineer will be in accordance with Exhibit A to the Agreement with the following exceptions and clarifications:
 - The Scope does not anticipate any modifications to the existing 12-inch water main along the south right-of-way.
 - No geotechnical services are proposed for this project.
 - Up to four (4) potholes are included for subsurface utility investigation.
3. Owner's Responsibilities: Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.
4. Times for Rendering Services:
 - Study and Report Phase to be completed within four (4) weeks from Notice to Proceed.
 - Preliminary Design Phase to be completed within three (3) weeks of approval of Study and Report Phase.
 - Final Design Phase to be completed within two (2) weeks of approval of Preliminary Design Documents.
5. Payments to Engineer:

A. Owner shall pay Engineer for services rendered according to Attachment B to Exhibit L-01 with total compensation for Scope of Services not to exceed \$19,080.50, to be distributed as follows:

- Study and Report Phase: \$6,153.00
- Preliminary Design Phase: \$1,497.50
- Final Design Phase: \$1,795.00
- Bid Phase: \$1,280.00
- Construction Phase Services: \$7,335.00
- Post-Construction Phase: \$1,020.00

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Other Modifications to Agreement: None.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER(S):

City of Stillwater, Oklahoma

By: _____

Name/Title: Kimberly Meek, City Manager

Date: _____

ENGINEER:

Associated Engineering Consultants, LTD.,
D/B/A Gose & Associates

By: _____

Name/Title: Stephen C. Gose, President

Date: _____

Engineer License or Firm's Certificate No.:
C.A. 1640

State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Candy Staring

Title: Director

Address: PO Box 1449
Stillwater, OK 74076-1449

E-Mail: Candy.Staring@stillwaterok.gov

Phone: (405) 742-8203

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Stephen C. Gose

Title: President

Address: P.O. Box 2371
Stillwater, OK 74076

E-Mail: Stephen@gose-associates.com

Phone: (405) 743-4907

Approved as to form and legality this _____ day of _____, 20_____.

Kimberly Carnley, City Attorney



Prepared By: SCG

Hourly Rates are valid thru June 30, 2025. After that date there may be a 3% increase for each 12 month period thereafter.

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	4.k. CC-24-58
Previous/Related Action:	April 5, 2022: Fire Station #2 Bond Issue approval by voters.
Background/Issue:	• On April 5, 2022, Stillwater residents approved a \$9 Million bond issue to construct a new fire station to replace the existing Fire Station No. 2. • New Fire Station No. 2 will have a modern station alerting system installed to notify firefighters when an emergency call is received. • A communications gateway which links the dispatch center with the station controller is required. An interface to connect the communications gateway to our current CAD system is also required. • The timeline to purchase, develop, and install the communications gateway and interface is several months.
Proposal/Solution:	• The Phoenix G2 communication gateway from US Digital Designs can help reduce dispatch call-processing times by instantaneously alerting the right fire station so firefighters can respond more efficiently and with better information. This communication gateway is necessary to interact with station alerting systems components being installed at the new Fire Station No. 2. • Central Square will provide project management services, technical services, and an annual subscription to develop and implement the interface to operate with the City's current CAD system.
Financial Source/Impact:	The project is funded through the proceeds of the \$9 Million bond sale.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Staff recommends a motion to:

- Approve the purchase of a primary dispatch G2 fire station alerting system and associated licenses from US Digital Designs utilizing HGAC Contract #EC07-20 for \$52,894.13.
- Approve the purchase of project management services, technical services, and a one-year subscription from Central Square for the CAD interface for \$8982.79.

Prepared By:	Terry Essary, Fire Chief
Reviewed By:	Terry Essary Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

None

**EXTENSION OF OPERATION/MAINTENANCE AGREEMENT
HENDERSON GOLF MANAGEMENT, LLC**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2024 by and between CITY OF STILLWATER, OKLAHOMA, a municipal corporation, and HENDERSON GOLF MANAGEMENT, LLC, an Oklahoma Limited Liability Company.

WITNESSETH

WHEREAS, City of Stillwater ("Stillwater") and Henderson Golf Management, LLC ("Henderson") entered into a written Operation/Maintenance Agreement for Lakeside Memorial Golf Course on or about the 5th day of June, 2023; and

WHEREAS, the current term of the agreement is set to expire on June 30, 2024 and the parties agree to extend the current term of the agreement until August 31, 2024;

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

1. Term of Agreement. The parties agree to extend the current term of the Operation/Maintenance Agreement until August 31, 2024.
2. Reporting. The parties agree that the annual reporting requirements set forth in 4.2 of the original agreement shall be extended until August 31, 2024.
2. Effect of Contract Provisions. All provisions contained within the original agreement not specifically extended herein shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

HENDERSON GOLF MANAGEMENT, LLC

By: Michael Henderson, Managing Member

State of Oklahoma)
) ss
County of Payne)

Subscribed and sworn to me before this _____ day of _____, 2024
by Michael Henderson, Managing Member, Henderson Golf Management, LLC.

Notary Public

(seal)
My Commission Expires: _____
My Commission Number: _____

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

(seal)
ATTEST:

Teresa Kadavy, City Clerk

Approved as to form and legality this _____ day of _____, 2024.

Kimberly Carnley, City Attorney



Surplus Property Declaration Form

Via:

From:

City of Stillwater Fire Department

Date:

4-15-24

Subject: Declare the listed items as surplus property

Approval by Department Head.

Approval by City Manager _____

[illegible]

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	7.a. CC-24-59
Previous/Related Action:	
Background/Issue:	
Proposal/Solution:	Staff hosted community meetings, in-person and online in March and have reevaluated the location and finances portions of the project. Staff will share findings and information with City Council for discussion and to receive possible direction.
Financial Source/Impact:	Possible GO Bond
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY #4 CONNECTED SPACES #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	No recommendation at this time.
Prepared By:	Dawn Dodson, Communications Director
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. TIME SAW Community Mtg 5.6.24

Animal Welfare

Stillwater City Council
Monday, May 6, 2024

[Stillwaterok.gov/time](https://stillwaterok.gov/time)
[Stillwaterok.gov/animalwelfare](https://stillwaterok.gov/animalwelfare)



Background

- In 2021, Animal Welfare was identified as a TIME initiative – along with Transportation/Roadways and Fire Station #2.
- The City brought both the Transportation Sales Tax and Fire Station #2 before voters in 2022. Both propositions passed.
- Brian Thomas, 505 Architects, was hired to work with staff to develop facility requirements and provide comparison options for preliminary planning.
- A preliminary design was brought to Council in December 2022. That presentation is available at: stillwaterok.gov/time

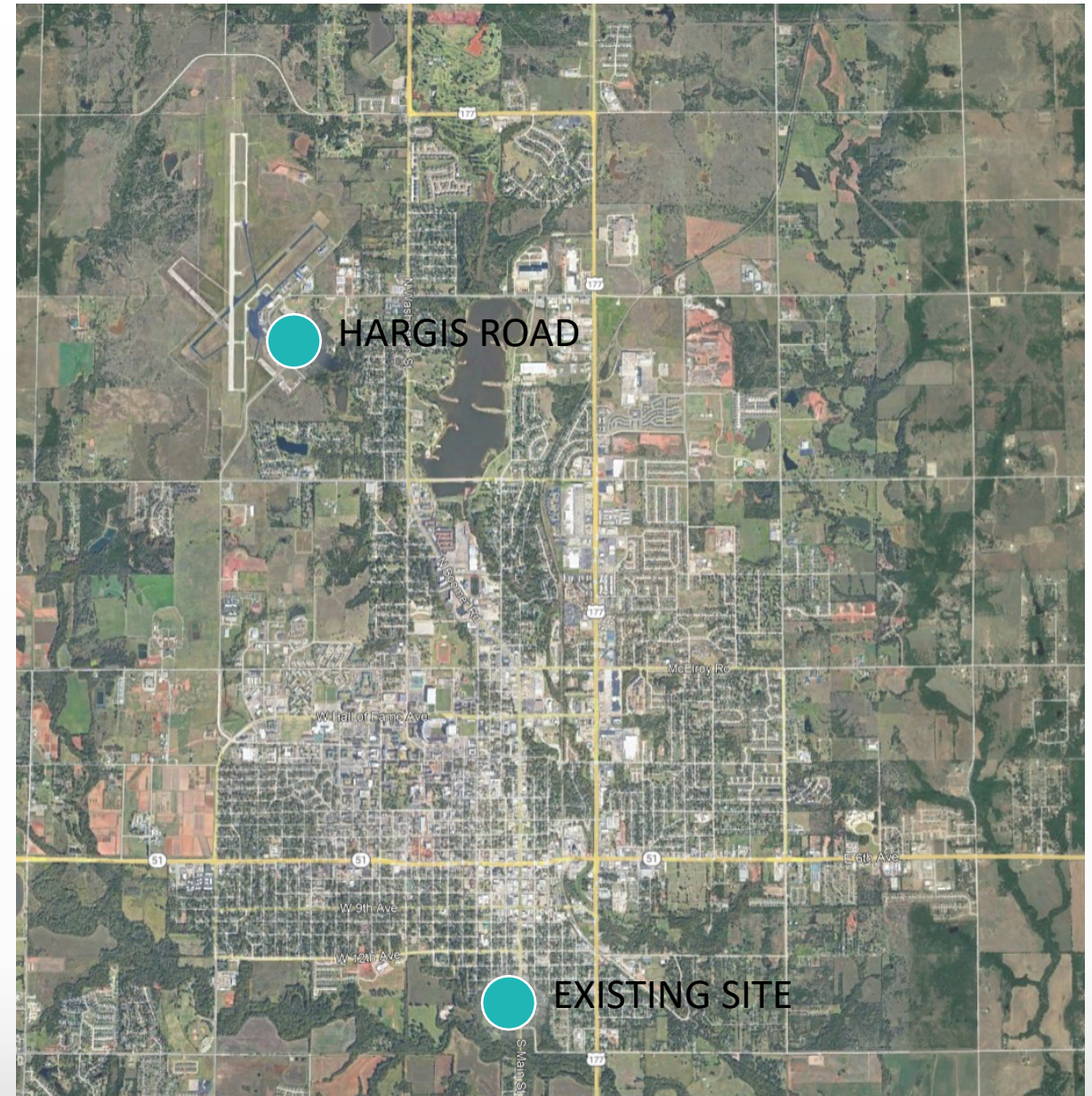
Existing & New Facility Comparison

Site Features	Existing Facility	New Facility
Monument Sign (Digital Marquee)	N	Y
Public Parking Spaces	6	16-20
Staff Parking Spaces	4	12-14
Dog Park, Event Area	N	Y
Paddock and Loafing Shed	N	Y
Outdoor Exercise, Training Area	N	Y

Building Features	Existing Facility	New Facility
Canine (Dog) Kennel Capacity	26	44-59
Cattery (Cat) Capacity	19	30-32
Common Cattery	N	Y
Entry Vestibule and Lobby	N	Y
Intake/Assessment Area	N	Y
Public Surrender Lobby	N	Y
Get Acquainted Rooms	N	Y/2
Enclosed Vehicular Loading, Sally Port	N	Y
Dishwashing, Food Storage, Laundry, Storage	Y	Y
Utility/Janitor	N	Y
Supervisor, Officer Workspaces & Workrooms	N/Y	Y
Euthanasia Suite	N	Y
Outdoor General Storage	Y	Y
Conference, Employee Breakroom	N	Y
Community Room	N	Y

Locations

- Existing site: S. Main Street
- New site: Hargis Road near the airport (beside Waste Management)





OSU Aerospace Systems Discovery Lab

Proposed
New Location

Sanborn Lake

Finance

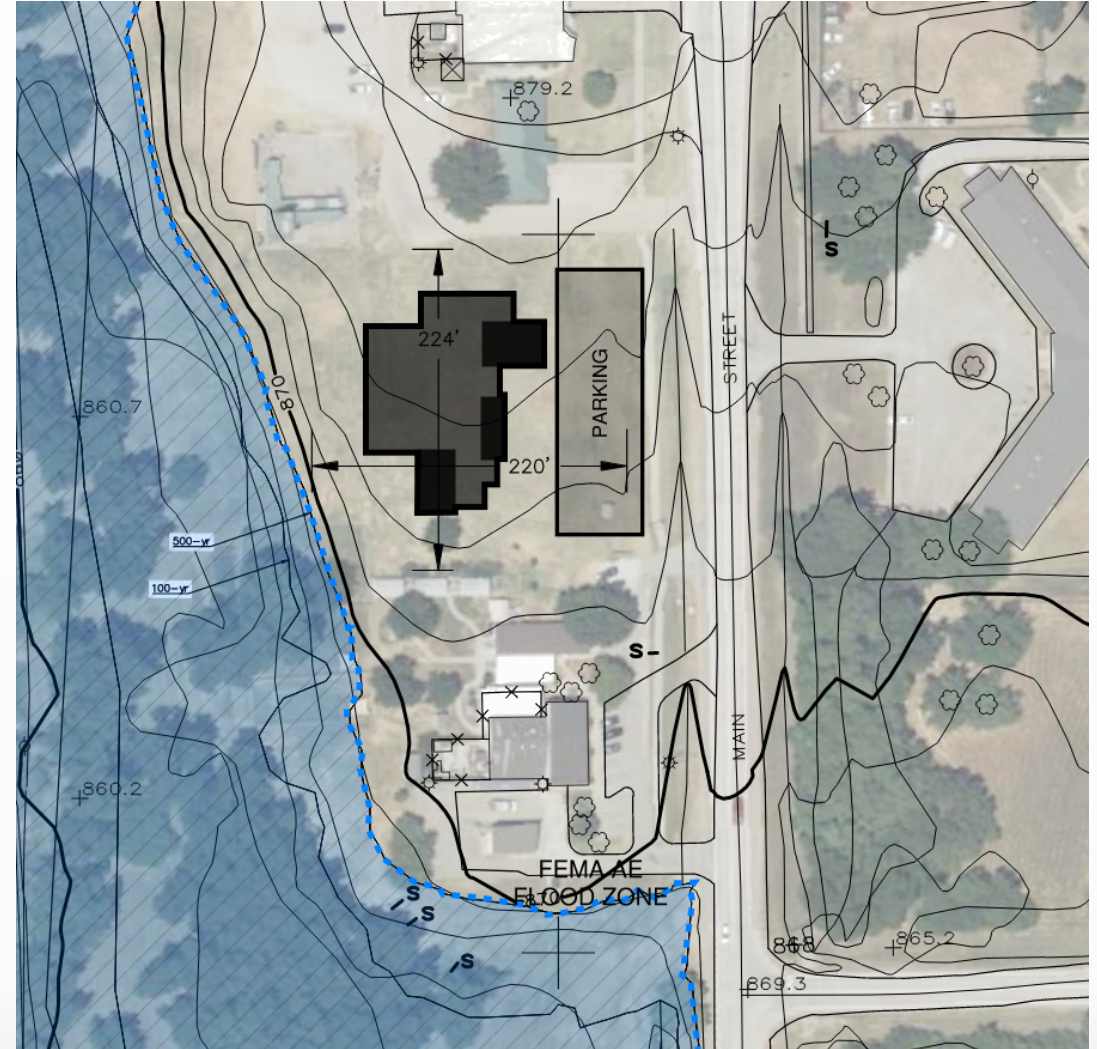
- April, Asst. City Manager Cluck led efforts to reassess the finance piece of the project. We included our internal team and 505 Architects.
- Under the current specifications for a new facility, Mr. Thomas provided an Opinion of Probable Project Total Cost (includes 10% contingency), for a total of \$7.2 million.

City of Stillwater, Oklahoma
Summary of Potential Bond Election Scenarios
Animal Welfare Project
Projections as of October 2023

GO Bond Par Amount	Term Length	Estimated Maximum Levy	Estimated Increase to Levy*	Estimated ANNUAL Impact to Property Taxes				Estimated MONTHLY Impact to Property Taxes			
				Real Property Taxable Value				Real Property Taxable Value			
				\$100,000	\$200,000	\$300,000	\$400,000	\$100,000	\$200,000	\$300,000	\$400,000
\$6,750,000	5 Years	5.68	3.93	\$44.80	\$89.60	\$134.41	\$179.21	\$3.73	\$7.47	\$11.20	\$14.93
	7 Years	4.82	3.07	\$35.00	\$70.00	\$104.99	\$139.99	\$2.92	\$5.83	\$8.75	\$11.67
	10 Years	4.19	2.44	\$27.82	\$55.63	\$83.45	\$111.26	\$2.32	\$4.64	\$6.95	\$9.27

*The projected sinking fund levy for FY 2024-2025 is currently 1.75 mills for the Fire Station bonds. All projections are based on 3.00% annual growth in the City's Net Assessed Valuation.

- Recently, we were asked if it is possible to renovate the existing facility to meet the needs of our current community and the needs we anticipate having with our growing community.
- Current facility houses two separate entities – Animal Welfare and the Humane Society.
- For quick assessment, we included Gose & Associates.





- What is best for our overall community and residents?
- If we present a GO Bond for voters to consider, we want to ensure it is something they feel is reasonable, meets their health, safety, and living needs regarding animal welfare.
- If we move toward renovation, do we have the funds to do what is needed with current and anticipated capacity demands? Is there enough buildable land for expansion?

Options to consider:

- Do we renovate and expand the current location and what is the funding source for this?
- Do we proceed with a GO Bond at \$7.2 million?
- Do we proceed with a GO Bond at \$6.75 million and make cuts to the proposed design to meet that amount, without removing necessary kennel and cattery spaces?



Animal Welfare

Stillwaterok.gov/time

Stillwaterok.gov/animalwelfare

ORDINANCE NO. 3534

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING, CHAPTER 23, " LAND DEVELOPMENT CODE," ARTICLE V, "USE CATEGORIES AND LIMITATIONS," DIVISION 1, "GENERALLY," SECTION 23-96, "DEFINITIONS," BY ADDING THE TERM "COMMUNICATION SERVICES"; AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE VI, "LAND USE CLASSIFICATIONS," DIVISION 5, "INDUSTRIAL DISTRICTS," SECTION 23-161, "IG GENERAL INDUSTRIAL DISTRICT" BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT; AMENDING ARTICLE XXIV, TABLE OF USES, SECTION 23-435, CREATED, BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT AS AN IG GENERAL INDUSTRIAL USE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

Section 1: That Stillwater City Code, Chapter 23, Land Development Code, Article V, Use Categories and Limitations, Division 1, Generally Section 23-96, Definitions, be amended to read as follows:

Sec. 23-96. - Definitions.

Individual uses are defined as follows:

Accommodation means establishments that provide customers with lodging on a transient basis, including hotels, motels, bed and breakfasts and shelters.

Adult business means a specific range of establishments that provide customers with products, services, materials, entertainment venues, or activities as set forth in section 23-245(a).

Agriculture, forestry, fishing and hunting means establishments primarily engaged in growing crops, raising animals, harvesting timber, and harvesting fish and other animals from a farm, ranch, or their natural habitats. These establishments are often described as farms, ranches, dairies, greenhouses, nurseries, orchards, or hatcheries.

Animal and pet keeping services means establishments that operate facilities to meet the needs of animals and pet keeping, such as animal clinics, vet hospitals, kennels, and stables.

Arts and entertainment means a wide range of establishments that operate facilities or provide services to meet varied cultural and entertainment interests of their patrons; this category is comprised of establishments that are involved in producing, promoting, or participating in live performances, events or exhibits intended for public viewing and those

establishments that preserve and exhibit objects and sites of historical, cultural, or educational interest.

Beverage services means establishments that provide customers with beverages for immediate consumption; the primary revenue of such establishments is derived from the sale of beverages.

Boardinghouse/roominghouse means a building where, for compensation and by prearrangement for definite periods, sleeping and living quarters, and/or meals (but not individual cooking facilities) are provided to three or more, but not exceeding 40 persons.

Chemical manufacturing means establishments engaged in the transformation of organic and inorganic raw materials by a chemical process and the formulation of products.

Child and adult care services means licensed establishments engaged in providing day services and/or treatment for adults or children, but not residential service. These are more specifically identified as family child care home, large child care home, and child care centers.

Churches and religious institutions means establishments engaged in providing church and religious services and activities.

Collocation means the mounting or installation of transmission equipment on an existing telecommunications tower or other support structure for the purpose of transmitting and/or receiving radio frequency signals for providing telecommunications services.

Communication services mean businesses, facilities or establishments which house or operate networked computers and data and transaction processing equipment and support equipment, including, without limitation, power and cooling equipment, used to provide data and transaction processing services, including, without limitation, all activities described by category 518210 of the North American Industrial Classification System (NAICS), as published in 2002 and all subsequently published iterations; provided also that this category shall include all facilities for ancillary office, administrative, or utility service uses involved in or related to any services or activities described in this category, whether taking place in the same or appurtenant buildings, facilities, or structures, including without limitation electrical substations.

Computer and electronic product manufacturing and electrical equipment, appliance, and component manufacturing means establishments engaged in the manufacture of computers, computer peripherals, communications equipment, and similar electronic products and components for such similar electronic products, or the manufacture of products that generate, distribute and use electrical power.

Construction means establishments engaged in the residential and nonresidential construction of buildings, in heavy and civil engineering, and in specialty trade contracting such as building equipment contractors.

Conventional single-family, detached or zero lot-line means one dwelling unit, freestanding and structurally separated building, located on a lot or building site that is unoccupied by any other dwelling unit or principal structure.

Educational services, establishments, educational institutions and educational facilities mean establishments that provide instruction and training in a wide variety of subjects and by specialized establishments such as schools, colleges, universities, and training centers which may be privately owned and operated for profit or not for profit, or they may be publicly owned and operated.

Financial institutions and services means establishments engaged in financial transactions (transactions involving the creation, liquidation, or change in ownership of financial assets) and/or in facilitating financial transactions.

Food, beverage and tobacco product manufacturing means establishments that transform livestock and agricultural products into products for intermediate or final consumption and are distinguished by the raw materials processed into food products; manufacturing of beverages and tobacco products in the following establishments:

- (1) Those that manufacture nonalcoholic beverages;
- (2) Those that manufacture alcoholic beverages through the fermentation process;
- (3) Those that produce distilled alcoholic beverages;
- (4) Those engaged in redrying and stemming tobacco; and
- (5) Those that manufacture tobacco products such as cigarettes and cigars.

Food services means establishments that provide customers with meals or snacks for immediate consumption; the primary revenue of such establishments is derived from the sale of food.

Freestanding self-service facilities means any self-service use including, but not limited to, automatic bank teller machines, postal vending and depository facilities, or newspaper vending machines, which are located in freestanding structures devoted solely to such use either on a separate lot or as an accessory use within a complex of buildings.

Furniture and related product manufacturing means establishments that make furniture and related articles such as mattresses, window blinds, cabinets, and fixtures using processes such as cutting, bending, molding, laminating, and assembly of such materials as wood, metal, glass, plastics, and rattan.

Health care and social assistance means establishments providing health care and social assistance for individuals on a continuum starting with

those establishments providing medical care exclusively, continuing with those providing health care and social assistance, and finally with those providing only social assistance; this category includes nursing and residential care facilities, ambulatory surgical care facilities, and hospitals.

Information means establishments engaged in printing and publishing industries and in telecommunications.

Leather and allied product manufacturing means establishments that transform hides into leather by tanning or curing and fabricating the leather into products for final consumption.

Machinery part manufacturing means establishments that create end products that apply mechanical force, such as the application of gears and levers, to perform work. Although processes are similar to fabricated metal products manufacturing, this machinery manufacturing typically employs multiple metal forming processes.

Manufactured home means that term as defined in section 23-7.

Medical marijuana commercial grower means a grower as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations. Commercial grower operations can be either indoor or outdoor operations.

Medical marijuana dispensary means a retailer as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations.

Medical marijuana processing means a process or processor as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations.

Mining establishments means establishments that extract naturally occurring mineral solids, including but not limited to coal and ores; liquid minerals, including but not limited to crude petroleum; and gases, including but not limited to natural gas. The term "mining establishments" includes quarrying, well operations, beneficiating (e.g., crushing, screening, washing, and flotation), and other preparation customarily performed at the mine site, or as a part of mining activity.

Miscellaneous manufacturing means businesses that make a wide range of products not otherwise classified.

Mixed use means one or more dwelling units located, in the rear or second floor, in a building in which the first floor is utilized primarily by a commercial use at the building front or storefront, and where such commercial use is permitted in the zoning district.

Modular home means that term as defined in section 23-7.

Mobile home means that term as defined in section 23-7.

Multifamily means three or more dwelling units contained within one building that is freestanding and structurally separated from any other building or group of dwelling units but are located on the same lot.

Nonmetallic mineral product manufacturing means establishments that transform mined or quarried nonmetallic minerals, such as sand, gravel, stone, clay, and refractory materials, into products for intermediate or final consumption. Processes used include grinding, mixing, cutting, shaping, and honing; heat is often used in the process and chemicals are frequently mixed to change the composition, purity, and chemical properties for the intended product.

Oil and gas industry services means businesses which provide support to the oil and gas industry operations including offices, storage and repair of equipment and vehicles, parking of vehicles or equipment. Such uses shall not include drilling, refining and storage, transloading or transportation of petroleum or gas products, bi-products or waste.

Paper manufacturing means establishments that make pulp, paper, or converted paper products including:

- (1) The separating of the cellulose fibers from other impurities in wood or used paper;
- (2) Matting these fibers into a sheet;
- (3) Cutting and shaping techniques that includes coating and laminating activities.

Parking lot/garage means an open, hard-surfaced area, other than a street or public way, to be used for the storage, for limited periods of time, of operable passenger automobiles and commercial vehicles, and available to the public, whether for compensation, free, or as an accommodation to clients or customers.

Personal and laundry services means establishments engaged in providing personal and laundry services such as health and beauty parlors, massage parlors, dry-cleaning, and pet grooming (not boarding and/or training).

Personal storage and warehousing means facilities providing indoor personal storage and warehousing and as an accessory to such use, outdoor storage of personal vehicles, recreational vehicles and watercraft displaying current and valid registration, provided, such outdoor storage does not occupy an area larger than 30 percent of the indoor floor area provided for the primary use.

Petroleum and coal products manufacturing means establishments that transform crude petroleum and coal into usable products with the dominant process being petroleum refining that involves the separation of crude petroleum into component products through such techniques as cracking and distillation.

Plastics and rubber products manufacturing means establishments that make goods by processing plastics materials and raw rubber. The core technology employed is that of plastics or rubber product production.

Primary metal manufacturing and fabricated metal products manufacturing means establishments engaged in the smelting and/or refining of ferrous and nonferrous metals from ore, pig or scrap, using electrometallurgical and other process metallurgical techniques; the manufacture of metal alloys and super alloys by introducing other chemical elements to pure metals; or transforming metal into intermediate or end products, other than machinery, computers and electronics, and metal furniture or treating metals and metal formed products fabricated elsewhere. Processes include forging, stamping, bending, forming, and machining used to shape individual pieces of metal; and welding and assembling used to join separate parts together.

Professional and administrative offices and services means establishments that specialize in providing professional, scientific, administrative, management, employment, real estate, or technical activities or services.

Public administration and service means federal, state and local government agencies that administer, oversee, and manage public programs and have executive, legislative, or judicial authority over other institutions within a given area. The term includes police and fire services.

Recreation means a wide range of establishments that operate facilities or provide services to meet varied recreational interests of their patrons and establishments that operate facilities or provide services that enable patrons to participate in recreational activities or pursue amusement, hobby, and leisure-time interests.

Research and development means establishments engaged in the research or research and development of innovative ideas in technology-intensive fields. The term includes research and development of computer software, information systems, communications systems, transportation, geographic information systems, multi-media and video technology. Development and construction of prototypes may be associated with this use.

Residential design manufactured home means that term as defined in section 23-7.

Retail trade means establishments engaged in retailing merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Retailers are organized to sell merchandise in small quantities to the general public with extensive displays of merchandise and utilizing mass-media advertising to attract customers.

Small cell facility means a low-powered wireless base station which functions much in the same way as larger cells in a wide-area, mobile wireless network that are typically installed relatively high on a telecommunications tower, to provide signal coverage to a large geographic

area. Small cells facilities cover a smaller, targeted, localized area to provide connectivity to wireless network subscribers in areas that typically present capacity and coverage challenges to traditional wide-area wireless networks. Small cell facilities are smaller in size and thus are more conducive to collocation on an existing support structure or installation on a private utility's, single-use utility pole erected for the sole or primary purpose of supporting a small cell facility.

Telecommunications tower means any freestanding structure, other than a utility pole, built or used for the sole or primary purpose of supporting antennas and their associated facilities, licensed or authorized by the Federal Communications Commission, particularly including structures that are constructed for wireless communications services and also including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Textile mills, textile product mills, and apparel manufacturing means establishments that transform a basic fiber (natural or synthetic) into a product, such as yarn or fabric, that is further manufactured into usable items, such as apparel, sheets, towels, and textile bags for individual or industrial consumption. Main processes include preparation and spinning of fiber, knitting or weaving of fabric, and the finishing of the textile. The term includes establishments that make textile products (except apparel) by generally cutting and sewing (e.g., purchasing fabric and cutting and sewing to make nonapparel textile products such as sheets and towels). Processes include cutting and sewing and the manufacture of garments in establishments that first knit fabric and then cutting and sewing the fabric into a garment.

Townhome means a row or group of independent single-family units, located on individual lots or on a common building site. Each unit has independent access to the outside, is not located over another unit, and is separated from any other unit by one or more common fire walls along the common property boundary or unit boundary.

Transportation activities means establishments providing transportation of passengers and cargo, scenic and sightseeing transportation and support activities related to modes of transportation, whether by air, rail, water, road, or pipeline.

Transportation and equipment manufacturing means establishments that produce equipment for transporting people and goods.

Two-family means a building (duplex) located on a lot or building site that is unoccupied by any other principal structure, and which provides independent living facilities for occupancy by two families such that the two dwelling units are placed adjacent to one another with structural parts touching.

Unit (condominium) ownership means ownership of an individual unit located within a multiunit building or multibuilding development pursuant to the Unit Ownership Estate Act, 60 O.S. § 501 et seq.

Utility or utilities means establishments engaged in the provision of the following utility services: electric power, natural gas, steam supply, water supply sewage removal and telecommunications services. Specific activities associated with the utility services provided by utilities include the following:

- (1) Electric power includes generation, transmission, and distribution;
- (2) Natural gas includes distribution;
- (3) Steam supply includes provision and/or distribution;
- (4) Water supply includes treatment and distribution
- (5) Sewage removal includes collection, treatment, and disposal of waste through sewer systems and sewage treatment facilities; and
- (6) Telecommunications includes the transmission of signs, signals, messages, words, writings, images and sounds or information of any nature by wire, radio, optical or other electromagnetic systems.

Utility pole means a long, slender, generally vertical and usually cylindrical object, other than a telecommunications tower, that is or may be used in whole or in part by a public or private utility for wireline, wireless or optical telecommunications, electrical distribution, lighting, traffic control, signage or similar functions.

Vehicle/equipment sales, rental, and service means establishments primarily engaged in the sale or rental of personal or commercial vehicles and equipment and which includes incidental maintenance and repair facilities; and establishments that sell, install, and service vehicle equipment and parts, including body repairs and painting.

Warehousing and storage means establishments engaged in operating warehousing and storage facilities for general merchandise, refrigerated goods, and other warehouse products. These industries do not sell the goods they handle but can provide logistical services related to the distribution of goods.

Waste management and remediation services means establishments engaged in the collection, treatment, and disposal of waster materials, including the local hauling of waster materials; operating materials recovery facilities; providing remediation services; and providing septic pumping and other miscellaneous waste management services.

Wholesale trade means establishments engaged in wholesaling merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Wholesalers are organized to sell or arrange the purchase or sale of:

- (1) Goods for resale;

- (2) Capital or durable nonconsumer goods;
- (3) Raw and intermediate materials and supplies used in production.

Wood product manufacturing means establishments that manufacture wood products such as lumber, plywood, veneers, wood containers, wood flooring, wood trusses, manufactured homes, and prefabricated wood buildings. The term includes sawing, planing, shaping, laminating, and assembling of wood products starting from logs that are cut into bolts, or lumber that then may be further cut, or shaped by lathes or other shaping tools.

Section 2. That Stillwater City Code, Chapter 23, Land Development Code, Article VI, Land Use Classifications, Division 5, Industrial Districts, Section 23-161, IG General Industrial District, be amended to read as follows:

Sec. 23-161. - IG General Industrial District.

- (a) Permitted by right. The following uses will be permitted by right in the IG General Industrial District:

- (1) Communication services.
- (2) ~~(1)~~ Construction.
- (3) ~~(2)~~ Food, beverage and tobacco product manufacturing.
- (4) ~~(3)~~ Leather and allied products manufacturing.
- (5) ~~(4)~~ Machinery part manufacturing.
- (6) ~~(5)~~ Miscellaneous manufacturing.
- (7) ~~(6)~~ Nonmetallic mineral product manufacturing.
- (8) ~~(7)~~ Oil and gas industry services.
- (9) ~~(8)~~ Paper manufacturing.
- (10) ~~(9)~~ Parking lots/garages.
- (11) ~~(10)~~ Plastics and rubber products manufacturing.
- (12) ~~(11)~~ Public administration and service.
- (13) ~~(12)~~ Research and development.
- (14) ~~(13)~~ Telecommunications tower.
- (15) ~~(14)~~ Transportation activities.
- (16) ~~(15)~~ Transportation and equipment manufacturing.

(17) ~~(16)~~ Utilities.

(18) ~~(17)~~ Warehousing and storage.

(19) ~~(18)~~ Waste management and remediation services.

(20) ~~(19)~~ Wood product manufacturing.

(b) Specific use permit. The following uses are permitted by specific use permit in the IG district:

(1) Chemical manufacturing.

(2) Medical marijuana commercial grower, indoor only.

(3) Medical marijuana processing.

(4) Mining.

(5) Petroleum and coal products manufacturing.

(6) Primary metal and fabricated metal products manufacturing.

(7) Textile mills, textile product mills and apparel manufacturing.

(c) Lot size requirements. No minimum lot size requirements are established in the IG district.

(d) Bulk regulations. Bulk regulation requirements in the IG district are as follows:

(1) The maximum structure height as measured from the finished floor elevation of the first floor to the highest point of the roof: No maximum limit.

(2) Setbacks. The following are the minimum required setbacks in the IG district.

a. Minimum front yard: 75 feet on all property boundaries abutting a right-of-way or road/access easement.

b. Minimum side yard: When a side yard has a common boundary with property in any:

1. Residential district, the minimum setback is 75 feet. All other districts, the minimum setback is 40 feet. Minimum rear yard: When a rear yard has a common boundary with property in any Residential district, the minimum setback is 75 feet;

2. All other districts, the minimum setback is 40 feet.

(3) Maximum lot coverage: No maximum limit to lot coverage is established in the IG district.

(e) Exceptions. Any number of structures or uses may be constructed or established on a single lot, but no single lot shall be smaller than the minimum lot area required to accommodate the principal use/structure and all accessory uses/structures.

Section 3: That Stillwater City Code, Chapter 23, Land Development Code, Article XXIV, Table of Uses, Section 23-435, Created, be amended to read as follows:

Sec. 23-435. - Created

The following is a comprehensive zoning table of uses:

COMPREHENSIVE ZONING USE TABLE

P = Permitted by right

S = Specific use permit

Uses	RSL	RSS	RT	RT M	RM1	RMU	HR	MH	NT	ZO	CS	CB	CG	IL	IG	A
Accommodation (bed and breakfast only in RSS and RSL)	S	S			S	S	P			S	P	P	P	P		
Agriculture, Forestry, Fishing and Hunting																P
Animal and Pet Keeping Services													S		P	P
Arts and Entertainment												P	P			
Bed and breakfast/hotel/motel										S	P	P	P			
Beverage Services										S	P	P	P	P		
Boarding house/Rooming house	S			P	P	P	P					P				
Chemical Manufacturing															S	
Child and Adult Care Services	S	S	S	S	S	S	S	S		P	S		S	S		
Churches and Religious Institutions	S	S	S	P	P	P	P			P			P			
<u>Communication Services</u>															<u>P</u>	

Computer and Electronic Product Manufacturing and Electrical Equipment, Appliance, and Component Manufacturing													S	P		
Construction											S		S	P	P	
Conventional single-family detached or zero lot line	P	P	P	S				S	P							P
Educational Services	S	S	S	S	S	S	S			P	P	P				S
Financial Institutions and Services										P	P	P	P			
Food, Beverage, and Tobacco Product Manufacturing													S	P		
Food Services										S	P	P	P	P		
Free-Standing Self-Service Facilities					P	P				P	P	P	P	P		
Furniture and Related Product Manufacturing														S		
Health Care and Social Assistance				S	S					P	S		P			
Information										S	P	S	P	P		
Leather and Allied Product Manufacturing														S		
Machinery Part Manufacturing															P	
Manufactured Home								p								P
Mining															S	S
Mixed Use						P	P			P	P	P	S			
Modular Home	P	P	P					S	P							P
Mobile Home								P								P
Mobile Home Park													S			P
Multi-Family				P	P	P	P				S	P				
NonMetallic Mineral Product Manufacturing															S	
Paper Manufacturing													S	S	P	
Parking Lot/Garage					P	P	P			S		P	P	P	P	
Personal and Laundry Services					S	S				S	P	P	P	P		
Personal Storage and Warehousing											P		P	P		
Petroleum and Coal Products Manufacturing															S	
Plastics and Rubber Products Manufacturing															P	
Primary Metal and Fabricated Metal Products Manufacturing															P	
Professional and Administrative Offices and Services										P	P	P	P	P		
Public Administration and Service										P	S	P	S	P	P	S

Recreation										S		P	P			S
Research and Development										S			P	P	P	
Residential Design Manufactured Home	P	P	P													P
Retail Trade											P	P	P			
RV Park													S			
Telecommunications Tower					S	S	S						S		P	P
Textile Mills, Textile Product Mills, and Apparel Manufacturing														S	S	
Townhome		S	S	P	P				P			P				
Transportation Activities											S		P	P	P	
Transportation and Equipment Manufacturing															P	
Two-Family			P	P	P				P							
Unit (condominium) ownership		P	P						P			P				
Utilities													P	P	P	P
Vehicle/Equipment Sales, Rental, and Service											S		P	P		
Warehousing and Storage														P	P	S
Waste Management and Remediation Services															P	
Wholesale Trade													P			
Wood Product Manufacturing														S	P	

Section 4: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Section 5: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

PASSED, APPROVED, AND ADOPTED THIS 6TH DAY OF MAY, 2024.

(SEAL)
ATTEST:

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 6TH DAY OF
MAY, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 04/15/2024

Second Reading: 05/06/2024

ORDINANCE NO. 3535

AN ORDINANCE REZONING A TRACT OF LAND CONTAINING APPROXIMATELY 160 ACRES LOCATED AT THE NORTHWEST QUARTER SECTION OF PROPERTY ADDRESSED AS 1300 E. AIRPORT ROAD FROM PUBLIC (P) TO GENERAL INDUSTRIAL (IG).

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

Parcel located at 1300 E. AIRPORT ROAD:

THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, APPROXIMATELY 160 ACRES.

be and the same is hereby rezoned from (P) PUBLIC to (IG) GENERAL INDUSTRIAL.

PASSED, APPROVED, AND ADOPTED THIS 6th DAY OF MAY, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 6TH DAY OF MAY, 2024.

Kim Payne, Assistant City Attorney

First Reading: 04/15/2024
Second Reading: 05/06/2024

ORDINANCE NO. 3536

“AN ORDINANCE AMENDING STILLWATER CITY CODE OF ORDINANCES BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCIAL AFFAIRS, DIVISION 2, PURCHASES OF SUPPLIES AND CONTRACTUAL SERVICES, SECTION 2-609, PUBLIC CONSTRUCTION CONTRACTS TO REVISE THE VALUE OF PURCHASES SUBJECT TO COMPETITIVE BIDDING; AND SECTION 2-612, PURCHASING; LIMITATIONS TO REVISE THE VALUE OF PURCHASES SUBJECT TO CITY COUNCIL APPROVAL; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.”

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: The Stillwater City Code, Chapter 2, Administration, Article VI, Financial Affairs, Division 2, Purchases of Supplies and Contractual Services, Section 2-609, Public Construction Contracts, to be amended as follows:

Sec. 2-609. Public construction contracts.

All public construction contracts valued at \$~~50,000.00~~100,000.00 or more shall be competitively bid. The city manager shall have the authority to promulgate, adopt and administer written procedures to carry out this section in accordance with this Code and state law.

SECTION 2: The Stillwater City Code, Chapter 2, Administration, Article VI, Financial Affairs, Division 2, Purchases of Supplies and Contractual Services, Section 2-612, Purchasing; Limitations, to be amended as follows:

Sec. 2-612. Purchasing; limitations.

Any single purchase valued at \$~~50,000.00~~100,000.00 or more shall be submitted to the city council for approval.

SECTION 3: REPEALER. All ordinance or parts of ordinances conflicting or inconsistent with the provisions of this ordinances are hereby repealed.

SECTION 4: SEVERABILITY. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Passed, approved, and adopted this 6th day of May, 2024.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 6th day of May, 2024.

Kimberly Carnley, City Attorney

First Reading: 04/15/2024
Second Reading: 05/06/2024

ORDINANCE NO. 3537

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF STILLWATER BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE I, IN GENERAL, BY AMENDING SECTION 2-1, TORT CLAIMS; WORKERS' COMPENSATION CLAIMS; PAYMENT

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

SECTION 1: Chapter 2, Administration, Article I, In General, of the Stillwater City Code, Section 2-1, be amended to read as follows:

Sec. 2-1. Tort claims; workers' compensation claims; payment.

The city manager is authorized to settle and pay tort claims and workers' compensation claims valued at less than ~~\$50,000.00~~ \$100,000 without prior city council approval, upon recommendation of the city attorney. The city council shall by resolution adopt guidelines for the processing of claims before the city manager may exercise authority granted under this section.

PASSED, APPROVED, AND ADOPTED THIS 6TH DAY OF MAY, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 6TH DAY OF MAY, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 4-15-2024
Second Reading: 5-06-2024

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	9.a. CC-24-60
Previous/Related Action:	None
Background/Issue:	The Sister Cities Council consists of 11 members. At least one Sister Cities Council member shall be a member of the sister cities youth chapter. The Council coordinates the activities of the Sister Cities program and makes recommendations to the City Council regarding Sister City activities as well as initiating activities requested by the City Council. The Council promotes the Sister City program by informing citizens of Sister City activities and encouraging community involvement. The Council also assists other community groups involved in international exchange projects. The term length is three years or until a successor is appointed. There are currently two vacant positions. Applications have been received from Nathan Horton, Janna Rogers and Debbie Dawson. Nathan Horton and Debbie Dawson have attended Council meetings and functions and their experience and interests align with the current activities organized by the Sister Cities Council.
Proposal/Solution:	Appoint Nathan Horton and Debbie Dawson, consider other applicants on file to fill the upcoming expired or vacant position, postpone the appointment of a Sister Cities Council member until additional applications are submitted.
Financial Source/Impact:	Postponing appointment presents the likelihood of adversely affecting the Sister Cities Council's ability to achieve quorum, which will delay support and organization of the upcoming Stillwater Middle School Exchange and other cultural activities.
Related Strategic Priority:	#5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to appoint Nathan Horton and Debbie Dawson to the Sister Cities Council.
Prepared By:	Stephanie Kinder, Community Programs Manager
Reviewed By:	Barbara Bliss Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 8, 2024



Agenda Item:	9.b. CC-24-61
Previous/Related Action:	
Background/Issue:	City Council established the Washington School Advisory Committee on February 5, 2024. The duties of the Committee are to advise and make recommendations regarding the assessment, proposed design, renovation, or redevelopment of Washington School from planning through construction in order to meet the objective of executing improvements for future use for education, sports recreation, events and parking. One position remains open on the Advisory Committee and the City has received an application seeking appointment.
Proposal/Solution:	Appoint Clyde Wilson to the Washington School Advisory Committee
Financial Source/Impact:	
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Motion to appoint Clyde Wilson to the Washington School Advisory Committee.
Prepared By:	Christy Driskel, Assistant City Manager/Human Resources Director
Reviewed By:	Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

None