



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

JUNE 17, 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. 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 June 3, 2024 regular meeting minutes		
b.	Award Bid # 24-2024 City Wide Custodial Services to Sandstorm Cleaning in the amount of \$46,976.16 and Alliance Maintenance in the amount of \$46,980.00.	CC-24-80	John McClenny, Mark White
c.	Accept the dedication of a drainage easement located in Lots 24-27 of Childress Industrial Park addressed as 301 & 303 E Thomas Ave, 3003, 3005, 3007, 3009, 3011, 3013, 0317, & 3019 N Park Dr.	CC-24-81	Jacquelyn Porter
d.	Approve donation to the Fire Department in the amount of \$1,100 for a "Hot Car Sign" and the	CC-24-82	Terry Essary

	associated budget amendments as attached.		
e.	Approve budget amendments reflecting receipt and appropriation of donation funds in the amount of \$1,423.34 for Stillwater Public Library	CC-24-83	Stacy Delano
f.	Approve Grant Agreement Amendment reflecting receipt of a \$35,000 eMedia grant from the Oklahoma Department of Libraries to Stillwater Public Library and approve the associated budget amendments.	CC-24-84	Stacy Delano
g.	Approve FY24-25 one year lease agreement with OSU for property located at 6909 W. 56th Street for a motorcycle and all terrain vehicle recreational area		Barbara Bliss

4. 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.

5. 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.

6. 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.	Energy Saving Projects Update	CC-24-85	Brady Moore
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7. Resolutions

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

a.	RESOLUTION NO. CC-2024-17: A RESOLUTION OF THE STILLWATER CITY COUNCIL ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR 2024-25.
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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. 3538: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 1205 SOUTH DUCK STREET FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL DISTRICT (RSS) TO TWO-FAMILY RESIDENTIAL DISTRICT (RT).
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9. Reports from Officers and Boards

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

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

10. Questions and Inquiries

11. Adjourn

On June 14, 2024 at 11:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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1. 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.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED MAY 31, 2024 AT 11:15 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 3, 2024**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

- a. National Gun Violence Awareness Day Proclamation

Mayor Joyce read the proclamation declaring June 7, 2024 as National Gun Violence Awareness Day. Diane Tipling, Moms Demand Action, accepted the proclamation.

4. CONSENT DOCKET

- a. Approve May 20, 2024 regular meeting minutes
- b. Authorize the City Manager to sign contracts related to benefits administration
- c. Approve the following FY2024-2025 agreements:
 - Payne County Youth Services Extension of Agreement
 - Project H.E.A.R.T., Inc. Extension of Lease Agreement
 - Lake McMurtry Friends Extension of Operations Agreement
- d. Approve budget amendments to increase revenue and expenditure accounts from OMAG insurance proceeds to fund repairs to damaged IT vehicle
- e. Approve Electric and Telecommunications Easement located at 2020 W. 3rd Avenue
- f. Approve the Assignment of Contract Form from Kirkpatrick Architectural Studio to Brandstetter Carroll, Inc. and authorize the City Manager to sign the Form.
- g. Approve State of Oklahoma Department of Transportation Supplemental and Modification Agreement No. 1 Project Maintenance, Financing, and Right-of-Way Agreement
- h. Accept a permanent Electric Utility Easement located at 1730 North Jardot Road

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS 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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. Receive public comment regarding a request from Steuver Holding Company (Justin Steuver) for a map amendment (MA24-02) to rezone property addressed as 1205 S. Duck Street from Small Lot Single Family Residential (RSS) to Two-Family (RT) district.

City Planner Jacquelyn Porter reported that the applicant, Steuver Holding Company, requests a map amendment to rezone the property addressed as 1205 S. Duck Street from Small Lot Single-Family Residential to Two-Family Residential District. The applicant is requesting the rezoning to allow for the construction of a single duplex for residential infill. Ms. Porter stated that the property's current lot dimensions are 50 feet by 150 feet. Lot size requirements for the RT district are a minimum width of 60 feet, a depth of 100 feet, and a minimum lot area of 7,500 feet. Due to the lot width being 10 feet short of the minimum required width, the applicant has submitted a variance request for the required lot size that will be presented to the Board of Adjustment pending the approval of this map amendment.

Mayor Joyce opened the public hearing.

Justin Steuver, Steuver Holding Company, spoke on his behalf and answered Council's questions.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval 3-0.

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 1205 SOUTH DUCK STREET.

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 the proposed operating budget for fiscal year 2024-2025 and consider action to incorporate changes presented during this public hearing and/or other changes identified by the Council and return to the Council for review at the June 17, 2024 meeting or direct staff to proceed with adoption of the budget as proposed in the attached schedule at the June 17, 2024 meeting.

Accounting Manager Jared Thulin stated that he is introducing the public hearing for the FY2025 proposed budget. He reported that there have been no changes since the budget presentation at the April 15, 2024 Council meeting.

Mayor Joyce opened the public hearing.

Roger Gose, 1120 E. Connell Avenue, expressed his concerns about the deterioration of funds and the lack of capital funds. He stated that he thought there was a change in the budget since it was presented at the April 15 meeting, as the Communications line was now missing.

Mayor Joyce closed the public hearing.

Mr. Thulin stated that the Communications line is not missing, it is just a difference in presentation of the proposed budget. The full Communications budget is now included in the General Government budget so the numbers are the same, they have just been reclassified.

Mayor Joyce and Councilor Clark acknowledged Mr. Gose's comments and concerns regarding the budget. Mayor Joyce stated that there must be a balance between reserve funds and spending funds on roads and other projects that need to be fixed now.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO DIRECT STAFF TO PROCEED WITH ADOPTION OF THE BUDGET BY RESOLUTION AT THE JUNE 17, 2024 MEETING AS PRESENTED IN THE ATTACHED SCHEDULE.

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. SASA Annual Report

SASA Executive Director Carolyn Walstad gave an overview of the programs and leagues that SASA offers, and the attendance numbers of programs offered. She also presented the gross income, economic impact, capital improvements made and community partnerships that SASA has developed. Ms. Walstad reported that this year SASA has started Stilly Gear exchange where parents can donate new or slightly used sports equipment so families can come and find sporting equipment when needed. She emphasized the need for more facilities and said if they were available, she could fill them up.

No action was taken on this item.

b. Stillwater Animal Welfare Update

Communications Director Dawn Dodson stated that at the May 8 City Council meeting, staff provided an update that included concerns and limitations regarding the existing Animal Welfare facility and also shared a new potential location on Hargis Rd. near the airport and the OSU Flight School. Staff submitted the required FAA application to alter and construct on the property but have not received final clearance yet. Ms. Dodson reported that throughout the past few years, staff has discussed a possible funding avenue for this project with a GO Bond Election since it was designated as a need by staff and community members. In February 2023, 505 Architects were hired to provide a preliminary scope of work and project cost estimate. Throughout the past year the estimate to build a new Animal Welfare facility has ranged between \$6.75 to \$7.2 million. Staff does plan to continue moving forward with this project; however, it is not practical to move forward with the August 27, 2024, ballot since staff does not have final FAA clearance and the June 12 resolution deadline is fast approaching. Staff will continue working through the FAA process, gathering information from our community, and looking at early 2025 election dates. Ms. Dodson stated that community members who would like additional information regarding the Animal Welfare and other TIME projects, can go online to stillwaterok.gov/time or stillwaterok.gov/animalwelfare, or contact Dawn Dodson at (405) 742-8214, or email at: dawn.dodson@stillwaterok.gov.

Airport Director Kellie Reed answered Council's questions regarding the FAA clearance process and timeline.

Mayor Joyce reported that there has been a strong response to Council's request to hear from the community regarding the new animal welfare facility.

Councilor Clark asked that with the delay in this project, the cost estimates be updated.

No action was taken on this item.

9. ORDINANCES

a. First Reading

Ordinance No. 3538: An ordinance rezoning a tract of land located at 1205 South Duck Street from Small Lot Single-Family Residential District (RSS) To Two-Family Residential District (RT).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3538 TO SECOND READ AS PRESENTED.

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

10. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Meek announced that Stillwater Regional Airport is hosting a TSA PreCheck enrollment at the airport on Monday, June 10 through Thursday, June 13, 9 a.m. to 12 p.m. and 1 to 5 p.m., and Friday, June 14, from 9 a.m. to 12 p.m. Getting TSA PreCheck will expedite the security screening process at most U.S. airports and help flyers avoid the usual screening of personal items like laptops and shoes. Enrollment is for 5 years with a one-time fee of \$78 for the in-person process or \$70 online. For more information, go to stillwaterok.gov/airport.
 - City Manager Meek invited residents to Fly-Day Food Trucks at the airport. Go to the old OSU Flight Center, 1818 Wright Drive, 11 a.m. to 2 p.m. on June 14. This year's diners can experience airside dining, located within the fence.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin asked residents to save the date and join the Stillwater Police Department for "Cops & Donuts" on Friday, June 7, from 8:30 to 10 a.m. at Daylight Donut's, located at 517 S Perkins Road. This is a great opportunity for our community members and officers to build and strengthen relationships, have important conversations, and enjoy a sweet treat in the process.
 - Councilor Clark informed residents that Stillwater Community United will be celebrating Juneteenth at Southern Woods Park on Saturday, June 15 from 11 a.m. to 1 p.m. All community members are invited to gather for games, music, free food and drinks, and entertainment for the whole family. Also, City Hall will be closed in observance of Juneteenth on Wednesday, June 19. Trash, recycling, and yard waste will be collected as usual.
 - Councilor Hawkins asked residents to save the date and celebrate Independence Day with Stillwater's 30th Boomer Blast Fireworks Show on Thursday, July 4, at Boomer Lake Park. Festivities will kick off at 6:30 p.m. with food trucks, music and more. The fireworks show will begin around 9:30 p.m. The City will continue to share event details on social media and online at Stillwaterok.gov/boomerblast.
 - Vice Mayor Dzialowski reminded residents to use the Citizen Request Tracker on the City's new website. This is an avenue for residents to report concerns regarding drainage and flooding, street light outages, trash collection issues, animal control requests, and much more. Please consider using this system to

let our employees know concerns that need to be checked out and possibly repaired.

- Mayor Joyce stated that the Primary Election is on June 18. He encouraged voters to get to know the candidates, then vote for who they believe best meets the needs of their families and community. Depending on your location, the ballot will look a little different and includes the County Commissioner for seat 2. Sample ballots, polling locations, and more important information are available on the Payne County Election Board website at votepaynecounty.com.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. APPOINTMENTS

a. Western Payne County Ambulance Authority

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HAWKINS TO REAPPOINT ELAINE ACKERSON TO THE WESTERN PAYNE COUNTY AMBULANCE AUTHORITY FOR ANOTHER THREE-YEAR TERM.

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

b. Planning Commission

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO REAPPOINT MARK PRATHER AND MIKE SHANAHAN AND APPOINT DAVID PETERS TO THE PLANNING COMMISSION.

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

13. ADJOURN

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADJOURN THE JUNE 3, 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 June 3, 2024 regular meeting of the Stillwater City Council adjourned at 6:23 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 17, 2024



Agenda Item:	3.b. CC-24-80
Previous/Related Action:	
Background/Issue:	The current custodial services contract expires on June 30th.
Proposal/Solution:	Bids were solicited for custodial services for 13 City and SUA facilities and Sandstorm Cleaning and Alliance Maintenance submitted bids. The bid tabulation is attached. Bids were solicited in packages, as indicated in the bid tabulation, to meet the unique needs of each facility. Bidders could bid on some or all of the packages with the intent of awarding each package to the lowest and best bidder.
Financial Source/Impact:	Adequate funds are budgeted for these services in the FY25 budget.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends a motion to award the bid for packages 2, 3, 6, and 7 to Sandstorm Cleaning in the amount of \$46,976.16, and to award the bid for packages 1, 4, and 5 to Alliance Maintenance in the amount of \$46,980.00.
Prepared By:	John McClenny, Procurement Mgr. Mark White, Public Works Dir.
Reviewed By:	Christy Cluck Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Custodial Bid Tabulation
2. Contract for Janitorial Services - City

PACKAGE 1 - Electric Administration/Distribution and Stillwater Energy Center - SUA

Supplier	Price
Alliance Maintenance	\$30,960.00
Sandstorm Cleaning	\$32,854.80

PACKAGE 2 - Fleet Management North and South - City

Supplier	Price
Sandstorm Cleaning	\$5,569.20
Alliance Maintenance	No Bid

PACKAGE 3 - Waste Management - SUA

Supplier	Price
Sandstorm Cleaning	\$5,355.96
Alliance Maintenance	\$10,980.00

PACKAGE 4 - Public Works - City

Supplier	Price
Alliance Maintenance	\$10,980.00
Sandstorm Cleaning	\$15,463.56

PACKAGE 5 - Fire Administration - City

Supplier	Price
Alliance Maintenance	\$5,040.00
Sandstorm Cleaning	\$6,375.48

PACKAGE 6 - Project Heart - City

Supplier	Price
Sandstorm Cleaning	\$14,091.00
Alliance Maintenance	No Bid

PACKAGE 7 - Park Restrooms (Whittenburg, Strickland, Airport, Sanborn, Babcock) - City

Supplier	Price
Sandstorm Cleaning	\$21,960.00
Alliance Maintenance	No Bid

CONTRACT
BID #: 24-2024
City Wide Janitorial Services

THIS AGREEMENT is made and entered into by and between the CITY OF STILLWATER, a municipal corporation, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

_____ (the "Contractor").

WHEREAS, Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **Bid #:24-2024** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Contractor, in response to said Invitation for Bid, has submitted to Stillwater in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, Stillwater, in the manner provided by law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this agreement to said Contractor for the prices set forth on the bid form; and

NOW THEREFORE, for and in consideration of the following, Stillwater and Contractor hereby agree to the following terms and conditions:

1. **Contract Documents.** Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to complete said work in strict accordance with this Agreement and the following contract documents:

Complete Bid Packet for **Bid # 24-2024**; Performance Bond; Certificate of Insurance;

all of which documents are filed in the office of the City Clerk, City of Stillwater, Oklahoma, and are made a part of this Agreement as fully as if the same were herein set out at length.

2. **Term.** Contractor shall provide services for the fiscal year July 1, 2024, through June 30, 2025. The parties shall have the option to extend this contract for three (3) successive one-year terms by agreement of the parties. Each extension period requires a written extension agreement signed by the parties

3. **Compensation.** Stillwater agrees to pay Contractor the bid amount submitted in response to the Invitation for Bid. Payments will be made to the contractor based upon actual work completed, and invoices for payment submitted and approved by the City of Stillwater.
4. **Termination.** This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach (s) specified in the notice. In the event termination is for the convenience of Stillwater, payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by Stillwater.
5. **Insurance.** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The City of Stillwater 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 Contractor from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.
6. **No Indemnification by Stillwater.** Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.
7. **General Liability.** Contractor shall hold Stillwater harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
8. **No Confidentiality.** Contractor understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Engineer pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
9. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the

Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.

10. **Equal Employment Opportunity.** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
11. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
12. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.
13. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
14. **Entire Agreement / No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Contractor shall not be entitled to any claim for extras of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year written below.

Approved and accepted this ____ day of _____ 2024.

CONTRACTOR _____

Name:

Title:

Approved and accepted this ____ day of _____ 2024.

CITY OF STILLWATER,
a municipal corporation

William H. Joyce, Mayor

(SEAL)

ATTEST:

Teresa Kadavy, Secretary

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

Kimberly Carnley, City Attorney

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 17, 2024



Agenda Item:	3.c. CC-24-81
Previous/Related Action:	None
Background/Issue:	C6, LLC owns the properties described as Lots 24-27 of Childress Industrial Park addressed as 301 and 303 E Thomas Ave, 3003, 3005, 3007, 3009, 3011, 3013, 0317, & 3019 N Park Dr. The lots have recently been developed, requiring a drainage easement. The easement runs along the east property line of the subject properties to drainage detention located in the southeast corner of Lot 24. • The drainage easement consists of 9,298 sq ft or 0.21 acres of land of Lots 24-27 of Childress Industrial Park.
Proposal/Solution:	Staff recommends acceptance of the dedicated easements.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the easement dedication and authorize the Mayor to execute the documents.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Dedication of Drainage Easement Signed by Owner
2. Childress Industrial Park Final Plat

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, C6, LLC, a Limited Liability Company, (hereinafter "Property Owner") certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Lots 24-28 of Childress Industrial Park, an addition to the city of Stillwater, according to the recorded plat thereof.

Said tract contains approximately 1.15 acres, more or less, and is subject to all recorded easements.

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 it, its 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, a Drainage Easement through, over, under, and across the portions of the above-described property, along with the right of ingress and egress to and from same, for the purpose of surveying, excavating, laying, constructing, operating, repairing, relaying and maintaining any necessary drainage facility together with all necessary and convenient appurtenances on the premises (hereinafter "Drainage Facility"), and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said Drainage Facility and affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the above-stated purposes.

Said Drainage Easement is described as:

A drainage easement located in Lots 24-27 of Childress Industrial Park, an addition to the city of Stillwater, according to the recorded plat thereof, being more particularly described as follows:

Commencing at the southwest corner of Lot 24 of Childress Industrial Park, an addition to the City of Stillwater; a distance of 81.60 feet, on a bearing of N89°14'45"E, along the south line of said Lot 24, to the Point of Beginning; Thence, N00°45'15"W, a distance of 20.00 feet; Thence, N89°14'45"E, a distance of 20.00 feet; Thence, N00°45'15"W, a distance of 87.14 feet; Thence, N89°14'45"E, a distance of 53.85 feet; Thence, N00°45'15"W, a distance of 162.04 feet; Thence, N89°14'45"E, a distance of 10.00 feet; Thence, S00°45'15"E, a distance of 162.04 feet; Thence, N89°14'45"E, a distance of 11.14 feet; Thence, S00°45'15"E, a distance of 97.04 feet; Thence, S89°14'32"W, a distance of 75.00 feet; Thence, S00°45'15"E, a distance of 10.09 feet, to a point on the south line of said Lot 24; Thence, S89°14'45"W along said south line of Lot 24, a distance of 20.00 feet, to the Point of Beginning.

The easement contains 9,298 square feet or 0.21 acres, more or less, and is subject to all recorded easements and rights of way thereof.

Said Drainage Easement will remain open at all times and will be maintained by the Property Owner, its successors or assigns in a safe and sanitary condition, free of debris, silt, and any substance which would result in unsanitary conditions or obstruct the flow of water. The City of Stillwater shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the Property Owner to alleviate any undesirable conditions which may occur. The City of Stillwater will not be responsible for the maintenance or operation of said Drainage Easement or for any damage to private property or person that results from conditions in the Drainage Easement, or for the control of erosion.

At no time shall the Property Owner commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, fence, structure or obstruction shall be located or constructed on said Drainage Easement by the Property Owner, its successors or assigns, nor shall the natural flow of storm water run-off be impeded or obstructed, nor shall the Property Owner allow said Drainage Easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said Drainage Easement at any and all times.

In the event Property Owner does not properly maintain or repair the Easement in accordance with the City of Stillwater ordinances and regulations, the City of Stillwater has the right, but not the obligation, to enter upon the Drainage Easement at any point, or points, to investigate, survey or to erect, construct, maintain and/or repair any Drainage Facility, conduct repairs or supervise the work of others deemed necessary, as solely determined by the City of Stillwater, for drainage purposes after providing ten (10) days written notice to the Property Owner and the failure of the Property Owner to undertake such required repairs and/or maintenance and diligent completion of such repairs and/or maintenance.

It is understood that in the event it becomes necessary for the City of Stillwater to consider channelizing or erecting any type of Drainage Facility in order to improve the storm drainage, then in such event, the City of Stillwater shall have the right, but not the obligation, to enter upon the Drainage Easement at any point, or points, with all rights of ingress and egress to investigate, survey, or to erect, construct and maintain any Drainage Facility deemed necessary for drainage purposes.

The Property Owner shall be liable to the City of Stillwater for any costs the City of Stillwater incurs as a result of any maintenance or repairs implemented by the City of Stillwater. The City of Stillwater shall not be held liable for any damages of any nature resulting from the occurrence of erosion or other natural phenomena, the failure of any structure or structures within the Drainage Easement, or the flow of water along, into or out of any detention area, and the Owner hereby agrees to defend, indemnify and hold harmless the City of Stillwater from any such damages and injuries.

Except as herein granted, the Property Owner shall continue to have the full use and enjoyment of the properties herein described for appropriate purposes.

C6, LLC

 CLAYTON PAYNE
_____, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

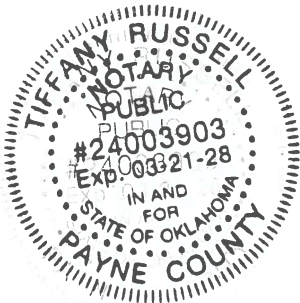
Before me, a Notary Public in and for said County and State on this 5th day of June, 2021, personally appeared Clayton Payne (include legal title information), to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed and as the free and voluntary act and deed of such corporation/partnership/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: 03-21-28
My Commission Number: #24003903



(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20█ , 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 drainage 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 H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

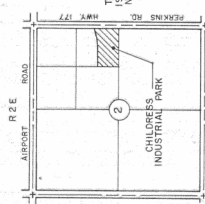
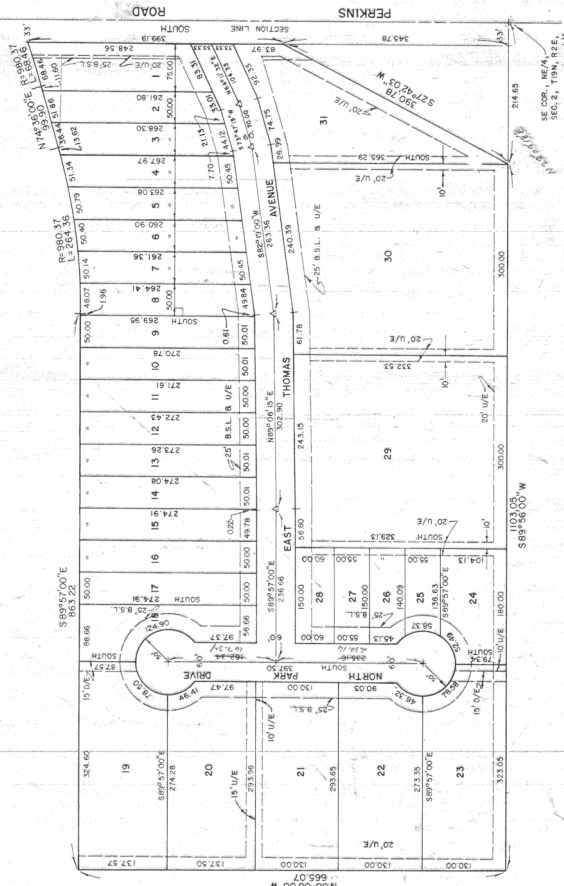
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

CHILDRESS INDUSTRIAL PARK

A PART OF THE SE 1/4, NE 1/4 OF SECTION 2,
T.19N., R.2E., I.M.

CITY OF STILLWATER
PAYNE COUNTY, OKLAHOMA

FINAL PLAT



LOCATION MAP

PREPARED BY:
ROGER COSE, JR.
REGISTERED PROFESSIONAL ENGINEER
STILLWATER, OK 74076
(405) 743-4807

OWNER'S CERTIFICATE AND DEDICATION STATE OF OKLAHOMA } COUNTY OF PAYNE }

Know all men by these presents, that W.L. Childress, Inc. hereby certifies that it is the owner of and has all right, title and interest in and to a tract of land in the SE 1/4, NE 1/4, of the T.19N., R.2E., I.M., Payne County, Oklahoma, and more particularly describes as follows:

Starting at the Southeast Corner of said NE 1/4, Thence, S89°56'56\"/>

The owner certifies that he has caused said tract of land to be surveyed and has caused the attached plat to be made showing accurate dimensions of blocks, lots, set back lines, easements, and dedications, and has caused the same to be recorded in the public records of the State of Oklahoma, and hereby dedicates to public use all rights-of-way within the CHILDRESS INDUSTRIAL PARK, and agrees for installation and maintenance of utilities all easements and dedications shown on the attached plat and for the same as shown on said plat. (Verbatim)

Subscribed this 14th day of November, 1984
W.L. Childress, Inc.
President
ATTEST: *[Signature]*
Secretary

STATE OF OKLAHOMA } COUNTY OF PAYNE }

Before me, the undersigned, a Notary Public in and for the State of Oklahoma, on this 14th day of November, 1984, personally appeared *[Signature]*, known to me to be the legal representative of the owner of the above described tract of land, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

Witness my hand and seal the day and year last above written.
My Commission Expires: 1-15-86
[Signature]
Notary Public

MORTGAGE RELEASE STATE OF OKLAHOMA } COUNTY OF PAYNE }

In consideration of the property shown on the annexed map, and other good and valuable consideration, the undersigned, a Notary Public in and for the State of Oklahoma, and Trust Company, hereby releases, relinquishes and forever discharges a certain mortgage recorded in Book 113-26, Page 14, of the public records of the State of Oklahoma, as the same covers all property dedicated or granted for streets, alleys, paths, boulevards, easements or other public uses, as shown on said map.

Subscribed this 14th day of November, 1984
[Signature]
Officer

STATE OF OKLAHOMA } COUNTY OF PAYNE }

Before me, the undersigned, a Notary Public in and for the State of Oklahoma, on this 14th day of November, 1984, personally appeared *[Signature]*, known to me to be the legal representative of the owner of the above described tract of land, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and seal the day and year last above written.
My Commission Expires: 1-15-86
[Signature]
Notary Public

SURVEYOR'S CERTIFICATE STATE OF OKLAHOMA } COUNTY OF PAYNE }

I, JIMMIE W. JAMESON, a Registered Land Surveyor, do hereby certify that at the request of the owner mentioned herein, I made the described and surveyed land shown on the attached plat a correct representation of the said tract as surveyed and subdivided by me.

Witness my hand and seal this 15th day of November, 1984
[Signature]
JIMMIE W. JAMESON, Registered Land Surveyor, OK NO. 928

STATE OF OKLAHOMA } COUNTY OF PAYNE }

Before me, the undersigned, a Notary Public in and for the State of Oklahoma, on this 15th day of November, 1984, personally appeared JIMMIE W. JAMESON, known to me to be the legal representative of the owner of the above described tract of land, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

Witness my hand and seal the day and year last above written.
My Commission Expires: 1-15-86
[Signature]
Notary Public

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected, qualified, and acting County Treasurer of Payne County, State of Oklahoma, and that the tax record of the above described tract of land is shown on the attached plat, and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of current years taxes.

In witness whereof, said Treasurer has caused this instrument to be executed at Stillwater, Oklahoma, on this 15th day of November, 1984.
[Signature]
County Treasurer

PLANNING COMMISSION APPROVAL

I, the undersigned, Chairman of the City Planning Commission of the City of Stillwater, County of Payne, State of Oklahoma, hereby certify that said commission duly approved the above plat of CHILDRESS INDUSTRIAL PARK in a meeting on the 14th day of November, 1984.

[Signature]
Chairman

ACCEPTANCE OF DEDICATION, CITY OF STILLWATER

BE IT RESOLVED by the Board of Commissioners of the CITY OF STILLWATER that the dedications shown on the attached plat of CHILDRESS INDUSTRIAL PARK are hereby accepted.

Adopted by the Board of Commissioners of the City of Stillwater, this 14th day of November, 1984
Mayer
Attest: *[Signature]*
City Clerk



156 FREELANCE, DRAFTING 11/12/84
SURVEYOR'S NOTARY
CITY CLERK
COUNTY TREASURER
CORPORATE SEAL

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 17, 2024



Agenda Item:	3.d. CC-24-82
Previous/Related Action:	
Background/Issue:	Lucas Grounds with State Farm Insurance has donated \$1,100.00 to be used for community risk reduction and public education.
Proposal/Solution:	The Stillwater Fire Department has been gifted with a donation in the amount of \$1,100.00 to purchase a never leave your child alone table tripod display. The tripod display has built in thermometers that show the actual temperature inside parked cars versus outdoor temperatures.
Financial Source/Impact:	The money will be used to help purchase materials to educate families about the dangers of leaving children inside vehicles during the spring and summer months.
Related Strategic Priority:	#3 SAFE COMMUNITY #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Approve a budget amendment to accept the donation amount of \$1,100.00 to be used to help purchase the never leave your child alone table tripod display.
Prepared By:	Terry Essary, Fire Chief
Reviewed By:	Terry Essary Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Fire Donation BAs

Date: 04/18/2024

Department:

Explanation:

Fire

Requested by: Terry Essary

Expenditure:

Appropriate funds for a "Hot Car Sign" funded by a donation.

[illegible]

Decrease:

Increase:

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

Reviewed by Department Manager:

Reviewed by Finance:

Approved by CMO:

Approved by City Council:

Processed by Finance:

Set ID:

--Print on Yellow Paper--

\$1,100

Date:

Date:

Date: _____

Date: _____

Date:

Date Sent to S&I:

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 17, 2024



Agenda Item:	3.e. CC-24-83
Previous/Related Action:	
Background/Issue:	The library received \$1,423.34 in non-Trust donations, including \$1331.04 for Children's Services projects from the Ross Stores Foundation and \$92.30 from Stillwater Frontier Rotary for designated book projects.
Proposal/Solution:	Approval of the attached budget amendments will allow the use of the donations for patron and staff-directed projects.
Financial Source/Impact:	The budget amendments reflect an increase to the donation revenue account by \$1,423.34 and a corresponding increase to projects in the donation expenditure account.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and appropriation of \$1,423.34 in donations to the Stillwater Public Library.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

1. BA.library.donations.cc6.17.24 signed



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: 06/07/2024

Department: Library

Requested by: Stacy Delano, library director

Explanation:

Donation REVENUE
The library received \$1423.34 in donations for Children's Services projects, including \$1331.04 from the Ross Stores Foundation.

The library received \$92.30 in donations designated for specific book projects from Stillwater Frontier Rotary for honor books.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
FOL Children/Donations	1015510 - 48701	20LB04101	\$ 9,090	\$ 1,331	\$ 10,421
Designated Donat/Donations	1015510 - 48701	21LB07101	\$ 3,798	\$ 92	\$ 3,890
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 1,423

Reviewed by Department Manager:

Date: 06/07/2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

Date:

☐ Yes

☐ No

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

--Print on Yellow Paper--



Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449
Office: 405.372.0025
Web: stillwater.org

Date: 06/07/2024

Department: Library

Requested by: Stacy Delano, library director

Explanation:

Donation EXPENDITURES

The library received \$1423.34 in donations for Children's Services projects, including \$1331.04 from the Ross Stores Foundation.

The library received \$92.30 in donations designated for specific book projects from Stillwater Frontier Rotary for honor books.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
FOL Children/Donations	1015510 - 53041	20LB04101	\$ 13,821	\$ 1,331	\$ 15,152
Designated Donat/Donations	1015510 - 53041	21LB07101	\$ 10,470	\$ 92	\$ 10,562
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 1,423

Reviewed by Department Manager:

Date: 06/07/2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes

☐ No

Date:

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

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REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 17, 2024



Agenda Item:	3.f. CC-24-84
Previous/Related Action:	The original grant funds were approved on 10/16/2023 (Item 2023-514) with sole source authorization.
Background/Issue:	The Oklahoma Department of Libraries (ODL) amended a grant to the library by adding \$35,000 for the purchase of downloadable material for the Oklahoma Virtual Library (OKVL) Consortium.
Proposal/Solution:	Use the \$35,000 in additional grant funds to purchase downloadable materials from Overdrive for use on the Overdrive-powered OKVL platform.
Financial Source/Impact:	The budget amendments reflect an increase to the federal grant revenue account by \$35,000 and a corresponding increase to the grants expenditure account.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and appropriation of \$35,000 in a federal grant from the Oklahoma Department of Libraries to the Stillwater Public Library.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

1. BA.library.eMediagrant.cc6.17.24 signed
2. Library eMedia grant amendment June 2024
3. Library eMedia grant contract Sept 2023



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: 06/07/2024

Department: Library

Requested by: Stacy Delano, library director

Explanation:

Donation REVENUE
The library received \$35,000 in additional funding from the Oklahoma Department of Libraries in an amendment to the Sept. 2023 eMedia grant for the purchase of downloadable material for the Oklahoma Library Virtual Library.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Library Adminstr / Federal Grnt Rev	1015510 - 43100	24LB02101	\$ 50,000	\$ 35,000	\$ 85,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 35,000

Reviewed by Department Manager:

Date: 06/07/2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

Date:

☐ Yes

☐ No

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

--Print on Yellow Paper--



Budget Amendment Request

For Budget Year 2024

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449
Office: 405.372.0025
Web: stillwater.org

Date: 06/07/2024

Department: Library

Requested by: Stacy Delano, library director

Explanation:

Donation EXPENDITURE
The library received \$35,000 in additional funding from the Oklahoma Department of Libraries in an amendment to the Sept. 2023 eMedia grant for the purchase of downloadable material for the Oklahoma Library Virtual Library.

Increase:

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Library Adminstr / Grant Expend	1015510 - 53045	24LB02101	\$ 50,000	\$ 35,000	\$ 85,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 35,000

Reviewed by Department Manager:

Date: 06/07/2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes

☐ No

Date:

Processed by Finance:

Date:

Set ID: Date Sent to SA&I:

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CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF STILLWATER/STILLWATER PUBLIC LIBRARY

The following amendment is added to contract F-24-93 between the Oklahoma Department of Libraries (Department) and the City of Stillwater/Stillwater Public Library (Contractor).

1. The Department will pay an additional **Thirty Thousand Dollars (\$30,000)** to the Contractor to order additional e-media resources as agreed upon among the members of the Oklahoma Virtual Library Consortium, with the Contractor acting as their agent.

All requirements and restrictions described in the original contract apply to this contract amendment.

SIGNATURES

On behalf of the Contractor

Stacy DeLano, Director

Typed name and title of signor



Signature

6-4-24

Date

On behalf of the Department

Natalie Currie, Director

Signature

Date

Kimberly Meek, City Manager

Typed name and title of signor



Signature

6-24-2024

Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES

Assurances: Fund 40000 is encumbered for this Contract

Financial Mgr: _____ Date: _____

CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND STILLWATER PUBLIC LIBRARY

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and Stillwater Public Library, (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on December 15, 2024.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Purchase e-book, audiobook materials or digital magazines as agreed upon among members of the Oklahoma Virtual Library Consortium, the Contractor acting as their agent.
- b. Survey Consortium member libraries for their evaluation of the content purchased and user value within their community
- c. Survey the public regarding their evaluation of user value.
- d. Agree to and sign the *LSTA Terms and Conditions Agreement*.
- e. Publicize receipt of LSTA grant and project activities in at least three formats (newspaper, social media, website, presenter, etc.) to reach a minimum of 500 community members.
- f. The Institute of Museum and Library Services (IMLS) and ODL must be referenced in all publicity.
- g. Collect required statistics and maintain copies of all related print information.
- h. Expend funds by September 30, 2024.
- i. Submit the Final Report to the Department by November 15, 2024. The report will include a Narrative, Expenditure Report, and Programs and Statistics Report.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payment to the Contractor upon receipt of notarized claim form.
- c. Review and approve the Final Report.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **Fifty Thousand Dollars (\$50,000)** to provide EMedia resources.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. Any deviations from the approved budget must be approved by the Department.
- b. Payment will be made via electronic deposit within 30 days of receipt of the notarized claim form.
- c. The Contractor assures that expenditures under this Contract will be included in its next regular audit.

VI. GENERAL PROVISIONS

a. Notices

Any notices to be given herein are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries
Attn: Tara McCleod
200 NE 18 Street
Oklahoma City, OK 73105-3205

As to the Contractor:

Stillwater Public Library
Attn: Stacy Delano
1107 S. Duck
Stillwater, OK 74074

b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Understanding of Terms

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Terms and Conditions Agreement* and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of five (5) years from the ending date of this Contract. Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma City, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIRMENTS

- a. The Contractor may not subcontract or assign any duties herein without the express written consent of the Department.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred."

- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by giving written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.
- d. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- e. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- f. The Contractor will comply with regulations under the Open Meetings Act and the Open Records Act.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of five pages, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

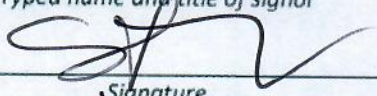
Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor

Stacy DeLano, Director

Typed name and title of signor


Signature
9/21/23

Date

On behalf of the Department

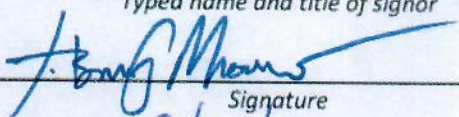
Natalie Currie, Director

Natalie Currie

Signature
Sep 21, 2023

Date

Brady Moore, Interim City Manager

Typed name and title of signor


Signature
9/21/23

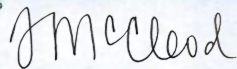
Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES
Assurances: Fund 40000 is encumbered for this Contract

Federal Programs

Officer/Bus

Manager:



Date: Sep 21, 2023

Stillwater Sept. eMedia Contract

Final Audit Report

2023-09-21

Created:	2023-09-21
By:	Kelly Adams (kelly.adams@libraries.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATCaKGrM2pxbEdkZ7wKAzNrCwu_yHI2C

"Stillwater Sept. eMedia Contract" History

-  Document created by Kelly Adams (kelly.adams@libraries.ok.gov)
2023-09-21 - 5:43:21 PM GMT
-  Document emailed to Tara McCleod (tara.mccleod@libraries.ok.gov) for signature
2023-09-21 - 5:44:10 PM GMT
-  Email viewed by Tara McCleod (tara.mccleod@libraries.ok.gov)
2023-09-21 - 5:45:35 PM GMT
-  Document e-signed by Tara McCleod (tara.mccleod@libraries.ok.gov)
Signature Date: 2023-09-21 - 5:45:45 PM GMT - Time Source: server
-  Document emailed to Natalie Currie (natalie.currie@libraries.ok.gov) for signature
2023-09-21 - 5:45:46 PM GMT
-  Email viewed by Natalie Currie (natalie.currie@libraries.ok.gov)
2023-09-21 - 6:35:58 PM GMT
-  Document e-signed by Natalie Currie (natalie.currie@libraries.ok.gov)
Signature Date: 2023-09-21 - 6:36:35 PM GMT - Time Source: server
-  Agreement completed.
2023-09-21 - 6:36:35 PM GMT

LEASE AGREEMENT

THIS AGREEMENT, is effective the ____ day of _____, 2024, by and between Oklahoma State University, party of the first part, hereinafter referred to as "OSU" or "Lessor", and the City of Stillwater, Oklahoma, a municipal corporation, party of the second part, hereinafter referred to as "City" or "Lessee."

WITNESSETH:

That for and in consideration of the covenants and agreements herein contained, and the rental payment to be made, as herein provided, Oklahoma State University hereby grants, leases and rents to the City for a term of one (1) year, beginning July 1, 2024, and ending June 30, 2025, the following described real property located in Payne County, State of Oklahoma, to wit:

The North Half (N/2) of the Southwest Quarter (SW/4) of Section Seven (7), Township Eighteen (18) North, Range Two (2) East, Payne County, State of Oklahoma,

and

The South Half (S/2) and the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, State of Oklahoma, less and except a portion of said Northwest Quarter (NW/4) of Section Twelve (12) described as follows: Beginning at the Northwest Corner of the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, Oklahoma;

Thence east along the North side of said Northwest Quarter (NW/4) of Section Twelve (12) a distance of 830 feet; thence South along a line parallel to the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) a distance of 1340 feet; thence southwesterly to a point on the West line of the Northwest Quarter (NW/4) of said Section Twelve (12), 1460 feet south of the Northwest Corner thereof; thence north along the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) to the point of beginning.

and the Lessee agrees to pay to the Lessor, as rental for said land, the sum of Eighteen Dollars (\$18.00) per acre per year on the basis of 505 acres, more or less, as described above, in the total amount of Nine Thousand Nine Dollars (\$9,090.00), said rent to be due and payable in advance upon the execution of this Lease.

1. The Lessor understands that the Lessee will sublease the property to a third-party for use as a motorcycle and all-terrain vehicle ("ATV") recreational area, and that certain alterations of the surface of the ground and trees may be necessary to provide trails for the

motorcycle and ATV riders and also for parking and picnic areas. Lessee agrees, however, to take all reasonable steps necessary to prevent said alterations of the surface and the use of said property from causing any permanent damage to the Leased Premises through erosion or other kinds of waste.

2. The Leased Premises has perimeter fencing and the City agrees to require its sub-lessee to maintain the fence during the term of this Lease at no cost to OSU. Any necessary road crossing or gate shall be paid for and installed by the City, or its sub-lessee if so required by City. Improvements classified as fixtures under the laws of Oklahoma shall remain with the Leased Premises and become the property of OSU upon the termination of this Lease.
3. Representatives of the Lessor shall have the right to enter upon the Leased Premises to determine if unusual damage is taking place and proper management practices are being used in caring for the land and timber. It is realized that there will be some damage to the grass and surface of the land by the motorcycle and ATV recreation programs but if the Lessor, through its authorized representatives, determines that unusual wear, tear or damage to the Leased Premises is occurring, Lessor shall have the right to cancel the Lease upon thirty (30) days' written notice and, in such event, the Lessee shall be entitled to a pro rata refund of the rent paid hereunder.
4. The Lessor reserves the right to grant to third parties the right to enter upon the Leased Premises for conducting geophysical and geological surveys and for the drilling and operation of oil and gas wells. OSU retains the right to any surface or crop damages that might be incurred from any oil and gas operations.
5. No hunting, farming, or grazing rights shall accrue to the City by virtue of this Lease.
6. The City shall be permitted to sublease the Leased Premises with written approval by OSU, which approval shall not be unreasonably withheld.
7. City will require its sub-lessee to carry all necessary and appropriate insurance policies and will require such insurance policies to name Lessor as an additional insured.
8. In the event a fire occurs on the Leased Premises, any charges made by the Stillwater Fire Department shall be borne by the Lessee, unless such fire is the result of actions by OSU.
9. The Leased Premises shall be used only for motorcycle and ATV recreation. No overnight camping shall be allowed except during events sponsored by City's sub-lessee.
10. Lessor shall have the right to cancel this Lease during its term as to any portion of the Leased Premises not to exceed forty (40) acres. In the event Lessor intends to exercise this right, it shall give Lessee fifteen (15) days' written notice thereof containing a general description of the portion of the Leased Premises to be so withdrawn and Lessor shall, within a reasonable time thereafter, fence off the area so withdrawn and refund to Lessee the pro rata portion of the rent previously paid hereunder.

11. It is understood and agreed that this Lease shall automatically expire on June 30, 2025, and it may not be extended or renewed without the execution of a new lease.

12. This Lease shall be binding on the parties hereto, their successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED THAT, upon Lessee's failure to pay the rental or any part thereof or failure to otherwise comply in full with the terms, conditions or covenants of this Lease, the Lessor may declare this Lease at an end and reenter and take possession of said Leased Premises and retain all rental paid hereunder as damages for the breach thereof.

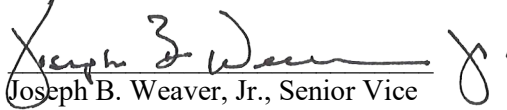
Dated: _____

**City of Stillwater, Oklahoma,
Lessee**

By: _____
William H. Joyce
Mayor

Dated: 6/13/2024

**Oklahoma State University
Lessor**

By: 
Joseph B. Weaver, Jr., Senior Vice
President for Administration and Finance

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 17, 2024



Agenda Item:	6.a. CC-24-85
Previous/Related Action:	
Background/Issue:	• City Council, City Management, City staff, and citizens of Stillwater desire energy saving projects to be implemented in Stillwater to reduce tax payer dollars spent on high energy costs, in addition to completing needed maintenance and improvements on city facilities and infrastructure. • Projects for energy savings and maintenance were identified during an energy audit that was performed in 2022 & 2023.
Proposal/Solution:	• At the August 21, 2023 City Council meeting, City Management shared an alternative internal approach to addressing maintenance and improvement projects in the city that would generate energy savings. City Council asked City Management to bring back an implementation plan and funding sources for energy saving projects that could be managed by city staff. • At the October 2, 2023 City Council meeting, City Management shared an implementation plan for projects that included LED light conversions, more energy efficient HVAC components, and other energy saving projects. Funding for the proposed projects was identified in the City Capital Fund and the SUA Electric Rate Stabilization Fund. • In the past seven months, City staff has focused on implementing many projects throughout Stillwater that reduce energy consumption and address needed improvements to city facilities and infrastructure. The attached Energy Saving Projects newsletter demonstrates the City's commitment to implementing projects that reduce tax payer dollars spent on high energy costs.
Financial Source/Impact:	Energy Saving Projects are funded by City Council/Trustee approved budgets in the City Capital Fund and SUA Electric Rate Stabilization Fund.

Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Presentation only - no action to be taken on this item.
Prepared By:	Brady Moore, Deputy City Manager
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Energy Saving Projects - Spring-Summer 2024 Newsletter

ENERGY SAVING PROJECTS



COMPLETED PROJECTS

- Airport: Hangers 1, 2 and 3 work bays, Old OSU Flight Center, and Operations Office converted to LED lighting (71 total). Approximately 95% complete of airfield LED lighting conversion.
- Emergency Management: All basement lighting converted to LED, part of the COS Retrofit Program.
- Fire Department: LED light conversion at Fire Station #1 and Administration Office.
- Parks and Community: Replaced rooftop HVAC units with energy efficient systems at the Community Center and replaced old windows at the Senior Center.
- Waste Management: LED light conversion at the Waste Management facility and the Convenience Collection Center (256 total).

Did you know? At this time, 9,000+ Residential Smart AMI Electric Meters have been installed.



COUCH PARK BASEBALL AND SOFTBALL FIELDS

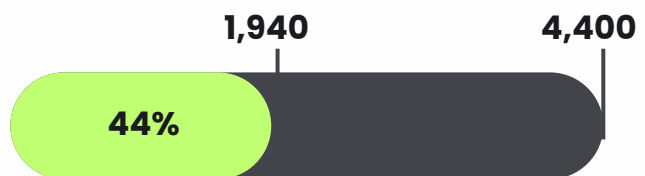
PARTNERSHIP TO BENEFIT MANY FOR YEARS TO COME

The City partnered with Stillwater Public Schools on a complete conversion from high energy bulbs to low energy LED lighting and fixtures within and around the baseball and softball complex. The total project cost was \$395,000, with the City contributing \$155,000 of local funds and \$20,000 through a GRDA grant, and SPS picking up the remainder.



LED STREET LIGHT CONVERSION

Stillwater Electric Utility is in the process of installing LED street light fixtures. They started on 6th Street, moved east to west, and then to Perkins Road, from north to south. The main corridors are complete and they are addressing other heavily traveled roadways before moving into individual neighborhoods. The LED street light installation project, approximately 4,400 fixtures, is expected to take two years to complete.



ENERGY EFFICIENCY LIGHTING RETROFIT PROGRAM 2023

The City of Stillwater applied and was awarded the 2023 Oklahoma Energy Efficiency Lighting Retrofit Program through State Energy Office in effort to advance a clean energy economy. The amount awarded was \$122,209.75. This covered the estimate from the City's Building Maintenance Manager to retrofit 1,217 fixtures and 3,639 florescent bulbs for conversion to LED bulbs and removal of existing ballasts. All of the bulbs and ballasts will be recycled and disposed of in compliance with regulations. This project did not include wall sconces and canned light fixtures.

RESOLUTION NO. CC-2024-17

**A RESOLUTION OF THE STILLWATER CITY COUNCIL ADOPTING
AN OPERATING BUDGET FOR THE FISCAL YEAR 2024-25.**

WHEREAS, the Oklahoma Municipal Budget Act, 11 O.S. § 17-201 *et. seq.* establishes procedures for adopting an annual municipal budget; and

WHEREAS, the requirements of said statutes have been met; and

WHEREAS, agreement has been reached relative to the estimated revenues, and necessary appropriations for the various accounts within various funds for the 2024-25 fiscal year; and

WHEREAS, such appropriations must be approved by resolution.

NOW, THEREFORE BE IT RESOLVED BY THE STILLWATER CITY COUNCIL:

Section 1. That the 2024-25 fiscal year operating budget be adopted in the amounts reflected in this resolution's Attachment A which lists expenditures by department and classifications as required by 11 O.S. § 17-213.

Section 2. That the resolution and a copy of the adopted budget be transmitted to the Oklahoma State Auditor and Inspector and one copy be transmitted to the Clerk of this municipality.

Section 3. That sinking fund requirements be filed with the Payne County Excise Board.

PASSED, APPROVED AND ADOPTED by the Stillwater City Council and SIGNED by the Mayor of the City of Stillwater, this 17th day of June, 2024.

CITY OF STILLWATER, OKLAHOMA

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY on this 17th day of June, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

City of Stillwater
Budget for Fiscal Year 2025
Stillwater, Oklahoma

	General Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Visitor Tax Fund	Rural Fire Fund	Grants Fund	Opioid Settlement Fund	CDBG Grants Fund	Home Buyer's Assistance Fund	Special Ops Team Fund	Stormwater Mgmt Fund	Transportation Fee Fund	Park Donations Fund	Transportation Sales Tax Fund	General Obligation Bond Fund	Merry Main Street	G.M.Koch Donation Fund	Bostick Gym Fund	Self Insurance Fund	Tax Increment District #3	Airport Fund	TOTAL
Resources and Transfers																							
Beginning Balance	\$0	\$11,464,428	\$198,665	\$3,266,325	\$309,560	\$418,702	\$2,346,072	\$197,279	(\$2,542)	\$693	\$905	\$258,824	\$384,229	\$0	\$14,084,057	\$195,351	\$454	\$51,339	\$494	\$1,968,930	\$49,856	\$768,293	\$35,961,914
Sales Tax	30,000,000														10,000,000								40,000,000
Use Tax	4,500,000																						4,500,000
Other Tax	2,202,000		1,046,000		1,600,000																1,795,000		6,643,000
Grants	50,000																						50,000
Fines and Forfeits	634,000																						634,000
Fees and Rental	437,000					141,000							126,000									3,449,000	4,153,000
Interest	680,000	127,000																					807,000
Licenses & Permits	319,000																						319,000
Other	409,000																			1,000,000		256,000	1,665,000
Stormwater Fees												936,000											936,000
Indirect Cost Reimbursement	2,060,621																						2,060,621
Transfers In	21,790,784								2,542	74,307										10,522,692		2,319,157	34,709,482
Total Resources and Transfers	63,082,405	11,591,428	1,244,665	3,266,325	1,909,560	559,702	2,346,072	197,279	0	75,000	905	1,194,824	510,229	0	24,084,057	195,351	454	51,339	494	13,491,622	1,844,856	6,792,450	132,439,017
Expenditures and Transfers																							
City Manager																							
Personal Services	932,578																						932,578
Materials & Supplies	3,000																						3,000
Other Services & Fees	40,400																						40,400
Capital																							0
Debt																							0
Communications																							0
Personal Services	333,679																						333,679
Materials & Supplies	5,000																						5,000
Other Services & Fees	200,000																						200,000
Capital																							0
Debt																							0
Information Technology																							0
Personal Services	1,086,246																						1,086,246
Materials & Supplies	43,400																						43,400
Other Services & Fees	957,600																						957,600
Capital																							0
Debt	197,854																						197,854
Human Resources																							0
Personal Services	430,411																			9,500,000			9,930,411
Materials & Supplies	9,400																						9,400
Other Services & Fees	126,600																			2,147,000			2,273,600
Capital																							0
Debt																							0
Finance																							0
Personal Services	983,241																						983,241
Materials & Supplies	23,500																						23,500
Other Services & Fees	168,300																						168,300
Capital																							0
Debt																							0
Municipal Court																							0
Personal Services	315,454																						315,454
Materials & Supplies	3,900																						3,900
Other Services & Fees	7,500																						7,500
Capital																							0
Debt																							0
Community Development																							0
Personal Services	1,197,837																						1,197,837
Materials & Supplies	20,750																						20,750
Other Services & Fees	94,250																						94,250
Capital																							0
Debt																							0
City Engineering																							0
Personal Services	736,269																						736,269
Materials & Supplies	29,850																						29,850
Other Services & Fees	153,150																						153,150
Capital																							0
Debt																							0
Public Works																							0
Personal Services	2,543,207																						2,543,207
Materials & Supplies	461,040																						461,040
Other Services & Fees	493,960																						493,960
Capital																							0
Debt																							0

City of Stillwater
Budget for Fiscal Year 2025
Stillwater, Oklahoma

	General Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Visitor Tax Fund	Rural Fire Fund	Grants Fund	Opioid Settlement Fund	CDBG Grants Fund	Home Buyer's Assistance Fund	Special Ops Team Fund	Stormwater Mgmt Fund	Transportation Fee Fund	Park Donations Fund	Transportation Sales Tax Fund	General Obligation Bond Fund	Merry Main Street	G.M.Koch Donation Fund	Bostick Gym Fund	Self Insurance Fund	Tax Increment District #3	Airport Fund	TOTAL
Community Resources																							0
Personal Services	733,050																						733,050
Materials & Supplies	90,284																						90,284
Other Services & Fees	918,783																						918,783
Capital																							0
Debt																							0
Police																							0
Personal Services	12,951,924																						12,951,924
Materials & Supplies	680,025																						680,025
Other Services & Fees	300,475																						300,475
Capital																							0
Debt																							0
Emergency Management																							0
Personal Services	331,060																						331,060
Materials & Supplies	27,850																						27,850
Other Services & Fees	86,150																						86,150
Capital																							0
Debt				1,355,000																			1,355,000
Fire																							0
Personal Services	8,077,974					10,145																	8,088,119
Materials & Supplies	206,550					59,500																	266,050
Other Services & Fees	283,450					25,500																	308,950
Capital																							0
Debt	325,475		858,700																				1,184,175
Library																							0
Personal Services	1,080,392																						1,080,392
Materials & Supplies	106,850																						106,850
Other Services & Fees	108,150																						108,150
Capital																							0
Debt																							0
Legal																							0
Personal Services	567,713																						567,713
Materials & Supplies	24,650																						24,650
Other Services & Fees	225,350																						225,350
Capital																							0
Debt																							0
General Government																							0
Personal Services	1,399,626																						1,399,626
Materials & Supplies	4,600																						4,600
Other Services & Fees	3,472,000									75,000										890,000	560,000		4,997,000
Capital																							0
Debt																							0
Stormwater																							0
Personal Services												124,306											124,306
Materials & Supplies												28,035											28,035
Other Services & Fees												133,770											133,770
Capital																							0
Debt																							0
Airport																							0
Personal Services																						1,356,439	1,356,439
Materials & Supplies																						3,171,530	3,171,530
Other Services & Fees																						690,170	690,170
Capital																							0
Debt																							0
Indirect Cost												26,805										227,846	254,651
Transfers Out	19,481,648		165,692		1,600,000							39,303									1,185,000	501,557	22,973,200
Total Expenditures and Transfers	63,082,405	0	1,024,392	1,355,000	1,600,000	95,145	0	0	0	75,000	0	352,219	0	0	0	0	0	0	0	12,537,000	1,745,000	5,947,542	87,813,703
Ending Balance	\$0	\$11,591,428	\$220,273	\$1,911,325	\$309,560	\$464,557	\$2,346,072	\$197,279	\$0	\$0	\$905	\$842,605	\$510,229	\$0	\$24,084,057	\$195,351	\$454	\$51,339	\$494	\$954,622	\$99,856	\$844,908	\$44,625,314
Restricted/Internally Designated	\$0	\$11,591,428	\$220,273	\$1,911,325	\$309,560	\$464,557	\$2,346,072	\$197,279	\$0	\$0	\$905	\$842,605	\$510,229	\$0	\$24,084,057	\$195,351	\$454	\$51,339	\$494	\$954,622	\$99,856	\$844,908	\$44,625,314
Unrestricted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$0	\$11,591,428	\$220,273	\$1,911,325	\$309,560	\$464,557	\$2,346,072	\$197,279	\$0	\$0	\$905	\$842,605	\$510,229	\$0	\$24,084,057	\$195,351	\$454	\$51,339	\$494	\$954,622	\$99,856	\$844,908	\$44,625,314

ORDINANCE NO. 3538

AN ORDINANCE REZONING A TRACTS OF LAND LOCATED AT 1205 SOUTH DUCK STREET FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL DISTRICT (RSS) TO TWO-FAMILY RESIDENTIAL DISTRICT (RT).

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

Parcel located at 1205 South Duck Street:

Sunny Side ADD Blk 2 Lot 7

be and the same is hereby rezoned from (RSS) Small Lot Single-Family Residential District to (RT) Two-Family Residential District.

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 06/03/2024
Second Reading: 06/17/2024