



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

JULY 1, 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 17, 2024 regular meeting minutes		
b.	Approval of FY24-25 Agreement with Account Management Resources, LLC for municipal collection services		Dana Mattox
c.	Accept the dedication of two electric easements at 1212 W 12th Ave, part of the Replat of Baymere plat.	CC-24-86	Jacquelyn Porter
d.	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, 3017, & 3019 N Park Dr.	CC-24-87	Jacquelyn Porter

e.	Encroachment Agreement and Release of Liability (EARL) for a new private sewer line to replace and move the existing private sewer for the property addressed as 1104 South Walnut Street to be located in the Right-of-Way of West 11th Avenue.	CC-24-88	Jacquelyn Porter
f.	Approve Extension of Lease Agreement with Tiny Paws Kitten Rescue to extend the lease term until Jan. 1, 2025	CC-24-89	Barbara Bliss
g.	Approve FY24-25 one year Sublease Agreement with Stillwater Trailriders, Inc. for property located at 6909 W. 56th St. for the purpose of operating a motorcycle and all-terrain vehicle ("ATV") recreational area	CC-24-90	Barbara Bliss
h.	Approve Amendment No. 1 to the Operations Agreement with Stillwater Area Sports Association to allow the use of Hamilton Field for youth football		Barbara Bliss
i.	Approve Air Service Guarantee Participation Agreement with OSU and associated budget amendment		Christy Cluck
j.	Approve award of Bid #27-2024 to MK Excavation, LLC in the amount of \$198,900 with the total project cost of \$228,735 including a 15% contingency for the Boomer Concrete Sundeck Demolition; approve associated budget amendment; and authorize the City Manager to sign related documents	CC-24-91	Chris Humes

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. 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-2024-19: A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024 OKLAHOMA STATE GRANT FOR AIRPORT IMPROVEMENT WITH FUNDS ADMINISTERED BY THE OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS (ODAA) FOR AIRPORT TERMINAL IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT AND APPROVING THE REQUIRED SPONSOR MATCH
b.	RESOLUTION NO. CC-2024-20: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZING FORECLOSURE OF PORTIONS OF EASEMENTS DEDICATED PURSUANT TO SEPARATE INSTRUMENTS LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE INDIAN BASE AND MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, AND GENERALLY LOCATED WEST OF EAST ROGERS DRIVE AND SOUTH OF MARIE DRIVE, IN STILLWATER, OKLAHOMA, AS SET FORTH IN THE CASE OF KMR DEVELOPMENT VS. THE CITY OF STILLWATER, ET AL, PAYNE COUNTY DISTRICT COURT CASE NUMBER: CJ-2024-282; AND AUTHORIZING THE MAYOR, THE CITY MANAGER, AND SPECIAL COUNSEL TO EXECUTE AND APPROVE ALL ORDERS AND TAKE ALL OTHER NECESSARY ACTIONS WITH REGARD TO THE ABOVE-REFERENCED CASE

7. Ordinances

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

First Read

a.	ORDINANCE NO. 3539: AN ORDINANCE AMENDING STILLWATER CITY CODE OF ORDINANCES BY AMENDING CHAPTER 31, MUNICIPAL COURT, ARTICLE I, IN GENERAL, BY ADDING SECTION 31-40, ASSESSMENT OF MUNICIPAL COURT TECHNOLOGY FEE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY
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8. Reports from Officers and Boards

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

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

9. Questions and Inquiries

10. Adjourn

On June 27, 2024 at 5:00 p.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.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JUNE 14, 2024 AT 11:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 17, 2024**

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

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. CONSENT DOCKET

- 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.
- 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.
- d. Approve donation to the Fire Department in the amount of \$1,100 for a "Hot Car Sign" and the 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
- 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.
- 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

Mayor Joyce stated that staff has requested that item c. be removed from the consent docket due to an error in the item.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE CONSENT DOCKET MINUS ITEM C.

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

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

Item c. will be brought back to the next meeting.

6. GENERAL ORDERS

a. Energy Saving Projects Update

Deputy City Manager Brady Moore reported that 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. Mr. Moore stated that 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 Energy Saving Projects demonstrate the City's commitment to implementing projects that reduce taxpayer dollars spent on high energy costs. Mr. Moore updated Council on the completed projects at the airport, Fire Department, Parks and Community Buildings and Waste Management. He discussed how the City partnered with Stillwater Public Schools for the conversion of LED lighting at the baseball and softball complex. He reported that Stillwater Electric Utility is in the process of installing LED street light fixtures. The LED street light installation project includes approximately 4,400 fixtures, and is expected to take two years to complete. He reported that the City applied for and was awarded the 2023 Oklahoma Energy Efficiency Lighting Retrofit Program in the amount of \$122,209.75. Mr. Moore answered Council's questions.

Councilor Hawkins asked if there was a way to quantify the savings on the City's utility costs over time after all these light replacements. Mr. Moore agreed that this would be a great item to add to the next report.

No action was taken on this item.

7. RESOLUTIONS

- a. Resolution No. CC-2024-17: A resolution of the Stillwater City Council adopting an operating budget for the Fiscal Year 2024-25.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2024-17 AS PRESENTED.

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

8. ORDINANCES

a. Second 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 ADOPT ORDINANCE NO. 3538 AS PRESENTED.

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

9. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Kimberly Meek 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.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin announced that there are many summer fun, learning events at the Stillwater Public Library, in addition to the summer reading program. June 18 is filled with many events. From 10 a.m. to 2 p.m., there will be a rendition of "Beauty and the Beast" marionettes performed by master puppeteer Richard B. Elsenpeter. Beginning at 6 p.m. there will be a presentation by Stillwater Animal Welfare called, "New Pet Adventures" where those considering adopting a new pet can obtain more information. On Thursday, June 20, there will be the Summer Cinema, with the first showing at 10 a.m. and a repeat at 2 p.m. Following the movie, will be the Sci-Fi Film Club meeting at 6 p.m.
 - Councilor Clark reminded residents that the Primary Election is June 18. He encouraged voters to get to know the candidates and vote for who they believe best meets the needs of their family and community. Depending on their location, the ballot will look a little different and may include the County Commissioner for seat 2.
 - Councilor Hawkins asked residents to please save the dates July 17 through the 21 for "Krazy Daze." This is Stillwater's annual, largest community-wide retail sales event. From Lakeview Pointe and Pioneer Square Shopping Centers to The Strip and Downtown Stillwater, there are many shops offering summer-time sales for all ages. Some stores feature sidewalk sales, while some will have sale racks located inside.
 - Councilor Hawkins also reminded residents to participate in "Summer On The Strip." Bring your family to Summer on the Strip on June 27, from 6 to 9 p.m. on Washington Street. There will be live music, a fun kid's zone, good food and much more, all while shopping on the strip.
 - Mayor Joyce announced that the City Offices will be closed on Wednesday, June 19, in observance of the federal holiday, Juneteenth. Please remember that trash and recycling will be picked up as usual. This past Saturday was the Juneteenth Picnic to celebrate freedom from slavery, which is a significant milestone in American culture. The event also served as a declaration of our commitment in Stillwater to equity and inclusivity for a unified community. A big thank you to Cristy Morrison with Visit Stillwater for her hard work and organizing the event, as a member of Stillwater Community United and in conjunction with the committee. Many thanks to all City staff from Police, Fire, Library, SEMA, Parks and Community, Communications, Public Works, and Electric; also Mt. Zion Baptist Church; Stillwater Medical Center; Visit Stillwater; Stillwater Frontier Rotary; Prairie Arts Center; Stillwater Noon Lions; and many other organizations who donated time and resources for this event.
- i. Discussion about scheduling items for future meetings.

10. QUESTIONS & INQUIRIES

None.

11. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE JUNE 17, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The June 17, 2024 regular meeting of the Stillwater City Council adjourned at 5:45 p.m.

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

**TERESA KADAVY
CITY CLERK**



This agreement made on the _____ day of _____ 2024, between ACCOUNT MANAGEMENT RESOURCES LLC. (AMR), hereinafter-called CONTRACTOR, and THE CITY OF STILLWATER, OK, hereinafter called CUSTOMER.

CUSTOMER and CONTRACTOR agree upon the following terms, conditions, and provisions:

1. CONTRACTOR shall comply with all local, state and federal laws when contacting or collecting accounts, and will use the principles of good business ethics on all matters not covered by law.
2. CONTRACTOR agrees to use professional collection practices at all times, including complete identification of the account representative, the company, and the CUSTOMER being made on every contact.
3. CONTRACTOR will acknowledge receipt of each assignment in writing within ten working days, identifying each individual account and the balance owing.
4. CONTRACTOR will net remit collections to CUSTOMER by the 5th of each month.
5. CUSTOMER agrees to pay CONTRACTOR the contingency fee listed below:

33% First Placement & Legal Accounts

6. CONTRACTOR shall notify CUSTOMER of its recommendations to initiate litigation through the CONTRACTOR'S attorneys. In the event of such litigation, the CUSTOMER will supply CONTRACTOR with an itemized statement, written assignment, and verification of the account.
7. CONTRACTOR agrees to advance all monies for initial court costs. Costs will be repaid out of first monies collected. Any monies recovered through litigation after repayment of principal will be retained by CONTRACTOR to offset the cost of litigation. CUSTOMER will only be billed for court costs if CUSTOMER requests cancellation of the account after initiation of litigation or requests litigation be dismissed. In the event a debtor files a Counterclaim to an action filed on behalf of CUSTOMER, CUSTOMER may either defend the action with their Attorney at their expense or retain CONTRACTOR'S Counsel for defense at a rate of \$200.00 per hour.

8. Either CUSTOMER or CONTRACTOR can terminate this agreement upon sending a 30-day written notice to the other party. Upon request, CONTRACTOR will cancel and return any individual accounts assigned to it. All accounts will be considered canceled on the 30th day of the month following expiration of the 30 day written notice. CONTRACTOR will retain, and CUSTOMER will continue to pay commissions, on any accounts for which AMR has legal action, liens, and claims with third party payors, have a bona fide promise of payment, or special consideration is given to the account. CONTRACTOR will not cancel any accounts back to the CUSTOMER if CUSTOMER has an outstanding balance owed to the CONTRACTOR.
9. CUSTOMER will not place an account, which has already been placed with CONTRACTOR, with another firm during the term of this contract unless it has been recalled by CUSTOMER or closed and returned by CONTRACTOR.
10. CUSTOMER agrees to notify CONTRACTOR of payments it receives on assigned accounts within 48 business hours (2 business days) of receipt of monies.
11. CUSTOMER authorizes CONTRACTOR to obtain legal counsel for representation, if necessary, on any accounts for which CONTRACTOR has filed a lien or probate claim. These accounts will be charged the legal rate as listed in section five (5) above.
12. CONTRACTOR will maintain general liability insurance with \$1,000,000 limit each occurrence, and \$2,000,000 general aggregate. CONTRACTOR will also maintain a crime policy with a limit of \$1,000,000 which covers all of CONTRACTOR'S employees for employee theft and employee theft of CUSTOMER property.
13. CONTRACTOR and CUSTOMER will indemnify and hold each other harmless from actions brought or claims made by debtor, which claims are a result of negligence or misconduct on the part of either party. In no event shall either party be liable for special, consequential or punitive damages in conjunction with the indemnification obligations herein undertaken.

CITY OF STILLWATER, OK
CUSTOMER

By: _____ Date: _____

Title: _____

ACCOUNT MANAGEMENT RESOURCES. LLC
CONTRACTOR

By:  _____

Date: 6/11/24

Title: Director of Sales

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 1, 2024



Agenda Item:	3.c. CC-24-86
Previous/Related Action:	None
Background/Issue:	• Baymere, LLC, owns the property addressed as 1212 West 12th Avenue. • Request acceptance of two Electric Easements that will allow access for the City of Stillwater to construct and maintain electric services to Lot 1 and Lot 3 of the Replat of Baymere Addition. • The dedicated electric easement located on the north portion of Lot 1 consists of 645.67 square feet (0.0148 acres). • The dedicated electric easement located on the north portion of Lot 3 consists of 262.50 square feet (0.0060 acres).
Proposal/Solution:	Staff recommends the acceptance of the dedication of Utility Easements for electricity.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the easement dedications and authorize the Mayor to execute the document.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Replat of Baymere Addition-Recorded
2. Lot 3 Electric Easement
3. Lot 1 Electric Easement

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RBG Properties, LLC, 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:

LOT THREE (3) REPLAT OF BAYMERE ADDITION, A PART OF THE SE/4 OF THE NE/4, SECTION 22, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

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 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 electric lines through, over, under, and across the portions of the above-described properties, insofar as said easement encumbers their respective properties for the purpose heretofore stated as follows:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF BAYMERE ADDITION A PART OF THE SE/4 OF THE NE/4, SECTION 22, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. THENCE NORTH 01°02'55" ALONG THE WEST LINE OF SAID LOT 1 FOR 402.00 FEET; THENCE NORTH 88°57'05" EAST 83.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°57'05" EAST FOR 17.50 FEET;
THENCE SOUTH 01°02'55" EAST FOR 15.00 FEET;
THENCE SOUTH 88°57'05" WEST FOR 17.50 FEET;
THENCE NORTH 01°02'55" WEST FOR 15.00 FEET, TO THE POINT OF BEGINNING.

SAID DESCRIBED STRIP OF LAND CONTAINS AN AREA OF 262.50 SQUARE FEET (0.0060 ACRES), MORE OR LESS.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain said utility(ies) through, over, under, and across said properties, together with all necessary and convenient appurtenances on the easement premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the easement premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utility(ies), 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 utility(ies).

Except as herein granted, the grantors shall continue to have the full use and enjoyment of their respective 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.

This Electric Easement is entered into and granted this ____ day of July 2024.

RBG Properties, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

By: _____
THOMAS HALL, Managing Member

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 2024 , personally appeared, Thomas Hall, Managing Member of RGB Properties, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Managing Member 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 the Limited Liability Company 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:
My Commission Number:
(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this _____ day of _____, 2024, 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 Grantors this delivered Electric 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 _____, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BAYMERE, LLC, AN OKLAHOMA LIMITED COMPANY, 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:

LOT ONE (1) REPLAT OF BAYMERE ADDITION, A PART OF THE SE/4 OF THE NE/4, SECTION 22, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

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 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 electric lines through, over, under, and across the portions of the above-described properties, insofar as said easement encumbers their respective properties for the purpose heretofore stated as follows:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF BAYMERE ADDITION A PART OF THE SE/4 OF THE NE/4, SECTION 22, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF. THENCE NORTH 01°02'55" WEST ALONG THE WEST LINE OF SAID LOT 1 FOR 163.00 FEET; THENCE NORTH 88°57'05" EAST FOR 20.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°57'05" EAST FOR 48.00 FEET;
THENCE SOUTH 01°02'55" EAST FOR 4.05 FEET;
THENCE SOUTH 48°21'02" WEST FOR 16.82 FEET;
THENCE SOUTH 88°57'05" WEST FOR 35.23 FEET;
THENCE NORTH 01°02'55" WEST FOR 15.00 FEET, TO THE POINT OF BEGINNING.

SAID DESCRIBED STRIP OF LAND CONTAINS AN AREA OF 645.67 SQUARE FEET (0.0148 ACRES), MORE OR LESS.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain said utility(ies) through, over, under, and across said properties, together with all necessary and convenient appurtenances on the easement premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the easement premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utility(ies), 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 utility(ies).

Except as herein granted, the grantors shall continue to have the full use and enjoyment of their respective 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.

This Electric Easement is entered into and granted this ____ day of July 2024.

Baymere, LLC
AN OKLAHOMA LIMITED LIABILITY COMPANY

By: _____
CHAD BAYER, MANAGING MEMBER

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 2024 , personally appeared, Chad Bayer, Managing Member of Baymere, LLC to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Managing Member 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 the Limited Liability Company 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:
My Commission Number:
(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this _____ day of _____, 2024, 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 Grantors this delivered Electric 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 _____, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 1, 2024



Agenda Item:	3.d. CC-24-87
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, 3017, & 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)

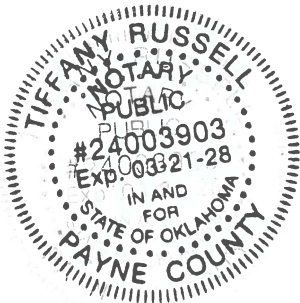
Before me, a Notary Public in and for said County and State on this 5th day of June, 20 , personally appeared Clayton Payne (include legal title information), to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she/they 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:

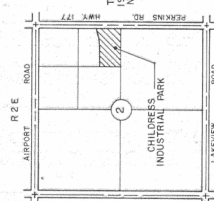
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

STATE OF OKLAHOMA)
COUNTY OF PAYNE)

FINAL PLAT



LOCATION MAP

PREPARED BY :
ROGER GOSE, PROFESSIONAL ENGINEER
P.O. BOX 237,
STILLWATER, OK 74076
(405) 743-4907

CHILDREN AND PAKK 0102

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 1, 2024



Agenda Item:	3.e. CC-24-88
Previous/Related Action:	None
Background/Issue:	The property owner, Jeffery R. Cagle, is replacing the existing private sewer in the West 11 th Avenue right-of-way. During the review, the prior location of the sewer line was requested to be moved to allow five feet between the private sewer line and the City's electric lines, which creates a new sewer line location in the right-of-way going to the existing tie-in to the sewer main located to the west of the subject property. The proposed line's point of beginning of the line is approximately five feet east of the west property line of 1104 South Walnut Street and projects 7' to the north to allow a five-foot separation from the electric pole and runs west for 85' to the existing tie-in at a 1/8" per foot slope.
Proposal/Solution:	This Encroachment Agreement and Release of Liability (EARL) is an agreement between the City of Stillwater and the current property owner of 1104 South Walnut Street to allow for a 4" PVC private sewer line to be located in the West 11 th Avenue Right-of-way to connect to the existing tie-in located to the west of the subject property.
Financial Source/Impact:	None
Related Strategic Priority:	#5 UNIQUE CULTURE #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Motion to approve the Encroachment Agreement and Release of Liability for 1104 South Walnut Street 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. Signed by Owner EARL 1104 S Walnut St
2. Exhibit A- Site Plan

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY
(Permission to Encroach)

This Encroachment Agreement and Release of Liability for an encroachment on a Right-of-Way is entered into by and between the City of Stillwater, an Oklahoma municipality (City), and Jeffery R. Cagle , (Owner).

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

The East Seventy (70) Feet of Lots One (1) and Two (2) in Block Five (5),
ARNOLD HEIGHTS ADDITION to the
City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat
thereof,
together with an easement over the South 5 feet of the West 70 feet of Lot Two (2)
for Utilities.

Also, known as 1104 South Walnut Street, Stillwater, OK.

Owner requests permission to construct and maintain a structure or other encroachment, namely a 4" PVC Sch 40 private sewer line upon a portion of the right-of-way described as:

**Point of beginning of line at approximately five feet east of the west property
line of 1104 S Walnut St and projects 7' to the north to allow a five-foot
separation from the electric pole and runs west for 85' to the existing tie-in at a
1/8" per foot slope as shown in Exhibit A.**

The City grants to Owner permission to construct and maintain the requested structure or encroachment on the above-described portion of right-of-way.

The Owner shall not construct or permit additional encroachments upon the 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 require Owner to remove all encroachments from the applicable right-of-way at any time in the event that the encroached upon 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 permit the requested encroachment upon the applicable 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 right-of-way.

In consideration of the City's agreement to permit the requested encroachment upon the applicable 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 right-of-way.

In consideration of the City's agreement to permit the requested encroachment upon the applicable 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 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.

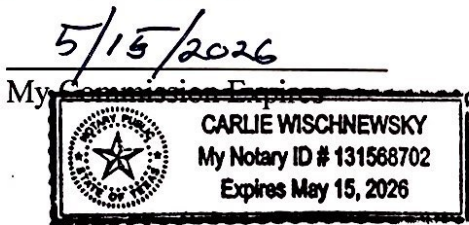
Jeffrey R. Gagle
Property Owner's Full Legal Name

Property Owner's Signature

Owner
Title/Office of Signatory

State of Texas)
) ss.
County of Denton)

On this 20th day of June, 2024 before me personally appeared Jeffrey R. Cagle, known to me to be the person named herein and who executed the foregoing **ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY**, and who acknowledged to me that he knowingly and voluntarily executed the same.



Carl W. Wischnewsky
Notary Public

APPROVED by the City Council of the City of Stillwater, Oklahoma on: _____, 2024.

CITY OF STILLWATER, a municipal corporation

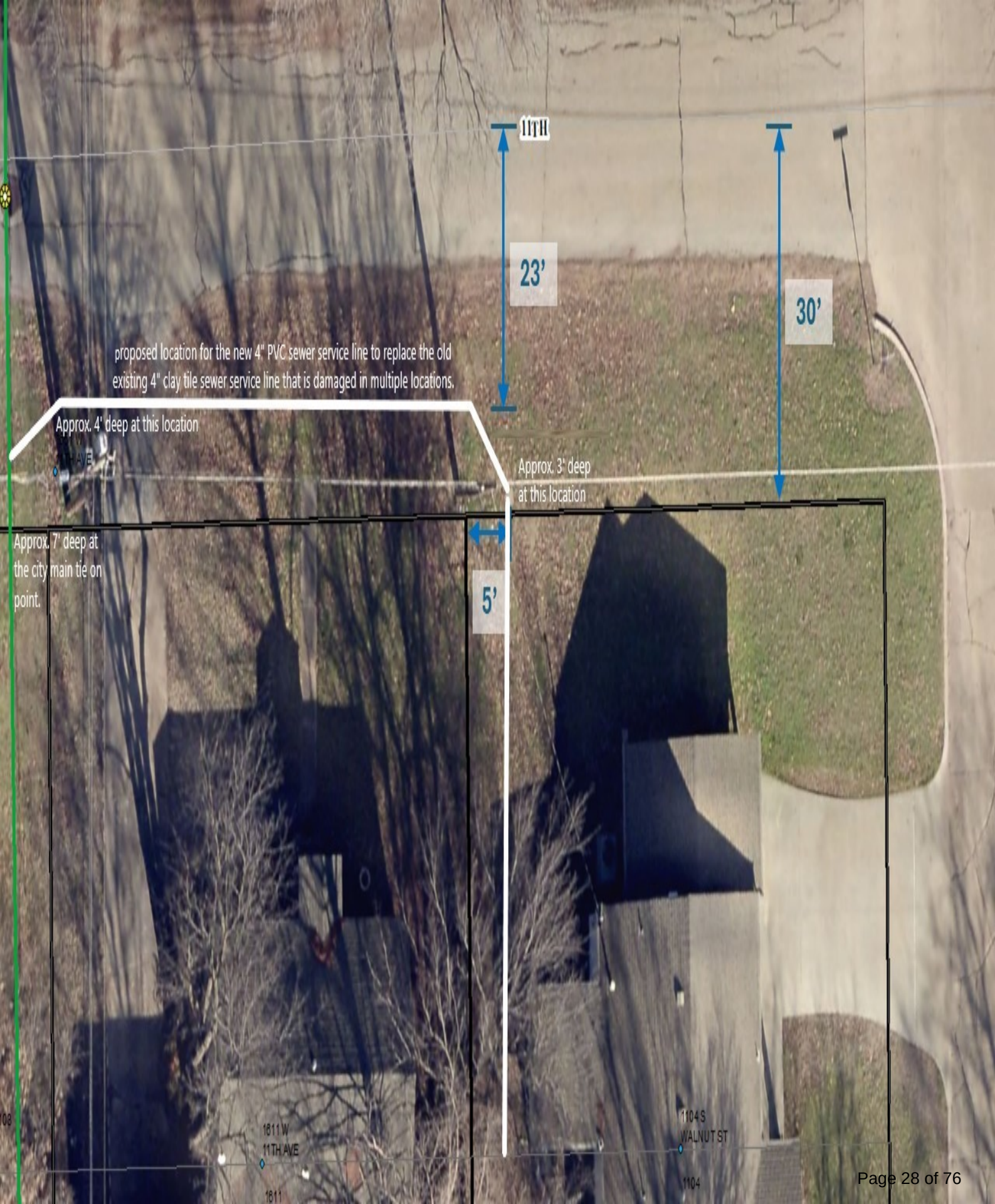
By: _____
Mayor

ATTEST:

APPROVED:

City Clerk

City Attorney



proposed location for the new 4" PVC sewer service line to replace the old existing 4" clay tile sewer service line that is damaged in multiple locations.

Approx. 4' deep at this location

Approx. 3' deep at this location

Approx. 7' deep at the city main tie on point.

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 1, 2024



Agenda Item:	3.f. CC-24-89
Previous/Related Action:	City has a yearly contract with Tiny Paws and the use of the building.
Background/Issue:	The City has an annual agreement with Tiny Paws. We would like to approve a six-month extension in order to review the current agreement.
Proposal/Solution:	In reviewing the Tiny Paws agreement, it appears that the City had agreed to a waiver of rent in consideration of planned building improvements that Tiny Paws would execute. It appears that the proposed timeline for completion of those improvements has occurred, or is quickly approaching. As such, the City Manager's office is recommending review of the lease agreement. In order to allow for additional time for the parties to meet and confer on best path forward, the City proposes extending the current lease agreement under the current terms and conditions until Jan. 1, 2025.
Financial Source/Impact:	
Related Strategic Priority:	#6 ENGAGED & INVESTED RESIDENTS #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Approve Extension of Lease Agreement with Tiny Paws Kitten Rescue to extend the lease term until Jan. 1, 2025.
Prepared By:	Barbara Bliss, Community Resources Director
Reviewed By:	Barbara Bliss Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Tiny Paws Kitten Rescue Extension (6.10.24)

**EXTENSION OF LEASE AGREEMENT
TINY PAWS KITTEN RESCUE**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2024 by and between the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation and TINY PAWS KITTEN RESCUE, INC., an Oklahoma Not for Profit Corporation.

WITNESSETH

WHEREAS, City of Stillwater ("Stillwater") and Tiny Paws Kitten Rescue ("Tiny Paws") entered into a written Lease Agreement on or about the 19th day of August, 2019; and

WHEREAS, Stillwater and Tiny Paws intend to extend the term of the Agreement to allow the parties additional time to negotiate a new Lease Agreement through the execution of an extension agreement ("Extension Agreement").

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

1. Term of Agreement. Stillwater and Tiny Paws agree to extend the term of the Lease Agreement until January 1, 2025.
2. Effect of Contract Provisions. All provisions contained within the Agreement dated August 19, 2019 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.

TINY PAWS KITTEN RESCUE, INC.
an Oklahoma Not for Profit Corporation

President, Board of Directors

State of Oklahoma)
) ss
County of Payne)

Subscribed and sworn to me before this _____ day of _____, 2024
by _____, President, Board of Directors, Tiny Paws Kitten
Rescue, Inc.

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

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 1, 2024



Agenda Item:	3.g. CC-24-90
Previous/Related Action:	
Background/Issue:	OSU leases a plot of land to the City which is used for the Stillwater 500 Trail Riders Association. This is a one year contract for \$9,090.00.
Proposal/Solution:	The Stillwater Trail Riders carry their own insurance policy and reimburse the City of Stillwater \$9,090.00 to operate the Stillwater 500. Payment has been received for 2024-25.
Financial Source/Impact:	City reimbursed by Stillwater Trail Riders.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Approve Stillwater Trail Riders Sublease Agreement.
Prepared By:	Barbara Bliss, Community Resources Director
Reviewed By:	Barbara Bliss Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Stillwater Trailriders Sublease June 2024

SUBLEASE AGREEMENT

THIS AGREEMENT, entered into this 19th day of June, 2024 is for the sublease of certain premises, between City of Stillwater, a municipal corporation, ("Stillwater") and Stillwater Trailriders, Inc., an Oklahoma not-for-profit corporation.

WITNESSETH:

WHEREAS, City of Stillwater is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Stillwater Trailriders, Inc., is a not-for-profit corporation established for the purpose of operating a motorcycle and all-terrain vehicle ("ATV") recreational area; and

WHEREAS, City of Stillwater is Lessee of a parcel of land as more particularly described herein; and

WHEREAS, City of Stillwater is permitted to sublease the leased property to a third-party for use as a motorcycle and ATV recreational area; and

WHEREAS, it is the intention of the City of Stillwater and Stillwater Trailriders, Inc., to enter into an agreement to sublease the premises for this purpose;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY OF STILLWATER AND STILLWATER TRAILRIDERS, INC., DO HEREBY AGREE AS FOLLOWS:

Leased Premises: Stillwater, in consideration of the rents, covenants and promises herein contained, does hereby sublease to Stillwater Trailriders, Inc., the following described premises situated in the County of Payne, 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.

Use of Leased Premises: Said premises and building are subleased to Stillwater Trailriders, Inc., for the sole purpose of operating and maintaining a motorcycle and ATV recreational area. The premises shall not be used for any other purpose during the term of this Agreement. No overnight camping shall be allowed on the premises, except during events sponsored by Stillwater Trailriders, Inc.

Term; Termination: This Agreement shall commence on July 1, 2024, and end at 12:00 AM on June 30, 2025 unless otherwise terminated as provided herein. Stillwater shall have the right to terminate this Agreement at any time and for any reason during the term of this Agreement by providing ten (10) days written notice thereof. Stillwater shall also have the right to cancel this Agreement during its term as to any portion of the premises not to exceed forty (40) acres. In the event, Stillwater intends to exercise this option, it shall give Stillwater Trailriders, Inc., ten (10) days written notice thereof, and then the portion of premises withdrawn shall be fenced off. It is understood and agreed that this Agreement expires on June 30, 2025, and it may not be extended or renewed without execution of a new sublease agreement.

Rent: Stillwater Trailriders, Inc., shall pay to Stillwater during the term of this Agreement the sum of Nine Thousand Ninety Dollars (\$9,090.00) as rent for the leased premises. Said rent shall be due upon execution of this Agreement.

Premises Condition; Alterations and Improvements: Stillwater subleases the premises to Stillwater Trailriders, Inc., in "as is" condition and makes no representation or warranty as to its suitability or habitability for any purpose.

Stillwater Trailriders, Inc., may make alterations to the grounds and trees as necessary to provide and maintain trails for the motorcycle and ATV riders and also for parking and picnic areas. Stillwater Trailriders, Inc., shall be solely responsible for the cost of any such alterations and maintenance. Stillwater Trailriders, Inc., shall take all reasonable steps necessary to prevent said alterations of the surface and the use of the property from causing any permanent damage to the premises through erosion or other kinds of waste.

The leased premises has a perimeter fence. Stillwater Trailriders, Inc., shall maintain the fence at all times during the term of this agreement. Stillwater Trailriders, Inc., shall be solely responsible for the cost of fence maintenance during the term of this Agreement. Any necessary road crossing or gate shall be paid for and installed by Stillwater Trailriders, Inc. Improvements classified as fixtures under Oklahoma law shall remain with the premises and become the property of Oklahoma State University.

Lease and Assignment: Stillwater Trailriders, Inc., shall not sublease the leased premises or any portion thereof, nor assign this lease agreement or any part thereof, without the written consent of Stillwater.

Maintenance and Repair(s) to Premises: Unless otherwise provided herein, the cost of all maintenance and repairs to the premises and perimeter fence shall be borne exclusively by Stillwater Trailriders, Inc.

Release of Liability; Indemnity: Stillwater Trailriders, Inc., acknowledges that operating and providing a motorcycle and ATV recreational area is a hazardous activity and hereby assumes all liability for any damage, injury or death resulting from the operation of said motorcycle and ATV recreational area in accordance with this Agreement. Stillwater Trailriders, Inc., hereby releases Stillwater, its officials, employees, agents and volunteers from any and all liability resulting from any damage, injury, or death resulting from operation of the motorcycle and ATV recreational area at the leased premises in accordance with this Agreement. Stillwater Trailriders, Inc., agrees to hold Stillwater, its officials, employees, agents and volunteers, harmless and fully defend and indemnify Stillwater, its officials, employees, agents and volunteers for payment of any claim, action, or loss, including costs of litigation, attorney fees and court costs, arising from any damage, injury, or death, resulting from the operation of the motorcycle and ATV recreational area on the leased premises in accordance with this Agreement.

Insurance: Stillwater Trailriders, Inc., shall maintain Comprehensive General Liability Insurance in the following amounts during the term of this Agreement:

Combined Single Limit Per Occurrence	\$ 2,000,000
Bodily Injury, Each person	\$ 300,000
Property Damage, Each Person	\$ 300,000

Said policies shall be issued by an insurance carrier authorized to issue policies in the State of Oklahoma as reflected by the records of the Oklahoma Insurance Commission. Copies of said policies shall be provided to the City of Stillwater within seven (7) days of execution of this document. Said policies shall include an endorsement naming the City of Stillwater, a municipal corporation, and Oklahoma State University, as additional insureds up to the limits of liability set forth in the Oklahoma Governmental Torts Claim Act, 51 O.S. §151, *et seq.*

Utilities: Stillwater Trailriders, Inc., shall be responsible for utilities. Stillwater Trailriders, Inc., acknowledges that all utility connections to the premises and building are designed to carry specific capacities and/or loads and agrees not to use said utility connections in a manner that will exceed such capacity and/or load rating. Stillwater Trailriders, Inc., further agrees to obtain consent from Stillwater before making any alteration to utility connections that would increase, diminish, or otherwise alter the capacity and/or load rating of any utility connection to the premises.

Entry: Stillwater and Oklahoma State University and its authorized representatives shall have the right to enter upon the premises at reasonable hours to inspect the same, provided that during such entry Stillwater shall not unreasonably interfere with Stillwater Trailriders, Inc., operation thereon.

Damage and Destruction: If during the term of this Agreement, the premises are damaged by fire, other peril, or defect, such damage or defect not being the result of any intentional act or negligence by Stillwater Trailriders, Inc., its officers, employees and agents, or invitees, and that the premises cannot be used for Stillwater Trailriders, Inc.'s purposes as set forth herein, Stillwater Trailriders, Inc., shall have the right within thirty (30) days following the discovery of such damage or defect, to terminate this Agreement.

Default: Except as otherwise provided herein, in the event Stillwater Trailriders, Inc., fails to pay rent when due to Stillwater, Stillwater Trailriders, Inc., shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Stillwater

Trailriders, Inc., regarding any other covenant or condition of this Agreement, Stillwater Trailriders, Inc., shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event Stillwater Trailriders, Inc., shall fail to cure any default within the time allowed under this paragraph, Stillwater may declare this Agreement ended and terminated by giving Stillwater Trailriders, Inc., written notice of such intention, and if possession of the premises is not surrendered, Stillwater may enter said premises and remove Stillwater Trailriders, Inc., from possession thereof. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any Stillwater Trailriders, Inc., default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

Notice: Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States mail addressed as follows:

Stillwater: City Clerk/ City of Stillwater
723 South Lewis/P.O. Box 1449
Stillwater, Oklahoma 74076

Lessee: Stillwater Trailriders, Inc.
6909 W. 56th St. - 6500 W. 56th Street
Stillwater, Oklahoma 74074

← Not a mailing address

Mailing Address
is: 401 Echo Lane
Morrison, OK
73061

New
physical
Address

Waiver: No waiver of any default of Stillwater or Stillwater Trailriders, Inc., hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or Stillwater Trailriders, Inc., shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Headings: The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

Governing Law: This Agreement is governed by the statutes and laws of the State of Oklahoma and the charter and ordinances of the City of Stillwater.

Final Agreement: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Stillwater and Stillwater Trailriders, Inc.

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

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

Attest:
(seal)

Teresa Kadavy, City Clerk

STILLWATER TRAILRIDERS, INC.



Derek Sowers, President

(SEAL)
ATTEST:

Secretary

**AMENDMENT NO. 1 TO OPERATIONS AGREEMENT
STILLWATER AREA SPORTS ASSOCIATION**

THIS AMENDMENT is made and entered into on this 1ST day of July, 2024 by and between CITY OF STILLWATER, OKLAHOMA, a municipal corporation, and STILLWATER AREA SPORTS ASSOCIATION, INC., an Oklahoma Not for Profit Corporation.

WITNESSETH

WHEREAS, City of Stillwater ("Stillwater") and Stillwater Area Sports Association, ("SASA") entered into a written Operations Agreement on or about the 5th day of June, 2023; and

WHEREAS, the City of Stillwater is the owner of a sports field located in Couch Park and more commonly referred to as "Hamilton Field"; and

WHEREAS, SASA intends to enter into an agreement with the Stillwater Youth Football Association (SYFA-C) for the operation of providing youth football opportunities to the residents of Stillwater at Hamilton Field; and

WHEREAS, the parties desire to amend its Agreement accordingly in furtherance of the above-stated purpose as in the best interest of the residents of Stillwater.

NOW, THEREFORE, THE PARTIES HERETO AGREE TO AMEND THE OPERATIONS AGREEMENT AS FOLLOWS:

1. Term. This Amendment No.1 shall be effective July 1, 2024 and shall expire on November 1, 2024.
2. Hamilton Field. Stillwater shall grant SASA full and unrestricted access to and use of the facility known as Hamilton Field as outlined on Exhibit A to this Amendment. SASA acknowledges that this facility is not leased premises, but merely a license to use said facilities in accordance with the purpose of providing youth football opportunities in Stillwater.
3. Maintenance. SASA shall be responsible for mowing the facility.
4. Effect of Contract Provisions. All provisions contained within the Agreement dated June 5, 2023 unless specifically amended herein shall remain in full force and effect 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.

STILLWATER AREA SPORTS ASSOCIATION,
INC., an Oklahoma Not for Profit Corporation

PRESIDENT, BOARD OF DIRECTORS

(seal)
ATTEST:

Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 2024, personally appeared, _____, President of Stillwater Area Sports Association, Inc. Board of Directors, 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 executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

(seal)
My Commission Expires:
My Commission Number:

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

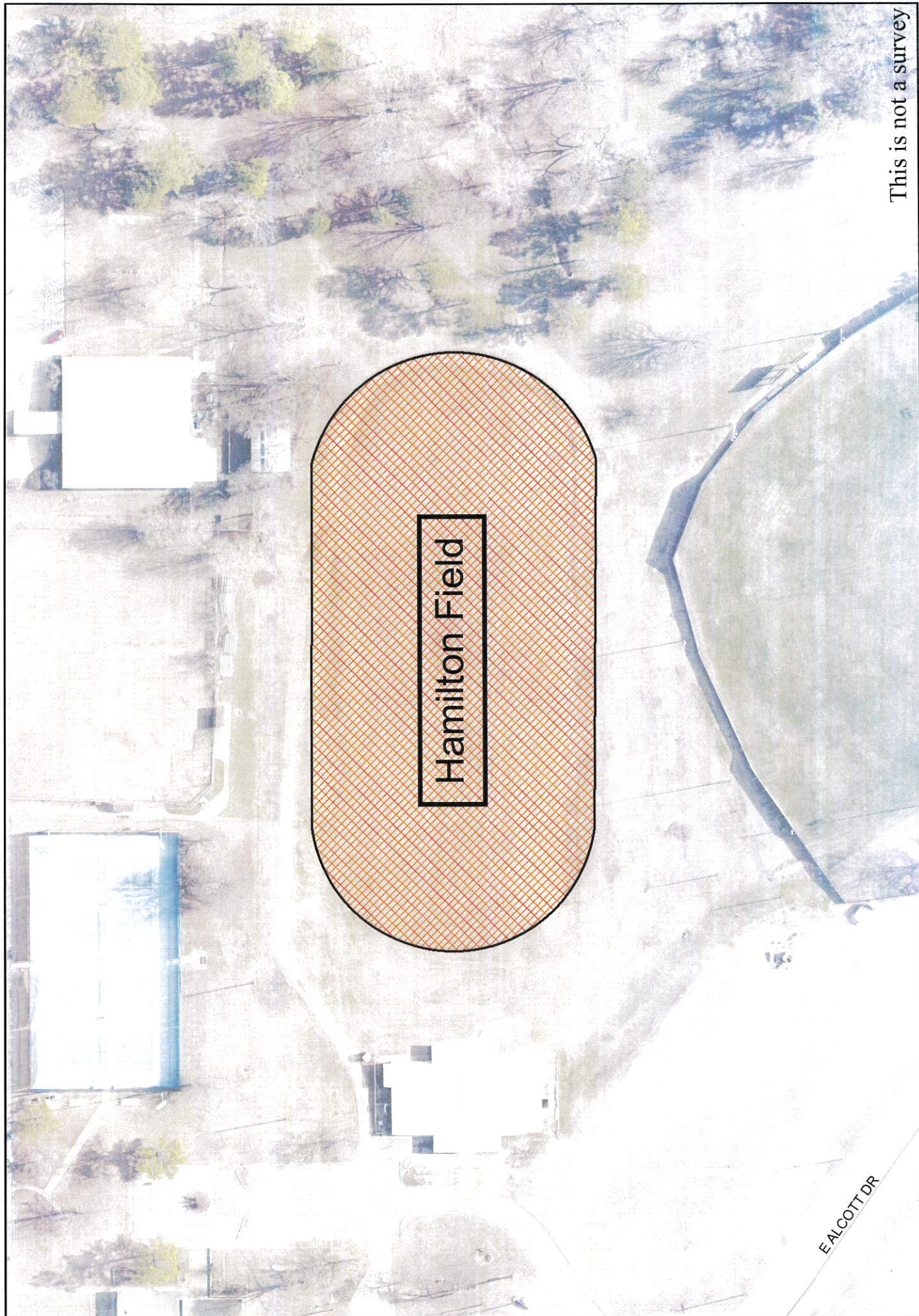
(seal)
ATTEST:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

Hamilton Field Area



E ALCOTT DR

This is not a survey

AIR SERVICE GUARANTEE PARTICIPATION AGREEMENT

This agreement is entered into on this ____ day of _____, 2024, between the City of Stillwater, a municipal corporation ("Stillwater") and Oklahoma State University, a public land grant university ("OSU"),

WITNESSETH:

WHEREAS, Stillwater owns and operates Stillwater Regional Airport; and

WHEREAS, continuation of daily commercial air service at Stillwater Regional Airport will directly benefit both Stillwater and OSU as a transportation utility and as a tool for economic development; and

WHEREAS, American Airlines ("American") has been providing daily commercial air service between Stillwater Regional Airport and Dallas-Fort Worth International Airport; and

WHEREAS, American is willing to continue such air service only if it is able to limit its economic risk by receiving a revenue guarantee; and

WHEREAS, Stillwater, OSU, and American have negotiated an extension of the existing Air Service Agreement that provides for revenue guarantees ("Air Service Agreement"); and

WHEREAS, Stillwater is unable by itself to provide a sufficient revenue guarantee; and

WHEREAS, collectively, Stillwater and OSU can provide such an incentive to American; and

WHEREAS, it is the intention of Stillwater and OSU to jointly extend the "Air Service Guarantee Participation Agreement Fund."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED TO BE KEPT AND PERFORMED BY THE PARTIES HERETO AND UPON THE PROVISIONS AND CONDITIONS HEREINAFTER SET FORTH, STILLWATER AND OSU DO HEREBY AGREE AS FOLLOWS:

1. Revenue Guarantee: The parties agree to share the liability for the \$5,200,000.00 revenue guarantee contained in the "Air Service Agreement," substantially in the form of and for the term set forth in Exhibit "A," which is attached hereto and made a part of this agreement.

2. Limitation on Liability: The maximum liability for the revenue guarantee for OSU once air service commences under the Air Service Agreement is \$1,000,000.00.

3. Payment of Funds: Stillwater shall remit to American Airlines the revenue guarantee payment upon receipt of a quarterly invoice from American Airlines. Stillwater will submit an invoice to OSU for one-half of the amount paid to American Airlines, with such amount not to exceed the maximum liability amount for the given agreement period. OSU will remit payment to Stillwater upon receipt of the invoice. Stillwater shall use these funds solely for paying American Airlines for any revenue shortfall(s) required by the Air Service Agreement.

4. Records: All records available to Stillwater under the Air Service Agreement shall be made available to OSU upon request.

5. Audits: Stillwater, at the request of OSU, shall exercise its right under the Air Service Agreement to conduct an audit of American's records. OSU shall bear the cost of conducting any such audit.

6. Benefit of Parties: This agreement is for the sole benefit of Stillwater, OSU, and American. Nothing in this agreement is intended to confer any rights or remedies on any other person or entity.

7. Authority of Signatories: The signatories to this agreement, by signing this agreement, represent that they have obtained authority to enter into this agreement on behalf of the respective parties to this agreement and bind such parties to all terms and conditions contained in this agreement.

8. Counterparts: This agreement may be executed by the parties in more than one counterpart, each of which may be deemed as an original instrument.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

CITY OF STILLWATER
a municipal corporation

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

APPROVED AS TO FORM AND CONTENT:

Kimberly Carnley, City Attorney

OKLAHOMA STATE UNIVERSITY

Kayse Shrum, President

Exhibit A

AIR SERVICE AGREEMENT

This Air Service Agreement (this "Agreement") is made and entered into as of effective as of March 1, 2024 (the "Effective Date") by and between American Airlines, Inc., a Delaware corporation with its principal offices at 1 Skyview Drive, MD 201, Fort Worth, Texas 76155 ("American"), and The City of Stillwater Oklahoma with its principal offices at 723 South Lewis Street, Stillwater, Oklahoma 74076 ("Guarantor").

1. Air Service; Term.

(a) American shall provide regularly scheduled passenger air service, to be performed by American or an Affiliate of American, between Dallas/Fort Worth International Airport ("DFW") and Stillwater Regional Airport ("SWO") in both directions. This constitutes the "Air Service", and each one-way flight performed by American between the airports set forth on Schedule 1, an "Air Service Flight," effective March 1, 2024 through February 28, 2026 (the "Air Service Period") in accordance with the schedule set forth on Schedule 1 attached hereto.

(b) American agrees to schedule an aircraft to perform the Air Service. Notwithstanding anything to the contrary in this Agreement or in any schedule attached hereto, American reserves the right to make all operational decisions regarding the Air Service in its sole discretion, including but not limited to aircraft type and configuration, operating carrier, timing of arrival/departure, frequency of service (schedule flexibility), and continued operation of the Air Service. American reserves the right to update Schedule 1 from time to time to reflect any program changes that American deems appropriate.

(c) This Agreement shall commence upon the Effective Date and, unless sooner terminated in the manner provided for herein, shall remain in full force and effect until the date that is six (6) months following the last day of the Air Service Period (the "Term").

2. Minimum Revenue Requirement.

(a) The "Flight Charge" for each Air Service Flight shall be specified in Schedule

(b) The "Settlement Period" shall be monthly during the Air Service Period, with billing done on a quarterly basis.

(c) The "Minimum Revenue Requirement" shall mean the Flight Charge as set forth in Schedule 1 for each Air Service Flight multiplied by the actual number of Air Service Flights operated by American during the Settlement Period.

(d) The "Billing Period" shall be quarterly and include the billing for the Settlement Periods included in such Billing Period.

(e) American and Guarantor agree that the Total Revenue (as defined in Section 3(d) below) for each Settlement Period must equal or exceed the Minimum Revenue Requirement, as further described in Section 4 below.

3. Revenue Calculation.

(a) Subject to Section 7(a), American and Guarantor agree that in the event of certain changes in the average price per gallon that American pays for jet fuel, American will adjust the amount payable as set forth in Schedule 2 hereto.

(b) For purposes of this Agreement, "Passenger Ticket Revenue" for each Air Service Flight shall be the total amount paid by passengers in connection with the applicable Air Service Flight, less applicable taxes, and shall be rate-prorated by segment. A rate-prorate is used to divide total Passenger Ticket Revenue paid per Air Service Flight among the actual number of segments flown by each Air Service passenger according to the ratio of each segment's local fare to the sum of all the local fares applicable to the passenger's actual itinerary.

(c) For purposes of this Agreement, (i) "Partner Miles Revenue" shall mean the marketing revenue received from third parties related to the purchase of AAdvantage® miles; (ii) "Baggage and Cargo Revenue" shall mean all revenue earned from the storage of baggage and cargo on any given Air Service Flight; and (iii) "Ancillary Revenue" shall mean revenue resulting from sales on-board the Air Service Flight.

(d) For purposes of this Agreement, "Total Revenue" shall mean the sum of the Passenger Ticket Revenue, Partner Miles Revenue, Baggage and Cargo Revenue, and Ancillary Revenue for all of the Air Service Flights operated by American and/or an American Airline Affiliate during the Settlement Period.

(e) American's Airline Performance Analysis System ("APAS") shall be the sole source of information for calculating Total Revenue. APAS shall also be the sole source of information for calculating fuel expenses for all Air Service Flights during each Settlement Period. Notwithstanding the foregoing, Guarantor shall have the right, upon providing at least five (5) business days' prior written notice to American, to conduct an audit at Guarantors' sole expense within sixty (60) days following the close of the Settlement Period. Such audit may examine the information and documents used to calculate Total Revenue and fuel expenses received by American for Air Service Flights associated with this Agreement. Any such audit must be reasonable in all respects, and must be performed during regular business hours and without affecting American's regular business operations. Guarantor's representatives participating in such audit are obligated to treat as confidential, in accordance with this Agreement, all information disclosed to or discovered by them during such audit. The confidentiality obligation in the immediately preceding sentence shall survive the termination of this Agreement indefinitely. In the event that the auditor discovers an overpayment by Guarantor during such audit and establishes such overpayment to the satisfaction of American, American shall remit to Guarantor the full amount of such established overpayment.

4. Revenue Reconciliation.

(a) American will reconcile the Total Revenue during each Settlement Period against the Minimum Revenue Requirement for such Settlement Period no later than sixty (60) days following the end of the Settlement Period. Settlement Periods inside each Billing Period will offset each other.

(b) If the Total Revenue is more than the Minimum Revenue Requirement for any Billing Period (after aggregating all Settlement Periods in such Billing Period), a "Revenue Excess" shall be deemed to have occurred in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will retain the Revenue Excess for such Billing Period. For the avoidance of doubt, Revenue Excess in any given Billing Period shall not be applied to meet the Minimum Revenue Requirement of another Billing Period.

(c) If the Total Revenue is less than the Minimum Revenue Requirement for any Billing Period (after aggregating all Settlement Periods in such Billing Period), a "Revenue Shortfall" shall be deemed to have occurred during such Billing Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will invoice Guarantor for the Revenue Shortfall for each Billing Period in which a Revenue Shortfall occurred in accordance with the payment procedures in Section 6.

(d) American and Guarantor agree that the principal obligation (not including interest) of Guarantor to pay American for Revenue Shortfalls during the Term shall not exceed the total amount of US\$2,600,000 per year, with a \$867,000 cap for March 1, 2024 through June 30, 2024, a \$2,600,000 cap for July 1, 2024 through June 30, 2025, and a \$1,733,000 cap for July 1st 2025 through February 28, 2026.

5. Other Incentives. In addition to the Air Service Charge, Guarantor agrees to provide American the following additional incentives:

(a) Guarantor will continue to provide and maintain its airport marketing program throughout the Air Service Period. The airport marketing program will provide a minimum of US\$25,000 in support of marketing efforts targeted at air service development for the Air Service Flights.

(b) Guarantor shall continue to provide the following ground service equipment during the Air Service Period at no charge to American, with maintenance and repair provided by American:

- Kubota/tug, passenger boarding ramps (1 each for CRJ-700 and E170 aircraft), belt loader, and baggage carts

(c) American shall continue to provide and be responsible for the maintenance and repair of the following ground service equipment during the Air Service Period; provided that in the event that this Agreement is otherwise terminated sooner as set forth herein, American's maintenance and repair obligations set forth in Sections 5(b) and 5(c) shall also terminate at that time:

- Air start, ground power unit (GPU), de-ice equipment, air cart (HVAC), and tow bars

6. Payment Reconciliation. American shall provide an invoice to Guarantor no later than sixty (60) days following (a) the end of each Billing Period, and (b) upon the expiration or

termination of this Agreement, as applicable. Such invoice shall include the total Revenue Shortfalls incurred during such Billing Period, if any, and any other charges (including fuel excess charges) incurred during such Billing Period. Guarantor shall pay such invoice to American within a reasonable time frame not to exceed thirty (30) days after receipt of such invoice. All payments hereunder shall be made no later than their respective due dates by check, by wire transfer pursuant to wiring instructions given by American or by other means of payment agreed in writing by American. Guarantor agrees to pay interest on any overdue payment owed to American from the date such payment is due under this Agreement until the date such payment is received by American at the lesser of the following (i): the highest rate permitted by applicable law or (ii) an annual rate of 12%.

7. Termination and Default. This Agreement may be terminated and/or any Air Service Flight cancelled by the party specified below (after notice, if applicable) upon the happening of any of the following events:

(a) At any time, by the mutual written consent of the parties.

(b) By American (i) immediately, if American is unable to obtain the governmental or other approvals necessary to commence the Air Service or the service on any particular Air Service Flight, or if such approvals are subsequently revoked or altered; (ii) if American determines in its sole discretion that the operating facilities at Guarantor's home airport are inadequate for American to commence service at such airport as contemplated in Schedule 1; (iii) if Guarantor fails to make any payment when due and does not make such payment within five (5) days after written notice or demand thereof; or (iv) immediately, if any of the following events occur: (A) a forced or voluntary grounding of one or more of American's aircraft types (or the aircraft type(s) of the operating carrier chosen by American to operate the Air Service Flight(s)); (B) there is a greater than 35% increase in the average price per gallon that American pays for jet fuel as compared to the average price per gallon that American paid as of the Effective Date; or (C) if American determined in its sole discretion that sufficient fuel is not available to meet all of its scheduled commitments.

(c) At any time, by the non-breaching party, upon written notice to the breaching party, upon: (i) the breach of a material term, agreement, covenant, representation, statement, or warranty of this Agreement; or, (ii) the breach of any federal, state, or local law as such relates to the Air Service Flights, provided, however, in each instance the non-breaching party shall give the breaching party written notice of the breach or failure to comply and five (5) business days to cure such breach or failure to comply, assuming such breach or failure to comply is capable of being cured within such time period. If such breach or failure is not cured within such five (5) business day period, or if such breach or failure is not capable of being cured (or not capable of being cured within such time period), then the non-breaching party may immediately terminate this Agreement without any further notice to the other party.

(d) At any time, by either party, upon written notice to the other party, if the other party: (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due; (iii) has suspended (as declared by a clearing house) its transactions with banks and/or other financial

institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment which may have a material adverse effect on it and which is not dismissed, satisfied or stayed within sixty (60) days; (v) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings; or (vi) ceases all or a substantial part of its operations other than due to force majeure as provided in Section 14.

(e) By either party, with or without cause or penalty upon not less than thirty (30) days' prior written notice to the other party. The effective date of termination shall be as stated in such written notice of termination but not earlier than thirty (30) days following such written notice.

8. Remedies Upon Termination.

(a) Other than as specifically set forth herein, termination pursuant to Section 7 shall not limit the non-breaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise.

(b) Any termination or expiration of this Agreement shall not affect Guarantor's obligation to pay American all amounts owing to American as of the effective date of such expiration or termination.

(c) In the event of any termination or expiration of this Agreement for any reason, Guarantor shall pay all amounts owed to American as of the effective date of expiration or termination, in accordance with the provisions of this Agreement, within fifteen (15) business days after receipt of an invoice from American.

9. Confidential Information.

(a) Each party (the "Receiving Party") agrees to hold in strict confidence all confidential and proprietary information, either designated by the party disclosing such information to the other party (the "Disclosing Party") as such or under reasonable circumstances to be considered as such, whether in written, oral or other form, which it received from the Disclosing Party prior to, or in the course of, this Agreement (collectively, "Confidential Information"). Each Party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case no less than reasonable measures). Confidential Information includes, without limitation, (i) the terms of this Agreement (including all schedules), and (ii) flight and accommodations booking information related to the Air Service.

(iii) Each Party agrees that it will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, (i) except when required to do so by law or by a court of competent jurisdiction, subject to Section 9(c); (ii) except to attorneys, accountants or lending institutions of either party which have been informed of and will be required to maintain the confidentiality of such information; or unless such provisions are publicly known through no disclosure that is prohibited hereunder.

(b) In addition, the Receiving Party may disclose the Confidential Information in response to law, regulation or a valid court order or other governmental action, provided that (i) the Disclosing Party is notified in writing prior to disclosure of the information, and (ii) the Receiving Party assists the Disclosing Party, at the Disclosing Party's expense, in any attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information.

10. Promotional Materials. Nothing contained herein shall give either party a license or other right to use the trademarks or servicemarks of the other party or any of American's subsidiaries or affiliates. Any such use shall require the prior written consent of the party that owns the trademarks or servicemarks. Guarantor shall submit to American for review and approval, prior to publication or use, the portion of any and all artwork, scripts, copy, advertising, promotional materials, direct mail, press releases, newsletters or other communications or any other publicity published or distributed by Guarantor (or at its direction or authorization) that specifically references this Agreement, the Air Service, American (or any of American's Affiliates), or uses any trademark, service mark, logo or trade name of American or any of its Affiliates ("American Marks") (collectively, the "Promotional Materials"). American may provide Guarantor with limited access to the American Airlines brand center website (<https://brand.aa.com>) to obtain digital renditions of the American Marks that conform to American's corporate graphics standards. Guarantor agrees that it will not (a) use or display any American Marks that it has not obtained from American or from the American Airlines brand center website; (b) alter the American Marks in any way; or (c) display the American Marks without the appropriate proprietary rights notices. American shall have the right, at its sole discretion, to modify the graphics standards and disclaimers from time to time. All promotional or informational material distributed or electronically transmitted by Guarantor using the American Marks will require the tag line listing the marks and stating "are trademarks of American Airlines, Inc." American agrees to respond to Guarantor within five (5) business days after receipt of the Promotional Materials with written approval or written request for changes. Guarantor further agrees that no changes will be made to any of the Promotional Materials after approval by American unless such changes are first approved by American in writing. For the purpose of this Agreement, "Affiliate" shall mean, with respect to either party, any person directly or indirectly controlling, controlled by, or under common control with, such party.

11. Fares. American agrees to establish and modify, as needed, the air fares for the Air Service and agrees to provide yield and inventory management services with respect thereto. Guarantor acknowledges that American has agreed to establish and modify these air fares and to provide yield and inventory management services as an accommodation to Guarantor and that American hereby disclaims all liability for, and Guarantor hereby waives all claims against American which may arise out of or in connection with, the establishment or modification of such air fares or the yield and revenue management services provided hereunder. American agrees to advise Guarantor regarding pricing for such air fares; provided, however, that American shall at all times have the unconditional right in its sole discretion to determine air fares during the Air Service Period.

12. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Oklahoma without regard to any conflict of law rules.

13. Jurisdiction/Dispute Resolution. Each party irrevocably submits to the nonexclusive jurisdiction of the United States District Court for the Northern District of Texas, for purposes of legal proceedings arising out of this Agreement or any transactions contemplated in this

Agreement. Each party, to the fullest extent it may effectively do so under substantive governing law applicable to this Agreement, also irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in such court and any right of application or appeal to any court (in the U.S. or in any other jurisdiction). EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL TO RESOLVE ANY DISPUTES ARISING UNDER THIS AGREEMENT.

14. Force Majeure. Except as otherwise expressly provided in this Agreement, neither party shall be liable for performance hereunder to the extent such performance is prevented or delayed as a result of acts of God, severe weather, natural disaster, earthquake, fire, war, military action, terrorist action, labor disputes, or any court order or action of any governmental, administrative or judicial entity or by any other reason or circumstance, similar or dissimilar, beyond the reasonable control of such party; provided, however, such party shall (a) provide the other party with prompt written notice thereof, (b) use its best reasonable efforts to avoid or remove such causes of non-performance, and (c) continue performance to the extent such causes are removed or avoided.

15. Indemnification.

(a) American agrees to indemnify, defend and hold harmless Guarantor and its officers, directors, employees, agents and Affiliates (the "Guarantor Indemnified Parties") from and against any and all third party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties and expenses (including without limitation reasonable attorneys' fees) of any nature whatsoever (collectively, "Claims") arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of American, its subcontractors, its Affiliates or any person directly or indirectly employed by American, or any of them, while engaged in any activity associated with or related to American's performance under this Agreement; and (ii) American's breach of its obligations under this Agreement.

(b) To the extent permitted by applicable law, Guarantor agrees to indemnify, defend and hold harmless American and its officers, directors, employees, agents and Affiliates (the "American Indemnified Parties") from and against any and all Claims arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of Guarantor, its subcontractors, its Affiliates or any person directly or indirectly employed by Guarantor, or any of them, while engaged in any activity associated with or related to Guarantors' performance under this Agreement; and (ii) Guarantors' breach of its obligations under this Agreement.

(c) The rights and obligations of the parties under this Section 15 shall survive any termination or expiration of this Agreement.

16. Waiver of Consequential Damages; Other Limitations. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS, OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR

SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING ANY SUCH DAMAGES OR CLAIMS. UNDER NO CIRCUMSTANCES SHALL AMERICAN'S LIABILITY IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL AMOUNT OF CHARGES ACTUALLY PAID BY GUARANTOR TO AMERICAN PURSUANT TO THIS AGREEMENT.

17. Insurance.

(a) American. At all times during the Air Service Period, American shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least \$25,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage. If so requested by Guarantor, American will furnish Guarantor within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(a) of this Agreement; (ii) includes the insurer's commitment to give Guarantor not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of American and shall insure Guarantor regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by American; (iv) shall waive any right of subrogation, set-off, or counterclaim against Guarantor; (v) shall name the Guarantor Indemnified Parties hereunder as additional insureds; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by Guarantor.

(b) Guarantor. At all times during the Air Service Period, Guarantor shall carry and maintain, at its sole cost and expense, commercial general liability insurance with aggregate limits of at least \$10,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage. If so requested by American, Guarantor will furnish American within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(b) of this Agreement; (ii) includes the insurer's commitment to give American not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of Guarantor and shall insure American regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by Guarantor; (iv) shall waive any right of subrogation, set-off, or counterclaim against American; (v) shall name the American Indemnified Parties hereunder as additional insured; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by American.

18. Sovereign Immunity. To the extent that either party or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, or such party's liability is limited pursuant thereto, that party, to the extent permitted by applicable law, for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such

immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or its subject matter in an action brought by the other party to enforce or interpret this Agreement. This waiver of immunity shall not inure to the benefit of a third party who is not a signatory to this Agreement. The foregoing waiver and agreement is not subject to withdrawal in any jurisdiction, unless prohibited by applicable law.

19. Representations and Warranties. Each of American and Guarantor warrants, represents, and agrees that it has: (i) the full right, power, legal capacity, and authority to enter into this Agreement and to carry out and perform all of the obligations thereof; and (ii) will not harm, misuse, or bring into dispute the trademarks or service marks of the other.

20. Assignment. Neither party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party, except that American may assign or delegate this Agreement and the rights and obligations created hereunder to any wholly owned subsidiary of American Airlines Group Inc. without the consent of Guarantor.

21. Waivers and Modifications. This Agreement embodies the entire agreement and understanding of the parties, and, as of its effective date, terminates and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, between the parties covering the subject matter hereof. The schedules, exhibits, annexes, and attachments to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes. The provisions of this Agreement shall govern all services to be provided hereunder by the parties, and no addition, amendment, waiver, or modification of (or execution of any document contrary to) these provisions shall be effective unless signed jointly by a duly authorized representative of both American and Guarantor.

22. Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable or illegal, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been contained herein with the remainder of this Agreement being enforced to the fullest extent possible.

23. Relationship of the Parties. Each of the parties is an independent contractor. Nothing in this Agreement is intended, or shall be construed, to create or establish any agency, partnership, joint venture, affiliate, or fiduciary relationship between the parties. Neither party, nor any of its affiliates, has any authority to act for, or to incur any obligations on behalf of, or in the name of, the other party or any of its affiliates. This Agreement is the product of negotiations between the parties, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine.

24. Notices. Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered in person, (b) sent by traceable overnight delivery via a nationally recognized courier, or (c) sent by registered or certified mail, return receipt requested, in each case addressed to the other party at the following address, and shall be deemed to have been given (as applicable)

(x) on the day such notice is so hand delivered, (y) one business day following the date such notice is sent via overnight delivery via a nationally recognized courier, or (z) two business days following the date such notice is sent via certified mail:

To American:

American Airlines, Inc.
Attn: Brian Znotins, Vice President - Network and Schedule Planning
1 Skyview Drive, MD 201
Fort Worth, Texas 76155
Fax No.: (817) 931-6670

To Guarantor:

Name: The City of Stillwater Oklahoma
Attn: Mayor
723 South Lewis Street
Stillwater, Oklahoma 74076
Phone No.: (405) 742-8209

Either party will have the right to change their representative and address for notice to any other location by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

25. Headings/Construction. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns and there is no intent to benefit any third parties.

27. Further Assurances. Each of the parties shall do and perform, at such party's expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

28. Exhibits & Schedules. The exhibits and schedules to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes.

29. No Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party. Except as expressly set forth herein, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

30. No Remedy Exclusive. Except as expressly set forth herein, no remedy herein conferred upon or reserved to a party herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every

other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. In order to entitle a party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

31. Expenses. Each party to this Agreement agrees to be responsible for its own costs, expenses and charges (including, without limitation, legal fees, advisory fees and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.

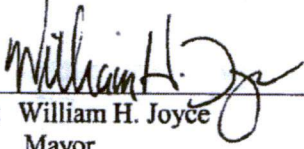
32. Miscellaneous. All obligations of American hereunder are subject to the receipt of all necessary government approvals.

33. Counterparts. This Agreement may be executed in separate counterparts (including by delivery of facsimile or other electronic transmission of signature pages), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

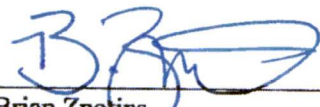
[Signature Page Follows]

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

City of Stillwater Oklahoma

By: 
Name: William H. Joyce
Title: Mayor

American Airlines, Inc.

By: 
Name: Brian Znotins
Title: Vice President,
Network and Schedule Planning

**SCHEDULE 1
TO AIR SERVICE AGREEMENT**

**BETWEEN AMERICAN AIRLINES, INC. AND GUARANTOR FOR AIR
SERVICE FLIGHTS BETWEEN DFW AND SWO**

PROPOSED FLIGHT SCHEDULE*

Origin	Destination	Days of Operation	Flight Times*
DFW	SWO	Daily	22:33 – 22:49
SWO	DFW	Daily	05:52 - 06:00
DFW	SWO	Daily	13:53 – 14:00
SWO	DFW	Daily	14:27 – 14:31

Equipment: CRJ-700 or E170 **

Present Configuration: 65 seats**

One Way Flight Charge: \$6,946 per Air Service Flight**

*Exact operating times are subject to change from time to time by American at its sole discretion.

**Subject in all respects to Section 1(b) of the Agreement.

**FUEL ADJUSTMENTS FOR
AIR SERVICE FLIGHTS BETWEEN
DFW AND SWO**

1. If the average price per gallon that American pays for jet fuel during any given month during the Term ("Average Fuel Price") changes as compared to an average price per gallon of US\$2.91 ("Initial Average Fuel Price"), the sum of Flight Charges for Air Service Flights during such month shall be adjusted as follows (each monthly adjustment a "Fuel Adjustment"):

(a) If the Average Fuel Price increases to US\$2.92 (the "Increase Trigger Price") or above for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be increased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Increase Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

(b) If the Average Fuel Price decreases to US\$2.90 (the "Decrease Trigger Price") or below for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be decreased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Decrease Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

2. All Fuel Adjustments will be included in the invoice for the respective Settlement Period or the final report, as applicable, as provided in Section 4(a) of the Agreement.

3. Examples:

(a) If the Average Fuel Price for December is \$2.10, the Initial Average Fuel Price is \$2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be an increase of the sum of all Flight Charges during December of:

$$(\$2.10 - \$2.00) \times 100,000 = \$10,000$$

(b) If the Average Fuel Price during December is US\$1.90, the Initial Average Fuel Price is \$2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be a decrease of the sum of all Flight Charges for December of:

$$(\$1.90 - \$2.00) \times 100,000 = (\$10,000)$$

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/26/2024

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Revenue:

Increase revenue projections for Air Service Guarantee Participation Agreement with Oklahoma State University (OSU). OSU max liability under the agreement is \$1.0M. \$500,000 is currently included in the FY24 budget and any unbilled amounts will be carried forward to FY25 through the budget carry forward process.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Reimbursements	1011020 - 48702		\$ 0	\$ 500,000	\$ 500,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-26-2024

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--

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 1, 2024



Agenda Item:	3.j. CC-24-91
Previous/Related Action:	N/A
Background/Issue:	The purpose of this report is to provide the City Council with the bid results and recommended action for the Boomer Concrete Sundeck Demolition Project. The original concrete structure was built over 60 years ago and is in disrepair. The current structure was inspected in 2023 by Wallace Design Collective. The inspection report indicated: • Of the 80 reinforced concrete columns, 64 extend into the lake water. • Of the 64 that extend into lake water, 11 have already been reinforced and the remaining 53 should be reinforced as soon as possible. These repairs would cost over \$400,000. • A replacement wood deck would cost an additional \$200,000 for a total replacement cost of over \$600,000. • Staff were unable to locate construction records for the concrete dock structure nor for the previous repairs. Insufficient design and construction data makes modifications and/or enhancement costs prohibitive. If the pier and wood deck work is not completed, the structure will continue to be a hazard for boats and for individuals who may be tempted to climb or play on it, and the piers will eventually deteriorate to the point of crumbling and collapsing.
Proposal/Solution:	The initial advertisement for bids was May 11, 2024. The pre-bid conference was held on May 22, 2024 with five prospective bidders in attendance. Only one bid was submitted and opened on June 12, 2024. That bid was submitted by MK Excavation, LLC in the amount of \$198,900. Staff has reviewed this bid and found it to be acceptable.
Financial Source/Impact:	The project will be funded from the City's Capital Fund.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Award Bid #27-2024 to MK Excavation, LLC for the amount of \$198,900; • Approve budget amendment appropriating construction expenditures of \$228,735 for the amounts shown below: ○ \$198,900 for the bid; and ○ \$29,835 for a 15% contingency. • Authorize total project expenditures of \$228,735 for construction and contingency; • Authorize the City Manager to sign related documents.
Prepared By:	Chris Humes
Reviewed By:	Candy Staring Christy Driskel Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Engineering - Boomer Sundeck - 7.1.2024 - Expenditure

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/18/2024

Department: Special Projects

Requested by: Candy Staring

Explanation:

Expenditures:
Appropriate funds for demolition of the Boomer Lake Sundeck.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Boomer Sundeck Demolition	1055010 - 54010	23PR02101	\$ 0	\$ 228,735	\$ 228,735
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 228,735

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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[Click Here to Clear Form](#)

[Click Here to Print](#)

RESOLUTION NO. CC-2024-19

A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024 OKLAHOMA STATE GRANT FOR AIRPORT IMPROVEMENT WITH FUNDS ADMINISTERED BY THE OKLAHOMA DEPARTMENT OF AEROSPACE AND AERONAUTICS (ODAA) FOR AIRPORT TERMINAL IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT AND APPROVING THE REQUIRED SPONSOR MATCH

WHEREAS, the estimated total cost of construction of the new terminal building at Stillwater Regional Airport is \$18,592,300; and

WHEREAS, it is in the best interest of the city to pursue all available grant opportunities to support funding construction of the new terminal building; and

WHEREAS, the new terminal building is an eligible project to apply for ODAA Terminal Building Program grant funds; and

WHEREAS, ODAA participation is up to 50% of project cost and shall not exceed \$1,000,000; and

WHEREAS, the sponsor participation requires a dollar for dollar match for every dollar of ODAA grant funds which means the required sponsor (City) match shall not exceed \$1,000,000; and

WHEREAS; construction of a new terminal building at Stillwater Regional Airport will enhance the operational efficiency, safety, and security for airport users, particularly our commercial airline service, by conforming to FAA and TSA standards.

NOW THEREFORE, BE IT RESOLVED, the City of Stillwater hereby authorizes submission of Oklahoma Department of Aerospace and Aeronautics grant application for Fiscal Year 2024 ODAA Terminal Building Program grant funds in an amount not-to-exceed \$1,000,000 and payment of the required sponsor matching funds.

BE IT FURTHER RESOLVED, that the Mayor or Vice-Mayor is hereby authorized to execute all necessary project documents including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contracts and other related documents as may be required to secure funding and conduct said airport project.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 1st day of July, 2024.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 1st DAY OF JULY, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

RESOLUTION NO. CC-2024-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZING FORECLOSURE OF PORTIONS OF EASEMENTS DEDICATED PURSUANT TO SEPARATE INSTRUMENTS LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE INDIAN BASE AND MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, AND GENERALLY LOCATED WEST OF EAST ROGERS DRIVE AND SOUTH OF MARIE DRIVE, IN STILLWATER, OKLAHOMA, AS SET FORTH IN THE CASE OF *KMR DEVELOPMENT VS. THE CITY OF STILLWATER, ET AL*, PAYNE COUNTY DISTRICT COURT CASE NUMBER: *CJ-2024-282*; AND AUTHORIZING THE MAYOR, THE CITY MANAGER, AND SPECIAL COUNSEL TO EXECUTE AND APPROVE ALL ORDERS AND TAKE ALL OTHER NECESSARY ACTIONS WITH REGARD TO THE ABOVE-REFERENCED CASE

WHEREAS, the property generally located west of East Rogers Drive and south of Marie Drive in Stillwater Oklahoma (the "Property") and as shown on the attached Exhibit "A," was dedicated pursuant to three separate instruments, identified as a Sewer Easement, a Utility Easement, and a General Easement, copies of which are attached as Exhibits "B" through "D;" and

WHEREAS, portions of the above-referenced easements are no longer needed for City purposes, nor do they appear to have ever been used for City purposes; and

WHEREAS, on October 3, 2022, the Stillwater City Council adopted Ordinance No. 3496-Corrected which closed the portions of the easements identified on the Attached Exhibit "A," (the "Closed Easement"); and

WHEREAS, adoption of the Ordinance, a copy of which is attached as Exhibit "E," was reasonable and proper, accomplished on the recommendation of Staff after careful review, and in order to clear title and provide opportunities for further development by KMR Development; and

WHEREAS, on May 16, 2024, KMR Development, as owners of the Property, filed a Petition to Foreclose the Closed Easement; and

WHEREAS, because the Closed Easement is not presently needed by the City, nor will it be needed for any future City purpose, it is reasonable and proper for the Stillwater City Council to approve and execute this Resolution and authorize Entry of Judgment foreclosing the City's interest in the Closed Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, THAT the Closed Easement legally described as follows:

A part of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twenty (20) North, Range Two (2) East of the I.M., Payne County, Oklahoma, being more particularly described by Josh Powers on September 16, 2021, Licensed Professional Land Surveyor #1652, with a basis of bearing being the West line of the Northeast Quarter (NE/4) of said Section being South 00°52'01" East:

COMMENCING (P.O.C.) at the Northwest corner (NW/Cor) of the Northeast Quarter (NE/4) of said Section being a found 1/2" rebar; THENCE South 00°52'01" East along the West line of the Northeast Quarter of said Section, a distance of 871.56 feet; THENCE North 90°00'00" East, a distance of 215.50 feet to the East line of deed recorded at Book 1040, Page 994 filed in the office of the Payne County Clerk being the POINT OF BEGINNING (P.O.B.); THENCE South 69°42'41" West along the East line of said Book 1040, Page 994, a distance of 56.67 feet (previously described as 56.50 feet) to a found 1/2" rebar; THENCE North 65°17'19" West along the East line of said Book 1040, Page 994, a distance of 33.13 feet to a found 1/2" rebar; THENCE South 24°42'41" West along the East line of said Book 1040, Page 994, a distance of 60.00 feet to a found 1/2" rebar; THENCE South 65°17'19" East along the East line of said Book 1040, Page 994, a distance of 30.00 feet to a set 1/2" rebar with C.A. #6858 cap; THENCE South 20°17'19" East along the east line of said Book 1040, Page 994, a distance of 61.73 feet (previously described as 61.60 feet) to a found 1/2" rebar; THENCE northeasterly along a curve to the right having a radius of 579.02 feet, a chord bearing of North 24°31'58" East and a chord length of 143.73 feet, a distance of 144.10 feet to the POINT OF BEGINNING (P.O.B.),

CONTAINING 5,731 SQUARE FEET OR 0.13 ACRES, MORE OR LESS,

is not presently in use and was previously closed by Ordinance No. 3496-Corrected.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City has not used the Closed easement, nor will there be any need for use of the Closed Easement in the future.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Council agrees to foreclosure of the Closed Easement set forth in Ordinance No. 3496-Corrected and authorizes the Mayor, the City Manager, and Special Counsel to Execute and Approve all Orders and take all other necessary actions with regard to this case.

ADOPTED by the City Council of the City of Stillwater, Oklahoma, on this 1st day of July, 2024, after full compliance with the Oklahoma Open Meeting Act.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

Approved as to form and legality:

BETH ANNE CHILDS, SPECIAL COUNSEL

**PARK VIEW ESTATES SECTION 10
CLOSING SITE PLAN
KMR DEVELOPMENT, LLC
STILLWATER, OKLAHOMA**



LINE TABLE			CURVE TABLE				
Line #	Length	Dist. from	Curve #	Length	Radius	Chord Length	Chord Elevation
1	100	0	1	100	1000	100	
2	100	100	1	100	1000	100	
3	100	200	1	100	1000	100	
4	100	300	1	100	1000	100	
5	100	400	1	100	1000	100	
6	100	500	1	100	1000	100	
7	100	600	1	100	1000	100	
8	100	700	1	100	1000	100	
9	100	800	1	100	1000	100	
10	100	900	1	100	1000	100	
11	100	1000	1	100	1000	100	
12	100	1100	1	100	1000	100	
13	100	1200	1	100	1000	100	
14	100	1300	1	100	1000	100	
15	100	1400	1	100	1000	100	
16	100	1500	1	100	1000	100	
17	100	1600	1	100	1000	100	
18	100	1700	1	100	1000	100	
19	100	1800	1	100	1000	100	
20	100	1900	1	100	1000	100	
21	100	2000	1	100	1000	100	
22	100	2100	1	100	1000	100	
23	100	2200	1	100	1000	100	
24	100	2300	1	100	1000	100	
25	100	2400	1	100	1000	100	
26	100	2500	1	100	1000	100	
27	100	2600	1	100	1000	100	
28	100	2700	1	100	1000	100	
29	100	2800	1	100	1000	100	
30	100	2900	1	100	1000	100	
31	100	3000	1	100	1000	100	
32	100	3100	1	100	1000	100	
33	100	3200	1	100	1000	100	
34	100	3300	1	100	1000	100	
35	100	3400	1	100	1000	100	
36	100	3500	1	100	1000	100	
37	100	3600	1	100	1000	100	
38	100	3700	1	100	1000	100	
39	100	3800	1	100	1000	100	
40	100	3900	1	100	1000	100	
41	100	4000	1	100	1000	100	
42	100	4100	1	100	1000	100	
43	100	4200	1	100	1000	100	
44	100	4300	1	100	1000	100	
45	100	4400	1	100	1000	100	
46	100	4500	1	100	1000	100	
47	100	4600	1	100	1000	100	
48	100	4700	1	100	1000	100	
49	100	4800	1	100	1000	100	
50	100	4900	1	100	1000	100	
51	100	5000	1	100	1000	100	
52	100	5100	1	100	1000	100	
53	100	5200	1	100	1000	100	
54	100	5300	1	100	1000	100	
55	100	5400	1	100	1000	100	
56	100	5500	1	100	1000	100	
57	100	5600	1	100	1000	100	
58	100	5700	1	100	1000	100	
59	100	5800	1	100	1000	100	
60	100	5900	1	100	1000	100	
61	100	6000	1	100	1000	100	
62	100	6100	1	100	1000	100	
63	100	6200	1	100	1000	100	
64	100	6300	1	100	1000	100	
65	100	6400	1	100	1000	100	
66	100	6500	1	100	1000	100	
67	100	6600	1	100	1000	100	
68	100	6700	1	100	1000	100	
69	100	6800	1	100	1000	100	
70	100	6900	1	100	1000	100	
71	100	7000	1	100	1000	100	
72	100	7100	1	100	1000	100	
73	100	7200	1	100	1000	100	
74	100	7300	1	100	1000	100	
75	100	7400	1	100	1000	100	
76	100	7500	1	100	1000	100	
77	100	7600	1	100	1000	100	
78	100	7700	1	100	1000	100	
79	100	7800	1	100	1000	100	
80	100	7900	1	100	1000	100	
81	100	8000	1	100	1000	100	
82	100	8100	1	100	1000	100	
83	100	8200	1	100	1000	100	
84	100	8300	1	100	1000	100	
85	100	8400	1	100	1000	100	
86	100	8500	1	100	1000	100	
87	100	8600	1	100	1000	100	
88	100	8700	1	100	1000	100	
89	100	8800	1	100	1000	100	
90	100	8900	1	100	1000	100	
91	100	9000	1	100	1000	100	
92	100	9100	1	100	1000	100	
93	100	9200	1	100	1000	100	
94	100	9300	1	100	1000	100	
95	100	9400	1	100	1000	100	
96	100	9500	1	100	1000	100	
97	100	9600	1	100	1000	100	
98	100	9700	1	100	1000	100	
99	100	9800	1	100	1000	100	
100	100	9900	1	100	1000	100	

0	56.67	56.67° 42' 43.00"W
0.2	33.19	36.55° 17' 19.00"W
0.5	60.00	52.48° 42' 43.00"W
1.0	30.00	36.55° 17' 19.00"W
1.5	61.73	52.00° 17' 19.00"E

EXHIBIT "A"

JACKIE C. ROGERS and
EVELYN A. ROGERS,
husband and wife

TO

THE CITY OF STILLWATER,
OKLAHOMA, a Municipal
Corporation

SEWER EASEMENT

DATED: August 28, 1979

FILED: Sept. 10, 1979 at 2:37 p.m.

RECORDED: Book 458, pages 329-331

CONSIDERATION: \$1.00 & OG&VC

SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JACKIE C. and EVELYN A. ROGERS, Husband and
Wife

for and in consideration of the sum of
One Dollar (\$1.00) cash in hand paid, and other good and valuable
considerations, receipt of which are hereby acknowledged, does hereby
enter into this agreement on this 28th day of August

19 79. Whereas, the undersigned, Jackie C. and Evelyn A. Rogers

hereby represents and warrants
that they own and have fee simple title to that certain parcel of
real estate located in the City of Stillwater, County of Payne, State
of Oklahoma, more particularly bounded and described as follows:

A tract of land lying in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 35, T-20-N,
R-2-E, I.M., Payne County, Oklahoma.

and further that the undersigned do~~s~~ hereby for themselves, their heirs,
executors, administrators, and assigns, grant and convey unto the City
of Stillwater, Oklahoma, a Municipal Corporation, its successors and
assigns, a permanent sanitary sewer easement and right-of-way through

(CONTINUED)

over, under and across the following property situated in the City of Stillwater, County of Payne, State of Oklahoma, to-wit:

A tract of land lying in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 35, T-20-N, R-2-E, I.M., Payne County, Oklahoma, more particularly described as follows:

Beginning at a point on the West line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and 320.0 feet North of the Southwest corner thereof; thence N 0° 18' 45" W, along said West line, 108.73 feet; thence S 15° 53' 35" E, 74.65 feet; thence N 64° 28' 16" W, 38.95 feet to the point of beginning. Containing 0.04 acres, more or less..

with the right of ingress and egress to and from same, for the purpose of permitting said City of Stillwater, Oklahoma, to construct and maintain a sanitary sewer pipeline facility through, over, under, and across said property, together with all necessary and convenient appurtenances thereto, and to use and maintain the same, and of affording the said City of Stillwater, its officers, agents, employees, and all persons under contract with said City, the right to enter upon said premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said sanitary sewer pipeline facility, and for the further purpose of enabling the City of Stillwater, Oklahoma, to do any and all convenient things incident to such construction, operation, repairing and maintaining of said sanitary sewer pipeline facility.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for agricultural and other purposes. At no time shall the grantor 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 grantor, his (their)

(CONTINUED)

successors, heirs, or assigns, nor shall the grantor allow said easement to be encumbered in any way so that the City of Stillwater, Oklahoma, shall not be afforded access to said sanitary sewer pipeline and tributary connections at any and all times.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Stillwater, its successors and assigns, forever. In witness whereof, the parties hereto have duly executed this agreement.



JACKIE C. ROGERS

EVELYN A. ROGERS

STATE OF OKLAHOMA)

COUNTY OF PAYNE)

SS.

Before me, a Notary Public in and for said County and State, on this 28th day of August, 1979, personally appeared Jackie C. Rogers and Evelyn A. Rogers, H/W, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Notary Public

Commission expires

Oct. 15, 1980.

08178

Filed at 1:34 PM
Payne County Clerk JUL 09 1982
UTILITY EASEMENT

BOOK 592 PAGE 1094

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J. C. and Evelyn Rogers, for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable considerations, receipt of which are hereby acknowledged, do hereby for themselves, their heirs, executors, administrators, and assigns, grant and convey unto the CITY OF STILLWATER, OKLAHOMA, a municipal corporation, its successors and assigns, a permanent easement and right-of-way, through, over, under and across a tract of land situated in Payne County, State of Oklahoma, to-wit:

The South 10 feet of a tract of land in the NE/4, Section 35, T20N, R2E, I.M., Stillwater, Payne County, Oklahoma, more particularly described as follows: Beginning at the NW/corner of Lot 4, Block 24, Park View Estates, Section 5, a Subdivision in the NE/4, Section 35, T20N, R2E, I.M., City of Stillwater, Payne County, Oklahoma, thence N 70° 30' 24" W, 9.15' to a point of curvature; thence on a curve to the right of radius 535.20', 64.70' thence S 26° 31' 38" W, 125.16'; thence S 70° 30' 24" E, 90.0 feet to the southwest corner of said Lot 4; thence N 19° 29' 36" E on the west line of said Lot 4, 120.15' to the point of beginning.

AND

A 10 foot strip of land in the NE/4, Section 35, T20N, R2E, I.M., Stillwater, Oklahoma more particularly described as Beginning at the SW/corner of Lot 4, Block 24, Park View Estates, Section 5; thence N 70° 30' 24" W, 90'; thence S 26° 31' 38" W, 10.08'; thence S 70° 30' 24" E, 91.22'; thence N 19° 29' 36" E, 10' to the point of beginning.

with the right of ingress and egress to and from same, for the purpose of permitting said City of Stillwater, Oklahoma, to construct sewer, water, gas, electrical, or other utility lines thereon, through, over, under, and across said property, together with all necessary and convenient appurtenances thereto, and to use and maintain the same, and of affording the said City of Stillwater, its officers, agents, employees, and all persons under contract with said City, the right to enter upon said premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said sewer, water, gas, electrical or other utility lines, and for the further purpose of enabling the City of Stillwater, to do any and all convenient things incident to such construction, operating, repairing and maintaining of such sewer, water, gas, electrical, or other utility lines.

When Recorded Mail to
Name SAUNDERS
Address Box 1449
City Stillwater
State OK 74021

EXHIBIT "C"

Utility Easement -2-

BOOK 592 PAGE 1095

TO HAVE AND TO HOLD such easement and right-of-way unto the
said City of Stillwater, its successors and assigns, forever.

Dated this 23rd day of June, 1982

Jackie C. Rogers
J. C. Rogers
Evelyn A. Rogers
Evelyn Rogers

STATE OF OKLAHOMA }
COUNTY OF PAYNE } SS.

Before me, a Notary Public in and for said County and State, on
this 23rd day of June, 1982 personally appeared J. C. AND
EVELYN ROGERS, to me known to be the identical persons who executed the
within and foregoing instrument and acknowledged to me that they executed
the same as their free and voluntary act and deed for the uses and
purposes therein set forth.

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

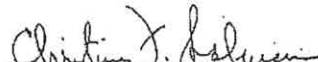


Shirley A. Barker
Notary Public

Expires: 9-24-1984

BOOK 592 PAGE 1096

NOW, on this 28th day of June, 1982, the
Board of Commissioners of the City of Stillwater, State of
Oklahoma, does hereby acknowledge, approve and accept the
foregoing Easement from the named Grantor herein, as Trustee
of the land for the public, and directs the Mayor and Clerk
to indicate the same by their signatures and seal of the City
of Stillwater, State of Oklahoma.


CHRISTINE F. SALMON
MAYOR, CITY OF STILLWATER




JOAN SKAGGS, ACTING CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 30th DAY OF

June, 1982.


LOWELL A. BARTO
CITY ATTORNEY
CITY OF STILLWATER



1108 0915

GENERAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Henry E. Wells, for, and in consideration of the sum of One dollar (\$1.00) cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby enter into this agreement on this 7th day of August, 1996. Whereas, the grantor hereby represents and warrants that it owns and have fee simple title to that certain parcel of real estate located in Payne County, Oklahoma, more particularly bounded and described as follows:

DOC NUMBER 96009225
BOOK 1108
PAGES 915 - 917
TIME 1:38:00
FEE 12.00
08/14/1996
Sherri Schieffer
Payne County Clerk
RECORDED AND FILED

A tract of land being a portion of the Northeast quarter, Section 35, Township 20 North, Range 2 east and being more particularly described as follows:

Commencing at the Southwest corner of the Northeast quarter, Section 35, Township 20 North, Range 2 East of the Indian Meridian; THENCE, North 01 degrees 06 minutes 23 seconds West, 1264.16 feet; THENCE, North 88 minutes 31 minutes 17 seconds East, a distance of 164.43 to the Point of Beginning; THENCE, North 02 degrees 23 minutes 27 seconds West, 185.01 feet; THENCE, 89 degrees 12 minutes 23 seconds East, a distance of 35.00 feet; THENCE, along a curve to the right having a radius of 509.02 feet and a length of 421.35 feet with a chord bearing of North 22 degrees 41 minutes 53 seconds East, and a chord length of 408.05 feet; THENCE, South 84 degrees 49 minutes 51 seconds East, a distance of 33.82 feet; THENCE, South 37 degrees 25 minutes 49 seconds East, a distance of 88.56 feet; THENCE, along a curve to the left having a radius of 535.20 feet and a length of 242.84 feet with a chord bearing of South 50 degrees 29 minutes 38 seconds East, and a chord distance of 240.73 feet; THENCE, South 26 degrees 31 minutes 46 seconds West, 125.00 feet; THENCE, South 70 degrees 20 minutes 59 seconds East, a distance of 387.25 feet; THENCE, South 64 degrees 44 minutes 32 seconds East, a distance of 137.72 feet; THENCE, South 35 degrees 51 minutes 40 seconds East, a distance of 208.96 feet; THENCE, South 51 degrees 13 minutes 37 seconds West, a distance of 97.10 feet; THENCE, South 73 degrees 32 minutes 10 seconds West, 300.01 feet; THENCE, North 44 degrees 45 minutes 26 seconds West, a distance of 228.55 feet; THENCE, North 70 degrees 57 minutes 31 seconds West, a distance of 363.42 feet; THENCE, South 89 degrees 18 minutes 50 seconds West, a distance of 145.58 feet to the Point of Beginning. Said tract containing 8.5754 acres more or less.

and further that the undersigned does hereby for himself, his heirs, executors, administrators and assigns, grant and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors, and assigns, a permanent general utility easement and right-of-way through, over, under, and across the following property situated in the City of Stillwater, Payne County, Oklahoma, to wit:

Beginning at the Northwest corner (NW/COR) of Parkview Estates, Section Nine, according to the recorded plat thereof; THENCE, South 36 degrees 27 minutes 26 seconds West, along the West line of said Parkview Estates, Section Nine, a distance of 153.84 feet to the Southwest corner (SW/COR) of said Parkview Estates, Section Nine; THENCE, South 58 degrees 24 minutes 36 seconds East, along the South line of Parkview Estates, Section Nine, a distance of 251.36' to the Southeast corner (SE/COR) of said Parkview Estates, Section Nine; THENCE, South 70 degrees 18 minutes 31 seconds East, along the South line of a tract of land recorded at Book 942 Page 851, a distance of 90.01 feet to the Southeast corner (SE/COR) of said tract recorded Book 942 Page 851; THENCE, South 19 degrees 41 minutes 29 seconds West, a distance of 10.00 feet; THENCE, North 70 degrees 18 minutes 31 seconds West, parallel with the South line of said tract recorded at Book 942 Page 851, a distance of 91.05 feet; THENCE, North 58 degrees 24 minutes 36 seconds West, parallel with the South line of said Parkview Estates, Section Nine, a distance

Gose and Associates
P.O. Box 2371
F:\00gose\432-09\document\432-09 Gen UE.doc

Stillwater, Oklahoma 74076

(405) 743-4907
Page 1 of 3

EXHIBIT "D"

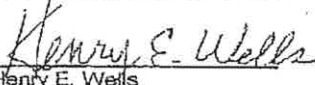
GENERAL EASEMENT (continued)

of 263.29 feet; THENCE, North 36 degrees 27 minutes 26 seconds East, parallel with the East line of said Parkview Estates, Section Nine, a distance of 167.48 feet to a point on the South right-of-way line of Marie Drive as recorded at Book 450 Pages 56 - 58; THENCE, along a curve to the left with a delta of 01 degrees 06 minutes 37 seconds, an arc distance of 10.37 feet, a radius of 535.20 feet, a chord bearing of South 38 degrees 11 minutes 35 seconds East, and a chord distance of 10.37 feet to POINT OF BEGINNING. Said tract of land contains 0.1167 acres more or less and is subject to all right-of-ways and easements of record.

with the right of ingress and egress to and from same, for the purpose of permitting the City of Stillwater, Oklahoma, its officers, agents, employees, and all persons under contract with said City, to construct and maintain sewer, water, gas, electrical, telephone, cable television, or other utility lines thereon, through, over, under, and across said property, together with all necessary and convenient appurtenances thereto, and to use and maintain the same, and of affording the said City of Stillwater, its officers, agents, employees, and all persons under contract with said City, the right to enter upon said premises for the purposes of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said sewer, water, gas, electrical, telephone, cable television, and, or other utility lines, and for the further purpose of enabling the City of Stillwater, to do any and all convenient things incident to such construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the property herein granted or described for commercial and other 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 grantor, his successors, heirs, or assigns.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Stillwater, its successors and assigns, forever. In witness hereof, the parties have duly executed this agreement.


Henry E. Wells

STATE OF OKLAHOMA)
COUNTY OF PAYNE) SS

Before me the undersigned, a Notary Public, in and for said County and State, on this 7th day of August, 1996, personally appeared Henry E. Wells to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires: July 20, 2000



1108 0917

GENERAL EASEMENT (continued)

NOW, on this 12th day of August, 1996, the Board of Commissioners 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 Grantors this delivered 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.



Marcy Alexander
City Clerk

Dave Hessel
~~Ferry Miller, Mayor~~
Dave Hessel
Vice-Mayor

Approved as to form and legality this 13th day of August, 1996.

Mary Ann Kams, Asst. City Attorney
Mary Ann Kams, City Attorney
City of Stillwater

ORDINANCE NO. 3496 - CORRECTED

A CORRECTED ORDINANCE CLOSING AN EASEMENT LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER PAYNE COUNTY, OKLAHOMA, ON PROPERTY LOCATED ON NORTH ROGERS DRIVE SOUTH OF RICHMOND, ADJACENT TO NORTH ROGERS DRIVE IN PARK VIEW ESTATES SECTION 10, AND REPEALING ALL ORDINANCES TO THE CONTRARY

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

SECTION I: The easement affecting the real property described as follows:

A part of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twenty (20) North, Range Two (2) East of the I.M., Payne County, Oklahoma, being more particularly described by Josh Powers on September 16, 2021, Licensed Professional Land Surveyor #1652, with a basis of bearing being the West line of the Northeast Quarter (NE/4) of said Section being South 00°52'01" East:

COMMENCING (P.O.C.) at the Northwest corner (NW/Cor) of the Northeast Quarter (NE/4) of said Section being a found 1/2" rebar;
THENCE South 00°52'01" East along the West line of the Northeast Quarter of said Section, a distance of 871.56 feet;
THENCE North 90°00'00" East, a distance of 215.50 feet to the East line of deed recorded at Book 1040, Page 994 filed in the office of the Payne County Clerk being the POINT OF BEGINNING (P.O.B.);
THENCE South 69°42'41" West along the East line of said Book 1040, Page 994, a distance of 56.67 feet (previously described as 56.60 feet) to a found 1/2" rebar;
THENCE North 65°17'19" West along the East line of said Book 1040, Page 994, a distance of 33.13 feet to a found 1/2" rebar;
THENCE South 24°42'41" West along the East line of said Book 1040, Page 994, a distance of 60.00 feet to a found 1/2" rebar;
THENCE South 65°17'19" East along the East line of said Book 1040, Page 994, a distance of 30.00 feet to a set 1/2" rebar with C.A. #6858 cap;
THENCE South 20°17'19" East along the east line of said Book 1040, Page 994, a distance of 61.73 feet (previously described as 61.60 feet) to a found 1/2" rebar;
THENCE northeasterly along a curve to the right having a radius of 579.02 feet, a chord bearing of North 24°31'58" East and a chord length of 143.73 feet, a distance of 144.10 feet to the POINT OF BEGINNING (P.O.B.).

CONTAINING 5,731 SQUARE FEET OR 0.13 ACRES, MORE OR LESS,

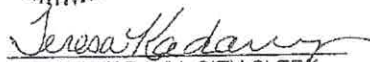
be and the same is hereby closed to the public. The City reserves the right to reopen this easement in the event it is needed in the future without the necessity to pay the owner or their successors for the reopening of this easement.

SECTION II: Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

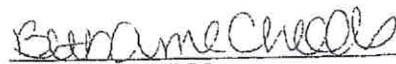
PASSED, APPROVED, AND ADOPTED THIS 3RD DAY OF OCTOBER, 2022.




WILLIAM H. JOYCE, MAYOR


TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 3RD DAY OF OCTOBER, 2022.


BETH ANNE CHILDS,
SPECIAL COUNSEL FOR THE CITY OF STILLWATER

First Reading: 7/11/2022
Second Reading: 7/18/2022
Corrected First Reading: 9/19/2022

EXHIBIT "E"

ORDINANCE NO. 3539

“AN ORDINANCE AMENDING STILLWATER CITY CODE OF ORDINANCES BY AMENDING CHAPTER 31, MUNICIPAL COURT, ARTICLE I, IN GENERAL, BY ADDING SECTION 31-40, ASSESSMENT OF MUNICIPAL COURT TECHNOLOGY FEE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.”

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

SECTION 1: That the Stillwater City Code, Chapter 31, Municipal Court, Article I, In General, Section 31-40, Assessment of Municipal Court Technology Fee, be amended as follows:

Sec. 31-40. Assessment of Municipal Court Technology Fee

A Municipal Court Technology Fee shall be and is hereby established in the amount of twenty dollars (\$20.00). The fee shall be in addition to and not in substitution for any and all costs, fees, fines or penalties otherwise provided for by law and assessed on every citation disposed of in the municipal court except parking citations, citations that are voided, declined for prosecution, dismissed without costs, or the defendant is acquitted.

The revenue generated by this fee shall be used solely and exclusively for the acquisition, operation, maintenance, repair, lease and replacement of hardware, software, peripheral technological equipment used in the operation, prosecution and administration of the municipal court of the city, which shall include, but is not limited to, computer hardware and software needs of the municipal court; audio, video and other electronic technologies to assist with the municipal court proceedings, maintenance of said municipal court electronics and the electronic ticket equipment, and supplies required by the Police Department to generate citations.

SECTION 2: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 3: 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 __ day of _____, 2024.

William H. Joyce, Mayor

(SEAL)
ATTEST:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

First Reading: 7/1/2024

Second Reading: