



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

AUGUST 5, 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 July 15, 2024 regular and executive session meeting minutes		
b.	Approve budget amendments reflecting receipt and appropriation of \$825 in federal grants to the Stillwater Public Library.	CC-24-102	Stacy Delano
c.	Acknowledge receipt of the Stillwater Public Library Trust report reflecting FY23 activities.	CC-24-103	Stacy Delano
d.	Approve appropriation of funds in the amount of \$5,880 to purchase books in accordance with the provisions of the Mabel M. King Endowment Fund and approve associated budget amendment	CC-24-104	Stacy Delano

e.	Approve compensation for the Municipal Judge at \$60,000 per year.		Christy Driskel
f.	Approve Rails to Trails Phase 1 budget amendments as the project was inadvertently omitted from the carry forward list that was approved by Council on July 15, 2024. Approval of budget amendments reappropriates \$1.5 million in expenditure and \$1.2 million in revenue.		Christy Cluck
g.	Reject all bids for Airport T-Hangar 2 Overlay and New Driveway Project due to bids being over the project budget.	CC-24-105	Travis Small
h.	Approve contract amendment with McFarland Architects in an amount not to exceed \$542,485, authorize the Mayor and City Manager to sign all documents related to McFarland's agreement for services and approve associated budget amendments.	CC-24-106	Kellie Reed
i.	Approve appropriation of funds to cover grant management services for terminal construction project. Funding is from fund balance of Airport Grant Funds.		Kellie Reed

4. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers prior to meetings.

5. Items Removed from the Consent Docket

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

6. General Orders

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

a.	Receive Henderson Golf Management FY24 Update and consider approval of the FY25 Operation and Maintenance	Christy Driskel, Michael Henderson
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	Agreement for Lakeside Memorial Golf Course.	
b.	Approve Amendment No.1 to the CMAR Agreement regarding a conversion from Interim Guaranteed Maximum Price (IGMP) to Guaranteed Maximum Price (GMP), authorize the City Manager to execute said Amendment No. 1 and approve associated budget amendments.	CC-24-107 Kellie Reed

7. Resolutions

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

a.	RESOLUTION NO. CC-2024-24: OFFICIAL BALLOT-A RESOLUTION OF THE CITY OF STILLWATER, OKLAHOMA CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE EXPIRING TERM OF AT-LARGE TRUSTEE REPRESENTING THE ENTIRE MEMBERSHIP.	Christy Driskel
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8. Ordinances

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

Second Read

a.	ORDINANCE NO. 3540: AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT TRACT 2 OF 1302 WEST LAKEVIEW ROAD AND 2323 NORTH GARFIELD STREET FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) TO TWO-FAMILY AND MULTI-FAMILY RESIDENTIAL (RTM).
b.	ORDINANCE NO. 3541: AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 1302 WEST LAKEVIEW ROAD TRACT 1; 1412 WEST LAKEVIEW ROAD; 1424 WEST LAKEVIEW ROAD; 1508 WEST LAKEVIEW ROAD; AND A TRACT OF LAND ON WEST LAKEVIEW ROAD BETWEEN 1508 AND 1412 WEST LAKEVIEW ROAD FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) TO COMMERCIAL SHOPPING (CS).
c.	ORDINANCE NO. 3542: AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 424 SOUTH HUSBAND STREET AND 212 WEST 5 TH AVENUE FROM TWO-FAMILY AND MULTI-FAMILY RESIDENTIAL (RTM) TO COMMERCIAL BUSINESS (CB).

9. Reports from Officers and Boards

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

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

10. Questions and Inquiries

11. Adjourn

On August 1, 2024 at 4:30 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

1. The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.
 - Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
 - Find meeting agendas and minutes online at [Agendas and Minutes](#)
 - Official minutes are archived in the City Clerk's office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JULY 12, 2024 AT 9:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JULY 15, 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 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. CONSENT DOCKET

- a. Approve July 1, 2024 regular meeting minutes
- b. Approve carry forward of budget appropriations from FY24 to FY25
- c. Approve award of Bid #34-2024 to B&L Heating and Air Conditioning, Inc. in the amount of \$340,000 and approve total project expenditures in the amount of \$374,000 to include a 10% contingency for the Municipal Building Rooftop Chiller Replacement; and authorize the City Manager to sign related documents
- d. Approve design amendment for Airport Road and Perkins Road Traffic Impact Analysis; approve associated budget amendment and authorize City Manager to sign related documents
- e. Approve budget amendments to accept final Community Development Block Grant 2023 Grant allocation of \$222,500 for the Stillwater Public Library fire sprinkler system.
- f. Award Bid #23-2024 to Hodges Farms and Dredging, LLC a unit price contract for the WTP Lagoon Dredging Project (Round 2) for the Base Bid with Bid Alternate No. 3 for a total bid amount of \$1,182,137.50; authorize construction expenditures of \$1,332,137.50, including \$150,000.00 for contingency; authorize the General Manager to sign related documents; and approve the budget amendment appropriating funds.
- g. Approve the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 for Stillwater Regional Airport terminal project for a total of \$18,592,300.
- h. Stillwater Museum Association, Inc. Quarterly Report

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE CONSENT DOCKET AS PRESENTED.

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

None.

6. PUBLIC HEARINGS

- a. Receive public comment regarding a request from Marilyn Shipman for a map amendment to rezone properties addressed as 424 S. Husband and 212 W. 5th Avenue from Two-Family and Multi-Family Residential (RTM) to Commercial Business (CB) district.

Associate City Planner Diana Hood reported that the applicant is requesting a review and approval of a map amendment to rezone the properties addressed as 424 S. Husband and 212 W. 5th Avenue. Both properties have a single-family residence. Ms. Hood stated that the applicant is requesting rezoning to Commercial Business in anticipation of selling the lots.

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

Planning Commission recommended approval 4-0.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTIES ADDRESSD AS 424 S. HUSBAND STREET AND 212 W 5TH AVENUE.

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

- b. Receive public comment regarding a request from OZSOL, LLC for a map amendment to rezone properties addressed as 1302 W. Lakeview Rd Tract 1, 1412 W Lakeview Rd, 1424 W Lakeview Rd, 1508 W Lakeview Rd, and an unaddressed tract of land on West Lakeview Road between 1508 and 1412 W. Lakeview Road from Small Lot Single Family Residential (RSS) to Commercial Shopping (CS).

City Planner Jacquelyn Porter stated that the applicant is requesting a review and approval of a map amendment to rezone the properties addressed and located at 1302 W. Lakeview Rd Tract 1, 1412 W. Lakeview Rd, 1424 W. Lakeview Rd, 1508 W. Lakeview Rd, and a tract of land on West Lakeview Road between 1508 and 1412 W. Lakeview Road. She reported that the property addressed as 1508 W. Lakeview Road has a single-family home and the other properties are vacant. The property addressed as 1412 West Lakeview Road is the only parcel that is platted and part of the Wood Crest Addition. The applicant is requesting rezoning to Commercial Shopping to allow for future commercial development.

Mayor Joyce opened the public hearing.

Aaron Ferguson, Bancroft Design, 923 S. Lowry, spoke on behalf of the applicant.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval 4-0.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTIES ADDRESSED AS 1302 W. LAKEVIEW RD TRACT 1, 1412 W. LAKEVIEW ROAD, 1424

W. LAKEVIEW ROAD, 1508 W. LAKEVIEW ROAD, AND A TRACT OF LAND ON WEST LAKEVIEW ROAD BETWEEN 1508 AND 1412 W. LAKEVIEW ROAD.

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

- c. Receive public comment regarding a request from OZSOL, LLC for a map amendment to rezone properties addressed as 1302 W Lakeview Rd Tract 2 and 2323 N Garfield St from Small Lot Single Family Residential (RSS) to Two-Family and Multi-Family Residential (RTM).

City Planner Jacquelyn Porter stated that the applicant is requesting a review and approval of a map amendment to rezone the properties addressed and located at 1302 West Lakeview Road, Tract 2, and 2323 North Garfield Street. She reported that the property addressed as 2323 N. Garfield Street has a single-family home with accessory structures on the parcel. The applicant is requesting rezoning to Two-Family and Multi-Family District to allow for future residential development.

Mayor Joyce opened the public hearing.

Aaron Ferguson, Bancroft Design, 923 S. Lowry, spoke on behalf of the applicant.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval 4-0.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTIES ADDRESSED AS TRACT 2 OF 1302 W. LAKEVIEW ROAD AND 2323 NORTH GARFIELD STREET.

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

7. RESOLUTIONS

- a. Resolution No. CC-2024-18: A resolution amending Resolution No. CC-2024-10 of the City Council to amend the duties of the Washington School Advisory Committee consistent with the intent of the formation of the committee

Mayor Joyce stated that this resolution adds additional language to clarify that what is wanted from the Washington School Advisory Committee is advice and comments on preserving the history of the Washington School building.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2024-18 AS PRESENTED.

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

- b. Resolution No. CC-2024-21: A resolution of the Stillwater City Council authorizing and approving the submission of an application for United States Department of Transportation Small Community Air Service Development Program Grant Funds for an expanded Marketing Program at Stillwater Regional Airport to increase passenger enplanements

City Attorney Kimberly Carnley reported that the United States Department of Transportation has a Small Community Air Service Development Grant Program that provides grant funds on a competitive basis to enhance community air service. Stillwater Regional Airport has identified an eligible project of an expanded marketing program directed at increasing passenger enplanements. This resolution approves the submission of a grant application for an amount not to exceed \$500,000 for the project. There is no cost share, but the grant monies are disbursed on a reimbursable basis.

Airport Director Kellie Reed answered Council's questions.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2024-21 AS PRESENTED.

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

- c. Resolution No. CC-2024-22: A resolution authorizing and approving the submission of an application for Fiscal Year 2025 Bipartisan Infrastructure Law (BIL) Airport Terminals Program (ATP) Funds administered by the Federal Aviation Administration for airport infrastructure improvements at Stillwater Regional Airport and approving the associated budget amendment for the required sponsor match

City Attorney Kimberly Carnley stated that this resolution approves a grant application for FY2025 FAA Airport Terminals Program (ATP) funds. She reported that there are couple of revisions to this resolution. After the agenda was posted, the airport director received guidance from the regional FAA representative that the airport may revise the application to include additional eligible project elements and as such the following changes are reflected in the updated resolution circulated this evening. Ms. Carnley stated that the eligible project elements have been revised to include a planned terminal access road and roundabout which required revisions to the total amount of grant funds and the local match. The new amount is not to exceed \$6 million and the required 5% sponsor match is \$300,000. She stated that approving this resolution as revised, approves the application, the required sponsor match and associated budget amendments and also authorizes the Mayor or Vice-Mayor to sign any necessary documents for such purpose.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2024-22 AS REVISED.

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

- d. Resolution No. CC-2024-23: A resolution notifying the public of the compiling and publishing of the Code Supplement No. 10 to the code of the City of Stillwater, Oklahoma

City Attorney Kimberly Carnley stated that this is a routine resolution stating that the public has been notified that the City has published and compiled Supplement No. 10 so any ordinances that have been passed by the City Council since Supplement No. 9 are now compiled and codified on the online code. This resolution confirms that the City has complied with State law requirements regarding codification of City codes.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2024-23 AS PRESENTED.

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

8. ORDINANCES

a. First Reading

Ordinance No. 3540: An ordinance rezoning tracts of land located at Tract 2 of 1302 West Lakeview Road and 2323 North Garfield Street from Small Lot Single-Family Residential (RSS) to Two-Family and Multi-Family Residential (RTM).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3540 TO SECOND READING AS PRESENTED.

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

Ordinance No. 3541: An ordinance rezoning tracts of land located at 1302 West Lakeview Road Tract 1; 1412 West Lakeview Road; 1424 West Lakeview Road; 1508 West Lakeview Road; and a Tract of Land on West Lakeview Road between 1508 and 1412 West Lakeview Road from Small Lot Single-Family Residential (RSS) to Commercial Shopping (CS).

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3541 TO SECOND READING AS PRESENTED.

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

Ordinance No. 3542: An ordinance rezoning tracts of land located at 424 South Husband Street and 212 West 5th Avenue from Two-Family and Multi-Family Residential (RTM) to Commercial Business (CB).

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3542 TO SECOND READING AS PRESENTED.

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

b. Second Reading

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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3539 AS PRESENTED.

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

9. APPOINTMENTS

a. Rural Water Advisory Board

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HARDIN TO APPOINT GREGG PICKENS TO THE RURAL WATER ADVISORY BOARD.

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

10. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney:
 - i. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Stillwater City Attorney Kimberly Carnley.
 - ii. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.
 - iii. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Municipal Judge Tanya Raun.
- b. Miscellaneous items from the City Manager:
 - City Manager Kimberly Meek congratulated the City's esteemed Finance Department upon receiving the top recognition for government accounting and financial reporting for the 42nd consecutive year. This achievement is the highest form of recognition in the area of governmental accounting and financial reporting from the Government Finance Officers Association of the United States and Canada. The exceptional financial reporting award recognizes the long-time commitment the City has with tax payers and the commitment of being good stewards with tax payer funds. Our Finance Department, led by Assistant City Manager and Finance Director Christy Cluck, have continued a phenomenal legacy of success and outstanding work.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin reminded residents to save the dates July 17-21 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, some will have sale racks located inside, and some will have both.
 - Councilor Clark announced that Stillwater Art Integration has developed the community's first utility box art program. This is a beautification, art inclusion, and graffiti abatement initiative. The contest is open to all students from Stillwater Public Schools, Meridian Technology, Oklahoma State University, and Northern Oklahoma College. All artwork must be submitted by Thursday, August 15, 2024, at 5:30 p.m. This year's artwork theme is "It's Electric," to celebrate and educate the community on the importance of electricity and energy saving efforts.
 - Councilor Clark also reminded residents that are looking for fresh produce, flowers, farm fresh eggs, homemade breads, canned goods, and more not to miss the Stillwater Farmers' Market on Wednesdays and Saturdays, from 8 a.m. to 1 p.m. at the Prairie Arts Center. Saturdays also feature "Porch Pop Up Shops," alongside the market, and the free Community Art Studio project from 10 a.m. to 12 p.m.
 - Councilor Hawkins announced that the Stillwater Police Department will host National Night Out on Tuesday, August 6, from 6 to 8 p.m. at Southern Woods Park. This is an annual community event to build and strengthen relations with

Stillwater families, friends, emergency responders and other organizations and businesses. There will be games, food and fun.

- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. EXECUTIVE SESSION

- a. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Attorney Kimberly Carnley.
- b. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.
- c. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Municipal Judge Tanya Raun.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 5:58 P.M.

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

Stillwater City Council meeting recessed at 5:58 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 5:59 p.m.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ENTER INTO EXECUTIVE SESSION AT 6:00 P.M.

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

13. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 7:52 P.M.

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

- a. No action was taken on this item.
- b. No action was taken on this item.
- c. No action was taken on this item.

14. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE JULY 15, 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 July 15, 2024 regular meeting of the Stillwater City Council adjourned at 7:52 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

DRAFT

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED JULY 12, 2024 AT 9:00 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
STILLWATER, OK 74074
JULY 15, 2024
6:00 P.M.**

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

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

Discussion was held regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Attorney Kimberly Carnley, pursuant to 25 O.S. §307 (B)(1).

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

Discussion was held regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Manager Kimberly Meek pursuant to 25 O.S. §307 (B)(1).

- c. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of Municipal Judge Tanya Raun.

Discussion was held regarding the employment, appointment, promotion, demotion, disciplining, or resignation of Municipal Judge Tanya Raun pursuant to 25 O.S. §307 (B)(1).

The Executive Session concluded at 7:52 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 5, 2024



Agenda Item:	3.b. CC-24-102
Previous/Related Action:	
Background/Issue:	The library received an \$824.68 eRate grant from the Oklahoma Department of Libraries for the purchase of networking equipment.
Proposal/Solution:	Approval of the attached budget amendments will allow the use of grant funds to better secure the library's patron network.
Financial Source/Impact:	The budget amendments reflect an increase to the federal grant revenue account by \$824.68 and a corresponding increase in the grant expenditure account.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and appropriation of \$824.68 in federal grants to the Stillwater Public Library.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

1. BA.grant.ERate.8.5.24.signed



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: 07/26/2024

Department: Library

Requested by: Stacy Delano, library director

Explanation:

REVENUE

The library received \$824.68 eRate grant from Oklahoma Department of Libraries for the purchase of networking equipment.

Increase:

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Library Administ / Federal Grnt Rev	1015510 - 43100	25LB01101	\$ 0	\$ 825	\$ 825
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

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

\$ 825

Reviewed by Department Manager:

[Signature]

Date: 07/26/2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes

☐ No

Date:

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

--Print on Yellow Paper--



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: 07/26/2024

Department: Library

Requested by: Stacy Delano, library director

Explanation:

EXPENDITURE
The library received \$824.68 eRate grant from Oklahoma Department of Libraries for the purchase of networking equipment.

Increase:

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Library Administ / Grant Expend	1015510 - 53045	25LB01101	\$ 0	\$ 825	\$ 825
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

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

\$ 825

Reviewed by Department Manager:

Date: 07/26/2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes

☐ No

Date:

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

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REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 5, 2024



Agenda Item:	3.c. CC-24-103
Previous/Related Action:	Report approved by the Stillwater Public Library Trust Board at its Regular meeting on July 10, 2024.
Background/Issue:	The Stillwater Public Library Trust was created by City Council, Library Board, and Friends of the Library for the purpose of forming a vehicle for the reception and administration of contributions for the benefit of the Stillwater Public Library. During FY23-24, the Trust received \$31,703.09 from 63 donors.
Proposal/Solution:	Acknowledging receipt of the attached report fulfills the reporting duties included in the 2009 amended Trust agreement.
Financial Source/Impact:	N/A
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to acknowledge receipt of the Stillwater Public Library Trust report reflecting FY23 activities.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Trust Annual Report 2023-2024 FINAL 7.25.24



**STILLWATER PUBLIC LIBRARY TRUST
ANNUAL REPORT
2023/24 FISCAL YEAR**

Financial Statement

During the 2023/24 fiscal year, there were **63** donations to the Stillwater Public Library Trust totaling **\$31,703.09**. As of June 30, 2024), the Trust Fund has a balance of **\$725,542.95**. The Mabel King Fund has a balance of **\$55,800.50**. Funds are managed by the Stillwater Public Library Trust Board with assistance from the City of Stillwater Finance Department.

During the 2023/24 fiscal year, **\$2857.25** was expended:

Centennial Activity Costs	\$2,235.82
Donor Recognition Installation	\$621.43

Activities Report

During the 2023/24 fiscal year, the Stillwater Public Library Trust Board met **7** times. Trust Board members were involved in the following activities during the year:

- 1) Managed investment of Trust funds in Certificates of Deposit and Vanguard Mutual and Money Market Funds;
- 2) Approved the Stillwater Public Library Trust Annual report for FY2022/23; and
- 3) Approved and expended Trust Projects for FY 2023/24 using the trailing 3-year average as of 6/30/23.

The regular meetings of the Stillwater Public Library Trust Board are held bimonthly, beginning in January on the second Wednesday of the month at 4:00 p.m. at the Stillwater Public Library. Members of the 2023-24 Trust Board included: Chair Sandeep Nabar, Vice-Chair Cynthia Francisco, and members Matt Hull, Holly Hartman, and new Library Board appointee, Sherryl Nelson.

Respectfully Submitted,

Executive Secretary
Naomi Brown

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 5, 2024



Agenda Item:	3.d. CC-24-104
Previous/Related Action:	
Background/Issue:	The Mabel M. King Endowment Fund provides interest distributions for the purchase of books for the Stillwater Public Library. The accumulated interest is \$5,880.
Proposal/Solution:	Use \$5880 to refurbish the adult history collection and to increase volumes in the multi-language and high interest-low vocabulary collections to meet the needs of the community.
Financial Source/Impact:	The budget amendment reflects an increase to the Mabel M. King Endowment Fund book expenditure account by \$5880.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Approve appropriation of funds to purchase books in accordance with the provisions of the Mabel M. King Endowment Fund and approve associated budget amendment
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Library Mabel King Endowment BA

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: 07/18/2024

Department: Library

Requested by: Stacy Delano

Explanation:

Expenditures:
 Appropriate funds to purchase books in accordance with the provisions of the Mabel M. King Endowment Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Books	6505510 - 52040		\$ 0	\$ 5,880	\$ 5,880
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 5,880

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Chuch

Date: 7-25-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 07/24/2024

Department: Transportation

Requested by: Michelle Wilhelm

Explanation:

Revenue:
Project 23TR08215 - Rails to Trails Phase I was inadvertently omitted from the carry forward list that was approved by Council on July 15, 2024.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Federal Grant Revenue	2154035 - 43100	23TR08215	\$ 0	\$ 1,200,000	\$ 1,200,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,200,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Ching Chich

Date: 7-25-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 07/24/2024

Department: Transportation

Requested by: Michelle Wilhelm

Explanation:

Expenditure:
Project 23TR08215 - Rails to Trails Phase I was inadvertently omitted from the carry forward list that was approved by Council on July 15, 2024.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Construction Contracts	2154035 - 54009	23TR08215	\$ 0	\$ 1,500,000	\$ 1,500,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Chuch

Date: 7-25-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 5, 2024



Agenda Item:

3.g. CC-24-105

Previous/Related Action:

- CC-23-112
- CC-24-17

Background/Issue:

- Over a period of time, the apron around Airport T-Hangar 2 has deteriorated.
- In order to prevent damage to client aircraft, SWO staff proposed an overlay for the apron along with a new driveway to provide separate access to the hangar (Project).

Proposal/Solution:

- Plans and bidding documents for the Project were prepared by Engineering Department staff.
- The Base Bid includes asphalt overlay, asphalt milling, drainage pipe, driveway, and grading work.
- The advertised documents include two additive alternate bids and a deductive alternate bid. These bid alternates were created in order to take advantage of any remaining budget after the base bid costs were satisfied.
 1. Additive Bid Alternate 1: two (2) concrete flumes to facilitate drainage down the length of the apron.
 2. Deductive Bid Alternate 1: removes asphalt overlay area in the event Additive Bid Alternate 1 work is awarded.
 3. Additive Bid Alternate 2: striping of the new asphalt overlay.
- The project was advertised for bids on June 8, 2024 and bids were opened on July 11, 2024. The bids are as follows:

Bidder	Base Bid	Additive Alternate Bid 1	Deductive Alternate Bid 1	Additive Alternate Bid 2
Haskell Lemon Group, LLC	\$345,574.20	\$91,264.80	-\$9,544.00	\$18,150.00

	• Staff has reviewed the single bid package received and recommends rejection of all bids due to the bid being over the project budget.
Financial Source/Impact:	Project funding from the City Capital Fund (105) in the amount of \$192,708.
Related Strategic Priority:	#4 CONNECTED SPACES #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to reject all bids for Airport T-Hangar 2 Overlay and New Driveway Project due to bids being over the project budget.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager
Attachments	
None	

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 5, 2024



Agenda Item:	3.h. CC-24-106
Previous/Related Action:	• As approved by City Council July of 2022, McFarland Architects completed the design of the new airport terminal building.
Background/Issue:	• As approved by Resolution CC-2024-16, the City of Stillwater applied for FAA funding for terminal construction and associated architectural and engineering support for FY2024.
Proposal/Solution:	• The funding for the airport terminal project will be divided out over a 3 year period; this will create the need for McFarland's agreements to be divided out and approved annually once funding amounts are identified and they can clearly determine the amount of work able to be completed. • As presented in Resolution CC-2024-16, the Airport applied for \$13,322,247 from the FAA and those funds are to be used for construction of the terminal and associated architectural and engineering fees. • McFarland has submitted proposals to complete year 1 tasks in the amount of \$542,485. The proposal includes AIA B201-2007 services including: 1. Construction Phase Services 2. Architectural, Structural, Civil 3. Mechanical, Plumbing, Fire Protection 4. Electrical including IT/AV/Security 5. Terminal Equipment- baggage handling equipment and passenger boarding bridge 6. Interior Design 7. Furniture, Furnishings and Equipment • Consultant, Monty Karns, has reviewed McFarland's proposal and prepared an Independent Engineering Fee Estimate (IEFE) and found McFarland's cost of services to be below his IEFE and acceptable.

Financial Source/Impact:	• FAA has awarded Stillwater Regional Airport \$13,322,247. This along with ODAA and City of Stillwater funds have been designated for this phase of the project and staff is requesting the funds be allocated as follows: \$542,485 to McFarland Architects.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve contract amendment with McFarland Architects in an amount not to exceed \$542,485, authorize the Mayor and City Manager to sign all documents related to McFarland's agreement for services and approve associated budget amendments.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. copiers_20240729_123341
2. Budget Amendments



**Summary of Professional A/E Services for the
Stillwater Regional Airport
Terminal Improvement Program
(Continuation 2022 and 2023 Agreements)**

July 15, 2024

Description of Services for 2024, 2025 and 2026

This document is provided to accompany the submission of Construction Phase Services agreements to update and expand current agreements between the City of Stillwater and McFarland Architects, P.C. The services are provided over multiple years and the fee is allocated into project years.

This phase of professional services details the services provided by the attached AIA Document G802-2017 which is the Amendment to the Professional Services Agreement – Amendment No. 006D .

These include:

1. Bidding and Negotiation Phase Services for the A/E Services, described in attached document Exhibit P.3.
2. Construction Phase Services of the Project, described in P.3.
3. Contract Administration Phase Services for the Furniture, Furnishings and Equipment for Terminal. Refer to Exhibit R.1 included in the 2023 Agreement approved by the City of Stillwater.
4. Program Management of the Olsson Engineers who are under contract with the City of Stillwater directly to provide professional services for the design of the parking, parking access road and the roundabout including design of the Public Utility Relocations. Olsson will also be providing Land Acquisition Services to obtain the land needed to construct the Roundabout.

Work outside of the A/E agreements as described include the following:

- A. Construction Manager at Risk (CMAR) for the Construction of the Terminal.
- B. Air Traffic Control Tower (ATCT) Architecture and Engineering
- C. ATCT Construction
- D. ATCT Site Infrastructure Professional Engineering Services
- E. ATCT Site Utility Expansion Design Fees and the Cost of Construction



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Stillwater Regional Airport Terminal
2020-10 West Airport Road
Stillwater, OK 74075

AGREEMENT INFORMATION:
Date: April 17, 2015

AMENDMENT INFORMATION:
Amendment Number: 006D

Date: July 15, 2024

OWNER: *(name and address)*
City of Stillwater
Stillwater Regional Airport
723 S. Lewis, P.O. Box 1449
Stillwater, OK 74076

ARCHITECT: *(name and address)*
McFarland Architects, P.C.
1924 S. Utica Ave., Suite 1216
Tulsa, OK 74104

The Owner and Architect amend the Agreement as follows:
Services for Architecture and Engineering for Terminal, described in Exhibit P.3.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
\$826,320 for the total fee, to be segmented as described in P.3.

The services are provided over multiple years and the fee is allocated into project years. The Architect and Engineers's fee will be available for each year following approval of that year's FAA funding. The Architect acknowledges and understands that the City of Stillwater is subject to the debt limitations of the Oklahoma Constitution. The Architect further acknowledges and agrees that this agreement extends over more than one fiscal year and pursuant to constitutional debt limitations there is no guarantee that funding will be available to service this Agreement after July 1, 2025. In the event that no appropriation is made that is sufficient to service this Agreement, then this Agreement shall be suspended except for the payment of Architect's invoices for which an appropriation has been made. The City of Stillwater shall notify the Architect in writing of any such non-appropriation of funds at the earliest possible date. Further, work under this Agreement shall not proceed in future fiscal years until a Notice to Proceed has been issued by the City of Stillwater.

The amount does not include:

- A. City of Stillwater reserves \$59,850 for KSA to provide Grant Administration for years 2024, 2025 and 2026.
- B. City of Stillwater reserves \$39,300 for Olsson professional engineering service to provide construction administration for the terminal parking, parking access road and utilities.
- C. City of Stillwater Reserves \$9,200 for Olsson to obtain a consultant for the Land Acquisition for the Roundabout.

Schedule Adjustment:
30 months from date of signed agreement.

SUBMITTED BY: McFarland Architects, P.C.

Connie S. McFarland
(Signature)

Connie S. McFarland, President
(Printed name and title)

7/15/24
(Date)

AGREED TO: City of Stillwater

(Signature)

Kimberly Carnley, City Attorney
(Printed name and title)

(Date)

(Signature)

Kimberly Meek, City Manager
(Printed name and title)

(Date)

(Signature)

Will Joyce, Mayor
(Printed name and title)

(Date)

Exhibit P.3
Scope of Service for Construction Documents
Stillwater Regional Airport Terminal

- P.3.1 The terms of this service are defined in Scope of Architects Basic Services AIA B201-2007 – Article 2.
- P.3.2 Services described in paragraph 2.5 Bidding and Negotiation and 2.6 Construction Phase Services will be completed with this scope.
- P.3.3 Included in this agreement is the program management of Site Development Phases which are documented with Olsson. This includes Construction Phase Services for parking, parking access road, roundabout and utilities. Olsson work is performed under agreement directly with the City of Stillwater.
- P.3.4 AIA B201-2007 Services include.
- 3.4.1 Architectural
 - 3.4.2 Structural
 - 3.4.3 Civil
 - 3.4.4 Mechanical
 - 3.4.5 Plumbing
 - 3.4.6 Fire Protection
 - 3.4.7 Electrical Including IT/AV/Security
 - 3.4.8 Terminal Equipment – Baggage Handling Equipment and Passenger Boarding Bridge
 - 3.4.9 Interior Design
 - 3.4.10 Furniture, Furnishing and Equipment

Exhibit P.3 B201-2007 – Cost Basis Table For Multi-Year Contract

Construction Phase Services

Consultant/Discipline	Total Fees
McFarland Architects, P.C/Architect	\$560,800
Wallace/Structural	\$25,380
Parkhill	\$200,140
Reimbursable Expense	\$40,000
TOTAL COST Construction Phase Services	\$826,320

Segmented By FFY

2024 – Phase One: Terminal and Site	\$542,485
2025 – PBB, BHS, FFE (Phase One Continued)	\$177,635
2026 – PBB, BHS, FFE (Phase One Completed)	\$106,200
Total	\$826,320

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: 07/30/2024

Department: Airport

Explanation:

Expenditures:
Appropriate funds to cover McFarland Architects' contract for terminal construction project. Funding transferred from City Capital Fund's fund balance to Airport Grants Fund.

Requested by: Kellie Reed

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Transfer out to Airport Grant Fund	1050000 - 71000		\$ 0	\$ 542,485	\$ 542,485
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 542,485

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Clay Clark

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 07/30/2024

Department: Airport

Explanation:

Revenue:
Appropriate funds to cover McFarland Architects' contract for terminal construction project. Funding transferred from City Capital Fund's fund balance to Airport Grants Fund.

Requested by: Kellie Reed

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Transfer In from City Capital Fund	8200000 - 61000		\$ 0	\$ 542,485	\$ 542,485
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 542,485

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Clay Clark

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes ☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2025

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

Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditure:
Appropriate funds to cover McFarland Architects' contract for terminal construction project. Funding transferred from City Capital Fund's fund balance to Airport Grants Fund.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Terminal Project	8207010 - 54009	25AP03820	\$ 0	\$ 542,485	\$ 542,485
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 542,485

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Clay Clark

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes

☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation: Expenditure:
Appropriate funds to cover grant management services for terminal construction project. Funding from fund balance of Airport Grants Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Terminal Project	8207010 - 54009	25AP03820	\$ 0	\$ 19,950	\$ 19,950
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 19,950

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Ching Ching

Date: 7-30-24

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--

**OPERATION/MAINTENANCE AGREEMENT
FOR
LAKESIDE MEMORIAL GOLF COURSE**

THIS AGREEMENT, entered into this 10th day of July, 2024 for the management and operation of Lakeside Memorial Golf Course between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as "Stillwater" and Henderson Golf Management, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as "Henderson Golf".

WITNESSETH:

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

WHEREAS, Henderson Golf Management, LLC is a limited liability company established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Stillwater is the record owner of a parcel of land and buildings located at 5201 North Washington Street, Stillwater, Oklahoma commonly known as "Lakeside Memorial Golf Course" (hereinafter referred to as "Lakeside"); and

WHEREAS, it is the intention of Stillwater and Henderson Golf to enter into an agreement whereby Henderson Golf will operate and maintain Lakeside Memorial Golf Course.

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

**ARTICLE I
SCOPE, POSSESSION, TERM, DEBT LIMITATION**

1.1 SCOPE – OPERATION & MAINTENANCE

Henderson Golf shall operate and maintain Lakeside in accordance with the terms and conditions set forth in this Agreement and any executed amendment thereto.

1.2 POSSESSION

Stillwater shall deliver possession of Lakeside, including the clubhouse, a residential structure, and all out buildings to Henderson Golf. Henderson Golf shall have the right to utilize said facilities and equipment to execute its obligations set forth in this Agreement during the term thereof. Henderson Golf acknowledges that this Agreement is not a lease and that its right to possession and use of said facilities is limited by the terms of this Agreement.

1.3 TERM

This Agreement shall commence on September 1, 2024 and expire on June 30, 2025 unless earlier terminated as set forth herein. This Agreement may be extended for two (2) additional one-year terms by written agreement of the parties prior to expiration of the then current term. Each additional term shall correspond with Stillwater's fiscal calendar year as follows:

Optional Extension Year Two Term: July 1, 2025 through June 30, 2026

Optional Extension Year Three Term: July 1, 2026 through June 30, 2027

Any option to extend this Agreement must be made in writing and signed by the City of Stillwater.

1.4 DEBT LIMITATION

Henderson Golf acknowledges that any monetary obligation assumed by Stillwater after June 30, 2025 is subject to the debt limitation(s) set forth in the Oklahoma Constitution. Henderson Golf acknowledges that this Agreement extends beyond one or more fiscal years and pursuant to constitutional debt limitations there is no guarantee that funding will be available to service this agreement after June 30, 2025. In the event that no appropriation is made that is sufficient to service this agreement, then this agreement shall be null and void. The City of Stillwater shall notify Henderson Golf in writing of any such non-allocation of funds at the earliest possible date.

ARTICLE II

OPERATION OF LAKESIDE BY HENDERSON GOLF

2.1 NAMING & LOGO

The name and logo of Lakeside shall remain unchanged. The official name of Lakeside shall continue to be **Lakeside Memorial Golf Course**. Nothing in this Agreement shall be construed as creating or assigning any naming rights or logo design rights to Henderson Golf. However, Henderson Golf may at its option choose to add language to promotional and informational materials to indicate or announce that the course is "**operated by Henderson Golf**". Any proposals by Henderson Golf to add such language are subject to the prior written approval of the Stillwater City Manager and if approved, added language shall appear in publications and materials below the official name of the golf course and in a type and size smaller than the official name of the golf course.

2.2 UTILITIES

Henderson Golf is solely responsible for all utilities, including but not limited to water, gas, and electricity, necessary to operate Lakeside on a daily basis. Provided however that Stillwater shall provide supplemental water to Henderson Golf in times of drought as set forth in Paragraph 3.3 of this Agreement.

2.3 TELEPHONE & INFORMATION TECHNOLOGY ("IT")

Stillwater shall continue to provide at no expense to Henderson Golf the current telephone and IT systems that are in place at Lakeside. Telephone and IT are to be used by Henderson Golf solely for matters necessary to the operation of Lakeside. Stillwater reserves the right to revoke these services if it at any time it deems that telephone and/or IT are being used for any purpose other than those specifically provided for herein. A schedule of telephone and IT equipment provided for Henderson Golf's use pursuant to this Agreement is attached as Exhibit A. The equipment in this paragraph is provided for Henderson Golf's use in operation of Lakeside only and nothing in this paragraph shall be construed as a transfer of ownership or title.

2.4 SECURITY

Henderson Golf is solely responsible for security at Lakeside including any costs thereof. Henderson Golf shall provide sufficient lighting and security personnel during off-hours. Henderson Golf may designate an authorized representative to reside in the residential structure located on Lakeside property in order to meet the security personnel requirement.

2.5 GOLF RATES, FEES, & SPECIALS

Henderson Golf shall in collaboration with Stillwater City Manager set the rates and fees for all activities and services at Lakeside. All rates and fees charged shall be consistent with those rates and fees charged by other municipal golf courses in Oklahoma. In establishing rates and fees, Henderson Golf may also take into consideration the rates and fees being charged by other golf courses in Stillwater, Oklahoma. A schedule of base and/or seasonal rates and fees shall be created once approved by both parties.

Henderson Golf may at its discretion offer specials, discounts, or coupons to various groups in order to increase rounds of golf played at Lakeside provided that any specials shall be offered and executed in a non-discriminatory manner.

2.6 MARKETING & PROMOTIONS

Henderson Golf shall be responsible for marketing and promotion of Lakeside through various media sources including but not limited to the official website, email, social media, and print media. The official website for Lakeside shall continue to be www.stillwatergolf.org. Henderson Golf shall submit updates and content recommendations for the official website to Stillwater for approval and publishing.

2.7 GOLF PROGRAMMING

Henderson Golf shall provide at a minimum golf programming as follows: junior or youth golf programs, tournaments, golf pro instruction, player development programs and instruction, league play, and management of daily play.

2.8 GOLF SCHOLARSHIP PROGRAM

Henderson Golf shall continue the Golf Scholarship Program that is currently in place at Lakeside. Henderson Golf shall identify recipients and offer scholarships to increase access to golf programs by underprivileged and low-income youth or junior golfers.

2.9 STILLWATER PUBLIC SCHOOL GOLF PROGRAMS

Henderson Golf shall continue to work in collaboration with Stillwater and Stillwater public schools to offer Lakeside facility and course privileges to Stillwater public school golf teams.

2.10 PRO-SHOP SALES

Henderson Golf shall be solely responsible for operation of the pro-shop during the term of this Agreement including but not limited to pricing, ordering inventory, retail sales and sales tax compliance. Henderson Golf is required to comply with all relevant state laws and city ordinances in operation of the pro-shop. Henderson Golf shall provide Stillwater a copy of its valid Oklahoma sales tax permit.

2.11 CLUBHOUSE FOOD & BEVERAGE

Henderson Golf shall be solely responsible for clubhouse food and beverage operations during the term of this Agreement including but not limited to pricing, ordering inventory, sales and sales tax compliance. Henderson Golf is solely responsible for all expenses related to Clubhouse food and beverage. Stillwater shall have no financial obligation for food and beverage orders or purchases during the term of this Agreement. Henderson Golf is required to comply with all relevant state laws and city ordinances in connection with clubhouse food and beverage operations. Henderson Golf shall provide Stillwater a copy of its valid Oklahoma sales tax permit and Payne County health inspection report.

Henderson Golf may at its option explore opportunities to expand the current food and beverage offerings at Lakeside. Any proposals to expand food and beverage services offered including but not limited to the option to offer a full-service bar including high point beer and/or liquor requires prior written approval of Stillwater.

Henderson Golf may contract with third-parties to offer clubhouse food and beverage services. Contracts with third-parties are subject to the prior written approval of Stillwater.

2.12 LICENSING & PERMIT COMPLIANCE

Henderson Golf shall at its own expense secure all necessary licensing and permitting required to operate Lakeside and all of its facilities and ancillary activities such as retail, food and beverage, and beer and alcohol sales. All required permits and licensing shall be in place and effective as of September 1, 2024.

2.13 TRACKING OF LAKESIDE STATISTICS

Henderson Golf shall track statistics including but not limited to rounds of golf played, tournament and league participation, and demographic data. Henderson Golf shall provide this information to Stillwater upon request.

ARTICLE III MAINTENANCE OF LAKESIDE BY HENDERSON GOLF

For purposes of this Article "Facilities" shall mean any buildings or other city-owned structures or assets. "Golf Course" shall mean the grounds where the game of golf is played, comprised of a series of holes, each consisting of a teeing ground, a fairway, the rough and other hazards, and a green with a flagstick and hole.

3.1 FACILITIES MAINTENANCE

Henderson Golf shall maintain Lakeside facilities during the term of this Agreement at a high level and in a manner that Lakeside is returned in the same or better condition as it was as of the commencement of this Agreement. Henderson Golf shall be responsible for all regular custodial cleaning of all Lakeside facilities.

Henderson Golf shall be responsible for routine maintenance items including but not limited to painting, light bulb replacement as needed, and minor plumbing issues (e.g. clogged pipes).

Stillwater shall be responsible for major repairs of city-owned buildings and assets including repairs of structural or roof issues on buildings, any major plumbing and electrical issues requiring installation and/or re-routing of pipes or wiring, and any major appliance repairs or replacement. Major repairs shall be defined as required repairs costing more than \$1,500.

3.2 GOLF COURSE MAINTENANCE

Henderson Golf shall maintain Lakeside grounds during the term of this Agreement at a high level and in a manner that Lakeside is returned in the same or better condition as it was as of the commencement of this Agreement.

Acknowledgement of Present Condition of the Golf Course

The parties to this Agreement understand and acknowledge that Stillwater has a significant investment and interest in maintaining the present condition of the golf course. The parties to this Agreement have inspected and assessed the present condition of Lakeside golf course. Henderson Golf acknowledges and warrants that it has inspected the present condition of the course and understands that it is responsible for returning the golf course grounds in the same or better condition at the end of the term of this Agreement.

Maintenance Requirements

Henderson Golf shall maintain the golf course in accordance with Exhibit D. Henderson Golf shall ensure the golf course is maintained at a high level at all times to ensure safe playing conditions and that the present condition of the course remains or improves.

GCSAA Class "A" Superintendent Required

Henderson Golf shall employ a Superintendent who shall professionally manage all aspects of caring for the turfgrass and all landscaped grounds of the golf course. The superintendent shall be a member of the Golf Course Superintendents Association of America (GCSAA) and shall hold a valid and current Class "A" designation.

3.3 WATER

Henderson shall pay for all water used in maintenance and operation of the golf course grounds. Stillwater shall provide supplemental water at no additional cost to Henderson Golf during times of drought. For purposes of this Agreement, it will be deemed to be a "drought" when the holding pond water level drops below the effective level of the intake for the irrigation pumps.

ARTICLE IV COMPENSATION

4.1 COMPENSATION

Stillwater shall pay Henderson Golf an annual sum of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for operation and maintenance of Lakeside. Stillwater shall pay this amount in monthly payments in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) payable to Henderson Golf Management, LLC. This paragraph is expressly subject to the debt limitation(s) set forth in the Oklahoma Constitution as set forth in Paragraph 1.4 of the Agreement.

4.2 REPORTING

Henderson Golf shall submit an annual financial report to the City Council during a regular City Council Meeting on a form mutually agreed upon and approved by City Council no later than December 31, 2024. Said annual report shall be due on or before December 31, 2024, or December 31 of any exercised optional extension term, and shall, at minimum, contain the following details:

- a. Operating expenses;
- b. Revenue;
- c. Capital improvement expenditures and end of fiscal year balance in the capital improvement fund;
- d. Participant involvement;
- e. Problem resolution; and
- f. Goals for next fiscal year

4.3 REVENUE SHARING

Henderson Golf shall pay Stillwater a percentage of the revenues earned for operation of Lakeside based on Table 4.2A below. Revenue sharing applies for each year in which Henderson Golf's gross revenue exceeds \$900,000. This includes all gross revenues earned for operation of the golf course, clubhouse, pro shop, food and beverage, and any professional services rendered in connection with this Agreement. Henderson Golf shall retain all accounting records related to the operation of Lakeside for the duration of this Agreement and Stillwater shall have the right to audit such records at any time pursuant to Paragraph 5.2. The revenue sharing provided for under this provision shall be distributed on an annual basis prior to the end of the fiscal year.

**TABLE 4.2A
REVENUE SHARING**

Gross Annual Revenue	Percentage of Revenue due to City of Stillwater
\$900,001 – \$1,000,000	3%
\$1,000,001 – \$1,250,000	5%
\$1,250,001 and above	10%

4.4 NO MINIMUM REVENUE GUARANTEE

Henderson Golf acknowledges and understands that there is no minimum revenue guarantee for the operation and maintenance of Lakeside. Stillwater shall have no obligation under any circumstance to make any payments to Henderson Golf above and beyond what is provided for here in Article IV.

ARTICLE V GENERAL PROVISIONS

5.1 PERSONNEL

Henderson Golf shall provide all administrative, instructional, and custodial personnel necessary to provide the programs authorized under this agreement. Said personnel shall be under the exclusive direction and control of Henderson Golf, and shall not be considered employees or agents of Stillwater under any circumstance. Any and all volunteers participating in programs authorized by this agreement shall likewise be considered under the exclusive direction and control of Henderson Golf and not employees or agents of Stillwater under any circumstance. Henderson Golf shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager. Henderson Golf shall be an equal opportunity employer and shall not discriminate on the basis of race, color, religion, sex, national origin, age, marital or veteran's status, political affiliation, handicapped status, or any other legally protected status.

5.2 AUDIT, PUBLIC DISCLOSURE LAW COMPLIANCE

Stillwater shall have the right to audit all financial records kept by Henderson Golf pertaining to the operation of Lakeside upon written notice. Henderson Golf shall make said records available for audit purposes as authorized herein within a reasonable time of receipt of such request. Henderson Golf acknowledges that Lakeside is a public facility and that the records thereof are subject to public disclosure in accordance with the Oklahoma Open Records Act, 51 O.S. 24.A.1, *et seq.* Should Henderson Golf elect to hold public forums or organize a board or committee to advise on programming or operations, said gathering or entity shall be conducted in accordance with the Oklahoma Open Meetings Act, 25 O.S. §301, *et seq.*

5.3 ENTRY

Stillwater shall have the right to enter Lakeside at any time, after reasonable notice to Henderson Golf, for purposes of inspection, maintenance, repair, or to make alterations. In emergency situations right of entry is immediate.

5.4 INSURANCE & INDEMNITY

Henderson Golf shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and shall name the City of Stillwater, its officers, employees, and agents, as additional insured in such amounts, during the term of this agreement.

Henderson Golf further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional act or negligence of Henderson Golf officers, employees or agents while conducting operations authorized herein in or upon the premises, facilities, or buildings during the term of this agreement.

In addition to the foregoing, Henderson Golf shall maintain Workers' Compensation insurance in the statutory amounts.

Henderson Golf shall provide proof of all insurance coverage mandated by this agreement to the City Manager before entering onto Lakeside under this Agreement and shall thereafter provide such proof to the City Manager during the term of this agreement upon request.

STILLWATER DOES NOT PROVIDE ANY INSURANCE COVERAGE TO OR ON BEHALF OF

HENDERSON GOLF UNDER THIS AGREEMENT AND SHALL NOT BE LIABLE TO HENDERSON GOLF OR ANY THIRD PARTY FOR LOSS OR DAMAGE RESULTING FROM ANY ACTIVITY UNDER THIS AGREEMENT.

5.5 SIGNS

Henderson Golf shall not affix nor otherwise place any sign on the exterior portion of the premises and/or buildings without first obtaining written consent from Stillwater. Stillwater may refuse consent to any proposed signage that is in Stillwater's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the premises and building. Henderson Golf shall repair all damage to the premises and building resulting from the attachment or removal of signs installed by Henderson Golf. Nothing in this provision shall be construed to prohibit Henderson Golf from utilizing existing signage and banner locations and altering the text and or symbols thereon as long as such alterations are specifically for the purposes as set forth herein.

5.6 DEFAULT

In the event Henderson Golf should default in the performance of any obligation hereunder on its part to be performed, Stillwater agrees to give Henderson Golf fifteen (15) days notice in writing of such default. Upon receipt of written notice of such default, Henderson Golf will work with Stillwater in good faith to correct issues that have caused said default and Henderson Golf shall have a period of thirty (30) days to take appropriate corrective action(s). In the event Henderson Golf shall fail to cure any default within the time allowed under this paragraph, Stillwater may terminate this agreement as set forth in Section 5.12 herein below, and if possession of the building and premises are not surrendered, Stillwater may enter said premises and remove Henderson Golf 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 Henderson Golf default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

5.7 ASSIGNMENT OR SUBLEASE

Henderson Golf may not assign this Agreement or sublet any portion of Lakeside, or grant any concession or license within Lakeside, without the prior written consent of the Stillwater. Any such assignment or subletting without such written consent shall be void, and Stillwater shall have the option in such event to terminate this Agreement.

5.8 NOTICE

Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

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

Henderson Golf: Henderson Golf Management, LLC
4001 Fairfax Drive
Edmond, OK 73034

5.9 WAIVER

No waiver of any default of Stillwater or Henderson Golf 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 Henderson Golf shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

5.10 HEADINGS

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

5.11 GOVERNING LAW

5.12 TERMINATION

This agreement is expressly terminable by either party providing sixty (60) days written notice to the other.

5.13 EMERGENCY ENTRY

The Stillwater City Manager shall have the right to enter the premises and assume operational control of Lakeside without notice at any time the City Manager deems Lakeside facilities or golf course grounds have been damaged or are in imminent danger of being damaged or destroyed, irrespective of what or who caused the damage or imminent danger of damage.

5.14 NON-DISCRIMINATION

Henderson Golf shall manage its operations in accordance with all federal and state anti-discrimination statutes and laws and shall not deny access to any person based on race, ethnicity, national origin, gender, familial status, age, disability or any other protected status.

5.15 SURRENDER OF THE PREMISES

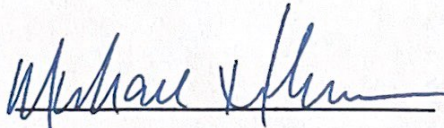
At the expiration of the Term of the Agreement or other termination of this Agreement, Henderson Golf shall quit and surrender the premises and any city-owned assets in as good a state and condition as at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Any equipment that Henderson Golf purchased during the term of this Agreement for Lakeside may be removed at the option of Henderson Golf.

5.16 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 Henderson Golf.

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

HENDERSON GOLF MANAGEMENT, LLC



By: Michael Henderson, Managing Member

State of Oklahoma)
) ss
County of Oklahoma)

Subscribed and sworn to me before this 10th day of July, 2024 by



Rylee Light
Notary Public

(seal)
My Commission Expires: 15 Sept 2026
My Commission Number: 22012526
☐

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

ATTEST:
(seal)

Teresa Kadavy, City Clerk

Approved as to form and content this day of , 2024.

Kimberly Camley, City Attorney

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 5, 2024



Agenda Item:	6.b. CC-24-107
Previous/Related Action:	• October 2, 2023: Approved the selection of Lippert Brothers, Inc. as Construction Manager at Risk (CMAR) to provide services for the remaining design, bidding, and construction of the new terminal building, parking, and parking access development at Stillwater Regional Airport. • July 15, 2024: Approved the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 for Stillwater Regional Airport terminal project Guaranteed Maximum Price (GMP) for a total of \$18,592,300.
Background/Issue:	• On May 9, 2024, CMAR completed review and investigation into all bids received and concluded bid results were \$2,151,001 lower than the Interim Guaranteed Maximum Price (IGMP) amount of \$20,773,425. • The City entered into a Construction Manager At Risk (CMAR) agreement with Lippert Brothers, Inc. on June 17, 2024 for the construction of the Stillwater Regional Airport terminal building and improvements, in accordance with the Oklahoma Construction Manager Act for Political Subdivisions, 61 O.S. 215-221. • 61 O.S. 217, D.4, provides, in part: "Once the bids are accepted by the construction manager and awards made by the subdivision and the subdivision indicates its bonding preference, as noted below, but before written agreements are executed, the construction manager will prepare a guaranteed maximum price (GMP) for the project or relevant portion of the work, as an amendment to the contract." • A portion of work, identified as "Bid Package 1" has been awarded by the City and the CMAR has been entering into written agreements with subcontractors and suppliers as approved by City Council on July 15, 2024.
Proposal/Solution:	The parties agree that the GMP for the portion of the work including both pre-construction services and Bid Package #1 is \$18,622,424 and amendment to the Original CMAR Agreement

	from IGMP to GMP is needed (Amendment No. 1).																								
Financial Source/Impact:	CMAR services will be funded through FAA, ODAA and City of Stillwater funds for the terminal development project. Summary of funding is as follows: <table> <tr> <td>Federal Grants</td><td>\$13,322,247</td></tr> <tr> <td>State Grant</td><td>1,000,000</td></tr> <tr> <td>Local Funds:</td><td></td></tr> <tr> <td> City General Fund</td><td>1,240,116</td></tr> <tr> <td> City Capital Fund</td><td>131,572</td></tr> <tr> <td> Airport Operating Fund - Corporate Hangar Project</td><td>500,000</td></tr> <tr> <td> Airport Operating Fund - Maintenance Building</td><td>372,418</td></tr> <tr> <td> Airport Reserve Fund</td><td>750,000</td></tr> <tr> <td> Airport Grants Fund</td><td>58,856</td></tr> <tr> <td> Previously Appropriated</td><td><u>1,217,091</u></td></tr> <tr> <td>Grant Match</td><td></td></tr> <tr> <td>Total GMP - Bid Package #1</td><td>\$18,592,300</td></tr> </table>	Federal Grants	\$13,322,247	State Grant	1,000,000	Local Funds:		City General Fund	1,240,116	City Capital Fund	131,572	Airport Operating Fund - Corporate Hangar Project	500,000	Airport Operating Fund - Maintenance Building	372,418	Airport Reserve Fund	750,000	Airport Grants Fund	58,856	Previously Appropriated	<u>1,217,091</u>	Grant Match		Total GMP - Bid Package #1	\$18,592,300
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Total GMP - Bid Package #1	\$18,592,300																								
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT																								
Recommended Action/Motion:	Motion to approve Amendment No.1 to the CMAR Agreement regarding a conversion from Interim Guaranteed Maximum Price (IGMP) to Guaranteed Maximum Price (GMP), authorize the City Manager to execute said Amendment No. 1 upon approval of all bonds and release of all applicable grant funds, and approve associated budget amendments.																								
Prepared By:	Kellie Reed, Airport Director																								
Reviewed By:	Kellie Reed Christy Cluck																								
Submitted By:	Kimberly Meek, City Manager																								

Attachments

1. Amendment #1 - Exhibit C-1 - signed by LBI
2. Stillwater Airport Terminal Building & Improvements - Revised Bid Recommendations corrected pre-con total
3. Budget Amendments Related to Appropriation of Grant Awards
4. Budget Amendments Related to Appropriation of Local Funds

**AMENDMENT TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES**

Amendment No. 1

1. Background Data:

- a. Effective Date of Owner-CMAR Agreement: June 17, 2024
- b. Owner: City of Stillwater, Oklahoma
- c. CMAR: Lippert Bros., Inc.
- d. Project: Stillwater Airport Terminal Building and Improvements

2. Background Information:

- a. The contract identified above (“Original Agreement”) was executed as a construction manager at risk contract in accordance with the Oklahoma Construction Management Act for Political Subdivisions, 61 O.S. 215-221.
- b. 61 O.S. 217, D.4, provides, in part: “Once the bids are accepted by the construction manager and awards made by the subdivision and the subdivision indicates its bonding preference, as noted below, but before written agreements are executed, the construction manager will prepare a guaranteed maximum price (GMP) for the project or relevant portion of the work, as an amendment to the contract.”
- c. A portion of work, identified as “Bid Package 1” has been awarded by the Owner and the CMAR is prepared to enter into written agreements with subcontractors and suppliers.

3. Amendment:

- a. The “Original Agreement” is amended as follows: The parties agree that the Guaranteed Maximum Price for the portion of the work include Pre-Construction Services and Bid Package #1 is \$18,622,424.00, as detailed in Exhibit C-1 to this Amendment No. 1 Exhibit C-1 shall become Exhibit C-1 to the Original Agreement.

4. Entirety of Agreement: Except as amended herein and pursuant to all other properly executed amendments, the terms and provisions of the Original Agreement continue in full force and effect.

5. Effective Date: The Amendment No. 1 is effective upon signature of both parties.

EXHIBIT C-1

TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
LUMP SUM PRICE, PARTIAL CONVERSION

Stillwater Airport Terminal Building and Improvements

**Summary of Partial Lump Sum
Partial Conversion Through Work Package 1**

Preconstruction Services

Preconstruction Services	<u>\$30,124.00</u>	\$30,124.00
Cost of Direct Project Support	\$1,085,650.00	
Cost of the Work	<u>\$16,346,200.00</u>	\$17,431,850.00
Construction Contingency (2%)	<u>\$332,437.00</u>	\$332,437.00
Fee (4% of Direct Project Support and Cost of Work)	<u>\$828,013.00</u>	\$828,013.00

Alternates

List any accepted alternates. If not alternates note "NONE".

Alternates Sub-total NONE

Total Work Package 1/Partial Guaranteed Maximum Price \$18,622,424.00

RECOMMENDED:

By: _____
Owner: City of Stillwater

Name: _____

Title: _____

Date: _____

ACCEPTED:

By: _____
Owner: City of Stillwater

Name: _____

Title: _____

Date: _____

ACCEPTED:

By: J.M. Lippert
Construction Manager: Lippert Bros., Inc.

Name: T.M. Lippert

Title: President

Date: 7.3.24

Agreement for At Risk Construction
Management Service for
Stillwater Airport Terminal Building & Improvements

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by the duly authorized officers or representatives on the dates set forth below.

OWNER:

CONSTRUCTION MANAGER AT RISK:

City of Stillwater, Oklahoma

Lippert Bros., Inc.

By: _____

By: T.M. Lippert

Title: _____

Title: T.M. Lippert, President

Date Signed: _____

Date Signed: 7-3-24

Date: May 9, 2024

Stillwater Airport Terminal Building & Improvements
City of Stillwater
723 South Lewis Street
Stillwater, OK 74076

CONSTRUCTION MANAGER: Lippert Bros., Inc.
ARCHITECT: McFarland Architects, P.C.



LIPPERT BROS., INC. BID RECOMMENDATION REVIEW COMMENTS (REVISED)

Lippert Bros., Inc. has completed our review and investigation into potential discrepancies in all bids received and offers the following comments. We are pleased with the bid results being \$2,151,001 lower than our 90% CD budget or IGMP amount. All savings from the conversion from the IGMP to the GMP will go to the City of Stillwater. Below is a project summary with base bid and all alternates:

Base Bid:	\$18,592,300
Alternate #01 – Potable Water Cabinet	\$ 50,597
Preconstruction Services	\$ 30,124
TOTAL	\$18,673,021

The above totals include Lippert Bros., Inc's Direct Project Support, Site General Requirements, the below listed allowances, construction contingency totaling \$332,437, and our CM bonds for our Direct Project Support, Site General Requirements, and any items under \$50,000, insurance, and fee.

ALLOWANCES

If any allowances result in being under budget, then Lippert Bros., Inc. will provide a deductive change order to give that said amount back to the Owner to be put into the construction contingency. All savings (100%) from these allowances will be returned to the Owner.

1. Bollard Covers – Addendum #03 specified the addition of thirty (30) bollard covers by Ideal Shield. Lippert Bros., Inc. received a quote from this manufacturer for these bollards covers in a standard color option plus shipping to the project site. After award Lippert Bros., Inc. will work with the Owner and Architect to confirm that these bollard covers will be ordered in a standard color and not a custom color. An allowance of \$3,344 is included in the project costs.
2. Roof to Roof Parapet Ladder – The project called for one (1) aluminum parapet ladder. Lippert Bros., Inc. did not specifically include this parapet ladder in a particular scope of work for a contractor to supply and install. Lippert Bros., Inc. has provided an allowance of \$3,000 for this parapet ladder which is included in the project costs.
3. Bid Package #7.3 – Penetration Firestopping – Lippert Bros., Inc. did not receive any sealed bids for the penetration firestopping. Lippert Bros., Inc. has set an allowance of \$20,000 for this scope of work which is included in the project costs. Since this bid package is projected to be under \$50,000, Lippert Bros., Inc. will solicit bids for this scope of work and not be required to advertise and/or receive sealed bids for this scope of work.



GENERAL CONTRACTORS SINCE 1920 ■ E-MAIL: lippert@lippertbros.com

2211 E. I-44 SERVICE ROAD ■ P.O. BOX 17450 OKLAHOMA CITY, OK 73136-1450 ■ 405-478-3580 ■ FAX 405-478-3301

ALLOWANCES – CONTINUED

4. Bid Package #10.1 – Signage – Lippert Bros., Inc. did not receive any sealed bids for the signage. Lippert Bros., Inc. has set an allowance of \$15,000 for this scope of work which is included in the project costs. Since this bid package is projected to be under \$50,000, Lippert Bros., Inc. will solicit bids for this scope of work and not be required to advertise and/or receive sealed bids for this scope of work.
5. Lippert Bros., Inc. has included a total testing allowance of \$49,821 in the Site General Requirements. This testing allowance or budget was from ECS Southwest, LLP. Lippert Bros., Inc. will follow all testing/quality control requirements listed in the specifications.

BID PACKAGE REVIEW

With respect to specific bid packages and/or bidders review we offer the following comments on a bid package by bid package basis.

Bid Package #2.0 – Demolition

Midwest Wrecking is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Midwest Wrecking, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Midwest Wrecking for the demolition bid package.

Bid Package #3.0 – Building Concrete

Structurecrete, LLC. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Structurecrete, LLC, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Structurecrete, LLC. for the building concrete bid package.

Bid Package #4.0 – Masonry and Cast Stone

Sun Valley Masonry is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Sun Valley Masonry, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Sun Valley Masonry for the masonry and cast stone bid package.

Bid Package #5.2 – Structural Steel Supply and Erection

Bennett Steel, Inc. is the apparent low and responsible bidder for this bid package. Bennett Steel total combination costs for the structural steel supply and erection was lower than the bids associated with Bid Package #5.0 – Structural Steel Material Only and Bid Package #5.1 – Structural Steel Erection Only. Lippert Bros., Inc. contacted Bennett Steel, Inc., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Bennett Steel Inc. for the structural steel material and erection bid package.

Bid Package #5.3 – Aluminum Railings

York Metal Fabricators, Inc. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted York metal Fabricators, Inc., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. York Metal Fabricators, Inc. indicated to Lippert Bros., Inc. that they estimated their internally welded fittings picket system and is confident this system meets the aesthetic look as shown in the construction documents. Lippert Bros., Inc. recommends the award of York Metal Fabricators, Inc. for the aluminum railings bid package.

Bid Package #6.0 – Millwork

Nexspaces is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Nexspaces, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Nexspaces for the millwork bid package.

Bid Package #7.0 – Roofing and Standing Seam and Bid Package #7.2 – Exterior Metal Wall Panels

Heritage Hills Roofing was the low bidder for this combined bid package. Hertiage Hills Roofing's bid was \$837,000 with the 2nd bidder at \$2,114,000. It was apparent to Lippert Bros., Inc. that Hertiage Hills Roofing may have made a mathematical error in their estimate. It was also found that they were missing two required documents from their sealed bid. Lippert Bros., Inc. contacted Hertiage Hills on April 25, 2024, via email indicating that they cannot recommend award of this combined bid package since it apparent that an estimating error may have been made and that their sealed bid was missing two required documents. Lippert Bros., Inc. provided a follow-up email on April 29, 2024. Lippert Bros., Inc. as of this date has yet to receive any correspondence from Hertiage Hills Roofing.

Metal Roof contractors is now the apparent low and responsible bidder for these two combined bid packages. Lippert Bros., Inc. contacted Metal Roof Contractors, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Metal Roof Contractors indicated that there are some post bid discussions that need to be had regarding the specifications, along with a possible voluntary deduct option. Lippert Bros., Inc. recommends the award of Metal Roof Contractors for the roofing, standing seam and exterior metal wall panels bid packages.

Bid Package #7.2 – Air Barriers & Joint Sealants

Chamberlin Roofing and Waterproofing is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. was concerned Chamberlin's bid since they were much lower than the 2nd place bidder. Lippert Bros., Inc. contacted Chamberlin Roofing and Waterproofing, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Chamberlin Roofing and Waterproofing for the air barriers and joint sealants bid package.

Bid Package #8.0 – Doors, Frames and Hardware

Lippert Bros., Inc. is the apparent low and responsible bidder for this bid package. We can confirm that we will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of doors, frames, and hardware bid package to us.

Bid Package #8.1 – Aluminum Storefront, Doors, Frames and Glazing

Avenue C. Glass is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Avenue C. Glass, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Avenue C. Glass for the aluminum storefront, doors, frames, and glazing bid package.

Bid Package #8.2 – Overhead Doors and Grilles

Doortec was the low bidder for this bid package. Lippert Bros., Inc. contacted Doortec to indicate that they did not acknowledge Addendum #03 and to confirm that they included the additional security grille that was added in Addendum #02. Doortec responded asking if their substitution request for the use of Wayne Dalton overhead doors was approved. Lippert Bros., Inc. indicated that this substitution request approval was not listed in any of the addendums and also confirmed with McFarland Architects, P.C. that it was not approved. Doortec indicated that they bid the project using Wayne Dalton, and since this manufacturer was not approved then they requested that their bid be withdrawn from consideration.

Bid Package #8.2 – Overhead Doors and Grilles - Continued

Johnson Equipment Company is now the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Johnson Equipment Company, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Johnson Equipment Company for the overhead doors and grilles bid package.

Bid Package #9.0 – Drywall and Acoustical

Higgins Group, Inc. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Higgins Group, Inc., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Higgins Group, Inc. for the drywall and acoustical bid package.

Bid Package #9.2 – Terrazzo

Southwest Terrazzo, Inc. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Southwest Terrazzo, Inc., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Southwest Terrazzo, Inc. for the terrazzo bid package.

Bid Package #9.3 – Painting, Wallcoverings and Sealed Concrete

Cherokee Painting, LLC. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Cherokee Painting, LLC., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Cherokee Painting, LLC. for the painting, wallcoverings, and sealed concrete bid package.

Bid Package #10.0 – Miscellaneous Specialties

Lippert Bros., Inc. is the apparent low and responsible bidder for this bid package. We can confirm that we will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of miscellaneous specialties bid package to us.

Roller Shades

Lippert Bros., Inc. was aware that the roller shade scope of work was going to be under \$50,000 and we did not advertise for sealed bids. Lippert Bros., Inc. reached out to four (4) roller shades contractors for bids. Lippert Bros., Inc. received two (2) bids with the lowest bid being from Russell Interiors for \$3,100. Lippert Bros., Inc. recommends the award of the roller shades to Russell Interiors.

Bid Package #21.0 – Fire Suppression

Kanske Fire, LLC. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Kanske Fire, LLC., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Kanske Fire, LLC. for the fire suppression bid package.

Bid Package #23.0 – Mechanical (HVAC and Plumbing)

Dense Mechanical, Inc. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Dense Mechanical, Inc., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Dense Mechanical, Inc. for the mechanical (HVAC and plumbing) bid package.

Bid Package #26.0 – Electrical, Fire Alarm, Communications, Security & AV

KB Electric, LLC. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted KB Electric, LLC., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of KB Electric, LLC. for the electrical, fire alarm, communications, security and AV bid package.

Bid Package #31.0 – Earthwork

North Central Construction is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted North Central Construction, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of North Central Construction for the earthwork bid package.

Bid Package #32.0 – Paving and Walks

Rudy Construction Co. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Rudy Construction Co., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Rudy Construction Co. for the paving and walks bid package.

Bid Package #32.1 – Sodding

Greenshade Trees, LLC. is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Greenshade Trees, LLC., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Greenshade Trees, LLC. for the sodding bid package.

Bid Package #32.2 – Fencing

Fence OKC is the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted Fence OKC, confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of Fence OKC. for the fencing bid package.

Bid Package #33.0 – Utilities

During the bid opening Lippert Bros., Inc. read out loud Arrow Contracting's bid amount (in numbers) as \$273,250. After the bid opening Arrow Contracting contacted Lippert Bros., Inc. indicating the written-out amount was \$373,250. The bid form specifically states that in case of a discrepancy the amount shown in words will govern. This resulted in the 2nd bidder being awarded the utilities bid package.

Bid Package #33.0 – Utilities - Continued

MK Excavation, LLC. is now the apparent low and responsible bidder for this bid package. Lippert Bros., Inc. contacted MK Excavation, LLC., confirmed that if awarded that they will sign and return Lippert Bros., Inc.'s subcontract, and that they will perform the work per the plans and specifications. Lippert Bros., Inc. recommends the award of MK Excavation, LLC. for the utilities bid package.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) BIDDERS

Lippert Bros., Inc. received a total of sixty-five (65) sealed bids. Of those sixty-five (65) sealed bids a total of three (3) bidders indicated that they were a DBE contractor. None of these DBE contractors were an apparent low bidder.

ALTERNATE APPROVAL

Alternate #01 for the Portable Cabinet – Owner to determine if this alternate will be approved. Details of this alternate are shown on the attached bid summary sheet.

UNIT PRICES

The list of unit prices provided by all the recommended bidders is shown on the attached bid summary sheet. Lippert Bros., Inc. will include these unit prices in each contractor's subcontract.

ALLOWANCES

This list of allowances included in the GMP is shown on the attached bid summary sheet.

DAVIS-BACON WAGE RATES

Lippert Bros, Inc. is aware that this project is a Davis-Bacon Wage Rate project. We will provide at each monthly progress billing copies of Lippert Bros., Inc.'s, and all the contractors' Davis-Bacon Wage Rate reports for that month. It was previously determined that Lippert Bros., Inc. will not oversee on-site interviews with the contractors to verify Davis-Bacon Wage Rates.

INVOICING PROCEDURES

Lippert Bros., Inc. will bill equal monthly amounts for the Direct Project Support and Site General Requirements each month. If the project starts or ends on a partial monthly (not a full month) then the Direct Project Support and Site General Requirements amounts will be adjusted accordingly. Lippert Bros., Inc. will invoice the full amount for our bonds and insurance at the first monthly billing. Our surety and insurance carrier invoice these amounts once they issue the bonds and insurance certificate. Lippert Bros., Inc. fee will be invoiced on a percentage basis on each monthly billing based upon the total percentage of work completed.

APPROVALS

Lippert Bros., Inc. is aware that these bid recommendations need to be approved by the City of Stillwater City Council, Federal Aviation Administration and the Oklahoma Department of Aerospace and Aeronautics. This project was advertised that all bids will need to be good for ninety (90) days. The ninety (90) day mark after the April 24, 2024 bid date is July 23, 2024. Lippert Bros., Inc. recommends that the City of Stillwater notify us with a Notice of Award or Intent no later than July 11, 2024, so that we can issue Notice of Intents, subcontracts and purchase orders to all contractors and vendors. Once Lippert Bros., Inc. receives the City of Stillwater's Notice of Award we will begin to mobilize on-site no later than ten (10) business days after the receipt of the Notice of Award.

BUILDING PERMIT

Lippert Bros., Inc. was applied for the building on May 3, 2024, so that we can meet with the City of Stillwater's IRC members on May 29, 2024. Lippert Bros., Inc. requests that the building permit be issued prior to the Notice of Award from the City of Stillwater. We request that this building permit be issued prior to our mobilization to the project site.

PROJECT SAVINGS

Lippert Bros., Inc. would like to assure the City of Stillwater that 100% of the savings going from the IGMP to the GMP, any remaining construction contingency and any remaining allowances amounts will be returned to the City of Stillwater. If the construction contingency becomes over budget because of additional scope of work or the allowance amounts are exceeded then Lippert Bros., Inc. will consult with the City of Stillwater and the Architect to issue a change order.

Attached you will find our project cost and alternate summary sheet, along with the final bid tabulations. We request that the City of Stillwater review the above information and attached documents and inform us of any changes to our recommendations. Upon receipt of the City of Stillwater's comments and confirmation of alternates to be accepted, we will appreciate our contract to be returned to us for signature, and at that time will sign and return the contract along with our bonds and insurance certificate.

If you should have any questions regarding this letter or the attached documentation, then please contact me via phone at 405-478-3580 or email at svanoosten@lippertbros.com.

Respectfully,

Lippert Bros., Inc.



Shane VanOosten
Vice-President / Project Manager

Attachments: Project Cost, Breakout and Alternate Summary Sheet
Final Bid Tabulations

Cc: File

STILLWATER AIRPORT TERMINAL BUILDING & IMPROVEMENTS
 2020-10 W. AIRPORT ROAD
 STILLWATER, OKLAHOMA 74075

CONSTRUCTION MANAGER: LIPPERT BROS., INC.

ARCHITECT: MCFARLAND ARCHITECTS, P.C.



STILLWATER AIRPORT TERMINAL BLDG. & IMPROVEMENTS

BID TOTALS - Bid Date: 4/24/2024

REVISED BASE BID & FBO - BID PACKAGE TOTALS	Bid Results
DIRECT PROJECT SUPPORT	\$1,085,650
SITE GENERAL REQUIREMENTS	\$809,999
BID PACKAGE #02.0 - DEMOLITION MIDWEST WRECKING	\$54,840
BID PACKAGE #03.0 - BUILDING CONCRETE STRUCTURECRETE, LLC.	\$858,000
BID PACKAGE #04.0 - MASONRY AND CAST STONE SUN VALLEY MASONRY	\$225,000
CM TO PROVIDE AND INSTALL 30 DECORATIVE BOLLARDS COVERS SEE ADDENDUM #02 - IDEAL SHIELD	\$3,344
BID PACKAGE #05.0 - STRUCTURAL STEEL MATERIAL ONLY SEE BID PACKAGE #05.2 - STRUCTURAL STEEL MATERIAL & ERECTION	-
BID PACKAGE #05.1 - STRUCTURAL STEEL ERECTION ONLY SEE BID PACKAGE #05.2 - STRUCTURAL STEEL MATERIAL & ERECTION	-
BID PACKAGE #05.2 - STRUCTURAL STEEL MATERIAL & ERECTION BENNETT STEEL, INC.	\$1,402,400
BID PACKAGE #05.3 - ALUMINIUM RAILINGS YORK METAL FABRICATORS, INC.	\$110,000
BID PACKAGE #06.0 - MILLWORK NEXSPACES	\$227,772
BID PACKAGE #07.0 - ROOFING AND STANDING SEAM METAL ROOF CONTRACTORS	\$2,114,000
CM TO PROVIDE ROOF TO ROOF LADDER CM ALLOWANCE (LABOR AND MATERIAL)	\$3,000
BID PACKAGE #07.1 - AIR BARRIERS & JOINT SEALANTS CHAMBERLIN ROOFING AND WATERPROOFING	\$68,422
BID PACKAGE #07.2 - EXTERIOR WALL PANELS SEE BID PACKAGE #07.0 - ROOFING AND STANDING SEAM	-
BID PACKAGE #07.3 - PENETRATION FIRESTOPPING ALLOWANCE FOR THIS SCOPE OF WORK	\$20,000
BID PACKAGE #08.0 - DOORS, FRAMES AND HARDWARE LIPPERT BROS., INC.	\$387,000
BID PACKAGE #08.1 - ALUMINUM STOREFRONT, DOORS, FRAMES & GLAZING AVENUE C GLASS	\$495,000

BID PACKAGE #08.2 - OVERHEAD DOORS AND GRILLES JOHNSON EQUIPMENT COMPANY	\$169,529
BID PACKAGE #09.0 - DRYWALL AND ACOUSTICAL HIGGINS GROUP, INC.	\$1,855,500
BID PACKAGE #09.1 - FLOORING BRYAN'S FLOORING	\$352,200
BID PACKAGE #09.2 - TERRAZZO FLOORING SOUTHWEST TERRAZZO, INC.	\$176,443
BID PACKAGE #09.3 - PAINTING, WALLCOVERING & SEALED CONCRETE CHEROKEE PAINTING, LLC.	\$212,637
BID PACKAGE #10.0 - MISC. SPECIALTIES LIPPERT BROS., INC.	\$150,000
BID PACKAGE #10.1 - SIGNAGE ALLOWANCE FOR THIS SCOPE OF WORK	\$15,000
ROLLER SHADES (UNDER \$50,000) LBI SEPARATE BID RUSSELL INTERIORS	\$3,100
BID PACKAGE #21.0 - FIRE SUPPRESSION KANSKE FIRE, LLC	\$136,620
BID PACKAGE #23.0 - MECHANICAL (PLUMBING & HVAC) DENSE MECHANICAL INC.	\$1,591,837
BID PACKAGE #26.0 - ELECTRICAL, FIRE ALARM, COMM, SECURITY & AV KB ELECTRIC, LLC.	\$3,120,000
BID PACKAGE #31.0 - EARTHWORK NORTH CENTRAL CONSTRUCTION	\$88,013
BID PACKAGE #32.0 - PAVING AND WALKS - INCLUDES FBO COSTS RUDY CONSTRUCTION CO.	\$1,054,456
BID PACKAGE #32.1 - SODDING GREENSHADE TREES, LLC.	\$38,640
BID PACKAGE #32.2 - FENCING FENCE OKC	\$118,000
BID PACKAGE #33.0 - UTILITIES - INCLUDES FBO COSTS MK EXCAVATION, LLC.	\$365,000
SUBTOTAL	\$17,311,402
PROFESSIONAL LIABILITY INSURANCE	\$17,311
SUBCONTRACTOR GENERAL LIABILITY INSURANCE	\$26,412
BUILDERS RISK INSURANCE	\$62,478
SUBTOTAL	\$17,417,603
CM P&P BONDS (LBI BONDS ON SITE/DIRECT G.R. & ITEMS BELOW \$50K)	\$14,247
CONTINGENCY - 2%	\$332,437
CM FEE - 4.75% (NO FEE ON CONTINGENCY)	\$828,013
BASE BID TOTAL	\$18,592,300

ALTERNATE #01 - POTABLE WATER CABINET	Bid Results
BID PACKAGE #23.0 - TOTAL MECHANICAL	
DENSE ENTERPRISES	\$48,000
SUBTOTAL	\$48,000
PROFESSIONAL LIABILITY INSURANCE	\$48
SUBCONTRACTOR GENERAL LIABILITY INSURANCE	\$82
BUILDERS RISK INSURANCE	\$173
SUBTOTAL	\$48,303
CM P&P BONDS (BASE BID WITH SUB BONDS)	\$0
CONTINGENCY - 2% (IN BASE BID AMOUNT)	\$0
CM FEE - 4.75% (NO FEE ON CONTINGENCY)	\$2,294
ALTERNATE #01 - TOTAL	\$50,597

BASE BID	\$18,592,300
PRECONSTRUCTION SERVICES	\$30,124
GRAND TOTAL	\$18,622,424

INTERIM GUARANTEED MAXIMUM PRICE (IGMP)	\$20,773,425
DIFFERENCE BETWEEN GMP TOTAL AND IGMP (SAVINGS RETURNED TO COS)	(\$2,151,001)
PREVIOUS GMP RECOMMENDATIONS (BASE BID & FBO BREAKOUT COSTS)	\$18,860,690
DIFFERENCE BETWEEN PREVIOUS GMP RECOMMENDATIONS & THIS REVISED GMP	(\$268,390)

UNIT PRICES	
UNIT PRICE #01 - ADD ONE ELECTRICAL DUPLEX OUTLET - PER EACH	\$450.00
UNIT PRICE #01 - DEDUCT ONE ELECTRICAL DUPLEX OUTLET - PER EACH	\$450.00
UNIT PRICE #02 - WATER VAPOR REDUCTION SYSTEM (FLOORING) - PER S.F	\$4.75
UNIT PRICE #03 - WATER VAPOR REDUCTION SYTEM (RESINOUS) - PER S.F.	\$4.75
UNIT PRICE #03 - WATER VAPOR REDUCTION SYTEM (TERRAZZO) - PER S.F.	\$2.00
UNIT PRICE #04 - ODOT SIDEWALK - 4" THICK (PAVING CONTRACTOR) - PER S.Y.	\$10.50
UNIT PRICE #05 - CONCRETE PAVING - 6" THICK (PAVING CONTRACTOR) - PER S.Y.	\$110.00
UNIT PRICE #05 - CONCRETE PAVING - 6" THICK (CONCRETE CONTRACTOR) - PER S.Y.	\$94.50

LIST OF ALLOWANCES	
Bollard Covers	\$3,344.00
Roof to Roof Parapet Ladder	\$3,000.00
Bid Package #7.3 - Penetration Firestopping	\$20,000.00
Bid Package #10.1 - Signage	\$15,000.00
Testing Allowance	\$49,821.00

END OF BID RECOMMENDATION SUMMARY



OWNER'S BID TABULATION SHEET
STILLWATER AIRPORT TERMINAL BUILDING & IMPROVEMENTS
 Bid Group #01 - Bid Packages #02.0 thru #33.0



Bid Date: April 24, 2024 at 3:00 p.m.

B.P. #2.0 - Demolition	Midwest Wrecking	M&M Wrecking	Total Demolition	Ark Wrecking	K&M	MK	
Base Bid	\$54,840.00	\$68,920.00	\$70,502.00	\$67,190.00	\$124,850.00	\$105,000.00	
DBE CONTRACTOR	-	-	HUB Zone Certified	-	-	-	
B.P. #3.0 - Bldg Conc.	Concrete Enter.	Cantera	Title Concrete	Oakridge	Structurecrete	Contech Inc.	
Base Bid	\$898,900.00	\$984,700.00	\$858,608.00	\$1,010,000.00	\$858,000.00	\$926,000.00	
U.P. #05	\$115.00	No Bid	\$81.00	\$92.25	\$94.50	\$71.00	
DBE CONTRACTOR	-	-	-	-	-	-	
B.P. #4.0 - Masonry	CIA Masonry	Sun Valley					
Base Bid	\$500,000.00	\$225,000.00					
DBE CONTRACTOR	-	-					
B.P. #5.0 - Steel Mat'l	Shawnee Fab	J&D Fab	SEE BID PACKAGE #05.2 - STRUCTURAL STEEL SUPPLY AND ERECTION				
Base Bid	\$1,015,000.00	\$1,524,409.00					
DBE CONTRACTOR	-	-					
B.P. #5.1 - Steel Erect.	Warrior Steel	Allied Steel	SEE BID PACKAGE #05.2 - STRUCTURAL STEEL SUPPLY AND ERECTION				
Base Bid	\$444,700.00	\$615,000.00					
DBE CONTRACTOR	-	-					
B.P. #5.2 - Steel (M&E)	Bennett Steel						
Base Bid	\$1,402,400.00						
DBE CONTRACTOR	-						
B.P. #5.3 - Alum. Railings	York Metals	Equus					
Base Bid	\$110,000.00	\$159,440.00					
DBE CONTRACTOR	-	-					
B.P. #6.0 - Millwork	Contract Fixtures	NexSpaces	Wood Systems				
Base Bid	\$233,231.00	\$227,772.00	\$268,959.00				
DBE CONTRACTOR	-	-	-				

B.P. #7.0 - Roofing	Universal Roofing	Oklahoma Roofing	Alva Roofing	Metal Roof Cont.	Cootz	Heritage Hills	Hertiage Hills
Base Bid	\$1,757,865.00	Combo \$	\$1,165,750.00	Combo \$	\$1,365,000.00	Combo \$	Apparent error in
(Roofing/Mtl Panel combo)	-	\$2,355,212.00	-	\$2,114,000.00	-	\$837,000.00	bid. Paper work
DBE CONTRACTOR	-	-	Small/Minority	-	-	-	not complete.
B.P. #7.1 - Air Barr/Jt Seal	Oklahoma Roofing	Alpha Insulation	Chamberlin	IWP			
Base Bid	\$162,300.00	\$173,180.00	\$68,422.00	\$106,500.00			
DBE CONTRACTOR	-	-	-	-			
B.P. #7.2 - Ext. Wall Panels	Artform	Oklahoma Roofing	Metal Roof Cont.	Hertiage Hills			
Base Bid	\$1,206,198.07	See B.P. #7.0	See B.P. #7.0	See B.P. #7.0			
DBE CONTRACTOR	-	-	-	-			
B.P. #7.3 - Firestopping	LBI Allowance	Received No Bids					
Base Bid	\$20,000.00						
DBE CONTRACTOR	-						
B.P. #8.0-Drs, Frms & Hdwre	Lippert Bros., Inc.						
Base Bid	\$387,000.00						
DBE CONTRACTOR	-						
B.P. #8.1 - Alum. Storefront	Avenue C Glass	Lee Glass					
Base Bid	\$495,000.00	\$557,000.00					
DBE CONTRACTOR	-	-					
B.P. #8.2 - Overhead Drs	Overhead Door Co.	Doortec	Doortec's	Johnson Equip.			
Base Bid	\$205,562.00	\$143,686.00	Sub. Request	\$169,529.00			
DBE CONTRACTOR	-	-	not approved.				
B.P. #9.0-Drywall/Acoustical	Higgins						
Base Bid	\$1,855,500.00						
DBE CONTRACTOR	-						

B.P. #9.1 - Flooring	Bryan's Flooring						
Base Bid	\$352,200.00						
U.P. #02	\$4.75						
U.P #03	\$4.75						
DBE CONTRACTOR	-						
B.P. #9.2-Terrazzo Flooring	SW Terrazzo	American Terrazzo					
Base Bid	\$176,443.00	\$234,000.00					
U.P. #03	\$2/sf - \$14,510 ls	\$15,000 ls					
DBE CONTRACTOR	-	-					
B.P. #9.3 - Painting/Wallcov.	Cherokee Painting	Advan. Comm.					
Base Bid	\$212,637.00	\$256,250.00					
DBE CONTRACTOR	-	-					
B.P. #10.0-Misc. Specialties	Lippert Bros., Inc.						
Base Bid	\$150,000.00						
DBE CONTRACTOR	-						
B.P. #10.1 - Signage	LBI Allowance	Received No Bids					
Base Bid	\$15,000.00						
DBE CONTRACTOR	-						
ROLLER SHADES	Russell Interiors	Contract Drapery	UNDER \$50,000 - LBI RECEIVED BIDS DIRECTLY				
Base Bid	\$3,100.00	\$4,175.00					
DBE CONTRACTOR	-	-					
B.P. #21.0 - Fire Sprinkler	Control Fire	Kanske Fire					
Base Bid	\$232,427.00	\$136,620.00					
DBE CONTRACTOR	-	-					
B.P. #23.0-Total Mechanical	Orcutt Mechanical	Dense Enterprises					
Base Bid	\$2,269,000.00	\$1,591,837.00					
Alternate #01	\$40,000.00	\$48,000.00					
TOTAL	\$2,309,000.00	\$1,639,837.00					
DBE CONTRACTOR	-	-					

B.P. #26.0 - Electrical	Colburn Electric	KB Electric	Bright Electric				
Base Bid	\$4,246,630.00	\$3,120,000.00	\$3,295,000.00				
U.P. #01 add	\$450.00	\$500.00	\$150.00				
U.P. #01 deduct	\$450.00	\$400.00	No Bid				
DBE CONTRACTOR	-	-	Minority				

B.P. #31.0 - Earthwork	MK Excavation	North Central	D. Owen	Hammer Const.	Longhorn		
Base Bid	\$149,000.00	\$88,013.00	\$290,000.00	\$255,200.00	\$189,311.08		
DBE CONTRACTOR	-	-	-	-	-		

B.P. #32.0 - Paving & Walks	Rudy						
Base Bid	\$781,997.76						
FBO Breakout Costs	\$272,458.67						
U.P. #04	\$10.50						
U.P. #05	\$110.00						
TOTAL	\$1,054,456.43						
DBE CONTRACTOR	-						

B.P. #32.1 - Sodding	Greenshade						
Base Bid	\$38,640.00						
DBE CONTRACTOR	-						

B.P. #32.2 - Fencing	Oakley's Fence	Fence OKC					
Base Bid	\$129,637.00	\$118,000.00					
DBE CONTRACTOR	-	SDVOSB					

B.P. #33.0 - Utilities	MK Excavation	Patriot	D. Owen	Arrow	Arrow	G&P	
Base Bid	\$335,000.00	\$430,000.00	\$485,000.00	\$373,250.00	Price in Numbers	\$543,704.00	
FBO Breakout Costs	\$30,000.00	\$49,000.00	\$95,000.00	\$0.00	Differs from	\$0.00	
TOTAL	\$365,000.00	\$479,000.00	\$580,000.00	\$373,250.00	Written. Written	\$543,704.00	
					Words governs		
DBE CONTRACTOR	-	-	-	-		-	

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: 07/30/2024

Department: Airport

Explanation:

Requested by: Kellie Reed

Revenue:

Increase revenue projection for award of AIP/Discretionary grant #3-40-0090-041-2024 for construction of terminal building.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
AIP #3-40-0090-041-2024	8207010 - 43100	24AP09820	\$ 0	\$ 7,521,709	\$ 7,521,709
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 7,521,709

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes

☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditure:
Appropriate funds for award of AIP/Discretionary grant #3-40-0090-041-2024 for construction of terminal building.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
AIP #3-40-0090-041-2024	8207010 - 54009	24AP09820	\$ 0	\$ 7,521,709	\$ 7,521,709
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Net Change: (will usually result in a total increase or decrease) \$ 7,521,709

Reviewed by Department Manager: _____ Date: _____

Reviewed by Finance: Cheryl Clark _____ Date: 7-30-2024

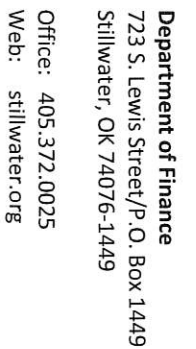
Approved by CMO: _____ Date: _____

Approved by City Council: ☐ Yes ☐ No _____ Date: _____

Processed by Finance: _____ Date: _____

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

--Print on Yellow Paper--



07/30/2024

Airport

Requested by: Kellie Reed

Revenue:

Increase revenue projection for award of ATP grant #3-40-0090-043-2024 for construction of terminal building.

\$ 4,500,000

Date: _____

Date: 13.01.2024

Date: _____

Date: _____

☐ No

Date: _____

Date Sent to SA&I: _____

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Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditure:
Appropriate funds for award of ATP grant #3-40-0090-043-2024 for construction of terminal building.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
ATP #3-40-0090-043-2024	8207010 - 54009	24AP02820	\$ 0	\$ 4,500,000	\$ 4,500,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Net Change: (will usually result in a total increase or decrease) \$ 4,500,000

Reviewed by Department Manager: _____ Date: _____

Reviewed by Finance: Cheryl Clark _____ Date: 7-30-2024

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

Processed by Finance: _____ Date: _____

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

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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: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenue:

Increase revenue projection for award of AIG grant #3-40-0090-042-2024 for construction of terminal building.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
AIG #3-40-0090-042-2024	8207010 - 43100	24AP08820	\$ 0	\$ 1,300,538	\$ 1,300,538
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 1,300,538

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes

☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditure:
Appropriate funds for award of AIG grant #3-40-0090-042-2024 for construction of terminal building.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
AIG #3-40-0090-042-2024	8207010 - 54009	24AP08820	\$ 0	\$ 1,300,538	\$ 1,300,538
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Net Change: (will usually result in a total increase or decrease) \$ 1,300,538

Reviewed by Department Manager: _____ Date: _____

Reviewed by Finance: Clay Clurel _____ Date: 7-30-2024

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

Processed by Finance: _____ Date: _____

Set ID: _____ Date Sent to S&I: _____

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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: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenue:

Increase revenue projection for award of ODAA grant for construction of terminal building.

Account Name	Account Number (xxxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
ODAA Grant	8207010 - 43200	25AP02820	\$ 0	\$ 1,000,000	\$ 1,000,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 1,000,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes

☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Office: 405.372.0025
Web: stillwater.org

Requested by: Kellie Reed

Expenditure:

Appropriate funds for award of ODAA grant, including match, for construction of terminal building.

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

\$1,000,000

Date: _____

Date: 1-30-2024

Date: _____

Date:

☐ No

Date:

Date Sent to SA&I: _____

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Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Appropriate funds to cover CMAR contract for terminal construction project. Funding transferred from City's General Fund budget to Airport Grants Fund.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Transfer out to Airport Grant Fund	1010000 - 71000		\$ 31,179.125	\$ 1,240.116	\$ 32,419,241
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Unused MRG from FY24	1011020 - 53053		\$ 1,240.116	(\$ 1,240.116)	\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 0

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Chuch

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Appropriate funds to cover CMAR contract for terminal construction project. Funding transferred from City Capital Fund's fund balance to Airport Grants Fund.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Transfer out to Airport Grant Fund	1050000 - 71000		\$ 0	\$ 131,572	\$ 131,572
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 131,572

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Chuch

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes ☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Appropriate funds to cover CMAR contract for terminal construction project. Funding transferred from Airport Operating Fund budget to Airport Grants Fund.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Transfer out to Airport Grant Fund	8100000 - 71000		\$ 491,556	\$ 872,418	\$ 1,363,974
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Corporate Hangar	8107010 - 54012	23AP02810	\$ 500,000	(\$ 500,000)	\$ 0
Equipment Building	8107010 - 54012	23AP03810	\$ 372,418	(\$ 372,418)	\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 0

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Clay Clark

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes ☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Appropriate funds to cover CMAR contract for terminal construction project. Funding transferred from Airport Reserve Fund's fund balance to Airport Grants Fund.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Transfer out to Airport Grant Fund	8150000 - 71000		\$ 0	\$ 750,000	\$ 750,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 750,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Duval

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes

☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenue:
Appropriate funds to cover CMAR contract for terminal construction project. Funding transferred from City Capital Fund, City General Fund, Airport Operating Fund and Airport Reserve Fund to Airport Grants Fund.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Transfer in from Other Funds	8200000 - 61000		\$ 0	\$ 2,994,106	\$ 2,994,106
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0

Increase:

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

\$ 2,994,106

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Clay Clark

Date: 7-30-2024

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes ☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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RESOLUTION NO. CC-2024-24

OFFICIAL BALLOT

A RESOLUTION OF THE CITY OF STILLWATER, OKLAHOMA CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE EXPIRING TERM OF AT-LARGE TRUSTEE REPRESENTING THE ENTIRE MEMBERSHIP.

WHEREAS, the City of Stillwater, Oklahoma participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for At-Large Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2024, and August 30, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council, of the participating employer, the City of Stillwater, Oklahoma, that its vote for the At-Large Trustee shall be cast for the following nominee (fill in name of nominee):

1. Robert Johnston
AT-LARGE Trustee

*****END*****

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor and City Council of the participating employer of the City of Stillwater, Oklahoma on the 5th day of August, 2024.

William H. Joyce, Mayor

Attest (Seal):

Teresa Kadavy, City Clerk

TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100

MAIL RESOLUTIONS To:
OKLAHOMA MUNICIPAL RETIREMENT FUND
1001 NW 63RD STREET, SUITE 260
OKLAHOMA CITY, OK 73116

ORDINANCE NO. 3540

AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT TRACT 2 OF 1302 WEST LAKEVIEW ROAD AND 2323 NORTH GARFIELD STREET FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) TO TWO-FAMILY AND MULTI-FAMILY RESIDENTIAL (RTM).

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

Parcels located at TRACT 2 OF 1302 WEST LAKEVIEW ROAD AND 2323 NORTH GARFIELD STREET:

Tract 2 of 1302 W Lakeview Rd:

A tract of land in the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Three (3), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being all that part of a tract of land described in Book 2580, Page 309, laying East of the Right of Way for N. Garfield Street, and being more particularly described as follows;

Beginning at a point 1141 feet East and 55 feet North of Southwest Corner of said Southeast Quarter (SE/4), said point being the intersection of the East Right of Way line of N. Garfield Street and the North Right of Way line for W. Lakeview Road as described in Book 1548, Page 8; thence, North along said East Right of Way line for N. Garfield Street, a distance of 145 feet to the intersection of a North line of said tract described in Book 2580, Page 309, and said East Right of Way line of N. Garfield Street; thence, East along a North line of said tract described in Book 2580, Page 309, a distance of 80 feet, to the a Northeast corner of said tract described in Book 2580, Page 309; thence, South along an East line of said tract described in Book 2580, Page 309, a distance of 145 feet, to the intersection of said East line and said North Right of Way line for W. Lakeview Road; thence, West along said North Right of Way line for W. Lakeview Road, a distance of 80 feet, to the Point of Beginning.

2323 N Garfield St:

A tract of land in the Southwest Quarter of the Southeast Quarter of Section Three, Township Nineteen North, Range Two East of the Indian Meridian, Payne County, State of Oklahoma, described as follows: Beginning at the Southeast Corner of the said Southwest Quarter of the Southeast Quarter of Section Three; thence North 1320 feet; thence West 179 feet; thence South 1120 feet; thence East 80 feet; thence South 200 feet; thence East 99 feet to the Point of Beginning, Less and Except: The South 55 feet thereof.

be and the same is hereby rezoned from (RSS) SMALL LOT SINGLE-FAMILY RESIDENTIAL to TWO-FAMILY AND MULTI-FAMILY RESIDENTIAL (RTM).

PASSED, APPROVED, AND ADOPTED THIS 5TH DAY OF AUGUST, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 5TH DAY OF AUGUST, 2024.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 07/15/2024
Second Reading: 08/05/2024

ORDINANCE NO. 3541

AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 1302 WEST LAKEVIEW ROAD TRACT 1; 1412 WEST LAKEVIEW ROAD; 1424 WEST LAKEVIEW ROAD; 1508 WEST LAKEVIEW ROAD; AND A TRACT OF LAND ON WEST LAKEVIEW ROAD BETWEEN 1508 AND 1412 WEST LAKEVIEW ROAD FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) TO COMMERCIAL SHOPPING (CS).

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

Parcels located at 1302 WEST LAKEVIEW ROAD TRACT 1; 1412 WEST LAKEVIEW ROAD; 1424 WEST LAKEVIEW ROAD; 1508 WEST LAKEVIEW ROAD; AND A TRACT OF LAND ON WEST LAKEVIEW ROAD BETWEEN 1508 AND 1412 WEST LAKEVIEW ROAD:

Tract 1 of 1302 W Lakeview Rd

A tract of land in the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Three (3), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being all that part of a tract of land described in Book 2580, Page 309, laying West of the Right of Way for N. Garfield Street, and being more particularly described as follows;

Beginning at a point 825 feet East and 55 feet North of Southwest Corner of said Southeast Quarter (SE/4), said point being the intersection of the West line of said tract described in Book 2580, Page 309 and the North Right of Way line for W. Lakeview Road as described in Book 1548, Page 8; thence, North along said West line, a distance 605 feet, to the Northwest corner of said tract in Book 2580, Page 309; thence, East along the North line of said tract described 2580, Page 309, a distance of 269 feet, to a point on the West Right of Way line for N. Garfield Street, said point also being the Northeast corner of said tract described in Book 2580, Page 309; thence, South along said West Right of Way line for N. Garfield Street and the East line of said tract described in Book 2580, Page 309, a distance of 605 feet, to a point at the intersection of the North Right of Way line for W. Lakeview Road and the West Right of Way line for N. Garfield Street; thence, West along the North Right of Way line for W. Lakeview Road, a distance of 269 feet, to the Point of Beginning.

1412 W Lakeview Rd:

A part of the Southwest Quarter of the Southeast Quarter of Section 3, Township 19 North, Range 2 East of the Indian Meridian, Payne County, State of Oklahoma, more particularly described by the metes and bounds as follows: Beginning at a point located 495 feet West of the SE/corner of the SW/4 of the SE/4 of said Section 3, thence North 660 feet, thence West 99 feet, thence South 660 feet, thence East 99 feet to the place of beginning. AND also the easement across 15 feet immediately North of the above described land as reserved in the Deed from Vera M. Eby to Martin L. Loper and wife, Dated June 28, 1977.

LESS AND EXCEPT: a strip, piece or parcel of land lying in part of the SW/4 SE4 of Section 3, Township 19 North, Range 2 East, I.M., in Payne County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the South line of said SW/4 SE/4, a distance of 495.00 feet South 89 degrees 24 minutes 18 seconds West of the SE/corner of said SW/4 SE/4. Thence South 89 degrees 24 minutes 18 seconds West along said South line a distance of 99.00 feet, thence North 00 degrees 47 minutes 03 seconds West a distance of 55.00 feet, thence North 89 degrees 24 minutes 18 seconds East a distance of 99.00 feet, thence South 00 degrees 47 minutes 03 seconds East a distance of 55.00 feet to the point of beginning.

And Lot Nine in Block Two and a portion of Lot Eight in Block 2 described as beginning at the Southeast Corner of said Lot 8; Thence North 502.45 feet along the East line of said Lot 8; Thence West 66 feet; Thence Sout 502.22 feet to the Northwest Corner of Lot 9, Thence East 66 feet to the Point of Beginning, all in the WOODCREST SUBDIVISION, an Addition to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

LESS AND EXCEPT: The South 15.00 feet of said Lot 9.

1424 W Lakeview Rd:

A tract of land that is part of the East Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section Three, Township Nineteen North, Range Two 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 follows: Commencing at the Southwest Corner of the SE/4; Thence North 89°26'32" East along the South line of said SE/4 for 396.32 feet to a point that is 66.00 feet Easterly of the Southwest corner of the E/2 SW/4 SW/4 SE/4; Thence

North 00°47'16" West, parallel with the West line of the E/2 SW/4 SW/4 SE/4 for 55.00 feet to a point on the North Right of way line of Lakeview Road; Thence North 89°26'32" East along

said Right of way for 85.82 feet, said point being the Point of Beginning of said tract of land; Thence North 00°46'47" West for 129.24 feet; Thence North 89°13'13" East for 136.50 feet; Thence South 00°46'47" East for 129.77 feet to a point on said right of way line; Thence South 89°26'32" West along said Right of way line for 136.50 feet to the Point of Beginning of said tract of land.

1508 W Lakeview Rd:

The West One acre of the East Half of the Southwest Quarter of the Southwest Quarter of Section Three, Township Nineteen North, Range Two East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof,

LESS AND EXCEPT A tract described in Journal Entry recorded in Book 1765, Page 975.

Unaddressed Tract of land on West Lakeview Road between 1508 and 1412 West Lakeview Road :

A tract of land that is part of the East Half of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter Section Three, Township Nineteen North, Range Two 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 follows: Commencing at the Southwest corner of the SE/4; Thence North 89°26'32" East along the South line of said SE/4 for 396.32 feet to a point that is 66.00 feet Easterly of the Southwest Corner of the E/2 SW/4 SW/4 SE/4; Thence North 00°47'16" West, parallel with the West line of the E/2 SW/4 SW/4 SE/4 for 55.00 feet to a point on the North right of way line of Lakeview Road, said Point being the Point of Beginning of said tract of land; Thence continuing North 00°47'16" West, parallel with said West line for 605.33 feet to a point on the North line of said E/2 SW/4 SW/4 SE/4, said point being North 89°13'23" East a distance of 66.00 feet from the Northwest corner of said E/2 SW/4 SW/3 SE/4; Thence North 89°13'23" East along said North line for 264.41 feet to the Northeast Corner of said E/2 SW/4 SW/2 SE/4; Thence South 00°46'47" East along the East line of said E/2 SW/4 SW/4 SE/4 for 606.34 feet to a point on the North right of way line of Lakeview Road; Thence South 89°26'32" West along said right of way line for 42.00; Thence North 00°46'47" West for 129.77 feet; Thence South 89°13'13" West for 136.50 feet; Thence South 00°46'47" East for 129.24 feet to a point on said right of way line; Thence South 89°26'32" West along said right of way line for 85.82 feet to the Point of Beginning of said tract of land.

be and the same is hereby rezoned from (RSS) SMALL LOT SINGLE-FAMILY RESIDENTIAL to (CS) COMMERCIAL SHOPPING.

PASSED, APPROVED, AND ADOPTED THIS 5TH DAY OF AUGUST, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 5TH DAY OF AUGUST, 2024.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 07/15/2024
Second Reading: 08/05/2024

ORDINANCE NO. 3542

AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 424 SOUTH HUSBAND STREET AND 212 WEST 5TH AVENUE FROM TWO-FAMILY AND MULTI-FAMILY RESIDENTIAL (RTM) TO COMMERCIAL BUSINESS (CB).

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

Parcels located at 424 SOUTH HUSBAND STREET and 212 WEST 5TH AVENUE:

424 S Husband St:
Lot Twelve (12) and the South Seventeen (17) feet of Lot Eleven (11), in Block Twelve (12), Original Town of Stillwater, now City of Stillwater, Payne County, State of Oklahoma and a tract of land adjoining Lot Twelve (12) on the south, commencing at the Southeast Corner of lot Twelve (12), Block Twelve {12}, Original town of Stillwater, Payne County, State of Oklahoma, thence South Twenty-five (25) feet, thence West Seventy (70) feet, thence North Twenty-five (25) feet, thence East Seventy (70) feet to the point of beginning.

The East Twenty (20) Feet of Lots Twelve (12) and Thirteen (13) and the East Twenty (20) Feet of the South Seventeen (17) Feet of Lot Eleven (11) in Block Fifteen (15), College Addition of the City of Stillwater, Payne County, State of Oklahoma.

212 W 5th Ave:
College Add Blk 15 Beg SW/C Lot 13; N-67' E-50' S-67' W-50' Pob

be and the same is hereby rezoned from (RTM) TWO-FAMILY AND MULTI-FAMILY RESIDENTIAL to (CB) COMMERCIAL BUSINESS.

PASSED, APPROVED, AND ADOPTED THIS 5TH DAY OF AUGUST, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 5TH DAY OF AUGUST, 2024.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 07/15/2024
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