



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

OCTOBER 21, 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 October 4, 2024 special and executive session meeting minutes and October 7, 2024 regular meeting minutes.	
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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.

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. Public Hearings

The Council will hear public comments, discuss, and take action including a vote or series of votes on each

item listed as presented or as amended by the City Council unless the agenda entry specifically states that no action will be taken.

a.	Receive public comment regarding a request from Progressive Development Corp., LLC, for a Map Amendment to rezone property addressed as 1002 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.	CC-24-124	Jacquelyn Porter
b.	Receive public comment regarding a request from Progressive Development Corp., LLC on behalf of Outer Banks, LLC for a Map Amendment to rezone property addressed as 1010 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.	CC-24-125	Jacquelyn Porter

7. General Orders

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

a.	Consider award of Monticello Project Bid #8-2024 to Ellsworth Construction OKC, LLC for a unit price of \$3,058,797.19, approve Amendment #5 with Kimley-Horn for construction administration services in the amount of \$90,900.00, authorize total construction expenditures of \$3,547,200 to include construction contract, construction administration services, testing and contingency, authorize City Manager to sign related documents, and approve associated budget amendments.	CC-24-126	Travis Small
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8. 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-2024-34: A RESOLUTION AUTHORIZING THE CITY OF STILLWATER TO ACCEPT LOCAL FUNDING FROM THE 2024 STATE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF \$1,030,000 AND TO DESIGNATE THE STATE OF OKLAHOMA, SPECIFICALLY THE OKLAHOMA OFFICE OF HOMELAND SECURITY, AS	CC-24-127	Kimberly Carnley, Rob Hill
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	THE AGENT FOR THE LOCAL SHARE OF GRANT FUNDING FOR THE PURPOSE OF FUNDING PLANNING AND OPERATIONAL OVERSIGHT COSTS OF THE OKLAHOMA COUNTER TERRORISM INTELLIGENCE CENTER (OCTIC) AND ENHANCING DOMESTIC VIOLENCE EXTREMIST CAPABILITIES AND PROGRAM MANAGMENT; AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING		
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9. 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. 3547: AN ORDINANCE AUTHORIZING THE RESTATEMENT OF THE LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT DATED APRIL 1, 1979, AS HERETOFORE AMENDED, INCLUDING THE EXTENSION OF THE LEASE TERM; PROVIDING FOR CITIZEN INITIATED REFERENDUM OF SAID LEASE AGREEMENT IN ACCORDANCE WITH SECTION 4- 2 OF THE CITY CHARTER.
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10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Adjourn

On October 18, 2024 at 8:15 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8243.

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.

- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED OCTOBER 3, 2024 AT 9:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
SPECIAL MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
OCTOBER 4, 2024**

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

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 11:00 a.m.

- 2.** Request for an Executive Session pursuant to 25 O.S. § 307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of discussion of the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek, including discussion of the Employment Agreement between the City of Stillwater and Kimberly Meek.

3. EXECUTIVE SESSION

Consideration, discussion and possible action to enter into executive session for the purpose of discussion of the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek, including discussion of the Employment Agreement between the City of Stillwater and Kimberly Meek.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO ENTER INTO EXECUTIVE SESSION at 11:01 A.M.

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

4. RETURN FROM EXECUTIVE SESSION

Consideration, discussion, and possible action regarding the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek, including possible action related to the Employment Agreement between the City of Stillwater and Kimberly Meek, including possible action to authorize payment of the severance package provided for in the Employment Agreement.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO RECONVENE THE STILLWATER CITY COUNCIL MEETING AT 11:30 A.M.

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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE TERMINATION OF CITY MANAGER KIMBERLY MEEK'S EMPLOYMENT AGREEMENT

PURSUANT TO SECTION 8.3, TERMINATION FOR ANY REASON OTHER THAN CAUSE, AND AUTHORIZE PAYMENT OF THE SEVERANCE PACKAGE IN SECTION 8.4, EFFECTIVE IMMEDIATELY.

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

5. If action is taken on item 4 on the agenda, the City Council may discuss and take possible action to appoint an Acting or Interim City Manager.

MOTION BY MAYOR JOYCE AND SECOND BY COUNCIL CLARK TO APPOINT BRADY MOORE AS INTERIM CITY MANAGER.

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

6. ADJOURN

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ADJOURN THE OCTOBER 4, 2024 SPECIAL MEETING OF THE STILLWATER CITY COUNCIL.

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

The October 4, 2024 special meeting of the Stillwater City Council adjourned at 11:32 a.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED OCTOBER 3, 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
OCTOBER 4, 2024
11:00 A.M.

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

- a. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Manager Kimberly Meek, including discussion of the Employment Agreement between the City of Stillwater and 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).

The Executive Session concluded at 11:30 a.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED OCTOBER 4, 2024 AT 11:50 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
OCTOBER 7, 2024**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Boy Scout Troup 802 led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS/PRESENTATIONS

a. Public Power Week

Mayor Joyce read the proclamation declaring October 6-12, 2024 as Public Power Week. Electric Utilities Director Loren Smith accepted the proclamation.

b. Fire Prevention Week

Mayor Joyce read the proclamation declaring October 6-12, 2024 as Fire Prevention Week. Sparky, Fire Marshal Thomas Tharp and Deputy Fire Marshal Dustan Portman accepted the proclamation.

c. Stillwater Model Aviation Day

Mayor Joyce read the proclamation declaring October 12, 2024 as Stillwater Model Aviation Day. Kevin O'Dell accepted the proclamation and invited everyone to attend the Stillwater Model Aviation Day Open House on Saturday, October 12, 2024, from 10 a.m. to 4 p.m.

4. CONSENT DOCKET

- a. Approve September 23, 2024 regular session meeting minutes
- b. Approve budget amendment appropriating the remaining Coronavirus Local Fiscal Recovery Funds (ARPA Funds) to the Engineering Services for FY 2025 Water Projects
- c. Approve budget amendment for Stillwater Animal Welfare for donations, grants, rebates and stipends related to training and vaccination clinics.
- d. Approve award of Bid #43-2024 to Lambert Construction in the amount of \$216,440 and approve related budget revision in the amount of \$238,084 to include a 10% contingency for the Couch Park Comfort Station; and authorize the City Manager to sign related documents.
- e. Approve the Encroachment Agreement and Release of Liability for 524 South Duncan Street and authorize the City Manager to execute the agreement.

- f. Approve budget amendment to appropriate Transportation Sales Tax funds for street maintenance materials for Public Works transportation asset management
- g. Approve budget amendments to reflect receipt and appropriation of insurance proceeds.

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

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

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

Roger Gose, 1120 E. Connell, stated that regarding Ordinance No. 3545, he would like the City to consider moving some of the rural fire funds over to the bond to help pay for the new Fire Station.

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. First public hearing, pursuant to 62 O.S. § 859, and presentation of the proposed Stillwater Data Center Economic Development Project Plan and its supporting six (6) incentive districts for the purpose of providing information, including an analysis of potential positive or negative impacts, and answering questions regarding the proposed Project Plan and Incentive Districts

Dan Batchelor with Center for Economic Development Law (CEDL) stated they have been engaged as special counsel with the City of Stillwater in connection with its Economic Development efforts. He stated that this first Public Hearing is to provide information about the proposed project and to answer questions. There will be Second Public Hearing where all will be invited to make statements for and against the project plan and its adoption before action by the City Council. He stated that with a well designed and thoughtful economic development project, all participants can be winners. Mr. Batchelor stated that after evaluating the project and participating in the negotiations, CEDL believes, in their professional opinion and judgement that the proposed project plan is a very desirable step for the City of Stillwater. Mr. Batchelor presented a summary of the project plan objectives, overview of the project including the location and the six development phases/six incentive districts. He discussed Phase 1 and Phase 2 of the payments that will be made to the taxing jurisdictions in lieu of paying ad valorem taxes as well as the community better payments that will be made to the City of Stillwater. Mr. Batchelor reported that both the Review Committee and the Planning Commission unanimously recommended approval of the Project Plan.

Councilor Clark stated that he would like to reemphasize the positive financial impact this development would have on the Stillwater Public Schools.

Mayor Joyce opened the public hearing.

Robin Cornwell, 2223 N. Crescent, asked for clarification on the timeline of the approval of this project. She stated she has heard about the benefits of this project but she also wants to know the risks. She expressed her concern about the use of fossil fuel for energy, water usage and wastewater.

Mayor Joyce stated that with this type of plan, all the boards for each taxing jurisdiction will have to individually approve this tax incentive within 60 days of Council's approval.

Interim City Manager Brady Moore explained that regarding the risks City staff has been doing extensive due diligence with the company by meeting weekly to go over all the City's capacities and infrastructure. He stated that numerous hours have been spent to make sure that no pressure is being placed on the City's infrastructures. Mr. Moore stated that this is a company that has a history of building high quality large data center facilities, they are the creator and the end-user, so the facility will not be built cheaply then sold off. Mr. Moore reported that in regards to water usage, the Economic Development Agreement (EDA) that is presented to Council has a max usage of 2.7 million gallons per day (MGD) for both phases. He stated that the City's current water capacity rights on Kaw Lake are 50 MGD and the average over a year the City has used is 7 MGD. As far as wastewater, the company uses a very proprietary clean system so the amount of water usage in is not the water usage out so it recycles. They have worked with the City's wastewater management team to make sure that the clean water falls within the limits of the City's wastewater current plan. Phases 3 through 6 have a much higher cost on the company to provide the infrastructure improvements if needed. Mr. Moore stated that the tax document handles all six tax incentive districts but the EDA being considered is only for Phases 1 and 2.

Mayor Joyce stated that the water the company discharges will be able to be discharged straight into the City's wastewater system, nothing will be discharged that will require any additional treatment.

Henri Uehara, 1911 W. Kelsey, asked for more information and details on the planned project to be able to make an informed decision. He expressed his concerns about the impact this project will have over future environmental issues that could harm the community. He stated another concern is that AI Data Centers consume six to 12 times more energy than a conventional Data Center. He stated that he believes the power and water consumption figures that the developer has provided to the City should be made public. He stated he would like to know if the developer has any plans to offset the carbon emissions from this project through any renewable power purchase agreements. He asked if the deal that has been negotiated is fair to the community or are we selling ourselves short. He stated it would be nice to see some amount of supporting data so we could see that this deal is fair and equitable. He asked how the 3% Franchise Fee was determined. He stated he has heard about the Community Betterment Payments but what expenditures will the City need to provide to support this project.

Mayor Joyce stated the City's water infrastructure can handle the initial two phases but if a third phase is built that would require an expansion of the City's water resource availability. According to the EDA, all additional infrastructure costs that would be required because of this project are on the developer. Mayor Joyce said he agrees with the concerns about wanting this to be a clean energy project and stated they will look into it. Mayor Joyce reported that with the amount of research and work done by City staff, the developer and CEDL, he thinks this is a good deal for the City of Stillwater.

Interim City Manager Brady Moore stated that the 3% Franchise Fee is very similar to the 3% Franchise Fee that the City has with Oklahoma State University (OSU), which went through a similar process with a vote of the people to authorize OG&E to serve the OSU campus. The infrastructure for this project will be solely on OG&E.

Brad Schuermann, 1727 Fiddlers Hill St., stated he would like to see the company come present their plans to the public and not behind closed doors. He stated he feels the company owes the citizens more information like how big will the buildings be, when is the anticipated start and finish dates, etc. He asked for clarification on backup power for OG&E if their plant goes down, is Stillwater going to be their secondary source. He asked for verification if the Data Center would be using grey water or pure water. He stated since he does not know who the company is so he researched the LLC through the Oklahoma Corporation and the name Kipper LLC is registered as a Foreign LLC.

Interim City Manager Brady Moore stated that the EDA states clean water will be used.

Mayor Joyce stated that a Foreign, LLC means that company is not based in this state. It does not mean that this company is based outside the country but it means that it was not formed in the State of

Oklahoma. Mayor Joyce stated it is not the City's job to help the company build this facility, it is for the City to say if you're going to build a facility like this on this land, here is what the City is able to incentivize the company to do. The company is in a competitive environment so they will not disclose all their particular information publicly as that is just how these things work. This is the world we live in now so if The City is not going to play in this game, this Data Center will get built somewhere else. This development is projected to bring \$111 million dollars in projected City revenue over the next 25 years just for the first two phases. Those funds are dedicated to public facilities like parks, libraries, swimming pools and other public facilities that the City does struggle to fund. The concern about the water infrastructure is more about the redundancy of the water supply and the City has talked to this company about it and they understand the fact that there is one waterline that comes down from Kaw Lake. The major concern now is funding to create redundancy in the City's water supply by creating local storage and backup and expanding the water plant. All of these projects ducktail with this project, because if they do grow into the next phases they can help provide some of the investment to help make these advancements.

O'Phelia Bee, 320 W. Elm, Apt 2, asked why voters are being expected to vote on this issue without being provided all the information and will they be provided the information before the vote. She stated it would be nice to have a breakdown of the actual numbers and to know which company is actually coming in. She is also concerned about green energy and also if this is a pathway for the future for outside companies to come in and take over the Stillwater power grid.

Mayor Joyce stated that the only public vote that is a part of this project is to grant OG&E a franchise to serve this specific development. The vote passing or failing doesn't necessarily approve or disapprove of this project itself. Stillwater Power could serve this project if the voters do not want OG&E to serve it. The company has requested the option to use OG&E and for them to have the option to use OG&E, the City has to be able to grant them a Franchise Agreement.

Councilor Clark stated that this is not a pathway for an outside electric company to take over the City of Stillwater power grid because for any company to come inside the City limits there would still have to be a citizen vote to allow that to happen.

Interim City Manager Brady Moore reported that City staff put in significant hours and even hired consultants to evaluate SUA serving this project versus the OG&E Franchise to get to this point and allowing this to go to the vote of the people.

Douglas Dollar, 219 E. Greenvale Ct., stated that to his understanding this project has been going on for years with very little information made available. He stated that there is growing concern in Parkview Estates where he lives about the effects of the Data Center on their community as it will be right across the road from them. He commented that Data Center's are tremendously controversial because they produce few jobs relative to the real estate they consume, deplete and contaminate water resources, pollute the air and cause other environmental and community concerns. He expressed his concerns about a water shortage as Kaw Lake is used by other communities for a water source. He asked how Council would recommend citizens to ask questions regarding this project to get specific answers.

Mayor Joyce replied that citizens can contact any of the City Councilors or City staff by email. He stated that the Project Plan for the Data Center is posted on the City's website. Mayor stated that Kaw Lake is an Army Corp of Engineers Reservoir and Stillwater was one of the founding members that built that reservoir and we have 50 MGD water rights out of it. If other cities want to get water rights from Kaw Lake, the Army Corp of Engineers will do the studies necessary to make sure there is enough capacity in the lake for the long run to be able to feed additional communities.

Interim City Manager Brady Moore reported that no one is more defensive or protective of the City's water infrastructure than the City's water engineers. He stated that he agreed with the need for increased communication and City staff is currently working on this item. He said more frequent FAQ's will be going

out on social media along with more information for the vote so citizens can make an educated decision on the vote.

Councilor Clark announced that any of the Councilors or City staff would come to civic groups to speak about this project. He stated that the first two phases of this project will be built on the far east side of the property (3/4 of a mile from Perkins Road) so it should be a long way from Parkview Estates. The facility will have to meet the noise ordinance of Stillwater and for Light Industrial zoning that is less than 65 decibels.

Roger Gose, 1120 E. Connell Ave., stated his question for the FAQ is it possible to get a ballpark figure of what it would cost Stillwater Electric Utility to serve this facility with what OG&E will be providing at no cost to the City and paying the City the franchise fee.

Mr. Batchelor emphasized that this is a process and this is legally the first official public step for public information. There are three parts to the approval process. Following the public hearings, Council will have to approve three documents: the Project Plan, the Incentive Agreement, and the Economic Development Agreement. The EDA will address many of the questions and issues brought up at this public hearing. He stated that CEDL has worked with many cities over the years and he said that the City of Stillwater's elected leadership and City staff have been remarkable in their diligence with respect to this project. They have asked the hard questions, searched out the challenging answers and looked for ways to make sure that this community is very fully protected.

Mayor Joyce closed the public hearing.

8. GENERAL ORDERS

a. Presentation of Lead and Copper Rule Water Service Line Inventory

Water Utilities Engineer David Barth presented the Lead and Copper Rule Water Service Line Inventory. He reported that in 2021, the EPA revised the Lead and Copper Rule (LCRR) requiring municipalities to develop and release to the public a water service line inventory by October 16, 2024. The City has 18,849 water services within the distribution system. Of those, 18,071 services have materials that are considered non-lead (PVC, HDPE, Copper, Galvanized). This determination was made either by visual inspection of the service or based on the date the service was installed. Mr. Barth stated that the remaining 778 services are considered unknown material. Of the 18,071 services with known service line materials, 287 are galvanized pipe requiring replacement according to the LCRR. He stated that staff compiled the above data into a water service line inventory which was then linked to the City's GIS system to create an interactive map. The inventory and map will be published on the City's website before October 16, 2024 to comply with the LCRR and will be updated on a regular basis. Mr. Barth answered Council's questions.

No action was taken on this item.

b. Approve a Professional Services Agreement (PSA) with CEC Corporation for \$722,700 (includes \$664,510 for roadway and \$58,190 for waterlines); authorize the City Manager to sign the related documents; and authorize a budget amendment in the amount of \$433,510 from Transportation Sales Tax Fund.

Engineering Manager of Transportation and Drainage Travis Small reported that in April 2021, City Council approved the FY21 Pavement Management Plan which included a roadway project on Knoblock from 4th to University and in August 2021 SUA approved a waterline improvement project that coincided with the Knoblock project. In April 2024, staff presented a proposal to City Council to combine efforts for additional roadway work in the same area. Mr. Small stated that staff issued a Request for Proposals (RFP) focused on providing professional services to address roadway and waterline improvements in

these locations. Staff received four responses, and each underwent a detailed assessment. CEC Corporation was selected as the top candidate and a Professional Services Agreement was negotiated.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CEC CORPORATION FOR \$722,700 (INCLUDES \$664,510 FOR ROADWAY AND \$58,190 FOR WATERLINES); AUTHORIZE THE CITY MANAGER TO SIGN THE RELATED DOCUMENTS; AND AUTHORIZE A BUDGET AMENDMENT IN THE AMOUNT OF \$433,510 FROM TRANSPORTATION SALES TAX FUND.

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

- c. An update on the Stillwater Animal Welfare (SAW) project and approve a Professional Services Agreement with Barrett L. Williamson Architects, Inc. for a fee of \$93,958 related to Phase 1 Work for planning and schematic design, 3D rendering and budget development for GO Bond support for the proposed Stillwater Animal Welfare Facility; authorize the City Manager to sign related documents; and approve the associated budget amendment for \$103,354 which includes PSA Phase 1 Work and contingency.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HAWKINS TO RECESS THE CITY COUNCIL MEETING.

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

City Council meeting recessed at 7:26 p.m. and reconvened at 7:28 p.m.

Engineering Director Candy Staring reported that in March 2024 staff presented to Council the site selection results for the animal welfare facility. In July 2024, a Request for Proposals for architect design services was issued and five proposals were received. Three firms were short-listed for interviews. Ms. Staring stated that through staff ranking and scoring, Barrett L. Williamson Architects, Inc. (BLW) with Animal Arts as its subconsultant, was selected. Staff have negotiated a scope and fee with BLW for schematic design and budget development. Ms. Staring introduced Barrett Williamson, and he gave a history and overview of BLW.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH BARRETT L. WILLIAMSON ARCHITECTS, INC. FOR A FEE OF \$93,958 RELATED TO PHASE 1 WORK; AUTHORIZE THE CITY MANAGER TO SIGN RELATED DOCUMENTS; AND APPROVE THE ASSOCIATED BUDGET AMENDMENT FOR \$103,354 WHICH INCLUDES PSA PHASE 1 WORK AND CONTINGENCY.

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

9. RESOLUTIONS

- a. Resolution No. CC-2024-30 A resolution of the Stillwater City Council adopting the Stillwater Regional Airport Community Participation Plan as required by the Federal Aviation Administration (FAA) for recipients of federal financial assistance.

City Attorney Kimberly Carnley reported that adoption of a Community Participation Plan is required for recipients of federal funds. The purpose of the Community Participation Plan is to meet nondiscrimination obligations to ensure that communities affected by Stillwater Regional Airport

projects or operations can be informed and participate in airport planning efforts. Approval of this resolution adopts the plan for Stillwater Regional Airport as required by the FAA.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2024-30 AS PRESENTED.

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

- b. Resolution No. CC-2024-31: A resolution stating the City of Stillwater's intent to reimburse project expenses as required by section 1.150-2 of the treasury regulations.

City Attorney Kimberly Carnley reported that this resolution is related to the City's proposed animal welfare facility. Should the City be successful in financing the project with a general obligation bond issue, the City is entitled to reimbursement of project costs incurred prior to the issuance of bonds. Approval of this resolution expresses the City's intent to reimburse project costs to satisfy treasury regulations.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2024-31 AS PRESENTED.

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

- c. Resolution No. CC-2024-32: A resolution accepting beneficial interest in an amended trust indenture creating and recreating The Stillwater Utilities Authority; and containing other provisions relating thereto.

City Attorney Kimberly Carnley introduced Alan Brooks, Public Finance Law Group, PLLC, Bond Counsel for the City of Stillwater.

Mr. Brooks stated there are several items on the agendas that relate to refinancing the City's outstanding debt obligations. After working on this process and with City staff, they concluded that this would be a good opportunity to restructure the City's organizational documents such as Lease Agreement, Trust Indenture, etc.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2024-32 AS PRESENTED.

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

Councilor Clark left the Council Chambers at 7:39 p.m.

- d. Resolution No. CC-2024-33: A resolution of the City Of Stillwater, Oklahoma (The "City") Approving The Incurrence Of Indebtedness By The Stillwater Utilities Authority (The "Authority") Issuing Its Utility System And Sales Tax Revenue Bonds (The "Bonds") In One Or More Series For The Purpose Of Refunding Certain Obligations Of The Authority; Providing That The Organizational Document Creating The Authority Is Subject To The Provisions Of The Bond Indenture, Waiving Competitive Bidding And Authorizing The Sale Of Said Bonds By The Authority At Negotiated Sale And At A Price Less Than Par; Ratifying And Confirming A Lease Agreement, As Amended, Pertaining To The Leasing Of The City's Water, Sanitary Sewer, Solid Waste, And Electric Systems To The Authority, And Authorizing An Amended Lease Agreement And Operation And Maintenance Contract; Approving And

Authorizing Execution Of A Sales Tax Agreement By And Between The City And The Authority Pertaining To A Year-To-Year Pledge Of Certain Sales Tax Revenue; Approving The Forms Of A Continuing Disclosure Agreement And An Official Statement; And Containing Other Provisions Relating Thereto.

Chris Gander, BOK Securities, reported this is an opportunity to refinance a 2014A Bond and he discussed the history of the Bond and explained the Outstanding Bond issue versus the proposed Refunding Bond issue.

Mr. Brooks stated that this resolution is the action required by the City, as the beneficiary of the Public Trust, to approve the transaction in accordance with Oklahoma law. The SUA resolution is on the SUA agenda for consideration.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2024-33 AS PRESENTED.

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

Councilor Clark returned to the Council Chambers at 7:47 p.m. Mayor Joyce stated that Councilor Clark did not vote on this resolution or participate in any way.

10. ORDINANCES

a. First Reading

Ordinance No. 3546: An ordinance approving and adopting the Stillwater Data Center Economic Development Project Plan and Supporting Incentive Districts, pursuant to the Oklahoma Local Development Act; identifying and establishing six incentive districts; designating and adopting project area and incentive district boundaries; deferring the numerical designations and effective dates for the incentive districts; adopting certain findings; authorizing the City of Stillwater and the Stillwater Economic Development Authority to carry out and administer the Project Plan; ratifying and confirming the actions, recommendations and findings of the Review Committee and the Stillwater Planning Commission; approving and adopting a tax incentive agreement; providing for severability; and declaring an emergency

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3546 TO SECOND READ AS PRESENTED.

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

MOTION BY COUNCILOR CLARK, SECOND BY HAWKINS DECLARING ORDINANCE NO. 3546 AN EMERGENCY.

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

Ordinance No. 3547: An ordinance authorizing the restatement of the Lease Agreement and Operation and Maintenance Contract dated April 1, 1979, as heretofore amended, including the extension of the lease term; providing for citizen initiated referendum of said Lease Agreement In accordance with Section 4- 2 of the City Charter.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3547 TO SECOND READ AS PRESENTED.

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

b. Second Reading

Ordinance No. 3545: An ordinance amending the Stillwater City Code by amending Chapter 20, Fire Prevention and Protection, Article II, Fire Department, by amending Section 20-30, Fire Service Fees by designating how funds collected are to be used and by increasing the Rural Fire Services Contract Annual Fee; repealing all ordinances to the contrary; and providing for severability.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3545 AS PRESENTED.

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

11. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - Interim City Manager Brady Moore announced that this is a busy and exciting time in Stillwater. One of the projects (discussed earlier this evening) is the data centers and the upcoming election regarding the electric provider for the data centers. However, we have many projects and economic development initiatives underway, including the new terminal at Stillwater Regional Airport, Rails to Trails, Block 34, Fire Station #2, Animal Welfare, and more. For updates, please visit our website often at Stillwaterok.gov/projects, and follow us on social media. Please follow the City of Stillwater on Facebook, Instagram, X, and YouTube.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin announced that on Saturday, October 19th, the City's Watershed Quality Department will have its bi-annual Household Hazardous Waste Collection event. The event will be from 8 a.m. to 1 p.m. at the Convenience Collection Center located at 807 S. Perkins Road. During this event, residents are encouraged to drop off any household pollutants for free. Accepted items include oil-based paints, pesticides, herbicides, household cleaning products, pool chemicals, unused pharmaceuticals, and more. The Convenience Collection Center will still accept regular trash and recycling that day. However, trailers and commercial waste are not allowed. Yard waste will be accepted after 1 p.m.
 - Councilor Clark reported that the P&R Department currently have surveys being conducted for the neighborhood parks. If you utilize these specific spaces or live in neighborhoods near these parks, please participate in the short surveys. Also, the City knows it's early, but we ask that residents save the date now and plan to attend the community meeting on January 9, 2025, to provide input as a "vision plan" is developed for parks, community spaces, and public facilities. These are your public parks and community spaces, and the City wants to make sure they meet the needs of the residents and families. Your voice matters, please plan to join us on January 9.
 - Councilor Hawkins announced that the City is developing the Envision Stillwater 2045 Comprehensive Plan and needs community input. Your opinions and life

experiences matter. They will be utilized as a blueprint to determine housing, economic development, work force, and much more. Please complete the survey online at: envisionstillwater2045.com or visit the public library for a printed copy. The last day to complete this survey is Sunday, October 20. After the 20th, the feedback received will be compiled and used for Envision Stillwater 2045.

- Vice Mayor Dzialowski announced that there is now enhanced event programming at the Senior Center. The October calendar of activities is available online at stillwaterok.gov/seniorcenter. There you will see activities from line dancing, cards, watercolor, Zumba class, guitar lessons, to a Halloween party and more. If you have questions, contact Senior Center Coordinator Teresa Goodner by email at Teresa.goodner@stillwaterok.gov and by phone at (405) 747-8080.
- Mayor Joyce announced that the City has a new initiative to address sidewalk concerns throughout our community. Our community continues to become multi-modal, embracing walking, running, cycling, and more. We want to make sure we have safe and connected pathways. Residents are encouraged to share suggestions for sidewalk improvements through the City of Stillwater's "Sidewalk Connect." Those who report connection and repair projects will receive an automated response letting them know their submission has been received. All projects submitted will be sent to our Engineering and Community Development departments for review and incorporated into future planning efforts based on overall impact to the public, available budget, ongoing projects, and more. To report a sidewalk concern or request a connection, go to stillwaterok.gov/sidewalkconnect.
- Mayor Joyce also announced that November 4, 2024 will be the date of the Second Public Hearing and presentation of the Stillwater Data Center Economic Development Plan, at which time any interested persons shall have the opportunity to be heard in support or opposition to the proposed Project Plan prior to any action with regard to adoption of the proposed Project Plan.
- i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

13. ADJOURN

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE OCTOBER 7, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The October 7, 2024 regular meeting of the Stillwater City Council adjourned at 7:56 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: OCTOBER 21, 2024

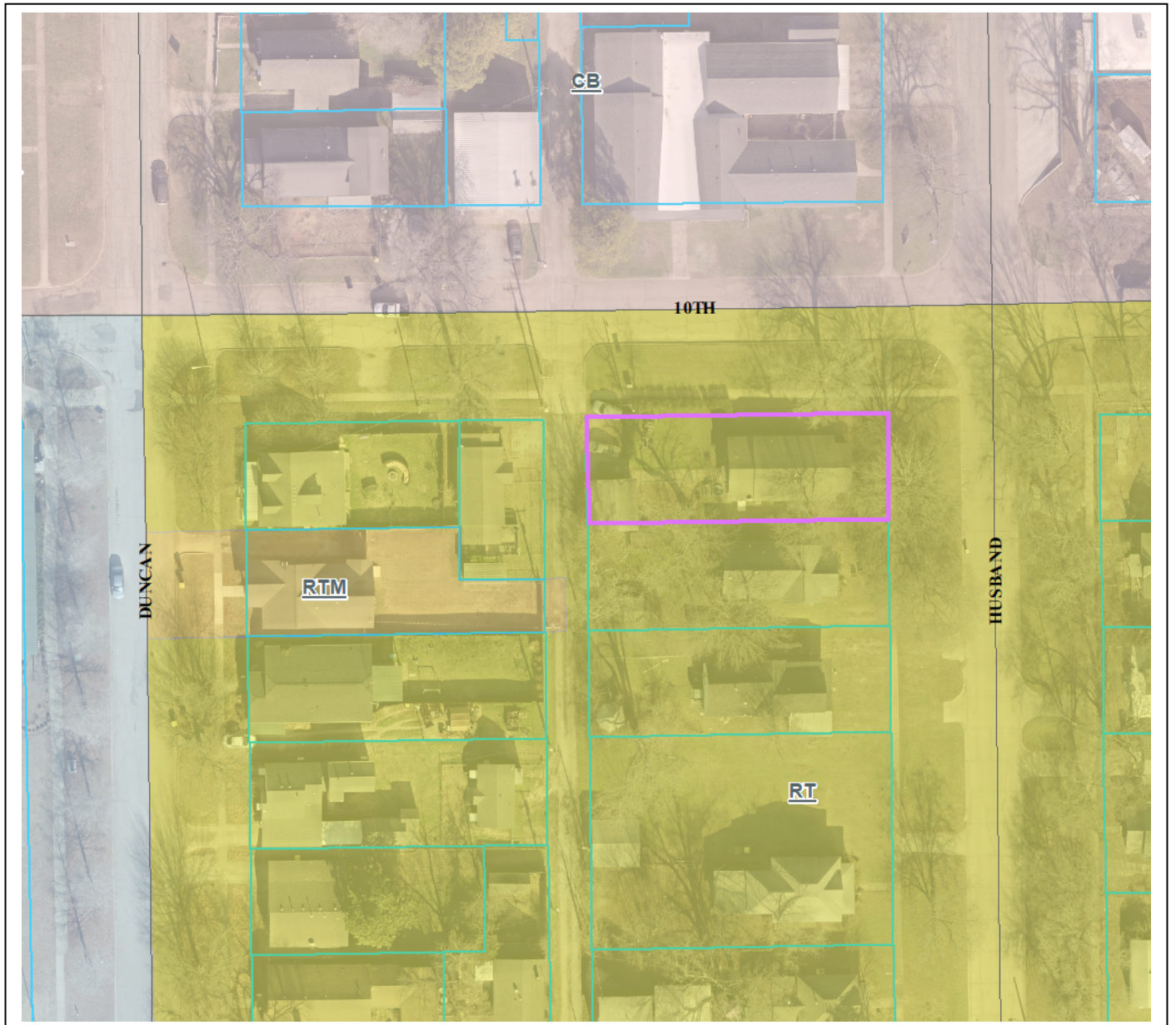


Agenda Item:	6.a. CC-24-124
Previous/Related Action:	<u>October 1, 2024, Planning Commission Report</u>
Background/Issue:	The applicant requests review and approval of a Map Amendment to rezone the property addressed as 1002 South Husband Street from Two-Family Residential (RT) to Commercial Business (CB). The subject property is located in the southwest area of Stillwater, near the intersection of South Husband Street and West 10th Avenue. The subject property is located southwest of the intersection and is currently zoned as a two-family residential with a single-family structure and accessory structure (detached garage). Progressive Development Corp. LLC requests to rezone the property to Commercial Business (CB) for a potential restaurant and/or retail site. The property is located south of West 10th Avenue with Commercial Business zoning north of the subject property. Two-family residential (RT) surrounds the property to the east, south, and west. Empire Slice House and Stonecloud Stillwater Patio & Taproom are located Northeast of the intersection of South Husband Street and West 10th Avenue in the Commercial Business zoned area.
Proposal/Solution:	The Planning Commission recommended approval with a 3-0 vote based upon the following findings: • The Land Development Code allows for the rezoning of land via Map Amendments. • Commercial Business is located adjacent to the property across West 10th Avenue. • The Comprehensive Plan calls for commercial uses in this area.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Map Amendment for the property addressed as 1002 South Husband Street.
Prepared By:	Jacquelyn Porter, Planner

Reviewed By:	Jeff Mathews
	Brady Moore
	Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. MA24-10 - Area Map
2. Zoning Comparison Chart, RT to CB
3. Doc PC Meeting Summary



Stillwater. OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA24-10)
Request: A change in zoning from Two-Family Residential (RT) to Commercial Buisness (CB)
Address: 1002 S Husband
Applicant: Cory Williams (Progressive Development)

ZONING COMPARISON CHART		
	RT (Residential Two-family)	CB (Commercial Business)
Min Lot Size	7,500 square feet	No min requirements
Min Lot Width/Depth	60/100 feet	No min requirements
Max Structure Height	35 feet	No min requirements
Min Front Yard	20 feet/10 feet from alley	No min requirements
Min Side Yard - boundary with:		
Residential district	5 feet	20 feet
Commercial district	15 feet	No min requirements
Industrial district	15 feet	No min requirements
Min Rear Yard - boundary with:		
Residential district	20 feet	25 feet
Any other district	20 feet	No min requirements
Max Lot Coverage	40 percent	100 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	Required when abutting RSS, RSL, RMH, RT or RM; 70% opaque up to 3- feet tall and 40% opaque up to 5-feet tall; 1+ story structure requires 6-foot high landscape buffer when adjacent to residential district • Arts and Entertainment • Bed and Breakfast, Hotel, Motel • Beverage Services • Boarding houses/Rooming houses • Educational Services • Financial Institutions and Services • Food Services • Free-Standing Self Service Facilities • Mixed Use • Multi-family • Parking Lots/Garages • Personal and Laundry Services • Professional and Administrative Office and Services • Public Administration and Service • Recreation • Retail Trade • Townhome • Unit (condominium) Ownership
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	• Conventional single-family • Residential design manufactured home • Two-family (duplex)	

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF OCTOBER 1, 2024
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED September 27, 2024 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

Jana Phillips, Chair
Riley Williams, Vice Chair
David Peters, Member

MEMBERS ABSENT

Mark Prather, Member
Mike Shanahan, Member

STAFF PRESENT

Kimberly Payne, Assistant City Attorney
Jacquelyn Porter, City Planner
Joshua Brown, Project Manager
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant
Staff Absent

1. CALL MEETING TO ORDER.

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

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4. PUBLIC HEARING

- a. Receive public comment regarding a request from Progressive Development Corp., LLC, for a MAP AMENDMENT (MA24-10) to rezone property addressed as 1002 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.

Jaqueline Porter, City Planner presents the item and asks if there are any questions for staff; none respond.

Chair Phillips invites the applicant's representative to speak.

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

- Here on behalf of the applicant.
- Staff presentation covered the item sufficiently.
- Comments that as this area develops, the applicant is trying to be able to utilize these properties more in line with the Commercial Business zoning that is already in the proximity.

Chair Phillips asks if there any questions; none respond.

Chair Phillips opens the public hearing and asks if there is anyone that would like to speak in favor of this item; none respond. Chair Phillips asks if there is anyone that wishes to speak in opposition of this item.

Griffin Pivateau, 1104 S Husband

- Lives one block down from subject property.
- Believes this area has great residential charm with the library, community center, and downtown close by.
- Feels the area has already been harmed by the businesses coming in down the street.
- Thinks by developing Husband it is preventing the development of Main St. which is one street over.
- Believes since Main St. is wider and has more parking so it is better suited for business development.
- Since Husband St. is not as wide, the increase in parking there has essentially turned it into a one-way street.
- Residents have invested in this area and changing it to business will mitigate that investment.

Chair Phillips invites the applicant's representative back up to address some of the points raised.

Mr. Gose responds in that they understand the resident's concerns about commercial business coming to the area, but the Stillwater Comprehensive Plan had projected this area to become commercial years ago; and with this projection, it encourages commercial businesses to come invest in this area.

Vice Chair Williams asks if the applicant is planning on keeping the existing building there for commercial business. Mr. Gose confirms that all the discussions with the developer indicates that they plan on using the exiting building; explains that the Payne County Democrats have been meeting there and that is what spurred this application, to allow a meeting area to be a use by right; and the applicant has a lot of other properties in this area and likes to reuse and preserve existing architecture if possible.

Chair Phillips asks if any onsite parking would be developed. Mr. Gose says with the Commercial Business district zoning there are not parking requirements, but the next item on the agenda is map amendment is being brought forward to put in additional parking for this area; and comments that the City is currently working on ways to add more parking to this area.

Chair Phillips asks if there are any further questions from the commissioners; none respond. Chair Phillips closes the public hearing and asks staff to present findings and alternatives.

Ms. Porter presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. Commercial Business located adjacent to the property across West 10th Avenue.
3. The Comprehensive Plan calls for commercial uses in this area.

Alternatives:

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

Commissioner Peters comments that with Block 34 coming, there is going to be continued desire for commercial development in this area; and believes that with Main St. being one block north, the proximity of this area makes it more desirable for commercial businesses.

Vice Chair Williams points out that this item and the next item on the agenda block in a residential address on either side and is wondering what the landscaping or screening requirements would be. Mr. Porter returns to explain that any business that went in would trigger the requirements for screening between a commercial and residential district.

Vice Chair Williams states that he agrees with Commissioner Peters, that it looks like this area is going to have more and more upcoming commercial development.

Chair Phillips comments that she also agrees and states that the Comprehensive Plan projected this area to be commercial 20 years ago and these recent developments are starting to show that forethought come into play.

Vice Chair Williams motions to approve the Map Amendment as presented, Commissioner Peters seconds.

Roll Call:	Phillips	Shanahan	Prather	Williams	Peters
	Yes	Absent	Absent	Yes	Yes

Time: 15 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: OCTOBER 21, 2024

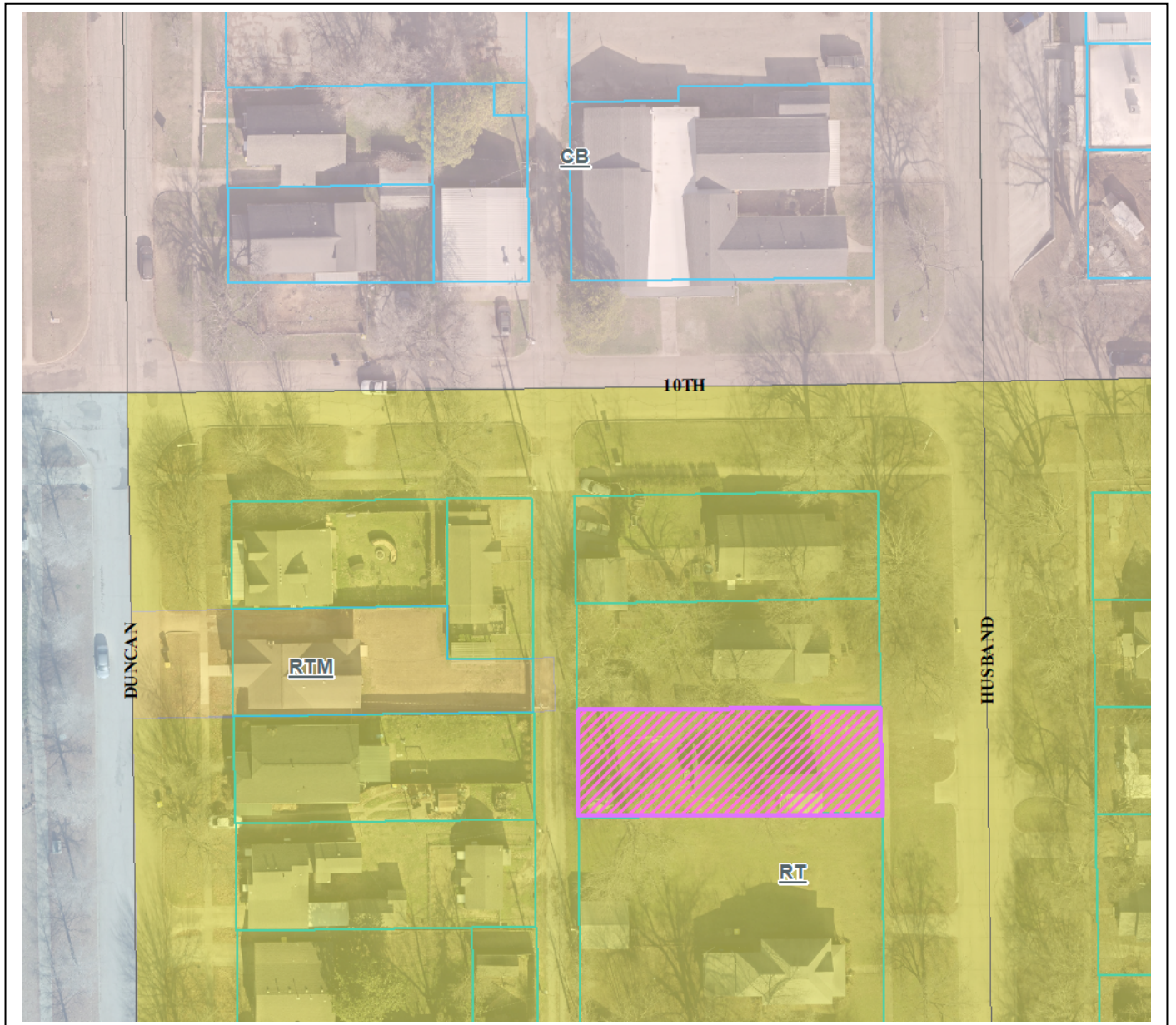


Agenda Item:	6.b. CC-24-125
Previous/Related Action:	October 1, 2024, Planning Commission Report
Background/Issue:	The applicant requests review and approval of a Map Amendment to rezone the property addressed as 1010 South Husband Street from Two-Family Residential (RT) to Commercial Business (CB). The subject property is located in the southwest area of Stillwater, near the intersection of South Husband Street and West 10th Avenue. The subject property is located in the middle of the block southwest of the intersection and is currently zoned Two-Family Residential with a single-family structure and two accessory structures (a carport and a tool shed) on the property. Progressive Development Corp. LLC, on behalf of Outer Banks, LLC, both LLCs owned by Cory Williams, is requesting to rezone the property to Commercial Business (CB) for potential parking and/or commercial redevelopment. Similar Two-Family Residential (RT) zoning is located adjacent to the subject property. 1002 South Husband Street, which has been presented to be rezoned to CB is located to the north of this property, with one lot between them. Empire Slice House and Stonecloud Stillwater Patio & Taproom, located north of West 10th Avenue, are zoned Commercial Business (CB).
Proposal/Solution:	The Planning Commission recommended approval with a 3-0 vote based upon the following findings: • The Land Development Code allows for the rezoning of land via Map Amendments. • Commercial Business located in the vicinity to the north of the subject property across West 10th Avenue. • The Comprehensive Plan calls for commercial uses in this area.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Map Amendment for the properties addressed as 1010 South Husband Street.

Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. MA24-11 - Area Map
2. Zoning Comparison Chart, RT to CB
3. Doc PC Meeting Summary



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA24-11)
Request: A change in zoning from Two-Family Residential (RT) to Commercial Buisness (CB)
Address: 1010 S Husband
Applicant: Cory Williams (Progressive Development) o/b/o Outerbanks LLC

ZONING COMPARISON CHART		
	RT (Residential Two-family)	CB (Commercial Business)
Min Lot Size	7,500 square feet	No min requirements
Min Lot Width/Depth	60/100 feet	No min requirements
Max Structure Height	35 feet	No min requirements
Min Front Yard	20 feet/10 feet from alley	No min requirements
Min Side Yard - boundary with:		
Residential district	5 feet	20 feet
Commercial district	15 feet	No min requirements
Industrial district	15 feet	No min requirements
Min Rear Yard - boundary with:		
Residential district	20 feet	25 feet
Any other district	20 feet	No min requirements
Max Lot Coverage	40 percent	100 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	Required when abutting RSS, RSL, RMH, RT or RM; 70% opaque up to 3- feet tall and 40% opaque up to 5-feet tall; 1+ story structure requires 6-foot high landscape buffer when adjacent to residential district • Arts and Entertainment • Bed and Breakfast, Hotel, Motel • Beverage Services • Boarding houses/Rooming houses • Educational Services • Financial Institutions and Services • Food Services • Free-Standing Self Service Facilities • Mixed Use • Multi-family • Parking Lots/Garages • Personal and Laundry Services • Professional and Administrative Office and Services • Public Administration and Service • Recreation • Retail Trade • Townhome • Unit (condominium) Ownership
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	• Conventional single-family • Residential design manufactured home • Two-family (duplex)	

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF OCTOBER 1, 2024
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED September 27, 2024 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

Jana Phillips, Chair
Riley Williams, Vice Chair
David Peters, Member

MEMBERS ABSENT

Mark Prather, Member
Mike Shanahan, Member

STAFF PRESENT

Kimberly Payne, Assistant City Attorney
Jacquelyn Porter, City Planner
Joshua Brown, Project Manager
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant
Staff Absent

1. CALL MEETING TO ORDER.

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

.....

4. PUBLIC HEARING

- b. Receive public comment regarding a request from Progressive Development Corp., LLC on behalf of Outer Banks, LLC for a MAP AMENDMENT (MA24-11), to rezone property addressed as 1010 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.

Jaqueline Porter, City Planner presents the item and asks if there are any questions for staff; none respond.

Chair Phillips invites the applicant's representative to present.

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

- Is here on behalf of the applicant.
- Reiterates the reasons from the first item
- Mentions that with the redevelopment, the buildings and surroundings will all be brought up to city standards.
- Additionally, on similar projects the City requires them to make improvements to the adjoining alley as well, all the way up to the nearest street corner, so they would be improving the local infrastructure as well.

Commissioner Peters noted that he has seen that the home on this address is already off the foundation. Mr. Gose confirms the applicant likes to save the homes while redeveloping if he can, so there are probably plans for the home to go elsewhere.

Chair Phillips asks if there are any questions for the applicant's representative; none respond.

Chair Phillips opens the public hearing. Chair Phillips asks if there is anyone that wishes to speak in favor of this item; none respond. Chair Phillips asks if there is anyone that wishes to speak in opposition of this item.

Mr. Griffin Pivateau, 1104 S Husband, come to speak on the following:

- Would like to reiterate his previous sentiments.
- Requests that the commission consider pushing this inevitable development further towards City Hall where there is already more parking infrastructure in place.
- States that with the recent traffic and parking increase in this area, not only is it a hinderance to the residence but he does not believe emergency vehicles would be able to get through.

Chair Phillips closes the public hearing and asks staff to present find findings and alternative.

Ms. Porter presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. Commercial Business located in the vicinity to the north of the subject property across West 10th Avenue.
3. The Comprehensive Plan calls for commercial uses in this area.

Alternatives:

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

Commissioner Peters reiterates that this has the same challenges as the previous property, and although he has sympathy for the residents, the changes in the neighborhood have been planned for 20 years.

Chair Phillips comments about that there has been an increase in parking around these street corners and if a citizen sees obstructions, they should reach out to local authorities so that the violators can be ticketed or towed if they are blocking safe access for emergency vehicles; and mentions again that the City does have options for citizens to request that the City limit parking to one side of the street if a street becomes too narrow from continual use of on street parking.

Chair Phillips moves to approve the map amendment as presented, Vice Chair Williams seconds.

Roll Call:	Phillips	Shanahan	Prather	Williams	Peters
	Yes	Absent	Absent	Yes	Yes

Time: 10 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: OCTOBER 21, 2024



Agenda Item:

7.a. CC-24-126

Previous/Related Action:

- CC-20-129, August 3, 2020: FY20 Pavement Management Plan (PMP)
- SUA-20-31, September 14, 2020: College Gardens water and sewer design agreement with Kimley-Horn and Associates, Inc. (KH)
- CC-22-103, June 6, 2022: Design amendment with KH for design of Monticello Drive reconstruction project

Background/Issue:

- The FY20 PMP included reconstruction of Monticello based upon its condition rating resulting in it being the lowest scoring local street in the City at that time.
- The new IMS Survey conducted in 2022 gave this roadway stretch an average Pavement Condition Index of 25.3 out of 100 points, which categorized the road as poor to very poor.
- Monticello is located in an area needing water and sewer utility replacement. This utility replacement effort has been combined with Monticello's roadway reconstruction work.

Proposal/Solution:

- The Monticello Drive project was advertised for bids on September 7, 2024.
- Bids were opened on October 2, 2024. The bids received are as follows:

	Total Base Bid	Roadway Base Bid	Water Base Bid	Sanitary Sewer Base Bid
Engineer's Estimate	\$2,348,473.00	\$1,630,728.00	\$569,245.00	\$148,500.00
Ellsworth Construction OKC, LLC	\$3,058,797.19	\$1,850,839.62	\$1,026,537.65	\$181,419.92
Rudy Construction	\$3,102,291.00	\$2,199,785.00	\$739,546.00	\$162,960.00
Lopp Construction, LLC	\$4,109,245.56	\$3,054,143.41	\$891,028.63	\$164,073.52

	• Staff and Kimley-Horn (KH) reviewed the bid packages and recommend the project be awarded to Ellsworth Construction OKC, LLC at a construction bid price of \$3,058,797.19 (\$1,850,839.62 for roadway, \$1,026,537.65 for water, and \$181,419.92 for sanitary sewer). • Amendment No. 5 has been negotiated with KH, totaling \$90,900.00, to provide construction administration services during the construction phase of the project. • During a Special Meeting of the Transportation Project Advisory Committee (TPAC) on October 14, 2024, the committee took action to approve commencement of the project.
Financial Source/Impact:	Sufficient funds are available in the Transportation Sales Tax, Water, and Wastewater Funds.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Award a Unit Price Contract to Ellsworth Construction OKC, LLC for \$3,058,797.19; • Approve Amendment No. 5 at \$90,900.00 with KH for total construction administration services; • Authorize the City Manager to execute the Contract, Amendment, and related documents; • Authorize total construction expenditures of \$3,547,200 (\$2,201,930 for roadway, \$1,143,500 for water, and \$201,770 for wastewater) which includes construction contract, construction administration services, testing and contingency; and • Approve Budget Amendments in the amount of \$2,201,930 from the Transportation Sales Tax Fund (later in SUA - \$1,143,500 from Water Fund & \$201,770 Wastewater Fund).
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. 20TR06C-Exhibit-K-A5-Rev 10-9-24 KH-exe
2. BA Road - Monticello - 10.21.2024 - Expenditure

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 05

1. *Background Data:*

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

2. *Description of Modifications:*

- a. Additional Services to be performed by Engineer:

Task 7 – Additional Construction Phase Services

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *Project Management Services after Construction Contract Award:* Provide management services after award by Owner's governing body through completion of Work. Services include, but are not limited to, the following:
- a. Conform the Contract Documents to include all addenda and any other changes or updates issued prior to Contract Award.
 - b. Coordinate with the Owner and awarded Contractor to gather all required documents in order to assemble the Conformed Construction Contract Documents.
 - c. Facilitate and oversee execution of Construction Contract through coordination with all parties.
 - d. Coordinate, organize, schedule and conduct the Pre-Construction Conference including agenda, meeting summary and all follow-on services.
 - e. Provide project management services throughout the construction phase including tracking, scheduling, coordination, reporting, correspondence, documentation, and other required services for project management.

- f. Coordinate with Engineering, Water Utilities, Public Works and other City departments (in advance and during the Project) to ensure the Project is constructed in conformance with the Project plans and Contract Documents. This coordination includes, but is not limited to: test shutdowns; traffic, pedestrian, and business access considerations; lane closures; waste management provisions; bus stop considerations; construction sequencing; water and sewer service tie-ins and interruptions; monitoring of all Project ongoing systems (such as construction sequencing, sewer bypasses, traffic control systems, temporary and emergency entry maintenance, etc.); property owner notifications (Work Starts Letters, Shutdown Notices, etc.); and any other Project and/or Contractor required Work items (refer to Contract Documents, City Standards, City SOPs, and all local, county, state and federal rules and regulations).
 - g. Provide coordination with and oversee all private and franchise utility corrective actions upon discovery of any conflicts with the project plans. Ensure all new information is updated on record drawings.
- 2. *Project Meetings and Conferences:* Organize, coordinate, lead and document all Project meetings including the Pre-Construction Conference, regularly scheduled progress meetings, onsite meetings and others, as necessary. Create and distribute minutes from all meetings/conferences within three (3) days of said event(s). Owner's attendance at each meeting is required.
- 3. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Owner or Engineer including, but not limited to, Progress Schedule, Schedule of Submittals, and Schedule of Values.
- 4. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed or to ensure Contractor's compliance with the Contract Documents.
- 5. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary and as requested by Owner, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement, Task Order and/or the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Contractor's Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed, in a timely fashion, of the progress of the Work and immediately advise Owner of any deviation from Contract Documents.

- b. The purpose of Engineer's visits to the Site of the specific Project will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and/or perform the Work in accordance with the Contract Documents.
6. *Defective Work:* Notify the Owner immediately if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
7. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents, including RFIs, as appropriate to the orderly completion of Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer must have Owner's approval for any field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
8. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate. Identify best solution (considering price, schedule, constructability, state statute, etc.) for required changes to Engineer's plans, prepare all required documents (exhibits, attachments, figures, reports, etc.) to support the Change Order. Prepare Draft and Final Reports and PowerPoint slides to support Owner's Project Manager for presentations to City Council/SUA. Attend City Council/SUA Meetings, as necessary to support the Project, and be prepared to defend Project decisions and progress during the meetings.
9. *Shop Drawings, Samples, Submittals and other Data:* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other Data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

10. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Owner/Engineer Agreement.
11. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
 - c. Provide Owner assistance and support in documentation and preparation of Contractor applications for payment.
12. *Contractor's Completion Documents*: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples, as-builts and other data approved as provided in the Owner/Engineer Agreement, and the annotated record documents which are to be assembled

by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in the Owner/Engineer Agreement.

13. *Final Acceptability of the Work:* Conduct a final visit to the Project to determine, in conjunction with the Owner, if the completed Work of Contractor is acceptable. If deficiencies in the Work are found, create and distribute a final punch-list, which has been reviewed and approved by the Owner in advance, to the Contractor.
14. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Task 8 – Additional Post-Construction Phase Services

Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
2. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 - a. Record Drawings.
 - 1) Provide record drawings reflecting all field changes and final quantities. Submittals shall include two full sized reproducible prints, one AutoCAD format file, one full sized PDF file and one true half sized PDF file.
 - 2) Record drawings shall reflect the project as installed, according to information provided by observation by the Engineer, markups by the contractor, markups by the inspector, field orders, change orders, and other sources of information made available to the Engineer.
 - 3) Record drawings shall generally be similar in appearance to design drawings. Drawing elements that do not reflect the project as constructed shall be deleted, not struck through, and replaced with updated elements. Differences between bid docs and record drawings shall be colored red and clouded and annotated for review, but the final record drawings shall not include clouds and be fully understandable in black and white.
 - 4) Provide Owner with a Contractor evaluation report using the Owner's template.

b. Modification of Services of Engineer:

Task 9 – Respond to Additional Comments

The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

1) Engineer shall respond to additional comments from City staff.

c. Modifications to Responsibilities of Owner: N/A

d. Modifications to Payment to Engineer:

Owner shall pay Engineer the following additional or modified compensation:

1) Task 7 - \$83,000.00

2) Task 8 - \$0

3) Task 9 - \$7,900.00

e. Modifications to Time(s) for rendering Services: N/A

f. Modifications to other terms and conditions of the Task Order: N/A

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	\$ <u>1,642,400.00</u>
b. Net change for prior amendments:	\$ <u>408,200.00</u>
c. This amendment amount:	\$ <u>90,900.00</u>
d. Adjusted Agreement amount:	\$ <u>2,141,500.00</u>

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

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2024.

OWNER: City of Stillwater, Oklahoma/Stillwater
Utilities Authority

ENGINEER: Kimley-Horn and Associates, Inc.

By: _____

Title: _____

Date Signed: _____



By: Scott R. Arnold, P.E.

Title: Vice President

Date Signed: October 8, 2024

General Project Information

Client:	City of Stillwater
Project:	College Gardens - Amend 5
KHA No.	061311500
PM:	James Bryan

Task Budget Summary

Task Budget Summary			Task 700		Task 888	
No.	Task Name	Hours	Labor	Expenses	Office Exp.	Subtotal
7	Addl Const Phase Srvcs	330	\$ 68,300		\$ 3,200	\$ 71,500
9	Respond to Addl Comm	40	\$ 7,500		\$ 400	\$ 7,900
777	Contingency				\$ -	
	TOTALS:	370	\$ 75,800	\$ -	\$ 3,600	\$ 79,400

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
7	Survey Baselines, Benchmarks, ROW	\$ 10,000	1.15	\$ 11,500
	TOTALS:	\$ 10,000		\$ 11,500

Project Budget Summary

Labor:	\$	75,800
Expenses:	\$	15,100
TOTAL:	\$	90,900

General Project Information

Client: **City of Stillwater**
Project: **College Gardens - Amend 5**
KHA No: **061311500**
PM: **James Bryan**

Task Effort Summary

Labor:	\$	68,300
Expenses:	\$	-
Allocation:	\$	3,200
TOTAL:	\$	71,500

Task Information

Number: 7
Name: Addl Const Phase Srvcs
Task Mgr:

Task Description and Budgeting

[illegible]

Budget Amendment Request
For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Increase:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
	-				
	-				
	-				
	-				
	-				

Decrease:

	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: OCTOBER 21, 2024



Agenda Item:	8.a. CC-24-127
Previous/Related Action:	For the past several years, this MOU has been completed and authorized at the City Manager level. In order to provide more transparency and to provide better tracking of government grants, we have brought this before city council for approval.
Background/Issue:	This grant was established to fund Oklahoma Homeland Security, specifically for the creation of the Oklahoma Counterterrorism Intelligence Center (OCTIC). OCTIC is responsible for collecting and analyzing data at local, state, federal, and international levels to protect the citizens of Oklahoma. Initially, the grant was awarded to various communities within Oklahoma, which were tasked with collecting and disseminating information. Recognizing the benefits of a centralized facility, these communities collaborated to establish OCTIC. The grant is awarded to the City of Stillwater and other communities across Oklahoma that sign a Memorandum of Understanding (MOU), authorizing OCTIC to operate and share intelligence. Stillwater is a significant beneficiary of this MOU and the shared information.
Proposal/Solution:	Approve Resolution No. CC-2024-34
Financial Source/Impact:	There will be no impact on the City of Stillwater
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Staff recommends approving Resolution No. CC-2024-34
Prepared By:	Kimberly Carnley, City Attorney Rob Hill, Emerg.Mgmt. Dir.
Reviewed By:	Rob Hill Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. 2024-34 Homeland Security Grant Program
2. 2024 Info Sharing & DVE Stillwater 8-6-24

RESOLUTION NO. CC-2024-34

A RESOLUTION AUTHORIZING THE CITY OF STILLWATER TO ACCEPT LOCAL FUNDING FROM THE 2024 STATE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF \$1,030,000 AND TO DESIGNATE THE STATE OF OKLAHOMA, SPECIFICALLY THE OKLAHOMA OFFICE OF HOMELAND SECURITY, AS THE AGENT FOR THE LOCAL SHARE OF GRANT FUNDING FOR THE PURPOSE OF FUNDING PLANNING AND OPERATIONAL OVERSIGHT COSTS OF THE OKLAHOMA COUNTER TERRORISM INTELLIGENCE CENTER (OCTIC) AND ENHANCING DOMESTIC VIOLENCE EXTREMIST CAPABILITIES AND PROGRAM MANAGMENT; AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, the U.S. Department of Homeland Security guidelines require 80% of Homeland Security funds to be awarded to local units of government; and

WHEREAS, if requested by a local jurisdiction, the State may retain a portion of the local share of grant funds for equipment used by the State and/or for planning, exercise, and training activities that are coordinated by the State for the benefit of local units of government; and

WHEREAS, the 2024 State Homeland Security Program assists state and local governmental efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism; and

WHEREAS, the 2024 State Homeland Security Program funds will be used to fund planning and operational oversight costs of the OCTIC, which may include funding for the fusion center analysts and program management and enhancing Domestic Violence Extremist capabilities and program management costs for the benefit of all law enforcement agencies and other first responders in the state; and

WHEREAS, accepting the local funding from the 2024 State Homeland Security Program and designating the State of Oklahoma, specifically the Oklahoma Office of Homeland Security, as the agent for the local share of grant funding is in the best interest of the city.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA THAT THE FOLLOWING IS HEREBY APPROVED:

Section 1. The City of Stillwater is hereby authorized to accept local funding from the 2024 State Homeland Security Program in the amount of \$1,030,000.

Section 2. The City of Stillwater is hereby authorized to designate the State of Oklahoma, specifically the Oklahoma Office of Homeland Security, as the agent for the

local share of grant funding for the purpose of funding planning and operational oversight costs of the Oklahoma Counter Terrorism Intelligence Center and enhancing Domestic Violence Extremist capabilities and program management.

Section 3. The Mayor or Vice-Mayor is hereby authorized to execute the Memorandum of Understanding between the City of Stillwater and the Oklahoma Office of Homeland Security.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 21st day of October, 2024.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 21st DAY OF October, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
2024 STATE HOMELAND SECURITY PROGRAM
DESIGNATION OF THE STATE AS THE AGENT FOR THE LOCAL
SHARE OF GRANT FUNDING**

Generally, DHS guidelines require 80% of Homeland Security funds to be awarded to local units of government. However, if requested by a local jurisdiction, the State may retain a portion of “Local” grant funds for equipment used by the State and/or for planning, exercises and training activities that are coordinated by the State for the benefit of local units of government.

I, as the duly authorized official of the City of Stillwater, Oklahoma have read and understood the Federal FY 2024 Homeland Security Grant Program (the 2024 Grant) Guidance and Application Kit, which can be found at the following web address:

<https://www.fema.gov/grants/preparedness/homeland-security/fy-24-nofo>

On behalf of the City of Stillwater, I hereby accept \$1,030,000.00 of the 2024 Grant local funding and assign this funding to the State of Oklahoma, specifically the Oklahoma Office of Homeland Security (OKOHS), to fund planning and operational oversight costs of the Oklahoma Counter Terrorism Intelligence Center (OCTIC), which may include funding for the fusion center analysts and program management and Enhancing Domestic Violence Extremist (DVE) capabilities and program management.

Program(s) Title: Oklahoma Counter Terrorism Intelligence Center (OCTIC)
Domestic Violence Extremist

Description(s): The 911 Commission recommended that each state establish a Fusion Center as a central point, for sharing and analysis of information. Funds will be utilized to fund salary/benefits, training costs for analysts, operational oversight costs and program management costs for the benefit of all law enforcement agencies and other first responders in the state.

The Domestic Violence Extremist (DVE) program funding is used to educate, prepare, respond to, and recover from potential criminal acts related to DVE. Funds are used to provide training, planning, and equipment to assist state, local and tribal agencies, including but not limited to program management and or salaries/benefits.

Local Authorizing Official/Point of Contact for the City:

Name: _____

Position: _____

Signature: _____

Date: _____

Phone/E-mail: _____

State Administrative Agency (SAA) Official/Point of Contact:

Name: Rohit Rai

Director

Signature: _____

Date: _____

Return to: Oklahoma Office of Homeland Security
PO Box 53004
Oklahoma City, OK 73152
405.425.7296

ORDINANCE NO. 3547

AN ORDINANCE AUTHORIZING THE RESTATEMENT OF THE LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT DATED APRIL 1, 1979, AS HERETOFORE AMENDED, INCLUDING THE EXTENSION OF THE LEASE TERM; PROVIDING FOR CITIZEN INITIATED REFERENDUM OF SAID LEASE AGREEMENT IN ACCORDANCE WITH SECTION 4- 2 OF THE CITY CHARTER.

WHEREAS, the City of Stillwater, Oklahoma, a municipal corporation (the “City”), and the Stillwater Utilities Authority, a public trust (the “Authority”) have-previously entered into that certain Lease Agreement and Operation and Maintenance Contract dated as of April 1, 1979, duly recorded in the office of the Payne County Clerk at Book 541, Page 819, as amended by that certain Amendment to Lease Agreement and Operation and Maintenance Contract dated as of December 1, 1980, duly recorded in the office of the Payne County Clerk at Book 541, Page 833, as further amended by that certain Amendment to Lease Agreement and Operation and Maintenance Contract dated as of April 1, 1986, duly recorded in the office of the Payne County Clerk at Book 790, Page 059, as further amended by that certain Amendment No. 1, City of Stillwater, Stillwater Utilities Authority, Extension of Lease Agreement and Operation and Maintenance Contract dated May 13, 2013, as further amended by that certain Amendment No. 2, City of Stillwater, Stillwater Utilities Authority, Lease Agreement and Operation and Maintenance Contract dated September 19, 2022, duly recorded in the office of the Payne County Clerk at Book 2733, Page 881, as further amended by that certain Amendment No. 3, City of Stillwater, Stillwater Utilities Authority, Lease Agreement and Operation and Maintenance Contract dated December 5, 2022, duly recorded in the office of the Payne County Clerk at Book 2759, Page 451 (collectively, the “Prior Lease Agreement”); and

WHEREAS, pursuant to the Prior Lease Agreement, the City leases its water, sewer and electric systems and improvements thereto (collectively, the “Facilities”), which Facilities are more particularly described in Exhibit A attached to the Prior Lease Agreement, to the Authority to enable the Authority to secure bonds issued by a pledge of its leasehold interest in the Facilities and the proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits; and

WHEREAS, the Prior Lease Agreement will expire on June 30, 2069, unless certain enumerated contingencies occur; and

WHEREAS, it is necessary to reduce confusion relating to the multiple amendments to the Prior Lease Agreement, and to extend the term of said lease to ensure the continued and uninterrupted operation of the Stillwater Utilities Authority until June 30, 2124; and

WHEREAS, the Mayor and City Council deem it appropriate and desirable to restate in full the provisions of the Prior Lease Agreement and to extend the term of said lease until June 30, 2124, and to make other modifications and amendments to the terms of said lease as appropriate by reason of the foregoing; and

WHEREAS, the value of the leased property exceeds Two Hundred and Fifty Thousand

Dollars (\$250,000.00); and

WHEREAS, Section 4-2 of the City Charter mandates that the sale or lease of real property wherein the value exceeds Two Hundred and Fifty Thousand Dollars (\$250,000.00) shall be done through the adoption of an ordinance; and

WHEREAS, the Mayor and City Council deem the lease of this property to be beneficial to and in the best interest of the City of Stillwater; and

WHEREAS, it is the intention of the Mayor and City Council to enter into an Amended Lease Agreement and Operation and Maintenance Contract attached hereto as Exhibit "A" for such purpose.

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

SECTION 1: Pursuant to Section 4-2 of the City Charter, the restatement of lease provisions and the extension of the lease term, as reflected in the Amended Lease Agreement and Operation and Maintenance Contract attached hereto as Exhibit "A" is hereby authorized and approved by the Mayor and City Council. The Mayor is further authorized to execute any and all documents necessary to facilitate said transaction(s).

SECTION 2: If one or more petitions with signatures of registered qualified voters of the city equal to at least twenty-five (25) percent of the total number of votes cast in the last scheduled general municipal election are filed with the city clerk within thirty (30) days after passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no petition with signatures is filed, this ordinance shall go into effect thirty (30) days after its passage and publication.

SECTION 3: This ordinance shall be published in a newspaper authorized by law to publish legal publications in its entirety within ten (10) days of its passage on second reading by the Mayor and City Council.

[Remainder of Page Left Blank Intentionally]

PASSED, APPROVED, AND ADOPTED THIS 21ST DAY OF OCTOBER, 2024.

CITY OF STILLWATER, OKLAHOMA

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

(SEAL)

APPROVED AS TO FORM AND CONTENT THIS 21ST DAY OF OCTOBER, 2024.

KIMBERLY CARNLEY, City Attorney

First Reading: 10-7-2024
Second Reading: 10-21-2024

**AMENDED LEASE AGREEMENT AND
OPERATION AND MAINTENANCE CONTRACT**

THIS AMENDED LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT dated as of _____, 2024 (hereinafter called “Agreement”), by and between the City of Stillwater, Oklahoma (hereinafter called “City”), a municipal corporation acting by its Mayor and City Council, and the Stillwater Utilities Authority (hereinafter called “Authority”), a public trust created under the authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2021, Section 176 to 180.4, as amended and supplemented, and the Oklahoma Trust Act, replaces and supersedes in all respects that certain Lease Agreement and Operation and Maintenance Contract dated as of April 1, 1979, duly recorded in the office of the Payne County Clerk at Book 541, Page 819, as amended by that certain Amendment to Lease Agreement and Operation and Maintenance Contract dated as of December 1, 1980, duly recorded in the office of the Payne County Clerk at Book 541, Page 833, as further amended by that certain Amendment to Lease Agreement and Operation and Maintenance Contract dated as of April 1, 1986, duly recorded in the office of the Payne County Clerk at Book 790, Page 059, as further amended by that certain Amendment No. 1, City of Stillwater, Stillwater Utilities Authority, Extension of Lease Agreement and Operation and Maintenance Contract dated May 13, 2013, as further amended by that certain Amendment No. 2, City of Stillwater, Stillwater Utilities Authority, Lease Agreement and Operation and Maintenance Contract dated September 19, 2022, duly recorded in the office of the Payne County Clerk at Book 2733, Page 881, as further amended by that certain Amendment No. 3, City of Stillwater, Stillwater Utilities Authority, Lease Agreement and Operation and Maintenance Contract dated December 5, 2022, duly recorded in the office of the Payne County Clerk at Book 2759, Page 451, together with such other lease documents pertaining to the water, sanitary sewer, solid waste, and electric systems which are the subject of this Agreement.

W I T N E S S E T H:

WHEREAS, the Authority was created and recreated pursuant to an Amended Trust Indenture dated as of October 7, 2024 (the “Trust Indenture”), for the use and benefit of the City pursuant to Title 60, Oklahoma Statutes 2021, Sections 176 to 180.4; and

WHEREAS, it has been determined beneficial to the City that the Authority incur indebtedness for the purpose of financing and refinancing the construction of certain additions and improvements to the water, sanitary sewer, solid waste, and electric systems of the City but thereafter for such purposes as may from time to time be determined by the Authority to be beneficial to the City (hereinafter collectively or individually called “Projects”); and

WHEREAS, in consideration of the Authority’s agreement to extend and improve the existing water, sanitary sewer, solid waste, and electric systems and pursuant to Title 11, Oklahoma Statutes 2021, Section 35-201, as amended and supplemented, the City has determined to lease its presently

existing and hereafter acquired water, sanitary sewer, solid waste, and electric systems, together with all additions, betterments and improvements thereto and extensions thereof hereafter constructed or acquired by the Authority or the City (hereinafter called the "Facilities"), together with all appurtenances thereof and incidents thereto, more fully described in Section 1 hereof, to the Authority to enable the Authority to obtain financing secured by a pledge of its leasehold interest in all or a part of the Facilities and the proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits (hereinafter called the "Revenues" and together with the Facilities called the "Trust Estate"); and

WHEREAS, the Authority has determined, in conformity with the desires of the City and to insure the continued efficient operation and maintenance of the Facilities, to operate and maintain the Facilities for and on behalf of the City during the term of this Agreement and to collect the Revenues therefrom.

NOW, THEREFORE:

SECTION 1. The City, in consideration of the agreements of the Authority and the contribution of the projects to the health, safety and welfare of the City's citizens and residents, does by these presents demise, lease and rent to the Authority the following described property, real or personal or both, owned by or under the control of the City as follows:

(1) The real property now owned or hereafter acquired by the City pertaining to the water, sanitary sewer, solid waste, and electric systems, including the real property described in Exhibit "A" attached hereto;

(2) All of the presently existing water, sanitary sewer, solid waste, and electric systems of the City and all appurtenances thereof presently belonging to the City, or under its custody, management or control, located within and without the corporate limits of the City, together with the rights-of-ways, licenses, easements, permits to take and use ground water and other rights and privileges appertaining or related thereto;

(3) The real estate currently owned and utilized by the City for the operation of the existing water, sanitary sewer, solid waste, and electric systems;

(4) All interest of the City in and to all unexpired leases and contracts heretofore or hereafter executed by the City pertaining to all or any part of said Facilities, including revenue and income to be received therefrom and retained by the City;

(5) All interest of the City in and to proceeds, fees, charges, revenues, income, rents, receipts, issues and benefits from the Facilities of the City; and

(6) All property, real, personal or mixed, together with all rights and privileges, appertaining or related thereto which hereafter may be acquired by or in the name of the City for use in connection with furnishing of water, sanitary sewer, solid waste, electric services to persons, firms, corporations and others within and without the corporate limits of the City; it being the intention of this paragraph that any of the foregoing, including income therefrom, immediately upon its acquisition shall be a part of the property demised and leased hereunder.

TO HAVE AND TO HOLD the same to the Authority for a term of approximately one hundred (100) years, commencing _____, 2024, and ending June 30, 2124. Provided, that such term shall be extended beyond June 30, 2124, until all indebtedness payable from the Trust Estate, whenever issued, issued by the Authority and secured by the Trust Estate or payable from revenues derived therefrom, has been retired and paid or provision for the payment thereof has been made.

The City hereby covenants and agrees that all or any part of the leasehold interest in the Facilities herein granted to the Authority may be pledged by the Authority as security for any indebtedness incurred by the Authority.

SECTION 2. In consideration of the agreements of the Authority, the City hereby covenants and agrees during the term of this Agreement set out in Section 1 above, as follows:

(1) To furnish for distribution through the Facilities a supply of water adequate to meet the demand of the users of the Facilities;

(2) To impose or approve such rates, fees and charges which shall be sufficient to satisfy all the provisions of any indenture or other instrument securing and providing for the payment of any indebtedness incurred by the Authority, including the establishment of and maintenance of any funds, reserves or accounts required pursuant to any indenture or other instrument securing such indebtedness;

(3) In accordance with the uniform rates, fees and charges to each and every user of the Facilities and the services thereof, and if legal, to enforce payments of said rates, fees and charges by termination of water, sanitary sewer, solid waste, electric, or other services to users delinquent in payment of the rates, fees and charges, and, in addition, by any other legally available means;

The City will not permit any free use of any of the Facilities of the Trust Estate;

(4) Not to commit or allow any waste with respect to any of the Facilities;

(5) To comply faithfully and fully with and abide by every statute, rule, order and regulation now in force or hereafter enacted by any competent government agency or authority with respect to or affecting the Facilities or the operation and maintenance thereof, and to keep the Facilities and the Revenues and all parts thereof free from judgments, mechanic's and materialmen's liens and free from all other mortgages, liens, claims, demands and encumbrances of whatever nature or character to the end that the priority of the pledge provided for in any indenture or other instrument properly entered into by the Authority may at all times be maintained and preserved free from any claim or liability. The provisions set out in this paragraph (6) of this Section 2 shall not prevent the transfer or possession or control of the Trust Estate or any part thereof to temporary trustees or a receiver for operation therein in accordance with the provisions of any indenture or other instrument securing the payment of any indebtedness incurred by the Authority;

(6) To carry, as long as any indebtedness of the Authority secured by a pledge of the Authority's leasehold interest in the Facilities and the Revenues therefrom are outstanding, the

insurance required to be carried by the Authority under the terms of any indenture or instrument relating to such indebtedness and to apply the proceeds of any such insurance in accordance with the terms of such indenture, indentures or other instrument;

(7) To keep proper books of record and account of all transactions relating to the Trust Estate in accordance with the terms established by the Authority and to cause statements and audits to be furnished to the Authority and other designated parties in accordance with the terms to be provided for by the Authority;

(8) To promptly institute and diligently prosecute appropriate proceedings in eminent domain for the condemnation of lands or interest therein necessary for the construction or acquisition of any improvement or betterment to or extension of the properties of the Trust Estate which has been approved by the governing body of the City, the costs and expenses of such proceedings and the award of damages as a result thereof to be paid by the Authority unless otherwise agreed to by the parties hereto, title to all such property to be taken in the name of the City and upon acquisition to become part of the properties leased to the Authority hereunder and to be included in the Trust Estate;

(9) The City and the Authority will agree at any time to amend this Agreement to transfer the responsibility of operation and maintenance of the Facilities or any part thereof from the Authority to the City; provided, that the City hereby agrees that the Authority may provide for the operation and maintenance of the Facilities by a temporary trustee or a receiver in the event there is a default under any indenture or other instrument securing indebtedness incurred by the Authority; and in such event, the City will cooperate fully with such provisions; and

(10) To be bound by and keep and perform all covenants, acts and things by it to be kept and performed according to the true intent and meaning of any indenture or instrument executed by the Authority, the Trust Indenture and this Agreement.

SECTION 3. In consideration of the agreements of the City, the Authority hereby covenants and agrees during the term of this Agreement set out in Section 1 above, as follows:

(1) To procure financing and to expend the proceeds thereof for the maintenance and expansion of the water and/or sanitary sewer and/or solid waste and/or electric services and to procure financing in the future for other approved projects as shall be mutually agreeable by the parties;

(2) To fix, with the consent of the City, a schedule of uniform and non-discriminatory rates, fees and charges for the use of the Facilities and for services supplied by the Facilities such as will provide in any year revenues sufficient to pay monthly debt service requirements including the principal of and interest on all indebtedness incurred by the Authority including the establishment of and maintenance of any funds, reserves or accounts required pursuant to any indenture or other instrument securing such indebtedness;

(3) To adjust the rents, rates, fees and charges for the services supplied by the use of the Facilities to reflect uniform changes in such rents, rates, fees and charges requested from time to time by ordinance or resolution of the governing body of the City, provided that such adjustments and changes in such rents, rates, fees and charges do not in any way impair the ability of the Authority to

comply fully with any covenant contained in any indenture or other instrument securing indebtedness of Authority;

(4) From the Revenues of the Facilities paid by the City to the Authority as hereinafter provided, to maintain and operate in first class condition, keep in good repair and make necessary replacements, extensions and improvements of the Facilities and from said Revenues to protect and hold the City harmless from damages due to injury to persons or property arising by reason of the Authority's operation, maintenance, repair, replacement, extension and improvement of the Facilities;

(5) To submit to the City each month during the term of this Agreement an itemized statement of all costs and expenses of operation, maintenance, repairs, replacements, extensions and improvements of the Facilities including the cost of holding the City harmless from damages to persons or property;

(6) To bill and collect all rates, charges and fees on a monthly basis, derived from the operation of the Facilities, and deposit same in a trustee or depository bank in the manner as may specifically be set out in any indenture or other instrument securing any indebtedness incurred by the Authority;

(7) To receive the monies transferred to it by the City or by direction of the City each month and to use said monies to pay all costs and expenses of operation, maintenance, repairs, replacements, extensions and improvements of the Facilities, including the cost of water and other related fees and expenses and the cost of holding the City harmless from damages to persons or property;

(8) To incur only such indebtedness secured by the Trust Estate as may be authorized in the Trust Indenture, creating the Authority and as may be approved from time to time by ordinance or resolution of the governing body of the City;

(9) To do all things necessary and proper to perform the purposes of the Trust within the scope of the powers and duties set forth in the Trust Indenture and within the scope of any indenture or other instrument securing the payment of any indebtedness incurred by the Authority, including the payment of principal, interest and the accumulation of reserve requirements as may be provided for in such indenture or other instrument securing same;

(10) To do any and all things required to be done by it under the terms of this Agreement, and cooperate with the City to the end that the Facilities may be efficiently operated and maintained.

SECTION 4. The Authority hereby agrees with the City that the full legal title to the Facilities shall be vested in the City and the Facilities shall be operated and maintained by the Authority, provided upon the expiration of this Agreement, all right, title and interest of the Authority in the Facilities shall revert to the City.

SECTION 5. The City and the Authority may, from time to time and at any time, amend this Agreement, provided, any amendment shall not be inconsistent with the terms and provisions hereof

nor with the terms and provisions of any indenture securing the payment of indebtedness incurred by the Authority, for the following purposes:

- (a) To cure any ambiguity or formal defect, inconsistency or omission in this Agreement or to clarify matters or questions arising thereunder; or
- (b) To add additional covenants and agreements for the purpose of securing the payment of indebtedness incurred by the Authority; or
- (c) To confirm as further assurance any pledge of additional revenues, monies, securities or funds; or
- (d) For the purposes set out in Section 2(10) hereof.

From and after the incurrence of any indebtedness, this Agreement shall not be assigned by either party, provided, however, it may be assigned and pledged pursuant to any indenture and/or mortgage securing the payment of indebtedness incurred by the Authority.

SECTION 6. Indebtedness incurred by the Authority shall not constitute an indebtedness of the State of Oklahoma nor of the City, nor be personal obligations of the Trustees of the Authority, but such indebtedness shall be special obligations of the Authority, payable solely from the revenues of the Trust Estate or portions thereof as may be set out in any indenture or other instrument securing the payment of such indebtedness.

SECTION 7. The provisions of this Agreement shall be deemed separable. If it shall ever be held by a court of competent jurisdiction that any one or more sections, clauses or provisions of this Agreement is invalid or ineffective for any reason, such holding shall not affect the validity and effectiveness of the remaining sections, clauses and provisions thereof.

SECTION 8. It is the contemplation of the parties and the City hereby agrees that facilities built with approved sources of financing and any additional financing shall be fully integrated with the existing Facilities of the City, for the purposes of operation, maintenance, repair, replacement, extension and improvements. In the event of the Authority's default under any indenture or other instrument securing indebtedness incurred by the Authority which results in the appointment of temporary or permanent receivers or trustees for the Trust Estate of the Authority, or any part thereof, the City hereby agrees to perform with respect to such receivers or trustees, all covenants and agreements herein undertaken with respect to the Authority.

In the event of the City's default hereunder, the City agrees to continue to perform the agreements of the City set out in Section 2 hereof, and promptly remit all revenues from the Facilities to the Authority.

SECTION 9. CONFIRMATION OF TRANSFER: The value of the property subject to transfer under this Agreement exceeds Two Hundred and Fifty Thousand Dollars (\$250,000.00) in value. This transaction is therefore subject to the provisions of Section 4.2, Stillwater City Charter which provides as follows:

- (1) By authority of an ordinance approved or enacted at an election by an affirmative vote of a majority of the qualified voters of the city who vote on the question of approving or enacting the ordinance (the ordinance being submitted to the voters by the city council or by initiative of the voters); or
- (2) By authority of a non-emergency ordinance passed by the city council, which shall be published in full in a newspaper authorized by law to publish legal publications within ten (10) days after its passage, and which shall include a section reading substantially as follows:

"Section . If one or more petitions with signatures of registered qualified voters of the city equal to at least twenty-five (25) percent of the total number of votes cast in the last scheduled general municipal election are filed with the city clerk within thirty (30) days after passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question . If no petition with signatures is filed, this ordinance shall go into effect thirty (30) days after its passage and publication."

The Authority acknowledges that this transaction is subject to said Charter provision and that it has no right to seek specific performance or any other remedy to compel the conveyance of the property should the voters reject the sale under this Agreement. The Authority further acknowledges and agrees that it has no right to damages or any other compensation permitted under this Agreement should the voters reject the sale of the property pursuant to this Charter provision.

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IN WITNESS WHEREOF, the City has caused this instrument to be signed by its Mayor and City Clerk and its seal affixed, and the Authority has caused this instrument to be signed by its Chairman and Secretary and its seal affixed, all as of the ____ day of _____, 2024.

CITY OF STILLWATER, OKLAHOMA

(SEAL)
ATTEST:

Mayor

City Clerk

STILLWATER UTILITIES AUTHORITY

(SEAL)
ATTEST:

Chairman

Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF PAYNE)

BEFORE ME, the undersigned, a Notary Public in and for said State, on the ____ day of _____, 2024, personally appeared William H. Joyce, Mayor, and Teresa Kadavy, City Clerk, of the City of Stillwater, Oklahoma, and to me further known to be the identical persons who subscribed the name of said City as one of the makers thereof, to the foregoing instrument as its Mayor and City Clerk, respectively, and acknowledged to me that they executed the same as their free and entirely voluntary act and deed and as the free and voluntary act and deed of said City, for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

(SEAL)

Notary Public

My Commission Expires: _____.
Commission No.: _____.

STATE OF OKLAHOMA)
)SS
COUNTY OF PAYNE)

BEFORE ME, the undersigned, a Notary Public in and for said State, on the ____ day of _____, 2024, personally appeared William H. Joyce, Chairman, and Teresa Kadavy, Secretary, of the Trustees of the Stillwater Utilities Authority, the makers of the above and foregoing instrument of writing, and to me further known to be the identical persons who subscribed the names of the makers thereof to the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of said Trustees for the uses and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year aforesaid.

(SEAL)

Notary Public

My Commission Expires: _____.
Commission No.: _____.

EXHIBIT “A”