



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
DECEMBER 16, 2024

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

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

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

a.	Recognition of Waste Management & Environmental Programs for receiving the Affiliate of the Year Award from Keep Oklahoma Beautiful, a state level award.
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4. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Council will take action on these items collectively with a single vote. The requested City Council action is indicated for each item listed. Should a Councilor elect to discuss, amend, revise, or table any item listed on the consent docket, the item will be moved to the section of the agenda titled "Items Removed from the Consent Docket" for consideration and possible action. Additionally, a Councilor or the City Manager may simply ask the Mayor to remove an item from the consent docket prior to action by the City Council and no action will be taken on the removed item at this meeting.

a.	Approve December 2, 2024 regular and executive session meeting minutes	
b.	Approval of City Manager Employment Agreement	
c.	Consider approval of State of OK Department of Transportation Project Maintenance, Financing, and Right-of-Way Agreement for the Rails to Trails Project (Project No. TAP3-8653(004)TP) for Phase 2 Rail to Trail from McElroy Rd and continuing down the Rail Corridor past Strickland	CC-24-141 Travis Small

	Park to 6th Ave.		
d.	Ratification of approval and submission to the FAA of the Stillwater Regional Airport Capital Improvement Program as recommended by the Stillwater Regional Airport Advisory Board.	CC-24-142	Kellie Reed
e.	Approve a reasonable extension of 15 additional days to the time period for awarding the contract for the McElroy/Manning/Hall of Fame Roadway Improvements Project (Project 25TR05; Bid No. 46-2024), which time period shall not exceed a total of 45 days from the date of bid opening for good cause shown.	CC-24-143	Travis Small
f.	Approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Joint and Crack Sealing on Various City Streets Project (Project 25TR07; Bid No. 48-2024), which time period shall not exceed a total of 45 days from the date of bid opening for good cause shown.	CC-24-144	Travis Small
g.	Approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Airport T-Hangar Overlay Project (Project 22AP03; Bid No. 51-2024), which time period shall not exceed a total of 45 days from the date of bid opening for good cause shown.	CC-24-145	Travis Small

5. Public Comment on Items not Scheduled for Public Hearings

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

6. Items Removed from the Consent Docket

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

7. General Orders

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

a.	Approve the award of contracts by CMAR, Lippert Brothers, Inc. for Work Package 2 for the Stillwater Regional Airport Terminal and Improvements Project; Approve Amendment No. 2 to the CMAR Agreement which includes a partial conversion to guaranteed maximum price for the relevant portion of work identified in Work Package 2 and authorize the City Manager to sign the Amendment; and approve the associated budget amendments.	CC-24-146	Kellie Reed
b.	Parks and Community Resources Update on Parks & Public Spaces. (No action will be taken on this item).		Christy Driskel, Barbara Bliss
c.	Update on the proposed General Obligation Bond Proposition to fund a New Animal Welfare Facility. (No action will be taken on this item).		Dawn Dodson

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 CC-2024-38: A RESOLUTION ADOPTING A SOCIAL MEDIA POLICY FOR GENERAL ADMINISTRATION OF OFFICIAL CITY SOCIAL MEDIA SITES AND ADOPTING A SOCIAL MEDIA POLICY FOR EMPLOYEES FOR THE CITY OF STILLWATER, OKLAHOMA AND RELATED ENTITIES.
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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.

First Read

a.	ORDINANCE NO. 3551: AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 1324 EAST 6th AVENUE FROM COMMERCIAL GENERAL (CG) TO COMMERCIAL SHOPPING - PLANNED UNIT DEVELOPMENT (CS-PUD).
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10. Appointments

a.	Downtown (Re)Investment Implementation Policy Committee (TIF #3)
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11. 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

12. Questions and Inquiries

13. Adjourn

On December 13, 2024 at 11:30 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 NOVEMBER 27, 2024 AT 8:30 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
DECEMBER 2, 2024**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. CONSENT DOCKET

- a. Approve November 18, 2024 regular and executive session meeting minutes
- b. Approve the budget amendment to accept the donation from Sigma Alpha Epsilon in the amount of \$725 to be used for Stillwater Fire Department training.
- c. Award Bid #49-2024, 10th Avenue & Husband Street On-Street Parking Project; for a unit price contract with North Central Construction Co. for \$70,298; authorize total construction expenditures not to exceed \$85,000 which includes construction, testing and contingency; authorize the City Manager to execute contracts and related documents; and approve associated
- d. Approve contract with Oklahoma Department of Libraries for grant funds in the amount of \$100,000 for the Stillwater Public Library to purchase and provide eMedia resources on the Oklahoma Virtual Library Consortium; authorize the City Manager to execute the contract; approve budget amendments reflecting receipt and expenditure of the funds; and authorize a sole source purchase in the amount of \$100,000 of the downloadable content from Overdrive.

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

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

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. PUBLIC HEARINGS

- a. Receive public comment regarding a request from Wargo, LLC for a Map Amendment to rezone property addressed as 1324 E. 6th Avenue from Commercial General (CG) to Commercial Shopping (CS) district.

City Planner Jacquelyn Porter stated that she would be presenting on item a. and item b. together since the Map Amendment and Planned Unit Development (PUD) are in correlation to each other at 1324 E. 6th Avenue. At the end of the presentation each item would need a separate public hearing and motion. Ms. Porter briefly presented the PUD application process.

Ms. Porter stated that the applicant is requesting rezoning from Commercial General (CG) to Commercial Shopping (CS) for a PUD to allow for the conversion of the existing motel to a multi-family facility with 32 dwelling units. Commercial Shopping is a commercial zoning district that allows for multi-family use with a specific use permit.

Ms. Porter stated that the Planned Unit Development, Stillwater Studios, is an approximately 1.05 acre tract with an existing motel consisting of 32 units, laundry facility and office building. The PUD is in conjunction with the rezoning request from CG to CS. The proposed use of the property is converting the existing motel structures built in 1950, the laundry facility and leasing office into 32 dwelling units (studio apartments), renovating the laundry facility and renovating the office building to an office space and resident property manager living space.

Ms. Porter answered Council's questions.

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

Planning Commission recommended approval 4-0.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 1324 EAST 6TH AVENUE.

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

- b. Receive public comment regarding a request from Wargo, LLC for a Planned Unit Development to allow conversion of an existing motel structure to a multifamily family district with a laundry facility and office at property addressed as 1324 E. 6th Avenue.

City Planner Jacquelyn Porter reported on this item with item a.

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

Planning Commission recommended approval 4-0.

Austin Corr, the developer, answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PLANNED UNIT DEVELOPMENT FOR THE PROPERTY ADDRESSED AS 1324 EAST 6TH AVENUE.

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

7. GENERAL ORDERS

- a. Approve the Master Lease Agreement with Enterprise Fleet Management, Inc. to lease City fleet vehicles; approve budget amendments appropriating funds for lease and aftermarket equipment/installation payments totaling \$250,000; and authorize the City Manager to sign related documents.

Assistant City Manager and Finance Director Christy Cluck stated that there is a related item on the SUA consent docket for consideration. Ms. Cluck reported that the City maintains a fleet of approximately 275 vehicles with an average model year of 2012. The approach to funding vehicle replacements has historically been on a pay-as-you-go (cash) basis. This approach has not been effective in providing a timely refresh of the fleet resulting in older vehicles with higher maintenance costs and lower fuel efficiency. Ms. Cluck stated that staff has worked to identify a sustainable fleet refresh solution. Goals of a successful program are as follows:

- ✓ Develop consistent annual investment in fleet replacement to increase the health of the city-wide fleet.
- ✓ Provide dependable equipment to those positions that require a vehicle in the performance of their job.
- ✓ Right-size number of vehicles in city-wide fleet.
- ✓ Ensure vehicle type assigned to employee/crew aligns with the routine/standard task(s) being performed.
- ✓ Increase overall efficiency of city-wide fleet performance.
- ✓ Decrease city-wide fleet maintenance costs.
- ✓ Decrease city-wide vehicle fuel costs.

Ms. Cluck stated that Enterprise Fleet Management, Inc. offers a solution that meets the goals listed above. Specifically, their program offers the following:

- ✓ Vehicle financing over a five-year period.
- ✓ At the end of the lease period, the vehicles would be sold by Enterprise and the City would have the option to reinvest any equity back into the program to reduce the cost of future leased vehicles.
- ✓ City is able to leverage Enterprise's access to manufacturer discounts and incentives.
- ✓ Enterprise is able to purchase vehicles off of Oklahoma State Contract on behalf of the City.
- ✓ City is able to leverage the vast resale market of the Enterprise company as well as their expertise in timing of resale to maximize return upon sale of vehicle.

Ms. Cluck stated that the City would like to pilot the Enterprise Program to evaluate its fit as a long-term solution to the City's fleet management. The initial order would be for 35 vehicles spread among different departments.

City Attorney Kimberly Carnley stated that there would be separate master lease agreement for the City with a schedule for City fleet vehicles and a separate master lease agreement for SUA with a schedule for SUA fleet vehicles with the appropriate funding. The lease payments are in consideration of a five year term and these 35 vehicles are anticipated for that five year term.

Ms. Carnley, Ms. Cluck and Roman Aldaiz with Enterprise Fleet Management answered Council's questions.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO APPROVE THE MASTER LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC.; APPROVE BUDGET AMENDMENTS APPROPRIATING FUNDS FOR LEASE AND AFTERMARKET EQUIPMENT/INSTALLATION PAYMENTS TOTALING \$250,000; AND AUTHORIZE THE CITY MANAGER TO SIGN RELATED DOCUMENTS.

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

b. Envision Stillwater 2045 Comprehensive Plan Update

City Planner Jacquelyn Porter introduced Dawn Warrick with Freese and Nichols.

Ms. Warrick updated City Council on the status of the Comprehensive Plan project. She presented an overview of the planning process and public engagement activities conducted to date. Ms. Warrick also provided the Plan's vision, guiding principles, and preferred approach to future land use, as well as the key takeaways from the housing market assessment.

Ms. Warrick answered Council's questions.

8. ORDINANCES

a. Second 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

City Attorney Kimberly Carnley stated that she has a recommendation for this item on the advice of the City's Special Counsel, Center for Economic Development Law that advises the City on economic development matters. Ms. Carnley stated that she is recommending continuing action on Ordinance No. 3546. This is the ordinance approving and adopting the Stillwater Data Center Economic Development Project Plan and supporting incentive districts. As we have previously discussed, this project also requires approval of an Economic Development Agreement detailing the respective parties' obligations with respect to the development and that Agreement remains under negotiation. It is in the City's best interest to defer action on the ordinance until that agreement is finalized. Ms. Carnley stated that as such, she recommends the City Council entertain a motion to continue Ordinance No. 3546 to January 13, 2025.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO CONTINUE ORDINANCE NO. 3546 TO JANUARY 13, 2025 CITY COUNCIL MEETING AS PRESENTED.

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

Ordinance No. 3550: An ordinance amending Chapter 2, Administration, Article V, Officers and Employees, by repealing Section 2-552, Collective Bargaining Unit Agreements in its entirety.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3550 AS PRESENTED.

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

9. APPOINTMENTS

a. Stillwater Medical Center Authority

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO REAPPOINT BOTH DR. TODD GREEN AND LOWELL BARTO TO THE STILLWATER MEDICAL CENTER AUTHORITY BOARD FOR ANOTHER 3-YEAR TERM.

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

10. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney:
 - i. Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.
- b. Miscellaneous items from the City Manager:
 - Interim City Manager Brady Moore reminded residents that City offices will be closed on Wednesday, December 25 for Christmas and Wednesday, January 1, for New Year's Day. The Waste Management calendar is adjusted for the holidays. For the weeks of Christmas and New Year's, normal trash, recycling and yard waste pick-up will be delayed a day (since both holidays are on a Wednesday). Also, for residents who have a live Christmas tree during the holiday season, after the holiday, they can bundle up their tree and place it on the curb as part of the City's regular yard waste collection, free of charge. All decorations must be removed, and bundles must be less than 4 feet long, 18 inches across, and less than 50 pounds
- c. Miscellaneous items from the City Council:
 - Councilor Hardin encouraged residents to Celebrate the holidays in Stillwater by shopping, dining, and staying local. Now through January 5, every \$50 you spend earns one entry into the 2024 Fly Home for the Holidays giveaway. You could win gift cards for American Airlines and travel through Stillwater Regional Airport (SWO). Discover amazing deals during Stillwater's holiday shopping events. Whether you're exploring Lakeview Pointe and Pioneer Square Shopping Centers, The Strip, Campus Corner, or Downtown Stillwater, you'll find shops and boutiques with gifts and treasures for all ages. Five lucky winners will be randomly selected on January 15, 2025, with confirmation on January 21, 2025.
 - Councilor Clark announced that the City currently has 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, City staff knows it is 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 the City develops a "vision plan" 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 our residents and families. Your voice matters, please plan to join City staff on January 9th.
 - Councilor Hawkins announced that this holiday season, the Stillwater Animal Welfare reminds those who are considering adding a furry friend to their family to adopt, not shop. If anyone would like to see what dogs and cats are in need of a good home, please stop by the Animal Welfare Building at 1710 South Main Street or follow Stillwater Animal Welfare on Facebook.

- Vice Mayor Dzialowski announced that the City is accepting applications for various committees including the Board of Drainage Appeals, Stillwater Reinvestment Plan Implementation Policy Committee, (also known as the Downtown TIF #3), and the Board of Adjustments. Committees are essential for increased development and infrastructure projects within our community. If you would like to get involved in your local government and help make Stillwater even greater, please consider serving on one or more of these committees.
- Mayor Joyce announced that the holiday season is upon us, and it's time to bundle up and enjoy the festivities. The Parade of Lights will be in Downtown Stillwater on Thursday, December 5, at 6:30 p.m. with sweet treats and parade. Then directly afterwards, there will be a performance by Town and Gown Theater, awards, and tree lighting with Santa in Chris Salmon Plaza. Another great event is "Our Holiday Heroes and the Holiday Drone Show" on Saturday, December 14. Grab a cup of hot cocoa, bite to eat, and check out first responders' equipment from fire engines, SEMA truck, police units, and more from 6 to 8 p.m., then the Holiday Drone show beginning at 7:45 p.m. Carriage rides through Downtown Stillwater and pictures with Santa are back this holiday season with the hub in Chris Salmon Plaza. These are available most evenings from 5 to 8 p.m.
- Mayor Joyce also announced that the filing for City Council Seat #4 election is open December 2 to December 4.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. EXECUTIVE SESSION

- a. Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:52 P.M.

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

Stillwater City Council meeting recessed at 6:52 p.m. to convene the Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 6:53 p.m.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ENTER INTO EXECUTIVE SESSION AT 6:53 P.M.

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

13. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:27 P.M.

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

- a. Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO PROMOTE BRADY MOORE TO CITY MANAGER.

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

Mayor directed City Attorney Kimberly Carnley to negotiate an employment agreement with City Manager Moore.

14. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE DECEMBER 2, 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 December 2, 2024 regular meeting of the Stillwater City Council adjourned at 8:28 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED NOVEMBER 27, 2024 AT 8:30 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
COUNCIL HEARING ROOM
723 S. LEWIS
STILLWATER, OK 74074
DECEMBER 2, 2024
6:53 P.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 Interim City Manager Brady Moore.

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

The Executive Session concluded at 8:27 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into as of this 16th day of December, 2024, by and between the City of Stillwater, Oklahoma (the “City”) and Jared Brady Moore (the “Manager”).

WHEREAS, the City Council desires to employ the services of Jared Brady Moore to serve as City Manager for the City of Stillwater, Oklahoma; and

WHEREAS, in order to make possible full work productivity and exercise of professional judgment and to provide for Manager’s peace of mind and morale in the performance of his duties, it is appropriate to establish certain conditions of employment and benefits in a written employment agreement; and

WHEREAS, the Manager has agreed to accept employment as the City Manager, subject to the terms, conditions and provisions of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I EMPLOYMENT AS CITY MANAGER, DUTIES, AND REASONABLE SKILL AND DILIGENCE

1.1 Employment as City Manager. The City hereby agrees to employ Jared Brady Moore as City Manager of the City of Stillwater, Oklahoma.

1.2 Duties. Manager shall perform the functions and duties specified in the City of Stillwater Charter, the Stillwater Code of Ordinances, and Oklahoma State Statutes. Manager shall perform all other legally permissible and proper duties and functions as the City Council shall from time-to-time assign. All duties assigned to the Manager by the Council shall be appropriate to and consistent with the professional role and responsibilities of the position of City Manager.

1.3 Reasonable Skill and Diligence. Manager shall perform the duties of City Manager with reasonable care, diligence, skill and expertise.

SECTION II TERM OF AGREEMENT, SUBSEQUENT FISCAL YEAR FUNDING, AND NEGOTIATION FOR NEW AGREEMENT

2.1 Term of Agreement. Manager shall begin the performance of his duties on December 2, 2024. The Agreement shall be in effect until June 30, 2027.

2.2 Funds for Subsequent Fiscal Years. The parties acknowledge that Manager’s salary and benefits for fiscal year 2026 and 2027 are on a year-to-year basis, subject to annual appropriation.

2.3 Negotiation for New Employment Agreement. No later than March 12, 2027, the City Council shall meet, consider, and advise Manager of the Council's intent to enter into good faith negotiations for a new Employment Agreement.

SECTION III COMPENSATION, BENEFITS AND RETIREMENT

3.1 Salary. Manager shall be paid a base salary of \$210,000.00 per year. Manager's salary shall be payable in bi-weekly installments at the same time other City employees are paid.

3.2 Insurance. Manager shall be offered the same group term life, health, vision, dental, and disability insurance coverage as is offered to other non-union employees of the City with the City's contribution to be the same percentage toward coverage as regular non-union employees. Dependent coverage shall be offered subject to compliance with all group plan provisions established in the plan benefit documents with the City's contribution to be the same percentage toward dependent coverage as regular non-union employees.

3.3 Other Benefits. Unless expressly provided otherwise in this Agreement and in addition to those benefits specifically set forth herein, Manager shall receive all other benefits offered to regular non-union City employees. This provision does not include any performance bonuses or other compensation paid to non-union City employees.

3.4 Retirement. Manager is entitled to participation in the City's retirement programs under the same terms and conditions offered to regular non-union City employees.

SECTION IV TECHNOLOGY ALLOWANCE

4.1 Technology Allowance. Because of Manager's need to facilitate communication in the furtherance of City business outside of regular business hours, Manager shall be entitled to a technology allowance in the amount of \$200.00 per month. The technology allowance shall include internet and cellular phone service, as well as other necessary technology. Manager shall be responsible for securing appropriate and necessary technology, phone and internet service. Manager will be provided a city-issued laptop for city business purposes.

SECTION V PAID LEAVE

5.1 Vacation. Manager shall be entitled to vacation leave as established in the Employee Manual, and City policies and procedures. The accrual, use, and maximum accumulation of such vacation leave shall be on the same basis as any regular, full-time non-union employee with ten (10) years of service. After fifteen (15) total years of employment with the City of Stillwater, Manager will be entitled to move to the next level of leave as set forth in the Employee Manual. Vacation shall be accrued on a pay-period basis and the maximum carried forward limit will be per policy. Provided that, Manager shall not take in excess of four (4) consecutive weeks of vacation and six (6) total weeks of vacation in any given fiscal year, except as required by federal and state law.

5.2 Sick Leave. Manager shall be entitled to the same amount of sick leave provided to regular, non-union employees with no maximum accrual. In the event of separation of employment, the City Manager shall be entitled to any payouts of accrued sick leave pursuant to City policy applicable to non-union City employees.

5.3 Holidays. Manager shall be entitled to the same paid holidays provided to regular, non-union employees.

SECTION VI PROFESSIONAL DUES, SUBSCRIPTIONS, AND TRAINING

6.1 Professional Dues and Subscriptions. The City shall pay the professional dues and subscriptions for Manager as necessary for his full participation in the International City/County Management Association and the City Management Association of Oklahoma. The City Council shall consider Manager's participation in other organizations as may be appropriate for Manager's professional growth and advancement, and for the good of the City.

6.2 Training and Professional Development. The City shall pay for Manager to travel to and attend meetings, short courses, conferences, institutes, and seminars as needed for Manager's professional development or in support of city development, management, and operations. The City shall pay all costs associated with attendance of approved professional training and development.

SECTION VII RESIDENCY, HOURS OF WORK, OUTSIDE EMPLOYMENT AND DESIGNATION OF ACTING CITY MANAGER

7.1 Residency. In compliance with the City Charter, at the time of his appointment, he need not be a resident of the city or state; but, during his tenure of office, Manager shall reside within the corporate boundaries of the city.

7.2 Hours of Work. Manager acknowledges the proper performance of his duties require the Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of City Manager.

7.3 Outside Employment. Manager agrees to be in the exclusive employment of the City unless and until this Agreement is terminated and further agrees to devote full time and effort to the performance of the Manager's duties. Manager shall not work for any other employer except as specifically approved by the City Council. This provision shall not preclude occasional teaching or occasional consulting with organizations such as the Oklahoma Municipal League, the International City/County Management Association, or the City Management Association of

Oklahoma, or to any writing during Manager's time off, so long as such activities do not interfere with the duties of Manager's Office.

7.4 Designation of Acting City Manager. Manager shall always designate an Acting Manager to serve in his absence.

SECTION VIII TERMINATION AND SEVERANCE

8.1 Termination by Manager. Manager may terminate this Agreement for any reason with sixty (60) days written notice to the Mayor. In the event of Manager's voluntary termination, he shall not be entitled to any of the Severance Provisions contained in Section 8.4, but shall be entitled to payment for all accrued vacation, payable in a lump sum, minus applicable federal and state deductions and payroll taxes.

8.2 Termination by City Council for Cause. The City Council may terminate this Agreement at any time for any reason amounting to affirmative misconduct, malfeasance in office, conviction or plea of guilty or *nolo contendere* for a crime involving moral turpitude, or the physical inability to perform the duties of office. In the event of Manager's termination for cause, he shall not be entitled to any of the Severance Provisions contained in this Section 8.4.

8.3 Termination by City Council for any Reason Other Than Cause. The City Council may terminate this Agreement for any reason other than for cause as set forth in Section 8.2 above. In the event of termination for any reason other than for cause as set forth in Section 8.2, Manager shall be entitled to a Severance Package as set forth in Section 8.4.

8.4 Severance Package. In the event of termination for any reason other than cause as set forth in Section 8.2 above, Manager shall be entitled to a Severance Package consisting of the following:

- a. Nine (9) months salary, paid in a lump sum, minus applicable federal and state deductions and payroll taxes, during the first full year of Manager's term of employment OR twelve (12) months salary, paid in a lump sum, minus applicable federal and state deductions and payroll taxes following the first full year of Manager's term of employment; and
- b. The City's portion of Manager's Medical, Dental, and Vision insurance for a period of one (1) year paid in a lump sum; and
- c. Accrued vacation, paid in a lump sum, minus applicable federal and state deductions and payroll taxes.

8.5 Compliance with Severance Provisions. For the purposes of complying with the severance provisions of this Agreement, appropriations held as unencumbered fund balances in any appropriate fund of the City of Stillwater or the Stillwater Utilities Authority shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of the Severance Provisions of this Agreement.

SECTION IX
PERFORMANCE REVIEWS, MERIT CONSIDERATION, AND BONUS STRUCTURE

9.1 Informal Performance Review. The City Council shall conduct an informal performance review of Manager on or before January 13, 2025. The Mayor and individual Council Members are encouraged to periodically identify any concerns to Manager by informal conversations or formal conversations in Executive Session.

9.2 Formal Performance Review. The City Council shall conduct a formal performance review of Manager on or before June 30, 2025, and each year thereafter throughout the term of this Agreement. The Performance Review shall be in accordance with specific criteria developed jointly by the City Council and Manager.

9.3 Merit Consideration. Merit consideration for a salary increase will be provided in conjunction with the Informal Performance Review and Formal Performance Review, or more often if the City Council so indicates. Salary adjustments, if given, will be based upon satisfactory or better performance during each year of employment.

9.4 Bonus Structure. The City Council may establish a Bonus Structure applicable to the Manager. This structure shall be based upon specific benchmarks established by the Council and/or extraordinary performance.

ARTICLE X
NOTICES

10.1 Notices. Any notices pursuant to this Agreement shall be given by deposit in the United States Mail, postage prepaid, to the following:

City:
Mayor of the City of Stillwater
723 S. Lewis St. / PO Box 1449
Stillwater, Oklahoma 74074

Manager:
Jared Brady Moore
2020 S. Oak Trail Dr.
Stillwater, OK 74074

Alternatively, notices may be personally served upon the Manager and the Mayor, who is authorized to accept service on behalf of the City Council. Notice shall be deemed given as of the date of personal service or as of the date of deposit of the written notice in the United States mail.

ARTICLE XI
GENERAL PROVISIONS

11.1 General Expenses. The City Council recognizes that certain expenses of a nonpersonal and job-affiliated nature are incurred by the Manager and the City, therefore, agrees to reimburse or pay said general expenses and the Finance Director is authorized to disburse such funds upon receipt of duly executed expense reports, receipts, statements, or affidavits.

11.2 Entire Agreement and Modification. This document contains the entire agreement between the parties and may not be modified except in writing and executed by both parties.

11.3 Savings Clause and Severability. If any provisions or sections of this Agreement are found to be invalid or unenforceable for any reason, such finding shall not impair the remainder of the Agreement.

11.4 Representations by Manager. Manager specifically represents that he has sought such independent consultation and representation with regard to this Agreement as he may desire, prior to its execution. Manager fully understands the terms and conditions contained herein. Manager further understands that no individual of the Stillwater City Council and no employee of the City has functioned as an agent or advisor of Manager prior to execution of this Agreement.

11.5 Jurisdiction and Venue. This Agreement has been executed in Payne County, Oklahoma, and virtually all of the performance of this Agreement shall be performed throughout the State of Oklahoma. Therefore, all suits and special proceedings hereunder shall be construed under and pursuant to the laws of the State of Oklahoma, which laws shall apply and govern any such actions or special proceedings brought or in connection with or because of this Agreement, to the exclusion of any other forum.

DATED THIS 16th day of December, 2024.

CITY OF STILLWATER:

ATTEST:

Mayor William H. Joyce

Teresa Kadavy, City Clerk

MANAGER:

J. Brady Moore

STATE OF OKLAHOMA,)
)
COUNTY OF PAYNE) SS:

Subscribed and acknowledged before me as his free and voluntary deed on this ____ day of _____, 2024

Notary Public

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 16, 2024



Agenda Item:	4.c. CC-24-141
Previous/Related Action:	CC-22-201, November 14, 2022: Grant Application for Rails to Trails, Phase 1 Approval CC-23-121, July 24, 2023: Rails to Trails, Phase 1 ODOT Agreement Approval CC-24-72, May 20, 2024: Transportation Alternatives grant application and resolution for Rails to Trails Project, Phase 2.
Background/Issue:	• The Transportation Alternatives (TA) program, administered by the Oklahoma Department of Transportation (ODOT), awards grants on a competitive basis for projects and programs defined as transportation alternatives that advance non-motorized transportation opportunities, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, historic transportation preservation, environmental mitigation and vegetation management activities; recreational trail program projects; and safe routes to school projects. • Previously, the City of Stillwater submitted and was awarded a \$1,200,000.00 TA grant for the Rails to Trails Phase 1 project from the intersection of Lakeview & Husband to McElroy along the rail corridor. This project is currently under design with the ultimate goal of connecting Boomer Lake to Couch Park. • In May of this year, City Council approved the Rails to Trails Phase 2 Transportation Alternatives (TA) grant application and the companion resolution. Phase 2 is a continuation of Phase 1, beginning at McElroy and proceeding southerly along the rail corridor to 6th Avenue. • ODOT Commissioners awarded grants earlier this year for various projects across the state as part of the Transportation Alternative program. The City of Stillwater was notified the Rails to Trails Phase 2 Project was approved for the maximum TA grant funding of \$1,200,000.
Proposal/Solution:	The TA grant program utilizes federal funds which are

	administered through ODOT. In order to begin design on Phase 2, the City is required to enter into an agreement with ODOT. The agreement defines the various responsibilities of both the City and ODOT as well as the funding share breakdown for project costs. The City's share is currently estimated at \$300,000.
Financial Source/Impact:	Sufficient funds are available in the Transportation Sales Tax Fund (260).
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	• Approve the ODOT Project Maintenance, Financing, and Right-of-Way Agreement for Project No. TAP3-8653(004)TP (Stillwater Rails-to-Trails Phase 2 Project). • Authorize Mayor to execute agreement.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring
	Brady Moore
	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Phase 2 - 38653(04) Funding Agreement - ODOT Let

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

**CITY OF STILLWATER: RAIL TO TRAIL FROM MCELROY RD AND CONTINUING
DOWN THE RAIL CORRIDOR PAST STRICKLAND PARK TO 6TH AVENUE.**

Project No.: TAP3-8653(004)TP

State Job No.: 38653(04)(05)(06)(07)

This Agreement, made the day and year last written below, by and between the City of **Stillwater**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ENHANCEMENT	04	PAYNE	38653(04)	TAP3-8653(004)TP	PEDESTRIAN/BIKE IMPROVEMENTS	CITY OF STILLWATER: RAIL TO TRAIL FROM MCELROY RD AND CONTINUING DOWN THE RAIL CORRIDOR PAST STRICKLAND PARK TO 6TH AVENUE.

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, TAP total estimated cost of **\$1,200,000**, as described below:

FUNDING SOURCE =>			TAP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38653(05)	Design -	\$230,000	80	\$184,000	20	\$46,000
38653(06)	Right-of-Way -	\$0			100	\$0
38653(07)	Utilities -	\$0			100	\$0
38653(04)	Construction - (With 6% Inspection)	\$1,270,000	80 up to a limit of	\$1,016,000	Remainder	\$254,000
Total		\$1,500,000	Total=>	\$1,200,000	Total=>	\$300,000

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (**JP 38653(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in

general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of-way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior

written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to

ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has

occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____,
20____, and the Department on the _____ day of _____, 20____.

THE CITY OF STILLWATER

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY
OF STILLWATER

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division DATE
Engineer

Director of Capital Programs DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 16, 2024



Agenda Item:	4.d. CC-24-142
Previous/Related Action:	
Background/Issue:	This report and attached Capital Improvement Program (CIP) is part of the required planning and programming to fund capital projects identified by the sponsor for maintenance and development of the airport. The CIP is updated annually to present funding needs to the Federal Aviation Administration (FAA).
Proposal/Solution:	This CIP, as planned with the FAA, provides for the federal, state, and local funding sources for primary airport projects under consideration. Ongoing coordination and communication with the FAA continues for terminal development and funding needs, as well as future project development needs.
Financial Source/Impact:	Funding of CIP projects is contingent upon approval by FAA, ODAA, and City Council.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends ratification of approval and submission to the FAA of the Stillwater Regional Airport Capital Improvement Program as recommended by the Stillwater Regional Airport Advisory Board.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. SWO CIP 6 Year NonHub and GA Tool FY25 11.27.24

5 Year Capital Improvement Plan (CIP)

Airport Name (Loc ID), ST: Stillwater Regional Airport (SWO), OK

CIP START YEAR: **2025**

2022 NPE (Expires FY25)
2023 NPE (Expires FY26)
2024 NPE (Expires FY27)
\$1,321,291 2025 NPE (for planning through 2030)

2022 AIG (Expires FY25)
2023 AIG (Expires FY26)
2024 AIG (Expires FY27)
\$1,000,000 2025 AIG (for planning through 2026)

Federal Share 90%

Version: Oct 2024

Fed FY	Available		Funding Source	Data Sheet - Project Component/Phase	Estimated Cost	Funding Plan				
	NPE	AIG				NPE	AIG	Additional AIP	Other	Match
2025	\$1,321,291	\$1,000,000	AIP	Construct Terminal- Baggage Handling System (BHS)	\$1,166,200	\$1,107,890				\$58,310
			BIL	Construct Terminal- Furniture, Furnishings, Equipment (FFE)	\$745,000		\$707,750		\$37,250	
			State	Construct Terminal- North Triangle Parking (ODAA Request)	\$1,016,900			\$508,450	\$508,450	
	Total = \$2,321,291									
	\$213,401	\$292,250	Remaining Funds 2025 Annual Subtotals:		\$2,928,100	\$1,107,890	\$707,750		\$508,450	\$604,010
2026	\$1,534,692	\$1,292,250	AIP	Construct Terminal- South Parking and Lighting	\$1,375,495	\$1,306,720				\$68,775
			Other	Construct Terminal- Passenger Boarding Bridge (PBB) (ATP)	\$1,656,300			\$1,573,485	\$82,815	
			BIL	Design ATCT (100% Design + reimburse eligible % of EA)	\$1,200,000		\$1,140,000		\$60,000	
	Total = \$2,826,942									
	\$227,972	\$152,250	Remaining Funds 2026 Annual Subtotals:		\$4,231,795	\$1,306,720	\$1,140,000		\$1,573,485	\$211,589
2027	\$1,549,263	\$152,250	Other	Construct ATCT (Competitive FCT - 100% funded)	\$15,049,090				\$15,049,090	
	Total = \$1,701,513									
	\$1,549,263	\$152,250	Remaining Funds 2027 Annual Subtotals:		\$15,049,090				\$15,049,090	
2028	\$2,870,554	\$152,250	AIP	Design Colocated ARFF/SRE Facility	\$1,100,000	\$990,000			\$1,111,111	\$110,000
	Total = \$3,022,804									
	\$1,880,554	\$152,250	Remaining Funds 2028 Annual Subtotals:		\$1,100,000	\$990,000			\$1,111,111	\$110,000
2029	\$3,201,845	\$152,250	AIP	Construct Colocated ARFF/SRE Facility Phase 1	\$3,500,000	\$3,150,000				\$350,000
	Total = \$3,354,095									
	\$51,845	\$152,250	Remaining Funds 2029 Annual Subtotals:		\$3,500,000	\$3,150,000				\$350,000
2030	\$1,373,136		AIP	Construct Colocated ARFF/SRE Facility Phase 2	\$3,500,000	\$1,373,136		\$1,776,864		\$350,000
	Total = \$1,373,136									
			Remaining Funds 2030 Annual Subtotals:		\$3,500,000	\$1,373,136		\$1,776,864		\$350,000
6 Year CIP Totals:					\$30,308,985	\$7,927,746	\$1,847,750		\$18,242,136	\$1,625,599

Sponsor Name & Title: Kellie Reed, Airport Director

Date: 11/27/24

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 16, 2024



Agenda Item:	4.e. CC-24-143
Previous/Related Action:	• CC-20-129, FY20 Pavement Management Program • CC-21-67, FY21 Pavement Management Program • CC-23-54, Poe and Associates Consulting Engineers project management support
Background/Issue:	The project, 25TR05 - McElroy/Manning/Hall of Fame Roadway Improvements (FY20 & FY21 PMP projects), was advertised and bids were set to open on Wednesday, December 11, 2024. According to the Competitive Bid Act Title 61, Section 111, action for possible award of a contract shall occur within 30 days of the bid opening. However, the governing body may take formal action to extend that period by 15 days based upon "good cause". Because of the holiday season, regularly scheduled City Council meetings were adjusted thus causing 33 days to elapse from the time of bid opening (12/11/24) to possible award (1/13/25). The aforementioned meeting schedule adjustments constitutes "good cause" for requesting a 15-day extension in order to allow sufficient time to award the bids in the best interest of the City.
Proposal/Solution:	Staff requests a 15-day extension for possible award of the referenced contract at the January 13, 2025 City Council meeting.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends City Council approval of a 15-day extension to the bid award period for the referenced contract.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 16, 2024



Agenda Item:	4.f. CC-24-144
Previous/Related Action:	• CC-20-129, FY20 Pavement Management Program • CC-21-67, FY21 Pavement Management Program • CC-23-54, Poe and Associates Consulting Engineers project management support
Background/Issue:	The project, 25TR07 - Joint and Crack Sealing on various City Streets (FY20 & FY21 PMP projects), was advertised and bids were set to open on Wednesday, December 11, 2024. According to the Competitive Bid Act Title 61, Section 111, action for possible award of a contract shall occur within 30 days of the bid opening. However, the governing body may take formal action to extend that period by 15 days based upon "good cause". Because of the holiday season, regularly scheduled City Council meetings were adjusted thus causing 33 days to elapse from the time of bid opening (12/11/24) to possible award (1/13/25). The aforementioned meeting schedule adjustments constitutes "good cause" for requesting a 15-day extension in order to allow sufficient time to award the bids in the best interest of the City.
Proposal/Solution:	Staff requests a 15-day extension for possible award of the referenced contract at the January 13, 2025 City Council meeting.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends City Council approval of a 15-day extension to the bid award period for the referenced contract.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 16, 2024



Agenda Item:	4.g. CC-24-145
Previous/Related Action:	• CC-24-105, Reject all bids for T-Hangar due to inadequate funding
Background/Issue:	The project, 22AP03 - Airport T-Hangar 2 Overlay, was re-advertised and bids were set to open on Wednesday, December 11, 2024. According to the Competitive Bid Act Title 61, Section 111, action for possible award of a contract shall occur within 30 days of the bid opening. However, the governing body may take formal action to extend that period by 15 days based upon "good cause". Because of the holiday season, regularly scheduled City Council meetings were adjusted thus causing 33 days to elapse from the time of bid opening (12/11/24) to possible award (1/13/25). The aforementioned meeting schedule adjustments constitutes "good cause" for requesting a 15-day extension in order to allow sufficient time to award the bids in the best interest of the City.
Proposal/Solution:	Staff requests a 15-day extension for possible award of the referenced contract at the January 13, 2025 City Council meeting.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends City Council approval of a 15-day extension to the bid award period for the referenced contract.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 16, 2024



Agenda Item:	7.a. CC-24-146
Previous/Related Action:	CC-24-467
Background/Issue:	• The City entered into a Construction Manager At Risk (CMAR) agreement with Lippert Brothers, Inc. on June 17, 2024 for the construction of the Stillwater Regional Airport terminal building and improvements, in accordance with the Oklahoma Construction Manager Act for Political Subdivisions, 61 O.S. 215-221. • 61 O.S. 217, D.4, provides, in part: "Once the bids are accepted by the construction manager and awards made by the subdivision and the subdivision indicates its bonding preference, as noted below, but before written agreements are executed, the construction manager will prepare a guaranteed maximum price (GMP) for the project or relevant portion of the work, as an amendment to the contract." • A portion of Phase 2 work, identified as "PWP 2/Phase Two- Bid Group #01" has been provided by the CMAR.
Proposal/Solution:	The parties agree that the GMP for the portion of the work including PWP 2/Phase Two- Bid Group #01 is \$660,445 and amendment to the Original CMAR Agreement is needed (Amendment No. 2). Additional revision to the Original CMAR Agreement is required to include the total project IGMP and schedule, and thus allow the City to consider Phase Two and future phases of this project. These revisions are included in Amendment No. 2.
Financial Source/Impact:	CMAR PWP 2/Phase Two- Bid Group #01 services will be funded through a transfer from the Stillwater Utilities Authority as this work is relocation of public utilities.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve award of contracts by CMAR, Lippert Brothers, Inc. for Work Package 2 for the Stillwater Regional Airport Terminal and Improvements Project; Approve Amendment No. 2 to the CMAR Agreement which includes a partial conversion to guaranteed maximum price for the relevant portion of work identified in Work Package 2 and authorize the City Manager to

sign the Amendment; and approve the associated budget amendments.

Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Amendment #2 (Final 12.12.2024)
2. Exhibit C-2 to Amendment No. 2 (Final) 12.12.2024
3. Stillwater Regional Airport - New Terminal Building - Phase Two - Bid Group #1 - Bid Recommendations - 11-15-24
4. CMAR BA's

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

Amendment No. 2

1. Background Data:

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

2. Background Information:

- a. The contract identified above (“Agreement”) was executed as a Construction Manager at Risk contract in accordance with the Oklahoma Construction Management Act for Political Subdivisions, 61 O.S. § 215 et seq.
- b. A portion of the work identified as “Bid Package #1” was previously awarded by the Owner and is underway. The Agreement was amended on August 6, 2024 to adopt the parties’ agreement that the GMP for the relevant portion of the work including Pre-Construction Services and Bid Package #1 is \$18,622,424.00, as detailed in Exhibit C-1 to Amendment No. 1.
- c. This Amendment No. 2 provides for the following contract amendments:
 - i. Amends the Agreement to revise Total Project IGMP to include all Phases of the Stillwater Regional Airport Terminal Building and Improvements Project. Award of any Project Work Package is contingent on receipt of federal funds or specific action by the City Council to appropriate funds sufficient for the Project.
 - ii. Amends the Agreement to clarify that Olsson Inc. shall serve as Project Engineer for Phase 2, Access Road Relocation and Roundabout Development, of the Project; Phase 3, North Triangle Parking and Lighting; and Phase 4, South Parking and Lighting.
 - iii. Amends the Agreement to revise the bonding requirements of the CMAR.
 - iv. Amends the Agreement to clarify that the Construction Manager’s Fee is 4.75%.
 - v. Amends the Agreement for a portion of work identified as “Project Work Package 2” for partial Phase 2 work. Construction Manager is prepared to enter into written agreements with subcontractors and suppliers. Exhibit C-2 to this Amendment No. 2 sets forth the relevant partial conversion of guaranteed maximum price for the relevant portion of work.

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

3. Amendment:

The Agreement is amended as follows:

- a. The current Agreement IGMP reflects Phase 1 of the Project which is generally described as construction of the new Terminal Building. The parties agree that the IGMP should be amended to include all phases of the Project which includes construction of the new terminal building and additional improvements. The amended Total IGMP and a general description of the Project Phases are set forth in Amended Exhibit B and Amended Exhibit B-2 attached hereto. The parties to this Agreement understand and acknowledge that the Project is funded in part by federal funds and that award of any Project Work Packages provided for in the Agreement is contingent on the receipt of federal funds or other action by the City Council to appropriate funds sufficient for any Project Work Package or Phase of Work provided for herein.
- b. The City of Stillwater has entered into a separate Agreement for Engineering Services with Olsson, Inc. for Phase 2, Access Road Relocation and Roundabout Development; Phase 3, North Triangle Parking and Lighting; and Phase 4, South Parking and Lighting of the Project. For Phase 2, 3, and 4 only, the parties agree that references in the Agreement to Engineer shall mean Olsson, Inc.
- c. Article 22, Performance, Payment and Defect Bonds, shall be amended as follows: The Construction Manager shall furnish a Performance Bond, Statutory Bond, and Maintenance Bond in forms acceptable to the Owner. The surety on each bond will be a duly authorized surety company satisfactory to the Owner and licensed to do business in the State of Oklahoma. The aggregate amount of each bond will be equal to the Cost of the Work (or IGMP if GMP not yet determined). The Construction Manager shall provide bonds for any self-performed work as well as any work where the total cost of the work is less than \$50,000. The Construction Manager shall require that all subcontractors provide bonds when the cost of the work is more than \$50,000.
- d. The parties agree that the Construction Manager's Fee pursuant to the Agreement dated June 17, 2024 shall be 4.75%. Any reference in Amendments or Exhibits to the Agreement that reference a CMAR fee to the contrary shall be considered a scrivener's error and the CMAR Fee of 4.75% shall be applicable.
- e. Exhibit C-2 attached hereto provides for the partial conversion of guaranteed maximum price for the relevant portion of work identified as "Project Work Package 2" for partial Phase 2 work.

4. Effect of Contract Provisions: All provisions contained within the Agreement dated June 17, 2024 and any amendments thereto shall remain in full force and effect and shall be binding on the parties except as amended herein and pursuant to all other properly executed amendments.

5. Effective Date: This Amendment No. 2 is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed by the duly authorized officers or representatives on the dates set forth below.

OWNER:

CONSTRUCTION MANAGER AT RISK:

City of Stillwater, Oklahoma
a municipal corporation

Lippert Bros., Inc.

By: _____

By: _____

Title: Brady Moore, City Manager

Title: T.M. Lippert, President

Date Signed: _____

Date Signed: _____

EXHIBIT C-2

TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES GUARANTEED MAXIMUM PRICE, PARTIAL CONVERSION

Stillwater Airport Terminal Building and Improvements

Summary of Partial Conversion to GMP Project Work Package 2 (WP 2) – Partial Phase 2 (Phase Two- Bid Group #01)

WP 2 Cost of Direct Project Support	\$53,965.00
WP 2 Cost of the Work	\$42,809.00

WP 2 Construction Contingency (2%)	\$12,374.00
------------------------------------	-------------

Fee (4.75% of WP 2 Direct Project Support And Cost of Work)	\$29,387.00
--	-------------

Alternates

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

Alternates Sub-total	NONE
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Total Work Package 2/ Partial Guaranteed Maximum Price	\$660,445.00
---	---------------------

RECOMMENDED:

By: _____
Owner: City of Stillwater

Name: _____

Title: _____

Date: _____

ACCEPTED:

By: _____
Owner: City of Stillwater

Name: _____

Title: _____

Date: _____

ACCEPTED:

By: _____
Construction Manager: Lippert Bros., Inc.

Name: T.M. Lippert

Title: President

Date: _____

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

Date: November 15, 2024

Stillwater Regional Airport New Terminal Building – Phase Two
Bid Group #01 – Access Road and Roundabout
City of Stillwater
723 South Lewis Street
Stillwater, OK 74076

CONSTRUCTION MANAGER: Lippert Bros., Inc.
ENGINEER: Olsson



LIPPERT BROS., INC. BID RECOMMENDATION REVIEW COMMENTS

Lippert Bros., Inc. has completed our review and investigation into potential discrepancies in all bids received and offers the following comments. Bid Group #01 for the Phase Two Access Road and Roundabout project that bid on November 13, 2024 has some discrepancies, which Lippert Bros., Inc. has described below and is providing the following recommendations for award.

Base Bid:	\$660,445
Unit Price #01 – Over Excavation & Haul-Off per cubic yard	\$25.00
Unit Price #02 – Select Fill and Compaction per cubic yard	\$55.00
Unit Price #03 – Hazardous Waste Removal & Disposal per cubic yard	\$500.00

The above base bid total includes Lippert Bros., Inc.'s Direct Project Support, Site General Requirements, the below listed allowance, construction contingency totaling \$12,374, and our CM bonds for our Direct Project Support, Site General Requirements, insurance, and fee. MK Excavation will provide their bonds for their scope of work.

ALLOWANCES

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

1. Lippert Bros., Inc. has included a total testing allowance budget of \$12,760 in the Site General Requirements. This testing allowance or budget was from ECS Southwest, LLP. Lippert Bros., Inc. will follow all testing/quality control requirements for the site utilities listed in the specifications.

BID PACKAGE REVIEW

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



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

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

Bid Package #26.0 - Electrical

KB Electric was the only bidder for this bid package. This bid package for electrical only included only the electrical raceways for future use for data and electrical that will be bid in the Phase Three project for the future parking lot. It is the recommendation of Lippert Bros., Inc. to not accept or award this bid package at this time. Lippert Bros., Inc. recommends that we rebid this bid package in Bid Group #2 for Phase Two.

Bid Package #32.0 – Paving and Walks

Lippert Bros., Inc. received two bids for this bid package, which included Rudy Construction's for \$8,050,000 and Lopp Construction's for \$3,257,643. Lippert Bros., Inc. discussed the bids with each bidder and it was determined that both bidders did not understand the requirements regarding the potential trash/debris excavation and haul-off for the site preparation of the access road and roundabout. Lippert Bros., Inc. and design professionals are currently working on revising the documents to clarify this matter, along with other potential cost savings measures. Once these revised documents are ready to be published then Lippert Bros., Inc. will readvertise and rebid this bid package in Bid Group for Phase Two.

Bid Package #32.1 – Sodding

Greenshade was the only bidder for this bid package. This bid package for sodding around the access road and roundabout. It is the recommendation of Lippert Bros., Inc. to not accept or award this bid package at this time. Lippert Bros., Inc. recommends that we rebid this bid package in Bid Group #2 for Phase Two.

Bid Package #33.0 – Utilities

Lippert Bros., inc. received a total of four bids for this bid package. MK Excavation was the apparent low bidder at \$518,500. Lippert Bros., Inc. contacted MK Excavation regarding their bid and they have responded that their bid is good and they have bid the project per the plans and specifications. Lippert Bros., Inc. is recommending award the utilities bid package to MK Excavation.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) BIDDERS

Lippert Bros., Inc. received a total of eight (8) sealed bids. Of those eight (8) sealed bids no bidder indicated that they were a DBE contractor.

ALTERNATE APPROVAL

Alternate #01 for this project was for adding six inches (0'-6") of gravel to the future parking lots under Bid Package #32.0 – Paving and Walks. Since Lippert Bros., Inc. is not recommending the award of Bid Package #32.0 – Paving and Walks, we are not recommending the award of Alternate #01.

UNIT PRICES

The list of unit prices provided by MK Excavation is provided above in our recommendations and is shown on the attached bid summary sheet. Lippert Bros., Inc. will include these unit prices if needed or encountered.

ALLOWANCES

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

DAVIS-BACON WAGE RATES

Lippert Bros., Inc. is aware that this project is a Davis-Bacon Wage Rate project. We will provide at each monthly progress billing copies of Lippert Bros., Inc.'s, and all the contractors' Davis-Bacon Wage Rate reports for that month. Lippert Bros., Inc. used the Heavy Highway Wage Rates dated January 5, 2024 with a General Decision Number: OK20240021. It was previously determined that Lippert Bros., Inc. will not oversee on-site interviews with the contractors to verify Davis-Bacon Wage Rates.

INVOICING PROCEDURES

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

APPROVALS

Lippert Bros., Inc. is aware that these bid recommendations need to be approved by the City of Stillwater City Council. This project was advertised that all bids will need to be good for forty-five (45) days. The forty-five (45) day mark after the November 13, 2024 bid date is December 28, 2024. Lippert Bros., Inc. recommends that the City of Stillwater notify us with a Notice of Award or Intent no later than December 13, 2024, so that we can issue Notice of Intent, and a subcontract to MK Excavation. Once Lippert Bros., Inc. receives the City of Stillwater's Notice of Award we will begin to mobilize on-site no later than ten (10) business days after the receipt of the Notice of Award.

BUILDING PERMIT

Lippert Bros., Inc. requests that the City of Stillwater and approve the building permit for this scope of work as quickly as possible so that this work and Phase 1 is not delayed.

PROJECT SAVINGS

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

Attached you will find our project cost summary sheet, along with the final bid tabulations. We request that the City of Stillwater review the above information and attached documents and inform us of any changes to our recommendations.

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

Respectfully,

Lippert Bros., Inc.



Shane VanOosten
Vice-President / Project Manager

Attachments: Project Cost Summary Sheet
Final Bid Tabulations

Cc: File

STILLWATER REGIONAL AIRPORT- NEW TERMINAL BUILDING - PHASE TWO
 2020-10 W. AIRPORT ROAD
 STILLWATER, OKLAHOMA 74075

CONSTRUCTION MANAGER: LIPPERT BROS., INC.

CIVIL ENGINEER: OLSSON



STILLWATER REGIONAL AIRPORT - NEW TERMINAL BUILDING - PHASE TWO
BID GROUP #1 - TOTALS - Bid Date: 11/13/2024

BID PACKAGE TOTALS	Bid Results
DIRECT PROJECT SUPPORT - LBI	\$53,965
SITE GENERAL REQUIREMENTS - LBI	\$42,809
BID PACKAGE #26.0 - ELECTRICAL (RACEWAYS) AWARD OF THIS BID PACKAGE IS NOT RECOMMENDED	-
BID PACKAGE #32.0 - PAVING AND WALKS AWARD OF THIS BID PACKAGE IS NOT RECOMMENDED	-
BID PACKAGE #32.1 - SODDING AWARD OF THIS BID PACKAGE IS NOT RECOMMENDED	-
BID PACKAGE #33.0 - UTILITIES MK EXCAVATION	\$518,500
SUBTOTAL	\$615,274
PROFESSIONAL LIABILITY INSURANCE	\$615
SUBCONTRACTOR GENERAL LIABILITY INSURANCE	\$896
BUILDERS RISK INSURANCE	\$882
SUBTOTAL	\$617,667
CM P&P BONDS (LBI BONDS ON SITE/DIRECT G.R. & INSURANCE ONLY)	\$1,017
CONTINGENCY (2%)	\$12,374
CM FEE - 4.75% (NO FEE ON CONTINGENCY)	\$29,387
BASE BID TOTAL	\$660,445

UNIT PRICES	
UNIT PRICE #01 - OVER EXCAVATION & HAUL-OFF PER CY (MK EXCAVATION)	\$25.00
UNIT PRICE #02 - SELECT FILL AND COMPACTION PER CY (MK EXCAVATION)	\$55.00
UNIT PRICE #03 - HAZARDOUS WASTE REMOVAL & DISPOSAL PER CY (MK EXCAVATION)	\$500.00

LIST OF ALLOWANCES	
Testing Allowance	\$12,760.00

END OF BID RECOMMENDATION SUMMARY



OWNER'S BID TABULATION SHEET
STILLWATER REGIONAL AIRPORT - NEW TERMINAL BUILDING - PHASE TWO

Bid Group #01 - Bid Packages #26.0 thru #33.0

Bid Date: November 11, 2024 at 3:00 p.m.



B.P. #26.0 - Electrical	KB Electric					
Base Bid	\$86,600.00					
DBE CONTRACTOR	NO					

B.P. #32.0 - Paving & Walks	Rudy Construction	Lopp Construction				
Base Bid	\$8,050,000.00	\$3,257,643.00				
Alternate #1	\$205,000.00	\$162,283.00				
U.P. #01	\$135.00	\$95.00				
U.P. #02	\$55.00	\$125.00				
U.P. #03	\$255.00	\$1,000.00				
DBE CONTRACTOR	NO	NO				

B.P. #32.1 - Sodding	Greenshade					
Base Bid	\$94,600.00					
DBE CONTRACTOR	NO					

B.P. #33.0 - Utilities	Patriot	MK Excavation	Civil Builders	OKIE		
Base Bid	\$1,350,000.00	\$518,500.00	\$778,000.00	\$659,660.00		
U.P. #01	\$200.00	\$25.00	\$34.00	\$195.00		
U.P. #02	\$100.00	\$55.00	\$40.00	\$100.00		
U.P. #03	\$200.00	\$500.00	\$360.00	NO BID		
DBE CONTRACTOR	NO	NO	NO	Not Acknowledged		

Budget Amendment Request
For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 12/12/2024

Department: Airport

Requested by: Christy Cluck

Explanation:

Revenue:
Increase transfer-in to reflect transfer of funds to the project fund for relocation of public utilities in connection with the Stillwater Regional Airport Terminal Building and Improvements project. Project funded from a transfer from the Water Capital and Wastewater Funds.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	8200000 - 61000		\$ 3,869,925	\$ 660,445	\$ 4,530,370
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 660,445

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 12-12-24

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 12/12/2024

Department: Airport

Requested by: Christy Cluck

Explanation:

Expenditures:
Appropriate funds for relocation of public utilities in connection with the Stillwater Regional Airport Terminal Building and Improvements project. Project funded from a transfer from the Water Capital and Wastewater Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Phase 2 Utility Relocation	8207010 - 54009	25AP05820	\$ 0	\$ 660,445	\$ 660,445
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 660,445

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 12-12-24

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

RESOLUTION CC-2024-38

“A RESOLUTION ADOPTING A SOCIAL MEDIA POLICY FOR GENERAL ADMINISTRATION OF OFFICIAL CITY SOCIAL MEDIA SITES AND ADOPTING A SOCIAL MEDIA POLICY FOR EMPLOYEES FOR THE CITY OF STILLWATER, OKLAHOMA AND RELATED ENTITIES.”

WHEREAS, the City of Stillwater utilizes official social media sites to discuss matters of public interest and to serve as a means to keep citizens and visitors updated on information and events happening throughout the City; and

WHEREAS, 74 O.S. § 840-8.1 requires that political subdivisions that utilize social networking and social media adopt a social media policy that applies to the use of social media by its employees for work purposes to discourage abusive or offensive online behavior; and

WHEREAS, the City has established a Social Media Policy for General Administration of the official social media sites which will be available on the City’s website and applicable social media sites and forums; and

WHEREAS, the City has also established a Social Media Policy for Employees establishing general social media use guidelines; and

WHEREAS, the City Council deems it to be in the best interest of the City to adopt Social Media Policies;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, AS FOLLOWS:

- 1. The attached Social Media Policy General Administration is hereby adopted.
- 2. The attached Social Media Policy Employees is hereby adopted.

APPROVED AND ADOPTED THIS 16TH DAY OF DECEMBER, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 16TH DAY OF DECEMBER 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

City of Stillwater Social Media Policy General Administration

The Official City of Stillwater (“City”) social media sites are created by the City and administered by City employees designated by the City Manager. Official City social media sites are limited public forums created to discuss matters of public interest and to serve as a means to keep citizens and visitors updated on information and events happening throughout the City. The City encourages dialogue with the public on social media sites and encourages comments, questions, and concerns. To maintain a professional and user-friendly online environment and to better monitor public information, administrative regulations and expectations are set forth below for all City of Stillwater social media site users.

Users who submit content to City social media sites agree they have read, understand, and agree to the below terms and conditions by virtue of such use. The administrative regulations and expectations for City social media sites is readily available on applicable web pages and forums.

General Administration:

1. City social media sites shall be used for the purpose of providing information to users on matters of public interest and about City information and events. Users are advised that City social media sites are not the appropriate avenue to report emergencies, or time-sensitive issues, or to conduct business with the City.
2. Links to all social media sites of the City shall be listed on the City’s official website.
3. The City’s website, <https://stillwaterok.gov/>, is the primary online location for content regarding City business, events, and services. Whenever possible, links within the social media sites will direct users to the City’s website for more information, forms, documents, or online services necessary to conduct business with the City of Stillwater.
4. Employees who use social media or social networking sites for work purposes are discouraged from engaging in abusive or offensive online behavior which specifically includes the sharing of content or comments by employees containing the following:
 - i. Obscene sexual content or links to obscene sexual content;
 - ii. Abusive behavior and bullying language or tone;
 - iii. Conduct or encouragement of illegal activity; and
 - iv. Disclosure of information which are required to be kept confidential by law, regulation, or internal policy.

Social Media Use Regulations & Expectations:

The City of Stillwater reserves the right to restrict or remove content that is deemed in violation of these regulations or violates any applicable laws or regulations. When posting or commenting on official City social media sites, the following types of postings or comments are strictly prohibited at all times. The following is a representative list and is not intended to be all-inclusive.

1. Obscene sexual content or links to obscene sexual content
2. Profane, obscene, violent, or threatening language
3. Personal attacks of any kind
4. Content that directly promotes or advocates violence or the threat of violence
5. Conduct or encouragement of illegal activity
6. Solicitations, advertisements, endorsements, promotions of commerce, particular services, or products
7. Spam or unrelated links to other sites
8. Comments or content that promotes, fosters, or perpetuates discrimination on the basis of race, color, age, religion, gender, marital status, sexual orientation, genetics, status with regard to public assistance, national origin, physical or intellectual disability
9. Confidential or non-public information
10. Content that is clearly off-topic
11. Information that may compromise the safety, security, or proceedings of public systems or any criminal or civil investigations

User Inquiries or Objections

User inquiries or objections should be submitted in writing pursuant to the following procedure:

1. User may submit an inquiry or protest in writing specifically identifying the concern or complaint including any supporting documentation or other pertinent information substantiating the concern or complaint. The inquiry or complaint shall be emailed to the Communications Director at dawn.dodson@stillwaterok.gov. Please include "Social Media Inquiry/Objection" in the subject line. The Communications Director will investigate the concern and review the findings with necessary staff representatives. The Communications Director will then reply in writing within five (5) working days of the date the inquiry or concern is received.
2. If the user is not satisfied with the Communications Director's written reply, an appeal may be made in writing within five (5) working days to the City Manager. The City Manager will review the concern and any related information or documentation. The City Manager will provide findings and a decision within ten (10) working days following the date of receipt of the written appeal. The decision of the City Manager shall be a final decision on the matter.

City of Stillwater Employee Social Media Policy

Social media, including networking sites and blogs, are increasing in popularity and activity. The City of Stillwater (“City”) believes that social media can assist in raising visibility and support for its business. The City is also aware that social media is not used exclusively for the City’s business and that employees are utilizing blogs and social networking sites for personal use. However, it is important to keep in mind that what is posted is traceable and permanent.

When employees create their own blogs, comment on a blog, create a LinkedIn profile, Twitter/X, use Facebook, Instagram, and/or contribute to or through any of the other online media (i.e., Wikis, blogs, chat rooms, Internet forums, electronic mailing lists, etc.), they are impacting their personal image and potentially impacting the City. If your online profile indicates that you work for the City, then that activity is associated with the City. Therefore, the City asks all employees to follow the guidelines below regarding online behavior.

The sites covered in this policy include any electronic form of communication, including social networking sites such as Facebook and Instagram; professional networking sites such as LinkedIn; and live blogging tools like Twitter/X, as well as employee’s personal blogs and those hosted by other organizations that you either author or where you post comments.

Social Media Use Guidelines:

Follow these guidelines when creating and/or publishing work-related or non-work-related content online:

1. **Maintain confidentiality.** Never divulge proprietary or confidential information about the City, our employees, or our clients.
2. **Represent yourself accurately.** If you are participating in an online community or commenting on topics related to City business, you must make it clear that you are speaking for yourself and not on behalf of the City.
3. **Be accurate.** When posting content, your overall goal should be to provide value through accurate information. You may not post anything that is knowingly false.
4. **Be respectful.** Respect the opinions of others. You may have disagreements, but please make your opinions respectfully. The City does not tolerate intimidating or threatening comments.

Please keep the following guidelines in mind regarding your online identity:

1. Follow the rules regarding the use of City email outlined in the City’s Personnel Policies.
2. Even when using social media sites on a personal basis, please remember to follow the City’s policies prohibiting threats and intimidation.
3. The City is not interested in limiting your ability to participate in personal social networks with a personal email address outside of the workplace. However, what you publish on these sites should never be attributed to the City. Please make it clear that you are speaking for yourself. Furthermore, even if you do not mention the City, that information is readily ascertainable and could reflect poorly upon you and the City. Please use common sense when making online comments, even if you intend for them only to be personal in nature. If you choose to use your work affiliation on a social network, then you should regard all communication on that network as you would in a professional network.
4. Be aware of your association with the City in online social networks. If you identify yourself as a City employee, ensure your profile, photographs, and related content is consistent with how you wish to present yourself with colleagues and clients.
5. As they are in the public domain, the City reserves the right to monitor social media sites and blogs.
6. Any violators of this Policy will be subject to disciplinary action, up to and including termination.

ORDINANCE NO. 3551

AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 1324 EAST 6th AVENUE FROM COMMERCIAL GENERAL (CG) TO COMMERCIAL SHOPPING -PLANNED UNIT DEVELOPMENT (CS-PUD).

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

Parcels located at 1324 EAST 6th AVENUE:

1324 E 6TH AVE (Book 2525, Page 800)

A PART OF LOT ONE (1), PARKERSVILLE, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 190 FEET; THENCE EAST 238 FEET; THENCE SOUTH 190 FEET; THENCE WEST 238 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF.

be and the same is hereby rezoned from (CG) Commercial General to (CS-PUD) Commercial Shopping-Planned Unit Development, and such ordinance shall incorporate by reference the Statement of Intent and Site Plan, Exhibit A, approved with this rezoning and is thereby made a part this ordinance as if fully set out herein.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2025.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 12/16/2024
Second Reading:

EXHIBIT A

PUD State of Intent
Site Plan

1324 East 6th Avenue



October 22, 2024

Jeff Mathews, Community Development Director
Community Development Department
City of Stillwater, 723 South Lewis Street
Stillwater, Oklahoma 74074

**RE: Planned Unit Development – Statement of Intent
1324 East 6th Avenue – Stillwater Studios**

Dear Mr. Mathews

The developer/owner, Wargo, LLC is proposing Stillwater Studios, a Planned Unit Development (PUD) on a tract of land located at 1324 East 6th Ave. Wargo, LLC has a mailing address of 70 S Val Vista Drive, Gilbert AZ 85296. Brian Corr is its Managing Member and can be contacted at 602-721-2318. The site project manager is Austin Corr and contact information is 602-721-0990.

The existing structures for the motel were built in 1950 and are nonconforming with respect to the required building setbacks for the zoning districts defined by the current code. This PUD request allows for the repurposing of the existing buildings to be used as apartments.

The site is currently zoned Commercial General (CG). The request to rezone to Commercial Shopping (CS) is the lowest intensity of commercial zoning district that allows for multi-family with a specific use permit. The property has double frontage along East 6th Avenue and South Hafner Street. The PUD is establishing the required setbacks based on the existing structures and allows for 32 dwelling units with a laundry facility and office. The PUD will establish the setbacks as follows:

South Hafner Street (secondary) Front: 10 FT
East 6th Avenue (primary/addressed) Front: 20 FT
Rear: 5 FT
Side: 5 FT

ZONING COMPARISON TABLE		
	CODE REQUIRED	PROPOSED PUD
ZONING	COMMERCIAL SHOPPING (CS)	COMMERCIAL SHOPPING (CS)
USES	SUP MULTI-FAMILY	MULTI-FAMILY
POPULATION DENSITY	53 (SEC 23-306(K))	32
SETBACKS		
FRONT (HAFNER)	20 FT	10 FT
FRONT (6 TH)	20 FT	20-FT
REAR	25-FT	5 FT
SIDE	15 FT	5 FT



The general concept of this CS-PUD is to allow for the existing motel to be repurposed into apartments. The proposed use will be less transient in nature and more stable in occupancy. The existing structures provide 32 living units. The site is abutted to the north by Commercial General (CG), to the east by Commercial General (CG) and Residential Two-Family and Multi-Family (RTM), to the south by a principal arterial roadway 6th Avenue (Highway 51) and to the west by Commercial General (CG) and Residential Two-Family (RT). As an adaptive reuse of the existing motel, the project benefits the community in multiple ways as discussed in the Redevelopment section of the C³ Plan. The removal of blight and increase in tax base will benefit the area along with the creation of a different type of housing.

Maintenance of the structures and operation of the facility defined on the site will be under a single ownership. There are no proposed changes to the location of the existing structures and therefore the setbacks shall remain as currently sited. There are no proposed changes to the existing landscaping. Existing conditions consist of sod on the southeast and southwest corners of the property, along with sod and a row of shrubs along the east property line. There is an existing six-foot wood fence on the southeast side of the proposed leasing office building that is to remain that is not required for screening. There is also an existing six-foot wood fence between buildings 1 and 2 for screening the property from the residential property to the northwest. There are proposed six-foot wood fences along the north and east property lines that are not required for screening by the current code. There are no proposed changes to the existing 33 parking spaces. There are no proposed changes to the existing density of 32 units. The traffic will flow into the east drive and out through the west drive. The interior remodel consists of new paint, flooring, cabinets, appliances, lighting, HVAC and wardrobes. The outside of the building will get a fresh coat of paint and a new roof. The existing structures generally consist of painted brick and painted CMU brick walls with asphalt shingle roofs. Updating the existing structures will improve compatibility with the neighboring structures. The brick structure to the east is a church with an asphalt shingle roof. The metal building to the north is occupied by a roofing company. The residential structures to the northwest consist of brick wainscot with lap siding with asphalt shingle roofs. To the west is a stucco single story commercial building. To the south, across Highway 51 is the Fairlawn Cemetery.

There will be common space for the use of all residents in Building 4 (laundry) and grassed open space in the northeast quadrant of the site.



Gose & Associates

ENGINEERING • PLANNING • LAND SERVICES

Page 3



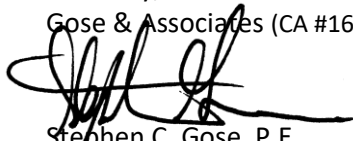
Remodel of the structures will begin in September with site preparation, clean up and ordering of materials. October will consist of preparation for the electrical and plumbing work, building closets, interior finishes, cabinets. November, installing mini splits and replacing the roofs on building 1 and building 4, and updating the sign. December, scheduling final inspections and paint exterior of the buildings, finish remodel of the laundry room, clean units, prepare for tenants. The first tenants are expected to move in January of 2025.

The owner/developer will follow Section 16-79 to ensure there is no nuisance created for surrounding properties. Remodel of the property will take place during the hours of 8:00 AM to 5:00 PM. The repurpose of the existing buildings reduces the impact on surrounding properties, based on less frequent turnover of tenants. There are no foreseen challenges to the neighboring properties.

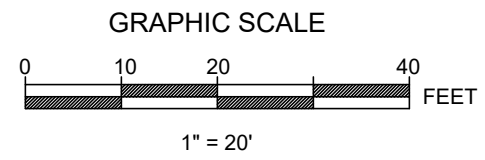
Should you have any questions please feel free to contact me at 405.743.4907.

Sincerely,

Gose & Associates (CA #1604)



Stephen C. Gose, P.E.
Project Manager



A PART OF LOT ONE (1), PARKERSVILLE, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 190 FEET; THENCE EAST 238 FEET; THENCE SOUTH 190 FEET; THENCE WEST 238 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED
CERTIFIES THAT HE IS THE OWNER AND HAS ALL RIGHTS, TITLE AND
INTEREST IN AND TO THE ABOVE DESCRIBED TRACT OF LAND.

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING COMMISSION OF THE CITY OF STILLWATER, COUNTY OF PAYNE, STATE OF OKLAHOMA, HERBY CERTIFY THAT SAID COMMISSION DULY RECOMMEND APPROVAL TO THE CITY COUNCIL OF THIS PRELIMINARY PUD AT A MEETING OF THE COMMISSION ON THE _____ DAY OF _____, 2024.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER THAT THE DEVELOPMENT SHOWN ON THIS PRELIMINARY PUD SITE PLAN IS HEREBY ACCEPTED

TERESA KADAVY, CITY CLERK

1. ALL EXISTING STRUCTURES ARE TO REMAIN. THERE IS NO PROPOSED DEMOLITION TO THE STRUCTURES OR EXISTING PAVEMENT.
2. THERE ARE NO PROPOSED CHANGES TO EXISTING LANDSCAPING.
3. SUBJECT PROPERTY IS LOCATED IN ZONE X BASED ON FEMA FIRM MAP# 40119C0231F, DATED: 05/16/2007.
4. EXISTING SIGN TO BE REUSED.

REMODEL WILL BEGIN IMMEDIATELY ON BUILDING 1, 4 & 5. THEN BUILDING 2 AND BUILDING 3

ZONING COMPARISON TABLE		
	CODE REQUIRED	PROPOSED
ZONING	COMMERCIAL SHOPPING (CS)	COMMERCIAL SHOPPING (CS)
USES		MULTI-FAMILY
POPULATION DENSITY	53 (SEC. 23-306(K))	32
SETBACKS		
FRONT	20 FT	10 FT
SIDE	15 FT	5 FT

PARKING TABLE			
	RATIO	REQUIRED	PROVIDED
MULTI-FAMILY (1 -BED)	1 PER UNIT	32	33



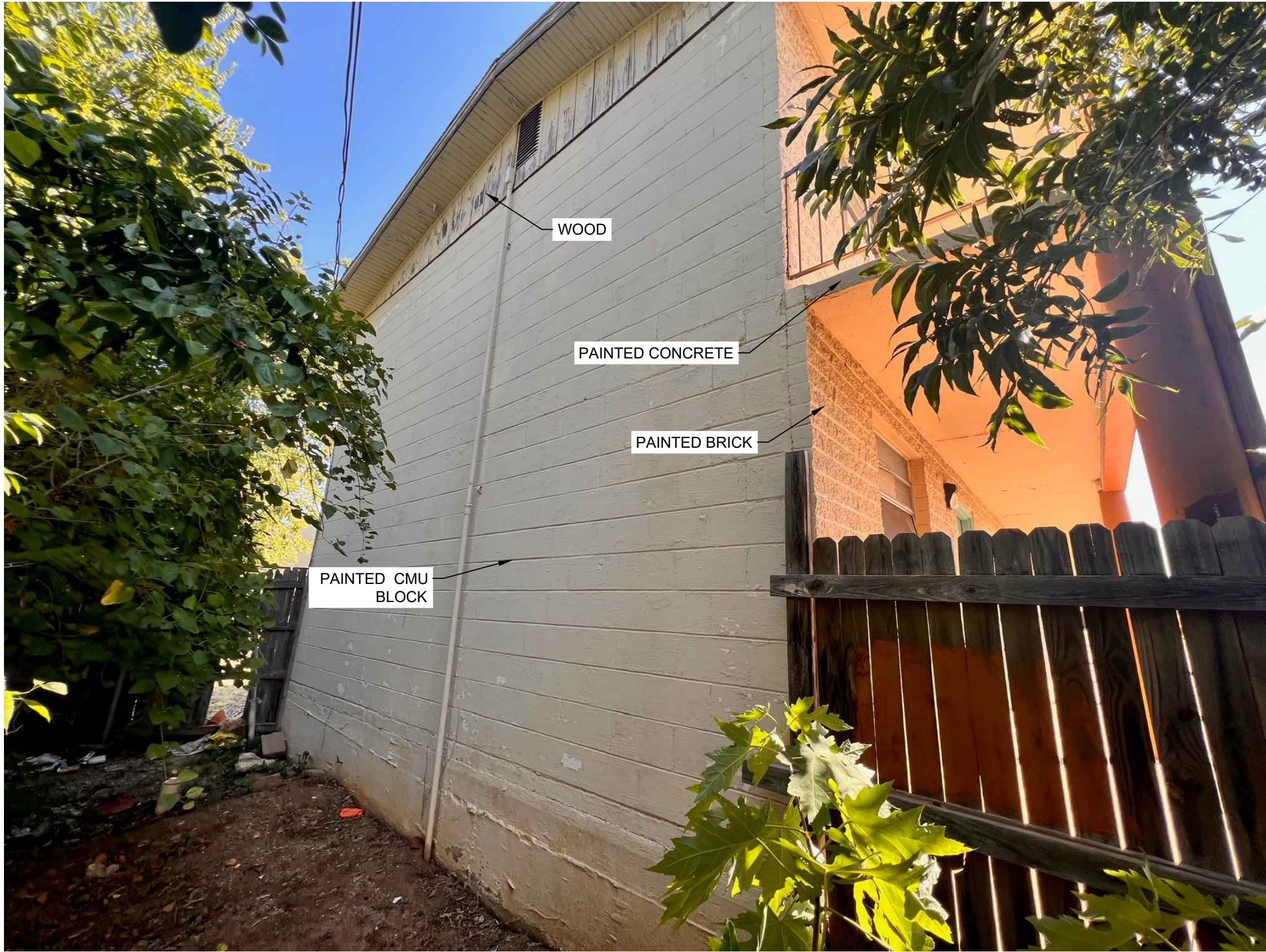
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C-50817 - BUILDING 1
09/12/2024 7:45 AM
KATE PURDY



BUILDING 1 TWO STORY
EAST FACADE



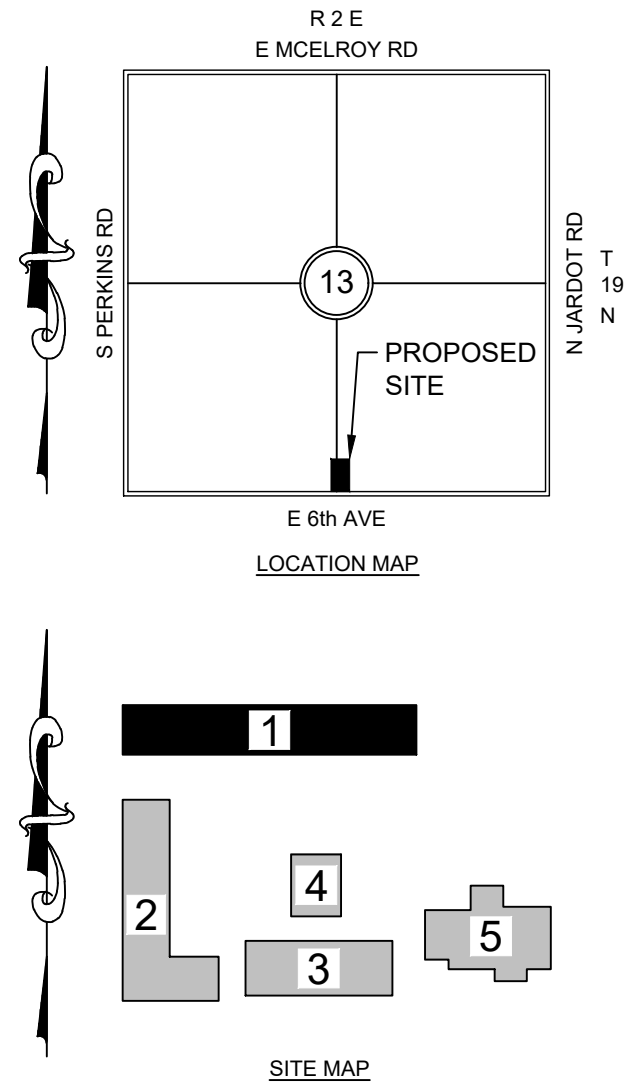
BUILDING 1 TWO STORY
SOUTH FACADE



BUILDING 1 TWO STORY
WEST FACADE

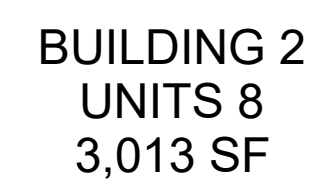


BUILDING 1 TWO STORY
NORTH FACADE

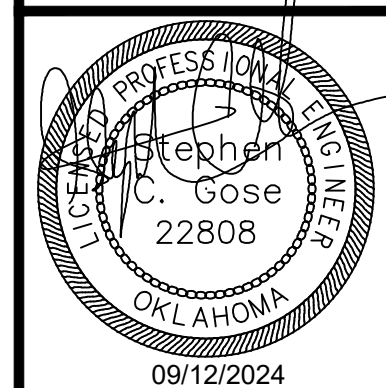


BUILDING1
UNITS 20
7,961 SF

JOB NUMBER 1387.01		DATE 09/12/2024		SCALE: AS SHOWN		CREATED BY: CDW		DRAWN BY: CDW		CHECKED BY: SCG	
BUILDING 1 ELEVATION		1324 E 6TH PUD		STILLWATER OKLAHOMA		SHEET NUMBER ---		Gose & Associates ENGINEERING • PLANNING • LAND SERVICES 113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4807 CA 1640 www.gose-associates.com		REVISIONS	
										DATE	

[illegible]

 **Gose & Associates**
ENGINEERING • PLANNING • LAND SERVICES
113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4907 CA 1640
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JOB NUMBER	1387.01
DATE	09/12/2024
SCALE:	AS SHOWN
CREATED BY:	CDW
DRAWN BY:	CDW
CHECKED BY:	SCG

BUILDING 2 ELEVATION

1324 E 6TH PUD
STILLWATER OKLAHOMA

SHEET NUMBER

1000 South 157th Avenue, Suite 500, Tulsa, Oklahoma 74116
C-0001 - BUILDING 3
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KATE PURDY
09/12/2024 7:45 AM
09/12/2024



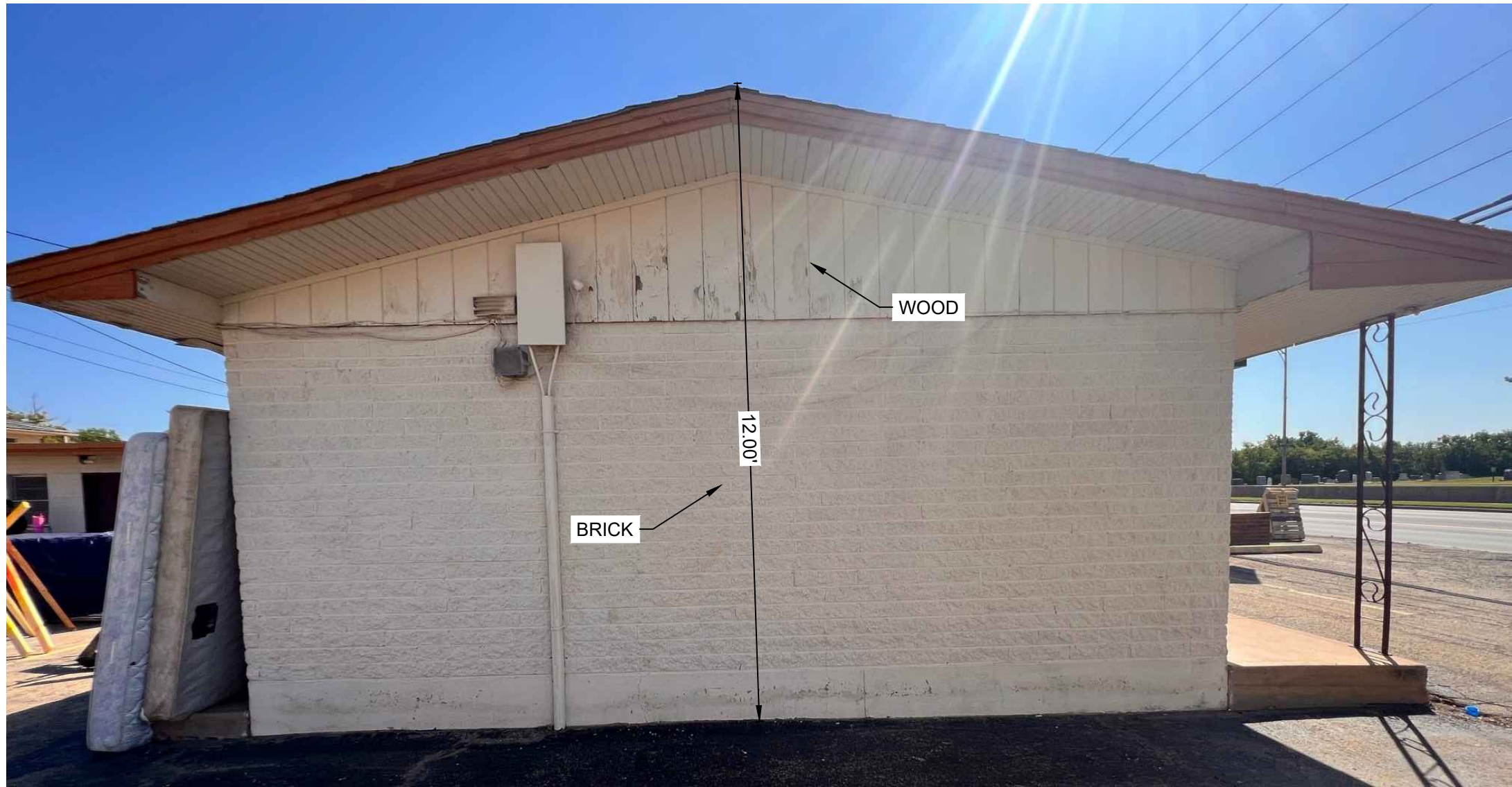
BUILDING 3
SOUTH FACADE



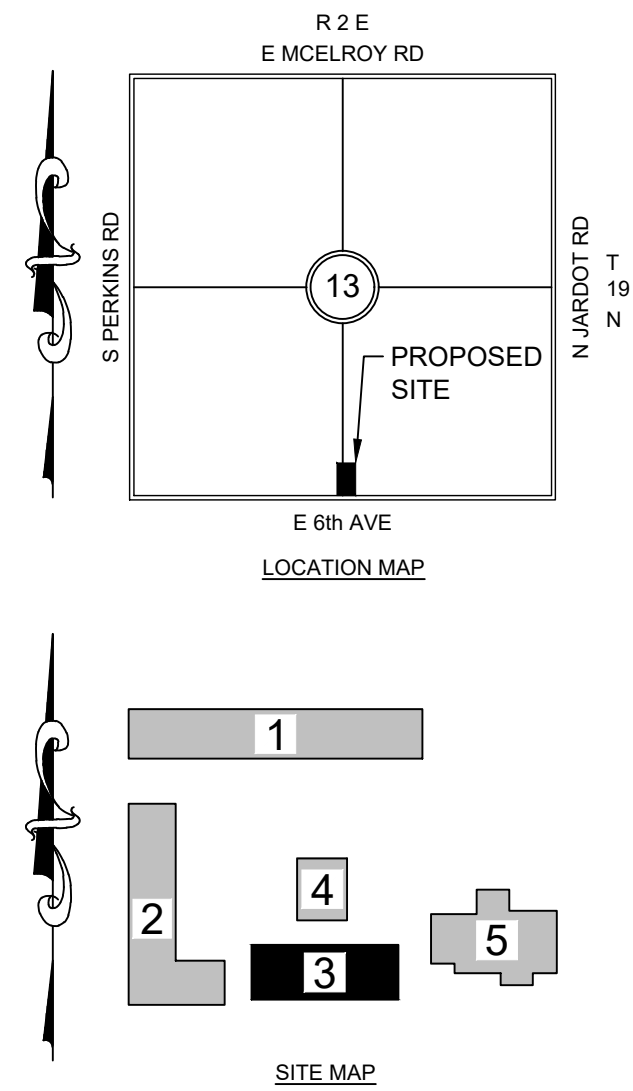
BUILDING 3
NORTH FACADE



BUILDING 3
EAST FACADE

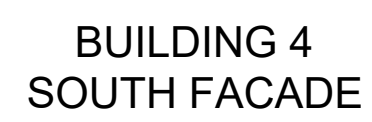


BUILDING 3
WEST FACADE



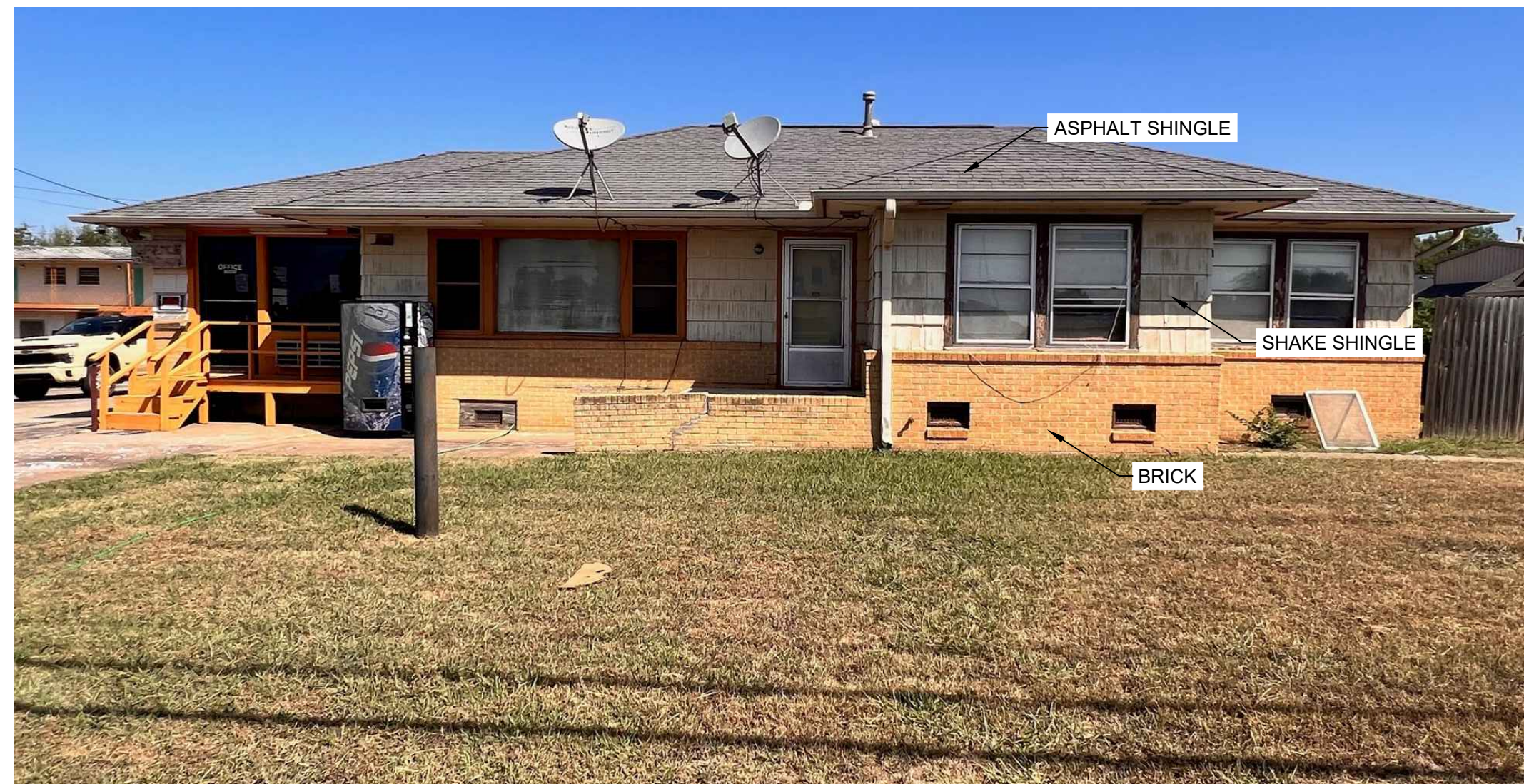
BUILDING 3
UNITS 4
2,160 SF

JOB NUMBER 1387.01		DATE 09/12/2024		SCALE: AS SHOWN		CREATED BY: CDW		DRAWN BY: CDW		CHECKED BY: SCG	
BUILDING 3 ELEVATION		1324 E 6TH PUD STILLWATER OKLAHOMA									
SHEET NUMBER ---		Gose & Associates ENGINEERING • PLANNING • LAND SERVICES 113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4807 CA 1640 www.gose-associates.com									
REVISIONS		DATE									



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C-EXBT - BUILDING 4
1/12/2024 7:45 AM
KATIE FURDY
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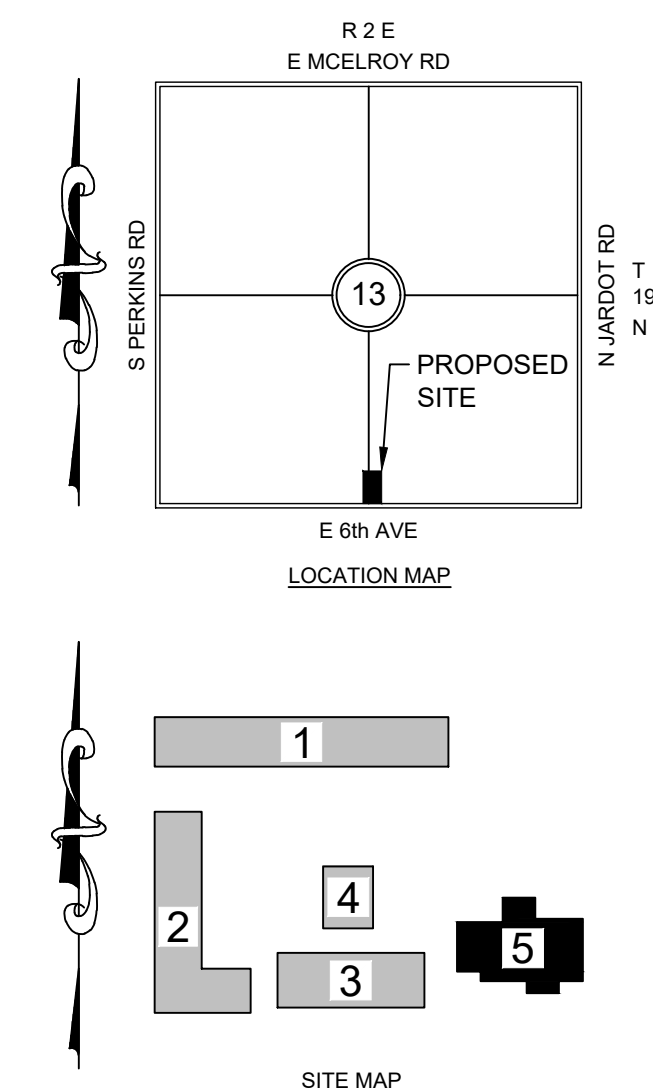
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						REVISIONS	
JOB NUMBER	1387.01	DATE	09/12/2024	SCALE: AS SHOWN	CREATED BY: CDW	DRAWN BY: CDW	CHECKED BY: SCG



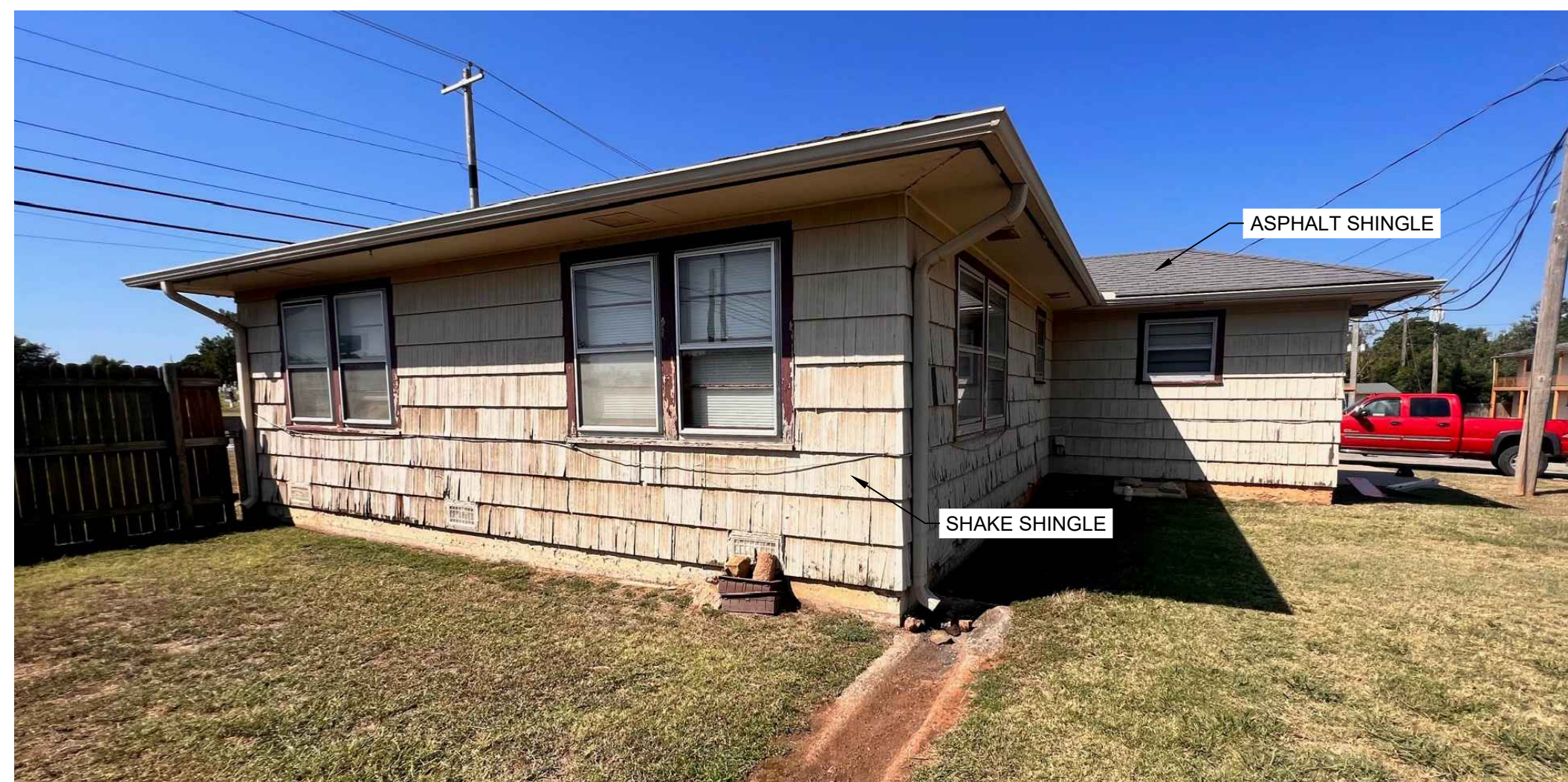
BUILDING 5
SOUTH FACADE



BUILDING 5
NORTH FACADE



BUILDING 5
OFFICE
2,192 SF



BUILDING 5
EAST FACADE



BUILDING 5
WEST FACADE



\\00seal1387.016\A000\shared\c-exb7.dwg
C-EXB7 - BUILDING 5
9/12/2024 7:46 AM
KATE PURDY
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SHEET NUMBER	1324 E 6TH PUD STILLWATER OKLAHOMA	BUILDING 5 ELEVATION	JOB NUMBER	1387.01		 Gose & Associates ENGINEERING • PLANNING • LAND SERVICES 113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4807 CA 1640 www.gose-associates.com	DATE	09/12/2024	NO.	REVISIONS	DATE
			SCALE - AS SHOWN								
			CREATED BY:GDW								
			DRAWN BY:GDW								
			CHECKED BY: SCG								

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 16, 2024



Agenda Item:	10.a. CC-24-147
Previous/Related Action:	
Background/Issue:	The Implementation Policy Committee reviews applications for Development Project Assistance for compatibility with the Project Plan and the City's Land Development Code and Standards, evaluates the qualifications of the applicant, including financial capacity and experience, and recommends appropriate performance parameters and requirements. A current vacancy for a Citizen Representative exists on the Committee.
Proposal/Solution:	Appoint to fill the vacancy on the Committee.
Financial Source/Impact:	No impact
Related Strategic Priority:	#6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Recommend appointment of Charles Johnson to the Downtown (Re)Investment Implementation Policy Committee.
Prepared By:	Brady Moore, City Manager
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None