



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
MAY 5, 2025

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.	Appreciation of Jacie Gray, Sister City Student Representative
b.	Introduction of new Stillwater Police Chief Christopher Hassig

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 April 21, 2025 regular meeting minutes	
b.	Approve Stillwater History Museum at the Sheerar Extension Agreement	Christy Driskel
c.	Approve Memo to set the public hearing date for June 16, 2025 for the closing of a portion of a Public Right of Way on property located at 1101 W University Avenue per application by Sigma Chi Fraternity as required by City Code 23-60(b).	Josh Brown
d.	Approve the engagement of HSPG and Associates, PC to perform the audit for the City of Stillwater	CC-25-65 Jared Thulin

	and the related Trust Authorities for the fiscal year ending June 30, 2025.		
e.	Accept electric easement to grant Stillwater Electric Utility access for maintenance of utility services at 4420 W. 6th Avenue.	CC-25-66	Josh Brown
f.	Accept pedestrian easement from Grimsley 5, LLC for new sidewalk at 723 N. Duck Street.	CC-25-67	Josh Brown
g.	Approve budget amendments reflecting receipt and appropriation of \$3,409.77 in donations to the Stillwater Public Library	CC-25-68	Stacy Delano
h.	Authorize Phase 2 services to the Professional Services Agreement with Barrett L. Williamson Architects, Inc. for a fee of \$515,742; authorize expenditures of \$567,317 (which includes Phase 2 work and contingency); authorize the City Manager to execute the PSA Amendment and related documents; and approve the associated budget amendments.	CC-25-69	Bill Millis
i.	Authorize the Mayor to sign the Local Government Certification documents for Payne County Youth Services to apply for the 2025 Emergency Solutions Grant Program.	CC-25-70	Shelly Crynes

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.	Stillwater History Museum at the Sheerar Presentation	Catarina de Araujo
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	(No action will be taken on this item)	
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8. Ordinances

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

First Read

a.	ORDINANCE NO. 3568: AN ORDINANCE AMENDING STILLWATER CODE OF ORDINANCES CHAPTER 35, "STORMWATER QUALITY AND MANAGEMENT," ARTICLE I, "IN GENERAL," SECTION 35-1, "DEFINITIONS"; CHAPTER 35, "STORMWATER QUALITY AND MANAGEMENT," ARTICLE II, "DRAINAGE AND SEDIMENTATION," DIVISION 1, "GENERALLY," SECTION 35-25, "IMPAIRMENT OF DRAINAGE FACILITIES"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY
b.	ORDINANCE NO. 3569: AN ORDINANCE AMENDING STILLWATER CODE OF ORDINANCES CHAPTER 18, "ENVIRONMENT," ARTICLE III, "MISCELLANEOUS NUISANCES," DIVISION 1, "GENERALLY," SECTION 18-71, "PUBLIC NUISANCES DESIGNATED"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

Second Read

a.	ORDINANCE NO. 3565: AN ORDINANCE AMENDING STILLWATER CODE OF ORDINANCES CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE XVII, "REQUIRED IMPROVEMENTS," DIVISION 3, "IMPROVEMENTS, SECTION 357, "WATER DISTRIBUTION SYSTEM," SUBSECTION (e) AND SECTION 358, "SANITARY SEWER COLLECTION SYSTEM," SUBSECTION (e); CHAPTER 41, "UTILITIES," ARTICLE IV, "WATER SERVICE," DIVISION 1, SECTION 41-113, "TIE-ON CHARGE," SUBSECTION (b) AND DIVISION 5, "SERVICE EXTENSIONS," SECTION 41-244, "LEASE-PURCHASE AGREEMENT"; CHAPTER 41, "UTILITIES," ARTICLE V, "SEWERS AND SEWAGE DISPOSAL," DIVISION 11, "SEWER MAIN EXTENSIONS," SECTION 41-590, "PAYMENT OF COSTS" AND SECTION 41-591, "LEASE-PURCHASE AGREEMENT;" AND ADDING CHAPTER 41, "UTILITIES," ARTICLE IV, "WATER SERVICE," DIVISION 5, "SERVICE EXTENSIONS," SECTION 41-245, "PAYMENT OF COSTS"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY
b.	ORDINANCE NO. 3566: AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE III, LAND DEVELOPMENT PROCESS, SECTION 23-63, PLAT/SUBDIVISION APPROVAL PROCESS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

9. Appointments

a.	Stillwater Housing Authority	CC-25-73
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b.	Stillwater Public Library Board	CC-25-74
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10. Reports from Officers and Boards

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

a.	Miscellaneous items from the City Attorney
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b.	Miscellaneous items from the City Manager
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c.	Miscellaneous items from the City Council
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11. Questions and Inquiries

12. Adjourn

On May 2, 2025 at 11:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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.

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov
Together, Investing in Municipal Excellence

WHEREAS, Jacie Gray has been instrumental in creating and maintaining meaningful connections between Stillwater and its Sister City, Kameoka, Japan, most notably through the recent revitalization of the Stillwater Public Schools student exchange program; and,

WHEREAS, Ms. Gray has continued building bridges and creating opportunities through teaching English online to Japanese students and development of valuable instructional materials; and,

WHEREAS, she has served as an exemplary ambassador in her work with Japanese exchange students and foreign dignitaries, promoting mutual respect, goodwill, and global citizenship; and,

WHEREAS, Jacie Gray will graduate in May 2025 from Oklahoma State University with a Bachelor of Science degree in Music Industry and a minor in Japanese Linguistics, a testament to her academic excellence and passion for cross-cultural engagement; and,

WHEREAS, the City of Stillwater sincerely appreciates her unwavering commitment to fostering international friendship and cultural exchange.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby commend Jacie Gray for exceptional service to the Sister Cities Program and lasting contributions to our community's global engagement and cultural diplomacy.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED APRIL 17, 2025 AT 5:20 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
APRIL 21, 2025**

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

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:31 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

a. Sexual Assault Awareness Month

Mayor Joyce read the proclamation declaring April 2025 as Sexual Assault Awareness month in Stillwater. Sydney and Ellen with Wings of Hope accepted the proclamation.

b. 50th Anniversary, Stillwater Humane Society

Mayor Joyce read the proclamation congratulating the Stillwater Humane Society for 50 years of outstanding dedication to the health and safety of Stillwater and Payne County. Director of the Human Society Jackie Ross-Guerrero accepted the proclamation.

c. "You Are Beautiful" Proclamation

Mayor Joyce read the proclamation declaring Stillwater as a "You Are Beautiful" community and encouraged all residents, businesses and organizations to join this movement. Matt Sullens explained the national project and accepted the proclamation.

d. Stillwater Electric Utility earned Diamond status, the highest possible ranking, from the American Public Power Association's Safety Award of Excellence for safe operating practices in 2024, within the category of 110,000-249,999 annual worker-hours of exposure. SEU also received the Reliable Public Power Provider (RP3)® Diamond member designation for providing reliable and safe electric service.

Mayor Joyce recognized and congratulated Stillwater Electric Utility for having earned the highest possible ranking of Diamond Status for safe operating practices and for receiving the Reliable Public Power Provider Diamond member designation for providing reliable and safe electric service. Electric Utility Director Loren Smith thanked Council for their support and the Electric Utility staff for their commitment to safety.

4. CONSENT DOCKET

- a. Approve April 7, 2025 regular and executive session meeting minutes.
- b. Approve Agreement between City of Stillwater, Stillwater Utilities Authority, and Independent School District No. 16 for sharing of the cost of replacement of an existing, leaking waterline in the new high school project area which requires replacement in connection with the project and will benefit the greater public by replacing older pipes.
- c. Authorize the Mayor to sign the Local Government Certification documents for Mission of Hope to apply for the 2025 Emergency Solutions Grant Program.
- d. Award Bid #6-2025 to Tus Nua Lawn and Landscaping for \$374,528.00 for City Wide Mowing Services.
- e. Award a unit price contract to MK Excavation LLC in the amount of \$47,620.00 for Windsor Drive crosswalk improvements (Bid No. 11-2025); authorize total construction expenditures of \$58,270.00 which includes the construction contract, testing and contingency; approve the related budget amendment; and authorize the City Manager to execute the contract and related documents.

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

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. Received public comment for a proposed Text Amendment to Chapter 23, Land Development Code, Article XVII, Required Improvements, Division 3, Improvements, Section 357, Water Distribution System, Subsection (e) and Section 358, Sanitary Sewer Collection System, Subsection (e); Chapter 41, Utilities, Article IV, Water Service, Division 1, Section 41-113, Tie-On Charge, Subsection (b) and Division 5, Service Extensions, Section 41-244, Lease-Purchase Agreement; Chapter 41, Utilities, Article V, Sewers and Sewage Disposal, Division 11, Sewer Main Extensions, Section 41-590, Payment of Costs and Section 41-591, Lease-Purchase Agreement; and adding Chapter 41, Utilities, Article IV, Water Service, Division 5, Service Extensions, Section 41-245, Payment of Costs; Repealing all ordinances to the contrary; and providing for severability.

Development Services Director David Barth presented the report and answered Council's questions.

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

Planning Commission recommended approval of the Chapter 23 Text Amendment 4-0 and Staff recommends the Council accept the Planning Commission's recommendation to approve the Chapter 23 and Chapter 41 text amendments and adopt the proposed ordinance.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE CHAPTER 23 TEXT

AMENDMENT AND STAFF'S RECOMMENDATION TO COUNCIL TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE CHAPTER 23 AND CHAPTER 41 TEXT AMENDMENTS AND ADOPT THE PROPOSED ORDINANCE.

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

- b. Receive public comment for a proposed Text Amendment to Chapter 23, Land Development Code, Article III, Land Development Process, Section 23-63, Plat/Subdivision Approval Process; Repealing all ordinances to the contrary and providing for severability.

Development Services Director David Barth presented the report.

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

Planning Commission recommended approval of the text amendment 4-0 and Staff recommends the Council accept the Planning Commission's recommendation to approve the text amendment and adopt the proposed ordinance.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE TEXT AMENDMENT AND STAFF'S RECOMMENDATION TO COUNCIL TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE TEXT AMENDMENT AND ADOPT THE PROPOSED ORDINANCE.

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

8. GENERAL ORDERS

- a. FY26 Budget Presentation

Assistant City Manager and Finance Director Christy Cluck presented the proposed FY26 budget and answered Council's questions.

No action was taken on this item.

9. RESOLUTIONS

- a. Resolution No. CC-2025-6: A Resolution Fixing the Amount of Bonds to Mature Each Year, Fixing the Time and Place the Bonds Are to be Sold and Authorizing the Clerk to Give Notice of Said Sale as Required by Law.

City Attorney Kimberly Carnley reported that this resolution is the next required step in the process to finance the new Animal Welfare Facility as approved by the voters on April 1. This resolution fixes the amount of bonds to mature each year, fixes the time and place the bonds are to be sold and authorizes the city clerk to give notice of the sale as required by law. Staff will come back on May 19 with another resolution to issue the bonds and approve other details of the issuance.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2025-6 AS PRESENTED.

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

Councilor Clark left the Council meeting at 6:21 and returned to the meeting at 6:22. Clark did not participate in item 9 a.

10. ORDINANCES

a. First Reading

Ordinance. No. 3565: An Ordinance Amending Stillwater Code Of Ordinances Chapter 23, "Land Development Code," Article XVII, "Required Improvements," Division 3, "Improvements, Section 357, "Water Distribution System," Subsection (E) And Section 358, "Sanitary Sewer Collection System," Subsection (E); Chapter 41, "Utilities," Article IV, "Water Service," Division 1, Section 41-113, "Tie-On Charge," Subsection (B) And Division 5, "Service Extensions," Section 41-244, "Lease-Purchase Agreement"; Chapter 41, "Utilities," Article V, "Sewers And Sewage Disposal," Division 11, "Sewer Main Extensions," Section 41-590, "Payment Of Costs" And Section 41-591, "Lease-Purchase Agreement;" And Adding Chapter 41, "Utilities," Article IV, "Water Service," Division 5, "Service Extensions," Section 41-245, "Payment Of Costs"; Repealing All Ordinances To The Contrary; And Providing For Severability

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3565 TO SECOND READ AS PRESENTED.

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

Ordinance No. 3566: An ordinance amending Stillwater City Code by amending Chapter 23, Land Development Code, Article III, Land Development Process, Section 23-63, Plat/Subdivision Approval Process; repealing all ordinances to the contrary; and providing for severability

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3566 TO SECOND READ AS PRESENTED.

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

b. Second Reading

Ordinance No. 3564: An ordinance closing a portion of a General Utility, Drainage and Pedestrian Easement Located on a tract of land lying in the Northwest Quarter (NW/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma addressed as 410 W. Franklin Lane

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3564 AS PRESENTED.

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

11. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Brady Moore expressed appreciation and thanks to the City's Waste Management department. They provided additional services during the Boys From Oklahoma concert series to ensure our customers' waste needs were met and they helped keep our community clean. They began commercial

collection routes during the early morning hours, including Sunday, to empty dumpsters and remove garbage from the ground in these areas, and well before businesses opened. The street sweepers also ran at 4 a.m. on concert days. In all they collected more than 29 tons of trash from the event. That's an incredible amount and we are grateful for their continued dedication and hard work.

c. Miscellaneous items from the City Council:

- Councilor Hardin reported that last week, April 13th through the 19th, was National Animal Control Appreciation Week and National Public Safety Telecommunicators Week. The City wants to express their appreciation for our animal control officers and our dispatchers who answer the 9-1-1 calls. Both careers can be exhausting, highly stressful, and challenging, yet also rewarding, noble, and necessary to ensure a healthy and safe community. We hope that our animal control officers and 9-1-1 dispatchers know that they are appreciated.
- Councilor Clark announced that the City has revamped the voluntary opt-in notification system for those who want to receive important notifications. Some examples of the notifications residents may receive include:
 - ✓ Severe weather information,
 - ✓ An area to avoid due to an emergency response,
 - ✓ Changes to the trash and recycling schedule, and much more.
 - ✓ The system also now includes fire and wildfire emergencies.

Residents may enroll and unenroll at any time by signing up online at: Stillwaterok.gov/notify.

- Councilor Clark also announced that Rob Hill, Director of Emergency Management, has been placed on the Governor's Wildland Fire Response Working Group. We appreciate Rob's commitment to our community, and our entire region, and thank him for now also representing our needs in this committee and with Governor Stitt.
- Vice Mayor Dzialowski encouraged residents to take advantage of the annual spring used book sale next weekend, which is organized by the "Friends of the Stillwater Public Library." The event will begin Thursday, May 1st with preview night, then on Friday and Saturday will be the general public sale, and the event will end Sunday evening with the unlimited dollar bag sale. This year's event will be at the Stillwater Community Center, due to the library's fire suppression system replacement project currently underway.
- Mayor Joyce asked residents to please join him in welcoming the new Superintendent of Stillwater Public Schools, Tyler Bridges and his family, to our community. Last week, the school board officially selected Mr. Bridges to take the helm providing trusted leadership over existing projects, learning opportunities for students, and support for educators and staff. Mr. Bridges has a tenured and impressive career in Oklahoma public schools, and Council encourages residents to get to know him and welcome the family to Stillwater. The City looks forward to continued collaboration with our partners at Stillwater Schools and are excited for his leadership.

i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

13. ADJOURN

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ADJOURN THE APRIL 21, 2025 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The April 21, 2025 regular meeting of the Stillwater City Council adjourned at 6:32 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

DRAFT

EXTENSION #1
AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF STILLWATER
AND THE STILLWATER MUSEUM ASSOCIATION, INC.

THIS AGREEMENT is made and entered into on this ____th day of _____, 2025 by and between the CITY OF STILLWATER, OKLAHOMA, a municipal corporation ("the City"), and STILLWATER MUSEUM ASSOCIATION, INC., an Oklahoma not-for-profit corporation ("the Museum), as owner and operator of the Stillwater History Museum at the Sheerar.

WITNESSETH

WHEREAS, the City and the Museum entered into an Agreement for the operation of programs for the study, preservation and interpreting the history of Stillwater, Oklahoma, for an initial contract term of July 1, 2024 through June 30, 2025; and

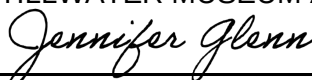
WHEREAS, said Agreement provides that the parties may extend the Agreement for three (3) additional one-year terms by mutual written agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS HEREINAFTER SET FORTH, THE CITY AND THE MUSEUM AGREE AS FOLLOWS:

1. Term of Agreement. The parties agree to extend the Agreement for an additional one-year term beginning July 1, 2025 and ending June 30, 2026.
2. Effect of Contract Provisions. All provisions contained within the General Terms and Conditions shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be fully executed in triplicate, each copy of which shall constitute an original.

STILLWATER MUSEUM ASSOCIATION, INC.



By: President/Chair of Board

Attest:
(seal)

Secretary

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

(seal)

ATTEST:

Teresa Kadavy, City Clerk

MEMORANDUM

DATE: May 5, 2025
HEARING DATE: June 16, 2025
TO: Stillwater City Council
FROM: Josh Brown, Development Coordinator
SUBJECT: Closing of alley in Block 3 of the West College Addition.

Staff is requesting a public hearing on the Gamma Delta Chapter of Sigma Chi House Corporation, Gamma Delta Investors, LLC, and Phi Gamma Delta application to close an alley which abuts properties located at 1101 and 1123 W. University Avenue, 206 S Monroe Street, and 221 S Lincoln Street. The portion of the ROW to be closed is approximately 20' X 300' (6000 square feet) , and is shown on the attached closure exhibits.

Per Stillwater City Code Section 23-60, the City Council must set a date for consideration of a closing request. Certain notice and publication requirements must be met at least 30 days prior to the public hearing. Staff recommends setting the public hearing for June 16, 2025.

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	4.d. CC-25-65
Previous/Related Action:	Audit Firm Engagement (CC-23-60) - April 17, 2023
Background/Issue:	The City of Stillwater solicits proposals for audit services every three years with annual review by the City's Audit Committee and the City Council. The firm of HSPG and Associates, PC had the successful proposal for FY 2023, and the firm completed the first year of the 3-year engagement that same year. This is HSPG and Associate's first three-year engagement with the City. The City has encountered no significant obstacles or difficulties with HSPG and Associates, PC. All deadlines were met during the FY 2024 audit. All audits are reviewed by the City's Audit Committee.
Proposal/Solution:	N/A
Financial Source/Impact:	The FY25 audit fees are \$74,141 and include: • an audit of all funds of the City and related Trust Authorities; • an audit of grant funds; and • a Passenger Facility Charge audit as required by the Federal Aviation Administration. This item will have no impact on the FY26 budget as the City has an audit performed every year and sufficient funds are included in the proposed FY26 budget.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	The City's Audit Committee recommends that HSPG and Associates, PC be engaged to perform the audit for the City of Stillwater and the related Trust Authorities for the fiscal year ending June 30, 2025.
Prepared By:	Jared Thulin, Accounting Manager
Reviewed By:	Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Audit Committee Mtg Minutes 04.23.25 - Draft

**SPECIAL MEETING MINUTES
CITY OF STILLWATER AUDIT COMMITTEE**

APRIL 23, 2025

3:30 PM

**Norman McNickle Municipal Complex, Room 1112B
723 S Lewis Street
Stillwater, OK 74074**

1. Call Meeting to Order

Meeting was called to order by Chair Kelly Cox at 3:32 p.m.

2. Introduction of Members, External Auditors and City Staff

Members Present: Chair Kelly Cox, Austin Pollard, Rachel Domnick, Randy Murray

Members Absent: Devin Zacharius

**Ex-officio member present: Councilor Kevin Clark, Assistant City Manager and Finance
Director Christy Cluck**

**City Staff Present: Assistant City Attorney Ashlyn Garis, Accounting Manager Jared
Thulin, Finance Manager Michelle Wilhelm, City Clerk Teresa Kadavy**

3. Public Comment

No public comment.

4. General Orders

a. Approval of minutes of the December 18, 2024 special meeting

**Motion by Pollard, second by Murray to approve the minutes from the December
18, 2024 special meeting.**

**Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea.
Motion carried with four yea votes.**

b. Discussion, consideration and possible direction to staff on the following:

i. follow-up to fiscal year 2024 audit

	Accounting Manager Jared Thulin reported that he is working with Electric Department staff to set-up a new inventory system for the Stillwater Energy Center's warehouse and that set-up would be complete prior to the physical inventory counts in June. This will provide consistent perpetual inventory systems at all four major warehouses across the City. Thulin stated he has discussed and worked with staff on the City's capitalization processes to ensure that appropriate decisions are made when capitalizing items in accordance with the City's policy. Thulin answered the Committee's questions.
ii.	implementation of new and application of existing Governmental Accounting Standards Board pronouncements Accounting Manager Jared Thulin stated that there are two new GASB standards for FY25. GASB 101: Compensated Absences is intended to update the recognition and measurement guidance for compensated absences. Staff expects the amount of liability reported in the financial statements will increase. Calculation assumptions will be discussed with the auditors prior to implementation. Thulin stated GASB 102: Certain Risk Disclosures requires the government to disclose a concentration of risk or constraint that may be material to the government. Staff does not expect to have any reporting requirements in FY25. Thulin also explained two items, the SUA Revenue Bond Refunding and the Wartsila Major Overhaul, that would be significant transactions in the FY25 financial statements and the application of existing GASB standards to these transactions. Thulin answered the Committee's questions.
c.	Consider recommendation to the City Council to select a firm for the external audit of the City of Stillwater and related trusts for the fiscal year ending June 30, 2025. Assistant City Manager and Finance Director Christy Cluck reported that HSPG has completed years one and two of a three-year engagement with the City. She stated the importance of a well-planned and organized audit by the auditors and regular communication between the auditors and City staff throughout each annual audit. Cluck stated that challenges have arisen in both of these areas during the first and second years of the engagement. If HSPG is engaged for a third year, City staff will request that the auditors be on-site more during fieldwork and will schedule regular

touch base meetings to be held throughout the audit. Cluck answered the Committee's questions.

Motion by Pollard, second by Domnick to recommend to the City Council to select HSPG for the external audit of the City of Stillwater and related trusts for the fiscal year ending June 30, 2025.

Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea.
Motion carried with four yea votes.

5. Adjourn.

Motion by Pollard, second by Murray to adjourn the April 23, 2025 Audit Committee Special Meeting.

Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea.
Motion carried with four yea votes.

Meeting adjourned at 4:16 p.m.

Kelly Cox, Chair

Christy Cluck, Asst City Manager & Finance Director

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	4.e. CC-25-66
Previous/Related Action:	
Background/Issue:	• Bourbon Street Square, LLC owns property addressed as 4420 W 6th Avenue. • This request is for acceptance of an electric easement that will cover utility lines to the new Express Oil Change building. This will allow access for the City of Stillwater to maintain utility services at this site. • The Electric Easement dedicated consists of 422 square feet (0.01 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of this electric easement.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this easement.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the electric easement and authorize the Mayor to execute the document.
Prepared By:	Josh Brown
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Esmt _ Electric Easement w _Exhibit

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, BOURBON STREET SQUARE LLC, a OK L.L.C., certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, and legal described on Exhibit A attached hereto,

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of electric lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

BEING A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 26 MINUTES 49 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 491.84 FEET TO A THREE-EIGHTHS INCH IRON ROD WITH RED CAP STAMPED "DTMCA 6391" FOUND AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO BOURBON STREET SQUARE, LLC, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 2297, PAGE 123 OF THE PAYNE COUNTY RECORDER'S OFFICE;

THENCE NORTH 89 DEGREES 26 MINUTES 17 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID BOURBON STREET SQUARE, LLC TRACT, A DISTANCE OF 78.08 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 28.18 FEET MORE OR LESS TO THE SOUTH LINE OF AN UTILITY EASEMENT IN FAVOR OF THE CITY OF STILLWATER, OKLAHOMA RECORDED IN BOOK 2389, PAGE 757 OF THE PAYNE COUNTY RECORDER'S OFFICE;

THENCE, SOUTH 89 DEGREES 59 MINUTES 41 SECONDS EAST, COINCIDENT WITH SAID UTILITY EASEMENT'S SOUTH LINE, A DISTANCE OF 15.00 FEET;

THENCE, SOUTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, A DISTANCE OF 28.03 FEET, MORE OR LESS TO SAID NORTH LINE OF BOURBON STREET SQUARE, LLC TRACT ;

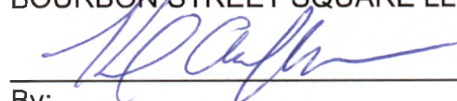
THENCE, SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID BOURBON STREET SQUARE, LLC TRACT, A DISTANCE OF 15.00 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING 422 SQUARE FEET OR 0.010 ACRES.

The easement contains 422 square feet or 0.010 acres more or less and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Except as herein granted, the Grantor shall continue to have the full use and enjoyment of the property herein granted or described for appropriate purposes. At no time shall the Grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the Grantor, their successors or assigns, nor shall the Grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said electric line(s) at any and all times.

BOURBON STREET SQUARE LLC



By:

Title:

STATE OF OKLAHOMA)

) ss.

COUNTY OF PAYNE

Before me, a Notary Public in and for said County and State on this 15 day of April, 2025, personally appeared, Howard Arulogun, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its MANAGER and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation/partnership/LLC, for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Expires:

My Commission Number:

(SEAL)

NE COURT

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 20██ , the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered electric easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

PROPOSED 15' ELECTRIC EASEMENT
BOURBON STREET SQUARE LLC
VOLUME 2489 PAGE 264, O.P.R.P.C.O.
SOUTHWEST QUARTER OF SECTION SEVENTEEN,
TOWNSHIP NINETEEN NORTH, RANGE TWO EAST
PAYNE COUNTY, OKLAHOMA
PAGE 1 OF 2

LEGAL DESCRIPTION:

BEING A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER;

THENCE NORTH 00 DEGREES 26 MINUTES 49 SECONDS WEST, COINCIDENT WITH THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER A DISTANCE OF 491.84 FEET TO A THREE-EIGHTHS INCH IRON ROD WITH RED CAP STAMPED "DTMCA 6391" FOUND AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO BOURBON STREET SQUARE, LLC, AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN BOOK 2297, PAGE 123 OF THE PAYNE COUNTY RECORDER'S OFFICE;

THENCE NORTH 89 DEGREES 26 MINUTES 17 SECONDS EAST, COINCIDENT WITH THE NORTH LINE OF SAID BOURBON STREET SQUARE, LLC TRACT, A DISTANCE OF 78.08 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 28.18 FEET MORE OR LESS TO THE SOUTH LINE OF AN UTILITY EASEMENT IN FAVOR OF THE CITY OF STILLWATER, OKLAHOMA RECORDED IN BOOK 2389, PAGE 757 OF THE PAYNE COUNTY RECORDER'S OFFICE ;

THENCE, SOUTH 89 DEGREES 59 MINUTES 41 SECONDS EAST, COINCIDENT WITH SAID UTILITY EASEMENT'S SOUTH LINE, A DISTANCE OF 15.00 FEET;

THENCE, SOUTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, A DISTANCE OF 28.03 FEET, MORE OR LESS TO SAID NORTH LINE OF BOURBON STREET SQUARE, LLC TRACT ;

THENCE, SOUTH 89 DEGREES 26 MINUTES 17 SECONDS WEST, COINCIDENT WITH THE NORTH LINE OF SAID BOURBON STREET SQUARE, LLC TRACT, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 422 SQUARE FEET OR 0.010 ACRES.

NOTES:

- 1. THE BASIS OF BEARING IS DERIVED FROM THE OKLAHOMA ALLTERRA RTKNET COOPERATIVE NETWORK - OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83). ADJUSTMENT REALIZATION 2011.
- 2. SURVEY BASED ON GRID COORDINATE VALUES - NO SCALE, NO PROJECTION OR SURFACE COORDINATE VALUES APPLIED.
- 3. ALL EASEMENT CORNERS ARE POINT FOR CORNER UNLESS STATED OTHERWISE.



Scott R. Bergherr
SCOTT R. BERGHERR
LICENSED PROFESSIONAL
LAND SURVEYOR NO. 1996
APRIL 07, 2025

PAGE 1 OF 2

SCALE: 1"=100'	DATE 04-07-2025	DRAWN RP	PROJECT TXA240150.00	2600 NETWORK BLVD., SUITE 310	BOHLER ™
				FRISCO, TEXAS 75034 COA No. 9564	

PROPOSED 15' ELECTRIC EASEMENT
BOURBON STREET SQUARE LLC
VOLUME 2489 PAGE 264, O.P.R.P.C.O.
SOUTHWEST QUARTER OF SECTION SEVENTEEN,
TOWNSHIP NINETEEN NORTH, RANGE TWO EAST
PAYNE COUNTY, OKLAHOMA
PAGE 2 OF 2



UTILITY EASEMENT
CITY OF STILLWATER, OKLAHOMA,
A MUNICIPAL CORPORATION
BK.2389-PG.757

FRONTIER
ENGINEERING, INC
VOL. 956, PG. 521



Scott R. Bergherr
SCOTT R. BERGHERR
LICENSED PROFESSIONAL
LAND SURVEYOR NO. 1996
APRIL 07, 2025

SJAC FOOD GROUPS
HOLDING, LLC
VOL. 2297, PG. 123

UTILITY EASEMENT
CITY OF STILLWATER, OKLAHOMA,
A MUNICIPAL CORPORATION
BK.2389-PG.757

SOUTHWEST CORNER OF
SECTION 17, TOWNSHIP 19
NORTH, RANGE 2 EAST

SOUTHWEST CORNER OF
THE SOUTHEAST 1/4 OF
THE SOUTHWEST 1/4
SECTION 17, TOWNSHIP 19
NORTH, RANGE 2 EAST

SOUTH 1/4 CORNER OF
SECTION 17, TOWNSHIP 19
NORTH, RANGE 2 EAST

MAGF "CA 5877"

N89°27'26"E

P.O.C.

1318.64'

S89°27'26"W 1318.27'

MAGF

PAGE 2 OF 2

SCALE:
1"=100'

DATE
04-07-2025

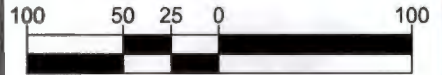
DRAWN
RP

PROJECT
TXA240150.00

2600 NETWORK BLVD., SUITE 310
FRISCO, TEXAS 75034
COA No. 9564

BOHLER™

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'20"E	28.18'
L2	S89°59'40"E	15.00'
L3	S00°00'20"W	28.03'
L4	S89°26'17"W	15.00'



REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	4.f. CC-25-67
Previous/Related Action:	
Background/Issue:	• Grimsley 5, LLC. owns property addressed as 723 North Duck Street. • This request is for acceptance of a Pedestrian Easement that will allow pedestrians to access the newly built sidewalk in front of the new residential development. • The Pedestrian Easement dedicated consists of 207 square feet (0.004 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of this pedestrian easement.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this easement.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the pedestrian easement and authorize the Mayor to execute the document.
Prepared By:	Josh Brown
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Esmt 723 N Duck St Pedestrian Easement

PEDESTRIAN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned GRIMSLEY 5, LLC, an Oklahoma (limited liability company), certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

(LOT 10, BLOCK 2, WOODLAND PARK ADDITION) TO THE CITY OF STILLWATER, according to the recorded plat thereof

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for pedestrian use through, over, under, and across the portions of the above-described property dedicated on said recorded plat, together with the right of ingress and egress to and from same, for the purpose heretofore stated as follows:

(BEGINNING AT THE NORTHWEST CORNER OF LOT 10, BLOCK 2 OF WOODLAND PARK ADDITION;
THENCE S00° 43' 42.3"E A DISTANCE OF 18.5 FEET;
THENCE N41° 05' 38.1"E A DISTANCE OF 13.0 FEET;
THENCE N89° 16' 17.7"E A DISTANCE OF 10.1 FEET;
THENCE N00° 43' 42.3" W A DISTANCE OF 8.9 FEET;
THENCE S89° 11' 42.3"W A DISTANCE OF 18.7 FEET TO THE POINT OF BEGINNING.)

The easement contains 207 square feet or 0.004 acres more or less and is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantors, their successors or assigns, nor shall the grantors allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access at any and all times.

"Grimsley 5, LLC"

BY:

Manager Grimsley 5 LLC

(Print name here)

(include legal title information re Manager/President/Partner)

STATE OF ~~OKLAHOMA~~ ^{Texas})
COUNTY OF ~~PAYNE~~ ^{Dallas}) ss.

Before me, a Notary Public in and for said County and State on this 27th day of MAY, 2025, personally appeared, John Grimsley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation/partnership/LLC, for the uses and purposes therein set forth.

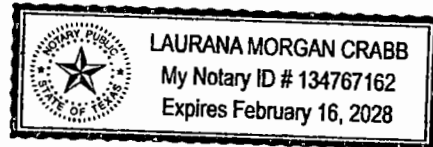
Given under my hand and seal the day and year last above written.

[Signature]

NOTARY PUBLIC

My Commission Expires: 02/16/2028
My Commission Number: 134767162

(SEAL)



STATE OF OKLAHOMA)
COUNTY OF PAYNE) ss.

NOW, on this _____ day of _____, 2025, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILL JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this _____ day of _____, 2025 .

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	4.g. CC-25-68
Previous/Related Action:	
Background/Issue:	The Stillwater Public Library received \$3,409.77 in donations, including \$202.11 from the Stillwater Frontier Rotary Club for the purchase of honor books; \$248.94 for honor and memorial books; \$2000 from the Friends of the Library for memorial books and lendable hotpots; \$958.72 for donations received during the annual shred event.
Proposal/Solution:	Approval of the attached budget amendments will allow the use of the donations for patron and staff-directed projects.
Financial Source/Impact:	The budget amendments reflect an increase to the donation revenue account by \$3,409.77 and a corresponding increase to projects in the donation expenditure account.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and appropriation of \$2,893 in donations to the Stillwater Public Library.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. BA.donation.5.5.25signed



The City of
Stillwater
OKLAHOMA

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: 04/25/2025

Department: Library

Requested by: Stacy Delano, library director

Explanation:

Donation REVENUE
The Stillwater Public Library received \$3,409.77 in donations, including \$202.11 from the Stillwater Frontier Rotary Club for the purchase of honor books; \$248.94 for honor and memorial books; \$2000 from the Friends of the Library for memorial books and lendable hotpots; \$958.72 for donations received during the annual shred event.

Increase:

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Designated Donat/ Donations	1015510 - 48701	21LB07101	\$ 5,656	\$ 451	\$ 6,107
FOL-Adult / Donations	1015510 - 48701	20LB03101	\$ 3,000	\$ 2,959	\$ 5,959
					\$ 0
					\$ 0
					\$ 0
					\$ 0

Decrease:

					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0

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

\$ 3,410

Reviewed by Department Manager: 

Date: 04/25/2025

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to S&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: 04/25/2025

Department: Library

Requested by: Stacy Delano, library director

Explanation:

Donation EXPENDITURE
The Stillwater Public Library received \$3,409.77 in donations, including \$202.11 from the Stillwater Frontier Rotary Club for the purchase of honor books; \$248.94 for honor and memorial books; \$2000 from the Friends of the Library for memorial books and lendable hotpots; \$958.72 for donations received during the annual shred event.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Designated Donat/ Donations	1015510 - 53041	21LB07101	\$ 14,052	\$ 451	\$ 14,503
FOL-Adult / Donations	1015510 - 53041	20LB03101	\$ 6,919	\$ 2,959	\$ 9,878
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 3,410

Reviewed by Department Manager: 

Date: 04/25/2025

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	4.h. CC-25-69
Previous/Related Action:	• CC-24-19, March 4, 2024: Decision Model for Animal Welfare Site Selection • Community Meetings, March 26 & 28, 2024, presentation and other information: https://stillwaterok.gov/animalwelfare. • CC-24-59, May 8, 2024: Update on Animal Welfare Facility Project • CC-24-77, June 3, 2024: Update on Animal Welfare Facility Project • CC-24-123, October 07, 2024: Approve PSA with Barrett L. Williams Architects
Background/Issue:	• In 2020, staff worked with community members to identify needs in Stillwater, and created T.I.M.E. (Together, Investing in Municipal Excellence) projects. A new Stillwater Animal Welfare (SAW) facility was identified as a need due to health, safety, and efficiency concerns with the existing inadequate facility. • A site selection process resulted in a location for SAW along Hargis Road, southwest of Sanborn Lake, south of the Airport Terminal and northeast of the Waste Management Facility. • This project was approved by Stillwater voters on a General Obligation Bond vote on April 1, 2025
Proposal/Solution:	• In 2024, staff solicited architectural services, and Barrett L. Williamson Architects, Inc. (BLW), with Animal Arts (AA) as its subconsultant, was selected. • Staff have negotiated a scope and fee with BLW for the project. Phase 2 services are included in the scope, but have not been authorized nor funded.
Financial Source/Impact:	Phase 1 services (\$103,354) were funded through the City's Capital Fund with a resolution to approve reimbursement of these fees from General Obligation Bond proceeds if the

proposition was approved by the voters.

Funds authorized by the successful General Obligation Bond vote will not be available until the closing transaction for the bond sale, scheduled for late June. Therefore, staff proposes that Phase 2 services be funded in a similar manner. That is, utilizing the General Fund Reserve Fund, and exercising the existing resolution of reimbursement once the GO Bond funds are available.

This proposal requires three Budget Amendments; a transfer of funds from the General Fund Reserve Fund to the City Capital Fund, and then appropriation to the project.

Construction costs will be funded through the proceeds of the bond sale and its interest earnings.

Related Strategic Priority:

#2 MOTIVATED MANAGEMENT
#3 SAFE COMMUNITY
#4 CONNECTED SPACES

Recommended Action/Motion:

Staff recommends a motion to:

- Authorize Phase 2 services to the Professional Services Agreement with Barrett L. Williamson Architects, Inc. for a fee of \$515,742;
- authorize expenditures of \$567,317 (which includes Phase 2 work and contingency);
- authorize the City Manager to execute the PSA Amendment and related documents; and
- approve the associated budget amendments.

Prepared By:

Bill Millis, Deputy Director of Engineering

Reviewed By:

Candy Staring
Brady Moore
Teresa Kadavy

Submitted By:

Brady Moore, City Manager

Attachments

1. BA Transfer Out
2. BA Transfer In
3. BA Animal Welfare
4. ___EXEC Agreement



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: 04/29/2025

Department: Special Projects

Requested by: Bill Millis

Explanation:

Expenditures:
Transfer from General Fund Reserve Fund to City Capital Fund for Phase II design contract for new animal welfare facility.
Project funded from the General Fund Reserve Fund with reimbursement from GO Bond proceeds following completion of bond sale.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out	1060000 - 71000		\$ 0	\$ 567,317	\$ 567,317
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 567,317

Reviewed by Department Manager: 

Date: 2025 apr 30

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 04/29/2025

Department: Special Projects

Requested by: Bill Millis

Explanation:

Revenue:
Transfer to City Capital Fund from General Fund Reserve Fund for Phase II design contract for new animal welfare facility.
Project funded from the General Fund Reserve Fund with reimbursement from GO Bond proceeds following completion of bond sale.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	1050000 - 61000		\$ 85,000	\$ 567,317	\$ 652,317
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 567,317

Reviewed by Department Manager: Wm Miller

Date: 2025 apr 30

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 04/29/2025

Department: Special Projects

Requested by: Bill Millis

Explanation:

Expenditures:

Appropriate funds for Phase II design contract for new animal welfare facility. Project funded from the General Fund Reserve Fund with reimbursement from GO Bond proceeds following completion of bond sale.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Animal Welfare	1056027 - 54010	25GO01105	\$ 103,354	\$ 567,317	\$ 670,671
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 567,317

Reviewed by Department Manager: Wm Jm

Date: 2025 apr 30

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

Stillwater Animal Welfare Facility

Owner: City of Stillwater, Oklahoma

Architect: Barrett L. Williamson Architects, Inc.

Project #: 25G001

AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and
Issued and Published Jointly

by



This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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EJCDC

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ARCHITECT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of Oct 11 , 2024 ("Effective Date") between

City of Stillwater, Oklahoma ("Owner") and

Barrett L. Williamson Architects, Inc. ("Architect").

Owner's Project, of which Architect's services under this Agreement are a part, is generally identified as follows:

Stillwater Animal Welfare Facility, Project No. 25GO01

Architect's services under this Agreement are generally identified as follows:

Provide Program Verification and Concept, Schematic Design, Design Development, Construction Document Development, Bid phase and Construction Administration Services for the Animal Welfare Facility. The first phase of the Project will advance through the Program Verification, Concept and Schematic Design which will include a Cost Estimate and Renderings illustrating the character of the major spaces. The second phase requires Owner's authorization to proceed pending the GO Bond election results.

Owner and Architect further agree as follows:

ARTICLE 1 – SERVICES OF ARCHITECT

1.01 *Scope*

- A. Architect shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.

- B. Owner shall pay Architect as set forth in Exhibit C.
- C. Owner shall be responsible for, and Architect may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Architect pursuant to this Agreement. Architect may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Architect is authorized to begin rendering services as of the ~~Effective Date~~ written Notice to Proceed as provided by the Owner.

3.02 *Time for Completion*

- A. Architect shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Architect, such periods of time or dates are changed, or the orderly and continuous progress of Architect's services is impaired, or Architect's services are delayed or suspended, then the time for completion of Architect's services, and the rates and amounts of Architect's compensation, may be adjusted based on the schedules provided in Exhibit C.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Architect's services, and the rates and amounts of Architect's compensation, may be adjusted based on the schedules provided in Exhibit C.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Architect's performance of its services.
- E. If Architect fails, through its own fault, to complete the performance of any task required in this Agreement within the time set forth, as duly adjusted, then Architect shall credit Owner \$100.00/calendar day until said task is completed. ~~shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.~~

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Architect shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Architect ~~shall~~ may submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Architect and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Architect for services and expenses within 30 days after receipt of Architect's invoice, then:
1. ~~amounts due Architect will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and~~
 2. Architect may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Architect for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Architect of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* ~~If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Architect's services or compensation under this Agreement, then the Architect may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Architect for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Architect is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost- Not Included.*

- A. ~~Architect's opinions of probable Construction Cost are to be made on the basis of Architect's experience and qualifications and represent Architect's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Architect cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Architect. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.~~

5.02 *Designing to Construction Cost Limit -Not Included.*

- A. ~~If a Construction Cost limit is established between Owner and Architect, such Construction Cost limit and a statement of Architect's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Architect with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Architect assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional services and engineering and related services performed or furnished by Architect or Architect's Engineers under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with Architect's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Architect's services. Architect shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Architect may employ such Consultants as Architect deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Architect and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Architect and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Architect in writing any and all policies and procedures of Owner applicable to Architect's performance of services under this Agreement provided to Architect in writing. Architect shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Architect's scope of services, times of performance, or compensation.
- F. Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect having to certify, guarantee, or warrant the existence of conditions whose existence the Architect cannot ascertain. Owner agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2002 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Architect shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Architect have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Architect neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Architect shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Architect shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Architect's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Architect.
- L. While at the Site, Architect's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Architect has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Architect shall be responsible only for those Construction Phase services expressly required of Architect in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Architect shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Architect that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Architect in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All drawings, raw data files, tracings, plans, computations, specifications, maps and other documents prepared or obtained under this contract shall become the sole property of Owner and shall be delivered to Owner without restriction on future use. Architect shall retain in its files all original drawings, specifications and all other pertinent information for the work. Architect shall have no liability for changes made to the drawings, specifications, and other documents by other architects or engineers after completion of the contract. Owner shall require that any such change

be sealed, dated, and signed by the architect or engineer making that change and shall be appropriately marked to reflect what was changed or modified. Architect shall not release any hardcopies or electronic files, native or pdf, prepared or obtained under this contract to any third party without prior written consent of Owner. All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. ~~Engineer grants Owner a limited license to may~~ use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Architect of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Architect, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Architect; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Architect, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Architect or to its officers, directors, members, partners, agents, employees, and Consultants; ~~(3) for the purposes of this Agreement and limited specifically to the relationship between Owner and Engineer, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from be responsible for all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4)(3) such limited license to Owner use shall not create any rights in third parties.~~

- F. If Architect at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Architect at rates or in an amount to be agreed upon by Owner and Architect.

6.04 *Insurance*

- A. Architect shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Architect shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Architect.
- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Architect's interests in the Project. Owner shall require Contractor to cause Architect and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Architect shall each deliver to the Owner other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Architect's services and at renewals thereafter during completion and after termination ~~the life of the Agreement as provided herein.~~
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Architect's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Architect or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Architect and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Architect or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Architect shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Architect.
 2. By Architect: Architect may, after giving seven days written notice to Owner, suspend services under this Agreement if Architect's performance has been substantially delayed through no fault of Architect.
- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Architect:
 - 1) upon seven days written notice if Owner demands that Architect furnish or perform services contrary to Architect's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Architect's services for the Project are delayed or suspended for more than 90 days for reasons beyond Architect's control.
 - 3) Architect shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Architect's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Architect to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Architect will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- ~~2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close out costs, using methods and rates for Additional Services as set forth in Exhibit C, not to exceed 5% of the remaining project cost.~~

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located, which is the State of Oklahoma for the purposes of this project.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Architect are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Architect (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Architect) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Architect may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Architect to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Architect and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Architect agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H (Not Included) or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Architect in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Architect that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Architect, exist at the Site.
- C. If Architect encounters or learns of an undisclosed Constituent of Concern at the Site, then Architect shall notify (1) Owner and (2) appropriate governmental officials if Architect reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Architect's scope of services does not include any services related to Constituents of Concern. If Architect or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Architect may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Architect's services under this Agreement, then the Architect shall have the option of (1) accepting an adjustment in its compensation or in the time of completion, or both; such adjustment shall be based on the schedules provided in Exhibit C, or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Architect is performing professional services for Owner and that Architect is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Architect's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Architect:* To the fullest extent permitted by law, Architect shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, the "Indemnitees", from reasonable third party claims, for costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Architect or Architect's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~
- B. *Indemnification by Owner:* ~~See Exhibit I, Limitations of Liability. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* ~~To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~
- D. *Percentage Share of Negligence:* ~~To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* ~~To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.~~

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Architect, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. ~~*Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.~~

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Architect in accordance with Part 2 of Exhibit A of this Agreement.
 - 2. *Agreement* – This written contract for professional services between Owner and Architect, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 4. *Basic Services* – The services to be performed for or furnished to Owner by Architect in accordance with Part 1 of Exhibit A of this Agreement.
 - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Architect. Construction Cost does not include costs of services of Architect or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to

Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Architect to furnish services with respect to this Project as Architect’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Architect to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Architect which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Architect* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. *Owner* – The individual or entity with which Architect has entered into this Agreement and for which the Architect's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Architect as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Architect and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Architect in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Architect assigned to assist Architect at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D (Not included).
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Architect, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Architect or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Architect’s Services.

Appendix 1 to Exhibit A: Project Schedule

Appendix 2 to Exhibit A: Project Area Map

- B. Exhibit B, Owner’s Responsibilities.

- C. Exhibit C, Payments to Architect for Services and Reimbursable Expenses.

Appendix 1 to Exhibit C- Reimbursable Expenses

Appendix 2 to Exhibit C- Standard Hourly Rates

Appendix 3 to Exhibit C- Basis of Fee

- D. ~~Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Included.~~
- E. ~~Exhibit E, Notice of Acceptability of Work. Not Included.~~
- F. ~~Exhibit F, Construction Cost Limit. Not Included.~~
- G. Exhibit G, Insurance.
- H. ~~Exhibit H, Dispute Resolution. Not Included.~~
- I. ~~Exhibit I, Limitations of Liability. Not Included.~~
- J. ~~Exhibit J, Special Provisions. Not Included~~
- K. Exhibit K, Amendment to Owner-Architect Agreement. As Issued.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Architect and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Architect and Owner shall designate specific individuals to act as Architect's and Owner's representatives with respect to the services to be performed or furnished by Architect and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Architect's Certifications:*

- A. Architect certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
City of Stillwater, Oklahoma

By: J. Brady Moore
J. BRADY MOORE

Name, Title: Kimberly Meek, City Manager

Date Signed: 10-11-24

Architect:
Barrett L. Williamson Architects, Inc.

By: Barrett Williamson

Name, Title: Barrett Williamson, President

Date Signed: _____

Architect License or Firm's 01771

Certificate No. _____

State of: Oklahoma

Address for giving notices:

PO Box 1449

Stillwater, OK 74076-1449

Designated Representative (Paragraph 8.03.A):

Candy Staring

Title: Director of Engineering

Phone Number: (405) 742-8203

E-Mail candy.staring@stillwaterok.gov

Address: _____

Address for giving notices:

102 W. Apache St

Norman, OK 73069

Designated Representative (Paragraph 8.03.A):

Barrett Williamson

Title: President

Phone (405) 360-1566 Office

Number: (405) 249-4686 Cell

E-Mail blw@blwarchitects.com

Address: _____

Approved as to form and legality this 11 day of October, 2024.

Kimberly Carnley
Kimberly Carnley, City Attorney

This is **EXHIBIT A**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Architect's for Professional Services** dated _____, 20____.

Architect's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Architect's services are rendered for Stillwater Animal Welfare Facility.

Architect shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

As a part of the following basic services the Architect shall provide minutes of all scheduled meetings associated with the project.

ARCHITECT's services include those necessary for the design and preparation of documents for the referenced Project. The process as collaborative and as such, the scope may change slightly as the design is developed.

The following services are included in Basic Services:

1. Architectural Design
 - a. Includes the coordination with Owner's access control and building management system vendors.
2. Structural Engineering
3. Civil Engineering
 - a. Provide engineered site plan.
 - b. Provide grading and drainage plan
 - c. Provide erosion control plan
 - d. Provide water line design
 - e. Provide on-site sanitary sewer design
 - f. Provide stormwater analysis and report.
4. Geotechnical Investigation
 - a. Provide report based on three bores under the building and three bores under paving.
5. Mechanical Engineering
 - a. Provide design of heating, ventilation and air conditioning (HVAC) systems.
 - b. Engineer will work with Owner's vendor to include specification for building management system.
6. Electrical Engineering
 - a. Design to include normal and emergency power distribution, lighting, exterior lighting for building elements, lightning protection system if required, fire detection and alarm system.
7. Plumbing Engineering
 - a. Provide design of plumbing system including major equipment quantities such as water heaters, pumps, backflow preventers, etc.

- b. Provide fire protection plan showing extent of coverage with sprinkler valve assembly along with a three-part specification.
- 8. Low-voltage Design
 - a. Access control design
 - i. Locate and specify all door hardware and the correct hollow metal frames required for all security system devices. (Location provided by Owner).
 - ii. Selection of access control system to match City standards.
 - iii. Create a CSI format 28 1300 Access Control Systems specification section.
 - b. Teledata Systems
 - i. Locate all data outlets as required through coordination with the Owner.
 - ii. Provide wall blocking and/or structural support as required at these device locations.
 - iii. Specify the backboxes, structured cabling, racks, and associated components.
 - iv. Confirm the number and size(s) of the server racks needed by the Owner, and provide adequately sized support spaces, with the necessary power and HVAC systems to accommodate the teledata system equipment.
 - c. Audio/video
 - i. Locate and size all wall & ceiling mounted flat screen HDTVs & audio system speakers on plans and elevations.
 - ii. Specify the backboxes for the data, coax, and electrical power required for these AV devices, as well as the structured cabling required for them.
 - iii. Aid in selection of televisions, smart boards, or other AV equipment and the associated controls. These items may be procured directly by the Owner.
 - iv. Provide wall blocking and/or structural support as required at all AV device locations.
 - d. Camera
 - i. Locate all CCTV security cameras and provide wall blocking and/or structural support as required at these device locations.
 - ii. Specify the backboxes for the data and electrical power required for these security devices, as well as the structured cabling.
 - iii. Specify cameras and associated components. Selection of camera to match City standards.
- 9. Services in the Bidding and Negotiation Phase
- 10. Services in the Contract Administration Phase

A1.01 *Schematic Design Phase*

- A. Schedule- As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner's review and approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

- B. Programming – Architect will meet with all appropriate parties to verify the previously developed program. Architect shall:
1. Review the program, and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services
 2. Prepare a preliminary evaluation of the Owner's program, schedule, and budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project
- C. Pre-design conference/design Architect shall conduct a pre-design conference with Owner. Architect shall:
1. Consult with Owner regarding goals, objectives, scope, schedule and budget to define and clarify Owner's requirements for the Project and available data.
 2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Architect's Basic Services.
 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Architect, including but not limited to mitigating measures identified in the environmental assessment.
 4. After reviewing the Owner's project goals and requirements, the program will be refined and a preliminary floor plan will be produced.
- D. Schematic Design – Architect will refine the building's plan and elevations to meet the Owner's requirements. Plans and perspectives will be provided for the Owner's review and approval. After approval from the Owner, Design Development Phase will commence.
1. The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
 2. Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
 3. Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's review and approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

4. The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.
5. The Architect shall consider with the Owner the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
6. The Architect shall submit the Schematic Design Documents to the Owner..
7. The Architect shall request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.
8. Owner Reviews –The Owner will also have a chance for formal reviews after the Design Meeting and after the production of the Schematic Design Package.
9. Meetings – There is not a limit of meetings with Architect in this phase, but the meetings with consultants are limited as follows:

MEP Engineer – 1 (Virtual)

Civil Engineer – 2 (Virtual)

10. Development Review Committee Submission – Architect will submit to the City a site plan, floor plan, and questions to the City. These plans and questions will be reviewed by the City in advance of the Pre-Application Conference. In addition to building code, drainage and other engineering requirements are reviewed.
11. Schematic Design Package:
 - a. Construction Cost Estimate
 - b. Floor Plan
 - c. Site Plan
 - d. One Exterior Rendering
 - e. Exported from Revit or SketchUp
 - f. Elevations
 - g. Building Section
 - h. Narratives

- 1) MEP Systems
 - 2) Structural System
12. Furnish 4 review copies of any deliverables to Owner according to Appendix 1 and review it with Owner. Owner shall submit to Architect any comments regarding the Report and any other deliverables.
13. Architect's services under the Schematic Design Phase will be considered complete on the date when the revised Report and any other deliverables have been accepted by the Owner.

***** Phase 2 Work is described below. Phase 2 is not yet authorized or funded by the Owner. *****

***** Phase 2 work requires an amendment to Agreement. *****

A1.02 Review and Coordination with Construction Manager's Interim Guaranteed Maximum Price (IGMP) (if approach is utilized).

- A. Schedule - As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
1. The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.
- B. Prior to the Owner's acceptance of the Construction Manager's IGMP proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

- C. At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, an IGMP proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.
- D. Upon authorization by the Owner, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the IGMP Amendment or Control Estimate.

A1.03 *Design Development Documents Phase*

- A. Design Development Phase - After acceptance by Owner of the Schematic Design deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon authorization from Owner, Architect shall:
 - 1. Prepare Design Development Documents for the Construction Manager's review and Owners acceptance. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. Design Development drawings including cover sheet, construction notes, details, and a dimensional control plan; architectural details for items such as doors and windows, and bid documents utilizing Owner's standard Bid Documents as provided by the Owner.
 - 2. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 - 3. Meetings – There is not a limit of meetings with Architect in this phase, but the meetings with consultants are limited as follows:

MEP Engineer – 2

Civil Engineer – 1

Structural Engineer – 1

4. Furnish 5 review copies (half sized 11x17's) and one electronic PDF file of the Design Development Phase documents, a cost estimate and any other deliverables to Owner and Construction Manager, according to Appendix 1 and review them with Owner. Owner shall submit to Architect any comments regarding the Design Development Phase documents and any other deliverables according to Appendix 1.
5. The Architect shall meet with the Construction Manager to review the Design Development Documents.
6. Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required below:
 - a. If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall:
 - 1) give written approval of an increase in the budget for the Cost of the Work;
 - 2) terminate in accordance with Section 9.5;
 - 3) in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - 4) implement any other mutually acceptable alternative.
7. If the Owner chooses to proceed under A.1.03.A.6.a.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted.
8. Architect and Owner will collaborate on multiple alternate bid items to be included in Architect's final design documents and bid package(s) in order to provide adequate flexibility within the Owner's available budget.
9. Architect's services under the Design Development Phase will be considered complete on the date when the revised Design Development Phase Documents, revised opinion of probable Construction Cost, and any other deliverables have been accepted by the Owner.

A1.04 *Construction Documents Phase*

- A. After acceptance by Owner of the Design Development Phase documents, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Architect shall:
 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Construction Manager for the Construction Manager and Owner review.
 2. Provide technical criteria, written descriptions, and design data for Architect's use in completing and filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist

Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities. Provide a permit set(s) of documents as required.

3. Using the City's templates, prepare contract's front-ends documents including the SWPPP and the Submittal Register for the Construction Manager's use during construction.
4. Meetings – There is not a limit of meetings with Architect in this phase, but the meetings with consultants are limited as follows:

MEP Engineer – 2

Civil Engineer – 1

Structural Engineer – 1

5. Prepare and furnish Five (5) copies of the drawings and 2 copies of the project manual/bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Owner shall promptly submit to Architect any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
6. Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Development Phase, the Architect shall take action as required below:
 - a. If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall
 - 1) give written approval of an increase in the budget for the Cost of the Work;
 - 2) terminate in accordance with Section 9.5;
 - 3) in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - 4) implement any other mutually acceptable alternative.
7. If the Owner chooses to proceed under A.1.04.A.6.a.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted. Providing work without additional compensation shall be dependent on the Construction Manager providing complete, line item estimates, consistent with American Society of Professional Estimators standards at the conclusion of the Design Development Phase and during the Construction Document Phase .
8. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the bidding documents, including PDF files of both, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 14 calendar days after receipt of Owner's comments and instructions.

- B. Architect's services under the Construction Documents Phase will be considered complete on the date when the submittals required have been accepted by the Owner.

A1.05 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon authorization by Owner to proceed, Architect shall:
1. Assist Construction Manager and Owner in advertising for and obtaining bids or proposals for the Work.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 4. Consult with Owner and Construction Manager as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Architect shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.06 *Construction Phase*

- A. The Architect's responsibility to provide Construction Phase Services commences upon the Owner's 1) bid award for a design-bid-build project or 2) acceptance of the Construction Manager's Interim Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval and upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner.
- B. Architect shall:
1. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

2. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Construction Manager is required to submit to Architect, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
3. *Evaluations of the Work:* In connection with observations of Construction Manager's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Architect deems necessary, to observe as an experienced and qualified design professional the progress of Construction Manager's executed Work. Such visits and observations by Architect, and the Resident Project Representative (not included), if any, are not intended to be exhaustive or to extend to every aspect of Construction Manager's Work in progress or to involve detailed inspections of Construction Manager's Work in progress beyond the responsibilities specifically assigned to Architect in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Architect's exercise of professional judgment, as assisted by the Resident Project Representative (not included), if any. Based on information obtained during such visits and observations, Architect will determine in general if the Work is proceeding in accordance with the Contract Documents, and Architect shall keep Owner informed of the progress of the Work.
 - b. The purpose of Architect's visits to, and representation by the Resident Project Representative (not included), if any, at the Site, will be to enable Architect to better carry out the duties and responsibilities assigned to and undertaken by Architect during the Construction Phase, and, in addition, by the exercise of Architect's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Construction Manager has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Architect shall not, during such visits or as a result of such observations of Construction Manager's Work in progress, supervise, direct, or have control over Construction Manager's Work, nor shall Architect have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Construction Manager, for security or safety at the Site, for safety precautions and programs incident to Construction Manager's Work, nor for any failure of Construction Manager to comply with Laws and Regulations applicable to Construction Manager's furnishing and performing the Work. Accordingly, Architect neither guarantees the performance of any Construction Manager nor assumes responsibility for any Construction Manager's failure to furnish or perform the Work in accordance with the Contract Documents.
 - c. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

4. *Defective Work:*

- a. Notify the Owner if, on the basis of Architect's observations, Architect believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - b. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
5. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Construction Manager's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Architect may assist Owner in issuing field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
6. *Change Orders and Work Change Directives:* Recommend change orders, allowance authorizations and work change directives to Owner, as appropriate, and assist Owner in preparing change orders and work change directives as required.
7. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Construction Manager is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Architect shall meet any Construction Manager's submittal schedule that Architect has accepted.
- a. If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

8. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Construction Manager, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
9. *Certification for Payments to Construction Manager*: The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided as part of the Evaluations of Work and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
 - a. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.
 - b. The Architect shall maintain a record of the Applications and Certificates for Payment.
10. *Inspections and Tests*: Require such special inspections or tests of Construction Manager's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Architect's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Architect shall be entitled to rely on the results of such tests.
11. *Project Completion*:
 - a. The Architect shall:
 - 1) conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
 - 2) issue Certificates of Substantial Completion;
 - 3) forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and

- 4) issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
 - b. The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.
 - c. When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
 - d. The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.
 - e. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.
- C. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon final payment to Construction Managers. Subject to the provisions of Article 3, Architect ~~shall~~ may be entitled to an increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Construction Manager as set forth in the Construction Contract. Such adjustment shall be based on the schedules provided in Exhibit C.
- D. *Limitation of Responsibilities:* Architect shall not be responsible for the acts or omissions of any Construction Manager, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Construction Manager's Work, during the Construction Phase or otherwise. Architect shall not be responsible for the failure of any Construction Manager to perform or furnish the Work in accordance with the Contract Documents.

A1.07 *Post-Construction Phase*

1. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 - a. Record Drawings.
 - 1) Provide record drawings reflecting all field changes and final quantities. Submittals shall include two full sized reproducible prints, one AutoCAD format file, one full sized PDF file and one true half sized PDF file.

- 2) Record drawings shall reflect the project as installed, according to information provided by observation by the Architect, markups by the Construction Manager, markups by the inspector, field orders, change orders, and other sources of information made available to the Architect.
- 3) Record drawings shall generally be similar in appearance to design drawings. Drawing elements that do not reflect the project as constructed shall be deleted, not struck through, and replaced with updated elements. Differences between bid docs and record drawings shall be colored red and clouded and annotated for review, but the final record drawings shall not include clouds and be fully understandable in black and white.

B. The Post Construction Phase will be considered complete upon Owner's acceptance of the record drawing submittals.

A1.08 *Warranty Inspection Phase*

- A. Together with the Owner, visit the Project to observe any apparent defects in the work on the 11 month of the warranty period, assist the Owner in consultations and discussions with the Contract Manager concerning correction of any such defects, and make recommendations as to the replacement or correct of defective work.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Architect shall furnish or obtain from others Additional Services of the types listed below.
 1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Architect or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Architect's control.
 2. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 3. Construction Observation and Materials Testing as required by IBC 2018.
 4. Submission of ICC-500 compliant shelter for review by authority having jurisdiction.
 5. Easements by separate instrument.
 6. Storm drainage system other than connecting area drain to adjacent storm water inlet
 7. Non-gravity storm sewer or sanitary sewer systems (systems requiring pump design, i.e. lift stations)

8. Public water or sewer system improvements beyond service connections and any off-site work
9. Acoustical engineering
10. Site features and amenities outside of building footprint and not directly attached to the building that are not required by zoning or code or related to the building's mechanical, electrical, or plumbing systems
11. Design of franchise utilities (gas, electric, telephone, and cable television)
12. Providing construction surveys and staking to enable Construction Manager to perform its work other than as required under Paragraph A1.05.A.3, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
13. Preparation of design and documentation for more than three alternate bids and/or alternate bid items that cost more than 20% of base bid.
14. Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Interim Guaranteed Maximum Price after the end of the Construction Documents Phase.

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This is **APPENDIX 1 TO EXHIBIT A**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated _____, 20__.

Project Schedule

*Below schedule based on Council Authorization on October 7, 2024.
Below days are in calendar days.*

Phase 1

- | | |
|---|-------------------------|
| 1. Program Verification and Concept: | 28 Days (Oct. 28, 2024) |
| 2. Owner Presentation and Review: | 1 Day (Oct. 29, 2024) |
| 3. Schematic Design Package | 40 Days (Dec. 8, 2024) |
| 4. Owner Review | 10 Days (Dec. 18, 2024) |
| 5. Comments Incorporated, Resubmitted | 16 Days (Jan. 2, 2025) |
| a. Includes Cost Estimate and 3D Renderings for GO Bond Planning. | |

Phase 2 (not yet authorized)

- | | |
|----------------------------------|-----------|
| 6. Design Development Package | 4 Months |
| 7. Owner Review | 14 Days |
| 8. Permit Set | 5 Months |
| 9. Owner Review | 21 Days |
| 10. Incorporate Owner comments | 14 Days |
| 11. Issue Permit Set | |
| 12. Permit Review (City) | 21 Days |
| 13. Bidding and Council Approval | 10 weeks |
| 14. Construction | 15 months |

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Exhibit A-Appendix 1: Project Schedule

EJCDC E-500 Agreement Between Owner and Architect for Professional Services.

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This is **APPENDIX 2 TO EXHIBIT A**, consisting of ____ pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated _____, 20__.

Project Map

A .KMZ file has been provided by Owner.

UTILITY MAP FOR PROPOSED SAW FACILITY SITE (Sewer, Water, Electric)



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This is **EXHIBIT B**, consisting of 4 pages,
referred to in and part of the **Agreement between
Owner and Architect for Professional Services**
dated _____, 20____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Architect with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Architect to include in the Bidding Documents, when applicable.
- B. Furnish to Architect any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Architect's assessment of initially-available Project information and data and upon Architect's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Architect to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 5. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Architect whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Architect's services, or any defect or nonconformance in Architect's services, the Work, or in the performance of any Contractor.

- E. Authorize Architect to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Architect to enter upon public and private property as required for Architect to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Architect (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Architect and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Architect's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires.
~~Contractor raises, or Engineer reasonably requests.~~
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Architect of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, facilitating/partnering, value engineering, and constructability review.
- L. Furnish to Architect data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Architect may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Architect to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Architect.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Architect, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties,

responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Architect as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Architect with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Architect in writing of any specific requirements of safety or security programs that are applicable to Architect, as a visitor to the Site.
- S. Arrange and pay for all easements and rights of way (as applicable).
- T. Arrange and pay directly all Building and Fire department review fees (for civil, building, and fire plan reviews) not specifically included in CMAR guaranteed maximum price.
- U. Furnish authorization for ARCHITECT to discuss project details with and obtain information from utilities, including Chickasaw Telecommunications Services, OG&E, ONG, Sudden Link Communications, AT&T, Oklahoma State University, and other applicable utilities and agencies. Authorization will not include decision-making by ARCHITECT.
- V. Perform or provide the following additional services: *None identified.*

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated _____, 20__.

Payments to Architect for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services And Additional Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Architect for Basic Services and Additional Services set forth in Exhibit A, except for services of Architect’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Architect’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Architect’s Consultants’ charges, if any.
 2. Architect’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 3. The total compensation for services under Paragraph C2.01 is estimated to be \$609,700 for Basic Services and \$0 for Additional Services. Phase 1 only is authorized by the Owner through initial execution of the Agreement. Phase 2 may be authorized by the Owner through a future amendment. Phase 1 and Phase 2 compensation is based on the following estimated distribution of compensation:

PHASE 1

- | | |
|--|----------|
| a. Program Verification, Concepts, and Schematic Design Phase | \$83,958 |
| b. Reimbursable Expenses (includes Geotechnical Investigation) | \$10,000 |

PHASE 2 – NOT YET AUTHORIZED; REQUIRES FUTURE AMENDMENT

- | | |
|---|----------------------------------|
| c. Design Development (DD) Phase | \$149,925 |
| d. Construction Documents (CD) Phase (65%, 95%, 100%) | \$239,880 |
| e. Bidding or Negotiating Phase | <i>Included in Const. Admin.</i> |
| f. Construction Phase | \$118,940 |
| g. Post-Construction Phase (Record Drawings) | \$5,997 |
| h. Warranty Inspection Phase | \$1,000 |

4. Architect may, upon written approval by the Owner, alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
5. The total estimated compensation for Architect's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Architect's Consultants' charges.
6. The amounts billed for Architect's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Architect's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Architect's Consultants' charges.
7. ~~The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of _____) to reflect equitable changes in the compensation payable to Engineer.~~

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Architect for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Architect for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Architect, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.0.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Architect is entitled to compensation for the charges of Architect's Consultants, those charges shall be the amounts billed by Architect's Consultants to Architect times a factor of 1.0.
- B. Factors. The external Reimbursable Expenses and Architect's Consultants' factors include Architect's overhead and profit associated with Architect's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts:
 1. Architect's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Architect under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Architect that the total compensation amount thus estimated will be exceeded, Architect shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Architect's services for Owner's convenience. Upon notice, Owner and Architect promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Architect's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Architect, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Architect's services during the negotiations and Architect exceeds the estimated amount before Owner and Architect have agreed to an increase in the compensation due Architect or a reduction in the remaining services, then Architect shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Architect's charges and upon Owner's timely request, Architect shall make copies of such records available to Owner at cost.

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Exhibit C – Compensation Packet BC-2: Basic Services (other than RPR) – Standard Hourly Rates Method of Payment
EJCDC E-500 Agreement Between Owner and Architect for Professional Services.
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This is **Appendix 1 to EXHIBIT C**, consisting of _____ pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated _____, 20____.

Reimbursable Expenses Schedule

Current agreements for Architectural services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed during the duration of the Agreement are:

Fax	NA
8"x11" Copies/Impressions	at cost
Reproducible Copies (Paper)	at cost.
Mileage (auto)	federal rate/mile
Field Truck Daily Charge	NA
Mileage (Field Truck)	NA
Field Survey Equipment	NA
Confined Space Equipment	NA
Resident Project Representative Equipment	NA
Specialized Software	N/A
CAE Terminal Charge	NA
Video Equipment Charge	NA
Electrical Meters Charge	NA
Flow Meter Charge	NA
Rain Gauge	NA
Sampler Charge	NA
Dissolved Oxygen Tester Charge	NA
Fluorometer	NA
Laboratory Pilot Testing Charge	NA
Soil Gas Kit	NA
Submersible Pump	NA
Water Level Meter	NA
Soil Sampling	NA
Groundwater Sampling	NA
Health and Safety Level D	NA
Health and Safety Level C	NA
Electronic Media Charge	NA
Long Distance Phone Calls	NA
Mobile Phone	NA
Meals and Lodging	at cost
	-To be charged only on Owner-required travel outside of central Oklahoma.

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This is **Appendix 2 to EXHIBIT C**, consisting of _____ page(s), referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated _____, 20____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Barrett L. Williamson Architects, Inc.

Principal Architect	\$175.00
Senior Architect, Director of Production	\$150.00
Bim Manager / Project Manager 2	\$140.00
Project Manager 1	\$130.00
Project Architect 2	\$115.00
Project Architect 1	\$100.00
Project Coordinator	\$90.00
Intern Architect / Draftsman	\$80.00
Clerical	\$70.00

Animal Arts

Principal II	\$260.00
Principal I	\$220.00
Project Manager II	\$170.00
Project Manager I	\$135.00
Job Captain	\$110.00
Drafting and production	\$90.00

Subconsulting Engineers

20/20 Engineering (SD Mechanical and Plumbing Engineer)

Principal In Charge	\$190.00
Project Manager / Mechanical Engineer:	\$170.00
Designer / Draftsperson	\$130.00
Administrative Support	\$100.00

AE Design, Inc. (SD Electrical Design Engineer)

Principal	\$265.00
Director	\$245.00
Senior Project Manager	\$235.00
Studio Lead	\$235.00
Project Manager	\$225.00
Senior Engineer	\$225.00
Engineer	\$205.00
Senior Designer	\$190.00
BIM Manager	\$190.00
Designer	\$165.00
Intern Designer	\$105.00
CAD/Revit Technician	\$105.00
Administrative	\$125.00

Wallace Design Collective

Civil and Structural Engineering:

Principal	\$230
Associate	\$210
Professional Engineer II	\$175
Professional Engineer I	\$160
Intern Engineer	\$150
BIM Technician III	\$145
BIM Technician II	\$135
BIM Technician I	\$125
Technical Designer II	\$160
Technical Designer I	\$150
Administrative	\$110

Salas O'Brien (MEP)

Principal	\$240.00
Senior Vice President	\$220.00
Vice President	\$200.00
Associate Vice President	\$190.00
Project Manager	\$180.00
Department Head	\$180.00
Professional Engineer	\$160.00
Construction Management	\$160.00
Graduate Engineer	\$145.00
Designer	\$110.00
CADD/Revit Technician	\$90.00
Office Staff	\$75.00

Laud Studio

Director	\$200.00
Principal	\$175.00
Senior Design Associate	\$150.00
Design Associate	\$125.00
Studio Coordinator	\$35.00
Business Manager	\$35.00

Pre Construction Services, Inc.

Estimator	\$132.00
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This is **Appendix 3 to EXHIBIT C**, consisting of ___ page(s), referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated _____, 20____.

Basis of Fee

1. The basis of fee according to Project Phase is:

Phase 1

Program Verification-Schematic Design (SD)	\$83,958
Reimbursable Expenses for SD	\$10,000
Phase 1 Total	\$93,958

Phase 2 – NOT YET AUTHORIZED; REQUIRES FUTURE AMENDMENT

Design Development (DD)	\$149,925
65% Construction Documents (CD)	\$143,928
95% CD	\$83,958
100% CD	\$11,994
Bidding/Negotiating & Const. Admin.	\$118,940
Record Drawings	\$5,997
Warranty Inspection	\$1,000
Phase 2 Total	\$515,742
Total Fee	\$609,700

< continued on next page >

2. The basis of fee according to Lead & Subconsultant Roles is:

BLW & Animal Arts	Phase 1	Phase 2 ⁽¹⁾
Program Verification, Concepts and Schematic Design Phase	\$7,980	\$49,020
Design Development Phase	\$15,960	\$98,040
	\$15,960	\$98,040
Bidding and Negotiation Phase	\$2,660	\$16,340
Construction Administration Phase	\$10,640	\$65,360
Subtotal	\$53,200	\$326,800
Subconsultants and Supplemental Services		
20/20 Engineering	\$1,162	\$7,138
AE Design	\$945	\$5,805
Civil	\$5,656	\$34,744
Landscape Architect	\$1,680	\$10,320
Structural	\$4,480	\$27,520
Mechanical, Plumbing, and Electrical	\$11,340	\$69,660
Cost Estimating	\$1,330	\$8,170
Interior Design: FF&E, Kennel Equipment, Procurement Assistance	\$3,465	\$21,285
Visualization	\$700	\$4,300
Subtotal	\$30,758	\$188,942
Reimbursable Expenses (includes Geotechnical Investigation)	\$10,000	\$0
Phase Total	\$93,958	\$515,742
TOTAL FEE	\$609,700	
Note 1: Phase 2 is not authorized by the Owner. Phase 2 may be authorized by a future amendment.		

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated _____, 20__.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Architect:

- | | |
|-------------------------------------|-------------------------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability: | \$1,000,000 Aggregate Comprehensive |
| c. General Liability | |
| 1) Bodily Injury; each occurrence | \$500,000 |
| 2) Property Damage; each occurrence | \$500,000 |
| 3) General Aggregate: | \$1,000,000 |
| d. Professional Liability- | |
| 1) Annual Aggregate | \$1,000,000 |
| e. Automobile liability | |
| 1) Bodily Injury; each person | \$300,000 |
| 2) Property Damage; each occurrence | \$1,000,000 |

The City of Stillwater/Stillwater Utilities Authority shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Insured from carrying insurance in amounts exceeding said liability limits so long as the City/SUA is not named as an additional insured in any amount in excess of said statutory liability limits.

B. *Additional Insureds:*

1. The Owner shall be listed on Architect's general liability policy as provided in Paragraph 6.04.A.

This page intentionally blank

(Exhibit G – Insurance)

EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.
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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Architect for Professional Services** dated _____, 20__.

AMENDMENT TO OWNER-Architect AGREEMENT
Amendment No. {Draft Format}

1. *Background Data:*

- a. Effective Date of Owner-Architect Agreement: <DATE>
- b. Owner: City of Stillwater, Oklahoma
- c. Architect: Barrett L. Williamson Architects, Inc.
- d. Project: Stillwater Animal Welfare Facility

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Architect shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Architect in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Architect the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$	_____
b. Net change for prior amendments:	\$	_____
c. This amendment amount:	\$	_____
d. Adjusted Agreement amount:	\$	_____

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

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

OWNER:

ARCHITECT:

City of Stillwater, Oklahoma

Barrett L. Williamson Architects, Inc.

By: _____

By: _____

Name, Title: Kimberly Meek, City Manager

Name, Title: Barrett Williamson, President

Date Signed: _____

Date Signed: _____

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	4.i. CC-25-70
Previous/Related Action:	• Payne County Youth Services has benefited for many years from funding from the Housing and Urban Development (HUD) Agency for its day-to-day operations in Stillwater. • The \$75,000 Emergency Solutions Grant (ESG) will aid funding for residents in the areas of emergency shelter, administration, rapid re-housing, outreach, and prevention services.
Background/Issue:	• The City of Stillwater must grant approval for Payne County Youth Services to apply for this grant. By authorizing this grant application, people in critical need will continue to receive valuable services.
Proposal/Solution:	Approve Payne County Youth Services submitting the Emergency Solutions Grant application.
Financial Source/Impact:	This application will not impact the City of Stillwater budget.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to authorize the Mayor to sign the Local Government Certification documents for Payne County Youth Services to apply for the 2025 Emergency Solutions Grant Program.
Prepared By:	Shelly Crynes, Grants Manager
Reviewed By:	Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Certification of Local Government Approval for Nonprofit
2. Environmental Review Record for Release of Funds
3. Local Government Certification

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

Emergency Solutions Grant (ESG) Program

To be submitted ONLY by Community Action Agencies (CAA) or Independent Nonprofits and to be prepared by Units of General Local Government.

I, William H. Joyce, Mayor, (name of local government official and title) duly authorized to act on behalf of the City of Stillwater, OK (name of jurisdiction)

hereby approve the following emergency shelter activities proposed by _____

Payne County Youth Services, Inc. (name of CAA/Nonprofit)

which is (are) to be located in City of Stillwater, OK (name of jurisdiction).

William H. Joyce, Mayor
Name of Chief Elected Official and Title

Signature of the Chief Elected Official

May 5, 2025
Date

ENVIRONMENTAL REVIEW RECORD FOR EXEMPTIONS/RELEASE OF FUNDS

Oklahoma Department of Commerce/Office of Community Development

Emergency Solutions Grant Program

Environmental Review or Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5

Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION

Contractor Name: Payne County Youth Services, Inc.		Funds Requested: \$75,000
Address: 2224 W 12th Ave, Stillwater, OK 74074		Date of Request: May 5, 2025
Project Description (Brief): Emergency Solutions Grant (ESG)		
I have reviewed and determined that the above-mentioned project is a Categorically Excluded activity (subject to §58.5) per 24 CFR §58.35(a) as follows: (Place checkmark by each requirement to verify that Applicant's project does not include any item listed)		
☒	58.35(a) (1). Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets);	
☒	58.35(a) (2). Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons;	
☒	58.35(a) (3). Rehabilitation of buildings and improvements when the following conditions are met:	
☒	58.35(a) (3) (i). In the case of a building for residential use (with one to four units), the density is not increased beyond four units, the land use is not changed, and the footprint of the building is not increased in a floodplain or in a wetland;	
☒	58.35(a) (3) (ii). In the case of multifamily residential buildings: (A) Unit density is not changed more than 20 percent; (B) The project does not involve changes in land use from residential to non-residential; and (C) The estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation.	
☒	58.35(a) (3) (iii). In the case of non-residential structures, including commercial, industrial, and public buildings: (A) The facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent; AND (B) The activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another.	
☒	58.35(a) (4) (i) An individual action on up to four dwelling units where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between; or	
☒	58.35(a) (4) (ii) An individual action on a project of five or more housing units developed on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site. 58.35(a) (iii) Paragraphs (a) (4) (i) and (ii) of this section do not apply to rehabilitation of a building for residential use (with one to four units) (see paragraph (a) (3) (i) of this section).	
☒	58.35(a) (5). Acquisition (including leasing) or disposition of, or equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use.	
☒	58.35(a) (6). Combinations of the above activities.	
Signature of Authorized Official: _____		
Name & Title of Authorized Official: William H. Joyce, Mayor		
Date: May 5, 2025		

LOCAL GOVERNMENT CERTIFICATION

Emergency Solutions Grant (ESG) Program

To be submitted ONLY by Units of General Local Government Applicants.

I, William H. Joyce, Mayor, Chief Elected Official of
City of Stillwater, OK, certify that the units of general local government will comply with the following:

The requirements of 24 CFR Sec. 576 and the current Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.

The building standards requirement of 24 CFR Sec. 576.55.

The requirements of 24 CFR Sec. 576, concerning assistance to the homeless.

The requirements of 24 CFR Sec. 576.330, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

William H. Joyce, Mayor

Name of Chief Elected Official and Title

May 5, 2025

Signature of Chief Elected Official

Date

2nd Quarter Spring 2025

IN THIS ISSUE

From the Director
Spring Programs
Adult Learning
Volunteers
Associates
Collections
Upcoming Programs
Sponsors

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6

MUSEUM HOURS

Tuesday-Saturday
11am-5pm

Museum Closed Sundays,
Mondays & Holidays

After hours tours are available
by appointment

AUDITORIUM RENTALS

\$75 per hour*

\$40 per hour for non-profits*

Call 405-377-0359 or email
info@stillwaterOKhistory.org to
schedule your event

*Tues-Thurs only. Seats 196 people.

LEARN MORE

StillwaterOKHistory.org

Follow us on FACEBOOK
and INSTAGRAM

FROM THE DIRECTOR ...

Dear Friends of the Stillwater History Museum at the Sheerar,

Spring has been a busy time at the Stillwater History Museum! From hands-on activities for elementary students to in-depth studies for OSU scholars and engaging discussions for lifelong learners, there's been something for everyone.

This season, How Oklahoma Began has welcomed over 300 third graders from Skyline, Sangre Ridge, Highland Park, and Westwood. Kids participated in a map activity, made spoon dolls, played traditional games, and explored a vintage kitchen—always a surprising comparison to their modern homes!

In February, we partnered with OSU to bring history to life for university students. Dr. Hearn's honors literature class examined authentic WWI artifacts, including postcards from the Winfrey Houston collection and a 1918 songbook published in Stillwater. Students connected these objects to key literature in their essays. Additionally, Ph.D. students from Dr. Blum's program visited to explore the Washington School display and conduct research.

We've also expanded programming for adults with two exciting partnerships. Town Halls, hosted with the Osher Lifelong Learning Institute (OLLI), take place on Mondays and are free for museum members. This year's first Let's Talk About It (LTAI) book discussion, in partnership with the Stillwater Public Library, featured Cheyenne Madonna by Eddie Chuculate

On an exciting note, we received a \$19,086.49 grant from the Oklahoma Heritage Preservation Grant Program. This funding will support an oral history project, led by former director Amelia Chamberlain, focusing on Jewish-owned businesses like Katz and Stillwater's long time residents.

Looking ahead, mark your calendars for Heritage Day on April 19! This special event brings history to life with family-friendly activities, live demonstrations, and hands-on experiences. Visitors can watch weavers, try butter churning, and step into history inspired crafts and activities.

Lastly, I want to say that we are so grateful to our members and corporate sponsors. Your support keeps the museum free and ensures educational programs for the community. If you're not yet a member, now is a great time to join and help preserve Stillwater's history for generations to come!

Cheers!



Catarina de Araujo



Spring Programs

How Oklahoma Began

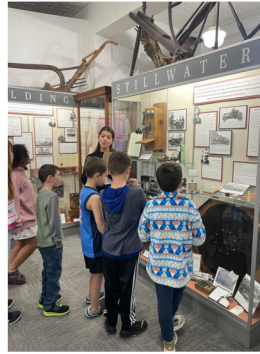
"This is such a great learning experience for our students."

"Love this presentation! Very interactive and informative."

"We love this field trip every year! It is a perfect supplement to our social studies curriculum and the museum staff is always so welcoming."

"This is always one of our favorite places to take the kids, it is so interactive and educational!"

Would you like to fund this program next year? Contact us at 377.0359 to discuss opportunities to give.



Stillwater Collects



This February, we celebrated love with Karen Neurohr's cherished collection of vintage valentines from the 1920s and 1930s. To mark the occasion, we hosted a special reception where museum members and friends mingled over champagne and chocolate while enjoying the heartwarming display, listening to records, and writing love notes. The valentines originally belonged to Karen's Aunt, Mamie Neta Brown, dating from as early as 1924. Most were gifts from Mamie's schoolmates, cousins, and teachers during her teenage years. After her passing, the collection was passed down through her family before coming into Karen's care. "I treasure my memories of Aunt Mamie and Uncle Dick and like to imagine their early romance when she started collecting these valentines," Karen shares.

Adult Learning

While undergoing construction, our friends from the Stillwater Public Library have been hosting the LTAI book series in our auditorium. We love having them here and being part of this wonderful Oklahoma Humanities-funded program!"



Cat de Araujo and Bonita Warren at Golden Oaks

If you can't come to the museum, we can come to you to showcase items from our collection. Upcoming programs include visits to Legacy Village, Rotary Club, and the Noon Lions Club. Call us to book a visit for your organization.



Make a difference SUPPORT THE ARTS

Cool Classics is back this summer, and we need your help! We are looking for organizations and groups that would like to host refreshments on June 20 or July 25. We are also seeking individuals and businesses who would like to sponsor a local musician or band in August.

✉ director@stillwaterokhistory.org

☎ 312.613.9042

Volunteers

VOLUNTEERS

Suzie Adamson

Patty Armbruster

Ann Berry

Terry Berry

Wanda Cook

Jan Courtwright

"Into the Streets"

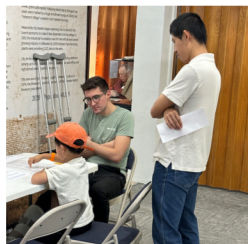
Lilly Flewellen

Rex Largent

Kitty Pittman

Judy Ringwall

Judy White



GRANT FUNDING

OK Historical Society
OK Humanities LTAI!
OK Arts Council ARPA

2025 Board

Jennifer Glenn, President
Karena Tyler, Vice President
Matthew Dickey, Treasurer
Nani Pybus, Secretary

Julie Tikalsky
Brent Jones (ex-officio)

STAFF

Catarina de Araujo
Debbie Williams
Courtney Levings
Paytyn Packham

WORK-STUDY

Felicity Dugan
Polly Tacker

Laura Arata
Alton Carter
Cara Eubanks
Denise Ferrell
Diane Fix
Rebecca Spaulding
Mike Sturzenbecker

2025 ASSOCIATES THANK YOU!

Associate membership is for the calendar year. Renewals made between October and December 2024 were considered for 2025.

NARM level and higher receive:

A Membership card with a NARM sticker good for FREE admission to several museums across North America. A copy of the **Payne County Historical** Committee's publication, the *Historical Review*, as issues are published.

Ambassador (\$5,000+)

Debbie & Robert Breedlove*
Vickie Sturgeon

Fellow (\$2,500-\$4,999)

Beth & Robert Nelson

Patron (\$1,000-\$2,499)

Patty & Steve Armbruster*
Gladeen Allred*
Cathy & Pat Dorr
Jennifer & Allen Glenn
Ken & Nelda Helt

Enthusiast (\$500-\$999)

Karen Gallagher & Bob McCracken
Rodette & Rick Green
Judy Hull
John Pollock
Velda & Michael Lorenz
Connie Stauter
Dolores & Keith Willett

Donor (\$250-\$499)

Ann Matoy*
Dianne & Walter Adams
Jim & Ann Berry
Steve Cundiff*
Kayla & Matthew Dickey
Joshua Wiener & Tabitha Doescher
Linda and Ray Ely
Kay Keys
Carolyn Gang & Ed Noltensmeyer
Eddie & Jan Polk
Robert Robinson
Kay & Ray Smith
Surekha Sheorey

Karena Tyler
Peggy Yarborough
Lou and Wes Watkins

NARM (\$120-\$249)

Zaide & Francisco Araujo
Linda J. Bentley
Loretta & Dennis Bertholf
Barbara & Larry Bellatti
Alton Carter
Cara Eubanks
Ann Halligan
Gerald Frank
Mette Flynt
Denise & Danny Ferrell
Frances K. Griffin
Charles & Carol Headrick
Judy & Larry Hoberock
Gerald & Chris Horn
James Horn*
Nancy Johnson
Robin & Barry Johnson
Brent Jones
Evelyn Quillen & Phil Kenkel
Phyllis Luebke
Ann Houston & Billy McCollon
Karen Gallagher & Bob McCracken

Cat de Araujo & Bret McElroy
Charles H. Moore
Sue Moore
Deborah & Larry Perkins
Carolyn Meyer & Kel Pickens
Carol Ann Powell*
Nani Pybus*
David Peters*
Bonnie Petty
Christy & Marty Ray
Judy Ringwall
Carol Solick
James Showalter*
John & Rebecca TeVelde
Julie Tikalsky
Rosemary Van Orden
Ron Walker
Grace & Bob Wettemann
Judy L. White
Joshua Wiener
Dolores & Keith Willett
Mike & Mary Woods

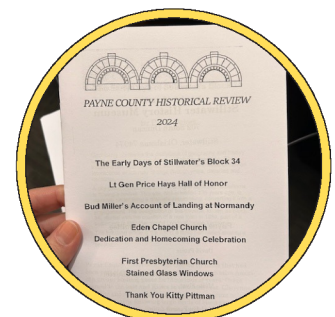
Friend (up to \$119)

Nancy & Gary N. Franklin
Marth McElroy
Gayle & Pat Ward*
Bonita Warren

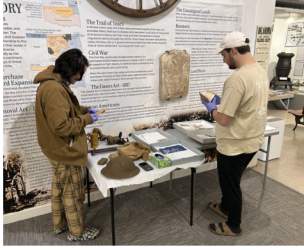
PCHS LIFE MEMBERS

*PCHS members who are also Stillwater History Museum members are listed under museum memberships with an **

Karl Baumgartner, Tom D. Berry, Bill and Mary Bryans, Rena Carrier, Dewey Clapp, Steve Cundiff, Art Daugherty, Alex Evers, John Charles Gage, John J. Gardiner, Kenneth Greiner, Patti D. Harris, Violet June Harris, Jana Howell, Stan & Sandra Kays, Daniel & Lori Kimball, David Lambert, Glynn & Sandy McCauley, Maverick Gas, Stan Tucker, Michael McDermott, Roger Moore, Greg Olds, Vicki and John Phillips, Kitty Pittman, Shelly Ricker, W. David Sasser, Rusty & Peggy Shaw, (Mary) Adran Wagner, Barbara Wells and Harland Wells.



Future Scholars

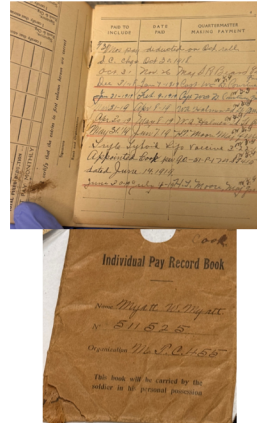


"Viewing this artifact has deepened my understanding of the harsh realities of World War I." Savanna Anthony

"I benefitted heavily from my excursion to the museum, and I am pleasantly surprised how even a small artifact such as the booklet can teach me so much." Lyn Ferrela



"My interaction with the bayonet from World War I has given me an appreciation for the adaptations that had to be made in order to survive. I am thankful to have had the opportunity to interact with this artifact and take away with me a great understand of the First World War." Ty Hostetler



"Looking into this ledger has further altered my understanding of World War I because it also emphasizes the societal implications within the nation the soldiers serve. It highlights the immense sacrifices soldiers made, not only in the trenches but in their personal lives." Aeona Tanodra

Mark Your Calendars



OLLI TOWN HALLS
FREE to Museum Members

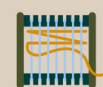


April 7 at 10 AM

Annette LaFortune Murray
What's Old and New on Historic Route 66 Pt. 2

April 7 at 10 AM

Dr. Deana Hildebrand: Nutritional Science



FAMILY
FRIENDLY
HERITAGE DAY

Lots of fun activities!

- Music
- Rag Dolls
- Butter Churning
- Wood Burning
- Tin Punching
- Old Fashioned Games
- Demonstrations by Weavers

Saturday, April 19

11am -3pm
7th and Duncan



STILLWATER MUSEUM ASSOCIATION



702 S. Duncan Street
Stillwater, OK 74074
405-377-0359
info@sheerarmuseum.org
StillwaterOKHistory.org

CORPORATE SPONSORS

GOLD \$1,000



SILVER \$500



BRONZE \$250



Corporate Sponsorships include recognition on our website, newsletters, Wall of Honor, and access to our quarterly MUSEletter. Help us fulfill our mission and make history together –become a 2025 sponsor today!

2024-2025 Community Partners
City of Stillwater



ILLUMINATE CELEBRATE PRESERVE

- 3rd Grade Program on the History of Stillwater, OSU partnerships, Adult lectures
- Quarterly events and summer concerts
- 22,286 items in its collection



Lifelong Learning



K-12



College



"Viewing this artifact has deepened my understanding of the harsh realities of World War I." Savanna Anthony

"I benefitted heavily from my excursion to the museum, and I am pleasantly surprised how even a small artifact such as the booklet can teach me so much." Lyn Ferrela



Interaction with the artifact from World War I has given me an appreciation for the sacrifices that had to be made in order to win the war. I am thankful to have had the opportunity to interact with this artifact and take away with me a great understanding of the First World War." Ty Hostetler



"Looking into this artifact has further altered my understanding of World War I because it emphasizes the social implications with the war. It highlights the sacrifices soldiers made not only in the battlefield but in their personal lives." Aeona Tan





Adult and Senior

- OLLI Townhalls
- On-site visits to Legacy Village, Golden Oaks, Rotary Club... and more
- Lectures
- Cool Classics





Community Building

VOLUNTEERS

PARTNERS

SUPPORT FOR THE
ARTS AND
COMMUNITY
EFFORTS

Volunteers

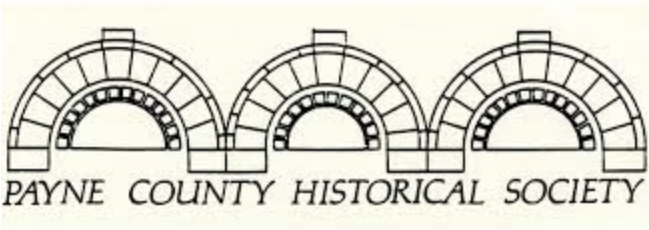
- Suzie Adamson (gardens)
- Patty Armbruster (collections)
- Ann Berry (gardens)
- Terry Berry (collections)
- Jan Courtwright (collections)
- Lilly Flewellen (collections)
- Rex Largent (facility and grounds)
- Kitty Pittman (collections)
- Judy Ringwald (collections)
- Judy White (programs)
- “Into the Streets” (grounds)



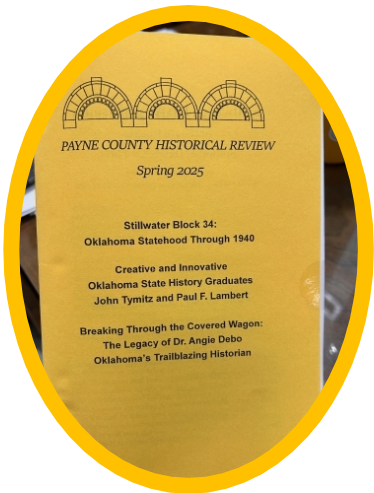
Partners and Community



Partners and Community



Block 34



Future Goal: Collections Accessibility



Digitizing
Photos and
Archives



Update
Technology



Utilizing the
upstairs



Organizing
spaces

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	a. CC-25-71
Previous/Related Action:	
Background/Issue:	City staff requests review and approval of a text amendment to update City Code Chapter 18, "Environment," Article III, "Miscellaneous Nuisances"; Division 1, "Generally", Section 18-71, "Public Nuisances Designated" Section 18-64 defines a public nuisance to be one which affects an entire community, a neighborhood or a considerable number of persons, although the damage or affect to the parties may be distributed unequally. Section 18-71 lists property conditions that are declared to be public nuisances. In certain instances throughout the City, drainage facilities located on private property become obstructed due to accumulations of various types of debris including trash, garbage, rubbish, sediment, brush, vegetation and other materials. These accumulations increase the occurrence of inadequate drainage, ponding or pooling of stagnant water, and water inundation on properties, sidewalks and roads during and following rain events. These obstructions and their impacts commonly result in nuisance complaints and maintenance requests by neighborhood property owners and/or residents. City staff are unable to perform maintenance on drainage facilities located on private property to alleviate such conditions. For cases in which the owner of the drainage facility causing the problem will not make corrections, the nuisance cannot be resolved.
Proposal/Solution:	City staff recommend approval of the proposed text amendment to provide a mechanism to require property owner maintenance of drainage facilities located on private property.
Financial Source/Impact:	There is no financial impact with this request.
Related Strategic Priority:	#3 SAFE COMMUNITY #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept staff recommendation and approve the Text Amendment to Chapter 18, Environment, Article III, Miscellaneous Nuisances, Division 1, Generally, Section 18-71 Public nuisances designated.

Prepared By:	Zack Henson
Reviewed By:	Candy Staring
	Brady Moore
	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 3568.firstread Final Redlined Ch. 35 Drainage Facility Maintenance ord

ORDINANCE NO. 3568

AN ORDINANCE AMENDING STILLWATER CODE OF ORDINANCES CHAPTER 35, "STORMWATER QUALITY AND MANAGEMENT," ARTICLE I, "IN GENERAL," SECTION 35-1, "DEFINITIONS"; CHAPTER 35, "STORMWATER QUALITY AND MANAGEMENT," ARTICLE II, "DRAINAGE AND SEDIMENTATION," DIVISION 1, "GENERALLY," SECTION 35-25, "IMPAIRMENT OF DRAINAGE FACILITIES"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That the definition of "Drainage Facilities" in Stillwater City Code, Chapter 35, "Stormwater Quality and Management," Article I, "In General," Section 35-1, "Definitions" is amended to read as follows:

Sec. 35-1. Definitions.

Drainage facilities means all elements necessary to store, control, and/or convey stormwater runoff. Drainage facilities shall consist of ~~both public and private~~ storm sewers (closed conduits), channels, watercourses, sedimentation facilities, areas covered by ~~restricted~~ drainage easements for the purpose of providing overland flow and all appurtenances to the foregoing, including, but not limited to, inlets, manholes, junction boxes, headwalls, dissipaters, culverts, detention facilities and the like.

SECTION 2: That the Stillwater City Code, Chapter 35, "Stormwater Quality and Management," Article II, "Drainage and Sedimentation," Division 1, "Generally," Section 35-25, "Impairment of Drainage Facilities" is amended to read as follows:

Sec. 35-25. Impairment of drainage facilities.

- (a) Dumping or placing any material, whether temporary or permanent, within a drainage facility ~~in a drainage easement or within the stormwater flow line of a drainage facility that is not in an easement shall be~~ prohibited ~~and a violation of this article~~. The owner of the property shall be responsible for any material that has been ~~willfully~~ dumped or placed in a drainage facility.
- (b) A property owner ~~shall's failure to~~ repair and maintain a drainage facility that was specifically designed and installed to control stormwater runoff from that property or other properties designated in an approved drainage plan to a standard allowing it to perform its designed and intended purpose ~~shall be prohibited and a violation of this article.~~

- (c) Drainage facilities will remain unobstructed at all times and will be maintained by the property owner in a safe and sanitary condition, free of trash, garbage, rubbish, debris, sediment, brush, vegetation, and any substance which would result in unsanitary conditions or obstruct the flow of water. The City of Stillwater shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions which may occur. The City of Stillwater will not be responsible for the maintenance or operation of said drainage facility, or for any damage to private property or person that results from conditions in the drainage facility, or for the control of erosion.
- (d) In the event a property owner does not properly maintain or repair a drainage facility in accordance with the City of Stillwater ordinances and regulations, the City of Stillwater has the right, but not the obligation, to enter upon the drainage easement at any point, or points, to investigate, survey or to erect, construct, maintain and/or repair any drainage facility, conduct repairs or supervise the work of others deemed necessary, as solely determined by the City of Stillwater.
- (e) In the event that the property owner fails to properly operate or maintain drainage facilities such that a negative stormwater quality or quantity impact to the municipal separate storm sewer system, any watercourse of the city, any waters of the state or United States or stormwater drainage systems or receiving streams either on the subject property or on off-site properties occurs or is imminent, the City of Stillwater may order compliance with this section by written notice of violation (NOV) to the property owner in accordance with Section 35-55 of this chapter.

SECTION 3: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 4: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 5/5/25
Second Read:

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	b. CC-25-72
Previous/Related Action:	
Background/Issue:	City staff requests review and approval of a text amendment to update City Code Chapter 35, "Stormwater Quality and Management," Article I, "In General"; Section 35-1, "Definitions"; & Chapter 35, "Stormwater Quality and Management", Article II, "Drainage and Sedimentation", Division I, "Generally", Section 35-25, "Impairment of Drainage Facilities" The Section 35-1 definition of "Drainage Facilities" needs to be expanded to include all geographical features and structures that store, control, and/or convey stormwater runoff. Section 35-25, "Impairment of Drainage Facilities" currently contains vague language regarding property owners' maintenance responsibility for drainage facilities. Clarification of maintenance responsibility is needed to ensure that City resources are used efficiently and appropriately and that drainage facilities located on private properties are maintained in good, functional condition.
Proposal/Solution:	City staff recommend approval of the proposed text amendment to provide a mechanism to require property owner maintenance of drainage facilities located on private property.
Financial Source/Impact:	There is no financial impact with this request.
Related Strategic Priority:	#3 SAFE COMMUNITY #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept staff's recommendation and approve the Text Amendment to Chapter 35, "Stormwater Quality and Management," Article I, "In General"; Section 35-1, "Definitions"; & Chapter 35, "Stormwater Quality and Management", Article II, "Drainage and Sedimentation", Division I, "Generally", Section 35-25, "Impairment of Drainage Facilities".
Prepared By:	Zack Henson
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 3569.firstread 2025-04-30 Final redilined Ch. 18 Drainage Nuisance ordinance

ORDINANCE NO. 3569

AN ORDINANCE AMENDING STILLWATER CODE OF ORDINANCES CHAPTER 18, "ENVIRONMENT," ARTICLE III, "MISCELLANEOUS NUISANCES," DIVISION 1, "GENERALLY," SECTION 18-71, "PUBLIC NUISANCES DESIGNATED"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That the Stillwater City Code, Chapter 18, "Environment," Article III, "Miscellaneous Nuisances," Division 1, "Generally," Section 18-71, "Public Nuisances Designated" is amended to read as follows:

Sec. 18-71. Public nuisances designated.

In addition to other public nuisances declared by other provisions of this Code or state law, the following are hereby declared to be public nuisances:

- (1) The sale, or offering for sale, of unwholesome food or drink; or the keeping of a place where such sales or offerings are made.
- (2) The sale, offering for sale, or furnishing of intoxicating liquor in violation of the state law or ordinances of the city; or the keeping of a place where intoxicating liquor is sold, offered for sale, or furnished in violation of the state law or ordinances of the city.
- (3) The exposure, display, sale, or distribution of obscene pictures, books, pamphlets, magazines, papers, documents, or objects; or the keeping of a place where such are exposed, displayed, sold, or distributed.
- (4) The keeping of a place where persons gamble, whether by cards, slot machines, punch boards, or otherwise.
- (5) The keeping of a place where prostitution, illicit sexual intercourse, or other immoral acts are practiced.
- (6) The keeping of a place where activities in violation of state law or ordinance are practiced or carried on.
- (7) The conduct or holding of public dances in violation of the ordinances of the city; or the keeping of a place where such dances are held.
- (8) The public exposure of a person having a contagious disease.
- (9) The continued making of loud or unusual noises which annoy persons of ordinary sensibilities; or the keeping of an animal which makes such noises.

- (10) The operation or use of any electrical apparatus or machine which materially and unduly interferes with radio or television reception by others.
- (11) Any use of a street or sidewalk or a place adjacent thereto which causes crowds of people to gather so as to obstruct traffic on such street or sidewalk, or which otherwise obstructs traffic thereon, except as may be authorized by law or ordinances.
- (12) Permitting water or other liquid to flow or fall, or ice or snow to fall, from any building or structure upon any street or sidewalk.
- (13) All wells, pools, cisterns, bodies, or containers of water in which mosquitoes breed or are likely to breed, or which are so constructed, formed, conditioned, or situated as to endanger the public safety.
- (14) Rank weeds or grass, carcasses, accumulations of manure, refuse, or other things, which are, or are likely to be, breeding places for flies, mosquitoes, vermin, or disease germs; and the premises on which such exist.
- (15) The accumulation of trash, garbage, rubbish, debris, sediment, brush or vegetation which reduces the carrying capacity of any floodplain, drainage course, drainage facility, or easement to such an extent as to cause or have the potential to cause flooding at a location off the tract where the accumulation is located.
- (1~~6~~5) Any building or structure which is dangerous to the public health or safety because of damage, decay, or other condition.
- (1~~7~~6) Any pit, hole, or other thing which is so constructed, formed, conditioned, or situated as to endanger the public safety.
- (1~~8~~7) Any fire or explosion hazard which endangers the public safety.
- (1~~9~~8) Any occupation or activity which endangers the public peace, health, morals, safety, or welfare.

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

SECTION 3: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 5/5/2025
Second Read:

ORDINANCE NO. 3565

AN ORDINANCE AMENDING STILLWATER CODE OF ORDINANCES CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE XVII, "REQUIRED IMPROVEMENTS," DIVISION 3, "IMPROVEMENTS, SECTION 357, "WATER DISTRIBUTION SYSTEM," SUBSECTION (e) AND SECTION 358, "SANITARY SEWER COLLECTION SYSTEM," SUBSECTION (e); CHAPTER 41, "UTILITIES," ARTICLE IV, "WATER SERVICE," DIVISION 1, SECTION 41-113, "TIE-ON CHARGE," SUBSECTION (b) AND DIVISION 5, "SERVICE EXTENSIONS," SECTION 41-244, "LEASE-PURCHASE AGREEMENT"; CHAPTER 41, "UTILITIES," ARTICLE V, "SEWERS AND SEWAGE DISPOSAL," DIVISION 11, "SEWER MAIN EXTENSIONS," SECTION 41-590, "PAYMENT OF COSTS" AND SECTION 41-591, "LEASE-PURCHASE AGREEMENT;" AND ADDING CHAPTER 41, "UTILITIES," ARTICLE IV, "WATER SERVICE," DIVISION 5, "SERVICE EXTENSIONS," SECTION 41-245, "PAYMENT OF COSTS"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That the Stillwater City Code, Chapter 23, "Land Development Code," Article XVII, "Required Improvements," Division 3, "Improvements," Section 23-357(e), is amended to read as follows:

Sec. 23-357. Water distribution system.

(e) Whenever it is necessary for a developer to expend funds for the design, materials, and installation of a water distribution system that may serve areas other than its own, the developer may enter into a ~~water line lease purchase agreement~~ utility main development agreement with the city as provided for in Chapter 41.

SECTION 2: That the Stillwater City Code, Chapter 23, "Land Development Code," Article XVII, "Required Improvements," Division 3, "Improvements," Section 23-358(e), is amended to read as follows:

Sec. 23-358. Sanitary sewer collection system.

(e) Whenever it is necessary for a developer to expend funds for the design, materials, and installation ~~the construction~~ of a sewer collection system ~~main~~ that may ~~will~~ serve areas other than its ~~his~~ own, the developer may enter into a ~~water line lease purchase agreement~~ utility main development agreement with the city as provided for in Chapter 41.

SECTION 3: That the Stillwater City Code, Chapter 41, "Utilities," Article IV, "Water Service," Division 1, "Tie-on charge," Section 41-113(b), is amended to read as follows:

Sec. 41-113. Tie-on charge.

(b) Whenever a multifamily structure owner or developer installs individual three-fourths-inch meters for each dwelling unit, the tie-on charge may be computed on the basis of a single meter of sufficient size to serve the entire structure. Any developer and/or owner who has expended in excess of ~~\$5100,000.00~~ toward the cost of a water main extension, ~~as provided in section 41-243,~~ and has entered into a ~~lease purchase agreement~~ utility main development agreement with the city regarding said water main, as provided ~~for in section 41-244~~ Chapter 41, shall be exempt from said tie-on charges for the first water connection which said developer and/or owner makes to said main. The above \$100,000 expenditure required for exemption shall be increased four percent annually beginning January 1, 2026, and adjusted each January 1 of every year thereafter.

SECTION 4: That the Stillwater City Code, Chapter 41, “Utilities,” Article IV, “Water Service,” Division 5, “Service Extensions,” Section 41-244, is amended to read as follows:

Sec. 41-244. ~~Lease-Purchase~~Utility Main Development Agreement - Water.

When a developer and/or owner of a tract inside the city has paid, or agrees to pay, all or a portion of the cost of materials of a water main which is so located as to render it possible for tracts of land not owned by said developer and/or owner to be served with water through said main, ~~as provided in section 41-243(1), or when a developer and/or owner of a tract outside the city bears the entire cost of a water main, as provided in section 41-243(2), a lease-purchase-utility main development agreement shall~~ may be entered into by and between the developer and/or owner and the city containing the following basic provisions:

- ~~(1) (1)~~ The developer and/or owner shall lease his interest in the main to the city for a period of ten years, during which time the city will assume responsibility for maintenance of the main as part of the water distribution system of the city; provided, however, that the lease period may be for a term of not to exceed 20 years if the developer and/or owner is a corporate entity or a trust and the water main which it has constructed extends for a distance of at least 5,280 feet. The initial term of the agreement shall not exceed ten years. Upon written request of the developer and/or owner, made within 90 days prior to the expiration of the term, the agreement may be extended for an additional period not to exceed ten years if the developer and/or owner has not received, at the expiration of the original term, contribution on a square footage basis, as hereinafter described, from the developers and/or owners of at least 50 percent of the area capable of being served by such main.
- (2) The city will not permit any person within the area capable of being served to connect any new or additional main to said main, or make a water connection thereto, without first requiring such person to pay the developer and/or owner his payment of a pro rata portion of the original investment of the developer, and/or owner and/or the city in for said main, together with interest thereon from the date of ~~completion~~acceptance of said main at a rate not to exceed seven percent per annum; such pro rata portion to be calculated on a square footage basis of the total area capable of being served by such main. The total area capable of being served by such main shall be agreed upon by the developer and/or owner and the city at the time of the execution of the ~~lease-purchase~~utility main development agreement.
- (3) The developer and/or owner shall have no right or claim to any portion of the revenue received by the city for tie-on charges, service charges, any other fees or charges, or water sold and delivered through said lines; ~~I~~the reimbursement to the developer and/or owner is specifically limited to contribution under subsection (2) of this section.
- ~~(4) At such time as the developer and/or owner has received contribution on a square footage basis, as described in subsection (2) of this section, from the developers and/or owners of all the area capable of being served by such main, or at the expiration of the lease period set forth in the lease-purchase agreement, the title of said water main extension shall vest in the city, and the developer and/or owner shall thereafter have no right, title, or interest therein.~~
- (4) The utility main development agreement shall become effective upon: 1) approval of the agreement by the city council; 2) acceptance by the city council of said water main and all associated equipment and appurtenances incidental thereto, in accordance with applicable ordinances and law, and 3) acceptance by the city council of all necessary deeds of dedication and/or other conveyances.

SECTION 5: That the Stillwater City Code, Chapter 41, “Utilities,” Article V, “Sewers and Sewage Disposal,” Division 11, “Sewer Main Extensions,” Section 41-590, is amended to read as follows:

Sec. 41-590. Payment of costs.

The costs of sewer main extensions shall be borne as follows:

- (1) The developer and/or owner of a tract ~~within the corporate limits~~ shall bear the entire cost of a sewer main adequate in size, as determined by the engineering division of the department, ~~of operations,~~ in compliance with the requirements of ODEQ, to serve the tract that he is being developed, developing or desires to serve, provided that, in no event shall a main of less than eight inches in diameter be considered adequate. If the city ~~desires that~~ determines that it is beneficial for that the sewer main to be larger than the engineering department's determination of adequate size is necessary to serve said tract, the city may, if funds are available, pay the additional cost of the main. All such sewer main extensions, upon completion, shall become the sole and exclusive property of the city and shall be operated and maintained as part of the city sanitary sewer system; ~~however,~~ if a main is so located as to render it possible for tracts of land not owned by the developer and/or owner to be served, the developer and/or owner may enter into an agreement for partial reimbursement of the costs as set forth in section 41-591. ~~through the main, the developer and/or owner shall retain title to the main to the extent of his interest therein based on his participation in the total cost thereof, and shall lease his interest to the city as provided in section 41-591.~~ All such sewer main extensions, upon completion, shall become the sole and exclusive property of the city and shall be operated and maintained as part of the city's sanitary sewer system.
- (2) ~~In the event that an application for sewer main extension is granted, the developer and/or owner of a tract outside the corporate limits shall bear the entire cost of the sewer main and shall lease it to the city enter into an agreement as provided in section 41-591.~~

SECTION 6: That the Stillwater City Code, Chapter 41, "Utilities," Article V, "Sewers and Sewage Disposal," Division 11, "Sewer Main Extensions," Section 41-591, is amended to read as follows:

Sec. 41-591. Lease Purchase Utility Main Development Agreement - Sewer.

When a developer and/or owner of a tract ~~inside the corporate limits~~ has paid, or agrees to pay, all or a portion of the cost of a sewer main which is so located as to render it possible for tracts of land not owned by the developer and/or owner to be served through the main, as provided herein, ~~or when a developer and/or owner of a tract outside the corporate limits bears the entire cost of a sewer main, as provided herein, a lease purchase a utility main development agreement shall may be entered into by and between the developer and/or owner and the city containing the following basic provisions:~~

- (1) ~~The developer and/or owner shall lease his interest in the main to the city agreement shall be for an initial for a period term of ten years, during which time the city will assume responsibility for maintenance of the main as part of the sanitary sewer system of the city; however, uUpon written request by of the developer and/or owner to the city council, made within 90 days prior to the expiration of the lease period term, the lease period shall agreement may be extended for an additional period of not to exceed ten years if the developer and/or owner has not received, at the expiration of the original lease period term, contribution on a square footage basis, as hereinafter described, from the developers and/or owners of at least 50 percent of the area capable of being served by such main; and provided further, if the developer and/or owner has received, at the expiration of the original lease period, contribution on a square footage basis, as hereinafter described, from the developers and/or owners of at least 50 percent but less than 75 percent of the area capable of being served by such main, the city council may, in its sole discretion, extend the lease period for an additional period of not to exceed ten years, upon written request by the developer and/or owner to the city council within the time set forth in this subsection.~~
- (2) The city will not permit any person within the area capable of being served to connect any new or additional main to the main, or make a sewer connection thereto, without first requiring such person to pay to the developer and/or owner

his payment of a *pro rata* portion of the original investment of the developer, and/or owner and/or the city in for the main, together with interest thereon from the date of completion acceptance of the main at a rate not to exceed seven percent per annum, such *pro rata* portion to be calculated on a square footage basis of the total area capable of being served by such main. The total area capable of being served by such main shall be agreed upon by the developer and/or owner and the city at the time of the execution of the ~~lease-purchase-utility main development~~ agreement.

- (3) The developer and/or owner shall have no right or claim to any portion of the revenue received by the city for tie-on charges, ~~or service charges, or any other fees or charges.~~ The reimbursement to the developer and/or owner is specifically limited to contribution under subsection (2) of this section.
- ~~(4) At such time as the developer and/or owner has received contribution on a square footage basis, as described in subsections (1) through (3) of this section, from the developers and/or owner of all the area capable of being served by such main, or at the expiration of the lease period set forth in the lease-purchase-utility main development agreement or an extension thereof, as above provided, the title to the sewer main shall vest in the city; and the developer and/or owner shall thereafter have no right, title or interest therein.~~
- (4) The utility main development agreement shall become effective upon: 1) approval of the agreement by the city council; 2) acceptance by the city council of said sewer main and all associated equipment and appurtenances incidental thereto, in accordance with applicable ordinances and law, and 3) acceptance by the city council of all necessary deeds of dedication and/or other conveyances.

SECTION 7: That the Stillwater City Code is amended to add Chapter 41, “Utilities,” Article IV, “Water Service,” Division 5, “Service Extensions,” Section 41-245, “Payment of Costs,” to read as follows:

Sec. 41-245. Payment of costs.

The costs of water main extensions shall be borne as follows:

- (1) The developer and/or owner of a tract shall bear the entire cost of a water main adequate in size, as determined by the engineering department, in compliance with the requirements of ODEQ, to serve the tract that is being developed, provided that in no event shall a main of less than six inches in diameter be considered adequate. If the city determines that it is beneficial for the water main to be larger than the engineering department’s determination of adequate size, the city may, if funds are available, pay the additional cost of the main. All such water main extensions, upon completion, shall become the sole and exclusive property of the city and shall be operated and maintained as part of the city water system.
- (2) If a main is so located as to render it possible for tracts of land not owned by the developer and/or owner to be served, the developer and/or owner may enter into an agreement for partial reimbursement of the costs as set forth in section 41-244. All such water main extensions, upon completion, shall become the sole and exclusive property of the city and shall be operated and maintained as part of the city’s water system.

SECTION 8: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 9: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

PASSED, APPROVED AND ADOPTED THIS 5TH DAY OF MAY, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 5TH DAY OF MAY, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 4/21/2025
Second Read: 5/05/2025

ORDINANCE NO. 3566

“AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE III, LAND DEVELOPMENT PROCESS, SECTION 23-63, PLAT/SUBDIVISION APPROVAL PROCESS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY”

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That Stillwater City Code, Chapter 23, Land Development Code, Article III, Land Development Process, Section 23-63, Plat/subdivision approval process, be amended to read as follows:

Sec. 23-63. Plat/subdivision approval process.

- (a) *To be placed on planning commission agenda.* Each plat submitted for preliminary or final approval shall be placed on the agenda of the planning commission only after fulfilling the specific requirements of these regulations. However, a plat not meeting all of the requirements may be submitted provided the subdivider presents with the plat a written request for specific exceptions and enumerates in detail the reasons therefor.
- (b) *Review.* Upon compliance with all application requirements, all plat/subdivision requests shall be reviewed by city staff.
- (c) *Lot splits.* Prior to approval of any lot split, there shall be filed an application requesting a lot split. The applicant shall submit at the time of application a survey of the intended division and inclusive of all affected properties. Lot splits will be approved administratively upon compliance with adopted regulations. Once compliance is verified, deeds in executable form shall be submitted to city staff and shall be stamped and signed by city staff that the deeds are approved and ready for recording. If a lot split creates a tract of land that does not comply with the specific zoning district requirements, then a lot combination must occur concurrently with the lot split unless the noncompliant tract meets the definition of an outlot and is so designated. Any lot combination resulting from the lot split application shall be included in the application for the lot split and shall show the existing and proposed property lines, existing structures, improvements, utilities and appurtenances, as identified thereto, and shall be indicated on the lot split drawing prepared by a licensed land surveyor used to illustrate and explain the proposed lot combination. Prior to the issuance of a building permit, when a lot combination has not been required for review and approval, a copy of a recorded deed indicating the combination of the lots shall be submitted as part of the building permit application, as applicable.
- (d) *Minor subdivisions.* Upon compliance with all application requirements, minor subdivisions will be reviewed for compliance with the adopted regulations. Once compliance is verified, deeds in executable form shall be submitted to city staff and shall be stamped and signed by city staff that the deeds are approved and ready for recording. Where the property to be subdivided or any portion thereof is part of a minor subdivision approved within the year preceding the date of application, a preliminary and final plat of said property shall be prepared and submitted to the planning commission and city council in accordance with the requirements herein.
- (e) *Commercial minor subdivisions.* Upon compliance with all application requirements, commercial minor subdivisions will be reviewed, in conjunction with development plan applications or with final planned development plan applications, for compliance with the adopted regulations. Once compliance is verified, deeds in executable form shall be submitted to city staff and shall be stamped and signed by city staff that the deeds are approved and ready for recording.
- (f) *Preliminary plats.*
 - (1) *Notice.* Notice shall be provided by regular mail to the owners of property within 300 feet of the proposed subdivision prior to the planning commission meeting at which the proposal may be heard. In addition to a property owner letter, notice shall include a copy of the proposed subdivision and a map of its location.

- (2) *Approval.* The planning commission shall approve, approve conditionally, or disapprove the preliminary plat within 60 days of the date of its first review by the planning commission.
 - a. Unless stipulation for additional time is agreed to by the subdivider and if no action is taken by the planning commission at the end of 60 days after the first review, the preliminary plat shall be deemed to have been approved.
 - b. If the preliminary plat is disapproved or approved conditionally, the reasons for such action shall be stated in writing, a copy of which shall be signed by the planning commission chair, secretary, or designee and shall be transmitted to the subdivider/owner and the applicant/representative.
 - c. The reasons for disapproval or conditional approval shall refer specifically to those parts of the comprehensive plan or city regulations with which the plat does not conform.
 - d. On conditionally approving a plat, the planning commission shall require submission of a revised preliminary plat prior to planning commission review of any final plats based upon the preliminary plat.
 - e. The subdivider shall file three paper copies and one reproducible copy of the approved preliminary plat with the development services department.
 - f. Upon filing of the approved preliminary plat, improvement plans may be submitted for review in accordance with the approved preliminary plat.
- (3) *After approval.* Once the preliminary plat is approved, the subdivider may proceed with the construction of the subdivision improvements, provided that the improvement plans have been prepared in accordance with this chapter, with the approved plat, and have been approved for construction by the development engineering manager. The subdivider may proceed with the preparation and submittal to the city of a final plat. Preliminary plats shall expire two years from the date of approval unless a final plat of any portion is filed, based upon the preliminary plat.

(g) *Final plats.*

- (1) *Two years from preliminary plat approval.* The final plat of any portion of the proposed subdivision shall be submitted to the planning commission and city council for final approval within two years of the date on which the preliminary plat was approved. If not submitted for final approval within such time, the preliminary plat shall be considered as having been disapproved unless the planning commission agrees to an extension of time prior to the expiration date, as requested by the subdivider. The developer shall file the final plat in the office of the county clerk within two years after approval by the city council, or, if not filed within such time, said approval of the final plat shall be considered as having been voided, unless extended by the planning commission and city council upon request by the subdivider prior to the expiration date.
- (2) *Approval.* The planning commission shall act upon the final plat within 45 days of the date of its first review by the planning commission. Unless a stipulation for additional time is agreed to by the subdivider and if no action is taken by the planning commission at the end of 45 days after the first review, the final plat shall be deemed to have been approved. This approval and date thereof shall be shown on the plat over the signature of the planning commission chair. A certificate by the development services director as to the date of submission of plat for final approval and failure of planning commission to act thereon within such time shall be sufficient in lieu of written endorsement of approval.
- (3) *Disapproval.* If the final plat is disapproved, grounds for this refusal shall be stated in writing, a copy of which shall be transmitted with the Mylar and prints to the applicant. The reasons for disapproval shall refer specifically to those parts of the comprehensive plan or ordinance with which the plat does not comply.
- (4) *Accepted by development engineering manager prior to city council consideration.* Prior to consideration of a final plat by the city council, improvement plans, a drainage study, and a drainage plan shall be accepted by the development engineering manager. The final plat shall be submitted to the city council for acceptance of the public ways and service and utility easements and land dedicated to public use. This acceptance of the plat shall be shown over the signature of the mayor and attested to by the director of finance or deputy. The lack of acceptance of any plat or plan by the city council shall be deemed a refusal of the proposed dedication shown thereon. Once accepted by the city council, the plat shall be recorded in the county courthouse.

(5) *Requirements for ~~commercial~~ subdivision prior to filing with county clerk.* No final plat of any ~~commercial~~ subdivision shall be filed of record in the office of the county clerk unless:

- a. The improvements have been constructed in accordance with the provisions of this article and have been accepted by the city council; or
- b. The subdivider/developer has entered into a development agreement with the city to construct all improvements and the subdivider/developer has filed with the city a performance guarantee in accordance with the provisions of this chapter.

~~(6) Residential subdivisions may be filed prior to acceptance by city council. Final plats of residential one- and two-family subdivisions may be filed prior to the acceptance by the city council of the required improvements. No building permits will be issued until the required improvements are scheduled for acceptance by the city council, with the exception of developer sidewalks and/or traffic control devices.~~

Upon filing with the county clerk, the developer shall provide three paper copies and one Mylar copy of the filed plat to the city.

State law reference—Plat approval, 11 O.S. § 45-104.

(h) *Correction of errors in plats.* Municipal plats or plats of additions and subdivisions which have been erroneously described on any record in the chain of title to said plats, or are otherwise defective on their face, may be corrected pursuant to the provisions of 11 O.S. §§ 41-112—41-114.

State law reference—Correction of errors and defects, 11 O.S. § 41-115.

(1) *Application.* Requests for correction of errors in plats shall be initiated by submitting the following documentation to the development services department:

- a. Completed application and checklist on the appropriate form furnished by the development services department;
- b. Typewritten and electronic/digital copy of the legal description of the subject;
- c. Copy of existing or proposed restrictive covenants on the subject property; and
- d. Filing fee, as required by the appropriate provisions of this chapter related to the individual types of applications;
- e. The registered land surveyor who prepared said plat may execute a certificate stating the nature of the error and cure said defect. The surveyor shall refer to said plat by correct page number and book in which said plat is recorded by the county clerk. Said certificate shall be dated and signed by said registered land surveyor;

State law reference—Similar provision, 11 O.S. § 41-115 B.

- f. If the registered land surveyor who originally certified said plat is not available, or if said plat was not prepared by a registered land surveyor, a certificate stating the nature of the error and cure said defect may be executed by any registered land surveyor, provided said certificate states the reasons why the registered land surveyor who prepared the plat was not available or that said plat was not originally prepared by a registered land surveyor.

State law reference—Similar provision, 11 O.S. § 41-115 C.

(2) *Approval.* The certificate shall be approved by the planning commission. If the correction alters or otherwise affects a right-of-way or easement of the city, such certificate shall also be approved by the city council.

State law reference—Similar provision, 11 O.S. § 41-115 D.

(i) *Filing with county clerk.* Once approved by the city, the certificate shall be retained by the county clerk of the county in which said plat is located and shall be recorded as a correction in the county plat book. A certificate filed pursuant to the provisions herein shall be prima facie evidence of the statements contained in said certificate and shall be received into evidence for that purpose. No such certificate shall have the effect of destroying or changing any vested rights which were acquired based upon an existing plat despite the errors or defects contained in said plat. The provisions of this section shall not prohibit any interested party from commencing an action in district court pursuant to the provisions of 11 O.S. §§ 41-112—41-114.

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

SECTION 3: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

PASSED, APPROVED, AND ADOPTED THIS 5th DAY OF MAY, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 5TH DAY OF MAY, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 4/21/2025
Second Reading: 5/05/2025

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	9.a. CC-25-73
Previous/Related Action:	
Background/Issue:	The Stillwater Housing Authority consists of five members each serving a three-year term. Austin Pollard completed a three-term for a resigned position that was open on the Board and he would like to be reappointed to another three-year term.
Proposal/Solution:	Reappoint Austin Pollard to a three-year term on the Stillwater Housing Authority.
Financial Source/Impact:	
Related Strategic Priority:	#6 ENGAGED & INVESTED RESIDENTS #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Recommend reappointment of Austin Pollard to another three-year term on the Stillwater Housing Authority ending in February 2028.
Prepared By:	Staff
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 5, 2025



Agenda Item:	9.b. CC-25-74
Previous/Related Action:	
Background/Issue:	The Stillwater Public Library Board has seven members appointed by the City Council that serve as the head of the library department. The City of Stillwater Charter permits Library Board members to serve (2) two consecutive, full three-year terms (Art. III, §3.6). The terms of three Board members expire on May 6, 2025. The three Board members have expressed a willingness to be reappointed and include: • Matt Upson, appointed May 2022 • Robin Cornwell, appointed May 2022 • Martha McMillian, reappointed May 2022 after completing one partial term
Proposal/Solution:	Reappoint Matt Upson, Robin Cornwell, and Martha McMillian to a second full term, consider other applicants on file to fill the upcoming expired terms, or if no applicants are on file, postpone the appointment of Board members until additional applications are submitted.
Financial Source/Impact:	Postponing the appointment of Board members may adversely affect the Board's ability to achieve quorum, which may delay consideration of certain financial decisions such as the acceptance of grants.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to reappoint Matt Upson, Robin Cornwell, and Martha McMillian to the Stillwater Public Library Board for a three-year term expiring May 2028.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None