



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

APRIL 15, 2024

723 S. Lewis Street, Room 1122 B

Stillwater, OK 74074

5:30 PM

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

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

a.	Child Abuse Prevention Month Proclamation
b.	100th Birthday of Albert (Al) Ruledge Proclamation

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 1, 2024 regular and executive session meeting minutes	
b.	Approve appointment of Anne Lee and Patti Shelton to the office of Deputy City Clerk effective April 15, 2024	
c.	Award Bid #14-2024 Norman McNickle Municipal Complex Energy Efficiency Lighting Retrofit to Lighting, Inc. in the amount of \$67,564.10	CC-24-37 John McClenny

d.	Approve budget amendments to increase revenue and expenditure accounts to fund property repairs at 19th Avenue & Sangre Road.	CC-24-38	Mark White
e.	Approve purchase of 2024 Ford Police Interceptor K9 Vehicle from Superior Automotive Group for \$45,490 as outlined in the proposal and approve associated budget amendments to increase revenue and expenditure accounts to fund the purchase	CC-24-39	Royce Stephens
f.	Award Bid #12-2024 Landscape Maintenance Services for City Facilities to Tus Nua Lawn and Landscape in the amount of \$80,100	CC-24-40	Mark White
g.	Award Supply Contract Bid #18-2024 Purchase of Fuel for City Vehicles to OnCue Marketing, LLC	CC-24-41	Mark White
h.	Approve budget amendment decreasing budget appropriations to close FY18 and FY19 pavement management program projects		Candy Staring
i.	Approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Couch Park Comfort Station (Bid No. 17-2024), which time period shall not exceed a total of 45 days from the date of bid opening for good cause shown.	CC-24-42	John McClenny

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 prior to meetings.

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. Public Hearings

The Council will hear public comments, discuss, and take action including a vote or series of votes on each item listed as presented or as amended by the City Council unless the agenda entry specifically states that no action will be taken.

a.	Receive public comment regarding a map amendment (MA24-01) to rezone a portion of property currently addressed as 1300 E. Airport Road, also referred to as the northwest quarter (NW/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian from Public (P) to General Industrial (IG) district.	CC-24-43	Jacquelyn Porter
b.	Receive public comment regarding a text amendment to Stillwater City Code Chapter 23, "Land Development Code," Article V, "Use Categories And Limitations," Division 1, "Generally," Section 23-96, "Definitions," by adding the term "Communication Services"; amending Chapter 23, "Land Development Code," Article VI, "Land Use Classifications," Division 5, "Industrial Districts," Section 23-161, "IG General Industrial District" by providing for "Communication Services" As a Permitted Use By Right; amending Article XXIV, Table Of Uses, Section 23-435, Created, by providing for "Communication Services".	CC-24-44	Jacquelyn Porter

8. 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.	FY25 Budget Presentation	CC-24-45	Christy Cluck
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9. Resolutions

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

a.	RESOLUTION NO. CC-2024-9; SUA-2024-2; SEDA-2024-1: A RESOLUTION ADOPTING REVISIONS TO THE PURCHASING POLICY FOR THE CITY OF STILLWATER AND ITS TRUSTS	CC-24-46
b.	RESOLUTION NO. CC-2024-10: A RESOLUTION AMENDING RESOLUTION NO. CC-2024-4 OF THE CITY COUNCIL TO REVISE THE NUMBER OF MEMBERS ON THE WASHINGTON SCHOOL ADVISORY COMMITTEE	
c.	RESOLUTION NO. CC-2024-11: A RESOLUTION ADOPTING THE GUIDELINES FOR PROCESSING TORT CLAIMS AND WORKERS' COMPENSATION CLAIMS VALUED AT LESS THAN \$100,000.00	

10. 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. 3534: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING, CHAPTER 23, " LAND DEVELOPMENT CODE," ARTICLE V, "USE CATEGORIES AND LIMITATIONS," DIVISION 1, "GENERALLY," SECTION 23-96, "DEFINITIONS," BY ADDING THE TERM "COMMUNICATION SERVICES"; AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE VI, "LAND USE CLASSIFICATIONS," DIVISION 5, "INDUSTRIAL DISTRICTS," SECTION 23-161, "IG GENERAL INDUSTRIAL DISTRICT" BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT; AMENDING ARTICLE XXIV, TABLE OF USES, SECTION 23-435, CREATED, BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT AS AN IG GENERAL INDUSTRIAL USE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.
b.	ORDINANCE NO. 3535 : AN ORDINANCE REZONING A TRACT OF LAND CONTAINING APPROXIMATELY 160 ACRES LOCATED AT THE NORTHWEST QUARTER SECTION OF PROPERTY ADDRESSED AS 1300 E. AIRPORT ROAD FROM PUBLIC (P) TO GENERAL INDUSTRIAL (IG).
c.	ORDINANCE NO. 3536: AN ORDINANCE AMENDING STILLWATER CITY CODE OF ORDINANCES BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCIAL AFFAIRS, DIVISION 2, PURCHASES OF SUPPLIES AND CONTRACTUAL SERVICES, SECTION 2-609, PUBLIC CONSTRUCTION CONTRACTS TO REVISE THE VALUE OF PURCHASES SUBJECT TO COMPETITIVE BIDDING; AND SECTION 2-612, PURCHASING; LIMITATIONS TO REVISE THE VALUE OF PURCHASES SUBJECT TO CITY COUNCIL APPROVAL; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY
d.	ORDINANCE NO. 3537: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF STILLWATER BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE I, IN GENERAL, BY AMENDING SECTION 2-1, TORT CLAIMS; WORKERS' COMPENSATION CLAIMS; PAYMENT

Second Read

a.	ORDINANCE 3532: AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 1515 N BOOMER RD & 1120 N HUSBAND ST FROM COMMERCIAL GENERAL (CG) AND COMMERCIAL SHOPPING (CS) TO PUBLIC (P).
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11. Appointments

a.	Stillwater Public Library Board	CC-24-47	Stacy Delano
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b.	Stillwater Public Library Trust Board	CC-24-48	Stacy Delano
c.	Rural Water Advisory Board	CC-24-49	David Barth
d.	Washington School Advisory Committee	CC-24-50	Christy Driskel

12. Reports from Officers and Boards

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

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

13. Questions and Inquiries

14. Adjourn

On April 11, 2024 at 3:00 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

- Meetings are televised on AT&T U-verse channel 99 and Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

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

WHEREAS, Stillwater's future success depends on nurturing the healthy development of the more than 7,000 children living, growing, and learning within our community; and

WHEREAS, research shows that safe, nurturing relationships and stimulating, stable environments improve brain development and child wellbeing, while neglectful or abusive experiences and unstable or stressful environments increase the odds of poor childhood outcomes; and

WHEREAS, the abuse and neglect of children can cause severe, costly and lifelong problems affecting all of society, including physical and mental health problems, school failure and criminal behavior; and

WHEREAS, research also show that parents and caregivers who have social support systems and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

WHEREAS, individuals, businesses, schools, and faith-based and community organizations must make children a top priority and take action to support the physical, social, emotional, and educational development and competency of all children; and

WHEREAS, throughout April, the City of Stillwater, Payne County Health Department, Resilient Payne County, Healthy Children Healthy Communities Coalition, Stillwater Public Schools, Early Childhood Coalition, Wings of Hope, Lions Meadows of Hope, and Saville Center will engage communities in a coordinated effort to prevent child abuse and neglect by promoting awareness of healthy child development, positive parenting practices and the types of support families need.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim April 2024, as "Child Abuse Prevention Month," and encourage residents to recognize that prevention begins with each of us.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK



100th Birthday of Albert (Al) Ruledge

WHEREAS, Albert (Al) Ruledge was born on April 27, 1924, in Mooreland, Oklahoma, and grew up on the family farm north of Woodward; and

WHEREAS, Al is a product of rural Oklahoma public education, and the eldest of ten sons; and

WHEREAS, he served in the U.S. Navy prior to obtaining his bachelor of science degree in Animal Science from Oklahoma A.M. College in 1950; and

WHEREAS, after graduation he worked out of state in the cattle industry until being requested to return to OAMC as Herdsman until he retired from Oklahoma State University (OSU) in 1989; and

WHEREAS, Al has continued working on his personal Angus herd northwest of Stillwater with his wife Betty, which they will celebrate 75 years of marriage in December 2024; and

WHEREAS, Al and Betty have three children, three granddaughters, and 10 great-grandchildren and have invested their entire adult lives into the betterment of Stillwater.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby honor Albert Ruledge upon his century of life – leaving a legacy of fundamental service to the cattle industry and exemplary dedication to educating OSU agriculture students and believe his example will continue to guide others throughout the century to come.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED MARCH 29, 2024 AT 11:30 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
APRIL 1, 2024**

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 5:30 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 Proclamation

Mayor Joyce read the proclamation declaring April 2024 as Sexual Assault Awareness Month. Brandi White, Wings of Hope Executive Director, accepted the proclamation and she discussed the mission of Wings of Hope and the statistics of those served.

b. Fair Housing Month Proclamation

Mayor Joyce read the proclamation declaring April 2024 as Fair Housing Month. Toni Broyles, Stillwater Housing Authority Executive Director, accepted the proclamation and she discussed the goals and objectives of the housing authority.

4. CONSENT DOCKET

- a. Approve March 25, 2024 regular meeting minutes
- b. Approve Assignment of Contract from Bancroft International to Bancroft Design, Inc. and authorize the City Manager to execute the Form
- c. Approve the purchase of real estate at 2206 W. 6th Avenue for required right-of-way in the ODOT SH-51 construction project, approve the associated budget amendment, and authorize the City Manager to sign the related documents
- d. Approve amendment 4 to professional services agreement with Kimley-Horn for 12th Avenue Health Corridor Study and approve associated budget amendment and authorize the City Manager to execute.
- e. Approve waiver of Payment in Lieu of Taxes (PILOT) of \$8,798.02 as requested by Stillwater Housing Authority
- f. Approve the Oklahoma Wireless Information Network (OK-WIN) Land Mobile Radio (LMR) Services Agreement

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. Receive public comment regarding a request from Independent School District No. 16 and Stillwater National Bank to rezone properties addressed as 1120 North Husband Street and 1515 North Boomer Road from Commercial Shopping (CS) and Commercial General (CG) to Public (P).

City Planner Jacquelyn Porter stated that the applicant requests review and approval of a Map Amendment to rezone the properties addressed as 1515 North Boomer Road and 1120 North Husband Street from Commercial General (CG) and Commercial Shopping (CS) to Public (P). The Independent School District No. 16 and Stillwater National Bank are requesting a rezoning to Public (P) in preparation for the expansion of the Stillwater High School campus. Ms. Porter stated that the property addressed as 1515 North Boomer Road is the location of Cimarron Plaza shopping center, which was the previous location of several commercial businesses, and is located just north of the current Stillwater High School campus. The property addressed as 1120 North Husband Street is located directly southeast of the current Stillwater High School Campus, and is currently a vacant lot.

Mayor Joyce opened the public hearing.

Stephen Gose, Gose and Associates, 113 E. 8th, spoke on behalf of the applicant.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval 4-0.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTIES ADDRESSED AS 1515 NORTH BOOMER ROAD AND 1120 NORTH HUSBAND STREET.

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

8. GENERAL ORDERS

- a. Presentation and possible action to approve the Simmons Bank Grant Agreement

Deputy City Manager Brady Moore stated that staff were excited to bring before Council the Simmons Bank Grant Agreement for their generous gift and commitment to Block 34 of \$1,500,000. The agreement establishes 25-year naming rights to a large open-air pavilion officially called the Simmons

Bank Pavilion. Mr. Moore presented the final drawings of the Simmons Bank Pavilion and then introduced Kevin Fowler and Scott Petty with Simmons Bank.

Mr. Fowler stated that a grant this size is not random as Simmons Bank has only done this a handful of times in their 120-year history. This is about contributing to a vibrant community, a community where their customers have stayed loyal. Mr. Fowler stated that what also matters is the fact that economic development in downtown Stillwater is huge and it doesn't matter about their socio-economic situation, everyone will be welcome to this facility.

Mr. Petty stated it was great to be a part of this major gift to the community and he thanked City staff for their hard work and for working with Simmons Bank and their team. Mr. Petty thanked Mr. Irby and Kicker for their contributions to Block 34.

Mayor Joyce thanked Simmons Bank for their commitment to the community for this gift and as a huge anchor in the Downtown area.

Discussion was held amongst staff and Council on how to track this agreement so it can be reviewed for renewal in 25 years.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO APPROVE THE SIMMONS BANK GRANT AGREEMENT.

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

- b. Presentation, discussion and possible action to approve the FY25 Pavement Management Program (PMP)

Transportation and Drainage Engineering Manager Travis Small reported that the Transportation Sales Tax Fund, a 1 cent sales tax, funds the entire PMP and is projected by the end of FY24 to accumulate approximately \$10M. Staff has systematically inspected and evaluated various locations and projects to include in this program. These projects include a combination of maintenance, rehabilitation and reconstruction of various transportation infrastructures across the City. Mr. Small first presented and discussed the PMP moving forward through the end FY24. He then presented the proposed work for the FY25 PMP based on expected sales tax revenues of \$10M. This list has been presented to TPAC and they approved this project list to be presented to Council for approval. Mr. Small answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE THE FY25 PMP AS PRESENTED.

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

9. RESOLUTIONS

- a. Resolution No. CC-2024-8: A resolution declaring the intent to consider approval of a Project Plan and creation of one or more Tax Incentive Districts under the Local Development Act; directing preparation of a Project Plan; appointing a Review Committee; directing the Review Committee to make findings as to eligibility and financial impact, if any, on affected taxing jurisdictions and business activities within the District; directing the Review Committee to make a recommendation with respect to the Proposed Project Plan; directing the Stillwater Planning Commission to determine conformance of the Proposed Project Plan with the

Stillwater Comprehensive Plan and to make a recommendation with respect to the Proposed Project Plan; and declaring an emergency

City Attorney Kimberly Carnley stated that this resolution is the first procedural step in the process for the City to consider approval of a project plan.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2024-8 AS PRESENTED.

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

10. ORDINANCES

a. First Reading

Ordinance No. 3532 - An ordinance rezoning tracts of land located at 1515 N Boomer Rd & 1120 N Husband St From Commercial General (CG) and Commercial Shopping (CS) to Public (P).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3532 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. 3533: An ordinance closing a portion of a rights-of-way located near Lots Twenty-Three (23) and Twenty-Four (24), in Block Fifty-Seven (57), Original Town, now City of Stillwater, Payne County, Oklahoma, near property addressed as 1101 South Main Street

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT ORDINANCE NO. 3533 AS PRESENTED.

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

11. APPOINTMENTS

a. Stillwater Housing Authority

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO REAPPOINT SUE BONNER TO THE STILLWATER HOUSING AUTHORITY.

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

12. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:

- i. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of Stillwater City Attorney Kimberly Carnley.

- ii. Request for Executive Session pursuant to 25 O.S. Section §307 (B)(1) of the Oklahoma Open Meeting Act for the purpose of confidential communication regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.
- b. Miscellaneous items from the City Manager:
 - City Manager Kimberly Meek announced that April is World Autism Awareness Month. According to autismspeaks.org, one in five children (ages 3 to 17), are diagnosed with Autism Spectrum Disorder. There are approximately 5.4 million autistic adults in the United States. Also, tomorrow (April 2) is World Autism Awareness Day so wear blue to signify understanding and acceptance.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin announced that residents can now fill out an application online to start new utility services. Thanks to the Utility and Billing Department, new residential customers may complete an online application or come to City Hall during business hours and fill out the form in person.
 - Councilor Clark stated that the Friends of the Stillwater Public Library will have their annual Used Book Sale, April 18-21. The preview night is Thursday from 5 to 8 p.m., and the general public sale is Friday from 12 to 8 p.m. and Saturday, 10 a.m. to 5 p.m. The dollar bag sale will be on Sunday, 1:30 to 4 p.m. Bags will be provided and there is no limit.
 - Vice Mayor Dzialowski reminded residents that City staff wants your feedback for Stillwater's new Comprehensive Plan. A Comprehensive Plan establishes a vision for the next 10 to 20 years of a city's growth. Please take the survey and share your input.
 - Vice Mayor Dzialowski also announced that the Stillwater Arts Festival is coming up and has more than 50 regional artists participating this year. This year's event will be at the Prairie Arts Center, 1001 S Duck Street, on Friday, April 19, 12-8 p.m., and Saturday, April 20, 9 a.m. to 6 p.m. This is a family friendly event that includes live music, artist demos, food trucks, the farmer's market, and much more.
 - Mayor Joyce reminded residents that Election Day is Tuesday, April 2, with polls open 7 a.m. to 7 p.m. The City encourages every registered voter to research all candidates and propositions included on ballots and vote in the direction they believe is best.
- i. Discussion about scheduling items for future meetings.

13. QUESTIONS & INQUIRIES

None.

14. EXECUTIVE SESSION

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

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:16 P.M.

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

Stillwater City Council meeting recessed at 6:16 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 6:28 p.m.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ENTER INTO EXECUTIVE SESSION AT 6:28 P.M.

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

15. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:04 P.M.

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

- a. Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.
- b. Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of City Manager Kimberly Meek.

No action was taken on item a. or item b.

16. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE APRIL 1, 2024 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 1, 2024 regular meeting of the Stillwater City Council adjourned at 8:05 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED MARCH 29, 2024 AT 11:30 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
STILLWATER, OK 74074
APRIL 1, 2024
6:28 P.M.**

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

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

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

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

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

The Executive Session concluded at 8:04 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

MEMORANDUM

TO: Kimberly Meek, City Manager
FROM: Mayor and City Council
RE: Appointment of Deputy City Clerks
DATE: April 15, 2024

Pursuant to Sec. 2.2, Stillwater City Code, Anne Lee and Patti Shelton are hereby appointed to the office of Deputy City Clerk. Said appointees shall continue in their present employment and additionally perform the duties of City Clerk as set forth in said Sec. 2.2 in the absence of the City Clerk. This appointment shall become effective April 15, 2024, and shall continue until terminated by further action of the Mayor and City Council.

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	4.c. CC-24-37
Previous/Related Action:	Resolution CC-2023-44 - Authorizing application for grant submission.
Background/Issue:	• On December 4th, 2023, Council authorized staff to submit a grant to the Oklahoma Department of Commerce (ODOC) for an energy efficiency retrofit of lighting in the Norman McNickle Municipal Complex. • The grant application was submitted on December 11th, 2023. • ODOC project review was completed and authorization to bid was received on 2/16/24. • Bids were solicited on 3/2/2024 to retrofit 1,213 florescent lighting fixtures. • Bids were opened on 3/27/2024. Two bids were received: ○ Voss Lighting, Oklahoma City, OK - \$71,955.16 ○ Lighting Inc., Broken Arrow, OK - \$67,564.10 • The detailed bid tabulation is attached.
Proposal/Solution:	Award bid to Lighting Inc., Broken Arrow, OK in the amount of \$67,564.10
Financial Source/Impact:	A grant from the Oklahoma Department of Commerce was approved on 2/5/24 in the amount of \$122,209.75. There is no match required for this grant.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends a motion to Award bid #14-2024 - Norman McNickle Municipal Complex Energy Efficiency Lighting Retrofit to Lighting Inc., Broken Arrow, OK in the amount of \$67,564.10 and authorize the Mayor to sign the contract documents.
Prepared By:	John McClenny, Procurement Mgr.
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Standard Contract
2. Bid Tabulation by Line Item Spreadsheet (7)

STANDARD CONTRACT

PROJECT _____

BID # _____

THIS AGREEMENT is made and entered into by and between the **CITY OF STILLWATER**, a municipal corporation, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Contractor").

WHEREAS, Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **City Bid # _____ Project _____** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Contractor, in response to said Invitation for Bid, has submitted to Stillwater in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, Stillwater, in the manner provided by law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above named Contractor to be the lowest responsible bidder on the above described project, and has duly awarded this agreement to said Contractor for the prices set forth on the bid form; and

NOW THEREFORE, for and in consideration of the following, Stillwater and Contractor hereby agree to the following terms and conditions:

1. **Contract Documents:** Contractor shall, in a good and first class workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to complete said work in strict accordance with this Agreement and the following contract documents:

Complete Bid Packet, Bidder's Response, Performance Bond; Statutory Bond; Maintenance Bond; Certificates of Insurance

all of which documents are filed in the office of the City Clerk, City of Stillwater, Oklahoma a municipal corporation, and are made a part of this Agreement as fully as if the same were herein set out at length.

2. **Term:** This agreement is for a period of _____ calendar days from the date on the Notice to Proceed. Time is of the essence.
3. **Compensation:** Stillwater agrees to pay Contractor the lump sum bid amount submitted in the in the Bidder's Response:

4. **Progress Payments; Retainage:** Stillwater shall make progress payments on account of the Contract Price on the basis of Contractor's Invoices for Payment during performance of the Work as provided herein.
 - a. **Partial Payments:** Partial payments will be made to the contractor based upon work completed Invoices for Payment submitted and approved by the City of Stillwater.
 - b. **Retainage:** Five percent (5%) of all such partial payments may be withheld as retainage.
 - c. **Final Payment:** Upon final completion and acceptance of the work in accordance with the contract specifications and documents, Stillwater shall pay the remainder of the Contract Price within 30 days of final completion and acceptance.

5. **Termination:** This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach (s) specified in the notice. In the event termination is for the convenience of Stillwater, payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by Stillwater.
6. **Insurance:** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The City of Stillwater 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 Contractor from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.
7. **No Indemnification by Stillwater:** Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.
8. **General Liability:** Contractor shall hold Stillwater harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
9. **No Confidentiality:** Contractor understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Engineer pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
10. **Compliance with Laws:** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.
11. **Equal Employment Opportunity:** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
12. **Right to Audit:** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
13. **Governing Law and Venue:** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.

14. **No Waiver:** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
15. **Entire Agreement / No Assignment:** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Contractor shall not be entitled to any claim for extras of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year written below.

Approved and accepted this ____ day of _____ 202█.

CONTRACTOR _____

Name:

Title:

Approved and accepted this ____ day of _____ 202█.

CITY OF STILLWATER,

a municipal corporation

William H. Joyce, Mayor

(SEAL)

ATTEST:

Teresa Kadavy, Secretary

Approved as to form and legality this ____ day of _____ 202█.

Kimberly Carnley, City Attorney

Event Number	14-2024 Addendum 1	Organization	City of Stillwater
Event Title	Norman McNickle Municipal Complex Energy	Workgroup	Purchasing
Event Description	Notice is hereby given that City of Stillwater	Event Owner	John McClenny
Event Type	IFB	Email	john.mcclenny@stillwater.org
Issue Date	3/2/2024 06:00:01 AM (CT)	Phone	
Close Date	3/27/2024 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Lighting Inc (Broken Arrow Elect	BROKEN ARROW	OK	3/27/2024 01:23:47 PM (CT)	3	\$67,564.10
Voss Lighting (Voss Electric)	Oklahoma City	OK	3/27/2024 11:44:23 AM (CT)	3	\$71,955.16

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	4.d. CC-24-38
Previous/Related Action:	None.
Background/Issue:	On 2/25/2023, a vehicle hit the power pole at 19th Avenue & Sangre Road. The impact caused the power lines to hit the mast arm on the traffic signal pole, which sent a high voltage power surge through the traffic cabinet. Most of the equipment in the traffic cabinet was damaged or destroyed by the power surge. Additionally, it destroyed pedestrian push buttons, pedestrian crossing heads and some of the wires in the traffic poles.
Proposal/Solution:	Finance filed claim # 213789-1 for damage sustained to the signal light at 19th Avenue & Sangre Road. Insurance proceeds in the amount of \$23,202 have been received. Access to these funds will be put towards the rewiring of the intersection and the purchase of a new traffic cabinet and controller.
Financial Source/Impact:	Insurance proceeds from OMAG.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve budget amendments increasing insurance proceeds revenue account in the amount of \$23,202 and increase expenditures in the amount of \$23,202 to fund property repairs at 19th Avenue & Sangre Road.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. 19th and Sangre - Accident Cost Report
2. Signed Budget Amendments

Field Services-Traffic Control 19th and Sangre Accident Cost Report

[illegible]



Date: 04/02/2024

Department: Operations

Requested by: Mark White

Explanation:

Expenditure:

Appropriate funds for repair of property damage. Funding is from insurance proceeds.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Repair Equipment	1014841 - 53030		\$ 3,450	\$ 23,202	\$ 26,652
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 23,202

Reviewed by Department Manager:

Mark White

Date: 4-4-2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes

☐ No

Date:

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

--Print on Yellow Paper--



Date: 04/02/2024

Department: Operations

Requested by: Mark White

Explanation:

Revenue:

Increase revenue projections for insurance proceeds from property damage incidences.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Misc Revenue	1014841	- 48700	\$ 0	\$ 23,202	\$ 23,202
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

Decrease:

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

\$ 23,202

Reviewed by Department Manager:

Mark White

Date:

4-4-2024

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: APRIL 15, 2024



Agenda Item:	4.e. CC-24-39
Previous/Related Action:	
Background/Issue:	The Stillwater Police Department (SPD) currently has three K9 teams. One of those teams consists of Officer Knox and K9 Yari, who are assigned to the Patrol Division. On 01/24/24 Officer Knox was involved in a vehicular pursuit of an armed carjacking suspect in our city. This pursuit started at a fitness facility on the east side of town and traveled out to the west city limits. Actions of the suspect during the robbery and pursuit posed a significant threat to others. When an opportunity was presented, Officer Knox properly used his vehicle to pin the suspect's vehicle, ending the pursuit, leading to the arrest of the subject. While pinning the vehicle, Officer Knox's K9 Patrol vehicle received damage. While the damage did not appear serious, due to the age of the vehicle, it was considered a total loss by the insurance company. Over the course of the past year, the city has received several insurance settlement checks in reference to police vehicles, totaling \$88,462. A police K9 vehicle is fitted with specialty transport systems for the K9 as well as prisoners, upgraded climate control, K9 deployment systems and specialty equipment storage designed to keep the handler and animal safe during their duties.
Proposal/Solution:	SPD is requesting the \$88,462 received by the city in insurance proceeds from vehicle accidents be appropriated for the purchase of a new police K9 unit and the cost of the associated upfitting of the vehicle.
Financial Source/Impact:	There is no financial impact as these insurance proceeds were not budgeted funds.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve budget amendments increasing insurance proceeds revenue account by \$88,462 and increasing expenditure account by \$88,462 for the purchase and upfitting of a new police K9 unit.
Prepared By:	Royce Stephens, Acting Chief of Police
Reviewed By:	Jeff Watts Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. PD - Vehicle Repairs - 4.15.2024 - Revenue
2. PD - Vehicle Repairs - 4.15.2024 - Expenditures

Budget Amendment Request

For Budget Year _____

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

Office: 405.372.0025
 Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

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

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request
For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

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

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	4.f. CC-24-40
Previous/Related Action:	None.
Background/Issue:	Bids were solicited for landscape maintenance of 22 City owned locations, including buildings, downtown, traffic islands, and rights of way. This is an annual bid that has been in place for the past several years to provide upgraded landscape maintenance for highly visible areas, and to reduce the landscape maintenance load on Public Works employees, allowing a focus on higher priority issues.
Proposal/Solution:	Bids were solicited for a new maintenance agreement. The bid was advertised in the Newspress, on the City's website and four potential bidders were notified of the bid. Three bids were received from the potential bidders with the low bid being Tus Nua Lawn and Landscape out of Oklahoma City.
Financial Source/Impact:	Adequate funds are budgeted in the FY24/25 budget for Landscape Maintenance.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends awarding the bid to Tus Nua Lawn and Landscape in the amount of \$80,100.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Standard Contract Landscape Maintenance Services (1)
2. Bid Tabulation by Line Item Spreadsheet (8)

LANDSCAPE MAINTENANCE SERVICES FOR CITY FACILITIES

This Contract made and entered into this _____ day of _____, 2024 by and between the CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, hereinafter called "Stillwater" and _____, (insert address), hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City of Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has issued an Invitation for Bid and solicited bids and has received bids for the furnishing of all labor and materials for Lawn Care Services for City Facilities as outlined and set out herein in accordance with the terms and provisions of this contract; and

WHEREAS, the City of Stillwater, in the manner provided by law, has examined and canvassed the bids submitted and has selected the above-named Contractor for lawn care services for city facilities, and has duly awarded this contract to said Contractor, for the sum named in the bid, to wit:

_____ **DOLLARS AND NO/100 (\$xx,xxx.xx)**

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS HEREIN CONTAINED, THE PARTIES TO THIS CONTRACT HAVE AGREED, AND HEREBY AGREE, AS FOLLOWS:

1. Scope of Work & Contract Documents. The Contractor shall, in a good and first class workmanlike manner, at its own cost and expense, furnish all labor, materials, tools and equipment required to complete said work in strict accordance with this contract and the following Contract Documents:

Entire Bid Packet #12-2024 for City Wide Landscape Maintenance Services, certificates of insurance for employer's liability, worker's compensation, comprehensive general liability, property damage, and automobile liability.

all of which said documents are on file in the office of the City Clerk, City of Stillwater, Stillwater, Oklahoma, and are made a part of this contract as fully as if the same were herein set out at length. Any terms and conditions contained in the Bid Packet are hereby incorporated and made a part of this service contract.

2. Term. The term of this Service Contract will begin upon award and execution of agreement with City on or after July 1, 2024 and will end on June 30, 2025. The parties shall have the option to extend this contract for up to three additional one-year terms by agreement of the parties and upon execution of a written extension agreement prior to expiration of the initial term.

Growing Season Extensions.

The parties understand and acknowledge that the term this agreement may need to be extended to allow for additional services to be provided based on the actual length of the growing season. The parties may extend the term of this Service Contract in writing prior to the expiration of the then current term.

3. Non-Appropriations. Contractor acknowledges that the City of Stillwater is subject to the debt limitation provisions of Article 10, § 14 of the Oklahoma Constitution. In the event that no appropriation is made that is sufficient to service this agreement, or any extension thereof for future fiscal years, then this agreement or the extension shall be null and void. The City of Stillwater shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

4. Monthly Payments. Stillwater shall make payments to the Contractor in the following manner: Payment will be processed monthly upon receipt of an accurate invoice from the Contractor.

5. Inspection of the Work. On completion of work, but prior to the acceptance thereof by Stillwater, it shall be the duty of the Project Manager or his designated representatives to determine, by examination that said work has been completely and fully performed in accordance with the Contract Documents.

6. Hold Harmless & Indemnity. Contractor agrees to indemnify and hold Stillwater and its authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Contractor, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from the Contractor's operation in connection with the services to be performed hereunder.

7. Bonds and Insurance Required. The Contractor shall provide all required bonds and insurance as set forth in the contract documents. Failure to comply with the bonds and insurance requirements at all times during the performance of this Contract is grounds for immediate termination of this Contract.

The City of Stillwater 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 Contractor from carrying insurance in amounts exceeding said liability limits so long as the City of Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.

8. Termination. This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach(es) specified in the notice. In the event termination is for the convenience of Stillwater, payment will be made for the value of all services rendered up to the time of termination. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by the Project Manager.

9. Choice of Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals. The parties agree that all causes of action shall be brought in the Federal or State Courts within the State of Oklahoma. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.

10. Equal Employment Opportunity. Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

11. Force Majeure. In no event shall Stillwater be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, or the declaration of a federal, state, or local emergency. In the event of a declared federal, state, or local emergency affecting Stillwater, Oklahoma, the City Manager shall have the unilateral right to suspend any or all services provided for under this Contract or to terminate this Contract without any liability whatsoever. In the event of termination, this Contract shall not be revived by the expiration of the declared emergency. In the event of suspension of any or all services during a time of declared emergency and upon expiration of said declared emergency, the parties may mutually agree in writing to resume services.

12. Authority to Bind. The undersigned individual states that s/he has the authority to bind Contractor to this Agreement, that s/he has read and understands the terms of this Agreement, and that Contractor agrees to be bound by this Agreement and its incorporated documents.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

(CONTRACTOR NAME)

Sign Here ▶

Printed Name: _____

Title: _____

Date: _____

Executed this ____ day of _____, 2024.

CITY OF STILLWATER, OKLAHOMA,
a Municipal Corporation,

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk
(seal)

APPROVED:

Kimberly Carnley, City Attorney

Event Number	12-2024 Addendum 2	Organization	City of Stillwater
Event Title	City Wide Landscape Maintenance Services	Workgroup	Purchasing
Event Description	City of Stillwater will receive sealed bids for	Event Owner	John McClenny
Event Type	IFB	Email	john.mcclenny@stillwater.org
Issue Date	2/17/2024 06:00:03 AM (CT)	Phone	
Close Date	3/20/2024 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Tus Nua Lawn and Landscape LL	Oklahoma City	OK	3/11/2024 08:29:57 AM (CT)	22	\$80,100.00
Gladiator Construction Services	Hennessey	OK	3/20/2024 02:34:35 PM (CT)	22	\$107,600.00
BrightView Landscape Services,	Oklahoma City	OK	3/20/2024 08:27:12 AM (CT)	22	\$135,204.34

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	4.g. CC-24-41
Previous/Related Action:	None.
Background/Issue:	The City of Stillwater purchases approximately 280,000 gallons of fuel each year. 145,000 gallons is unleaded gasoline and 135,000 gallons is diesel fuel. Specifications listed within the request for bids require that vendors provide a least four convenient refueling locations in different geographic areas of Stillwater along with refueling locations throughout the state of Oklahoma and the surrounding areas.
Proposal/Solution:	Bids were solicited for a new fuel purchase agreement beginning in FY24/25. The bid was advertised in the Newspress, on the City's website and three potential bidders were notified of the bid. The low bid was received from OnCue Marketing LLC. They are a local vendor with multiple locations in Stillwater and throughout the state of Oklahoma.
Financial Source/Impact:	Adequate funds are budgeted in the FY24/25 budget for refueling services.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends awarding the bid to OnCue Marketing LLC.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. Fuel Contract 2024
2. Bid Tabulation by Line Item Spreadsheet (10)

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is between the City of Stillwater (CITY), a municipal corporation, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

OnCue Marketing, L.L.C.

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, CITY has approved certain specifications and advertised for or solicited Bids on the following goods or services:

Bid #18-2024 City Vehicle Fuel

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to CITY, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City Manager, this document will become the Purchase Agreement for such Goods and/or Services.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. DOCUMENTS COMPRISING THE AGREEMENT.

The entire Bid Packet is incorporated herein by reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet.

2. PURCHASE AND SALE.

Seller agrees to sell CITY the Goods and/or Services for the price and upon the delivery terms set forth in the bid response. CITY agrees to pay Seller the price set forth in the bid response based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to CITY, (ii) the CITY's acceptance thereof, and (iii) Seller's submission and CITY's approval of a verified claim of the amount due. CITY shall not pay any late charges or fees.

3. APPROXIMATE QUANTITIES.

CITY does not guarantee a specific quantity. On all items which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Seller. Payment on the unit price items will be based on the actual number of units ordered after award.

4. IRREVOCABLE OFFER.

Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless the CITY's City Manager executes this Agreement accepting Seller's Bid. No CITY officer, employee or agent except the City Manager has the authority to award contracts or legally obligate the CITY to any contract. Seller shall not provide any Goods and/or Services to CITY pursuant to this Agreement before this Agreement is executed by CITY. If Seller provides any Goods and/or Services to CITY before this Agreement is executed by CITY, such Goods and/or Services are provided at Seller's risk and CITY shall have no obligation to pay for any such Goods and/or Services.

5. TERM.

The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the City Manager and terminating one year from that date. CITY in its sole discretion may offer Seller an opportunity to renew this Agreement for three (3) additional one (1) year terms. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by CITY of the Goods and/or Services set forth in this Agreement is subject to CITY's needs and to CITY's annual appropriation of sufficient funds in CITY's fiscal year (July 1st to June 30th) in which such Goods and/or Services is purchased. In the event CITY does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by CITY.

6. WARRANTIES.

Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that that Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by CITY, whichever is later, or as specified in the Technical Specifications, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

7. WARRANTY REMEDIES.

CITY shall notify Seller if any Goods and/or Services fail to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Good and/or Services shall be determined by CITY to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by CITY, then CITY at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.

8. SELLER BEARS RISK.

The risk of loss or damage shall be borne by the Seller at all times until the Acceptance of the Goods or Services by CITY.

9. NO INDEMNIFICATION BY CITY.

Contractor understands and acknowledges that CITY is a municipal corporation that is funded by its ratepayers to operate for the benefit of the citizens of Stillwater. Accordingly, and pursuant to Oklahoma law, CITY shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Seller shall not limit its liability to CITY for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. CITY reserves the right to pursue all legal and equitable remedies to which it may be entitled.

10. INDEMNIFICATION BY SELLER.

Seller agrees to save CITY and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Seller, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from Seller in connection with the Goods and/or Services to be provided or performed hereunder. Seller agrees to indemnify, defend, and save harmless CITY and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

11. NO INSURANCE BY CITY.

If CITY is leasing Goods herein, CITY shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. CITY is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

12. NO CONFIDENTIALITY.

Seller understands and acknowledges that CITY is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.

13. NON-RESPONSIVE BIDS.

Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if CITY accepts Seller's Bid and awards a contract to Seller based on such Bid, CITY shall not be bound to any exceptions, changes, or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by CITY in writing will be void and of no force and effect.

14. COMPLIANCE WITH LAWS.

Seller shall be responsible for complying with all applicable federal, state and local laws, regulations, and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

15. TERMINATION.

CITY, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of the CITY. If this Agreement is so terminated, CITY shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. CITY's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

16. PRICE CHANGES.

The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Seller is bound by prices submitted on its Bid Form.

17. RIGHT TO AUDIT.

The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by CITY or its designees. Seller is required to retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of this Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

18. NOTICE.

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or depositing in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller:

On Cue Marketing L.L.C.
916 N. Main
Stillwater, OK 74075

- ii. To CITY: City Clerk
723 S. Lewis / P.O. Box 1449
Stillwater, OK 74076-1449

19. RELATIONSHIP OF PARTIES.

The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the CITY under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the CITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the CITY for its employees. The Seller shall be solely liable for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have the right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

20. THIRD PARTIES.

This Agreement is between CITY and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.

21. TIME OF ESSENCE.

CITY and Seller agree that time is deemed to be of the essence with respect to this Agreement.

22. BINDING EFFECT.

This Agreement shall be binding upon CITY and Seller and their respective successors, heirs, legal representatives and permitted assigns.

23. HEADINGS.

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

24. SEVERABILITY PROVISIONS.

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

25. GOVERNING LAW AND VENUE.

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. CITY does not and will not agree to binding arbitration of any disputes.

26. NO WAIVER.

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

27. ENTIRE AGREEMENT / NO ASSIGNMENT.

This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended

in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by CITY and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without CITY's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

28. MULTIPLE COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

29. INTERPRETIVE MATTERS AND DEFINITIONS.

The following interpretive matters shall be applicable to this Agreement:

- i. Unless the context otherwise requires:
 - (a) All references to Sections are to Sections of this Agreement;
 - (b) Each term defined in this Agreement has the meaning assigned to it;
 - (c) "Or" is disjunctive but not necessarily exclusive;
 - (d) Words in a singular include the plural and vice versa.
 - (e) All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- ii. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- iii. Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- iv. The word "including" means "including, without limitation" and does not limit the preceding words or terms;
- v. All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.

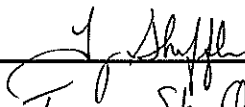
30. EQUAL EMPLOYMENT OPPORTUNITY.

Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

31. AUTHORITY TO BIND.

The undersigned individual states that s/he has the authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: On Cue Marketing LLC
Sign Here ► 
Printed Name: Tommy Shreffler
Title: Vice President, Operations
Date: 4/1/24

ATTEST:

Corporate Secretary

OnCue Marketing L.L.C., 916 N. Main, Stillwater, Ok 74075
Company Name/Address [Please Print] Address City State
Zip Code

(405) 372-7665 () - tshraffle@oncueexpress.com
Telephone Number Fax Number Email Address

City of Stillwater, OKLAHOMA,
A municipal corporation,

ATTEST:

By: _____
City Manager, Kimberly Meek

Date: _____

City Clerk

APPROVED:

City Attorney, Kimberly Carnley

1	Unleaded Gasoline								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Colonial Oil Industries (Colonial	1	Gallon		-\$0.01		Tax exempt for applicable taxes with exem		
	Boyett Petroleum (Stan Boyett &	1	Gallon		\$0.02		You have various fueling options available t		
	OnCue (OnCue Marketing L.L.C.)	1	Gallon		\$0.05		Five cents off of pump price minus taxes		

2	#2 Diesel Fuel								
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Colonial Oil Industries (Colonial	1	Gallon		-\$0.01		Tax exempt for applicable taxes with exem		
	Boyett Petroleum (Stan Boyett &	1	Gallon		\$0.02		You have various fueling options available t		
	OnCue (OnCue Marketing L.L.C.)	1	Gallon		\$0.05		Five cents off of pump price minus taxes		



Budget Amendment Request

For Budget Year 2024

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

Office: 405.372.0025
Web: stillwater.org

Date: 04/05/2024

Department: Transportation

Requested by: Candy Staring

Explanation:

Expenditures:

Decrease budget appropriations to close FY18 and FY19 pavement management program projects. Remaining project balance will stay in the Transportation Sales Tax Fund and be available to appropriate for future projects.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
FY18 Pavement Management	2604035 - 54008	18TR01260	\$ 2,000	(\$ 2,000)	\$ 0
FY18 Pavement Management	2604035 - 54009	18TR01260	\$ 576,973	(\$ 576,973)	\$ 0
FY18 Pavement Management	2604035 - 54020	18TR01260	\$ 86,387	(\$ 86,387)	\$ 0
FY19 Pavement Management	2604035 - 54009	19TR01260	\$ 1,288,325	(\$ 1,288,325)	\$ 0
	-				\$ 0

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

(\$ 1,953,685)

Reviewed by Department Manager: Candy Staring

Date: 5 Apr 2024

Reviewed by Finance: Cheryl Clark

Date: 4-5-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	4.i. CC-24-42
Previous/Related Action:	
Background/Issue:	Bids for this project were advertised (March 2nd and March 9th) and posted March 2nd, opened on March 27th. City staff requires an extension of time to review the funding plan after reviewing the bids received.
Proposal/Solution:	Approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Couch Park Comfort Station (Bid No. 17-2024), which time period shall not exceed a total of 45 days from the date of bid opening as allowed under state law for good cause shown.
Financial Source/Impact:	This action does not have a financial impact.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends a motion to approve a reasonable extension of 15 additional days to the time period for awarding the contract for the Couch Park Comfort Station (Bid No. 17-2024), which time period shall not exceed a total of 45 days from the date of bid opening as allowed under state law for good cause shown.
Prepared By:	John McClenny, Procurement Mgr.
Reviewed By:	Christy Cluck Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	7.a. CC-24-43
Previous/Related Action:	April 2, 2024, Planning Commission Report
Background/Issue:	The applicant requests review and approval of a Map Amendment to rezone the northwest quarter of the property addressed as 1300 E. Airport Road from Public (P) to General Industrial (IG). The subject property is located on the northeast side of Stillwater and is on the northwest corner of the intersection of N. Perkins and E. Richmond Roads. This location is currently an undeveloped area of Stillwater. The request to rezone to General Industrial is to have the 450+ acres parcel zoned the same for potential future development opportunities. The property to the east and south is zoned General Industrial (IG); with a mix of Commercial General (CG), Agricultural (A), and Light Industrial (IL) districts to the north and northeast across Richmond Road; and a mix of Commercial Shopping (CS), Residential Two & Multi-Family (RTM), Residential Two-Family (RT) and Residential Single Family Small Lot (RSS) districts east across Perkins Road.
Proposal/Solution:	The Planning Commission recommended approval with a 5-0 vote based upon the following findings: • The Land Development Code allows for the rezoning of land via Map Amendments. • General Industrial (IG) is adjacent to this location. • The Comprehensive Plan calls for Industrial and Commercial use at the property's location.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Map Amendment for the property addressed as 1300 East Airport Road.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews

	Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. App Map Amendment
2. Area Map
3. PC 04.02.2024 Meeting Summary

CITY OF STILLWATER - DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REVIEW/ACTION

ZONING:

☒ Map Amendment
☐ Planned Unit Development
☐ Preliminary
☐ Final
☐ Subdivision
☐ Amendment
☐ Specific Use Permit
☐ Annexation

SITE PLANS:

☐ Minor Amendment
☐ Final Drill Site Development Plan

SUBDIVISION:

☐ Lot Split
☐ Commercial Minor Subdivision
☐ Minor Subdivision
☐ Preliminary Plat
☐ Final Plat

OTHER:

☐ Closing
☐ Improvement Plans
☐ Drainage Plans/Study
☐ Drilling Permit

COMMERCIAL USE-BY-RIGHT: Complete a Commercial Building Permit Application **AND** Commercial Use-By-Right Checklist

Title of Subdivision/Plan/Use: _____

Owner(s) of Property: Commissioners of the Land Office

Owner(s) Address: 120 N. Robinson Ave, Ste 1000W Oklahoma City, OK 73102

Owner(s) Phone/Fax/Email: (405) 521-4000

Applicant/Developer of Property: Chamber of Commerce of Stillwater

Applicant/Developer Address: 409 South Main Street Stillwater, OK 74074

Applicant/Developer Phone/Fax/Email: (405) 372-5573

Design Engineer address/phone/fax/email & Registration No.: _____

Surveyor address/phone/fax/email & Registration No.: _____

Address or Description of Property to be Subdivided/Developed: _____

The Northwest Quarter of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma

Original Tract Deed Book and Page Number: N/A

Number of Acres in Development: 160 Acres +/-

Number of Lots Created: One

Current Zoning/Requested Zoning: Current Zoning: Public "P" / Requested Zoning: General Industrial "IG"

Reason for zoning request/use permit/map amendment (describe project):

This northwest corner of the property is the only part of the property that is zoned Public. The intent is to rezone this portion of the property to

General Industrial to match the zoning within the rest of the property.

This application must be accompanied by the appropriate checklist for the type of item being submitted for review. This application must be completed, signed, and dated by the Applicant and Owner(s).

We do hereby certify that the information provided herein is both complete and accurate to the best of our knowledge, and we understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Alan Hymneth 3/7/24
Applicant/Preparer Date

See §1.b of attached Lease Agreement excerpt
Owner/Agent (with documentation) Date

Applicant/Preparer Date

Owner/Agent (with documentation) Date

For City of Stillwater Use Only:

CASE NO#: MA24-01

Submission Date: _____
Approval Date: _____

Processing Tract: IRC N/A, PC 0402, CC 0415
Fees: _____ Number of Copies: _____

**City of Stillwater
Map Amendment Checklist
Chapter 23, Article 3**

Applications will be accepted Monday through Friday, from 8:30 AM to 11:30 AM
Per Resolution CC-2007-16

Zoning district boundaries created under the authority of the City of Stillwater may be amended to change the zoning classification on one or more properties by the City Council. This CHECKLIST identifies the items needed. All items indicated as **SUCH** are required for the submittal to be considered complete.

APPLICANT	REQUIREMENTS	CITY
	Section 23.58	
X	COMPLETED APPLICATION FORM AND CHECKLIST	cja
X	TYPED LEGAL DESCRIPTION SENT TO DIGITALS@STILLWATER.ORG	
X	FILING FEE OF \$250.00 PLUS \$2.00/ACRE \$570	cja
X	A TYPEWRITTEN LIST AND ELECTRONIC/DIGITAL COPY, CERTIFIED BY THE PAYNE COUNTY ASSESSOR, LICENSED ABTRACTOR, ATTORNEY, ENGINEER OR ARCHITECT, OF ALL PROPERTY OWNERS WITHIN THREE HUNDRED (300) FEET OF THE SUBJECT PROPERTY. THE OWNERSHIP LIST SHALL HAVE BEEN PREPARED NO MORE THAN THIRTY (30) DAYS PRIOR TO SUBMISSION.	

Certification: I hereby certify that the information provided herein is both complete and accurate to the best of my knowledge and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Alvin Zannetti 3/7/24
Preparer's Signature Date

3/7/24

Map Amendment Legal Description

The Northwest Quarter of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma

Owner Permitting Authorization

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the State of Oklahoma *ex rel.* Commissioners of the Land Office having its principal office located at 204 N. Robinson, Suite 900, Oklahoma City, OK 73102 (hereinafter referred to as "Lessor") and The Chamber of Commerce of Stillwater, Oklahoma, with a Tax ID# of 73-0470095, having its principal office at 409 S. Main St., Stillwater, OK 74074, (hereinafter referred to as "Lessee").

BACKGROUND

Lessor owns the certain plot, parcel, or tract of land, together with all rights and privileges arising in connection therewith, consisting of 371.96 acres, more or less, located north of the railroad right of way on the NW/4, Part of the NE/4, and Part of the SE/4 of Section 36, T-20N, R-2E, EIM, in Payne County, State of Oklahoma (hereinafter referred to as the "Property").

The parties agree as follows:

I. LEASE.

- (a) Lessor hereby grants Lessee a short-term commercial lease on the Property consisting of 371.96 acres MOL, as described on **Exhibit A**.
- (b) During the Term and the Renewal Term, Lessee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property, to apply for and obtain permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee's discretion. This includes, without limitation, applications for zoning variances, zoning ordinances, special use permits, and otherwise to do those things on or off the Property that, in the opinion of Lessee, are necessary to determine the physical condition of the Property, the environmental history and the feasibility or suitability of the Property, all at Lessee's expense.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this 27
day of July, 2022.

LESSEE: THE CHAMBER OF COMMERCE OF STILLWATER, OKLAHOMA

By: [Signature]
Name: Justin Minges
Title: President and CEO



INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF PAYNE)

Before me, a Notary Public, in and for the County of Payne, State of on the 27th day of July, 2022, personally appeared Justin Minges, President and CEO of The Chamber of Commerce of Stillwater, Oklahoma, an Oklahoma not for profit corporation, to me known to be the identical person who executed the foregoing instrument and acknowledged to me he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth the day and year last written above.

(Notary Public)

[Signature]

My Commission Expires: 7.20.2024

LESSOR: STATE OF OKLAHOMA EX REL. COMMISSIONERS OF THE LAND OFFICE

By: [Signature]
Name: ~~Elliot Chambers~~ DAN WHITMARSH
Title: ~~Secretary~~ ACTING SECRETARY

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) ss
COUNTY OF OKLAHOMA)

Before me, a Notary Public, in and for the County of Oklahoma, State of on the 17th day of AUGUST, 2022, personally appeared Dan Whitmarsh, Acting Secretary of the State of Oklahoma ex rel. Commissioners of the Land Office, to me known to be the identical person who executed the foregoing instrument and acknowledged to me he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth the day and year last written above.

(Notary Public)

[Signature]

My Commission Expires: 12/25/2023

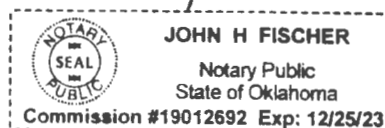


Exhibit A

The northeast quarter of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma;

AND

* The northwest quarter of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma;

AND

U.S. Government Lots 3, 4, 5 and 6, (also described as the southeast quarter) Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, LESS AND EXCEPT a part of said U.S. Government Lot 5, being more particularly described as follows:

With a basis of bearing being the east line of U.S. Government Lots 4 and 5 of said Section 36 being North 00°56'44" West;

Beginning (P.O.B.) at the southeast corner of Lot 5 of said Section 36;

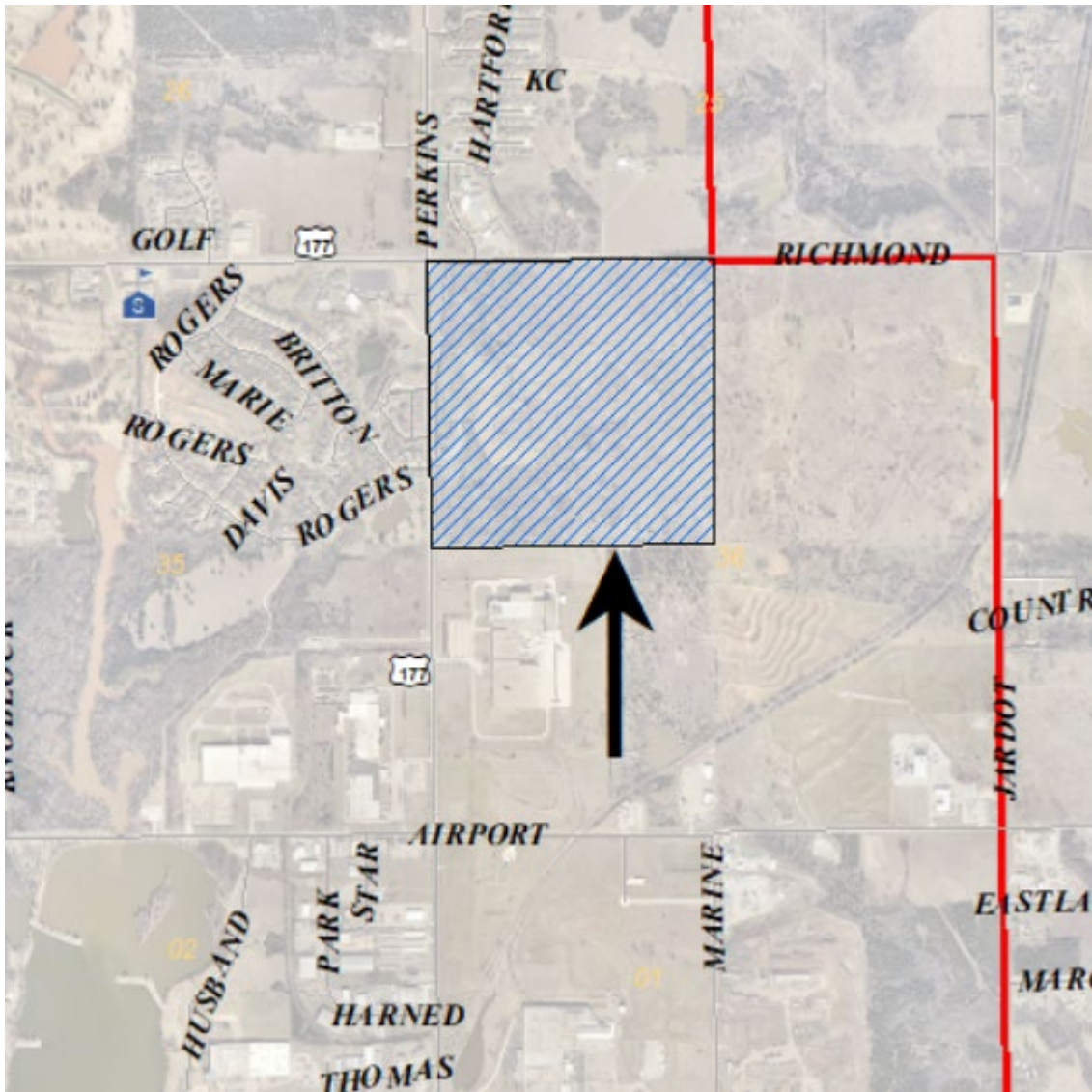
Thence North 00°56'44" West along the east line of Lot 5 of said Section 36, a distance of 1064.42 feet;

Thence South 89°28'17" West parallel with the south line of Lot 5 of said Section 36, a distance of 1064.42 feet;

Thence South 00°56'44" East parallel with the east line of Lot 5 of said Section 36, a distance of 1064.42 feet to the south line of Lot 5 of said Section 36;

Thence North 89°26'17" East along the south line of Lot 5 of said Section 36, a distance of 1064.42 feet, to the point of beginning.

1908-0012-23



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: MA24-01
Request: Rezone from Public (P) to General Industrial (IG)
Address: NW/4 of 1300 E. Airport Road
Applicant: Chamber of Commerce of Stillwater

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF APRIL 02, 2024
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED MARCH 28th, 2024 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

Jana Phillips, Chair
Mark Prather, Vice Chair
Mike Shanahan, Member
Andrew Van Leuven, Member
Riley Williams, Member

MEMBERS ABSENT

STAFF PRESENT

Kim Payne, Sr. Assistant City Attorney
Jacquelyn Porter, City Planner
Diana Hood, Associate City Planner
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant
Brady Moore, Deputy City Manager

STAFF ABSENT

1. CALL MEETING TO ORDER.

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

2. PUBLIC HEARING

- a. Chamber of Commerce of Stillwater, MAP AMENDMENT (MA24-10), consideration, discussion and possible action, including recommending approval or denial to rezone a portion of property currently addressed as 1300 E. Airport Road, also referred to as the northwest quarter (NW/4) of Section 36, Township 20 North, Range 2 East of the Indian Meridian from Public (P) to General Industrial (IG) district.

Chair Phillips introduces the item and asks staff to present.

Jacquelyn Porter, City Planner presents staff report and asks if there are questions.

Commissioner Shanahan asks staff to clarify the referenced location, the address is listed as Airport Road but the highlighted portion bounds Richmond Rd. Ms. Porter clarifies that the full parcel's address is off of Airport Road; however, only part of that parcel is being requested to be rezoned and that is the northwest corner along Richmond and Perkins Roads.

Commissioner Williams asks what the original purpose was of this chunk being zoned public while the rest is zoned industrial. Ms. Porter invites Brady Moore, Deputy City Manager, to come to the podium as well.

Mr. Moore states that this is CLO – Commissioners of the Land Office Land and that is why most of it is zoned Industrial already and the City does not have record that he know for why that portion is zoned public but is now asking for it to match the surrounding parcel.

Chair Phillips points out that there is also a portion in the southeast corner on Airport Rd that is also zoned public and asks if that is to remain. Mr. Moore responds yes as that is the City's energy center so that is set to remain.

Chair Phillips invites the applicant to come forward and present any additional information.

Elaine Zannotti, President of the Chamber of Commerce of Stillwater comes to the podium and comments that they are looking forward for economic development in Stillwater and plans for that corridor/land are to have it under one zoning classification so that it is consistent with the types of businesses the Chamber would like to attract. Ms. Zannotti also comments that there is the Armstrong industrial facility south of this location and although that is empty now, they would like to attract similar businesses and are hoping by rezoning ahead of time, it will be an incentive.

Vice-Chair Prather asks tentatively what type of projects the chamber is looking for. Ms. Zannotti says that it would probably be for light industrial similar to what the Armstrong facility was; and the chamber owns land to the south of that as well where the HUB is planning to go so also entertainment opportunities, but they plan to focus more on the light industrial and manufacturing.

Vice-Chair Prather asks if there has been any interest in repurposing the Armstrong building. Ms. Zannotti says there has been interest.

Chair Phillips asks if there are any other questions for Ms. Zannotti; none respond. Chair Phillips opens the public hearing and asks if there is anyone that would like to speak in favor; none respond. Chair Phillips asks if anyone would like to speak in opposition; none respond. Chair Phillips opens up the floor to the public for questions.

Mr. David Winslow, here with his wife, owns property on the northeast; has no objection at this time but is curious as to what this property is going to be used for as they have agricultural land. City Attorney Kim Payne states that the hearing tonight is just for the rezoning and not a specific business.

Chair Phillips reads several of the types of businesses that fall under this zoning that they are changing it to would be something they could answer. Mr. Winslow states that is his question and additionally asks to clarify that he understood this property to be school property and asks if the zoning can be changed with state statute as well. Ms. Porter says yes to the zoning under state statute.

Chair Phillips asks if there are any more questions before staff comes up to answer.

Ms. Crystal Shedrick-Hayes, 908 E Richmond Rd, comes to the podium and comments on the following:

- Has 80 acres next to the rezoned property that does beef production.
- Concerned about her water if this area is zoned industrial.
- Says there has been previous oil drilling on the property being rezoned.
- Not opposed to industry change and progress but states that if anyone is ranchers or cow/calf producers they know why they're here.
- Their abstracts run as far back to the land run, and they just want to make sure there are things in place to make sure their land is protected.
- Since the codes did not seem to apply when the drilling was done out there, she wants to be assured that there are codes in place currently that the city will enforce.

Chair Phillips invites staff back up to address both applicants' questions.

Ms. Porter brings up a list of the permitted use by right businesses that can be in general industrial as well as what would be allowed with a specific use permit under industrial general; points out that the areas of concern fall under the specific use and those would require public notice so the neighbors and her would get notified if that did become an option.

Ms. Porter also notes the City is aware of the drilling and if a business comes on this property in order to build the will need to provide documentation that it has been properly capped in compliance with federal and state regulations. Additionally, when building the property developers will need to meet city and ODEQ requirements before the city approves the permits.

Chair Phillips asks for clarification that when Ms. Porter is talking about the state does she mean remediation by the Corporation Commission for the well that's capped. Ms. Porter responds yes, and they will require the documentation that has been approved by those parties.

Chair Phillips asks if Ms. Porter would explain the processes of getting building permits though the city to those who might not be familiar with building permits, earth change permits, etc. Ms. Porter explains that it can be a multi-phase process which usually starting with a pre application meeting that way the city can go over how the project would fit within the City's zoning and building standards; the applicant then submits the building permits and plans with a checklist that outlines the required documents such as drainage studies, water/wastewater demands, document on intensity; multiple departments review the permit and documentation submitted to ensure it meets the requirements and work with the applicant(s) to ensure compliance; once all preliminary requirements have been fulfilled, building and earth change permit will be issued. Ms. Porter continues by stating that the city will inspect throughout the building process to ensure that building codes are met and once all inspections are completed and approved, a certificate of occupancy is issued and the business will be able to open.

Chair Phillips asks staff to elaborate on the storm water runoff requirements with the earth change permitting and asks for clarification that the building plans are reviewed to make sure there is not improper run off once the building is finished. Ms. Porter states that yes, the runoff is reviewed for mitigation both during and after the project is completed.

Chair Phillips asks the citizens if that answered their questions. Ms. Shedrick-Hayes says yes, they were particularly worried about a grow facility

Ms. Porter assured them that that would fall under specific use and they would be notified and it would come back before the board.

Chair Phillips closes the public hearing and asks for findings and alternatives.

Jacqueline Porter, present the findings and alternatives to the commissioners which are:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. General Industrial (IG) is adjacent to this location.
3. The Comprehensive Plan calls for Industrial and Commercial use at the property's location.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed map amendment as presented.

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

Commissioner Williams motions to accept the findings and approve map amendment; Commissioner Shanahan seconds.

Roll Call:	Phillips	Shanahan	Prather	Williams	Van Leuven
	Yes	Yes	Yes	Yes	Yes

Time: 21 minutes

DRAFT

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	7.b. CC-24-44
Previous/Related Action:	April 2, 2024 Planning Commission Report
Background/Issue:	City staff requests review and approval of a text amendment to update City Code Chapter 23, "Land Development Code," Article V, "Use Categories And Limitations," Division 1, "Generally," Section 23-96, "Definitions," by adding the term "Communication Services"; amending Chapter 23, "Land Development Code," Article VI, "Land Use Classifications," Division 5, "Industrial Districts," Section 23-161, "IG General Industrial District" by providing for "Communication Services" As a Permitted Use By Right; amending Article XXIV, Table Of Uses, Section 23-435, Created, by providing for "Communication Services". Periodically, City staff reviews and recommends updates to Chapter 23 of the Land Development Code to provide routine maintenance to ensure the city code is current with best practices that would benefit the Stillwater community and attract new economic development opportunities. City staff recommends approval of a text amendment to update City Code Chapter 23, "Land Development Code," Article V, "Use Categories And Limitations," Division 1, "Generally," Section 23-96, "Definitions," by adding the term "Communication Services"; amending Chapter 23, "Land Development Code," Article VI, "Land Use Classifications," Division 5, "Industrial Districts," Section 23-161, "IG General Industrial District" by providing for "Communication Services" As a Permitted Use By Right; amending Article XXIV, Table Of Uses, Section 23-435, Created, by providing for "Communication Services".
Proposal/Solution:	The Planning Commission recommended approval of the proposed text amendments with a 5-0 vote based upon the following findings: • A text amendment to the Land Development Code is needed to further update this code section.
Financial Source/Impact:	None
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission's recommendation

and approve the Text Amendment to Chapter 23, Land Development Code, Article V, Division 1, Section 23.96; Article VI, Division 5, Section 23-161; and Article XXIV, Section 23-435.

Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. 3534.firstread Amending City Code-Chpt 23
2. PC 04.02.2024 Meeting Summary

ORDINANCE NO. 3534

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING, CHAPTER 23, " LAND DEVELOPMENT CODE," ARTICLE V, "USE CATEGORIES AND LIMITATIONS," DIVISION 1, "GENERALLY," SECTION 23-96, "DEFINITIONS," BY ADDING THE TERM "COMMUNICATION SERVICES"; AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE VI, "LAND USE CLASSIFICATIONS," DIVISION 5, "INDUSTRIAL DISTRICTS," SECTION 23-161, "IG GENERAL INDUSTRIAL DISTRICT" BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT; AMENDING ARTICLE XXIV, TABLE OF USES, SECTION 23-435, CREATED, BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT AS AN IG GENERAL INDUSTRIAL USE; 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 V, Use Categories and Limitations, Division 1, Generally Section 23-96, Definitions, be amended to read as follows:

Sec. 23-96. - Definitions.

Individual uses are defined as follows:

Accommodation means establishments that provide customers with lodging on a transient basis, including hotels, motels, bed and breakfasts and shelters.

Adult business means a specific range of establishments that provide customers with products, services, materials, entertainment venues, or activities as set forth in section 23-245(a).

Agriculture, forestry, fishing and hunting means establishments primarily engaged in growing crops, raising animals, harvesting timber, and harvesting fish and other animals from a farm, ranch, or their natural habitats. These establishments are often described as farms, ranches, dairies, greenhouses, nurseries, orchards, or hatcheries.

Animal and pet keeping services means establishments that operate facilities to meet the needs of animals and pet keeping, such as animal clinics, vet hospitals, kennels, and stables.

Arts and entertainment means a wide range of establishments that operate facilities or provide services to meet varied cultural and entertainment interests of their patrons; this category is comprised of establishments that are involved in producing, promoting, or participating in live performances, events or exhibits intended for public viewing and those

establishments that preserve and exhibit objects and sites of historical, cultural, or educational interest.

Beverage services means establishments that provide customers with beverages for immediate consumption; the primary revenue of such establishments is derived from the sale of beverages.

Boardinghouse/roominghouse means a building where, for compensation and by prearrangement for definite periods, sleeping and living quarters, and/or meals (but not individual cooking facilities) are provided to three or more, but not exceeding 40 persons.

Chemical manufacturing means establishments engaged in the transformation of organic and inorganic raw materials by a chemical process and the formulation of products.

Child and adult care services means licensed establishments engaged in providing day services and/or treatment for adults or children, but not residential service. These are more specifically identified as family child care home, large child care home, and child care centers.

Churches and religious institutions means establishments engaged in providing church and religious services and activities.

Collocation means the mounting or installation of transmission equipment on an existing telecommunications tower or other support structure for the purpose of transmitting and/or receiving radio frequency signals for providing telecommunications services.

Communication services mean businesses, facilities or establishments which house or operate networked computers and data and transaction processing equipment and support equipment, including, without limitation, power and cooling equipment, used to provide data and transaction processing services, including, without limitation, all activities described by category 518210 of the North American Industrial Classification System (NAICS), as published in 2002 and all subsequently published iterations; provided also that this category shall include all facilities for ancillary office, administrative, or utility service uses involved in or related to any services or activities described in this category, whether taking place in the same or appurtenant buildings, facilities, or structures, including without limitation electrical substations.

Computer and electronic product manufacturing and electrical equipment, appliance, and component manufacturing means establishments engaged in the manufacture of computers, computer peripherals, communications equipment, and similar electronic products and components for such similar electronic products, or the manufacture of products that generate, distribute and use electrical power.

Construction means establishments engaged in the residential and nonresidential construction of buildings, in heavy and civil engineering, and in specialty trade contracting such as building equipment contractors.

Conventional single-family, detached or zero lot-line means one dwelling unit, freestanding and structurally separated building, located on a lot or building site that is unoccupied by any other dwelling unit or principal structure.

Educational services, establishments, educational institutions and educational facilities mean establishments that provide instruction and training in a wide variety of subjects and by specialized establishments such as schools, colleges, universities, and training centers which may be privately owned and operated for profit or not for profit, or they may be publicly owned and operated.

Financial institutions and services means establishments engaged in financial transactions (transactions involving the creation, liquidation, or change in ownership of financial assets) and/or in facilitating financial transactions.

Food, beverage and tobacco product manufacturing means establishments that transform livestock and agricultural products into products for intermediate or final consumption and are distinguished by the raw materials processed into food products; manufacturing of beverages and tobacco products in the following establishments:

- (1) Those that manufacture nonalcoholic beverages;
- (2) Those that manufacture alcoholic beverages through the fermentation process;
- (3) Those that produce distilled alcoholic beverages;
- (4) Those engaged in redrying and stemming tobacco; and
- (5) Those that manufacture tobacco products such as cigarettes and cigars.

Food services means establishments that provide customers with meals or snacks for immediate consumption; the primary revenue of such establishments is derived from the sale of food.

Freestanding self-service facilities means any self-service use including, but not limited to, automatic bank teller machines, postal vending and depository facilities, or newspaper vending machines, which are located in freestanding structures devoted solely to such use either on a separate lot or as an accessory use within a complex of buildings.

Furniture and related product manufacturing means establishments that make furniture and related articles such as mattresses, window blinds, cabinets, and fixtures using processes such as cutting, bending, molding, laminating, and assembly of such materials as wood, metal, glass, plastics, and rattan.

Health care and social assistance means establishments providing health care and social assistance for individuals on a continuum starting with

those establishments providing medical care exclusively, continuing with those providing health care and social assistance, and finally with those providing only social assistance; this category includes nursing and residential care facilities, ambulatory surgical care facilities, and hospitals.

Information means establishments engaged in printing and publishing industries and in telecommunications.

Leather and allied product manufacturing means establishments that transform hides into leather by tanning or curing and fabricating the leather into products for final consumption.

Machinery part manufacturing means establishments that create end products that apply mechanical force, such as the application of gears and levers, to perform work. Although processes are similar to fabricated metal products manufacturing, this machinery manufacturing typically employs multiple metal forming processes.

Manufactured home means that term as defined in section 23-7.

Medical marijuana commercial grower means a grower as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations. Commercial grower operations can be either indoor or outdoor operations.

Medical marijuana dispensary means a retailer as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations.

Medical marijuana processing means a process or processor as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations.

Mining establishments means establishments that extract naturally occurring mineral solids, including but not limited to coal and ores; liquid minerals, including but not limited to crude petroleum; and gases, including but not limited to natural gas. The term "mining establishments" includes quarrying, well operations, beneficiating (e.g., crushing, screening, washing, and flotation), and other preparation customarily performed at the mine site, or as a part of mining activity.

Miscellaneous manufacturing means businesses that make a wide range of products not otherwise classified.

Mixed use means one or more dwelling units located, in the rear or second floor, in a building in which the first floor is utilized primarily by a commercial use at the building front or storefront, and where such commercial use is permitted in the zoning district.

Modular home means that term as defined in section 23-7.

Mobile home means that term as defined in section 23-7.

Multifamily means three or more dwelling units contained within one building that is freestanding and structurally separated from any other building or group of dwelling units but are located on the same lot.

Nonmetallic mineral product manufacturing means establishments that transform mined or quarried nonmetallic minerals, such as sand, gravel, stone, clay, and refractory materials, into products for intermediate or final consumption. Processes used include grinding, mixing, cutting, shaping, and honing; heat is often used in the process and chemicals are frequently mixed to change the composition, purity, and chemical properties for the intended product.

Oil and gas industry services means businesses which provide support to the oil and gas industry operations including offices, storage and repair of equipment and vehicles, parking of vehicles or equipment. Such uses shall not include drilling, refining and storage, transloading or transportation of petroleum or gas products, bi-products or waste.

Paper manufacturing means establishments that make pulp, paper, or converted paper products including:

- (1) The separating of the cellulose fibers from other impurities in wood or used paper;
- (2) Matting these fibers into a sheet;
- (3) Cutting and shaping techniques that includes coating and laminating activities.

Parking lot/garage means an open, hard-surfaced area, other than a street or public way, to be used for the storage, for limited periods of time, of operable passenger automobiles and commercial vehicles, and available to the public, whether for compensation, free, or as an accommodation to clients or customers.

Personal and laundry services means establishments engaged in providing personal and laundry services such as health and beauty parlors, massage parlors, dry-cleaning, and pet grooming (not boarding and/or training).

Personal storage and warehousing means facilities providing indoor personal storage and warehousing and as an accessory to such use, outdoor storage of personal vehicles, recreational vehicles and watercraft displaying current and valid registration, provided, such outdoor storage does not occupy an area larger than 30 percent of the indoor floor area provided for the primary use.

Petroleum and coal products manufacturing means establishments that transform crude petroleum and coal into usable products with the dominant process being petroleum refining that involves the separation of crude petroleum into component products through such techniques as cracking and distillation.

Plastics and rubber products manufacturing means establishments that make goods by processing plastics materials and raw rubber. The core technology employed is that of plastics or rubber product production.

Primary metal manufacturing and fabricated metal products manufacturing means establishments engaged in the smelting and/or refining of ferrous and nonferrous metals from ore, pig or scrap, using electrometallurgical and other process metallurgical techniques; the manufacture of metal alloys and super alloys by introducing other chemical elements to pure metals; or transforming metal into intermediate or end products, other than machinery, computers and electronics, and metal furniture or treating metals and metal formed products fabricated elsewhere. Processes include forging, stamping, bending, forming, and machining used to shape individual pieces of metal; and welding and assembling used to join separate parts together.

Professional and administrative offices and services means establishments that specialize in providing professional, scientific, administrative, management, employment, real estate, or technical activities or services.

Public administration and service means federal, state and local government agencies that administer, oversee, and manage public programs and have executive, legislative, or judicial authority over other institutions within a given area. The term includes police and fire services.

Recreation means a wide range of establishments that operate facilities or provide services to meet varied recreational interests of their patrons and establishments that operate facilities or provide services that enable patrons to participate in recreational activities or pursue amusement, hobby, and leisure-time interests.

Research and development means establishments engaged in the research or research and development of innovative ideas in technology-intensive fields. The term includes research and development of computer software, information systems, communications systems, transportation, geographic information systems, multi-media and video technology. Development and construction of prototypes may be associated with this use.

Residential design manufactured home means that term as defined in section 23-7.

Retail trade means establishments engaged in retailing merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Retailers are organized to sell merchandise in small quantities to the general public with extensive displays of merchandise and utilizing mass-media advertising to attract customers.

Small cell facility means a low-powered wireless base station which functions much in the same way as larger cells in a wide-area, mobile wireless network that are typically installed relatively high on a telecommunications tower, to provide signal coverage to a large geographic

area. Small cells facilities cover a smaller, targeted, localized area to provide connectivity to wireless network subscribers in areas that typically present capacity and coverage challenges to traditional wide-area wireless networks. Small cell facilities are smaller in size and thus are more conducive to collocation on an existing support structure or installation on a private utility's, single-use utility pole erected for the sole or primary purpose of supporting a small cell facility.

Telecommunications tower means any freestanding structure, other than a utility pole, built or used for the sole or primary purpose of supporting antennas and their associated facilities, licensed or authorized by the Federal Communications Commission, particularly including structures that are constructed for wireless communications services and also including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Textile mills, textile product mills, and apparel manufacturing means establishments that transform a basic fiber (natural or synthetic) into a product, such as yarn or fabric, that is further manufactured into usable items, such as apparel, sheets, towels, and textile bags for individual or industrial consumption. Main processes include preparation and spinning of fiber, knitting or weaving of fabric, and the finishing of the textile. The term includes establishments that make textile products (except apparel) by generally cutting and sewing (e.g., purchasing fabric and cutting and sewing to make nonapparel textile products such as sheets and towels). Processes include cutting and sewing and the manufacture of garments in establishments that first knit fabric and then cutting and sewing the fabric into a garment.

Townhome means a row or group of independent single-family units, located on individual lots or on a common building site. Each unit has independent access to the outside, is not located over another unit, and is separated from any other unit by one or more common fire walls along the common property boundary or unit boundary.

Transportation activities means establishments providing transportation of passengers and cargo, scenic and sightseeing transportation and support activities related to modes of transportation, whether by air, rail, water, road, or pipeline.

Transportation and equipment manufacturing means establishments that produce equipment for transporting people and goods.

Two-family means a building (duplex) located on a lot or building site that is unoccupied by any other principal structure, and which provides independent living facilities for occupancy by two families such that the two dwelling units are placed adjacent to one another with structural parts touching.

Unit (condominium) ownership means ownership of an individual unit located within a multiunit building or multibuilding development pursuant to the Unit Ownership Estate Act, 60 O.S. § 501 et seq.

Utility or utilities means establishments engaged in the provision of the following utility services: electric power, natural gas, steam supply, water supply sewage removal and telecommunications services. Specific activities associated with the utility services provided by utilities include the following:

- (1) Electric power includes generation, transmission, and distribution;
- (2) Natural gas includes distribution;
- (3) Steam supply includes provision and/or distribution;
- (4) Water supply includes treatment and distribution
- (5) Sewage removal includes collection, treatment, and disposal of waste through sewer systems and sewage treatment facilities; and
- (6) Telecommunications includes the transmission of signs, signals, messages, words, writings, images and sounds or information of any nature by wire, radio, optical or other electromagnetic systems.

Utility pole means a long, slender, generally vertical and usually cylindrical object, other than a telecommunications tower, that is or may be used in whole or in part by a public or private utility for wireline, wireless or optical telecommunications, electrical distribution, lighting, traffic control, signage or similar functions.

Vehicle/equipment sales, rental, and service means establishments primarily engaged in the sale or rental of personal or commercial vehicles and equipment and which includes incidental maintenance and repair facilities; and establishments that sell, install, and service vehicle equipment and parts, including body repairs and painting.

Warehousing and storage means establishments engaged in operating warehousing and storage facilities for general merchandise, refrigerated goods, and other warehouse products. These industries do not sell the goods they handle but can provide logistical services related to the distribution of goods.

Waste management and remediation services means establishments engaged in the collection, treatment, and disposal of waster materials, including the local hauling of waster materials; operating materials recovery facilities; providing remediation services; and providing septic pumping and other miscellaneous waste management services.

Wholesale trade means establishments engaged in wholesaling merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Wholesalers are organized to sell or arrange the purchase or sale of:

- (1) Goods for resale;

- (2) Capital or durable nonconsumer goods;
- (3) Raw and intermediate materials and supplies used in production.

Wood product manufacturing means establishments that manufacture wood products such as lumber, plywood, veneers, wood containers, wood flooring, wood trusses, manufactured homes, and prefabricated wood buildings. The term includes sawing, planing, shaping, laminating, and assembling of wood products starting from logs that are cut into bolts, or lumber that then may be further cut, or shaped by lathes or other shaping tools.

Section 2. That Stillwater City Code, Chapter 23, Land Development Code, Article VI, Land Use Classifications, Division 5, Industrial Districts, Section 23-161, IG General Industrial District, be amended to read as follows:

Sec. 23-161. - IG General Industrial District.

- (a) Permitted by right. The following uses will be permitted by right in the IG General Industrial District:

- (1) Communication services.
- (2) ~~(1)~~ Construction.
- (3) ~~(2)~~ Food, beverage and tobacco product manufacturing.
- (4) ~~(3)~~ Leather and allied products manufacturing.
- (5) ~~(4)~~ Machinery part manufacturing.
- (6) ~~(5)~~ Miscellaneous manufacturing.
- (7) ~~(6)~~ Nonmetallic mineral product manufacturing.
- (8) ~~(7)~~ Oil and gas industry services.
- (9) ~~(8)~~ Paper manufacturing.
- (10) ~~(9)~~ Parking lots/garages.
- (11) ~~(10)~~ Plastics and rubber products manufacturing.
- (12) ~~(11)~~ Public administration and service.
- (13) ~~(12)~~ Research and development.
- (14) ~~(13)~~ Telecommunications tower.
- (15) ~~(14)~~ Transportation activities.
- (16) ~~(15)~~ Transportation and equipment manufacturing.

(17) ~~(16)~~ Utilities.

(18) ~~(17)~~ Warehousing and storage.

(19) ~~(18)~~ Waste management and remediation services.

(20) ~~(19)~~ Wood product manufacturing.

(b) Specific use permit. The following uses are permitted by specific use permit in the IG district:

(1) Chemical manufacturing.

(2) Medical marijuana commercial grower, indoor only.

(3) Medical marijuana processing.

(4) Mining.

(5) Petroleum and coal products manufacturing.

(6) Primary metal and fabricated metal products manufacturing.

(7) Textile mills, textile product mills and apparel manufacturing.

(c) Lot size requirements. No minimum lot size requirements are established in the IG district.

(d) Bulk regulations. Bulk regulation requirements in the IG district are as follows:

(1) The maximum structure height as measured from the finished floor elevation of the first floor to the highest point of the roof: No maximum limit.

(2) Setbacks. The following are the minimum required setbacks in the IG district.

a. Minimum front yard: 75 feet on all property boundaries abutting a right-of-way or road/access easement.

b. Minimum side yard: When a side yard has a common boundary with property in any:

1. Residential district, the minimum setback is 75 feet. All other districts, the minimum setback is 40 feet. Minimum rear yard: When a rear yard has a common boundary with property in any Residential district, the minimum setback is 75 feet;

2. All other districts, the minimum setback is 40 feet.

(3) Maximum lot coverage: No maximum limit to lot coverage is established in the IG district.

(e) Exceptions. Any number of structures or uses may be constructed or established on a single lot, but no single lot shall be smaller than the minimum lot area required to accommodate the principal use/structure and all accessory uses/structures.

Section 3: That Stillwater City Code, Chapter 23, Land Development Code, Article XXIV, Table of Uses, Section 23-435, Created, be amended to read as follows:

Sec. 23-435. - Created

The following is a comprehensive zoning table of uses:

COMPREHENSIVE ZONING USE TABLE

P = Permitted by right

S = Specific use permit

Uses	RSL	RSS	RT	RT M	RMI	RMU	HR	MH	NTZ	O	CS	CB	CG	IL	IG	A
Accommodation (bed and breakfast only in RSS and RSL)	S	S			S	S	P			S	P	P	P	P		
Agriculture, Forestry, Fishing and Hunting																P
Animal and Pet Keeping Services													S		P	P
Arts and Entertainment												P	P			
Bed and breakfast/hotel/motel										S	P	P	P			
Beverage Services										S	P	P	P	P		
Boarding house/Rooming house	S			P	P	P	P					P				
Chemical Manufacturing															S	
Child and Adult Care Services	S	S	S	S	S	S	S	S		P	S		S	S		
Churches and Religious Institutions	S	S	S	P	P	P	P			P			P			
<u>Communication Services</u>															<u>P</u>	

Computer and Electronic Product Manufacturing and Electrical Equipment, Appliance, and Component Manufacturing													S	P		
Construction											S		S	P	P	
Conventional single-family detached or zero lot line	P	P	P	S				S	P							P
Educational Services	S	S	S	S	S	S	S			P	P	P				S
Financial Institutions and Services										P	P	P	P			
Food, Beverage, and Tobacco Product Manufacturing													S	P		
Food Services										S	P	P	P	P		
Free-Standing Self-Service Facilities					P	P				P	P	P	P	P		
Furniture and Related Product Manufacturing														S		
Health Care and Social Assistance				S	S					P	S		P			
Information										S	P	S	P	P		
Leather and Allied Product Manufacturing														S		
Machinery Part Manufacturing															P	
Manufactured Home								p								P
Mining															S	S
Mixed Use						P	P			P	P	P	S			
Modular Home	P	P	P					S	P							P
Mobile Home								P								P
Mobile Home Park													S			P
Multi-Family				P	P	P	P				S	P				
NonMetallic Mineral Product Manufacturing															S	
Paper Manufacturing													S	S	P	
Parking Lot/Garage					P	P	P			S		P	P	P	P	
Personal and Laundry Services					S	S				S	P	P	P	P		
Personal Storage and Warehousing											P		P	P		
Petroleum and Coal Products Manufacturing															S	
Plastics and Rubber Products Manufacturing															P	
Primary Metal and Fabricated Metal Products Manufacturing															P	
Professional and Administrative Offices and Services										P	P	P	P	P		
Public Administration and Service										P	S	P	S	P	P	S

Recreation										S		P	P			S
Research and Development										S			P	P	P	
Residential Design Manufactured Home	P	P	P													P
Retail Trade											P	P	P			
RV Park													S			
Telecommunications Tower					S	S	S						S		P	P
Textile Mills, Textile Product Mills, and Apparel Manufacturing														S	S	
Townhome		S	S	P	P				P			P				
Transportation Activities											S		P	P	P	
Transportation and Equipment Manufacturing															P	
Two-Family			P	P	P				P							
Unit (condominium) ownership		P	P						P			P				
Utilities													P	P	P	P
Vehicle/Equipment Sales, Rental, and Service											S		P	P		
Warehousing and Storage														P	P	S
Waste Management and Remediation Services															P	
Wholesale Trade													P			
Wood Product Manufacturing														S	P	

Section 4: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Section 5: 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 _____, 2024.

(SEAL)
ATTEST:

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS __DAY OF _____, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 04/15/2024

Second Reading: 05/06/2024

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF APRIL 02, 2024
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED MARCH 28th, 2024 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

Jana Phillips, Chair
Mark Prather, Vice Chair
Mike Shanahan, Member
Andrew Van Leuven, Member
Riley Williams, Member

MEMBERS ABSENT

STAFF PRESENT

Kim Payne, Sr. Assistant City Attorney
Jacquelyn Porter, City Planner
Diana Hood, Associate City Planner
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant
Brady Moore, Deputy City Manager

STAFF ABSENT

1. CALL MEETING TO ORDER.

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

2. PUBLIC HEARING

- b. TEXT AMENDMENT (TXT24-01), consideration, discussion and a possible action, including recommending approval or denial of a text amendment to Stillwater City Code Chapter 23, "Land Development Code," Article V, "Use Categories And Limitations," Division 1, "Generally," Section 23-96, "Definitions," by adding the term "Communication Services"; amending Chapter 23, "Land Development Code," Article VI, "Land Use Classifications," Division 5, "Industrial Districts," Section 23-161, "IG General Industrial District" by providing for "Communication Services" As a Permitted Use By Right; amending Article XXIV, Table Of Uses, Section 23-435, Created, by providing for "Communication Services".

Chair Phillips invites staff forward to present the item.

Jacquelyn Porter, City Planner presents staff report and asks if there are questions.

Commissioner Shanahan asks what exactly would fall under communication services. Ms. Porter invites Deputy City Manager Brady Moore forward for clarification.

Mr. Moore says a specific example of what they are proposing to add this definition for is a data center. Commissioner Shanahan asks what that is and Mr. Moore responds it's a Data Center Campus.

Vice Chair Prather asks if this is just because there was any place for that to fit in the current code. Mr. Moore responds yes, projects go through the city planners to check if they are code compliant and the goal is to have an answer in the code for everything but this fell in a grey area and they are hoping to update our code and provide a better definition as well as separate it from things like bit coining and wanted to have something more specific for communication services.

Vice Chair Prather points out that bit coining could possibly fall under this as well. Mr. Moore said he feels it would not but they are planning on adding more definitions to update the code and add bit coining as a Specific Use Permit but believes that can be brought back at a later time as needed

Chair Phillips makes a comment that lots of times codes fall behind the curb of industry development and how she views this is a way to keep up with current business and industry growth and development.

Chair Phillips then opens the public hearing and asks if anyone would like to speak in favor of this item; none respond. Chair Phillips asks if anyone would like to speak in opposition; none respond. Chair Phillips asks if there are any general questions.

Ms. Crystal Shedrick-Hayes, 908 E Richmond Rd., points out that this would fall under the IG zoning change and would apply to the zoning on the previous item and wants to know if this communication center includes the tower that was voted against last year. Mr. Moore responds that he believes she is talking about the Park View Estates tower and that project has been moved and is now being located to the City's facility of Hoyte Grove park off 8th Avenue.

Chair Phillips asks if there are any other questions; none respond. Chair Phillips closes the public hearing and for findings and alternatives.

Jacquelyn Porter presents the finding and alternatives which are:

Findings:

1. A text amendment to the Land Development Code is needed to further update these sections of code.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Text Amendment as presented.
2. Find that the Text Amendment is appropriate for the Definition with identified amendments and recommend the City Council approve the request.
3. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
4. Find that the Text Amendment is not needed and do not recommend that the City Council approve the request.

Commissioner VanLeuven motions to accept the findings and recommend that the City Council approve the Text Amendment as presented; Vice Chair Prather seconds the motion.

Roll Call:	Phillips	Shanahan	Prather	Williams	Van Leuven
	Yes	Yes	Yes	Yes	Yes

Time: 10 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	8.a. CC-24-45
Previous/Related Action:	N/A
Background/Issue:	To comply with the Oklahoma Municipal Budget Act (11 O.S. Section 17-201 through 17-216), the City adheres to the following process to adopt the annual budget: • Prior to June 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July 1. • A public hearing is held no later than fifteen days prior to July 1. • After the public hearing and at least seven days prior to July 1, the City Council adopts the budget by resolution. • The adopted budget is filed with the State Auditor and Inspector within thirty days after the beginning of the fiscal year.
Proposal/Solution:	The proposed budget is attached for Council's consideration. Revenue projections are made using historical data and adjusted based on current trends and economic performance. The FY25 proposed revenue projections are \$161.7M compared to \$153.4M in FY24. In preparing the expenditure budget, department directors are provided a budget allocation and use that allocation to develop budgets to achieve departmental strategies. Each department's budget submission is measured for reasonableness against a rolling three-year average of actual expenditures, and increases must be justified. The FY25 proposed expenditure budget is \$144.7M compared to \$133.8M in FY24.
Financial Source/Impact:	N/A
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	N/A - report for informational purposes only
Prepared By:	Christy Cluck, Finance Director
Reviewed By:	Christy Cluck

	Teresa Kadavy
Submitted By:	Kimberly Meek, City Manager

Attachments

1. FY25 Budget Presentation
2. City of Stillwater - Budget Summary
3. SUA - Budget Summary
4. SEDA - Budget Summary
5. General Fund Budget Analysis

FY25 Proposed Budget

APRIL 15, 2024

Strategic Priorities

⦿ Strategic Priority #1

- EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

⦿ Strategic Priority #2

- MOTIVATED MANAGEMENT

⦿ Strategic Priority #3

- SAFE COMMUNITY

⦿ Strategic Priority #4

- CONNECTED SPACES

⦿ Strategic Priority #5

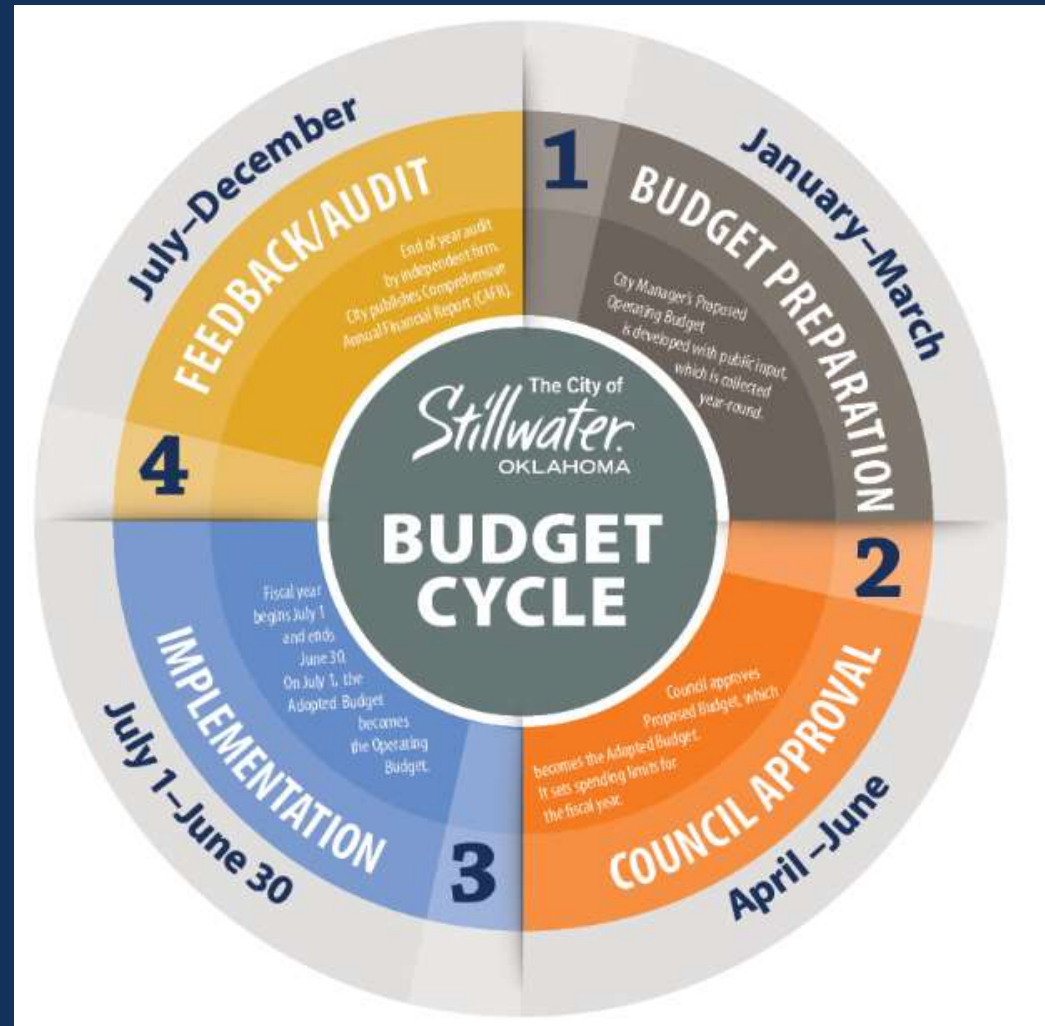
- UNIQUE CULTURE

⦿ Strategic Priority #6

- ENGAGED & INVESTED RESIDENTS

Budget Timeline

- ◎ April 15 – City Council Study Session
- ◎ May 20 – Public Hearing
- ◎ June 3 – Budget Adoption
- ◎ July 1 – Start of Fiscal Year 2025



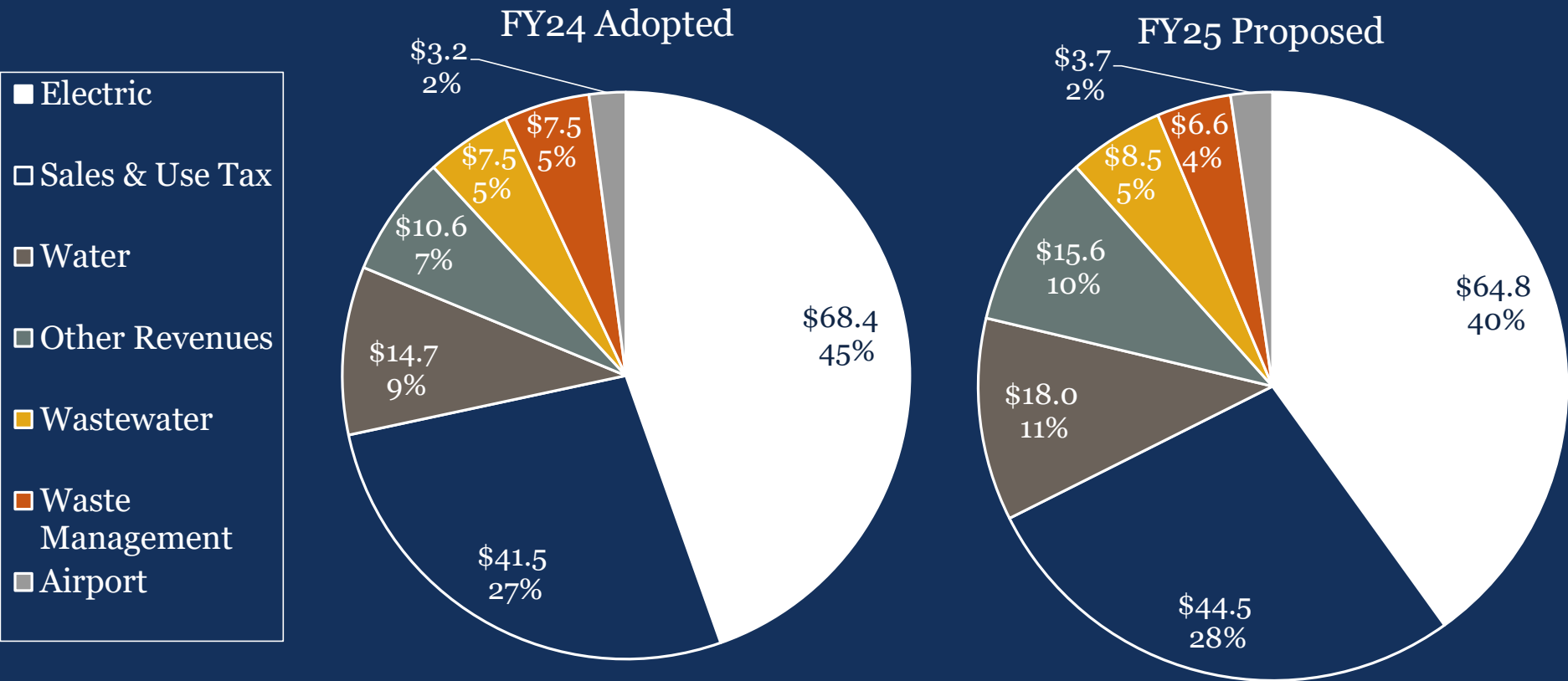
Revenue by Fund Type (in millions)

*transfers excluded

	FY24 Adopted	FY25 Proposed
General Fund	\$ 27.5	\$ 29.2
Other Governmental Funds	\$ 13.4	\$ 16.8
Airport Funds	\$ 3.1	\$ 3.7
SEDA Funds	\$ 0.0	\$ 0.2
SUA Funds	\$109.4	\$ 111.8
Total	\$153.4	\$ 161.7

Revenue by Source (in millions)

*transfers excluded



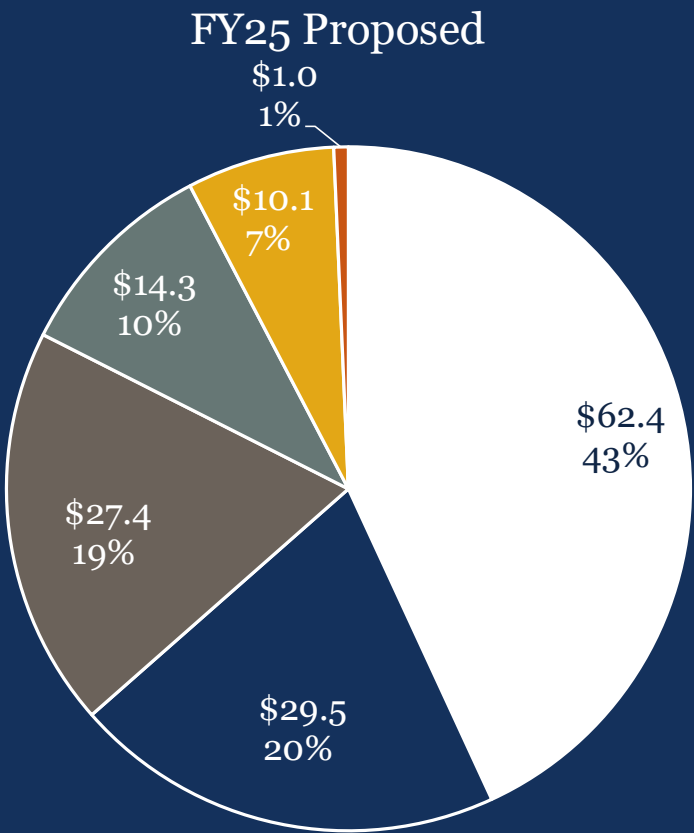
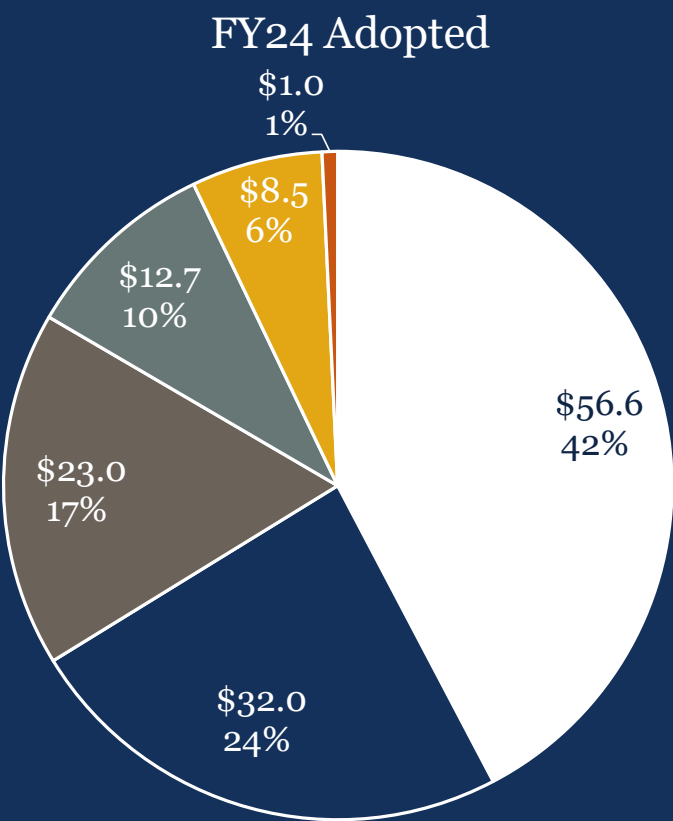
Expenditure by Fund Type (in millions)

*transfers excluded

	FY24 Adopted	FY25 Proposed
General Fund	\$ 37.7	\$ 43.6
Other Governmental Funds	\$ 13.6	\$ 15.8
Airport Funds	\$ 4.1	\$ 5.2
SEDA Funds	\$ 1.8	\$ 3.5
SUA Funds	\$ 76.6	\$ 76.6
Total	\$133.8	\$144.7

Expenditures by Category (in millions)

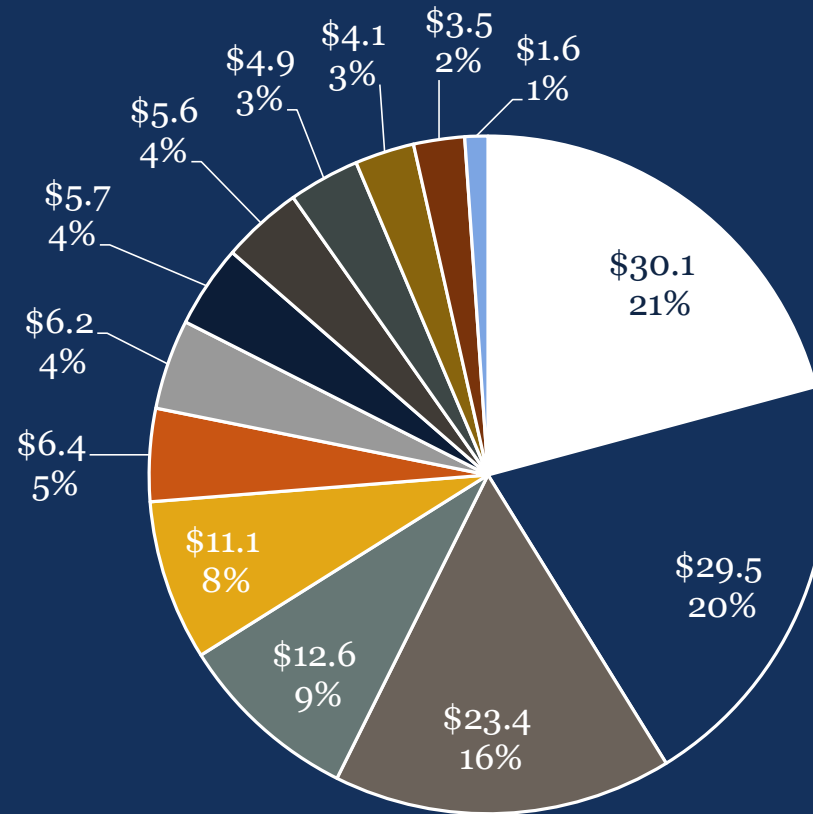
*transfers excluded



Expenditures by Function (in millions)

*transfers excluded

Total =
\$144.7M



FY25 Projected Net Income (in millions)

	Unrestricted- General Fund	Unrestricted- SUA Operating Fund	Restricted/ Designated Funds	Total
Revenue	\$29.2	\$70.8	\$61.7	\$161.7
Transfers Out	-\$9.5	-\$27.5	-\$6.3	-\$43.3
Transfers In	\$21.8	\$0.0	\$21.5	\$43.3
Indirect Costs	\$2.1	-\$0.6	-\$1.5	\$0.0
Expenses	-\$43.6	-\$49.1	-\$52.0	-\$144.7
Net Income	\$0.0	-\$6.4	\$23.4	\$17.0

Restricted/Designated Funding (in millions)

	Transportation Sales Tax Fund	City Capital Fund	Other Governmental Funds	Airport Fund	SEDA Funds	SUA Funds	Total
Revenue	\$10.0	\$0.0	\$6.8	\$3.7	\$0.2	\$41.0	\$61.7
Transfers Out	\$0.0	\$0.0	-\$3.0	-\$0.5	\$0.0	-\$2.8	-\$6.3
Transfers In	\$0.0	\$0.0	\$10.6	\$2.3	\$3.6	\$5.0	\$21.5
Indirect Costs	\$0.0	\$0.0	-\$0.1	-\$0.2	\$0.0	-\$1.2	-\$1.5
Expenses	\$0.0	-\$1.4	-\$14.3	-\$5.2	-\$3.6	-\$27.5	-\$52.0
Net Income	\$10.0	-\$1.4	\$0.0	\$0.1	\$0.2	\$14.5	\$23.4
Beginning Fund Balance	\$14.1	\$3.3	\$17.8	\$0.7	\$1.7	\$89.0	\$126.6
Ending Fund Balance	\$24.1	\$1.9	\$17.8	\$0.8	\$1.9	\$103.5	\$150.0

Unrestricted Funding (in millions)

	General Fund	SUA Operating Fund	Total
Revenue	\$29.2	\$70.8	\$100.0
Transfers Out	-\$9.5	-\$27.5	-\$37.0
Transfers In	\$21.8	\$0.0	\$21.8
Indirect Costs	\$2.1	-\$0.6	\$1.5
Expenses	-\$43.6	-\$49.1	-\$92.7
Net Income	\$0.0	-\$6.4	-\$6.4
Beginning Fund Balance	\$0.0	\$7.3	\$7.3
Ending Fund Balance	\$0.0	\$0.9	\$0.9

Emergency Reserve Funds (in millions)

	Target	Balance
Electric	\$15.0	\$11.7*
Water	\$11.0	\$8.7*
Wastewater	\$7.0	\$5.6*
General Fund	\$11.0	\$7.0*
Airport	\$3.0	\$0.8
Waste Management	\$1.0	\$1.0
Self-insurance Fund	\$1.0	\$1.0
Total	\$49.0	\$30.8

* provided upfront financing of \$11.0M for TIF projects; repayment over 20 years at 1.75% interest

Questions?

City of Stillwater
Budget for Fiscal Year 2025
Stillwater, Oklahoma

	General Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Tourism and Convention Fund	Rural Fire Fund	Grants Fund	Opioid Settlement Fund	CDBG Grants Fund	Home Buyer's Assistance Fund	Special Ops Team Fund	Stormwater Mgmt Fund	Transportation Fee Fund	Park Donations Fund	Transportation Sales Tax Fund	General Obligation Bond Fund	Merry Main Street	G.M.Koch Donation Fund	Bostick Gym Fund	Self Insurance Fund	Tax Increment District #3	Airport Fund	TOTAL
Resources and Transfers																							
Beginning Balance	\$0	\$11,464,428	\$198,665	\$3,266,325	\$309,560	\$418,702	\$2,346,072	\$197,279	(\$2,542)	\$693	\$905	\$258,824	\$384,229	\$0	\$14,084,057	\$195,351	\$454	\$51,339	\$494	\$1,968,930	\$49,856	\$768,293	\$35,961,914
Sales Tax	30,000,000														10,000,000								40,000,000
Use Tax	4,500,000																						4,500,000
Other Tax	2,202,000		1,046,000		1,600,000																1,795,000		6,643,000
Grants	50,000																						50,000
Fines and Forfeits	634,000																						634,000
Fees and Rental	437,000					141,000							126,000									3,449,000	4,153,000
Interest	680,000	127,000																					807,000
Licenses & Permits	319,000																						319,000
Other	409,000																			1,000,000		256,000	1,665,000
Stormwater Fees												936,000											936,000
Indirect Cost Reimbursement	2,060,621																						
Transfers In	21,790,784								2,542	74,307										10,522,692		2,319,157	34,709,482
Total Resources and Transfers	63,082,405	11,591,428	1,244,665	3,266,325	1,909,560	559,702	2,346,072	197,279	0	75,000	905	1,194,824	510,229	0	24,084,057	195,351	454	51,339	494	13,491,622	1,844,856	6,792,450	130,378,396
Expenditures and Transfers																							
City Manager																							
Personal Services	932,578																						932,578
Materials & Supplies	3,000																						3,000
Other Services & Fees	40,400																						40,400
Capital																							0
Debt																							0
Communications																							
Personal Services	333,679																						333,679
Materials & Supplies	5,000																						5,000
Other Services & Fees	200,000																						200,000
Capital																							0
Debt																							0
Information Technology																							
Personal Services	1,086,246																						1,086,246
Materials & Supplies	43,400																						43,400
Other Services & Fees	957,600																						957,600
Capital																							0
Debt	197,854																						197,854
Human Resources																							
Personal Services	430,411																			9,500,000			9,930,411
Materials & Supplies	9,400																						9,400
Other Services & Fees	126,600																			2,147,000			2,273,600
Capital																							0
Debt																							0
Finance																							
Personal Services	983,241																						983,241
Materials & Supplies	23,500																						23,500
Other Services & Fees	168,300																						168,300
Capital																							0
Debt																							0
Municipal Court																							
Personal Services	315,454																						315,454
Materials & Supplies	3,900																						3,900
Other Services & Fees	7,500																						7,500
Capital																							0
Debt																							0
Community Development																							
Personal Services	1,197,837																						1,197,837
Materials & Supplies	20,750																						20,750
Other Services & Fees	94,250																						94,250
Capital																							0
Debt																							0
City Engineering																							
Personal Services	736,269																						736,269
Materials & Supplies	29,850																						29,850
Other Services & Fees	153,150																						153,150
Capital																							0
Debt																							0
Public Works																							
Personal Services	2,543,207																						2,543,207
Materials & Supplies	461,040																						461,040
Other Services & Fees	493,960																						493,960
Capital																							0
Debt																							0

City of Stillwater
Budget for Fiscal Year 2025
Stillwater, Oklahoma

	General Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Tourism and Convention Fund	Rural Fire Fund	Grants Fund	Opioid Settlement Fund	CDBG Grants Fund	Home Buyer's Assistance Fund	Special Ops Team Fund	Stormwater Mgmt Fund	Transportation Fee Fund	Park Donations Fund	Transportation Sales Tax Fund	General Obligation Bond Fund	Merry Main Street	G.M.Koch Donation Fund	Bostick Gym Fund	Self Insurance Fund	Tax Increment District #3	Airport Fund	TOTAL
Community Resources																							
Personal Services	733,050																						733,050
Materials & Supplies	90,284																						90,284
Other Services & Fees	918,783																						918,783
Capital																							0
Debt																							0
Police																							
Personal Services	12,951,924																						12,951,924
Materials & Supplies	680,025																						680,025
Other Services & Fees	300,475																						300,475
Capital																							0
Debt																							0
Emergency Management																							
Personal Services	331,060																						331,060
Materials & Supplies	27,850																						27,850
Other Services & Fees	86,150																						86,150
Capital																							0
Debt				1,355,000																			1,355,000
Fire																							
Personal Services	8,077,974					10,145																	8,088,119
Materials & Supplies	206,550					59,500																	266,050
Other Services & Fees	283,450					25,500																	308,950
Capital																							0
Debt	325,475		858,700																				1,184,175
Library																							
Personal Services	1,080,392																						1,080,392
Materials & Supplies	106,850																						106,850
Other Services & Fees	108,150																						108,150
Capital																							0
Debt																							0
Legal																							
Personal Services	567,713																						567,713
Materials & Supplies	24,650																						24,650
Other Services & Fees	225,350																						225,350
Capital																							0
Debt																							0
General Government																							
Personal Services	1,399,626																						1,399,626
Materials & Supplies	4,600																						4,600
Other Services & Fees	3,472,000									75,000										890,000	560,000		4,997,000
Capital																							0
Debt																							0
Stormwater																							
Personal Services												124,306											124,306
Materials & Supplies												28,035											28,035
Other Services & Fees												133,770											133,770
Capital																							0
Debt																							0
Airport																							
Personal Services																						1,356,439	1,356,439
Materials & Supplies																						3,171,530	3,171,530
Other Services & Fees																						690,170	690,170
Capital																							0
Debt																							0
Indirect Cost												26,805										227,846	254,651
Transfers Out	19,481,648		165,692		1,600,000							39,303									1,185,000	501,557	22,973,200
Total Expenditures and Transfers	63,082,405	0	1,024,392	1,355,000	1,600,000	95,145	0	0	0	75,000	0	352,219	0	0	0	0	0	0	0	12,537,000	1,745,000	5,947,542	87,813,703
Ending Balance	\$0	\$11,591,428	\$220,273	\$1,911,325	\$309,560	\$464,557	\$2,346,072	\$197,279	\$0	\$0	\$905	\$842,605	\$510,229	\$0	\$24,084,057	\$195,351	\$454	\$51,339	\$494	\$954,622	\$99,856	\$844,908	\$42,564,693
Restricted/Internally Designated	\$0	\$11,591,428	\$220,273	\$1,911,325	\$309,560	\$464,557	\$2,346,072	\$197,279	\$0	\$0	\$905	\$842,605	\$510,229	\$0	\$24,084,057	\$195,351	\$454	\$51,339	\$494	\$954,622	\$99,856	\$844,908	\$44,625,314
Unrestricted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$0	\$11,591,428	\$220,273	\$1,911,325	\$309,560	\$464,557	\$2,346,072	\$197,279	\$0	\$0	\$905	\$842,605	\$510,229	\$0	\$24,084,057	\$195,351	\$454	\$51,339	\$494	\$954,622	\$99,856	\$844,908	\$44,625,314

Stillwater Utilities Authority
Financial Plan for Fiscal Year 2025
Stillwater, Oklahoma

	SUA Operating	Electric Rate Stabilization Fund	Water Fund	Wastewater Fund	Water Tie-on Fund	Water Capital Fund	Wastewater Capital Fund	Waste Management Fund	Water Reserve Fund	Wastewater Reserve Fund	Waste Mgmt Reserve Fund	Total Combined Funds
<u>Resources and Transfers</u>												
Beginning Balance	\$12,047,086	\$18,169,262	\$28,988,758	\$17,454,106	\$995,097	\$587,656	\$60,600	\$2,746,708	\$8,690,000	\$5,600,000	\$1,000,000	\$96,339,273
Electric	59,972,900	4,785,000										64,757,900
Water			17,971,000		38,000							18,009,000
Wastewater				8,463,000								8,463,000
Waste Management								6,636,000				6,636,000
Customer Service	441,960		365,760	320,040				396,240				1,524,000
Interest	407,320	12,000	1,054,240	766,720				167,720				2,408,000
Transfers In	10,000,000	5,000,000										15,000,000
Total Resources and Transfers	82,869,266	27,966,262	48,379,758	27,003,866	1,033,097	587,656	60,600	9,946,668	8,690,000	5,600,000	1,000,000	213,137,173
<u>Expenses and Transfers</u>												
Administration												
Operating	1,123,000											1,123,000
Capital												0
Debt												0
SUA Overhead Allocation	(770,000)											(770,000)
Utility & Billing Services												
Operating	1,650,676											1,650,676
Capital												0
Debt												0
SUA Overhead Allocation	(1,650,676)											(1,650,676)
Electric												
Operating	47,584,408	3,000										47,587,408
Capital	600,000											600,000
Debt		4,098,625										4,098,625
SUA Overhead Allocation	1,215,708											1,215,708

Stillwater Utilities Authority
Financial Plan for Fiscal Year 2025
Stillwater, Oklahoma

	SUA Operating	Electric Rate Stabilization Fund	Water Fund	Wastewater Fund	Water Tie-on Fund	Water Capital Fund	Wastewater Capital Fund	Waste Management Fund	Water Reserve Fund	Wastewater Reserve Fund	Waste Mgmt Reserve Fund	Total Combined Funds
Water												
Operating			7,339,071									7,339,071
Capital			300,000									300,000
Debt			4,572,763									4,572,763
SUA Overhead Allocation			782,890									782,890
Wastewater												
Operating				3,532,561								3,532,561
Capital												0
Debt				1,168,024								1,168,024
SUA Overhead Allocation				316,056								316,056
Waste Management												
Operating								4,786,379				4,786,379
Capital												0
Debt								1,268,373				1,268,373
SUA Overhead Allocation								522,242				522,242
Fleet												
Operating	954,281											954,281
Capital												0
Debt												0
SUA Overhead Allocation	(416,220)											(416,220)
City Overhead Allocation	(538,061)											(538,061)
Transfers Out	27,532,398		832,833	454,031				1,530,989				30,350,251
Total Expenses and Transfers	77,285,514	4,101,625	13,827,557	5,470,672	0	0	0	8,107,983	0	0	0	108,793,351

Ending Balance	\$5,583,752	\$23,864,637	\$34,552,201	\$21,533,194	\$1,033,097	\$587,656	\$60,600	\$1,838,685	\$8,690,000	\$5,600,000	\$1,000,000	\$104,343,822
Restricted/Internally Designated	\$4,705,103	\$23,864,637	\$34,552,201	\$21,533,194	\$1,033,097	\$587,656	\$60,600	\$1,838,685	\$8,690,000	\$5,600,000	\$1,000,000	\$103,465,173
Unrestricted	878,649	0	0	0	0	0	0	0	0	0	0	878,649
Total	\$5,583,752	\$23,864,637	\$34,552,201	\$21,533,194	\$1,033,097	\$587,656	\$60,600	\$1,838,685	\$8,690,000	\$5,600,000	\$1,000,000	\$104,343,822

**Stillwater Economic Development Authority
Financial Plan for Fiscal Year 2025
Stillwater, Oklahoma**

	General Operating Fund	Downtown Improvement District Fund	Visitor and Event Fund	Tax Increment Financing District #1 Fund	Tax Increment Financing #3 Series A Repayment Fund	Tax Increment Financing #3 Downtown/Campus Link Fund	Tax Increment Financing District #5 Fund	Visitor Amenities Fund	Total Combined Funds
<u>Resources and Transfers</u>									
Beginning Balance	\$34,753	\$14,092	\$0	(\$106)	\$37,787	\$487,059	\$157,636	\$978,056	\$1,709,277
Interest	0	0	0	0	0	0	210,000	0	\$210,000
Transfers In	326,497	0	1,120,000	450,106	0	1,185,000	52,364	480,000	\$3,613,967
Total Resources and Transfers	361,250	14,092	1,120,000	450,000	37,787	1,672,059	420,000	1,458,056	5,533,244
<u>Expenses and Transfers</u>									
Operating	361,250	14,092	1,120,000	450,000	0	1,185,000	0	0	\$3,130,342
Capital	0	0	0	0	0	0	0	0	\$0
Debt	0	0	0	0	0	0	420,000	0	\$420,000
Transfers Out	0	0	0	0	0	0	0	0	\$0
Total Expenses and Transfers	361,250	14,092	1,120,000	450,000	0	1,185,000	420,000	0	3,550,342
Ending Balance	\$0	\$0	\$0	\$0	\$37,787	\$487,059	\$0	\$1,458,056	\$1,982,902

**City of Stillwater
General Fund Budget Analysis**

	FY25 Proposed
Source of Funds	
Cash on Hand	\$ -
Sales Tax - 2 cent General Fund portion ¹	20,000,000
Use Tax	4,500,000
Other Taxes	2,202,000
Interest	680,000
Fines and Forfeits	634,000
Fees and Rentals	437,000
Licenses and Permits	319,000
Grants	50,000
Intradepartment cost allocations	2,060,621
Other	409,000
Total Sources of Funds	31,291,621
Use of Funds (by department)	
Departments mandated by State Law	
City Manager	975,978
Finance	1,175,041
Municipal Court	326,854
Legal	817,713
Police	13,522,664
Fire	8,893,449
Total	25,711,699
Departments mandated by City Charter	
General Government	340,768
General Government - Insurance	6,441,675
Library	1,295,392
Total	8,077,835
Departments mandated by City Ordinance	
Community Development	1,312,837
Community Resources	1,188,929
City Engineering	919,269
Public Works	3,068,928
Total	6,489,963
Support Departments	
Marketing and Civic Engagement	538,679

Human Resources	566,411
Information Technology	2,285,100
Facilities Maintenance	429,279
Emergency Management	445,060
Animal Welfare	409,760
Total	4,674,289
Elective Services	
Sister Cities	4,740
Multi Arts	6,000
Community Center	422,448
Golf	120,000
Home Buyers Assistance	74,307
American Airlines MRG	2,600,000
Contingency Funds	1,938,000
Transfer of ST to North Stillwater TIF	450,106
Transfer to Airport	2,134,157
Transfer to SEDA	378,861
Total	8,128,619
Total Use of Funds	53,082,405
Transfer from SUA Needed to Balance the General Fund	\$ (21,790,784)

¹ dedicated sales tax of 1 cent to SUA and 1 cent to Transportation not included

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	9.a. CC-24-46
Previous/Related Action:	<u>Purchasing Policy Adopted December 2019</u>
Background/Issue:	• The current purchasing policy was adopted in 2019. • Since adoption, there have been changes to state statutes regarding purchasing thresholds and our current thresholds are beginning to cause issues with some fairly routine purchases due to cost increases and inflation. Current City thresholds are as follows: ○ \$0-\$9,999 - open market ○ \$10,000-\$49,999 - 3 written quotes and City Manager approval ○ \$50,000 and above - formal competitive bid and Council approval • Purchasing locally is staff's standard operating procedure as it is usually the best option for most purchases that don't require a competitive bid. However, inclusion of the broad local bidder preference in the policy causes confusion in practice. ○ A local bidder preference can only be applied to projects/purchases that require competitive bidding under state law if it is adopted by ordinance. ○ It is difficult to apply to professional services that must be solicited based on qualifications, such as engineers and architects. ○ The broad policy doesn't clearly define "local" via zip code, city limits, or other criteria. • The \$50,000 threshold is established in the City Code and will need to be updated via ordinance.
Proposal/Solution:	To update the policy, staff recommends the following changes: • Establish new purchasing thresholds to align with current state statute and address issues related to cost increases and inflation as follows. These recommendations are mirrored in the proposed ordinance changes: ○ \$0-\$49,999 - open market ○ \$50,000-\$99,999 - 3 written quotes and City

	Manager approval ○ \$100,000 and above - formal competitive bid and Council Approval • Remove the local bidder preference from the policy. ○ If the Council wishes to apply a local bidder preference, we recommend directing staff to propose an ordinance change that complies with state law.
Financial Source/Impact:	There is no financial impact from the recommended policy updates.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends a motion to approve the resolution adopting revisions to the purchasing policy, and if a local bidder preference is desired, direct staff to propose an ordinance change that complies with state law.
Prepared By:	John McClenny, Procurement Mgr.
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

1. CC-2024-9 Purchasing Policy (SUA-2024-2; SEDA-2024-1)
2. City of Stillwater Purchasing Policy 2024

RESOLUTION NO. CC-2024-9; SUA-2024-2; SEDA-2024-1

**“A RESOLUTION ADOPTING REVISIONS TO THE PURCHASING
POLICY FOR THE CITY OF STILLWATER AND ITS TRUSTS.”**

WHEREAS, the Mayor and City Councilors and Chair and Trustees of its Trusts adopted a Purchasing Policy in 2019 for the purpose of establishing general parameters for promulgation of minimum standards related to the acquisition of goods, services, materials, supplies and equipment that shall govern the conduct of City and trust officials; and

WHEREAS, city staff is charged with periodic review of the policy, and has reviewed the current policy and recommends revisions in order to update the policy to comply with legislative changes and best practices; and

WHEREAS, it is in the best interest of the City of Stillwater and its public trusts to adopt revisions to the “City of Stillwater Purchasing Policy.”

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STILLWATER AND THE CHAIR AND TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY AND THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY:

Section 1. The “City of Stillwater Purchasing Policy” attached hereto is hereby adopted in its entirety.

Section 2. The Purchasing Policy shall become effective immediately upon passage of this Resolution and shall apply to all purchases after the date of adoption of this Resolution.

Section 3. Staff shall continue to identify opportunities to improve the Purchasing Policy and processes, and the sections of City Code that reference them, if applicable, and present recommendations for such improvements.

PASSED, APPROVED AND ADOPTED this 15 day of April, 2024.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

STILLWATER UTILITIES AUTHORITY
A Public Trust

STILLWATER ECONOMIC DEVELOPMENT
AUTHORITY
A Public Trust

WILLIAM H. JOYCE, MAYOR/CHAIR

(SEALS)

ATTEST:

TERESA KADAVY
CITY CLERK/SECRETARY

APPROVED AS TO FORM AND LEGALITY on this 15 day of April, 2024.

KIMBERLY CARNLEY
CITY ATTORNEY/GENERAL COUNSEL

City of Stillwater Purchasing Policy

Approved by City Council on _____, 2024.

The City Council, acting on behalf of the City of Stillwater, a municipal corporation and as trustees for the Stillwater Utilities Authority, Stillwater Economic Development Authority, and Stillwater Public Works Authority, public trusts established pursuant to Title 60, Oklahoma Statutes (collectively "trusts"), adopts the following policies regarding purchasing by said entities. It is the intention of the City Council and trustees that said policies establish general parameters for the promulgation of minimum standards and processes for the acquisition of goods, services, materials, supplies and equipment. It is also the intention of the City Council and trustees that these policies shall govern the conduct of City and trust officials whenever constitutional and statutory authorizations are silent as to a process or result.

I. GENERAL PROVISIONS:

1. All purchasing by the City and its duly established public trusts shall be conducted in accordance with applicable constitutional and statutory provisions. This shall include, without limitation, the United States and Oklahoma Constitutions, the Stillwater City Charter, Federal and Oklahoma Statutes, and Regulations, the Stillwater City Code, and the Stillwater Utilities Authority, Stillwater Economic Development Authority, and Stillwater Public Works Authority trust indentures and amendments.

2. The City Council and/or trustees shall have final authority over all purchases. Whenever there is a question regarding jurisdiction a referral shall be made to the City Council or the affected trust.

3. All purchases valued at one hundred thousand dollars (\$100,000) or more shall require prior approval of the City Council or trust.

4. Solicitation of written price quotations or some other form of competitive process shall be required for all purchases valued at fifty thousand dollars (\$50,000) or more. Purchases valued at one hundred thousand dollars (\$100,000) shall be competitively bid. This requirement shall not apply to the following types of purchases:

- a. Sole source purchases necessary to support existing systems, equipment, or infrastructure;
- b. professional services;
- c. emergency purchases;
- d. purchases made through government contracts, interlocal agreements, or government sponsored purchasing cooperatives;
- e. real property or any interest thereof.

5. Whenever a purchase or project creates new documents and records that must be retained under the Open Records Act (i.e., electronic data storage), any additional cost associated with the data storage or space required shall be calculated and included as part of the total cost of the purchase or project.

6. Purchases of durable equipment that include long-term manufacturer exclusive or specific service agreements are disfavored and should be avoided. Preference shall be given to bids for equipment that can be serviced by aftermarket items available from vendors other than the manufacturer.

7. "Sole source" purchases are disfavored and shall be subject to a rigid justification process.

8. Contracts for city-wide purchases are favored; individual departments shall not enter contracts or make separate purchases for goods or services that are available on a city-wide contract.

9. The City shall treat all vendors fairly during all aspects of the purchasing process, which shall include a meaningful opportunity to redress grievances.

II. COMPETITIVE BIDDING

1. All City or trust public construction contracts as defined by the Public Competitive Bidding Act of 1974 (61 O.S. § 101 et seq.) shall be competitively bid in accordance with state law.

2. The department soliciting bids for a public construction project shall designate a representative to respond to all project inquiries during the bidding process. All inquiries regarding project requirements from prospective bidders shall be written as shall any response from the City or trust. Written responses shall be made available to all prospective bidders at the same time the response is made to the person or entity making the inquiry. Under no circumstances shall a project representative respond to an inquiry via telephone or by any other verbal means. This provision shall also apply to any third- party agents performing this function on behalf of the City or trusts.

3. Obvious clerical mistakes and scrivener's errors shall be waived whenever it is expedient to do so. Errors in calculation or pricing shall not be corrected or serve as the basis for withdrawal of a bid unless refusal to excuse such an error will produce an inequitable result. Under no circumstance shall a bid correction be permitted if such correction will make the bidder the lowest and best bid.

4. Bids that are more than twenty percent (20%) below the next lowest bid or the engineer estimate, whichever is lower, shall be subjected to additional scrutiny to verify that the bid is fully responsive to the bid specifications. Should it be determined that the pricing as bid is not viable under current market conditions, the bidder shall supplement the bid and demonstrate that it can fully perform and complete the project as originally submitted. Should the bidder fail to so

demonstrate, the bid shall be deemed nonresponsive, and the contract shall be awarded to the next lowest responsible bidder.

5. Bid evaluation criteria shall consider past performance on similar City or trust projects; failure of a contractor to timely or satisfactory complete a previous City or trust project or default on a surety bond shall be considered sufficient grounds for rejection of bid.

6. The Governing Body shall have the authority to reject any and all bids and parts of any or all bids when in the best interest of the City.

7. If two (2) or more bids are received which are equal in the amount bid, quality and service, the contract shall be awarded to one (1) of the equal bidders as follows:

a. To the bidder with an office within the City limits of the City of Stillwater if only (1) bidder maintains an office within the City limits of the City of Stillwater;

b. If no bidder maintains an office within the City limits of the City of Stillwater, to the bidder with an office in the State of Oklahoma if only one (1) bidder maintains an office in the State of Oklahoma;

c. If neither subsection above is determinative, by a coin toss in a public meeting.

8. Projects that are time sensitive or require special expertise shall utilize a prequalification process.

9. Insurance and bonds including, but not limited to, a bid bond, statutory bond, performance bond, maintenance bond, or other type of surety, shall be required as reasonably necessary or as required by law.

III. EMERGENCY PURCHASES

Solicitations for emergency purchases shall utilize the most effective means of notification available to vendors as the circumstances warrant. Provided, however, this policy does not exempt full compliance with applicable constitutional or statutory requirements.

RESOLUTION NO. CC-2024-10

A RESOLUTION AMENDING RESOLUTION NO. CC-2024-4 OF THE CITY COUNCIL TO REVISE THE NUMBER OF MEMBERS ON THE WASHINGTON SCHOOL ADVISORY COMMITTEE

WHEREAS, the City of Stillwater is the owner of the Washington School building located at 619 W. 12th Ave., Stillwater, OK; and

WHEREAS, the City of Stillwater is committed to the restoration or redevelopment of the building for future use for education, sports recreation, events, and parking; and

WHEREAS, the City Council desires to establish a citizen advisory committee for the purpose of advising the City Council regarding the restoration and redevelopment of the Washington School;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council, that a citizen's committee to be known as the "Washington School Advisory Committee" is hereby created.

BE IT FURTHER RESOLVED, that the Washington School Advisory Committee shall consist of ~~five (5)~~ eleven (11) members who shall be appointed by the Council in accordance with Stillwater City Code §2-113. Provided however that at least one member shall be a member of the Washington School Alumni Association.

BE IT FURTHER RESOLVED, that the duties of the Washington School Advisory Committee shall be to advise and make recommendations to the City Council regarding the assessment, proposed design, renovation, or redevelopment of the building from planning through construction in order to meet the primary objective of executing improvements to the building for future use for education, sports recreation, events and parking. The Washington School Advisory Committee shall have no other duties.

BE IT FURTHER RESOLVED, the Washington School Advisory Committee is subject to the requirements of the Oklahoma Open Meeting Act, 51 O.S. §151, et seq., and the provisions of Stillwater City Code, Article III. Authorities, Boards, Committees, Commissions, Trusts, §2-112-117 (governing authorities, boards and committees and the conduct of members).

BE IT FURTHER RESOLVED, the City Manager shall designate an employee to serve as liaison to the Washington School Advisory Committee. Said employee shall schedule all committee meetings; shall conduct research and prepare reports and documents as directed by the full committee; and shall enlist assistance of appropriate City departments as necessary.

PASSED, APPROVED AND ADOPTED by the Stillwater City Council and signed by the Mayor of the City of Stillwater, this 15th day of April, 2024.

CITY OF STILLWATER, OKLAHOMA

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY on this 15th day of April, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

RESOLUTION NO. CC-2024-11

**A RESOLUTION ADOPTING THE GUIDELINES FOR
PROCESSING TORT CLAIMS AND WORKERS'
COMPENSATION CLAIMS VALUED AT LESS THAN
\$100,000.00**

WHEREAS, City Code Section 2-1 mandates that the City Council adopt by resolution guidelines for the processing of tort claims and workers' compensation claims by City Administration and the City Attorney's Office; and

WHEREAS, it is the intention of the City Council to follow said mandate with the adoption of this resolution.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER THAT:

The attached "GUIDELINES FOR PROCESSING TORT CLAIMS AND WORKERS' COMPENSATION CLAIMS VALUED AT LESS THAN \$100,000.00" are hereby adopted by the City Council pursuant to Section 2-1 of the City Code.

PASSED, APPROVED AND ADOPTED this 15th day of April, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF APRIL, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

**GUIDELINES FOR PROCESSING TORT CLAIMS
AND WORKERS' COMPENSATION CLAIMS
VALUED AT LESS THAN \$100,000.00**

Section 1: Tort Claims

All tort claims shall be received by the City Clerk. The original document and attachments shall be file stamped, a copy made, and immediately forwarded to Oklahoma Municipal Assurance Group (OMAG) for handling. In the event that OMAG declines or disclaims coverage on the claim, it shall be forwarded to the City Attorney's Office to be handled in accordance with the below process.

The City Attorney's Office (Claims Administrator) shall open a claim file and notify the Claimant in writing that the claim has been received. An initial review shall be conducted by the Claims Administrator. Affected department(s) shall be notified of receipt of the claim by the Claims Administrator. Records and similar evidence pertaining to the claim shall be immediately forwarded to the Claims Administrator by the affected department.

The Claims Administrator shall investigate the allegations set forth in the claim.

The Claims Administrator shall advise the affected department of the findings and prepare an "initial report" that includes a recommendation for disposition. The initial report shall be forwarded to the City Manager for review.

Recommendation to pay entire claim: If the City Manager concurs with a recommendation to pay a tort claim, the Claimant shall be notified of the decision and necessary documentation shall be forwarded to Finance Department for processing and payment.

Recommendation to pay part of the claim: If the City Manager concurs with a recommendation to pay part of a tort claim, the Claimant shall be notified of the decision and a settlement proposal shall be forwarded to the Claimant for consideration. If the Claimant accepts the settlement, necessary documentation shall be forwarded to the Finance Department for processing and payment. If the Claimant rejects the settlement offer, and no other or alternative settlement agreement is reached, then the claim shall be deemed denied by the City Manager. Denial of a claim under these circumstances shall be considered final and the Claimant may commence suit in Payne County District Court in accordance with the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq.

Recommendation to deny claim: If the City Manager concurs with a recommendation to deny payment of a tort claim or rejects a recommendation to pay all or part of a tort claim, the Claimant shall be notified in writing of the City Manager's decision. Denial of a claim shall be considered final and the Claimant may commence suit in Payne County District Court in accordance with the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq.

All claims shall be submitted to the City Manager and/or City Council in accordance with the above procedures for disposition. City Administration and Departments shall promptly and fully respond to requests for documentation and information pertaining to tort claims. The City Attorney's Office shall have full access to department files, records, and employees for the purpose of resolving claims.

Section 2: Workers' Compensation Claims

Initial claim processing shall be handled by the Human Resources Department and/or the Third Party Claims Administrator as appropriate. The City Attorney's Office shall provide legal advice to these entities during this phase upon request.

Claims deemed ready for settlement by the Human Resources Department/Third Party Administrator shall be transferred to the City Attorney's Office for evaluation and possible final disposition. All files developed by Human Resources or the Third Party Claims Administrator for any such claim shall be forwarded or made immediately available to the City Attorney's Office for this purpose.

The City Attorney's Office shall examine all claim records, medical evaluations and settlement recommendations and determine the appropriate disposition for the claim. If the City Attorney's Office finds that settlement is appropriate, it shall prepare a written report and recommendation for the City Manager to review. Should the City Attorney's Office conclude that further evaluation is required, it may withhold any such report and recommendation and instruct Human Resources or the Third Party Claims Administrator to schedule such additional diagnosis or testing as necessary to resolve the claim.

No claim shall be settled under this section unless the City Manager and City Attorney both agree in writing as to the appropriate disposition. If approved, the City Manager authorizes payment of the claim in accordance with Workers' Compensation Court rules or as otherwise ordered by the Workers' Compensation Court Administrator.

Should the City Manager and City Attorney not agree, the City Attorney shall have the option to present the claim report and recommendation to the City Council for consideration.

ORDINANCE NO. 3534

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING, CHAPTER 23, " LAND DEVELOPMENT CODE," ARTICLE V, "USE CATEGORIES AND LIMITATIONS," DIVISION 1, "GENERALLY," SECTION 23-96, "DEFINITIONS," BY ADDING THE TERM "COMMUNICATION SERVICES"; AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE VI, "LAND USE CLASSIFICATIONS," DIVISION 5, "INDUSTRIAL DISTRICTS," SECTION 23-161, "IG GENERAL INDUSTRIAL DISTRICT" BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT; AMENDING ARTICLE XXIV, TABLE OF USES, SECTION 23-435, CREATED, BY PROVIDING FOR "COMMUNICATION SERVICES" AS A PERMITTED USE BY RIGHT AS AN IG GENERAL INDUSTRIAL USE; 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 V, Use Categories and Limitations, Division 1, Generally Section 23-96, Definitions, be amended to read as follows:

Sec. 23-96. - Definitions.

Individual uses are defined as follows:

Accommodation means establishments that provide customers with lodging on a transient basis, including hotels, motels, bed and breakfasts and shelters.

Adult business means a specific range of establishments that provide customers with products, services, materials, entertainment venues, or activities as set forth in section 23-245(a).

Agriculture, forestry, fishing and hunting means establishments primarily engaged in growing crops, raising animals, harvesting timber, and harvesting fish and other animals from a farm, ranch, or their natural habitats. These establishments are often described as farms, ranches, dairies, greenhouses, nurseries, orchards, or hatcheries.

Animal and pet keeping services means establishments that operate facilities to meet the needs of animals and pet keeping, such as animal clinics, vet hospitals, kennels, and stables.

Arts and entertainment means a wide range of establishments that operate facilities or provide services to meet varied cultural and entertainment interests of their patrons; this category is comprised of establishments that are involved in producing, promoting, or participating in live performances, events or exhibits intended for public viewing and those

establishments that preserve and exhibit objects and sites of historical, cultural, or educational interest.

Beverage services means establishments that provide customers with beverages for immediate consumption; the primary revenue of such establishments is derived from the sale of beverages.

Boardinghouse/roominghouse means a building where, for compensation and by prearrangement for definite periods, sleeping and living quarters, and/or meals (but not individual cooking facilities) are provided to three or more, but not exceeding 40 persons.

Chemical manufacturing means establishments engaged in the transformation of organic and inorganic raw materials by a chemical process and the formulation of products.

Child and adult care services means licensed establishments engaged in providing day services and/or treatment for adults or children, but not residential service. These are more specifically identified as family child care home, large child care home, and child care centers.

Churches and religious institutions means establishments engaged in providing church and religious services and activities.

Collocation means the mounting or installation of transmission equipment on an existing telecommunications tower or other support structure for the purpose of transmitting and/or receiving radio frequency signals for providing telecommunications services.

Communication services mean businesses, facilities or establishments which house or operate networked computers and data and transaction processing equipment and support equipment, including, without limitation, power and cooling equipment, used to provide data and transaction processing services, including, without limitation, all activities described by category 518210 of the North American Industrial Classification System (NAICS), as published in 2002 and all subsequently published iterations; provided also that this category shall include all facilities for ancillary office, administrative, or utility service uses involved in or related to any services or activities described in this category, whether taking place in the same or appurtenant buildings, facilities, or structures, including without limitation electrical substations.

Computer and electronic product manufacturing and electrical equipment, appliance, and component manufacturing means establishments engaged in the manufacture of computers, computer peripherals, communications equipment, and similar electronic products and components for such similar electronic products, or the manufacture of products that generate, distribute and use electrical power.

Construction means establishments engaged in the residential and nonresidential construction of buildings, in heavy and civil engineering, and in specialty trade contracting such as building equipment contractors.

Conventional single-family, detached or zero lot-line means one dwelling unit, freestanding and structurally separated building, located on a lot or building site that is unoccupied by any other dwelling unit or principal structure.

Educational services, establishments, educational institutions and educational facilities mean establishments that provide instruction and training in a wide variety of subjects and by specialized establishments such as schools, colleges, universities, and training centers which may be privately owned and operated for profit or not for profit, or they may be publicly owned and operated.

Financial institutions and services means establishments engaged in financial transactions (transactions involving the creation, liquidation, or change in ownership of financial assets) and/or in facilitating financial transactions.

Food, beverage and tobacco product manufacturing means establishments that transform livestock and agricultural products into products for intermediate or final consumption and are distinguished by the raw materials processed into food products; manufacturing of beverages and tobacco products in the following establishments:

- (1) Those that manufacture nonalcoholic beverages;
- (2) Those that manufacture alcoholic beverages through the fermentation process;
- (3) Those that produce distilled alcoholic beverages;
- (4) Those engaged in redrying and stemming tobacco; and
- (5) Those that manufacture tobacco products such as cigarettes and cigars.

Food services means establishments that provide customers with meals or snacks for immediate consumption; the primary revenue of such establishments is derived from the sale of food.

Freestanding self-service facilities means any self-service use including, but not limited to, automatic bank teller machines, postal vending and depository facilities, or newspaper vending machines, which are located in freestanding structures devoted solely to such use either on a separate lot or as an accessory use within a complex of buildings.

Furniture and related product manufacturing means establishments that make furniture and related articles such as mattresses, window blinds, cabinets, and fixtures using processes such as cutting, bending, molding, laminating, and assembly of such materials as wood, metal, glass, plastics, and rattan.

Health care and social assistance means establishments providing health care and social assistance for individuals on a continuum starting with

those establishments providing medical care exclusively, continuing with those providing health care and social assistance, and finally with those providing only social assistance; this category includes nursing and residential care facilities, ambulatory surgical care facilities, and hospitals.

Information means establishments engaged in printing and publishing industries and in telecommunications.

Leather and allied product manufacturing means establishments that transform hides into leather by tanning or curing and fabricating the leather into products for final consumption.

Machinery part manufacturing means establishments that create end products that apply mechanical force, such as the application of gears and levers, to perform work. Although processes are similar to fabricated metal products manufacturing, this machinery manufacturing typically employs multiple metal forming processes.

Manufactured home means that term as defined in section 23-7.

Medical marijuana commercial grower means a grower as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations. Commercial grower operations can be either indoor or outdoor operations.

Medical marijuana dispensary means a retailer as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations.

Medical marijuana processing means a process or processor as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations.

Mining establishments means establishments that extract naturally occurring mineral solids, including but not limited to coal and ores; liquid minerals, including but not limited to crude petroleum; and gases, including but not limited to natural gas. The term "mining establishments" includes quarrying, well operations, beneficiating (e.g., crushing, screening, washing, and flotation), and other preparation customarily performed at the mine site, or as a part of mining activity.

Miscellaneous manufacturing means businesses that make a wide range of products not otherwise classified.

Mixed use means one or more dwelling units located, in the rear or second floor, in a building in which the first floor is utilized primarily by a commercial use at the building front or storefront, and where such commercial use is permitted in the zoning district.

Modular home means that term as defined in section 23-7.

Mobile home means that term as defined in section 23-7.

Multifamily means three or more dwelling units contained within one building that is freestanding and structurally separated from any other building or group of dwelling units but are located on the same lot.

Nonmetallic mineral product manufacturing means establishments that transform mined or quarried nonmetallic minerals, such as sand, gravel, stone, clay, and refractory materials, into products for intermediate or final consumption. Processes used include grinding, mixing, cutting, shaping, and honing; heat is often used in the process and chemicals are frequently mixed to change the composition, purity, and chemical properties for the intended product.

Oil and gas industry services means businesses which provide support to the oil and gas industry operations including offices, storage and repair of equipment and vehicles, parking of vehicles or equipment. Such uses shall not include drilling, refining and storage, transloading or transportation of petroleum or gas products, bi-products or waste.

Paper manufacturing means establishments that make pulp, paper, or converted paper products including:

- (1) The separating of the cellulose fibers from other impurities in wood or used paper;
- (2) Matting these fibers into a sheet;
- (3) Cutting and shaping techniques that includes coating and laminating activities.

Parking lot/garage means an open, hard-surfaced area, other than a street or public way, to be used for the storage, for limited periods of time, of operable passenger automobiles and commercial vehicles, and available to the public, whether for compensation, free, or as an accommodation to clients or customers.

Personal and laundry services means establishments engaged in providing personal and laundry services such as health and beauty parlors, massage parlors, dry-cleaning, and pet grooming (not boarding and/or training).

Personal storage and warehousing means facilities providing indoor personal storage and warehousing and as an accessory to such use, outdoor storage of personal vehicles, recreational vehicles and watercraft displaying current and valid registration, provided, such outdoor storage does not occupy an area larger than 30 percent of the indoor floor area provided for the primary use.

Petroleum and coal products manufacturing means establishments that transform crude petroleum and coal into usable products with the dominant process being petroleum refining that involves the separation of crude petroleum into component products through such techniques as cracking and distillation.

Plastics and rubber products manufacturing means establishments that make goods by processing plastics materials and raw rubber. The core technology employed is that of plastics or rubber product production.

Primary metal manufacturing and fabricated metal products manufacturing means establishments engaged in the smelting and/or refining of ferrous and nonferrous metals from ore, pig or scrap, using electrometallurgical and other process metallurgical techniques; the manufacture of metal alloys and super alloys by introducing other chemical elements to pure metals; or transforming metal into intermediate or end products, other than machinery, computers and electronics, and metal furniture or treating metals and metal formed products fabricated elsewhere. Processes include forging, stamping, bending, forming, and machining used to shape individual pieces of metal; and welding and assembling used to join separate parts together.

Professional and administrative offices and services means establishments that specialize in providing professional, scientific, administrative, management, employment, real estate, or technical activities or services.

Public administration and service means federal, state and local government agencies that administer, oversee, and manage public programs and have executive, legislative, or judicial authority over other institutions within a given area. The term includes police and fire services.

Recreation means a wide range of establishments that operate facilities or provide services to meet varied recreational interests of their patrons and establishments that operate facilities or provide services that enable patrons to participate in recreational activities or pursue amusement, hobby, and leisure-time interests.

Research and development means establishments engaged in the research or research and development of innovative ideas in technology-intensive fields. The term includes research and development of computer software, information systems, communications systems, transportation, geographic information systems, multi-media and video technology. Development and construction of prototypes may be associated with this use.

Residential design manufactured home means that term as defined in section 23-7.

Retail trade means establishments engaged in retailing merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Retailers are organized to sell merchandise in small quantities to the general public with extensive displays of merchandise and utilizing mass-media advertising to attract customers.

Small cell facility means a low-powered wireless base station which functions much in the same way as larger cells in a wide-area, mobile wireless network that are typically installed relatively high on a telecommunications tower, to provide signal coverage to a large geographic

area. Small cells facilities cover a smaller, targeted, localized area to provide connectivity to wireless network subscribers in areas that typically present capacity and coverage challenges to traditional wide-area wireless networks. Small cell facilities are smaller in size and thus are more conducive to collocation on an existing support structure or installation on a private utility's, single-use utility pole erected for the sole or primary purpose of supporting a small cell facility.

Telecommunications tower means any freestanding structure, other than a utility pole, built or used for the sole or primary purpose of supporting antennas and their associated facilities, licensed or authorized by the Federal Communications Commission, particularly including structures that are constructed for wireless communications services and also including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Textile mills, textile product mills, and apparel manufacturing means establishments that transform a basic fiber (natural or synthetic) into a product, such as yarn or fabric, that is further manufactured into usable items, such as apparel, sheets, towels, and textile bags for individual or industrial consumption. Main processes include preparation and spinning of fiber, knitting or weaving of fabric, and the finishing of the textile. The term includes establishments that make textile products (except apparel) by generally cutting and sewing (e.g., purchasing fabric and cutting and sewing to make nonapparel textile products such as sheets and towels). Processes include cutting and sewing and the manufacture of garments in establishments that first knit fabric and then cutting and sewing the fabric into a garment.

Townhome means a row or group of independent single-family units, located on individual lots or on a common building site. Each unit has independent access to the outside, is not located over another unit, and is separated from any other unit by one or more common fire walls along the common property boundary or unit boundary.

Transportation activities means establishments providing transportation of passengers and cargo, scenic and sightseeing transportation and support activities related to modes of transportation, whether by air, rail, water, road, or pipeline.

Transportation and equipment manufacturing means establishments that produce equipment for transporting people and goods.

Two-family means a building (duplex) located on a lot or building site that is unoccupied by any other principal structure, and which provides independent living facilities for occupancy by two families such that the two dwelling units are placed adjacent to one another with structural parts touching.

Unit (condominium) ownership means ownership of an individual unit located within a multiunit building or multibuilding development pursuant to the Unit Ownership Estate Act, 60 O.S. § 501 et seq.

Utility or utilities means establishments engaged in the provision of the following utility services: electric power, natural gas, steam supply, water supply sewage removal and telecommunications services. Specific activities associated with the utility services provided by utilities include the following:

- (1) Electric power includes generation, transmission, and distribution;
- (2) Natural gas includes distribution;
- (3) Steam supply includes provision and/or distribution;
- (4) Water supply includes treatment and distribution
- (5) Sewage removal includes collection, treatment, and disposal of waste through sewer systems and sewage treatment facilities; and
- (6) Telecommunications includes the transmission of signs, signals, messages, words, writings, images and sounds or information of any nature by wire, radio, optical or other electromagnetic systems.

Utility pole means a long, slender, generally vertical and usually cylindrical object, other than a telecommunications tower, that is or may be used in whole or in part by a public or private utility for wireline, wireless or optical telecommunications, electrical distribution, lighting, traffic control, signage or similar functions.

Vehicle/equipment sales, rental, and service means establishments primarily engaged in the sale or rental of personal or commercial vehicles and equipment and which includes incidental maintenance and repair facilities; and establishments that sell, install, and service vehicle equipment and parts, including body repairs and painting.

Warehousing and storage means establishments engaged in operating warehousing and storage facilities for general merchandise, refrigerated goods, and other warehouse products. These industries do not sell the goods they handle but can provide logistical services related to the distribution of goods.

Waste management and remediation services means establishments engaged in the collection, treatment, and disposal of waste materials, including the local hauling of waste materials; operating materials recovery facilities; providing remediation services; and providing septic pumping and other miscellaneous waste management services.

Wholesale trade means establishments engaged in wholesaling merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Wholesalers are organized to sell or arrange the purchase or sale of:

- (1) Goods for resale;

- (2) Capital or durable nonconsumer goods;
- (3) Raw and intermediate materials and supplies used in production.

Wood product manufacturing means establishments that manufacture wood products such as lumber, plywood, veneers, wood containers, wood flooring, wood trusses, manufactured homes, and prefabricated wood buildings. The term includes sawing, planing, shaping, laminating, and assembling of wood products starting from logs that are cut into bolts, or lumber that then may be further cut, or shaped by lathes or other shaping tools.

Section 2. That Stillwater City Code, Chapter 23, Land Development Code, Article VI, Land Use Classifications, Division 5, Industrial Districts, Section 23-161, IG General Industrial District, be amended to read as follows:

Sec. 23-161. - IG General Industrial District.

- (a) Permitted by right. The following uses will be permitted by right in the IG General Industrial District:

- (1) Communication services.
- (2) ~~(1)~~ Construction.
- (3) ~~(2)~~ Food, beverage and tobacco product manufacturing.
- (4) ~~(3)~~ Leather and allied products manufacturing.
- (5) ~~(4)~~ Machinery part manufacturing.
- (6) ~~(5)~~ Miscellaneous manufacturing.
- (7) ~~(6)~~ Nonmetallic mineral product manufacturing.
- (8) ~~(7)~~ Oil and gas industry services.
- (9) ~~(8)~~ Paper manufacturing.
- (10) ~~(9)~~ Parking lots/garages.
- (11) ~~(10)~~ Plastics and rubber products manufacturing.
- (12) ~~(11)~~ Public administration and service.
- (13) ~~(12)~~ Research and development.
- (14) ~~(13)~~ Telecommunications tower.
- (15) ~~(14)~~ Transportation activities.
- (16) ~~(15)~~ Transportation and equipment manufacturing.

(17) ~~(16)~~ Utilities.

(18) ~~(17)~~ Warehousing and storage.

(19) ~~(18)~~ Waste management and remediation services.

(20) ~~(19)~~ Wood product manufacturing.

(b) Specific use permit. The following uses are permitted by specific use permit in the IG district:

(1) Chemical manufacturing.

(2) Medical marijuana commercial grower, indoor only.

(3) Medical marijuana processing.

(4) Mining.

(5) Petroleum and coal products manufacturing.

(6) Primary metal and fabricated metal products manufacturing.

(7) Textile mills, textile product mills and apparel manufacturing.

(c) Lot size requirements. No minimum lot size requirements are established in the IG district.

(d) Bulk regulations. Bulk regulation requirements in the IG district are as follows:

(1) The maximum structure height as measured from the finished floor elevation of the first floor to the highest point of the roof: No maximum limit.

(2) Setbacks. The following are the minimum required setbacks in the IG district.

a. Minimum front yard: 75 feet on all property boundaries abutting a right-of-way or road/access easement.

b. Minimum side yard: When a side yard has a common boundary with property in any:

1. Residential district, the minimum setback is 75 feet. All other districts, the minimum setback is 40 feet. Minimum rear yard: When a rear yard has a common boundary with property in any Residential district, the minimum setback is 75 feet;

2. All other districts, the minimum setback is 40 feet.

(3) Maximum lot coverage: No maximum limit to lot coverage is established in the IG district.

(e) Exceptions. Any number of structures or uses may be constructed or established on a single lot, but no single lot shall be smaller than the minimum lot area required to accommodate the principal use/structure and all accessory uses/structures.

Section 3: That Stillwater City Code, Chapter 23, Land Development Code, Article XXIV, Table of Uses, Section 23-435, Created, be amended to read as follows:

Sec. 23-435. - Created

The following is a comprehensive zoning table of uses:

COMPREHENSIVE ZONING USE TABLE

P = Permitted by right

S = Specific use permit

Uses	RSL	RSS	RT	RT M	RMI	RMU	HR	MH	NT	ZO	CS	CB	CG	IL	IG	A
Accommodation (bed and breakfast only in RSS and RSL)	S	S			S	S	P			S	P	P	P	P		
Agriculture, Forestry, Fishing and Hunting																P
Animal and Pet Keeping Services													S		P	P
Arts and Entertainment												P	P			
Bed and breakfast/hotel/motel										S	P	P	P			
Beverage Services										S	P	P	P	P		
Boarding house/Rooming house	S			P	P	P	P					P				
Chemical Manufacturing															S	
Child and Adult Care Services	S	S	S	S	S	S	S	S		P	S		S	S		
Churches and Religious Institutions	S	S	S	P	P	P	P			P			P			
<u>Communication Services</u>															<u>P</u>	

Computer and Electronic Product Manufacturing and Electrical Equipment, Appliance, and Component Manufacturing													S	P		
Construction											S		S	P	P	
Conventional single-family detached or zero lot line	P	P	P	S				S	P							P
Educational Services	S	S	S	S	S	S	S			P	P	P				S
Financial Institutions and Services										P	P	P	P			
Food, Beverage, and Tobacco Product Manufacturing													S	P		
Food Services										S	P	P	P	P		
Free-Standing Self-Service Facilities					P	P				P	P	P	P	P		
Furniture and Related Product Manufacturing														S		
Health Care and Social Assistance				S	S					P	S		P			
Information										S	P	S	P	P		
Leather and Allied Product Manufacturing														S		
Machinery Part Manufacturing															P	
Manufactured Home								p								P
Mining															S	S
Mixed Use						P	P			P	P	P	S			
Modular Home	P	P	P					S	P							P
Mobile Home								P								P
Mobile Home Park													S			P
Multi-Family				P	P	P	P				S	P				
NonMetallic Mineral Product Manufacturing															S	
Paper Manufacturing													S	S	P	
Parking Lot/Garage					P	P	P			S		P	P	P	P	
Personal and Laundry Services					S	S				S	P	P	P	P		
Personal Storage and Warehousing											P		P	P		
Petroleum and Coal Products Manufacturing															S	
Plastics and Rubber Products Manufacturing															P	
Primary Metal and Fabricated Metal Products Manufacturing															P	
Professional and Administrative Offices and Services										P	P	P	P	P		
Public Administration and Service										P	S	P	S	P	P	S

Recreation										S		P	P			S
Research and Development										S			P	P	P	
Residential Design Manufactured Home	P	P	P													P
Retail Trade											P	P	P			
RV Park													S			
Telecommunications Tower					S	S	S						S		P	P
Textile Mills, Textile Product Mills, and Apparel Manufacturing														S	S	
Townhome		S	S	P	P				P			P				
Transportation Activities											S		P	P	P	
Transportation and Equipment Manufacturing															P	
Two-Family			P	P	P				P							
Unit (condominium) ownership		P	P						P			P				
Utilities													P	P	P	P
Vehicle/Equipment Sales, Rental, and Service											S		P	P		
Warehousing and Storage														P	P	S
Waste Management and Remediation Services															P	
Wholesale Trade													P			
Wood Product Manufacturing														S	P	

Section 4: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

Section 5: 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 _____, 2024.

(SEAL)
ATTEST:

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS __DAY OF ____, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 04/15/2024

Second Reading:

ORDINANCE NO. 3535

AN ORDINANCE REZONING A TRACT OF LAND CONTAINING APPROXIMATELY 160 ACRES LOCATED AT THE NORTHWEST QUARTER SECTION OF PROPERTY ADDRESSED AS 1300 E. AIRPORT ROAD FROM PUBLIC (P) TO GENERAL INDUSTRIAL (IG).

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

Parcel located at 1300 E. AIRPORT ROAD:

THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 20 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, OKLAHOMA, APPROXIMATELY 160 ACRES.

be and the same is hereby rezoned from (P) PUBLIC to (IG) GENERAL INDUSTRIAL.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2024.

Kim Payne, Assistant City Attorney

First Reading: 04/15/2024
Second Reading: 05/06/2024

ORDINANCE NO. 3536

“AN ORDINANCE AMENDING STILLWATER CITY CODE OF ORDINANCES BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCIAL AFFAIRS, DIVISION 2, PURCHASES OF SUPPLIES AND CONTRACTUAL SERVICES, SECTION 2-609, PUBLIC CONSTRUCTION CONTRACTS TO REVISE THE VALUE OF PURCHASES SUBJECT TO COMPETITIVE BIDDING; AND SECTION 2-612, PURCHASING; LIMITATIONS TO REVISE THE VALUE OF PURCHASES SUBJECT TO CITY COUNCIL APPROVAL; 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: The Stillwater City Code, Chapter 2, Administration, Article VI, Financial Affairs, Division 2, Purchases of Supplies and Contractual Services, Section 2-609, Public Construction Contracts, to be amended as follows:

Sec. 2-609. Public construction contracts.

All public construction contracts valued at \$~~50,000.00~~100,000.00 or more shall be competitively bid. The city manager shall have the authority to promulgate, adopt and administer written procedures to carry out this section in accordance with this Code and state law.

SECTION 2: The Stillwater City Code, Chapter 2, Administration, Article VI, Financial Affairs, Division 2, Purchases of Supplies and Contractual Services, Section 2-612, Purchasing; Limitations, to be amended as follows:

Sec. 2-612. Purchasing; limitations.

Any single purchase valued at \$~~50,000.00~~100,000.00 or more shall be submitted to the city council for approval.

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

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

Passed, approved, and adopted this ___ day of ____, 2024.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

First Reading: 04/15/2024
Second Reading:

ORDINANCE NO. 3537

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF STILLWATER BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE I, IN GENERAL, BY AMENDING SECTION 2-1, TORT CLAIMS; WORKERS' COMPENSATION CLAIMS; PAYMENT

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

SECTION 1: Chapter 2, Administration, Article I, In General, of the Stillwater City Code, Section 2-1, be amended to read as follows:

Sec. 2-1. Tort claims; workers' compensation claims; payment.

The city manager is authorized to settle and pay tort claims and workers' compensation claims valued at less than ~~\$50,000.00~~ \$100,000 without prior city council approval, upon recommendation of the city attorney. The city council shall by resolution adopt guidelines for the processing of claims before the city manager may exercise authority granted under this section.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF APRIL, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF APRIL, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 4-15-2024
Second Reading:

ORDINANCE NO. 3532

AN ORDINANCE REZONING TRACTS OF LAND LOCATED AT 1515 N
BOOMER RD & 1120 N HUSBAND ST FROM COMMERCIAL GENERAL
(CG) AND COMMERCIAL SHOPPING (CS) TO PUBLIC (P)

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

Parcels located at 1515 N Boomer Rd & 1120 N Husband St:

1515 North Boomer Road (Warranty Deed – Book 2024, Page 432)

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, being more particularly described as follows:
COMMENCING from the Southeast Corner (SE/cor) of said Northwest Quarter (NW/4);
THENCE, South 89°53'00" West along the South line of said Northwest Quarter (NW/4) a distance of 320.25 feet to the POINT OF BEGINNING; THENCE, continuing South 89°53'00" West a distance of 73.91 feet to a point non-tangent curve, said point being on the Northerly right-of-way line for Franklin Street, as created by Warranty Deed in Book 349, Page 248, Payne County, Oklahoma; THENCE, along said Northerly right-of-way line Northwesterly on a curve to the right, having a radius of 170.00 feet and an arc length of 35.41 feet, also having a chord bearing of North 75°21'02" West and a chord length of 35.35 feet; THENCE, North 69°23'00" West a distance of 45.46 feet to a point of curvature; THENCE, Northwesterly on a curve to the left, having a radius of 230.00 feet an arc length of 83.23 feet, also having a chord bearing of North 79°45'00" West and a chord length of 82.78 feet; THENCE, South 89°53'00" West and parallel with and 40 foot Northerly of the South line of said Northwest Quarter (NW/4) a distance of 657.10 feet to a point of curvature; THENCE, Northwesterly on a curve to the right, having a radius of 70.00 feet and an arc length of 64.47 feet, also having a chord bearing of North 63°43'29" West and chord length of 62.22 feet to a point of reverse curvature; THENCE, Westerly on a curve to the left, having a radius of 135.00 feet and an arc length of 193.31 feet, also having a chord bearing of North 78°21'42" West and a chord length of 177.21 feet; THENCE, South 60°37'00" West a distance of 42.67 feet to the Easterly right-of-way line of Boomer Drive (Highway 177), as created by Easement for Right-of-way in favor of the State of Oklahoma, recorded in Book 54 Misc., Page 342, Payne County, Oklahoma; THENCE, North 29°23'00" West along said Easterly Right-of-way line created by said Easement for Right-of-way and also the Easement for Right-of-way in favor of the State of Oklahoma recorded in Book 54 Misc., Page 344, a distance of 363.85 feet; THENCE, North 63°47'12" East a distance of 43.03 feet; THENCE, North 00°10'00" East a distance of 240.87 feet to a point on the North line of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the said Northwest Quarter (NW/4); THENCE, North 89°52'00" East, along said North line, a distance of 300.74 feet to the Northeast Corner (NE/cor) of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4); THENCE, North 00°10'00" West, along the East line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4), a distance of 660.81 feet to the Northeast Corner (NE/cor) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4); THENCE, South 89°53'00" West, along the North line of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of said Northwest Quarter (NW/4), a distance of 854.57 feet to the Easterly right-of-way line of Boomer Drive (Highway 177) as created by the Easement for Right-of-way in favor of the State of Oklahoma recorded in Book 54 Misc., Page 347 Payne County, Oklahoma; THENCE, North 39°23'00" West along said Easterly Right-of-way line a distance of 28.66 feet; THENCE, North 89°53'00" East, parallel with and 25 foot North of the South line of the Northwest Quarter (NW/4) of said Northwest Quarter (NW/4) a distance of 868.55 feet to a point being 25 foot North of the Southwest Corner (SW/cor) of the Northeast Quarter (NE/4) of said Northwest Quarter (NW/4); THENCE, North 00°10'00" West along the West line a distance of 311.00 feet; THENCE, North 89°53'00" East a distance of 74.68 feet; THENCE, South 24°30'00" East a distance of 123.13 feet; THENCE, South 75°23'00" East a distance of 303.85 feet; THENCE, South 02°09'00" West a distance of 146.67 feet; THENCE, North 89°53'00" East a distance of 241.26 feet; THENCE, South 00°53'00" East a distance of 494.52 feet; THENCE, South 89°49'00" East a distance of 56.12 feet; THENCE, South 27°31'00" East a distance of 198.58 feet; THENCE, South 39°50'00" East a distance of

545.01 feet; THENCE, South 06°11'00" East a distance of 89.20 feet; THENCE, South 44°14'00" West a distance of 150.77 feet; THENCE, North 69°05'00" West a distance of 54.20 feet; THENCE, South 14°28'00" West a distance of 57.39 feet to the POINT OF BEGINNING. LESS AND EXCEPT a tract of land in the Northwest Quarter (NW/4) of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the intersection of the South line of said Northwest Quarter (NW/4) of Section Eleven (11) and the East right-of-way line of Boomer Road which is the POINT OF BEGINNING; THENCE, North 29°23' West along said right-of-way line a distance of 25.00 feet to the South right-of-way line of Franklin Street THENCE, N 60°37' East along said right-way-of line 42.67 feet; THENCE, on a curve to the right having a radius of 65 feet, a length of 90.50 feet, THENCE, on a curve to the left having a radius of 130 feet a length of 41.52 feet to a point on the South line of the Northwest Quarter (NW/4); THENCE, South 89°53' West along said South line 137.97 feet to the POINT OF BEGINNING.
(31.91 acres, per survey)

AND

1120 North Husband Street (Deed of Gift - Book 2671, Page 910)

A tract of land in part of the Southeast Quarter (SE/4), of the Southwest Quarter (SW/4), of Section Eleven (11), Township Nineteen (19) North, Range Two (2) East of the Indian Base and Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof.
Beginning at the Northeast Corner of said Southeast Quarter (SE/4), of the Southwest Quarter (SW/4); thence South 00°57'15" East along the easterly line of said Southeast Quarter (SE/4), of the Southwest Quarter (SW/4) for 120.87 feet: thence North 85°39'08" West for 167.21 feet; thence South 00°57'15" East for 4.18 feet; thence South 78°56'47" West for 79.53 feet; thence North 00°49'08" West, 124.13 feet to a point on the Northerly Line of said Southeast Quarter (SE/4), of the Southwest Quarter (SW/4); thence North 89°10'52" East along said Northerly Line for 244.50 feet to the Point of Beginning of said tract of land.
Tract of land containing 28,019.07 sq. ft. or 0.643 acres more or less.

be and the same is hereby rezoned from (CG) Commercial General and (CS) Commercial Shopping to (P) Public.

PASSED, APPROVED, AND ADOPTED THIS 15TH DAY OF APRIL, 2024.

(SEAL)
ATTEST:

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 15TH DAY OF APRIL, 2024.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 04/01/2024
Second Reading: 04/15/2024

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	11.a. CC-24-47
Previous/Related Action:	None
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 three-year terms (Art. III, §3.6). The terms of two Board members expire on May 6, 2024. Both Board members have expressed a willingness to be reappointed and include: • Kathryn Ross - Appointed May 2021 • Donna Sinnes - Appointed May 2021
Proposal/Solution:	Reappoint Kathryn Ross and Donna Sinnes to a second 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 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 #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Motion to reappoint Kathryn Ross and Donna Sinnes to second Library Board terms.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager
Attachments	None

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	11.b. CC-24-48
Previous/Related Action:	None
Background/Issue:	Per its trust charter, the Stillwater Public Library Trust Board has sole custody and management of the Library Trust. It has five trustees who serve three-year terms, two of which are appointed by the City Council. The term of Cynthia Francisco, appointed in July 2022, to fill a vacated position, ends June 30, 2024. Francisco has expressed a willingness to be reappointed.
Proposal/Solution:	Reappoint Cynthia Francisco, consider other applicants on file to fill the upcoming expired term, or if no applicants are on file, postpone the appointment of a Board member until additional applications are submitted.
Financial Source/Impact:	Postponing appointment of a trustee presents a high likelihood of adversely affecting the Trust Board's ability to achieve quorum, which will delay consideration of investment activities.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Motion to reappoint Cynthia Francisco.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Teresa Kadavy Christy Driskel
Submitted By:	Kimberly Meek, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	11.c. CC-24-49																		
Previous/Related Action:	None																		
Background/Issue:	The Rural Water Advisory Board (RWAB) advises and makes recommendations to the City Council on matters pertaining to operation and maintenance of the rural water systems operated and/or maintained by the City or the Stillwater Utilities Authority. The RWAB consists of 5 members who each serve a term of 3 years. Below is a list of current RWAB members. The board chair, Robert Sitton, advised the RWAB at their January 2024 meeting that Kent Bradley resigned in December 2023. Chair Sitton also announced that Danny Wick is interested in serving another 3-year term. <table><tr><th>Current Members</th><th>Term Expiration</th><th>Term</th></tr><tr><td>Robert Sitton</td><td>12/2025</td><td>5th</td></tr><tr><td>Bryce Campbell</td><td>12/2024</td><td>1st</td></tr><tr><td>Steven Mayo</td><td>12/2025</td><td>1st</td></tr><tr><td>Vacant (previously held by Kent Bradley)</td><td>12/2024</td><td></td></tr><tr><td>Vacant (previously held by Danny Wick)</td><td>12/2026</td><td></td></tr></table>	Current Members	Term Expiration	Term	Robert Sitton	12/2025	5th	Bryce Campbell	12/2024	1st	Steven Mayo	12/2025	1st	Vacant (previously held by Kent Bradley)	12/2024		Vacant (previously held by Danny Wick)	12/2026	
Current Members	Term Expiration	Term																	
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Steven Mayo	12/2025	1st																	
Vacant (previously held by Kent Bradley)	12/2024																		
Vacant (previously held by Danny Wick)	12/2026																		

Proposal/Solution:	The RWAB currently has 2 vacancies. Danny Wick has expressed interest in serving a second term. Bill Furman has expressed interest in serving on the board and will complete the final year of Kent Bradley's term. Applications for Danny and Bill are attached to this report.
Financial Source/Impact:	There is no financial impact with this action.
Related Strategic Priority:	#6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Recommend to Mayor Joyce the appointment of Danny Wick and Bill Furman to the Rural Water Advisory Board.
Prepared By:	David Barth, Engineering Manager of Water Utilities
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 15, 2024



Agenda Item:	11.d. CC-24-50
Previous/Related Action:	
Background/Issue:	City Council established the Washington School Advisory Committee on February 5, 2024. The duties of the Committee are to advise and make recommendations regarding the assessment, proposed design, renovation, or redevelopment of Washington School from planning through construction in order to meet the objective of executing improvements for future use for education, sports recreation, events and parking. Upon adoption of Resolution No. CC-2024-10 there will be vacancies on the Committee. The City has received applications from five individuals seeking appointment to Committee.
Proposal/Solution:	Appoint Thomas Fields, Ann Houston, Calvin Miller, Jessie Sims, and Kay Stewart to the Washington School Advisory Committee.
Financial Source/Impact:	
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Motion to appoint Thomas Fields, Ann Houston, Calvin Miller, Jessie Sims, and Kay Stewart to the Washington School Advisory Committee.
Prepared By:	Christy Driskel, HR Director
Reviewed By:	Teresa Kadavy Brady Moore
Submitted By:	Kimberly Meek, City Manager

Attachments

None