



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
FEBRUARY 24, 2025

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

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

1. Call Meeting to Order
2. Pledge of Allegiance
3. 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 February 10, 2025 regular meeting minutes		
b.	Accept two utility easements at 219 W. Lakeview Road which is necessary for continued access to utilities in connection with a minor subdivision.	CC-25-30	Joshua Brown
c.	Accept a 20-foot sanitary sewer easement from Bank SNB National Association for property located at 5021 N. Perkins Road which is necessary to provide continued access to sewer in connection with the construction of the SPS Operations of Education Services building.	CC-25-31	Joshua Brown
d.	Accept right-of-way dedications for property addressed as 231 N. Husband Street which is	CC-25-32	Joshua Brown

	necessary to meet city code requirements for widths of right-of-way in connection with a minor subdivision.		
e.	Approve Memo to set the public hearing date for April 7, 2025 for the closing of a portion of a general utility, drainage and pedestrian easement on property located at 410 W Franklin Lane per application by Independent School District No. 16 as required by City Code 23-60(b).		Joshua Brown
f.	Approve budget amendments increasing Visitor Tax revenue projections and increasing transfer of tax revenue to the Destination Marketing Fund and Visitor Amenities Fund in the Stillwater Economic Development Authority.		Christy Cluck

4. Public Comment on Items not Scheduled for Public Hearings

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

5. Items Removed from the Consent Docket

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

6. Public Hearings

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

a.	Receive public comment regarding a request from Stillwater Star West, LLC for a map amendment, to rezone property addressed as 5599 W. 6th Avenue, also referred to as 5499 W. 6th Avenue, from RTM (Two-Family and Multi-Family) and CG (Commercial General) to RTM (Two-Family and Multi-Family) district.	CC-25-33	Joshua Brown
b.	Receive public comment regarding a request from Halle Properties, LLC, for a Specific Use Permit , to allow Vehicle & Equipment Sales & Service on a portion of property addressed 1600 N Perkins Rd. in the CS (Commercial Shopping) district.	CC-25-34	Joshua Brown

c.	Receive public comment regarding a request from Independent School District No. 16 and Bank SNB, for closing of a portion of right-of-way at the property located at 5021 N. Perkins Road, more particularly described a portion of Northgate Drive and N Benjamin Street to and along Lot 4 of Northgate Commercial Area, First Section	CC-25-35	Joshua Brown
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7. General Orders

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

a.	Consider approval of agreement between Payne County and the City of Stillwater for Public Safety Communications Coordination for Interoperability.	CC-25-36	Rob Hill
b.	Consider approval of the following actions related to the construction of the new Airport terminal and Airport access road and roundabout improvements: • approve the award by Lippert Bros., Inc. of contracts for PWP#3; • approve Amendment #3, Exhibit A-1 and Exhibit C-3 to the CMAR Agreement for conversion of PWP#3 to a partial Guaranteed Maximum Price of \$3,124,479; • authorize the City Manager to execute Amendment #3, Exhibit A-1 and Exhibit C-3 to the CMAR Services Agreement and related documents; • approve Amendment #9 to Olsson's Professional Services Agreement (PSA) for construction administration services for a not-to-exceed fee of \$39,300; • authorize the City Manager to execute Amendment #9 to Olsson's PSA and related documents; • authorize the City Manager to execute the ONG Agreement for a fee of \$229,250.47	CC-25-37	Candy Staring

	and related documents; • authorize total expenditures of \$3,918,785 for PWP#3 roadway, drainage and detention construction work, CMAR markups and fees, construction administration, city-procured materials, fiber line materials and installation, gas utility relocation and contingency; and • approve associated budget amendments.		
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8. Ordinances

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

First Read

a.	ORDINANCE NO. 3557: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 5599 W 6TH AVENUE FROM TWO-FAMILY AND MULTI-FAMILY (RTM) and COMMERCIAL GENERAL (CG) TO TWO-FAMILY AND MULTI-FAMILY (RTM)
b.	ORDINANCE NO. 3558: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCIAL AFFAIRS, DIVISION 1, GENERALLY, BY AMENDING SECTION 2-586, SALE OF SURPLUS, OBSOLETE, ETC., CITY PROPERTY BY AMENDING THE NOTICE REQUIREMENT TO ALLOW FOR NOTICE ON THE CITY OF STILLWATER WEBSITE FOR DISPOSITION OF SURPLUS OR OBSOLETE PROPERTY; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.
c.	ORDINANCE NO. 3559: AN ORDINANCE CLOSING A PORTION OF RIGHTS-OF-WAY LOCATED AT NORTH AND EAST OF LOT FOUR (4), NORTHGATE COMMERCIAL AREA, FIRST SECTION IN SECTION 25, TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST ON PROPERTY ADDRESSED 5021 N PERKINS ROAD

Second Read

a.	ORDINANCE NO. 3555: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 29, MOTOR VEHICLES AND TRAFFIC, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, DIVISION 1, GENERALLY, SECTION 29-32, DUTIES OF CITY MANAGER, BY SPECIFICALLY ALLOWING THE CITY MANAGER TO LIMIT OR EXTEND EXISTING ESTABLISHED PARKING TIME LIMITS AND WAIVING OTHER PARKING RESTRICTIONS AS DEEMED NECESSARY DURING SPECIAL EVENTS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.
b.	ORDINANCE NO. 3556: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY

	AMENDING CHAPTER 33, PARKS, EVENTS AND RECREATION, ARTICLE 1, IN GENERAL, SECTION 33-15, CAMPING PROHIBITED; EXCEPTIONS BY SPECIFICALLY ALLOWING THE CITY MANAGER AUTHORITY TO GRANT OVERNIGHT CAMPING IN CITY PARKS AND PUBLIC AREAS DURING SPECIAL EVENTS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.
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9. Reports from Officers and Boards

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

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

10. Questions and Inquiries

11. Adjourn

On February 21, 2025 at 11:15 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED FEBRUARY 7, 2025 AT 9:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
FEBRUARY 10, 2025**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. CONSENT DOCKET

- a. Approve January 27, 2025 regular meeting minutes
- b. Approve providing Notice of Termination of the 1966 General Agreement for Joint Use of Wood Poles between City of Stillwater and Southwestern Bell Telephone Company and 1996 Rental Amendment thereto and authorize the City Manager to sign the Notice of Termination Letter.
- c. Accept the Deed of Dedication for Parcel 4.1 to provide for additional right-of-way for public access and utilities which is necessary in support of the parking access service road and round-a-bout phase of the New Airport Terminal Building and Improvements Project.
- d. Approve \$110,000 in expenditures for city-procured and installed technology components for the new Fire Station #2 project and approve the associated budget amendment.
- e. Approve budget amendments reflecting receipt and appropriation of \$18,517 in Oklahoma Department of Libraries State Aid grant funds to the Stillwater Public Library
- f. Approve budget amendments reflecting receipt and appropriation of \$1,500 in Oklahoma Humanities grant funds to the Stillwater Public Library for the Let's Talk About It reading series
- g. Approve budget amendments reflecting receipt and appropriation of \$1,784 in Oklahoma Department of Libraries OLA Conference grant funds to the Stillwater Public Library
- h. Approve budget amendments reflecting receipt and appropriation of \$13,733 in Oklahoma Historical Society grant funds to the Stillwater Public Library for the digitization of historic records
- i. Approve budget amendments reflecting receipt and appropriation of \$2,893 in donations to the Stillwater Public Library

City Attorney Kimberly Carnley stated that she was requesting a correction to the January 27, 2025 proposed meeting minutes from the city clerk. On page 2 in the roll call vote, the minutes currently shows an abstain by Councilor Clark and it needs to state that Councilor Clark did not participate on that item and did not vote. Ms. Carnley stated with that change she would recommend approval of the amended minutes.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO APPROVE THE CONSENT DOCKET AS AMENDED.

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

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. GENERAL ORDERS

a. Western Payne County Ambulance Trust Authority Presentation (WPCATA)

Assistant City Manager and Finance Director Christy Cluck stated that the Western Payne County Ambulance Trust Authority (WPCATA) did approach the City recently requesting to present to Council regarding an update to their service and rate structure. Ms. Cluck explained how the City interacts with the Trust Board.

Trust Board Chairman Jerry Moeller gave a brief history of the Trust Authority and named the Board of Trustees. He presented a map of the service area for WPCATA and he presented the annual 911 volume and annual interfacility transfers. He presented a financial summary and discussed the membership dues. Mr. Moeller reported that five out of the last six years WPCATA has been operating in the red. He stated they are operating on reserves and those funds are starting to run out. Mr. Moeller reported that the fee will be raised to \$6 effective July 1, 2025 and the Trust feels this increase will cover their needs for the next 10 years. He stated that they would like to have a stuffer in the City's utility bills explaining the need for the increase and WPCATA will pay for the stuffers.

7. ORDINANCES

a. First Reading

Ordinance No. 3555: An ordinance amending the Stillwater City Code by amending Chapter 29, Motor Vehicles and Traffic, Article II, Administration and Enforcement, Division 1, Generally, Section 29-32, Duties of City Manager, by specifically allowing the City Manager to limit or extend existing established parking time limits and waiving other parking restrictions as deemed necessary during special events; repealing all ordinances to the contrary; and providing for severability; and declaring an emergency.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3555 TO SECOND READ AS PRESENTED.

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

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO DECLARE ORDINANCE NO. 3555 AN EMERGENCY.

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

Ordinance No. 3556: An ordinance amending the Stillwater City Code by amending Chapter 33, Parks, Events and Recreation, Article 1, in general, Section 33-15, Camping Prohibited; exceptions by

specifically allowing the City Manager authority to grant overnight camping in City Parks and Public Areas during special events; repealing all ordinances to the contrary; and providing for severability; and declaring an emergency.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3556 TO SECOND READ AS PRESENTED.

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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO DECLARE ORDINANCE NO. 3556 AN EMERGENCY.

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

b. Second Reading

Ordinance No. 3554: AN ordinance rezoning a tract of land containing approximately 6.8 acres, located at 2020 W. Airport Road, area referred to as 3111 N. Hargis Road, From Light Industrial (IL) To Public (P).

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3554 AS PRESENTED.

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

8. APPOINTMENTS

a. Stillwater Regional Airport Advisory Board

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO REAPPOINT DENISE ROBERTS TO A SECOND TERM ENDING IN 2028, REAPPOINT BILL ARRINGTON TO SECOND TERM ENDING IN 2027 AND REAPPOINT MINDY MURRAY TO A SECOND TERM ENDING IN 2028.

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

9. REPORTS FROM OFFICERS AND BOARDS

a. Miscellaneous items from the City Attorney: None.

b. Miscellaneous items from the City Manager:

- City Manager Brady Moore announced that the Stillwater Electric Utility (SEU) has once again demonstrated its commitment to excellence, earning first-place honors from the Municipal Electric Systems of Oklahoma (MESO) for both Electric Operations and Reliability and Safety, for the second year in a row. With an impressive 99.99% reliability rate in 2023 and more than 118,000 work hours with no reportable safety incidents, SEU continues to set a high standard in the industry. These awards reflect the hard work and dedication of SEU's expert team, who ensure safe and reliable service for Stillwater residents 24/7. We are proud to have such a strong public power provider serving our community, and we extend our gratitude to SEU for their commitment to safety, innovation, and

outstanding service. Great job, Director Loren Smith, and team, for all that you do for our community and each other.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that the City is accepting applications for various committees including the Board of Adjustments, Board of Drainage Appeals, and Building Trades Board. Committees are essential for increased development and infrastructure projects within our community. If anyone would like to get involved in their local government and help make Stillwater even greater, please consider serving on one or more of these committees.
- Councilor Hardin welcomed the students from the OSU College of Engineering, Architecture and Technology.
- Councilor Clark invited residents to please join City staff for the Parks Open House on Thursday, February 20, beginning at 5:30 p.m., at the Stillwater Community Center. City staff look forward to hearing your suggestions, concerns, and ideas about Stillwater parks, community spaces and facilities. The City wants to ensure our parks and public spaces meet the needs of our residents and families. There will be sign-ups for volunteer opportunities, and we plan to share information collected from recent park surveys.
- Councilor Hawkins announced that City offices will be closed for Presidents Day on Monday, February 17. Trash, recycling, and yard waste will still be collected. Make sure to set your carts out by 6 a.m. because collection routes can vary.
- Vice Mayor Dzialowski stated that it's that time of year to file taxes and the Stillwater Library is offering assistance. Community members can schedule appointments for free tax preparation assistance from the American Association of Retired Persons (AARP) by scheduling an appointment online at: stillwaterok.gov/LibraryTaxes, or by calling (405) 372-3633, extension 8106. Appointments are available now through April 8. Please know, the library will still help schedule appointments and be a pickup location for intake packets, but appointments will take place at the Community Center due to construction at the library.
- Mayor Joyce announced that there will be a proposition to construct a new Animal Welfare facility on the April 1, 2025, ballot for voters to consider. Throughout the next several weeks, staff will be presenting and discussing details of the proposition and TIME project with local organizations, stakeholders, and residents. If you would like additional information about the project or you would like to schedule staff for a presentation, go online to: stillwaterok.gov/time or contact Dawn Dodson at: (405) 742-8214 or email at dawn.dodson@stillwaterok.gov. Also, the deadline to register to vote in the April 1 election is March 7. Registering to vote can be done by mail, online, or in person at the Payne County Election Board. Their website is: paynecounty.org/election-board.

d. Discussion about scheduling items for future meetings.

10. QUESTIONS & INQUIRIES

None.

11. ADJOURN

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADJOURN THE FEBRUARY 10, 2025 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The February 10, 2025 regular meeting of the Stillwater City Council adjourned at 6:00 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

DRAFT

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 24, 2025



Agenda Item:	3.b. CC-25-30
Previous/Related Action:	None
Background/Issue:	• Sarah Elizabeth Duckwall, owns property addressed as 219 West Lakeview Road. These easements will provide access to utilities for a new tract created by a minor subdivision. • The 10-foot utility easement consists of 613 square feet (0.014 acres). The 25-foot general utility easement consists of 6,689 square feet (0.153 acres)
Proposal/Solution:	Staff recommends acceptance of this dedication of two General Utility Easements.
Financial Source/Impact:	There is no additional financial impact from the acceptance of these easements.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the utility easements and authorize the Mayor to execute the easement documents.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Esmt 10ft Utility Easement - 219 W Lakeview Rd - SUB25-01 w_Exhibit
2. Esmt 25ft Utility Easement - 219 W Lakeview Rd - SUB25-01 w_Exhibit

GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Sarah Elizabeth Duckwall**, individual, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF 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, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW/4; THENCE SOUTH 88°52'19" WEST ALONG THE NORTH LINE OF SAID NW/4 FOR 355.00 FEET; THENCE SOUTH 00°54'08" EAST FOR 33.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING SOUTH 00°54'08" EAST FOR 205.05 FEET; THENCE SOUTH 88°52'19" WEST, PARALLEL WITH THE NORTH LINE OF SAID NW/4 FOR 208.33 FEET TO A POINT ON THE EAST LINE OF THE PROPERTY DESCRIBED IN DEED RECORD BOOK 68D.R., PAGE 255; THENCE NORTH 25°07'40" EAST ALONG SAID EAST LINE FOR 228.64 FEET; THENCE NORTH 88°52'19" EAST, PARALLEL WITH THE NORTH LINE OF SAID NW/4 FOR 108.00 FEET (PREVIOUSLY DESCRIBED AS 92.6 FEET) TO THE POINT OF BEGINNING OF SAID TRACT OF LAND. (AKA TRACT 1)

SAID TRACT OF LAND CONTAINS 0.745 ACRE, MORE OR LESS.

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

A 10 FEET WIDE STRIP OF LAND THAT IS PART OF 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, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW/4; THENCE SOUTH 88°52'19" WEST ALONG THE NORTH LINE OF SAID NW/4 FOR 355.00 FEET; THENCE SOUTH 00°54'08" EAST FOR 176.75 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE CONTINUING SOUTH 00°54'08" EAST FOR 61.30 FEET; THENCE SOUTH 88°52'19" WEST FOR 10.00 FEET; THENCE NORTH 00°54'08" WEST FOR 61.30 FEET; THENCE NORTH 88°52'19" EAST FOR 10.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

The easement contains 613 square feet or 0.014 acres more or less and is subject to all recorded easements and rights of way thereof.

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

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


BY: Sarah Elizabeth Duckwall, individual

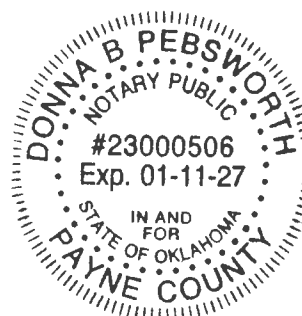
STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 28 day of January, 2025, personally appeared, **Sarah Elizabeth Duckwall**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

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


NOTARY PUBLIC

My Commission Expires: 1/11/27
My Commission Number: 23000506
(SEAL)



[illegible]

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

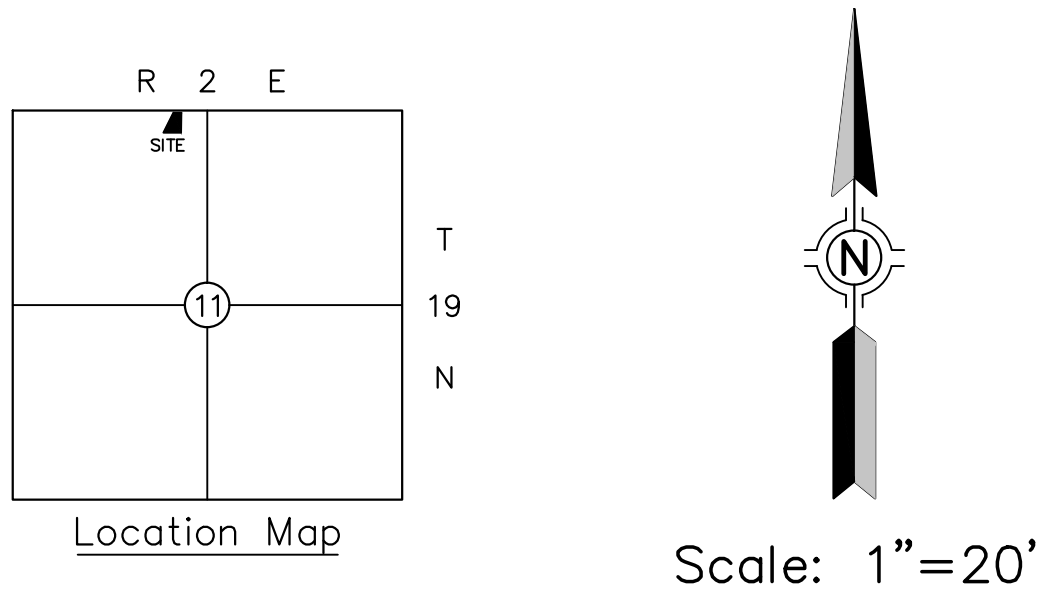
(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

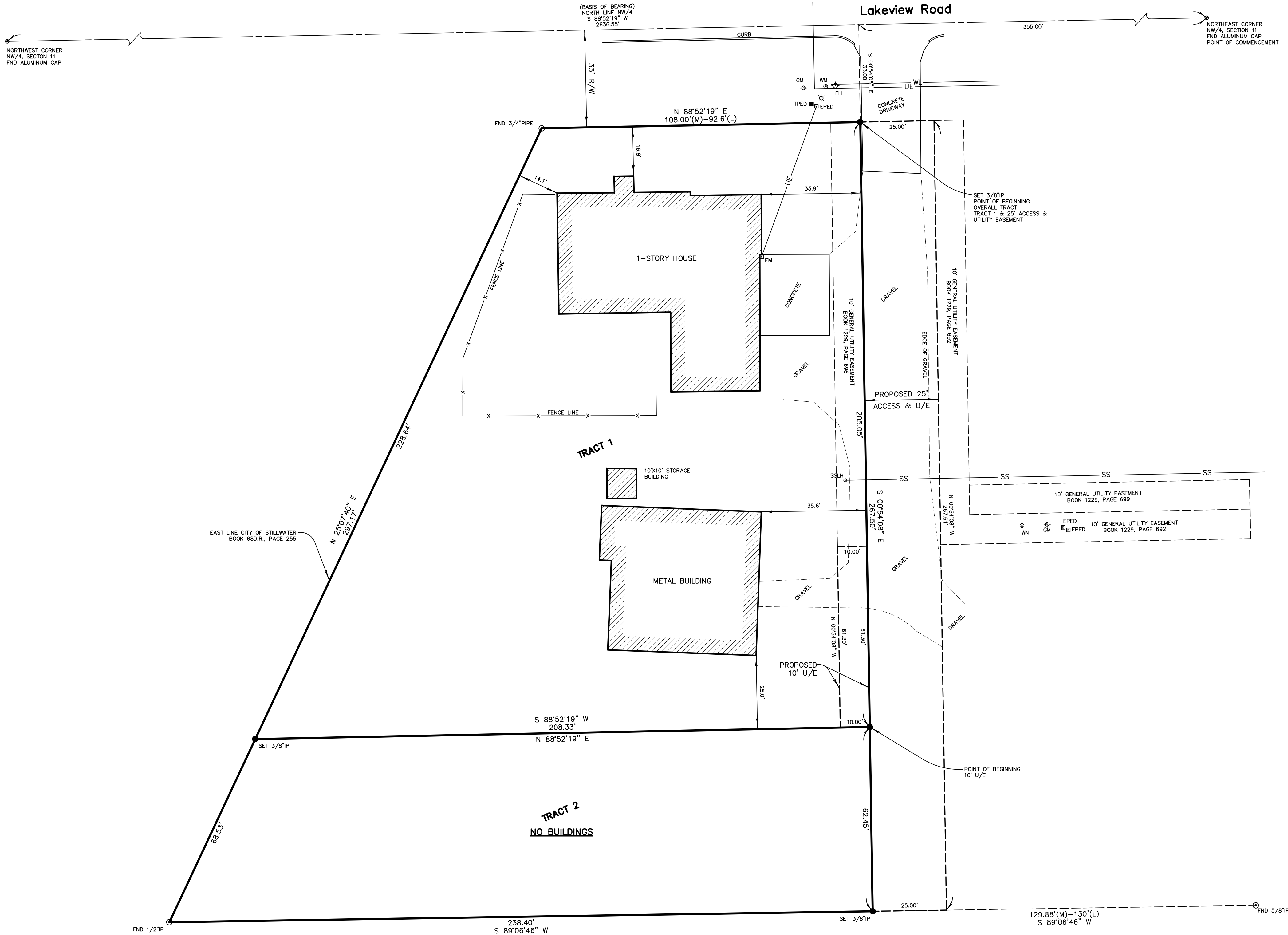
Approved as to form and legality this _____ day of _____, 2025

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



Legend

- ACC ACCESS
A/C AIR CONDITIONER
AS AUTO SPRINKLER
BLDG BUILDING
BL BUILDING LIGHT
CB CHORD BEARING
CLM COLUMN
CL CENTERLINE
CO SEWER CLEAN-OUT
CONC CONCRETE
CJW COLUMN
D DELTA ANGLE
DS DOWNSPOUT
E/E ELECTRIC EASEMENT
EM ELECTRIC METER
EPED ELECTRIC PEDESTAL
EAS EASEMENT
(F) FIELD MEASUREMENT
FH FIRE HYDRANT
FL FLOWLINE (INVERT)
FDC FIRE DEPARTMENT CONNECTION
FND FOUND
FP FLAGPOLE
G GUTTER
GL GROUND LIGHT
GM GAS METER
GP GUARD POST
GR GAS RISER
GUY GUY DOWN
GV GAS VALVE
ICV IRRIGATION CONTROL VALVE
IP IRON PIN
(L) LEGAL
LP LIGHT POLE
(M) MEASURED
MB MAIL BOX
ML METAL LID
MW MONITOR WELL
OC OVERHEAD CABLE
OE OVERHEAD ELECTRIC
OT OVERHEAD TELEPHONE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PP POWER POLE
PPT POWER POLE WITH TRANSFORMER
PLAT PLAT
R/R REINFORCED CONCRETE PIPE
R RADIUS
R/W RIGHT-OF-WAY
SC SUPPORT COLUMN
SD STORM DRAIN
SDMH STORM DRAIN MANHOLE
SGDI SINGLE GRATE DROP INLET
SPHD SPRINKLER HEAD
SS SANITARY SEWER
SSLH SANITARY SEWER LAMPHOLE
SSMH SANITARY SEWER MANHOLE
TC TOP OF CURB
TG TOP OF INLET GRATE
TGD TRIPLE GRATE DROP INLET
TH TOP OF HEADWALL
TP TOP OF PAVING
TPED TELEPHONE PEDESTAL
TR TOP OF MANHOLE RIM
TSB TRAFFIC SIGNAL BOX
TSP TRAFFIC SIGNAL
TW TOP OF WALL
TYP TYPICAL
UC UNDERGROUND CABLE
UG UNDERGROUND GAS LINE
UE UNDERGROUND ELECTRIC
U/E UTILITY EASEMENT
UT UNDERGROUND TELEPHONE
UTMH UTILITY MANHOLE
W WATERLINE
WM WATER METER
WMH WATER MANHOLE
WV WATER VALVE
XPMR TRANSFORMER



Notes

1. ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT AVAILABLE TO SURVEYOR AT DATE OF SURVEY.
2. THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD, NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES FOR EASEMENTS WAS PERFORMED FOR THIS SURVEY, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT.
3. BEARINGS SHOWN HEREON ARE ASSUMED WITH THE NORTH LINE OF LOT 2 N 87°56'34" E.
4. TRACT 1 CONTAINS 0.745 ACRE, MORE OR LESS.
TRACT 2 CONTAINS 0.318 ACRES, MORE OR LESS.
5. ALL OF THE PROPERTY DESCRIBED HEREON IS ZONE "RSS".

GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Sarah Elizabeth Duckwall**, individual, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN BASE AND MERIDIAN, PAYNE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 33.0 FEET SOUTH AND 320.0 FEET WEST OF THE NORTHEAST CORNER (NE/COR) OF SAID NORTHWEST QUARTER (NW/4); THENCE, SOUTH A DISTANCE OF 133.75 FEET; THENCE, EAST PARALLEL TO THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 95.0 FEET; THENCE, SOUTH A DISTANCE OF 133.75 FEET; THENCE, WEST A DISTANCE OF 130.0 FEET; THENCE, NORTH A DISTANCE OF 267.5 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR WEST LAKEVIEW ROAD; THENCE, EAST A DISTANCE OF 35 FEET TO THE POINT OF BEGINNING; (AKA 215 WEST LAKEVIEW ROAD)

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

A 25 FEET WIDE STRIP OF LAND THAT IS PART OF 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, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NW/4; THENCE SOUTH 88°52'19" WEST ALONG THE NORTH LINE OF SAID NW/4 FOR 355.00 FEET; THENCE SOUTH 00°54'08" EAST FOR 33.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE CONTINUING SOUTH 00°54'08" EAST FOR 267.50 FEET; THENCE NORTH 89°06'46" EAST FOR 25.00 FEET; THENCE NORTH 00°54'08" WEST FOR 267.61 FEET; THENCE SOUTH 88°52'19" WEST PARALLEL WITH THE NORTH LINE OF SAID NW/4 FOR 25.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

The easement contains 6,689 square feet or 0.153 acres more or less and is subject to all recorded easements and rights of way thereof.

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

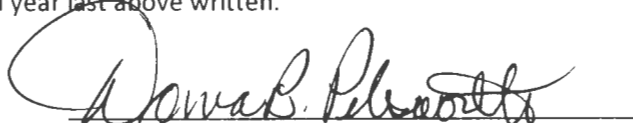
Except as herein granted, the grantors shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantors commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure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


BY: Sarah Elizabeth Duckwall, individual

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 28 day of January, 2025, personally appeared, **Sarah Elizabeth Duckwall**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth.

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


NOTARY PUBLIC

My Commission Expires: 1/11/27
My Commission Number: 23000506
(SEAL)



[illegible]

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

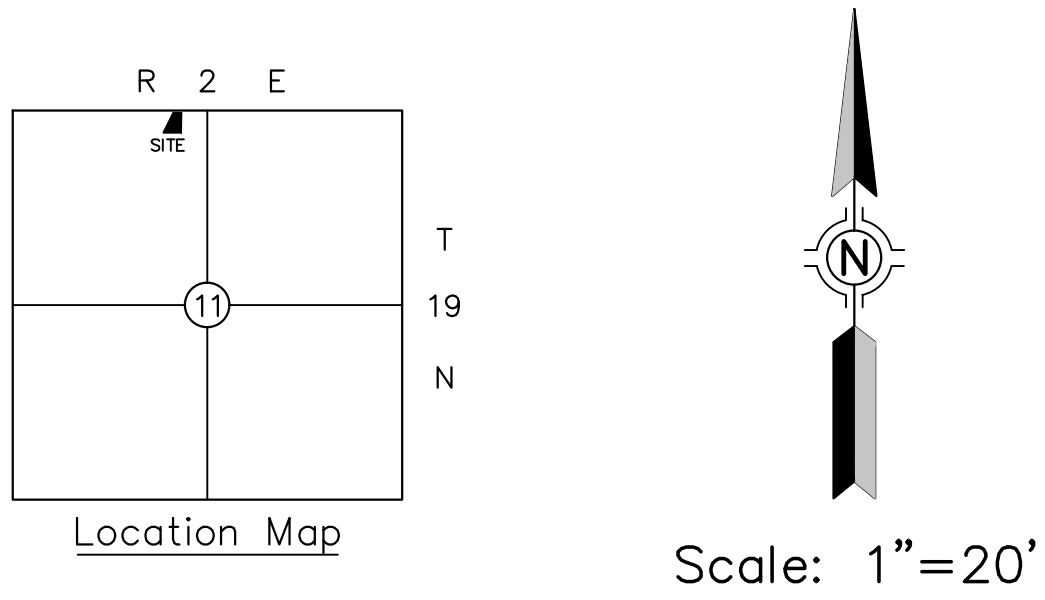
(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

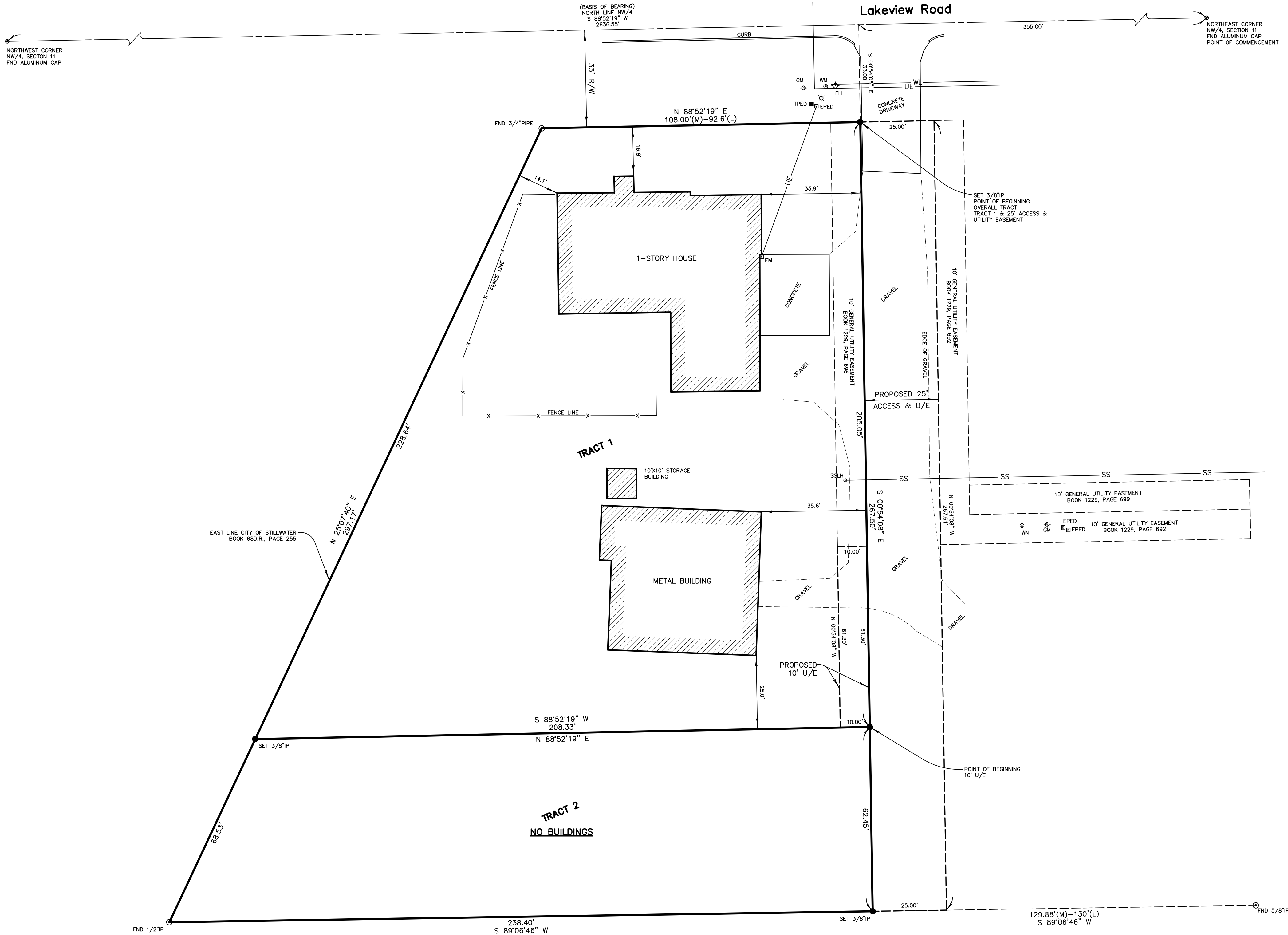
Approved as to form and legality this _____ day of _____, 2025

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



Legend

- ACC ACCESS
A/C AIR CONDITIONER
AS AUTO SPRINKLER
BLDG BUILDING
BL BUILDING LIGHT
CB CHORD BEARING
CLM COLUMN
CL CENTERLINE
CO SEWER CLEAN-OUT
CONC CONCRETE
CJW COLUMN
D DELTA ANGLE
DS DOWNSPOUT
E/E ELECTRIC EASEMENT
EM ELECTRIC METER
EPED ELECTRIC PEDESTAL
EAS EASEMENT
(F) FIELD MEASUREMENT
FH FIRE HYDRANT
FL FLOWLINE (INVERT)
FDC FIRE DEPARTMENT CONNECTION
FND FOUND
FP FLAGPOLE
G GUTTER
GL GROUND LIGHT
GM GAS METER
GP GUARD POST
GR GAS RISER
GUY GUY DOWN
GV GAS VALVE
ICV IRRIGATION CONTROL VALVE
IP IRON PIN
(L) LEGAL
LP LIGHT POLE
(M) MEASURED
MB MAIL BOX
ML METAL LID
MW MONITOR WELL
OC OVERHEAD CABLE
OE OVERHEAD ELECTRIC
OT OVERHEAD TELEPHONE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
PP POWER POLE
PPT POWER POLE WITH TRANSFORMER
PP PLAT
RCP REINFORCED CONCRETE PIPE
R RADIUS
R/W RIGHT-OF-WAY
SC SUPPORT COLUMN
SD STORM DRAIN
SDMH STORM DRAIN MANHOLE
SGDI SINGLE GRATE DROP INLET
SPHD SPRINKLER HEAD
SS SANITARY SEWER
SSLH SANITARY SEWER LAMPHOLE
SSMH SANITARY SEWER MANHOLE
TC TOP OF CURB
TG TOP OF INLET GRATE
TGD TRIPLE GRATE DROP INLET
TH TOP OF HEADWALL
TP TOP OF PAVING
TPED TELEPHONE PEDESTAL
TR TOP OF MANHOLE RIM
TSB TRAFFIC SIGNAL BOX
TSP TRAFFIC SIGNAL
TW TOP OF WALL
TYP TYPICAL
UC UNDERGROUND CABLE
UG UNDERGROUND GAS LINE
UE UNDERGROUND ELECTRIC
U/E UTILITY EASEMENT
UT TELEPHONE MANHOLE
UTMH
W WATERLINE
WM WATER METER
WMH WATER MANHOLE
WV WATER VALVE
XPMR TRANSFORMER



Notes

1. ABSTRACT OF TITLE OR ATTORNEY'S TITLE OPINION NOT AVAILABLE TO SURVEYOR AT DATE OF SURVEY.
2. THIS FIRM WAS NOT CONTRACTED TO RESEARCH EASEMENTS OR ENCUMBRANCES OF RECORD. NO ATTEMPT TO RESEARCH THE COUNTY RECORDS OR OTHER RECORD OFFICES FOR EASEMENTS WAS PERFORMED FOR THIS SURVEY, THEREFORE EASEMENTS MAY AFFECT THE SUBJECT TRACT THAT ARE NOT REFLECTED BY THIS PLAT.
3. BEARINGS SHOWN HEREON ARE ASSUMED WITH THE NORTH LINE OF LOT 2 N 87°56'34" E.
4. TRACT 1 CONTAINS 0.745 ACRE, MORE OR LESS.
TRACT 2 CONTAINS 0.318 ACRES, MORE OR LESS.
5. ALL OF THE PROPERTY DESCRIBED HEREON IS ZONE "RSS".

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 24, 2025



Agenda Item:	3.c. CC-25-31
Previous/Related Action:	None
Background/Issue:	• Bank SNB National Association owns property addressed as 5021 North Perkins Road. This property is on a lease purchase agreement with Independent School District No. 16. • The land owner has requested to close a portion of the public right-of-way that abuts 5021 N. Perkins Road. Closing of the right-of-way will eliminate the City's ability to access and maintain a small segment of the public sewer system. This sewer easement will provide continued access to the sewer segment after the right-of-way is closed. • The 20-foot sanitary sewer easement consists of 200 square feet (0.005 acres).
Proposal/Solution:	Staff recommends acceptance of the 20-foot sanitary sewer easement.
Financial Source/Impact:	There is no financial impact with this request.
Related Strategic Priority:	#4 CONNECTED SPACES #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to accept the sanitary sewer easement and authorize the Mayor to execute the easement document.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Esmt Sanitary Sewer Easement w_ Exhibit

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **SIMMONS BANK, successor to BANK SNB, NATIONAL ASSOCIATION**, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS ALL THAT PART OF NORTHGATE DRIVE AND BENJAMIN STREET LYING NORTH AND EAST OF LOT FOUR (4), NORTHGATE COMMERCIAL AREA, FIRST SECTION, BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 00°25'06" EAST ALONG THE EAST LINE OF SAID LOT 4 FOR 377.70 FEET; THENCE NORTHWESTERLY ALONG SAID EAST LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CHORD BEARING OF NORTH 21°38'57" WEST, AND A CHORD DISTANCE OF 48.84 FEET FOR AN ARC LENGTH OF 50.07 FEET; THENCE NORTH 43°43'00" WEST ALONG SAID EAST LINE FOR 76.67 FEET; THENCE NORTHWESTERLY ALONG SAID EAST LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 512.47 FEET, A CHORD BEARING OF NORTH 35°08'57" WEST, AND A CHORD DISTANCE OF 152.69 FEET FOR AN ARC LENGTH OF 153.26 FEET; THENCE NORTH 26°34'54" WEST ALONG SAID EAST LINE FOR 4.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 63°25'06" WEST ALONG THE NORTH LINE OF SAID LOT 4 FOR 15.44 FEET; THENCE WESTERLY ALONG SAID NORTH LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 416.97 FEET, A CHORD BEARING OF NORTH 87°49'54" WEST, AND A CHORD DISTANCE OF 401.12 FEET FOR AN ARC LENGTH OF 418.46 FEET; THENCE NORTH 59°04'54" WEST ALONG SAID NORTH LINE FOR 155.13 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 4; THENCE NORTH 30°55'01" EAST FOR 70.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHGATE DRIVE; THENCE SOUTH 59°04'54" EAST ALONG SAID RIGHT OF WAY LINE FOR 155.13 FEET; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 346.97 FEET, A CHORD BEARING OF SOUTH 87°49'54" EAST, AND A CHORD DISTANCE OF 333.78 FEET FOR AN ARC LENGTH OF 348.21 FEET; THENCE NORTH 63°25'06" EAST ALONG SAID RIGHT OF WAY LINE FOR 85.44 FEET TO THE EAST RIGHT OF WAY LINE OF BENJAMIN STREET; THENCE SOUTH 26°34'54" EAST ALONG THE EAST RIGHT OF WAY LINE OF BENJAMIN STREET FOR 74.99 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 442.47 FEET, A CHORD BEARING OF SOUTH 35°08'57" EAST, AND A CHORD DISTANCE OF 131.83 FEET FOR AN ARC LENGTH OF 132.33 FEET; THENCE SOUTH 43°43'00" EAST ALONG SAID RIGHT OF WAY LINE FOR 76.67 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING OF SOUTH 21°38'57" EAST, AND A

CHORD DISTANCE OF 101.44 FEET FOR AN ARC LENGTH OF 103.99 FEET; THENCE SOUTH 00°25'06" WEST ALONG SAID RIGHT OF WAY LINE FOR 376.93 FEET; THENCE SOUTH 89°47'00" WEST FOR 70.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINS 91,188 SQUARE FEET OR 2.093 ACRES, MORE OR LESS.

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

BEGINNING AT THE NORTHERLY MOST CORNER OF SAID LOT 4, AT A POINT ON THE SOUTH LINE OF NORTHGATE DRIVE, THENCE SOUTH 59°04'54" EAST ALONG THE SOUTH LINE OF THE VACATED NORTHGATE DRIVE A DISTANCE OF 10 FEET;
THENCE NORTH 30°55'01" EAST, A DISTANCE OF 20 FEET;
THENCE NORTH 59°04'54" WEST A DISTANCE OF 10 FEET;
THENCE SOUTH 30°55'01" WEST, A DISTANCE OF 20 FEET, TO THE POINT OF BEGINNING.

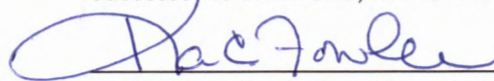
SAID TRACT OF LAND CONTAINS 200 SQUARE FEET (0.0046 ACRES) MORE OR LESS

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

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

This Sanitary Sewer Easement is entered into and granted this 7th day of February 2025.

SIMMONS BANK
Successor to BANK SNB, NATIONAL ASSOCIATION



Kevin C. Fowler, Regional President

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 7th day of February, 2025, personally appeared, Kevin C. Fowler, Regional President for Simmons Bank, successor to Bank SNB, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of the Grantor for the uses and purposes therein set forth.

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



NOTARY PUBLIC

My Commission Expires: 09/20/27
My Commission Number: 23012745
(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



[illegible]

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

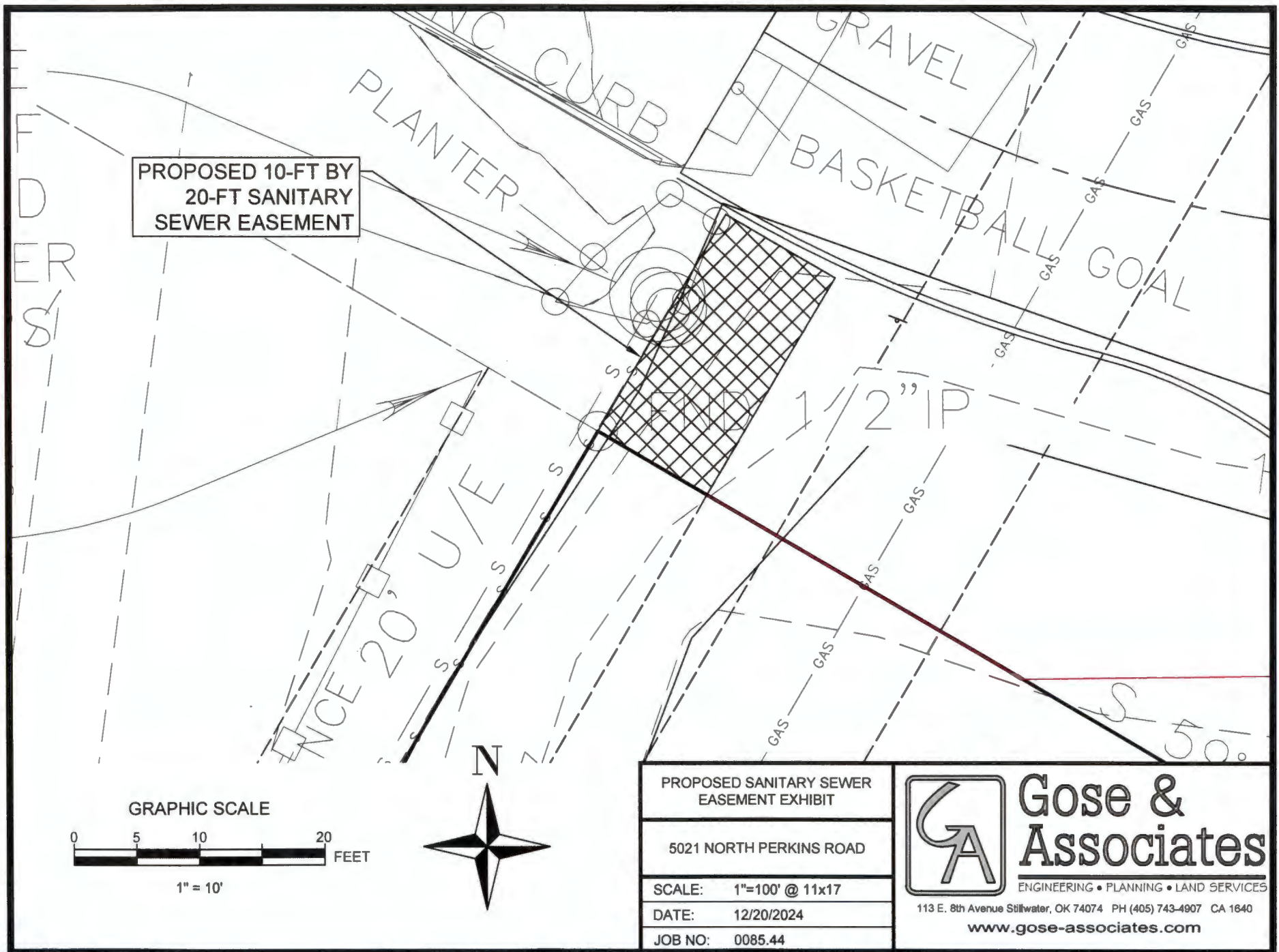
(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HERE IN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY GOSE & ASSOCIATES, SHALL BE WITHOUT LIABILITY TO GOSE & ASSOCIATES.

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 24, 2025



Agenda Item:	3.d. CC-25-32
Previous/Related Action:	None
Background/Issue:	• Riggins Ventures, LLC. owns property addressed as 231 N Husband Street. The property is being split into two tracts through the minor subdivision process. • The existing right-of-way width for North Husband Street, North Hoke Street and West Matthews Avenue does not meet the required widths outlined in the City Code. The City Code requires local streets to have a public right-of-way width of 50 feet.
Proposal/Solution:	The property owner is providing the additional right-of-way necessary to meet the City Code. The ROW dedication along N Husband Street contains 2,450 square feet. The ROW dedication along W Mathews Avenue and N Hoke street contains 1,174 square feet. Staff recommends acceptance of these dedication documents.
Financial Source/Impact:	There is no financial impact with this request.
Related Strategic Priority:	#4 CONNECTED SPACES #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to authorize the Mayor to execute the right-of-way dedication documents.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 231 N Husband - Dedication 1 on Husband Str.
2. 231 N Husband - Dedication 2 on Hoke Str.

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENT;

That the undersigned, Riggins Ventures, LLC, an Arkansas Limited Liability Company, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15) AND THE WEST FORTY (40) FEET OF LOT SIXTEEN (16), ALL IN BLOCK ONE (1), NORTH CENTRAL ADDITION, TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
WARRANTY DEED, BOOK 2822, PAGE 954, RIGGINS VENTURES, LLC

and further that the undersigned in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration for him, his heirs, successors executors, administrators, and assigns, does hereby grant, bargain, sell, convey and dedicate unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a permanent right-of-way for the installation, operation and maintenance of a public street and utilities through, over, under and across the portions of the above-described property situated in Payne County, State of Oklahoma, to-wit:

THE WEST 10.00 FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), AND EIGHT (8), BLOCK ONE (1), NORTH CENTRAL ADDITION, TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

The right-of-way contains 2,450 square feet and is subject to all recorded easements and rights of way thereof.

THE LEGAL DESCRIPTION FOR THIS TRACT WAS CREATED BY CLAYTON CANTRELL, OKLAHOMA PLS #1802, FEBRUARY 3, 2025.

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DATED THIS 4th DAY OF February, ^{2025 DR} 2024.

Riggins Ventures, LLC

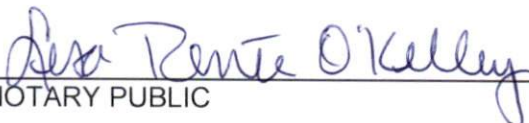


By: Dakota Riggins, ~~Manager~~
managing member DR

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

Before me, a Notary Public in and for said County and State, on this 4th day of February, ^{2025 DR} 2024, personally appeared, Dakota Riggins, to me known to be the identical person who executed the within and foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company for the uses and purposes therein set forth.

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


NOTARY PUBLIC

(SEAL)

My Commission Expires 01/27/2027
My Commission Number 12700085

OFFICIAL SEAL
LESA RENEE' O'KELLEY
Notary Public Arkansas
Washington County
Commission# 12700085
Commission Exp. 01/27/2027

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STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

(this space intentionally left blank)

DEDICATION DEED

KNOW ALL MEN BY THESE PRESENT;

That the undersigned, Riggins Ventures, LLC, an Arkansas Limited Liability Company, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15) AND THE WEST FORTY (40) FEET OF LOT SIXTEEN (16), ALL IN BLOCK ONE (1), NORTH CENTRAL ADDITION, TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.
WARRANTY DEED, BOOK 2822, PAGE 954, RIGGINS VENTURES, LLC

and further that the undersigned in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration for him, his heirs, successors executors, administrators, and assigns, does hereby grant, bargain, sell, convey and dedicate unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a permanent right-of-way for the installation, operation and maintenance of a public street and utilities through, over, under and across the portions of the above-described property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF LOTS NINE (9), TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), AND SIXTEEN (16), ALL IN BLOCK ONE (1), NORTH CENTRAL ADDITION, TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 89°12'33" WEST ALONG THE SOUTH LINE OF LOT 9 FOR 5.00 FEET; THENCE NORTH 00°50'58" WEST PARALLEL WITH THE EAST LINE OF LOTS 9, 10, 11, 12, 13, 14, AND 15 FOR 154.78 FEET; THENCE NORTH 89°14'30" EAST PARALLEL WITH THE SOUTH LINE OF LOT 16 FOR 45.06 FEET; THENCE SOUTH 00°30'15" EAST FOR 10.00 FEET TO A POINT ON THE SOUTH LINE OF LOT 16; THENCE SOUTH 89°14'30" WEST ALONG THE SOUTH LINE OF SAID LOT 16 FOR 40.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 00°50'58" EAST ALONG THE EAST LINE OF LOTS 14, 13, 12, 11, 10, AND 9 FOR 144.77 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

The right-of-way contains 1,174 square feet and is subject to all recorded easements and rights of way thereof.

THE LEGAL DESCRIPTION FOR THIS TRACT WAS CREATED BY CLAYTON
CANTRELL, OKLAHOMA PLS #1802, FEBRUARY 3, 2025.

DATED THIS 4th DAY OF February, ^{2025 DR} ~~2024~~.

Riggins Ventures, LLC



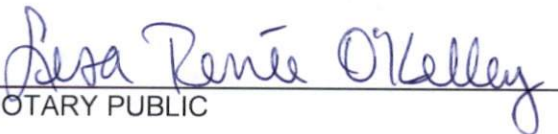
By: Dakota Riggins, ~~Manager~~

Managing member DR

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

Before me, a Notary Public in and for said County and State, on this 4th day of February, ^{2025 DR} ~~2024~~, personally appeared, Dakota Riggins, to me known to be the identical person who executed the within and foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the limited liability company for the uses and purposes therein set forth.

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


NOTARY PUBLIC

(SEAL)

My Commission Expires 01/27/2027
My Commission Number 12700085

OFFICIAL SEAL
LESA RENEE' O'KELLEY
Notary Public Arkansas
Washington County
Commission# 12700085
Commission Exp. 01/27/2027

(this space intentionally left blank)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

(this space intentionally left blank)

MEMORANDUM

DATE: February 24, 2025

HEARING DATE: April 7, 2025

TO: Stillwater City Council

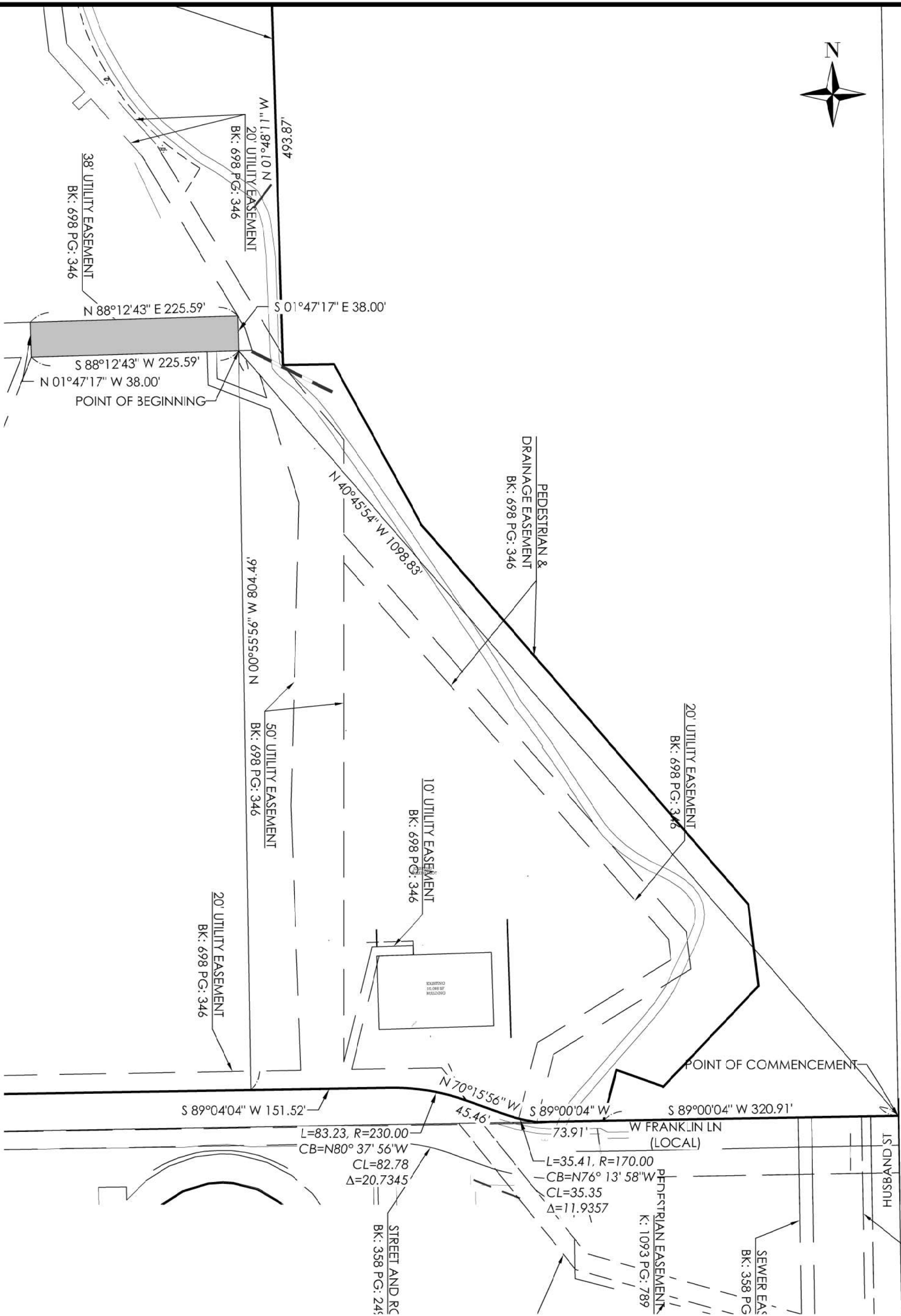
FROM: Josh Brown, Project Manager

SUBJECT: Closing a portion of a general utility, drainage and pedestrian easement on property located at 410 W. Franklin Lane per application of Independent School District No. 16

Staff is requesting a public hearing on the school district's application to close a portion of a general utility, drainage and pedestrian easement filed in Book 698, Page 348 (referencing the exhibit filed in Book 695, Page 15) with Payne County. The portion of the easement to be closed is approximately 38' X 225', represents approximately 8,572 square feet of the total easement area referenced above, and is shown on the attached Partial Easement Closure exhibits. This property is owned by the school district and is the site of the new Stillwater High School.

Per Stillwater City Code Section 23.60, the City Council must set a date for the consideration of a closing request. The fixed date must be a minimum of 30-days in advance in order for the proper notification to be met. Staff recommends setting the hearing date for April 7, 2025.

This closing is contemplated pursuant to a proposed development agreement with the school district. That agreement will need to be executed and certain provisions thereof completed prior to the closing of the subject portion of the easement. It is anticipated that development agreement will be presented to Council for its consideration on March 10, 2025.



GENERALLY BEING A 38' X 225' AREA LOCATED NORTH 40°45'54" WEST A DISTANCE OF 1098.83' FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF TOWNSHIP 19 NORTH RANGE 2 EAST OF THE INDIAN MERIDIAN

PARTIAL EASEMENT CLOSURE	
STILLWATER HIGH SCHOOL	
SCALE: 1" = 100' @ 11 X 17	
DATE: 02/17/2025	
JOB NO: 085.39	



Gose & Associates

ENGINEERING • PLANNING • LAND SERVICES

113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4907 CA 1640
www.gose-associates.com



GENERALLY BEING A 38' X 225' AREA LOCATED NORTH
40°45'54" WEST A DISTANCE OF 1098.83' FROM THE
SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF
TOWNSHIP 19 NORTH RANGE 2 EAST OF THE INDIAN
MERIDIAN

PARTIAL EASEMENT CLOSURE	
STILLWATER HIGH SCHOOL	
SCALE: 1" = 200' @ 11 X 17	
DATE: 02/17/2025	
JOB NO: 085.39	



**Gose &
Associates**
ENGINEERING•PLANNING•LAND SERVICES

113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4907 CA 1640
www.gose-associates.com

THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HERE IN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS
PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY GOSE& ASSOCIATES, SHALL BE WITHOUT LIABILITY TO GOSE & ASSOCIATES.

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/05/2025

Department: Finance

Requested by: Christy Cluck

Explanation:

Revenue:
Increase revenue projections to reflect increased Visitor Tax receipts.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Visitor Tax	1500000 - 41104		\$ 1,600,000	\$ 700,000	\$ 2,300,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 700,000

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--

[Click Here to Clear Form](#)

[Click Here to Print](#)

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/05/2025

Department: Finance

Requested by: Christy Cluck

Explanation:

Expenditures:

Appropriate funds for the transfer-out of the increase in Visitor Tax revenue. 70% transferred to the Destination Marketing Fund and 30% transferred to the Visitor Amenities Fund in the Stillwater Economic Development Authority.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Transfer-out	1500000 - 71000		\$ 1,600,000	\$ 700,000	\$ 2,300,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 700,000

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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REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 24, 2025

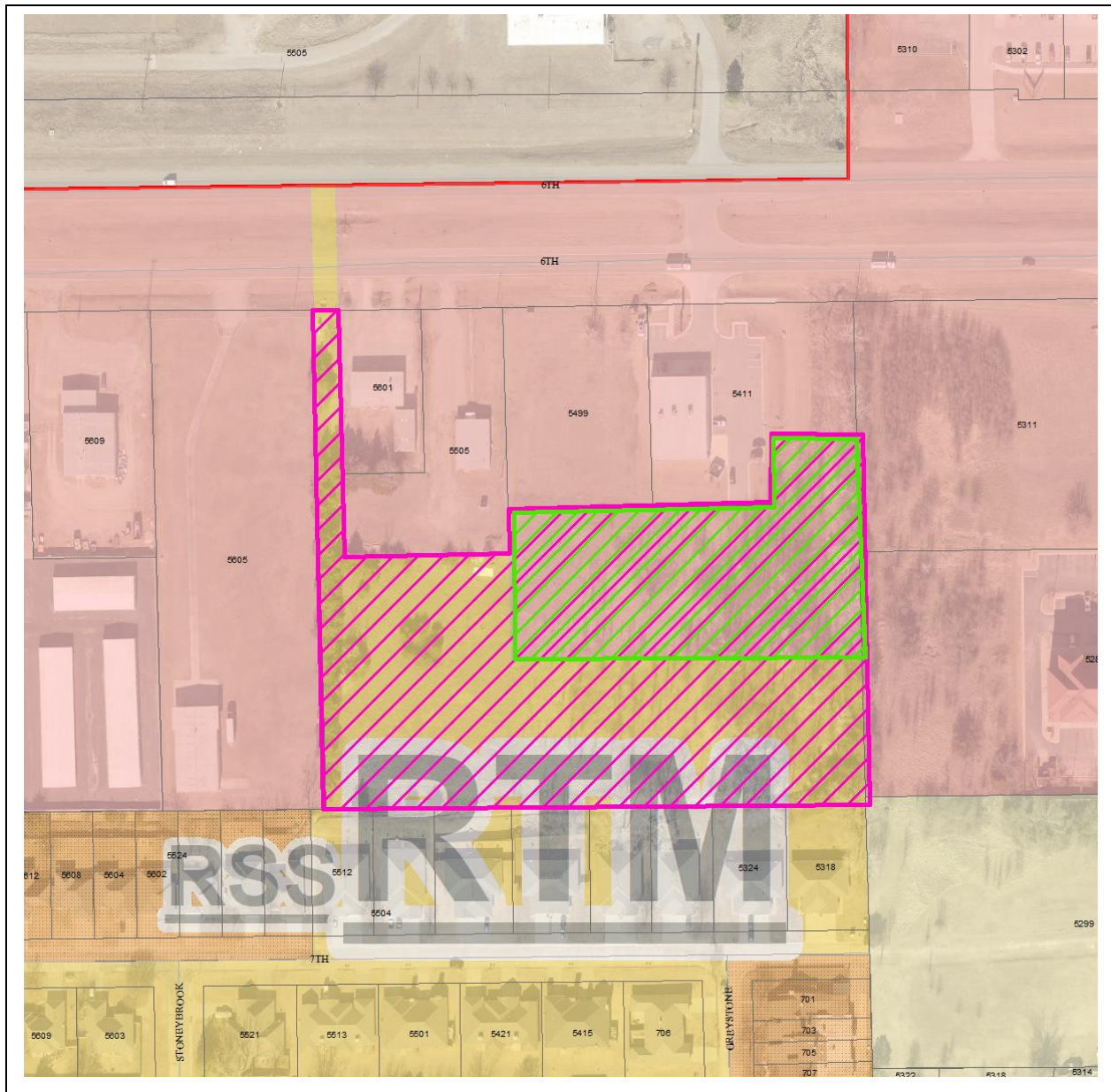


Agenda Item:	6.a. CC-25-33
Previous/Related Action:	None
Background/Issue:	The applicant requests review and approval of a Map Amendment to rezone the property addressed as 5499 W. 6th Avenue (listed as 5599 W. 6th Avenue on City's GIS system) from Commercial General (CG) and Two-Family & Multi-Family (RTM) to Two-Family & Multi-Family (RTM). The subject property is located on the west side of Stillwater. This property does not have street frontage but does have access off West 6th Avenue via a shared access easement that crosses the O'Reilly Auto Parts store site. The property is currently zoned Two-Family & Multi-Family (RTM) and Commercial General (CG). The applicant is requesting to rezone the portion of the property currently zoned Commercial General (CG) to Two-Family & Multi-Family (RTM). This rezoning would make the entire parcel RTM zoning. The Future Land Use Map within the Comprehensive Plan indicates that the desired land use for the subject property is Commercial. The properties located west, north and east of the subject property are currently zoned Commercial General (CG). The properties located to the south of the subject property are currently zoned RTM.
Proposal/Solution:	Planning Commission recommended approval with a 4-0-1 vote based upon the following findings: • The Land Development Code allows for rezoning of land via Map Amendments. • Two-Family and Multi-Family (RTM) zoning is located to the south of the subject property. • A large portion of the subject property is already zoned Two-Family and Multi-Family (RTM)
Financial Source/Impact:	There is no financial impact with this request.

Related Strategic Priority:	#5 UNIQUE CULTURE #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Map Amendment for the property addressed as 5499 W 6 th Avenue.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth
	Brady Moore
	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Zoning Comparison Chart, CG to RTM
3. Planning Commission Mtg Summary 01.28.2025



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA24-16)
Request: Rezone portion of property highlighted in green from CG to match rest of property zoned RTM
Address: 5599 W 6th *also referred to as 5499
Applicant: Bancroft o/b/o Stillwater Star West

ZONING COMPARISON CHART		
	CG (Commercial General)	RTM (Residential Two-family and Multi-family)
Min Lot Size	No min requirements	20,000 square feet
Min Lot Width/Depth	No min requirements	100/130 feet
Max Structure Height	No max height	35 feet
Min Front Yard	25 feet	20 feet/10 feet from alley
Min Side Yard - boundary with:		
Residential district	20 feet	5 feet
Commercial district	No min requirements	15 feet
Industrial district	No min requirements	15 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	20 feet
Any other district	No min requirements	20 feet
Max Lot Coverage	50 percent	40 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	Required when abutting RSS, RSL, RMH, RT or RM; 70% opaque up to 3- feet tall and 40% opaque up to 5-feet tall • Arts & Entertainment • Bed & Breakfast, Hotel, Motel • Beverage Services • <i>Churches & Religious Institutions</i> • Financial Institutions & Services • Food Services • Free-Standing Self-Service • Health Care & Social Assistance • Information • Parking Lots/Garages • Personal & Laundry Services • Personal Storage & Warehousing • Professional & Administrative Offices • Recreation • Research & Development • Retail Trade • Transportation Activities • Utilities • Vehicle & Equipment Sales/Service • Wholesale Trade	Required for parking lots only • Boarding House/Rooming House • <i>Church and Religions Institutions</i> • Multiple-family with a maximum gross density of 20 units per acre • Townhome • Two-family (duplex)
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)		

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF January 28th, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED January 24th, 2025, IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

Video footage of this meeting can be accessed at
<https://www.youtube.com/watch?v=IN2ogZ0Kdf8>

MEMBERS PRESENT

Jana Phillips, Chair
Riley Williams, Vice Chair
Mark Prather, Member
Mike Shanahan, Member
David Peters, Member

MEMBERS ABSENT

STAFF PRESENT

Kim Payne, City Attorney
David Barth, Development Services Director
Diana Hood, Associate City Planner
Joshua Brown, Project Manager
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant
Staff Absent

1. CALL MEETING TO ORDER.

2. PUBLIC HEARING

- c. Receive public comment regarding a request from Stillwater Star West for a MAP AMENDMENT (MA24-16), to rezone properties addressed as 5599 W. 6th Avenue, also referred to as 5499 W. 6th Avenue, from RTM (Two-Family and Multi-Family) and CG (Commercial General) to RTM (Two-Family and Multi-Family) district.

Chair Phillips invites staff to present the item.

Joshua Brown, Project Manager, presents the item.

Chair Phillips asks about access to the right-of-way. Mr. Brown states that the applicant would be able to address that.

Chair Phillips invites the applicant forward to answer questions.

Mr. Aaron Ferguson, Bancroft Design 923 S Lowry, is here on behalf of the applicant and their request is to rezone the whole area to RTM which is close by; the access easement goes through the east of the O'Rielly's parking lot; and there is a strip on the west side that is a utility easement.

Chair Phillips notes that she saw a communications cabinet there. Mr. Ferguson confirmed that they would have to work with utilities to work around that.

Chair Phillips asks if the easement makes this a non-conforming lot because access does not touch the main roadway. Mr. Ferguson responds that the property is connected to the main roadway and does have an access easement; not sure but does not believe it is non-conforming; and states that if it was rezoned to all commercial, the access points would still be the same no matter what the lot was used for in the future.

Commissioner Prather asks for the details of having an access easement through another property. Mr. Ferguson explains it allows the accessing property to use that piece of property for access and the property owner with the agreement can't block it off.

Commissioner Prather asked, if that meant if homes go here, does that mean residents would be driving through the O'Rielly's parking lot. Mr. Ferguson confirms.

Vice Chair Williams asks if this is something O'Riley's would have agreed to at the time of their purchase. Mr. Ferguson confirms.

Chair Phillips asks if it is private access, whose responsibility is it to maintain it for emergency vehicle standards. Mr. Ferguson states that it is his understanding it would be O'Riley's responsibility.

Chair Phillips asks if O'Riley's is aware they would have to maintain it to emergency vehicle access standards. Mr. Ferguson responds yes, that it is part of the access easement agreement; and does not know all the specifics, believes the developer will collaborate with O'Rielly's but, as it stands, O'Rielly's is responsible.

Chair Phillips opens the hearing to the public and invites up anyone who would like to speak in favor of the item.

Mr. Don Williams, C-Star Construction Company at 301 S. Duck Street

- Here on behalf of the applicant, Star West
- Currently the two zonings straddle this lot behind O'Rielly's, and need to rezone for future development
- Plan is to make this a low-density project so the use for the access will not be very high.

Chair Phillips asks if Mr. Williams has any more information about the access easement as he was around when it was done. Mr. Williams references a similar project on Bourbon St. that uses a comparable access easement and explains this one will be set up very similarly and says it is a common practice.

Mr. Williams continues stating that they are typically designed so the entity that dedicates the access easement is required to maintain it in the absence of a homeowners association.

Chair Phillips clarifies that they are thinking Low-Density or R-2 for this area even though the Comprehensive Plan calls for Commercial. Mr. Williams responds yes, it'll be considerably less dense than a Commercial zoning and less dense than the R-3 which is behind it.

Mr. Williams states that the Low-Density works better here with the limited access; have met with the fire department about the access through the parking lot and it will become a designated fire lane; and it is a fire lane right now, but it is not designated.

Chair Phillips asks if he knows if the pavement that is there currently is rated to be a fire lane. Mr. Williams believes it is based on a conversation with Stillwater Fire and it is currently the fire lane for O'Rielly's.

Chair Phillips asks if anyone else would like to speak in favor to come forward; none respond.

Chair Phillips asks for anyone in opposition or who has questions to come forward.

Becky Shirley, 5521 W 6th Ave. comes to speak on the following:

- Owns the property to the West that shares the Utility easement.
- Is concerned how the use of this easement would affect her and her property and if she would have any responsibility for maintenance as well.

Mrs. Kim Payne, Assistant City Attorney advises that her questions would better be answered by staff outside of the hearing.

Chair Phillips invites staff to present findings and alternatives.

Joshua Brown returns to the podium and presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. RTM zoning is located in the vicinity.
3. The Comprehensive Plan calls for commercial uses in this area.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed map amendment as presented.
2. Find that the map amendment is not an appropriate use for the property based upon the impacts to the surrounding vicinity and recommend the City Council disapprove 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 Prather asks if it is in the commission's purview to consider if access has been worked out with O'Riley's.

Chair Phillips says she thinks so because if you're going to rezone it to allow for a residential development the ability for that density to access it is a question; continues that she is a little torn that the Comprehensive plan does have this projected as Commercial, but there is a need in Stillwater for more affordable housing which this particular zoning would provide.

Commissioner Prather says he also believes it would be limited in which businesses would choose to go behind O'Rielly's.

Commissioner Prather motions to accept the findings and recommend that the City Council approve the map amendment as presented, Commissioner Peters seconds.

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

Time: 21 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 24, 2025



Agenda Item:	6.b. CC-25-34
Previous/Related Action:	None
Background/Issue:	The applicant requests review and approval of a Specific Use Permit (SUP) to allow for vehicle and equipment sales and service in the Commercial Shopping (CS) zoning district at the property addressed as 1600 North Perkins Road. The applicant is seeking this SUP to allow construction of a Direct Discount Tire store along the south boundary of the property. The majority of this property has been developed by Lowe's, but the proposed development area is currently vacant. The Future Land Use Map within the Comprehensive Plan indicates that the desired land use for the subject property is commercial.
Proposal/Solution:	Planning Commission recommended approval of the SUP with a 5-0 vote with the condition that an eight (8) foot masonry wall be constructed between the project site and the Cimarron Townhomes to the south based upon the following findings: • The Land Development Code allows vehicle and equipment sales and service in the Commercial Shopping (CS) zoning district with a Specific Use Permit. • The Comprehensive Plan calls for Commercial uses at the property's location.
Financial Source/Impact:	There is no financial impact with this request.
Related Strategic Priority:	#4 CONNECTED SPACES #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Specific Use Permit for the property addressed as 1600 N Perkins Road.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore

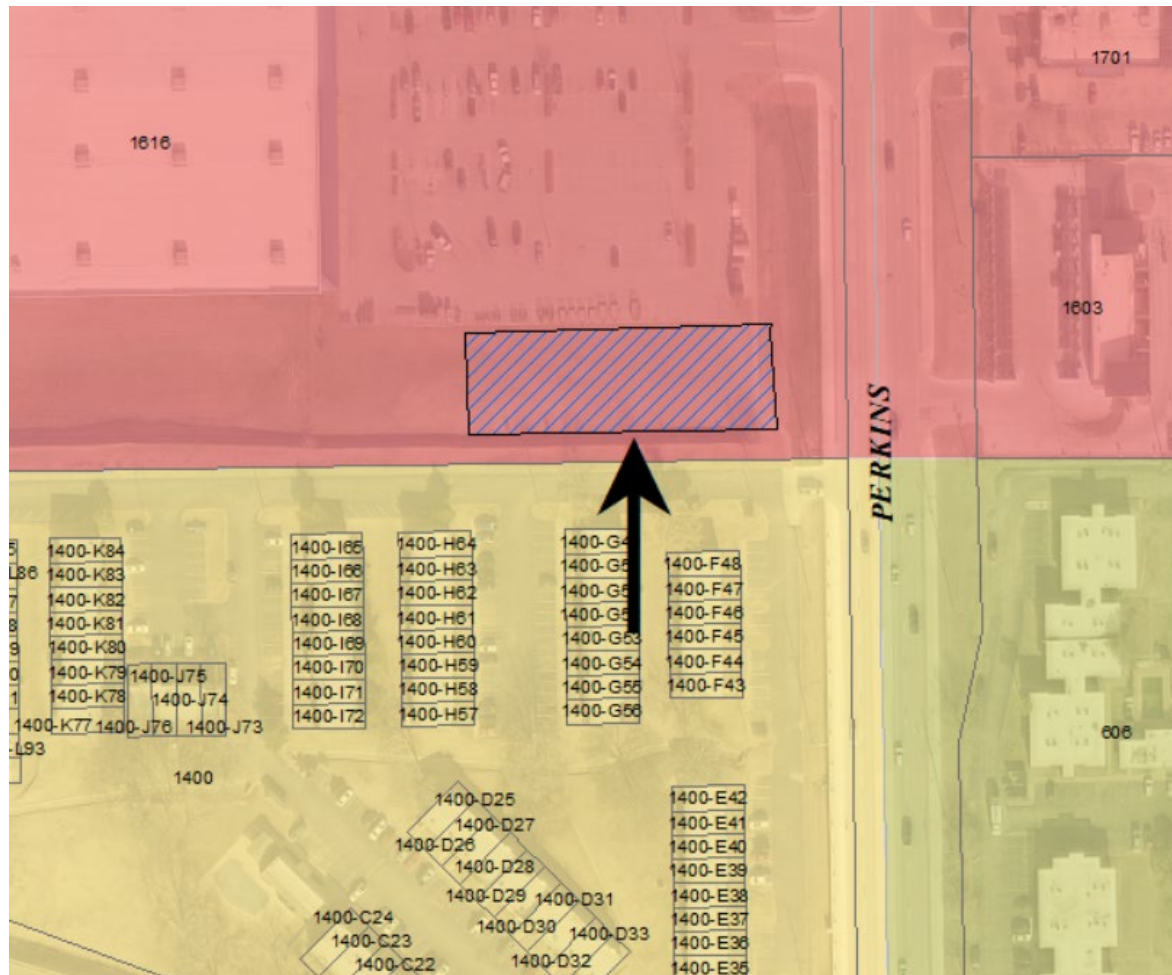
Teresa Kadavy

Submitted By:

Brady Moore, City Manager

Attachments

1. Area and Zoning Map
2. Planning Commission Meeting Summary 01.28.2025



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: SUP24-06
Request: Specific Use Permit
Address: Portion of 1616 N. Perkins Road
Applicant: Vasquez Engineering obo Halle Properties, LLC

[illegible]

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF January 28th, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED January 24th, 2025, IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

Video footage of this meeting can be accessed at
<https://www.youtube.com/watch?v=IN2ogZ0Kdf8>

MEMBERS PRESENT

Jana Phillips, Chair
Riley Williams, Vice Chair
Mark Prather, Member
Mike Shanahan, Member
David Peters, Member

MEMBERS ABSENT

STAFF PRESENT

Kim Payne, City Attorney
David Barth, Development Services Director
Diana Hood, Associate City Planner
Joshua Brown, Project Manager
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant
Staff Absent

1. CALL MEETING TO ORDER.

2. PUBLIC HEARING

- d. Receive public comment regarding a request from Halle Properties, LLC, for a SPECIFIC USE PERMIT (SUP24-06), to allow Vehicle & Equipment Sales & Service on a portion of property addressed 1600 N Perkins Rd. in the CS (Commercial Shopping) district.

Chair Phillips invites staff to present the item.

Joshua Brown, Project Manager, presents the item.

Chair Phillips asks if this business does not belong in a Commercial Shopping what zoning district is it allowed in. Mr. Brown responds that Commercial General would allow this use.

Chair Phillips invites the applicant up to present.

Mr. Juan Vazquez, Vazquez Engineering, 1919 S Charla Rd., Garland, Texas comes to speak on the following:

- Discount Tire a national chain.
- Only does tires and wheels.
- Everything is done in the building, nothing is done or stored outside.
- Has entered into an agreement with Lowe's which is common.
- Open Mon- Friday 8am-6pm and 8am-5pm on Saturday. This ensures potential noise is kept to normal business hours and since Lowe's is open for more hours and there are on a major road, this should not be a particularly big impact.

- There is a small distance buffer between them and the closest homes. There will also be trees and fences in between.

Commissioner Prather asks for clarification which way the business will face and when and where the impact wrenches will be in operation. Mr. Vazquez states that it will face the town homes; and the wrenches will go during their normal business hours, but they will all be in the building on the far side.

Chair Phillips opens the public hearing and invites anyone who would like to speak in favor of this item. None respond. She invites anyone who would like to speak in opposition.

Mr. Kenny Hallman, 307 W Burris Rd. comes to speak on the following:

- President of the HOA townhomes that it will be facing.
- Residents that do not work normal business hours or who have young children are concerned about the noise.
- Is concerned with the doors facing them directly that the sound will definitely travel.
- Is wondering if the building material will also affect the noise or if the building could be reoriented.

Chair Phillips asks the applicant back up to address the questions.

Ms. Vazquez notes that the building is a masonry building; the bays are facing, that is the only configuration they could make the site work; have been working on this layout for over a year, and this is the only way they can make it work for them and for Lowe's as Lowe's has requirements of where they can lay out their site as well.

Chair Phillips asks if the techs are driving the cars in and out of the bays. Mr. Vazquez says typically people drive their own cars in and out, since they just change tires, it is usually fast.

Chris Phillips notes that if it was flipped, they would have people pulling out into a through drive lane which could risk collisions. Mr. Vazquez confirms it's to reduce traffic impact.

Chair Phillips asks if it is standard practice for the doors to be up or down. Mr. Vazquez says they are open while they are working.

Commissioner Prather says he sees there is an existing 8ft wood fence and a retaining wall and asks if the retaining wall already exists and how tall will that be. Mr. Vazquez responds that it does not yet exist and will probably be 3-4 ft tall to address grading issues; states that they can only control what they put up on their property, but they would be agreeable to replacing the 8 ft wood fence with an 8 foot masonry wall to mitigate noise; and shares that they do this often for residential areas and it dampens the sounds.

Chair Phillips closes the public hearing and invites staff to present findings and alternatives.

Joshua Brown presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows vehicle and equipment sales and service in the Commercial Shopping (CS) zoning district with a Specific Use Permit.
2. The Comprehensive Plan calls for Commercial uses at the property's location.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed specific use permit as presented.
2. Find that the specific use permit 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 request.
3. Find that additional information or discussion is needed prior to making a recommendation and table the request to a certain date.

Mrs. Kim Payne, Assistant City Attorney advises that they can also approve with conditions.

Chair Phillips motions to approve the SUP with the conditions that an 8 foot high masonry wall be put in place to abate sound. Vice Chair Williams seconds.

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

Time: 16 minutes

REPORT TO: CITY COUNCIL

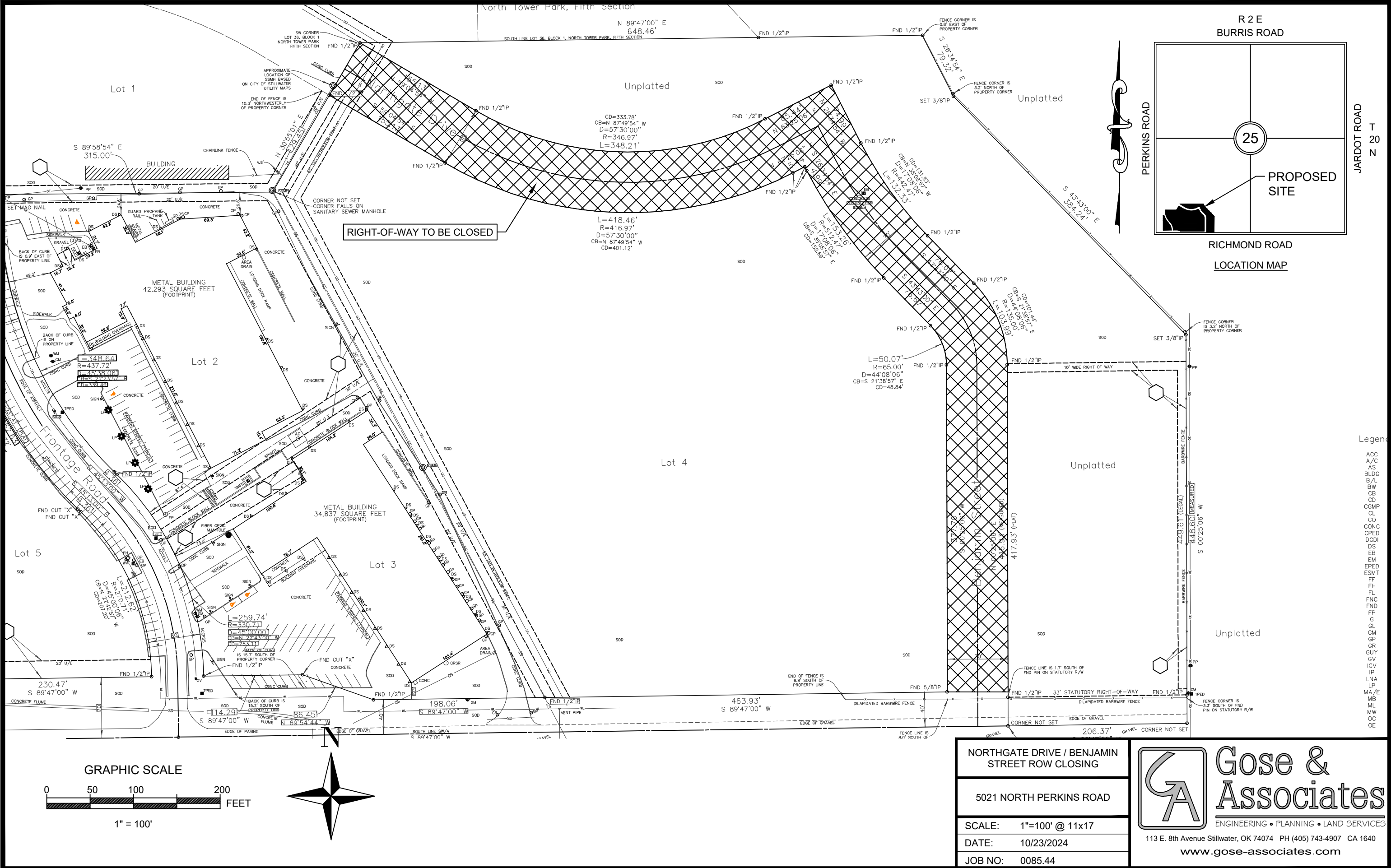
MEETING DATE: FEBRUARY 24, 2025

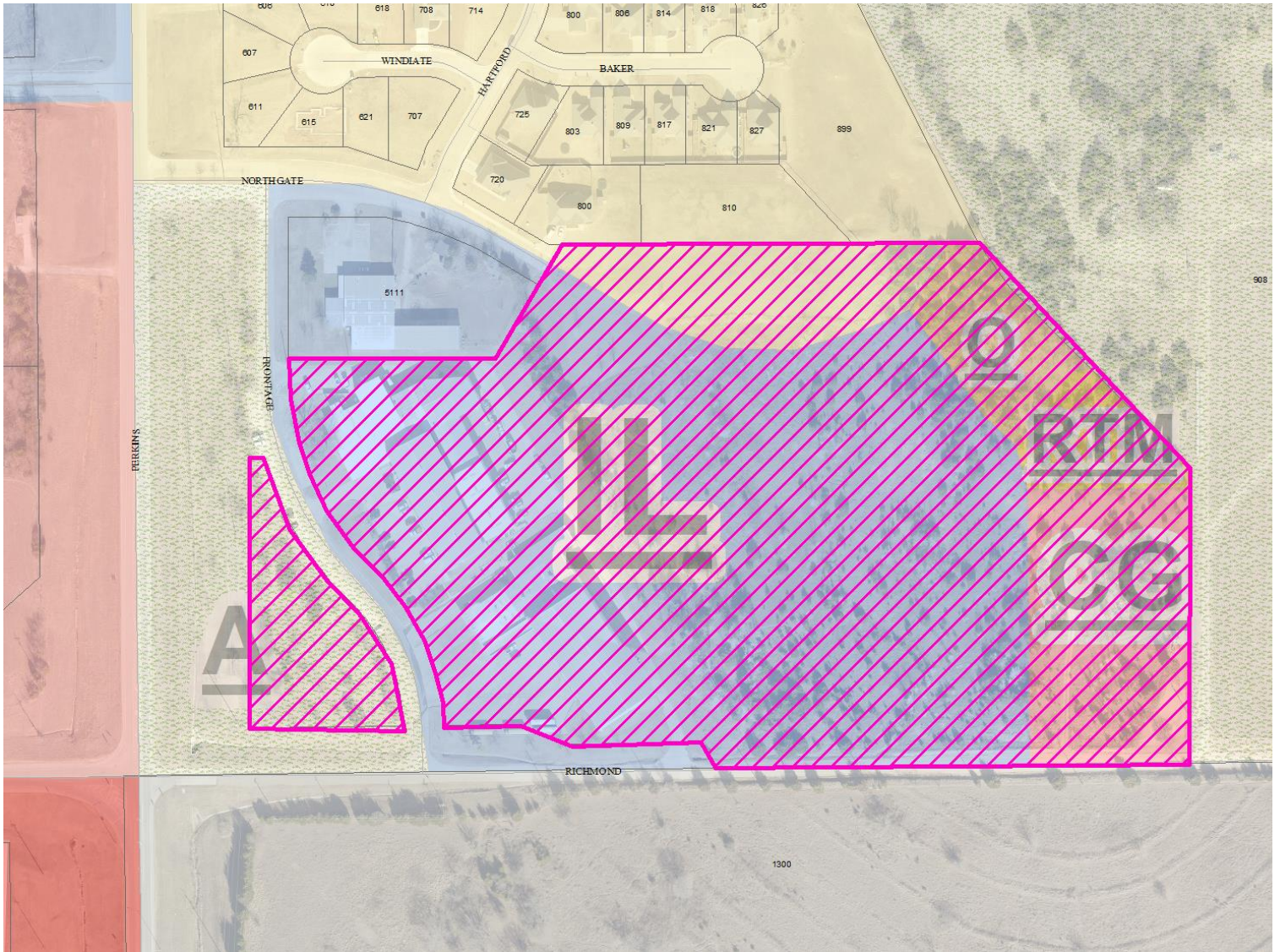


Agenda Item:	6.c. CC-25-35
Previous/Related Action:	
Background/Issue:	Independent School District No. 16 and Bank SNB (lease-purchase) request the closure of approximately 91,188 square feet of public right of way located at 5021 N Perkins Road. The right of way to be closed abuts the north and east boundaries of Lot Four (4), Northgate Commercial Area, First Section, located in Section Twenty-Five (25), Township Twenty (20) North, Range Two (2) East. The right of way to be closed includes portions of Northgate Drive and Benjamin Street that were never improved and currently offer no public benefit. Closing this right of way will allow for future development in this area.
Proposal/Solution:	The applicants request the closure of approximately 91,188 square feet of public right of way located along the north and east boundaries of Lot Four (4), Northgate Commercial Area, First Section, located in Section Twenty-Five (25), Township Twenty (20) North, Range Two (2) East.
Financial Source/Impact:	There is no financial impact with this request.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends a motion to close approximately 91,188 square feet of public right of way located along the north and east boundaries of Lot Four (4), Northgate Commercial Area, First Section, located in Section Twenty-Five (25), Township Twenty (20) North, Range Two (2) East.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Exhibit-Closure-CL24-04
2. Area Map





Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Closing (CL24-04)
Request: Closing for SPS
Address: 5021 N Perkins Rd
Applicant: Gose & Associates o/b/o Stillwater Public School

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 24, 2025



Agenda Item:	7.a. CC-25-36
Previous/Related Action:	CC-21-235 CC-23-171
Background/Issue:	For the past three years, the City of Stillwater and Payne County have worked diligently to establish a fully interoperable radio system, enabling seamless communication among all public safety agencies. This initiative eliminates the inefficiencies caused by multiple, incompatible radio systems and enhances overall emergency response capabilities. The agreement under consideration is between the City of Stillwater and Payne County, permitting Payne County to house equipment at the tower site and City Hall. This equipment is essential for managing the system's functionality, performance, and diagnostics, ensuring reliable connectivity between tower sites and the primary CORE system in Tulsa. This agreement is a critical step in bringing the Stillwater tower online first, providing a connection point for additional towers as they become operational, and ensuring the mesh network functions with built-in redundancy for enhanced reliability.
Proposal/Solution:	Authorize an agreement between Payne County and the City of Stillwater for hosting equipment necessary for the operation of radio communications within the Payne County service area. Pending approval from the Payne County Commissioners at their meeting on February 27th. Their regular meeting was re-scheduled due to inclement winter weather on February 18.
Financial Source/Impact:	There is no expense associated with this agreement.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY #4 CONNECTED SPACES
Recommended Action/Motion:	Authorize the agreement between Payne County and the City of Stillwater, permitting the City of Stillwater to host Payne County's radio equipment at the public safety tower site and City Hall to support and enhance the county-wide radio system for mutual benefit.

Prepared By:	Rob Hill, Emerg.Mgmt. Dir.
Reviewed By:	Rob Hill
	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. AGREEMENT FOR PUBLIC SAFETY COMMUNICATIONS COORDINATION FOR INTEROPERABILITY
(2.10.2025)

AGREEMENT BETWEEN PAYNE COUNTY AND THE CITY OF STILLWATER FOR PUBLIC SAFETY COMMUNICATIONS COORDINATION FOR INTEROPERABILITY

This Agreement for Public Safety Communications System Equipment (“Agreement”) is entered into this ____ day of _____, 2025, by and between the City of Stillwater, Oklahoma, a municipal corporation, and Payne County, Oklahoma.

WHEREAS, the City of Stillwater (“Stillwater”) is a municipal corporation established by the constitution and laws of the State of Oklahoma; and

WHEREAS, the City of Stillwater has approved the investment of more than \$7,000,000 in a new public safety radio system to be operational in early 2025; and

WHEREAS, said public safety communication system is intended to improve public safety communications for the City of Stillwater and across Payne County by creating true interoperability by utilization of one radio system and collaboration with Payne County; and

WHEREAS, the City of Stillwater is the owner of a Public Safety Communications System that includes a Tower Site located at the City’s Public Works Facility addressed as 808 E. 8th Avenue, Stillwater, Oklahoma which includes a newly constructed Public Safety Communications Tower and a Communications Equipment Shelter (“Tower Site”), and other ancillary and necessary components and equipment of the Public Safety Communications System which are housed at City Hall located at 723 S. Lewis Street, Stillwater, Oklahoma; and

WHEREAS, the City of Stillwater and Payne County intend to enter into this Agreement to provide a framework for allowing Payne County to place public safety communications equipment at the City’s tower site and additional equipment to be located at City Hall for the purpose of collaboration for the mutual benefit of improving public safety communications and connectivity across Stillwater and Payne County; and

WHEREAS this Agreement is in furtherance of ensuring interoperability and coverage goals for public safety communications and providing an efficient and effective communications network to public safety workers throughout Payne County; and

WHEREAS, the Board of County Commissioners for Payne County, Oklahoma have authorized the execution of this Agreement by the Chairman or his designee; and

WHEREAS, the City of Stillwater and Payne County deem it to be in the best interest of both parties, and the citizens of the City of Stillwater and Payne County, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and County agree as follows:

1. **Term.** The term of this Agreement shall commence on the 28th day of February, 2025 and terminate on December 31, 2025 (“Initial Term”). The term of this Agreement may be extended for five (5) additional one (1) year terms by mutual agreement of the parties which shall be evidenced by a written extension agreement signed by both parties. Either party may at any time during the Initial Term or any Renewal Term terminate this Agreement by giving ninety (90) days written Notice of Termination to the other party. In the event of Termination of this Agreement, the parties shall work together to determine a plan for return of equipment and other necessary arrangements required in a manner that ensures the minimum impact to ongoing public safety communications.
2. **The City of Stillwater’s Public Safety Communications System & Coordination with Payne County**
 - a. **New Tower Site and Tower Management.**

The City of Stillwater is the owner and operator of its Public Safety Communications System which includes a newly constructed radio tower and equipment shelter (“Tower Site”), and all ancillary components and equipment that make up the entire Public Safety Communications System, some of which system equipment is located at City Hall located at 723 S. Lewis Street, Stillwater. The City shall be responsible for managing the tower site in accordance with industry standards and any applicable local, state and federal laws. The City shall also be responsible for all maintenance associated with the tower site and its Public Safety Communications system and equipment.
 - b. **Fiber Connectivity to State OKWIN.**

The Public Safety Communications System includes the City’s construction of a fiber point-to-point connection between the City of Stillwater and Tulsa Core Site. This fiber connection allows connectivity to the State’s OKWIN system which allows statewide interoperability for the Public Safety Communications System. The City of Stillwater shall be solely responsible for the annual charges associated with the fiber point-to-point connection. This Agreement allows Payne County and its Tower Sites connection to the Statewide OKWIN system via the City’s fiber connection. The City of Stillwater shall be solely responsible for the annual charges associated with the fiber point-to-point connection.
 - c. **Coordination with Payne County for Interoperability.** The parties acknowledge and agree that the purpose of this Agreement is to provide coordination between the parties for interoperability of public safety communications. This Agreement provides for the placing of County Equipment at City locations, and allows the County access to the Statewide OKWIN system via the City’s fiber connection, and the mutual benefit of allowing each party access and use of the Parties’ respective Tower Sites will effectively integrate the Public Safety Communications System to allow true interoperability and ensure seamless public safety communications across Payne County.
3. **Payne County Public Safety Communications Equipment.** Payne County shall be permitted to locate its Virtual Prime & Edge Controller Server in the Communications

Equipment Shelter at the City's Tower Site and to place its Aviat Pro Vision Microwave Network Management System (Virtual Prime Edge Controller Server and Aviat Pro Vision Microwave Network Management System shall be referred to as "County's Communications Equipment") to be located at City Hall for public safety communications equipment in furtherance of the County's implementation of a new P25 7/800 Simulcast Cell Radio Network. This Agreement allows the placement of the County's Equipment at City locations only and does not transfer ownership or title to any of the Equipment to the City of Stillwater. The County warrants that all of County's Communications Equipment is in a good and workmanlike manner and the County shall be responsible for all maintenance of the County's Communications Equipment. Payne County shall comply with all laws, ordinances, orders, rules, and regulations of any governmental entity with reference to the operation and the use of the County's Communications Equipment. The City of Stillwater shall not be responsible for any costs associated with the ongoing operation or maintenance of County's Communication Equipment. The City of Stillwater shall not be responsible for any maintenance, updates, software, firmware, or any upgrades whatsoever associated with the County's equipment. The City of Stillwater agrees that it will notify Payne County of any connectivity issues between the Aviat System and its Radio Network communications sites upon discovery of the connectivity issues. The parties agree that the system's self-reporting of connectivity issues or other issues/failures with the system equipment via the system's diagnostics monitoring features are to be utilized for this purpose. This notification requirement shall not create any duty on the part of the City of Stillwater to monitor County's Communication Equipment. Identification of connectivity issues with the County's Equipment shall not create any liability on the part of the City of Stillwater for repairs, failures of the County-owned Equipment or otherwise. Payne County may request access to its communications equipment at any time during the term of this Agreement for the purpose of visual inspection, maintenance, upgrades or otherwise. Such access shall be requested through the Stillwater Emergency Management Department who shall make every effort to provide escorted access to County Staff or its designated contractors/service providers within a reasonable time.

4. **Consideration.** In consideration for permitting Payne County to place its Communications Equipment in the Communications Equipment Shelter at the Tower Site and to place its Aviat System at City Hall, and allowing connectivity to the Statewide OKWIN system via the City's fiber connection, and allowing Payne County utilization of the City's newly constructed Radio and Microwave Tower Site, the City of Stillwater shall have the right to utilize Payne County's Radio Frequency Communication Sites and additional equipment that includes microwave communications located in the City of Perkins, City of Yale, City of Cushing, and Town of Glencoe. Payne County expressly warrants that it has the legal ability to grant the City access and utilization to the identified Tower Sites as provided for in this Agreement. This utilization of the County's Radio Network Communication Sites shall be at no cost to the City of Stillwater. The parties expressly state that this utilization of the County's Radio Network Communication Sites is adequate consideration for this Agreement and is specifically in furtherance of ensuring the mutual benefit to both parties of a Public Safety Communications network that has improved coverage and interoperability for the Public Safety Communications System. The parties further agree that the public safety benefits derived from the collaborative effort to establish a

coordinated and interoperable public safety communications network system across Payne County shall serve as sufficient consideration for this Agreement. The implementation of a coordinated and interoperable public safety communications radio network is required for enhancing the safety of residents of the City of Stillwater and Payne County and will ensure efficient and effective communication among public safety agencies which is in the best interest of the residents of the City of Stillwater and Payne County.

5. **Liability Insurance.** During the Initial term and all Renewal Terms of this Agreement, Payne County agrees to maintain, at its own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits not less than the limits set forth for political subdivisions in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, et seq. The City of Stillwater shall be named 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 County from carrying insurance in amounts exceeding said liability limits so long as the City is not named as an additional insured in any amount in excess of said statutory liability limits.
6. **Indemnification and Hold Harmless.** Subject to the Oklahoma Governmental Tort Claims Act, Title 51 O.S. § 151 et seq., and without waiving any rights, Payne County and Stillwater each, respectively, agree to be responsible for the negligent and intentional acts or omissions of their respective employees, agents, independent contractors, and representatives that arise out of or are related to this Agreement.
7. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

City of Stillwater
Attn: City Clerk
P.O. Box 1449
723 S. Lewis St.
Stillwater, OK 74076

With copies to:

City of Stillwater
Attn: Emergency Management
P.O. Box 1449
723 S. Lewis Street
Stillwater, OK 74076

Payne County, Oklahoma
Attn: County Commissioners
315 W. 6th Ave., Ste. 203
Stillwater, OK 74074
(405) 747-8338

With copies to:

Payne County Sheriff's Office
606 S. Husband St., #106
Stillwater, OK 74074

8. **Assignment.** Payne County may not assign this Agreement without prior written approval by City of Stillwater, such approval shall not be unreasonably withheld.
9. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives, and assigns.
10. **Compliance with Laws.** All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration, and any other applicable federal, state, and local laws, codes, and regulations. Each party is solely responsible for licensing, operation, and maintenance of its owned Public Safety Communications Equipment.
11. **Holding Over.** In the event Payne County remains using the Tower Site or City Hall after the expiration of the Initial Term or a Renewal Term without executing a new agreement or extension agreement, this Agreement shall continue on a month-to-month basis, subject to all of the terms and conditions of this Agreement until such time the parties can execute a new agreement or terminate the Agreement under provisions that provide for return of equipment and other necessary arrangements required in a manner that ensures the minimum impact to ongoing public safety communications.

12. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements. Any amendments to this Agreement must be in writing and executed by both parties.

(b) The parties agree to cooperate in executing any documents necessary to protect each parties respective rights under this Agreement.

(c) This Agreement and any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Oklahoma.

(d) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(e) Each of the undersigned warrants that he or she has the full right, power, and authority to execute this Agreement on behalf of the party indicated for the purposes herein contained.

EXECUTED AND DELIVERED as of the date first written above.

PAYNE COUNTY, OKLAHOMA

Commissioner Zach Cavett
Chairman, Payne County Commissioners

State of Oklahoma)
) ss
County of _____)

Subscribed and sworn to me before this _____ day of _____, 2025 by Zach Cavett, Chairman of the Board of Commissioners of Payne County, Oklahoma.

Notary Public

(Seal)
My Commission Expires: _____
My Commission Number: _____

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

William H. Joyce, Mayor

ATTEST:
(seal)

Teresa Kadavy, City Clerk

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 24, 2025



Agenda Item:	7.b. CC-25-37
Previous/Related Action:	• CC-23-115, July 10, 2023: Amendment to PSA with McFarland for Terminal Design. • Resolution CC-23-22, July 10, 2023: authorization and approval of applications for FY24 FAA funds and FY24 OEC funds. • Resolution CC-24-16, May 20, 2024: authorization and approval of application for 2024 Terminal Program • CC-23-155, October 2, 2023: Selection of Lippert Bros. as CMAR for Terminal, parking and parking access road. • CC-24-97, July 15, 2024: Approved the award of contracts by CMAR Lippert Bros. for Terminal Construction Work Package. • CC-24-106, August 5, 2024: Approval of amendment with McFarland Architects • CC-24-107, August 5, 2024: Approve Amendment No. 1 to the CMAR Agreement with Lippert Bros. for the Terminal Construction and conversion to GMP. • CC-24-129, November 4, 2024: Accept deeds of dedication for additional right-of-way • CC-24-146, December 16, 2024: Approval of Amendment No. 2 to the CMAR Agreement • CC-25-10, January 13, 2025: Approval of corrections to Amendment No. 2 to the CMAR Agreement • CC-25-22, February 10, 2025: Accept deed of dedication for additional right-of-way
Background/Issue:	• The City entered into a Construction Manager At Risk (CMAR) agreement with Lippert Bros., Inc. on June 17, 2024 for the construction of the Stillwater Regional Airport Terminal Building and Improvements Project (Project), in accordance with the Oklahoma Construction Manager Act for Political Subdivisions, 61 O.S. 215-221. • Two work packages were previously approved by Council including work related to demolition and construction of the Terminal Building, 4-Lane Drop-off and public water and sewer utilities relocations. Construction is underway. • Design, right-of-way acquisition and bid package preparation has been completed for an additional portion

	of Work including roadway, drainage and detention.
Proposal/Solution:	Project Work Package #3 (PWP3) for roadway, drainage and detention was advertised on December 17, 2024; sealed bids were opened and read aloud on January 22, 2025. Four alternates were included in the bid package. Due to funding limitations, stamped concrete and a portion of the storm drain line replacement will not be completed. The PWP#3 base bid work plus the selected alternates (Beacon Road, mill & overlay work, and a portion of the storm drain line) totals \$3,124,479. This price includes general conditions, project requirements, subcontractor bids, contingency and the CMAR Fee. A roundabout was designed for the Project in order to provide for access for the northward-traveling Terminal visitors. The breakout cost of this roundabout, which also serves to reduce speeds and improve public safety at a 3-leg intersection, is \$585,452. During a Special Meeting of the Transportation Project Advisory Committee (TPAC) held on February 13, 2025, the committee took action to recommend funding the Roundabout portion of the Work with the Transportation Sales Tax Fund. State law requires the City to accept bids prior to the CMAR's award of the contracts. The CMAR is prepared to award the work and enter into written agreements with subcontractors and suppliers. Amendment 3 to the CMAR Agreement and associated exhibits has been prepared and provides for conversion of PWP3 to partial Guaranteed Maximum Price. Additional costs related to PWP3 include: • To support the construction administration of PWP#3, City staff and Olsson have negotiated a scope of services at a fee of \$39,300. • Stillwater Electric will procure certain materials for the Project at a cost of \$334,686, and will contribute labor. • Stillwater IT will procure fiber installation services at a cost of \$82,500. • ONG will relocate its gas line which now exists in private easement for a fee of \$229,250.47.
Financial Source/Impact:	Expenditures will be funded through a FAA 2024 AIP Discretionary Grant (\$3,000,000), City's match funds (\$333,333) and

	Transportation Sales Tax Funds (\$585,452).
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • approve the award by Lippert Bros., Inc. of contracts for PWP#3; • approve Amendment #3, Exhibit A-1 and Exhibit C-3 to the CMAR Agreement for conversion of PWP#3 to a partial Guaranteed Maximum Price of \$3,124,479; • authorize the City Manager to execute Amendment #3, Exhibit A-1 and Exhibit C-3 to the CMAR Services Agreement and related documents; • approve Amendment #9 to Olsson's Professional Services Agreement (PSA) for construction administration services for a not-to-exceed fee of \$39,300; • authorize the City Manager to execute Amendment #9 to Olsson's PSA and related documents; • authorize the City Manager to execute the ONG Agreement for a fee of \$229,250.47 and related documents; • authorize total expenditures of \$3,918,785 for PWP#3 roadway, drainage and detention construction work, CMAR markups and fees, construction administration, city-procured materials, fiber line materials and installation, gas utility relocation and contingency; and • approve associated budget amendments.
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Amendment #3 to CMAR Agrmt
2. Amendment #9 to Olsson PSA
3. ONG Agreement & Support Docs
4. Airport - AIP Discretionary Grant - 2.24.2025 - Expenditure
5. Airport - AIP Discretionary Grant - 2.24.2025 - Revenue
6. Eng - Airport Roundabout - 2.24.2025 - Expenditure

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

Amendment No. 3

1. Background Data:

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

2. Background Information:

- a. The contract identified above (“Agreement”) was executed as a Construction Manager at Risk contract in accordance with the Oklahoma Construction Management Act for Political Subdivisions, 61 O.S. § 215 et seq.
- b. A portion of the work identified as “Bid Package #1” was previously awarded by the Owner and is underway. The Agreement was amended on August 6, 2024 to adopt the parties’ agreement that the GMP for the relevant portion of the work including Pre-Construction Services and Bid Package #1 is \$18,622,424, as detailed in Exhibit C-1 to Amendment No. 1.
- c. On December 16, 2024, Amendment No. 2 to the CMAR was approved to amend the Agreement as follows: Amended the Agreement to revise Total Project IGMP to \$25,547,582 as set forth in Amended Exhibit B and Amended Exhibit B-2 to Amendment No. 2 which includes all Phases of the Stillwater Regional Airport Terminal Building and Improvements Project. Award of any Project Work Package is contingent on receipt of federal funds or specific action by the City Council to appropriate funds sufficient for the Project; amended the Agreement to clarify that Olsson Inc. shall serve as Project Engineer for Phase 2, Access Road Relocation and Roundabout Development, of the Project; Phase 3, North Triangle Parking and Lighting; and Phase 4, South Parking and Lighting; amended the Agreement to revise the bonding requirements of the CMAR to clarify that the Construction Manager shall provide bonds for any self-performed work as well as any work where the total cost of the work is less than \$50,000. The Construction Manager shall require that all subcontractors provide bonds when the cost of the work is more than \$50,000; amended the Agreement to clarify that the Construction Manager’s Fee is 4.75%; and amended the Agreement for a portion of work identified as “Project Work Package 2” (PWP2) for partial Phase 2 work for partial conversion of guaranteed maximum price in the amount of \$660,445 as detailed in Exhibit C-2 to Amendment No. 2.
- d. This Amendment No. 3 provides for the following contract amendments:
 - a. Amends the Agreement to include the Project Schedule, Exhibit A-1, which includes the substantial and final completion dates for each work package bid to-date.

- b. Amends the Agreement to revise the City’s representative as provided in Article 9(h).
- c. Amends the Agreement for a portion of the work identified as “Project Work Package #3” (PWP3) for partial Phase 2 work. Construction Manager is prepared to enter into written agreement with subcontractors and suppliers. Exhibit C-3 to this Amendment No. 3 sets forth the relevant partial conversion of guaranteed maximum price for the relevant portion of work.

3. Amendment:

The Agreement is amended as follows:

- a. The parties agree that the attached Exhibit A-1 includes the substantial and final completion dates for each work package bid to-date, including PWP1, PWP2 and PWP3.
- b. Article 9, Duties, Obligations and Responsibilities of the Owner, Subsection (h) shall be amended as follows: The Owner hereby designates the Director of Engineering for the City of Stillwater or designee within the limits of the law, as representative authorized to act on its behalf with respect to the Project. The Owner or its representative shall render decisions pertaining to the Project promptly, to avoid unreasonable delay in the progress of the Construction Manager’s work.
- c. Exhibit C-3 attached hereto provides for the partial conversion of guaranteed maximum price for the relevant portion of work identified as PWP3 for partial Phase 2 work.

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

5. Effective Date: This Amendment No. 3 is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by their duly authorized officers or representatives on the dates set forth below.

OWNER:

CONSTRUCTION MANAGER AT RISK:

City of Stillwater, Oklahoma

Lippert Bros., Inc.

By: _____

By: _____

Title: J. Brady Moore, City Manager

Title: T.M. Lippert, President

Date Signed: _____

Date Signed: _____

EXHIBIT A-1
TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
PROJECT SCHEDULE

Stillwater Airport Terminal Building and Improvements

Liquidated damages are per Article 5.

Project Work Package #1

Substantial Completion shall be on or before July 26, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #2

Substantial Completion shall be on or before November 10, 2025.

Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #3

Substantial Completion shall be on or before January 10, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

RECOMMENDED:

By: _____
Candy Staring, City Engineer
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
J. Brady Moore, City Manager
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
T.M. Lippert, President
Lippert Bros., Inc.

Date: _____

EXHIBIT C-3
TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
GUARANTEED MAXIMUM PRICE, PARTIAL CONVERSION

Stillwater Airport Terminal Building and Improvements
Project Work Package 3 (PWP3) – Partial Phase 2 (Phase 2, Bid Group 2)

Project Work Package #3

Cost of Direct Project Support	\$ 142,495
Cost of the Work	\$ 2,721,190
Construction Contingency	\$124,772 ⁽¹⁾
Fee (4.75% of Cost of the Work)	\$136,022

Alternates selected and included above:

- Accept Beacon Road (Parking Access Road direct to Charter Parking)
- Accept Mill and Overlay
- Accept 250 linear feet of storm drain line, beginning at intersection⁽¹⁾

Note 1: Cost for storm drain line is included in contingency.

Total Work Package #3 Partial Guaranteed Maximum Price \$3,124,479

Partial Guaranteed Maximum Price (GMP) Summary

Prior to this Amendment:

Amendment No. 1, PWP1 Partial GMP:	\$18,622,424
Amendment No. 2, PWP2 Partial GMP:	\$660,445

This Amendment:

Amendment No. 3, PWP3 Partial GMP:	<u>\$3,124,479</u>
------------------------------------	--------------------

Total Partial GMP: \$22,407,348

RECOMMENDED:

By: _____
Candy Staring, City Engineer
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
J. Brady Moore, City Manager
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
T.M. Lippert, President
Lippert Bros., Inc.

Date: _____

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated May 13, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 9

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: May 13, 2021
- b. Owner: City of Stillwater, Oklahoma
- c. Engineer: Olsson, Inc.
- d. Project: Airport Industrial Arterial Road Improvements

2. *Description of Modifications to Scope:*

Design

The scope of this amendment includes the construction phased services for the access road and parking lots for the project, services to include bidding assistance, addenda, preconstruction conference, site visits, RFIs, submittal reviews, change orders and record drawings.

The original scope of the project and previous amendments remain unchanged unless mentioned above.

The total estimated compensation for Basic Services and Additional Services is detailed below:

	Original Agreement	Increase per Amendment	Total Amended Fee
Total Basic Services	\$315,000	\$0	\$315,000
<i>Amendment No.1 Services</i>	-	<i>\$30,870.95</i>	<i>\$30,870.95</i>
<i>Amendment No.1 Services requiring Owner's written approval</i>	-	<i>\$2,900</i>	<i>\$2,900</i>
Amendment No.2 Services	-	\$35,657.60	\$35,657.60
Amendment No.3 Services	-	\$2,500	\$2,500
Amendment No.4 Services	-	\$205,140	\$205,140

Amendment No.5 Services	-	\$5,100	\$5,100
Amendment No.6 Services	-	\$96,890	\$96,890
Amendment No.7 Services	-	\$18,500	\$18,500
Amendment No.8 Services	-	\$9,940	\$9,940
Amendment No.10 Services		\$25,474	\$25,474
Amendment No.9 Services	-	\$39,300	\$39,300
Total Agreement Services	-	\$472,272.55	\$787,272.55

Refer to the attached Table 1 for the itemized basis of fee for this Amendment.

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 315,000.00
b. Net change for prior amendments (1-8, 10):	\$ 432,972.55
c. This amendment (9) amount:	\$ 39,300.00
d. Agreement amount:	\$ 787,272.55

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

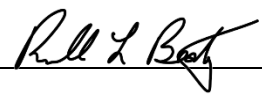
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:
City of Stillwater, Oklahoma

ENGINEER:

Olsson Inc.

By: _____

By:  _____

Title: Brady Moore, City Manager

Title: Russell Beaty P.E. , Sr. Project Manager/
Vice President

Date Signed: _____

Date Signed: 01/29/2025

City of Stillwater
Access Road and Roundabout
Amendment 9 - Construction Phase Services
1/29/2025

	Category & Loaded Rate (\$/HR)							
		Sr. Civil Engineer	Mid-Level Civil Engineer	Jr. Civil Engineer	Technician	Total Hours	Direct Cost	FEE
1. Bidding & Construction Phase - Access Road & Roundabout		\$ 185.00	\$ 155.00	\$ 110.00	\$ 85.00			
		62	110	98	0	270		
Total Hours		62	110	98	0	270		
Total Fee		\$ 11,470.00	\$ 17,050.00	\$ 10,780.00	\$ -	\$ 39,300.00	\$ -	\$ 39,300.00

	Category & Loaded Rate (\$/HR)							
		Sr. Civil Engineer	Mid-Level Civil Engineer	Jr. Civil Engineer	Technician	Total Hours	Direct Cost	FEE
1. Bidding & Construction Phase - Access Road & Roundabout		\$ 185.00	\$ 155.00	\$ 110.00	\$ 85.00			
Attend Pre-Bid Meeting & Document Discussion		8	8			16		
Generate Addenda & Provide Clarifications/Changes		4	8			12		
Preconstruction Conference		12	12			24		
Site Visits		28	58	66		152		
RFI's/Submittal Reviews/Change Orders		6	12	12		30		
Record Drawings		4	12	20		36		
Total Hours		62	110	98	0	270		
Total Fee		\$ 11,470.00	\$ 17,050.00	\$ 10,780.00	\$ -	\$ 39,300.00	\$ -	\$ 39,300.00

**AGREEMENT
GAS FACILITIES RELOCATION
SWO TERMINAL - PARKING AND SERVICE ROAD PROJECT
CITY OF STILLWATER
PAYNE COUNTY**

Oklahoma Natural Gas Company, a division of ONE Gas, Inc., hereinafter called "Company," owns various medium-pressure distribution natural gas pipelines within the construction limits of the referenced project in the City of Stillwater, Payne County, Oklahoma, which Company utilizes in the discharge of its duties as a public service corporation.

City of Stillwater, Oklahoma, a municipal corporation, hereinafter called "City," has requested Company to relocate these facilities to accommodate the proposed construction as shown on plans therefore, the latest of which were received electronically by Company in August 2024. City agrees to reimburse Company in the extent and manner hereinafter stated for that portion of the cost of relocating said facilities, which is for the benefit of City.

Company proposes to perform the necessary relocation of its facilities in substantial accordance with the attached plan sheets and the cost estimate(s). Company will bear the cost of relocating the portions of the facilities which do not occupy private rights-of-way. The City will bear the cost of relocating the portions of the Company's facilities which occupy private rights-of-way. The estimated cost to the City of the relocation of Company's facilities in private rights-of way is \$229,250.47.

City shall reimburse Company for the total actual relocation costs, said costs being arrived at in the same manner as used in Company's estimated cost of the project attached hereto.

Such relocation costs will be based upon, but not necessarily limited to, material suppliers', work contractors', and equipment-rental invoices; and at then-current rates and prices, Company's transfer and stores expense charges for warehoused materials; payroll time sheets; indirect labor charges; auto, truck, and equipment use records; expense statements; and standard allocated overhead charges. Company's award of and payment for contracted work will be based upon competitive bids or continuing contract, whichever appears to the Company will be most practical and economical.

It is further understood and agreed that City will reimburse the Company in accordance with this agreement within thirty (30) days after the said relocation work has been completed and Company's statement for City's costs thereof has been submitted. Company agrees that in the event Company should determine prior to commencement of construction that the revised estimated amount of the reimbursement by the City may exceed the estimated cost as stated herein, Company shall notify the City of such determination in writing. City shall have the right to terminate this agreement within ten (10) days of receipt of such said written notice. If City elects to so terminate, City shall pay Company the City's share of any engineering cost incurred to date of termination. If the City does not terminate the agreement within the ten (10) days, it shall remain in full force and effect.

The Company by agreeing to or by abandoning, relocating, or modifying any of its facilities pursuant to this agreement shall not thereby be deemed to have abandoned, modified, released, or otherwise destroyed any of its rights existing at the time of the execution of this agreement under valid and subsisting private right-of-way easements granted to, obtained by or through condemnation, or otherwise vested in the Company unless the Company shall have released same by written instrument. Notwithstanding the above, within sixty (60) days after relocation of the Company's facilities from the subject private right-of-way and receipt by the Company of the City's payment of the relocation costs, the Company will provide the City with a written partial release of the portions of subject private right-of-way wherein ONG's facilities were relocated which will be filed in with the County Clerk.

Further, should the Company in the course of relocating the above-described facilities relocate any of such facilities presently located on private right-of-way onto public right-of-way, the Company shall be deemed in respect to such

facilities to have sufficient easement and other rights such that if said facilities are encompassed within any future governmental project requiring relocation, adjustment, or abandonment of such facilities, that the Company shall be entitled to reimbursement for the cost of such relocation, adjustment, or abandonment from the governmental agency requiring the same; provided, however, this provision shall not be construed as requiring reimbursement by the City except when such relocation, adjustment, or abandonment is required for a project of the City.

City warrants that it now has or will have unencumbered funds available with which to pay the relocation costs to the extent herein above provided.

ATTEST:

**OKLAHOMA NATURAL GAS COMPANY,
A DIVISION OF ONE Gas, Inc.**

Brian Shore
Signer ID: SMGCEWBD5M...
Assistant Secretary

Dated: 02/14/2025 PST

By: David Williams
Signer ID: 96D6EC3D5M...
David Williams

Vice President - Operations

Dated: 02/14/2025 PST

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

City Attorney

CITY OF STILLWATER, OKLAHOMA

Mayor

ATTEST:

City Clerk

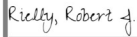
This _____ day of _____, 2025.

REIMBURSEMENT PROPOSAL

(DO NOT DELAY)

ROUTING LIST:

Cody Yost



Signer ID: PAKKVTBVFQ...

02/13/2025 PST

Kelly Brown



Signer ID: BUKQRJGT7S...

02/14/2025 PST

Meghan Booker



Signer ID: USQQRW1GH7...

02/14/2025 PST

Tonya Means



Signer ID: CKDOKPLRPL...

02/14/2025 PST

David Williams

Sign Contract

Brian Shore

Sign Contract

Return to:

Tate Phillips - TSC

PROPOSAL FOR:

☐

HIGHWAY PROJECT

INT. _____

U.S. _____

STATE _____

☒

CITY OF

STILLWATER
☐

COUNTY OF _____

☐
☐

TRANSMISSION LINE _____

☒

DISTRIBUTION

PROJECT NO. COS# 2020-1 JO NO. 91000911
 LOCATION WEST AIRPORT RD & TERMINAL PARKING

ENTITY	SHARE	<u>100.00%</u>	=	<u>\$229,250</u>
ONG	SHARE	<u>0.00%</u>	=	<u>\$0</u>
ONG	BETTERMENT	<u>0.00%</u>	=	<u>\$0</u>
TOTAL ESTIMATED RELOCATION COST				<u>\$229,250</u>

REMARKS BUY AMERICA - ONG STILLWATER 055 NDU - West Airport Rd & Terminal Parking (COS# 2020-1)
Work is necessary to accommodate the City of Stillwater street, parking & drainage improvements
This project will retire 551ft of mainline pipe. This project will install 675ft of PE. Two service rebuild.
ROW not needed. This project is estimated with a contract inspector. Project is fully reimbursable

DATE ROUTED 2/12/2025 BY Tate Phillips

OKLAHOMA NATURAL GAS COMPANY
ESTIMATED GAS FACILITIES RELOCATION COST

West Airport Rd & Terminal Parking (COS# 2020-1)
CITY OF STILLWATER
2/12/2025

Pipe Footage in Private Easement	=	549	ft
Pipe Footage in Public Easement	=	0	ft
Total Project Footage	=	549	ft
Estimated Project Cost (Like Kind and Size)	=	\$229,250	
Estimated Project Cost (Actual Installation)	=	\$229,250	
Betterment (Actual - Like Kind and Size)	=	\$0	

Breakdown of Estimated Project Cost Like Kind and Size				
ONG Share	+	Entity Share	=	Total
0	+	549	=	549
549	+	549	=	549
0.00%	+	100.00%	=	100.00%
\$0	+	\$229,250	=	\$229,250

Betterment Cost Allocation				
Sub-Total Estimated Cost	=	Entity Share	+	Betterment
Total Estimated ONG Cost	=	\$0	+	\$0 = \$0
Total Estimated Entity Cost	=	\$229,250	+	\$0 = \$229,250
Total Estimated Cost of Actual Replacement				= \$229,250

Composite Percentage of Project				
ONG SHARE	=	$\frac{\$0}{\$229,250}$	=	0.00%
ONG BETTERMENT	=	$\frac{\$0}{\$229,250}$	=	0.00%
ENTITY SHARE	=	$\frac{\$229,250}{\$229,250}$	=	100.00%



Cost Summary Report

CUE Number	44553
CUE Description	BABA - ONG STILLWATER 055 NDU - West Airport Rd & Terminal Parking (COS# 2020-1)
CUE Status	SUBMITAFE
Parent WO	2024-1001138130
Capital Project Number	
Project Function	055
Version Number	3
Version Description	Dirt Soil (Partial rebuild)
Version Estimate Type	DESIGN
Version Estimate Status	SUBMITAFE
Estimator ID	OKE19607
Estimator Name	Phillips, Tate A.
Cost Center	2960
Project Funding Number	021.055.2989.FP010001
Funding Type	NDU
Target Start Date	Jul 11, 2024
Target Finish Date	Jul 31, 2027

Table 1

	Summary	Materials SubTotal	Labor & Services Subtotal	Stores OH	Labor Attends	COH	Vehicle OH	Gross Cost	Less Contribution	Total Estimated Cost
Install Cost		1916.91	160087.30	567.41	257.13	66421.72	0.00	229250.47	0.00	229250.47
SubTotal		1916.91	160087.30	567.41	257.13	66421.72	0.00	229250.47		229250.47

Table 2

		Materials & Consumables				Labor Breakdown		Overheads				
WP #	Task Number	WP Description	Issued Material	Direct Purchase (Generic Material)	Miscellaneous Costs	Company Labor	Contract Labor	Stores OH	Labor Attends	COH	Vehicle OH	Total Costs
20	CU	Main Labor	0	0.00	0.00	1207.20	152880.10	0.00	257.13	63175.79	0.00	217520.22
30	CU	250 SVC	395.23	0.00	0.00	0.00	6000.00	116.99	0.00	2622.05	0.00	9134.27
10	CU	Main Material	1,521.68	0.00	0.00	0.00	0.00	450.42	0.00	623.88	0.00	2595.98
SubTotal			1,916.91	0.00	0.00	1,207.20	158,880.10	567.41	257.13	66,421.72	0.00	229,250.47



Cost Summary Report

Table 3 - Materials Detail											
Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	CAP,END,0.75 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		15	10	EACH	340000323
10	I			CONTRACT	0	CAP,END,2 IN IPS,MDPE,BUTT FUSION,DR 11,100 PSIG,ASTM D2513		20	10	EACH	340000065
10	I			CONTRACT	0	COUPLING,2 IN IPS,HDPE,ELECT 100 PSIG,BLACK,AST D2513		88.83	7	EACH	340000215
10	I			CONTRACT	0	ELBOW,2 IN IPS,MDPE,BUTT FUSION,90 DEG, 100 PSIG,ASTM D2513		38.5	14	EACH	340000345
10	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		178	10	EACH	340000545
10	I			CONTRACT	0	ANODE,5 LB,CAST,H1 MAGNESIUM ALLOY,PACKED W 10 FT, 0.05 CU LEAD		35.72	1	EACH	240000020
10	I			CONTRACT	0	WIRE, SOLID, 10 GA, THWN, COPPER, YELLOW, 30 MILL, 1000 FT, HIGH, TRACER, BURIED GAS PIPELINE		184.95	685	FEET	342000081



Cost Summary Report

Table 3 - Materials Detail

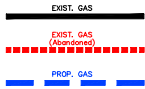
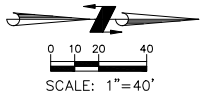
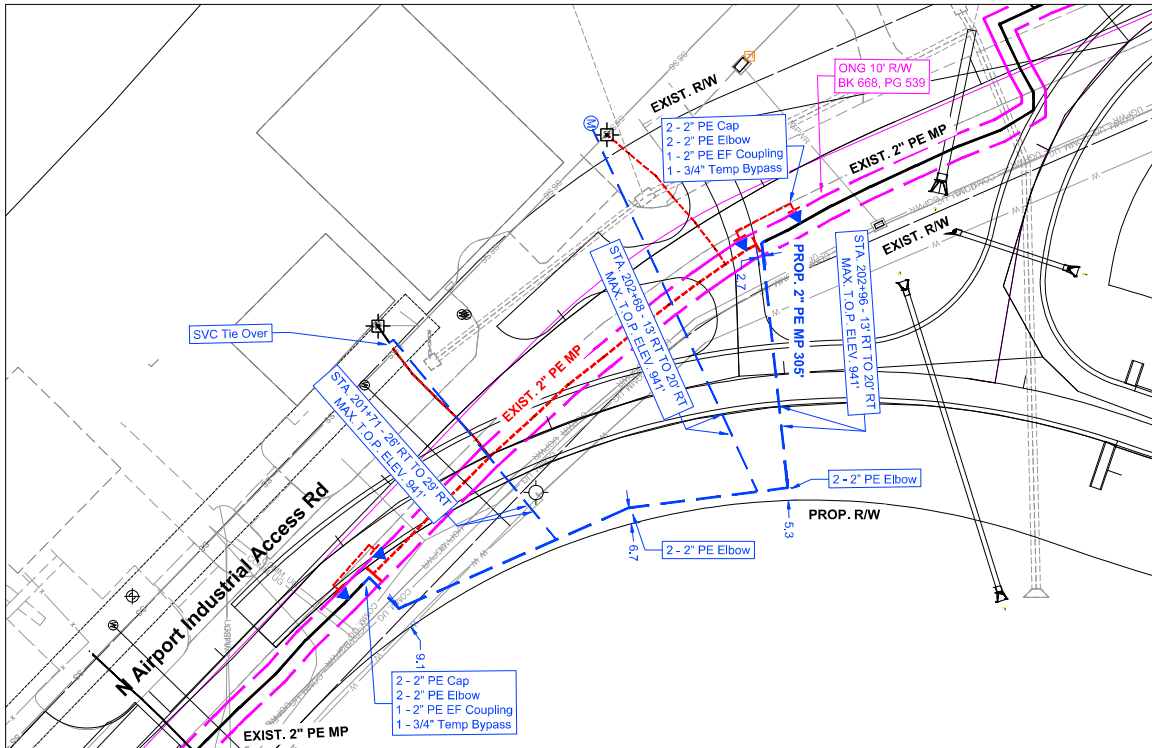
Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I			CONTRACT	0	TEE, 2 IN IPS, MDPE, BUTT FUSION, DR 11,100 PSIG, ASTM D2513		2.7	1	EACH	340000670
10	I			CONTRACT	0	MARKER BALL, 1405 XR, 4 IN DIA, PASSIVE TUNED, SELF LEVELING, ANTE IN WATER RESISTANT, POL SHELL, YELLOW, I DEPTH 5 FT		30.6	2	EACH	300000001
10	I			CONTRACT	0	VALVE, BOX CURB, FITS 0.500 IN TO 1.250 IN VALVES, ABS POLY, SLIP FIT, ADJ HEIGHT 18 IN TO 34 IN, UNIVERSAL STYLE, BLACK, SE LINE		64.82	2	EACH	070000015
10	I	37600	1590007	CONTRACT	0	PIPE MDPE, COIL, 0.75 IN IPS, DR 11,500 FT COIL, 0.095 IN WALL, BIMODAL, N REGRIND ALLOWED, ASTM D2513, YELLOW		20.5	50	FEET	330000020
10	I	37600	1590020	CONTRACT	0	PIPE MDPE, COIL, 2.00 IN IPS, DR 11,500 FT COIL, 0.216 IN WALL, NO REGRIND ALLOWED, ASTM D2513, YELLOW		688.5	675	FEET	330000040



Cost Summary Report

Table 3 - Materials Detail											
Station	Work	Account	AssetCode	LaborType	DirectPurchase	CU Description	Generic CU Description	LineCost	QTY	UOM	Item#
10	I	37600	1832020	CONTRACT	0	VALVE,BALL,2 IN IPS,MDPE,BUTT FUSION,100 PSIG,DR 11,MD,FULL PORT,FULL PORT,ASTM D2513		153.56	2	EACH	340000895
30	I			CONTRACT	0	TEE,2 IN IPS X 0.75 IN IPS,TAPPING,MD FUSION,CONVEN 0.80 IN CUTTER, 100 PSIG,ASTM D2513,BUTT OUTLET,W/ 12 IN SLEEVE AND PREP KIT		35.6	2	EACH	340000545
30	I			CONTRACT	0	VALVE,EXCESS FLOW,0.750 IN IPS,MDPE,FUSIO 700,DR 11,12 IN LONG,APPROX MIN TRIP RATE 700 - 980 SCFH MIN TRIP FLOW @ 10 PSIG,ASTM D2513		22.26	2	EACH	340000830
30	I			CONTRACT	0	WIRE,SOLID,10 GA,THWN,COPPE 30 MIL INSULATION, 500 FT,HIGH,TRACEF GAS PIPELINE		68.4	285	FEET	342000080
30	I			CONTRACT	0	RISER SERVICE, 1 IN X 0.750 IN IPS,STEEL X MDPE,THRD X FUSION,0.075 IN WT X DR 11,30 IN V X 15 IN H,90 PSIG,ANODELES D2513,1 IN GALV STOP,STOP NO. 080000086.		152.12	2	EACH	110000022

September 18, 2024 at 10:24:34 AM CDT



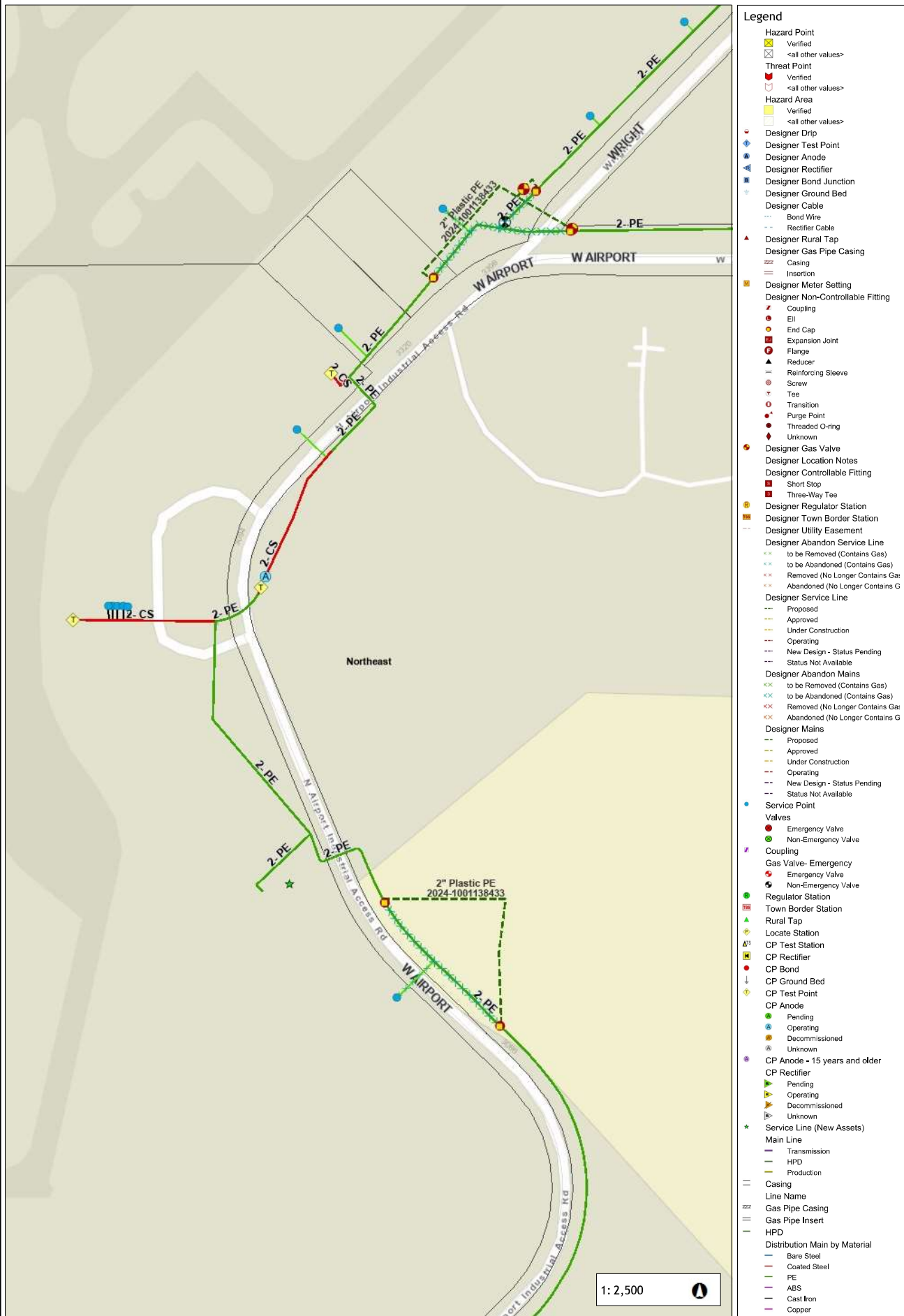
MISSION
 Providing reliable natural gas
 services to customers in
 Oklahoma.

VISION
 The customer's choice.

CORE VALUES
 Ethics • Quality • Loyalty
 Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

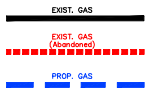
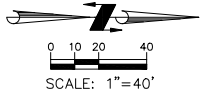
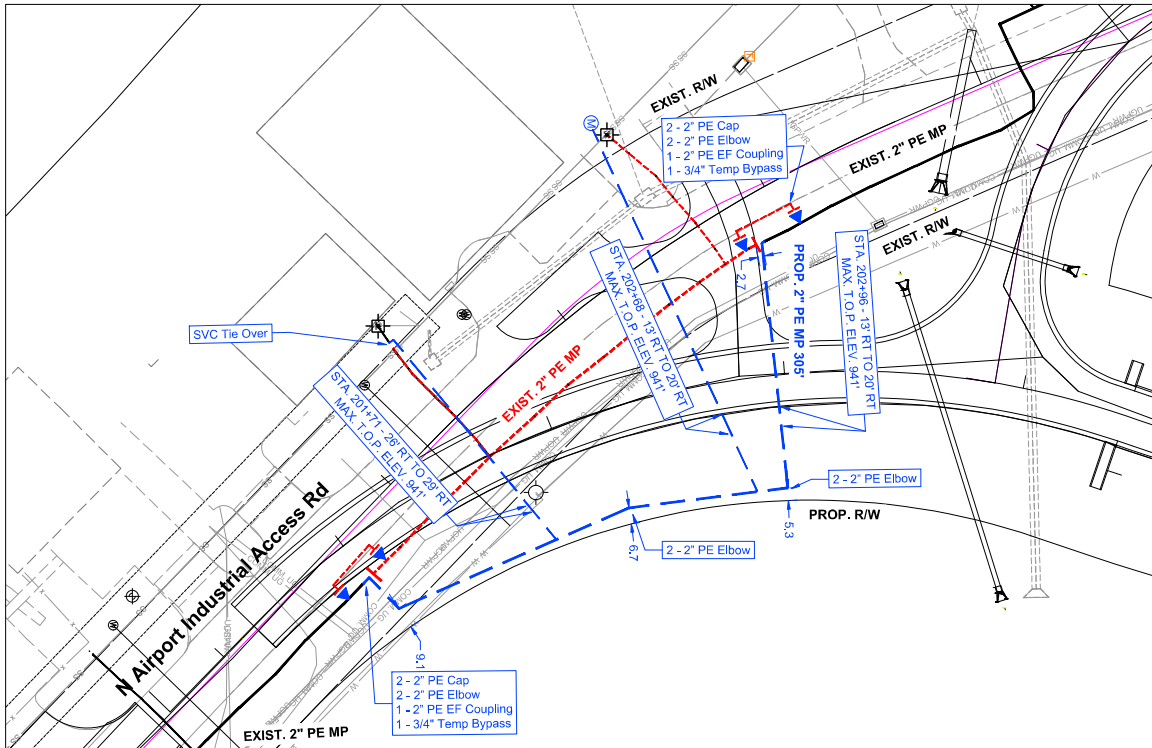
OKLAHOMA NATURAL GAS COMPANY				
CITY OF STILLWATER				
STILLWATER REGIONAL AIRPORT				
WEST AIRPORT ROAD				
2020-1				
DESIGNED	T.P.	SURVEY	NONE	DATE 1/23/24
DRAWN	SJB/II	JOB#		SCALE AS SHOWN
CHECKED				SHEET NO.
FILE NO.		DWG. NO.		OF 2 1



416.7 0 208.33 416.7
Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
THIS MAP IS NOT TO BE USED FOR NAVIGATION

DISCLAIMER: This document and information herein is a visual representation and approximation of ONE Gas facilities and is subject to revision at any time without notice. It is an informational tool and is not guaranteed, warranted, or represented to be to scale, complete, accurate, or depicting depth. ONE Gas disclaims any and all liability for same. Call 811 by dialing 811 prior to and excavation.



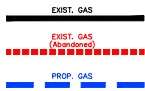
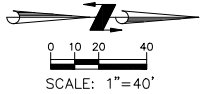
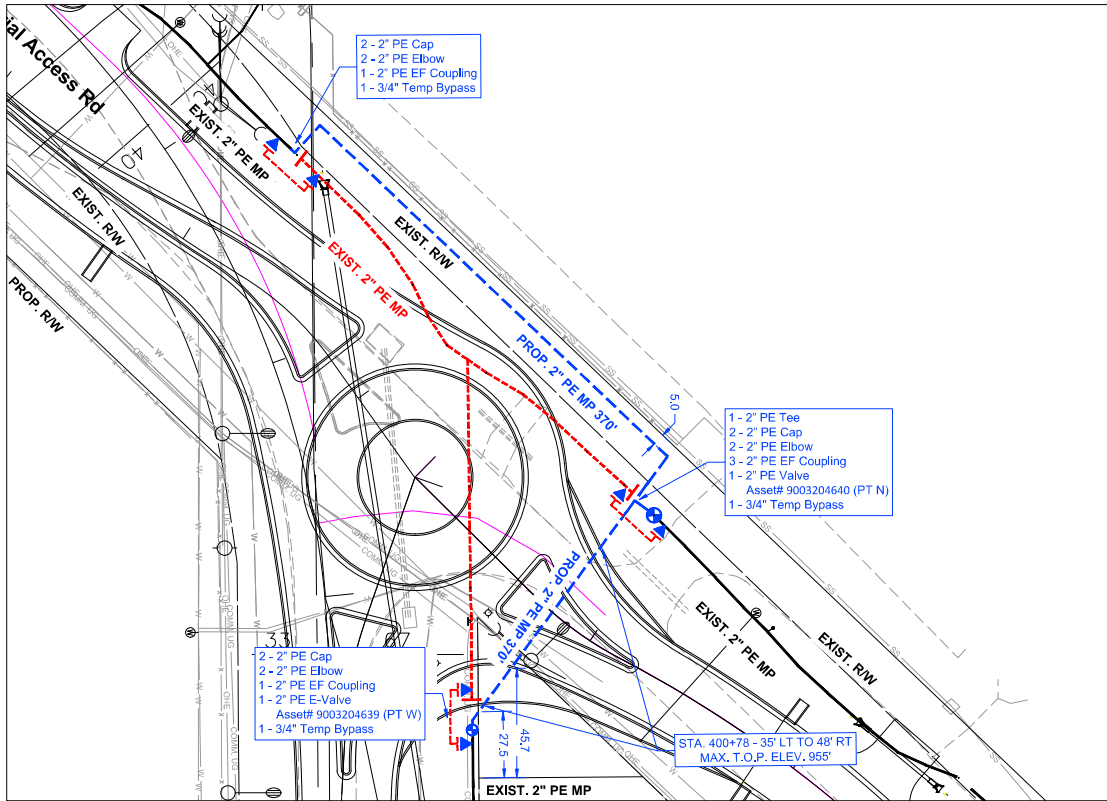
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REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY			
CITY OF STILLWATER			
STILLWATER REGIONAL AIRPORT			
WEST AIRPORT ROAD			
2020-1			
DESIGNED	T.P.	SURVEY	NONE
DRAWN	SJBIII	JOB#	
CHECKED			
FILE NO.		DWG. NO.	
DATE		1/23/24	
SCALE		AS SHOWN	
SHEET NO.			
OF		2	1



MISSION
Providing reliable natural gas services to customers in Oklahoma.

VISION
The customer's choice.

CORE VALUES
Ethics • Quality • Loyalty
Value • Service

REVISED			PRINTS ISSUED		
DATE	BY	ITEM	DATE	NO.	TO

OKLAHOMA NATURAL GAS COMPANY			
CITY OF STILLWATER			
STILLWATER REGIONAL AIRPORT WEST AIRPORT ROAD 2020-1			
DESIGNED	T.P.	SURVEY	NONE
DRAWN	SJBII	JOB#	
CHECKED			
FILE NO.		DWG. NO.	
DATE	1/23/24	SCALE	AS SHOWN
SHEET NO.		OF	2

17292

BOOK 668 PAGE 539

FORM 428 (REV. 2-81)

RIGHT OF WAY AGREEMENT

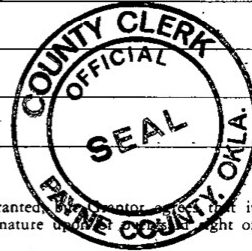
THIS AGREEMENT, made and entered into by and between City of Stillwater, a Municipal Corporation

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK Inc., a Delaware corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$ 1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Payne

State of Oklahoma, and more particularly identified and described as follows, to-wit:

A 10-foot right-of-way located in the NW/4 Section 3-T19N-R2E, being 5 feet on each side of the existing gas pipeline and above-ground regulators and equipment as shown on the attached Exhibit "A".



THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, and that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature on the right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 29 day of October, 19 84

ATTEST

(Seal) City Clerk

CITY OF STILLWATER

By: Christine F. Salmon
Mayor

STATE OF Oklahoma

COUNTY OF Payne

SS.

(CORPORATION ACKNOWLEDGMENT ON REVERSE SIDE)

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 29th day of October, 19 84, personally appeared Christine F. Salmon, Mayor to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth, and as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

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



Holly Andrews Sewell
Notary Public

RECORDING DATA



Negotiated by Walt R. Hoppensteadt Rods
Stillwater
Line Distb. J. O. 565-92-02 R/W#

Entered ✓ Indexed ✓

80 R NP

STATE OF OKLAHOMA,
COUNTY OF _____

APR 10 1930
Notary Public Seal

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF _____
COUNTY OF _____

ss.

CORPORATION ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____,
19____, personally appeared _____

to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instru-
ment as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed,
and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

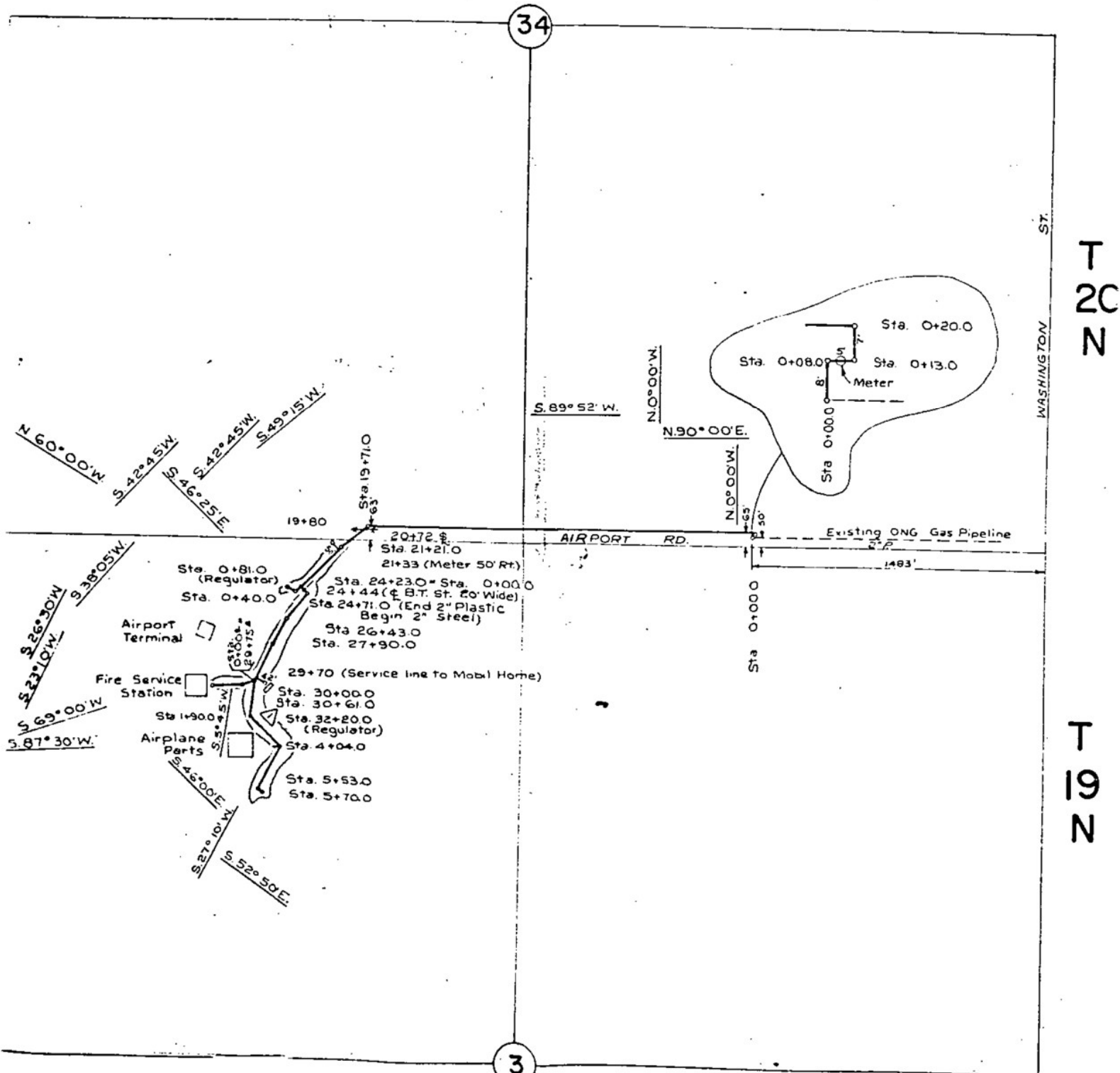
Given under my hand and seal of office the day and year last above written.

My Commission Expires _____

Notary Public.

PAYNE COUNTY ^{BOOK} 668 ^{PAGE} 540

R 2 E



3-14-2

017292

FILED 17 DEC 10 PM 11 04

BOOK 1686539-40

84 DEC 10 AM 11 04

SHERIFF'S OFFICE
COUNTY OF
BY DEPUTY

INDEXED
DIRECTED
REVERSED
RELEASED

11-11-11

DEC 10 2010

On file

006608

JUN 1 9 26 AM '94

PAYNE COUNTY
SHERIFF SCHIEFFER
COUNTY CLERK

RIGHT OF WAY AGREEMENT

The City of Stillwater

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK Inc., a Delaware corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$ 1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Payne

State of Oklahoma, and more particularly identified and described as follows, to-wit:

A 10 foot centerline easement being 5 feet each side of a line located in the NW/4

[Sec 3-T19N-R2E,] as shown on the attached EXHIBIT "A" made a part hereof.



THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.
2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.
3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.
4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one of whom shall be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 9th day of May, 1994

ATTEST: The City of Stillwater

Mary Alexander
SECRETARY

By: [Signature]

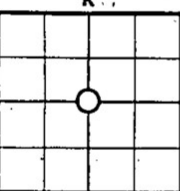
STATE OF Payne }
COUNTY OF Payne } SS. CORPORATE ACKNOWLEDGMENT ON REVERSE SIDE

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 10th day of May, 1994, personally appeared David P. Miller to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires: 4-21-96 Belli M Rhoads
Notary Public

RECORDING DATA



Negotiated by David Rentfrow Rods 4

Line Stillwater Distb. J.O. 21-59-72-5112 R/W#

Indexed N

ASO
5/19/94
JA

999817

CKT
6-25-94
R

SS

Notary Public

Notary Public

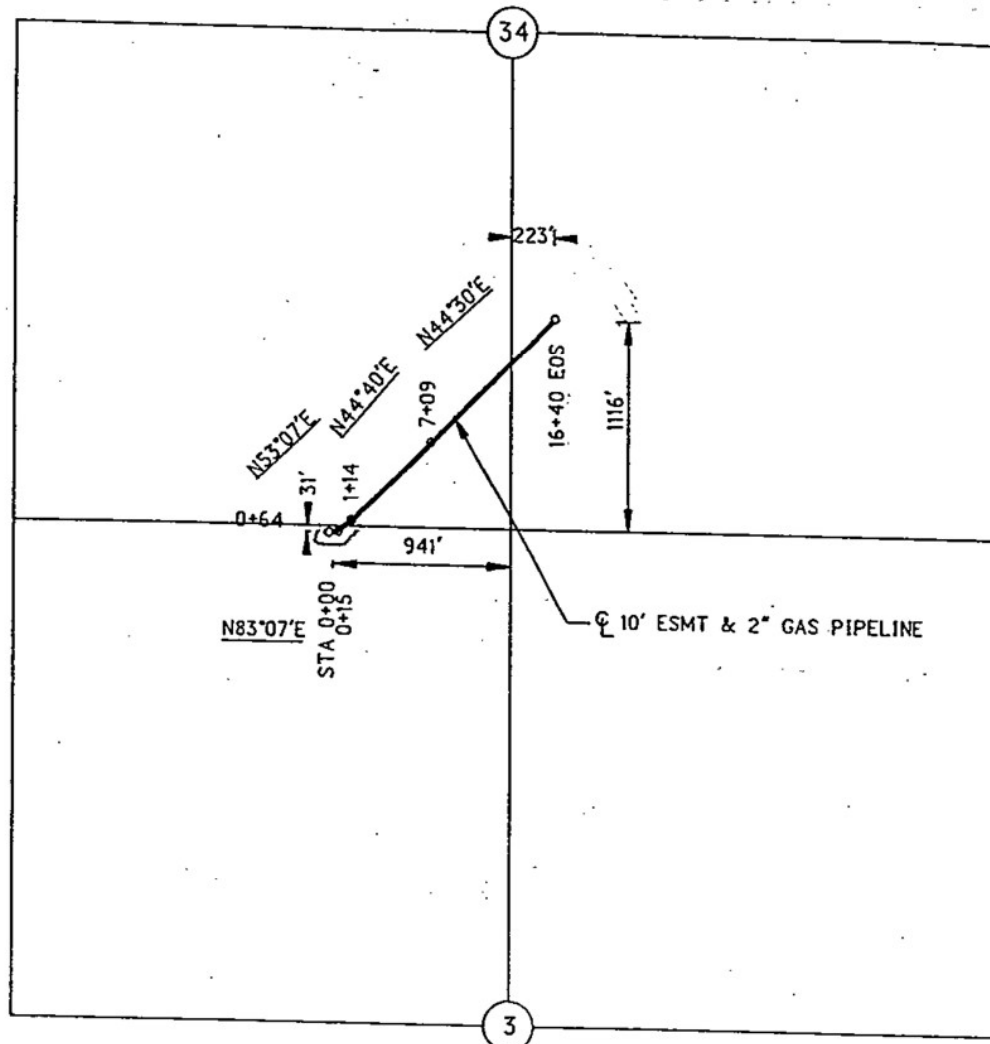
CORPORATION ACKNOWLEDGMENT

My Commission Expires _____

Debi M. Rhoads Notary Public

PAYNE COUNTY

R 2 E



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OKLAHOMA NATURAL GAS COMPANY			
STILLWATER			
ACQ. 2" GAS PIPELINE SEC 34-T20N-R2E & SEC 3-T19N-R2E			
DESIGNED	SURVEY	RDS	DATE 12-22-93
DRAWN C	J.O.	21-59-72-5112	SCALE 1"=1000'
CHECKED	R/W		SHEET 1
FILE 3	DWG.	SURSTIL	OF 1 1

ON 29
1/20
pm.

006608



3-18-23



Return to:
OKLAHOMA NATURAL GAS COMPANY
Right-of-Way & Damages Department
Box 371

00926

FORM 428 (REV. 2-81)

sa, Oklahoma 74102

Filed at 9:30 AM
Payne County Clerk

JAN 21 1985

672 PAGE 450

RIGHT OF WAY AGREEMENT

THIS AGREEMENT, made and entered into by and between Stillwater Industrial Foundation Inc.

hereinafter called the Grantor, and OKLAHOMA NATURAL GAS COMPANY, a Division of ONEOK Inc., a Delaware corporation, hereinafter called the Grantee.

WITNESSETH, that said Grantor, for and in consideration of \$ 1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant to said Grantee, its successors and assigns, a permanent easement and right of way to lay, maintain, operate, relay and remove a pipe line, with fittings, tie-overs, cathodic protection equipment and other appurtenant appliances, with the right of ingress and egress to and from the same, over and through certain lands situated in the County of Payne

State of Oklahoma, and more particularly identified and described as follows, to-wit:

A 10-foot right-of-way located in the SE/4 and SW/4 Section 34-T20N-R2E, being

5 feet on each side of the existing gas pipeline and above-ground regulators

and equipment as shown on the attached Exhibit "A".

THIS RIGHT OF WAY GRANT IS MADE SUBJECT TO THE FOLLOWING:

1. That said Grantor is to fully use and enjoy said premises subject to the easement rights hereby granted, but Grantor agrees that it will not construct nor permit to be constructed any lakes, ponds, buildings or other structures of a permanent nature upon or over said right of way or within ten feet of the pipe line of Grantee without the written consent of Grantee.

2. That said Grantee hereby covenants to bury its pipe 24-inches below surface of the ground so that the same will not interfere with the cultivation of said premises.

3. That the Grantee shall have the right at any time to change the size of its pipe line and to cut, trim and keep clear all trees, brush and other obstructions that may injure, endanger or interfere with the construction, operation, maintenance or removal of said pipe line.

4. That the Grantee shall pay all damages to fences, crops, and premises, which may be suffered by reason of laying, relaying, maintaining, operating, or removing said line of pipe. If not mutually agreed upon, the parties may agree to have damages ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid, and the award of two of such three persons shall be final and conclusive.

This right of way grant contains all of the agreements and stipulations between the Grantor and Grantee with respect to the granting of said easement, and the same shall inure to the benefit of and be binding upon the Grantor and Grantee and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this right of way agreement this 1st day of October, 1984.

ATTEST

(Seal)

Secretary

STILLWATER INDUSTRIAL FOUNDATION INC.

By:

President

STATE OF Oklahoma

COUNTY OF Payne

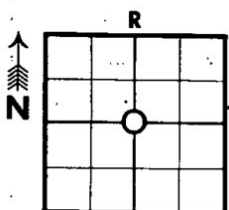
SS. (CORPORATION ACKNOWLEDGMENT ON REVERSE SIDE)

Before me, the undersigned, a Notary Public, in and for the State aforesaid, on this 1st day of October, 1984, personally appeared David P. Lambert to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as a free and voluntary act and deed, for the uses and purposes therein set forth.

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

My Commission Expires:

RECORDING DATE



Negotiated by Walt R. Hoppensteadt

Stillwater

Line Distb.

J.O. 565-92-02

R/W#

Entered y Indexed y

E.F.

120R
NP

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF OKLAHOMA,
COUNTY OF _____

ss.

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public.

My Commission expires _____

STATE OF Oklahoma
COUNTY OF Payne

ss.

CORPORATION ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of
October, 19 84, personally appeared David P. Lambert

to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instru-
ment as its President and acknowledged to me that he executed the same as his free and voluntary act and deed,
and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

My Commission Expires

3-22-86

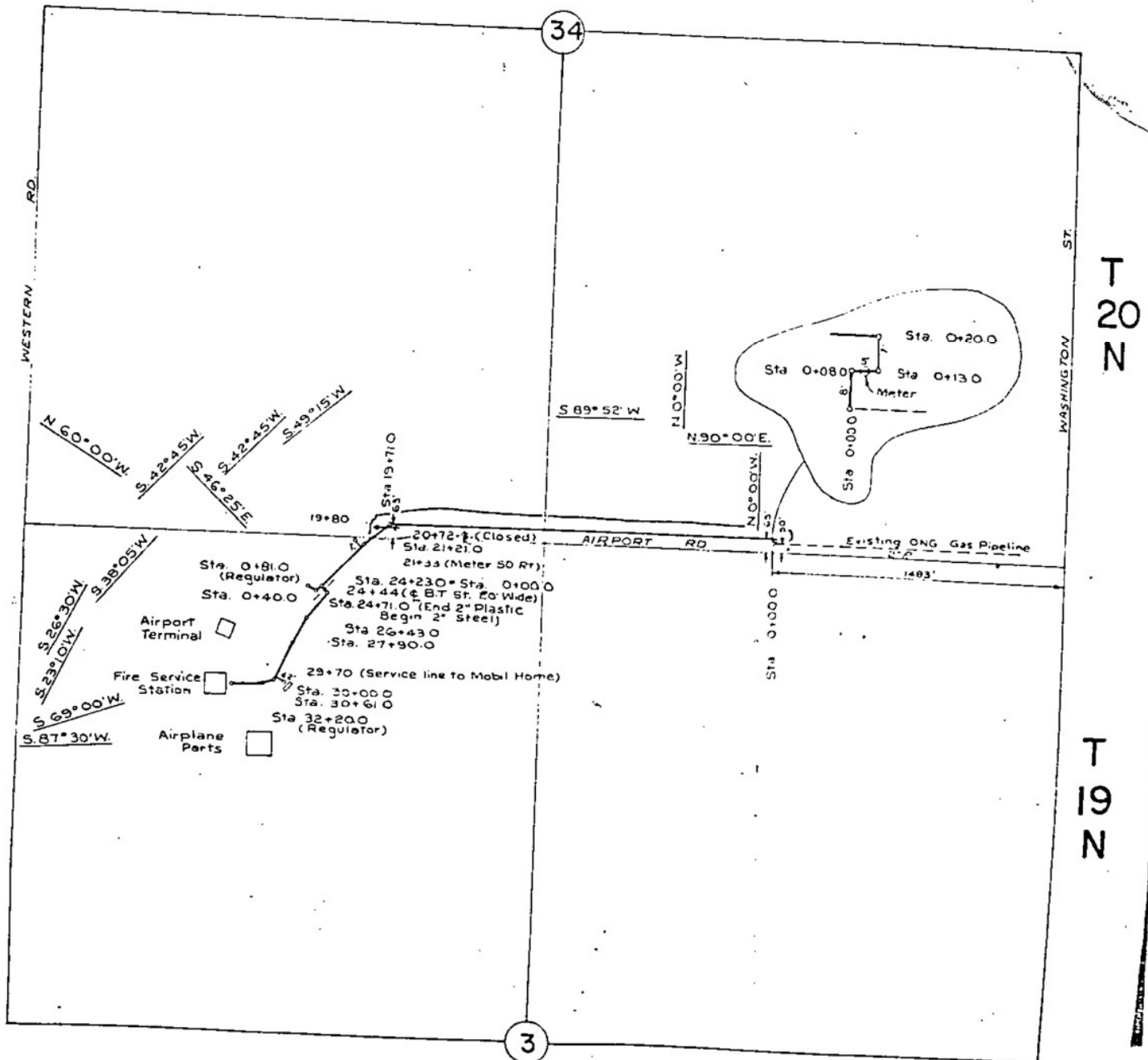
Marian L. Miller
Notary Public.

EXHIBIT "A"

BOOK 672 PAGE 452

PAYNE COUNTY

R 2 E



34-20-2

000926

PRINTED

FILED

BOOK 669

444-4

85 JAN 21 AM 9:30

SHERIFF'S OFFICE
COUNTY CLERK

BY *[Signature]* DEPUTY

INDEXED
DIRECTED
REVERSED
RELEASED



APR 21 1985

103
259

STATE OF OKLAHOMA,
COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for the County aforesaid, on this _____ day
of _____, 19____, personally appeared _____

to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to
me that _____ executed the same as _____ free and voluntary act and deed, for the uses and purposes
herein set forth.

Witness my hand and official seal.

Notary Public

My Commission Expires _____

STATE OF _____)
COUNTY OF _____) ss.

TRUST ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____, Trustee(s) of _____

Notary Public

My commission expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me this _____ day of _____,
19____, by _____, partner(s) on behalf of
and _____, a partnership.

Notary Public

My Commission Expires _____

CORPORATION ACKNOWLEDGMENT

STATE OF Oklahoma)
COUNTY OF Payne) ss:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of
May, 1994, personally appeared Larry P. Miller

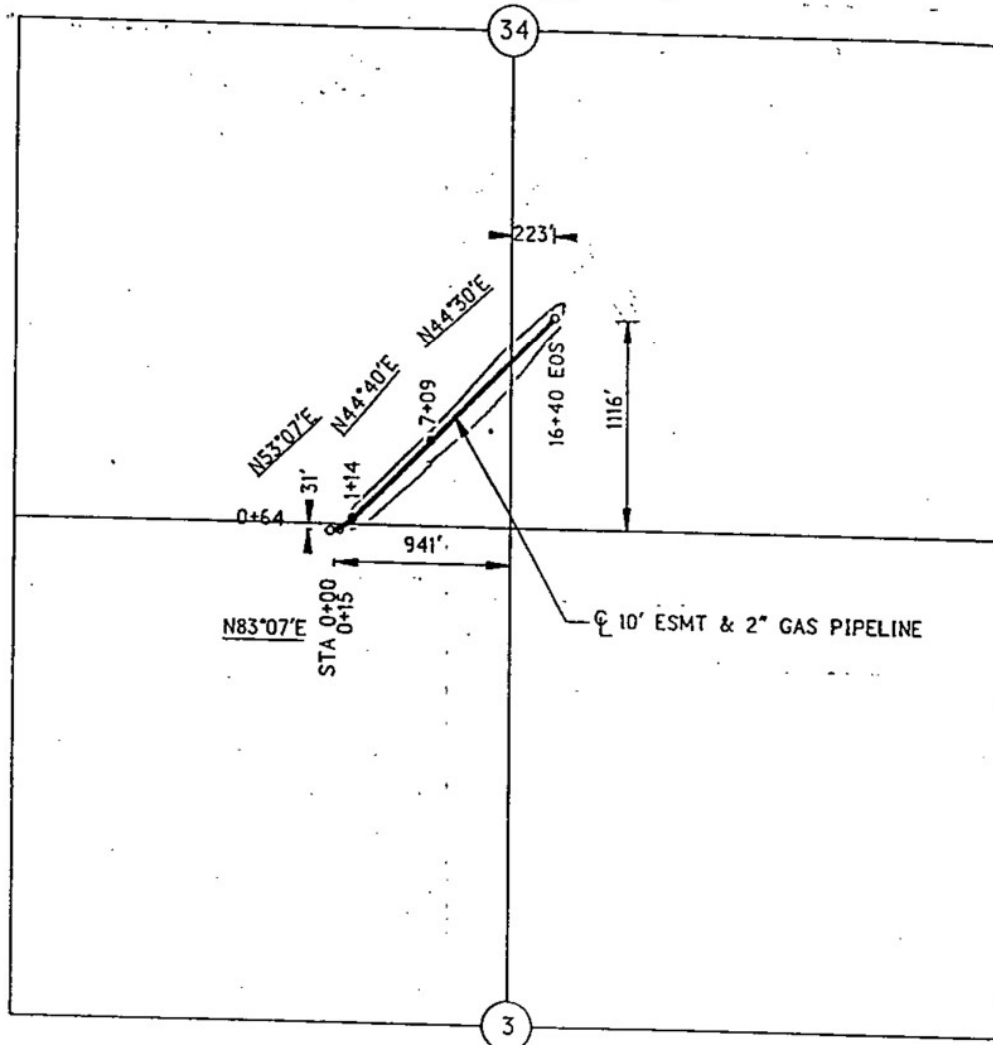
to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing
instrument as its Mayor and acknowledged to me that he executed the same as his free and voluntary act
and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Belli M. Brooks
Notary Public

My Commission Expires 4-21-96

PAYNE COUNTY
R 2 ET
20
NT
19
N

OKLAHOMA NATURAL GAS COMPANY		
STILLWATER		
ACQ. 2" GAS PIPELINE SEC 34-T20N-R2E & SEC 3-T19N-R2E		
DESIGNED	SURVEY RDS	DATE 12-22-93
DRAWN C	J.O. 21-59-72-5112	SCALE 1"=1000'
CHECKED	R/W	SHEET 1
FILE 3	DWG. SURSTIL	OF 1

34-20-24



006607

ON 2

1200

over.



Signature Certificate



Envelope Ref:d3b70bbbed202eb950edb0c8cf1bac4c3628cfd79

Author: Rielly, Robert J. Robert J. Creation Date: 13 Feb 2025, 06:27:28, PST Completion Date: 14 Feb 2025, 08:09:33, PST

Document Details:

Name: 250212 - URA (COS# 2020-1) REV3

Type:

Document Ref: bf05d53403ebad0af975d8a611f28a44eae8f695d0b02688cf8925c5ec849855

Document Total Pages: 29

Document Signed By:

Name: Kelly Brown
Email: Kelly.Brown@onegas.com
IP: 165.85.35.22
Location: DENVER, CO (US)
Date: 14 Feb 2025, 05:43:43, PST
Consent: eSignature Consent Accepted
Security Level: Email

Kelly Brown
Signer ID: BUKQRJGT7S...

Name: Rielly, Robert J. Robert J.
Email: robert.rielly@onegas.com
IP: 165.85.46.172
Location: HOUSTON, TX (US)
Date: 13 Feb 2025, 06:31:56, PST
Consent: eSignature Consent Accepted
Security Level: Email

Rielly, Robert J.
Signer ID: PAKKVTVBFQ...

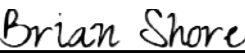
Name: Means, Tonya L.
Email: tonya.means@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 14 Feb 2025, 06:11:56, PST
Consent: eSignature Consent Accepted
Security Level: Email

Tonya Means
Signer ID: CKDOKPLRPL...

Name: David Williams

David Williams
Signer ID: 0GDQEC3D5M...

Email: david.williams@onegas.com
IP: 165.85.46.171
Location: HOUSTON, TX (US)
Date: 14 Feb 2025, 08:00:17, PST
Consent: eSignature Consent Accepted
Security Level: Email
Name: Brian Shore
Email: brian.shore@onegas.com
IP: 12.216.62.6
Location: TULSA, OK (US)
Date: 14 Feb 2025, 08:09:33, PST
Consent: eSignature Consent Accepted
Security Level: Email
Name: Booker, Meghan A. Meghan A.
Email: meghan.booker@onegas.com
IP: 165.85.35.22
Location: DENVER, CO (US)
Date: 14 Feb 2025, 06:00:10, PST
Consent: eSignature Consent Accepted
Security Level: Email


Signer ID: SMGCEWBDEM...


Signer ID: USOQRW1GH7...

Document History:

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Invitation Accepted	Invitation accepted by Rielly, Robert J. Robert J. on 13 Feb 2025, 06:31:52, PST
Signed by Rielly, Robert J. Robert J.	Rielly, Robert J. Robert J. signed this Envelope on 13 Feb 2025, 06:31:56, PST
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Signed by Booker, Meghan A. Meghan A.	Booker, Meghan A. Meghan A. signed this Envelope on 14 Feb 2025, 06:00:10, PST
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Invitation Accepted	Invitation accepted by David Williams on 14 Feb 2025, 07:58:52, PST
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Invitation Accepted	Invitation accepted by Brian Shore on 14 Feb 2025, 08:08:46, PST
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Executed	Document(s) successfully executed on 14 Feb 2025, 08:09:33, PST
Signed Document(s)	Link emailed to robert.rielly@onegas.com
Signed Document(s)	Link emailed to Kelly.Brown@onegas.com
Signed Document(s)	Link emailed to megan.booker@onegas.com
Signed Document(s)	Link emailed to tonya.means@onegas.com
Signed Document(s)	Link emailed to david.williams@onegas.com
Signed Document(s)	Link emailed to brian.shore@onegas.com

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 08/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditures:
Appropriate funds for award of FAA 2024 AIP Discretionary grant.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	AIP Discretionary Grant Project	8207010 - 54009	25AP04820	\$ 0	\$ 3,000,000	\$ 3,000,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 3,000,000

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--

[Click Here to Clear Form](#)

[Click Here to Print](#)

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/17/2025

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenues:
Increase revenue projections for the award of FAA 2024 AIP Discretionary grant.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Federal Grant	8207010 - 43100		\$ 0	\$ 3,000,000	\$ 3,000,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 3,000,000

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--

[Click Here to Clear Form](#)

[Click Here to Print](#)

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 08/30/2024

Department: Transportation

Requested by: Candy Staring

Explanation:

Expenditures:
Appropriate funds for construction of a roundabout on the airport access road. Funding from the Transportation Sales Tax Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Airport Access Road	2604035 - 54009	25AP04260	\$ 0	\$ 585,452	\$ 585,452
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 585,452

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--

[Click Here to Clear Form](#)

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ORDINANCE NO. 3557

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 5599 W 6TH AVENUE FROM TWO-FAMILY AND MULTI-FAMILY (RTM) and COMMERCIAL GENERAL (CG) TO TWO-FAMILY AND MULTI-FAMILY (RTM)

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

Parcel located at 5599 W 6TH AVENUE, said area also referred to as 5499 W. 6th Avenue:

A tract of land in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 19, Township 19 North, Range 2 East of the Indian Meridian, City of Stillwater, Payne County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of said Northwest Quarter; thence, a distance of 214.01 feet, along the East Line of said Northwest Quarter, S01°27'51" E, to a Point of Beginning; thence, continuing S01°27'51" E, along said East Line, a distance of 446.50 feet, to the Southeast Corner of said Northeast Quarter of the Northeast Quarter of the Northwest Quarter; thence S89°23'35"W, along the South Line of said Northeast Quarter of the Northeast Quarter of the Northwest Quarter, a distance of 659.80 feet, to the Southwest Corner of said Northeast Quarter of the Northeast Quarter of the Northwest Quarter; thence, N01°42'29"W, along the West Line of said Northeast Quarter of the Northeast Quarter of the Northwest Quarter, a distance of 610.04 feet to a point on the South 50 foot Right of Way line, thence, N89°13'59"E, along said South Right of Way line, a distance of 32.35 feet; thence, S00°35'49"E, a distance of 300.12 feet (previously described 300 feet, South); thence, N89°22'50"E, a distance of 200.00 feet (previously described as 200 feet, East); thence, N00°34'36"W, a distance of 53.13 feet; thence, N89°19'02"E, a distance of 325.50 feet, N00°40'59"W, a distance of 82.90 feet, thence N89°19'01"E, a distance of 107.12 feet, to a point on said East Line, said point being the Point of Beginning. Said tract being 5.64 acres or less and subject to all recorded easements.

And

A tract of land in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 19, Township 19 North, Range 2 East of the Indian Meridian, City of Stillwater, Payne County, Oklahoma, more particularly described as follows: Commencing at the Northeast Corner of said Northwest Quarter; thence, a distance of 214.01 feet, along the East Line of said Northwest Quarter, S01°27'51" E, to a Point of Beginning; thence, continuing S01°27'51" E, along said East Line, a distance of 267.03 feet; thence, S89°23'35"W, parallel to the South Line of said Northeast Quarter of the Northeast Quarter of the Northwest Quarter, a distance of 438.59 feet; thence, N00°34'36"W, a distance of 130.55 feet; thence, continuing N00°34'36"W, a distance of 53.13 feet; thence, N89°19'02"E, a distance of 325.50 feet, N00°40'59"W, a distance of 82.90 feet, thence N89°19'01"E, a distance of 107.12 feet, to a point on said East Line, said point being the Point of Beginning. Said tract being 2.04 acres or less and subject to all recorded easements.

be and the same is hereby rezoned from TWO-FAMILY & MULTI-FAMILY (RTM) and COMMERCIAL GENERAL (CG) TO TWO-FAMILY AND MULTI-FAMILY (RTM).

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 02/24/2025
Second Reading:

ORDINANCE NO. 3558

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCIAL AFFAIRS, DIVISION 1, GENERALLY, BY AMENDING SECTION 2-586, SALE OF SURPLUS, OBSOLETE, ETC., CITY PROPERTY BY AMENDING THE NOTICE REQUIREMENT TO ALLOW FOR NOTICE ON THE CITY OF STILLWATER WEBSITE FOR DISPOSITION OF SURPLUS OR OBSOLETE PROPERTY; 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 1, Generally, Section 2-586, Sale of surplus, obsolete, etc., city property, to be amended as follows:

Sec. 2-586. Sale of surplus, obsolete, etc., city property.

- (a) Whenever the city manager, as agent for the city, concludes to sell surplus, obsolete, abandoned, or discarded supplies, materials, and equipment, or products or by products of the city, pursuant to the authority provided by section 4-1 of the Charter, and the value of any article, or lot of articles to be sold together, amounts to \$1,500.00 or more, he shall sell such articles upon competitive open bids after giving notice of the time, place, and subject of the sale, ~~either through circulars mailed to the proprietors of businesses operating in the city and its vicinity which may be interested in procuring such types of articles or~~ by publishing-posting similar notice of the sale on the City of Stillwater website at www.stillwaterok.gov. ~~in one or more issues of a daily newspaper published in said city.~~
- (b) Such sale shall be held not earlier than five days after such notice has been published posted on the City of Stillwater website, at www.stillwaterok.gov. ~~mailed to the prospective purchasers, or five days after the date of the last publication of the notice in a daily newspaper.~~

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 March, 2025.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

First Reading: 2/24/2025
Second Reading:

ORDINANCE NO. 3559

AN ORDINANCE CLOSING A PORTION OF RIGHTS-OF-WAY LOCATED AT NORTH AND EAST OF LOT FOUR (4), NORTHGATE COMMERCIAL AREA, FIRST SECTION IN SECTION 25, TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST ON PROPERTY ADDRESSED 5021 N PERKINS ROAD

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

Parcels located at 5021 N PERKINS ROAD:

Legal Description – Northgate / Benjamin closing

A TRACT OF LAND THAT IS ALL THAT PART OF NORTHGATE DRIVE AND BENJAMIN STREET LYING NORTH AND EAST OF LOT FOUR (4), NORTHGATE COMMERCIAL AREA, FIRST SECTION, BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 00°25'06" EAST ALONG THE EAST LINE OF SAID LOT 4 FOR 377.70 FEET; THENCE NORTHWESTERLY ALONG SAID EAST LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 65.00 FEET, A CHORD BEARING OF NORTH 21°38'57" WEST, AND A CHORD DISTANCE OF 48.84 FEET FOR AN ARC LENGTH OF 50.07 FEET; THENCE NORTH 43°43'00" WEST ALONG SAID EAST LINE FOR 76.67 FEET; THENCE NORTHWESTERLY ALONG SAID EAST LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 512.47 FEET, A CHORD BEARING OF NORTH 35°08'57" WEST, AND A CHORD DISTANCE OF 152.69 FEET FOR AN ARC LENGTH OF 153.26 FEET; THENCE NORTH 26°34'54" WEST ALONG SAID EAST LINE FOR 4.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 63°25'06" WEST ALONG THE NORTH LINE OF SAID LOT 4 FOR 15.44 FEET; THENCE WESTERLY ALONG SAID NORTH LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 416.97 FEET, A CHORD BEARING OF NORTH 87°49'54" WEST, AND A CHORD DISTANCE OF 401.12 FEET FOR AN ARC LENGTH OF 418.46 FEET; THENCE NORTH 59°04'54" WEST ALONG SAID NORTH LINE FOR 155.13 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 4; THENCE NORTH 30°55'01" EAST FOR 70.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHGATE DRIVE; THENCE SOUTH 59°04'54" EAST ALONG SAID RIGHT OF WAY LINE FOR 155.13 FEET; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 346.97 FEET, A CHORD BEARING OF SOUTH 87°49'54" EAST, AND A CHORD DISTANCE OF 333.78 FEET FOR AN ARC LENGTH OF 348.21 FEET; THENCE NORTH 63°25'06" EAST ALONG SAID RIGHT OF WAY LINE FOR 85.44 FEET TO THE EAST RIGHT OF WAY LINE OF BENJAMIN STREET; THENCE SOUTH 26°34'54" EAST ALONG THE EAST RIGHT OF WAY LINE OF BENJAMIN STREET FOR 74.99 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE LEFT HAVING A RADIUS OF 442.47 FEET, A CHORD BEARING OF SOUTH 35°08'57" EAST, AND A CHORD DISTANCE OF 131.83 FEET FOR AN ARC LENGTH OF 132.33 FEET; THENCE SOUTH 43°43'00" EAST ALONG SAID RIGHT OF WAY LINE FOR 76.67 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING OF SOUTH 21°38'57" EAST, AND A CHORD DISTANCE OF 101.44 FEET FOR AN ARC LENGTH OF 103.99 FEET; THENCE SOUTH 00°25'06" WEST ALONG SAID RIGHT OF WAY LINE FOR 376.93 FEET; THENCE SOUTH 89°47'00" WEST FOR 70.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINS 91,188 SQUARE FEET OR 2.093 ACRES, MORE OR LESS.

IS NOT PRESENTLY IN USE AND IS HEREBY CLOSED. THE CITY RESERVES THE RIGHT TO REOPEN THIS RIGHT OF WAY IN THE EVENT IT IS NEEDED IN THE FUTURE, WITHOUT

THE NECESSITY TO PAY THE OWNER OR THEIR SUCCESSORS FOR THE REOPENING OF THIS RIGHT OF WAY.

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

(SEAL)
ATTEST:

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 2/24/2025
Second Reading:

ORDINANCE NO. 3555

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 29, MOTOR VEHICLES AND TRAFFIC, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, DIVISION 1, GENERALLY, SECTION 29-32, DUTIES OF CITY MANAGER, BY SPECIFICALLY ALLOWING THE CITY MANAGER TO LIMIT OR EXTEND EXISTING ESTABLISHED PARKING TIME LIMITS AND WAIVING OTHER PARKING RESTRICTIONS AS DEEMED NECESSARY DURING SPECIAL EVENTS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

(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 29, Motor Vehicles and Traffic, Article II, Administration and Enforcement, Division 1, Generally, Section 29-32, Duties of city manager, to be amended as follows:

Sec. 29-32. - Duties of city manager.

(a) The city manager shall have the authority:

- (1) To designate and maintain, by appropriate devices, marks, or lines upon the surface of the roadway, crosswalks at intersections where, in his opinion, there is particular danger to pedestrians crossing the roadway, and at such other places as it may deem necessary;
- (2) To establish safety zones or islands of such kind and character and at such places as it may deem necessary for the protection of pedestrians;
- (3) To mark traffic lanes upon the roadway of any street where a regular alignment of traffic is necessary;
- (4) To establish bus stops, bus stands, taxicab stands, and stands for other passenger common-carrier motor vehicles on such public streets in such places and in such number as he shall determine to be of the greatest benefit and convenience to the public; and every such bus stop, bus stand, taxicab stand, or other stand shall be designated by appropriate signs;
- (5) To designate bicycle parking zones;
- (6) To determine and designate intersections where particular hazard exists upon other than through streets and to determine whether vehicles shall stop at one or more entrances to any such intersection, in which event he shall cause to be erected a stop sign at every such place where a stop is required; or whether vehicles shall yield the right-of-way to vehicles on a different street at such intersection, in which event he shall cause to be erected a yield sign at every place where obedience thereto is required;
- (7) To have placed markers, buttons, or signs within or adjacent to intersections indicating the course to be traveled by vehicles turning at such intersections; such course to be traveled as so indicated may conform to or be other than as prescribed by law or ordinance;
- (8) To determine those intersections at which drivers of vehicles shall not make a right, left, or U-turn, and shall have placed proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs, or they may be removed when such turns are permitted;
- (9) To prescribe routes through the city for the use of trucks or other vehicles which are not ordinary private passenger vehicles;

(10) To determine the location of passenger and freight curb loading zones, and shall have placed and maintained appropriate signs indicating the same and stating the hours during which the provisions of this section are applicable. When such a loading zone is established on request of any person, the city manager shall not have signs placed until the applicant has paid to the city an amount of money estimated by the street department to be adequate to reimburse the city for all costs of establishing and signing the same;

(11) To determine when standing or parking may be permitted upon a one-way roadway;

(12) To establish parking time limits, or to prohibit parking, on designated streets and parts of streets, by having appropriate signs placed thereon;

(13) To limit or extend existing established parking time limits by having appropriate signs placed thereon, and waive other parking restrictions as deemed necessary during special events;

(14) To issue special permits to permit the use of streets for loading or unloading merchandise or materials subject to the terms and conditions of such permit. Such permits may be issued either to the owner or lessee of real property or to the owner of the vehicle and shall grant to such person the privilege as therein stated and authorized herein;

(15) To designate metered parking zones;

(16) To determine those portions of a highway where overtaking and passing or driving to the left of the roadway would be especially hazardous, and order the placement of appropriate signs or markings on the roadway marking the beginning and end of such zones;

(17) To determine upon what streets and parts of streets angle parking shall be permitted and shall have such streets marked or signed;

(18) To take any other action necessary and proper to ensure the safe and efficient flow of traffic throughout the corporate limits of the city;

(19) To temporarily close streets and sidewalks for safety reasons, construction or events.

(b) Decisions of the city manager under this section may be appealed to the city council upon written application of an aggrieved party. Said application shall be made within ten days of the date of the action to be appealed. The city council shall direct written notice of the appeal hearing to the applicant. Said notice shall be given at least five days prior to scheduled hearing date. ~~Decisions of the city council shall be appealable to the district court in accordance with state statute and this Code.~~

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

SECTION 3: SEVERABILITY. If any section, subsection, 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.

SECTION 4: EMERGENCY CLAUSE. It being immediately necessary for the preservation of the public peace, health or safety that an emergency is declared to exist, by reason whereon this ordinance shall become effective from and after the date of publication.

Passed, approved, and adopted this 24th day of February 2025.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 24th day of February 2025.

Kimberly Carnley, City Attorney

EMERGENCY CLAUSE

**THE EMERGENCY CLAUSE IS HEREBY PASSED, APPROVED AND ADOPTED
THIS 24th DAY OF FEBRUARY, 2025.**

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

(SEAL)

Approved as to form and legality, this 24th day of February 2025.

Kimberly Carnley, City Attorney

First Reading: 2/10/2025
Second Reading: 2/24/2025

ORDINANCE NO. 3556

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 33, PARKS, EVENTS AND RECREATION, ARTICLE 1, IN GENERAL, SECTION 33-15, CAMPING PROHIBITED; EXCEPTIONS BY SPECIFICALLY ALLOWING THE CITY MANAGER AUTHORITY TO GRANT OVERNIGHT CAMPING IN CITY PARKS AND PUBLIC AREAS DURING SPECIAL EVENTS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

(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 33, Parks, Events and Recreation, Article I, In General, Section 33-15, Camping prohibited; exceptions, to be amended as follows:

Sec. 33-15. Camping prohibited; exceptions.

The use of the parks and public areas, within the corporate limits of the City of Stillwater for overnight camping is prohibited except as follows:

- (1) Lake McMurtry, in designated areas, by permit; or
- (2) ~~Couch Park~~, dDuring special events, as approved by ~~the parks director or~~ the city manager unless to do so would cause damage to ~~park~~ city property.

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

SECTION 3: SEVERABILITY. If any section, subsection, 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.

SECTION 4: EMERGENCY CLAUSE. It being immediately necessary for the preservation of the public peace, health or safety that an emergency is declared to exist, by reason whereon this ordinance shall become effective from and after the date of publication.

Passed, approved, and adopted this 24th day of February 2025.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 24th day of February 2025.

Kimberly Carnley, City Attorney

EMERGENCY CLAUSE

**THE EMERGENCY CLAUSE IS HEREBY PASSED, APPROVED AND ADOPTED
THIS 24th DAY OF FEBRUARY, 2025.**

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

(SEAL)

Approved as to form and legality, this 24th day of February, 2025.

Kimberly Carnley, City Attorney

First Reading: 2/10/2025
Second Reading: 2/24/2025