



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
MAY 19, 2025

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

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

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

a.	Bicycle Safety Month Proclamation
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4. Consent Docket

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

a.	Approve May 5, 2025 regular meeting minutes	
b.	Approve Agreement Extension with DIRECTV, LLC to replace an expired agreement with Southwestern Bell Telephone Company for payment to the City of 5% of gross revenues from subscribers for providing video services.	
c.	Approve budget amendment to close out the Husband Street Bridge project.	Christy Cluck
d.	Award Bid#12-2025 to Civil Builders, LLC for the design and construction of a new traffic pattern indicator (TPI) and segmented circle; approve	CC-25-75 Kellie Reed

	associated budget amendment and authorize the City Manager to sign related documents.		
e.	Approve budget amendments reflecting receipt and appropriation of \$30,000 Lucky Day grant for Oklahoma Virtual Library pilot program	CC-25-76	Stacy Delano
f.	Approve Extension Agreement to City Vehicle Fuel Services Contract (BID #18-2024) with OnCue Marketing, LLC for an additional one-year term beginning July 1, 2025 through June 30, 2026 ; and authorize the City Manager to sign the Agreement.	CC-25-77	Mark White
g.	Approve Extension Agreement to the Citywide Custodial Services Agreement (BID # 24-2024) with KLG Enterprises LLC doing business as Alliance Maintenance for an additional one-year term beginning July 1, 2025 through June 30, 2026 in the amount of \$46,980 (Electric Administration/Distribution and Stillwater Energy Center - \$30,960; Public Works - \$10,980; Fire Administration - \$5,040); and authorize the City Manager to sign the agreement.	CC-25-78	Mark White
h.	Accept new public infrastructure for a water line and fire hydrant that serves the new Walmart Fuel Station at 4575 West 6th Avenue.	CC-25-79	Joshua Brown

5. Public Comment on Items not Scheduled for Public Hearings

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

6. Items Removed from the Consent Docket

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

7. Public Hearings

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

a.	Receive public comment regarding a Map	CC-25-80	Joshua Brown
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	Amendment (MA25-03) to rezone properties addressed as 1017 and 1023 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.		
b.	Receive public comment regarding the proposed operating budget for fiscal year 2025-2026 and consider action to incorporate changes presented during the public hearing and/or other changes identified by the Council and return to the Council for review at a future meeting or direct staff to proceed with adoption of the budget as proposed in the attached schedule at a future meeting.	CC-25-81	Christy Cluck

8. General Orders

a.	Action awarding General Obligation Limited Tax Bonds, Series 2025 in the sum of \$8,750,000 by the City of Stillwater, Oklahoma to the lowest and best bidder.
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9. Resolutions

a.	RESOLUTION NO. CC-2025-7: A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2025 IN THE SUM OF \$8,750,000 BY THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME; AND FIXING OTHER DETAILS OF THE ISSUE.
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10. Ordinances

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

First Read

a.	ORDINANCE NO. 3570: AN ORDINANCE TO REZONE PROPERTIES ADDRESSED AS 1017 AND 1023 S. HUSBAND STREET FROM TWO-FAMILY RESIDENTIAL (RT) TO COMMERCIAL BUSINESS (CB) DISTRICT.
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Second Read

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

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

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

12. Questions and Inquiries

13. Adjourn

On May 16, 2025 at 10:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

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

WHEREAS, the bicycle is a viable and environmentally sound form of transportation and an excellent form of recreation; and,

WHEREAS, many Oklahomans will experience the joys of bicycling during the month of May through educational programs, races, commuting events, trail workdays, helmet promotion, charity events, or just getting out and going for a ride; and,

WHEREAS, bicycling activities and attractions have great potential to have a positive impact on Oklahoma's economy and tourism industry and to stimulate economic development by making the state attractive to businesses and individuals who enjoy outdoor activities and healthy lifestyles; and,

WHEREAS, creating bicycle-friendly communities has been shown to improve overall health, well-being, and quality of life, to boost community spirit, to improve traffic safety, and to reduce pollution and congestion; and,

WHEREAS, the League of American Bicyclists, along with schools, parks and recreation departments, law enforcement agencies, hospitals, and civic organizations across Oklahoma, continue to promote bicycling as a form of leisure and as an environmentally friendly alternative to motor vehicle transportation during the month of May; and,

WHEREAS, educating both bicyclists and motorists on the safe and responsible operation of bicycles is essential to ensuring the safety and comfort of all road users.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim the month of May 2025 as National Bike Month and Bicycle Safety Month in Stillwater, and encourage all residents to participate in local events, promote bicycle safety, and share the road with respect and care for all.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED MAY 2, 2025 AT 11:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
MAY 5, 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 5:31 p.m.

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

a. Appreciation of Jacie Gray, Sister City Student Representative

Mayor Joyce read the proclamation commending Jacie Gray for her exceptional service to the Sister Cities Program and lasting contributions to our community's global engagement and cultural diplomacy.

Ms. Gray stated that she is so honored to be here and receive this proclamation. She stated that the Sister Cities program has changed her life. After graduation from OSU, she reported she will be moving to Kameoka, Japan to work in Kameoka City Hall as the Coordinator of the International Exchange Program.

b. Introduction of new Stillwater Police Chief Christopher Hassig

Deputy City Manager Christy Driskel discussed the details of the interview process for the position of Police Chief. She presented Chief Hassig's background and experiences with his position in the Houston Police Department.

Chief Christopher Hassig thanked Council and staff for giving him this opportunity to lead the Stillwater Police Department.

4. CONSENT DOCKET

- a. Approve April 21, 2025 regular meeting minutes
- b. Approve Stillwater History Museum at the Sheerar Extension Agreement
- c. Approve Memo to set the public hearing date for June 16, 2025 for the closing of a portion of a Public Right of Way on property located at 1101 W University Avenue per application by Sigma Chi Fraternity as required by City Code 23-60(b).

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

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

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. GENERAL ORDERS

- a. Stillwater History Museum at the Sheerar Presentation

Stillwater History Museum Director Catarina de Aruajo presented an overview of the variety of programs, attendance, number of volunteers and multi-generational teaching that occurred at the Stillwater History Museum over the last quarter.

No action was taken on this item.

8. ORDINANCES

- a. First Reading

City Attorney Kimberly Carnley reported that she would introduce the changes together in the next two first read ordinances because they go hand in hand. These changes have been requested by staff and are both related to improving the City's code provisions that relate to drainage facilities. The proposed changes provide additional clarification on responsibilities and provides for an additional mechanism for enforcement.

Ms. Carnley stated that Ordinance No. 3568 amends Chapter 35 to expand the definition of drainage facilities to include all geographical features and structures that store, control and/or convey stormwater runoff. It also adds subsections to clarify the maintenance requirements of drainage facilities and that the property owners are responsible for that maintenance, repair and operation. This allows the City access to said facilities if they need to inspect the facilities, and allows the City to issue a Notice of Violation to assist with compliance if needed.

In regards to Ordinance No. 3569 Ms. Carnley stated that currently when there are accumulations or obstructions in drainage facilities that are resulting in inadequate drainage, pooling or ponding following a rain event, the City often receives complaints. If the City is not able to gain compliance from the property owner to make corrections then the City is able to resolve it. Ordinance No. 3569 amends the City's public nuisances to specifically include accumulation of trash, garbage, debris, brush or vegetation in drainage facilities when it causes, or has the potential to cause flooding at a tract off the location where the accumulation is. This change would allow the City to declare such conditions a public nuisance when the condition is determined to affect the entire community, a neighborhood or a considerable number of persons, the City could proceed with abatement of the nuisance pursuant to State law.

Ordinance No. 3568: An ordinance amending Stillwater Code of Ordinances Chapter 35, "Stormwater Quality and Management," Article I, "In General," Section 35-1, "Definitions"; Chapter 35, "Stormwater Quality and Management," Article II, "Drainage and Sedimentation," Division 1, "Generally," Section 35-25, "Impairment of Drainage Facilities"; repealing all ordinances to the contrary; and providing for severability

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3568 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.

Ordinance No. 3569: An ordinance amending Stillwater Code of Ordinances Chapter 18, "Environment," Article III, "Miscellaneous Nuisances," Division 1, "Generally," Section 18-71, "Public Nuisances Designated"; repealing all ordinances to the contrary; and providing for severability.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3569 TO SECOND READ AS PRESENTED.

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

b. Second Reading

Ordinance No. 3565: An ordinance amending Stillwater Code of Ordinances Chapter 23, "Land Development Code," Article XVII, "Required Improvements," Division 3, "Improvements, Section 357, "Water Distribution System," Subsection (E) And Section 358, "Sanitary Sewer Collection System," Subsection (E); Chapter 41, "Utilities," Article IV, "Water Service," Division 1, Section 41-113, "Tie-On Charge," Subsection (B) And Division 5, "Service Extensions," Section 41-244, "Lease-Purchase Agreement"; Chapter 41, "Utilities," Article V, "Sewers And Sewage Disposal," Division 11, "Sewer Main Extensions," Section 41-590, "Payment of Costs" and Section 41-591, "Lease-Purchase Agreement;" and adding Chapter 41, "Utilities," Article IV, "Water Service," Division 5, "Service Extensions," Section 41-245, "Payment of Costs"; repealing all ordinances to the contrary; and providing for severability

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3565 AS PRESENTED.

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

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

MOTION BY VICE MAYOR DZIALOWSKI SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3566 AS PRESENTED.

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

9. APPOINTMENTS

a. Stillwater Housing Authority

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO REAPPOINT AUSTIN POLLARD TO THE STILLWATER HOUSING AUTHORITY.

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

b. Stillwater Public Library Board

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HAWKINS TO REAPPOINT MATT UPSON, ROBIN CORNWELL AND MARTHA MCMILLIAN TO THE STILLWATER PUBLIC LIBRARY BOARD FOR A THREE-YEAR TERM EXPIRING MAY 2028.

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

10. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.

b. Miscellaneous items from the City Manager:

- City Manager Brady Moore reported that last Friday, Engineering staff took Deputy City Manager Driskel and him on a walking tour through the inside of Block 34. He stated that he was fortunate to be involved with the architects and designers of the block in 2022/2023 but even that didn't prepare him for how amazing it was to stand inside the block and see the incredible details of the park come to life. Words don't do it justice...If anyone would like to see live video feed of the project being constructed and pictures of progress, those are available on the City's website at stillwaterok.gov/block34. Also, regarding completion of the project, the rain has pushed back the anticipated opening, but the project is still on track for mid/end of July right before Dancing Turtle.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that starting, Wednesday, May 7th, anyone traveling will need a REAL ID to fly through any U.S. airport. If you have a valid passport then you're good to go and you can wait to get a REAL ID when it's time to renew your driver's license. The TSA accepts several other forms of ID, and you can find the full list on their website. Take a quick look before you head to the airport to keep your travel smooth and stress free.
- Councilor Clark invited residents and their families to join the Stillwater Police for their annual day of fishing and games. The Cops & Bobbers event will be Saturday, May 10th from 10 a.m. to 12 p.m. at Boomer Lake. A fishing license is not required, and equipment will be provided. This free youth fishing event with local law enforcement officers and the Oklahoma Department of Wildlife Conservation is always a great time with food, fun, and learning.
- Councilor Hawkins announced that City Hall will be closed on Monday, May 26 in observance of Memorial Day. As we pause to reflect, may we honor and remember the brave men and women who gave their lives in service to our

country. Please remember, trash and recycling services will run on their regular schedule.

- Vice Mayor Dzialowski said that as the weather heats up, residents can cool down at one of Stillwater's two free splash pads, located at Boomer Lake Park and Southern Woods Park. Both will open on Monday, May 19th and are open daily from 10 a.m. to 8 p.m. They are only closed during times of inclement weather or maintenance. While residents are out enjoying the parks, let's remember to do your part to keep them clean and safe by using the trash bins.
- Mayor Joyce announced that Stillwater will have busy weeks ahead. Over the next few weeks, we're excited to welcome thousands of visitors to Stillwater for graduations and special events. As you're out and about, please allow extra travel time and remember to stop for pedestrians in crosswalks, let's keep everyone safe and moving smoothly. Big congratulations to all the graduates and the athletes competing in the Special Olympics.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE MAY 5, 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 May 5, 2025 regular meeting of the Stillwater City Council adjourned at 6:05 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

AGREEMENT EXTENSION

This Agreement ("Agreement") is made and entered into by the City of Stillwater, a municipal corporation, hereinafter referred to as the "City," and DIRECTV, LLC, hereinafter referred to as "Grantee" or "DIRECTV", with Grantee and City sometimes separately referred to hereinafter as a "party," or sometimes collectively as "parties."

WHEREAS, the City and Southwestern Bell Telephone Company, doing business as AT&T Oklahoma ("AT&T Oklahoma"), entered into a five-year Agreement with an effective date of July 11, 2016 (the "Agreement"), allowing AT&T Oklahoma to operate a system to provide "IP-enabled video services" to residents of the City; and

WHEREAS, on or about July 31, 2021, AT&T Oklahoma transferred its video services business, including the Agreement, to DirecTV, a corporate affiliate of AT&T Oklahoma (the "Grantee"); and

WHEREAS, Grantee and the City have continued to comply with the terms of the Agreement following the expiration of the initial term of the Agreement; and

WHEREAS, Grantee has represented to the City that it continues to offer IP-enabled video services through facilities owned solely by its corporate affiliate AT&T Oklahoma; and

WHEREAS, the Parties desire to extend the term of the Agreement for approximately an additional five years through June 30, 2030; and

WHEREAS, the parties understand and agree that neither party shall be deemed to have waived any of its legal rights by entering into this Agreement except as expressly provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

Section 1. DirecTV, LLC shall replace Southwestern Bell Telephone Company throughout the Agreement.

Section 2. Section 1 of the Agreement is hereby amended by extending the term of the Agreement through and including June 30, 2030.

Section 3. Section 3 of the Agreement is hereby amended by adding the following subsections:

(G) DIRECTV represents and warrants that DIRECTV does not own or control or maintain any cables, wires or other facilities located in the City's easements, rights-of-way or on City owned property. DIRECTV further represents and warrants that it will not construct, operate, maintain, repair or upgrade any such facilities used for the provision of its Video Service or for any other purpose, within the Oklahoma City, as those facilities remain the property of AT&T Oklahoma.

(H) If in the future, DIRECTV decides to locate, construct, operate, repair, upgrade, and/or maintain any cable, wires, or other facilities for the provision of its

Video Service or for any other purpose, it shall provide written notice of such to the City and the parties shall negotiate a new agreement, or a franchise if a franchise is required by law.

Section 4. Section 4 of the Agreement is hereby amended by deleting subsections 4(A)-(C).

Section 5. Except as specifically modified hereby, the Agreement shall remain in full force and effect.

Section 6. Neither party waives any rights under law as a result of agreeing to this Agreement extension.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have executed this Agreement and made the same effective as of the date it is signed by both parties ("Effective Date").

CITY OF STILLWATER

APPROVED by the Stillwater City Council on the ____ day of May, 2025.

CITY OF STILLWATER, OKLAHOMA

William Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

REVIEWED as to form and legality this ____ day of May, 2025.

Kimberly Carnley, City Attorney

ACCEPTANCE BY DIRECTV, LLC

DIRECTV, LLC agrees to the terms and conditions of this Agreement Extension.

DIRECTV, LLC

A handwritten signature in black ink, appearing to read "Scott J. Alexander", written over a horizontal line.

Scott J. Alexander

Title: Senior Director - External Affairs

Date: May 8, 2025

AGREEMENT

This Agreement ("Agreement") is made and entered into this 11 day of July, 2016, by and between the CITY OF STILLWATER, a municipal corporation, hereinafter referred to as the "City," and SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, doing business as AT&T Oklahoma, hereinafter referred to as "AT&T Oklahoma" or "Company," with AT&T Oklahoma and City sometimes separately referred to hereinafter as a "party," and sometimes collectively as "parties."

WHEREAS, every telephone or telegraph corporation authorized to conduct transportation or transmission business under the laws of the State of Oklahoma for such purpose has the right to construct and operate between any points in this State pursuant to Article IX, Section 2 of the Constitution of the State of Oklahoma and Title 18, § 601, subject to control of the proper municipal authorities as to what grounds, streets, alleys or highways said lines shall run over or across, and the place the poles to support the wires are located; and

WHEREAS, AT&T Oklahoma represents that it desires to upgrade its existing facilities and equipment, and install new facilities and equipment, and further represents that it will then be capable of offering, among other things, an integrated internet protocol ("IP") platform of voice, data, information and video services (the video component of which is switched, two-way, point-to-point and interactive and is referred to herein as the "IP-enabled Video Service") within the geographic boundaries of the City; and

WHEREAS, AT&T Oklahoma takes the position, based on Okla. Const. Article IX, §2 and 18, Okla. Stat. §601, and other applicable law, that it is not required to obtain authorization from the City in order to provide its IP-enabled Video Service; however, notwithstanding its position, as stated above, in consideration of the forbearance of litigation by the City in relation to the provision of IP-enabled Video Service by AT&T Oklahoma within the City and the City's agreement to follow its normal permitting practices with respect to installation of facilities that may be used in whole or in part to provide IP-enabled Video Services, AT&T Oklahoma is willing to enter into this Agreement and to pay an IP-enabled Video Services Provider Fee as set forth more fully below so that both AT&T Oklahoma and the City can achieve the full benefits that competition and the availability of such services will bring to the community and citizens of the City; and

WHEREAS, in consideration of the payment of the IP-enabled Video Services Provider Fee by AT&T Oklahoma to the City and the forbearance of litigation by AT&T Oklahoma in relation to the provision of IP-enabled Video Service by AT&T Oklahoma within the City, the City is willing to enter into this Agreement; and

WHEREAS, the parties understand and agree that neither party shall be deemed to have waived any of its legal rights by entering into this Agreement except as expressly provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, the parties agree as follows:

1. Term of Agreement: This non-exclusive Agreement shall take effect upon approval hereof by AT&T Oklahoma and by the City Council of the City and shall be effective for a term of five (5) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.

2. Nature of Agreement:

(A) No privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein.

(B) Any right or power in, or duty impressed upon, any officer, employee, department, or board of the City by this Agreement shall be subject to transfer by the City to any other officer, employee, department, or board of the City.

(C) This Agreement shall not relieve AT&T Oklahoma of any existing obligations involved in obtaining permits, pole or conduit space from any department of the City, utility company, or from others maintaining utilities in streets.

(D) This Agreement shall be a privilege to be held in personal trust by AT&T Oklahoma for the benefit of the public. Said privilege cannot in any event be sold, transferred, leased, assigned or disposed of (except to an affiliate of AT&T Oklahoma), including but not limited to, by forced or voluntary sale, merger, consolidation, receivership or other means without the prior written consent of the City, and then only under such conditions as the City may establish. Such consent as required by the City shall not, however, be unreasonably withheld.

3. Obligations of AT&T:

(A) During the term of this Agreement, AT&T Oklahoma shall pay to City a fee equal to 5% of the gross revenues of AT&T Oklahoma and its affiliates collected from each subscriber to AT&T Oklahoma's IP-enabled Video Services product, and 5% of the portion of gross revenues from advertising which are defined in subsection 3(A)(3), below; the fee ("IP-enabled Video Services Provider Fee") may be identified and passed through on any subscriber bill by AT&T Oklahoma, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter.

(1) For purposes of this Agreement, gross revenues are limited to the following:

- (i) recurring charges for IP-enabled Video Services;
- (ii) event-based charges for IP-enabled Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (iii) rental of set top boxes and other IP-enabled Video Services equipment;
- (iv) service charges related to the provision of IP-enabled Video Services, including, but not limited to, activation, installation, and repair; and
- (v) administrative charges related to the provision of IP-enabled Video Services, including, but not limited to, service order and service termination charges;
- (vi) amounts billed to IP-enabled Video Services subscribers to recover the IP-enabled Video Services Provider Fee authorized by this section.

(2) For purposes of this Agreement, gross revenues do not include:

- (i) Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected, less expenses of collection, shall be included in gross revenues in the period collected;
- (ii) late payment fees;
- (iii) revenues from contracts for in-home maintenance service unless they relate solely to maintenance on equipment used only for the provisioning of IP-enabled Video Services and not for the provisioning of any other service provided by AT&T Oklahoma or its affiliates;
- (iv) amounts billed to IP-enabled Video Services subscribers to recover taxes, fees or surcharges imposed upon IP-enabled Video Services subscribers in connection with the provision of IP-enabled Video Services, other than the IP-enabled Video Services Provider Fee authorized by this section;
- (v) revenue from the sale of capital assets or surplus equipment; or
- (vi) charges, other than those described in subsection (1), that are aggregated or bundled with amounts billed to IP-enabled Video Services subscribers.

(3) "Gross Revenues" which are subject to the IP-enabled Video Services Provider Fee paid by AT&T Oklahoma additionally include a pro rata portion of all revenue collected by AT&T Oklahoma pursuant to compensation arrangements for advertising (less any commissions AT&T receives from any third parties for advertising) and home-shopping sales derived from the operation of AT&T Oklahoma's IP-enabled Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising

revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

(4) Bundling discounts shall be apportioned fairly among video and other services. AT&T Oklahoma shall not apportion revenue in such a manner as to avoid the IP-enabled Video Services Provider Fee.

(5) In the event that any other video services provider, including but not limited to a cable operator or open video service provider, enters into any agreement or makes any arrangement with City during the term of this Agreement whereby it is required or allowed to pay a fee to the City that is similar to the IP-enabled Video Services Provider Fee described herein, City shall allow AT&T Oklahoma to substitute the definition of "gross revenue" set forth in that agreement or arrangement for the definition of "gross revenue" set forth in this Agreement immediately upon request of AT&T Oklahoma.

(6) AT&T Oklahoma will grant the City the right to conduct reasonable audits to assure that the IP-enabled Video Services Provider Fee has been properly calculated.

(B) AT&T Oklahoma and City agree that the IP-enabled Video Services Provider Fee shall be in lieu of all other concessions, charges, excises, franchise, license, privilege, permit fees, taxes, or assessments except sales taxes, personal or real property taxes, ad valorem taxes, any fees levied for the purpose of funding the E9-1-1 system, and the two percent (2%) Telephone Inspection Fee currently being paid by AT&T Oklahoma;

(C) During the term of this Agreement, AT&T Oklahoma shall provide capacity for four "streams" or "channels" of noncommercial educational and governmental programming through AT&T Oklahoma's IP-enabled Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Oklahoma's IP-enabled video technology. City and educational institutions designated by the City shall provide this programming, and AT&T Oklahoma shall receive this programming, at AT&T Oklahoma's Point of Presence in downtown Oklahoma City. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

(D) AT&T Oklahoma shall work with the City to identify an economically and technically feasible process for providing an appropriate message through AT&T Oklahoma's IP-enabled Video Service in the event of a public safety emergency issued over the emergency alert system, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

(E) The parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or Company, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either party, within thirty (30) days of receipt of the ruling, provides written notice to the other party of election to terminate, in which case this Agreement shall terminate within six (6) months or such earlier period as the parties mutually may agree. Where the effect of a finding is a modification, the parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the parties. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle either party to terminate the Agreement on the provision of thirty (30) days' written notice.

In addition to the termination rights set forth above, AT&T Oklahoma shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (i) AT&T Oklahoma concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically or financially consistent with AT&T Oklahoma's business objectives; (ii) Title VI obligations or any similar obligations are imposed on AT&T Oklahoma; or (iii) it becomes clear that the Company must offer or provide IP-enabled Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

(F) AT&T Oklahoma shall determine, in its sole discretion where in the City its facilities shall be constructed, operated, maintained, repaired and upgraded to provide, and where in the City to provide its IP-enabled Video Services. However, AT&T Oklahoma agrees that it will offer a competitive video service through the technology of its choosing, which may include, but is not limited to, direct-to-home satellite service, to all residential subscribers residing within its current local telephone service footprint within the boundaries of the City, subject to density, technical feasibility, and access limitations based on standard industry practice (e.g., density limitation of thirty (30) homes per mile, authorized access to private property/developments, etc.).

4. Obligations of City. City will not attempt to nor subject the provision of AT&T Oklahoma's IP-enabled Video Service to regulation under any cable television or broadband telecommunications franchise ordinance or similar ordinance(s). In addition:

(A) City agrees to subject the construction and installation of the facilities that will be used in whole or in part to provide AT&T Oklahoma's IP-enabled Video Service to the same process and review as it subjects the installation and construction of traditional telecommunications infrastructure;

(B) City agrees not to unreasonably block, restrict, or limit the construction and installation of facilities that will be used in whole or in part to provide AT&T Oklahoma's IP-enabled Video Service;

(C) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with placement of communications or transmission facilities of any kind in a timely and prompt manner;

5. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

6. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Oklahoma with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

7. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

8. Miscellaneous.

(A) AT&T Oklahoma and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(B) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(C) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

(D) This Agreement shall not be exclusive and the City expressly reserves the right to enter into similar agreements with any other company offering the same or similar video services at any time.

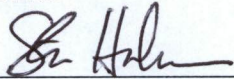
(E) The geographic area covered by this Agreement shall be the incorporated limits of the City of Stillwater, Oklahoma, as such area now exists or may be modified in the future by annexation or deannexation.

(F) The parties agree that either Oklahoma County District Court (7th Judicial District) or the United States District Court for the Western District of Oklahoma shall be the sole and exclusive forum for any judicable disputes concerning this Agreement.

9. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective principals, managers, City Council members, offices, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of the 11 day of July, 2016 ("Effective Date").

AT&T Oklahoma:

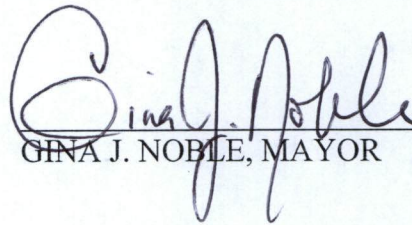


Name: Steve Hahn

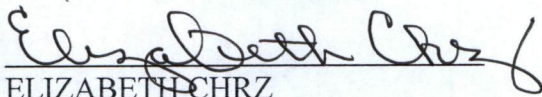
Title: President - Oklahoma

City of Stillwater:

11th APPROVED by the City Council of the City of Stillwater, Oklahoma, on the 11th day of July, 2016.


GINA J. NOBLE, MAYOR

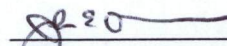
ATTEST:



ELIZABETH CHRZ

City Clerk

REVIEWED as to form and legality this 11 day of July, 2016.


JOHN E. DORMAN, CITY ATTORNEY

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: 05/13/2025

Department: Transportation

Requested by: Candy Staring

Explanation: Expenditures:
This amendment returns the unspent appropriations from the project to the fund balance of the Transportation Sales Tax Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	Bridge-Husband/Construct Contrc	2604035 - 54009	19TR05260	\$ 379,315	(\$ 379,315)	\$ 0
	Bridge-Husband/Other Contracts	2604035 - 54010	19TR05260	\$ 25,133	(\$ 25,133)	\$ 0
	Bridge-Husband/Easement&ROW	2604035 - 54014	19TR05260	\$ 2,282	(\$ 2,282)	\$ 0
		-				\$ 0
		-				\$ 0

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

(\$ 406,730)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Ching Ching

Date: 5-15-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 19, 2025



Agenda Item:	4.d. CC-25-75
Previous/Related Action:	CC-25-51
Background/Issue:	OSU Flight School entered into a MOU with the City of Stillwater to fully fund design and construction of a new traffic pattern indicator (TPI) and segmented circle as required for their ability to operate as an FAA Part 141 flight school. The airport enlisted design support from the airport engineer on record, KSA, who designed the project and is supporting project construction management.
Proposal/Solution:	On March 24, 2025, Council approved rejection of the first sole bid on this project due to high cost proposed at \$101,100.00. The estimated construction cost of \$27,390.00 was received by the design engineer prior to bidding the project. The TPI/segmented circle project received only one bid again in the second bid attempt, from Civil Builders, LLC, that came in at a lower cost of \$83,685.00. Stillwater Regional Airport, OSU Flight School, and the project engineer recommend accepting this second bid and awarding the project.
Financial Source/Impact:	A budget amendment is included for this project. In accordance with the MOU, OSU will be reimbursing the City of Stillwater for all associated project design and construction costs.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to award Bid#12-2025 to Civil Builders, LLC for the design and construction of a new traffic pattern indicator (TPI) and segmented circle; approve associated budget amendment and authorize the City Manager to sign related documents.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. AP - Traffic Pattern Indicator - Expenditures - 5.19.2025
2. AP - Traffic Pattern Indicator - Revenues - 5.19.2025

Budget Amendment Request
For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Increase:

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

Decrease:

	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: *KP*

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--

Budget Amendment Request
For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

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

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

Reviewed by Department Manager: *KP*

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 19, 2025



Agenda Item:	4.e. CC-25-76
Previous/Related Action:	City Council approved sole source purchase from Overdrive for Oklahoma Virtual Library collection material on Dec. 2, 2024
Background/Issue:	The Stillwater Public Library received a \$30,000 grant from the Oklahoma Department of Libraries and Institute for Museum and Library Services for the purchase of a "Lucky Day" collection. "Lucky Day" materials are for an Oklahoma Virtual Library pilot program which provides users with immediately available in-demand material that does not require a hold.
Proposal/Solution:	Approval of the attached budget amendments will allow library staff to purchase downloadable materials for the Oklahoma Virtual Library for the purpose of testing a strategy to better satisfy the reading needs of users seeking in-demand materials.
Financial Source/Impact:	The budget amendments reflect an increase to the federal grant revenue account by \$30,000 and a corresponding increase to the grant expenditure account.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and appropriation of \$30,000 in grant funds to the Stillwater Public Library.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. BA.odlLuckyDay.5.5.25signed



Budget Amendment Request

For Budget Year 2025

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449
Office: 405.372.0025
Web: stillwater.org

Date: 04/30/2025

Department: Library

Explanation:

REVENUE

The library has been offered a \$30,000 grant from the Oklahoma Department of Libraries and Institute for Museum and Library Services for the purchase of materials for the Oklahoma Library Virtual Library Lucky Day pilot program.

Requested by: Stacy Delano, library director

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Library Administr / Federal Grnt Rev	1015510 - 43100	25LB08101	\$ 0	\$ 30,000	\$ 30,000
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0

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

\$ 30,000

Reviewed by Department Manager:

Date: 04/30/2025

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes

☐ No

Date:

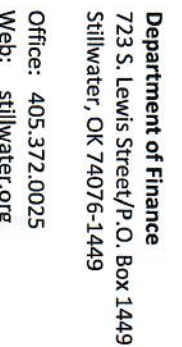
Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

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Requested by: Stacy Delano, library director

The library has been offered a \$30,000 grant from the Oklahoma Department of Libraries and Institute for Museum and Library Services for the purchase of materials for the Oklahoma Library Virtual Library Lucky Day pilot program.

\$ 30.000

Date Sent to SA&I: _____

Page 27 of 83

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 19, 2025



Agenda Item:	4.f. CC-25-77
Previous/Related Action:	Bid #18-2024
Background/Issue:	The City of Stillwater purchases approximately 280,000 gallons of fuel each year. 145,000 gallons is unleaded gasoline and 135,000 gallons is diesel fuel. In 2024, bids were solicited to provide refueling services for City vehicles and equipment. Specifications listed within the request for bids required that vendors provide at least four convenient refueling locations in different geographic areas of Stillwater along with refueling locations throughout the state of Oklahoma and the surrounding areas. The bid was awarded to OnCue Marketing, L.L.C. effective July 1, 2024 and included yearly renewal options for three subsequent years.
Proposal/Solution:	Staff proposes renewing this agreement for fiscal year 2026. This would be the first of three available renewals and would be for a term beginning July 1, 2025 and ending June 30, 2026.
Financial Source/Impact:	Funds are budgeted in the FY25-26 budget for each department to make fuel purchases.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends the renewal of the refueling services contract with OnCue Marketing, L.L.C. for a one year term effective July 1, 2025.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. FY25-26 OnCue Marketing, LLC Extension #1
2. OnCue Marketing LLC City Fuel Purchase Agreement 042924
3. Supplier Response (OnCue)

**EXTENSION AGREEMENT #1
PURCHASE AGREEMENT
ONCUE MARKETING, L.L.C.
BID #18-2024**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2025 by and between City of Stillwater and OnCue Marketing, L.L.C.

WITNESSETH

WHEREAS, City of Stillwater (“Stillwater”) and OnCue Marketing, L.L.C. (“OnCue”) entered into a written Agreement on or about the 29th day of April, 2024; and

WHEREAS, Stillwater intends to continue the contractual relationship established under said Agreement for an additional one-year term through the execution of an Extension Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER AND ONCUE AGREE:

1. Term of Agreement. Stillwater and OnCue agree to extend the Agreement dated April 29, 2024 for an additional one-year term beginning July 1, 2025 and ending June 30, 2026.
2. Effect of Contract Provisions. All provisions contained within the Agreement dated April 29, 2024, except as otherwise amended herein, shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

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

OnCue Marketing, L.L.C.

City of Stillwater, Oklahoma
a Municipal Corporation

Name, Title

Brady Moore, City Manager

PURCHASE AGREEMENT

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

OnLine Marketing, L.L.C.

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

WITNESSETH:

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

Bid #18-2024 City Vehicle Fuel

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

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

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

1. DOCUMENTS COMPRISING THE AGREEMENT.

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

2. PURCHASE AND SALE.

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

3. APPROXIMATE QUANTITIES.

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

4. IRREVOCABLE OFFER.

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

5. TERM.

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

6. WARRANTIES.

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

7. WARRANTY REMEDIES.

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

8. SELLER BEARS RISK.

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

9. NO INDEMNIFICATION BY CITY.

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

10. INDEMNIFICATION BY SELLER.

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

11. NO INSURANCE BY CITY.

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

12. NO CONFIDENTIALITY.

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

13. NON-RESPONSIVE BIDS.

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

14. COMPLIANCE WITH LAWS.

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

15. TERMINATION.

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

16. PRICE CHANGES.

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

17. RIGHT TO AUDIT.

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

18. NOTICE.

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

i. To Seller:

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

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

19. RELATIONSHIP OF PARTIES.

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

20. THIRD PARTIES.

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

21. TIME OF ESSENCE.

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

22. BINDING EFFECT.

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

23. HEADINGS.

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

24. SEVERABILITY PROVISIONS.

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

25. GOVERNING LAW AND VENUE.

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

26. NO WAIVER.

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

27. ENTIRE AGREEMENT / NO ASSIGNMENT.

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

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

28. MULTIPLE COUNTERPARTS.

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

29. INTERPRETIVE MATTERS AND DEFINITIONS.

The following interpretive matters shall be applicable to this Agreement:

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

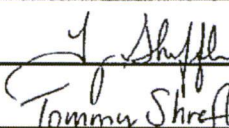
30. EQUAL EMPLOYMENT OPPORTUNITY.

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

31. AUTHORITY TO BIND.

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

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

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

ATTEST:

Corporate Secretary

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

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



City of Stillwater, OKLAHOMA,
A municipal corporation,

By: Kimberly Meek
City Manager, Kimberly Meek

Date: 4/29/2024

Teresa Kadang
City Clerk

APPROVED:

Kimberly Canley
City Attorney, Kimberly Canley



ONCUMAR-01

PHOHMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BancFirst Insurance Services, Inc. 13230 Pawnee Drive, Suite 205 Oklahoma City, OK 73114	CONTACT NAME: Pamela Hohman		
	PHONE (A/C, No, Ext): (918) 949-6719	FAX (A/C, No): (918) 747-4176	
	E-MAIL ADDRESS: pam.hohman@bancfirst.insurance		
INSURED OnCue Marketing, LLC 916 N. Main St. Stillwater, OK 74075	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Western Insurance Company		10804
	INSURER B : Union Insurance Company		25844
	INSURER C :		
	INSURER D :		
	INSURER E :		
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X		CLA466783919	8/1/2023	8/1/2024	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						LIQUOR LIABLIT	\$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	☐ OCCUR ☐ CLAIMS-MADE							\$
	DED ☐ RETENTION \$							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐ N/A		WCA472212017	8/1/2023	8/1/2024	☒ PER STATUTE ☐ OTH-ER	
	E.L. EACH ACCIDENT						\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Stillwater; 723 S Lewist Street; Stillwater, OK is included as additional insured for General Liability as required by written contrat or written agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Stillwater; Community Resources Department
Stillwater Community Center
315 W 8th Ave
Stillwater, OK 74074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

18-2024 Addendum 1
OnCue
OnCue Marketing L.L.C.
Supplier Response

Event Information

Number: 18-2024 Addendum 1
Title: Purchase of Fuel for City Vehicles
Type: Invitation For Bid
Issue Date: 3/9/2024
Deadline: 4/3/2024 03:00 PM (CT)
Notes: City of Stillwater/Stillwater Utilities Authority will receive sealed bids for the following:

Bid #18-2024
Purchase of Fuel for City Vehicles

Bids will be received via our online portal until 3:00 pm, Wednesday, April 3, 2024. Mailed, emailed, and faxed bids will not be accepted.

Bids will be publicly opened at 3:00 pm and read aloud by the City Clerk at the Municipal Building, Conference Room 1112 B, 723 South Lewis, Stillwater, Oklahoma 74074.

In order to view the bid documents and/or submit a bid, interested contractors must register under "Supplier Registration" with the City's online portal:

<https://stillwater.ionwave.net/Login.aspx>

Any questions regarding this Notice or the proposal documents should be directed to John McClenny 405.742.8233 or john.mcclenny@stillwater.org.

Contact Information

Contact: John McClenny
Address: 723 S. Lewis Street
Stillwater, OK 74074
Phone: (405) 742-8233
Email: john.mcclenny@stillwater.org

OnCue Information

Contact: Tommy Shreffler
Address: 916 N. Main
Stillwater, OK 74075
Phone: (405) 372-7665 x7054
Email: tshreffler@oncueexpress.com
Web Address: www.oncueexpress.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Thomas Donald Shreffler Jr.

Signature

tshreffler@oncueexpress.com

Email

Submitted at 4/2/2024 03:23:29 PM (CT)

Requested Attachments

Purchase Agreement

Complete and sign the seller's portion, and upload with your bid.

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Non-Collusion Affidavit

Complete, sign, and upload with your bid.

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Business Relationship Affidavit

Complete, sign, and upload with your bid.

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Bidder's Service Agreement/Terms and Conditions

Supply of goods and/or performance of services are subject to the City of Stillwater General Terms and Conditions included in this bid packet. To the extent that Contractor's proposed services agreement or terms and conditions for service includes additional terms and conditions that may conflict with any provisions herein, the Stillwater General Terms and Conditions shall govern and control.

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Fueling System Description

Submit a detailed description of the system being offered, along with supporting documentation

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Fueling System Locations

Provide a list of locations and hours of operation. The off-site fueling system shall provide a minimum of four approved outlets located in different parts of Stillwater. Bidders that provide additional locations throughout Oklahoma and surrounding states are preferred. Bidders that provide locations with 24 hour operations are preferred. The price of fuel to be purchased at any of these locations will be as quoted in the bid.

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Bid Attributes

1 Bidder's Exact Legal Name:

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

OnCue Express L.L.C.

2	Bidder's Address: 916 N. Main, Stillwater, OK 74075
3	Bidder's email address: tshreffler@oncueexpress.com
4	Technical Specifications I have read and understand the Technical Specifications and certify that the bid I am submitting meets or exceeds those specifications. ☒ Yes
5	Instructions For Bidders I have read and understand the Instructions For Bidders. ☒ Yes
6	General Terms I have read, understand, and agree to the City of Stillwater's General Terms. ☒ Yes
7	Special Requirements I have read, understand, and agree to the Special Requirements including insurance requirements. I further understand that insurance in the specified amounts is required for any contract awarded as a result of this bid and can provide the required certificate of insurance. ☒ Yes

Bid Lines

1	Unleaded Gasoline <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> Gallon </u> Price: \$0.05 Total: \$0.05 Item Notes: Enter the discount offered per gallon from pump price less taxes. Supplier Notes: Five cents off of pump price minus taxes		
2	#2 Diesel Fuel <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> Gallon </u> Price: \$0.05 Total: \$0.05 Item Notes: Enter the discount offered per gallon from pump price less taxes. Supplier Notes: Five cents off of pump price minus taxes		
3	Line deleted as part of an Addendum		
4	Line deleted as part of an Addendum		

Response Total: \$0.00

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 19, 2025



Agenda Item:	4.g. CC-25-78
Previous/Related Action:	Bid #24-2024
Background/Issue:	Four City facilities are currently cleaned by KLG Enterprises, L.L.C. dba Alliance Maintenance. This was done to centralize and simplify the custodial service process and reduce costs. FY25 was the first year of our contract with KLG Enterprises, L.L.C dba Alliance Maintenance.
Proposal/Solution:	We received feedback from our City facilities that are currently being cleaned by KLG Enterprises, L.L.C. dba Alliance Maintenance and they are pleased with the results. We contacted KLG Enterprises, L.L.C. dba Alliance Maintenance and they confirmed their desire to renew the custodial services contract for another year. This would be the first renewal of three potential renewal options.
Financial Source/Impact:	Funds are budgeted in the FY25-26 budget for custodial services.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends renewing the custodial services contract with KLG Enterprises, L.L.C. dba Alliance Maintenance.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. FY25-26 Alliance Maintenance Extension #1
2. Alliance Maintenance City Wide Custodial Bid #24-2024

**EXTENSION OF AGREEMENT #1
CITY WIDE CUSTODIAL SERVICES
BID #: 24-2024**

THIS AGREEMENT is made and entered into on this 1st day of May, 2025 by and between the City of Stillwater/Stillwater Utilities Authority and KLG Enterprises LLC dba Alliance Maintenance.

WITNESSETH

WHEREAS, City of Stillwater/Stillwater Utilities Authority (“Stillwater/SUA”) and KLG Enterprises LLC dba Alliance Maintenance (“Alliance”) entered into a written Agreement on or about the 16th day of July 2024; and

WHEREAS, Stillwater/SUA and Alliance intend to continue the contractual relationship established under said Agreement for an additional one-year term through the execution of an extension agreement.

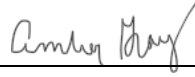
NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER AND PCYS AGREE:

1. Term of Agreement. Stillwater/SUA and Alliance agree to extend the Agreement dated July 16, 2024, for an additional one-year term beginning July 1, 2025 and ending June 30, 2026.

2. Effect of Contract Provisions. All provisions contained within the Agreement dated July 16, 2024 shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

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

KLG Enterprises LLC dba Alliance Maintenance



Amber Gray, VP Operations

Name, Title

City of Stillwater, Oklahoma
a Municipal Corporation

Brady Moore, City Manager

Stillwater Utilities Authority
a Public Trust

Brady Moore, General Manager

CONTRACT
BID #: 24-2024
City Wide Custodial Services

THIS AGREEMENT is made and entered into by and between the City Of Stillwater / Stillwater Utilities Authority, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

Alliance Maintenance, LLC ("Contractor").

WHEREAS, Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **Bid #:24-2024** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

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

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

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

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

Complete Bid Packet for **Bid # 24-2024**; Performance Bond; Certificate of Insurance;

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

2. **Term.** Contractor shall provide services for the fiscal year July 1, 2024, through June 30, 2025. The parties shall have the option to extend this contract for three (3) successive one-year terms by agreement of the parties. Each extension period requires a written extension agreement signed by the parties

3. **Compensation.** Stillwater agrees to pay Contractor the bid amount submitted in response to the Invitation for Bid. Payments will be made to the contractor based upon actual work completed, and invoices for payment submitted and approved by the City of Stillwater.
4. **Termination.** This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach (s) specified in the notice. In the event termination is for the convenience of Stillwater, payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by Stillwater.
5. **Insurance.** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.
6. **No Indemnification by Stillwater.** Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.
7. **General Liability.** Contractor shall hold Stillwater harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
8. **No Confidentiality.** Contractor understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Engineer pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
9. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the

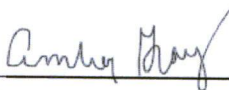
Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.

10. **Equal Employment Opportunity.** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
11. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
12. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.
13. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
14. **Entire Agreement / No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Contractor shall not be entitled to any claim for extras of any kind or nature.

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

Approved and accepted this 16th day of July 2024.

CONTRACTOR Alliance Maintenance



Name: Amber Gray
Title: VP Operations

Approved and accepted this 16 day of July 2024.

City Of Stillwater/Stillwater Utilities Authority



Kimberly Meek
Kimberly Meek, City Manager/General Manager

Teresa Kadavy
Teresa Kadavy, Secretary

Approved as to form and legality this 18 day of July 2024.

Kimberly Carnley
Kimberly Carnley, City Attorney/General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DILLINGHAM INS 38380434 PO BOX 1669 ENID OK 73702	CONTACT NAME:	
	PHONE (580) 233-2000 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED KLG ENTERPRISES, LLC DBA ALLIANCE MAINTENANCE 816 LYNN LN STILLWATER OK 74075-1761	INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000	
	INSURER B: Trumbull Insurance Company 27120	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability	X		38 SBA VL3169	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000						
	MED EXP (Any one person) \$10,000						
	PERSONAL & ADV INJURY \$1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			38 SBA VL3169	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
	PROPERTY DAMAGE (Per accident)						
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB			38 SBA VL3169	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000
	AGGREGATE \$1,000,000						
	DED ☒ RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	38 WEC AL5T5H	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTHER
	E.I. EACH ACCIDENT \$1,000,000						
	E.I. DISEASE - EA EMPLOYEE \$1,000,000						
	E.I. DISEASE - POLICY LIMIT \$1,000,000						
A	EMPLOYMENT PRACTICES LIABILITY			38 SBA VL3169	06/01/2024	06/01/2025	Each Claim Limit \$10,000
	Aggregate Limit \$10,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Stillwater
Stillwater Utilities Authority
723 S LEWIS ST
STILLWATER OK 74074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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INDEMNITY AGREEMENT

Indemnitor represents that all statements made in the Application are true and made without reservation to induce Surety to extend surety credit on its behalf in reliance upon the Agreement; confirms that it has a material and beneficial interest in the provision of each Bond requested including Bonds requested in other Applications or as otherwise permitted; and hereby agrees with Surety as follows:

1. Definitions applicable to the Indemnity Agreement:

Agreement: This Indemnity Agreement, and any other agreement between Indemnitor and Surety executed for Surety's benefit.

Bonds: Any and all bonds or other obligations, renewals, extensions, replacements and substitutions thereof, issued prior to or after the execution of this Agreement, and issued for or at the request of any Indemnitor, whether requested pursuant to this or any other Application.

Indemnitor: Each and all of the undersigned, their current and future subsidiaries and affiliates, and any person or business entity added by written amendment (to which amendment Indemnitors hereby agree may be executed solely by that new Indemnitor), joint and severally, whether acting alone or in joint venture with others, and, as to all of them, their successors, assigns, and heirs. Where used in the Agreement, the term applies to Indemnitors individually and collectively.

Loss: Claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever, and interest thereupon from the date upon which Surety incurs a Loss or posts reserves in anticipation of Loss, which Surety may incur in any manner relating to the extension of surety credit, including but not limited to Bonds and/or the enforcement of the Agreement.

Surety: The Ohio Casualty Insurance Company and any other member of the Liberty Mutual Group for which Surety business is underwritten, severally not jointly; their respective successors and assigns; any co-surety, reinsurer, or surety that issues a Bond at the request of Surety.

2. **Premiums:** Indemnitor shall pay premiums when due, and to deliver evidence satisfactory to Surety, of the release of all liability;
3. **Indemnity:** Indemnitor shall exonerate, indemnify and hold harmless Surety from and against any and all Loss;
4. **Place in Funds:** Indemnitor shall place Surety in funds immediately upon demand in the amount Surety deems necessary to protect itself from any Loss or potential Loss, Surety having the right to use all or part of the funds in payment, settlement, or reimbursement to itself of any Loss;
5. **Assignment:** (I) **Scope:** Indemnitor assigns and pledges to Surety as security, a lien and security interest in its interest, title, and rights in and growing out of the following: (a) any bonded contract, any agreement related to a bonded contract including any labor or supply subcontract and any Bond in support thereof, and any action, claim or demand which Indemnitor may acquire against any party to these contracts or otherwise related to a bonded contract; (b) all machinery, supplies, equipment, plant, tools and materials used, or intended for use, in connection with the bonded contract, including materials purchased, being constructed, in storage, or in transit; (c) to the extent Surety determines necessary to fulfill or complete bonded obligations: licenses, patents, copyrights, trade secrets, limited partnership and general partnership interests; (d) any funds that are due or may become due on a bonded contract or other contract, including retention and recovery from claims. (II) **Exercise of Rights by Surety:** The assignment is effective upon the date of this Indemnity Agreement, but the Surety may exercise its rights only if Indemnitor: (i) breaches a bonded contract, Bond, or the Agreement; (ii) is declared in default by a Bond Obligor or a payment bond claim is made; (iii) makes an assignment for the benefit of creditors; an application for the appointment of a trustee or receiver is made; or files an application under the Bankruptcy Code or similar laws of any state; (iv) is subject to any proceeding which deprives it of the use of the materials referred to in (b), above; (v) is debarred or otherwise declared ineligible for public work; and (vi) if an individual, an Indemnitor's death, disappearance, incompetence, insolvency, conviction of a felony or imprisonment.
6. **Security Agreement:** This Agreement shall constitute a Security Agreement to the Surety and a Financing Statement, both in accordance with the Uniform Commercial Code of every jurisdiction in which such Code is in effect, but the filing or recording of the Agreement shall be solely at Surety's option, and the failure to file shall not release or impair any Indemnitor's obligations under the Agreement or otherwise, nor shall it be in any manner in derogation of any of the Surety's rights.
7. **Power of Attorney:** Indemnitor irrevocably appoints Surety as Attorney-in-fact with the full right and authority, but not the obligation, to exercise the rights of Indemnitor assigned to Surety above, and to execute on behalf of and sign Indemnitor's name to any document deemed necessary by Surety to give full effect to the purposes of the Agreement. Indemnitor hereby ratifies all acts taken by Surety as attorney-in-fact, acknowledges that this power of attorney is a power coupled with an interest, and agrees to hold harmless Surety from any claims, damages, loss or expense incurred by its use.
8. **Surety's Rights:** (a) **Loss:** Surety has the right at its sole discretion to pay or settle any Loss and the sworn voucher of payment signed by Surety shall be prima facie evidence of Indemnitor's liability; (b) **Suits:** Surety may bring separate lawsuits to recover under the Agreement, and doing so or recovering by way of judgment upon a cause of action shall not prejudice or bar the bringing of suits upon other causes of action, whenever they may arise; (c) **Other Agreements:** Any rights Surety may have or acquire against Indemnitor under the Agreement are in addition to and not in lieu of any rights afforded Surety under any other agreement related to surety credit; and, if Surety executes any Bond with a co-surety or reinsures all or part of a Bond, all the terms of the Agreement shall apply and operate for the benefit of the co-surety and reinsurer, as their interests may appear; (d) **Decline or Cancel Bonds:** Surety shall have the right to decline or cancel a Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (e) **Non-waiver:** the exercise, delay or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude any subsequent exercise or waiver of these or any other rights, remedies by the Surety. (f) **Book and Records:** At any time, Surety shall have the right of reasonable access to the books, records and/or accounts of Indemnitors and Principals for the purpose of inspection, copying or reproduction. Failure to provide such access shall be a breach of this Agreement, and shall entitle Surety to demand, in its sole discretion, collateral, in a form acceptable to Surety, up to the penal sum of any outstanding Bond(s).
9. **Counterparts:** This Application may be executed in multiple counterparts, each being deemed an original but all of which constitute one and the same agreement. All parties agree that any scanned or electronically digitized copy or digital version of this Agreement shall be effective as the original and any digital or digitized signature will be considered as a wet signature original for all purposes.
10. **This Document:** If the execution of this Agreement shall be defective for any reason, such defect or invalidity shall not affect the validity of the Agreement as to any other Indemnitor. If any provision is held invalid, the remaining provisions shall retain their full force and effect. A facsimile, photocopy, or electronic reproduction shall be considered an original and shall be admissible in a court of law to the same extent as an original.
11. **Termination:** Indemnitor may terminate its indemnity obligations under this Indemnity Agreement for future bonds upon twenty (20) days written notice to Surety, sent by registered or certified mail, to 401 Plymouth Road, Suite 450, Plymouth Meeting, PA 19462, Attn: Bond Department. Such notice shall not modify or discharge Indemnitor's obligations for Bonds authorized, executed, or committed to by Surety prior to the discharge date (including renewals, extensions, modifications and substitutions), or for final Bonds issued for bid bonds issued prior to the discharge date.

By signing below, each individual signing on behalf of a business entity and/or a trust, represents and warrants that he or she is duly authorized by the entity and/or trust to bind it to this Indemnity Agreement and that the entity and/or trust has a material interest in the issuance of any requested Bonds. In the case of a trust, the Trustee further represents and warrants that he or she has the ability and will resolve out of trust assets the obligations to the surety pursuant to the Indemnity Agreement regardless of any spendthrift provisions or any other limitations on distributions.

Print and Sign Indemnitor section below OR ☐ Check if you want to use Electronic Signature

If you checked to use Electronic Signature attach a separate page providing the name of the owner signing for the company and e-mail address for each individual. We will send the Indemnity Agreement to each individual to sign Electronically.

➔ This Indemnity Agreement is dated 5/23/2023

Indemnitor (Business):

Company Name: KLG Enterprises LLC

Authorized Signature: Kevin Lee Gray

Printed Name: Kevin Lee Gray

Indemnitor (Business/Trust):

Company/Trust Name: KLG Enterprises LLC dba Alliance Maintenance

Authorized Signature: [Signature]

Printed Name: Kevin Lee Gray

Indemnitor (Individual):

Signature: Kevin Lee Gray

Printed Name: Kevin Lee Gray

Indemnitor (Individual):

Signature: Amber Dawn Gray

Printed Name: Amber Dawn Gray

Indemnitor (Individual):

Signature: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Printed Name: _____

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 19, 2025



Agenda Item:	4.h. CC-25-79
Previous/Related Action:	CC 25-39
Background/Issue:	• Walmart Real Estate Trust owns property addressed as 4575 W 6th Avenue. • This request is for acceptance of a public waterline and fire hydrant that serves the new Walmart Fuel Station. • The waterline dedicated consists of 36.63 feet of C900 PVC pipe. • An easement covering this waterline was accepted by City Council on March 10, 2025.
Proposal/Solution:	Staff recommends acceptance of both the water line and fire hydrant.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this public infrastructure.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the water line and fire hydrant as public infrastructure.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Bond Warranty Bond WL and Hydrant 04.21.2025

MAINTENANCE BOND

Bond Number 9469021
TR #10566

KNOW ALL MEN BY THESE PRESENTS, That we Wal-Mart Stores, Inc. as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto City of Stillwater Development Services Department as Oblige, in the penal sum of sixteen thousand eight hundred dollars and 00/100 (\$16,800.00) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assign jointly and severally, firmly by these presents.

WHEREAS, the said Principal enter into an agreement with the City of Stillwater Development Services Department for 4241.1000 Stillwater, OK for maintaining and servicing the fire hydrant for 1 year after installation.

Fire hydrant will be maintained and serviced for 1 year after installation in the amount of:
sixteen thousand eight hundred dollars and 00/100 (\$16,800.00)

WHEREAS, the Principal will furnish a bond conditioned to guarantee for the period of 1 year to maintain and service the new fire hydrant.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Oblige for all loss that the Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of One (1) year, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 21st day of April, 2025

Wal-Mart Stores, Inc

(Principal)

By: Michael Thomas

Michael Thomas, Sr. Director

Name and Title

Fidelity and Deposit Company of Maryland

(Seal)

(Surety)

By: JoAnn R. Frank
JoAnn R. Frank, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint JoAnn R. Frank, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2025.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of April, 2025.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

MAINTENANCE BOND

Bond Number 9469021
TR #10566

KNOW ALL MEN BY THESE PRESENTS, That we Wal-Mart Stores, Inc. as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto City of Stillwater Development Services Department as Oblige, in the penal sum of sixteen thousand eight hundred dollars and 00/100 (\$16,800.00) to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assign jointly and severally, firmly by these presents.

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Fire hydrant will be maintained and serviced for 1 year after installation in the amount of:
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WHEREAS, the Principal will furnish a bond conditioned to guarantee for the period of 1 year to maintain and service the new fire hydrant.

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SIGNED, SEALED AND DATED this 21st day of April, 2025

Wal-Mart Stores, Inc

(Principal)

By: Michael Thomas

Michael Thomas, Sr. Director

Name and Title

Fidelity and Deposit Company of Maryland

(Surety)

By: JoAnn R. Frank

JoAnn R. Frank, Attorney-in-Fact

(Seal)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Christopher Nolan**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint JoAnn R. Frank, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 31st day of March, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



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"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

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RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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Thomas O. McClellan
Vice President

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Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 19, 2025



Agenda Item:	7.a. CC-25-80
Previous/Related Action:	
Background/Issue:	Progressive Development Corp, LLC. requests review and approval of a Map Amendment to rezone the properties addressed as 1017 & 1023 S Husband Street from Two-Family Residential (RT) to Commercial Business (CB). RT zoning is located to the south, west, and north up to 10 th Avenue. CB zoning is located to the east and extends north and south along the South Main Street Commercial Corridor. These properties are located south of Stonecloud Brewery and Empire Slice Pizza and east of Stillwater Public Library.
Proposal/Solution:	The Planning Commission recommended approval of this Map Amendment with a vote of 4-0.
Financial Source/Impact:	There are no impacts to the City budget.
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission's recommendation and approve the Map Amendment addressed as 1017 & 1023 S Husband Street.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map - MA25-03
2. Zoning Comparison Chart, RT to CB
3. PC Mtg Summary 04.15.2025



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA25-03)
Request: Request to Rezone from RT to CB
Address: 1017 & 1023 S Husband

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

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF APRIL 15, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED April 11, 2025 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

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

MEMBERS ABSENT

Mark Prather, Member

STAFF PRESENT

Kim Payne, City Attorney
David Barth, Development Services Director
Joshua Brown, Development Coordinator
Alexandria Maged, Administrative Assistant

Staff Absent

2. PUBLIC HEARING

- a. Receive public comment regarding a **MAP AMENDMENT (MA25-03)** to rezone properties addressed as 1017 and 1023 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.

Mr. Joshua Brown, Development Coordinator, presents staff's report and outlines:

- The applicant requests review and approval of a Map Amendment to rezone the properties addressed as 1017 & 1023 S Husband Street from Two-Family Residential (RT) to Commercial Business (CB).
- RT zoning is located to the south, west, and north up to 10th Avenue. CB zoning is located to the east and extends north and south along the South Main Street Commercial Corridor.
- The Future Land Use Map within the Comprehensive Plan indicates that the desired land use for the subject property is Commercial.

Mr. Brown asks if there are any questions; none respond.

Chair Phillips invites the applicant to come forward and present.

Mr. Cory Williams, 621 S Husband, Applicant/Developer, comes to speak on the following:

- Explains that he is requesting Commercial zoning in a primarily residential area due to the wording of the current code.
- There is no existing section of the code that accommodates the type of redevelopment they are proposing.
- Elaborates that the plan is to build 13 single-family residences and notes that the development would be similar to The Lark in downtown Edmond.
- He is planning a pocket community, which in this case would be a zero-lot-line, walkable neighborhood featuring a pocket park.
- He adds that the current City Code does not address this type of development. Although a Planned Unit Development (PUD) is typically used, it is not feasible here because the lot is less than one acre.

Mr. Williams presents plans, to the Planning Commission, for what is planned to be built; explains that he has been working to create more living spaces around downtown Stillwater since 2008; believes the development of strip malls and big-box stores in other parts of town has drawn business away from the downtown area, and that adding more housing nearby will help restore vibrancy to the area; and adds that he has made significant investments in other homes near the proposed property, despite the risks involved due to the poor condition of the buildings.

Commissioner Peters clarifies that the zoning must be changed to Commercial Business in order to build residential homes. Mr. Williams confirms that the current code does not include a section that allows for the type of development being proposed, but hopeful that an update will be made soon.

Commissioner Shanahan notes that this is the kind of development that should be considered in future code revisions under the new Comprehensive Plan. Mr. Williams agrees and states supports for the idea, believes walkable communities with increased density, without stacking residents vertically, are beneficial.

Vice Chair Williams asks, since the current code does not explicitly support the proposed development, what led them to select Commercial Business zoning. Mr. Williams explains that their engineer, Mr. Gose, recommended Commercial Business because it serves as a "catch-all" category within the code.

Mr. Williams adds that they plan to address parking needs by creating spaces in the alley, installing diagonal parking along 11th Avenue, and adding parallel parking on Husband Street; and references *The Lark* and *The Ember* in west Edmond as examples of similar walkable community developments that they aim to emulate.

Chair Phillips states that she has a question for the engineer, Mr. Gose.

Steven Gose, of Gose & Associates, 113 E 8th Ave., introduces himself for the record.

Chair Phillips clarifies that the lot sizes being considered are just under half an acre, which would not qualify for a Planned Unit Development (PUD), as PUDs require a minimum of one acre. Mr. Gose confirms this.

Chair Phillips asks if there were any other factors that influenced his recommendation to apply for Commercial Business zoning. Mr. Gose explains that, according to the zoning district comparison table, Commercial Business zoning allows for zero setbacks, greater flexibility in parking, and a broader range of permitted uses; and while it doesn't specifically list single-family homes, it does allow for condominium ownership.

Chair Phillips seeks confirmation that condominium ownership is allowed under Commercial Business zoning. Mr. Gose affirms this; and mentions that both he and Chair Phillips serve on the advisory committee for the upcoming code revisions, where options such as overlay districts are being considered to better accommodate non-standard zoning requests, particularly for infill development.

Chair Phillips notes that Commercial Business zoning includes buffer requirements when adjacent to residential zones and asks whether there is an intent to construct those required buffers. Mr. Gose responds that this is indeed the intent; and if complications arise, they will consider seeking a variance from the Board of Adjustment but their preference is to include screening for safety and privacy.

Chair Phillips asks if there are any further questions; none respond.

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

Ms. Sharron Hoaker, of 3220 W. Old Forest Dr., introduces herself for the record; and expresses concern and requests clarification regarding the number of units and the number of lots involved in the project; and also asks how many stories the homes will have.

Mrs. Hoaker presents a notice for the public hearing, which shows two highlighted parcels.

Mr. Williams comes back to the podium and refers to the previously provided images to explain that the project involves two parcels containing a total of six lots, where they intend to build 13 two-story single-family residences; shows the original 25-foot-wide lots, noting that each parcel consists of combined lots, which together form a single address.

Mrs. Hoaker asks whether these are standard lots. Chair Phillips explains that they are standard for the time period in which that part of town was platted.

Mrs. Hoaker follows up by asking if they are considered standard residential lots. Chair Phillips confirms that they are standard for residential lots in that area.

Mrs. Hoaker then asks for clarification on the total combined dimensions. Mr. Williams responds that the total area is 100 feet by 140 feet.

Mrs. Hoaker questions how 13 units can fit on that space. Mr. Williams states that the plans he brought are drawn to scale.

Mrs. Hoaker comments that the houses must be very small. Mr. Williams responds that the units will range from approximately 900 to 1,300 square feet.

Mrs. Hoaker asks how many stories each home will have. Mr. Williams replies that each will be two stories. Mrs. Hoaker then inquires whether the development will encroach onto the street or stay within the standard buildable area.

Chair Phillips asks if anyone else in the audience has questions.

Ms. Jannett Rogers, 1006 S. Husband, introduces herself for the record.

Mrs. Rogers asks whether the property will be accessible via the alleyway.

Chair Phillips again asks if anyone else in the audience has questions; none respond. Chair Phillips invites the applicant back to the podium to address any remaining questions.

Mr. Williams responds that they will not be narrowing the roadway along Husband Street, as they plan to use inset parallel parking; explains that during a pre-development meeting, Stillwater Public Safety reviewed their plans to ensure that fire trucks and other emergency vehicles could still deploy their outriggers; adds that although "No Parking" signs were recently placed on the east side of the street, they are working with the city to remove those signs to accommodate the new development; and the inset parking will be within the existing right-of-way and will not reduce the road's width.

Chair Phillips revisits the earlier question regarding lot sizes for clarification.

Mr. Gose comes forward to explain that there are six originally platted lots, each 25 feet wide; addressing the alley access concern, the alley access is allowed and even encouraged in higher-density areas of town; adds that they've worked on other nearby redevelopment projects where alleys were upgraded for improved access and safety.

Chair Phillips asks him to confirm the number of units and their number of stories. Mr. Gose confirms that the plan includes 13 two-story unit; clarifies that none of the proposed structures will cross property lines or extend into the right-of-way on 11th Street or Husband Street; adds that Commercial Business zoning allows them to build up to the lot lines; In contrast, a standard residential subdivision would typically include 50–60 foot-wide rights-of-way and 50x100-foot lots.

Mrs. Hoaker returns to the podium and asks whether "no setback" means they can build right up to the cars parked along the street. Chair Phillips responds that the setback extends only to the edge of the public right-of-way, not to where vehicles are parked.

Mr. Gose elaborates, explaining that a 100-foot right-of-way includes a 50-foot half-width; of that, 13 feet is allocated for half the street and 18 feet for parking, totaling 31 feet; this leaves 19 feet between the parking area and the property line; and a six-foot sidewalk is typically included within that space.

Mrs. Hoaker asks if a sidewalk will still be included. Mr. Gose replies that, yes, there will be sidewalks on both street frontages.

Chair Phillips asks if there are further questions; none respond.

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

Joshua Brown presents findings and alternatives:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. CB zoning is adjacent to the two properties to the east.
3. The Comprehensive Plan calls for commercial uses in this area.

Alternatives and Recommendation:

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.

Joshuan states that staff's recommendation is to accept findings and recommend that the City Council approve the proposed map amendment as presented.

Chair Phillips asks for Planning Commission discussion.

Vice Chair Williams states he thinks this is a positive project that fits the area; and that this sounds like the best zoning for the proposed use and the comprehensive plan calls for this zoning in the area.

Vice Chair Williams moves to accept the Map Amendment as presented; Commissioner Peters seconds the motion.

Chair Phillips echoes the sentiments and adds that with a PUD not being applicable to this property this would be the best proposed zoning for the property.

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

Time: 27 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 19, 2025



Agenda Item:	7.b. CC-25-81
Previous/Related Action:	
Background/Issue:	To comply with the Oklahoma Municipal Budget Act (11 O.S. Section 17-201 through 17-216), the City adheres to the following process to adopt the annual budget: • Prior to June 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following July. • A public hearing is held no later than fifteen days prior to July 1. • After the public hearing and at least seven days prior to July 1, the City Council adopts the budget by resolution. • The adopted budget is filed with the State Auditor and Inspector within thirty days after the beginning of the fiscal year.
Proposal/Solution:	The attached proposed budget was presented at the April 21, 2025 Council meeting. The following changes have been made to the proposed since that time: • Increase to the contract for services account in the SEDA Destination Marketing Fund by \$140,000 to account for the increase in the Visit Stillwater contract approved by the SEDA Trustees on May 5, 2025.
Financial Source/Impact:	N/A
Related Strategic Priority:	
Recommended Action/Motion:	The following alternatives are available: 1. Direct staff to incorporate changes presented during this public hearing and return to the Council for review at a future meeting. 2. Direct staff to proceed with adoption of the budget as presented in the attached schedule by resolution at a future meeting.
Prepared By:	Christy Cluck, Assistant City Manager/Finance Director

Reviewed By:	Christy Cluck
	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. FY26 Proposed Budget - Public Hearing Notice

City of Stillwater, Oklahoma Notice of Public Hearing for Fiscal Year 2026 Budget Adoption

The Stillwater City Council will hold a public hearing concerning the proposed fiscal year 2025-2026 budgets for the City of Stillwater, Stillwater Utilities Authority, Stillwater Public Works Authority, and Stillwater Economic Development Authority during the May 19, 2025 City Council meeting at 5:30p.m.
The City Council meeting will be conducted in person in the Council Hearing Room at 723 S Lewis Street. The meeting will be available to watch live on AT&T U-verse channel 99,
Optimum channel 14 and the City of Stillwater's YouTube Live link at youtube.com/c/CityofStillwaterTV/live. Citizens requesting to speak should make that request at stillwater.org/requesttospeak before 3pm on the meeting date.

	General Fund	Pooled Cash Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Tourism & Convention Fund	Rural Fire	Grants	Opioid Settlement	CDBG Grants	Home Buyer's Assistance	Stormwater Mgmt	Transp Fee	Park Donations	Transp ST Fund	GO Bond	G.M.Koch Donation	Bostick Gym Donation	Self Insurance	Tax Increment District #3	Airport	SPWA	SEDA	SUA	TOTAL
Resources																									
Beginning Fund Balance	\$0	680,000	\$11,596,149	\$794,097	\$1,204,177	\$552,929	\$438,481	\$0	\$738,882	\$2,542	\$14,444	\$1,121,636	\$262,268	\$0	\$18,452,571	\$2,397	\$48,114	\$20,489	\$1,165,749	\$54,907	\$432,282	\$105,925	3,737,430	\$102,200,800	\$143,626,269
Sales Tax	30,000,000														10,000,000										40,000,000
Use Tax	4,600,000																								4,600,000
Other Tax	2,084,000			1,005,000		1,800,000														1,060,000					5,949,000
Grants	50,000																								50,000
Fines & Forfeitures	746,000																								746,000
Fees & Rental	424,000						176,000						129,000								3,448,800				4,177,800
Interest	0	1,012,000	105,000																				240,000	2,582,000	3,939,000
Licenses & Permits	338,000																								338,000
Other	265,000																		1,440,000		300,000			7,000	2,012,000
Stormwater												950,000													950,000
Electric																									66,400,900
Water																									20,710,000
Wastewater																									8,721,000
Waste Management																									7,977,000
Utility & Billing Services																									1,558,000
Indirect Cost Reimbursement	2,060,621																								2,060,621
Transfers In	23,683,909				150,823					0	60,556								13,550,811		1,809,251		3,010,911	15,000,000	57,266,261
Total Resources	64,251,530	1,692,000	11,701,149	1,799,097	1,355,000	2,352,929	614,481	0	738,882	2,542	75,000	2,071,636	391,268	0	28,452,571	2,397	48,114	20,489	16,156,560	1,114,907	5,990,333	105,925	6,988,341	225,156,700	371,081,851
Expenditures																									
City Manager's Office	1,052,727				0																				1,052,727
Communications	456,032																								456,032
Information Technology	2,476,249				0																				2,476,249
Human Resources	538,282				0														14,312,810						14,851,092
Finance	1,181,293				0																				1,181,293
Municipal Court	336,341				0																				336,341
Development Services	965,817				0																				965,817
Building & Fire Codes	501,490																								501,490
Engineering	987,032				0																				987,032
Public Works	3,372,960				0																				3,372,960
Parks & Community Resources	2,066,926				0																				2,066,926
Police	14,737,700				0																				14,737,700
Emergency Management	462,254				1,355,000																				1,817,254
Fire	9,441,563			835,200	0		420,620																		10,697,383
Library	1,330,646				0																				1,330,646
City Attorney's Office	744,020				0																				744,020
General Government	2,632,466				0						75,000								843,750	375,000			3,471,750		7,397,966
Stormwater												306,054													306,054
Airport					0																5,139,540				5,139,540
SUA Administration																								1,120,000	1,120,000
Utility & Billing Services																			1,498,838						1,498,838
Electric																									50,616,269
Water																									12,893,621
Wastewater																									4,125,276
Waste Management																									6,797,001
Fleet																									903,094
Indirect Cost												26,805									227,846				1,805,970
Transfers Out	20,967,732			175,915		1,800,000				2,542		47,935							0	685,000	604,587				32,982,550
Total Expenditures	64,251,530	0	0	1,011,115	1,355,000	1,800,000	420,620	0	0	2,542	75,000	380,794	0	0	0	0	0	0	15,156,560	1,060,000	5,971,973	0	3,471,750	112,742,619	207,699,503
Ending Fund Balance	(\$0)	\$1,692,000	\$11,701,149	\$787,982	\$0	\$552,929	\$193,861	\$0	\$738,882	\$0	\$0	\$1,690,842	\$391,268	\$0	\$28,452,571	\$2,397	\$48,114	\$20,489	\$1,000,000	\$54,907	\$18,360	\$105,925	\$3,516,591	\$112,414,081	\$163,382,348
Restricted/Designated Funds	\$0	\$1,692,000	\$11,701,149	\$787,982	\$0	\$552,929	\$193,861	\$0	\$738,882	\$0	\$0	\$1,690,842	\$391,268	\$0	\$28,452,571	\$2,397	\$48,114	\$20,489	\$1,000,000	\$54,907	\$18,360	\$105,925	\$3,516,591	\$112,414,081	\$163,382,348
Unrestricted Funds	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$0	\$1,692,000	\$11,701,149	\$787,982	\$0	\$552,929	\$193,861	\$0	\$738,882	\$0	\$0	\$1,690,842	\$391,268	\$0	\$28,452,571	\$2,397	\$48,114	\$20,489	\$1,000,000	\$54,907	\$18,360	\$105,925	\$3,516,591	\$112,414,081	\$163,382,348

THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, MET IN REGULAR SESSION IN THE CONFERENCE ROOM ON THE FIRST FLOOR OF THE STILLWATER MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA, ON THE 19TH DAY OF MAY, 2025, AT 5:30 O'CLOCK P.M.

COUNCILORS PRESENT:

ABSENT:

Notice of the Schedule of Regular Meetings of the governing body of the municipality for the calendar year 2025 having been given in writing to the Clerk of Stillwater, Oklahoma, and public notice of this meeting having been posted in prominent view at the entrance to the Stillwater Municipal Building twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays, and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act.

Notice of said meeting and agenda having also been posted on the City's website in accordance with Title 74, Oklahoma Statutes, Section 3106.2.

(OTHER PROCEEDINGS)

Thereupon, the Mayor introduced a Resolution, which was read by title only and upon motion by Councilor _____, seconded by Councilor _____, said Resolution was adopted by the following vote:

Aye:

Nay

Said Resolution was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

RESOLUTION NO. CC-2025-7

A RESOLUTION PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2025 IN THE SUM OF \$8,750,000 BY THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME; AND FIXING OTHER DETAILS OF THE ISSUE.

WHEREAS, on the 1st day of April, 2025, pursuant to notice duly given, a special election was held in the City of Stillwater, Oklahoma, for the purpose of submitting to the registered qualified voters the question of the issuance of the Bonds of said municipality pursuant to Article X, Section 35 of the Oklahoma Constitution in the amount of \$8,750,000 for the purpose of constructing, furnishing and equipping a new animal welfare facility, a City utility, and

WHEREAS as shown by the canvass of the returns by the County Election Board of Payne County, Oklahoma, at said election there were cast by the registered qualified voters of said municipality 4,916 votes, of which 3,648 were in favor of and 1,268 were against the issuance of said Bonds, and 0 were mutilated, spoiled, or not voted ballots, and

WHEREAS a lawful majority of the registered, qualified voters voting on the Proposition cast their ballots in favor of the issuance of said Bonds, the issuance thereof has been duly authorized, and

WHEREAS it is deemed advisable by the governing body of the City to issue said Bonds as a single issue of general obligation bonds as authorized by Title 62, Oklahoma Statutes 2021, Section 354, as amended, and

WHEREAS bonds issued pursuant to Article X, Section 35 of the Oklahoma Constitution are subject to an annual ad valorem tax levy limitation in total amount not to exceed five (5) mills,

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

SECTION 1. That there are hereby ordered and directed to be issued the bonds of said City in accordance with the form as hereinafter set out, in the aggregate principal amount of Eight Million Seven Hundred Fifty Thousand Dollars (\$8,750,000), which Bonds shall be designated "General Obligation Limited Tax Bonds, Series 2025", shall be dated June 1, 2025, and shall become due and payable and bear interest per annum from their date until paid as follows:

\$ 625,000 maturing on June 1, 2027 @	%	\$ 625,000 maturing on June 1, 2034 @	%
625,000 maturing on June 1, 2028 @		625,000 maturing on June 1, 2035 @	
625,000 maturing on June 1, 2029 @		625,000 maturing on June 1, 2036 @	
625,000 maturing on June 1, 2030 @		625,000 maturing on June 1, 2037 @	
625,000 maturing on June 1, 2031 @		625,000 maturing on June 1, 2038 @	
625,000 maturing on June 1, 2032 @		625,000 maturing on June 1, 2039 @	
625,000 maturing on June 1, 2033 @		625,000 maturing on June 1, 2040 @	

Interest shall be payable semi-annually on the 1st day of June and December of each year, commencing on the 1st day of June 1, 2026. The Bonds are issuable as registered Bonds in denominations of \$5,000 or any whole multiple thereof.

The Bonds maturing in the years 2027 to 2035, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing in the years 2036 through 2040 are subject to redemption at the option of the City in whole or in part, on any date, but upon thirty (30) days' notice, on or after June 1, 2035, at a price of par plus accrued interest on the principal amount called for redemption to the date fixed for redemption.

SECTION 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

CITY OF STILLWATER, OKLAHOMA,
GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2025

No. _____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>	<u>CUSIP</u>
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KNOW ALL MEN BY THESE PRESENTS: That the City of Stillwater of Payne County, Oklahoma, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of June and December, respectively, in each year beginning June 1, 2026.

The Bonds maturing in the years 2027 to 2035, inclusive, are not subject to redemption prior to maturity. Bonds maturing in the years 2036 through 2040 are subject to redemption at the option of the City in whole or in part, on any date, but upon thirty (30) days' notice, on or after June 1, 2035, at a price of par plus accrued interest on the principal amount called for redemption to the date fixed for redemption.

The principal of and interest on this Bond is payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BancFirst, Oklahoma City, Oklahoma (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due, except the final payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent/Registrar.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond, subject, however, to an annual ad valorem tax levy limitation not to exceed five (5) mills.

THIS BOND is one of an issue of like date and tenor (except as to date of maturity and rate of interest, denomination) totaling the principal sum of Eight Million Seven Hundred Fifty Thousand Dollars (\$8,750,000) and is issued pursuant to Section 35, Article X of the Oklahoma Constitution and statutes of the State of Oklahoma supplementary thereto for the purpose of providing funds to construct, furnish and equip an animal welfare facility, a City utility, on land owned by the City.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar as the Registrar of the City on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Paying Agent/Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Paying Agent/Registrar shall not be required to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Paying Agent/Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change in the Paying Agent/Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing, and surrender of this Bond to the Paying Agent/Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000 or any whole multiple thereof.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said City, including this Bond and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, the City of Stillwater, Oklahoma, has caused this bond to be executed by the facsimile signature of its Mayor, attested by facsimile signature of its Clerk, and the seal of said City to be facsimile thereon, all as of the 1st day of June, 2025.

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF PAYNE)

I, the undersigned, the duly qualified and acting Chief Financial Officer of the within named City, in said County and State, hereby certify that I have duly registered the within Bond in my office on this 1st day of June, 2025.

WITNESS my hand the date above written.

Chief Financial Officer

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT

_____, 2025

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of bonds of like kind; and that said Bond is a valid and binding obligation according to its tenor and terms, and under the provisions of Title 62, Oklahoma Statutes 2021, Sections 11, 13 and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said bond appearing in the caption hereto.

Attorney General, Ex-Officio Bond Commissioner of
the State of Oklahoma

SECTION 3. That each of said Bonds shall be signed by the Mayor by facsimile signature, attested by facsimile signature of the City Clerk and have the corporate seal of the City imprinted thereon by facsimile; that said officers be and are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City, cause the same to be registered by the Treasurer of the City, endorsed by the District Attorney and County Clerk of Payne County, Oklahoma, and presented to the Attorney General, Ex-Officio Bond Commissioner, together with a certified transcript of proceedings had in connection with the issue, for approval and endorsement; that thereafter said Bonds shall be delivered to the purchasers upon payment of the purchase price thereof, which shall not be less than par, plus accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purpose set out in the Bonds in Section 2 hereof.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 5. The Paying Agent/Registrar for all registered Bonds issued pursuant to this ordinance shall be BancFirst, Oklahoma City, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its normal business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same shall appear on the Registered Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be cancelled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000 or multiples thereof. The Registrar shall not be required to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2021, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration or transfer of the uncertificated registered public

obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and the Clerk (or in their absence or incapacity, the Vice Mayor and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning with year 2025, if necessary, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property in said City, in addition to all other taxes, **provided, however**, that the total annual ad valorem tax levy for the Series 2025 Bonds, together with all other obligations heretofore or hereafter issued pursuant to Article X, Section 35 of the Oklahoma Constitution, shall not exceed five (5) mills, said sinking fund to be designated "City of Stillwater, Oklahoma, General Obligation Limited Tax Bonds, Series 2025 Sinking Fund". Said tax shall be and is hereby ordered, certified, levied and extended upon the tax rolls and collected by the same officers, in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said bonds when and as the same fall due.

ADOPTED AND APPROVED this 19th day of May, 2025.

(SEAL)

Mayor

ATTEST:

City Clerk

STATE OF OKLAHOMA

) SS

COUNTY OF PAYNE

I, the undersigned, the duly qualified and acting Clerk of the City of Stillwater, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution authorizing the issuance of Bonds for the purpose therein set out adopted by the governing body of said City of Stillwater, Oklahoma and Transcript of Proceedings of said governing body had at a regular meeting thereof held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof as the same appears of record in my office.

I further certify that attached hereto are true and complete copy of the agenda posted at the entry doors to the City Municipal Building, Stillwater, Oklahoma, at least twenty-four (24) hours prior to the meeting wherein said Resolution was adopted, excluding Saturdays, Sundays and legal holidays.

WITNESS my hand and seal this 19th day of May, 2025.

(SEAL)

City Clerk

ORDINANCE NO. 3570

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 1017 AND 1023 SOUTH HUSBAND STREET FROM TWO-FAMILY RESIDENTIAL (RT) TO COMMERCIAL BUSINESS (CB).

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

Parcels located at 1017 and 1023 South Husband Street:

Lots Thirteen (13) through Eighteen (18), in Block Forty-Seven (47), in the Original Town Stillwater, now the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

be and the same is hereby rezoned from RT (TWO-FAMILY RESIDENTIAL) to CB (COMMERCIAL BUSINESS).

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: 05/19/2025
Second Reading:

ORDINANCE NO. 3568

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

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

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

Sec. 35-1. Definitions.

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

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

Sec. 35-25. Impairment of drainage facilities.

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

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

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

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

PASSED, APPROVED AND ADOPTED THIS 19TH DAY OF MAY, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 19TH DAY OF MAY, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 5/5/2025
Second Read: 5/19/2025

ORDINANCE NO. 3569

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

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

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

Sec. 18-71. Public nuisances designated.

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

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

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

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

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

PASSED, APPROVED AND ADOPTED THIS 19TH DAY OF MAY, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 19TH DAY OF MAY, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 5/5/2025
Second Read: 5/19/2025