



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

JUNE 16, 2025

723 S. Lewis Street, Room 1122 B

Stillwater, OK 74074

5:30 PM

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

1. Call Meeting to Order
2. Pledge of Allegiance
3. Consent Docket

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

a.	Approve June 2, 2025 regular meeting minutes.	
b.	Approve budget amendments to reflect receipt and appropriation of insurance proceeds related to property damage.	Christy Cluck
c.	Approve budget amendments increasing Visitor Tax revenue projections and increasing transfer of tax revenue to the Destination Marketing Fund and Visitor Amenities Fund in the Stillwater Economic Development Authority.	Christy Cluck
d.	Approve budget amendments to increase sales and use tax projections for FY25 and provide for the transfer of dedicated sales tax to the Stillwater Utilities Authority and transfer to the City Capital Fund.	Christy Cluck
e.	Approve Lease Agreement with Oklahoma State University for	Barbara Bliss

	property located at 6909 W. 56th Street in the amount of \$9,999 for the purpose of subleasing the property for the operation of a motorcycle and all-terrain vehicle recreational area for July 1, 2025 – June 30, 2026.	
f.	Approve Extension of Lake McMurtry Operations Agreement with Lake McMurtry Friends, Inc. in the amount of \$180,000 for July 1, 2025 – June 30, 2026.	Barbara Bliss
g.	Approve Extension of the Lease Agreement with Project H.E.A.R.T., Inc. in the amount of \$2,520 for utilities and \$8,316 for janitorial services for July 1, 2025 – June 30, 2026.	Barbara Bliss
h.	Approve Extension of the Agreement between the City of Stillwater and Payne County Youth Services, Inc. in the amount of \$15,000 for July 1, 2025 – June 30, 2026.	Barbara Bliss
i.	Approve Contract Extension #1 to the Operation/Maintenance Agreement for Lakeside Memorial Golf Course with Henderson Golf Management, LLC in the amount of \$120,000 for July 1, 2025 – June 30, 2026.	Christy Driskel
j.	Approve FY25-26 benefits administration contracts as outlined in the attached staff report and authorize the City Manager to sign the related agreements.	CC-25-88 Leah Womack
k.	Acceptance of new public infrastructure for a water line that serves the new Murphy Fuel Station at 115 N. Perkins Road.	CC-25-89 Joshua Brown
l.	Approve budget amendments reflecting receipt and appropriation of \$1,035.98 in donations to the Stillwater Public Library	CC-25-90 Stacy Delano
m.	Approve the development agreement with Gamma Delta Chapter of Sigma Chi House Corporation and Gamma Delta Investors, LLC regarding requirements for closing and vacating the alley abutting properties located at 1101 and 1123 W. University Avenue, 206 S. Monroe Street, and 221 S. Lincoln Street and authorize the Mayor to execute the Agreement.	CC-25-91 David Barth

4. Public Comment on Items not Scheduled for Public Hearings

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

5. Items Removed from the Consent Docket

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

6. Public Hearings

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

a.	Receive public comment for a closing of an alley right-of-way abutting properties located at 1101 and 1123 W. University Avenue, and 221 S. Lincoln and 206 S. Monroe Streets.	CC-25-92	Henry Bibelheimer
b.	Receive public comment to establish a Planned Unit Development (PUD25-02) in Small Lot Single-Family Residential (RSS) zoning at property addressed as 1924 and 2002 E. McElroy Road.	CC-25-93	Henry Bibelheimer

7. General Orders

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

a.	Stillwater Area Sports Association Presentation	Carolyn Walstad
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8. Resolutions

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

a.	RESOLUTION NO. CC-2025-10: A RESOLUTION ESTABLISHING THE STILLWATER REGIONAL AIRPORT FISCAL YEAR 2025-2026 RATES AND CHARGES SCHEDULE.	CC-25-94	Kellie Reed
b.	RESOLUTION CC-2025-11: A RESOLUTION OF THE CITY OF STILLWATER, OKLAHOMA, APPROVING AN ADDITIONAL \$150,000 ALLOCATION TO THE SMALL BUSINESS ENHANCEMENT CATEGORY UNDER THE IMPLEMENTATION POLICY GUIDE AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY STAFF, SPECIAL COUNSEL FOR ECONOMIC DEVELOPMENT, AND TWO MEMBERS OF THE IMPLEMENTATION POLICY COMMITTEE SELECTED BY THE CITY MANAGER TO PROPOSE AMENDMENTS TO THE		

	IMPLEMENTATION POLICY GUIDE, ALL IN FURTHERANCE OF ACHIEVING THE OBJECTIVES SET FORTH IN THE STILLWATER (RE)INVESTMENT PLAN (A STILLWATER DOWNTOWN/CAMPUS LINK PROJECT PLAN) AND INCREMENT DISTRICT NO. 3, CITY OF STILLWATER
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9. Ordinances

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

First Read

a.	ORDINANCE NO. 3572: AN ORDINANCE CLOSING AN ALLEY RIGHT-OF-WAY ABUTTING PROPERTIES LOCATED AT 1101 AND 1123 W. UNIVERSITY AVENUE, 221 S. LINCOLN AND 206 S. MONROE STREETS.
b.	ORDINANCE NO. 3573: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 1924 and 2002 E. MCELROY ROAD FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL DISTRICT (RSS) TO SMALL LOT SINGLE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT (RSS-PUD).

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	Zack Henson
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	Zack Henson
c.	ORD. NO. 3571: ORDINANCE TO REZONE 1002 SOUTH HUSBAND STREET FROM TWO-FAMILY RESIDENTIAL (RT) TO COMMERCIAL BUSINESS (CB).	

10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Adjourn

On June 13, 2025 at 9:45 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED MAY 30, 2025 AT 9:30 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 2, 2025**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

a. International Day of Play Proclamation

Mayor Joyce read the proclamation proclaiming June 11, 2025, as "International Day of Play," in Stillwater, and encouraged all residents to support efforts that ensure every child has the opportunity to play, grow, and thrive in a world of imagination and discovery. Sara Brown accepted the proclamation.

b. National Gun Violence Awareness Day Proclamation

Mayor Joyce read the proclamation proclaiming Friday, June 6, 2025, as National Gun Violence Awareness Day in the City of Stillwater. He encouraged citizens to pledge to wear orange on Friday, June 6, 2025, to raise awareness of gun violence. Beth Furnish accepted the proclamation.

c. Recognition of Terry and Nancy Monroe, Murphy's Department Store

Mayor Joyce read the proclamation honoring and expressing heartfelt appreciation to Terry and Nancy Monroe for their extraordinary contributions to the Stillwater community through their lifelong dedication to local business, civic engagement, and the enduring spirit of Murphy's Department Store. In 2025, Murphy's Department Store will close its doors after nearly a century in business, and as it does, the City of Stillwater reflects with deep gratitude on the legacy Terry and Nancy leave behind. Terry and Nancy Monroe thanked the Council for the recognition and for the help and support with Downtown Stillwater over the years. Terry and Nancy accepted the proclamation along with Becky Moore, store manager, for 30 years.

4. CONSENT DOCKET

a. Approve May 19, 2025 regular session meeting minutes

- b. Approve budget amendments to reflect receipt and appropriation of insurance proceeds related to property damage.
- c. Approve Contract Extension #1 to the Operation/Maintenance Agreement for Lakeside Memorial Golf Course with Henderson Golf Management, LLC in the amount of \$120,000 for July 1, 2025 – June 30, 2026.
- d. Approve budget amendment to close out the 3rd Street Bridge project.
- e. Approval of revised Local Government Certification documents for Payne County Youth Services to apply for the 2025 Emergency Solutions Grant Program.
- f. Approve FY26 Oklahoma Municipal Assurance Group (OMAG) policies for property and general liability insurance coverage in the amount of \$1,158,700.
- g. Accept an electric easement to grant Stillwater Electric Utility access for maintenance of utility services at 704 S. Hester Street.
- h. Approve the application of Oklahoma State University for a right of way Occupancy Permit as recommended by the Development Services Director pursuant to City Code Sec. 37-205(c)
- i. Approve a change order to the Lippert Brothers, Inc contract for the Airport Terminal Building and Improvements project Work Package 2 sewer line relocation, in the amount of \$260,419 for trash/debris removal, haul-off and disposal and associated budget amendments; authorize the City Manager to sign the change order document.

Councilor Hardin removed item c. from the consent docket.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO APPROVE THE CONSENT DOCKET MINUS ITEM C.

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

- c. Approve Contract Extension #1 to the Operation/Maintenance Agreement for Lakeside Memorial Golf Course with Henderson Golf Management, LLC in the amount of \$120,000 for July 1, 2025 – June 30, 2026.

Councilor Hardin requested this item be moved to the June 16, 2025 meeting agenda so Mr. Henderson could be present.

7. PUBLIC HEARINGS

- a. Receive public comment for a Map Amendment to rezone 1002 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB).

Senior Planner Henry Bibelheimer presented the report.

Mayor Joyce opened the public hearing.

Cory Williams, Progressive Development, 621 S. Husband Street, spoke on his behalf and explained the proposed development that is planned and answered Council's questions.

Janet Rogers, 1006 S. Husband, spoke against the rezoning as she owns a residential home next to the proposed development.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval with a 3-0 vote on October 1, 2024.

City Council voted 2-2 on October 21, 2024 resulting in a no decision.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 1002 SOUTH HUSBAND STREET.

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

- b. Receive public comment regarding a request for a Specific Use Permit to allow for churches and other religious institutions at property addressed as 1307 N. Husband Street in the Small Lot Single Family Residential (RSS) district.

City Attorney Kimberly Carnley reported that staff received a request from the applicant to withdraw this application so nothing further is needed on this item.

8. GENERAL ORDERS

- a. Presentation, discussion, and consideration of adoption of the Stillwater Regional Airport Master Plan.

Airport Director Kellie Reed introduced Kelly Maddux with Mead and Hunt to present the Stillwater Regional Airport Master Plan. Mr. Maddux discussed what a Master Plan is and is not and he presented the Master Plan Main Focus Areas. He explained the Master Plan Process and the facility and terminal building requirements. Mr. Maddux presented the three different terminal concepts that were considered. He discussed the project costs by phase and the financial analysis summary. Mr. Maddux answered Council's questions.

No action was taken on this item.

9. RESOLUTIONS

- a. Resolution No. CC-2025-8: A resolution of the Stillwater City Council adopting an operating budget for the Fiscal Year 2025-26.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2025-8 AS PRESENTED.

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

- b. Resolution No. CC-2025-9: A resolution of the City Council adopting the Updated Master Plan for Stillwater Regional Airport

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2025-9 AS PRESENTED.

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

10. ORDINANCES

a. First Reading

Ordinance No. 3571: Ordinance to rezone 1002 South Husband Street from Two-Family Residential (RT) To Commercial Business (CB).

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO 3571 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. 3570: An ordinance to rezone properties addressed as 1017 and 1023 S. Husband Street from Two-Family Residential (RT) To Commercial Business (CB) District.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT ORDINANCE NO. 3570 AS PRESENTED.

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

11. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Brady Moore reported that the City is committed to protecting our customers from scams. Recently, we've been alerted to fraudulent calls where individuals are impersonating Stillwater Utility & Billing staff and demanding payment over the phone. While the City of Stillwater may place courtesy calls to notify customers of potential service disconnection, we will never ask for immediate payment over the phone or your personal financial information.
 - City Manager Brady Moore stated that City staff would like to express their deepest appreciation to Fire Chief Terry Essary for his 28 years of dedicated service to the Stillwater Fire Department. His leadership, commitment to public safety, and unwavering service to our community, especially during critical times like the recent March wildfires, have left a lasting impact. While we're sad to see him go, we're proud to see him take on a new chapter with the Edmond Fire Department. We thank Chief Essary for his incredible contributions and wish him all the best in this next step.
- c. Miscellaneous items from the City Council:
 - Councilor Clark read the announcement for Councilor Hardin asking citizens to get involved with their local government by serving on a citizen committee. These committees play a key role in shaping growth, development, and infrastructure right here in Stillwater. The City is currently looking for passionate residents to join committees, including the Board of Drainage Appeals, Audit Committee, Board of Adjustment and the Building Trades Board.
 - Councilor Clark announced that as the temperatures get warmer, staff encourages residents to utilize the many parks and two water play areas. The splash pads are in Boomer Lake Park and Southern Woods Park. Both splash pads are free to use, open daily from 10 a.m. to 8 p.m., and are only closed during times of inclement weather and maintenance. While we're out enjoying

the parks, let's remember to do our part to keep them clean and safe by using the trash bins.

- Councilor Hawkins reported that Stillwater Art Integration has kicked off the utility box art program again this year. The contest is open to all community members, and this year's theme is "Stillwater Strong." This beautification and graffiti abatement initiative was a great success last year and we look forward to seeing your art submissions.
 - Vice Mayor Dzialowski invited residents to join Stillwater Community United to celebrate Juneteenth at Southern Woods Park on Saturday, June 21 from 11 a.m. to 2 p.m. All community members are invited to gather for games, music, free food and drinks, and entertainment for the whole family. For more information about the event, go to: visitstillwater.org/swocommunityunited. Also, City Hall will be closed in observance of Juneteenth on Thursday, June 19. Trash, recycling, and yard waste will be collected as usual.
 - Vice Mayor Dzialowski announced that Stillwater residents who suffered structural damage or loss during the recent wildfires can visit the Disaster Loan Outreach Center at the Stillwater Community Center for help. SBA and FEMA are available at the Stillwater Community Center to assist residents that suffered losses. SBA will be there until June 11, 2025 and FEMA will be available through June 2025.
 - Mayor Joyce asked residents to save the date and celebrate Independence Day with Stillwater's 31st Boomer Blast Fireworks Show on Friday, July 4th, at Boomer Lake Park. Festivities will kick off at 6:30 p.m. with food trucks, music and more. The fireworks show will begin around 9:30 p.m. For those who prefer not to attend the event in person but would like to watch the firework show, it will be streamed live on the City of Stillwater Facebook page and YouTube channel.
- i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

13. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE JUNE 2, 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 June 2, 2025 regular meeting of the Stillwater City Council adjourned at 6:23 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

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: 06/11/2025

Department: Finance

Requested by: Christy Cluck

Explanation:

Revenue:
Increase revenue projections for receipt of insurance proceeds.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Insurance Proceeds - Public Works	1014841 - 62001		\$ 5,870	\$ 19,850	\$ 25,720
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 19,850

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-11-25

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--

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: 06/11/2025

Department: Finance

Requested by: Christy Cluck

Explanation:

Expenditures:
Appropriate funds for repair of property damage. Repairs funded by insurance proceeds received in FY25.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Construction - Public Works	1014841 - 54009	25FS02101	\$ 0	\$ 19,850	\$ 19,850
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 19,850

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-11-25

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--

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

CC

Date: 06/12/2025

Department: Finance

Requested by: Christy Cluck

Explanation:

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

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Visitor Tax	1500000 - 41.104		\$ 2,300,000	\$ 235,000	\$ 2,535,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 235,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-12-25

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--

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: 06/12/2025

Department: Finance

Requested by: Christy Cluck

Explanation:

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

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer-out	1500000 - 71000		\$ 2,300,000	\$ 235,000	\$ 2,535,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 235,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-12-25

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--

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: 06/10/2025

Department: Finance

Requested by: Christy Cluck

Explanation:

Revenue:
Increase revenue projections to account for increased sales and use tax collections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Sales Tax - GF	1010000 - 41000		\$ 30,000,000	\$ 1,050,000	\$ 31,050,000
	Use Tax	1010000 - 41002		\$ 4,500,000	\$ 1,100,000	\$ 5,600,000
	Sales Tax - Transportation	2600000 - 41000		\$ 10,000,000	\$ 350,000	\$ 10,350,000
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 2,500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-10-25

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--

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: 06/10/2025

Department: Finance

Requested by: Christy Cluck

Explanation: Expenditure:
Increase transfers-out from General Fund to SUA for the dedicated portion of the increase in sales tax projections and from General Fund to the City Capital Fund for the remaining increase in sales and use tax projections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out - SUA	1010000 - 71000		\$ 21,494,617	\$ 350,000	\$ 21,844,617
	Transfer Out - City Capital Fund	1010000 - 71000		\$ 21,494,617	\$ 1,800,000	\$ 23,294,617
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 2,150,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-10-25

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--

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: 06/10/2025

Department: Finance

Requested by: Christy Cluck

Explanation:

Revenue:
 Increase transfers-in from General Fund to City Capital Fund for the increase in sales and use tax projections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	1050000 - 61000		\$ 652,317	\$ 1,800,000	\$ 2,452,317
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,800,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 6-10-25

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--

LEASE AGREEMENT

THIS AGREEMENT, is effective the ____ day of _____, 2025, by and between Oklahoma State University, party of the first part, hereinafter referred to as "OSU" or "Lessor", and the City of Stillwater, Oklahoma, a municipal corporation, party of the second part, hereinafter referred to as "City" or "Lessee."

WITNESSETH:

That for and in consideration of the covenants and agreements herein contained, and the rental payment to be made, as herein provided, Oklahoma State University hereby grants, leases and rents to the City for a term of one (1) year, beginning July 1, 2025, and ending June 30, 2026, the following described real property located in Payne County, State of Oklahoma, to wit:

The North Half (N/2) of the Southwest Quarter (SW/4) of Section Seven (7), Township Eighteen (18) North, Range Two (2) East, Payne County, State of Oklahoma,

and

The South Half (S/2) and the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, State of Oklahoma, less and except a portion of said Northwest Quarter (NW/4) of Section Twelve (12) described as follows: Beginning at the Northwest Corner of the Northwest Quarter (NW/4) of Section Twelve (12), Township Eighteen (18) North, Range One (1) East, Payne County, Oklahoma;

Thence east along the North side of said Northwest Quarter (NW/4) of Section Twelve (12) a distance of 830 feet; thence South along a line parallel to the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) a distance of 1340 feet; thence southwesterly to a point on the West line of the Northwest Quarter (NW/4) of said Section Twelve (12), 1460 feet south of the Northwest Corner thereof; thence north along the West line of the Northwest Quarter (NW/4) of said Section Twelve (12) to the point of beginning.

and the Lessee agrees to pay to the Lessor, as rental for said land, the sum of Eighteen Dollars (\$19.80) per acre per year on the basis of 505 acres, more or less, as described above, in the total amount of Nine Thousand Nine hundred and Ninety-Nine Dollars (\$9,999.00), said rent to be due and payable in advance upon the execution of this Lease.

1. The Lessor understands that the Lessee will sublease the property to a third-party for use as a motorcycle and all-terrain vehicle ("ATV") recreational area, and that certain alterations of the surface of the ground and trees may be necessary to provide trails for the

motorcycle and ATV riders and also for parking and picnic areas. Lessee agrees, however, to take all reasonable steps necessary to prevent said alterations of the surface and the use of said property from causing any permanent damage to the Leased Premises through erosion or other kinds of waste.

2. The Leased Premises has perimeter fencing and the City agrees to require its sub-lessee to maintain the fence during the term of this Lease at no cost to OSU. Any necessary road crossing or gate shall be paid for and installed by the City, or its sub-lessee if so required by City. Improvements classified as fixtures under the laws of Oklahoma shall remain with the Leased Premises and become the property of OSU upon the termination of this Lease.
3. Representatives of the Lessor shall have the right to enter upon the Leased Premises to determine if unusual damage is taking place and proper management practices are being used in caring for the land and timber. It is realized that there will be some damage to the grass and surface of the land by the motorcycle and ATV recreation programs but if the Lessor, through its authorized representatives, determines that unusual wear, tear or damage to the Leased Premises is occurring, Lessor shall have the right to cancel the Lease upon thirty (30) days' written notice and, in such event, the Lessee shall be entitled to a pro rata refund of the rent paid hereunder.
4. The Lessor reserves the right to grant to third parties the right to enter upon the Leased Premises for conducting geophysical and geological surveys and for the drilling and operation of oil and gas wells. OSU retains the right to any surface or crop damages that might be incurred from any oil and gas operations.
5. No hunting, farming, or grazing rights shall accrue to the City by virtue of this Lease.
6. The City shall be permitted to sublease the Leased Premises with written approval by OSU, which approval shall not be unreasonably withheld.
7. City will require its sub-lessee to carry all necessary and appropriate insurance policies and will require such insurance policies to name Lessor as an additional insured.
8. In the event a fire occurs on the Leased Premises, any charges made by the Stillwater Fire Department shall be borne by the Lessee, unless such fire is the result of actions by OSU.
9. The Leased Premises shall be used only for motorcycle and ATV recreation. No overnight camping shall be allowed except during events sponsored by City's sub-lessee.
10. Lessor shall have the right to cancel this Lease during its term as to any portion of the Leased Premises not to exceed forty (40) acres. In the event Lessor intends to exercise this right, it shall give Lessee fifteen (15) days' written notice thereof containing a general description of the portion of the Leased Premises to be so withdrawn and Lessor shall, within a reasonable time thereafter, fence off the area so withdrawn and refund to Lessee the pro rata portion of the rent previously paid hereunder.

11. It is understood and agreed that this Lease shall automatically expire on June 30, 2025, and it may not be extended or renewed without the execution of a new lease.

12. This Lease shall be binding on the parties hereto, their successors and assigns.

IT IS FURTHER UNDERSTOOD AND AGREED THAT, upon Lessee's failure to pay the rental or any part thereof or failure to otherwise comply in full with the terms, conditions or covenants of this Lease, the Lessor may declare this Lease at an end and reenter and take possession of said Leased Premises and retain all rental paid hereunder as damages for the breach thereof.

Dated: _____

**City of Stillwater, Oklahoma,
Lessee**

By: _____
William H. Joyce, Mayor

Dated: _____

**Oklahoma State University
Lessor**

By: _____

Name, Title

**LAKE McMURTRY
OPERATIONS AGREEMENT**

This operations agreement is made and entered into on this **5th** day of **June 2017**, by and between the City of Stillwater, Oklahoma, a municipal corporation (Stillwater) and the Lake McMurtry Friends, Inc., an Oklahoma non-profit corporation (LMF),

WITNESSETH:

WHEREAS, Stillwater is the owner of property and improvements generally located in Sections 15, 16, 17, 21, 22, 23, 26, 27, 28, 33, 34, and 35 Township 19 North, Range 1 East of the Indian Meridian, Noble County, Oklahoma, commonly known as "Lake McMurtry,"; and

WHEREAS, Lake McMurtry offers outdoor recreation for the benefit of the citizens of Stillwater; and

WHEREAS, LMF has offered and agreed to operate, manage, and maintain programming and facilities at Lake McMurtry, more specifically described herein, for the benefit of the citizens of Stillwater.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS
HEREINAFTER SET FORTH, IT IS MUTUALLY AGREED BETWEEN STILLWATER AND
LMF, AS FOLLOWS:**

1. **Operations:** LMF shall operate, manage, and maintain facilities and programming at Lake McMurtry. LMF's operation, management, and maintenance responsibilities under this agreement shall include:

- a. Facilities, buildings, grounds, trails, docks, camp grounds, and roads;
- b. Care, use, and operation of LMF owned equipment and Stillwater owned equipment on the premises used by LMF for its activities under this agreement;
- c. Concessions, including bait shops and sales, permit sales, and all recreation activities including camping, hiking, fishing, boating, hunting, biking, and related programs;
- d. Establishing and implementing fee structures for entry, access, and all activities or programs;
- e. Land leases, subject to Stillwater approval; and
- f. Capital improvements and facilities expansion, subject to the limitations set forth in Paragraph 14 of this agreement.

2. **Exclusions, Scope of Agreement:** This agreement shall not include operation, management, or maintenance of the Lake McMurtry Dam, the Stillwater Pistol and Rifle Club lease or Stillwater Police Department Gun Range area. LMF acknowledges that this agreement is only for the operation, management, and maintenance of Lake McMurtry, and is not a lease, nor does it entitle LMF to exclusive possession of the premises.

3. **Term:** This agreement shall commence on July 1, 2017, and expire on June 30, 2018.

4. **Commencement of Operations:** LMF shall enter and commence operations as provided herein on July 1, 2017.

5. **Hours of Operation:** Lake McMurtry shall be open to the public on a daily basis, between dawn to dusk, subject to seasonal adjustment and/or closure for inclement weather or public safety. LMF shall conspicuously post the hours of operation at all points of entry onto the Lake property.

6. **Personnel:** LMF shall provide all personnel necessary to operate, manage, and maintain Lake McMurtry in accordance with this agreement. Said personnel shall be under the exclusive direction and control of LMF, and shall not be considered employees or agents of Stillwater under any circumstance. Any

and all volunteers utilized by LMF in the execution of this agreement shall likewise be considered under the exclusive direction and control of LMF and not employees or agents of Stillwater under any circumstance. LMF shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager. LMF may, at its option, make use of the Stillwater established background check program. If LMF uses the Stillwater background check program, LMF shall be responsible for all associated fees and costs.

7. Security, Fire Protection: Stillwater shall retain police and fire protection jurisdiction at Lake McMurtry during the term of this agreement. Neither LMF nor its employees shall have any law enforcement authority at Lake McMurtry and shall limit such activities to observation and reporting of violations of laws, ordinances, and/or posted rules and regulations to Stillwater. LMF may, however, construct or install security enhancements such as gates, alarm systems or cameras on the Lake property, provided that duplicate keys or access codes are provided to the City Manager.

8. Equipment, Tools, and Supplies: LMF shall furnish all equipment, tools, and/or supplies necessary for it to operate, manage, and maintain Lake McMurtry in accordance with this agreement.

9. Utilities: Stillwater shall maintain all septic systems existing on the effective date of this agreement. Stillwater shall additionally provide at no charge weekly trash pickup from two (2) centralized locations (one on each side of the lake) and water service.

10. Allocation of Revenue: LMF shall retain one hundred percent (100%) of all revenue generated by Lake McMurtry user fees and concessions during the term of this agreement. Said revenues shall be used by LMF to fund operations, management, and maintenance under this agreement. All excess user fee and concession revenue collected by LMF under this agreement shall be deposited in a designated fund to pay for capital improvements at Lake McMurtry.

11. Compensation: Stillwater and LMF each acknowledge that one of the purposes of this agreement is to make Lake McMurtry a financially self-sustaining recreational facility. Stillwater shall fund LMF's operation, management and maintenance activities during FY 2017-18 as follows:

- a. Stillwater shall make four (4) quarterly payments of \$50,000 to LMF on July 1, 2017, October 1, 2017, January 1, 2018, and April 1, 2018 for the operational services described in Paragraph 1 of this agreement.
- b. LMF shall submit quarterly reports to Stillwater during FY 2017-18 setting forth operating expenses, revenue, and capital improvement expenditures to date. Said reports shall be due on September 30, 2017, December 31, 2017, March 31, 2018, and June 30, 2018.

12. Annual Reporting: LMF shall submit an annual financial report to the City Council during a regular Council Meeting. Said report shall be due on or before May 31st, 2018 and shall, at minimum, contain the following details:

- a. Operating expenses
- b. Revenue
- c. Capital improvement expenditures and end of fiscal year balance in the capital improvement fund.

19. Audit, Public Disclosure Law Compliance: Stillwater has the right to audit all financial records kept by LMF pertaining to the operation of the Lake upon written notice. LMF shall make said records available for audit purposes as authorized herein within a reasonable time of receipt of such request. LMF acknowledge that the Lake is a public facility and that the records thereof are subject to

public disclosure in accordance with the Oklahoma Open Records Act, 51 O.S. 24.A.1, *et seq.* Meetings of Lake McMurtry Friends shall be conducted in accordance with the Oklahoma Open Meetings Act, 25 O.S. §301, *et seq.*

14. Capital Improvements, Alterations: LMF may make capital improvements, including the construction of new or alteration of existing buildings or structures on Lake McMurtry with the consent of Stillwater. LMF acknowledges that any such construction exceeding \$50,000 in value is subject to competitive bidding under the Public Competitive Bidding Act of 1974, 61 O.S. § 101, *et seq.* LMF agrees to comply with said Act.

15. Insurance, Indemnity: LMF shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and shall name the City of Stillwater, its officers, employees, and agents, as additional insured in such amounts, during the term of this agreement. LMF further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional act or negligence of LMF's officers, employees, volunteers or agents while conducting operations authorized by this agreement during the term thereof. LMF further agrees to hold harmless and indemnify Stillwater, its officers, employees, and agents or invitees from all fines, suits, proceedings, claims, demands, actions, loss, expense from liability of any kind whatsoever (including but not limited to attorney fees and costs incurred in litigation) and from any whomsoever asserting the same arising or growing out of or in any way connected with the LMF's management and operation of its organization and service. LMF shall immediately report all accidents or serious injuries occurring at Lake McMurtry to the City Manager. LMF shall maintain Workers' Compensation insurance in the statutory amounts. LMF shall provide proof of all insurance coverage mandated by this agreement to the City Manager before July 1, 2017, and shall thereafter provide such proof to the City Manager during the term of this agreement upon request.

16. Entry: Stillwater shall have the right to enter the premises at any time and from time to time to examine the same or to make alterations and repairs, or for any purpose which it may deem necessary for the operation or maintenance of the Lake. Stillwater shall notify LMF in writing of all alterations and repairs performed. Stillwater specifically retains the right to use the above-described property in any way it desires which will not unreasonably interfere with LMF's use of said property.

17. Fee Schedules: LMF shall establish an annual schedule of user fees for Lake McMurtry patrons. Said schedule shall be submitted by LMF to the City Manager for review and approval by July 1, 2017.

18. Legal Compliance, Permits: LMF shall comply with all applicable laws, regulations, ordinances and codes of federal, state and local governments in its execution of this agreement. LMF shall apply for and secure any and all licenses and permits necessary to complete its responsibilities under this agreement.

19. Default: In the event of a default made by LMF regarding any covenant or condition of this agreement and upon receipt of written notice thereof, Stillwater and LMF will work together in good faith to correct issues that have caused said default and LMF shall have a period of one hundred eighty (180) days to take appropriate corrective actions. In the event LMF shall fail to cure any default within the time allowed under this paragraph, Stillwater may declare the agreement ended and terminated by vote of the City Council. Stillwater shall provide LMF a written notice of its election to so terminate, which said notice shall be served at least sixty (60) days prior to the effective date of such termination. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any LMF default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

20. Non-Discrimination: LMF shall operate and manage Lake McMurtry in accordance with all federal and state anti-discrimination statutes and laws and shall not deny access to any person based on race, ethnicity, national origin, gender, familial status, age, disability or any other protected status.

21. Change of Status: LMF shall immediately report to Stillwater any change in its "not for profit corporation" status.

22. Notice: Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

City Clerk
City of Stillwater
Post Office Box 1449
Stillwater, Oklahoma 74076

Lake McMurtry Friends, Inc.
324 S. Husband Street, Suite 101
Stillwater, Oklahoma 74074

23. Waiver: No waiver of any default of Stillwater or LMF hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or LMF shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. Headings: The headings used in this agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

25. Governing Law: This agreement is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.

26. Termination: This agreement is expressly terminable by either party providing one hundred eighty (180) days written notice to the other.

27. Final Agreement: This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This agreement may be modified only by a further writing that is duly executed by both Stillwater and LMF.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LAKE MCMURTRY FRIENDS, INC.,
an Oklahoma Not-For-Profit Corporation

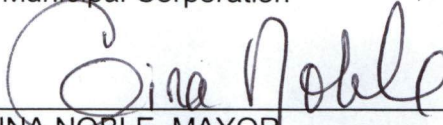


ATTEST:

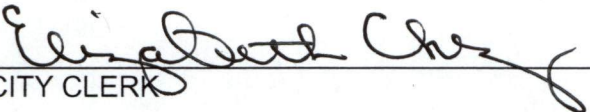
SECRETARY



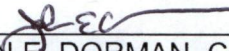
CITY OF STILLWATER, OKLAHOMA,
A Municipal Corporation


GINA NOBLE, MAYOR

ATTEST:


CITY CLERK

Approved as to form and legality this 19 day of June, 20 17.


JOHN E. DORMAN, CITY ATTORNEY

**EXTENSION OF OPERATIONS AGREEMENT
LAKE MCMURTRY FRIENDS**

THIS AGREEMENT is made and entered into on this 9 day of JUNE 2025, 2025 by and between CITY OF STILLWATER, OKLAHOMA, a municipal corporation, and LAKE MCMURTRY FRIENDS, INC., an Oklahoma Not for Profit Corporation.

WITNESSETH

WHEREAS, City of Stillwater ("Stillwater") and Lake McMurtry Friends, ("LMF") entered into a written Operations Agreement on or about the 5th day of June, 2017; and

WHEREAS, Stillwater and LMF intend to continue the contractual relationship established under said Agreement for an additional one-year term through the execution of an extension agreement ("Extension Agreement").

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

1. Term of Agreement. Stillwater and LMF agree to extend the Operations Agreement dated June 5, 2017 for an additional one-year term beginning July 1, 2025 and ending June 30, 2026.

2. Compensation. Stillwater shall fund LMF's operation, management and maintenance activities during the extension period of July 1, 2025 – June 30, 2026 as follows:

a) Stillwater shall make four (4) quarterly payments of Forty-Five Thousand Dollars and 00/100 (\$45,000.00) on July 1, 2025, October 1, 2025, January 1, 2026, and April 1, 2026 for the operational services set forth in the Agreement dated June 5, 2017.

b) LMF shall submit quarterly reports to Stillwater during the extension period (FY25-26) setting forth operating expenses, revenue, and capital improvement expenditures to date. Such reports shall be due on September 30, 2025, December 31, 2025, March 31, 2026, and June 30, 2026.

3. Effect of Contract Provisions. All provisions contained within the Agreement dated June 5, 2017 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.

LAKE MCMURTRY FRIENDS, INC.,
an Oklahoma Not for Profit Corporation

Scott Stoodley

 6/19/25
PRESIDENT/CHAIRMAN

ATTEST:

Secretary
(seal)

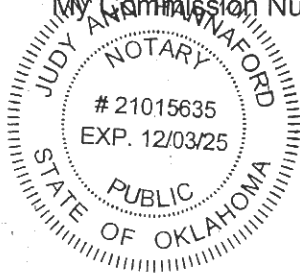
STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 9 day of June, 2025, personally appeared, _____, President of Lake McMurtry Friends, Inc. to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Judy Ann Harnaford
NOTARY PUBLIC

My Commission Expires: 12-03-25
My Commission Number: 21015635



CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

(seal)
ATTEST:

Teresa Kadavy, City Clerk

Project H.E.A.R.T., Inc.

**830 W. Ford
Shawnee, OK 74801
(405) 214-1972
(405) 214-1953**

LEASE AGREEMENT

This agreement is made effective the first day of July, 2022 by and between Project H.E.A.R.T., Inc. having it's office in Shawnee, Oklahoma, and the City of Stillwater.

In consideration of mutual covenants contained herein, Project H.E.A.R.T., Inc. and the City of Stillwater enter into the following agreement.

1. Project H.E.A.R.T., Inc. shall supervise and manage the food service operation. The Project H.E.A.R.T., Inc. Director shall be responsible for the overall management of food service and program operations.
2. Project H.E.A.R.T., Inc. shall have complete autonomy over the implementation of its program. Project H.E.A.R.T., Inc. shall manage all aspects of the food service operation and shall interview and employ personnel to fill positions needed to conduct Project H.E.A.R.T., Inc.'s operation as well as supervise the personnel in their duties concerning the program. Insofar as practical, Stillwater citizens will be given preference when hiring.
3. Project H.E.A.R.T., Inc. shall provide food services to persons aged 60+ for the City of Stillwater. Such meals shall be noon meals served five (5) days a week excluding eleven (11) holidays and weekends at the Stillwater Site. Food service may be suspended during inclement weather or for unforeseen circumstances. Number of meals served per day is dependent upon continued funding being received by Project H.E.A.R.T., Inc.
4. Project H.E.A.R.T., Inc. shall comply with all Federal, State, and Local laws and regulations governing the preparing, handling, and serving of food.
5. All equipment purchased by or transferred to Project H.E.A.R.T., Inc. shall remain the property of Project H.E.A.R.T., Inc. A list of equipment is available at the Project H.E.A.R.T., Inc. office.
6. The City of Stillwater shall furnish the present allocated space for said food service program operations. Space and such equipment as is necessary shall be supplied for the site manager from 7:00 a.m. to 3:30 p.m. each day of operation. Project H.E.A.R.T., Inc. shall have exclusive rights to the kitchen.
7. Project H.E.A.R.T., Inc. shall furnish, to the City of Stillwater, \$210.00 each month on utilities. Project H.E.A.R.T., Inc. will also furnish to the City of Stillwater \$417.00 each month for janitorial service.

8. The City of Stillwater shall provide a minimum of the following janitorial service: Note: Kitchen mats with drainage holes will be stacked at the end of each day by Project H.E.A.R.T., Inc. staff so that City of Stillwater staff can sweep and mop the kitchen.

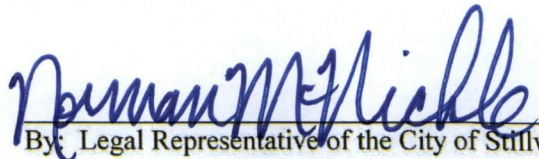
Daily	Twice a Week	Weekly	Twice a Year
Empty trash cans Sweep Kitchen Sweep and mop Restrooms Clean trashcans Keep hand towels Toilet paper & soap Dispensers filled Mop kitchen floor	Sweep and mop all floors Clean Mops	Wash chair seats Sanitize all Sinks Stools & Urinals Clean store room	Wash all windows Clean all air vents

9. Project H.E.A.R.T., Inc. shall also furnish carry-out trays for home delivered meals and cleaning supplies for the upkeep of the site. The City of Stillwater shall specify cleaning supplies not to exceed \$500.00 for the contract year.
10. The City of Stillwater agrees to provide to Project H.E.A.R.T., Inc. site manager a schedule of activities during hours which Project H.E.A.R.T., Inc. is not operating its services at the site. The City of Stillwater shall have the exclusive right to schedule activities in the Project H.E.A.R.T., Inc. leased area during the hours that Project H.E.A.R.T., Inc. is not conducting its operation with the exception of the kitchen.
11. Project H.E.A.R.T., Inc. shall lock and secure all interior doors leading to Project H.E.A.R.T., Inc. kitchen, office and all exterior doors at the end of the nutrition day of business. Project H.E.A.R.T., Inc. will not be held responsible for locking or securing building after or before Project H.E.A.R.T., Inc. nutrition program hours.
12. The City of Stillwater shall provide major repairs (*defined as repairs exceeding \$250*) and exterior maintenance to the City owned facility as required. Project H.E.A.R.T., Inc. shall be responsible for all repairs of any equipment and appliances it owns regardless of cost.
13. This agreement is also subject to immediate termination should funds become unavailable to fulfill the terms contained herein.

This agreement shall be effective as of the 1st day of July 2022 and shall be in force with respect to meals served during the period commencing on the effective date and ending the 30th day of June 2023 and during such additional period or periods as Project H.E.A.R.T., Inc. and the City of

Stillwater may agree upon. However, either party may at any time during the life of this agreement or any extension thereof, terminate this agreement or any extension thereof with respect to the program, by giving thirty (30) days written notice to the other party of its intention to do so. Project H.E.A.R.T. Inc. may terminate this agreement, with respect to the program, if the terms and conditions thereof are not fully complied with by the City of Stillwater, by giving thirty (30) days written notice of its intention to do so. All notices to Project H.E.A.R.T., Inc. shall be addressed to: Project H.E.A.R.T., Inc., P.O. Box 3667, Shawnee, OK 74802. All notices to the City of Stillwater shall be addressed to the City of Stillwater, P.O. Box 1449, Stillwater, OK 74076, Attention: City Manager.

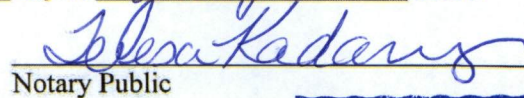
IN WITNESS WHEREOF, said corporation has caused this agreement to be signed by the legal representative of the City of Stillwater and the director or board chairman of Project H.E.A.R.T., Inc. and witnessed by a notary public for each signature.



By: Legal Representative of the City of Stillwater

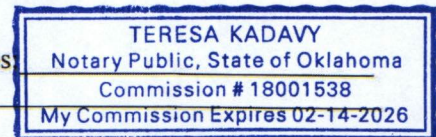
Norman McNickle, City Manager
(Please Print Name)

Subscribed and sworn to before me this 18 day of July, 2021.



Notary Public

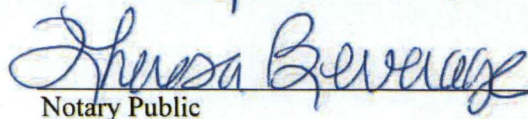
My Commission expires





Project H.E.A.R.T., Inc. Executive Director Chris Harden

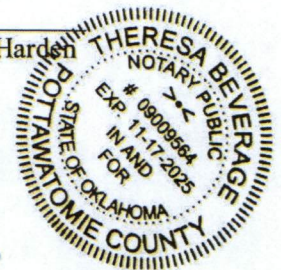
Subscribed and sworn to before me this 6th day of May, 2022.



Notary Public

My Commission expires:

11-17-2025



**EXTENSION OF
PROJECT H.E.A.R.T., INC.
LEASE AGREEMENT**

THIS EXTENSION AGREEMENT is made and entered into on this ____ day of _____, 2025 by and between the City of Stillwater, Oklahoma, a municipal corporation (hereinafter "Stillwater") and Project H.E.A.R.T., Inc. (hereinafter "Project H.E.A.R.T.").

WITNESSETH

WHEREAS, Stillwater and Project H.E.A.R.T. entered into a Lease Agreement on or about the 1st day of July, 2022; and

WHEREAS, Stillwater and Project H.E.A.R.T. intend to continue the contractual relationship established under said Agreement for an additional one-year term as provided for in said Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER AND PROJECT H.E.A.R.T. AGREE:

1. Term of Agreement. The parties agree to extend the terms and conditions of the Agreement for an additional one-year term beginning July 1, 2025 and ending June 30, 2026.

2. Rent. Project H.E.A.R.T. shall furnish to the City of Stillwater \$210.00 each month for utilities. Project H.E.A.R.T. will also furnish to the City of Stillwater \$693.00 each month for janitorial services.

3. Effect of Contract Provisions. All provisions contained within the Agreement dated July 1, 2022 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 Extension Agreement to be fully executed in triplicate, each copy of which shall constitute an original.

PROJECT H.E.A.R.T., INC.

Project H.E.A.R.T., Inc. Director or Board Chairman

(Print Name & Title)

Approved and executed this ____ day of _____, 2025.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

Attest:
(seal)

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

AGREEMENT
BETWEEN THE CITY OF STILLWATER
AND
PAYNE COUNTY YOUTH SERVICES, INCORPORATED

THIS AGREEMENT entered into on this 19th day of June, 2017, between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as "CITY" and Payne County Youth Services, Inc., hereinafter referred to as "PCYS".

WITNESSETH:

WHEREAS, CITY and PCYS recognize the need for the continued operation of a community center which will provide the necessary counseling, guidance and education for troubled adolescents and their parents or guardians, and to operate, care for, and maintain a youth shelter for temporary housing and board which shall be for the benefit and public good of all citizens of the City of Stillwater, Oklahoma; and

WHEREAS, CITY agrees to assist PCYS in the operation of said community center, it being a public purpose and in the best interest of the general public to do so.

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

I.

CITY shall pay to PCYS the total sum of FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00), said sum to be used for the public purposes set out herein.

II.

PCYS shall, provide and maintain room at the shelter and accept youth who are eligible for placement in the shelter who are delivered to the shelter by the Stillwater Police Department and shall provide a safe place at the shelter for Stillwater children in times of crisis and help prevent their exposure to possible violence in the family.

III.

All activities authorized by this Agreement will be performed in accordance with an approved work program, the approved budget, the grant conditions, and all relevant federal and state laws and regulations, as well as the Stillwater City Code.

IV.

PCYS agrees to submit to CITY such reports as may be required by all relevant federal and state laws and regulations, as well as the Stillwater City Code, including reports and receipts and expenditures, to include copies of all claims and project development.

PCYS also agrees to prepare and retain and permit CITY to inspect as CITY deems necessary the following records: All records pertaining to the present and planned projects of PCYS as well as all other records that may be required by relevant federal or state statutes and regulations, with the exception of confidential client information.

PCYS further agrees that CITY may carry out monitoring and evaluation of the PCYS'S employees and Board Members in such efforts.

V.

CITY may, from time to time, request changes in the scope of services to be performed by PCYS under this Agreement. Such changes, including any increase or decrease in the amount of PCYS'S compensation during the term of this Agreement which are mutually agreed upon by and between CITY and PCYS, must be incorporated in written amendments to this Agreement.

VI.

PCYS will perform all bookkeeping duties, including disbursements, in a manner acceptable to the City of Stillwater.

PCYS must pay its audit fee and the audit must be performed by an approved auditor.

The City's Auditor or designee shall be allowed to review compliance with the contractual terms related to the use of City funds at any time during the contract period and/or subsequent to the closing of the contract period.

VII.

The term of this Agreement shall commence on July 1, 2017 and shall end on June 30, 2018, unless terminated before said date as set forth herein.

VIII.

CITY, by giving reasonable written notice, specifying the effective date, may terminate this Agreement in whole or part for cause which will include:

1. Failure, for any reason, of PCYS to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with attached conditions, and such statutes or directives at any time;
2. Submission by PCYS to CITY of reports that are incorrect or incomplete in any material respect;

3. Ineffective or improper use of funds provided under this Agreement; and

In the event of any termination of all property and finished and/or unfinished documents, studies, and reports purchased or prepared by PCYS under the Agreement shall be disposed of according to relevant federal and state laws and regulations, as well as the Stillwater City Code, and PCYS shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement.

Notwithstanding the above, PCYS will not be relieved of liability to CITY for damages sustained by CITY by the virtue of any breach of the Agreement by PCYS and CITY may withhold any reimbursement to PCYS for the purpose of set-off until such time as the exact amount of the damage due CITY from PCYS is agreed upon or otherwise determined.

In the event of termination, PCYS shall refund to CITY a pro-rata portion of the monies paid hereunder in proportion to the amount of the fiscal year that has passed at the effective date of termination, provided, however, that PCYS shall not be entitled to retain any portion of monies paid hereunder that have not been expended for the purposes set forth in this Agreement.

IX.

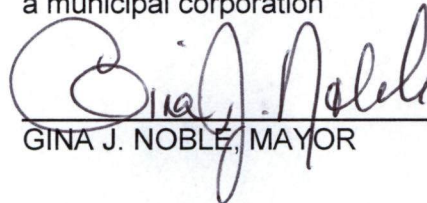
PCYS has full authority to hire and fire employees within bounds established by its personnel policies, and the employees of PCYS are not the agents, servants or employees of CITY.

X.

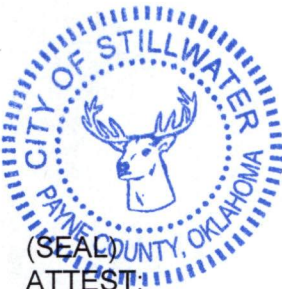
PCYS shall indemnify and hold harmless CITY and its governing board, officers and employees from all claims, expenses and liability, arising out of negligent acts, errors or omissions of PCYS and its employees, including claims made by employees of PCYS.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF STILLWATER, OKLAHOMA
a municipal corporation



GINA J. NOBLE, MAYOR





ELIZABETH CHRZ, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 19 DAY OF June, 2017.

[Signature]
JOHN E. DORMAN, CITY ATTORNEY



PAYNE COUNTY YOUTH SERVICES, INC.

[Signature]
President/Chairman

(SEAL)

ATTEST:

SECRETARY

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public, in and for said county and state, on this 27th day of June, 2017, personally appeared Blair Atkinson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Chairperson and acknowledged to me that she executed the same as her free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

[Signature]
Notary Public

My Commission Expires: 10/5/2020
My Commission Number: 04009062

ANDREA DRAIN-LANGSTON
Notary Public - State of Oklahoma
Commission #04009062
My Commission Expires October 05, 2020
Payne County

**EXTENSION OF AGREEMENT
PAYNE COUNTY YOUTH SERVICES**

THIS AGREEMENT is made and entered into on this 6 day of June, 2025 by and between CITY OF STILLWATER, OKLAHOMA, a municipal corporation, and PAYNE COUNTY YOUTH SERVICES, INC., an Oklahoma Not for Profit Corporation.

WITNESSETH

WHEREAS, City of Stillwater ("Stillwater") and Payne County Youth Services, Inc. ("PCYS") entered into a written Agreement on or about the 19th day of June 2017; and

WHEREAS, Stillwater and PCYS intend to continue the contractual relationship established under said Agreement for an additional one-year term through the execution of an extension agreement ("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 and PCYS agree to extend the Agreement dated June 19, 2017, for an additional one-year term beginning July 1, 2025 and ending June 30, 2026.
2. Compensation. Stillwater shall pay to PCYS the total sum of Fifteen Thousand Dollars and no/100 (\$15,000.00) for the extension period. Compensation shall be paid in full upon submission of an invoice on or after July 1, 2025.
3. Effect of Contract Provisions. All provisions contained within the Agreement dated June 19, 2017 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.

PAYNE COUNTY YOUTH SERVICES, INC.


By: President/Chair of Board

Attest:
(seal)


Secretary

State of Oklahoma)
) ss
County of Payne)

Subscribed and sworn to me before this 6 day of June, 2025
by Angela Pradia, President/Chair of Board, Payne County Youth Services,
Inc..



Britney Hardin
Notary Public

(seal)
My Commission Expires: 08/09/2028
My Commission Number: 24010003

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

(seal)
ATTEST:

Teresa Kadavy, City Clerk

**OPERATION/MAINTENANCE AGREEMENT
FOR
LAKESIDE MEMORIAL GOLF COURSE**

THIS AGREEMENT, entered into this 10th day of July, 2024 for the management and operation of Lakeside Memorial Golf Course between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as "Stillwater" and Henderson Golf Management, LLC, an Oklahoma Limited Liability Company, hereinafter referred to as "Henderson Golf".

WITNESSETH:

WHEREAS, the City of Stillwater is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Henderson Golf Management, LLC is a limited liability company established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Stillwater is the record owner of a parcel of land and buildings located at 5201 North Washington Street, Stillwater, Oklahoma commonly known as "Lakeside Memorial Golf Course" (hereinafter referred to as "Lakeside"); and

WHEREAS, it is the intention of Stillwater and Henderson Golf to enter into an agreement whereby Henderson Golf will operate and maintain Lakeside Memorial Golf Course.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, THE CITY OF STILLWATER AND HENDERSON GOLF DO HEREBY AGREE AS FOLLOWS:

**ARTICLE I
SCOPE, POSSESSION, TERM, DEBT LIMITATION**

1.1 SCOPE – OPERATION & MAINTENANCE

Henderson Golf shall operate and maintain Lakeside in accordance with the terms and conditions set forth in this Agreement and any executed amendment thereto.

1.2 POSSESSION

Stillwater shall deliver possession of Lakeside, including the clubhouse, a residential structure, and all out buildings to Henderson Golf. Henderson Golf shall have the right to utilize said facilities and equipment to execute its obligations set forth in this Agreement during the term thereof. Henderson Golf acknowledges that this Agreement is not a lease and that its right to possession and use of said facilities is limited by the terms of this Agreement.

1.3 TERM

This Agreement shall commence on September 1, 2024 and expire on June 30, 2025 unless earlier terminated as set forth herein. This Agreement may be extended for two (2) additional one-year terms by written agreement of the parties prior to expiration of the then current term. Each additional term shall correspond with Stillwater's fiscal calendar year as follows:

Optional Extension Year Two Term: July 1, 2025 through June 30, 2026

Optional Extension Year Three Term: July 1, 2026 through June 30, 2027

Any option to extend this Agreement must be made in writing and signed by the City of Stillwater.

1.4 DEBT LIMITATION

Henderson Golf acknowledges that any monetary obligation assumed by Stillwater after June 30, 2025 is subject to the debt limitation(s) set forth in the Oklahoma Constitution. Henderson Golf acknowledges that this Agreement extends beyond one or more fiscal years and pursuant to constitutional debt limitations there is no guarantee that funding will be available to service this agreement after June 30, 2025. In the event that no appropriation is made that is sufficient to service this agreement, then this agreement shall be null and void. The City of Stillwater shall notify Henderson Golf in writing of any such non-allocation of funds at the earliest possible date.

ARTICLE II OPERATION OF LAKESIDE BY HENDERSON GOLF

2.1 NAMING & LOGO

The name and logo of Lakeside shall remain unchanged. The official name of Lakeside shall continue to be **Lakeside Memorial Golf Course**. Nothing in this Agreement shall be construed as creating or assigning any naming rights or logo design rights to Henderson Golf. However, Henderson Golf may at its option choose to add language to promotional and informational materials to indicate or announce that the course is "**operated by Henderson Golf**". Any proposals by Henderson Golf to add such language are subject to the prior written approval of the Stillwater City Manager and if approved, added language shall appear in publications and materials below the official name of the golf course and in a type and size smaller than the official name of the golf course.

2.2 UTILITIES

Henderson Golf is solely responsible for all utilities, including but not limited to water, gas, and electricity, necessary to operate Lakeside on a daily basis. Provided however that Stillwater shall provide supplemental water to Henderson Golf in times of drought as set forth in Paragraph 3.3 of this Agreement.

2.3 TELEPHONE & INFORMATION TECHNOLOGY ("IT")

Stillwater shall continue to provide at no expense to Henderson Golf the current telephone and IT systems that are in place at Lakeside. Telephone and IT are to be used by Henderson Golf solely for matters necessary to the operation of Lakeside. Stillwater reserves the right to revoke these services if it at any time it deems that telephone and/or IT are being used for any purpose other than those specifically provided for herein. A schedule of telephone and IT equipment provided for Henderson Golf's use pursuant to this Agreement is attached as Exhibit A. The equipment in this paragraph is provided for Henderson Golf's use in operation of Lakeside only and nothing in this paragraph shall be construed as a transfer of ownership or title.

2.4 SECURITY

Henderson Golf is solely responsible for security at Lakeside including any costs thereof. Henderson Golf shall provide sufficient lighting and security personnel during off-hours. Henderson Golf may designate an authorized representative to reside in the residential structure located on Lakeside property in order to meet the security personnel requirement.

□

2.5 GOLF RATES, FEES, & SPECIALS

Henderson Golf shall in collaboration with Stillwater City Manager set the rates and fees for all activities and services at Lakeside. All rates and fees charged shall be consistent with those rates and fees charged by other municipal golf courses in Oklahoma. In establishing rates and fees, Henderson Golf may also take into consideration the rates and fees being charged by other golf courses in Stillwater, Oklahoma. A schedule of base and/or seasonal rates and fees shall be created once approved by both parties.

Henderson Golf may at its discretion offer specials, discounts, or coupons to various groups in order to increase rounds of golf played at Lakeside provided that any specials shall be offered and executed in a non-discriminatory manner.

2.6 MARKETING & PROMOTIONS

Henderson Golf shall be responsible for marketing and promotion of Lakeside through various media sources including but not limited to the official website, email, social media, and print media. The official website for Lakeside shall continue to be www.stillwatergolf.org. Henderson Golf shall submit updates and content recommendations for the official website to Stillwater for approval and publishing.

2.7 GOLF PROGRAMMING

Henderson Golf shall provide at a minimum golf programming as follows: junior or youth golf programs, tournaments, golf pro instruction, player development programs and instruction, league play, and management of daily play.

2.8 GOLF SCHOLARSHIP PROGRAM

Henderson Golf shall continue the Golf Scholarship Program that is currently in place at Lakeside. Henderson Golf shall identify recipients and offer scholarships to increase access to golf programs by underprivileged and low-income youth or junior golfers.

2.9 STILLWATER PUBLIC SCHOOL GOLF PROGRAMS

Henderson Golf shall continue to work in collaboration with Stillwater and Stillwater public schools to offer Lakeside facility and course privileges to Stillwater public school golf teams.

2.10 PRO-SHOP SALES

Henderson Golf shall be solely responsible for operation of the pro-shop during the term of this Agreement including but not limited to pricing, ordering inventory, retail sales and sales tax compliance. Henderson Golf is required to comply with all relevant state laws and city ordinances in operation of the pro-shop. Henderson Golf shall provide Stillwater a copy of its valid Oklahoma sales tax permit.

2.11 CLUBHOUSE FOOD & BEVERAGE

Henderson Golf shall be solely responsible for clubhouse food and beverage operations during the term of this Agreement including but not limited to pricing, ordering inventory, sales and sales tax compliance. Henderson Golf is solely responsible for all expenses related to Clubhouse food and beverage. Stillwater shall have no financial obligation for food and beverage orders or purchases during the term of this Agreement. Henderson Golf is required to comply with all relevant state laws and city ordinances in connection with clubhouse food and beverage operations. Henderson Golf shall provide Stillwater a copy of its valid Oklahoma sales tax permit and Payne County health inspection report.

Henderson Golf may at its option explore opportunities to expand the current food and beverage offerings at Lakeside. Any proposals to expand food and beverage services offered including but not limited to the option to offer a full-service bar including high point beer and/or liquor requires prior written approval of Stillwater.

Henderson Golf may contract with third-parties to offer clubhouse food and beverage services. Contracts with third-parties are subject to the prior written approval of Stillwater.

2.12 LICENSING & PERMIT COMPLIANCE

Henderson Golf shall at its own expense secure all necessary licensing and permitting required to operate Lakeside and all of its facilities and ancillary activities such as retail, food and beverage, and beer and alcohol sales. All required permits and licensing shall be in place and effective as of September 1, 2024.

2.13 TRACKING OF LAKESIDE STATISTICS

Henderson Golf shall track statistics including but not limited to rounds of golf played, tournament and league participation, and demographic data. Henderson Golf shall provide this information to Stillwater upon request.

ARTICLE III
MAINTENANCE OF LAKESIDE BY HENDERSON GOLF

For purposes of this Article "Facilities" shall mean any buildings or other city-owned structures or assets. "Golf Course" shall mean the grounds where the game of golf is played, comprised of a series of holes, each consisting of a teeing ground, a fairway, the rough and other hazards, and a green with a flagstick and hole.

3.1 FACILITIES MAINTENANCE

Henderson Golf shall maintain Lakeside facilities during the term of this Agreement at a high level and in a manner that Lakeside is returned in the same or better condition as it was as of the commencement of this Agreement. Henderson Golf shall be responsible for all regular custodial cleaning of all Lakeside facilities.

Henderson Golf shall be responsible for routine maintenance items including but not limited to painting, light bulb replacement as needed, and minor plumbing issues (e.g. clogged pipes)

Stillwater shall be responsible for major repairs of city-owned buildings and assets including repairs of structural or roof issues on buildings, any major plumbing and electrical issues requiring installation and/or re-routing of pipes or wiring, and any major appliance repairs or replacement. Major repairs shall be defined as required repairs costing more than \$1,500.

3.2 GOLF COURSE MAINTENANCE

Henderson Golf shall maintain Lakeside grounds during the term of this Agreement at a high level and in a manner that Lakeside is returned in the same or better condition as it was as of the commencement of this Agreement.

Acknowledgement of Present Condition of the Golf Course

The parties to this Agreement understand and acknowledge that Stillwater has a significant investment and interest in maintaining the present condition of the golf course. The parties to this Agreement have inspected and assessed the present condition of Lakeside golf course. Henderson Golf acknowledges and warrants that it has inspected the present condition of the course and understands that it is responsible for returning the golf course grounds in the same or better condition at the end of the term of this Agreement.

Maintenance Requirements

Henderson Golf shall maintain the golf course in accordance with Exhibit D. Henderson Golf shall ensure the golf course is maintained at a high level at all times to ensure safe playing conditions and that the present condition of the course remains or improves.

GCSAA Class "A" Superintendent Required

Henderson Golf shall employ a Superintendent who shall professionally manage all aspects of caring for the turfgrass and all landscaped grounds of the golf course. The superintendent shall be a member of the Golf Course Superintendents Association of America (GCSAA) and shall hold a valid and current Class "A" designation.

3.3 WATER

Henderson shall pay for all water used in maintenance and operation of the golf course grounds. Stillwater shall provide supplemental water at no additional cost to Henderson Golf during times of drought. For purposes of this Agreement, it will be deemed to be a "drought" when the holding pond water level drops below the effective level of the intake for the irrigation pumps.

ARTICLE IV COMPENSATION

4.1 COMPENSATION

Stillwater shall pay Henderson Golf an annual sum of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) for operation and maintenance of Lakeside. Stillwater shall pay this amount in monthly payments in the amount of Ten Thousand and no/100 Dollars (\$10,000.00) payable to Henderson Golf Management, LLC. This paragraph is expressly subject to the debt limitation(s) set forth in the Oklahoma Constitution as set forth in Paragraph 14 of the Agreement.

4.2 REPORTING

Henderson Golf shall submit an annual financial report to the City Council during a regular City Council Meeting on a form mutually agreed upon and approved by City Council no later than December 31, 2024. Said annual report shall be due on or before December 31, 2024, or December 31 of any exercised optional extension term, and shall, at minimum, contain the following details:

- a. Operating expenses;
- b. Revenue;
- c. Capital improvement expenditures and end of fiscal year balance in the capital improvement fund;
- d. Participant involvement;
- e. Problem resolution; and
- f. Goals for next fiscal year

4.3 REVENUE SHARING

Henderson Golf shall pay Stillwater a percentage of the revenues earned for operation of Lakeside based on Table 4.2A below. Revenue sharing applies for each year in which Henderson Golf's gross revenue exceeds \$900,000. This includes all gross revenues earned for operation of the golf course, clubhouse, pro shop, food and beverage, and any professional services rendered in connection with this Agreement. Henderson Golf shall retain all accounting records related to the operation of Lakeside for the duration of this Agreement and Stillwater shall have the right to audit such records at any time pursuant to Paragraph 5.2. The revenue sharing provided for under this provision shall be distributed on an annual basis prior to the end of the fiscal year.

TABLE 4.2A
REVENUE SHARING

Gross Annual Revenue	Percentage of Revenue due to City of Stillwater
\$900,001 – \$1,000,000	3%
\$1,000,001 – \$1,250,000	5%
\$1,250,001 and above	10%

4.4 NO MINIMUM REVENUE GUARANTEE

Henderson Golf acknowledges and understands that there is no minimum revenue guarantee for the operation and maintenance of Lakeside. Stillwater shall have no obligation under any circumstance to make any payments to Henderson Golf above and beyond what is provided for here in Article IV.

ARTICLE V GENERAL PROVISIONS

5.1 PERSONNEL

Henderson Golf shall provide all administrative, instructional, and custodial personnel necessary to provide the programs authorized under this agreement. Said personnel shall be under the exclusive direction and control of Henderson Golf, and shall not be considered employees or agents of Stillwater under any circumstance. Any and all volunteers participating in programs authorized by this agreement shall likewise be considered under the exclusive direction and control of Henderson Golf and not employees or agents of Stillwater under any circumstance. Henderson Golf shall conduct an extensive pre-employment criminal background investigation of all personnel and volunteers. Said background investigation process shall be subject to periodic review and approval by the City Manager. Henderson Golf shall be an equal opportunity employer and shall not discriminate on the basis of race, color, religion, sex, national origin, age, marital or veteran's status, political affiliation, handicapped status, or any other legally protected status.

5.2 AUDIT, PUBLIC DISCLOSURE LAW COMPLIANCE

Stillwater shall have the right to audit all financial records kept by Henderson Golf pertaining to the operation of Lakeside upon written notice. Henderson Golf shall make said records available for audit purposes as authorized herein within a reasonable time of receipt of such request. Henderson Golf acknowledges that Lakeside is a public facility and that the records thereof are subject to public disclosure in accordance with the Oklahoma Open Records Act, 51 O.S. 24.A.1, *et seq.* Should Henderson Golf elect to hold public forums or organize a board or committee to advise on programming or operations, said gathering or entity shall be conducted in accordance with the Oklahoma Open Meetings Act, 25 O.S. §301, *et seq.*

5.3 ENTRY

Stillwater shall have the right to enter Lakeside at any time, after reasonable notice to Henderson Golf, for purposes of inspection, maintenance, repair, or to make alterations. In emergency situations right of entry is immediate.

5.4 INSURANCE & INDEMNITY

Henderson Golf shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*, and shall name the City of Stillwater, its officers, employees, and agents, as additional insured in such amounts, during the term of this agreement.

Henderson Golf further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional act or negligence of Henderson Golf officers, employees or agents while conducting operations authorized herein in or upon the premises, facilities, or buildings during the term of this agreement.

In addition to the foregoing, Henderson Golf shall maintain Workers' Compensation insurance in the statutory amounts.

Henderson Golf shall provide proof of all insurance coverage mandated by this agreement to the City Manager before entering onto Lakeside under this Agreement and shall thereafter provide such proof to the City Manager during the term of this agreement upon request.

STILLWATER DOES NOT PROVIDE ANY INSURANCE COVERAGE TO OR ON BEHALF OF

HENDERSON GOLF UNDER THIS AGREEMENT AND SHALL NOT BE LIABLE TO HENDERSON GOLF OR ANY THIRD PARTY FOR LOSS OR DAMAGE RESULTING FROM ANY ACTIVITY UNDER THIS AGREEMENT.

5.5 SIGNS

Henderson Golf shall not affix nor otherwise place any sign on the exterior portion of the premises and/or buildings without first obtaining written consent from Stillwater. Stillwater may refuse consent to any proposed signage that is in Stillwater's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the premises and building. Henderson Golf shall repair all damage to the premises and building resulting from the attachment or removal of signs installed by Henderson Golf. Nothing in this provision shall be construed to prohibit Henderson Golf from utilizing existing signage and banner locations and altering the text and or symbols thereon as long as such alterations are specifically for the purposes as set forth herein.

5.6 DEFAULT

In the event Henderson Golf should default in the performance of any obligation hereunder on its part to be performed, Stillwater agrees to give Henderson Golf fifteen (15) days notice in writing of such default. Upon receipt of written notice of such default, Henderson Golf will work with Stillwater in good faith to correct issues that have caused said default and Henderson Golf shall have a period of thirty (30) days to take appropriate corrective action(s). In the event Henderson Golf shall fail to cure any default within the time allowed under this paragraph, Stillwater may terminate this agreement as set forth in Section 5.12 herein below, and if possession of the building and premises are not surrendered, Stillwater may enter said premises and remove Henderson Golf from possession thereof. Stillwater shall have, in addition to the remedies herein provided, any other right or remedy available to Stillwater on account of any Henderson Golf default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

5.7 ASSIGNMENT OR SUBLEASE

Henderson Golf may not assign this Agreement or sublet any portion of Lakeside, or grant any concession or license within Lakeside, without the prior written consent of the Stillwater. Any such assignment or subletting without such written consent shall be void, and Stillwater shall have the option in such event to terminate this Agreement.

5.8 NOTICE

Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Stillwater: City Clerk/ City of Stillwater
723 South Lewis/P.O. Box 1449
Stillwater, Oklahoma 74076

Henderson Golf: Henderson Golf Management, LLC
4001 Fairfax Drive
Edmond, OK 73034

5.9 WAIVER

No waiver of any default of Stillwater or Henderson Golf hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Stillwater or Henderson Golf shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

5.10 HEADINGS

The headings used in this agreement are for the convenience of the parties only and shall not be considered in interpreting the meaning of any provision thereof.

5.11 GOVERNING LAW

5.12 TERMINATION

This agreement is expressly terminable by either party providing sixty (60) days written notice to the other.

5.13 EMERGENCY ENTRY

The Stillwater City Manager shall have the right to enter the premises and assume operational control of Lakeside without notice at any time the City Manager deems Lakeside facilities or golf course grounds have been damaged or are in imminent danger of being damaged or destroyed, irrespective of what or who caused the damage or imminent danger of damage.

5.14 NON-DISCRIMINATION

Henderson Golf shall manage its operations in accordance with all federal and state anti-discrimination statutes and laws and shall not deny access to any person based on race, ethnicity, national origin, gender, familial status, age, disability or any other protected status.

5.15 SURRENDER OF THE PREMISES

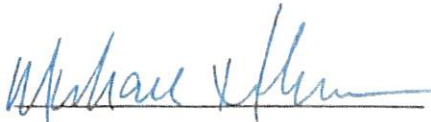
At the expiration of the Term of the Agreement or other termination of this Agreement, Henderson Golf shall quit and surrender the premises and any city-owned assets in as good a state and condition as at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted. Any equipment that Henderson Golf purchased during the term of this Agreement for Lakeside may be removed at the option of Henderson Golf.

5.16 FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Stillwater and Henderson Golf.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HENDERSON GOLF MANAGEMENT, LLC



By: Michael Henderson, Managing Member

State of Oklahoma)

) ss

County of Oklahoma)

Subscribed and sworn to me before this 10th day of July, 2024 by



Notary Public

(seal)

My Commission Expires: 15 Sept 2026
My Commission Number: 22012526

□

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation



William H. Joyce
William H. Joyce, Mayor

Teresa Kadavy
Teresa Kadavy, City Clerk

Approved as to form and content this 5 day of Aug, 2024

Kimberly Camley
Kimberly Camley, City Attorney

OPERATION/MAINTENANCE AGREEMENT
CITY OF STILLWATER LAKESIDE MUNICIPAL GOLF COURSE

EXHIBIT LIST

August 25, 2017

EXHIBIT	DESCRIPTION
A	Schedule of telephone and IT equipment
B	Pro-Shop Sales Inventory (February 1, 2017)
C	Clubhouse Food & Beverage Inventory (February 1, 2017)
D	Golf Course Maintenance Requirements
E	Grounds Equipment & Golf Carts
F	Maintenance Parts & Materials Inventory

EXHIBIT A

Henderson Golf may make the use of the following City of Stillwater IT equipment located at the golf course during the term of this agreement:

- (8) Dell Optiplex 7010 PC's
- (1) Dell Dimension 3100 PC
- (1) Toro Irrigation Custom Computer (City may be keeping / maintaining)
- (2) 17" POS Touchscreen LCD Monitors
- (6) 22" Dell Widescreen LCD Monitors
- (1) 19" Dell LCD Monitor
- (1) 15" Dell LCD Monitor
- (1) 24" Viewsonic Widescreen LCD Monitor (On Toro system – City may keep / maintain)
- (1) HP Black & White Laser Printer
- (1) HP Color Laser Printer
- (2) Receipt printers
- (2) barcode readers
- (2) Cash drawers
- (2) Dell 2824 Switches
- (1) Netgear 5-port 10/100 switch

The City of Stillwater will remove and retain the following IT equipment:

- (1) Cisco 2960S switch
- (1) NetVanta 3200 T1 Router
- (1) Eaton 5px1500rt UPS
- (5) Cisco 6941 VOIP phone sets
- (1) Cisco 8945 VOIP phone

EXHIBIT B

This page intentionally left blank. Exhibit B will be inserted upon completion of final inventory in February, 2018.

EXHIBIT C

This page intentionally left blank. Exhibit C will be inserted upon completion of final inventory in February, 2018.

Exhibit D

1. IRRIGATION – EQUIPMENT REQUIRED TO IRRIGATE ALL AREAS OF THE GOLF COURSE AND THE CLUBHOUSE GROUNDS

Scheduling - The entire Golf Course shall be irrigated as necessary in quantity and frequency consistent with seasonal requirements in order to support proper and vigorous growth of the turf. Additional hand watering shall be done to insure proper moisture levels of greens. The use of a hand held moisture meter is required while watering greens. Watering shall be done at night or other appropriate times so as not to interfere with golf play. Irrigation coverage shall be reviewed daily.

Maintenance - Vendor shall be responsible for the repair and/or replacement of all heads, wiring, electronics, computer systems, sensors, pumps, and pipe as needed to maintain the proper operation of the entire Golf Course irrigation system (including greens, tees, fairways, roughs, planters, flower beds, etc.) on an on-going basis. All replacement parts must meet or exceed original equipment installed. All repairs shall be approved by the City prior to any repair work. Any damage caused to the irrigation system including pumping station and control components, utilities, or structures, by the Vendor, shall be replaced or repaired at no expense to the City. All excavations shall be cordoned off to protect the public and filled in within 48 hours or less. At no time shall excavations be left open and unattended without proper barricades.

Duration - Irrigation maintenance includes system startup and proper winterization of irrigation system and pump house for the irrigation system on the Golf Course. Any damage incurred to the irrigation system, pump house components or related items through the improper winterization, improper maintenance or negligence of the Vendor will be replaced by the Vendor with original manufactured equipment and calibrated by an approved qualified technician at no additional expense to the City. All equipment shall be maintained in and in working condition within two (2) weeks of needed repair unless otherwise approved by the City. All repairs shall be brought to the attention of the City. Any third party vendors needed to repair components must first receive approval and provide the proper insurance before beginning work.

The Vendor shall be responsible for spring start-up and fall winterization of the entire system.

Trimming - Bi-monthly edging and trimming shall take place on all irrigation heads, isolation valves, splice boxes, and quick couplers.

Drainage Systems - All existing drain lines and fixtures should be maintained in working order at all times. Drain line risers are edged and trimmed monthly.

2. MISCELLANEOUS ITEMS

FENCES - Necessary repairs or replacement of all fences, gates and locking devices needed for the protection of the Golf Courses or equipment should be done immediately. All components shall meet or exceed current material specifications.

WET LANDS - Vendor shall clean all surface drains and culverts in wetland areas and throughout the Golf Course. All drainage structures must be kept free of debris at all times.

3. ENVIRONMENTAL COMPLIANCE AND RECORDKEEPING

Environmental Compliance / Sustainability Program - The Vendor shall comply with all City, local, State and Federal laws, regulations, policies and programs. City emergency pollution response procedures or equal must be adopted and followed. The Vendor is required to participate in the City's environmental compliance and Phase II Storm Water Management programs. Any costs associated with the proper disposal of environmental waste will be the responsibility of the Vendor.

Access to all facilities must be made available for environmental audit and review by City staff. Any environmental occurrence must be reported to the City immediately and/or as required by state and federal law.

The Vendor shall be responsible for maintaining all required licenses, certifications (i.e.: certified pesticide application), permits or other requirements for proper operation and maintenance of the Golf Course.

The City is actively involved in a sustainability program with the intent of reducing the negative environmental impact of golf maintenance and operations. The Vendor will be requested to cooperate with these existing programs.

Record Keeping & Reporting - The Vendor shall keep records of all maintenance practices on the Golf Course in such a fashion that the City can, at any time, audit records to determine that the terms of the contract are met, including but not limited to, pesticide application logs, fertilization applications, water use, hazardous and non-hazardous waste removal documents, fuel delivery and use, or others as requested.

4. MOWING

Greens, practice putting greens, and turf nursery shall be mowed seven (7) days per week during the active growing season by triplex type greens mowers. Frequency and height of cut should be 0.110" to 0.135" but may be modified, with prior approval by the City, as deemed necessary April through October. Early spring and end of season greens may be mowed as needed with height of cut not to exceed 0.145. The practice of alternate mowing patterns must be followed. Greens shall be mowed before daily course play begins.

Collars and aprons shall be mowed at least three (3) times per week during the active growing season, less during periods of dormancy. Collars and aprons height of cut shall be between 0.450 and 0.5 inches and shall be mowed with triplex greens mowers..

All tee areas shall be mowed with triplex greens mowers (alternating patterns) and grass clippings collected from the playing surface every other day, during the active growing season and less often during period of reduced growth. Height of cut shall be .450 to 0.5".

Fairways shall be mowed a minimum of three (3) times per week during the active growing season. Fairways are maintained at a height of 0.5" during the spring months and 0.75" on or about Labor Day.

Rough areas shall be mowed a minimum of twice one (2) time per week during the active growing season and less frequent during periods of slow growth. Roughs shall be maintained at a height of 2.0" during the growing season.

5. FERTILIZING

Types and analysis of fertilizers to be applied to greens, practice putting green(s), and turf nursery shall be determined from the results of soil nutrient testing and growing conditions. Approximately five (5) pounds of actual nitrogen per 1000 sq. ft. may be applied during the growing season. In general, greens shall be fertilized monthly with #1/2 lb. of N&K/1,000 sq. ft. (March through October) with a slow release fertilizer. Additional foliar application of 0.1 lb. N/1,000 sq. ft. shall be applied bi-weekly (March-April-May-Sept-Oct). Weekly foliar applications of 0.1 lb. N/1,000 sq. ft. June, July and August may also be applied. The application of micro nutrients shall be dictated by soil analysis results and recommendations. Applications of potassium are 5-7 pounds annually.

All tee areas shall be fertilized a minimum of three (4) times per year using a 1 to 1 N to K ratio applied at one and one-quarter (1-¼) lb. of Nitrogen per 1,000 sq. ft. The application of micro nutrients shall be dictated by soil analysis results and recommendations.

All fairways shall be fertilized a minimum of two (2) times per year with a 1 to 1 N to K fertilizer at an annual rate of 5.0 lbs. OF N&K/1,000 sq. ft. The application of micro nutrients shall be dictated by soil analysis results and recommendations.

Roughs between fairway and cart path and 40 ft. opposite side shall be fertilized at same rate as fairways.

6. AERIFICATION

Core aerify all greens, practice putting green(s) and turf nursery two times per year during the growing season. Remove cores; apply topdressing with 100% angular sand and drag until holes are completely filled. Spot topdressing may be applied to repair damage from ball marks or any other damage. Light topdressing may be done in conjunction with verticutting during the growing season. This shall be carried out with a minimum of interference with course play and with prior approval by the City.

Dry-jacking greens annually or deep tine aerify with using one-half inch (½") tines, with 2 X 2 spacing to an 8" to 10" depth in early spring. Application shall be done with an approved topdressing spreader. This shall be carried out with a minimum of interference with course play and with prior approval by the City.

At a minimum, all tee areas are to be aerified once per year using 5/8" hollow tines at 2 X 2 spacing or use of an Aerway spiker once a year. An increased frequency of aerification may be required to promote turf health, using the appropriate equipment.

All fairways and rough shall be aerified one (1) time per year. Use of an Aerway spiker is allowed working compacted areas 2 times. If hollow tines are used cores are to be chopped, dragged, and tufts blown. Spot aerification may be done any time to relieve compaction. This shall be carried out with a minimum of interference to course play and with prior approval by the City.

7. TOPDRESSING

Topdressing specification and subsequent samples of the sand for greens, practice putting greens and nurseries shall be provided to the City for approval prior to application. .

All tee areas shall be and top dressed monthly during the growing season with an approved as needed to recover divots.

8. WEED CONTROL

All greens, practice putting green(s) and turf nursery are maintained free of foreign grasses and weeds for a smooth playable surface. This will be achieved through both pre and post-emergence chemical applications. Applications will be done in a timely manner to minimize damage to course playability

All tee areas, fairways, and rough shall be kept free of weeds and undesirable grasses by the proper application of herbicides. Spot treatments with contact herbicide shall be performed as needed.

All planters, perennial or annual flower beds, perennial grass beds and landscaped beds shall be maintained and free of weeds and unwanted grasses whether by mechanical or chemical means. Adequate amounts (3" min.) of wood mulch should be maintained in beds at all times to prevent weed and grass infestation and maintain aesthetics

9. CHEMICALS AND PESTICIDES

This section applies to all Golf Course grounds including the maintenance of greens, tees, fairways, roughs, and right away.

All chemical and pesticide applications shall be made during the very early morning hours when golfers are not present.

Pesticide and chemicals shall be applied in accordance with all applicable laws and regulations, during proper weather conditions, and with all notifications and postings

The Vendor shall not use chemicals that require a special permit unless otherwise approved by the City.

10. INSECTICIDES

All greens, practice putting green(s) and turf nursery shall be treated on a preventative basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications

Applications on tee areas shall be carried out on a preventive basis for white grubs. An IPM (Integrated Pest Management) program will govern rates and timing of applications.

All fairways are to be treated on a preventative basis for white grubs. An IPM (Integrated Pest Management) program will govern rates and timing of applications

Applications on roughs shall be carried out on a curative "as needed" basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications.

11. FUNGICIDES

A preventative fungicide program with a minimum of 11 applications during the season and a minimum of 4 additional applications for the prevention of Take-all Patch and Fairy Ring shall be instituted on all greens, for prevention of all applicable diseases associated with bentgrass surfaces. An IPM (integrated Pest Management) program will govern rates and timing of applications.

Applications on tees, fairways, and roughs shall be carried out on a curative "as needed" basis. An IPM (Integrated Pest Management) program will govern rates and timing of applications.

12. GREENS

Cup Locations - Change cup locations on all greens and practice putting greens every day during the active season. Cup locations are moved at least twenty feet from the previous placement. Vendor must use hole target rings to help maintain a clean cup edge.

Grain Control - Verticutting shall be done a minimum of two (2) times from April to May and again at least two (2) times from September to October and shall be coordinated to compliment aerification and topdressing schedules. Combing and brushing may also be done.

Repair - Repair ball marks daily. Divots or any other damaged turf on all greens and practice putting greens should be repaired immediately.

Proper moisture levels shall be maintained with use of a moisture meter. Hand watering during the day shall be used to spot water greens as needed.

Bermuda grass encroachment should be managed around edges of bent grass greens.

Growth regulators should be used on a regular schedule throughout the growing season.

13. TEES – ALL AREAS USED FOR TEEING SURFACE

Set-up - Tee markers and all tee equipment shall be moved daily for proper teeing and to control turf wear. All tee and fairway yardage markers and GAM markers shall be trimmed monthly. Move green and tee markers to preserve hole yardage integrity.

14. FAIRWAYS, TEES, DRIVING RANGE TEE, and COLLARS

A minimum of four applications of primo max or similar growth regulator with 1/10 lb of N and 15 lbs per acre of a ferrous sulfate product shall be applied to the fairways, tees and collars during the growing season.

Driving range tee box shall be over seeded in fall with perennial at a rate of 600 lbs per acre with a minimum of 1 lb of N-P-K in fall.

Driving range shall be top-dressed on a three week interval to smooth teeing surface during growing season.

15. SAND BUNKERS

Maintenance - All sand bunkers (bunkers) shall be raked a minimum of four (4) times per week, edged and trimmed monthly, and sand added as needed to maintain a semi-soft dry smooth condition. Bunkers shall be maintained free of weeds, grasses and debris. Care shall be taken to maintain the design outline of the bunker to insure the integrity of the bunker shape. If integrity cannot be maintained the edges shall be rebuilt to the original design.

Depth - The depth of sand shall be checked on a regular basis and shall be an average depth of six inches (6") of soft, playable sand at all times.

Materials - Sand used to construct new and/or replenish existing bunkers shall meet the specifications of the City.

16. BERMUDA GRASS CHIPPING GREEN

Bermuda grass chipping green shall be aerified 3 times per year with ½ inch tines on a two (2) x two (2) inch spacing. Plugs shall be removed and top dressed with same sand used on greens.

Green shall be sprayed on same program as bentgrass greens. Additional granular fertilizer should be applied in the amount of 5lb N and K per season.

Green shall be managed similar to bentgrass greens when topdressing, and verticutting.

Mowing height shall be raised at Labor day to .175 and remain at that height until March 15.

17. PLANTERS, FLOWER BEDS AND LANDSCAPES

Trimming - The plant material (trees, shrubbery, perennial plants, flowers and ground covers) in planters, landscaped beds shall be trimmed for appearance and protected from wind, insect damage, and disease as needed or determined by the City.

New Trees - All trees planted within the twenty-four (24) month period previous to the commencement of this contract shall be maintained in good health by the Vendor. Trees shall be trimmed to improve appearance and to remove dying or dead branches. As directed by the City and as needed due to weather conditions, owner supplied water bags shall be reinstalled around the base of trees and filled with water for the remainder of the growing season. With City approval, guy wires and stakes shall be removed from those trees of sufficient size and establishment to be able to stand unassisted.

Mulch - Trees shall be mulched in accordance with the current practice by the City. Mulched areas around the base of trees shall be maintained at an adequate level (min. 3") and shall be kept free of weeds, unwanted grasses and litter.

Pruning - All ornamental trees are pruned for protection from wind and pests as well as for appearance. Large trees will be trimmed as needed to protect the public from injury or prevent damage to park facilities. Once identified by the City as a hazardous, all dangerous trees or limbs are to be removed promptly for public safety. All pruning, trimming or cutting will be done to International Society of Arboriculture standards. Unless damaged, no trees are to be removed without prior approval of the City.

Watering - All trees are watered as necessary to provide adequate moisture for proper growth.

18. GENERAL

Large area mowers should not be used within one foot of the trunk of all trees.

Girdling- Damage from string-line trimmers will not be tolerated. If the health of a tree is compromised as a result of Vendor's maintenance practices, it will be replaced as negotiated by the Owner.

Litter Control - Policing for debris and overall appearance of the Golf Course shall be done on a regular basis for the removal of litter (paper, leaves, cans, bottles, branches, etc.)

Weed eating- Creeks and all buildings and areas mowers cannot mow shall be weed eaten on a three week rotation during the growing season.

Cart path edging- Cart path edges shall be edged on a three week rotation during the growing season.

Clubhouse grounds- Clubhouse grounds including flower beds shall be mowed, edged and trimmed weekly during the mowing season.

Leaves shall be mulched and blown away during the fall months on greens, tees, and fairways during the fall months.

Fescue areas under trees shall be over seeded with a blend of turf type fescue and bluegrass blend in fall and spring with proper starter fertilizer.

Trees shall be removed from dam as required by NRCS.

Bent grass nursery shall be maintained for repairs to greens.

Right away along Richmond and Washington Street shall be mowed one a week during growing season.

Property consists of a total of 160 acres. It contains the following:

- 19 - SR1020 creeping bent grass greens- 120,000 square feet
- 1- 007 creeping bentgrass nursery- 5,000 square feet
- 1- Bermuda grass chipping green- 7,500 square feet
- 25 Acres of fairways, tees, and collars
- 100 Acres of rough and right away.

The Vendor shall employ a GCSAA Superintendent member (Superintendent) who shall hold a valid and current Class "A" DESIGNATION from the Golf Course Superintendents' Association of America (GCSAA).

Exhibit E



JOHN DEERE

P&K Equipment Inc

604 Eastgate
Stillwater, OK 74074
405.743.4050

Fax: 405.743.4089

Cell: 405.747.0621

June 27, 2017

Mike Buxton

405-614-3077

cwbymkb@gmail.com

Dear Mike,

Following is a listing of the equipment quotes that you requested. These are values that a buyer would purchase this equipment for.

➤ E Gator	W0E4X2E001108		\$200
➤ E Gator	W0E4X2E001572		\$200
➤ Turf Gator	W00TURF019199		\$750
➤ Turf Gator	W00TURF019125	(on blocks)	\$100
➤ Turf Gator	W00TURF019196		\$750
➤ 2500	TC250AG010467		\$200
➤ 2500	TC2500G015194		\$200
➤ 2500	TC250AG010476		\$200
➤ 2500	TC2500G011300	(on blocks)	\$200
➤ 2500	TC250AG010462		\$200
➤ (3) standard 11 blade reels			\$50
➤ (3) thatchaway reels			\$50
➤ (3) standard verticut reels			\$50
➤ 3235	TC3235T040204		\$750
➤ 3235	TC3235T040194		\$750
➤ 2030	VG2030A030127	(on blocks)	\$250
➤ 2030	TC2030A035388	(on blocks)	\$250
➤ 2030	TC2030A035389		\$1,000
➤ HD200			\$500
➤ 4400	LV3300H442030		\$2,000
➤ 4610	LV4610P265706		\$3,000
➤ 1200A	TC1200A136780		\$2,500
➤ 997	DM997SC022307		\$2,500
➤ 3682	28800907		\$500
➤ 721XR	14690703	(on blocks)	\$50
➤ 800	M0800AC010435		\$500

➤ 800	TC800AC040323	\$500
➤ 800	TC800AC040322	\$500
➤ 220B	M0220BX016481	\$50
➤ 220A	M00220A040139	\$50
➤ PF120B	16272284B	\$12,500
➤ Foley	31I63201297	\$2,500
➤ 200	313000251	\$1,500

Please do not hesitate to contact me if you have any further questions or need additional information on this matter. Thank you once again for the opportunity to do business with your course.

Sincerely,



Alan Nietenhoefer, Golf/Turf Manager
P&K Equipment Inc

Justice Golf Car Co Inc OKC
(405) 634-0571
9300 S. I -35 Service Rd.
Oklahoma City, OK 73160

Quote No. 12463
Date: 06/27/17
Page No. 1

Sold Lakeside Golf Club
To 5201 N. Washington
Stillwater, OK 74075

Ship Shawn Anderson
To Justice Golf Car Co., Inc
9300 S. I-35 Service Rd.
Oklahoma City, OK 73160

Cust 2786 Ship date ASAP Ship via Company Truck
Salesman Terms Net on receipt

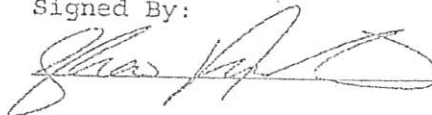
Quantity	Unit	Item Number	Description	Price	Unit	Extension
60	EACH	PARTS	2012 Precedent electrics	1250.00	EACH	75,000.00
1	EACH	PARTS	2013 Club Car range unit	2000.00	EACH	2,000.00
1	EACH	PARTS	2005 Club Car Cafe expres	1250.00	EACH	1,250.00
3	EACH	PARTS	2005 DS with cargo box	650.00	EACH	1,950.00

This is the actual cash
value of the golf car &
utility vehicle fleet at
Lakeside Golf Course in
Stillwater, Oklahoma.

Value assumes the
equipment is in good
overall condition, both
mechanically and
cosmetically, less normal
wear and tear.

**This is NOT an offer
to purchase the fleet.**

Signed By:



Str: 1	Reg: 12	Drw: 12	Usr: CC	11:54	Sale Amt	80,200.00
					Sales Tax	.00
					Total	80,200.00

Golf Inventory
6.28.17

EXHIBIT F

Item	Number of Items	Unit of Measurement	Unit Price	Total Item Value
Irrigation Inventory				
Toro Gear drives	11	Units	\$ 95.00	\$ 1,045.00
2" compression	9	Units	\$ 8.00	\$ 72.00
2.5 "compression	9	Units	\$ 13.00	\$ 117.00
3" compression	7	Units	\$ 18.00	\$ 126.00
2.5 " couplers	12	Units	\$ 2.03	\$ 24.36
3" couplers	8	Units	\$ 3.00	\$ 24.00
2-2.5 " couplers	10	Units	\$ 9.99	\$ 99.90
2x3" couplers	10	Units	\$ 2.00	\$ 20.00
2x2" bushing	10	Units	\$ 2.14	\$ 21.40
2x1.5" bushing	20	Units	\$ 2.15	\$ 43.00
2x 2.5 adapter	20	Units	\$ 2.50	\$ 50.00
3" saddle	1	Units	\$ 50.64	\$ 50.64
4" barrel sleeve	2	Units	\$ 95.00	\$ 190.00
4" saddle	1	Units	\$ 79.00	\$ 79.00
diaphragms Toro	10	Units	\$ 75.00	\$ 750.00
Toro siliniods	10	Units	\$ 35.00	\$ 350.00
3" tees	10	Units	\$ 3.50	\$ 35.00
3"els	10	Units	\$ 300.00	\$ 3,000.00
1" hunter valve	1	Units	\$ 105.00	\$ 105.00
2" hunter valve	1	Units	\$ 65.99	\$ 65.99
2" tees	10	Units	\$ 4.14	\$ 41.40
6 " harco fittings	5	Units	\$ 100.00	\$ 500.00
2.5" els	12	Units	\$ 2.00	\$ 24.00
2.5 tees	8	Units	\$ 7.84	\$ 62.72
3" stick pipe	20	Units	\$ 20.00	\$ 400.00
4 inch drainage pipe	3	Units	\$ 20.00	\$ 60.00
1" pipe	8	Units	\$ 12.00	\$ 96.00
Irrigation Total				\$ 7,452.41
Fertilizer Inventory				
15-0-15	20	Bags	\$ 22.00	\$ 440.00
Extreme green 20	38	Bags	\$ 21.50	\$ 817.00
Super cal	15	Bags	\$ 13.00	\$ 195.00
21-0-0	80	Bags	\$ 12.50	\$ 1,000.00

Golf Inventory
6.28.17

Item	Number of Items	Unit of Measurement	Unit Price	Total Item Value
08-3-5 nature safe	15	Bags	\$ 20.00	\$ 300.00
15-2-15	12	Bags	\$ 62.80	\$ 753.60
long iron	2	30 gallon drums	\$ 249.00	\$ 498.00
8-16-16 fertilizer	11	Bags	\$ 55.00	\$ 605.00
ferrous sulfate	8	Bags	\$ 20.00	\$ 160.00
epsom salt	3	Bags	\$ 15.00	\$ 45.00
Fertilizer Total				\$ 4,813.60
Chemical Inventory				
spray dye	1	Cases		\$ -
Headway	1	Link Pack	\$ 4,060.00	\$ 4,060.00
Primo	1	Link Pack	\$ 2,740.00	\$ 2,740.00
Ronstar G	11	Bags	\$ 50.00	\$ 550.00
007 spray	4	Cases	\$ 79.00	\$ 316.00
Tupersan	5	Bags	\$ 93.92	\$ 469.60
Seacal	7.5	Gallons	\$ 50.00	\$ 375.00
Ronstar flo	2.5	Gallons	\$ 412.50	\$ 1,031.25
Gulf stream	5	Gallons	\$ 75.00	\$ 375.00
Breeze	5	Gallons	\$ 75.00	\$ 375.00
Forte	1	Gallons	\$ 240.00	\$ 240.00
Dursban	2.5	Gallons	\$ 196.00	\$ 490.00
Avid	3	Gallons	\$ 150.00	\$ 450.00
tank cleaner	3	Quarts	\$ 13.00	\$ 39.00
defoamer	5	Quarts	\$ 15.00	\$ 75.00
Barricade	5	Bags	\$ 75.00	\$ 375.00
Koban	2	Cases	\$ 100.00	\$ 200.00
Chrolistar	2	Cases	\$ 150.00	\$ 300.00
Subdue	2	Gallons	\$ 199.00	\$ 398.00
Bensumec	8	Jugs	\$ 328.00	\$ 2,624.00
Offset	3	Gallons	\$ 65.04	\$ 195.12
Hertitage	2	Cases	\$ 250.00	\$ 500.00
Freehand	1	Bags	\$ 150.00	\$ 150.00
Lexicon	0	Cases		\$ -
Dac-action	3	Cases	\$ 300.00	\$ 900.00
Triplet	1	Gallons		\$ 69.00
Chemical Total				\$ 17,296.97
INVENTORY TOTAL				\$ 29,562.98

**EXTENSION OF AGREEMENT #1
OPERATION/MAINTENANCE AGREEMENT
FOR LAKESIDE MEMORIAL GOLF COURSE**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2025 by and between the City of Stillwater and Henderson Golf Management, LLC.

WITNESSETH

WHEREAS, City of Stillwater ("Stillwater") and Henderson Golf Management, LLC ("Henderson") entered into a written Agreement on or about the 10th day of July 2024; and

WHEREAS, Paragraph 1.3 of said Agreement provides that the parties may extend the term of the Agreement for an additional one-year term through execution of an extension agreement ("Extension Agreement").

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

1. Term of Agreement. The parties agree to extend the Operation/Maintenance Agreement dated July 10, 2024 for an additional one-year term beginning July 1, 2025 and ending on June 30, 2026.

2. Effect of Contract Provisions. All provisions contained within the Agreement dated July 10, 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.

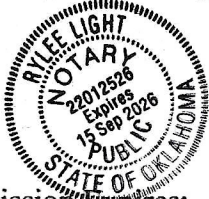
HENDERSON GOLF MANAGEMENT, LLC



By: Michael Henderson, Managing Member

State of Oklahoma)
) ss
County of Payne)

Subscribed and sworn to me before this 28th day of May, 2025 by
Michael Henderson, Managing Member, Henderson Golf Management, LLC.



[Signature]
Notary Public

(seal)

My Commission Expires: 15 Sept 2026

My Commission Number: 22012526

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

[Signature]
William H. Joyce, Mayor

(seal)

ATTEST:

[Signature]
Teresa Kadavy, City Clerk

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 16, 2025



Agenda Item:	3.j. CC-25-88
Previous/Related Action:	
Background/Issue:	• City staff meets with Gallagher Benefit Services (GBS) annually to review current plan designs, options offered, and vendors associated with the City employee health benefit programs. • Information provided from GBS is the basis for the recommendation to renew a contract or to accept an alternate vendor based on submitted proposals. • Listed below are the proposals for FY 2025-2026: ○ UMR (third-party administrator) administrative fee increased 2.7% or \$6,256 annually; ○ Surest – (third-party administrator) administrative fee increased 2.5% or \$2,107 annually; ○ Delta Dental no change to the Base Plan from previous year’s funding. ○ Tokio Marine HCC (re-insurance carrier) increased the stop loss specific from \$150,000 to \$175,000 resulting in an 11.82% increase or \$119,525 annually; ○ Gallagher Benefit Services (health benefits broker) no change from previous year’s funding; ○ Hartford Insurance Group (Life and AD&D; Vol Life and Vol AD&D) no change from previous year’s funding; ○ Pharmacy remains with Express Scripts/RX Benefits through the Gallagher Pharmacy Alliance (pharmacy coalition) contract.
Proposal/Solution:	Staff recommends Council to authorize the City Manager to sign contracts related to benefits administration for FY 2025-2026.
Financial Source/Impact:	Amounts are allocated in the prepared budget.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to authorize the City Manager to sign contracts related to benefits administration as outlined in this report for FY 2025-

2026.

Prepared By:	Leah Womack, Human Resources Director
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Reviewed By:	Christy Driskel
	Teresa Kadavy

Submitted By:	Brady Moore, City Manager
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Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 16, 2025



Agenda Item:	3.k. CC-25-89
Previous/Related Action:	
Background/Issue:	• Murphy Oil USA, Inc. owns property addressed as 115 N Perkins Road. • This request is for acceptance of a public water line that serves the new Murphy Oil Fuel Station. • This acceptance is for 559 total linear feet of water line which consists of 203 linear feet of D.I. pipe, and 356 linear feet of C-900 pipe.
Proposal/Solution:	Staff recommends acceptance of the water line.
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 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. OffSite Water Line Bond

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Commercial Misc. Track
Plat Case Number: COMM24-0006

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Cunningham Plumbing Co., as PRINCIPAL, and Granite Re, Inc., a corporate entity organized under the Laws of the State of Minnesota and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of One Hundred Twenty Seven Thousand & 00/100 Dollars (\$127,000.00) 100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the subject improvements and utilities are related to the above-named subdivision located on a tract of land described as follows (insert legal description):

See Legal Description Attached

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all streets, water, sewer, stormwater and other infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at Cunningham Plumbing Co., 2723 W. 40th Street, Tulsa, OK 74107 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 30 day of May 2025.

Cunningham Plumbing Co.
Principal

By: *Jimmi L. Cunningham*
Title PRESIDENT

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 30 day of May 2025.

Granite Re, Inc.
Surety

By: *Kenneth D. Whittington*
Kenneth D. Whittington, Attorney-in Fact

14001 Quailbrook Dr., Oklahoma City, OK 73134
Mailing Address
staff@granitere.com
Claim submission website or email address

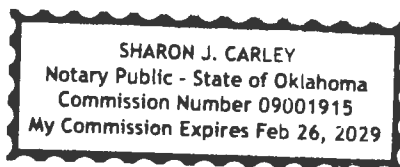
(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Tulsa, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 30th day of May, 2025, personally appeared Jimmi L. Cunningham to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



Sharon J. Carley
Notary Public

Exhibit "A"

Legal Description
 0.48 Acres
 Stillwater, Oklahoma
 WM Store # 137
 Murphy Store # 6608

A parcel of land situated in the Northwest Quarter (NW1/4) of Section 13, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma and being more particularly described as follows:

COMMENCING at the Southwest (SW) corner of the Northwest Quarter (NW1/4) of Section 13;
 Thence coincident with the Southern line of said Northwest Quarter (NW1/4), North 90°00'00" East for a distance of 102.00 feet to a point on the Eastern Right-of-Way line of N. Perkins Road, as existing;
 Thence leaving said Southern line and coincident with said Eastern Right-of-Way line, North 00°00'00" East for a distance of 73.70 feet to a point;
 Thence continuing along said Eastern Right-of-Way line, North 00°00'00" East for a distance of 273.40 feet to a point;
 Thence leaving said Eastern Right-of-Way line, South 89°21'30" East for a distance of 183.01 feet to a point;
 Thence North 00°00'00" East for a distance of 160.51 feet to a point;
 Thence North 89°21'30" West for a distance of 57.99 feet to a point;
 Thence South 87°03'47" West for a distance of 62.00 feet to a point;
 Thence North 89°21'30" West for a distance of 45.10 feet to a point on the Eastern Right-of-Way line of N. Perkins Road, as existing;
 Thence coincident with said Eastern Right-of-Way line, North 00°00'00" East for a distance of 48.34 feet to a point;
 Thence leaving said Eastern Right-of-Way line, South 89°21'30" East for a distance of 45.20 feet to a point;
 Thence South 85°47'05" East for a distance of 62.08 feet to a point;
 Thence South 89°21'30" East for a distance of 45.89 feet to a point;
 Thence North 45°19'15" East for a distance of 18.88 feet to a point;
 Thence North 00°00'00" East for a distance of 123.81 feet to a point;
 Thence South 89°26'37" East for a distance of 31.95 feet to the TRUE POINT OF BEGINNING of the hereinafter described tract;

Thence South 89°26'37" East for a distance of 162.43 feet to a point;
 Thence South 00°00'00" East for a distance of 134.11 feet to a point;
 Thence North 89°26'37" West for a distance of 153.32 feet to a point;
 Thence North 00°00'00" East for a distance of 82.02 feet to a point;
 Thence North 45°00'00" West for a distance of 14.29 feet to a point;
 Thence North 00°00'00" East for a distance of 42.08 feet to the POINT OF BEGINNING and containing 21,037 square feet or 0.48 acres, more or less.

**GRANITE RE, INC.
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

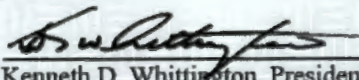
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

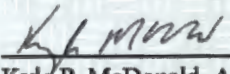
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





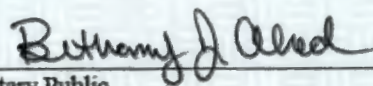
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

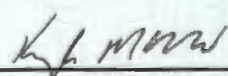
**GRANITE RE, INC.
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
May 30 , 2025 .





Kyle P. McDonald, Assistant Secretary

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 16, 2025



Agenda Item:	3.I. CC-25-90
Previous/Related Action:	
Background/Issue:	The Stillwater Public Library received \$1,035.98 in donations, including \$72.83 from the Stillwater Frontier Rotary Club for the purchase of honor books and \$963.15 from the Ross Stores Foundation for use on children's services projects.
Proposal/Solution:	Approval of the attached budget amendments will allow the use of the donations for patron and staff-directed projects.
Financial Source/Impact:	The budget amendments reflect an increase to the donation revenue account by \$1,035.98 and a corresponding increase to projects in the donation expenditure account.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and appropriation of \$1,035.98 in donations to the Stillwater Public Library.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. BA.donation.6.16.25.signed



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: 06/06/2025

Department:

Library

Requested by: Stacy Delano, library director

Explanation:

Donation REVENUE

The Stillwater Public Library received \$1,035.98 in donations, including \$72.83 from the Stillwater Frontier Rotary Club for the purchase of honor books and \$963.15 from the Ross Stores Foundation for use on children's services projects.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
FOL-Children / Donations	1015510 - 48701	20LB04101	\$ 14,000	\$ 963	\$ 14,963
Designated Donat / Donations	1015510 - 48701	21LB07101	\$ 6,107	\$ 73	\$ 6,180
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 1,036

Reviewed by Department Manager:

Date: 06/06/2025

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:

--Print on Yellow Paper--



Budget Amendment Request

For Budget Year 2025

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

Date: 06/06/2025

Department:

Library

Requested by: Stacy Delano, library director

Explanation:

Donation EXPENDITURES

The Stillwater Public Library received \$1,035.98 in donations, including \$72.83 from the Stillwater Frontier Rotary Club for the purchase of honor books and \$963.15 from the Ross Stores Foundation for use on children's services projects.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
FOL-Children / Donations	1015510 - 53041	20LB04101	\$ 19,802	\$ 963	\$ 20,765
Designated Donat / Donations	1015510 - 53041	21LB07101	\$ 14,503	\$ 73	\$ 14,576
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

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

\$ 1,036

Reviewed by Department Manager:

Date: 06/06/2025

Reviewed by Finance:

Date: _____

Approved by CMO:

Date: _____

Approved by City Council:

☐ Yes

☐ No

Date: _____

Processed by Finance:

Date: _____

Set ID: _____

Date Sent to S&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 16, 2025



Agenda Item:	3.m. CC-25-91
Previous/Related Action:	On 5/5/25, Council set 6/16/25 as the date for consideration of the landowners' request to close the subject alley.
Background/Issue:	The property owner, Gamma Delta Chapter of Sigma Chi House Corporation, is redeveloping an existing site at 1101 West University Avenue into a new four-story fraternity house totaling over 30,000 square feet. The property owner, Gamma Delta Investors, LLC, is redeveloping the existing site at 221 South Lincoln Street into a parking lot. Those property owners seek to close and vacate the alley located centrally between 3 rd Avenue and University Avenue connecting Monroe Street and Lincoln street (CL24-02). One of the goals of closing and vacating the alley is to limit vehicular access and accommodate pedestrian traffic between two Sigma Chi buildings and between the Sigma Omicron (Fiji) building and the new parking lot.
Proposal/Solution:	This agreement sets forth the requirements necessary for the City to close the alley and then consent to the judicial vacation of the alley. Because City utilities will remain within the alley area and trash trucks will still need access, the agreement requires several landowners to provide utility, access, and temporary construction easements which are intended to be filed with the County upon judicial vacation of the alley. The agreement allows the landowners and Sigma Omicron (Fiji) access and use of the alley for certain purposes after the alley has been closed for public use but before the alley has been vacated. Finally, the landowners agree to indemnify the City for any damages resulting from the use of the closed, but not yet vacated, alley by the landowners' and Fiji's agents, guest, etc.
Financial Source/Impact:	There is no impact to City budget.
Related Strategic Priority:	#5 UNIQUE CULTURE #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Motion to approve the development agreement with Gamma Delta Chapter of Sigma Chi House Corporation and Gamma Delta Investors, LLC regarding requirements for closing and vacating the alley abutting properties located at 1101 and 1123 W. University Avenue, 206 S. Monroe Street, and 221 S. Lincoln Street and authorize the Mayor to execute the Agreement.

Prepared By:	David Barth, Director of Development Services
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 2025-06-02 Development Agreement signed by 2 landowners

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF STILLWATER, OKLAHOMA
AND DEVELOPER**

This Development Agreement ("Agreement") is made and entered into this ____ day of June, 2025, by and between the City of Stillwater, Oklahoma, a municipal corporation (the "City"), and Gamma Delta Chapter of Sigma Chi House Corporation ("House Corp") and Gamma Delta Investors, LLC, an Oklahoma limited liability company ("Investors") (collectively referred to as "DEVELOPER").

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of Oklahoma; and

WHEREAS, DEVELOPER owns certain real property situated in Payne County, State of Oklahoma, to-wit (the "Property"):

LOT ONE (1), BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, upon which a fraternity house is located.

AND

LOT THREE (3), BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, upon which a parking lot is to be built.

AND

THE NORTH FIFTY (50) FEET OF LOT FOUR (4) BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, upon which a building used by the fraternity as a gym is located; and

WHEREAS, Sigma Omicron Housing Association, Inc. ("Sigma Omicron") owns certain real property commonly known as 1123 West University Avenue, Stillwater, Oklahoma, which property is located immediately west of the Developer's property located at 1101 West University Avenue; and

WHEREAS, the City owns and operates the alley situated in Payne County, State of Oklahoma, to-wit (the "Alley"):

A PART OF BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE

RECORDED PLAT THEREOF, BEING ALL OF THE PLATTED ALLEYWAY WITHIN SAID BLOCK THREE (3), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK THREE (3);
THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK THREE (3), BEING THE WEST RIGHT OF WAY OF S. MONROE ST., A DISTANCE OF 20 FEET TO THE NORTHEAST CORNER OF LOT FOUR (4), BLOCK THREE (3);
THENCE WEST ALONG THE NORTH LINE OF LOTS THREE (3) AND FOUR (4), A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT THREE (3), BLOCK THREE (3);
THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK THREE (3), BEING THE EAST RIGHT OF WAY OF S. LINCOLN ST., A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER OF LOT TWO (2);
THENCE EAST ALONG THE SOUTH LINE OF LOTS ONE (1) AND TWO (2), A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING; and

WHEREAS, DEVELOPER intends to construct a new fraternity house and a parking lot on portions on the Property; and

WHEREAS, DEVELOPER desires to vacate and close the Alley in order to more efficiently utilize the land space at said location;

NOW, THEREFORE, in consideration of the agreements contained herein, the recitals above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties, the parties agree as follows:

Section 1. *Authorized Work, Improvements and Use:* After the alley is closed to public use by passage of an ordinance by City, DEVELOPER and Sigma Omicron may access and use the alley for purposes related to access to their properties and the construction of a new fraternity house. In the event the alley is re-opened in accordance with Section 3 below, DEVELOPER and Sigma Omicron will have the same rights as the general public to use of the alley, and no additional rights or benefits.

Section 2: *New Easements.* Prior to closing of the alley, DEVELOPER will deliver to the City executed easement documents for all necessary new permanent utility, electric, access and other easements in the alley area, as determined by City Staff.

Developer understands and agrees that in the event that the City determines that it is necessary to perform work within any of the easements to be granted pursuant to this Agreement, the City shall not be required to replace anything disturbed by such work, other than sod and standard alley pavement. By way of example only, if Developer installs stamped concrete within an easement, temporary or permanent, the City will only be required to replace the stamped concrete with standard alley pavement.

Section 3: *Vacation.* Upon notice by the City that the alley has been closed by ordinance, Developer agrees to timely pursue the vacation of the alley, and acknowledges that in the event the alley is not vacated within one (1) year from the date of the closing of the alley, the City shall have the right to reopen the alley and/or judicially pursue specific performance of this provision.

Section 4: *Damages.* In addition to the indemnification provided in Section 5 below, Developer agrees to indemnify, defend and hold the City, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities arising from work, improvement and use of the alley by the Developer and Sigma Omicron, their agents, invitees and licensees during the time the alley has been closed but not yet vacated.

Section 5: *Indemnification.* Developer understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers and ratepayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Developer harmless for loss, damage, expense or liability arising from or related to this Contract, including any attorney's fees and costs. Developer will indemnify, defend and hold the City, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any third party person or entity, resulting, in whole or in part, from the acts and/or omissions of Developer and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Developer's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Contract. In addition, Developer shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Contract and the documents incorporated herein. The City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

Section 6: *Commencement.* This Agreement shall commence upon the date of the approval of this Agreement and shall continue in perpetuity unless terminated by mutual agreement of the parties.

Section 7: *Assignment.* This Agreement is not assignable. It shall be recorded with the County Clerk of Payne County and shall run with the land.

Section 8: *Compliance with Laws and Codes:* All construction on, over or under the subject property shall be in compliance with Stillwater Municipal Code and all applicable laws and regulations, including but not limited to ODEQ regulations.

Section 9: *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Venue shall be in Payne County, Oklahoma. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

Section 10: *Severability; Waiver.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Oklahoma which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed. No waivers of a breach of any of the covenants or promises of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.

Section 11: *Modification.* The terms of this Agreement may be modified in whole or in part only by a written instrument signed by DEVELOPER and the City. Any oral agreement to modify this Agreement shall be void and of no force and effect.

Section 12: *Counterparts:* This Agreement may be executed in one or more counterparts. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart will be deemed to be an original of this Agreement, and all counterparts together shall constitute one agreement. The exchange of executed counterparts of this Agreement or of signature pages by facsimile or other electronic transmission (including in pdf format) shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes. Such signatures shall be considered as valid and binding as original, wet signatures.

**GAMMA DELTA CHAPTER OF SIGMA
CHI HOUSE CORPORATION, DEVELOPER**

By: 
Benjamin W. Culver, President

GAMMA DELTA INVESTORS, LLC

By: 
JAMES W. RYKENDA Manager

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

REPORT TO: CITY COUNCIL

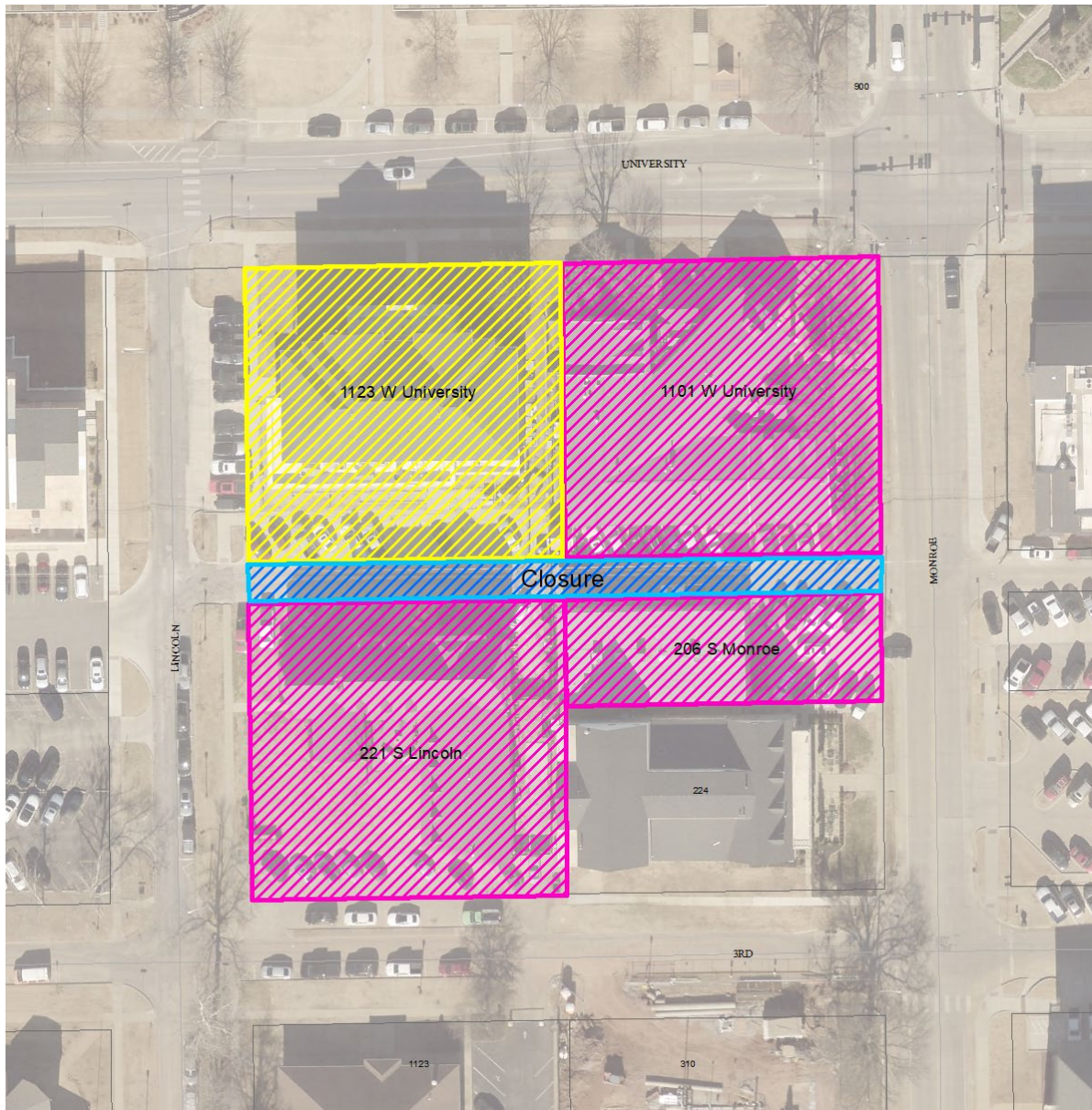
MEETING DATE: JUNE 16, 2025



Agenda Item:	6.a. CC-25-92
Previous/Related Action:	On 5/5/25, Council set 6/16/25 as the date for consideration of the landowners' request to close the subject alley.
Background/Issue:	The property owner, Gamma Delta Chapter of Sigma Chi House Corporation, is redeveloping an existing site at 1101 West University Avenue into a new four-story fraternity house totaling over 30,000 square feet. The property owner, Gamma Delta Investors, LLC, is redeveloping the existing site at 221 South Lincoln Street into a parking lot. Those property owners seek to close and vacate the alley located centrally between 3rd Avenue and University Avenue connecting Monroe Street and Lincoln street (CL24-02). One of the goals of closing and vacating the alley, is to limit vehicular access and accommodate pedestrian traffic between two Sigma Chi buildings and between the Sigma Omicron (Fiji) building and the new parking lot. Submitted construction plans show removable bollards in place to limit vehicular access between Sigma Chi's existing buildings on the eastern half of the alley. Staff has received a building permit application for construction of the Sigma Chi Fraternity house, with no buildings encroaching on the alley.
Proposal/Solution:	After approval of the development agreement between the City and the landowners, Staff recommends approval of Ordinance No. 3572 closing the subject alley. Staff will place upon a future Council agenda an encroachment agreement which will allow the landowners to place removal bollards and a private electrical conduit in the alley/easement area.
Financial Source/Impact:	There is no known impact to the City budget.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends approval of Ordinance No. 3572 closing the alley abutting properties located at 1101 and 1123 W. University Avenue, 206 S. Monroe Street, and 221 S. Lincoln Street.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Closure Exhibit



Stillwater OKLAHOMA
stillwaterok.gov

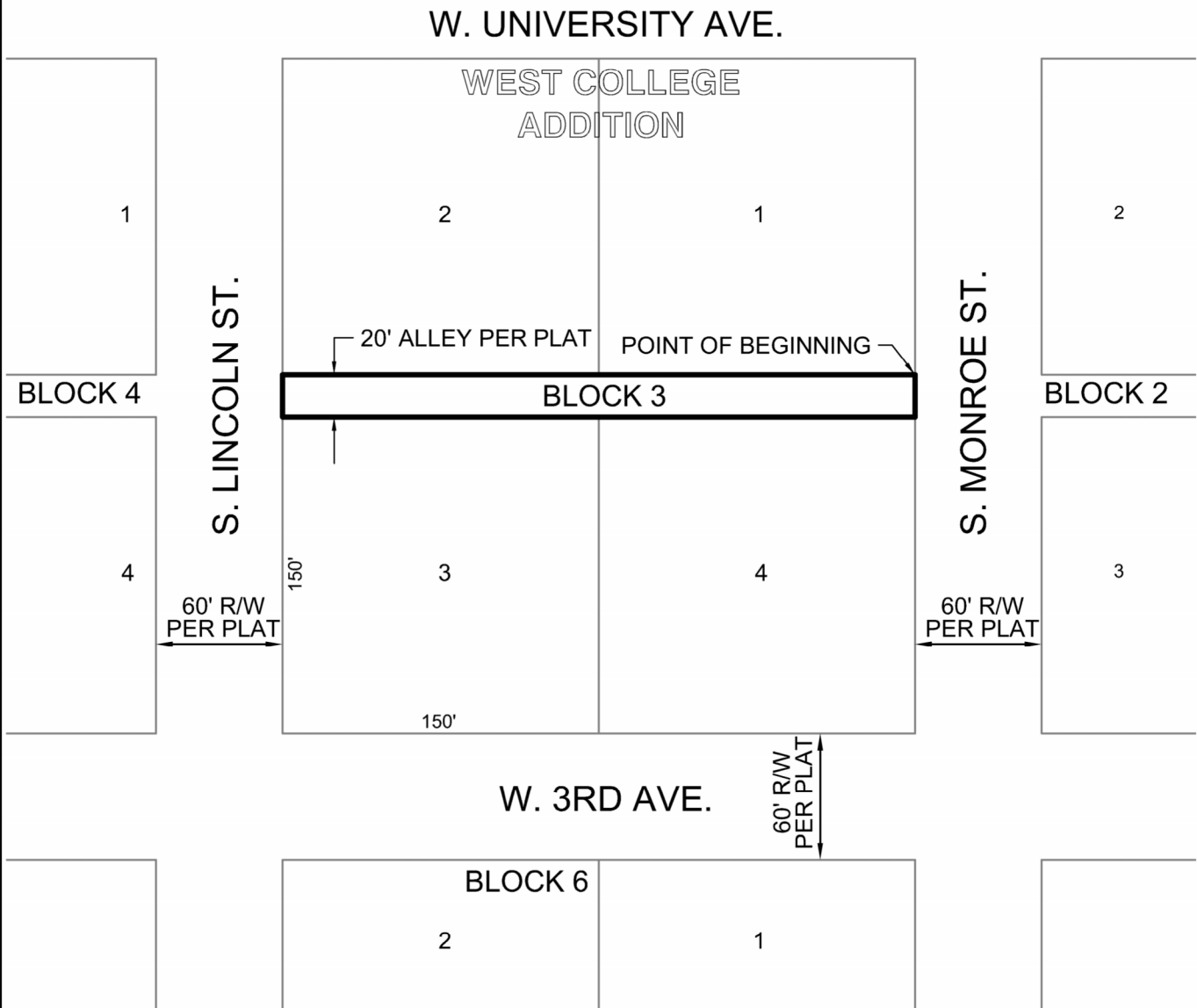
Project Type: Closing (CL24-02) *AND* Commercial Use-By-Right (COMM25-0005)

Request: To close the alley right-of-way and to construct new 4-story group quarters

Address: 1101 & 1123 W University Ave, 221 S Lincoln St, and 206 S Monroe St

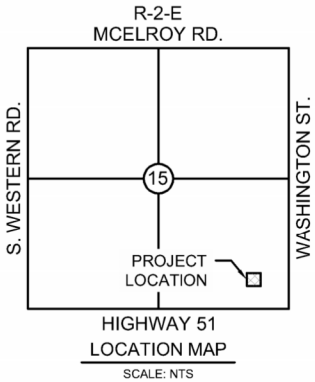
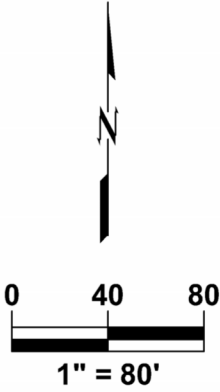
\\civ\server\projects\2340596 OSU Sigma Chi Fraternity\Survey\dwg\2340596 Existing.dwg PLOT:8/2/2024 3:44:00 PM ORIG SIZE:8.5"X14"

EXHIBIT 'A'
A PART OF BLOCK 3, WEST COLLEGE ADDITION
A SUBDIVISION WITHIN THE SE/4 OF SEC. 15, T.19N., R.2E., I.M.,
CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA



LEGAL DESCRIPTION
A PART OF BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING ALL OF THE PLATTED ALLEYWAY WITHIN SAID BLOCK THREE (3), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK THREE (3);
THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK THREE (3), BEING THE WEST RIGHT OF WAY OF S. MONROE ST., A DISTANCE OF 20 FEET TO THE NORTHEAST CORNER OF LOT TWO (2);
THENCE WEST ALONG THE NORTH LINE OF LOTS THREE (3) AND FOUR (4), A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT THREE (3), BLOCK THREE (3);
THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK THREE (3), BEING THE EAST RIGHT OF WAY OF S. LINCOLN ST., A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER OF LOT TWO (2);
THENCE EAST ALONG THE SOUTH LINE OF LOTS ONE (1) AND TWO (2), A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.



OSU SIGMA CHI
FRATERNITY
1101 W. UNIVERSITY AVE.
STILLWATER, OKLAHOMA



wallace
design
collective

wallace design collective, pc
structural · civil · landscape · survey
410 north walnut ave.
oklahoma city, oklahoma 73104
405.236.5858
wallace.design
ok ca 1460 exp. 06-30-2025

BLOCK 3 ALLEY VACATION

REV.	DESCRIPTION	DATE
PROJECT NO.	2340596	SHEET 1 OF 1

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 16, 2025



Agenda Item:	6.b. CC-25-93
Previous/Related Action:	June 3rd, 2025, Planning Commission Report
Background/Issue:	The applicant requests the review and approval of a Planned Unit Development (PUD) in the Small Lot Single Family Residential (RSS) zoning district at the properties addressed as 1924 and 2002 East McElroy Road. The subject property is located on the northwest corner of the intersection at South Jardot and East McElroy Roads. The applicant and property owner would like to build a small lot single family residential neighborhood named "Cowboy Landing". The applicant is proposing 42 houses on individual lots, within a gated community. Cowboy Landing is proposed to be built following the regulations of the Land Development Code, except were modified within the Statement of Intent, as shown on the PUD site plan. The subject property was rezoned to RSS in 2022, which does allow for small lot single-family residential. The property to the east is zoned Commercial Shopping (CS). The properties to the west and north are zoned Large Lot Single-Family Residential (RSL), and the property on the south side of McElroy Road is zoned Small Lot Single-Family Residential (RSS). City code section 23-305 states: <i>"The planned unit development (PUD) provides the opportunity for varying densities, greater design flexibility, mixed land uses, and improved marketability. The applicant may be required to provide amenities above and beyond those required in a conventional development. Review and approval of a PUD is a process to achieve the intent and purpose of these regulations and the comprehensive plan. In all cases, PUDs are to be reviewed as to the type and location of a proposed use and whether the overall design of the development is compatible with its surroundings. Standards and criteria established herein shall be used in any such determination."</i> The standards are listed in city code section 23-306, and include: Permitted Uses, Area and Bulk Standards, Screening, Access and Circulation, Open Space, Signs, Common Facilities, Improvements, Bicycle Paths, Transitional Setbacks and Mitigation Factors. For consideration by City Council is the approval of the

preliminary PUD plan. If approved, the preliminary PUD plan may serve as the preliminary plat, meaning that the developer may begin to install infrastructure.

A conceptual landscape plan is included on the PUD site plan. The applicant is proposing to preserve some of the existing trees, and proposing new trees to be planted where required. There is a proposed 6-foot opaque fence on the east and west boundaries, and a composite wood material or decorative metal railing fence proposed for the southern boundary abutting McElroy.

The applicant is also proposing two different options for the northern boundary. If the applicant can preserve at least five existing trees as a natural buffer, then no fence or trees will be planted/installed. If the applicant cannot preserve at least five trees, the applicant is proposing a 6-foot chain-link fence and trees being planted every 40-50 feet.

City Code requires that the developer hold a neighborhood meeting by providing notice to all property owners within 300 feet of the perimeter of the proposed PUD. The neighborhood meeting shall be held not less than 7 days prior to the planning commission meeting where the PUD will be considered. Notice in the form of a letter shall be mailed at least 10 days prior to the planning commission meeting.

A neighborhood meeting was held on May 7th, where two neighbors attended and shared concerns about the proposed project. The developer mailed letters 10 days prior to the meeting as required by code; however, some neighbors complained that they did not receive notice of the meeting in time to attend. The applicant then held a second neighborhood meeting on May 22nd, 2025, where six residents attended and shared concerns.

On June 3rd, 2025, the Planning Commission held a public hearing for the proposed PUD. Five neighbors signed up to speak in opposition to the project. Concerns included, but were not limited to: parking, neighborhood compatibility, buffering existing uses, internal sidewalks, and traffic impact. Planning Commission voted to approve the proposed PUD with conditions by a 3-1 vote. City Code provides that an approved PUD preliminary plan may serve as the preliminary plat. The Developer intends for this preliminary PUD plan, if approved by City Council, to serve as the preliminary plat. As such, if approved, the developer may begin installing infrastructure. If the project moves forward, the final

	PUD plan and final plat will be presented to City Council for future consideration. The Land Development Code requires that 80 feet of right-of-way (ROW) be dedicated for a minor arterial street, like McElroy. On the southern boundary of the proposed PUD along McElroy, the PUD site plan shows seven feet of ROW to be dedicated to the City, which will complete the 80 feet of required right-of-way. The seven feet reflected on the preliminary PUD plan that is proposed to be dedicated is currently in an OG&E easement, which provides complications for the dedication. The developer will need to resolve this issue before the final PUD plan or final plat is presented to the City Council.
Proposal/Solution:	Planning Commission recommended approval, with conditions, with a 3-1 vote on June 3rd, 2025. The recommended conditions are: • The wooden fence along the western property line be a minimum of 8 feet tall. • The wooden fence along the eastern property line be a minimum of 7 feet tall Due to concerns expressed at the planning commission public hearing from commissioners and adjacent property owners, staff has identified the following additional items that merit consideration by the City Council: • Additional buffering between existing neighbors • Parking • Beautification along McElroy • Meaningful open space • Internal sidewalks • A turnaround at the northern end of the dead-end street
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Planned Unit Development, Cowboy Landing, for the properties addressed at 1924 and 2002 East McElroy Road with conditions that include, but are not limited to: • The wooden fence along the western property line be a minimum of 8 foot tall.

- The wooden fence along the eastern property line be a minimum of 7 foot tall.
- 7 foot of Right-of-Way being dedicated.
- Additional conditions as deemed appropriate by City Council

Prepared By:	Henry Bibelheimer, Senior Planner
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Reviewed By:	David Barth
	Brady Moore
	Teresa Kadavy

Submitted By:	Brady Moore, City Manager
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Attachments

1. Statement of Intent
2. Planned Unit Development Site Plan
3. Neighborhood Meeting Minutes
4. PowerPoint Presentation Cowboy Landing - Draft
5. Planning Commission Mtg Summary 06.03.2025 - Draft



Planned Unit Development – Statement of Intent

Proposed Project: Cowboy Landing - 42-Unit Micro House Gated Community

Location: 1924 & 2002 East McElroy Road

May 28, 2025

David Barth, Community Development Director
Development Services Department, City of Stillwater
723 South Lewis Street Stillwater, Oklahoma 74074

Dear Mr. Barth,

As the developer, Hawk Development Holdings LLC is pleased to propose Cowboy Landing, a thoughtfully designed 42-unit micro house gated community located on two tracts of land addressed as 1924 and 2002 East McElroy Road. Hawk Development Holdings LLC's mailing address is P.O. Box 701894, Tulsa, OK 74170. Safe Alusi, Managing Member and site project manager, can be reached at 949-887-1309.

The property is currently zoned (RSS) Small Lot Single Family Residential District. This PUD is requesting to seek variances to the lot size requirements and the bulk regulations of RSS zoning district to accommodate a modern, innovative housing development. The project features approximately 978 feet of frontage along East McElroy Road near the intersection of North Jardot Road. This community is designed to enhance resident privacy and security while fostering a strong sense of community through shared amenities and efficient use of land. The C3 plan envisioned this property as commercial.

A legally established management company will oversee the maintenance of shared infrastructure, including private roads, gated access, communal amenities, and emergency access routes, ensuring long-term quality and consistency for residents. The management company will be hired by the Homeowners Association established by this project and it is intended to make the hiring of a professional management company a condition of the covenants. It is envisioned that some of these units may be used as short-term rental properties in the future. A statement ensuring all short-term rentals must comply with local, state, and federal laws, including any applicable permits, licenses, and taxes will be included in the covenants.

General Concept

The Cowboy Landing development will include 42 micro houses within a gated community. Each unit is designed to maximize space efficiency and comfort, catering to individuals and small families. Communal spaces and amenities will promote a vibrant and sustainable living environment. The PUD is seeking variances to the density, lot size requirements, bulk regulations, and parking requirements.



Community Features

- Controlled gated entry will ensure resident security and privacy and comply with fire safety and emergency access standards. The west entrance is secondary and is intended to be for resident exit only.
- Multiple common areas, landscaping to be maintained by the management company.
- Energy-efficient designs with unit sizes ranging from 800 to 1600 sq. ft.
- A responsible management company to manage private infrastructure and communal areas.
- Enclosed trash facilities, composed of CMU walls with composite wood cladding gates coordinating with the housing aesthetic.

Zoning Adjustments

Category	Current Code Requirement	Proposed PUD Standard
Gross Density	8 Units Per Acre	10.2 Units Per Acre (12 allowed by 23.306.k)
Lot Size Requirements Sec 23-137 (c)		
Minimum Lot Area	5000 SF	2400 SF
Minimum Lot Width	50 FT	30 FT
Minimum Lot Depth	100 FT	80 FT
Bulk Regulations Sec 23-137 (d)		
Front Yard Setback (abutting ROW)	20 FT	20 FT (McElroy Road)
Front Yard Setback (abutting road/access easement)	20 FT	20 FT
Side Yard Setback	5 FT	5 FT internal
Buffer	n/a	20-FT along all exterior boundaries
Rear Yard Setback	20 FT	20 FT
Parking Sec. 23-200. Table 4.2. Required Motor Vehicle and Bicycle Spaces		
Residential single family, 2 & 3 Bedroom	1 Spaces per Bed	2 Space per Unit



Layout Justifications

- **Parking** - The site plan provides one dedicated off-street parking space and one single car garage per unit. All parking is located adjacent to or directly in front of each unit, minimizing the need for shared or street parking. Additionally, guest parking spaces are strategically located near the common areas. This configuration ensures accessibility, prevents congestion, and supports enforcement by the professional management company. No on-street parking is allowed due to designated fire lanes.
- **Density** - This PUD reflects an efficient use of in-fill land within city limits and supports Stillwater's goals for compact residential development. The proposal provides a range of housing sizes within a professionally maintained private community. This structure enhances long-term livability while minimizing public infrastructure burdens.
- **Sidewalk** - Given the compact scale and private drive layout, internal sidewalks are not proposed. The development will include ADA-accessible walkways to mailboxes and common areas. The private street design ensures low speed vehicular traffic, making internal pedestrian movement safe without additional sidewalks.

Landscaping & Signage

Two monument entry signs are proposed—one on each side of the entrance/exit. Each will be 6 feet wide and 4 feet tall, constructed of stone and stained wood, and externally lit. Placement will respect sightline requirements and comply with Section 23-306(f) of the Land Subdivision Code.

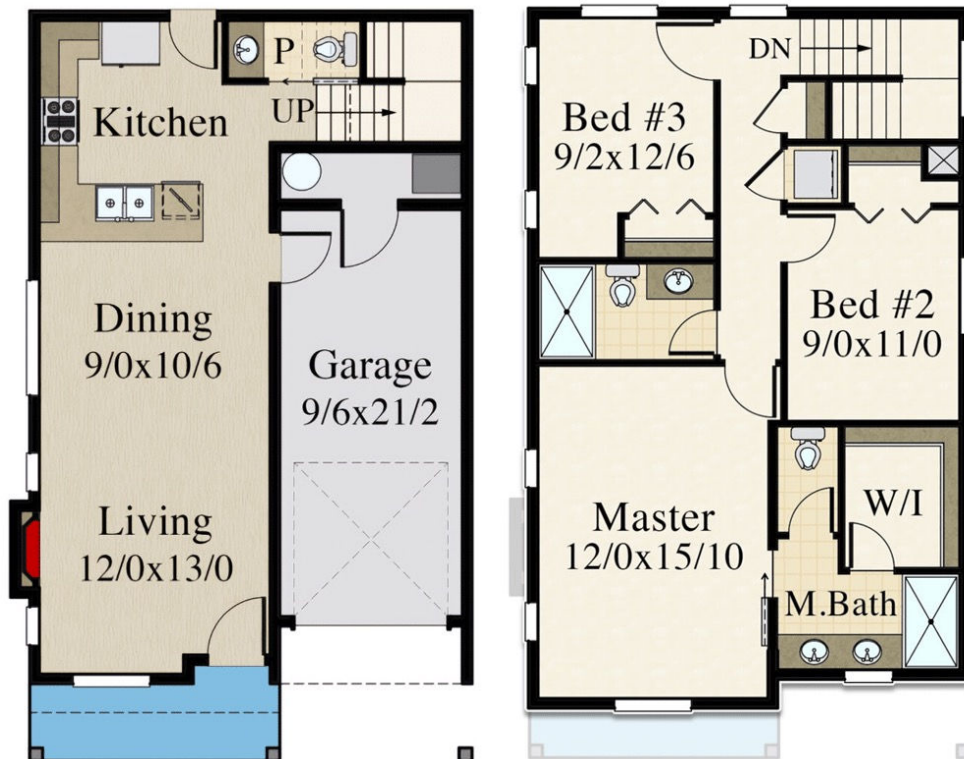
The landscape plan will include turf, low-maintenance shrubs, and ornamental trees. Along the arterial frontage, a 6-foot fence using composite wood material or decorative metal railing will be installed to enhance aesthetics and maintain cohesion with the surrounding context. A row of approximately eight (8) trees and shrubs will also be planted along the arterial street to provide a visual buffer. All landscaping will be maintained by the management company, and final species will comply with any utility clearance requirements.

Along the northern boundary it is proposed to leave 5-10 of the existing trees for a natural buffer of mature trees. If this is not able to be accomplished, a 6-foot black vinyl-coated chain-link fence will be installed to mark property limits without obstructing views of the undeveloped adjacent areas, in addition trees will be planted every 40- to 50-feet within the 20-foot buffer provided between the property line and new buildings.

Along the western and eastern boundaries, a 6-foot wood fence is proposed where there are no existing trees to act as a natural buffer. This is in effort to preserve the existing trees. If additional trees are removed in the future the fence will be installed by the developer along with trees every 30- to 40-feet. The buildings in both of these areas are at least 20-feet from the exterior property line to provide an additional buffer.



This attractive floor plan design features three well-designed bedrooms and two and a half bathrooms.





Traffic and Infrastructure

1. Units will be designed to have a single-car garage and one surface space, eliminating the need for excess on-street parking.
2. Entry and exit points are designed to integrate seamlessly with East McElroy Road. Internal roads will be privately constructed and maintained to city standards, reducing strain on city resources.
3. City of Stillwater will provide water, sewer, and electricity connections to all units.
4. A comprehensive drainage plan will manage runoff and mitigate environmental impacts.
5. Internal roadways will act as areas for pedestrian movement.
6. Internal roads will function as fire lanes. Therefore, no on-street parking will be allowed, and this will be documented in lease/ownership agreements and enforced by the management company.

Community Benefits

- Affordable Housing: Provides high-quality, affordable options for individuals and families.
- Tax Revenue: Boosts the local tax base through increased property values.
- Sustainability: Compact design reduces environmental footprint while offering modern housing solutions.
- Aesthetic Enhancement: Modern architecture and landscaping improve neighborhood appeal.
- New Construction: Our project will assist with solving the housing shortage that Envision Stillwater projected between 2025-2045.

Proposed Timeline

Cowboy Landing is planned as a phased development over a 24–36 month period to align with market demand and responsible construction practices.

Phase 1 will consist of approximately 13 micro units and the initial stage of site development.

The remaining 29 units will be constructed in one or two subsequent phases, depending on market absorption, financing availability, and seasonal construction conditions. Full build-out of the 42-unit gated community is anticipated between late 2026 and early 2028, with flexibility to adapt to changing conditions while maintaining consistent quality throughout the project.

Phase	Date	Details
Site Preparation	3-4 Months	Clearing, grading, and infrastructure setup.
Construction Phase 1	12 Months	Initial 13 units and shared amenities.
Construction Phase 2	12 Months	7 units and shared amenities.
Construction Phase 3	9 Months	Remaining 22 units and site final touches.
Project Completion	2028	Community ready for occupancy.



Conclusion

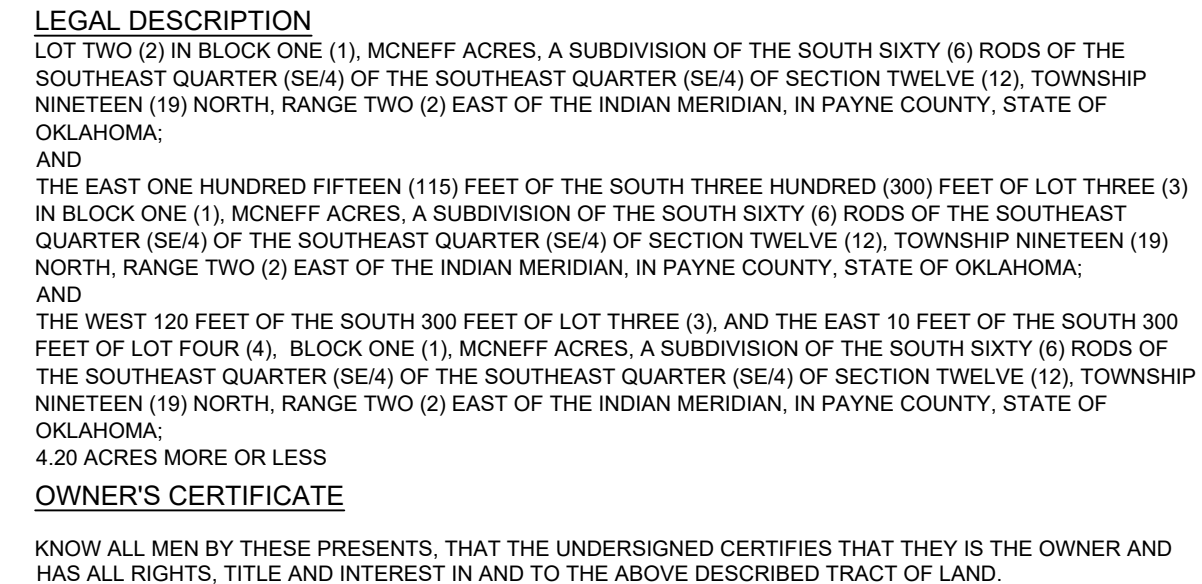
Cowboy Landing represents a forward-thinking approach to addressing Stillwater's housing needs and those being identified by Envision Stillwater. By utilizing the PUD process, this project will deliver affordable, innovative housing while fostering community interaction and environmental sustainability.

Should you have any questions, please contact Safe Alusi at 949-887-1309 or via email at salusi@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Safe Alusi".

Safe Alusi
Managing Member
Hawk Development Holdings LLC



PLANNING COMMISSION'S CERTIFICATE

I, THE UNDERSIGNED CHAIR OF THE PLANNING COMMISSION OF THE CITY OF STILLWATER, COUNTY OF PAYNE, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT SAID COMMISSION DULY RECOMMEND APPROVAL TO THE CITY COUNCIL OF THIS PRELIMINARY PUD AT A MEETING OF THE COMMISSION ON THE 03rd DAY OF JUNE, 2025.

CITY COUNCIL'S CERTIFICATE

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

ACCEPTED BY CITY COUNCIL THIS _____ DAY OF _____, 2025.

ATTEST:

GENERAL NOTES

1. SUBJECT PROPERTY IS LOCATED IN ZONE X BASED ON FEMA FIRM MAP#40119C0068F, DATED: 05/16/2007
2. CONSTRUCT 42, 2-STORY, 20 FOOT BY 40 FOOT RESIDENTIAL STRUCTURES WITH 1 TO 3 BEDROOMS.
3. PRIVATE INTERNAL ROADS ARE TO BE BUILT TO CITY STANDARDS PER DETAIL 3701 AND ACT AS PEDESTRIAN WALKWAYS. PRIVATE ROADS TO BE DEDICATED AS 25 FOOT PEDESTRIAN, ROADWAY AND UTILITY EASEMENTS. PRIVATE ROADS WILL BE DESIGNATED FIRE LINES, NO PARKING WILL BE ALLOWED ON THE STREETS.
4. PRIVATE STREETS WILL BE MAINTAINED TO CITY STANDARDS.
5. PROPOSED WATER LINES ARE TO BE 6 INCH AWWA C900 DR 18 AND BUILT TO COS STANDARDS.
6. PROPOSED SANITARY SEWER LINES ARE TO BE 8 INCH PVC SDR 26 AND BUILT TO COS STANDARDS.
7. ENTRY DRIVES TO BE BUILT TO COMMERCIAL DRIVEWAY PER DETAIL 3707, WITH GATED ACCESS.
8. PUBLIC 6 FOOT SIDEWALK ALONG MCLEORY TO BE BUILT TO COS DETAIL 3708

OWNER/DEVELOPER
HAWK DEVELOPMENT HOLDINGS, LLC
7224 SOUTH QUEBEC AVENUE
TULSA, OKLAHOMA 74136

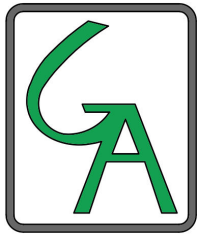


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Associates**
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113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4987 CA 1640
www.gose-associates.com

JOB NUMBER
1394.01
DATE
05/30/2025
SCALE: AS SHOWN
CREATED BY: KRP
DRAWN BY: KRP
CHECKED BY: SCG

COWBOY LANDING
924 & 2002 E MCELROY RD
STILLWATER, OKLAHOMA

SHEET NUMBER
C1.0



Memo

To: City of Stillwater, Development Services Department

From: Stephen C. Gose, P.E. & Katie Purdy, P.E.

Date: May 27, 2025

Re: Cowboy Landing PUD Neighborhood Meeting

As part of the requirements of the Planned Unit Development (23-307(e)) for the Cowboy Landing development, Hawk Development Holdings, LLC hosted a neighborhood meeting on Wednesday May 7th, 2025, at 5:30pm in the Chamber of Commerce conference room. At this meeting 2 neighbors were able to attend and ask questions regarding the project. Due to the notices getting to neighbors slower than expected and at the request of city staff, a second neighborhood meeting was held Thursday May 22nd, 2025, at 5:30 pm, also in the Chamber of Commerce conference room. Six (6) neighbors were able to be present at this meeting and ask questions about the development. Also, in attendance for both neighborhood meetings were three (3) members of Development Services with the City, two (2) members from the engineering design firm Gose & Associates, and one (1) representative from Hawk Development Holdings, LLC. Below is a summary of the topics discussed during the meetings.

1. Density – Density is 10.2 units per acre which is below the RSS PUD allowed of 12 units per acre. Base RSS zoning allows for up to 8 units per acre.
2. Driveway locations – the east drive is lined up with the Wedgewood addition, the west drive meets the 150-foot spacing required by city code from adjacent driveways.
3. This will be a Gated community – the east drive will be the main entrance with a call box and the west drive will be exit only along with emergency access.
4. Landscaping – it is the developers' intent to keep as many of the existing trees on the property lines as possible as a natural buffer zone. Language has been added to the Statement of Intent to clarify how these areas will be preserved and how to mitigate for any removal necessary during construction.
5. Drainage – The detention facility will be built with Phase 1 of the project and will be designed to release at or below existing conditions in all design storm events. This will be designed and reviewed with the improvement plans. Swales will be utilized along the side property lines to mitigate any on-site water from flowing onto adjacent parcels.
6. Units are proposed to be two-story, 1,300 square feet, in the upper \$200,00 price range. One single car garage and one surface space per unit. No parking will be allowed on the street due to fire lane access. Approximately 7 common parking spaces are provided in phase 1.

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

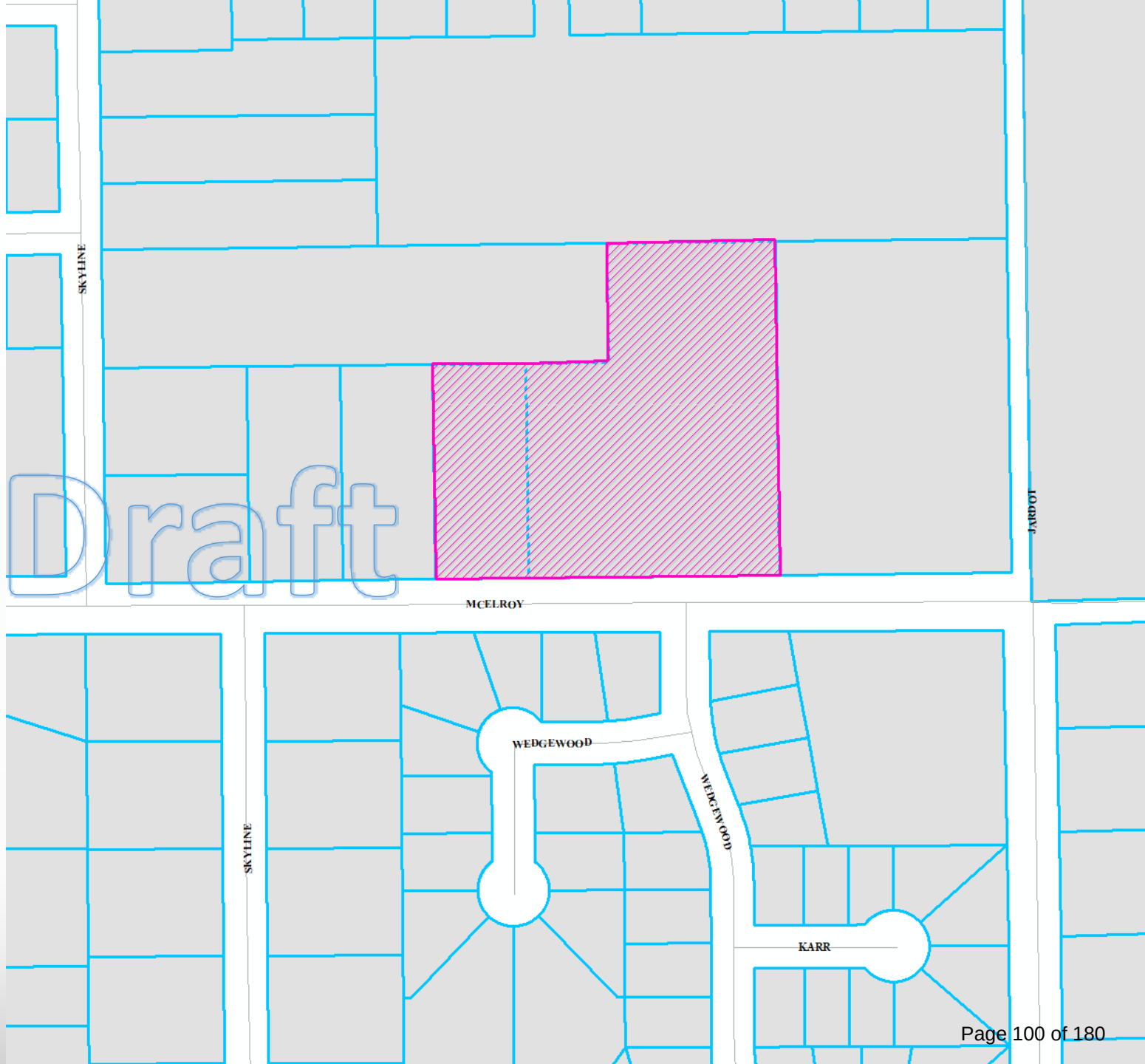
Planned Unit Development

1924 and 2002 East McElroy Road

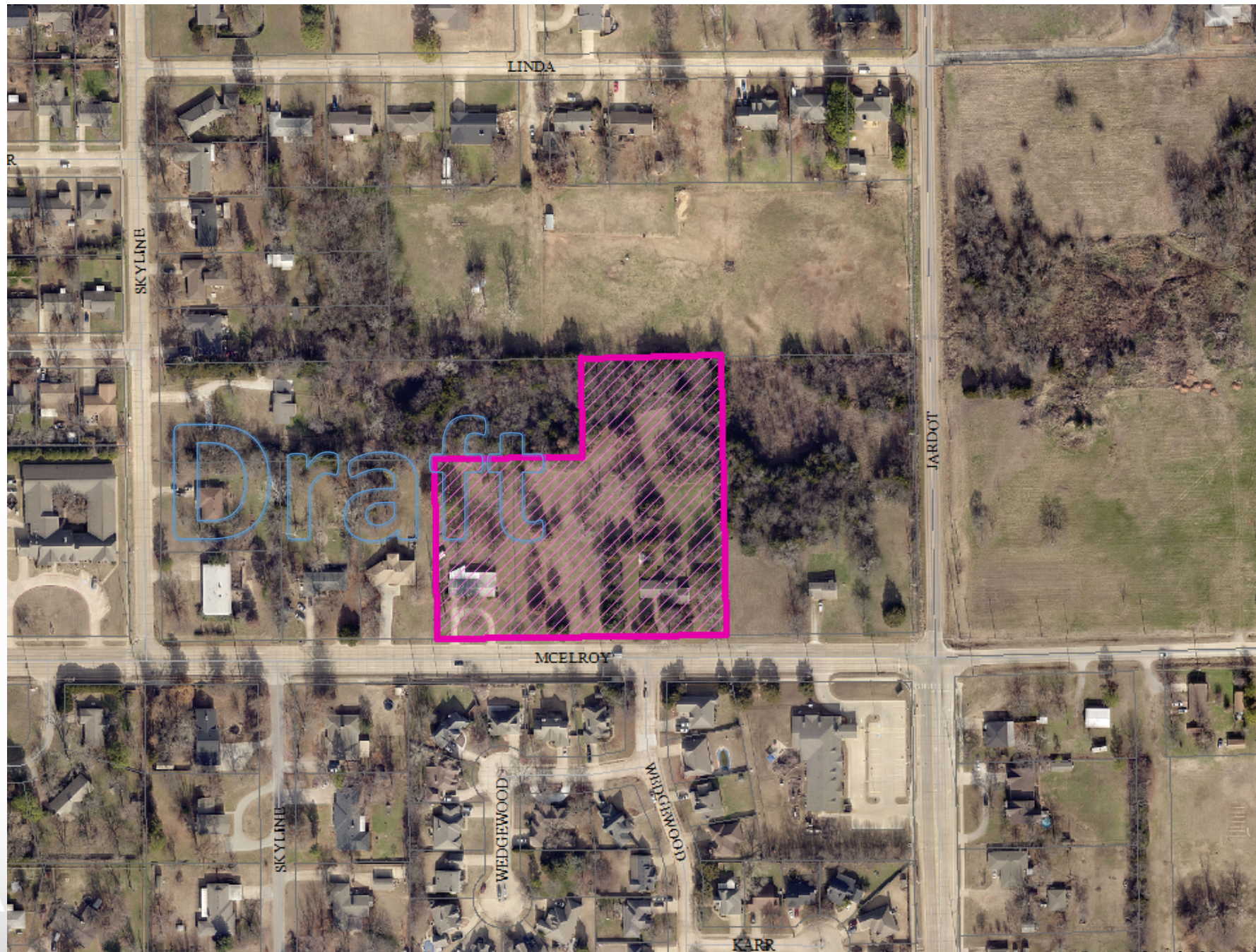
PUD proposing a 42-lot residential development.

PUD25-02

Area Map



Aerial View



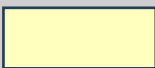
Stillwater OKLAHOMA

Street View from McElroy (South Side)

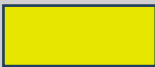


Zoning Map

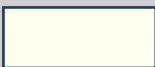
Legend



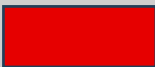
RSS (Small Lot
Single-Family)



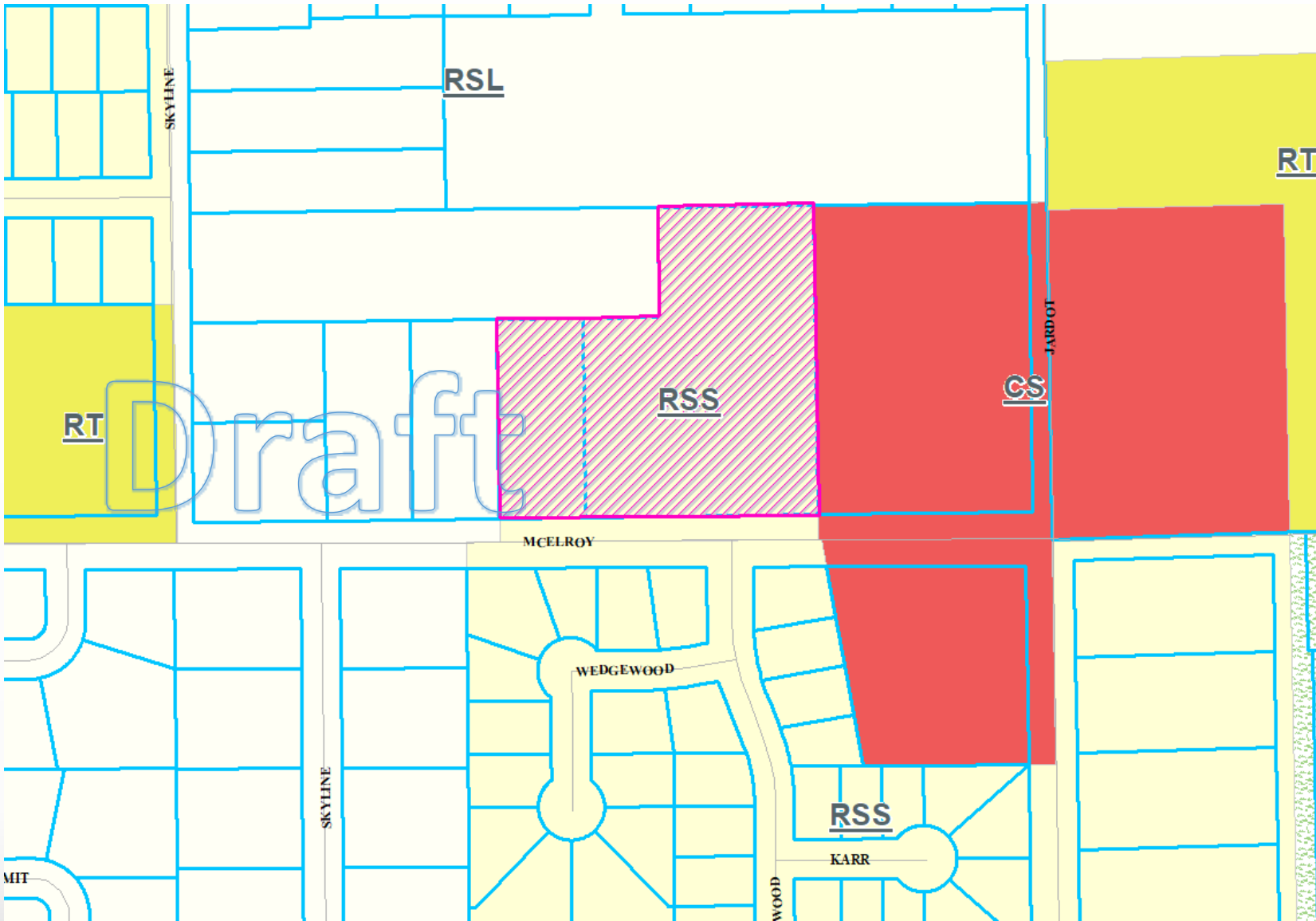
RT (Two-Family)



RSL (Large Lot
Single-Family)



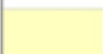
CS (Commercial
Shopping)

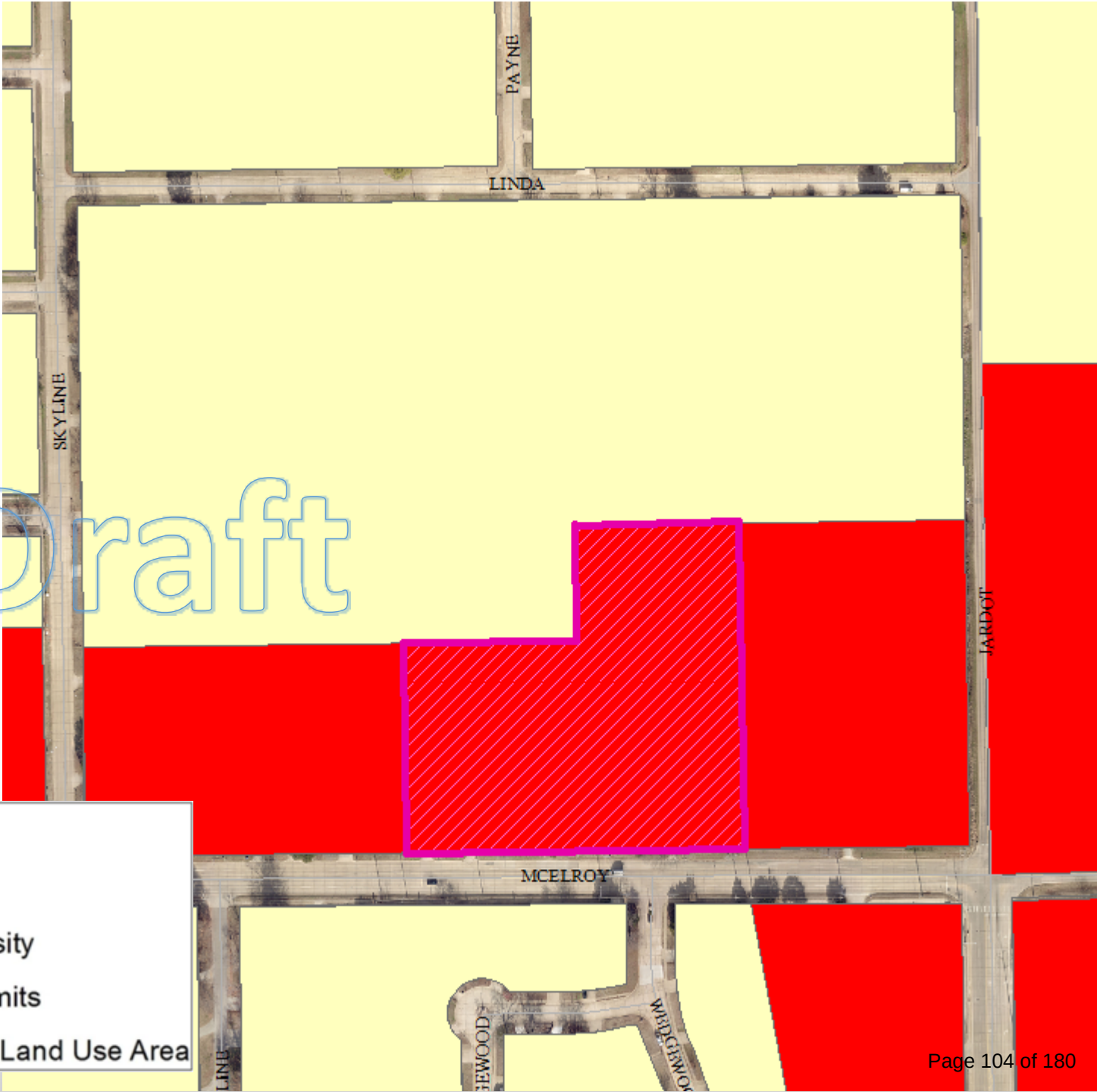


Future Land Use Map

Draft

Land Use Categories

 Agriculture	 Commercial	 Public
 Low Density	 Industrial	 University
 High Density	 Parks/Open Space	 City Limits
 Future Land Use Area		



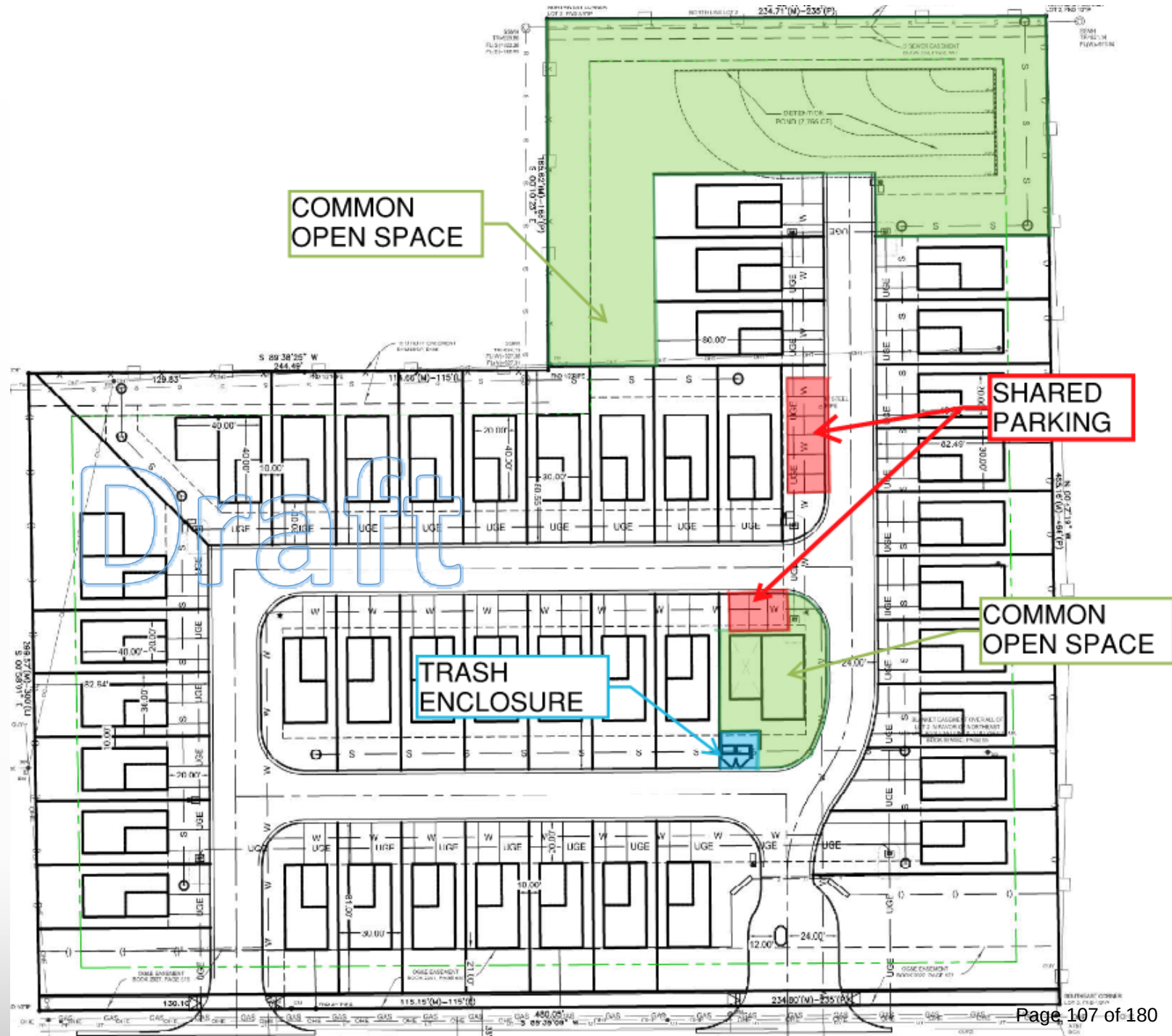
Planned Unit Development Considerations (SEC. 23-305 & 306)

- The planned unit development (PUD) provides the opportunity for varying densities, greater design flexibility, mixed land uses, and improved marketability. The applicant may be required to provide amenities above and beyond those required in a conventional development. Review and approval of a PUD is a process to achieve the intent and purpose of these regulations and the comprehensive plan. In all cases, PUDs are to be reviewed as to the type and location of a proposed use and whether the overall design of the development is compatible with its surroundings. Standards and criteria established herein shall be used in any such determination.
 - Permitted Uses, Area and Bulk Standards, Screening, Access and Circulation, Open Space, Signs, Common Facilities, Improvements, Bicycle Paths, Transitional Setbacks and Mitigation Factors.

Requested Modifications to the Land Development Code		
Category	Current Code Requirement	Proposed PUD Standard
Gross Density	8 Units Per Acre	10.2 Units Per Acre (12 allowed by 23.306.k)
Lot Size Requirements Sec 23-137 (c)		
Minimum Lot Area	5000 SF	2400 SF
Minimum Lot Width	50 FT	30 FT
Minimum Lot Depth	100 FT	80 FT
Bulk Regulations Sec 23-137 (d)		
Front Yard Setback (abutting ROW)	20 FT	20 FT (McElroy Road)
Front Yard Setback (abutting road/access easement)	20 FT	20 FT
Side Yard Setback	5 FT (1 story) 8ft (2 story)	5 FT internal
Rear Yard Setback	20 FT	20 FT
Parking Sec. 23-200. Table 4.2. Required Motor Vehicle and Bicycle Spaces		
Residential single family, 2 & 3 Bedroom	1 Spaces per Bed	2 Space per Unit

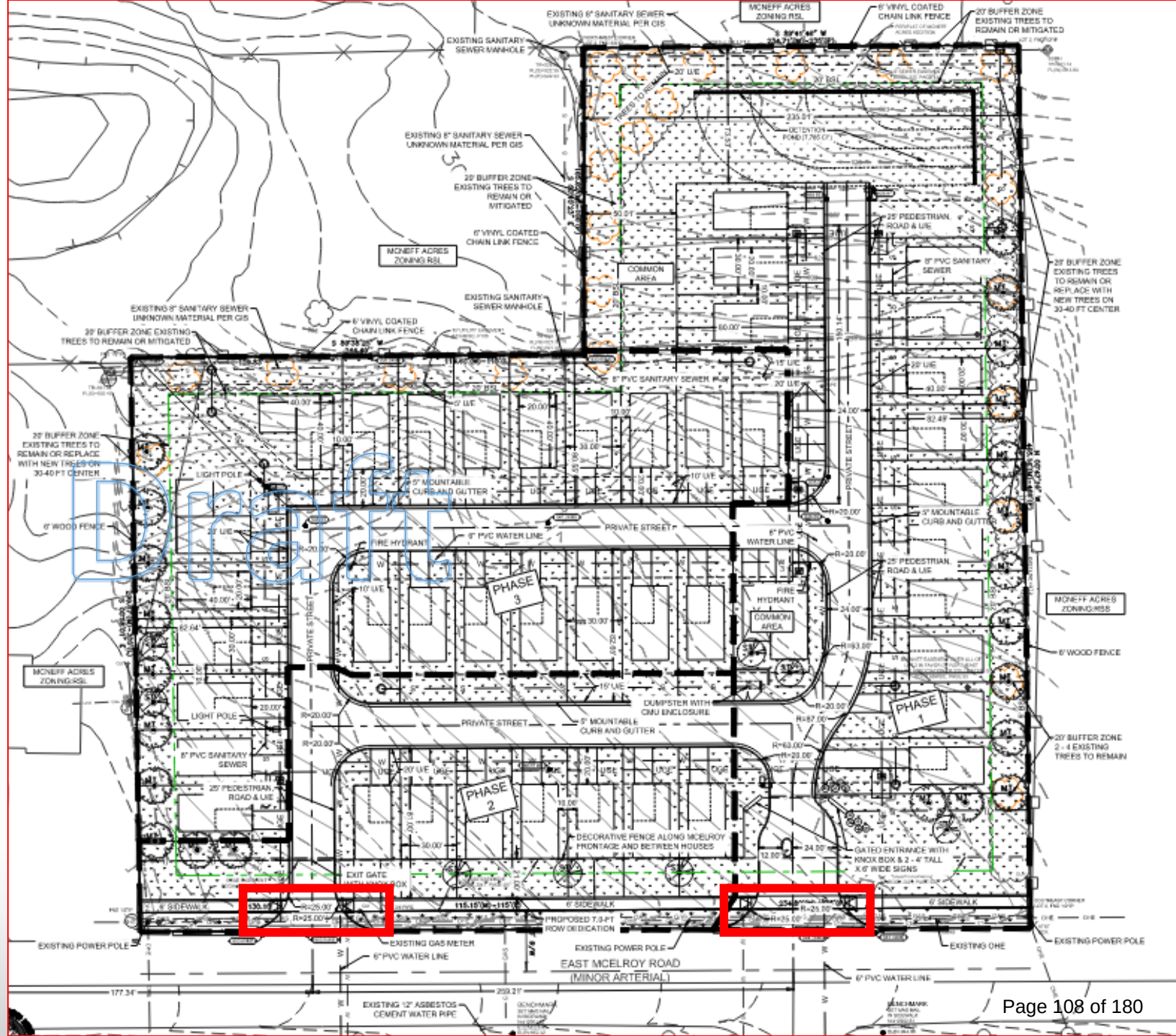
Site Plan

- Two common open spaces are proposed, one with a structure, and one with proposed detention and open space. (green)
- 2 parking spaces are proposed to be provided per unit.
 - One space in the driveway, and one in the garage.
- 9 parking spaces are proposed to be provided for the community. (red)



Access

- Two proposed access points off of McElroy (outlined in red).
- 24' wide private streets are being proposed throughout the community for vehicle and pedestrian access.
 - With the smaller width, the full width of the street will have to be a fire lane.
 - No parking is allowed in Fire Lanes.
 - No sidewalks are proposed within the development.



Purpose of Planned Unit Developments (SEC. 23-295)

1. Encourage diversified living environments, and accommodate a mixture of land uses that otherwise would not be allowed together on the same site;
2. Permit flexibility within the development with respect to area and bulk standards to best utilize the physical features of a particular tract of land that would not be allowed under other circumstances;
3. Provide and preserve meaningful open space, particularly where it is necessary or desirable for such common areas to be shared by more than one owner;
4. Encourage a more efficient use of land, public services, and natural resources than is generally achieved through conventional development;
5. Provide a smooth transition from surrounding densities, intensities, and uses with those proposed in the PUD;
6. Encourage the provision of amenities beyond the minimum requirements of conventional development;
7. Encourage accessible and affordable housing.

Next Steps

- For consideration by City Council is approval of the preliminary PUD plan. If approved, the preliminary PUD plan may serve as the preliminary plat (SEC. 23-308).
- The Final PUD will require City Council Approval, as well as the Final Plat.

Protest

- A protest to the PUD was submitted by surrounding property owners to the City Clerks Office on 6/11/25, which has been presented to City Council.
- It has been determined that the Protest procedures in 23-58 (f) are specific to a zoning map amendment and are not applicable to the more specific provisions applicable to the PUD preliminary plan application and its approval process.

Planning Commission Summary

5 neighbors spoke at Planning Commission in opposition to the proposed PUD. Concerns included, but were not limited to: parking, neighborhood compatibility, buffering existing uses, internal sidewalks, and traffic impact.

Draft

Planning Commission recommended conditional approval with a 3-1 vote on June 3rd, 2025, subject to:

- The wooden fence along the western property line be a minimum of 8 foot tall.
- The wooden fence along the eastern property line be a minimum of 7 foot tall

Additional Conditions for Consideration

1. Additional Buffering for existing neighbors

- Larger buffer area, for example 40-50 feet
- Additional landscaping requirements for example evergreens, and more requirements for northern boundary.
- Restrictions on the number and location of 2 story structures
- Limiting the second story windows on specific sides of specific structures for example on the western boundary looking into the neighbors yard
- Height of opaque fence, especially along northern boundary.

2. Parking

- One per bedroom
- Increasing the number of community parking
- Including on-street parking
- Limiting the location of parking, for example front yards.

Draft

3. Beautification along McElroy

- Increased Landscaping
- Additional Fence Requirements
- Architectural features for houses along McElroy

4. Meaningful Open Space

- Include amenities, or an increased amount of open spaces

5. Internal Sidewalks

6. A turnaround at the northern end of the dead-end street.

Draft

Public Hearing

Staff Recommendation

Motion to accept the Planning Commission recommendation and approve the Planned Unit Development, Cowboy Landing, for the properties addressed at 1924 and 2002 East McElroy Road with conditions that include, but are not limited to:

- The wooden fence along the western property line be a minimum of 8 foot tall.
- The wooden fence along the eastern property line be a minimum of 7 foot tall.
- 7 foot of right-of-way being dedicated along the north side of McElroy Road
- Additional conditions as deemed appropriate by City Council

Draft until approved at the next regular meeting:

STILLWATER PLANNING COMMISSION SUMMARY

REGULAR MEETING OF JUNE 3RD, 2025

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING

LAW, THE AGENDA WAS POSTED June 2nd 2025 IN THE

MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

Riley Williams, Vice Chair

Mark Prather, Member

Mike Shanahan, Member

David Peters, Member

MEMBERS ABSENT

Jana Phillips, Chair

STAFF PRESENT

Tammy Ewing, City Attorney

David Barth, Development Services Director

Henry Bibelheimer, Senior City Planner

Joshua Brown, Development Coordinator

Alexandria Maged, Administrative Assistant

Staff Absent

1. CALL MEETING TO ORDER.

Riley Williams, Vice Chair, calls meeting to order at 5:30pm

2. PUBLIC HEARING

- a. Receive public comment to establish a Planned Unit Development (PUD25-02) in Small Lot Single-Family Residential (RSS) zoning at property addressed as 1924 and 2002 E. McElroy Road.

Vice Chair Williams introduces the item and invites staff up to present.

Mr. Henry Bibelheimer, Sr. City Planner, presents the staff's report.

Mr. Bibelheimer explains that this is a request for a 42 lot PUD and goes over the location of the property, zoning, and relations to it's surroundings.

Mr. Bibelheimer continues by explaining the requested modifications to the land development code including adjustments to the minimum lot size requirements, bulk regulations of Sec23-137 (c) & (d), and parking sec 23-200; and discusses where accesses and streets will be located.

Mr. Bibelheimer discusses the regulations for the planned unit development zoning district:

1. Encourage diversified living environments, and accommodate a mixture of land uses that otherwise, would not be allowed together on the same site;
 - Staff believes the PUD does meet this item.
2. Permit flexibility within the development with respect to area and bulk standards to best utilize the physical features of a particular tract of land that would not be allowed under other circumstances;
 - Staff believes this is not relevant to this particular PUD
3. Provide and preserve meaningful open space, particularly where it is necessary or desirable for such common areas to be shared by more than one owner;
 - Staff believes the PUD does meet this item.

4. Encourage a more efficient use of land, public services, and natural resources than is generally achieved through conventional development;
 - Staff believes the PUD does meet this item.
5. Provide a smooth transition from surrounding densities, intensities, and uses with those proposed in the PUD;
 - Staff does have some concern about the transition to RSL to the north.
6. Encourage the provision of amenities beyond the minimum requirements of conventional development;
 - Staff believes the PUD does meet this item.
7. Encourage accessible and affordable housing.
 - Staff believes the PUD does meet this item.

Commissioner Shanahan asked for clarification on Item #7 from the PUD purpose list, specifically what was meant by "accessible." Mr. Bibelheimer replied that "accessible" was used in the staff report to refer to affordability, not ADA-style accessibility.

Commissioner Shanahan noted that the homes were listed in the upper-\$200K range for a 1,300square foot home and questioned if that could be considered affordable. Mr. Bibelheimer advised that the homes were proposed to be closer to 1,600sqft but the applicant could speak to the pricing more effectively.

Commissioner Prather inquired about what they mean by meaningful open space (Item #3). Mr. Bibelheimer responded that common areas were being provided beyond code requirements with two common areas, the largest being near the detention pond and then a secondary within the middle of the development labeled as "Phase 3."

Vice-Chair Williams asked whether PUDs had their own dimensional requirements or merely allowed flexibility from base zoning. Mr. Bibelheimer responded that a PUD primarily allows flexibility but does include certain limitations; for example, the proposed PUD reflects a gross density of 10.2 units per acre. Mr. Bibelheimer states that under Section 23.306(K) of the code, the maximum density permitted within a PUD is 12 units per acre and this demonstrates that while PUDs are flexible, they are not without regulatory limits.

Vice Chair Williams asked whether a PUD places limitations on minimum lot area, width, or depth. Mr. Bibelheimer responded that it does not; and similarly, no minimum setback standards are imposed by the PUD itself.

Vice Chair Williams then inquired about the side yard setback, which was listed as five feet "internal" and asked whether that referred to the distance from an interior wall to the property line. Mr. Bibelheimer clarified that it does not; instead, the five-foot setback applies to internal lots which are those situated between other residential lots rather than adjacent to a public street. Mr. Bibelheimer provides an example that within an "island" of houses surrounded by roads, the eastern setback of the westernmost lot would be considered internal, while the western side, being adjacent to the street, would follow standard street-facing setback rules.

Commissioner Prather asked when the development code was last updated. Mr. Bibelheimer estimated the last comprehensive update was around 2010.

Vice-Chair Williams asks if there are any more questions for staff; none respond. Vice-Chair Williams asks the applicant or their representative so speak.

Mr. Steven Gose of Gose & Associates, at 113 E. 8th Ave comes to speak on the following:

- 42 homes are proposed on 4.2 acres.
- Density of 10.2 units/acre (which falls between the base RSS allowance of 8 and the PUD max of 12)
- The development has 20 ft front and rear setbacks; 5 ft between buildings.
- Two access points on McElroy—one gated with call box, one for exit only with fire access.
- Propose a 6 ft wood fence and added trees on the west side after meeting with residents. Along the north side, a 6 ft chain link fence was planned to soften the view rather than enclose it.
- Explained the detention pond is planned to go in with Phase one to address drainage, from there they could phase out the streets.
- Addresses one of the concerns from the neighborhood meeting regarding an OG&E utility easements but the set back is behind that and they do plan on dedicating an additional 7 foot of right-of-way to make it a 40 ft right-of-way, currently it is 33ft.
- Discusses that a sidewalk would be added along McElroy, but none within the neighborhood.

Vice-Chair Williams asks if there will be no parking signs installed. Mr. Gose confirms that it will either have no street parking signs or they'll paint the fire lane curb red.

Commissioner Prater asks how wide the driveways will be. Mr. Gose reiterates they will be one car wide.

Mr. Gose states that in terms of the cost of the housing, the prices included in the staff report were just a note from the neighborhood meeting and the developer could elaborate.

Vice Chair Williams asks if an HOA would be responsible for the streets. Mr. Gose confirmed the HOA would maintain streets, and fire lanes would be enforced with curb paint or signage.

Vice Chair Williams asked about long-term ownership and rentals. Mr. Gose responds that homes would be permitted as single-family but could be rented; no owner-occupancy mandate would be imposed.

Vice Chair Williams asks why they went with the chain link fence on the north side. Mr. Gose explains with the solid fencing on the east and west side it started to feel more boxed in and this gives it a softer transition.

Mr. Safe Alusi, 2002 E McElroy, developer and property owner, comes to speak on the following:

- Has had the property for a few years now.
- Rezoned to RSS previously.
- Have delayed development for three years out of respect for the Roy family.
- Emphasized that the project aimed to provide “achievable” housing.
- That smaller lot development brings tax revenue and fits the housing needs of students and families.
- Trying to bring a nice, pretty gated community to the surrounding area.

Vice-Chair Williams opens the public hearing and asks if there is anyone that wishes to speak in favor or opposition.

The following come to speak in opposition:

Steve Fairbanks, 1724 E. McElroy

Jacqueline Morrison (Hooper), property owner to the east

Kathy Fairbanks, 1724 E. McElroy
Jen Sanders, 1702 E. McElroy
Larry Roy, speaking on behalf of his mother Jolene Roy at 1819 Linda Ave

The following comments are expressed:

- The PUD is inconsistent with surrounding homes and neighborhoods and he believes the RSS zoning is better suited for the area.
- Raised concerns about traffic on McElroy, lack of sidewalks, fire hazards, and insufficient parking.
- Questioned lawn maintenance history and management oversight.
- Opposed to architectural style, fence height, and economic benefits going out-of-town.
- Questioned use of local labor and materials.
- Opposed development as believes it is incompatible with the surrounding area and potentially unsafe.
- Expressed concern about traffic, children's safety, parking limitations, and privacy.
- Suggested higher fencing and questioned garage usage habits.
- Proposed keeping density to 8 units/acre to improve design flexibility.
- Believes a turn lane should be required.
- Requested clarification on setback distances to adjacent properties.
- Supported original RSS zoning but opposed the PUD.
- Cited incompatibility, potential property devaluation, and water runoff concerns.
- Disputed the claim that it would resemble Wedgewood.

Mr. Gose comes back up to address some concerns:

- In regard to infrastructure capacity, states that so far the city engineering review model showed no issues.
- For the sidewalks, they will be installing a sidewalk on McElroy along the property.
- For the setbacks, there will be 20–22 ft from the surround property lines.

Mr. Alusi also addresses some of the proposed questions.

- Shows the proposed architectural images to address the question on aesthetics.
- Highlighted his ties to Stillwater and stated there would be a use of local labor.
- Have looked at many different plans for the neighborhood and they have reduced density from earlier versions.
- Was a former firefighter/paramedic and fire safety has been seriously considered outlining that new construction fire standards are much higher than they used to be.
- Reiterated that these homes would be producing additional property tax for the city.
- Explained there would be HOA governance, and added value of gated design.
- Reiterated that they would be using local suppliers and labor.

Commissioner Prather asked for clarification on guest parking location per the discussed parking concerns. Mr. Gose shows on the map where the guest parking was located in Phase 1 near the detention and Phase 2 near the east side of the island.

Vice Chair Williams asked if there was a traffic study done on McElroy. Mr. Gose says they are significantly under the requirements to trigger a traffic study.

Vice Chair Williams asked if they considered the 32-unit density. Mr. Gose says they have looked at many different iterations for this site plan, this is what is most effective for the space.

Commissioner Peters observed that it is possible to put less units on it. Mr. Gose confirmed that there is only two houses currently but practically for the development, the economics of that do not work.

Vice Chair Williams brought up the point of fencing height and that residents asked for 7–8 ft fences). Mr. Alusi explained that as long as they didn't have to remove trees they could be flexible with the fence height.

Mr. Bibelheimer presents staff findings, alternatives, and recommendation.

Findings:

1. The proposed use of Conventional Single-Family is allowed by right in the RSS zoning district.
2. PUD-25-02 requests significant variations to the lot size requirements, to facilitate the increased density.
3. The Proposed Planned unit Development substantially meted the purpose of a PUD found in SEC.23-295
4. SEC.23-308 states that "The approved preliminary PUD may serve as the PUD preliminary plat."

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Planned Unit Development.
2. Accept findings and recommend that the City Council approve the proposed Planned Unit Development subject to specific conditions being met.
3. Find that the Planned Unit Development is not an appropriate use for the property based upon the impacts to the surrounding vicinity and do not recommend that the City Council approve the request.
4. Find that additional information or discussion is needed prior to making a recommendation and table the request to a certain date.

Recommendation:

Based on the surrounding land uses, staff recommends approval of the proposed Planned Unit Development for Cowboy Landing.

Commissioner Prather voices concerns about density and parking.

Vice Chair Williams agreed but noted that the parking concerns would be something people would have to consider before deciding to move there.

Commissioner Prather says he likes the aesthetics.

Commissioner Peters says he agrees that there are a lot of nice features but believes the density is an issue.

Commissioner Shanahan says he too thinks scale is an issue here but needs to be balanced with the need for housing; that he has seen a few similar cases come though with similar issues and although there are some drawbacks, the Planning Commission needs to weigh the benefits; and continues that they should maybe consider additional requirements for additional screening/fencing.

Commissioner Prather says he does think this meets the seven (7) conditions of a PUD.

Commissioner Prather moved to recommend approval of the PUD to City Council with two conditions:

- 1. Fence on west side (wood) to be a minimum of 8 feet.**
- 2. Fence on east side to be a minimum of 7 feet**

Vice Chair Williams Seconds the motion.

Roll Call:	Phillips	Williams	Prather	Shanahan	Peters
	Absent	Yes	Yes	Yes	No

Time: 1 hour 6 minutes

3. MEETING SUMMARY FOR REVIEW AND POSSIBLE ACTION

- a. Regular meeting Summary of May 6th, 2025

Vice Chair Williams lists corrections to positions of the commissioners as well as one page 1, one of the dates from his talking point needs to be corrected from 2025 to 2015

Commissioner Peters moved to approve the minutes with corrections. Commissioner Peters seconds the motion.

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

Time: 2 minutes

2. MISCELLANEOUS ITEMS FROM STAFF, PLANNING COMMISSIONERS OR CITY ATTORNEY FOR DISCUSSION AND POSSIBLE ACTION:

- a. Next Regular Meeting is June 24th 2025

3. ADJOURN

ADJOURNMENT. This regular meeting of the Stillwater Planning Commission was called for adjournment by Commissioner Peters, seconded by Commissioner Shanahan at approximately 6:39 PM on June 6th, 2025 the next regularly scheduled meeting will be held Tuesday, June 24th 2025 at 5:30 p.m. in the City Commission Hearing Room, Municipal Building, 723 South Lewis Street.

Prepared by – Alexandria Holle Maged, Administrative Assistant
Reviewed by – Cindy Gibson, Administrative Services Manager

Approved by - _____
Stillwater Planning Commission



Here's My Pitch!



Perfect Opening Night







Stillwater Strong-Amazing Community



Adult Softball

United Way Pickleball Tournament



Leagues Currently for Stillwater Area Sports 2024-2025

Date	Sport	Participants
(3) Seasons	SASA Adult Volleyball-(32 Teams Spring/Summer)	320
(3) Seasons	SASA Adult Softball-(47 Teams)	575
June-July	SASA Youth Tennis Lessons Currently (3 Session)	67
All Year	Pickleball Participants M-T-W-TH-F	110ish weekly
(2) Seasons	Youth Softball/ Baseball/ Kball/ Tball- 134	1608
(1) Season	Flag Football – (September) 2024- 28Teams	280
(1) Season	Youth Basketball—(November) 2024- 76 Teams	760

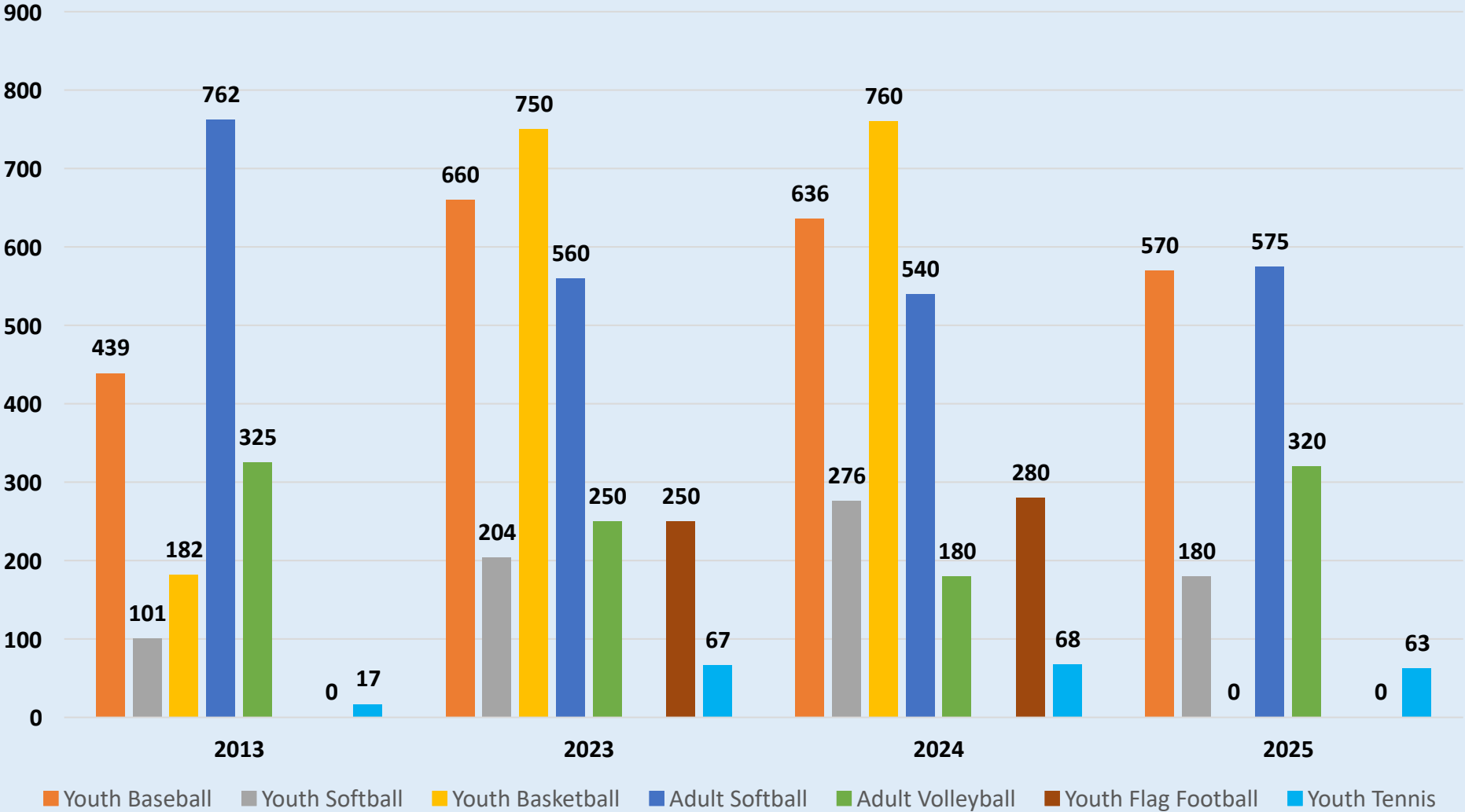


Library Arts Program



Lincoln Academy Partnering with SASA for PE Classes

SASA LEAGUE PARTICIPATION Per YEAR





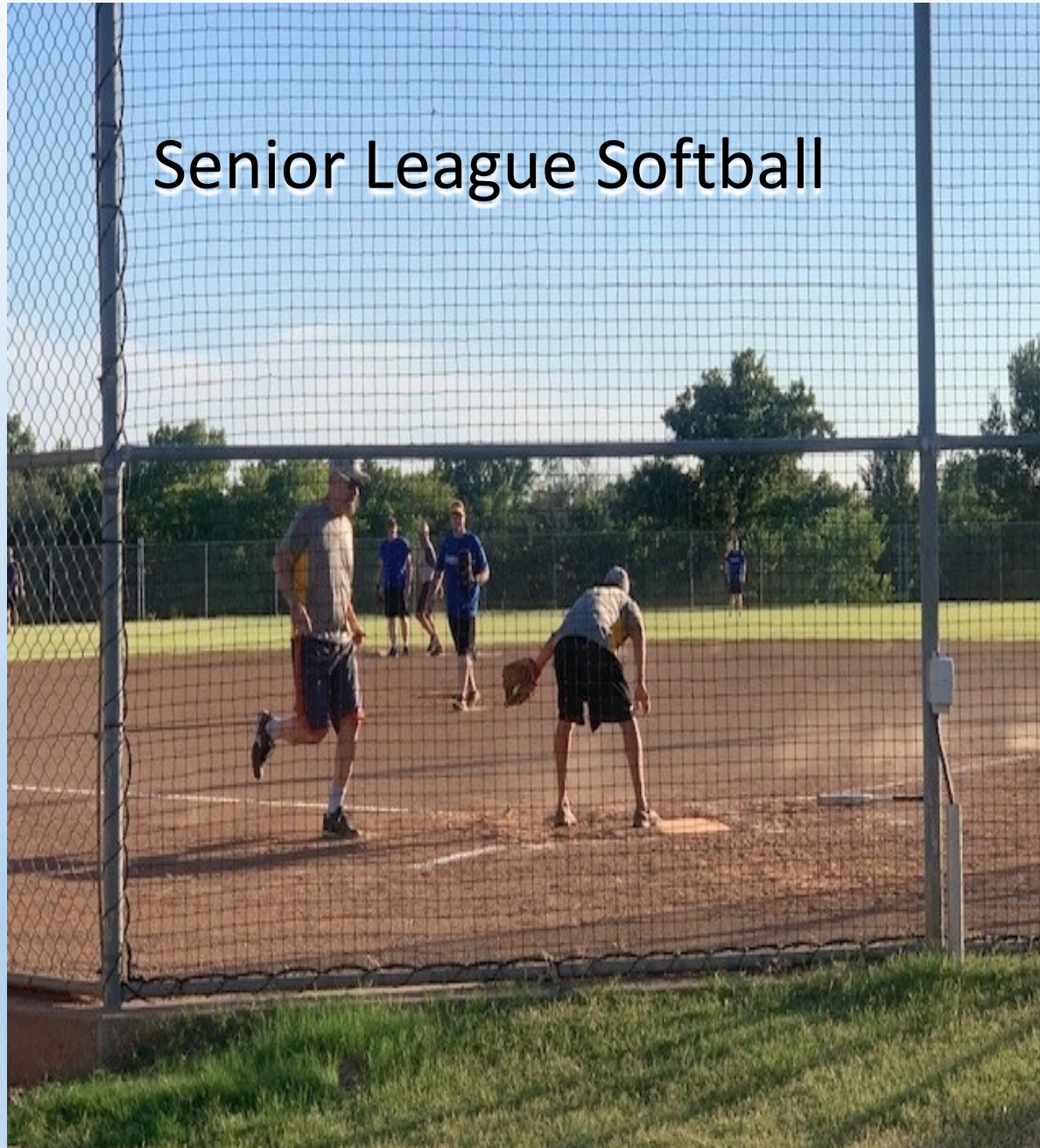
**273 Youth Participants
Reduced or Completely Sponsored Registration
2024-2025**

Community Service

SASA Has
Over 400
Amazing
Coaches &
Assistant
Coaches
Volunteering
& Dedicating
Time To
Stillwater
Youth



Senior League Softball



Adult Volleyball Women's League

SASA Simmons Mid Season League Tournament



Tournaments 2024-2025

Date	Tournament	Participants
Dec 2024	SASA Holiday Classic Volleyball Tournament (26 Teams)	260
Sept 2024	Hosted SJHS OSSAA Softball District Games for Stillwater Public Schools	4 Separate Dates
March 8-9	SASA Spring Fling Youth Baseball (72 Teams)	864
March 21-22	SASA Cowboy Classic (43 Teams) Rained-(1) Day Only	516
April 4-6	SASA Bedlam Shootout Youth Baseball (103 Teams) Rained Out	0
April 13	SASA-Simmons Softball League Tournament (11 Teams)	132
May 13-15	SASA-Simmons Baseball League Tournament (42 Teams) Rained Out	0
May 16-18	SASA King of Rings Baseball (64 Teams)	768
May 30-June 1	SASA June Frenzy Youth Baseball (69 teams) Rained- (1) Day Only	828
June 10-12	SASA USSSA STATE 13AA/ 13AAA (27 Teams) Rained Out	0
June 29	Kevin Cook Memorial Adult Softball	

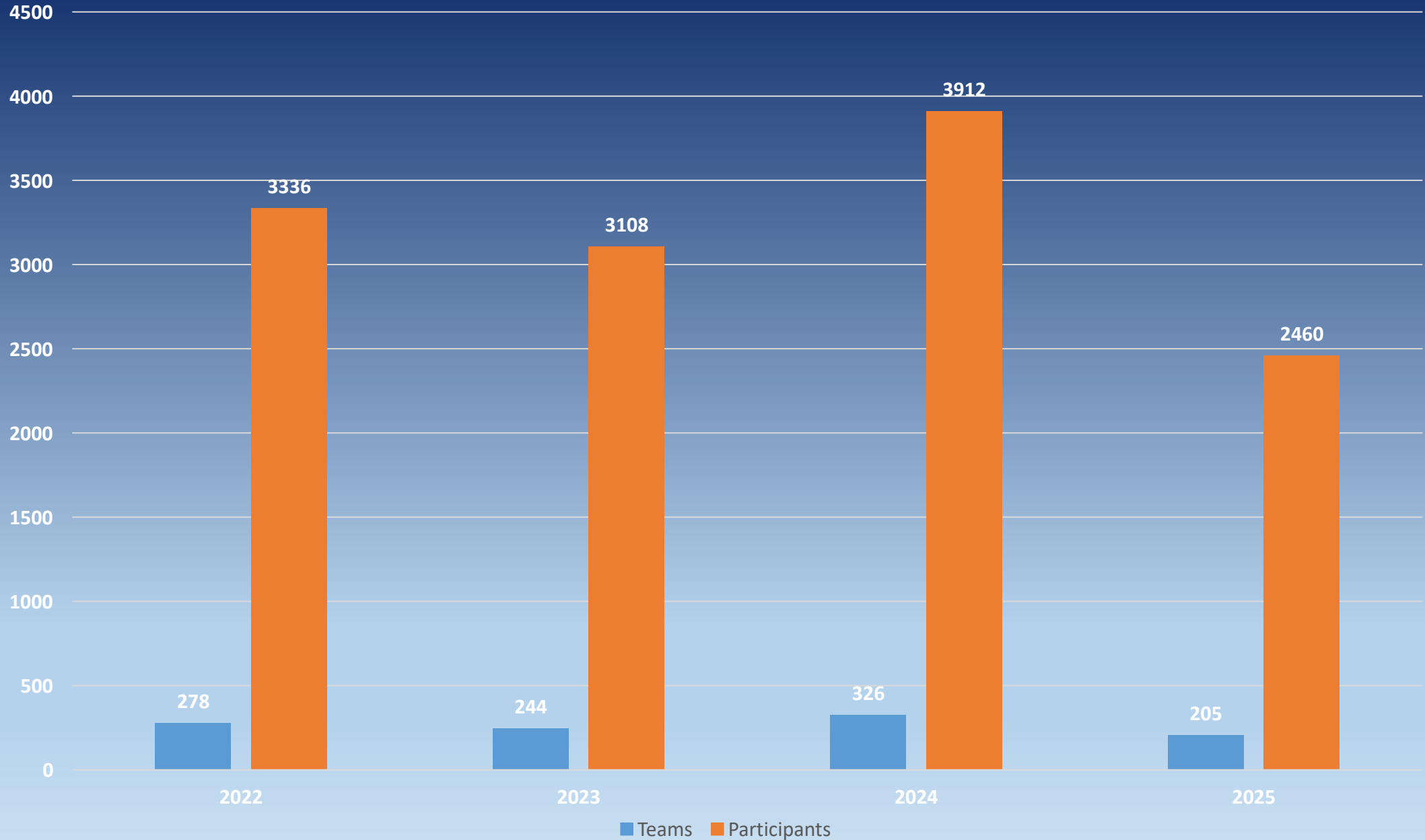
Stilly Gear Exchange

Designed For
Parents To
Donate New or
Slightly Used
Equipment For
Player's Needing
Gear. Players Can
Come By SASA
Armory Basement
And "Shop"





YOUTH BASEBALL TOURNAMENT TOTALS SPRING 2025

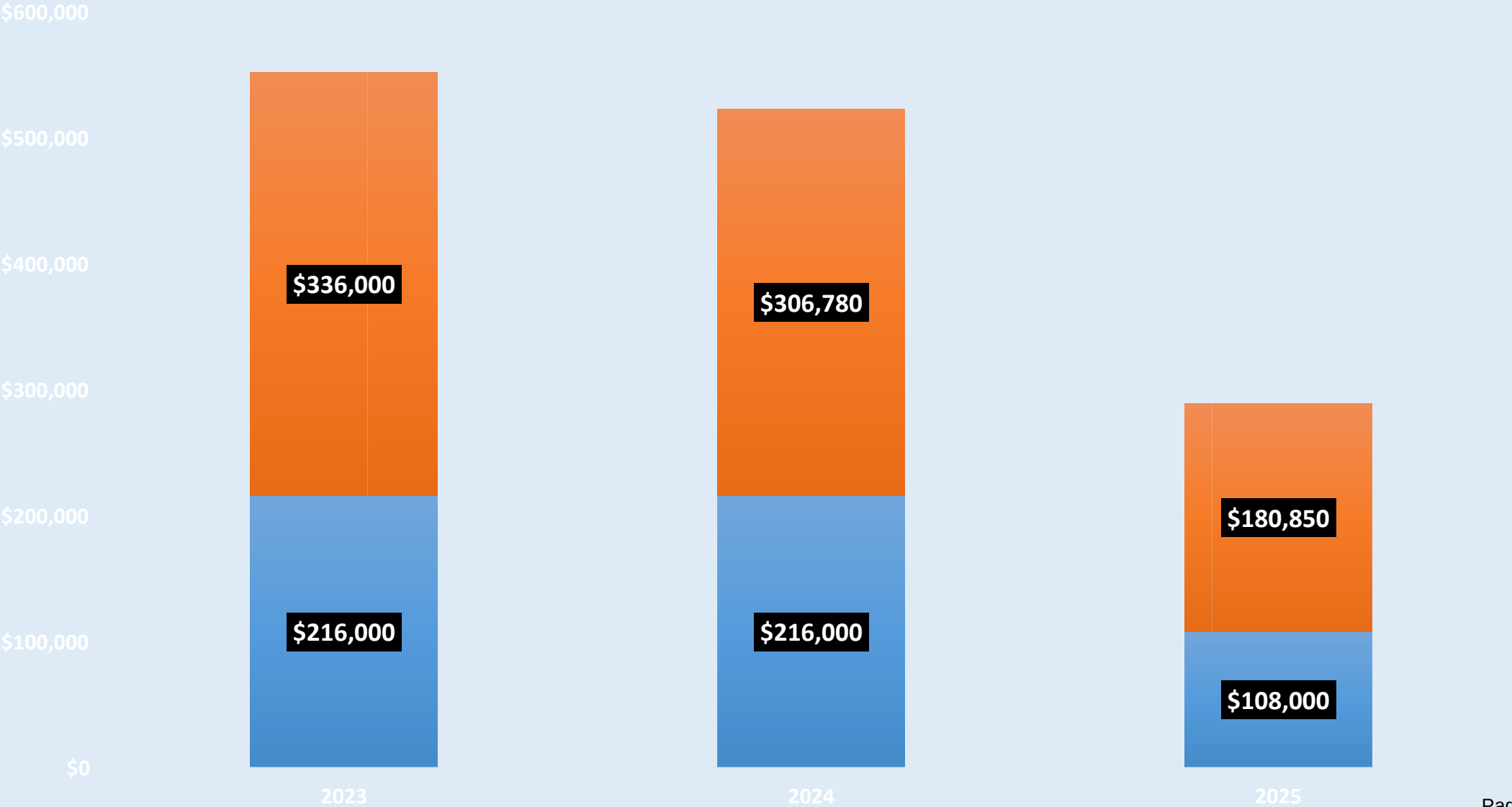




SASA Offers (3) Sessions of Youth Tennis



Annual Gross Income Stillwater Area Sports





SPS Partnership



SASA Holiday Ratings Volleyball Tournament



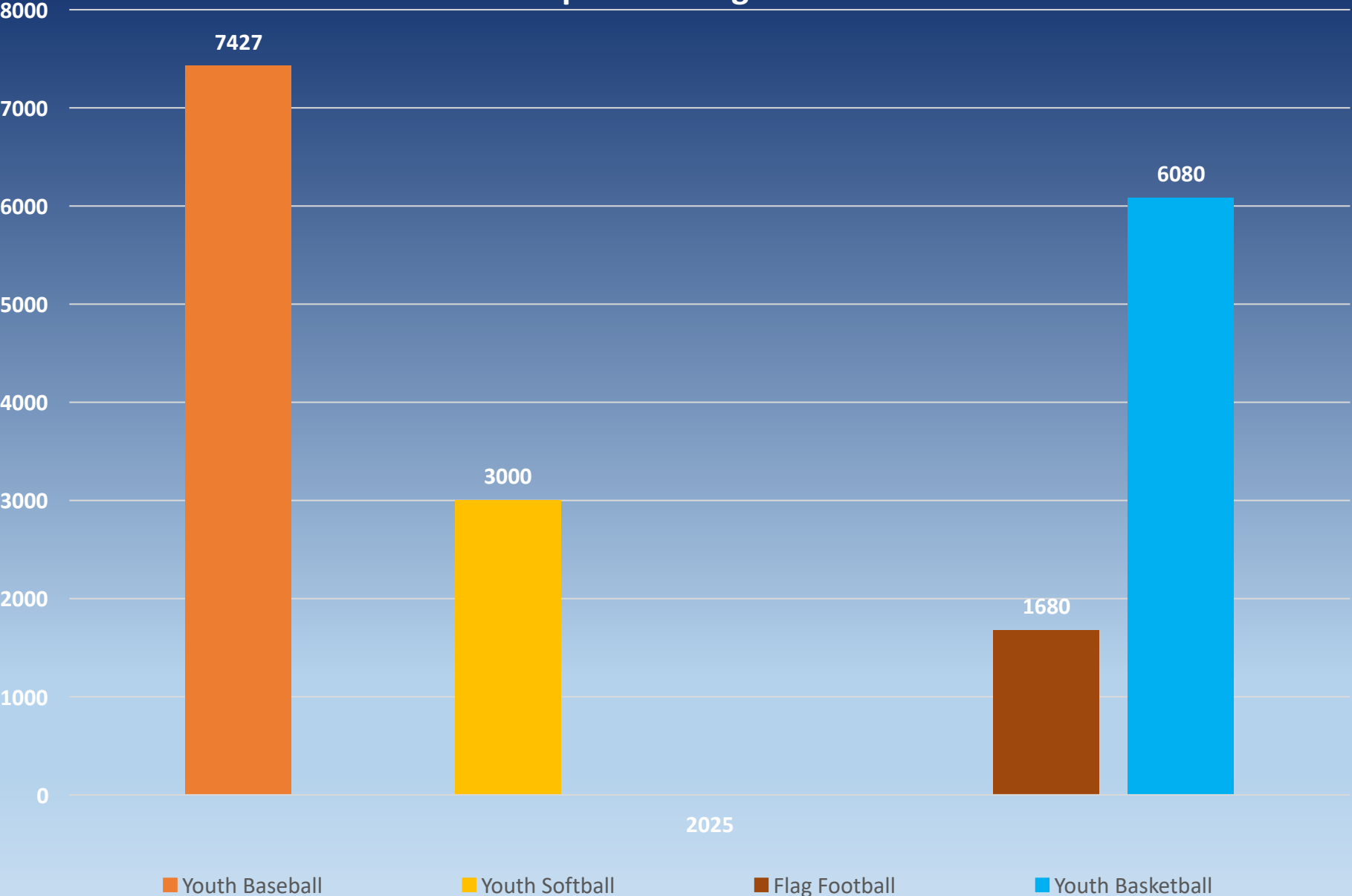
Hosting Special Olympics Softball Games

OKLAHOMA STATE UNIVERSITY INVOLVEMENT



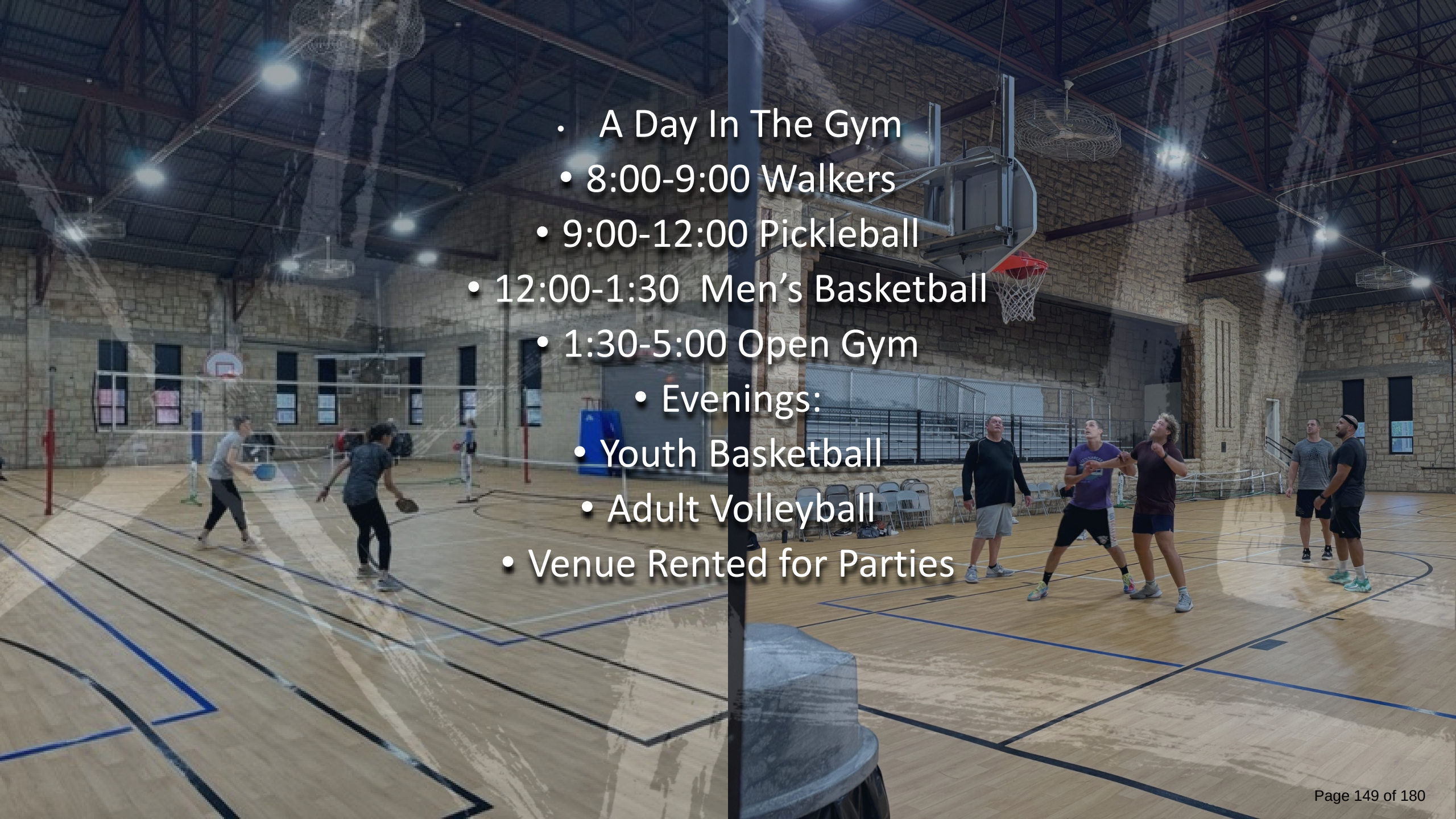
- SASA Teams Scrimmaging at OSU Cowgirl Basketball Games
- SASA Teams Scrimmaging at OSU Men's Basketball Games
 - OSU Tennis Players as SASA Instructors
 - Discount Cowboy Baseball Tickets
 - Discount Cowboy Wrestling Tickets

SASA YOUTH ACTIVITIES- GAMES & PRACTICES- 2025-2026
Total Participants*# of games*weeks of season



A man wearing a red t-shirt, blue shorts, and sunglasses is operating a green John Deere riding mower on a grassy field. The mower has "JOHN DEERE" and "660" printed on its side. In the background, there is a chain-link fence and trees. A green decorative shape is on the left side of the image.

SASA Mows Over 35 Acres of Parks

- 
- A Day In The Gym
 - 8:00-9:00 Walkers
 - 9:00-12:00 Pickleball
 - 12:00-1:30 Men's Basketball
 - 1:30-5:00 Open Gym
 - Evenings:
 - Youth Basketball
 - Adult Volleyball
 - Venue Rented for Parties

Capital Investments 2024-2025

Project	Amount
Equipment (4 mowers, 3 Trucks,2 Gators, Sprayer, Rake,3 Trailers,3 JD 3 Wheelers, Toro 3Wheeler)	(\$273,000)
15 Sets of New Bases & Home Plates	\$4,000
Purchase of New Basketballs /Volleyballs /Softballs/ Baseball/ Tennis Balls / Flag Football/ Catcher's Equipment/Pickleballs	\$11,000
Field Improvements-Whittenburg/Babcock/ Airport/ Strickland	\$50,000
(2) Portable Mounds	\$6,000
Purchase of L Screens	\$1,000
Ice Machine/ Power Washer/ Copier/ (4) Cash Registers	\$1,500
Replaced Shade Structure at Strickland	\$2,500
Total Capital Investments For 2024-2025	\$82,000

Economic Impact Ratio

SASA Tournaments 2025



- 248 Total Number of Teams Participating
- Estimated 2976 Participants
- 5952 Fans & Family
- 496 Coaches
- 115 Estimated # Of Officials
- 9,539 TOTAL OUT OF TOWN ATTENDEES/VISITORS

Day Visitors = # of visitors (6600) x # of days (1) x \$75 = \$495,000 Estimated 70% of Visitors
Overnight Visitors = # of visitors (2939) x # of days (2) x \$200 = \$1,175,600 Estimated 30% of Visitors

Total Anticipated Visitor Spending:	\$1,670,600
Estimated Sales Tax City of Stillwater)@ 4%:	\$ 66,824

SASA Armory As A Party Venue

SASA Offers Party Rentals:

- Pickleball
- Volleyball
- Basketball
- Dodgeball
- Kickball
- Nerf
- Glow In the Dark
- Family Get Togethers
- Baby Showers
- Holiday Functions

Includes:

- Athletic Equipment
- Tables & Chairs
- Sound System
- Ice
- Allowed to bring food & drink

Reservations

Evenings & Weekends

When Available



THANK YOU FOR THE OPPORTUNITY

Board Members:

Kevin Fowler
Rachel Fox
Anne Matlock
Dennis Marshall
Kip Racy
Blaine Stephens
Matt Streeter
Lucas Thompson
James Walker
Brian Vowell

Steve Ruby, Legal Counsel
Travis Cagle, Legal Counsel

Executive Director:

Carolyn Walstad

Operations Director:

Jared Szlichta

Field Supervisor:

Michael Mitchell



www.StillwaterAreaSports.com

Wish List
7 Field Complex With Turf Infield
If You Build It....They Will Come!





Thank You! I'm Out

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 16, 2025



Agenda Item:	8.a. CC-25-94
Previous/Related Action:	CC-2025-1
Background/Issue:	• Ordinance #3457 outlines the Airport Advisory Board’s functions. Among those, the ordinance defines one such function as <i>“annually review the schedule of airport rates and charges, the consumer price index and all other metrics and measures used for leases and other multi-year agreements and make necessary recommendations regarding these items to the City Council for the upcoming fiscal year.”</i> • The Airport Advisory Board reviewed and approved the proposed 2025-2026 Rates and Charges on June 5, 2025. • The Airport’s annual Rates and Charges, once adopted, span the fiscal year starting July 1, 2025 and ending June 30, 2026. • In summary, Rates and Charges remained unchanged with the exception of the annual consumer price index (CPI) adjustment for applicable airport leases only. A comprehensive review of the Airport’s Rates and Charges is underway for analysis and updates. Additional changes to Airport Rates and Charges may be presented to Council in FY26.
Proposal/Solution:	The proposed 2025-2026 Rates and Charges are before Council for adoption.
Financial Source/Impact:	The rates and charges help cover the cost of airport services and/or adequately adjust airport lease rates requiring annual CPI review and adjustment.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Airport staff and the Airport Advisory Board recommend adoption of the 2025-2026 Rates & Charges CPI adjustment.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Resolution No. CC-2025-10 plus Exhibit A final
2. SWO Rates and Charges 2024-2025 - Clean
3. SWO Rates and Charges 2025-2026_track changes (2)

RESOLUTION NO. CC-2025-10

**“A RESOLUTION ESTABLISHING THE STILLWATER REGIONAL
AIRPORT FISCAL YEAR 2025-2026 RATES AND CHARGES
SCHEDULE”**

WHEREAS, Stillwater Regional Airport Advisory Board (SRAAB) is charged with annually reviewing the schedule of airport rates and charges, the consumer price index and all other metrics and measures used for leases and other multi-year agreements and making necessary recommendations regarding these items to the City Council for the upcoming fiscal year; and

WHEREAS, SRAAB has reviewed and approved the Schedule attached hereto as Exhibit “A” which sets the Fiscal Year 2025-2026 Rates and Charges for Stillwater Regional Airport; and

WHEREAS, the 2025-2026 Rates and Charges Schedule establishes a Consumer Price Index (CPI) Adjustment which may be applicable to leases and other multi-year agreements; and

WHEREAS, there are no other changes being made to the current 2024-2025 Rates and Charges by adoption of this Resolution; and

WHEREAS, Stillwater Regional Airport is currently conducting a Rates and Charges study which is anticipated to be completed in December 2025 at which time any proposed changes to rates and charges will be presented for consideration at a future meeting of the City Council; and

WHEREAS, the City Council has reviewed the attached schedule approved by the SRAAB and finds that they are necessary and appropriate.

NOW THEREFORE, BE IT RESOLVED, the Stillwater City Council hereby adopts the attached 2025-2026 Schedule of Rates and Charges for Stillwater Regional Airport.

PASSED AND ADOPTED this 16th day of June 2025.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY this 16th day of June 2025.

KIMBERLY CARNLEY, CITY ATTORNEY



Stillwater Regional Airport

Terminal: 2020-1 West Airport Road
Administration: 3304 N. Airport Industrial
Access Rd.
Stillwater, Oklahoma 74075

Office: 405.372.7881

Fax: 405.372.8460

www.Stillwater.org - www.FlyStillwaterOk.com

2025-2026 Rates and Charges*

Service	Description	Rate
ADMINISTRATIVE FEES		
Conference Room Rental	Half Day	\$ 40
	Full Day	\$ 70
Airport Identification /Access Card	SIDA/Sterile (new and renewal)	\$60.00
	AOA Badges (new and renewal)	\$30.00
	Replacement of Damaged	\$15.00
	No-Return terminated/expired	\$50.00
	Contractor Deposit	\$50.00
	Driver Access (up to 2 vehicles)	\$20.00
Security Violations	1 st Violation	\$50.00
	2 nd Violation	\$100.00
	3 rd Violation	\$200.00
Lost Badges	1 st Violation	\$65.00
	2 nd Violation	\$115.00
	3 rd Violation	\$215.00
Airport Security Escort Fee	<i>Hourly fee, per employee, for providing on-airport escort. (1 hour minimum)</i>	\$ 40.00 / Hour
Charter and Holiday After Hours Staffing Fee	Hourly employee rate for holiday or after-hours minimum required staffing <i>*Holidays defined as those observed by the City of Stillwater; after hours defined as between the hours of 11pm and 4am.</i>	\$40/hour* 2 hour minimum for callback
Fuel Flowage Fee	AV Gas and Jet A Fuel	\$ 0.20
Lock Change Fee	Re-key lock and replace key(s)	actual cost per occurrence
	<i>*Lost Key(s) require Lock Change</i>	
Land Rental	AIRSIDE	\$ 0.24 psfpy
	LANDSIDE	FMV
	<i>Over 2 acres will be negotiated</i>	
Hay & Pasture Lease	Per Bid	Per Bid

AIRCRAFT PARKING/HANGAR FEES

SE=Single Engine ME=Multi-Engine		
Tie-Down/Ramp Parking	SE or ME Nightly* TURBO/JET Nightly* Non-Signatory/Nightly Signatory/Nightly	\$ 10/night \$ 25/night \$.40/1000 lbs/night Included In Agreement
<i>Discount may apply to flight schools with multiple aircraft</i>	<i>*1st night free with fuel purchase of 10 gallons or more</i>	
	Based SE or ME-Monthly	\$ 50
T-Hangar 1 and 2	SE or ME Monthly	\$ 250
Port-A-Port Hangars	SE or ME Monthly	\$ 170
Large Group Hangars	2 or 4 Place Monthly	\$ 140
	6 Place Monthly	\$ 160
	ME Twin Monthly	\$ 175
	<i>Rates vary with size of aircraft</i>	
LANDING/FACILITY FEES 24 hours PPR Required for All Charters		
Landing Fee	0-7,999 LBS	\$ 15
	8,000 LBS + (Non-Scheduled)	\$ 1.30 / 1,000 LBS
	8,000 LBS + (Scheduled)	\$.95 / 1,000 LBS *Signatory Airline Rates Negotiated
Terminal Space	* Signatory Airline Rates Negotiated	\$ 21.25 / SQ FT
Level 1 Facility Fee	Screening Set-Up Not-Required; facility and ramp access with required staffing.	\$ 260.00
Level 2 Facility Fee	Screening Set-Up Required but Screeners NOT provided by airport; facility and ramp access with required staffing	\$ 525.00

Level 3 Facility Fee	Screening Set-up Required and up to 5 Screeners provided by airport (4 plus 1 supervisor); Facility and ramp access with required staffing.	\$ 2,000.00 * <i>\$200.00 extra per additional screener requested</i> <i>\$35/hr/screener for delays over 120 minutes.</i> <i>50% Charge Cancellations within 4-12 hrs of flight;</i> <i>100% Charge cancellations within 4 hrs of flight;</i> <i>* Rates may be adjusted due to screening cost increase</i>
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OTHER FEES		
Spill Containment and Clean Up Fee	Hourly fee per employee, for spill mitigation requiring activation of the SWO Spill Prevention Control and Countermeasure Plan (SPCCP)	\$ 75 / Hour* *Plus Supplies and Disposal Fees
ARFF Standby (Non-scheduled and/or non-signatory support)	ARFF Standby Index B or below	\$270.00
	ARFF Standby Index C	\$310.00 Plus materials/clean up if response required
ARFF Delay Standby	ARFF Standby Index A, B or C for flight delay over one (1) hour of scheduled arrival/departure time	\$270.00
Law Enforcement Support Fee	<i>Arrangements Made Through Stillwater Police Department for LEO Support</i>	SPD Overtime Rate plus \$25
Rolling Stairs Fee		\$ 35.00 per use
Jet Bridge Fee		\$ 75.00 per use
Truck Stairs Fee		\$175.00 per use
24 Hour PPR Required for Non-Scheduled ARFF Standby Additional Charges May be Imposed for Stillwater Fire Department Response		
FY25-26 CPI Adjustment		
1.87%		
* 2025-2026 Rates & Charges study is underway with completion anticipated FY2026. All rates & charges herein, with the exception of the annual CPI adjustment, are subject to change pending Stillwater Regional Airport Advisory Board and Stillwater City Council review and approval.		



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2024-2025 Rates and Charges

Service	Description	Rate
ADMINISTRATIVE FEES		
Conference Room Rental	Half Day	\$ 40
	Full Day	\$ 70
Airport Identification /Access Card	SIDA/Sterile (new and renewal)	\$60.00
	AOA Badges (new and renewal)	\$30.00
	Replacement of Damaged	\$15.00
	No-Return terminated/expired	\$50.00
	Contractor Deposit	\$50.00
	Driver Access (up to 2 vehicles)	\$20.00
Security Violations	1 st Violation	\$50.00
	2 nd Violation	\$100.00
	3 rd Violation	\$200.00
Lost Badges	1 st Violation	\$65.00
	2 nd Violation	\$115.00
	3 rd Violation	\$215.00
Airport Security Escort Fee	<i>Hourly fee, per employee, for providing on-airport escort. (1 hour minimum)</i>	\$ 40.00 / Hour
Charter and Holiday After Hours Staffing Fee	Hourly employee rate for holiday or after-hours minimum required staffing <i>*Holidays defined as those observed by the City of Stillwater; after hours defined as between the hours of 11pm and 4am.</i>	\$40/hour* 2 hour minimum for callback
Fuel Flowage Fee	AV Gas and Jet A Fuel	\$ 0.20
Lock Change Fee	Re-key lock and replace key(s)	actual cost per occurrence
	<i>*Lost Key(s) require Lock Change</i>	
Land Rental	AIRSIDE	\$ 0.24 psfpy FMV
	LANDSIDE <i>Over 2 acres will be negotiated</i>	
Hay & Pasture Lease	Per Bid	Per Bid

AIRCRAFT PARKING/HANGAR FEES

SE=Single Engine ME=Multi-Engine		
Tie-Down/Ramp Parking	SE or ME Nightly* TURBO/JET Nightly* Non-Signatory/Nightly Signatory/Nightly	\$ 10/night \$ 25/night \$.40/1000 lbs/night Included In Agreement
<i>Discount may apply to flight schools with multiple aircraft</i>	<i>*1st night free with fuel purchase of 10 gallons or more</i>	
	Based SE or ME-Monthly	\$ 50
T-Hangar 1 and 2	SE or ME Monthly	\$ 250
Port-A-Port Hangars	SE or ME Monthly	\$ 170
Large Group Hangars	2 or 4 Place Monthly 6 Place Monthly ME Twin Monthly	\$ 140 \$ 160 \$ 175
	<i>Rates vary with size of aircraft</i>	
LANDING/FACILITY FEES 24 hours PPR Required for All Charters		
Landing Fee	0-7,999 LBS 8,000 LBS + (Non-Scheduled) 8,000 LBS + (Scheduled)	\$ 15 \$ 1.30 / 1,000 LBS \$.95 / 1,000 LBS * <i>Signatory Airline Rates Negotiated</i>
Terminal Space	* <i>Signatory Airline Rates Negotiated</i>	\$ 21.25 / SQ FT
Level 1 Facility Fee	Screening Set-Up Not-Required; facility and ramp access with required staffing.	\$ 260.00
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Security Violations	1 st Violation 2 nd Violation 3 rd Violation	\$50.00 \$100.00 \$200.00
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<i>Discount may apply to flight schools with multiple aircraft</i>	<i>*1st night free with fuel purchase of 10 gallons or more</i>	
	Based SE or ME-Monthly	\$ 50
T-Hangar 1 and 2	SE or ME Monthly	\$ 250
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Large Group Hangars	2 or 4 Place Monthly 6 Place Monthly ME Twin Monthly	\$ 140 \$ 160 \$ 175
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24 Hour PPR Required for Non-Scheduled ARFF Standby Additional Charges May be Imposed for Stillwater Fire Department Response		
<u>FY25-26 CPI Adjustment</u>		
<u>1.87%</u>		
<u>* 2025-2026 Rates & Charges study is underway with completion anticipated FY2026. All rates & charges herein, with the exception of the annual CPI adjustment, are subject to change pending Stillwater Regional Airport Advisory Board and Stillwater City Council review and approval.</u>		

RESOLUTION CC-2025-11

A RESOLUTION OF THE CITY OF STILLWATER, OKLAHOMA, APPROVING AN ADDITIONAL \$150,000 ALLOCATION TO THE SMALL BUSINESS ENHANCEMENT CATEGORY UNDER THE IMPLEMENTATION POLICY GUIDE AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY STAFF, SPECIAL COUNSEL FOR ECONOMIC DEVELOPMENT, AND TWO MEMBERS OF THE IMPLEMENTATION POLICY COMMITTEE SELECTED BY THE CITY MANAGER TO PROPOSE AMENDMENTS TO THE IMPLEMENTATION POLICY GUIDE, ALL IN FURTHERANCE OF ACHIEVING THE OBJECTIVES SET FORTH IN THE STILLWATER (RE)INVESTMENT PLAN (A STILLWATER DOWNTOWN/CAMPUS LINK PROJECT PLAN) AND INCREMENT DISTRICT NO. 3, CITY OF STILLWATER

WHEREAS, the City Council of the City of Stillwater, Oklahoma (“City Council”), pursuant to the Oklahoma Local Development Act, 62 O.S. §850, *et seq.* (“Act”), adopted Ordinance 3407, approving the Stillwater (Re)Investment Plan (A Stillwater Downtown/Campus Link Project Plan) (“Project Plan”) and establishing Increment District No. 3, City of Stillwater, a sales tax and ad valorem increment district (“Increment District”); and

WHEREAS, the purpose of the Project Plan is to help the City achieve its development objectives by authorizing the appropriate and necessary public support and assistance for the development and enhancement of its efforts to vitalize downtown Stillwater and the Corridor Redevelopment Area, and establish a special and unique place to live, work, shop, and play (“Project”); and

WHEREAS, the Project Plan supports the City’s efforts to achieve its development objectives, improve the quality of life for its citizens, stimulate private investment, and enhance the tax base, thereby making possible investment that would be difficult without the adoption of the Project Plan and the apportionment of incremental ad valorem and sales tax revenues; and

WHEREAS, the Project Plan authorizes the allocation of incremental revenues to an apportionment fund to be used to pay authorized Project Costs, including public infrastructure, facilities, and improvements, and assistance in development financing; and

WHEREAS, on August 6, 2018, the City Council adopted the Implementation Policy Guide, as contemplated in the Project Plan, to provide a structure and mechanism for the provision of assistance in development financing with guidelines and criteria for the Implementation Policy Committee to consider in reviewing and recommending requests for assistance in development financing, all to assist the City in achieving the objectives of the Project Plan (Exhibit A); and

WHEREAS, on September 14, 2020, the Stillwater Economic Development Authority approved changes to the Implementation Policy Guide as recommended by the Implementation Policy Committee (Exhibit B); and

WHEREAS, on October 19, 2020, the Stillwater Economic Development Authority approved additional changes to the Implementation Policy Guide as recommended by the Implementation Policy Committee (Exhibit C); and

WHEREAS, the October 19, 2020 revisions to the Implementation Policy Guide provided for an allocation of \$150,000 to the Small Business Enhancement category for assistance in development financing to small businesses eligible for assistance under the Implementation Policy Guide; and

WHEREAS, as of the date of this Resolution, all but \$2,687 of the \$150,000 allocation for Small Business Enhancements has been disbursed as assistance in development financing to small businesses located within the Increment District 3 to make exterior improvements to their businesses, in accordance with the Implementation Policy Guide; and

WHEREAS, the Implementation Policy Committee has considered and approved an application for assistance under the Small Business Enhancement category; however, the remaining \$2,000 in the Small Business Enhancement category is insufficient to fund the application; and

WHEREAS, the Implementation Policy Committee anticipates additional applications for funding under the Small Business Enhancement category will be forthcoming; and

WHEREAS, on June 9, 2025, the Implementation Policy Committee voted to recommend the City Council authorize an additional \$150,000 allocation from the \$5 million Assistance in Development Financing Project Cost budget item in the Project Plan to the Small Business Enhancement category which would allow the Stillwater Economic Development Authority to fund additional applications for assistance in development financing that are recommended by the Implementation Policy Committee and approved by the Stillwater Economic Development Authority; and

WHEREAS, the Implementation Policy Committee also expressed support for the preparation of proposed amendments to the Implementation Policy Guide to reflect updates in eligibility criteria, evaluation procedures, and related administrative provisions; and

WHEREAS, the City Manager has requested authorization to work with City staff, Special Counsel for Economic Development, and two members of the Implementation Policy Committee selected by him to prepare and propose revisions to the Implementation Policy Guide to clarify funding terms, evaluation criteria, application and approval procedures, development agreement terms; and to improve formatting, structure, and usability of the Implementation Policy Guide; and

WHEREAS, any proposed amendments to the Implementation Policy Guide shall be presented to the City Council for formal consideration and approval prior to taking effect.

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

1. The amendments to the Implementation Policy Guide, as previously approved by the Stillwater Economic Development Authority on September 14, 2020, and October 19, 2020, are hereby approved, and all actions previously taken by the Stillwater Economic Development Authority to modify and implement the amended Implementation Policy Guide are hereby ratified;
2. \$150,000 of the \$5 million Assistance in Development Financing Project Cost budget item of the Project Plan be allocated to the Small Business Enhancement category for the provision of assistance to eligible small businesses in the Increment District, pursuant to the Implementation Policy Guide. This allocation shall be in addition to the \$150,000 allocated on October 19, 2020. This allocation shall enable the Stillwater Economic Development Authority to fund the pending Small Business Enhancement application and to consider and fund additional eligible applications as recommended by the Implementation Policy Committee and approved by the Stillwater Economic Development Authority; and
3. The City Manager, City staff, Special Counsel for Economic Development, and two members of the Implementation Policy Committee selected by the City Manager are hereby authorized and directed to propose amendments to the Implementation Policy Guide to clarify funding terms, evaluation criteria, application and approval procedures, and development agreement provisions; to improve formatting, structure, and overall usability; and to recommend such other revisions as may be desirable and appropriate to achieve the objectives of the Project Plan.

PASSED AND APPROVED this 16th day of June, 2025.

William H. Joyce, Mayor

Teresa Kadavy, City Clerk

(SEAL)

APPROVED AS TO FORM:

Kimberly Carnley, City Attorney

ORDINANCE NO. 3572

AN ORDINANCE CLOSING ALLEY RIGHT-OF-WAY ABUTTING PROPERTIES LOCATED AT 1101 AND 1123 W. UNIVERSITY AVENUE, 221 S. LINCOLN AND 206 S. MONROE STREETS.

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

The alley abutting parcels located at 1101 AND 1123 W. UNIVERSITY, 221 S. LINCOLN AND 206 S. MONROE STREETS is described as follows:

A PART OF BLOCK THREE (3), WEST COLLEGE ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING ALL OF THE PLATTED ALLEYWAY WITHIN SAID BLOCK THREE (3), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT ONE (1), BLOCK THREE (3); THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK THREE (3), BEING THE WEST RIGHT OF WAY OF S. MONROE ST., A DISTANCE OF 20 FEET TO THE NORTHEAST CORNER OF LOT FOUR (4), BLOCK THREE (3); THENCE WEST ALONG THE NORTH LINE OF LOTS THREE (3) AND FOUR (4), A DISTANCE OF 300 FEET TO THE NORTHWEST CORNER OF LOT THREE (3), BLOCK THREE (3); THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK THREE (3), BEING THE EAST RIGHT OF WAY OF S. LINCOLN ST., A DISTANCE OF 20 FEET TO THE SOUTHWEST CORNER OF LOT TWO (2); THENCE EAST ALONG THE SOUTH LINE OF LOTS ONE (1) AND TWO (2), A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING.

is hereby closed to the public use. The City reserves the right to reopen this alley in the event it is needed in the future, without the necessity to pay the owners or their successors for the reopening of this right of way. The City reserves the right to re-open this alley in the event the alley has not been judicially vacated within one year of the date of approval of this ordinance.

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 06/16/2025
Second Reading:

ORDINANCE NO. 3573

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 1924 and 2002 E. MCELROY ROAD FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL DISTRICT (RSS) TO SMALL LOT SINGLE-FAMILY RESIDENTIAL DISTRICT WITH A PLANNED UNIT DEVELOPMENT (RSS-PUD).

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

Parcels located at 1924 AND 2002 E. MCELROY ROAD:

LOT TWO (2) IN BLOCK ONE (1), MCNEFF ACRES, A SUBDIVISION OF THE SOUTH SIXTY (6) RODS OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, IN PAYNE COUNTY, STATE OF OKLAHOMA;

AND

THE EAST ONE HUNDRED FIFTEEN (115) FEET OF THE SOUTH THREE HUNDRED (300) FEET OF LOT THREE (3) IN BLOCK ONE (1), MCNEFF ACRES, A SUBDIVISION OF THE SOUTH SIXTY (6) RODS OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, IN PAYNE COUNTY, STATE OF OKLAHOMA;

AND

THE WEST 120 FEET OF THE SOUTH 300 FEET OF LOT THREE (3), AND THE EAST 10 FEET OF THE SOUTH 300 FEET OF LOT FOUR (4), BLOCK ONE (1), MCNEFF ACRES, A SUBDIVISION OF THE SOUTH SIXTY (6) RODS OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, IN PAYNE COUNTY, STATE OF OKLAHOMA;

be and the same is hereby rezoned from Small Lot Single-Family Residential District (RSS) to Small Lot Single-Family Residential District with Planned Unit Development (RSS-PUD) and hereby incorporates by reference the Statement of Intent approved with this rezoning and is hereby made a part of this ordinance as if fully set out herein which will become a part of the official records of the city.

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 06/16/2025
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 16TH DAY OF JUNE, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 16TH DAY OF JUNE, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 5/5/2025
Second Read: 6/16/2025

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 16TH DAY OF JUNE, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 16TH DAY OF JUNE, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 5/5/2025
Second Read: 6/16/2025

ORDINANCE NO. 3571

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 1002 S. HUSBAND STREET FROM TWO-FAMILY RESIDENTIAL (RT) TO COMMERCIAL BUSINESS (CB).

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

Parcel located at 1002 S. Husband Street:

Lots 1 & 2 of Block 48, Original Town Stillwater, County of Payne, State of Oklahoma

be and the same is hereby rezoned from RT (Two-Family Residential) to CB (Commercial Business).

PASSED, APPROVED, AND ADOPTED THIS 16TH DAY OF JUNE, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 16TH DAY OF JUNE, 2025.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 06/02/2025
Second Reading: 06/16/2025