



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
JULY 21, 2025

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

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

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

a.	Steve and Becky Irby
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4. Consent Docket

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

a.	Approve July 7, 2025 regular meeting minutes	
b.	Approve Lease Agreement for Interim Trail Use and Rail Banking by and between the State of Oklahoma, by and through the Oklahoma Department of Transportation (Lessor) and the City of Stillwater (Lessee).	Brady Moore
c.	Acceptance of an electric easement from Kipper, LLC on property addressed as 1500 E. Richmond Road.	CC-25-105 David Barth
d.	Award Bid #20-2025 for Airport Baggage Handling System to Robson Handling Technology	CC-25-106 Kellie Reed

	for a baggage handling system (BHS) at the Stillwater Regional Airport terminal for a total of \$1,127,022 and authorize the City Manager to sign the related documents.		
e.	Acceptance of off-site general utility and sanitary sewer easements for the Park Valley subdivision.	CC-25-107	Joshua Brown

5. Public Comment on Items not Scheduled for Public Hearings

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

6. Items Removed from the Consent Docket

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

7. Public Hearings

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

a.	Receive public comment regarding a request for a Map Amendment (MA25-04) to rezone property addressed as 320 S. Walnut Street from Small Lot Single-Family Residential (RSS) to Two-Family Residential (RT).	Memo to table this item to September 8, 2025.	Henry Bibelheimer
b.	Receive public comment regarding a request for a Specific Use Permit (SUP25-03) for property addressed as 320 S. Walnut Street to allow townhomes in the Two-Family Residential (RT) district.	Memo to table this item to September 8, 2025.	Henry Bibelheimer

8. General Orders

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

a.	Consideration, discussion, and possible action 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-25-108	Henry Bibelheimer
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9. Resolutions

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

a.	RESOLUTION NO. CC-2025-16: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT IMPROVEMENT PROGRAM ENTITLEMENT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH.
b.	RESOLUTION NO. CC-2025-17: A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF WILLIAM H. JOYCE TO THE DISTRICT 5 SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF STILLWATER AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.
c.	RESOLUTION NO. CC-2025-19: A RESOLUTION ADOPTING BLOCK 34 PARK RULES AND REGULATIONS AND APPROVING THE BLOCK 34 PARK FEES; AND APPROVING THE MARKET 34 RULES AND REGULATIONS

10. Ordinances

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

First Read

a.	ORDINANCE NO. 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).
b.	ORDINANCE NO. 3575: AN ORDINANCE AUTHORIZING AN AMENDED AND RESTATED LEASE AGREEMENT FOR THE LEASE OF CITY-OWNED PROPERTY AND BUILDINGS LOCATED AT 808 E. ALCOTT DR., AND MORE COMMONLY REFERRED TO AS 701 EAST 12TH AVENUE, TO COMMUNITY RESOURCING INCORPORATED FOR OPERATION OF OUR DAILY BREAD FOOD AND RESOURCE CENTER; PROVIDING FOR CITIZEN INITIATED REFERENDUM OF SAID LEASE IN ACCORDANCE WITH SECTION 4-2 OF THE CITY CHARTER.
c.	ORDINANCE. NO. 3576: AN ORDINANCE TO REZONE PROPERTY ADDRESSED AS 320 S. WALNUT STREET FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) TO TWO-FAMILY RESIDENTIAL (RT).
d.	ORDINANCE NO. 3577: AN ORDINANCE AMENDING STILLWATER CODE OF

	ORDINANCES CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE III, "ICC INTERNATIONAL BUILDING CODE, 2018 EDITION," SECTION 10-54, "INDUSTRIAL CONSTRUCTION, BUILDING PERMIT, EXPEDITED PROCESS"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY
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Second Read

a.	ORDINANCE NO. 3574: AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 16, CRIMES, MISCELLANEOUS OFFENSES AND PROVISIONS, BY REPEALING ARTICLE VII, SMOKING, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 16, CRIMES AND MISCELLANEOUS OFFENSES AND PROVISIONS, ARTICLE VII, USE OF TOBACCO PRODUCTS AND VAPOR PRODUCTS IN CERTAIN PLACES PROHIBITED; SECTION 16-170, DEFINITIONS; SECTION 16-171, PROHIBITED CONDUCT; SECTION 16-172, REQUIRED SIGNS; SECTION 16-173, PENALTIES AND ENFORCEMENT; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR STATUTORY CONSTRUCTION AND SEVERABILITY.
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11. Reports from Officers and Boards

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

a.	Miscellaneous items from the City Attorney
i.	Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Brady Moore.
ii.	Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.
iii.	Request for an executive session pursuant to 25 O.S. §307 (B)(1) for the purpose of discussing the employment, appointment, promotion, demotion, disciplining or resignation of Municipal Judge Tanya Raun.
b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

12. Questions and Inquiries

13. Executive Session

a.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Brady Moore.
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b.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.
c.	Confidential communication for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Municipal Judge Tanya Raun.

14. Return from Executive Session

a.	No action will be taken on this item.
b.	No action will be taken on this item.
c.	No action will be taken on this item.

15. Adjourn

On July 17, 2025 at 11:50 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

Proclamation of Appreciation



WHEREAS, the strength of Stillwater lies not just in its institutions and infrastructure, but in the passion, generosity, and vision of the people who call it home; and,

WHEREAS, Steve and Becky Irby, the entire Irby family, and KICKER corporation have, for decades, exemplified what it means to believe in a community, investing not only in business and innovation, but in people, places, and possibilities; and,

WHEREAS, their dedication has helped shape Stillwater into a community known for creativity, kindness, and connection, values that are reflected in the enduring success of KICKER and the countless ways the Irby family has supported local causes, culture, and progress; and,

WHEREAS, their most recent commitment to helping bring Block 34 to life is yet another remarkable chapter in that legacy, one that will provide joy, opportunity, and shared experiences for generations of Stillwater residents and visitors alike; and,

WHEREAS, Block 34 is more than a project, it is a promise: a promise of public space, civic pride, economic vitality, and a future built together. It is a dream made real thanks in no small part to the heart and steadfast support of the Irby family; and,

WHEREAS, Stillwater is undeniably better today, and will be stronger tomorrow, because of the enduring dedication of KICKER and the Irby family, whose impact can be felt in every corner of our City.

NOW, THEREFORE, I, William H. Joyce, Mayor of the City of Stillwater, do hereby extend deepest appreciation to Steve and Becky Irby for their extraordinary vision, remarkable legacy of generosity, leadership, and love for Stillwater.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JULY 3, 2025 AT 1:45 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JULY 7, 2025**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. CONSENT DOCKET

- a. Approve June 16, 2025 regular meeting minutes
- b. Approve a Sublease Agreement for FY25-26 with Stillwater Trailrider's, Inc. for the operation of a motorcycle and all-terrain vehicle recreational area on land leased by the City from OSU.
- c. Approve carry forward of budget appropriations from FY25 to FY26.
- d. Approve Encroachment Agreement and Release of Liability with The Gamma Delta Chapter of Sigma Chi House Corporation, and Gamma Delta Investors, LLC, for encroaching into the closed alley/proposed utility easements in Block Three of the West College Addition and authorize the Mayor to execute the Agreement.
- e. Award bid #14-2025 for a passenger boarding bridge at the Stillwater Regional Airport terminal to Oshkosh AeroTech, LLC in the amount of \$1,150,522 and authorize the City Manager to sign related documents.
- f. Award bid #19-2025 for furniture, furnishings, and equipment at the Stillwater Regional Airport terminal to L&M Office Furniture in the amount of \$467,638.84 and authorize the City Manager to sign related documents.
- g. Approve Use & Lease Agreement between City of Stillwater/Stillwater Regional Airport and American Airlines and authorize the City Manager to sign related documents.
- h. Acceptance of two waterline easements and an electric easement for a new subdivision named Stonewall Ranch located outside city limits.
- i. Acceptance of an Electric Easement for OSU at the Michael Morgan Building located at 1110 S Innovation Way.
- j. Memo to set the public hearing for a closing of an easement at 707 E Airport Road for The Hub II commercial project.
- k. Approve Task Order No. 2 with Gose & Associates for design and construction administration related services for various sidewalk improvements throughout the City, authorize expenditures not to exceed \$173,253, authorize the City Manager to sign related documents, and approve the related budget amendment.
- l. Approve budget amendments reflecting revenues and expenditures related to the issuance of General Obligation Limited Tax Bonds, Series 2025 on June 27, 2025.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO APPROVE THE CONSENT DOCKET AS PRESENTED.

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

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. RESOLUTIONS

- a. Resolution No. CC-2025-12; SUA-2025-3: A resolution amending Terms and Conditions of Service for Municipal Utilities by amending Section I, General Information, Chapter 2, General Policies by amending Section 1.2.5, Denial of Service; Adding Section 1.2.11, Unified Bill; Adding Section 1.2.12, Identity Theft Prevention Policy; Amending Section 1, General Information, Chapter 3, Special Programs by amending Section 1.3.3, Utility Assistance Program; Amending Section II, Policy Manual For Utility Accounts, Billing, & Collections, Chapter 4, Fraudulent Use of Utility Services by adding Section 2.4.7, Deceased Account Holder; and by amending Section III, Definitions.

City Attorney Kimberly Carnley reported that staff requested updates to the Utility Terms & Conditions of Service to ensure they are up to date. A redlined copy of changes is attached to the agenda packet and available online. New sections were added to address unified bills and identity theft protection, and deceased account holders. Revisions were made to the utility assistance program section to clarify that the City enters into an agreement with a Utility Assistance Program Administrator to administer that program. The hours of operation were also updated to reflect current City Hall hours and holidays.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2025-12 AS PRESENTED.

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

- b. Resolution No. CC-2025-13: A resolution of the Stillwater City Council approving the submission of an application for Fiscal Year 2025 Airport Improvement Program Discretionary Funds administered by The Federal Aviation Administration for Airport Infrastructure Improvements at Stillwater Regional Airport; and approving the associated budget amendments for the required sponsor match

City Attorney Kimberly Carnley stated that this resolution addresses FAA grant funding in support of procurement and installation of a passenger boarding bridge and baggage conveyor in connection with the Stillwater Regional Airport New Terminal and Improvements Project; the estimated total cost of the project is \$1,313,542. The anticipated cost share is: FAA FY25 AIP discretionary grant funds is \$1,244,408 and the local sponsor match of 5% is \$69,134. Ms. Carnley stated that approval of the resolution approves submission of a grant application for FAA FY25 AIP Discretionary Grant Funds in the amount not-to-exceed \$1,244,408; approves the attached budget amendment to appropriate the required matching sponsor match; and authorizes the Mayor or Vice Mayor to sign all necessary documents to secure funding for this purpose.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2025-13 AS PRESENTED.

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

- c. Resolution No. CC-2025-14: A resolution of the Stillwater City Council approving the submission of an application for Fiscal Year 2025 Airport Infrastructure Grant Funds administered by the Federal Aviation Administration for Airport Infrastructure Improvements at Stillwater Regional Airport; and confirming appropriation of the sponsor match

City Attorney Kimberly Carnley reported that this resolution addresses FAA grant funding in support of procurement and installation of furniture, fixtures and equipment (also known as FF&E) in connection with the Stillwater Regional Airport New Terminal and Improvements Project; the estimated total cost of the project is \$769,471. The anticipated cost share is FAA FY25 Airport Infrastructure Grant (AIG) funds is \$719,840 and the local sponsor match of 5% is \$37,886. Ms. Carnley stated that approval of the resolution approves submission of a grant application for FAA FY25 AIG Grant Funds in the amount not-to-exceed \$719,840; confirms appropriation of the required matching sponsor match; and authorizes the Mayor or Vice Mayor to sign all necessary documents to secure funding for this purpose.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2025-14 AS PRESENTED.

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

- d. Resolution No. CC-2025-15: A resolution of the Stillwater City Council authorizing the waiver of Stillwater Fire Department bills for Rural Fire Services provided in response to the March 14, 2025 Wildfire Disaster

City Attorney Kimberly Carnley stated that this resolution addresses the waiver of rural fire bills that may be applicable in connection with the March 14 wildfire disaster. The Stillwater Fire Department incurred approximately \$75,000 in billable fees for equipment and personnel in responding to the wildfires. In recognition of the hardship faced by property owners who were impacted and to support disaster recovery efforts, this resolution approves waiving any applicable rural fire bills to assist in timely recovery and rebuilding efforts which serves a public purpose. Ms. Carnley stated that the resolution also outlines that the waiver is limited to Stillwater Fire Department services provided in response to the March 14 wildfires; applies to any affected property owner and directs the City Manager and Finance Director to implement the waiver immediately.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2025-15 AS PRESENTED.

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

7. ORDINANCES

- a. First Reading

Ordinance No. 3574: An ordinance amending Stillwater City Code by amending Chapter 16, Crimes, Miscellaneous Offenses and Provisions, by repealing Article VII, Smoking, in its Entirety; and Creating and Adopting Chapter 16, Crimes and Miscellaneous Offenses and Provisions, Article VII, Use of

Tobacco Products and Vapor Products in Certain Places Prohibited; Section 16-170, Definitions; Section 16-171, Prohibited Conduct; Section 16-172, Required Signs; Section 16-173, Penalties and Enforcement; repealing all ordinances to the contrary; and providing for Statutory Construction and severability.

City Attorney Kimberly Carnley stated that this ordinance repeals the City's current smoking article in its entirety and replaces it with a new article titled "Use of Tobacco Products and Vapor Products" in certain places are prohibited. She summarized the changes. Ms Carnley reported the new article updates this code section to meet current State laws and also includes any required provisions to ensure the City meets TSET (tobacco settlement endowment trust) eligibility criteria which ensures that the City can apply for grant funding opportunities.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3574 TO SECOND READ AS PRESENTED.

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

b. Second Reading

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.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT ORDINANCE NO. 3572 AS PRESENTED.

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

8. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Brady Moore stated that the City has summer-fun, learning, and networking events in Stillwater for friends of all ages. Please check out the Stillwater Public Library for information about their summer reading program, summer cinema, and much more. Also, our programming for senior center activities has grown exponentially with art and dance classes, guitar lessons, Zumba, card games, and many other great activities. Many thanks to Prairie Arts for their partnership, as well, for their efforts to increase our community's recreational opportunities.
 - City Manager Brady Moore also reminded citizens that as the temperatures get warmer, City 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 residents are out enjoying the parks, let's remember to do your part to keep them clean and safe by using the trash bins.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin asked residents to please save the dates, July 16 through 20, for "Krazy Daze." This is Stillwater's annual, largest community-wide retail event. From Lakeview Pointe and Pioneer Square Shopping Centers to The Strip, Campus Corner, and Downtown Stillwater, there are many shops offering sales for all ages. Some stores feature sidewalk sales, while others have indoor sale

racks. Also, make sure to enter the Krazy Daze Ring Registers Promotion Giveaway throughout the entire month of July.

- Councilor Hawkins invited the community to join the City for the grand opening of our new Fire Station #2 on Tuesday, July 22, from 10 to 11:30 a.m. at 1701 N. Western Road. Come explore the new station with guided tours and celebrate this exciting milestone made possible by the support of Stillwater voters in 2022. Together, let's "Sound the Alarm" that our new fire station is open and ready to help serve the community.
- Vice Mayor Dzialowski reminded Stillwater residents impacted by the March wildfires, that now through the end of July they can apply for financial assistance through the Stillwater Strong Relief Fund at unitedwaypaynecounty.org/stillwater-strong. Because of the generosity of more than 1,500 generous donors, over \$545,000 is available to support renters and homeowners who were impacted. We're also encouraging everyone affected to apply for FEMA and SBA aid by July 22. Many thanks to the leadership and hard work of the Stillwater Strong Task Force, United Way of Payne County, FEMA, SBA, Our Daily Bread, SASA, City staff and emergency responders, and the many dedicated partners who have been part of recovery efforts from the March 2025 wildfires. This resiliency, compassion, and commitment to our community is what Stillwater Strong is all about.
- Mayor Joyce asked the community to please save the date and join the City for the Block 34 Dedication Ceremony on Saturday, July 26 at 7 p.m. The event will occur during Dancing Turtle, the first event in this vibrant new community space. Enjoy live entertainment, shared moments, and the energy of downtown as we officially kick off a new era for Stillwater. Block 34 has been a true team effort. We're ready to enjoy the Kicker Sound Stage, Simmons Bank Pavilion, and the many amenities included in this community space. Many thanks to the Irby family and Kicker, Simmons Bank, generous donors, City staff, engineers, architects, the Stillwater Community Center Foundation, and many others who turned this long-held dream into reality.
- i. Discussion about scheduling items for future meetings.

9. QUESTIONS & INQUIRIES

None.

10. ADJOURN

MOTION BY COUNCILOR HARDIN, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE JULY 7, 2025 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The July 7, 2025 regular meeting of the Stillwater City Council adjourned at 5:54 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

LEASE AGREEMENT FOR INTERIM TRAIL USE AND RAIL BANKING
BY AND BETWEEN
THE STATE OF OKLAHOMA BY AND THROUGH THE OKLAHOMA DEPARTMENT OF
TRANSPORTATION, LESSOR
AND
THE CITY OF STILLWATER, OKLAHOMA, LESSEE

This Lease Agreement (“Lease Agreement”) is made on this ____ day of ____, 2025 (“Commencement Date”) by and between THE STATE OF OKLAHOMA BY AND THROUGH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (“Lessor”), with its principle office located at 200 N.E. 21st Street, Oklahoma City, OK 73105, and the City of Stillwater, Oklahoma (“Lessee”), a municipal corporation, with its principal office located at 723 S. Lewis Street, Stillwater, OK 74074 (Lessor and Lessee each being a “Party”, and both together being “Parties”).

WITNESSETH:

WHEREAS, Lessor owns the 3.2-mile railroad right-of-way in Payne County, Oklahoma, between milepost 30.74 and milepost 27.54 (“Subject Line” or “Premises”); and

WHEREAS, in Surface Transportation Board (“STB”) Decision No. 52174, served June 18, 2024, Lessor received authority from the STB in Docket No. AB-1330X, *The State of Oklahoma by and through the Oklahoma Department of Transportation – Abandonment Exemption – in Payne County, OKLA.*, to abandon the Subject Line; and

WHEREAS, in STB Decision No. 52219, served August 13, 2024, the STB reopened the abandonment proceeding and issued a Notice of Interim Trail Use (“NITU”) in favor of Lessee, authorizing Lessee to negotiate an interim trail use/rail banking agreement with Lessor pursuant to the National Trails System Act, 16 U.S.C. §1247(d) (the “National Trails Act”); and

WHEREAS, Lessee desires to develop the Subject Line into a rail trail for diversified recreational trail use as contemplated in the National Trails Act; and

WHEREAS, the Parties acknowledge and agree that the proposed rail trail is to be used solely for recreational purposes; and

WHEREAS, Lessor wishes to retain the right to reactivate rail service over the Subject Line as required under the National Trails Act.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, Lessor and Lessee, intending to be legally bound hereby, agree as follows:

1. The recitals above are hereby incorporated herein as if set forth in full.

2. (a) Lessor hereby leases to Lessee the surface of the right of way between milepost 30.74 and milepost 27.54 in Stillwater, Payne County, Oklahoma, described on **Exhibit "A"**, and generally shown on the map attached as **Exhibit "B"** (the "Premises") for interim trail use by Lessee, subject to all the terms and conditions that are set forth in this Lease Agreement and all applicable statutes and regulations (including without limitation the National Trails Act).

(b) The Premises are being leased in their "AS IS, WHERE IS" condition. Lessor makes no warranties, express or implied as to the physical condition of the Premises, including the safety of the Premises, or its fitness for any particular purpose or its quality. Lessee has had the opportunity to inspect the Premises and agrees to lease the Premises in their current condition. Lessor enters into this Lease Agreement in full reliance upon the laws of the State of Oklahoma and applicable federal law.

(c) Subject to those rights reserved to Lessor and the duties assigned to Lessor and Lessee, respectively, under this Lease Agreement, Lessor hereby delivers to Lessee, and Lessee hereby assumes possession of and the obligation to manage and operate, the Premises from and after the Commencement Date until and including the Termination Date (defined below). In no event shall this Lease Agreement be construed to create a joint enterprise between Lessor and Lessee for the management or operation of the Premises. In particular, Lessee shall comply with the "statement of willingness filed with the STB on June 27, 2024, a copy of which is attached hereto as **"Exhibit C"** (Statement of Willingness") and the Oklahoma Historical Society, State Historic Preservation Office letter dated March 20, 2024 requesting a historical condition, a copy of which is enclosed hereto as **"Exhibit D"**.

(d) The initial term of this Lease Agreement shall be for twenty (20) years beginning on the Commencement Date and ending on the date that is July 20, 2045 (the "Termination Date"); provided, however, the Termination Date as to some or all of the Premises shall be accelerated to a date designated in writing by Lessor not less than one hundred eighty (180) days after Lessor gives written notice to Lessee that the STB has approved the reactivation of all or a portion of the Subject Line for rail use. Subject to any such acceleration of the Termination Date due to reactivation of rail use, Lessee shall have the option to extend the term (and the Termination Date) for up to five (5) additional periods of ten (10) years each, provided that Lessee is not, at the time of such extension, in default under this Lease Agreement beyond any applicable cure period. Lessee may exercise such extension option by giving to Lessor written notice thereof at least one (1) year prior to expiration of the then-current term. Notwithstanding the foregoing, the Lease Agreement may be terminated in accordance with the terms set forth herein. The initial term and any additional term, as any of same may be earlier terminated by virtue of the reactivation of all or a portion of the Subject Line for rail use, shall be referred to collectively as, the "Term." If Lessee is in default of any material obligation under this Lease Agreement and does not cure such default within forty-five (45) days of receipt of written notice of such default from Lessor, this Lease Agreement may be terminated by Lessor effective as of the date designated by Lessor by giving written notice thereof to Lessee. Upon termination or expiration of the Term, at the request of Lessor, Lessee shall cooperate in the transfer of the NITU to a substitute trail sponsor, if applicable.

(e) Lessor shall be responsible for the payment of any applicable real estate taxes or assessments that might otherwise be charged, levied, assessed or imposed by any jurisdiction upon the Premises, Lessee's improvements thereon or Lessee's leasehold interest ("Real Estate Taxes"). Lessor shall indemnify and hold Lessee harmless from and against Real Estate Taxes that may be imposed upon the Premises. Lessor shall require any third-party users of the Premises under Third Party Agreements (as defined below) to indemnify and hold Lessee harmless from and against Real Estate Taxes that may be imposed upon the Premises as a result of such Third Party Agreements.

3. Lessor acknowledges that Lessee intends to use the Premises for an interim recreational trail. Lessee shall have the right to make improvements to the Premises that are in furtherance of such use; provided, however, Lessee acknowledges that Lessor has the paramount right, upon expiration or termination of the Term, to restore all or part of the Premises into an operating railroad. It is agreed and understood that any interim trail use of the Premises or any improvements thereon by Lessee shall not impair or prevent future restoration of rail service on the Premises pursuant to the National Trails Act. In management and operation of the Premises, Lessee shall not take any actions that would be inconsistent with the reactivation of rail service over the Premises in accordance with the provisions of the National Trails Act, any STB decision or order, or this Lease Agreement.

4. During the Term, neither Lessor nor its successors, assigns or grantees shall erect or maintain any improvements or facilities on the Premises that would unreasonably affect access to or use of the Premises by Lessee and its invitees in accordance with the rights and privileges granted to Lessee under this Lease Agreement; provided, however, Lessor and its grantees may use the Premises to gain access to and to maintain, repair and/or renew any of their respective improvements or facilities that are located on, under or over the Premises in accordance with Section 5 below. Lessor and its grantees shall not park or stop its motor vehicles or other equipment in any manner on the Premises so that the motor vehicles or other equipment will impede the use by Lessee of the Premises unless it is necessary for the construction, maintenance, repair and/or renewal of the improvements or facilities of Lessor and its grantees at the Premises, including in emergency situations. Lessor shall have unrestricted and unencumbered access to the Premises at all times for the purpose of inspecting and/or monitoring Lessee's construction, renovation, or maintenance of the recreational trail in order to protect Lessor's retained interests or rights.

5. (a) Lessee hereby acknowledges that (i) Lessee is leasing only the surface use of the Premises; and (ii) Lessee's leasehold interest does not include any interest in or rights to any present or future easements, licenses, leases, rights, occupancies or privileges granted by Lessor consistent with Section 5(b) below.

(b) Lessor reserves the perpetual, irrevocable, exclusive right and authority at all times to grant easements, licenses, leases, rights, occupancies or privileges (collectively, "Third Party Agreements") in, on, over, under, above, across or through the Premises for any purpose that does not interfere in any material respect with Lessee's rights to use the Premises as a recreational trail and/or Lessee's other rights in the Premises granted herein, including without limitation for purposes of installing, operating, maintaining and replacing antennas, electrical or utility wires, pipes, conduits, fiber-optic and other communication lines, across or as a Longitudinal Occupancy

(as defined below) along the Premises to such grantees as Lessor may elect. Lessor further reserves the right to receive rentals, fees or other compensation payable by its grantees on account of such present and future Third Party Agreements. Except in emergency situations, Lessor or its grantee must give Lessee seven (7) days' advance written notice before entry upon the Premises for the commencement of work by Lessor or its grantee in connection with any improvement or facility permitted under any Third Party Agreement. Such work may temporarily interrupt or interfere with the use of the rail trail, but Lessor or its grantee shall restore such use (and repairing any damage to the Premises) as promptly as feasible.

(c) To Lessor's knowledge, as of the Commencement Date, the Premises are not subject to any Third Party Agreements. However, Lessor makes no representation or warranty as to the absence of Third Party Agreements and Lessee acknowledges that there may be Third Party Agreements of which Lessor currently has no knowledge that a title report on the Premises might disclose. Lessee acknowledges it will honor any Third Party Agreements later identified and shall act in a commercially reasonable manner to protect the improvements and facilities installed over, on or under the Premises pursuant to such Third Party Agreements.

(d) During the Term of this Lease Agreement, if Lessor desires to sell, transfer or develop any portion of the Premises as defined below ("Excess Parcels"), then Lessor must receive permission from Lessee, which consent will not be unreasonably withheld or delayed if the request does not materially impact or interfere with existing or proposed trail development, or with the reactivation of rail service, over the rest of the Premises. If the Parties agree, Lessee and Lessor will jointly seek authority from the STB to remove the designated "Excess Parcels" from Lessee's interim trail use. For the purposes of this Lease Agreement, "Excess Parcels" shall mean portions of the Premises that will not interfere with Lessee's development of the recreational trail, or with the reactivation of rail service, over the remainder of the Premises. Upon approval by the STB, the Excess Parcels will be removed from the Premises and this Lease Agreement shall be amended to reflect any agreed-upon modification of the Premises. Lessor may thereafter sell, transfer or otherwise develop such Excess Parcels. This section shall not apply to Third Party Agreements granted pursuant to Section 5(b) above.

(e) The term "Longitudinal Occupancy" as referenced in Section 5(b) above means an occupancy in the direction of length, running lengthwise, of the right of way as distinguished from traversing or crossing the right of way.

6. Lessee shall not bar or impede or impose fees, charges, tolls or costs upon Lessor or its grantees and their respective contractors when Lessor or its grantees and their respective contractors enter, work upon or leave the Premises in connection with (i) the construction, inspection, repair, or maintenance of the improvements and facilities contemplated under Third Party Agreements; and (ii) Lessor's inspection and monitoring of the construction, renovation and maintenance of the recreational trail.

7. Lessee shall promptly notify Lessor in the event any disputes arise between a third party and Lessee as to rights of occupancy or use of the Premises, including but not limited to issues of unlicensed or prohibited use of the Premises, trespass, and/or encroachments ("Third Party Property Disputes"). Lessee, as the holder of the leasehold to the Premises, shall have the

right, power and authority, at its discretion, to manage, resolve and remedy all Third Party Property Disputes, and Lessee will have the right, power and authority to pursue legal and judicial recourse to remedy such Third Party Property Disputes in its discretion. Notwithstanding the foregoing, Lessor reserves its right to request and receive status updates from Lessee on the management, resolution or remedy of any Third Party Property Dispute. In the event that Lessor objects in writing to Lessee's management or proposed resolution or remedy of any Third Party Dispute on the reasonable belief that such management, resolution or remedy threatens, impairs or poses an unacceptable risk to Lessor's ownership interest in the Premises, Lessor reserves the right, at Lessor's expense, to intervene to manage and/or assume control from Lessee of such Third Party Dispute and to pursue any and all legal and judicial recourse or remedy available to Lessor in connection therewith, and Lessee shall cooperate in a commercially reasonable manner with Lessor's assumption of control of such Third Party Dispute.

8. Lessee expressly agrees, at its own cost and expense, to comply and cause its agents, employees and contractor(s) to comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (federal, state or local) having jurisdiction over Lessee's activities and use of the Premises, including without limitation any excavation activities thereon, and in this regard will specifically coordinate with the contractor to comply with the regulations under the applicable federal and state Occupational Safety and Health Acts and Oklahoma's "Call Before You Dig" or "Call Miss Utility" requirements ("Excavation Legal Requirements"). Lessee will notify Lessor a reasonable time in advance of any excavation work to be performed by Lessee at the Premises. Lessor will cooperate in all reasonable ways with Lessee's requests. Lessor will retain responsibility for monitoring compliance with such Excavation Legal Requirements by its grantees pursuant to Third Party Agreements.

9. (a) Lessee shall permit the Premises to be used only for running, walking, horseback riding, non-motorized two-wheel and three-wheel biking, bicycling in which the user's pedaling is assisted (but not replaced) by an electric motor, and the use of motorized wheel chairs by disabled persons ("Permitted Uses"); provided, however Lessee may (i) designate certain portions of the Premises where one or more of the Permitted Uses are restricted or prohibited and enforce such restrictions or prohibitions, (ii) impose and enforce speed and power limits on any bicycle pedaling that is assisted by an electric motor and (iii) impose and enforce other reasonable guidelines and restrictions on the Permitted Uses. Lessee shall not permit the Premises to be used by motorized recreational vehicles, such as but not limited to, motorcycles, minibikes, and all-terrain vehicles ("ATVs"). Notwithstanding the foregoing, nothing in this Section 9(a) shall be construed to prohibit or restrict the use of motorized vehicles for purposes of patrol, inspection, law enforcement, maintenance, construction, garbage pickup, and emergency medical services. Lessee may institute a permit program to establish and enforce standard operating procedures for such motor vehicle access.

(b) During the Term, Lessee shall not permit the Premises to be used for any railroad operations, including without limitation any rail excursions.

(c) Lessee shall adopt, impose and enforce reasonable trail use guidelines for safe and responsible recreational trail use of the Premises consistent with the Permitted Uses, including the etiquette and courtesies that users owe their fellow users ("Trail Use Guidelines").

(d) Lessee shall be responsible for restricting use of the Premises to the Permitted Uses and for informing trail users of the Trail Use Guidelines. Lessee shall have the right and responsibility to place signs on the Premises to inform trail users of the Permitted Uses and the Trail Use Guidelines and any restrictions and prohibitions relating thereto.

(e) Lessee shall be responsible for coordinating law enforcement and emergency medical services at the Premises.

10. Indemnification and Hold Harmless. Subject to the Oklahoma Governmental Tort Claims Act, Title 51 O.S. § 151 et seq., and without waiving any rights, the Lessee, City of Stillwater, agrees to hold harmless Lessor, State of Oklahoma, and shall be responsible for the negligent and intentional acts or omissions of its respective employees, agents, independent contractors, and representatives that arise out of or are related to this Agreement.

11. Lessee shall maintain insurance of the types, for the minimum coverage limits and in compliance with the other requirements shown on “**Exhibit E**”.

12. (a) Lessee acknowledges and agrees it is responsible for removing and disposing of all rail material excluding bridges (and bridge timbers) and culverts on the Premises in accordance with all applicable health, safety and environmental laws, regulations and rules.

(b) Unless otherwise agreed to by the Parties, any value realized on the disposition of the rail material, whether removed by Lessor or Lessee in accordance with Section 12(a), shall be for the benefit of Lessee.

13. In connection with Lessee’s construction of any improvements or facilities at the Premises (including, but not limited to, the construction of a paved trail, parking lots, access points, road crossings, signs or similar facilities, or for any changes in the grade of the Premises), or any repair, modification, alteration, replacement, addition or removal of any structure or drainage facilities (including but not limited to bridges and culverts), Lessee shall comply with the following conditions:

(a) The work will not adversely affect (i) the potential for restoration of any part of the Premises to railroad purposes, (ii) safety or (iii) access by Lessor and its grantees to the improvements and facilities installed under Third Party Agreements.

(b) Prior to beginning work, Lessee shall obtain all applicable federal, state and local authorizations, including all necessary land disturbance, building, environmental and health permits (“Permits”) and shall ensure compliance with applicable local zoning ordinances and building codes.

(c) Lessee acknowledges that it will comply with the condition requested by the Oklahoma Historical Society, State Historic Preservation Office as part of the abandonment in Surface Transportation Docket No. AB-1330X, *The State of Oklahoma by and through the Oklahoma Department of Transportation – Abandonment Exemption – in Payne County, OKLA*

(STB Decision No. 52174). The condition requires Lessee to express into the concrete of the recreational trail, railroad tracks adjacent to the Stillwater Santa Fe Depot in order to maintain a visual relationship between the tracks and the Stillwater Santa Fe Depot. The Oklahoma Historical Society, State Historic Preservation Office letter is attached hereto **“Exhibit D”**.

(d) Lessee shall pay all the costs of the work and Permits and shall reimburse Lessor for any reasonable costs it may incur in connection therewith. Provided however that Lessor shall not be entitled to reimbursement of any costs incurred in connection with this Agreement unless it has received prior written approval by the City Manager or the City Council.

(e) Should Lessee’s work at the Premises require any Permit, Lessee shall file the required application and Lessor will support such Permit application so long as Lessor incurs no cost or expense in doing so and the Permit conforms to the terms of this Lease Agreement and all applicable laws, statutes, rules and regulations. Lessee shall make such alterations and changes in the application for a Permit that Lessor reasonably requests in this regard. In connection with any Permit, Lessee further agrees to be responsible for and bear the reasonable cost of application for and participation in the proceedings necessary to obtain the Permit.

(f) Lessee will notify Lessor upon completion of the work in order that Lessor may make an inspection to confirm that Lessee has complied with its obligations hereunder. Lessee will make such corrections to the work as Lessor may reasonably require for purposes of such compliance. Upon passing Lessor’s inspection, Lessee will forward to Lessor “as built” plans of the work.

(g) All work will be done at the sole cost and expense of Lessee.

(h) Except as otherwise agreed in writing by the Parties, all improvements and modifications to the Premises made by Lessee shall become part of the Premises and shall be left at the Premises upon expiration or earlier termination of the Term.

14. (a) Lessee has the right to conduct environmental assessments of the Premises at its sole cost and expense (“Environmental Studies”) within one hundred eighty (180) from the Commencement Date (the “Environmental Due Diligence Period”).

(b) Lessee shall share the results of the Environmental Studies with Lessor prior to the end of the Environmental Due Diligence Period. Lessee hereby agrees for itself and each of its representatives who directly or indirectly receives the Environmental Studies to keep confidential and prevent disclosure of the Environmental Studies and the contents therein except to Lessor’s and Lessee’s representatives who need to know such information or as otherwise required by law. Lessor understands and acknowledges that Lessee is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure confidentiality of contract terms or other information provided pursuant to this Agreement that would be inconsistent with compliance with its statutory requirements thereunder.

(c) Lessor makes no guarantee, representation or warranty regarding the environmental condition of the Premises, and Lessor expressly disclaims any and all obligation

and liability to Lessee regarding any environmental contamination which may exist with respect to the condition of the Premises; provided, however, at Lessee's expense, Lessee may perform any environmental clean-up work that is required under applicable environmental laws with respect to contamination shown in the Environmental Studies.

(d) If Lessee, in its sole discretion, is unwilling to accept the environmental condition of the Premises as shown in the Environmental Studies, Lessee may terminate this Lease Agreement by giving written notice thereof to Lessor prior to the end of the Environmental Due Diligence Period. If Lessee fails to terminate this Lease Agreement prior to the end of the Environmental Due Diligence Period, Lessee shall lease the Premises in "AS-IS, WHERE-IS, WITH ALL FAULTS" condition.

(e) The term "Hazardous Substance" ("Hazardous Substances" in the plural) means (i) any substance defined as a hazardous substance under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended ("CERCLA"), (ii) Petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, or regulation. The term "release" shall have the same meaning as is ascribed to it in CERCLA. Lessee agrees that it shall not handle Hazardous Materials or permit the handling of Hazardous Materials in a manner that violates environmental laws in, at or on the Premises.

(f) Lessee shall:

(i) provide to Lessor written request for permission and await receipt from Lessor of express written permission for any activity or operation to be conducted by Lessee or its contractor at or from the Premises that involves the generation, release, storage, use, treatment, cleanup, removal, transportation and disposal or other handling of any Hazardous Substance ("Lessee's Hazardous Substance Activity");

(ii) comply, at its own expense, with all federal, state and local laws, codes, ordinances, regulations, permits and licensing conditions that govern the generation, release, storage, use, treatment, cleanup, removal, transportation and disposal of any Hazardous Substance, including also any requirements and restriction regarding record keeping, testing, transporting and otherwise managing Hazardous Substances;

(iii) at its own expense, promptly contain and remediate any release of Hazardous Substances arising from or related to Lessee's use of the Premises or any Hazardous Substance Activity in the Premises or the environment and remediate and pay for any resultant damage to property, person, and/or the environment; and

(iv) give prompt notice to Lessor and to all appropriate regulatory authorities, of any release of any Hazardous Substance in or near the Premises or the environment arising from or related to Lessee's Hazardous Substance Activity.

(g) Lessee's responsibilities for any Hazardous Substances that contaminate the Premises or other properties or the environment as a result of Lessee's Hazardous Substance Activity during the Term of this Lease Agreement shall survive the expiration or termination of this Lease Agreement for any reason. Such responsibilities include, without limitation, all record keeping obligations, and any responsibilities for the proper cleanup, removal, transportation and disposal of Hazardous Substances, and resulting in any way from the disposal of Hazardous Substances.

15. No waiver by either Party of any breach or default on the part of the other Party of any of the terms, covenants, or conditions of this Lease Agreement shall be deemed or construed to constitute a waiver of any subsequent or similar breach or default.

16. Every notice, approval, consent, or other communication desired or required under this Lease Agreement shall be effective only if the same shall be in writing and sent postage prepaid by overnight delivery service, United States Postal Service registered or certified mail (or a similar mail service), directed to the other Party at its address as follows (or such other address as either Party may designate by notice given from time to time).

If to Lessor:

Oklahoma Department of Transportation
Attention: Jared Schwennesen
Multi-Modal Division Manager
200 N.E. 21st Street
Room 3-D6
Oklahoma City, OK 73105
jschwennesen@odot.org

If to Lessee:

City of Stillwater, Oklahoma
Attention: Brady Moore, City Manager
P.O. Box 1449
Stillwater, OK 74076
brady.Moore@stillwaterok.gov

with copies to:

City of Stillwater, Oklahoma
Attention: City Clerk
723 S. Lewis St.
Stillwater, OK 74074
teresa.kadavy@stillwaterok.gov

17. The words "Lessor" and "Lessee" as used herein shall be construed to include at all times and in all cases their legal representatives, successors, and assigns.

18. (a) This Lease Agreement may not be assigned by Lessee, in whole or in part, without the prior written approval of Lessor (and the STB if a substitution of the assignee as the trail sponsor is proposed).

(b) No portion of the Premises may be sublet by Lessee without the prior written approval of Lessor. Notwithstanding any such approval, Lessee shall remain fully liable and responsible for the subtenant's compliance with all the obligations of Lessee under this Lease Agreement.

19. This Lease Agreement shall be deemed to be the interim trail use agreement between Lessor and Lessee for purposes of the National Trails Act, and all STB orders relating to the same. The Parties agree to provide the STB with a joint notice that they have entered into this Lease Agreement in accordance with the STB's regulations.

20. Lessee acknowledges that the Premises are subject to a future reactivation of rail service. In the event the Premises, or a portion thereof, are to be reactivated for railroad purposes, Lessor has the right to accelerate the Termination Date and terminate this Lease Agreement and the leasehold interest it creates, in whole or in part. In order to terminate this Lease Agreement so as to recapture the Premises, or any portion thereof, for railroad operations, Lessor must give Lessee one hundred eighty (180) days' prior written notice.

21. All notices, approvals and consents required under this Lease Agreement shall be in writing, signed by an authorized representative of the Party giving the notice, approval or consent.

22. If any provision of this Lease Agreement is held invalid or unenforceable, the remainder of this Lease Agreement shall not be affected thereby if such remainder conforms to the requirements of applicable law.

23. This Lease Agreement shall be governed by the substantive and procedural laws of the State of Oklahoma and applicable Federal law, and any disputes that arise thereunder must be heard in the federal or state courts located in the federal Western District of Oklahoma.

24. Except as provided in Sections 10 above, the Lease Agreement is not intended to, and does not confer any third-party beneficiary rights or action in any party other than Lessor and Lessee.

25. Lessee acknowledges that Lessor has not fully abandoned the Premises and that Lessor retains an interest in the Premises as part of the rail transportation system for possible reactivation of rail service under the National Trails Act. By leasing the Premises to Lessee, Lessor is discontinuing use of the right-of-way for rail operations for an interim period. By permitting the construction of a recreational trail in place of railroad tracks and ties, Lessor is preserving the right-of-way for future railroad purposes. Thus, solely during the Term, this Lease Agreement will provide for joint utilization of the Premises where Lessor's use will continue to be to hold the Premises for future railroad operations and other uses under any Third Party Agreement that do not unreasonably interfere with interim recreational trail use, and where Lessee's current use of the Premises will be for interim recreational trail purposes. For the avoidance of doubt, nothing in this Lease Agreement contemplates recreational trail use concurrently on any future active railroad corridor.

26. In the event Lessor or any third party is authorized by the STB to reactivate rail service over all or part the Premises during the Term, the reactivating railroad shall reimburse Lessee for the cost of capital improvements placed on the Premises by Lessee and paid by Lessee to the extent such capital improvements benefit the Premises for railroad operations, subject to deduction for 20-year straight-line depreciation. For the avoidance of doubt, Lessor shall have no obligation to reimburse Lessee for capital improvements benefiting the Premises for railroad purposes if such capital improvements are paid with or funded by public grants or other public sources of funding, unless Lessor otherwise agreed in writing in support of Lessee's application for such public grants or other public sources of funding.

27. This Lease Agreement shall not be recorded in the public records; however, Lessee may, at Lessee's sole expense, record a mutually agreeable Memorandum of Lease in the public records of each county in which the Premises lies.

28. This Lease Agreement may be executed in two or more counterparts, each of which will, when executed, be deemed to be an original, but all of which together will constitute one and the same instrument. A facsimile or electronic copy of a signed counterpart shall be deemed to be of the same force and effect as an original signed counterpart.

[Except for the page number, the remainder of the page is intentionally blank.]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby have caused the Lease Agreement to be duly executed and delivered as of the date first above written.

LESSOR:

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

Multimodal Division Manager Date: _____

Reviewed and Approved as to Form
and Legality:

Assistant General Counsel Date: _____

APPROVED:

Deputy Director Date: _____

LESSEE:

THE CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

Reviewed and Approved as to Form
And Legality:

City Attorney Date: _____

APPROVED:

Mayor Date: _____

ATTEST:

City Clerk Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Oklahoma Department of Transportation's stub-ended line of railroad, extends between railroad milepost 30.74 and railroad milepost 27.54, a distance of approximately 3.2 miles in Stillwater, Payne County, Oklahoma and as more particularly set forth in the Exhibit B Map.

EXHIBIT B

The City of *Stillwater*. OKLAHOMA

Kameoka Connection Opportunity

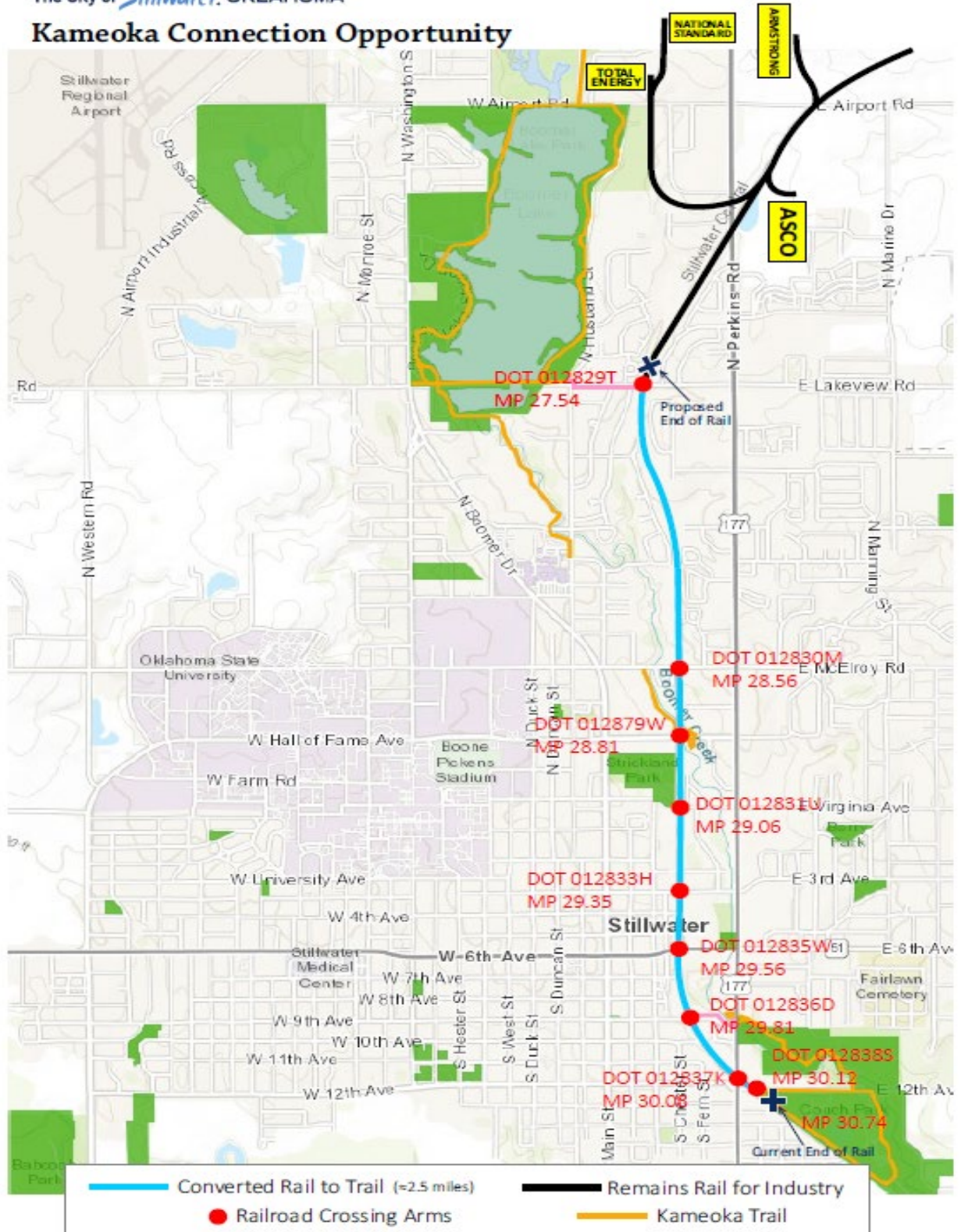


Exhibit B

EXHIBIT C

STATEMENT OF WILLINGNESS TO ASSUME FINANCIAL RESPONSIBILITY

In order to establish interim trail use and rail banking under 16 U.S.C. § 1247(d) and 49 C.F.R. § 1152.29 with respect to the right-of-way owned by the Oklahoma Department of Transportation and operated by Stillwater Central Railroad, L.L.C., the City of Stillwater is willing to assume full responsibility for: (1) Managing the right-of-way, (2) any legal liability arising out of the transfer or use of the right-of-way (unless the sponsor is immune from liability, in which case it need only indemnify the railroad against any potential liability), and (3) the payment of any and all taxes that may be levied or assessed against the right-of-way. The Property, known as Oklahoma Department of Transportation's stub-ended line of railroad, extends between railroad milepost 30.74 and railroad milepost 27.54, a distance of approximately 3.2 miles in Stillwater, Payne County, Oklahoma. The right-of-way is part of a line of railroad proposed for abandonment in STB Docket No. AB 1330X. A map of the right-of-way is attached.

The City of Stillwater acknowledges that use of the right-of-way is subject to the sponsor's continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service. A copy of this statement is being served on the railroad on the same date it is being served on the Board.

EXHIBIT D



Oklahoma Historical Society

State Historic Preservation Office

March 20, 2024

Mr. Justin Marks
Clark-Hill
1001 Pennsylvania Avenue N.W.
Suite 1300 South
Washington, DC 20004

RE: File #1145-24 [Previously 1463-23]; STB-ODOT Abandonment Exemption Project
#AB-1330X, Payne County, Oklahoma

Dear Mr. Marks:

We have reviewed the additional documentation submitted with your letters dated February 27, 2024, and March 11, 2024, regarding the referenced project. We concur with your opinion that the subject railroad tracks and the four bridges, listed on the attachment to this letter, are not eligible for listing in the National Register of Historic Preservation (NRHP). Additionally, we find that the project will have **no adverse effect** on the Stillwater Santa Fe Depot (NRIS #80004293), a property listed in the NRHP, provided the following condition is met:

CONDITION:

The railroad tracks adjacent to the Depot shall be expressed in the new concrete trail to maintain a visual relationship between the tracks and the Depot.

If this condition is acceptable to you, please return this document with the signature as indicated below, confirming your concurrence. When we receive it, your agency will have completed the Section 106 process as outlined in the Advisory Council on Historic Preservation's regulations, 36 CFR Part 800. Specifically, 36 CFR Part 800.5(b) provides that modification of an undertaking in accordance with conditions imposed by the SHPO shall result in a "no adverse effect" determination.

Thank you for the opportunity to review this project. If you have any questions, please do not hesitate to call Ms. Sara Werneke, Historic Preservation Architect, at 405-522-4478.

Sincerely,

Lynda Ozan
Deputy State Historic
Preservation Officer

LO:pm

Attachment

I hereby accept the condition stated in this letter.

Signature

Date

800 Nazih Zuhdi Drive, Oklahoma City, OK 73105-7917
405-521-6249 | Fax 405-522-0816 | www.okhistory.org/shpo



FILE # LIST OF PROPERTIES

1145-24 STB-ODOT ABANDONMENT EXEMPTION
PROJECT #AB-1330X, PAYNE COUNTY

1. STILLWATER RAIL LINE TO BE
 ABANDONED (ODOT STILLWATER
 SEGMENT), SECS 11,14,23
 T19N R2E, STILLWATER

BRIDGES:

2. BRIDGE OVER BOOMER CREEK
 ON ABANDONED STILLWATER CENTRAL
3. BRIDGE OVER CONCRETE CHANNEL
 ON ABANDONED STILLWATER CENTRAL
4. WOOD/TIMBER BRIDGE OVER UNNAMED CREEK
 ON ABANDONED STILLWATER CENTRAL
5. STEEL BRIDGE OVER UNNAMED CREEK
 ON ABANDONED STILLWATER CENTRAL

EXHIBIT E

INSURANCE REQUIREMENTS

(a) Lessee shall, at its own cost and expense, prior to entry onto the Premise or the commencement of any work pursuant to this Lease Agreement, procure and thereafter maintain throughout the Term of this Lease Agreement the following types and minimum amounts of insurance:

(i) Lessee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage endorsement, covering all liabilities assumed by the Lessee under this Lease Agreement with a combined per occurrence and aggregate limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Lessee shall name Lessor as an additional insured to the extent of the State's liability under the provisions of the Governmental Tort Claims Act 51 O.S. Section 151 et seq

(ii) Lessee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits as required under the Workers Compensation Act and Administrative Workers Compensation Act, Oklahoma Statutes, Title 85A.

(b) The following general insurance requirements shall apply:

(i) Lessee, City of Stillwater is insured by Oklahoma Municipal Insurance Group and shall provide evidence of adequate insurance to Lessor prior to commencement of any activities on or upon the premises.

(iii) All insurance policies shall be endorsed to provide Lessor with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) Lessee shall provide Lessor with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property.

(c) If Lessee engages contractors to perform work at the Premises, Lessee agrees to require all such contractors to comply with the insurance requirements of this Exhibit E.

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 21, 2025



Agenda Item:	4.c. CC-25-105
Previous/Related Action:	
Background/Issue:	Kipper, LLC is dedicating an electric easement of 520,500 square feet, or 11.95 acres more or less, across a portion of the property at 1500 E. Richmond Road for electric service.
Proposal/Solution:	Staff recommends acceptance of the electric easement.
Financial Source/Impact:	There is no additional financial impact from acceptance of this easement.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the electric easement and authorize the Mayor to sign the document.
Prepared By:	David Barth, Director of Development Services
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Electric Easement 07.10.2025

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, KIPPER LLC, a Delaware limited liability company (the "**Grantor**"), certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:

COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike;
Thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2" Rebar AND the POINT OF BEGINNING;
Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike;
Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar;
Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail;
Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of N 54°28'57" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;
Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;
Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;
Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11" W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;
Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the SW/4 a distance of 2333.99 feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe;
Thence along said north line of said SW/4 with a bearing of S 89°28'48" W a distance of 1645.64' back to the POINT OF BEGINNING.
CONTAINING 18,196,038 SQUARE FEET OR 417.723 ACRES, MORE OR LESS.

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, ("**Stillwater**") its successors and assigns, an easement for the installation, operation and maintenance of an electric utility transmission and distribution lines (the "**Utility**") through, over, under, and across the portions of the above-described property as described and shown on **Exhibit A** ("**Easement**") and **Exhibit B** ("**Legal Description**") hereto.

Page 32 of 141

EXHIBIT A

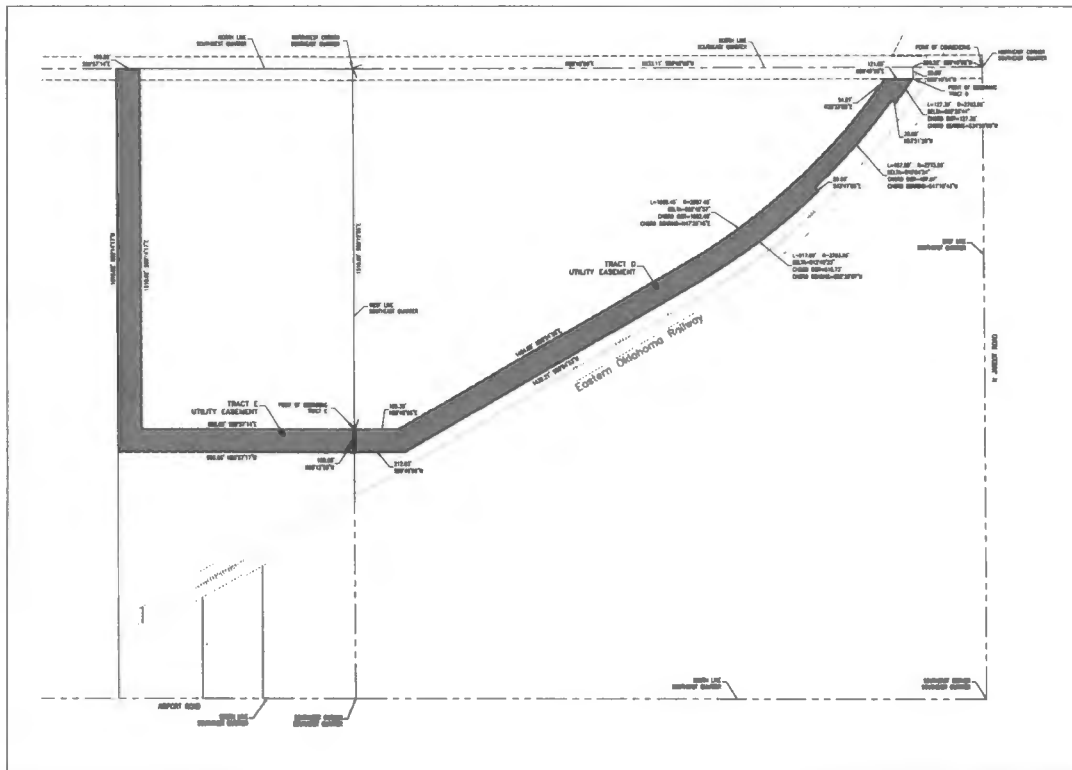


EXHIBIT B

TRACT D

A Proposed Utility Easement being part of the Southeast Quarter of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma being more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 36; Thence, a distance of 290.52 feet, S89°49'06"W along the North line of said Southeast Quarter; Thence, a distance of 50.00 feet, S00°10'54"E perpendicular to the said North line, to the Point of Beginning.

Thence, Southwesterly along a non-tangent curve to the right, along the existing Railroad Right of Way, having a radius of 2793.96 feet, an arc distance of 127.39 feet, the chord of which bears S34°50'09"W, a chord distance of 127.38 feet; Thence, along the said existing Railroad Right of way for the following five (5) courses; Thence, N53°51'29"W, a distance of 20.00 feet; Thence, Southwesterly along a non-tangent curve to the right, having a radius of 2773.96 feet, an arc distance of 487.69 feet, the chord of which bears S41°10'43"W, a chord distance of 487.07 feet; Thence, S43°47'05"E, a distance of 20.00 feet; Thence, Southwesterly along a non-tangent curve to the right, having a radius of 2793.96 feet, an arc distance of 617.99 feet, the chord of which bears S52°33'07"W, a chord distance of 616.73 feet; Thence, S59°54'53"W, a distance of 1432.21 feet, to a point on the West line of the said existing Railroad Right of way; Thence, S89°49'06"W parallel to the said North line, a distance of 212.03 feet to a point on the West line of the said Southeast Quarter; Thence, N00°12'55"W along the said West line, a distance of 100.00 feet; Thence, N89°49'06"E parallel to the said North line for a distance of 185.38 feet; Thence, N59°54'53"E, parallel to said Railroad Right of Way, a distance of 1404.60 feet; Thence, Northeasterly along a non-tangent curve to the left, having a radius of 2697.46 feet, an arc distance of 1069.45 feet, the chord of which bears N47°30'15"E, a chord distance of 1062.46 feet; Thence, N35°33'05"E, a distance of 54.81 feet; Thence, N89°49'06"E, parallel to said North line, a distance of 121.05 feet, to the Point of Beginning.

TRACT E

A Proposed Utility Easement being part of the Southwest Quarter of Section 36, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma being more particularly described as follows:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 36; Thence, a distance of 2633.11 feet, along the North line of said Southeast Quarter, S89°49'06"W, to the Northeast corner of said Southwest Quarter; thence, S00°12'55"E, along the East line of said Southwest Quarter, a distance of 1510.00 feet, to the Point of Beginning.

Thence, continuing S00°12'55"E, along the said East line, a distance of 100.00 feet; Thence, N89°57'17"W, parallel to the North line of the said Southwest Quarter, a distance of 986.66 feet; Thence, N00°14'17"W, a distance of 1610.02 feet; Thence, S89°57'14"E along the said North line, a distance of 100.00 feet; Thence, S00°14'17"E, a distance of 1510.02 feet; Thence, S89°57'14"E parallel to the said North line, a distance of 886.69 feet, to the Point of Beginning;

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 21, 2025



Agenda Item:	4.d. CC-25-106
Previous/Related Action:	
Background/Issue:	October 2, 2023: Council Approved the selection of Lippert Brothers, Inc. as Construction Manager at Risk (CMAR) to provide services for the remaining design, bidding, and construction of the new terminal building, parking, and parking access development at Stillwater Regional Airport (SWO). July 15, 2024: Council Approved the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 (Phase 1) for Stillwater Regional Airport terminal project for a total of \$18,592,300. • The Stillwater Regional Airport (SWO) terminal project is ongoing and has surpassed 30% completion. • On December 16, 2024, Council ratified the approval and submission to the FAA of the FY25 SWO Capital Improvement Program (CIP), which identified FAA Airport Improvement Program (AIP) entitlement funding opportunity in FY25 for a baggage handling system (BHS) for the new terminal. • BHS bids were opened on July 2, 2025, with five (5) bids received. The low bidder for the BHS was Robson Handling Technology with a total bid of \$1,127,022, with total allocation for all BHS project costs of \$1,360,857.
Proposal/Solution:	• Approve the City Manager to enter into agreement with Robson Handling Technology for BHS at the Stillwater Regional Airport terminal for a total of \$1,127,022.
Financial Source/Impact:	BHS costs will be funded through City of Stillwater match and Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant 046 funds for BHS. A resolution for the aforementioned FAA AIP grant for BHS is included in this council packet.
Related Strategic Priority:	
Recommended Action/Motion:	Motion to award Bid #20-2025 for Airport Baggage Handling System to Robson Handling Technology for a baggage handling

system (BHS) at the Stillwater Regional Airport terminal for a total of \$1,127,022 and authorize the City Manager to sign the related documents.

Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. BHS Bid Tab Simplified
2. Stillwater Airport Baggage Handling Sys Recommendation Letter 7.8.2025

Event Number	20-2025 Addendum 3	Organization	City of Stillwater
	Project # 25AP10820 - Airport		
	Terminal Baggage Handling		
	System - FAA AIP 3-40-0090-		
Event Title	046-2025	Workgroup	Purchasing
Event Description	Notice is hereby given that the City of Stillwa	Event Owner	John McClenny
Event Type	IFB	Email	john.mcclenny@stillwaterok.gov
Issue Date	6/7/2025 06:00:03 AM (CT)	Phone	
Close Date	7/2/2025 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Robson Handling Technology US	Grapevine	TX	7/1/2025 11:36:50 AM (CT)	1	\$1,127,022.00
Western Industrial Contractors	Aurora	CO	7/2/2025 02:22:43 PM (CT)	1	\$1,262,058.00
Oshkosh AeroTech, LLC	Roy	UT	7/2/2025 01:34:17 PM (CT)	1	\$1,262,532.00
G&S Airport Conveyor (G and S M	Wichita	KS	7/2/2025 02:54:52 PM (CT)	1	\$1,279,629.00
Diversified Conveyors Internatio	Memphis	TN	7/2/2025 11:38:01 AM (CT)	1	\$1,412,029.00

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

July 8, 2025

Connie McFarland
McFarland Architects, PC
1924 South Utica Ave., Suite 1216
Tulsa, OK 74104

Re: Stillwater Regional Airport Terminal Building Baggage Handling System

Dear Connie:

This letter serves as a formal recommendation for the award of the contract for the Stillwater Regional Airport Building Baggage Handling System. Robson's bid of \$1,127,022.00 is the lowest responsive and responsible bidder and based on the evaluation of their submission and my familiarity with the project scope and requirements, I recommend award of the contract to Robson.

Sincerely,

PARKHILL

By Jared A. Higgins
Jared A. Higgins
Principal | Mechanical Engineer

JAH/bmj

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 21, 2025



Agenda Item:	4.e. CC-25-107
Previous/Related Action:	
Background/Issue:	• IH Development LLC. owns property at 1823 W 26th Avenue, currently under construction for a new subdivision known as Park Valley. • This request is for acceptance of an off-site sanitary sewer easement, and an off-site general utility easement that will serve section 3 of the new subdivision. • The sanitary sewer easement dedication consists of 7,233 square feet (.17 acres) more or less. The general utility easement dedication consists of 11,452 square feet (.26 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of both the off-site easements.
Financial Source/Impact:	There is no additional financial impact from the acceptance of these easements.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the off-site sanitary sewer and general utility easements and authorize the Mayor to sign the documents..
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Park Valley Add., Sec. 3 Offsite General Sanitary Sewer Easement
2. Park Valley Add., Sec. 3 Offsite General Utility Easement

GENERAL SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, IH Development, L.L.C., an Oklahoma Limited Liability Company, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

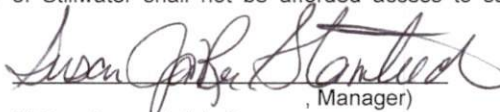
See Exhibit "A"

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

See Exhibits "B" and "C"

This easement contains 7233 square feet or 0.17 acres more or less and are subject to all recorded easements and rights of way thereof.

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


, Manager)

IH Development, L.L.C.,
an Oklahoma Limited Liability Company

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 17 day of June, 2025, personally appeared, Susan J. Miller as Manager of IH Development, L.L.C., an Oklahoma Limited Liability Company, 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 executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

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



NOTARY PUBLIC

My Commission Expires: 11-22-25
My Commission Number: 21015342



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILL JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

EXHIBIT "A"

LEGAL DESCRIPTION PARK VALLEY ADDITION STILLWATER, PAYNE COUNTY, OKLAHOMA

A tract of land being a part of the Southwest Quarter (S.W. 1/4), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest corner of said S.W. 1/4; THENCE North 89°45'26" East along the North line of said S.W. 1/4 a distance of 2627.57 feet to the Northeast corner of said S.W. 1/4; THENCE South 00°39'46" East along the East line of said S.W. 1/4 a distance of 1323.23 feet; THENCE South 89°57'13" West a distance of 2628.55 feet to a point on the West line of said S.W. 1/4; THENCE North 00°37'25" West along said West line a distance of 1314.21 feet to the **POINT OF BEGINNING**.

Said tract contains 79.55 acres, more or less.

EXHIBIT " B "
LEGAL DESCRIPTION
PARK VALLEY SECTION 3
OFFSITE SANITARY SEWER EASEMENT
STILLWATER, PAYNE COUNTY, OKLAHOMA

A sanitary sewer easement being a part of the Southwest Quarter (S.W. $\frac{1}{4}$), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

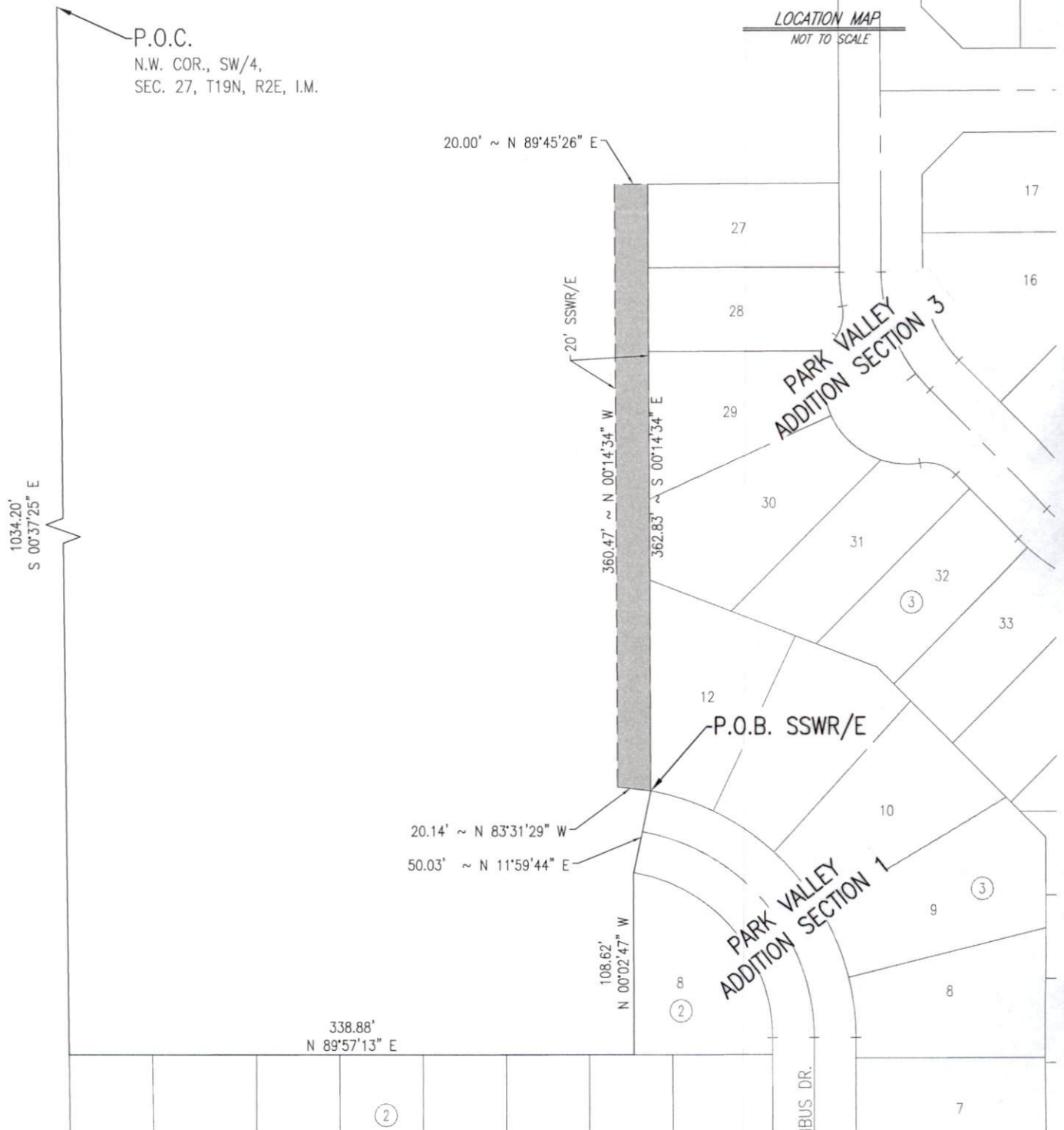
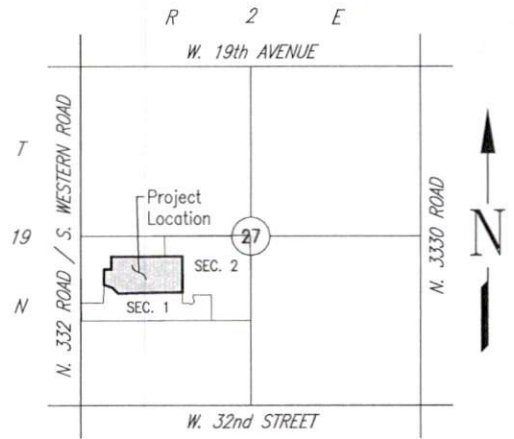
COMMENCING at the Northwest corner of said S.W. $\frac{1}{4}$; THENCE South $00^{\circ}37'25''$ East a distance of 1034.20 feet to the Northwest corner of the filed final plat of PARK VALLEY ADDITION SECTION 1 (as filed in Book 2767, Page 228-229); THENCE along the boundary of said final plat the following three (3) courses:

- 1) North $89^{\circ}57'13''$ East a distance of 338.88 feet;
- 2) North $00^{\circ}02'47''$ West a distance of 108.62 feet;
- 3) North $11^{\circ}59'44''$ East a distance of 50.03 feet to the **POINT OF BEGINNING**;

THENCE North $83^{\circ}31'29''$ West a distance of 20.14 feet; THENCE North $00^{\circ}14'34''$ West a distance of 360.47 feet; THENCE North $89^{\circ}45'26''$ East a distance of 20.00 feet; THENCE South $00^{\circ}14'34''$ East a distance of 362.83 feet to the **POINT OF BEGINNING**.

Said easement contains 0.17 acres, more or less.

EXHIBIT "C"
 LEGAL DESCRIPTION
 PARK VALLEY ADDITION SECTION 3
 OFFSITE SANITARY SEWER EASEMENT
 STILLWATER, PAYNE COUNTY, OKLAHOMA



GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, IH Development, L.L.C., an Oklahoma Limited Liability Company, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

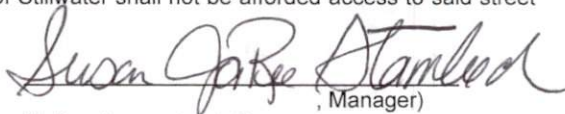
See Exhibit "A"

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

See Exhibits "B" and "C"

This easement contains 11,452 square feet or 0.26 acres more or less and are subject to all recorded easements and rights of way thereof.

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


_____, Manager)
IH Development, L.L.C.,
an Oklahoma Limited Liability Company

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 17 day of June, 2025, personally appeared Susan J. P. Stankard as Manager of IH DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company, 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 executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

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



NOTARY PUBLIC

My Commission Expires: 11-22-25
My Commission Number: 21015342



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILL JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

EXHIBIT "A"

LEGAL DESCRIPTION PARK VALLEY ADDITION STILLWATER, PAYNE COUNTY, OKLAHOMA

A tract of land being a part of the Southwest Quarter (S.W. 1/4), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northwest corner of said S.W. 1/4; THENCE North 89°45'26" East along the North line of said S.W. 1/4 a distance of 2627.57 feet to the Northeast corner of said S.W. 1/4; THENCE South 00°39'46" East along the East line of said S.W. 1/4 a distance of 1323.23 feet; THENCE South 89°57'13" West a distance of 2628.55 feet to a point on the West line of said S.W. 1/4; THENCE North 00°37'25" West along said West line a distance of 1314.21 feet to the **POINT OF BEGINNING**.

Said tract contains 79.55 acres, more or less.

EXHIBIT "B"
LEGAL DESCRIPTION
PARK VALLEY SECTION 3 – OFFSITE UTILITY EASEMENTS
STILLWATER, PAYNE COUNTY, OKLAHOMA

Utility easements being a part of the Southwest Quarter (S.W. ¼), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northwest corner of said S.W. ¼; THENCE South 00°37'25" East a distance of 1034.20 feet to the Northwest corner of the filed final plat of PARK VALLEY ADDITION SECTION 1 (as filed in Book 2767, Page 228-229); THENCE along the boundary of said final plat the following four (4) courses:

- 1) North 89°57'13" East a distance of 338.88 feet;
- 2) North 00°02'47" West a distance of 108.62 feet;
- 3) North 11°59'44" East a distance of 50.03 feet;
- 4) North 00°14'34" West a distance of 126.02 feet to the Northwest corner of Lot 12, Block 3 of said final plat and continuing a distance of 236.81 feet for a total distance of 362.83 feet; THENCE North 89°45'26" East a distance of 100.00 feet to the **POINT OF BEGINNING**;

THENCE North 00°14'34" West a distance of 222.00 feet; THENCE North 89°45'26" East a distance of 25.00 feet to **POINT "A"**; THENCE South 00°14'34" East a distance of 27.00 feet; THENCE South 89°45'26" West a distance of 10.00 feet; THENCE South 00°14'34" East a distance of 195.00 feet; THENCE South 89°45'26" West a distance of 15.00 feet to the **POINT OF BEGINNING**.

Said easement contains 0.08 acres, more or less.

And also,

COMMENCING at said **POINT "A"**; THENCE North 89°45'26" East a distance of 40.00 feet to the **POINT OF BEGINNING**;

THENCE North 00°14'34" West a distance of 10.00 feet; THENCE North 89°45'26" East a distance of 785.19 feet; THENCE South 00°14'34" East a distance of 10.00 feet; THENCE South 89°45'26" West a distance of 785.19 feet to the **POINT OF BEGINNING**.

Said easement contains 0.18 acres, more or less.

MEMORANDUM

DATE: July 21, 2025
TO: Stillwater City Council
FROM: David Barth, Director
Development Services
SUBJECT: Specific Use Permit for 320 South Walnut Street

Staff and the applicant are requesting that the specific use permit to allow townhomes at 320 South Walnut Street be tabled until September 8th, 2025. This will allow time for an updated site plan to be submitted that meets the specific use permit site plan requirements, including parking.

MEMORANDUM

DATE: July 21, 2025
TO: Stillwater City Council
FROM: David Barth, Director
Development Services
SUBJECT: Specific Use Permit for 320 South Walnut Street

Staff and the applicant are requesting that the specific use permit to allow townhomes at 320 South Walnut Street be tabled until September 8th, 2025. This will allow time for an updated site plan to be submitted that meets the specific use permit site plan requirements, including parking.

REPORT TO: CITY COUNCIL

MEETING DATE: JULY 21, 2025



Agenda Item:	8.a. CC-25-108
Previous/Related Action:	June 3rd, 2025, Planning Commission Report June 16, 2025, CC 25-93
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 west of the northwest corner of South Jardot Road and E. McElroy Road. The proposed Planned Unit Development (PUD) for “Cowboy Landing” was heard by City Council on June 16th, 2025. At this meeting 9 neighbors spoke in opposition to the project. The neighbors, as well as the councilors, discussed concerns which included density, screening, neighborhood compatibility, ethical development, building height, road layout, parking, internal sidewalks, and traffic impact. After the public hearing and discussion, the Proposed PUD for “Cowboy Landing” was tabled until July 21st, 2025. The applicant submitted an updated Preliminary PUD on July 1st, 2025, which is the plan being considered today. The revised preliminary PUD addresses several concerns that were outlined during the initial City Council public hearing. Those changes are included in the attached memorandum and summarized below. • The number of units has been reduced from 42 to 32 which decreases the density to 7.9 units per acre. • A passenger vehicle turnaround has been added to the north end of the dead-end street. • A majority of the streets have been widened to 27 feet to allow on-street parking on one side. • The number of houses along the west boundary has been reduced from 6 to 4. • The number of public parking spaces has increased from 9 to 27 spaces. • Internal sidewalks have been added along one side of the perimeter of the private streets. • The site plan shows a 7-foot wood fence along the eastern boundary, an 8-foot wood fence along the western boundary, and a composite wood material or decorative

metal railing fence proposed for the southern boundary abutting McElroy.

The developer scheduled a third neighborhood meeting for Thursday July 17th, 2025, to discuss the revised preliminary PUD site plan for “Cowboy Landing” with the neighbors.

For consideration by City Council is approval of the preliminary PUD plan. If approved, the applicant will follow all the appropriate steps for a final PUD, and then submit a revised Preliminary Plat, which will be considered by Planning Commission.

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 is showing 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.

The revised PUD plan has incorporated these conditions, so staff is recommending approval of the Planned Unit Development “Cowboy Landing” as presented.

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 as presented.

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

Attachments

1. Statement of Intent
2. Planned Unit Development Site Plan
3. Memorandum of City Council Concerns
4. CC-25-93 PUD Cowboy Landing
5. Neighborhood Meeting Minutes (5-22)
6. Planning Commission Mtg Summary 06.03.2025 - Draft



Planned Unit Development – Statement of Intent

Proposed Project: Cowboy Landing - 32-Unit Gated Community Location:
1924 & 2002 East McElroy Road

July 1, 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 32-unit single-family 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 32 homes within a gated community. Each unit is designed to maximize space efficiency and comfort, catering to individuals and families looking for a "game day" house when in Stillwater for various athletic events. 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 1300 to 2200 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 (23.306.K)	8 Units Per Acre	7.9 Units Per Acre (12 allowed by 23.306.k)
Transitional Density (23.306.J)	8 Units Per Acre	7.3 Units Per Acre
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	84 FT
Bulk Regulations Sec 23-137 (d)		
Front Yard Setback (abutting ROW)	20 FT	25 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 at least 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, 18 at the south area and 2 at the north area. This configuration ensures accessibility, prevents congestion, and supports enforcement by the professional management company. On-street parking is limited due to the designated fire lanes and driveway locations, however approximately 9 spaces are provided in Phases 2 and 3 where there are no driveways on the north side of the middle row of homes.
- **Density** - This PUD reflects an efficient use of existing platted 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. Along the west property line there will be a maximum of four lots to help with transition.
- **Sidewalk** - Internal sidewalks are provided along the back of curb on at least one side of each internal drive lane. In addition, a 6-foot sidewalk is being provided along the McElroy Road frontage as required by code.
- **Right of Way** – The site plan for the project reflects a right of way dedication of seven (7) feet along East McElroy Road. It is being provided to allow for a 40-foot half right of way based on the Minor Arterial classification of this roadway.

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 nine (9) 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, an 8-foot and 7-foot, respectively, wood fence is proposed to provide screening to the adjacent tracts. The buildings in both of these areas are at least 20-feet from the exterior property line and medium trees are being proposed at 30- to 50-foot spacing to provide an additional buffer.

Traffic and Infrastructure

1. Units will be designed to have at least 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 roads will function as fire lanes and be 27-foot wide as measured at the back of curb. Limited on-street parking will be allowed in areas with no driveways, and on one side of the road only.

Community Amenities

- The primary community space for this project is being provided along the McElroy frontage between the two gates. This area is sized to accommodate a pickle ball sized court, a fire pit and cornhole. Exact amenities will be constructed as the community evolves.
- A secondary community space will be in the northern section of the site with a dry detention pond and will include a dog park. This area has two community parking spaces available.

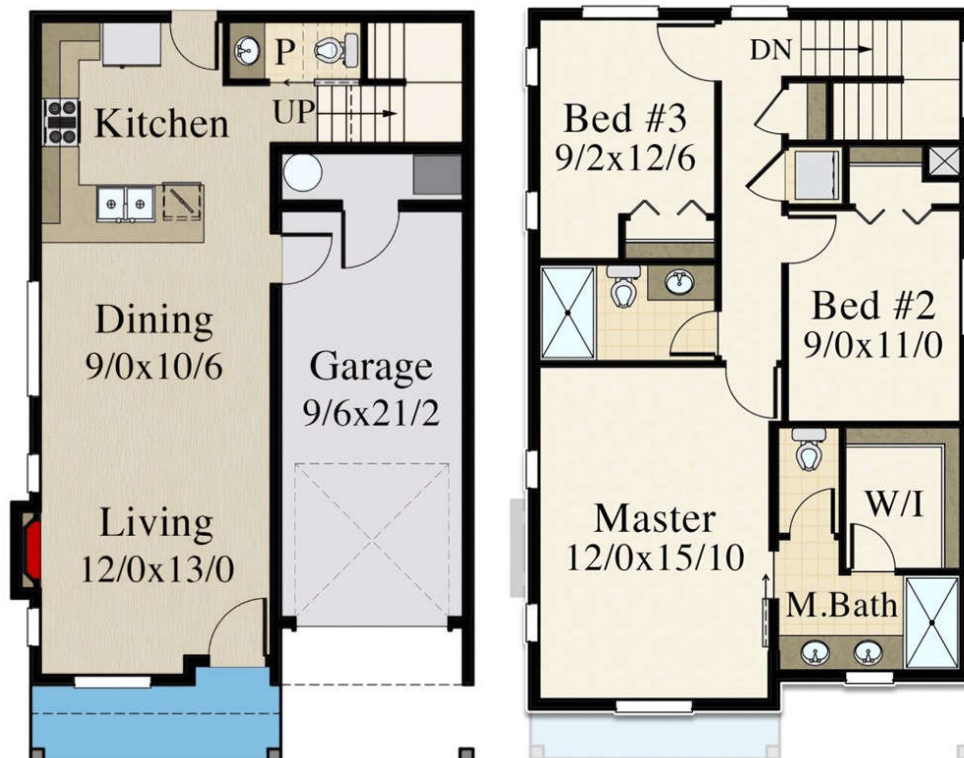
Community Benefits

- Affordable Housing: Provides high-quality, affordable options for individuals and families.
- Tax Revenue: Boosts the local tax base through increased property values and sales tax on building materials and future resident purchases.
- 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.



Typical House Elevation and Footprint

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





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 14 units and the initial stage of site development.

The remaining 18 units will be constructed in two or three subsequent phases, depending on market absorption, financing availability, and seasonal construction conditions. Full build-out of the 32-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 14 units and portions of the shared amenities.
Construction Phase 2	9 Months	6 units and shared amenities.
Construction Phase 3 and 4	12 Months	Remaining 12 units and site final touches.
Project Completion	2028	Community ready for full occupancy.

Conclusion

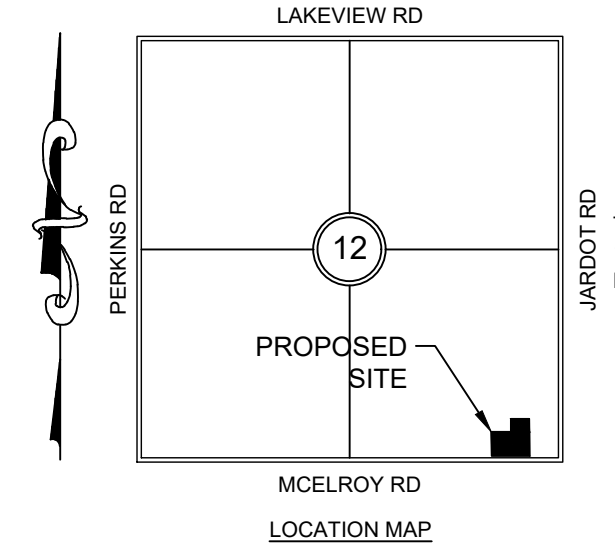
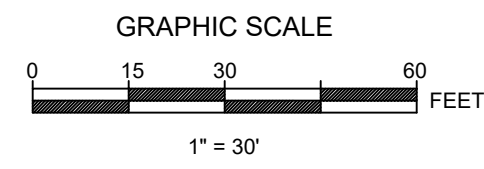
Cowboy Landing represents a forward-thinking approach to addressing Stillwater’s housing needs and those being identified by Envision Stillwater. By utilizing the PUD process, this project will deliver affordable, innovative housing while fostering community interaction and environmental sustainability.

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", written over a horizontal line.

Safe Alusi, Managing Member
Hawk Development Holdings LLC



LEGAL DESCRIPTION

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;

4.20 ACRES MORE OR LESS

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED CERTIFIES THAT THEY IS THE OWNER AND HAS ALL RIGHTS, TITLE AND INTEREST IN AND TO THE ABOVE DESCRIBED TRACT OF LAND.

OWNER	DATE
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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.

CHAIRPERSON	DATE

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 21st DAY OF JULY, 2025.

WILLIAM H. JOYCE, MAYOR

GENERAL NOTES

1. SUBJECT PROPERTY IS LOCATED IN ZONE X BASED ON FEMA FIRM MAP# 40119C0068F, DATED: 05/16/2007
2. CONSTRUCT 32 RESIDENTIAL STRUCTURES WITH 2 TO 3 BEDROOMS

3. PRIVATE INTERNAL ROADS ARE TO BE BUILT TO CITY STANDARDS PER DETAIL 3701. PRIVATE ROADS TO BE DEDICATED AS 27 FOOT ROADWAY AND UTILITY EASEMENTS.
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 MCLEROY TO BE BUILT TO COS DETAIL 3708

ZONING COMPARISON TABLE		
	CODE REQUIRED	PROPOSED
ZONING	SMALL LOT SINGLE FAMILY (RSS)	SMALL LOT SINGLE FAMILY PUD (RSS)
USES	SINGLE FAMILY RESIDENTIAL	SINGLE FAMILY RESIDENTIAL
GROSS DENSITY	8	7.9 (12 ALLOWED BY 23.306.K)
TRANSITIONAL DENSITY	N/A	7.3 (8 ALLOWED BY 23.306.J)
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	84 FT
BULK REGULATIONS SEC 23-137 (D)		
FRONT YARD (ABUTTING ROW)	20 FT	25 FT
FRONT YARD (ABUTTING ACCESS EASEMENT)	20 FT	20 FT
SIDE YARD	5 FT	5 FT
REAR	20 FT	20 FT
BUFFER	N/A	20 FT
LOT COVERAGE	N/A	N/A
PARKING SEC. 23-200. TABLE 4.2. REQUIRED MOTOR VEHICLE AND BICYCLE SPACES		
RESIDENTIAL SINGLE FAMILY (1 - 3 BEDROOM)	1 PER BED ROOM	2 PER UNIT (SINGLE CAR GARAGE AND ONE SURFACE)
LANDSCAPING		
COMMON AREA	N/A	AT LEAST 15% LANDSCAPED

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

Page 61 of 141



Memorandum

To: Mayor Joyce and City Council

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

Date: July 1, 2025

Re: Cowboy Landing PUD -Summary Plan Updates since the 06/17 Council Meeting

This memorandum provides a summary of the concerns raised by the City Council regarding the Cowboy Landing Planned Unit Development (PUD25-02) and outlines the steps taken to address them in alignment with the project plans.

Density

- The overall unit count has been reduced to 32 units, for a gross density of 7.9 units per acre. The base RSS zoning allows for 8 units an acre, and *12 units per acre is permitted per Section 23.306.K of the PUD regulations.*
- The density along the west property line has been reduced to a maximum of four lots to provide a better transition to the adjacent properties.
- The density in the 100-foot transition zone to the west and north adjacent to the RSL lots has been reduced to 7.3 units per acre, with the maximum being *8 units per acre per Section 23.306.J.*

Traffic

- Internal road widths have been adjusted to 27 feet back-of-curb to allow for parking on one side.
- A passenger vehicle turnaround has been added at the north end of the development for improved resident access.
- The number of common and on-street parking spaces has increased to 27.

Sidewalks

- Sidewalks have been added along one side of the perimeter drive lane, directly behind the back of curb to enhance pedestrian access and connectivity.

Common Space

- The main common area has been moved to the south end of the project between the two drives, providing more accessible open space and enhancing the overall streetscape of McElroy. This area includes room for cornhole, pickleball and a fire pit.
- A dog run has been incorporated into the area adjacent to the detention pond along with two parking spaces.

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.

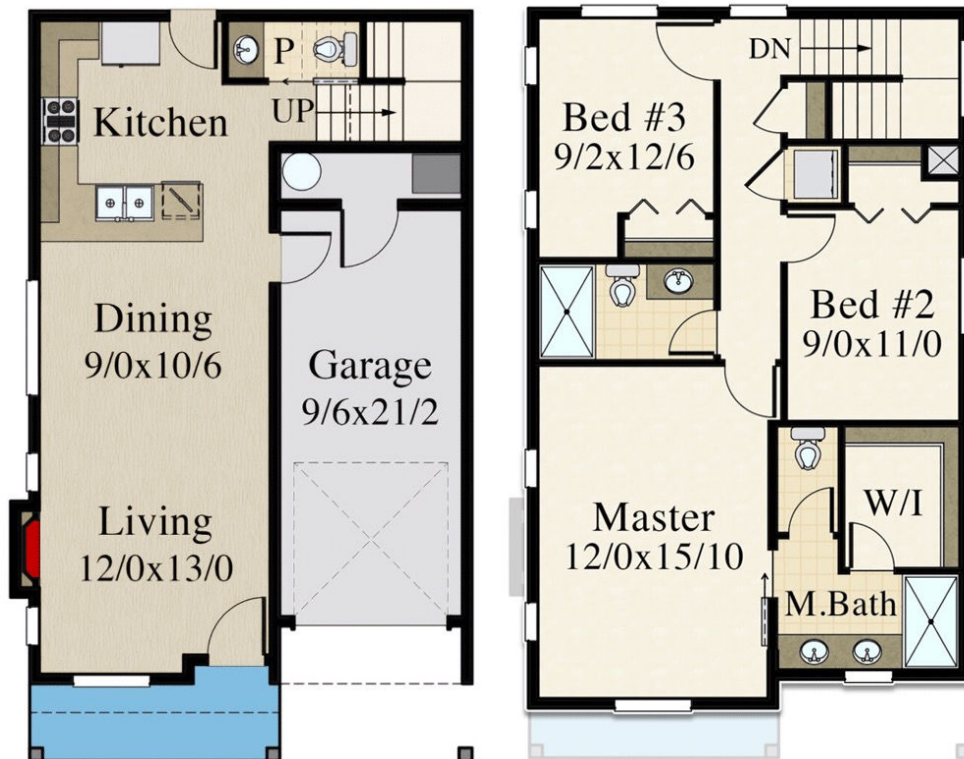
The landscape plan will include turf, low-maintenance shrubs, and ornamental trees. Along the arterial frontage, a 6-foot fence using composite wood material or decorative metal railing will be installed to enhance aesthetics and maintain cohesion with the surrounding context. A row of approximately 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



KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED CERTIFIES THAT THEY IS THE OWNER AND HAS ALL RIGHTS, TITLE AND INTEREST IN AND TO THE ABOVE DESCRIBED TRACT OF LAND.

PLANNING COMMISSION'S CERTIFICATE

CHAIRPERSON	DATE
-------------	------

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

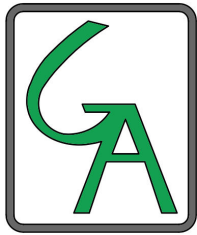
ATTEST:

GENERAL NOTES

1 SUBJECT PROPERTY I

1. SUBJECT PROPERTY IS LOCATED IN ZONE X BASED ON FEMA FIRM MAP# 0119C0088F, 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



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.

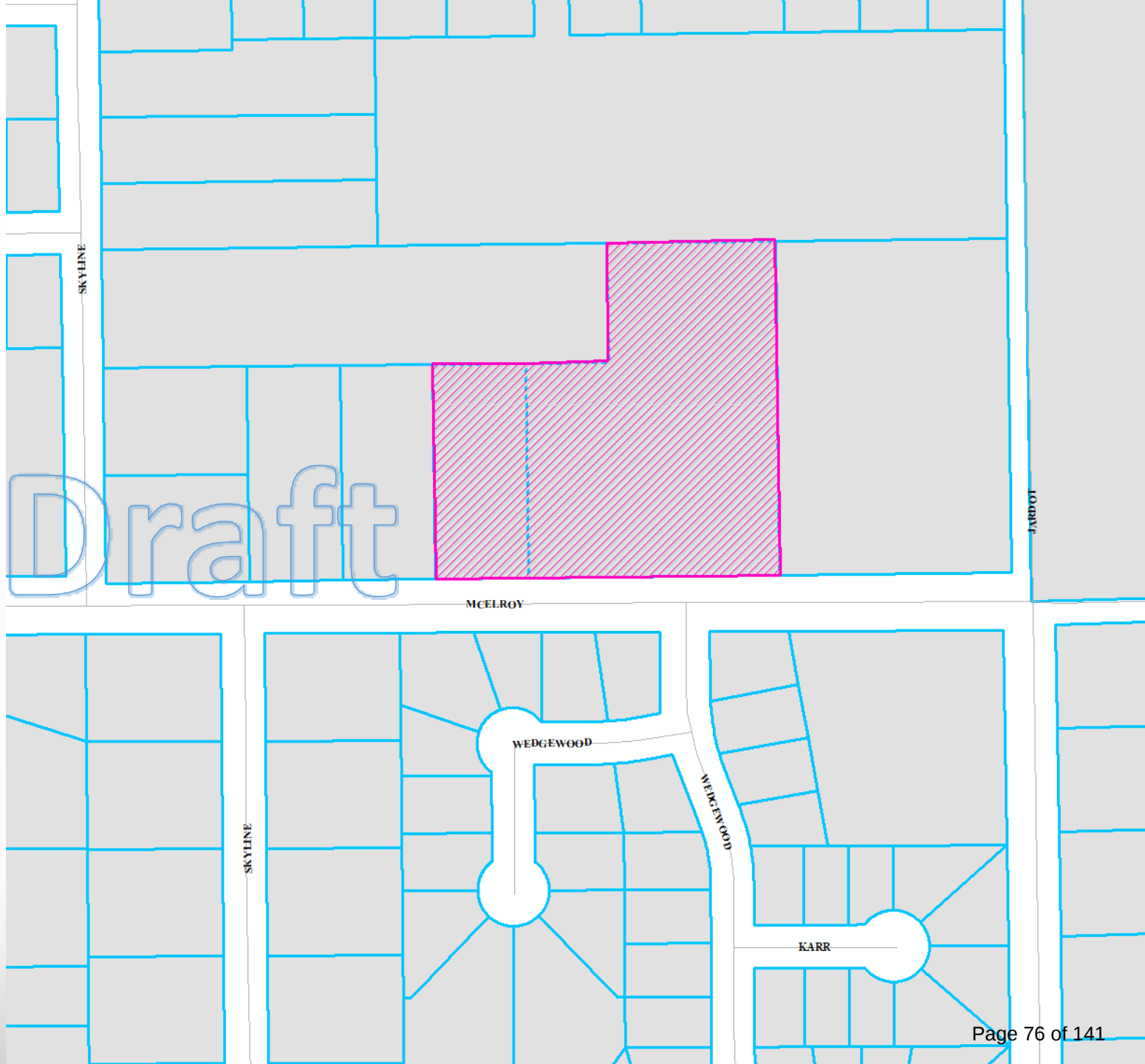
Planned Unit Development

1924 and 2002 East McElroy Road

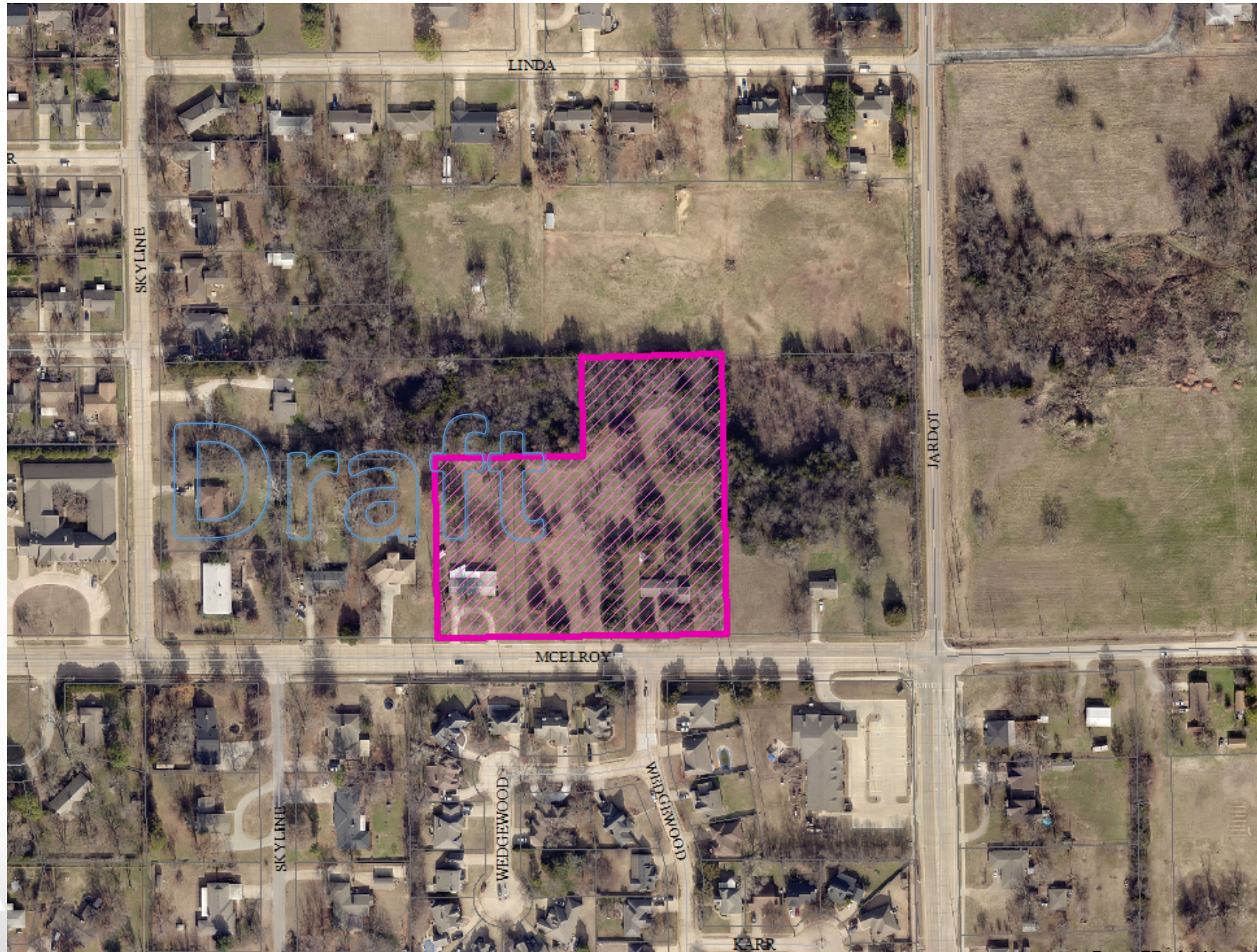
PUD proposing a 42-lot residential development.

PUD25-02

Area Map



Aerial View



Stillwater OKLAHOMA

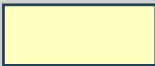
Street View from McElroy (South Side)



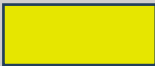
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Zoning Map

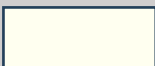
Legend



RSS (Small Lot Single-Family)



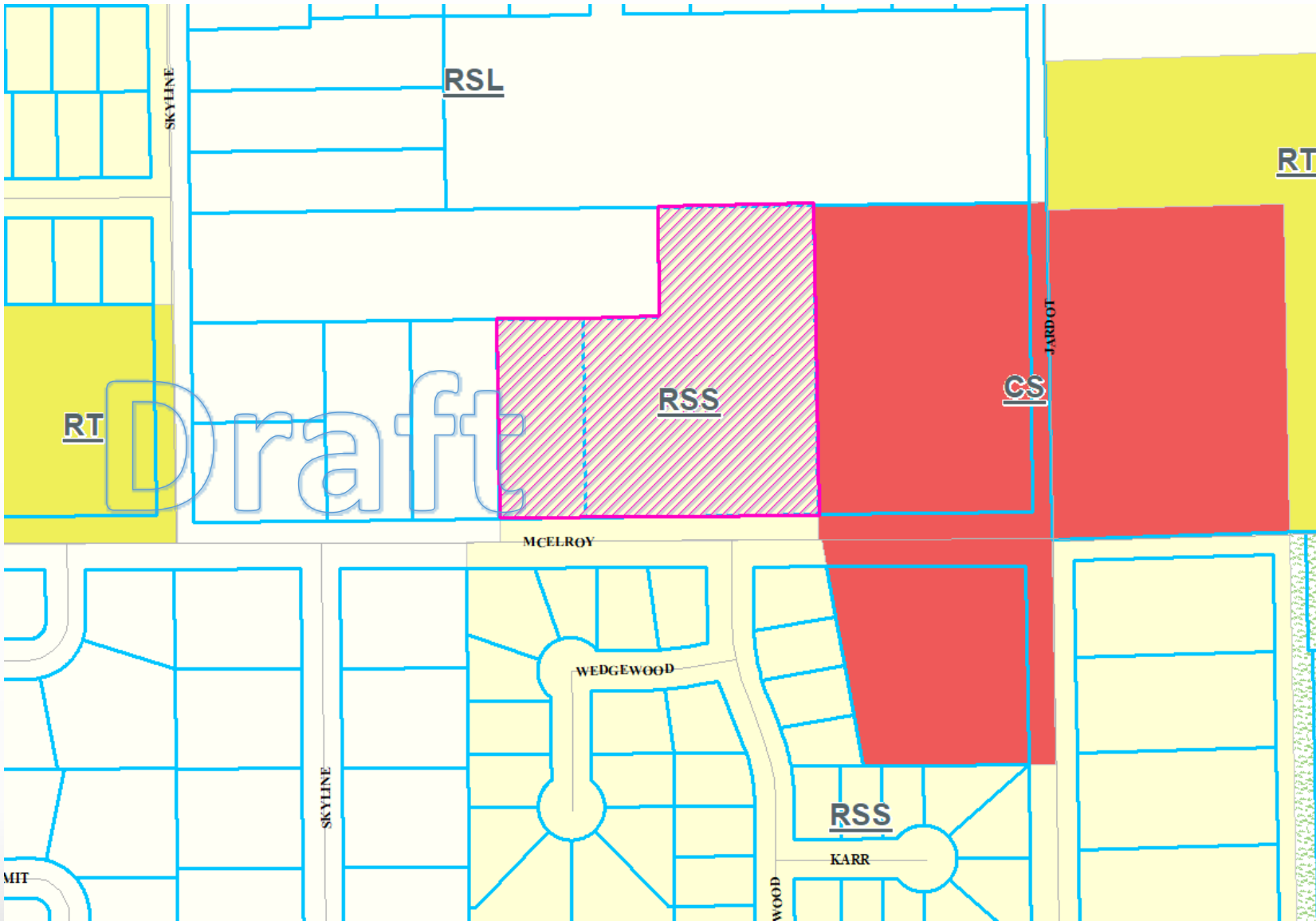
RT (Two-Family)



RSL (Large Lot Single-Family)



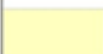
CS (Commercial Shopping)

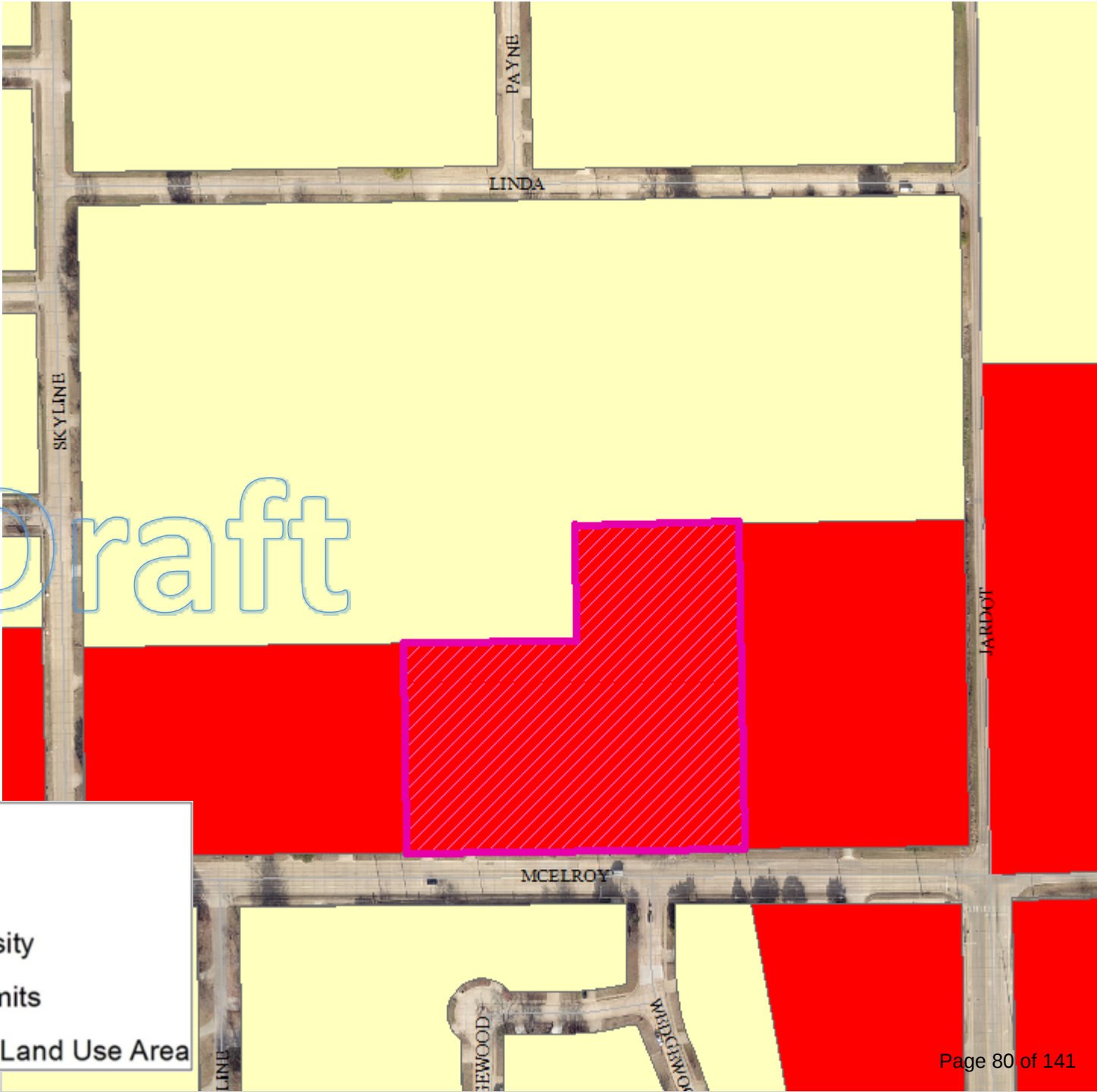


Future Land Use Map

Draft

Land Use Categories

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



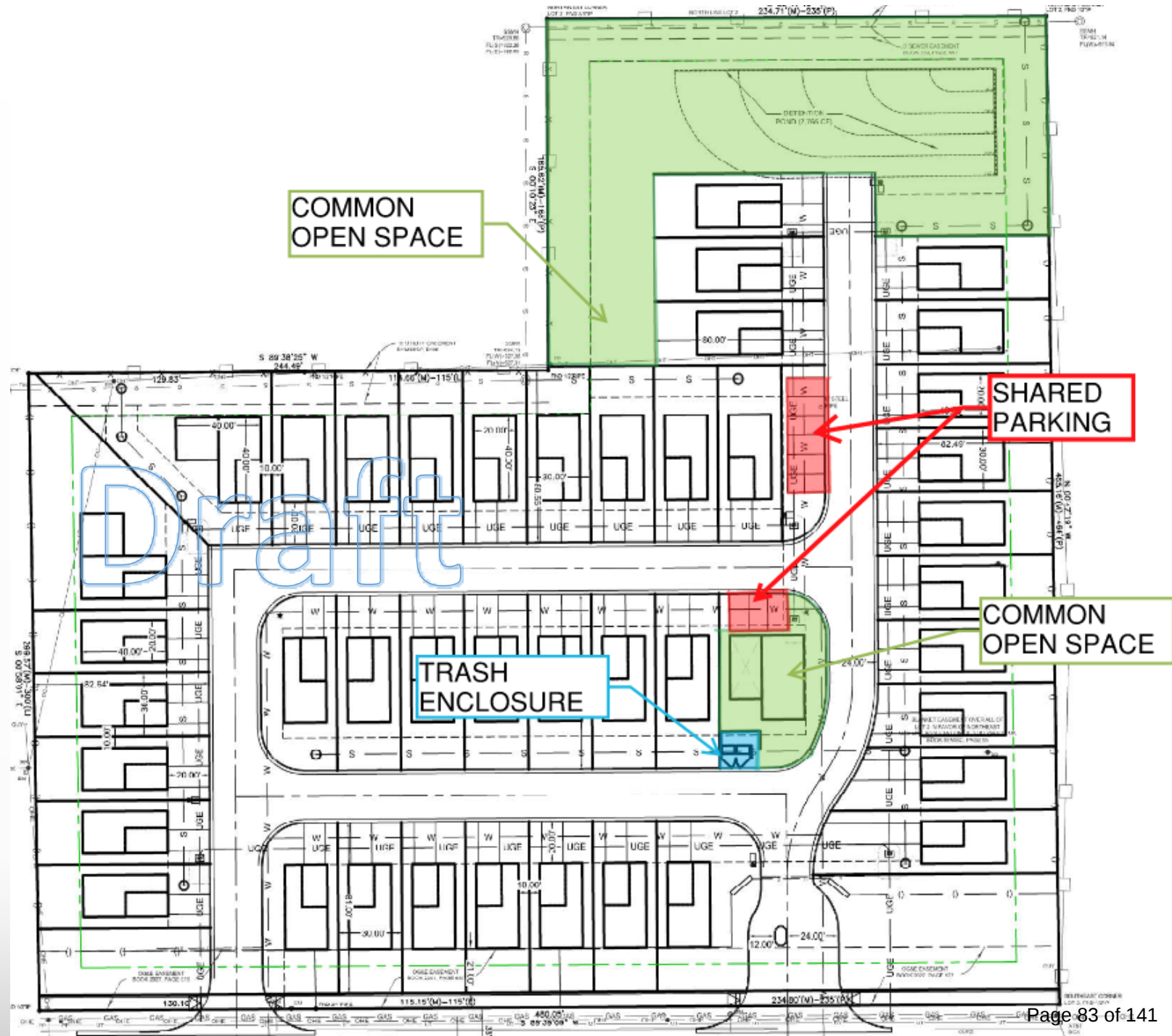
Planned Unit Development Considerations (SEC. 23-305 & 306)

- 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

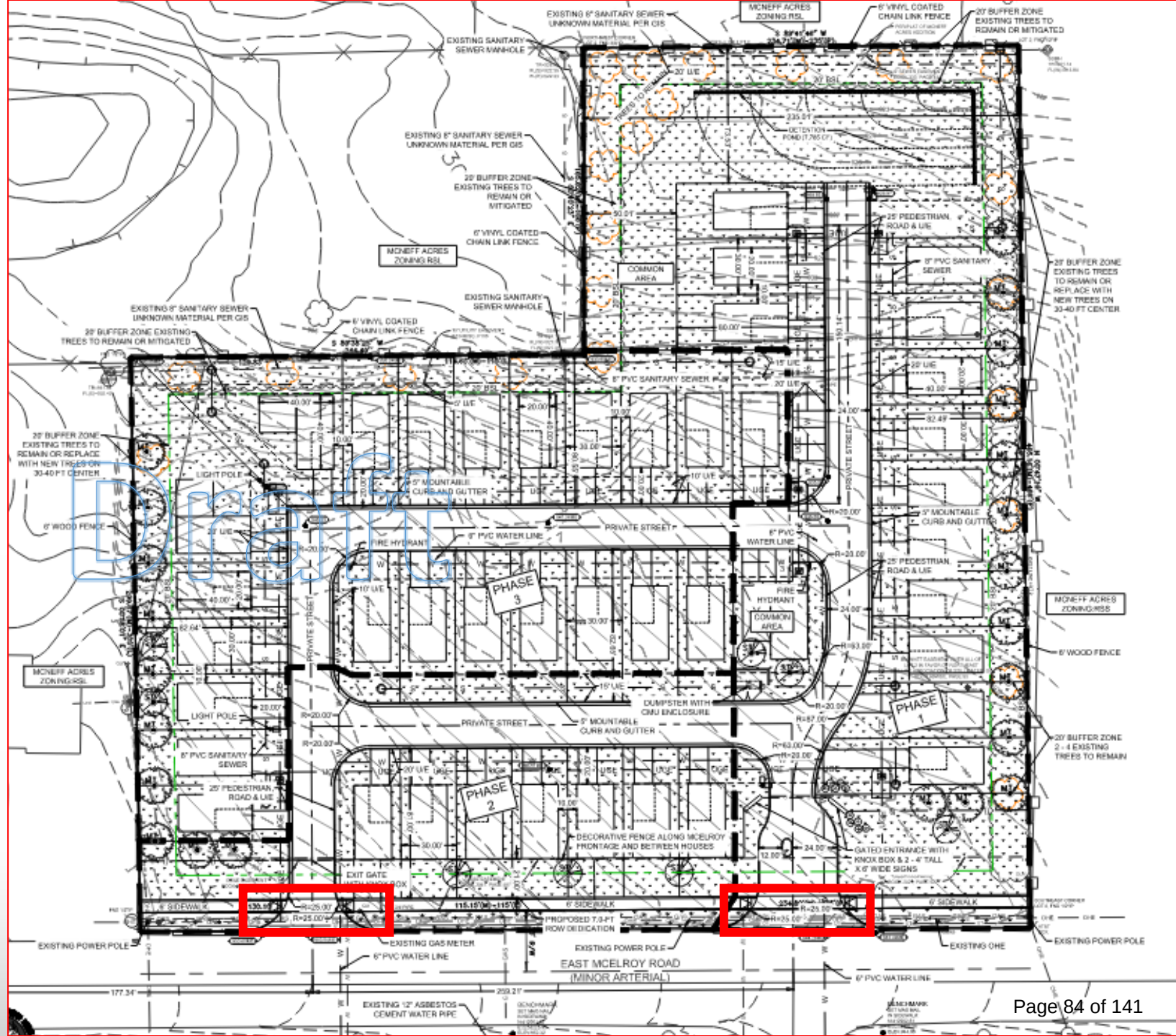
Site Plan

- 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

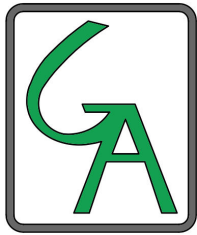
3. ADJOURN

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



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.

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

RESOLUTION NO. CC-2025-16

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT IMPROVEMENT PROGRAM ENTITLEMENT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH

WHEREAS, the Federal Aviation Administration's (FAA) regular Airport Improvement Program (AIP) provides more than \$3.18 Billion annually in entitlement and discretionary grant funds for a network of more than 3,300 eligible airports; and

WHEREAS, Stillwater Regional Airport intends to apply for Fiscal Year (FY) 2025 AIP entitlement funds in support of procurement and installation of a baggage handling system in connection with the Stillwater Regional Airport Terminal Building and Improvements Project; and

WHEREAS, the estimated total project cost is \$1,360,857; and

WHEREAS, the anticipated cost share under the FAA FY 2025 AIP entitlement grant is as follows: Federal Aviation Administration: \$1,292,814 and City of Stillwater: \$68,043 (5% sponsor match); and

WHEREAS, these improvements will enhance operational efficiency and safety of airport users, particularly users of the commercial air service terminal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Stillwater:

Section 1: That the City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for FAA FY 2025 AIP entitlement funds in an amount not-to-exceed \$1,292,814 and payment of matching funds.

Section 2: That the City of Stillwater hereby approves the attached Budget Amendment to appropriate funds for the required sponsor match.

Section 3: That the Mayor or Vice-Mayor is hereby authorized to execute all necessary project documents including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contracts and other related documents as may be required to secure funding and conduct said airport project.

PASSED AND ADOPTED THIS 21ST DAY OF JULY 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 21ST DAY OF JULY 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

Budget Amendment Request

For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

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

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

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

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year _____

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Decrease:	-				
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	-				
	-				

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes

☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

RESOLUTION NO. CC-2025-17

A RESOLUTION OF SUPPORT FOR THE APPOINTMENT OF WILLIAM H. JOYCE TO THE DISTRICT 5 SEAT ON THE BOARD OF DIRECTORS OF THE OKLAHOMA MUNICIPAL LEAGUE; DECLARING SAID APPOINTMENT TO BE FOR THE BENEFIT OF THE CITY OF STILLWATER AND OTHER MUNICIPALITIES WITHIN THE DISTRICT; AND DECLARING THE MISSION OF THE OKLAHOMA MUNICIPAL LEAGUE TO BE FOR THE PUBLIC PURPOSE.

WHEREAS, the City of Stillwater recognizes that the Oklahoma Municipal League (“OML”) is a non-profit member driven organization composed of municipalities from across the State of Oklahoma who work together for their mutual benefit;

WHEREAS, the City of Stillwater through its membership with OML, realizes many benefits from the policy and legislative work of the OML, and as a result, supports the mission of OML which is to provide services and programs to its members to assist them in better serving their citizens and communities;

WHEREAS, the City of Stillwater is within District 5 and as such is represented by an appointee seated within said district;

WHEREAS, the City of Stillwater has an interest and desire to resolve its support of the nomination of William H. Joyce for District 5 seat on the OML Board of Directors;

WHEREAS, the City of Stillwater finds that said nomination would benefit the City of Stillwater and the other municipalities within District 5 by serving as the individual and collective voice of local government officials in interaction at both the state and national level;

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

SECTION 1: That the City of Stillwater unequivocally supports the nomination of William H. Joyce to serve as the District 5 appointee on the Board of Directors of the OML, by finding and declaring that the mission of OML to be for the public purpose and acknowledging that the City of Stillwater and other municipalities within District 5 will benefit by his appointment.

SECTION 2: That should William H. Joyce ultimately be appointed to the OML Board of Directors, he is specifically authorized and requested to fully participate in said meetings of the Board of Directors and the projects of the same to the ultimate benefit of the City of Stillwater.

PASSED, APPROVED AND EFFECTIVE THIS DATE JULY 21, 2025.

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

Approved as to form and legality on this 21st day of July 2025.

Kimberly Carnley, City Attorney

RESOLUTION NO. CC-2025-19

A RESOLUTION ADOPTING BLOCK 34 PARK RULES AND REGULATIONS AND APPROVING THE BLOCK 34 PARK FEES; AND APPROVING THE MARKET 34 RULES AND REGULATIONS

WHEREAS, the City of Stillwater's Block 34 Park is an approximately 115,000 sq. ft public space featuring the Kicker Soundstage and Simmons Bank Pavillion; and

WHEREAS, Block 34 Park will open to the public in July 2025; and

WHEREAS, Block 34 Park is a gathering place, offering residents and visitors a place to connect and enjoy local culture; and

WHEREAS, adoption of rules and regulations for use and special events for Block 34 Park are necessary to ensure effective operation and maintenance of the block; and

WHEREAS, Market 34 is an outdoor market concept that will be featured at Block 34 Park on Saturdays and establishing rules and regulations for Market 34 is necessary for operation of a successful outdoor market series; and

WHEREAS, adopting rules and regulations is in the best interest of the health, safety, welfare, and environment of the community; and

WHEREAS, it is in the best interest of the City of Stillwater and its residents to adopt rules and regulations for Block 34 Park and Market 34.

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

Section 1. The Block 34 Park Rules and Regulations attached hereto as Exhibit A are hereby adopted.

Section 2. The Block 34 Park Fees established as outlined in Exhibit A are hereby approved.

Section 3. The Market 34 Rules and Regulations attached hereto as Exhibit B are hereby approved.

Section 4. The City Manager is hereby authorized to make revisions or amendments to the Block 34 Park Rules and Regulations and the Market 34 Rules and Regulations as may be necessary for efficient and safe operation and maintenance of Block 34 Park. Any changes to established fees shall only be made by further resolution.

PASSED, APPROVED AND ADOPTED THIS 21ST DAY OF JULY 2025.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY ON THIS 21ST DAY OF JULY 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

BLOCK 34 PARK

RULES AND REGULATIONS

By entering Block 34 Park (“Park”) you are agreeing to follow the rules and regulations set forth below, as well as those posted with in the Park.

- Park hours are 6:00am-11:00pm. No overnight stays or camping allowed within the Block 34 limits.
- Pets must be kept on a leash at all times. Visitors must clean up after their pets.
- Do not move or throw the stones or other landscape elements.
- Do not litter. Trash bins are placed around the Park.
- Acts of vandalism will be prosecuted.
- No smoking or vaping within the Park.
- No open fires, fireworks, or explosives allowed.
- No glass containers of any kind are permitted in the Park.
- No soliciting. No verbal solicitations for money or donations.
- Bike racks are available on site. Do not lock your bike to trees or structures other than specified bike racks.
- Bicycles and motorized scooter are not allowed in the Park. Scooters and skateboards are only allowed on the perimeter sidewalks. No power ride vehicles are allowed in the Park with exception of mobility assistance vehicles.
- Vendors are required to have an Itinerant Merchant or peddlers license issued by the City Clerk.
- Please monitor your children near the water feature.
- City staff reserves the right to ask you to leave for non-compliance of these Rules and Regulations.
- In case of emergency dial 911.
- Complete Block 34 Park Rules and Special Event Permit Applications are available online at www.stillwaterok.gov
- The KICKER Sound Stage, Simmons Bank Pavilion and other portions of Block 34 are available to rent. Please contact Block 34 Coordinator to discuss details at (405) 533-8453 or Block34@stillwaterok.gov.
- For questions or concerns, contact the Parks and Community Resources Department at (405) 747-8070.

BLOCK 34 PARK

RENTAL FEES

Occupancy beyond the scheduled end time is not permitted and will result in penalty charges, see additional fees page.

Full Block 34 Park

- Available for Special Events that are open to the public only. The Rental Fees herein apply to Special Events hosted on the Full Block 34 Park and are subject to approval of a Special Events Application. Please contact the Block 34 Coordinator, Block34@stillwaterok.gov, for more information.
- A list of City approved Sound Stage Production Companies will be provided to the organizer.

Block 34 Signature Spaces

- Rental includes the KICKER Sound Stage, Lawn Area, and Simmons Bank Pavilion
- Half Day Rental: \$1,250
 - 8:00 a.m. – 2:00 p.m. or 4:00 p.m. – 10:00 p.m.
- Full Day Rate: \$2,400
- Deposit: \$300
- A list of City approved Sound Stage Production Companies will be provided to the organizer.

KICKER Sound Stage and Lawn Area

- Rental includes the KICKER Sound Stage and Lawn Area
- 5 Hour Block Rate: \$550
- 10 Hour Block Rate: \$1000
- Deposit: \$250
- A list of City approved Sound Stage Production Companies will be provided to the organizer.

Simmons Bank Pavilion

- \$400 / 4 Hours
- Deposit: \$100

Beer Garden

- \$300 / 3 Hours
- Deposit: \$100

BLOCK 34 PARK
ADDITIONAL FEES

Amenities:

Picnic Table	\$25 / table
6ft Table	\$15/ table
Folding Chair	\$2 / chair

Sound System:

Small System	\$160 / hour (minimum of 5 hours required)
What is Included:	
Two 12" Main Speakers on Stands	Soundcraft EMP6 6 Channel Sound Mixer
Two 12" Monitors	Whirlwind 164 x 100 16 channels, 100' Snake
Two Shure SM58 Vocal Microphones	Two Shure SM57 Instrument Microphones
Two Whirlwind Direct Boxes	Four Boom Microphone Stands
Microphone Cables	Power Cords
One Power Strip	
Technical Person	\$30 / hour per person

Road Closures:

\$500 flat fee to close Husband Street and/or
8th Avenue around Block 34 Park

Overage Rental Fees:

Block 34 Signature Spaces:	\$150 / hour
KICKER Sound Stage:	\$100 / hour
Simmons Bank Pavilion:	\$100 / hour
Beer Garden:	\$100 / hour

BLOCK 34 PARK RENTAL RULES AND REGULATIONS

The City of Stillwater encourages all sponsors/event organizers to read through these regulations to fully understand the event process before applying for a Special Event Permit. These regulations are created to assist in planning and organizing events in the City of Stillwater. The City of Stillwater reserves the right to modify special event regulations at any time without notice. It is the City of Stillwater's right to regulate the time, place, and manner of special events in order to protect public health and safety, to reduce adverse impacts on public places and neighboring areas, and to protect the rights of other users of the City's public places.

Cancellation: Events scheduled Monday through Friday may be canceled or rescheduled up to 48 hours prior to the event's start date. No refunds will be issued if canceled or rescheduled within 48 hours of the event.

For events scheduled on Saturday and Sunday, cancellations or rescheduling must be made at least 14 days prior to the event's start date. No refunds will be provided for cancellations or rescheduling requests made within 13 days or less of the event.

In the event that inclement weather impacts the scheduled event, we will collaborate with the event organizer to reschedule the event at no additional charge. Should a suitable alternative date not be available, a full refund will be provided.

Parking: Block 34 and Stillwater Community Center share the twenty-four parking spots located on Duncan Street. These include eight parking spots that can be used by mobile food vendors located near electrical hookups. If a special event requires the closure of Duncan Street, these parking spots will not be available to the public. The remaining parking spots located around Block 34 Park will be available to public or event participants as needed. There are twenty-three spaces on 8th Ave., twenty-three spaces on South Husband that include eight spaces that can be used by food vendors near the electrical hookups. For a special event, the designated food vendor parking spaces on South Husband will be marked and not open to the public for that event. In addition to the sixteen spaces located on 9th Avenue. Designated handicapped parking must be observed and illegally parked vehicles are subject to towing at the owner's expense.

Tents and Temporary Structures: A Tent Permit is required for a tent, canopy, skybox, or other temporary structure more than 400 sq. ft. (e.g., 20x25 or larger) in area or that has side walls. Multiple tents or canopies grouped together require a permit and/or inspection. Cooking under a tent is allowed but must meet the Payne County Health Department and Fire Marshal guidelines and will require an inspection. Tents may also require an inspection by the Fire Marshal and meet NFPA regulations. A Tent Permit Application can be obtained from the Parks and Community Resources Department. An additional fee of \$50 will be assessed when the Tent Permit Application is completed and returned to the

Parks and Community Resources Department.

Tents and structures must use weighted anchors, or sandbags. Stakes are prohibited. A fee will be charged for any landscape damage, including but not limited to grass area.

Rental Time: There are different times listed on the event application; Event Start and End (Event Times) and Setup and Teardown (Rental Time). Event Time is the actual time frame of the beginning and end of the event. Rental Time is the actual time the organizer, including but not limited to vendors, volunteers, etc., are allowed into the rented area(s), and the time the organizer includes but not limited to vendors, volunteers, etc. expects to be completely out of said rented area(s). Organizer may add time if the space is available, any time extension is subject to prior approval of the Block 34 Coordinator and is subject to additional fees based on the additional time. Any unapproved overage of the rental time will be subject to additional fees.

MARKET 34

RULES AND REGULATIONS

The 2025 Outdoor Market season will run Saturdays, August through October 2025

1. Locations and Times
 - a. Market 34 is located at Block 34 Park (218 East 8th Ave., Stillwater, OK 74074)
 - b. Market hours are 8:00 a.m. – 1:00 p.m., with a set up time of 6:30 - 8:00 a.m. and breakdown time of 1:00 - 2:00 p.m.
 - c. Vendor locations
 - i. Simmons Bank Pavillion
 - Covered Area
 - Electricity Available
 - ii. Duncan Street
 - Electricity Available
 - Vehicle Access
 - iii. Beer Garden/ Mobile Food Vendor
 - Electricity and Water available
 - Vehicle Access

MARKET CRITERIA

1. Vendors shall:
 - a. Bring product diversity.
 - b. Be an Oklahoma producer of goods.
 - c. Only sell prior approved goods.
 - d. Prominently display signage that includes vendor name and location (city and state).
2. All goods must be manufactured in Oklahoma.
 - a. For the sale of food items, vendors must be licensed in accordance with state law and shall obtain the required license or permit from the Oklahoma State Department of Health (OSDH) and the Oklahoma Department of Agriculture, Food, and Forestry.
 - b. If a co-packer is used, vendor must provide a copy of the co-packer's licensing.
3. Home Bakers/Manufacturers:
 - a. 2 O.S. § 5-4.1 et seq. (Homemade Food Freedom Act) has opened the door for more small businesses to be eligible to participate in open markets.

- b. All Home Bakers/Manufacturers must complete ServSafe Food Handler Training and submit a copy of their certification with the application.
 - c. Home Bakers/Manufacturers are subject to product lineup restrictions based on the needs of the market.
 - i. For example, there will not be 5 cupcake vendors approved.
- 4. Authority over vendor selection, vendor placement, and other day-to-day market decisions rests with the Block 34 Coordinator.
- 5. If there is an item in question, City staff reserves the right to inspect, and the item(s) can be pulled from the market. If this becomes a repeated problem with the vendor, the vendor may be suspended from the market.
- 6. Mobile Food Vendors:
 - a. All vendors must be licensed pursuant to the licensing provisions for Mobile Food Vendors and Itinerant Merchants/Peddlers as provided in the Stillwater City Code and licensed in accordance with state law. The necessary Itinerant Merchant/Peddlers (Mobile Food Service) License application is available from the City Clerk's Office and can be found on the City website. <https://stillwaterok.gov/572/Food-Trucks>
 - b. Liability Insurance is a requirement for all Mobile Food Vendors
 - i. Additional Insured on the Comprehensive General Liability Insurance must include City of Stillwater
 - o City of Stillwater, Oklahoma
P.O. Box 1449
Stillwater, OK 74076
 - ii. Minimum Requirements
 - o Property Loss: \$25,000
 - o Comprehensive General Liability: \$1,000,000
 - o Bodily Injury: \$125,000
 - c. Discharging, pouring, spilling, leaking, emitting, pumping, or dumping anything to the storm sewer system is not allowed and could lead to citation for the vendor.
- 7. Vendors are responsible for paying the appropriate sales tax to the Oklahoma Tax Commission. Instructions will be provided to approved vendors. Additional information can be obtained online at <http://oktax.state.ok.us>
- 8. All salespeople will conduct themselves in a professional manner and in accordance with the rules and regulations of Market 34 and Block 34 Park. All vendors are expected to treat market staff, other vendors, and customers with respect and without discrimination. Among prohibited behaviors are profanity, name calling, harassing, fighting, and arguing.

9. Verbal confrontations at the market or market events are grounds for suspension or removal from the market. If a discrepancy between vendors occurs, this matter should be brought to the Block 34 Coordinator. Vendors must respect and adhere to all responsible requests issued by the Block 34 Coordinator. This includes requests regarding products offered for sale, signage, safety issues, and use of space.

VENDOR INFORMATION

1. Tent spaces are approximately 10 ft. x 10 ft.
2. Tables in the Simmons Bank Pavilion must not be longer than 8 ft.
3. Mobile Food Vendors have two locations within Market 34.
 - a. South Husband Street (includes electricity and water availability)
 - b. Duncan Street (includes electricity and water availability)
4. Vendor application and fees must be completed through City of Stillwater website.
 - a. Application fee will be \$75 for the Market 34 Season (August – October)
 - i. Vendors can choose any dates to attend.
 - ii. Some market dates will also have outside events at the same location.
 - iii. Vendors who wish to add additional market dates after their initial application has been accepted will be charged an additional \$10 per added market date.
 - iv. Vendors who no show for more than two confirmed market dates will have their space will be forfeited. An email notification will be given.
 - b. You will need to create an account or login to an existing account through City of Stillwater webpage to apply, <https://stillwaterok.gov/610/Block-34>.
 - c. Required documents must be uploaded no later than the Friday before the market, for the vendor to participate in Market 34.
 - i. Rules and Regulations Electronic Signature
 - ii. Copies of Permits, Licenses or Food ServSafe, if needed
 - iii. Liability Insurance, if required
5. Any vendors who have not submitted an application and paid the required application fee will not be allowed to participate in Market 34 until the application fee is paid in full.
6. Vendors must provide their own tables, chairs, change (cash), and tents.
 - a. All tents, tables, and chairs must be secured to avoid injury. Tents must be weighed down with 75lb of weights per leg of tent.
 - b. No stakes are allowed in Block 34 Park. Use sandbags and/or weights to hold down tents, tables, chairs.

7. Inground (stakes) signage is not allowed on Block 34 Park including, but not limited to, the lawn area or any other landscaped part of the Park. Signage cannot be attached to trees or other landscaped areas.
8. Block 34 Coordinator will assign all vendor locations. Preferred locations will be taken into consideration.
9. All vendors are required to check in on the day of the market to verify the location of their space. Vendors should be in their spots no later than 8:00am on market days.
10. Parking is located around Block 34 Park. All trucks and/or trailers cannot exceed one parking space at Block 34 Park. Please contact Block 34 Coordinator to discuss alternative arrangements.
11. Vendors are responsible for cleaning their areas before leaving Market 34. This includes picking up produce, manufactured goods, etc. Trash bins will be located throughout Block 34 Park.
 - a. Boxes must be broken down before being placed into the bins.
 - b. Failure to follow the trash rules will result in an additional fee. Repeat offenders will be suspended from the Market.
12. Vendor employees and representatives are the responsibility of the vendor and will ensure all employees/representatives understand and abide by the rules and regulations of Market 34 and Block 34 Park.

IMPORTANT INFORMATION

1. Acceptance into Market 34 is not guaranteed. Please do not assume you have been accepted to participate in the current year until you have received written notice from Block 34 Coordinator.
2. Any cancellations made by vendors must be in writing either by mail to Block 34 c/o Community Center, 315 East 8th Ave., Stillwater, OK 74074 or email to Block34@stillwaterok.gov.
No refunds will be issued for the application fee.
3. Simmons Bank Pavillion space is limited. No tents are required as this is a covered area.
4. Restrooms are located at the Simmons Bank Pavillion.
5. Inclement Weather
 - a. In the event of inclement weather, the City of Stillwater may, at its sole discretion, cancel any event. However, the event organizer is responsible for closely monitoring the weather conditions throughout the event and ensuring the safety of all attendees and the attendees have adequate notice to safely exit the area.

- b. Market 34 will be open rain or shine. No refunds will be given unless the market is closed by Block 34 Coordinator due to inclement weather.
- 6. The use of Tobacco Products or Vapor Products are prohibited in Block 34 Park.
- 7. For questions or concerns contact Block 34 Coordinator at (405) 533-8453 or email Block34@stillwaterok.gov.

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 AUGUST, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 07/21/2025
Second Reading:

ORDINANCE NO. 3575

AN ORDINANCE AUTHORIZING AN AMENDED AND RESTATED LEASE AGREEMENT FOR THE LEASE OF CITY-OWNED PROPERTY AND BUILDINGS LOCATED AT 808 E. ALCOTT DR., AND MORE COMMONLY REFERRED TO AS 701 EAST 12TH AVENUE, TO COMMUNITY RESOURCING INCORPORATED FOR OPERATION OF OUR DAILY BREAD FOOD AND RESOURCE CENTER; PROVIDING FOR CITIZEN INITIATED REFERENDUM OF SAID LEASE IN ACCORDANCE WITH SECTION 4-2 OF THE CITY CHARTER

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

WHEREAS, Community Resourcing Incorporated is a not-for-profit corporation which operates Our Daily Bread Food and Resource Center; and

WHEREAS, pursuant to Ordinance No. 3333, adopted on or about January 11, 2016, Stillwater and Community Resourcing Incorporated entered into a long-term lease for property located at 808 E. Alcott Dr., more commonly referred to as 701 E. 12th Ave., to operate its food distribution and related resource center known as Our Daily Bread Food and Resource Center; and

WHEREAS, Community Resourcing Incorporated desires to expand the leased premises to better facilitate the operation of the Our Daily Bread Food and Resource Center in order to better serve this critical community need; and

WHEREAS, Stillwater is the owner of a building addressed 808 E. Alcott Dr. which is located immediately adjacent to the existing Our Daily Bread Food and Resource Center that consists of approximately 1,800 square feet, formerly occupied by Service Oklahoma/Department of Public Safety; and

WHEREAS, Stillwater and Community Resourcing Incorporated intend to enter into an Amended and Restated Lease Agreement that will permit the expansion of Our Daily Bread Food and Resource Center by utilizing the additional adjacent building; and

WHEREAS, the value of said lease exceeds Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, Section 4-2 of the City Charter mandates that the sale or lease of real property wherein the value exceeds Two Hundred Fifty Thousand Dollars (\$250,000) shall be done through the adoption of an ordinance; and

WHEREAS, the Mayor and City Council deem the lease of this property to be beneficial to and in the best interests of the City of Stillwater; and

WHEREAS, it is the intention of the Mayor and City Council to enter into the attached agreement with Community Resourcing Incorporated for such purposes.

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

SECTION 1: That pursuant to Section 4-2 of the City Charter, the long-term lease of the real property located at 808 E. Alcott Dr. and as more particularly described and set forth in the Amended and Restated Lease Agreement to Community Resourcing Incorporated for an expanded Our Daily Bread Food and Resource Center in accordance with the terms and conditions of said lease agreement attached hereto as “Exhibit A,” is hereby authorized and approved by the Mayor and City Council.

SECTION 2: If one or more petitions with signatures of registered qualified voters of the city equal to at least twenty-five (25) percent of the total number of votes cast in the last scheduled general municipal election are filed with the city clerk within thirty (30) days after passage and

publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of qualified voters voting on the question. If no petition with signatures is filed, this ordinance shall go into effect thirty (30) days after its passage and publication.

SECTION 3: This ordinance shall be published in a newspaper authorized by law to publish legal publications in its entirety within ten (10) days of its passage on second reading by the Mayor and City Council.

Passed, approved, and adopted this ____ day of _____, 2025.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

First Reading: 7/21/2025
Second Reading:

**CITY OF STILLWATER
AMENDED AND RESTATED LEASE AGREEMENT**

THIS AGREEMENT, entered into this ____ day of ____, 2025 is for the lease of certain premises and building, between the City of Stillwater, a municipal corporation, and Community Resourcing Incorporated, an Oklahoma not for profit corporation.

WITNESSETH:

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

WHEREAS, Community Resourcing Incorporated is a not-for-profit corporation and is established for the purpose of operating a food and resource center known as Our Daily Bread Food and Resource Center for residents of Stillwater and surrounding areas; and

WHEREAS, the City of Stillwater is the owner of buildings and property located at 808 E. Alcott Dr., Stillwater, Oklahoma; and

WHEREAS, pursuant to Ordinance No. 3333, adopted on or about January 11, 2016, Stillwater and Community Resourcing Incorporated entered into a long-term lease for property located at 808 E. Alcott Dr., more commonly referred to as 701 E. 12th Ave., to operate its food and resource center; and

WHEREAS, it is the intention of the City of Stillwater and Community Resourcing Incorporated to enter into an Amended and Restated Lease Agreement that will permit the expansion of the Lease Premises to include approximately 1,800 square feet of an adjacent building, formerly occupied by Service Oklahoma/Department of Public Safety; and

WHEREAS, the expansion of Leased Premises will better facilitate the operation of the Community Resourcing Incorporated's food and resource center in order to better serve a critical community need and public purpose; and

WHEREAS, by motion duly made, seconded, and passed by the Stillwater City Council on the ____ day of _____, 2025 this agreement was approved and the execution thereof by the Mayor and attestation by the City Clerk was duly authorized; and

WHEREAS, by motion duly made, seconded, and passed by the Board of Directors of Community Resourcing Incorporated, on the ____ day of _____, 2025, this agreement was approved and the execution thereof by the Chairman and attestation by the Secretary was duly authorized.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the City of Stillwater and Community Resourcing Incorporated do hereby agree as follows:

Leased Premises: Stillwater, in consideration of the rents, covenants and promises herein contained, does hereby demise and lease to Community Resourcing Incorporated the following described building and premises situated in the County of Payne, State of Oklahoma, to-wit:

Approximately 16,000 square feet of a building located on property addressed as 808 E. Alcott Dr., Stillwater, Oklahoma, more commonly referred to as 701 E. 12th Avenue (also known as the Parks Operations Building)

Use of Leased Premises: Said premises and building are leased to Community Resourcing Incorporated for the purpose of operating a "Food and Resource Center" used to distribute food to qualified recipients and connect them to additional services to promote individual and family stability.

Term; Entry: This Agreement shall commence at 12:01 AM on the 1st day of September 2025, and end at 12:01 AM on the 31st day of December 2041. The parties may, by mutual agreement, elect to extend this lease for two (2) additional five (5) year terms, provided Community Resourcing Incorporated shall notify Stillwater in writing of its intention to exercise this option no later than September 30, 2041, or by September 30 before the expiration date of any extension term as provided herein.

Rent; Security Deposit: Community Resourcing Incorporated shall pay to Stillwater during the term of this Agreement the sum of One Dollar (\$1.00) per year as rent for the leased building and premises. Said rent shall be due on the first day of January 2016, and on January 1, of each succeeding year during the term of this agreement or any extension thereof. Community Resourcing Incorporated shall not be required to post a security deposit.

Building Condition; Alterations and Improvements; Set Off: Stillwater leases the building and premises to Community Resourcing Incorporated in "as is" condition and makes no representation or warranty as to its suitability or habitability for any purpose.

Community Resourcing Incorporated may make permanent alterations and/or additions to the premises and building provided it first obtains written consent from Stillwater to make any such change(s). Community Resourcing Incorporated shall be solely responsible for the cost of any such permanent alteration and/or addition to the premises and building. Any permanent alteration and/or addition to the premises or building shall be constructed in accordance with applicable City of Stillwater building codes and/or regulations. Any permanent alteration and/or addition made to the premises and building shall remain with the premises upon expiration of this Agreement and shall become the property of Stillwater.

Community Resourcing Incorporated shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the premises and building and fasten the same thereto. All such personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Community Resourcing Incorporated at the commencement of this Agreement or placed or installed in or upon the premises and building by Community Resourcing Incorporated thereafter, shall remain the property of Community Resourcing Incorporated, free and clear of any claim of ownership by Stillwater. Stillwater shall have the right to require Community Resourcing Incorporated to remove the same at any time during the term of this Agreement and Community Resourcing Incorporated shall repair, at Community Resourcing Incorporated's expense, all damage to the premises and building caused by any such removal.

To the extent that improvements are made permanent fixtures or enhance the value thereof, such amount shall be set off dollar for dollar against the monthly rent set forth above. Provided, however, should the documented cost of any renovation or alteration to the building

and premises exceed the value of rent due during the term of this agreement, Stillwater shall have no obligation to pay Community Resourcing Incorporated for the difference thereof.

Confirmation: The value of the properties subject to lease under this agreement exceeds two hundred fifty thousand dollars (\$250,000.00) in value. This transaction is therefore subject to the provisions of Section 4-2 of the Stillwater City Charter which provides as follows:

The sale or lease of city property, real or personal, or the sale or other disposal of any interest therein the value of which property, lease or interest is more than two hundred fifty thousand (\$250,000.00), shall be made only:

(1) By authority of an ordinance approved or enacted at an election by an affirmative vote of a majority of the qualified voters of the city who vote on the question of approving or enacting the ordinance (the ordinance being submitted to the voters by the city council or by initiative of the voters); or

(2) By authority of a non-emergency ordinance passed by the city council, which shall be published in full in a newspaper authorized by law to publish legal publications within ten (10) days after its passage, and which shall include a section reading substantially as follows:

“Section _____. If one or more petitions with signatures of registered qualified voters of the city equal to at least twenty-five (25) percent of the total number of votes cast in the last scheduled general municipal election are filed with the city clerk within thirty (30) days after passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no petition with signatures is filed, this ordinance shall go into effect thirty (30) days after its passage and publication.”

Community Resourcing Incorporated acknowledges that this transaction is subject to said Charter provision and that it has no right to seek specific performance or any other remedy to compel the conveyance of the property should the voters reject the sale or lease under this agreement. Community Resourcing Incorporated further acknowledges and agrees that it has no right to damages or any other compensation permitted under this agreement should the voters reject the sale or lease of the properties pursuant to this Charter provision.

Sublease and Assignment: Community Resourcing Incorporated shall not sublease the leased building and premises or any portion thereof, nor assign this Agreement or any part thereof, without the written consent of Stillwater. This restriction shall not include daily or hourly rental of a conference room or office facilities to other not-for-profit service agencies, provided any user fees charged do not exceed the actual cost to maintain such facilities.

Repair(s) to Building: Unless otherwise provided herein, the cost of all repairs to the premises and building shall be borne by Community Resourcing Incorporated.

Property Taxes and Assessments: Stillwater is a municipal corporation and real or personal property owned by said City is not subject to Oklahoma ad valorem tax. Community

Resourcing Incorporated shall be responsible for any ad valorem or similar assessment levied against its personal property located inside or upon the premises and building during the term of this Agreement. Stillwater shall be responsible for payment of any special assessment levied against the premises and building during the term of this Agreement.

Insurance: Stillwater shall procure and maintain, at all times during this lease, property insurance. A certificate or other evidence of insurance for property insurance coverage shall be provided to Community Resourcing Incorporated. Community Resourcing Incorporated shall be responsible for the cost of any insurance for its personal property, including removable trade fixtures, located in or upon the premises and building during the term of this Agreement. In addition, Community Resourcing Incorporated 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. Community Resourcing Incorporated 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 Community Resourcing Incorporated's officers, employees or agents while conducting operations authorized herein in or upon the premises or building during the term of this Agreement. Further, if the premises and building or any part thereof is damaged by fire or other peril resulting from any act of negligence by Community Resourcing Incorporated, its officers, employees, and agents, or invitees, rent shall not be diminished or abated while such damages are under repair. Stillwater and Community Resourcing Incorporated mutually waive claims for recovery for any loss or damage to any insured property insured under any valid and collectible insurance policy to the extent of any recovery collectible under such insurance, subject to the limitation that this waiver shall only apply when permitted by the applicable policy of insurance.

Utilities: Community Resourcing Incorporated shall be responsible for utilities. Community Resourcing Incorporated acknowledges that all utility connections to the premises and building are designed to carry specific capacities and/or loads and agrees not to use said utility connections in a manner that will exceed such capacity and/or load rating. Community Resourcing Incorporated further agrees to obtain consent from Stillwater before making any alteration to utility connections that would increase, diminish, or otherwise alter the capacity and/or load rating of any utility connection to the premises and building.

Entry: Stillwater shall have the right to enter upon the premises and enter the building at reasonable hours to inspect the same, provided that during such entry Stillwater shall not unreasonably interfere with Community Resourcing Incorporated's business thereon.

Parking: Community Resourcing Incorporated may use the parking spaces in the existing parking lot and adjoining Couch Park lot. All other parking spaces shall remain open and available for public use. Community Resourcing Incorporated acknowledges that there is no right or title to other dedicated on-street or off-street parking areas adjacent to the premises and building. All Community Resourcing Incorporated employees, volunteers, and patrons shall be responsible for their own parking arrangements.

Damage and Destruction: If during the term of this Agreement, the premises and building are damaged by fire, other peril, or structural defect, such damage or defect not being the result of any intentional act or negligence by Community Resourcing Incorporated, its officers, employees and agents, or invitees, and that the premises and building cannot be used for Community Resourcing Incorporated's purposes as set forth herein, Community Resourcing

Incorporated shall have the right within ninety (90) days following the discovery of such damage or defect, to terminate this Agreement. If said damage or defect is minor and does not render the premises and building unusable for the Community Resourcing Incorporated's purposes as set forth herein, Community Resourcing Incorporated shall not have the right to terminate this Agreement, and Stillwater shall promptly repair such damage or defect at its own expense. Stillwater shall not be liable for any delay resulting from strikes, governmental restrictions, inability to obtain necessary materials and/or labor and/or other matters which are beyond its reasonable control. Community Resourcing Incorporated shall be entitled to an abatement of rent during any portion of the term of this Agreement that the premises and building are unfit for occupancy or unusable for the Community Resourcing Incorporated purposes as set forth herein. Rent paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Community Resourcing Incorporated.

Default: Except as otherwise provided herein, in the event Community Resourcing Incorporated fails to pay rent when due to Stillwater, Community Resourcing Incorporated shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Community Resourcing Incorporated regarding any covenant or condition of this Agreement, Community Resourcing Incorporated shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event Community Resourcing Incorporated shall fail to cure any default within the time allowed under this paragraph, Stillwater may declare the Agreement ended and terminated by giving Community Resourcing Incorporated written notice of such intention, and if possession of the premises and building are not surrendered, Stillwater may enter said premises and remove Community Resourcing Incorporated 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 Community Resourcing Incorporated default, either in law or equity. Stillwater shall use reasonable efforts to mitigate its damages.

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

Lessee: Community Resourcing Incorporated
P.O. Box 1452
Stillwater, Oklahoma 74076

Waiver: No waiver of any default of Stillwater or Community Resourcing Incorporated 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 Community Resourcing Incorporated shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Heading: 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.

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.

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 Community Resourcing Incorporated.

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

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

William H. Joyce, Mayor

(SEAL)
ATTEST:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

COMMUNITY RESOURCING INCORPORATED

Philip Norwood, President

(SEAL)
ATTEST:

Cristi Wuller, Secretary

ORDINANCE NO. 3576

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 320 S WALNUT STREET FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) TO TWO-FAMILY RESIDENTIAL (RT).

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

Parcels located at 320 S WALNUT STREET:

Classen Heights Addition, Block 4 Lots 22-25

be and the same is hereby rezoned from RSS (SMALL LOT SINGLE-FAMILY RESIDENTIAL) to RT (TWO-FAMILY RESIDENTIAL).

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: 07/21/2025
Second Reading:

ORDINANCE NO. 3577

AN ORDINANCE AMENDING STILLWATER CODE OF ORDINANCES CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS," ARTICLE III, "ICC INTERNATIONAL BUILDING CODE, 2018 EDITION," SECTION 10-54, "INDUSTRIAL CONSTRUCTION, BUILDING PERMIT, EXPEDITED PROCESS"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That the Stillwater City Code, Chapter 10, "Buildings and Building Regulations," Article III, "ICC International Building Code, 2018 Edition," Section 10-54, "Industrial Construction, Building Permit, Expedited Process" is amended to read as follows:

Sec. 10-54. Industrial construction, building permit, expedited process.

- (a) A building permit for an industrial use in an industrial zoning district may be obtained through the standard permitting process as set forth in the city's adopted building codes or through an expedited process. A building permit application following the expedited process shall, in addition to the requirements set forth in the "application for permit" section of the adopted building codes, be accompanied by the following submittals:
- (1) One full set of construction documents signed and sealed by the registered design professional as required by state statutes.
 - (2) A sworn affidavit from the owner of the building to be constructed that the construction will fully comply with the city's adopted building codes and that the project will be inspected by a certified, state licensed third-party inspector.
 - (3) A sworn affidavit from the building contractor that the construction will comply with the city's adopted building codes.
 - (4) A sworn affidavit from a third-party plan reviewer that the construction documents have been reviewed and are in compliance with the city's adopted building codes.
 - (5) A letter from the owner of the building to be constructed setting forth the name, address, phone number and credentials, including licenses and certifications, of the third-party plan review agency that performed the plan review for the project and the third-party inspector or agency that will perform the inspections.
 - (6) Payment of all required fees. The building plan review and inspection fees shall be waived and do not apply.
 - (7) Full oversight and approval of the building official.

- (b) Upon receipt of a completed application and all required submittals, the building official shall examine or cause to be examined applications for permits and amendments under the expedited process within 24 hours, excluding weekends and holidays. If the application does not conform to the requirements stated in this section, the building official shall reject such application in writing, stating the reasons for rejection. If the building official is satisfied that the application conforms to the requirements of this section, the building official shall issue a permit immediately, provided that the applicant has met all of the applicable city land development requirements and has paid all required fees.
- (c) Insurance. The owner of the building to be constructed, the building contractor, the plan reviewer, and third-party inspector shall each maintain a general liability insurance policy in minimum amounts equal to the liability limitations set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq. The city shall be named as an additional insured on any such policy up to said statutory amounts. Proof of said insurance shall be submitted to the building official prior to issuance of the building permit. Design professionals and plan reviewers shall be required to maintain an errors and omissions policy in an amount ~~of equal to 110 percent of the value of the project or~~ \$1,000,000.00 or such greater amount as determined necessary by the development services director, at his/her discretion, whichever is greater.
- (d) Qualifications of inspectors. All third-party plan reviewers and inspectors shall possess current appropriate licenses required by the state and shall be certified by the International Code Council in the appropriate professional categories.

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

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

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 7/21/2025
Second Read:

ORDINANCE NO. 3574

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 16, CRIMES, MISCELLANEOUS OFFENSES AND PROVISIONS, BY REPEALING ARTICLE VII, SMOKING, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 16, CRIMES AND MISCELLANEOUS OFFENSES AND PROVISIONS, ARTICLE VII, USE OF TOBACCO PRODUCTS AND VAPOR PRODUCTS IN CERTAIN PLACES PROHIBITED; SECTION 16-170, DEFINITIONS; SECTION 16-171, PROHIBITED CONDUCT; SECTION 16-172, REQUIRED SIGNS; SECTION 16-173, PENALTIES AND ENFORCEMENT; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR STATUTORY CONSTRUCTION AND SEVERABILITY.

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, be amended by repealing Article VII, Smoking, in its entirety as follows:

~~ARTICLE VII. SMOKING.~~

~~Sec. 16-170. Use of lighted tobacco in public prohibited.~~

- (a) ~~The possession of lighted tobacco in any form is a public nuisance and dangerous to public health and is hereby prohibited when such possession is in any indoor place used by or open to the public, public transportation, or any indoor workplace, except where specifically allowed by law. As used in this section, the term "indoor workplace" means any indoor place of employment or employment-type service for or at the request of another individual or individuals, or any public or private entity, whether part time or full time and whether for compensation or not. Such services shall include, without limitation, any service performed by an owner, employee, independent contractor, agent, partner, proprietor, manager, officer, director, apprentice, trainee, associate, servant or volunteer. The term "indoor workplace" includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, and all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like. The provisions of this section shall apply to such indoor workplace at any given time, whether or not work is being performed.~~
- (b) ~~Nonsmoking areas include:~~
- ~~(1) All buildings, owned or operated by the city shall be designated as entirely nonsmoking.~~
 - ~~(2) No smoking shall be allowed within 25 feet of the entrance or exit of any building owned or operated by the city.~~

- ~~(c) The restrictions provided in this section shall not apply to stand-alone bars, stand-alone taverns and cigar bars as defined in 63 O.S. § 1-1522. The terms "stand-alone bar," "stand-alone tavern," and "cigar bar" mean an establishment that derives more than 60 percent of its gross receipts, subject to verification by competent authority, from the sale of alcoholic beverages and low point beer, and no person under 21 years of age is admitted, except for members of a musical band employed or hired as provided in 37 O.S. § 537(b)(2), and that is not located within, and does not share any common entryway or common indoor area with, any other enclosed indoor workplace, including a restaurant.~~
- ~~(d) The restrictions provided in this section shall not apply to the following:~~
- ~~(1) The room or rooms where licensed charitable bingo games are being operated, but only during the hours of operation of such games;~~
 - ~~(2) Up to 25 percent of the guest rooms at a hotel or other lodging establishment;~~
 - ~~(3) Retail tobacco stores predominantly engaged in the sale of tobacco products and accessories and in which the sale of other products is merely incidental and in which no food or beverage is sold or served for consumption on the premises;~~
 - ~~(4) Workplaces where only the owner or operator of the workplace, or the immediate family of the owner or operator, performs any work in the workplace, and the workplace has only incidental public access. The term "incidental public access" means that a place of business has only an occasional person, who is not an employee, present at the business to transact business or make a delivery. It does not include businesses that depend on walk-in customers for any part of their business;~~
 - ~~(5) Workplaces occupied exclusively by one or more smokers, if the workplace has only incidental public access;~~
 - ~~(6) Private offices occupied exclusively by one or more smokers;~~
 - ~~(7) Workplaces within private residences, except that smoking shall not be allowed inside any private residence that is used as a licensed child care facility during hours of operation;~~
 - ~~(8) Medical research or treatment centers, if smoking is integral to the research or treatment;~~
 - ~~(9) A facility operated by a post or organization of past or present members of the Armed Forces of the United States which is exempt from taxation pursuant to sections 501(c)(8), 501(c)(10) or 501(c)(19) of the Internal Revenue Code, 26 USC 501(c)(8), 501(c)(10) or 501(c)(19), when such facility is utilized exclusively by its members and their families and for the conduct of post or organization nonprofit operations except during an event or activity which is open to the public; and~~
 - ~~(10) Any outdoor seating area of a restaurant; provided, smoking shall not be allowed within 15 feet of any exterior public doorway or any air intake of a restaurant.~~
- ~~(e) An employer not otherwise restricted from doing so may elect to provide smoking rooms where no work is performed except for cleaning and maintenance during the time the room is not in use for smoking, provided each smoking room is fully enclosed and exhausted directly to the outside in such a manner that no smoke can drift or circulate into a nonsmoking~~

area. No exhaust from a smoking room shall be located within feet of any entrance, exit or air intake.

- ~~(f) If smoking is to be permitted in any space exempted in subsections (f) or (g) of this section or in a smoking room pursuant to subsection (h) of this section, such smoking space must either occupy the entire enclosed indoor space or, if it shares the enclosed space with any nonsmoking areas, the smoking space shall be fully enclosed, exhausted directly to the outside with no air from the smoking space circulated to any nonsmoking area, and under negative air pressure so that no smoke can drift or circulate into a nonsmoking area when a door to an adjacent nonsmoking area is opened. Air from a smoking room shall not be exhausted within 15 feet of any entrance, exit or air intake. Any employer may choose a more restrictive smoking policy, including being totally smoke free.~~
- ~~(g) The person who owns or operates a place where smoking or tobacco use is prohibited by law shall be responsible for posting a sign or decal, at least four inches by two inches in size, at each entrance to the building indicating that the place is smoke free or tobacco free.~~
- ~~(h) Responsibility for posting signs or decals shall be as follows:
 - ~~(1) In privately owned facilities, the owner or lessee, if a lessee is in possession of the facilities, shall be responsible;~~
 - ~~(2) In corporately owned facilities, the manager and/or supervisor of the facility involved shall be responsible; and~~
 - ~~(3) In publicly owned facilities, the manager and/or supervisor of the facility shall be responsible.~~~~

Sec. 16-171. Violation.

~~Any person who knowingly violates this act is guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not less than \$10.00 nor more than \$100.00.~~

SECTION 2: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, be amended by creating Article VII, Use of tobacco products and vapor products in certain places prohibited as follows:

ARTICLE VII. USE OF TOBACCO PRODUCTS AND VAPOR PRODUCTS IN CERTAIN PLACES PROHIBITED.

SECTION 3: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, Article VII, Use of tobacco products and vapor products in certain places prohibited, be amended by creating Section 16-170, Definitions, as follows:

Sec. 16-170. Definitions.

The following words and phrases, whenever used in the Article, shall have the meanings defined in this section unless the context clearly requires otherwise:

Indoor Area means any enclosed area used or visited by employees or the public, at all times, regardless of whether work is being performed. Indoor Area includes work areas, employee lounges, restrooms, conference rooms, classrooms, employee cafeterias, hallways, any other spaces used or visited by employees, as well as all space between a floor and ceiling that is predominantly or totally enclosed by walls or windows, regardless of doors, doorways, open or closed windows, stairways, or the like.

Municipal Property means all buildings, Indoor Areas, and Outdoor Areas, including but not limited to recreational areas, and other property, or portions thereof, owned or operated by the City including but not limited to vehicles and equipment owned by the municipality.

Outdoor Area means any area that is not an Indoor Area, and includes outdoor recreational areas.

Smoking means the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device.

Tobacco Product means any product that contains tobacco and is intended for human consumption. Tobacco Product does not include any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product.

Vapor Product means any noncombustible product, that may or may not contain nicotine, that employs a mechanical heating element, battery, electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce a vapor in a solution or other form. Vapor Product shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and any vapor cartridge or other container of a solution, that may or may not contain nicotine, that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, or electronic device.

SECTION 4: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, Article VII, Use of tobacco products and vapor products in certain places prohibited, be amended by creating Section 16-171, Prohibited conduct, as follows:

Sec. 16-171. Prohibited conduct.

- (a) No person is allowed to Smoke Tobacco Products in any places in which Smoking Tobacco Products is prohibited by Oklahoma State law.
- (b) No person is allowed to Smoke or use Tobacco Products and/or Vapor Products on any Municipal Property, indoor and outdoor, including parks and recreational areas.

- (c) Nothing in this Article prohibits any person or entity from prohibiting Smoking or the use of Tobacco Products or Vapor Products on their property, even if the use of Tobacco Products or Vapor Products is not otherwise prohibited in that area.
- (d) No person or entity shall knowingly permit Smoking or the use of Tobacco Products or Vapor Products in an area that is under their control, if the use of Tobacco or Vapor Products is prohibited by law in that area.
- (e) No person or entity shall permit the placement of ash receptacles, such as ash trays or ash cans, within an area under the control of that person or entity and in which Smoking is prohibited by law. However, the presence of ash receptacles shall not be a defense to a charge of the use of Tobacco Products or Vapor Products in violation of any provision of this Article.
- (f) No person shall dispose of Smoking, Tobacco Product, or Vapor Product waste within an area in which Smoking and the use of Tobacco Products or Vapor Products is prohibited.
- (g) No Person or entity shall intimidate, threaten, or otherwise retaliate against another person or entity that seeks to attain compliance with this Article. .

SECTION 5: Stillwater City Code, Chapter, Crimes, Miscellaneous Offenses and Provisions, Article VII, Use of tobacco products and vapor products in certain places prohibited, be amended by creating Section 16-172, Required signs, as follows:

Sec. 16-172. Required signs.

- (a) The person or entity that has legal or de facto control of an area in which Smoking and the use of Tobacco Products or Vapor Products is prohibited by this Article shall post a clear, conspicuous, and unambiguous sign at each point of entry to the area, and in prominent locations within the area.
- (b) For restrictions on Smoking and the use of Tobacco Products or Vapor Products in Indoor Areas, the sign or decal shall be at least 4 inches by 2 inches in size and shall clearly state that smoking or tobacco use is prohibited or that a tobacco-free environment is provided. For restrictions on the use of Tobacco Products or Vapor Products in Outdoor Areas, signs shall be weather-resistant, at least 15 inches by 15 inches in size, with lettering of at least 1 inch, and shall clearly state that smoking or tobacco use is prohibited or that a tobacco-free environment is provided.
- (c) For purposes of this section, the City Manager or his/her designee shall be responsible for the posting of signs on Municipal Property, both indoor and outdoor.
- (d) Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of Smoking or the use of Tobacco Products or Vapor Products in violation of any other provisions of this Article.

SECTION 6: The Stillwater City Code, Chapter 16, Crimes, Miscellaneous Offenses and Provisions, Article VII, Use of tobacco products and vapor products in certain places prohibited, be amended by creating Section 16-173, Penalties and enforcement, as follows:

Section 16-173. Penalties and enforcement.

- (a) Enforcement of this chapter shall be the responsibility of the City of Stillwater. In addition, any peace officer or code enforcement official may enforce this Article.
- (b) Any person who knowingly violates this Article shall be punished by a citation and fine of not less than \$10.00 and not more than \$100.00 in accordance with this Article.
- (c) The possession of a lighted Tobacco Product in violation of this Article is a nuisance.
- (d) The remedies provided by this Article are cumulative and in addition to any other remedies available at law or in equity.
- (e) Each instance of Tobacco Product or Vapor Product use in violations of this Article shall constitute a separate violation.
- (f) The use of a Vapor product in violation of this Article is a nuisance.
- (g) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article regarding Tobacco Product or Vapor Product use shall also constitute a violation of this Article.
- (h) In addition to other remedies provided by this Article or by other law, any violation of this Article regarding Tobacco Product or Vapor Product use may be remedied by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, criminal code enforcement proceedings, and suits for injunctive relief.

SECTION 7: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 8: STATUTORY CONSTRUCTION AND SEVERABILITY. It is the intent of the City Council of the City of Stillwater to supplement applicable state and federal law and not to duplicate or contradict such law. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Passed, approved, and adopted this 21st day of July, 2025.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 21st day of July, 2025.

Kimberly Carnley, City Attorney

First Reading: 7-7-2025
Second Reading: 7-21-2025