



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

AUGUST 4, 2025

723 S. Lewis Street, Room 1122 B

Stillwater, OK 74074

5:30 PM

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

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

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

a.	Approve July 21, 2025 regular and executive session meeting minutes		
b.	Approve a budget amendment to increase appropriations in the established Criminal Investigations Fund which will be used pursuant to the Uniform Controlled Dangerous Substances Act.		Jared Thulin
c.	Award Bid #24-2025 to Advanced Workzone Services, LLC for \$127,358 for the Taxiway Alpha, Delta, and Foxtrot airfield markings and authorize the City Manager to sign related documents.	CC-25-109	Serge Walczak
d.	Approve a change order to the Lippert Brothers, Inc contract for the Airport Terminal Building and Improvements project Work Package 2 waterline relocation, in the amount of \$182,104 for boring, trash/debris removal, haul-off and disposal;	CC-25-110	Serge Walczak

	approve associated budget amendments; and authorize the City Manager to sign the change order document.		
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4. Public Comment on Items not Scheduled for Public Hearings

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

5. Items Removed from the Consent Docket

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

6. Public Hearings

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

a.	Receive public comment regarding a request for a Specific Use Permit (SUP24-01) for a medical marijuana dispensary in the Commercial Shopping (CS) district at property addressed as 209 N. Perkins Road.	CC-25-111	Henry Bibelheimer
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7. General Orders

a.	Award Bid #15-2025 to Jensen Tractor Ranch to purchase the Energreen Kommunal boom mower at a cost of \$306,709.25, for maintenance of drainage areas; and approve associated budget amendment.	CC-25-112	Mark White
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8. Resolutions

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

a.	RESOLUTION NO. CC-2025-20; SUA-2025-4; SEDA-2025-3: A RESOLUTION AUTHORIZING SIGNATORIES FOR DEPOSITARIES
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9. Ordinances

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

Second Read

a.	ORDINANCE NO. 3575: AN ORDINANCE AUTHORIZING AN AMENDED AND RESTATED
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	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
b.	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

10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Adjourn

On July 31, 2025 at 3:45 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JULY 17, 2025 AT 11:50 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JULY 21, 2025**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

- a. Steve and Becky Irby

Mayor Joyce read the Certificate of Appreciation for Steve and Becky Irby, thanking them for their generous contribution to the development of Block 34. Mayor Joyce announced that the section of Duncan Street between 8th and 9th Streets will now be known as Irby Lane. The Irby's were presented the Certificate of Appreciation and a street sign that said Irby Lane.

4. CONSENT DOCKET

- 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).
- c. Acceptance of an electric easement from Kipper, LLC on property addressed as 1500 E. Richmond Road.
- d. 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.
- e. Acceptance of off-site general utility and sanitary sewer easements for the Park Valley subdivision.

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

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

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

Simon Ringsmuth, 1705 E. Linda Avenue, spoke against the PUD rezoning for Cowboy Landing.

Anthony Shore, 2001 E. Linda Avenue, spoke against the PUD rezoning for Cowboy Landing.

Steven Fairbanks, 1724 E. McElroy, spoke against the PUD rezoning for Cowboy Landing.

Brian Price, 1111 N. Payne, expressed concern about the increased traffic in the school zone area and asked that a traffic study be done before considering this PUD rezoning.

Lyndall Stout, 308 Wedgewood Drive, spoke against the PUD rezoning for Cowboy Landing.

Cathy Fairbanks, 1724 E. McElroy, spoke against the PUD rezoning for Cowboy Landing.

Danny Lamar, 316 Kyle Court, spoke against the PUD rezoning for Cowboy Landing, and expressed his concern about “game day housing” and “parking.”

Jada Gailey, 523 Wedgewood Drive, spoke against the PUD rezoning for Cowboy Landing and expressed concern about the area becoming a “game day neighborhood.”

Stephen Gose, Gose & Associates, 113 E. 8th, spoke on behalf of the developer and discussed the changes that were made to the PUD site plan.

John Bartley, 623 S. Lewis, spoke on behalf of the developer. He stated that both he and the developer agree that the revised plan is a better plan, so he spoke in favor of the PUD rezoning.

Safe Alusi, Hawk Development Holdings, LLC, 2002 E. McElroy Road, thanked the neighborhood, City staff, Council and everyone involved in this development and process.

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- 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).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO TABLE ITEM A. TO THE SEPTEMBER 8, 2025 CITY COUNCIL MEETING.

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

- b. Receive public comment regarding a request for a Specific Use Permit (SUP25-03) for property addressed as 320 S. Walnut Street to allow townhomes in the Two-Family Residential (RT) district.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO TABLE ITEM B. TO THE SEPTEMBER 8, 2025 CITY COUNCIL MEETING.

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

8. GENERAL ORDERS

- 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.

Senior Planner Henry Bibelheimer presented the report. He discussed the previous plan that was presented on June 16, 2025 and the revised site plan being presented today. Mr. Bibelheimer answered Council's questions.

Councilor Hardin asked if the concerns about utilities along McElroy had been rectified. Mr. Bibelheimer stated that this issue is in the process of being rectified. This issue would have to be resolved before a Final Plat or Preliminary Plat was brought before Council for consideration.

Councilor Hardin asked if sidewalks could be connected to this development. City Manager Brady Moore stated that there is an application on the City's website called Sidewalk Connect and it's a great way for the community to recognize areas that need connections. He stated that when the data comes in via the Sidewalk Connect, Engineering and Staff review the request and then present it to the Transportation Project Advisory Committee (TPAC) for review. Mr. Moore stated that the request for connections to schools is a high priority so with this development close to the Jr. High School, this would be a request that staff would submit to TPAC as a high priority.

Mayor Joyce asked if the City has sufficient right-of-way along the north side of McElroy for a sidewalk in this area. City Manager Brady Moore reported that on all sidewalk projects where the City already has an easement and there are no utility conflicts, Public Works has a sidewalk crew that builds the sidewalks. Mr. Moore stated that if there is additional engineering needed due to issues like trees or power lines, then the project is sent to an engineering firm to design. He reported that the north side of McElroy has not been evaluated but if that is the desire of Council, it can be done.

Vice Mayor Dzialowski asked for clarification of the density in the residential zoning versus the PUD zoning. Development Services Director David Barth and Mr. Bibelheimer discussed this clarification and answered Vice Mayor's questions.

Vice Mayor Dzialowski asked for an explanation of the screening for the development. Stephen Gose, Gose & Associates, presented the screening options and answered questions.

Councilor Clark asked for verification of the structures on the west side of the development regarding one-story or two-story units and if the fences will follow the slope of the land. Mr. Gose addressed these concerns and answered questions.

Mayor Joyce asked if this development was going to be marketed as short-term rental housing. John Bartley stated that they believe the target people for this neighborhood will be either parents buying nice houses for their children to live in while going to OSU or for game day housing. Mr. Bartley also reported that the developer is willing to make the four units on the west single-story houses if that is a deciding factor.

Councilor Hawkins stated she has been back and forth on this item and when she bought her house 20 years ago there was an empty field behind her and now there are duplexes. She reported that this is not what she would have chosen to have behind her, but it has not been okay and not made her want to move from her home.

Vice Mayor Dzialowski stated she still has concerns about the transition of use in particular if the development will be more a student focused or game day focused neighborhood. She stated that it seems inconsistent with that area compared to what it is currently zoned. Vice Mayor reported that Stillwater does need this type of development but she's not sure this is the right spot.

Councilor Clark stated he attended the neighborhood meeting last week and he appreciates the developer listening to input of the neighbors and making adjustments to the development plan. The neighborhood will never be perfect, but the developer has done what was asked of him a month ago.

Mayor Joyce stated this is a difficult issue to consider because there are so many different variables that have many different considerations that go into them. He stated he appreciates what the developer and his team have done to address the issues that were brought up the first time. He said the corner of McElroy and Jardot is zoned Commercial so a commercial development could go in at that corner then this development would look good as a transition to the residential area. Mayor stated at the same time he does agree with Vice Mayor that this development is a higher density and different usage than what is seen in this area, so currently it doesn't feel like this development fits well there. Saying all this, there are a lot of considerations going into trying to make a decision. Mayor reported that their job as Council is to consider what is best for the community as a whole.

Mayor asked if the City could restrict short-term rental housing specifically in this neighborhood different than it is done City wide. City Attorney Kimberly Carnley stated that something like this would need to be included by the developer and for the HOA to enforce it.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO APPROVE THE REVISED PLAN WITH THREE CONDITIONS:

- ✓ COMPOSITE FENCE ON THE EAST AND WEST SIDES ARE EIGHT FEET TALL
- ✓ WEST BORDER TREES ARE EVERGREEN AND NON-CEDAR
- ✓ WEST FOUR HOUSES ARE LIMITED TO ONE STORY

ROLL CALL VOTE: JOYCE-NAY, DZIALOWSKI-NAY, HAWKINS-NAY, CLARK-YEA, HARDIN-YEA. NAY-THREE. MOTION FAILED WITH TWO YEA VOTES AND THREE NAY VOTES.

9. RESOLUTIONS

- 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

City Attorney Kimberly Carnley stated that this resolution approves the submission of a FAA grant application for funds to support the procurement and installation of a baggage handling system in connection with the Terminal Building and Improvements project at Stillwater Regional Airport.

Ms. Carnley reported that the numbers included in the resolution have changed slightly to reflect a decrease in total project costs by about \$168,000 with direction from FAA that certain Construction Administration fees that were included needed to be allocated differently so they have been removed. The new estimated total project cost is \$1,183,222. The anticipated cost share is \$1,124,061 FAA grant funds and the City's 5% sponsor match is \$59,161. As such, the grant application not-to-exceed amount in Section 1 should be \$1,124,061. Ms. Carnley stated that with those changes noted, approval of the resolution as revised authorizes submission of the grant application; approves the associated budget amendment; and authorizes the Mayor or Vice Mayor to sign the necessary documents to secure funding.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2025-16 AS REVISED.

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

- b. Resolution No. CC-2025-17: 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.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2025-17 AS PRESENTED.

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

- 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

City Attorney Kimberly Carnley stated that this resolution adopts Block 34 Park Rules and Regulations, approves the fees included and approves Market 34 Rules and Regulations; and also authorizes the City Manager to make revisions or amendments as necessary for efficient and safe operation and maintenance of the Block. Ms. Carnley reported that Exhibit A was missing page 4 that had three sections: Acoustics, Music Licenses, and Deposits.

Vice Mayor Dzialowski expressed concerns about the fees for Block 34 rentals as she wants them affordable to everyone in the community. Deputy City Manager Christy Driskel stated that Block 34 is meant to be a little more higher end selection. Children's birthday parties will be directed more towards a park pavilion where there are playgrounds and wider spaces for running and children's activities. It is a price point that is higher just when you look at the atmosphere intended for the Block. City Manager Brady Moore reported that staff will be closely monitoring Block 34 as it opens. If staff hears concerns on pricing and not getting bookings, then absolutely this will be an item that will need to be brought back to Council to make changes to the fees.

Discussion was held amongst Council regarding fees, availability, and public access to everyone in the community.

Mayor Joyce asked to change the Resolution to state that the City Manager can lower the fees without Council approval, but any raising of fees would need Council approval.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2025-19 WITH THE REVISION THAT ANY CHANGES RAISING ESTABLISHED FEES NEED TO BE BROUGHT BACK TO COUNCIL FOR APPRVOAL AND TO INCLUDE THE VERBAL REVISIONS IN EXHIBIT A.

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

10. ORDINANCES

- a. First Reading

Ordinance No. 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).

No action was taken on Ordinance No. 3573.

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.

City Attorney Kimberly Carnley reported that the City-owned building adjacent to Our Daily Bread Food and Resource Center that was previously leased by DPS became available which created an opportunity for Our Daily Bread to expand, so as a result, the lease agreement needs to be amended. Section 4-2 of the City Charter requires that the lease of property wherein the value is more than \$250,000 be approved by ordinance. Ms. Carnley stated that because the lease term is 20 years with options to extend, the value of the leased premises may exceed that so the lease requires approval by the authority of an ordinance.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3575 TO SECOND READ AS PRESENTED.

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

Ordinance No. 3576: An ordinance to rezone property addressed as 320 S. Walnut Street from Small Lot Single-Family Residential (RSS) to Two-Family Residential (RT).

Ordinance No. 3576 was tabled to the September 8, 2025 City Council meeting.

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

City Attorney Kimberly Carnley stated that City Code authorizes an expedited permitting process for certain industrial construction projects. Staff has requested review of the insurance requirements. The proposed change requires design professionals and plan reviewers to have errors and omissions policy in a minimum of \$1,000,000 or such greater amount as may be determined necessary by the Development Services Director. Ms. Carnley reported that it is her understanding that this change is needed to allow the City to review individual projects, as it is currently the requirement to have insurance equal to 110% of the total value of the project. She stated that there was been difficulty establishing what that is and with larger industrial projects that prices professionals and designers out of even being able to get a policy. Ms. Carnley said the minimum \$1,000,000 provides adequate protection for the City and this would allow the Development Services Director to review each project on a case by case basis.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3577 TO SECOND READ AS PRESENTED.

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

b. Second Reading

Ordinance No. 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.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3574 AS PRESENTED.

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

11. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:

- 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:

- City Manager Brady Moore stated that it was an honor to be at the lunch today at Eskimo Joe's and hear the Mayor's proclamation for the 50th Anniversary of Eskimo Joe's and Stan Clark Industries. Eskimo Joe's is an incredible entity here in Stillwater and the economic impact they have made and an icon for Stillwater. City Manager Moore stated that Eskimo Joe's opened a time capsule from 1992 and it was interesting to see the items that were inside the capsule.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that Stillwater Art Integration has officially launched this year's Utility Box Art Contest, and the City wants everyone to be part of it. This year's theme, "Stillwater Strong," is all about celebrating the resilience, creativity, and spirit that make our community shine. Whether you're a seasoned artist or just love to doodle, this is your chance to help beautify Stillwater and leave your mark. Submit your designs and learn more at stillwaterok.gov/art.
- Councilor Clark reported that the Stillwater Public Library wraps up its final week of summer reading programs this week with Native American dance on Tuesday, a blacklight party at Stilly Arts for teens on Wednesday, and a family field trip to the Stillwater History Museum, Thursday. Summer reading festivities will officially conclude on Saturday with a colorful "Tie-Dye Explosion Finale" for all ages. This week is also the last chance for summer readers to log their reading time to earn entries into the grand prize drawings. For questions about the summer reading program, contact the library by phone at (405) 372-3633 x8106 or via email at askalibrarian@stillwaterok.gov.
- Councilor Clark also announced that he toured the new airport terminal at Stillwater Regional Airport. He stated it is much larger inside than it looks from the outside and is laid out really well.

- Councilor Hawkins invited the community to join City staff for the grand opening of the new Fire Station #2, 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 reported that with the deadlines are quickly approaching, she wants to take a moment to highlight the Stillwater Strong Relief Fund, which is an incredible example of what makes our community resilient and compassionate. Thanks to approximately 1,500 generous donors, more than \$545,000 is available to help Stillwater residents, homeowners and renters, impacted by the March wildfires. If you or someone you know was affected, please apply for assistance at: unitedwaypaynecounty.org/stillwater-strong by August 1. We're also encouraging everyone impacted to apply for FEMA and SBA disaster assistance by tomorrow, July 22, even if you're unsure whether you'll accept the funds. Applying helps document the full impact of the disaster and ensures support gets to those who need it most. She extended her sincere thanks to the Stillwater Strong Task Force, United Way, FEMA, SBA, Our Daily Bread, SASA, City staff, first responders, and all our dedicated recovery partners. This collaboration, compassion, and commitment is what Stillwater Strong is all about.
- Mayor Joyce asked residents to save the date and join City staff for the Block 34 Dedication Ceremony, this Saturday, July 26, at 7 p.m. There has been some confusion regarding events because we have so many great things going on right now in Stillwater. For clarification, the Dancing Turtle event will begin on Friday, and the Dedication Ceremony will be during Dancing Turtle festivities on Saturday. Block 34 has been a true team effort. The City is ready to enjoy the Kicker Sound Stage, Simmons Bank Pavilion, and the many amenities included in this community space. Again, 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.

12. QUESTIONS & INQUIRIES

None.

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.
- 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.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING 7:09 P.M.

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

Stillwater City Council meeting recessed at 7:09 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 7:11 p.m.

MOTION BY COUNCILOR HARDIN, SECOND BY VICE MAYOR DZIALOWSKI TO ENTER INTO EXECUTIVE SESSION AT 7:12 P.M

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

14. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:52 P.M.

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

- a. No action was taken on this item.
- b. No action was taken on this item.
- c. No action was taken on this item.

15. AJOURN

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADJOURN THE JULY 21, 2025 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The July 21, 2025 regular meeting of the Stillwater City Council adjourned at 8:52 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED JULY 17, 2025 AT 11:50 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
STILLWATER, OK 74074
JULY 21, 2025
7:12 P.M.**

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

- a. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Manager Brady Moore.

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

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

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

- c. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of Municipal Judge Tanya Raun.

Discussion was held regarding the employment, appointment, promotion, demotion, disciplining, or resignation of Municipal Judge Tanya Raun, pursuant to 25 O.S. §307 (B)(1).

The Executive Session concluded at 8:52 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

Budget Amendment Request
 For Budget Year _____

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

Office: 405.372.0025
 Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Increase:

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

Decrease:

	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 4, 2025



Agenda Item:	3.c. CC-25-109
Previous/Related Action:	None
Background/Issue:	Airfield markings are repainted in accordance with Federal Aviation Administration Part 139 safety standards on a periodic basis. The airport enlisted support from the airport engineer on record, KSA, who worked with the airport to develop Taxiway Alpha, Delta, and Foxtrot markings bid plans and specifications and is supporting project management. These airfield markings improvements are required to maintain compliance with FAA safety regulations.
Proposal/Solution:	Bids were advertised on June 14, 2025 and opened on July 9, 2025. 3 bidders provided information however only 2 bids were deemed responsive. On July 22, 2025, KSA recommended award of the project to the lowest responsive bidder, Advanced Workzone Services, LLC for \$127,358.
Financial Source/Impact:	Funding is identified and provided through the Airport's FY26 budget in the Airfield Markings project #25AP12810.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to award bid #24-2025 to Advanced Workzone Services, LLC for the Taxiway Alpha, Delta, and Foxtrot airfield markings and authorize the City Manager to sign related documents.
Prepared By:	Serge Walczak, Operations Manager
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 104014 - Taxiway Alpha Delta and Foxtrot Marking Project bid tabulation
2. 104014_Award Recommendation Letter
3. Stillwater Regional Airport Taxiway Alpha, Delta, and Foxtrot Markings - Contract

BID TABULATION Taxiway Alpha, Delta, and Foxtrot Marking Project Stillwater Regional Airport Client Project No. 24-2025 KSA Project No. 104014 Bid Opening: Wednesday, July 9, 2025 @ 3:00 PM					Engineer's Opinion of Probable Construction Cost (OPCC)		Advanced Workzone Services, LLC PO Box 1569 Muskogee, OK 74402 918.682.9393		Custom Pavement Maintenance and Safety, LLC PO Box 435 Van Buren, AR 72957 479.262.6160		G-Force Parking Lot Striping of Oklahoma BLEVINS SERVICES, LLC 7301 North Owasso Expressway Unit #H105 Owasso, OK 74055 918.419.0089	
BID NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Bid Schedule 1: Mobilization, General Project Items, and Airport Safety												
1.01	C-100	Contractor Quality Control Program (CQCP)	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -
1.02	C-102-5.1a	Rock Construction Exit	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 9,800.00	\$ 9,800.00	\$ -	\$ -
1.03	C-105	Mobilization	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 25,000.00	\$ 25,000.00	\$ 19,000.00	\$ 19,000.00	\$ 5,520.00	\$ 5,520.00
1.04	P-620-5.1	White Pavement Markings (Reflective)	SF	1,558	\$ 2.50	\$ 3,895.00	\$ 4.00	\$ 6,232.00	\$ 4.92	\$ 7,665.36	\$ 2.42	\$ 3,762.57
1.05	P-620-5.2	Yellow Pavement Markings (Reflective)	SF	6,731	\$ 2.50	\$ 16,827.50	\$ 4.00	\$ 26,924.00	\$ 2.95	\$ 19,856.45	\$ 2.42	\$ 16,255.37
1.06	P-620-5.3	Black Pavement Markings (Non-reflective)	SF	13,585	\$ 1.50	\$ 20,377.50	\$ 2.00	\$ 27,170.00	\$ 2.22	\$ 30,158.70	\$ 1.21	\$ 16,410.68
1.07	P-620-5.4	Red Pavement Markings (Reflective)	SF	2,831	\$ 2.50	\$ 7,077.50	\$ 5.00	\$ 14,155.00	\$ 11.05	\$ 31,282.55	\$ 2.42	\$ 6,836.87
1.08	P-620-5.5	Pavement Marking Removal	SF	24,377	\$ 1.00	\$ 24,377.00	\$ 1.00	\$ 24,377.00	\$ 1.13	\$ 27,546.01	\$ 2.28	\$ 55,652.69
1.09	KSA-105-3.1	Barricades for Pavement Closures	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -
1.10	KSA-105-3.2	Preparation of Safety Plan Compliance Document	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -
Subtotal of Base Bid Schedule 1:						\$ 105,054.50		\$ 127,358.00		\$ 159,309.07		\$ 104,438.17
BID SUMMARY:												
Base Bid:					\$	105,054.50	\$	127,358.00	\$	159,309.07	\$	104,438.17
Contractor Acknowledged Addenda:						-		N/A		N/A		N/A
Contractor Included Required Forms:						-		Yes		Yes		No
	Denotes Error Found and Corrected by KSA											

BID TABULATION PREPARED BY:


DEANGELO REYES, PE
SENIOR PROJECT MANAGER
KSA ENGINEERS
OKLAHOMA STATE REGISTRATION NO. 34686

July 22, 2025

Ms. Kellie Reed
Airport Director
Stillwater Regional Airport
3304 N. Airport Industrial Access Road
Stillwater, Oklahoma 74075

via email

Re: 24-2025 - Taxiway Alpha, Delta, and Foxtrot Markings

Dear Ms. Reed:

Sealed bid proposals for the Taxiway Alpha, Delta, and Foxtrot Markings project at Stillwater Regional Airport (SWO) were received until 3:00 PM on Wednesday, July 9, 2025. The bids were opened and read aloud in person in the City of Stillwater Meeting Room. A total of three proposals were received from Advanced Workzone Services, Custom Pavement Maintenance and Safety LLC, and G-Force Parking Lot Striping of Oklahoma.

Two of the bids were deemed responsive by The City of Stillwater. The bid from G-Force Parking Lot Striping of Oklahoma was deemed non-responsive by The City of Stillwater due to required documents being incomplete and line items submitted with zero cost.

A summary of the bid tabulation for each bid schedule is shown in the table below.

Table 1: Taxiway Alpha, Delta, and Foxtrot Markings Project Bid Tabulation Summary			
Bid Schedule	Advanced Workzone Services, LLC	Custom Pavement Maintenance and Safety LLC	G-Force Parking Lot Striping of Oklahoma
TOTAL Base Bid	\$ 127,358.00	\$ 159,309.07	\$ 104,438.17

Upon review of all the submitted Bids, KSA recommends that Advanced Workzone Services, as the lowest responsive bidder, be considered for Contract Award. KSA understands that the final determination will be made by Stillwater Regional Airport and will be based upon available funding. If the funding is available, KSA recommends awarding the Base Bid Total of \$127,358.00.

Enclosed you will find the Bid Tabulation Summary.

KSA appreciates the opportunity to assist The City of Stillwater with this important project. Please do not hesitate to contact us should you have any questions, concerns or require additional information.

Sincerely,

KSA



DeAngelo Reyes, P.E.
Senior Project Manager

Enclosures: Bid Tabulation Summary

CITY OF STILLWATER STANDARD CONTRACT

PROJECT: Stillwater Regional Airport Taxiway Alpha, Delta, and Foxtrot Markings

BID # 24-2025

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

Advanced Workzone Services, LLC (the "Contractor").

WHEREAS, Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **Bid #24-2025, Project: Stillwater Regional Airport Taxiway Alpha, Delta, and Foxtrot Markings** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

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

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

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

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

Complete Bid Packet, Bidder's Response, Certificates of Insurance

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

2. **Term:** This agreement is for a period of **30** calendar days from the date on the Notice to Proceed. Time is of the essence.

3. **Compensation:** Stillwater agrees to pay Contractor the lump sum bid amount submitted in the Bidder's Response:

\$ 127,358 (One Hundred Twenty-Seven Thousand Three Hundred Fifty-Eight and 00/100 Dollars)

4. **Progress Payments; Retainage:** Stillwater shall make progress payments on account of the Contract Price on the basis of Contractor's Invoices for Payment during performance of the Work as provided herein.
 - a. **Partial Payments:** Partial payments will be made to the contractor based upon work completed Invoices for Payment submitted and approved by the City of Stillwater.
 - b. **Retainage:** Five percent (5%) of all such partial payments may be withheld as retainage.
 - c. **Final Payment:** Upon final completion and acceptance of the work in accordance with the contract specifications and documents, Stillwater shall pay the remainder of the Contract Price within 30 days of final completion and acceptance.
5. **Termination:** This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach (s) specified in the notice. In the event termination is

for the convenience of Stillwater, payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by Stillwater.

6. **Insurance:** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.
7. **No Indemnification by Stillwater:** Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.
8. **General Liability:** Contractor shall hold Stillwater harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
9. **No Confidentiality:** Contractor understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Engineer pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
10. **Compliance with Laws:** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.
11. **Equal Employment Opportunity:** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
12. **Right to Audit:** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
13. **Governing Law and Venue:** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that the venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.
14. **No Waiver:** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

15. **Entire Agreement / No Assignment:** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Contractor shall not be entitled to any claim for extras of any kind or nature.

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

Approved and accepted this ____ day of _____ 202_.

CONTRACTOR _____

Name:

Title:

Approved and accepted this ____ day of _____ 202_.

CITY OF STILLWATER,

a municipal corporation

City Manager

(SEAL)

ATTEST:

Teresa Kadavy, Secretary

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

City Attorney

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 4, 2025



Agenda Item:	3.d. CC-25-110
Previous/Related Action:	CC-23-155, October 2, 2023: Selection of Lippert Bros. as Construction Manager at Risk (CMAR) for Terminal, parking and parking access road. CC-24-97, July 15, 2024: Approved the award of contracts by CMAR Lippert Bros. for Terminal Construction Work Package. CC-24-107, August 5, 2024: Approved Amendment No. 1 to the CMAR Agreement with Lippert Bros. for the Terminal Construction and conversion to GMP. CC-24-146, December 16, 2024: Approval of Amendment No. 2 to the CMAR Agreement. CC-25-10, January 13, 2025: Approval of corrections to Amendment No. 2 to the CMAR Agreement. CC-25-37, February 24, 2025: Approved the award by Lippert Bros., Inc. of contracts for PWP#3; approved Amendment #3, Exhibit A-1 and Exhibit C-3 to the CMAR Agreement for conversion of PWP#3 to a partial Guaranteed Maximum Price of \$3,124,479; authorized the City Manager to execute Amendment #3, Exhibit A-1 and Exhibit C-3 to the CMAR Services Agreement and related documents; approved Amendment #9 to Olsson's Professional Services Agreement (PSA) for construction administration services for a not-to-exceed fee of \$39,300; authorized the City Manager to execute Amendment #9 to Olsson's PSA and related documents; authorized the City Manager to execute the ONG Agreement for a fee of \$229,250.47 and related documents; authorized total expenditures of \$3,918,785 for PWP#3 roadway, drainage and detention construction work, CMAR markups and fees, construction administration, city-procured materials, fiber line materials and installation, gas utility relocation and contingency; and approve associated budget amendments. CC-25-46, March 10, 2025: Approved the award by Lippert Bros., Inc. of contracts for PWP#4; approved Amendment #4, Exhibit A-1 and Exhibit C-3 to the CMAR Agreement for conversion of PWP#4

	to a partial Guaranteed Maximum Price of \$61,638; approved Amendment 6F to McFarland’s Professional Services Agreement (PSA) for construction administration services for a not-to-exceed fee of \$10,860; authorized total expenditures of \$72,498 for PWP#4 for Stillwater Airport beacon relocation, CMAR markups and fees, construction administration and contingency; authorized City Manager to sign related documents; and approved associated budget amendments. CC-25-85, June 2, 2025: Approved the change order to the Lippert Brothers, Inc contract for the Airport Terminal Building and Improvements project Work Package 2 sewer line relocation, in the amount of \$260,419 for trash/debris removal, haul-off and disposal and associated budget amendments; authorized the City Manager to sign the change order document.
Background/Issue:	The City entered into a Construction Manager at Risk (CMAR) agreement with Lippert Brothers, Inc. on June 17, 2024 for the construction of the Stillwater Regional Airport terminal building and improvements, in accordance with the Oklahoma Construction Manager Act for Political Subdivisions, 61 O.S. 215-221. Work Package #1, Work Package #2, Work Package #3, and Work Package #4 were previously approved by Council. Construction is underway. As part of the access road and roundabout portion of the project, the CMAR identified costs to bore the waterline relocation. In addition, approximately 25 excavation areas were identified for valve connection points and bore pits which will require open trenching and any associated haul off of trash/debris. The cost to bore is far less than the cost to trench and haul off additional trash/debris that may be encountered with open trenching along the path of the relocated waterline and is required to keep the Stillwater Regional Airport terminal access road and roundabout project moving forward and on time.
Proposal/Solution:	A change order is necessary to cover the additional cost to bore and remove, haul-off and dispose of trash/debris related to the access road and roundabout waterline relocation.
Financial Source/Impact:	The change order in the amount of \$182,104 is being funded with a transfer from the SUA Water Fund since the work relates directly to the relocation of the water line.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve a change order to the Lippert Brothers, Inc

contract for the Airport Terminal Building and Improvements project Work Package 2 waterline relocation, in the amount of \$182,104 for boring, trash/debris removal, haul-off and disposal; approve associated budget amendments; and authorize the City Manager to sign the change order document.

Prepared By:	Serge Walczak, Operations Manager
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Reviewed By:	Kellie Reed
	Christy Cluck
	Teresa Kadavy

Submitted By:	Brady Moore, City Manager
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Attachments

1. Change order #02 - July 28 2025 Council Waterline Boring
2. Stillwater Regional Airport - Phase 2 - Waterline Boring Change Order
3. Budget Amendment - Transfer In
4. Budget Amendment - Expenditure

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Stillwater Regional Airport New Terminal Building Project - Work Package 2 3304 N. Airport Industrial Access Rd. Stillwater, OK 74075	CONTRACT INFORMATION: Contract For: General Construction Date: June 17, 2024	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: July 28, 2025
OWNER: <i>(Name and address)</i> City of Stillwater 723 S. Lewis P.O. Box 1449 Stillwater, OK 74076-1449	ARCHITECT: <i>(Name and address)</i> Olsson Associates 11600 Broadway Extension, Suite 300 Oklahoma City, OK 73114	CONTRACTOR: <i>(Name and address)</i> Lippert Bros., Inc. PO Box 17450 Oklahoma City, OK 73136

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

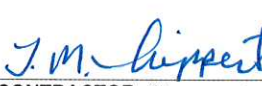
0

The original Guaranteed Maximum Price was	\$ 660,445.00
The net change by previously authorized Change Orders	\$ 260,419.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 920,864.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ 182,104.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 1,102,968.00

The Contract Time will be increased
The new date of Substantial Completion will be May 03, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

 _____ ARCHITECT <i>(Signature)</i> Wesley G. McClure, PE OK 35495 _____ <i>(Printed name, title, and license number if required)</i> July 28, 2025 _____ <i>Date</i>	 _____ CONTRACTOR <i>(Signature)</i> BY: T. M. Lippert, President _____ <i>(Printed name and title)</i> July 28, 2025 _____ <i>Date</i>	_____ OWNER <i>(Signature)</i> _____ <i>(Printed name and title)</i> _____ <i>Date</i>
--	---	--

July 24, 2025

City of Stillwater
723 S. Lewis Street
Stillwater, OK 74074

ATTN: Kellie Reed



Project: Stillwater Airport – Phase 2 – Utilities

RE: Request Amendment for Waterline Boring in Trash/Debris Area

Ms. Reed,

Per your request Lippert Bros., Inc. is providing a proposal for the waterline boring from ST 10+00 to ST 20+00 in lieu of open trenching. We are also providing quantity assumptions estimate for the possible removal and haul-off of the encountered trash/debris for this waterline installation that may be encountered at the three (3) bore pits and valve connection points.

Reference the attached preliminary estimate that totals \$182,104. The subtotal amount of \$52,500 is an actual proposal from the utility contractor on the actual costs for the credit of the original open trenching and the additional costs to bore. The Trash/Debris estimate section of the proposal is an approximate estimate based upon a total of 25 excavations throughout 1,000 linear feet of the waterline installation.

This estimate also includes Lippert Bros., Inc.'s CMAR insurance, bonds, fee and a 3% contingency amount.

Please note if it is determined that the actual total costs of this work are less than this approximate estimate, then 100% of the cost savings will go back to the Owner. If it is determined that the actual total cost goes above this approximate estimate, then another Amendment will need to be issued to make the project's contingency whole.

Lippert Bros., Inc. is requesting at time that the City of Stillwater agree with the provided estimate for the work with a formal Change Order to increase the project's contingency.



GENERAL CONTRACTORS SINCE 1920 ■ E-MAIL: lippert@lippertbros.com

2211 E. I-44 SERVICE ROAD ■ P.O. BOX 17450 OKLAHOMA CITY, OK 73136-1450 ■ 405-478-3580 ■ FAX 405-478-3301

Upon completion of the work and actual quantities are totaled of the encountered trash/debris, then an official proposal will be issued with these agreed upon unit cost rates and that proposal will go against the contingency.

Lippert Bros., Inc. would appreciate an expedited review and approval of this matter to continue the progress of this work and in essence the entire Phase 2 work. The project has already lost a total of forty-two days through the end of June due to rain, and the sanitary sewer trash/debris matter. In addition, the project has suffered major delays in the month of July pertaining to start the roadway work waiting on utility service providers to relocate their utilities (electrical and AT&T). These delays are affecting our completion date for Phase 2 and will affect our completion date of Phase 1 of the Terminal Building since we cannot connect water and sanitary sewer to the Phase 1 Terminal building. These lost days are currently being documented on our monthly payment applications and updated project schedules each month.

Please note that Lippert Bros., Inc. reserves the right to request additional Site and Direct General Requirements costs for the lost time, if it is determined that a time extension would be needed for the utility and/or roadway project.

If you should have any questions regarding this letter, estimate or this matter, then please contact via email at svanoosten@lipperbros.com or by phone at 405-478-3580.

Thank you,



Shane VanOosten
Project Manager
Lippert Bros., Inc.

Enclosures: Estimate
Waterline Realignment Drawing

STILLWATER AIRPORT - PHASE 2 - WP2 - UTILITIES
ESTIMATE FOR WATERLINE BORING LIEU OF OPEN TRENCHING

Note: This proposal is being provided to provide a credit for open trenching originally bid, the haul-off of trash and debris that would be encountered with open trenching and adding the costs to bore the 12" water line with DR9 poly pipe from ST 10+00 to ST 20+00.

MK Excavation's - Unit Cost Rates

Description	Approx. Qty	Unit	Unit Price	Total
Credit - Open Treching	1	LS	-\$121,000.00	-\$121,000
Add - Boring Costs	1	LS	\$173,500.00	\$173,500
SUBTOTAL				\$52,500

Trash/Debris Estimate Rates - Bore Pits / Valve Connection Points (25 locations estimated)

Description	Approx. Qty	Unit	Unit Price	Total
Tpping Fee/Documentation	672	TN	\$50.00	\$33,600
Trash Debris Hauling	672	TN	\$15.00	\$10,080
Tire/Asphalt Sorting	1	LS	\$7,500.00	\$7,500
Debris Excavation/Stockpiling	480	CY	\$75.00	\$36,000
Select Backfill	480	CY	\$55.00	\$26,400
SUBTOTAL				\$113,580

Lippert Bros., Inc.'s - Rates and Fees

Description	Approx. Qty	Unit	Unit Price	Total
LBI's - Direct Project Support	0	hours	\$0.00	\$0
LBI's Insurance (0.6214%)	\$166,080.00	%	0.62%	\$1,032
LBI's CMAR Fee (4.75%)	\$167,112.02	%	4.75%	\$7,938
CMAR Bond (1%)	\$180,301.34	%	1.00%	\$1,803
Contingency	\$175,049.84	%	3.00%	\$5,251
SUBTOTAL				\$16,024

GRAND TOTAL \$182,104

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--

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 4, 2025



Agenda Item:	6.a. CC-25-111
Previous/Related Action:	
Background/Issue:	The property is located in the Northeast portion of Stillwater, in the Frontier Plaza Shopping Mall. The subject property has frontage on South Perkins Road. Medical Marijuana Dispensary is an allowed use in the CS district with a Specific Use Permit (Sec. 23-151.b). This application was received in January of 2024 and has been on hold, pending approval of the applicant's license from Oklahoma Medical Marijuana Authority (OMMA). The license was approved in May of 2025, therefore, the applicant came to the city requesting to continue the Specific Use Permit process. Signage has already been reviewed and approved by staff and installed on the building at this location.
Proposal/Solution:	Planning Commission recommended approval of the SUP with a 4-0 vote.
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 Specific Use Permit for the property addressed as 209 S Perkins Road.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Planning Commission 07.08.2025 Mtg Summary _ DRAFT



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: SUP24-01
Request: Specific Use Permit for Medical Marijuana Dispensary
Address: 209 S. Perkins Road

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF JULY 8TH, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED July 3rd, 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 Holle-Maged, Administrative Assistant

Staff Absent

1. CALL MEETING TO ORDER.

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

2. PUBLIC HEARING

- a. Receive public comment regarding a request for a Specific Use Permit (SUP24-01) for a medical marijuana dispensary in the Commercial Shopping (CS) district at property addressed as 209 N. Perkins Road.

Josh Brown, Development Coordinator, presents staff report and asks if there are any questions.

Vice Chair Williams asks for clarification on if this is a new dispensary. Mr. Brown responds that it is an existing dispensary moving to this new location.

Vice-Chair Williams asks if there are any further questions for staff; none respond. Vice-Chair Williams asks the applicant or representative to come forward.

Mr. Brian Dowel, 209 S Perkins Rd., representative for Vice Dispensary comes to the podium and states that they have another location in town which will remain open and this will be a second location.

Mrs. Kim Payne, Assistant City Attorney asked for clarification that they are moving a existing license they have to this location because there is a moratorium on new dispensaries. Mr. Dowel confirms they have a location in Stillwater that is not moving but they have another location outside of Stillwater they are moving to this location.

Mrs. Payne reiterates that this is a transfer of an existing license and points out that the license included in the packet states that it expired but staff verified with OMMA it was actually valid though October.

Discussion is held regarding the moratorium; the state has put a moratorium on new licenses; it's been in effect since 2022; most of what the Planning Commission sees are licenses that businesses are transferring which are still valid as no new ones are being issued; and there is no known time frame for the moratorium.

Vice-Chair Williams asks if there are any further questions for the applicant; none respond. Vice Chair Williams opens the public hearing and asks if anyone would like to speak in favor or opposition; none respond.

Mr. Brown returns to present findings and alternatives.

Findings:

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

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed specific use permit.
2. Accept findings and recommend that the City Council conditionally approve the proposed specific use permit subject to conditions being met which can include, but are not limited to:
3. Find that the specific use permit is not an appropriate use for the property based upon the impacts to the surrounding vicinity and do not recommend that the City Council approve the request.
4. Find that additional information or discussion is needed prior to making a recommendation and table the request to a certain date.

Recommendation: Staff recommends approval of this Specific Use Permit

Commissioner Peters moves, Commissioner Shanahan seconded to approve the Specific Use Permit as presented.

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

Time: 7 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 4, 2025



Agenda Item:	7.a. CC-25-112
Previous/Related Action:	
Background/Issue:	Public Works maintains drainage areas throughout the City of Stillwater. Many of the drainage areas are along roadways, in parks and along creeks and drainage channels. In FY25, Unit #5568, which is a 1995 Ford tractor with 2,638 hours, had the oiler mechanism in the transmission fail, causing the transmission gears to be damaged and preventing the unit from going into forward or reverse. Fleet attempted to locate a replacement oiler unit, but due to the age of the tractor, this part is no longer available. Unit #5568 was the tractor with the boom mower attachment that Public Works used to maintain the drainage areas. We have not been able to adequately maintain these areas since November 2024 due to this equipment failure.
Proposal/Solution:	Bids were requested and received for a boom mower system. Three suppliers, P&K Equipment Inc (Mantis), Atmax Equipment Co (Atmax), and Jensen Tractor Ranch (Energreen), responded with capable equipment. Demonstrations were scheduled with each of the three suppliers at Myers Park along the drainage channel. Fleet mechanics and Public Works Equipment Operators were present for the demonstrations and had the opportunity to examine and operate all three pieces of equipment. Four areas of importance were safety, noise level, ease of operation and serviceability. The following is how we felt each unit performed: Mantis - The boom position is behind the operator so it would require constantly looking behind to watch the cutting deck. This would be unsafe on roadways and cause neck and back fatigue while operating. This was the loudest of the three machines which might be an issue when mowing in parks and neighborhoods. Electronics control all operating functions including speed, gear select and steering so any electronic issue will completely shut the unit down. Diagnostics have to be performed by Mantis so Fleet would not have the ability to trouble shoot and make repairs. This is concerning because Bollinger County, MO and Pettis County, MO both reported ECM (engine control module) issues. Atmax - The boom position is behind the operator so it would

	require constantly looking behind to watch the cutting deck. This would be unsafe on roadways and cause neck and back fatigue while operating. Exterior safety lighting was excellent, so this would be beneficial on roadways. This machine was not as loud as the Mantis but was easily the second loudest. Again, this might be an issue when mowing in parks and neighborhoods. Most of the operating functions are on an electronic screen with several different modes, which makes operation a little complex. This unit does have a Cummins engine, which makes parts easy to find and our mechanics would be able to trouble shoot issues. Tulsa ODOT reported that Atmax parts were difficult to get and that the tech support was not great. Boone County, MO reported the air conditioning unit failed in the first two years and was not under warranty. Energreen - The boom position is toward the front of the unit so the operator is looking forward at the cutting deck. It is a safer and more comfortable operating position. Exterior safety lighting was less than on the other units, but additional lights could easily be added. This machine was the most stable when mowing on the slope of the drainage. This machine was by far the least noisy of the three units. Noise issues would not be a problem when mowing in parks or neighborhoods. This unit has the simplest controls and is very easy to operate. This unit has a Deutz engine but the dealer is in Oklahoma City and getting parts would not be an issue. Our Fleet mechanics would have the ability to trouble shoot issues. Pottawatomie County reported that they were very impressed with this machine and that tech support is very responsive and quick getting you parts.
Financial Source/Impact:	Funds are available for the unit in the Stormwater Fund.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Based on safety, noise level, ease of operation and serviceability when considering a boom mower, Staff recommends awarding the bid #15-2025 to Jensen Tractor Ranch to purchase the Energreen Kommunal boom mower at a cost of \$306,709.25 and approving the associated budget amendment.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Boom Mower Bid Tabulation by Line Item Spreadsheet

2. Budget Amendment

Event Number	15-2025 Addendum 1	Organization	City of Stillwater
Event Title	Boom Mower System	Workgroup	Purchasing
Event Description	Notice is hereby given that City of Stillwater	Event Owner	John McClenny
Event Type	IFB	Email	john.mcclenny@stillwater.org
Issue Date	5/3/2025 06:00:03 AM (CT)	Phone	
Close Date	5/21/2025 03:00:00 PM (CT)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
P&K Equipment Inc	KINGFISHER	OK	5/20/2025 01:24:13 PM (CT)	5	\$264,548.25
ATMAX Equipment Co.	Tampa	FL	5/14/2025 08:01:25 AM (CT)	5	\$265,260.59
Jensen Tractor Ranch (Jensen Tr	Bartlesville	OK	5/20/2025 04:42:29 PM (CT)	5	\$306,709.25

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

Date: 07/28/2025

Department: Operations

Requested by: Mark White

Explanation:

Expenditures:

Appropriate funds for the purchase of an Energreen Kommunal boom mower. Funding is from the Stormwater fund.

[illegible]

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

\$ 306,710

Reviewed by Department Manager:

Date: 1-29-2022

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-2025-20; SUA-2025-4; SEDA-2025-3

**A RESOLUTION AUTHORIZING SIGNATORIES
FOR DEPOSITARIES**

WHEREAS, pursuant to Section 2-584 of the Stillwater City Code, signatories must be appointed to sign warrants and other obligations of the City on any and all financial accounts at any and all depositories; and

WHEREAS, the City of Stillwater has experienced personnel changes; and

WHEREAS, the duties of the City Manager as set forth in the Charter and Code require that the incumbent or designees have the capability to disperse funds.

NOW THEREFORE BE IT RESOLVED BY THE STILLWATER CITY COUNCIL, THE STILLWATER UTILITIES AUTHORITY TRUSTEES, AND THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY TRUSTEES that the following individuals are hereby declared and authorized as signatories for the entities of the City of Stillwater and the public trusts as referenced below:

City of Stillwater:

Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy
Jody Dietel (Cafeteria Plan only)
Richard Fisher (Workers Compensation account only)
Jim Graflund (Workers Compensation account only)

Municipal Court:

Brady Moore
Christy Cluck
Lisa Burley
Teresa Kadavy

Police:

Christopher Hassig
Cody Manuel
Shawn Millermon

Stillwater Utilities Authority:

Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy

Stillwater Public Works Authority:

Brady Moore
Christy Cluck
Jared Thulin
Teresa Kadavy

Stillwater Economic Development Authority:

Brady Moore
Christy Cluck
Jared Thulin

Teresa Kadavy

APPROVED AND PASSED this 4th day of August, 2025.

CITY OF STILLWATER

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

STILLWATER UTILITIES AUTHORITY

WILLIAM H. JOYCE, CHAIR

(SEAL)

ATTEST:

TERESA KADAVY, SECRETARY

STILLWATER ECONOMIC DEVELOPMENT AUTHORITY

WILLIAM H. JOYCE, CHAIR

(SEAL)

ATTEST:

TERESA KADAVY, SECRETARY

APPROVED AS TO FORM AND LEGALITY ON THIS this 4th day of August, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY/GENERAL COUNSEL

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 4th day of August 2025.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 4th day of August, 2025.

Kimberly Carnley, City Attorney

First Reading: 7/21/2025
Second Reading: 8/04/2025

**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. 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 4TH DAY OF AUGUST, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4TH DAY OF AUGUST, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 7/21/2025
Second Read: 8/04/2025