



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
AUGUST 18, 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 August 4, 2025 regular meeting minutes.	
b.	Approve budget amendment to reflect the annual disbursement of \$20,000 from the Stillwater Community Center Foundation for Block 34 maintenance pursuant to the Amended and Restated Donation Agreement for Programming and Operations of Block 34 Live Music Program.	Christy Cluck
c.	Approve budget amendments to reflect the increase in cleaning fees charged to Project HEART per executed contract.	Christy Cluck
d.	Approve budget amendments for award of AIG grant #3-40-0090-045-2025 for construction of terminal building (furniture and directional signage) and reconstruction of rotating beacon.	Christy Cluck
e.	Approve budget amendments for award of AIP grant #3-40-0090-046-2025 for construction of terminal building (baggage	Christy Cluck

	handling system).		
f.	Approve budget amendments for award of AIP grant #3-40-0090-047-2025 for construction of terminal building (passenger boarding bridge).		Christy Cluck
g.	Approve Amendment No. 1 to the Amended and Restated Donation and Naming Rights Agreement amending the Block 34 Architectural and Development Committee to add one (1) representative designated by Simmons Bank.		Christy Driskel
h.	Acceptance of an electric easement for primary extension feed to new residential structure at 1417 N. Hightower Street.	CC-25-113	Joshua Brown
i.	Acceptance of an off-site water line to service a new subdivision called Fern Street Cottages.	CC-25-114	Joshua Brown
j.	Acceptance of general utility easements for 1401, 1405, 1411, and 1417 N. Hightower Street.	CC-25-115	Joshua Brown

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 Map Amendment (MA25-05) to rezone from Small Lot Single-Family Residential (RSS) and Agriculture (A) to Agriculture (A) property addressed as 624 W. 22nd Avenue.	CC-25-116	Henry Bibelheimer
b.	Receive public comment for closing of a portion of a utility easement at property located at 707 E. Airport Road.	CC-25-117	Henry Bibelheimer

7. General Orders

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

a.	BerryDunn update presentation on Enterprise Resource Planning (ERP) Project. (No action will be taken on this item).	Brad Stewart
b.	Transportation Projects update and presentation, discussion, and possible action to approve the FY26 Pavement Management Plan.	CC-25-118 Bill Millis

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-2025-21: A RESOLUTION OF THE CITY OF STILLWATER, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE STILLWATER UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO CERTAIN WATER, SANITARY SEWER, SOLID WASTE DISPOSAL, AND ELECTRIC SYSTEMS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX REVENUES; AND CONTAINING OTHER PROVISIONS RELATED THERETO.
b.	RESOLUTION NO. CC-2025-22: A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING, APPROVING, AND RATIFYING THE GRANT APPLICATION FOR FISCAL YEAR 2025 AIRPORT IMPROVEMENT PROGRAM DISCRETIONARY FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT AS SUBMITTED ON JULY 8, 2025.

9. Ordinances

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

First Read

a.	ORDINANCE NO. 3578: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 624 W. 22ND AVENUE FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) and AGRICULTURE (A) TO AGRICULTURE (A).
b.	ORDINANCE NO. 3579: AN ORDINANCE CLOSING A PORTION OF A GENERAL UTILITY EASEMENT LOCATED AT 707 E. AIRPORT ROAD.

10. Appointments

a.	Audit Committee Appointment	CC-25-119	Christy Cluck
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11. Reports from Officers and Boards

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

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

12. Questions and Inquiries

13. Adjourn

On August 14, 2025 at 4:50 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 31, 2025 AT 3:45 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
AUGUST 4, 2025**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. CONSENT DOCKET

- a. Approve 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.
- 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
- 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; approve associated budget amendments; and authorize the City Manager to sign the change order document.

City Attorney Kimberly Carnley reported that there has been one minor change in the July 21 City Council meeting minutes. The motion for the Public Hearing item has been updated and the minutes have been updated online and provided to Council for their consideration.

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.

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. PUBLIC HEARINGS

- 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.

Senior Planner Henry Bibelheimer reported that 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. Mr. Bibelheimer stated that the signage has already been reviewed and approved by staff and installed on the building at this location.

Mayor Joyce opened and closed the public hearing as no one was present to speak.

Planning Commission recommended approval of the SUP with a 4-0 vote.

Councilor Hawkins asked what happens if the OMMA license expires in October 2025 and the license is not renewed after the SUP is approved. City Attorney Kimberly Carnley said there was a question at the Planning Commission meeting because the OMMA license showed it was expired. Staff confirmed with OMMA that the license was renewed and is valid through October 2025. Ms. Carnley stated that a dispensary is a listed use that requires an SUP with the City, they will not be permitted to have a dispensary if they do not have a valid OMMA license.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE SPECIFIC USE PERMIT.

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

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.

Public Works Director Mark White explained that 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. Due to the age of the current equipment and inability to locate replacements parts, the current equipment cannot be maintained. Mr. White stated that bids were solicited for a boom mower, and three bids were received. 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. Mr. White reported that based on these four categories when considering a boom mower, staff recommends awarding Bid #15-2025 to Jensen Tractor Ranch to purchase the Energreen Kommunal boom mower.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO APPROVE STAFF'S RECOMMENDATION AND AWARD 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.

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

8. RESOLUTIONS

- a. Resolution No. CC-2025-20; SUA-2025-4; SEDA-2025-3: A RESOLUTION AUTHORIZING SIGNATORIES FOR DEPOSITARIES

City Attorney Kimberly Carnley reported that this resolution is on all three meeting agendas this evening. From time to time the City approves a resolution authorizing individuals to sign on City financial accounts. She stated the only changes being made at this time is due to personnel changes in the Police Department and those signatories have been updated.

Councilor Clark asked about updating the signatories for Municipal Court due to a retirement later in the year and Ms. Carnley stated that the resolutions will be updated at that time.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2025-20 AS PRESENTED.

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

9. ORDINANCES

- a. Second Reading

ORDINANCE NO. 3575: AN ORDINANCE AUTHORIZING AN AMENDED AND RESTATED LEASE AGREEMENT FOR THE LEASE OF CITY-OWNED PROPERTY AND BUILDINGS LOCATED AT 808 E. ALCOTT DR., AND MORE COMMONLY REFERRED TO AS 701 EAST 12TH AVENUE, TO COMMUNITY RESOURCING INCORPORATED FOR OPERATION OF OUR DAILY BREAD FOOD AND RESOURCE CENTER; PROVIDING FOR CITIZEN INITIATED REFERENDUM OF SAID LEASE IN ACCORDANCE WITH SECTION 4-2 OF THE CITY CHARTER

City Attorney Kimberly Carnley stated she needed to note one minor change to the exhibit which is the Lease Agreement which is attached to the ordinance. The signature line on the Lease Agreement has been updated to reflect the correct name of the Board Secretary for Community Resourcing.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3575 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. 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

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

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

10. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Brady Moore announced that Stillwater Art has officially launched this year's Utility Box Art Contest, and we want you 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. Remember to submit your artwork no later than Tuesday, September 2nd online at stillwaterart.org, or in person at the Stillwater Community Center.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin reported that he had the opportunity to tour the Water Treatment Plant on Yost Road last month. He stated he saw the big picture on how the water gets from the treatment plant to his house. Councilor Hardin stated he was wondering about critical items and one of those items is the pipeline because if that fails the City has troubles. Another critical item he was wondering about is the electric supply to the pumps that provide the water from Kaw Lake. He stated there are two utilities that provide power, and one utility was shut down and one had a scheduled shutdown which would have been a bad thing. The electric utility was able to find a surplus part to get that utility back up and running. Councilor Hardin stated he inquired about usage capacity and in the last few years there were two days when 13 million gallons of water a day was used. He reported that one of those days was during Winter Storm Uri and the other day was during the wildfires of March. Councilor Hardin stated he walked away with a new respect for what employees do at the Water Treatment Plant and he appreciated their time.
 - Councilor Clark announced that this is a busy time in Stillwater with many projects near or at completion. Stillwater Regional Airport: Phase 1 is the new terminal, and it is more than 30% complete with mechanical, electric, and plumbing installation occurring. We are on track for completion in fall 2026. Phase 2 is the access road, roundabout and related utilities. This is on track for completion in early 2026. Block 34 and Fire Station No. 2 are both complete. Block 34 has already had great events, and it's exciting to see people utilizing the space in so many ways. If you would like to know what events are coming, or to book a reservation, go to stillwaterok.gov/block34. Fire Station 2, Crews are moving equipment in now and will begin responding to calls for service around the end of the month. The HUB Stillwater, a family-friendly entertainment center is on schedule to open the doors in fall 2025. We appreciate the Tonkawa Tribe of Oklahoma for their investment in Stillwater residents and visitors.
 - Councilor Hawkins announced that the 2025 Payne County Free Fair is happening from August 25th through the 31st. Throughout the course of the fair, the City will have staff from Waste Management, Communications, Public Works, Police, Engineering, Fire, Emergency Management and more in the Community Building. Please stop by, pick up some swag, and let us know how the City can help you and our community.
 - Vice Mayor Dzialowski announced that football season is right around the corner, and if anyone is looking for a better way to park for OSU Football home games, consider the Park and Ride shuttle service. Oklahoma State University Athletics, City of Stillwater, and Visit Stillwater team up every year to offer free parking, shuttle service, and a full gameday guide. The Park and Ride shuttle service begins 3 hours before the game and runs every 30 minutes. The pick-up and drop-off location is at 7th Avenue and Lewis Street.

- Mayor Joyce announced that it is back to school in Stillwater, with Meridian Technology Center beginning August 12th, Stillwater Public Schools August 14th and Oklahoma State University and Northern Oklahoma College both on August 18th. There will be an increase of walkers near campuses, bus stops and in crosswalks. Please be mindful when driving and always stop at crosswalks and let pedestrians pass. Obey school zone speed limits and do not pass another vehicle in a school zone. Be an attentive driver, put your cell phone away, and be aware of what and who may be near the roadway. Additionally, vehicles must stop at least 20 feet before reaching a school bus that is stopped with its red lights flashing. Together, we can ensure our students and other pedestrians arrive at their destinations safely.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADJOURN THE AUGUST 4, 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 August 4, 2025 regular meeting of the Stillwater City Council adjourned at 5:56 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/30/2025

Department: Events and Recreation

Requested by: Barbara Bliss

Explanation:

Revenue:

To increase revenue projections to reflect the annual disbursement from the Stillwater Community Center Foundation of \$20,000 for Block 34 maintenance. This is in accordance with the "Amended and Restated Donation Agreement for Programming and Operations of Block 34 Live Music Program."

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donation	1015058 - 48701		\$ 0	\$ 20,000	\$ 20,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 20,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *Clay Clark*

Date: 8-5-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/30/2025

Department: Events and Recreation

Requested by: Barbara Bliss

Explanation:

Expenditure:

To increase appropriations for Block 34 maintenance. This is funded by an annual disbursement from the Stillwater Community Center Foundation in accordance with the "Amended and Restated Donation Agreement for Programming and Operations of Block 34 Live Music Program."

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Contract for Services	1015058 - 53064		\$ 5,190	\$ 20,000	\$ 25,190
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 20,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Chisholm

Date: 8-5-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 08/05/2025

Department: Events and Recreation

Requested by: Barbara Bliss

Explanation:

Revenue:
To increase revenue projections to reflect the increase in cleaning fees charged to Project Heart per executed contract.

	Account Name	Account Number (xxxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Cleaning-Project Heart	1015213 - 44009		\$ 5,480	\$ 2,836	\$ 8,316
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 2,836

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Cluck

Date: 8-5-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 08/05/2025

Department: Events and Recreation

Requested by: Barbara Bliss

Explanation: Expenditure:
To increase appropriations for janitorial services for Project Heart.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Janitorial Services	1015213 - 53127		\$ 14,600	\$ 2,836	\$ 17,436
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 2,836

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Clark

Date: 8-5-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 08/07/2025

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenue:
Increase revenue projection for award of AIG grant #3-40-0090-045-2025 for construction of terminal building (furniture and directional signage) and reconstruction rotating beacon.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	ATP #3-40-0090-045-2025	8207010 - 43100	25AP06820	\$ 0	\$ 719,840	\$ 719,840
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 719,840

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Church

Date: 8-7-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditure:

Appropriate funds for award of AIG grant #3-40-0090-045-2025 for construction of terminal building (furniture and directional signage) and reconstruction rotating beacon.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	ATP #3-40-0090-045-2025	8207010 - 54009	25AP06820	\$ 0	\$ 719,840	\$ 719,840
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 719,840

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Cluck

Date: 8-11-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 08/07/2025

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenue:
Increase revenue projection for award of AIP grant #3-40-0090-046-2025 for construction of terminal building (baggage handling system).

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	ATP #3-40-0090-046-2025	8207010 - 43100	25AP10820	\$ 0	\$ 1,124,061	\$ 1,124,061
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,124,061

Reviewed by Department Manager:

Date: _____

Reviewed by Finance:

Ching Ching

Date: 8-7-25

Approved by CMO:

Date: _____

Approved by City Council:

☐ Yes

☐ No

Date: _____

Processed by Finance:

Date: _____

Set ID:

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation:

Expenditure:
Appropriate funds for award of AIP grant #3-40-0090-046-2025 for construction of terminal building (baggage handling system).

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	ATP #3-40-0090-046-2025	8207010 - 54009	25AP10820	\$ 0	\$ 1,124,061	\$ 1,124,061
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,124,061

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Church

Date: 8-11-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 08/07/2025

Department: Airport

Requested by: Kellie Reed

Explanation:

Revenue:
Increase revenue projection for award of AIP grant #3-40-0090-047-2025 for construction of terminal building (passenger boarding bridge).

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	ATP #3-40-0090-047-2025	8207010 - 43100	25AP07820	\$ 0	\$ 1,247,865	\$ 1,247,865
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,247,865

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Chris Clark

Date: 8-11-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/30/2024

Department: Airport

Requested by: Kellie Reed

Explanation: Expenditure:
Appropriate funds for award of AIP grant #3-40-0090-047-2025 for construction of terminal building (passenger boarding bridge).

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	ATP #3-40-0090-047-2025	8207010 - 54009	25AP07820	\$ 0	\$ 1,247,865	\$ 1,247,865
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 1,247,865

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Church

Date: 8-11-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

AMENDMENT NO. 1

AMENDED AND RESTATED DONATION AND NAMING RIGHTS AGREEMENT

This Amendment No. 1 to the Amended and Restated Donation and Naming Rights Agreement is made effective this ____ day of August, 2025 (“Effective Date”).

1. The parties hereto amend Section 5 of the agreement to read as follows:

5. Block 34 Architecture and Development Committee

The Stillwater Community Center Foundation, and Oklahoma not-for-profit corporation (“Foundation”) will form the Block 34 Architecture and Development Committee within 30 days of execution of this Agreement to function for at least ten years from the date of this Agreement. The Block 34 Architectural and Development Committee shall include three (3) representatives designated by the Donor, three (3) representatives designated by the Foundation, one (1) representative designated by Simmons Bank, and up to four (4) representatives recommended by the City. For the next ten years, Donor retains the right to reject any modification or additions to the Park that are not consistent with the purpose of the Park as stated in this Agreement, or are not consistent with the architectural design. The Block 34 Architectural and Development Committee shall among other things make decisions and recommendations on proposed permanent art features to be installed on the Block, structures, changes to landscaping and walkways, paint and color schemes. The Block 34 Architecture and Development Committee shall make best efforts to secure incremental funding and in-kind donations as required to supplement the Gifts from Donor to fully realize the initial design during the initial construction process.

2. Effect of Contract Provisions. All provisions contained within the Amended and Restated Donation and Naming Rights Agreement dated January 5, 2022, unless specifically amended herein, shall remain in full force and effect and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Amended and Restated Donation and Naming Rights Agreement as of the Effective Date.

DONOR: STILLWATER DESIGNS AND AUDIO, INC.,
an Oklahoma corporation

By: _____
Steven M. Irby, President

FOUNDATION: STILLWATER COMMUNITY CENTER FOUNDATION,

an Oklahoma not-for-profit corporation

By: _____
Jim Beckstrom, Chair

CITY: CITY OF STILLWATER,
a municipal corporation

By: _____
William H. Joyce, Mayor

(SEAL)

ATTEST:

City Clerk

SEDA: STILLWATER ECONOMIC DEVELOPMENT AUTHORITY,
a public trust

By: _____
William H. Joyce, Chairman

(SEAL)

ATTEST:

Secretary

AMENDED AND RESTATED DONATION AND NAMING RIGHTS AGREEMENT

This Amended and Restated Donation and Naming Rights Agreement (this “**Agreement**”) is made effective as of the 5 day of January, 2022 (“**Effective Date**”), amending and restating the Donation and Naming Rights Agreement between Stillwater Designs and Audio, Inc., an Oklahoma corporation (“**Donor**”), the Stillwater Community Center Foundation, an Oklahoma not-for-profit corporation (“**Foundation**”), the City of Stillwater, a municipal corporation (“**City**”), and the Stillwater Economic Development Authority, a public trust having as its beneficiary the City of Stillwater (“**SEDA**”) dated December 6, 2021.

RECITALS:

A. The City owns certain vacant real property in Stillwater, Oklahoma comprised of five contiguous parcels, collectively 2.07 acres in size, located between Eighth Avenue on the north, Husband Street on the east, Ninth Avenue on the south, and Duncan Street on the west, currently zoned Commercial business, and is located within the boundaries of Increment District No. 3, City of Stillwater (herein “**Block 34**”).

B. The City and its trust, the Block 34 Trust, have long envisioned the development and construction of Block 34 as a multi-use public space for citizens, students, and visitors and enable retail, hospitality and cultural/educational opportunities, an outdoor performance stage capable of hosting plays, concerts, and more, and a central green space with sustainable landscaping.

C. The Donor wishes to make a charitable gift to the City for the use and benefit of developing and constructing the Block 34 Park as set forth in this Agreement.

AGREEMENTS:

1. GIFT AND PURPOSE.

The Donor hereby irrevocably pledges to the City two gifts, delivered on terms set forth below to include architectural and engineering to develop design and construction documents, hereinafter referred to as “Gift #1” and for the construction of the Block 34 Park, hereinafter referred to as “Gift #2” (collectively, the “**Gifts**”).

1.1 Restrictions on Use of Gifts. It is understood and agreed that the Gifts will be used solely for the design and construction of the public improvements and amenities of the Block 34 Park, as more particularly described herein. The Gift shall not be used: (a) for City personnel or paid to the City for any work performed by City staff, employees, or equipment, (b) for sound equipment or stage lighting, or (c) to construct structures intended to be leased by the City to other entities.

2. DONOR OBLIGATIONS.

2.1 Conceptual Architectural Renderings. Donor shall fund and manage the preparation of conceptual architectural renderings and develop a proposal ("**Proposal**") for the development of the Block 34 Park which is herein agreed to include the following components:

- 2.1.1 A public gathering place characterized by large open green spaces; a large, covered outdoor stage; public restrooms, one or more large, covered structures to provide shade and protection from rain and modest xeriscape gardens.
- 2.1.2 Block 34 Park will be designed to the approximate scale and scope of the features portrayed in Attachment #1, which was developed by the Block 34 Trust for the City and presented to and endorsed by the City Council of Stillwater ("**City Council**") in January 2018.
- 2.1.3 The "outdoor stage" is to be a covered structure with the features and capabilities of the "national level fitment" as portrayed in Attachment #2 consistent with what was presented by the Block 34 Trust and approved for funding by the City Council in July 2019.
- 2.1.4 Public restrooms to be open to the public daily and of a scope and scale to serve the requirements of the Block 34 Park for routine programming and maximum reasonable non-programmed usage.
- 2.1.5 One or more large structures to provide shade and protection from rain, and electrical power and lighting, and able to accommodate small performing arts events including performers and audience.
- 2.1.6 A place to accommodate a farmer's market on Block 34.
- 2.1.7 Provisions for electrical power and other utilities as required for food trucks and farmer's markets.

Each of foregoing collectively comprise the "**Block 34 Park.**"

2.2 Gift #1, Engineering and Architectural Design Documents and Construction Documents ("**EAC Documents**"). Upon approval of the Proposal by the City Council, Donor shall fund and manage the architectural and engineering design to develop EAC Documents that are necessary and required to obtain permits for the construction of the Block 34 Park, in accordance with the City of Stillwater's Land Development Code and Standards related laws governing municipal planning, zoning and subdivision, if applicable. Donor shall submit the EAC Documents to the City Council for its review and approval. Any significant or substantial changes to the Construction Documents will require the approval of City Council.

2.3 Gift #2, Construction Funds. Donor agrees funds, in the amount of \$2,700,000.00 shall be disbursed to the City in an amount equal to each progress payment made by the City to the contractor(s) during construction of Block 34, as set forth below.

3. CITY OBLIGATIONS.

3.1 Cooperation and Assistance. The City will cooperate with and support Donor, as requested by Donor, in the design of the Block 34 Park, and engage its own engineers, architects or consultants as appropriate to assist Donor in the development of a quality design that meets City of Stillwater Code requirements and other legal requirements.

3.2 Approvals. The City agrees to timely consider, review, and approve, if appropriate, the Donor's submissions of the Proposal, the Construction Documents, and other items that may be requested by Donor or that are necessary for the development of the Block 34 Park.

3.3 Gift #1, EAC Documents. Upon City Council approval of EAC Documents, the City shall acknowledge receipt of Gift #1 as an "in-kind" donation in the amount of the actual direct cost of the contractor services for such work.

3.4 Construction. Upon City Council approval of the EAC Documents, the City shall thereafter proceed promptly to publicly bid and execute one or more contracts for the construction of Block 34 Park and all improvements comprising the Block 34 Park, in accordance with the Construction Documents approved by City Council. The City shall manage said construction work and will engage Donor, as appropriate, during construction.

3.4.1 Payments. The City agrees to provide Donor with evidence of the City's progress payments to the contractor(s) for the construction of Block 34 Park, copies of the contractor's applications for payment, invoices, and other documentation as may be reasonably requested by Donor.

3.5 Infrastructure. The City agrees to provide the infrastructure in the Block 34 Park, including sidewalks, roads, walkways, buildings, fixtures, as well as all infrastructure necessary for the delivery of utilities to the Block 34 Park, and all street and security lighting, together with all maintenance and repair as determined appropriate by the City.

3.6 Maintenance. The City shall maintain and keep the Block 34 Park tidy upon completion of construction to a level appropriate for a high-profile City asset including but not limited to regular mowing, edging, landscape management, bathroom cleaning, keeping trash receptacles emptied and not overflowing, litterpick up, regular structure washing and keeping facilities in good condition.

3.7 Waiving of Rental Fees for Mobile Food Vendors. City shall waive rental and entry fees for mobile food vendors approved to set up vendor booth space on the Park or on streets adjacent to Block 34.

3.8 Waiving of Rental Fees for Farmer's Market Vendors. City shall not charge rental or entry fees for Farmer's Market vendors approved to set up vendor booth space on the Park or on streets adjacent to Block 34.

3.9 Farmer's Market Vendors. City shall provide Farmer's Market Vendors exclusive use of the shelters so designated along the eastern portion of Block 34 along Husband Street each Wednesday and Saturday from 7 AM until 2 PM, April through October, and Saturday 9 AM to 1 PM November through March. City shall not hinder reasonable customer access to Farmer's Market Vendors during times and periods stated above.

Nothing in Sections 3.7, 3.8 and 3.9 of this Agreement are to be construed to prohibit or limit the City from requiring vendors to submit a vendor application, and to accept or decline any such application for failure to comply with the application, other than for failure to submit an application fee. Each vendor shall be required to submit proof of applicable sales tax permits, County Health Department permits, Itinerant Merchant/Peddlers (Mobile Food Service) License, and Certificate of Liability Insurance naming the City of Stillwater as an additional insured. Vendors may also be charged fees for failure to comply with the terms of the application, including, without limitation, failure to clear the grounds of trash and debris, and creating excess noise

3.10 Laws; Rules and Regulations. The City will enforce any and all applicable laws and rules and regulations with respect to the Block 34 Park. The City has the right to amend, supplement or adopt new laws or rules and regulations for the Block 34 Park from time to time.

4. NAMING RIGHTS.

4.1 Block 34 Park Naming Rights. The name "Block 34 Park," as used in this Agreement, is for identification purposes only. The City reserves the right to designate and adopt an official name of the public park at any time, as determined in the City's sole discretion, using criteria as may be established by the City.

4.2 Donor Naming Rights. In consideration of the Gift, the City will acknowledge the Gift and other contributions of Donor by naming the Outdoor Stage as designated by Donor, subject to the approval of the City ("Naming Rights") on terms and conditions approved by Donor prior to commencement of construction of the Block 34 Park. Unless agreed by the parties otherwise, the Outdoor Stage will be named the "Kicker Amphitheater". Signage and/or plaque design and location will be identified in the EAC Documents. Subject to the terms of this Agreement, the Naming Rights will continue for the useful life of the Outdoor Stage.

4.2.1 Termination of Naming Rights. In addition to any rights and remedies available at law, the City may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming Rights upon the occurrence of any of the following unlikely events:

a. Undesirable Change in Circumstances. In the event the City determines in its reasonable and good faith opinion that circumstances have changed such that the Naming Rights granted to the Donor and/or the continued use of the name designated by the Donor would adversely impact the reputation, image, mission or integrity of the Block 34 Park, the City or the Foundation by a continued association with Donor and the continuation of the Naming provided for herein; or

b. Non-Delivery of Gifts. In the event of any non-payment or delivery of the Gifts as provided in this Agreement or the Donation Agreement for Programming and Operations of Block 34 Live Music Program executed by the Donor, the City, the Foundation, and SEDA. Alternatively, the City may remove Donor's name from specific Park property and publicity and place it on different property and publicity with naming rights valued reasonably commensurate with the amount of pledged payments actually received, provided such different property and publicity is available.

c. Casualty. In the event the Outdoor Stage is destroyed, severely damaged, or ceases to be used in the Block 34 Park for the purpose for which it was used at the time of the Gifts, the City will coordinate with the Donor, or Donor's designee, regarding interest in naming the replacement or redeveloped space, structure or facility or determine another appropriate form of recognition for the support provided by the Gifts.

Upon any such termination of this Agreement and/or the Naming Rights hereunder, the City and the Foundation shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift previously paid or delivered by Donor. The City, however, may in its sole and absolute discretion determine an alternative recognition for the portion of the Gift previously received.

5. Block 34 Architecture and Development Committee

The Stillwater Community Center Foundation, an Oklahoma not-for-profit corporation ("**Foundation**"), City will form the Block 34 Architecture and Development Committee within 30 days of execution of this Agreement to function for at least ten years from the date of this Agreement. The Block 34 Architectural and Development Committee shall include three (3) representatives designated by the donor, three (3) representatives designated by the Foundation, and up to four (4) representatives recommended by the City. For the next ten years, Donor retains the right to reject any modification or additions to the Park that are not consistent with the purpose of the Park as stated in this Agreement, or are not consistent with the architectural design. The Block 34 Architectural and Development Committee shall among other things make decisions and recommendations on permanent art features to be installed on the Block, structures, changes to landscaping and walkways, paint and color schemes. The Block 34 Architecture and Development Committee shall make best efforts to secure incremental funding and in-kind donations as required to supplement the Gifts from donor to fully realize the initial design during the initial construction process.

6. REPORTING AND STEWARDSHIP.

The City will provide the Donor with an appropriate confirmation, report, and/or acknowledgment of Gift #1 and Gift #2, as may be requested by Donor and as may be required by law upon delivery of each.

6.1 Gift #1 – Upon acceptance of the EAC Documents by City Council and receipt of Gift #1 from Donor.

6.2 Gift #2 - As payments by Donor towards Gift #2, Construction are paid and employed by the City for the purpose specified in this Agreement.

7. FISCAL YEAR LIMITATION.

It is the specific intent and understanding of the parties that to the extent any financial obligation hereunder results in a multi-year obligation by a public entity, such obligations are intended to be undertaken by SEDA, not the City, and are subject to all Constitutional and legal limitations.

8. AMENDMENT.

Any provision of this Agreement may be amended, modified or deleted by the written agreement of the Donor, SEDA, and the City.

9. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Oklahoma. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

10. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

11. COUNTERPARTS.

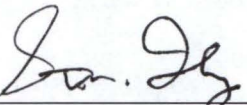
This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement.

[REMAINDER OF PAGE INTENTIONNALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Donation and Naming Rights Agreement as of the Effective Date.

DONOR:

STILLWATER DESIGNS AND AUDIO, INC.,
an Oklahoma corporation

By: 
Steven M. Irby, President

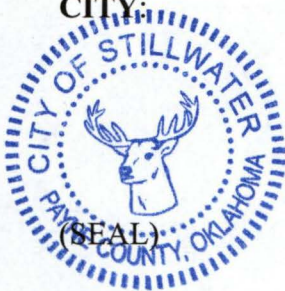
FOUNDATION:

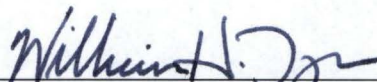
STILLWATER COMMUNITY CENTER FOUNDATION,
an Oklahoma not-for-profit corporation

By: 
James A. Beckstrom, Chair

CITY:

CITY OF STILLWATER,
a municipal corporation



By: 
William H. Joyce, Mayor

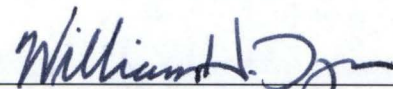
ATTEST:


City Clerk

SEDA:

STILLWATER ECONOMIC DEVELOPMENT AUTHORITY,
a public trust



By: 
William H. Joyce, Chairman

ATTEST:


Secretary

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 18, 2025



Agenda Item:	3.h. CC-25-113
Previous/Related Action:	
Background/Issue:	• Awad Construction, LLC. owns property at 1417 N. Hightower Street. • This request is for acceptance of an electric easement that runs perpendicular to N. Hightower Street and contains public electric utilities that will serve this address. • The electric easement dedication consists of 1,868 square feet (.042 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of the electric easement.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this easement.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the electric easement and authorize the Mayor to execute the document
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Electric Easement-20250728

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7), TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW/4; THENCE SOUTH 00°00'00" EAST ALONG THE WEST LINE OF SAID SW/4 FOR 822.65 FEET; THENCE NORTH 89°12'38" EAST ALONG THE NORTH LINE OF OAKDALE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF FOR 1350.52 FEET; THENCE NORTH 00°00'14" EAST FOR 194.95 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 00°00'14" EAST FOR 35.00 FEET TO A POINT, SAID POINT BEING SOUTH 00°00'14" WEST A DISTANCE OF 60.00 FEET FROM THE SOUTHWEST CORNER OF LOT 8, BLOCK 3, EVERGREEN ESTATES ADDITION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 89°09'18" EAST FOR 379.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, EVERGREEN ESTATES ADDITION; THENCE SOUTH 00°00'09" WEST ALONG THE WEST LINE OF LOTS 1 AND 2, BLOCK 4, EVERGREEN ESTATES ADDITION FOR 230.32 FEET (FIELD), 230.34 FEET (PLAT) TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 4, EVERGREEN ESTATES ADDITION; THENCE SOUTH 89°12'38" WEST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF OAKDALE PARK FIRST SECTION FOR 239.00 FEET; THENCE NORTH 00°00'11" EAST FOR 195.09 FEET; THENCE SOUTH 89°09'18" WEST FOR 140.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

CONTAINING 1.375 ACRES OF LAND, MORE OR LESS; SUBJECT TO ALL LEGAL RIGHTS AND INTERESTS.

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

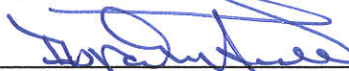
COMMENCING AT THE POINT OF BEGINNING OF TRACT 1A; THENCE NORTH 00°00'14" EAST FOR 35.00 FEET; THENCE NORTH 89°09'18" EAST FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE ELECTRIC EASEMENT; THENCE NORTH 89°09'18" EAST FOR 125.00 FEET; THENCE SOUTH 00°50'42" EAST FOR 15.00 FEET; THENCE SOUTH 89°09'18" WEST FOR 125 FEET; THENCE NORTH 00°00'14" EAST FOR 15 FEET TO THE POINT OF BEGINNING OF THE ELECTRIC EASEMENT.

Said easement contains 1,868 square feet or 0.042 acres more or less and is subject to all recorded easements and rights of way thereof.

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

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

Awad Construction, LLC

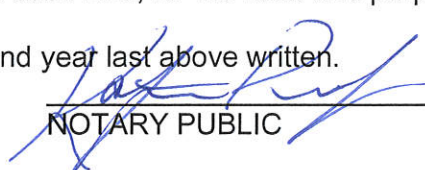


BY: Ibrahim Awad, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

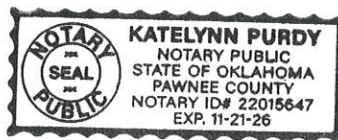
Before me, a Notary Public in and for said County and State on this 29 day of July, 2025, personally appeared, Ibrahim Awad , to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such LLC, for the uses and purposes therein set forth.

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



NOTARY PUBLIC

My Commission Expires: 11-21-26
My Commission Number: 22015647
(SEAL)



[illegible]

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

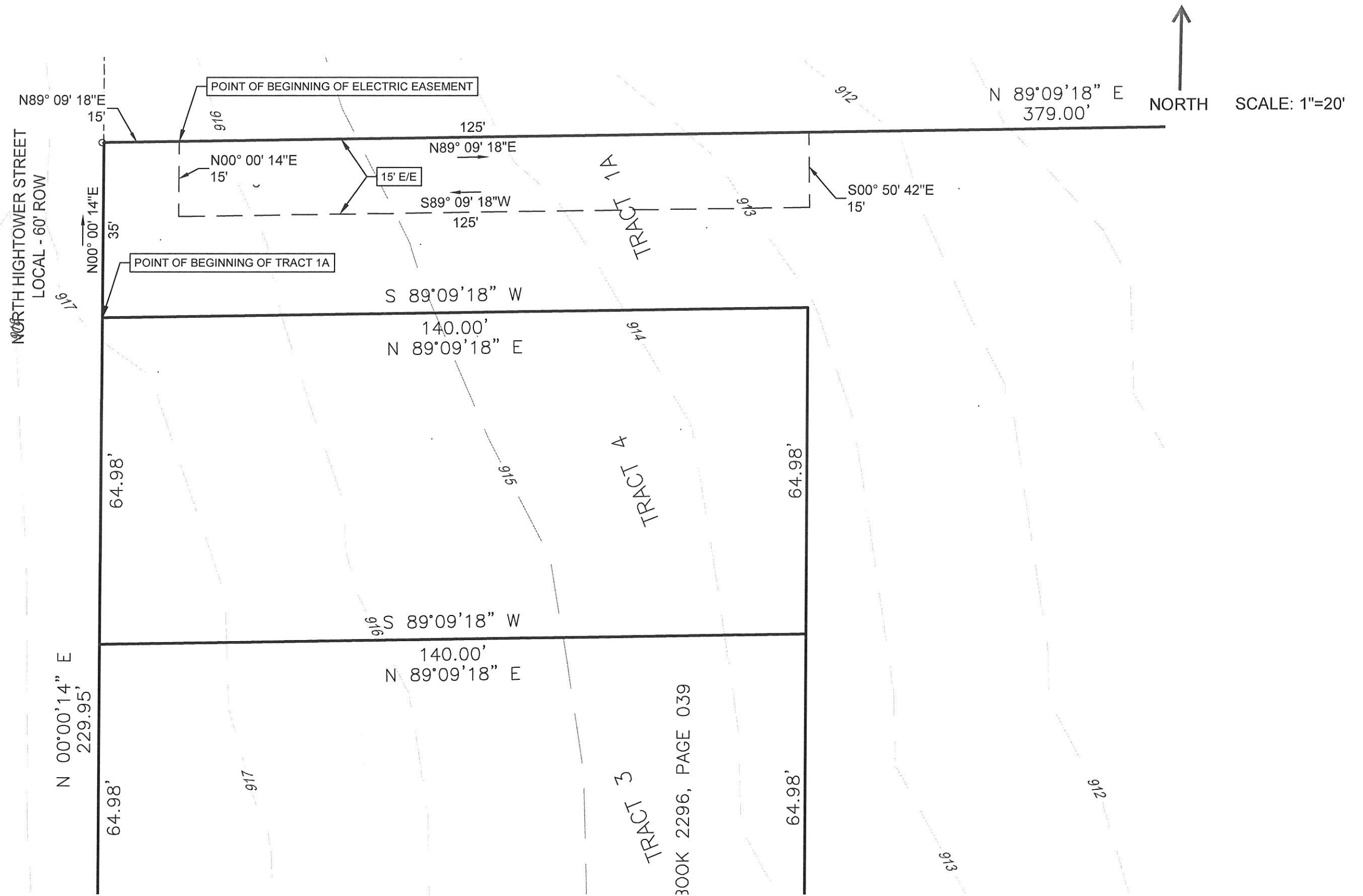
(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 18, 2025



Agenda Item:	3.i. CC-25-114
Previous/Related Action:	
Background/Issue:	• Stillwater Habitat For Humanity, Inc. owns property addressed as 505 E. 18th Avenue. • This request is for acceptance of a public water line that serves the proposed Fern Street Cottages residential subdivision. • This acceptance is for 868.15 total linear feet of 6 in. PVC pipe and 2 fire hydrants.
Proposal/Solution:	Staff recommends acceptance of the water line and fire hydrants.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this public infrastructure.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the water line and both fire hydrants.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Bond Offiste WL Bond 08.19.2025

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name:

Plat Case Number:

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Company, a corporate entity organized under the Laws of the State of Wisconsin and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of Forty-Two Thousand One Hundred Nine Dollars and Zero Cents Dollars (\$ 42,109.00), 100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

Fern St Cottages - Off Site Water Line, Subdivision Name - N/A, Plat Case Number - IMP23-15

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all streets, water, sewer, stormwater and other infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 306 E 58th St. Stillwater, OK 74074 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 19th day of August 2025.

MK Excavation, LLC

Principal

By: Angus MacIntyre

Title Project Manager

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 19th day of August 2025.

West Bend Insurance Company

Surety

By: Amy Winter
Attorney-in Fact Amy Winter



1900 South 18th Ave., West Bend, WI 53095

Mailing Address

directconnect@wbmi.com

Claim submission website or email address

(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of August, 2025 personally appeared Angus MacIntyre, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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



Priscilla A. Hull
Notary Public



Bond No. 2297314

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Barry Herring, Neleigh Herring, Amy Winters

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest

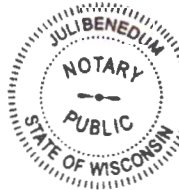
Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of August, 2025



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 18, 2025



Agenda Item:	3.j. CC-25-115
Previous/Related Action:	
Background/Issue:	• Awad Investments, LP. owns properties at 1411, 1405, and 1401 N. Hightower Street and Awad Construction owns property addressed as 1417 N. Hightower Street. • This request is for acceptance of a general utility easement on each lot that runs parallel to N. Hightower Street, and contains public sewer and electric utilities that will serve the three addresses. • These general utility easement dedications consist of a total of 3,450 square feet (.08 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of the four (4) general utility easements.
Financial Source/Impact:	There is no additional financial impact from the acceptance of these easements.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the three general utility easements and authorize the Mayor to execute the documents.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Gen Util Easement 1405 N Hightower
2. Gen Util Easement 1401 N Hightower
3. Gen Util Easement 1411 N Hightower
4. Gen Util Easement 1417 N Hightower

GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Awad Investments, LP, an Oklahoma limited partnership, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7), TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, PAYE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEROF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS;

TRACT 3:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW/4; THENCE SOUTH 00°00'00" EAST ALONG THE WEST LINE OF SAID SW/4 FOR 822.65 FEET; THENCE NORTH 89°12'38" EAST ALONG THE NORTH LINE OF OAKDALE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF FOR 1350.52 FEET; THENCE NORTH 00°00'14" EAST FOR 64.99 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 00°00'14" EAST FOR 64.98 FEET; THENCE NORTH 89°09'18" EAST FOR 140.00 FEET; THENCE SOUTH 00°00'11" WEST FOR 64.98 FEET; THENCE SOUTH 89°09'18" WEST FOR 140.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

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

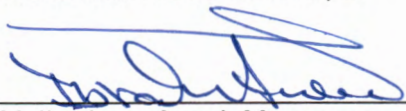
THE WEST 15 FEET OF SAID TRACT 3.

The easement contains 975 square feet or 0.02 acres more or less and is subject to all recorded easements and rights of way thereof.

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

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

"AWAD IMPROVEMENTS, LP"



BY: Ibrahim Awad, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAWNEE)

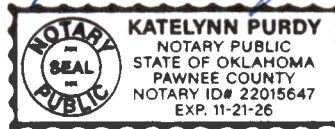
Before me, a Notary Public in and for said County and State on this 11 day of August, 2025, personally appeared, Ibrahim Awad, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

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



NOTARY PUBLIC

My Commission Expires: 11-21-26
My Commission Number: 22015647
(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Awad Investments, LP, an Oklahoma limited partnership, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7), TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, PAYE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEROF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS;

TRACT 2:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW/4; THENCE SOUTH 00°00'00" EAST ALONG THE WEST LINE OF SAID SW/4 FOR 822.65 FEET; THENCE NORTH 89°12'38" EAST ALONG THE NORTH LINE OF OAKDALE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF FOR 1350.52 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE NORTH 00°00'14" EAST FOR 64.99 FEET; THENCE NORTH 89°09'18" EAST FOR 140.00 FEET; THENCE SOUTH 00°00'11" WEST FOR 65.13 FEET TO A POINT ON AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID OAKDALE PARK FIRST SECTION; THENCE SOUTH 89°12'38" WEST ALONG SAID EASTERLY EXTENSION AND ALONG THE NORTH LINE OF LOT 1, BLOCK 3, OAKDALE PARK FIRST SECTION FOR 140.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

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

THE WEST 15 FEET OF SAID TRACT 2.

The easement contains 975 square feet or 0.02 acres more or less and is subject to all recorded easements and rights of way thereof.

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

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

"AWAD INVESTMENTS, LP"

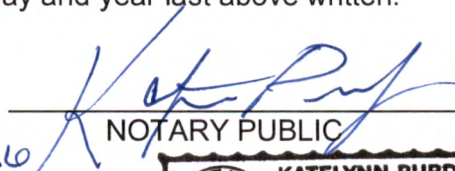


BY: Ibrahim Awad, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAWNEE)

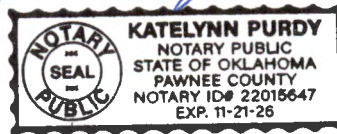
Before me, a Notary Public in and for said County and State on this 11 day of August, 2025, personally appeared, Ibrahim Awad, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

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



NOTARY PUBLIC

My Commission Expires: 11-21-26
My Commission Number: 22015647
(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

THE WEST 15 FEET OF SAID TRACT 4.

The easement contains 975 square feet or 0.02 acres more or less and is subject to all recorded easements and rights of way thereof.

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

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“AWAD INVESTMENTS, LP”

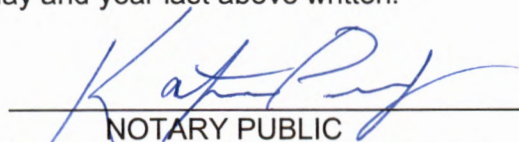


BY: Ibrahim Awad, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAWNEE)

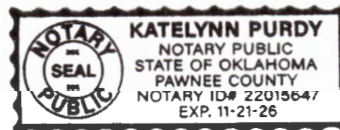
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Given under my hand and seal the day and year last above written.



NOTARY PUBLIC

My Commission Expires: 11-21-26
My Commission Number: 22015647
(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



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

Office: 405.742.8220
Web: stillwaterok.gov

Public Way Permit Application Per Chapter 37, Sec. 37-97, Sec. 37-98, Sec. 37-99 and Sec. 37-100

Permit No.:	Permit Issue Date:
-------------	--------------------

Date _____ **Public Way Permit Fee: \$50.00** Date Paid: _____

Licenses Street Works Contractor Name: _____ License # _____

Explanation of Work Being Performed: _____

COMPLETE THE FOLLOWING SECTIONS:

SECTION 1:

☐

Minor Permit Work

☐

Major Permit Work

Address Where Work is to be Performed: _____

Date(s) of Work: _____ Start Time: _____ Stop Time: _____

Any proposal to temporarily reopen any roadway for any period? _____

Name of subcontractor(s) working under the Applicant's responsibility and authority:

List of Emergency Contacts for: _____

(Company Name)

<u>Company's Local Emergency Contact is:</u>	<u>Company's Local Emergency Contact is:</u>
<u>Contact Person(s) Mailing Address:</u>	<u>Contact Person(s) Mailing Address:</u>
<u>Contact Person(s) Email Address:</u>	<u>Contact Person(s) Email Address:</u>
<u>24-hour Emergency Phone Number/Pager and Fax No.:</u>	<u>24-hour Emergency Phone Number/Pager and Fax No.:</u>

MUST ATTACH THE FOLLOWING:

PLEASE CONTINUE ON PAGE 2.

Form Date: 07.2024

Public Way Permit Application

- ☐ Lane Rental/Closure Request (Sec. 37-97(4))
- ☐ Erosion Control Plan (Sec. 37-97(8))
- ☐ Three (3) sets of: (Sec. 37-97(9))
 - ☐ Traffic Control Plan per MUTCD
 - ☐ Temporary Traffic Control Schedule outlining public way closings for the duration of the project
 - ☐ Plans identifying construction routes

THE ABOVE DOCUMENTS SHALL BE REVIEWED PRIOR TO ISSUANCE OF THE PERMIT.

SECTION 2:

☐ Not Applicable

Per Section 37-98: Lane Rental Fee

☐ Number of Days of Lane Rental: _____ @ \$125.00 per lane per day **over two (2) days**

Per Section 37-99: Disruption Fee

☐ Parking Disruption Fee:

- Number of Days of Parking Disruption: _____ Number of Spaces Needed: _____
@ \$10.00 per space per day **exceeding 10th day**. EXCEPTION: *When adjacent lane is closed, parking disruption fee is not charged. Fee not required when parking space disrupted for Development Project and there is no other option for staging.*

☐ Sidewalk Disruption Fee:

- Linear Feet of Detour Route of Sidewalk Closed by Construction: _____ @ \$1.00 per linear foot of detour route. EXCEPTION: *When an accessible sidewalk is available to pedestrians on the side of the street immediately opposite and across from the disrupted sidewalk.*

Per Section 37-100: Permit Bonds (where applicable)

- ☐ Construction Route Bond in the amount of \$100,000 per block of approved Construction Route
Number of Blocks of Construction Route _____ Bond Amount: \$ _____
- ☐ Replacement Value Bond (Full Replacement Cost of Infrastructure as determined by Stillwater Transportation Department x PCI)/100)
Bond Amount: \$ _____

PENALTIES:

Sec. 37-105. Failure to Apply.

Any person failing to comply with Article III shall be precluded from obtaining any Public Way Permit or performing any further construction within the City as indicated below:

- 1st offense, 1-month preclusion from the date of notification;
- 2-3 offense, 3-month preclusion from the date of notification;
- 4+ offenses, 6-month preclusion from the date of notification.

Sec. 37-106. Enforcement.

Remedies for Violations. If a permit holder violates any provision of this chapter, the City Manager may, after providing notice, take one or more of the following actions:

- (1) Impose liquidated damages in the amount, if any, provided in the Public Way Permit, whether per day, incident, or other measure of violation. Payment of liquidated damages does not relieve the Public Way Occupant of its obligation to meet the requirements of this chapter.
- (2) Impose penalties as established herein or by action of the City Council.
- (3) Reduce the duration of the Public Way Permit on any basis the City determines is reasonable and affords the Public Way Occupant reasonable due process.
- (4) Revoke the Public Way Permit pursuant to its terms or applicable law.

Sec. 37-107. Civil Penalties.

The City Manager shall have the authority to assess civil penalties against a permit holder for failure to comply with the terms of its Public Way Permit or any other portions of this chapter. Any such assessment must be provided to the permit holder in writing with a Notice of Violation and provide for a reasonable opportunity to cure the violation, provided that the violation is not a result of inclement weather. If the Public Way Occupant fails to remedy the deficiency by the end of the allowed period, the penalty amounts shall begin to accrue and shall continue to accrue until the date that the deficiency is corrected.

- (1) For effecting or attempting to effect a transfer of Public Way Permit without approval: TWO THOUSAND DOLLARS (\$2,000.00) per day for each violation;
- (2) For failure to supply information or reports required under the terms of a Public Way Permit or applicable law or by the City: FIVE HUNDRED DOLLARS (\$500.00) per day for each violation;
- (3) For failure to pay Fees imposed by this chapter or maintain Bonds required herein: ONE THOUSAND DOLLARS (\$1,000.00) per day;
- (4) For failure to restore or repair damages to private property: TWO HUNDRED DOLLARS (\$200.00) per day, in addition to the cost of the restoration;
- (5) For any other violations of the City Code, Public Way Permit, or other applicable law: FIVE HUNDRED DOLLARS (\$500.00) per day for each violation.

GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Awad Construction, LLC , an Oklahoma limited liability company, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVEN (7), TOWNSHIP NINETEEN (19) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, PAYE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEROF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS;

TRACT 1:

COMMENCING AT THE NORTHWEST CORNER OF SAID SW/4; THENCE SOUTH 00°00'00" EAST ALONG THE WEST LINE OF SAID SW/4 FOR 822.65 FEET; THENCE NORTH 89°12'38" EAST ALONG THE NORTH LINE OF OAKDALE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA ACCORDING TO THE RECORDED PLAT THEREOF FOR 1350.52 FEET; THENCE NORTH 00°00'14" EAST FOR 194.95 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 00°00'14' EAST FOR 35.00 FEET TO A POINT, SAID POINT BEING SOUTH 00°00'14" WEST A DISTANCE OF 60.00 FEET FROM THE SOUTHWEST CORNER OF LOT 8, BLOCK 3, EVERGREEN ESTATES ADDITION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE NORTH 89°09'18" EAST FOR 379.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, EVERGREEN ESTATES ADDITION; THENCE SOUTH 00°00'09" WEST ALONG THE WEST LINE OF LOTS 1 AND 2, BLOCK 4, EVERGREEN ESTATES ADDITION FOR 230.32 FEET (FIELD), 230.34 FEET (PLAT) TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 4, EVERGREEN ESTATES ADDITION; THENCE SOUTH 89°12'38" WEST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF OAKDALE PARK FIRST SECTION FOR 239.00 FEET; THENCE NORTH 00°00'11" EAST FOR 195.09 FEET; THENCE SOUTH 89°09'18" WEST FOR 140.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of utility(ies) through, over, under, and across the

portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

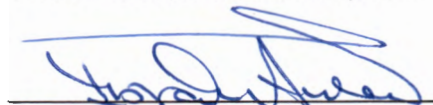
THE WEST 15 FEET OF SAID TRACT 1.

The easement contains 525 square feet or 0.01 acres more or less and is subject to all recorded easements and rights of way thereof.

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

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

"AWAD CONSTRUCTION, LLC"

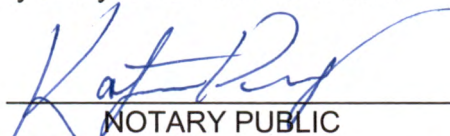


BY: Ibrahim Awad, Manager

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAWNEE)

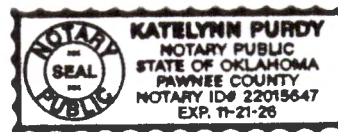
Before me, a Notary Public in and for said County and State on this 11 day of August, 2025, personally appeared, Ibrahim Awad, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

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



NOTARY PUBLIC

My Commission Expires: 11-21-26
My Commission Number: 22015647
(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 18, 2025



Agenda Item:	6.a. CC-25-116
Previous/Related Action:	July 15, 2025 Planning Commission
Background/Issue:	The subject property is located on the south side of town between South Main Street and South Washington Street along West 22nd Avenue. The property is currently vacant and used for agricultural purposes. The tract currently has split zoning with the frontage along 22nd Avenue being zoned Small Lot Single-Family Residential (RSS) and the remainder of the tract being zoned Agriculture (A). The applicant is requesting rezoning the entire property to A to allow for the construction of a new barn with the possibility of adding a residential dwelling in the future.
Proposal/Solution:	The Planning Commission recommended approval of this Map Amendment with a vote of 4-0.
Financial Source/Impact:	There are no impacts to the City budget.
Related Strategic Priority:	#5 UNIQUE CULTURE #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the Planning Commission's recommendation and approve the Map Amendment addressed as 624 West 22nd Avenue.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Application Packet
2. Area Map
3. Zoning Comparison Chart, RSS to A
4. Minutes PC 07.15.25 SPC Draft

CITY OF STILLWATER - DEVELOPMENT SERVICES DEPARTMENT
APPLICATION FOR REVIEW/ACTION

ZONING:

☒ Map Amendment
☐ Planned Unit Development
☐ Preliminary
☐ Final
☐ Subdivision
☐ Amendment
☐ Specific Use Permit
☐ Annexation

SITE PLANS:

☐ Minor Amendment
☐ Final Drill Site Development Plan

SUBDIVISION:

☐ Lot Split
☐ Commercial Minor Subdivision
☐ Minor Subdivision
☐ Preliminary Plat
☐ Final Plat

OTHER:

☐ Closing
☐ Improvement Plans
☐ Drainage Plans/Study
☐ Drilling Permit

COMMERCIAL USE-BY-RIGHT: Complete a Commercial Building Permit Application **AND** Commercial Use-By-Right Checklist

Title of Subdivision/Plan/Use: _____

Owner(s) of Property: SCOTT M. LARSON

Owner(s) Address: 621 W. 22ND AVE. STILLWATER, OK 74074

Owner(s) Phone/Fax/Email: 405-780-5074, guerty404@yahoo.com

Applicant/Developer of Property: Samit

Applicant/Developer Address: _____

Applicant/Developer Phone/Fax/Email: _____

Design Engineer address/phone/fax/email & Registration No.: _____

Surveyor address/phone/fax/email & Registration No.: _____

Address or Description of Property to be Subdivided/Developed: 624 W. 22ND AVE. STILLWATER, OK 74074

Original Tract Deed Book and Page Number: _____

Number of Acres in Development: 15 ACRES

Number of Lots Created: _____

Current Zoning/Requested Zoning: RSS AD A TO A

Reason for zoning request/use permit/map amendment (describe project):

TO REZONE THE ENTIRE LOT FOR AGRICULTURE

This application must be accompanied by the appropriate checklist for the type of item being submitted for review. This application must be completed, signed, and dated by the Applicant and Owner(s).

We do hereby certify that the information provided herein is both complete and accurate to the best of our knowledge, and we understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Applicant/Preparer _____ Date _____

 6/10/25
Owner/Agent (with documentation) Date

Applicant/Preparer _____ Date _____

Owner/Agent (with documentation) Date _____

For City of Stillwater Use Only:

CASE NO#: _____

Submission Date: _____

Processing Tract: IRC 6.25, PC 7.15, CC 8.18

Approval Date: _____

Fees: _____ Number of Copies: _____

RECEIVED

By alexandria.maged at 2:57 pm, Jun 10, 2025

**City of Stillwater
Map Amendment Checklist
Chapter 23, Article 3**

Applications will be accepted Monday through Friday, from 8:30 AM to 11:30 AM
Per Resolution CC-2007-16

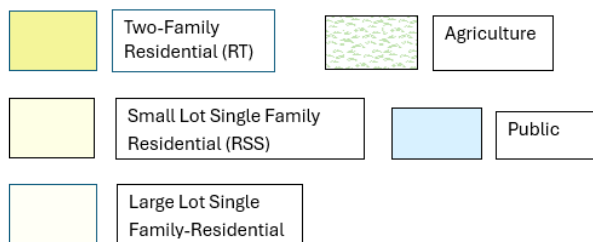
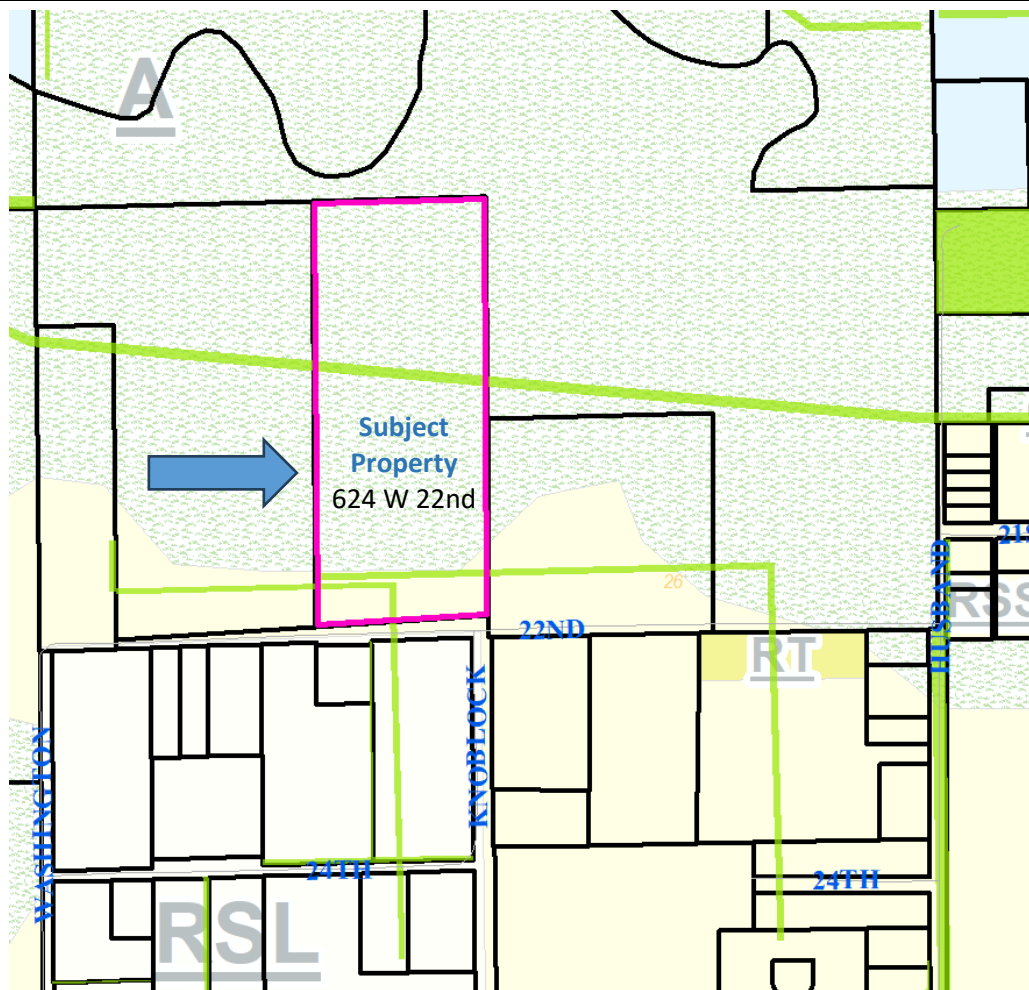
Zoning district boundaries created under the authority of the City of Stillwater may be amended to change the zoning classification on one or more properties by the City Council. This **CHECKLIST** identifies the items needed. All items indicated as **SUCH** are required for the submittal to be considered complete.

APPLICANT	REQUIREMENTS	CITY
X	Section 23.58	HMB
X	COMPLETED APPLICATION FORM AND CHECKLIST	HMB
X	TYPED LEGAL DESCRIPTION SENT TO DIGITALS@STILLWATER.ORG	HMB
X	FILING FEE OF \$250.00 PLUS \$2.00/ACRE	HMB
X	A TYPEWRITTEN LIST AND ELECTRONIC/DIGITAL COPY, CERTIFIED BY THE PAYNE COUNTY ASSESSOR, LICENSED ABTRACTOR, ATTORNEY, ENGINEER OR ARCHITECT, OF ALL PROPERTY OWNERS WITHIN THREE HUNDRED (300) FEET OF THE SUBJECT PROPERTY. THE OWNERSHIP LIST SHALL HAVE BEEN PREPARED NO MORE THAN THIRTY (30) DAYS PRIOR TO SUBMISSION.	HMB

Certification: I hereby certify that the information provided herein is both complete and accurate to the best of my knowledge and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application.

Preparer's Signature

Date



Stillwater. OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA25-01)
Request: Rezone from Small Lot Single-Family Residential (RSS) and Agriculture (A) to Agriculture (A)
Address: 624 W 22nd Ave.

ZONING COMPARISON CHART		
	RSS (Residential Single Family Small Lot)	A (Agriculture)
Lot Size	5000 square feet	5 acres
Min Lot Width/Depth	50/100 feet	200/300 feet
Max Structure Height	35 feet	No max limit
Min Front Yard	20 feet/10 feet from alley	50 feet
Corner lot optional setback	Front: 20 feet Street Side: 15 feet	N/A
Min Side Yard - boundary with:		
Residential district	5 feet	30 feet
Commercial district	15 feet	30 feet
Industrial district	15 feet	30 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	50 feet
Any other district	20 feet	50 feet
Lot Coverage	No max limit	40 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	No requirements
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	• <i>Conventional single-family</i> • <i>Residential design manufactured homes</i>	• Agriculture, Forestry, Fishing, Hunting • Animal and Pet Keeping Facility • <i>Conventional single-family</i> (accessory to principal use) • Mobile Home, (accessory to principal use) • Mobile Home Park • <i>Residential design manufactured home</i> (accessory to principal use) • Telecommunications Tower • Utilities

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF JULY 15TH, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED July 10th, 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

STAFF PRESENT

Kim Payne, Assistant City Attorney
David Barth, Development Services Director
Henry Bibelheimer, Senior City Planner
Joshua Brown, Development Coordinator
Alexandria Holle-Maged, Administrative Assistant

MEMBERS ABSENT

Jana Phillips, Chair

Staff Absent

1. CALL MEETING TO ORDER.

Vice Chair Williams called the meeting to order at 5:30 p.m.

2. PUBLIC HEARING

- a. Receive public comment regarding a request for a Map Amendment (MA25-05) to rezone from Small Lot Single-Family Residential (RSS) and Agriculture (A) to Agriculture (A) property addressed as 624 W. 22nd Avenue.

Mr. Henry Bibelheimer, Senior Planner, presents staff report and discusses the following points:

- The property is currently split-zoned: the northern portion is Agriculture, and the southern portion (fronting 22nd Ave.) is RSS.
- The applicant wishes to rezone the RSS portion to Agriculture to construct a barn/accessory structure.
- A barn as a standalone structure is not permitted in RSS zoning without a primary residential structure.
- The property is surrounded by floodplain on most sides, and the applicant seeks to place the barn on higher ground outside the flood zone.
- The Future Land Use Map (FLUM) designates the area for Agricultural or Low-Density Residential use.

Vice-Chair Williams asks for clarification that only the southern portion is RSS and would be subject to the zoning change; Mr. Bibelheimer confirms.

Vice-Chair Williams asks the applicant or representative to speak.

Mr. Scott Larson, 621 W. 22nd Avenue, comes to speak on the following:

- Stated he had owned the property for a couple of years and made improvements to the neglected land.
- Doesn't want to place a building in the 100 year flood zone.
- Does not intend to build a home there but would like to place a barn for storage of a tractor and collector vehicles.

- Enjoys the property and believes it would enhance the property.

Vice-Chair Williams asks if there any questions for the applicant, none respond. Vice-Chair Williams opens the public hearing and asks if there is anyone that wishes to speak in to in favor or opposition of this item; none respond. Vice-Chair Williams closes the public hearing and asks for staff findings and alternatives.

Mr. Bibelheimer returns to the podium and presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows for the rezoning of land via Map Amendments.
2. A is located in the vicinity to the west, north, and east of the property which also has A zoning on it already.
3. The applicant's desire to build a barn now before a residential structure is only allowed in the A zoning district.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed map amendment as presented.
2. Find that the map amendment is not an appropriate use for the property based upon the impacts to the surrounding vicinity and do not recommend that the City Council approve the map amendment.
3. Find that additional information or discussion is needed prior to making a recommendation and table the request to a certain date.

Staff recommends Alternative 1.

Vice-Chair Williams asks for Planning Commission discussion. Commissioners expressed consensus that the request was straightforward and reasonable.

Commissioner Prather moves to approve map amendment as presented Commissioner Shanahan seconds

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

Time: 6 minutes

REPORT TO: CITY COUNCIL

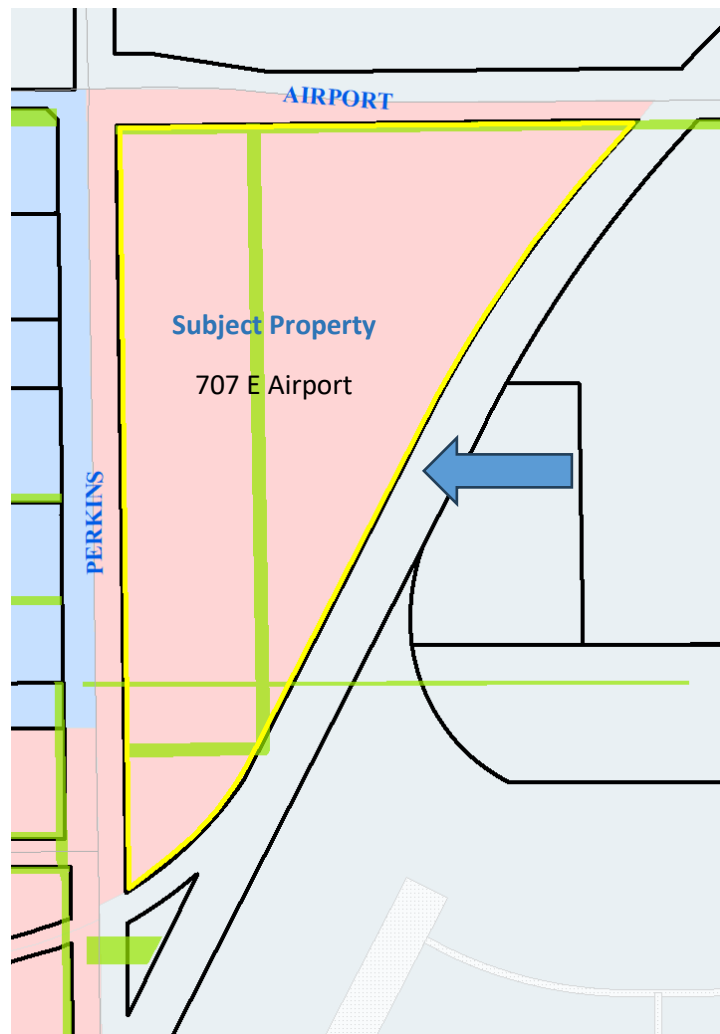
MEETING DATE: AUGUST 18, 2025

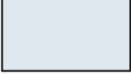


Agenda Item:	6.b. CC-25-117
Previous/Related Action:	Memo to set Public Hearing
Background/Issue:	The Tonkawa Tribe of Oklahoma requests the closure of the north 227.5 feet of a 30-foot wide utility easement located on property addressed as 707 E. Airport Road, This is the location of The Hub II Entertainment Center currently under construction. The easement area to be closed splits the property and contains a public water main that will remain in service.
Proposal/Solution:	The entrance canopy of The Hub II will overhang the easement area and existing waterline. The developer is proposing to grant a 20-foot waterline easement over the existing waterline and an encroachment agreement for the portion of the building that will overhang the easement and waterline. Acceptance of the new easement and encroachment agreement will be considered at a future council meeting. The Tonkawa Tribe of Oklahoma requests the closure of the north 227.5 feet of a 30-foot wide utility easement more particularly described in Book 2491, Page 602.
Financial Source/Impact:	There is no known impact to the City budget with this request.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #5 UNIQUE CULTURE
Recommended Action/Motion:	Staff recommends a motion to close the north 227.5 feet of the 30-foot wide utility easement more particularly described in Book 2491, Page 602.
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. Exhibit for Easement Closure Area
3. Existing Utility Easement Book 2491, Page 602



	Light Industrial		Commercial General (CG)
	General Industrial		



Stillwater. OKLAHOMA
stillwaterok.gov

Project Type: Closing (CL25-03)
Request: Easement Closing for the HUB II
Address: 707 E Airport Rd.
Applicant: Olsson Engineering

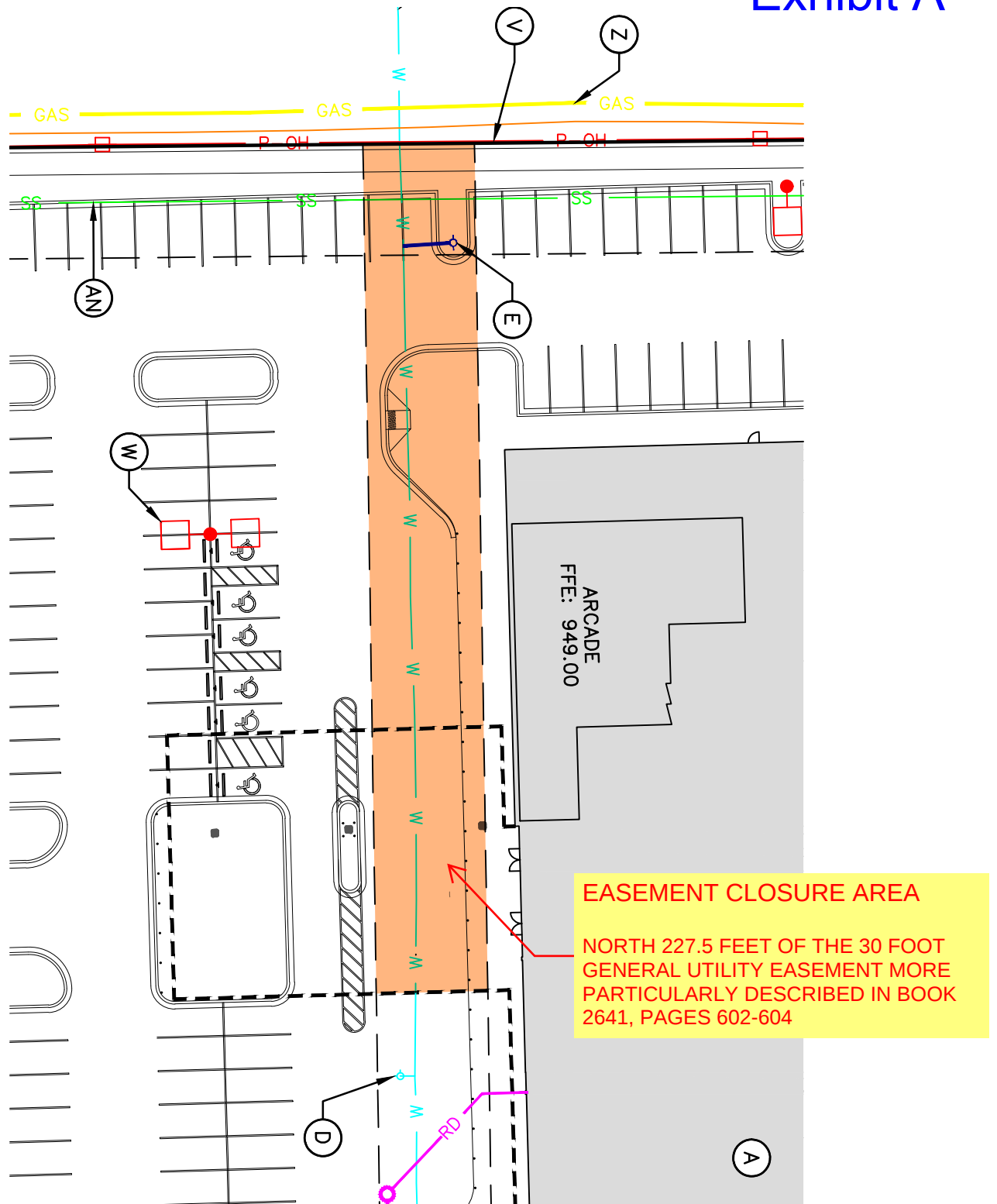


EXHIBIT 'A' EASEMENT CLOSURE AREA



RETURNED AT COUNTER
GENERAL UTILITY EASEMENT

1-2019-000587 Book: 2491 pg: 602
1/22/2019 10:15 AM pgs: 602 - 604
Fees: \$17.00 Doc: \$0.00
Glenna Craig, Payne County Clerk
Payne County - State of Oklahoma

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, The Chamber of Commerce of Stillwater, Oklahoma, an Oklahoma Corporation, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A tract of land that is a part of the West Half of the Northwest Quarter (W/2, NW/4) of Section 1, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter (NW/4) of said Section 1; Thence S89°58'48"E, along the North line of said Northwest Quarter (NW/4), a distance of 87.43 feet; Thence S00°01'12"W, perpendicular to the North line of said Northwest Quarter (NW/4), a distance of 80.00 feet to a point that is both 80.00 feet South of the North line of said Northwest Quarter (NW/4) and 87.00 feet East of the West line of said Northwest Quarter (NW/4), said point being the Point of Beginning; Thence S89°58'48"E, parallel with and 80.00 feet South of the North line of said Northwest Quarter (NW/4), and along the South line of a parcel Deeded by Warranty Deed to The State of Oklahoma in Book 204 at page 425, as recorded in the offices of the Payne County Clerk, a distance of 1139.22 feet to a point on the West line of that Deed to The Atchison, Topeka and Santa Fe Railway Company recorded as a Warranty Deed in Book 19 at page 315 in the offices of the Payne County Clerk; Thence along a non-tangent curve to the left, and the West line of said Railway, having a tangent bearing of S41°50'04" W, a radius of 2978.97 feet, a central angle of 141°17'30", and an arc length of 743.06 feet; Thence S27°32'34"W, continuing along the West line of said Railway, a distance of 937.56 feet to a point on an Easement for Railroad Spur Recorded in Book 176 at page 381 in the offices of the Payne County Clerk; Thence along a non-tangent curve to the right and along the North line of said Easement, having a tangent bearing of S37°28'30"W, a radius of 836.07 feet, a central angle of 24°52'18", and an arc length of 362.93 feet to a point that is 87.00 feet East of the West line of said Northwest Quarter (NW/4), and on the East line of Tract No. 15 in the Report of Commissioners giving Fee Simple Title to the City of Stillwater as recorded in Book 178 at page 42 in the offices of the Payne County Clerk; Thence N00°17'16" W, parallel with and 87.00 feet East of the West line of said Northwest Quarter (NW/4), and along the East line of said Tract No. 15, and continuing along Tract No. 16 in the Report of Commissioners giving Fee Simple Title to the City of Stillwater as recorded in Book 178 at page 42 in the offices of the Payne County Clerk, a distance of 1673.02 feet, to the Point of Beginning.

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

A 30 foot general utility easement located in the West half of the Northwest Quarter (W/2, NW/4) of Section 1, Township 19 North, Range 2 East of the Indian Meridian Payne County, Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter (NW/4); Thence, N89°27'17"E, said line being the basis of bearing, (previously recorded as S89°58'48"E), along the North line of said Northwest Quarter, a distance of 372.13 feet, to a point on the North right-of-way line of Airport Road; Thence, S00°32'42"E (previously recorded as S00°01'12"W), perpendicular to said North line, a distance of 79.92 feet to a point on the South right-of-way line of Airport Road, to a Point of Beginning; Thence, N89°27'55"E, along the South right-of-way line of Airport Road, a distance of 30.00 feet; Thence, S00°55'15"E, a distance of 1365.63 feet to a point on the ATSF Railroad right-of-way; Thence, S27°00'23"W along said ATSF Railroad right-of-way line, a distance of 12.17 feet; Thence, S89°02'19"W, a distance of 309.27 feet to a point on the east right-of-way line of Perkins Road; Thence, N00°57'41"W along said east right-of-way line of Perkins Road, a distance of 30.00 feet; Thence, N89°02'19"E, a distance of 284.99 feet; Thence, N00°55'15"W, a distance of 1346.60 feet, to a point on the South right-of-way line of Airport Road, said Point being the Point of Beginning.

The easement contains 49,813.34 square feet or 1.14 acres more or less and is subject to all recorded easements and rights of way thereof

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

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

THE CHAMBER OF COMMERCE OF STILLWATER, OKLAHOMA

Gary McLune
Gary McLune, CHAIRPERSON

THE CHAMBER OF COMMERCE OF STILLWATER, OKLAHOMA

Justin Minges
Justin Minges, SECRETARY

STATE OF OKLAHOMA)

COUNTY OF PAYNE)

ss.

Before me, a Notary Public in and for said County and State on this 11th day of December, 2018, personally appeared, Gary McLune and Justin Minges, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its chair person and secretary and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Aaron Ferguson
NOTARY PUBLIC

My Commission Expires: 1/11/21
My Commission Number: 17000335
(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this 14 day of JAN., 2019, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered general utility easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.



William H. Joyce
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

Patti Chrz
ELIZABETH CHRZ, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Patti Chrz
Deputy

Approved as to form and legality this 14 day of Jan, 2019.

John E. Dorman
JOHN E. DORMAN, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

UNOFFICIAL

Return to:
KeyStone Engineering
PO Box 436
Stillwater, OK
74076

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 18, 2025



Agenda Item:	7.b. CC-25-118																
Previous/Related Action:																	
Background/Issue:	• The Transportation Sales Tax Fund, a 1 cent sales tax, is dedicated exclusively to transportation system repair, restoration, widening, reconstruction, retrofitting, safety, and mobility. • The Pavement Management Program (PMP) is a systematic process for inspection, evaluation, planning, improvements, maintenance, and rehabilitation of the City's transportation network. In selecting recommended projects for an annual PMP, staff performs an engineering analysis of available strategies for particular roadway segments given the pavement conditions per the most recent pavement management inventory, coordination with other projects (utility, private development, and road projects from other governmental jurisdictions), traffic volumes as well as field inspections. • The Transportation Sales Tax Fund has an available balance of approximately \$27.5 M, including the \$10 M projected in FY26 for sales tax revenues.																
Proposal/Solution:	Staff has prepared a list of proposed work for the FY26 PMP based on expected sales tax revenues of \$10M. The attachments provide detailed breakdown of the plan and relevant map. The following breakdown offers the estimated costs by category: <table><tr><td>• Various Sidewalk Improvements</td><td>\$ 1.0 M</td></tr><tr><td>• Pedestrian Corridor Design</td><td>\$ 160 K</td></tr><tr><td>• Full Depth Repair Patching</td><td>\$ 800 K</td></tr><tr><td>• Various Pavement Maintenance Treatments</td><td>\$ 3.0 M</td></tr><tr><td>• Full Reconstruction Projects</td><td>\$ 2.23 M</td></tr><tr><td>• Public Works Maintenance Capital</td><td>\$ 1.08 M</td></tr><tr><td>• Contingency</td><td>\$ 1.73 M</td></tr><tr><td>• Total</td><td>\$ 10 Million</td></tr></table> Staff will return to City Council to request authorization of expenditures in the form of consulting agreements, construction	• Various Sidewalk Improvements	\$ 1.0 M	• Pedestrian Corridor Design	\$ 160 K	• Full Depth Repair Patching	\$ 800 K	• Various Pavement Maintenance Treatments	\$ 3.0 M	• Full Reconstruction Projects	\$ 2.23 M	• Public Works Maintenance Capital	\$ 1.08 M	• Contingency	\$ 1.73 M	• Total	\$ 10 Million
• Various Sidewalk Improvements	\$ 1.0 M																
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• Full Reconstruction Projects	\$ 2.23 M																
• Public Works Maintenance Capital	\$ 1.08 M																
• Contingency	\$ 1.73 M																
• Total	\$ 10 Million																

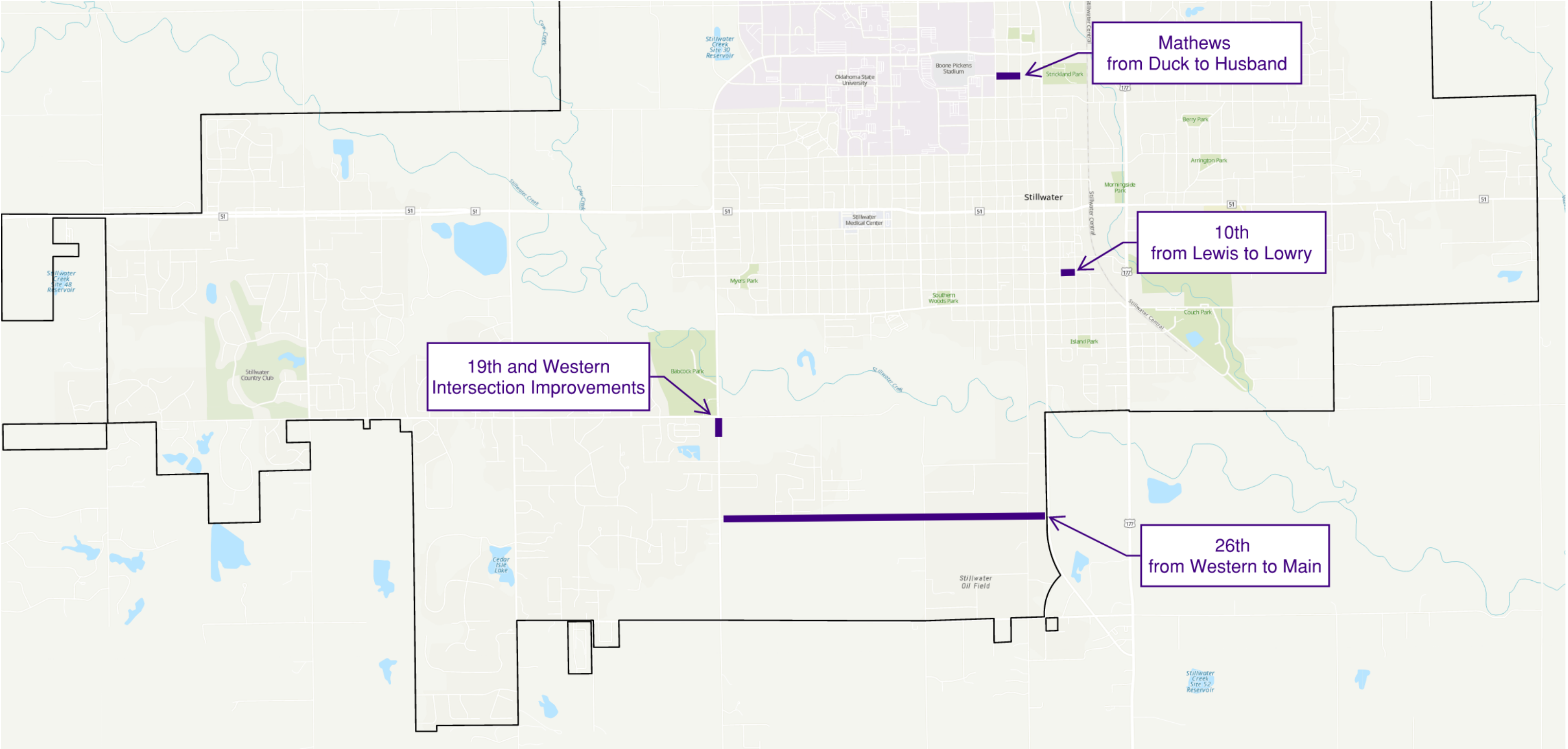
	bid awards, contracts, and related documents when they become ready for approval and execution. The Transportation Projects Advisory Committee (TPAC) voted to recommend approval of the FY26 PMP at their July 24, 2025 meeting.
Financial Source/Impact:	The FY26 PMP will be funded by the Transportation Sales Tax Fund.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Approve the FY26 Pavement Management Plan (PMP) as detailed above and attached.
Prepared By:	Bill Millis, Deputy Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Attachment 2 - FY26 Full Reconstruction Map (Option 1)
2. Attachment 1 - FY26 PMP rev02

Attachment 2

Proposed FY26 Full Reconstruction Projects Map



Proposed
FY26 Pavement Management Plan
August 18, 2025

FY26 Program

Various Sidewalk Improvements (Locations TBD) -	\$ 1.0 M
Pedestrian Corridor Design -	\$ 160 K
Full Depth Repair Patching -	\$ 800 K
Various Pavement Maintenance Treatments -	\$ 3.0 M ①
Full Reconstruction Projects -	\$ 2.23 M ①
Public Works Maintenance Capital -	\$ 1.08 M ①
Contingency (20%)	\$ 1.73 M
Total	\$ 10.0 M

① See Breakdown on page 2.

**Proposed
FY26 Breakdown
August 18, 2025**

FY26 Full Reconstruction Projects

Mathews from Duck to Husband (Avg PCI 30) -	\$ 300 K ②
10 th from Lewis to Lowry (PCI 20) -	\$ 410 K ②
19 th and Western Intersection Improvements -	\$ 520 K ②
26 th Ave from Western to Washington (Main) Design (Avg PCI 30) -	\$ 1.0 M
Total	\$ 2.23 M

FY26 Various Pavement Maintenance Treatments

Mill and Overlay / Seal Coat / Striping	\$ 3.0 M ②
[Locations to be determined in accordance with Pavement Condition Index model]	
Total	\$ 3.0 M

FY26 Public Works Maintenance Capital

Replacement of Obsolete Signal Communication System -	\$ 400 K
Battery Backups at Signalized Intersections -	\$ 230 K
Signal Conversion from Loops to Camera (2 locations) -	\$ 50 K
Miscellaneous Pavement Improvements -	\$ 200 K
Roadway Striping -	\$ 200 K
Total	\$ 1.08 M

② Includes Construction Administration / Survey / Engineering / Testing (20%).

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION AT THE CITY COUNCIL CHAMBERS, IN SAID CITY ON THE 18TH DAY OF AUGUST, 2025, AT 5:30 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by title. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. CC-2025-21

A RESOLUTION OF THE CITY OF STILLWATER, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE STILLWATER UTILITIES AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING AN AMENDED LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO CERTAIN WATER, SANITARY SEWER, SOLID WASTE DISPOSAL, AND ELECTRIC SYSTEMS; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO A PLEDGE OF CERTAIN SALES TAX REVENUES; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Stillwater Utilities Authority (the "Authority") did, by its Resolution adopted on August 18, 2025, authorize the issuance, sale and delivery of its Series 2025B Promissory Note to Oklahoma Water Resources Board, in order to finance certain water and wastewater system improvements, along with related costs (collectively, the "Project"); and

WHEREAS, the City Council of the City hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Authority's Series 2025B Promissory Note to Oklahoma Water Resources Board in the principal amount of not-to-exceed \$112,905,000.00 (the "2025B Note"), all as approved by said Authority on August 18, 2025, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2025B Note, and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement. The Amended Lease Agreement and Operation and Maintenance Contract dated as of March 19, 2025, by and between the City and the Authority (the "Lease Agreement"), whereby the City leased it existing and hereafter acquired interest in the water, sanitary sewer, solid waste disposal, and electric systems to the Authority and whereby the Authority agreed to operate and maintain said systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2025B Note is paid.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of March 1, 2025, by and between the City and the Authority (the "Sales Tax Agreement"), which Sales Tax Agreement pertains to a year-to-year pledge of certain sales tax revenue as security for the 2025B Note and certain obligations issued on a parity therewith, is hereby ratified and confirmed.

Section 5. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2025B Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 18TH DAY OF AUGUST, 2025.

CITY OF STILLWATER, OKLAHOMA

By _____
Mayor

ATTEST:

By _____
City Clerk

(SEAL)

STATE OF OKLAHOMA)
)SS
COUNTY OF PAYNE)

I, the undersigned, City Clerk of the City of Stillwater, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 18TH DAY OF AUGUST, 2025.

(SEAL)

City Clerk

RESOLUTION NO. CC-2025-22

A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING, APPROVING, AND RATIFYING THE GRANT APPLICATION FOR FISCAL YEAR 2025 AIRPORT IMPROVEMENT PROGRAM DISCRETIONARY FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT AS SUBMITTED ON JULY 8, 2025

WHEREAS, the City Council approved Resolution No. CC-2025-13 on July 7, 2025 approving the submission of a Federal Aviation Administration (FAA) grant application for FAA FY 2025 AIP discretionary funds in an amount not-to-exceed \$1,244,408 and payment of matching funds (FAA grant funds \$1,244,408 and City of Stillwater: \$69,134 (5% sponsor match), approving associated budget amendments, and authorizing the Mayor or Vice-Mayor to execute all necessary project documents to secure funding and conduct said airport project;

WHEREAS, in preparing the grant application for submission, the City's consultant determined that the correct amounts for project costs for the grant application are as follows: Total Estimated Project Costs: \$1,313,542; Federal Aviation Administration: \$1,247,865 and City of Stillwater: \$65,677 (5% sponsor match); and

WHEREAS, a grant application with the correct numbers was submitted on July 8, 2025;

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

Section 1: That the City of Stillwater hereby authorizes, approves, and ratifies the grant application for FAA FY 2025 AIP discretionary funds in the following amounts as submitted on July 8, 2025: Total Estimated Project Costs: \$1,313,542; Federal Aviation Administration: \$1,247,865 and City of Stillwater: \$65,677 (5% sponsor match).

Section 2: That the City of Stillwater approves payment of the required sponsor match.

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

PASSED AND ADOPTED this 18th day of August 2025.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY this 18th day of August 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

ORDINANCE NO. 3578

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 624 W. 22ND AVENUE FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) and AGRICULTURE (A) TO AGRICULTURE (A).

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

Parcels located at 624 W. 22ND AVENUE:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-SIX (26), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE NORTHWEST CORNER (NW/COR) OF SAID NORTHWEST QUARTER (NW/4); THENCE SOUTH 89°54' EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4), 825.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°02' WEST, 1271.0 FEET; THENCE NORTH 87°47' EAST, 518.0 FEET; THENCE NORTH 0°06' WEST, 1250 FEET TO THE NORTHEAST CORNER (NE/COR) OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION TWENTY-SIX (26); THENCE NORTH 89° 54' WEST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW/4) 514.6 FEET TO THE POINT OF BEGINNING.

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

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 08/18/2025
Second Reading:

ORDINANCE NO. 3579

AN ORDINANCE CLOSING A PORTION OF A GENERAL UTILITY
EASEMENT LOCATED AT 707 E. AIRPORT ROAD.

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

Parcel located at 707 E. AIRPORT ROAD:

NORTH 227.5 FEET OF THE 30 FOOT GENERAL UTILITY EASEMENT
MORE PARTICULARLY DESCRIBED IN BOOK 2491, PAGE 602, and attached
hereto as Exhibit A.

is not presently in use and is hereby closed. The City reserves the right to reopen this right of way in the event it is
needed in the future, without the necessity to pay the owner or their successors for the reopening of this right of way.

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

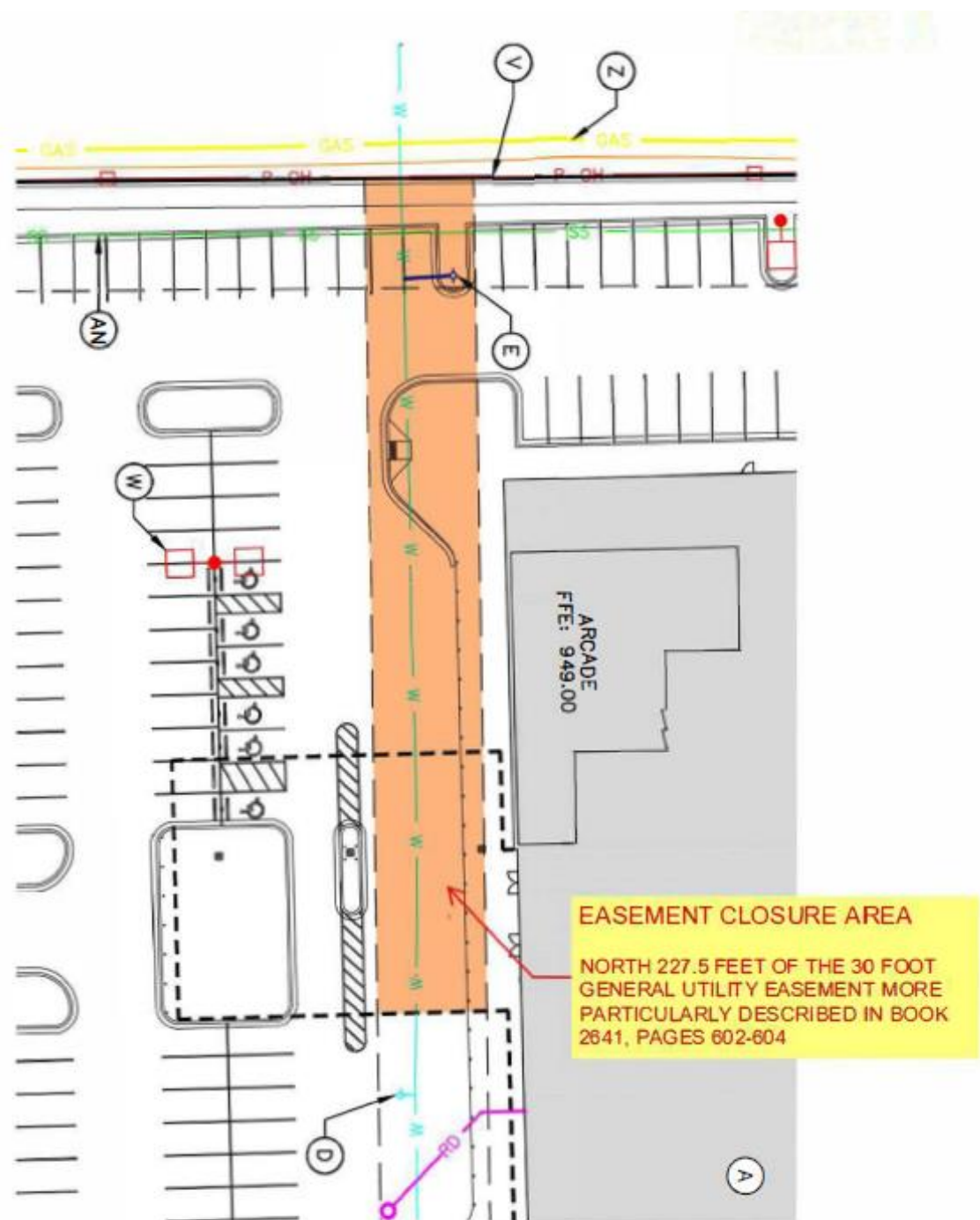
APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2025.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 08/18/2025
Second Reading:

Exhibit A

Easement Closure Area Outlined in Orange



REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 18, 2025



Agenda Item:	10.a. CC-25-119
Previous/Related Action:	
Background/Issue:	The Audit Committee provides independent review and oversight of the government's financial reporting processes, internal controls and independent auditors. The duties of the Audit Committee include but are not limited to the following: • recommendation of accounting firm to perform the annual audit; • maintenance of good communications with city staff and independent accountants; • review and evaluation of year end financial statements and independent accountants' audit reports; • review and evaluation of independent accountants' management letter; • review any reported deficiencies in internal controls; and • to report to the City Council as required.
Proposal/Solution:	Appoint to fill one vacancy on the committee with term expiring January 2027.
Financial Source/Impact:	N/A
Related Strategic Priority:	#6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Recommend appointment of Skyler Rodenberg to a 1st term on the Audit Committee.
Prepared By:	Christy Cluck, Assistant City Manager/Finance Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None