



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
SEPTEMBER 22, 2025

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

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

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

a.	Domestic Violence Awareness Month, October 2025
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4. Consent Docket

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

a.	Approve September 8, 2025 regular meeting minutes.	
b.	Approve budget amendments reflecting the award of an Internet Crimes Against Children grant from the Oklahoma State Bureau of Investigation to the Stillwater Police Department.	Jared Thulin
c.	Approve budget amendments transferring funds from the 2025 General Obligation Bond Fund to the City Capital Fund in accordance with Resolution No. CC-2024-31 to reimburse Phase 1 design of the new Stillwater Animal Welfare facility.	Christy Cluck
d.	Approve a budget amendment returning unused project	Bill Millis

	appropriations to the Transportation Sales Tax Fund.		
e.	Approve Task Order No. 2 to the Professional Services Agreement with Benham Design, LLC for FY25 Pavement Management Program in the amount of \$257,750; authorize total expenditures of \$283,525 which includes design, bidding, construction administration, on-call services, and contingency (10%); authorize the City Manager to sign Task Order No. 2; and approve the associated budget amendment.	CC-25-134	Bill Millis
f.	Approve Memorandum of Understanding between Stillwater Police Department and OSU Police Department to outline communication and coordination of efforts between the two law enforcement agencies.	CC-25-135	Christopher Hassig

5. Public Comment on Items not Scheduled for Public Hearings

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

6. Items Removed from the Consent Docket

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

7. Public Hearings

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

a.	Receive public comment regarding a request for a Map Amendment (MA25-07) to rezone property addressed as 1212 S. Perkins Road from Light Industrial (IL) to Commercial General (CG) district.	CC-25-136	Henry Bibelheimer
b.	Public Hearing to discuss the completion and close out of the Community Development Block Grant (CDBG) #19168 Fiscal Year 2023 State Small Cities grant project – Stillwater Public Library fire sprinkler system retrofit and update, and possible action to approve the grant close out, authorize the Mayor and City Manager to sign close out	CC-25-137	Shelly Crynes

	documents, and approve a budget amendment returning \$40,508 to the General Fund.		
c.	Public Hearing pursuant to 11 O.S. § 22-112 and 11 O.S. §22-112.4 to determine whether the mobile home trailer (the "Structure") located at 924 South Duck Street, Stillwater, Oklahoma is dilapidated as defined in 11 O.S §22-112(C) and abandoned as defined in 11 O.S. §22-112.4(E).	Beth Anne Childs	

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-2025-25: A RESOLUTION TO APPROVE PARTICIPATION IN SETTLEMENTS WITH PURDUE PHARMA LP, MEMBERS OF THE SACKLER FAMILY, ALVOGEN, INC., AMNEAL PHARMACEUTICALS, INC., APOTEX, INC., HIKMA PHARMACEUTICALS USA, INC., INDIVIOR, INC., MYLAN PHARMACEUTICALS INC., SUN PHARMACEUTICAL INDUSTRIES, INC., AND ZYDUS PHARMACEUTICALS
b.	RESOLUTION NO. CC-2025-26: A RESOLUTION OF THE STILLWATER CITY COUNCIL DECLARING THE MOBILE HOME STRUCTURE LOCATED AT 924 SOUTH DUCK STREET (ALSO KNOWN AS 924 ½ SOUTH DUCK STREET), STILLWATER, OKLAHOMA, DILAPIDATED AND ABANDONED, AND A PUBLIC NUISANCE DETRIMENTAL TO THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC AND THE COMMUNITY, AND ORDERING THE DILAPIDATED STRUCTURE TO BE TORN DOWN AND REMOVED PURSUANT TO 11 O.S. §22-112

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. 3580: AN ORDINANCE REZONING PROPERTY ADDRESSED AS 1212 S. PERKINS ROAD FROM LIGHT INDUSTRIAL (IL) TO COMMERCIAL GENERAL (CG) DISTRICT.
b.	ORDINANCE NO. 3581: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCIAL AFFAIRS, DIVISION 1, GENERALLY, BY AMENDING SECTION 2-583, FINANCE DEPARTMENT BY PROVIDING THAT THE DIRECTOR OF FINANCE MAY ALSO HOLD THE TITLE OF CHIEF FINANCIAL OFFICER AND THAT ALL DUTIES, POWERS, AND RESPONSIBILITIES APPLY EQUALLY TO THE DUAL TITLE OF DIRECTOR OF FINANCE AND CHIEF FINANCIAL OFFICER; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

Second Read

a.	ORDINANCE. NO. 3576: AN ORDINANCE TO REZONE PROPERTY ADDRESSED AS 320 S. WALNUT STREET FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) TO TWO-FAMILY RESIDENTIAL (RT).
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10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Adjourn

On September 18, 2025 at 2:00 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.



Domestic Violence Awareness Month, October 2025

WHEREAS, Domestic Violence Awareness Month is designed to support victims of domestic violence in their time of greatest need; and,

WHEREAS, Oklahoma is consistently ranked as one of the states with the highest rates of Domestic Violence; and,

WHEREAS, unhealthy relationships can have a lifelong negative impact on personal health and children's health; and,

WHEREAS, we can break the cycle of Domestic Violence before it starts by equipping families with skills for healthy relationships; and,

WHEREAS, parents, community leaders, civic organizations, and schools are an integral part of providing safe and healthy support systems for survivors; and,

WHEREAS, assisting survivors is not just an investment in their future, it's an investment in Oklahoma for generations to come.

NOW, THEREFORE, I, William H. Joyce, Mayor of the City of Stillwater, Oklahoma, recognize and support domestic violence survivors, and hereby proclaim October 2025 as Domestic Violence Awareness Month in Stillwater.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED SEPTEMBER 4, 2025 AT 11:30 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
SEPTEMBER 8, 2025**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Stillwater Jr. High 9th grade Advanced U.S. Government Class led the audience in the Pledge of Allegiance.

3. CONSENT DOCKET

- a. Approve August 18, 2025 regular meeting minutes
- b. Approve budget amendment carrying forward balance of Purchase Orders from FY25 to FY26 for:
 - Stormwater Master Plan contract
 - Replacement of a heat pump at the Library
- c. Approve a budget amendment to accept the donation from Payne County Stockyards LLC in the amount of \$466 to be used by the Stillwater Fire Department.
- d. Approve Park Valley Land Fund, LLC, FINAL PLAT (SUB25-11), for Park Valley Addition, Section 3 on a portion of property addressed as 1823 W. 26th Avenue in the Small Lot Single-Family Residential (RSS) district.
- e. Approve three (3) amendments (Amendments 006G, 006H, 006I) to the McFarland Architects Professional Services Agreement for Stillwater Regional Airport Terminal Improvement Program for architecture and engineering services in support of the Passenger Boarding Bridge, Furniture, Fixtures and Equipment, and Baggage Handling System in the amount of \$156,335 and authorize City Manager to sign the contract amendments.
- f. Approve Amendment 006J to the McFarland Architects Professional Services Agreement for Stillwater Regional Airport Terminal Improvement Program for continued terminal Phase 1 support in the amount of \$177,635, approve associated budget amendments and authorize City Manager to sign the contract amendments.
- g. Acceptance of Water, Sewer, Storm Sewer and Paving public improvements (IMP23-07) for Park Valley Addition, Section 3, SE corner of 26th and Western.
- h. Acceptance of a Waterline Easement at 707 E. Airport Road.
- i. Approve Encroachment Agreement and Release of Liability with The Tonkawa Tribe of Oklahoma for encroaching into easements at property addressed as 707 E. Airport Road.
- j. Acceptance of Sanitary Sewer Easement from Riggins Ventures, LLC at 230 N. Hoke Street.
- k. Approve budget amendments returning project funds to the Transportation Sales Tax Fund and the Stormwater Fund.

- I. Award of a Unit Price Contract to MK Excavation, LLC for \$373,791.75 related to Miscellaneous Deferred Maintenance Improvements (Bid No. 28-2025); authorize total construction expenditures of \$463,786, which includes construction contract, construction administrative services, testing, and contingency; approve budget amendments in the amount of \$378,211 from the Transportation Sales Tax Fund; approve budget amendment in the amount of \$85,575 from the Stormwater Fund; authorize the City Manager to execute the Contract and related documents.

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

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

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. PUBLIC HEARINGS

- a. Receive public comment regarding a request for a Map Amendment (MA25-04) to rezone property addressed as 320 S. Walnut Street from Small Lot Single-Family Residential (RSS) to Two-Family Residential (RT).

Senior Planner Henry Bibelheimer presented the report. He stated that the applicant is requesting rezoning the property to Two-Family Residential (RT) to allow for the development of three townhomes on the property. Three townhomes on this property equates to 9.68 units per acre which is why the applicant is requesting to rezone the property from RSS to RT to increase the allowable density. Mr. Bibelheimer reported that at the July 21, 2025 City Council meeting this map amendment was tabled until the September 8, 2025 City Council meeting.

Mayor Joyce opened the public hearing.

Aaron Ferguson, Bancroft Design, 923 S. Lowry, spoke on behalf of the applicant.

William Stockel, 321 S. Orchard, spoke against the rezoning. He stated his backyard is adjacent to the subject property and he expressed his concerns about the parking and lighting close to his backyard. He stated that if this is passed he would like conditions for the parking to be moved to the front of the property and the tall light poles directed away from his backyard.

James Murray, project developer, spoke in favor of the rezoning. He stated he has worked diligently with City staff and feels they have addressed all the issues of the Planning staff.

Stephanie Coca, 222 S. Kings, spoke against the rezoning. She stated her concerns would be the increased traffic and that this would open the door to more townhome developments and ruin the residential neighborhood feel.

Mary Elizabeth Cordia, 420 S. Walnut, spoke against the rezoning. She expressed her concerns about parking and the precedent this rezoning would set by allowing more townhomes to be built in this area disrupting the neighborhood environment.

Mayor Joyce closed the public hearing.

On July 8, 2025, Planning Commission recommended approval of the map amendment with a 4-0 vote.

Mayor Joyce stated that this is a difficult decision and discussed the need for more housing in Stillwater and the issues between developers and existing neighborhoods.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 320 S. WALNUT STREET.

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

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

Senior Planner Henry Bibelheimer presented the report. He reported that there is currently a single-family structure and accessory structure on the property. The applicant is requesting a Specific Use Permit to allow townhomes at 320 South Walnut. Townhomes are allowed with a Specific Use Permit in either the Small Lot Single-Family Residential (RSS) or Two-Family (RT) zoning district. The property is 0.31 acres, and the property owner is proposing three attached townhomes. The requested density is 9.68 units per acre. Mr. Bibelheimer stated that on July 21, 2025 the specific use permit was tabled until September 8, 2025 to allow time for an updated site plan to be submitted that meets the specific use permit site plan requirements. Mr. Bibelheimer answered Council's questions.

City Attorney Kimberly Carnley reminded Council that there is broad authority in the approval of the Specific Use Permit for Council to place conditions on the Specific Use Permit.

Mayor Joyce opened the public hearing.

Aaron Ferguson, Bancroft Design, 923 S. Lowry, spoke on behalf of the applicant.

William Stockel, 321 S. Orchard, spoke against the Specific Use Permit. He expressed his concerns about the parking lot lights shining into his backyard, car noise and headlights.

James Murray, project developer, spoke in favor of the Specific Use Permit. He stated they have complied with all the suggestions from City staff.

Mary Elizabeth Cordia, 420 S. Walnut, spoke against the Specific Use Permit. She expressed her concerns about traffic and she feels the developer is pushing the limit with the townhomes on this size property.

Mayor Joyce closed the public hearing.

On July 8, 2025 with a 3-1 vote Planning Commission recommended approval of the Specific Use Permit with the condition that a six foot opaque screening is installed on the west side of the site.

Mr. Bibelheimer answered Council's questions.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO APPROVE THE SPECIFIC USE PERMIT FOR THE PROPERTY ADDRESSED AS 320 S. WALNUT WITH TWO CONDITIONS:

- ✓ INSTALL AN EIGHT-FOOT-SOLID FENCE ON THE WEST SIDE
- ✓ MAKE EVERY EFFORT TO NOT HAVE THE LIGHTING GOING INTO THE NEIGHBOR'S BACKYARD ON THE WEST SIDE.

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

7. GENERAL ORDERS

a. Lake McMurry Friends Annual Presentation

Interim Executive Director of Lake McMurry Friends Jermie Fansler presented the annual report for Lake McMurry Friends. He listed the highlights and achievements of the past year and gave an overview of the variety of programs, classes, camps and other services offered by Lake McMurry. He mentioned the Ride to Thrive program and how successful it has been since it started last year. It is a program for 7th grade students that are recommended by teachers and counselors at the middle school. Mr. Fansler answered Council's questions.

No action was taken on this item.

b. Consider approval of a contract with Found Design LLC doing business as MERJE in the amount of \$31,285, for professional design and planning for branding.

Communications Director Dawn Dodson reported Stillwater's branding has shifted several times over the past two decades, resulting in multiple, inconsistent identities across the community. Establishing a cohesive brand will strengthen recognition, unify messaging, and better represent Stillwater to residents, businesses, and visitors. A strong community brand is essential to highlight Stillwater's identity, attract visitors, and support local businesses. Since MERJE is already working with the City, Visit Stillwater, and community stakeholders on wayfinding, expanding the scope to include branding allows the City to leverage their expertise for a cohesive, efficient approach that strengthens both initiatives.

Concerns were expressed by Mayor and Council about not completely implementing the rebranding throughout the City. They do not want to adopt a new brand and then it is only implemented around one-third of the City. Discussion was held regarding the cost for the rebranding and wayfinding.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE A CONTRACT WITH FOUND DESIGN LLC DOING BUSINESS AS MERJE IN THE AMOUNT OF \$31,285, FOR PROFESSIONAL DESIGN AND PLANNING FOR BRANDING.

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

8. RESOLUTIONS

a. Resolution No. CC-2025-23: A resolution adopting the 2025 City of Stillwater Hazard Mitigation Plan

City Attorney Kimberly Carnley reported that State and Federal law requires that the City review and update its Hazard Mitigation Plan no less than every five years. The purpose of a hazard mitigation plan is for a City to identify natural hazards that may impact them, to identify actions and activities, to reduce any losses, and to establish a coordinated process to implement the plan taking advantage of a wide range of resources. City staff worked with its professional consulting team and community partners to review the plan, and opportunities for public comment and community engagement were held. The plan has been submitted to the State Hazard Mitigation Officer and the FEMA Regional

Office for review and approval. Ms. Carnley stated that approval of this resolution adopts the 2025 City of Stillwater Hazard Mitigation Plan, as approved by the State and FEMA, as its local hazard mitigation plan and also provides for the Plan to be posted on the City of Stillwater website and also made available in the office of the city clerk.

Emergency Management Director Rob Hill explained the updates to the 2025 City of Stillwater Hazard Mitigation Plan and answered Council's questions.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2025-23 AS PRESENTED.

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

- b. Resolution No. CC-2025-24: A resolution adopting a revised Rate Schedule for Solid Waste Collection Services; providing for subsequent rate increases; and providing effective dates

City Attorney Kimberly Carnley stated that this resolution will also be on the SUA agenda for approval. These resolutions adopt a revised rate structure for solid waste collection and provides for subsequent rate increases. Ms. Carnley reported that the agenda packet included two rate schedules, one showing the changes via underlining and strikethrough and the other attachment is the clean version for adoption.

Waste Management Director Matt Faulkner presented an overview for the proposed resolution. His presentation included the following:

- ✓ NewGen Strategies and Solutions LLC Final Report
- ✓ Operational Assessment
- ✓ Solid Waste Cost of Service and Rate Design
- ✓ Staff Recommendations for Waste and Recycling Rates

Mr. Faulkner answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2025-24 AS PRESENTED.

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

9. ORDINANCES

- a. First Reading

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

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3576 TO SECOND READ AS PRESENTED.

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

b. Second Reading

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).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3578 AS PRESENTED.

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

Ordinance No. 3579: An ordinance closing a portion of a General Utility Easement located at 707 E. Airport Road.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3579 AS PRESENTED.

ROLL CALL VOTE: JOYCE-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.
NAY-NONE. MOTION CARRIED WITH FOUR 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 gave an update on the Envision 2045 Comprehensive Plan. The City is in the final internal review stage, working with Freese & Nichols, to get the plan to the Comprehensive Plan Advisory Committee this week, before sharing with stakeholders for their feedback within the next couple weeks. After that, Staff will have opportunities to collect community input, with a public meeting, most likely in late October. Then we plan to share with the Planning Commission and City Council for review and adoption in November. The adoption timeline was extended a few months from the original August 2025 goal due to necessary revisions.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin informed residents that the City's Sidewalk Connect program helps address sidewalk concerns throughout our community. As Stillwater continues to embrace walking, running, cycling, and other modes of travel, safe and connected pathways remain a priority. Residents can use Sidewalk Connect to report sidewalk repairs or request new connections. Submissions receive an automated confirmation and are reviewed by the Engineering and Community Development departments. Projects are prioritized based on public impact, budget, and ongoing work.
 - Councilor Clark announced that the deadline for the Utility Box Art Contest has been extended to October 1. This year's theme, Stillwater Strong, celebrates the resilience, creativity, and spirit of our community. Enter online at stillwaterart.org or drop off your artwork at the Stillwater Community Center.
 - Councilor Hawkins stated that Block 34 is quickly becoming Stillwater's go-to spot for community fun. From concerts, yoga in the park, and more, there's always something happening. Don't miss Market 34, your Saturday destination for local vendors, handmade goods, food trucks, and live music all in one vibrant community space.
 - Mayor Joyce reminded OSU fans if they are looking for an easier way to park on Cowboy Football gamedays to check out the free Downtown Park & Ride shuttle service. The City of Stillwater, OSU Athletics, and Visit Stillwater team up each

season to make your experience simple and stress-free with free parking, shuttles, and a complete gameday guide. Shuttles run every 30 minutes, starting three hours before kickoff, pick-up & drop-off is at 7th Ave. and Lewis St. and, a full gameday guide is available at: visitstillwater.org

- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE SEPTEMBER 8, 2025 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The September 8, 2025 regular meeting of the Stillwater City Council adjourned at 6:48 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: 09/12/2025

Department: Finance

Requested by: Jared Thulin

Explanation:

Revenue:
Increase budget to reflect award of Internet Crimes Against Children (ICAC) grant funds for FY26. This grant provides funding for equipment to be utilized by ICAC Task Force.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	FY26 ICAC Grant/Fed Grant	1016025 - 43100	26PD01101	\$ 0	\$ 35,721	\$ 35,721
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 35,721

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 9/15/2025

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: 09/12/2025

Department: Finance

Requested by: Jared Thulin

Explanation:

Expenditure:

Appropriate funds for the Internet Crimes Against Children (ICAC) grant for FY26. This grant provides funding for equipment to be utilized by ICAC Task Force.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	FY26 ICAC Grant	1016025 - 54045	26PD01101	\$ 0	\$ 35,721	\$ 35,721
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 35,721

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: 

Date: 9/15/2025

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: 09/15/2025

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Expenditures:
Appropriate transfer of funds from the 2025 General Obligation Bond Fund to the City Capital Fund in accordance with Resolution No. CC-2024-31 to reimburse Phase I design of the new Stillwater Animal Welfare facility.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out	3310000 - 71000		\$ 0	\$ 93,958	\$ 93,958
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	SAW Construction	3310000 - 54009	25GO01331	\$ 8,054,283	(\$ 93,958)	\$ 7,960,325
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 0

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 9-15-25

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: 09/15/2025

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Revenue:
Increase transfer-in to reflect transfer of funds from the 2025 General Obligation Bond Fund to the City Capital Fund in accordance with Resolution No. CC-2024-31 to reimburse Phase I design of the new Stillwater Animal Welfare facility.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	1050000 - 61000		\$ 150,823	\$ 93,958	\$ 244,781
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 93,958

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 9-15-25

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: 09/12/2025

Department: Transportation

Requested by: Bill Millis

Explanation:

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

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	FY21 PMP Micro-Surfacing	2604035 - 54009	21TR07260	\$ 390.000	(\$ 390.000)	\$ 0
	FY21 PMP Surface Treatment	2604035 - 54009	21TR13260	\$ 83.500	(\$ 83,500)	\$ 0
	FY21 PMP PM Eng/Testing	2604035 - 54020	21TR15260	\$ 106.202	(\$ 106.202)	\$ 0
	FY21 PMP Contigency	2604035 - 53067	21TR16260	\$ 385.674	(\$ 385.674)	\$ 0
		-				\$ 0

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

(\$ 965,376)

Reviewed by Department Manager: *W. Miller*

Date: 2025 sep 15

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 22, 2025



Agenda Item:	4.e. CC-25-134
Previous/Related Action:	• CC-24-34, April 1, 2024: FY25 Pavement Management Program (PMP) • CC-24-129, November 18, 2024: MSA and Task Order 1 (TO1) agreement with Benham Design, LLC • CC-25-118, August 18, 2025: FY26 Pavement Management PMP
Background/Issue:	On April 1, 2024, City Council approved design, bidding and construction work proposed by Staff for the FY25 PMP which includes: • Sidewalks \$200K • Mill & Overlay \$1.4M • Patching \$400K • Various surface treatments \$1.3M • Full Reconstruction \$3.3 M • Engineering-Testing-Utilities \$1.6M • Contingency \$1.8 M • Total \$10M In November 2024, Council authorized staff to execute an Agreement with Benham, LLC. This Agreement included Exhibit L01, defining the scope of TO1 for partial implementation of PMP 2025. This agreement also allowed for further task orders to be added as appropriate to accomplish engineering design of the PMP.
Proposal/Solution:	• Benham Design, LLC was selected through a Statement of Qualifications and Request for Proposals (RFP) process as the top candidate to provide engineering services for implementation of the pavement management plan. • Staff and Benham have successfully negotiated a detailed scope, fee, and schedule for Task Order No. 2 (TO2) for areas of work identified on the attached map, which is the last page of the attached Exhibit L02.

	• The proposed TO2 scope of work also includes on-call services to be further defined by City Staff as needed. • Adding TO2 to the existing contract with Benham, LLC will increase the total fees approved in this contract by \$257,750, resulting in a new total contract price of \$525,400. • Staff also request Council approve additional contingency of \$25,775, 10% of the additional design fee. This would result in a new authorized contingency total of \$52,545. • Additional areas of work will be included in subsequent task orders to be finalized and presented to Council at a later date.
Financial Source/Impact:	• Sufficient funds for this item are available in the Transportation Sales Tax Fund.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	• Authorize the City Manager to execute the Task Order Agreement, TO2, in the amount of \$257,750, and related documents; • Authorize total expenditures of \$283,525, which includes design, bidding, construction administration, on-call services as requested of the consultant by City Engineering, and contingency; and • Approve a Budget Amendment in the amount of \$283,525 from the Transportation Sales Tax Fund.
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. FY25 PMP_TO2 Rev2
2. Transportation BA Benham Design

This is Task Order No. 02, consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services, dated November 19, 2024 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Stillwater FY 25 Pavement Management Program
- B. Description: Engineering design and services during construction for the implementation of the FY 2025 pavement management program.
- C. Project Scope: Roadway Rehabilitation of the following streets as described in the following table and shown in Appendix A Project Map. Anticipated scope will be verified and specific rehabilitation design determined in the course of engineering efforts.

Scope Map Location	Roadway	Begin	End	Anticipated Scope	Approx. Length (feet)
6	12TH AV E	PERKINS RD S	R.R. TRACKS	Surface rehabilitation	152
6	14TH AV E	PERKINS RD S	SC@230E SPRINGFIELD S	Surface rehabilitation	876
6	16TH AV E	PERKINS RD S	HARTFORD ST S	Surface rehabilitation	320
6	SPRINGFIELD ST S	15TH AV E	14TH AV E	Surface rehabilitation	376
7	WASHINGTON ST	HALL OF FAME	BOOMER RD N	Surface rehabilitation	5,720
8	MAIN ST S	6TH AV W	VIRGINA AV W	Surface rehabilitation	2,670
9	PERKINS RD N	RICHMOND RD E	YOST RD E	Surface rehabilitation	10,560

D. Number of Construction Contracts

This Specific Task Order #2 is anticipated to be constructed under one construction contract.

2. Services of Engineer

Provide Basic Services per contract Exhibit A except modified to include only the following services

- Project Management/Administrative Services
- Survey Services and Coordination
- Roadway Design Services including Pavement Rehabilitation and Surfacing.
- Bidding and Construction Administration Services
 - Lead the preconstruction, bidding and contract administration effort.
 - Site visits: Monthly construction observation site visits (6 assumed). Substantial completion, final inspection and warrantee.

- Support city staff in leading construction progress meetings such as creating agendas, take notes and provide minutes. Attend via virtual web conferences.

The following Services are not anticipated and may be added via use of the contingency line item, on-call line item or contract amendment if necessary:

- Geotechnical Services and Coordination
- Subsurface Utility Engineering (S.U.E.) Services and Coordination
- Design of Geometrics, Site Grading, Surface Drainage
- Sidewalks and curb ramps
- Design of public or private utility relocations
- Private Utility relocation Coordination
- Traffic counts or analysis
- Capacity analysis or design of: Storm sewer, sanitary sewer, and water utilities
- Bridge Design and Bridge Hydraulics
- Right-of-Way Services such as: proposed R/W maps, Legal Instruments, Land Acquisition
- Permitting such as 404 Permits, SWPPP or other governmental approvals other than Owner
- Survey of work in construction or post construction As-built conditions surveys

Deliverables shall be as listed within Exhibit A except the following are not anticipated, and may be added via use of the contingency line item or a contract amendment if necessary:

- Reports: Hydraulic, Environmental, Cultural, Threatened and Endangered Species, Wetlands or other Environmental Reports
- Drainage Mapping
- Structural Design
- Bridge Plans and Details
- Private utility relocation plans
- Public water, sewer utilities and Storm Sewer Plans

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

Provide copy of current Pavement Condition Plan, Record drawing and plans (if available), City Atlas maps or GIS data.

4. Times for Rendering Services

Project Schedule for rendering services is included as an Attachment to this Exhibit.

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<u>Task Order 02</u>		<u>\$257,750.00</u>
Phase 1- Conceptual Design		\$54,999 Lump Sum
Design Labor	\$30,174.00	
Direct Expenses	\$ 255.00	
Survey	\$24,570.00	
Phase 2- Preliminary Design		\$ 21,068.00 Lump Sum
Design Labor	\$ 21,005.00	
Direct Expenses	\$ 63.00	
Phase 3- Final Design		\$ 22,097.00 Lump Sum
Design Labor	\$ 21,204.00	
Direct Expenses	\$ 893.00	
Phase 4- Bidding and Negotiation		\$ 16,123.00 Lump Sum
Design Labor	\$ 15,472.00	
Direct Expenses	\$ 651.00	
Phase 5- Construction Administration		\$ 37,320.00 Time and Expenses
Design Labor	\$ 35,850.00	
Direct Expenses	\$ 1,470.00	
Phase 6- Post Construction Services		\$ 6,143.00 Lump Sum
Design Labor	\$ 5,828.00	
Direct Expenses	\$ 315.00	
Phase 7 On-Call Services		\$100,000.00 Time and Expenses

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

6. Consultants:

Land Survey (ParkHill): Scope as specified in Exhibit A Section A1.02 (B) with the following clarifications:

- No survey of Right-of-way or easements.
- S.U.E. Levels "A" and "B" are excluded.
- Detailed scope provided in Attachment C.

7. Other Modifications to Agreement: None

8. Attachments:

- A. Project Fee Schedule
- B. Project Schedule
- C. ParkHill Survey Fee Proposal

9. Documents Incorporated By Reference: None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

OWNER:

ENGINEER:

By: City of Stillwater

By: Benham Design, LLC

By: _____

By: _____

Name: J. Brady Moore

Name: Adam West PE, SE

Title: City Manager

Title: Senior Vice President

Engineer License or Firm's C.A. 7569
Certificate No. _____
State of: Oklahoma

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Bill Millis

Name: Adam West PE, SE

Title: Director

Title: Senior Vice President

PO Box 1449
Address: Stillwater, OK 74076-1449

15 West 6th Street,
Suite 900
Address: Tulsa, OK 74119

E-Mail bill.millis@stillwaterok.gov
Address: _____

E-Mail adam.west@benham.com
Address: _____

Phone: (405) 742-8203

Phone: (918) 599-4227

Fax: _____

Fax: _____

PROJECT FEE SCHEDULE

Project Fee Schedule
FY25 PMP | TASK ORDER 02

September 12, 2025

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$90.47	\$77.63	\$59.66	\$47.98	\$44.55	\$37.03			
CONCEPTUAL DESIGN PHASE							180		\$54,999
LABOR	9	12	34	52	73	0	180	\$9,537	\$30,174
PROJECT SET UP & ADMINISTRATION							29	\$2,057	\$6,508
PROJECT SET UP	1		1	1			3	\$199	
FIELD VERIFY SURVEY			2	2			4	\$216	
FIELD INVESTIGATION		8	8				16	\$1,099	
INVOICE & PROGRESS REPORTS	4						4	\$362	
COORDINATION WITH SUBCONSULTANTS (2)	2						2	\$181	
WORKPLAN & SCHEDULE							0	\$0	
SUBSURFACE UTILITY ENGINEERING							7	\$360	\$1,139
ATLAS INTEGRATION				2			2	\$96	
UTILITY CONFLICT LIST			2	3			5	\$264	
UTILITY COORDINATION							0	\$0	
MISC PLANS							21	\$1,056	\$3,341
TITLE SHEET			1		2		3	\$149	
TYPICAL SECTIONS			2	4	4		10	\$490	
PAVEMENT DESIGN - COORDINATE							0	\$0	
MISCELLANEOUS DETAILS			4		4		8	\$417	
GEOMETRIC & SURVEY DATA							8	\$365	\$1,155
GEOMETRIC DATA SHEETS				1	2		3	\$138	
SURVEY DATA SHEET				1	4		5	\$227	
RIGHT OF WAY - EXISTING							0	\$0	\$0
TITLE REPORTS - ORGANIZE & COORDINATE							0	\$0	
RIGHT OF WAY MAP							0	\$0	
OWNERSHIP LIST							0	\$0	
REHAB / RECONSTRUCTION SCHEDULE & PLANS							83	\$3,861	\$12,216
INCORPORATE SURVEY					8		8	\$357	
ATLAS INTEGRATION			1		4		5	\$238	
REHAB / RECONSTRUCTION SCHEDULE				1	2		3	\$138	
HORIZONTAL ALIGNMENTS			1	3			4	\$204	
PROPOSED PAVEMENT			2	2	8		12	\$572	
SIDEWALKS							0	\$0	
ADA ACCESS & COMPLIANCE							0	\$0	
DRIVEWAYS				4	4		8	\$371	
LIMITS OF CONSTRUCTION			1	2	2		5	\$245	
EXISTING UTILITIES				4			4	\$192	
EXIST RIGHT OF WAY					2		2	\$90	
PROPOSED RIGHT OF WAY							0	\$0	
SHEET PRODUCTION				8	24		32	\$1,454	
REHAB / RECONSTRUCTION PROFILES							0	\$0	\$0
EXISTING SURFACE PROFILE							0	\$0	
PROPOSED PROFILE							0	\$0	
EXISTING UTILITIES							0	\$0	
PROFILE GRID ELEVATIONS							0	\$0	
SHEET PRODUCTION							0	\$0	
SURFACE / CROSS SECTIONS							0	\$0	\$0
EXISTING SURFACE							0	\$0	
EXISTING UTILITIES							0	\$0	
EXISTING RIGHT OF WAY							0	\$0	
TEMPLATES							0	\$0	
PROPOSED SURFACE & SUBGRADE							0	\$0	
GENERATE CROSS SECTIONS							0	\$0	
DRAIN CROSS SECTIONS							0	\$0	
DRIVEWAYS							0	\$0	
PROPOSED RIGHT OF WAY							0	\$0	
SHEET PRODUCTION							0	\$0	
SHEET REFERENCING & PLOT							3	\$135	\$427
SHEET NUMBERS & REFERENCES					1		1	\$45	
PLOT CONCEPTUAL PLAN SUBMITTAL					2		2	\$90	
CONCEPTUAL COST ESTIMATE							19	\$971	\$3,072
QUANTITIES			4	10			14	\$719	
CONCEPTUAL COST ESTIMATE			1	4			5	\$252	
QUALITY CONTROL REVIEW							3	\$246	\$778
QA/QC (1 Review)	1	2					3	\$246	
MEETINGS							7	\$486	\$1,538
ATTEND KICK OFF MEETING (1 Max)	1	1	1				3	\$228	
ATTEND PLAN REVIEW MEETING (2 Max)		1	1				2	\$138	
ATTEND PROGRESS MEETINGS (0)							0	\$0	
AGENDA & MEETING MINUTES (3 Max)			2				2	\$120	
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$255	\$255
MILEAGE								\$196	\$196
2 Trips Tulsa to Stillwater								\$196	\$196
REPRODUCTION								\$59	\$59
Conceptual Plan Submittal								\$59	\$59
Right of Way Submittal								\$0	\$0
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$24,570	\$24,570
SUBCONTRACTOR 5.0%									
SURVEY								\$24,570	\$24,570
Land Survey								\$24,570	\$24,570
RIGHT OF WAY								\$0	\$0
ROW and Easement Instruments (Per Parcel)							0	\$1,000	\$0
ROW Map/Plan Sheets (Per Parcel)							0	\$1,500	\$0
GEOTECHNICAL INVESTIGATIONS								\$0	\$0
Pavement Design								\$0	\$0

PROJECT FEE SCHEDULE

Project Fee Schedule
FY25 PMP | TASK ORDER 02

September 12, 2025

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
	\$90.47	\$77.63	\$59.66	\$47.98	\$44.55	\$37.03			
PRELIMINARY DESIGN PHASE							127		\$21,068
LABOR	11	3	16	37	60	0	127	\$6,639	\$21,005
PROJECT ADMINISTRATION							6	\$543	\$1,718
INVOICE & PROGRESS REPORTS	4						4	\$362	
MISCELLANEOUS CORRESPONDENCE	2						2	\$181	
PRELIMINARY PLAN PRODUCTION							38	\$1,788	\$5,657
CONCEPTUAL REVIEW REVISIONS			4	8	24		36	\$1,692	
CHECKLISTS				2			2	\$96	
RIGHT OF WAY - EXISTING							0	\$0	\$0
TITLE REPORTS - ORGANIZE & COORDINATE							0	\$0	
RIGHT OF WAY MAP							0	\$0	
OWNERSHIP LIST							0	\$0	
RIGHT OF WAY REVISIONS / COORDINATION							0	\$0	\$0
REVISE RIGHT OF WAY							0	\$0	
RIGHT OF WAY COORDINATION							0	\$0	
REHAB / RECONSTRUCTION SCHEDULE & PLANS							51	\$2,368	\$7,492
PROPOSED PAVEMENT			1	2	6		9	\$423	
SIDEWALKS							0	\$0	
ADA ACCESS & COMPLIANCE							0	\$0	
DRIVEWAYS				2	2		4	\$186	
LIMITS OF CONSTRUCTION				2	2		4	\$186	
PROPOSED RIGHT OF WAY							0	\$0	
SHEET PRODUCTION			2	8	24		34	\$1,573	
REHAB / RECONSTRUCTION PROFILES							0	\$0	\$0
PROPOSED PROFILE							0	\$0	
PROFILE GRID ELEVATIONS							0	\$0	
SHEET PRODUCTION							0	\$0	
SURFACE / CROSS SECTIONS							0	\$0	\$0
RETAINING WALLS							0	\$0	
UPDATE SURFACE							0	\$0	
EARTHWORK VOLUMES							0	\$0	
SHEET PRODUCTION							0	\$0	
REMOVAL PLANS							0	\$0	\$0
REMOVAL PLANS							0	\$0	
PRELIMINARY CONSTRUCTION SEQUENCE							0	\$0	\$0
PRELIMINARY CONSTRUCTION SEQUENCE							0	\$0	
SHEET REFERENCING & PLOT							3	\$138	\$437
SHEET NUMBERS & REFERENCES				1	1		2	\$93	
PLOT PRELIMINARY PLAN SUBMITTAL					1		1	\$45	
PRELIMINARY COST ESTIMATE							16	\$816	\$2,582
QUANTITIES			2	8			10	\$504	
PAY ITEMS, NOTES AND COST ESTIMATE			2	4			6	\$312	
SUBSURFACE UTILITY ENGINEERING							0	\$0	\$0
UTILITY COORDINATION							0	\$0	
QUALITY CONTROL REVIEW							4	\$337	\$1,066
QA/QC (1 Review)	2	2					4	\$337	
MEETINGS							9	\$649	\$2,053
ATTEND PLAN REVIEW MEETING (2 Max)	1	1					2	\$169	
ATTEND PROGRESS MEETINGS (2 Max)	2		2				4	\$301	
AGENDA & MEETING MINUTES (3 Max)			3				3	\$179	
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$63	\$63
MILEAGE								\$0	\$0
0 Trip Tulsa to Stillwater								\$0	\$0
REPRODUCTION								\$63	\$63
Preliminary Plan Submittal								\$63	\$63
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0
SUBCONTRACTOR									
RIGHT OF WAY								\$0	\$0
Title Investigation (Per Parcel)		\$850	\$0	\$0				\$0	\$0
Appraisal (Per Parcel)		\$3,750	\$0	\$0				\$0	\$0
Prepare Easement Instruments (Per Parcel)		\$1,000	\$0	\$0				\$0	\$0
Appraisal Review (Per Parcel)		\$1,200	\$0	\$0				\$0	\$0
ROW Acquisition (Per Parcel)		\$5,500	\$0	\$0				\$0	\$0
FINAL DESIGN PHASE							125		\$22,097
LABOR	11	7	17	38	52	0	125	\$6,702	\$21,204
PROJECT ADMINISTRATION							6	\$543	\$1,718.0
INVOICE & PROGRESS REPORTS	4						4	\$362	
MISCELLANEOUS CORRESPONDENCE	2						2	\$181	
FINAL PLAN PRODUCTION							30	\$1,432	\$4,531.0
PRELIMINARY REVIEW REVISIONS			4	8	16		28	\$1,336	
CHECKLISTS				2			2	\$96	
REHAB / RECONSTRUCTION SCHEDULE & PLANS							22	\$1,001	\$3,167.0
PROPOSED PAVEMENT							0	\$0	
SIDEWALKS							0	\$0	
ADA ACCESS & COMPLIANCE							0	\$0	
DRIVEWAYS							0	\$0	
LIMITS OF CONSTRUCTION							0	\$0	
PROPOSED RIGHT OF WAY							0	\$0	
SHEET PRODUCTION				6	16		22	\$1,001	
REHAB / RECONSTRUCTION PROFILES							0	\$0	\$0.0
PROPOSED PROFILE							0	\$0	
PROFILE GRID ELEVATIONS							0	\$0	
SHEET PRODUCTION							0	\$0	
REMOVAL PLANS							0	\$0	\$0.0
REMOVAL PLANS							0	\$0	
PAVEMENT MARKING & SIGNING							12	\$563	\$1,781.0
PAVEMENT MARKING				4	4		8	\$371	
PERMANENT SIGNING							0	\$0	
SUMMARIES				4			4	\$192	
INTERSECTION & DRIVEWAY DETAILS							0	\$0	\$0.0
INTERSECTION & DRIVEWAY DETAIL SHEETS							0	\$0	
JOINT LAYOUT PLANS							0	\$0	\$0.0
JOINT LAYOUT PLANS							0	\$0	

PROJECT FEE SCHEDULE

Project Fee Schedule
FY25 PMP | TASK ORDER 02

September 12, 2025

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total
EROSION CONTROL PLANS & STORMWATER POLLUTION PREVENTION PLAN	\$90.47	\$77.63	\$59.66	\$47.98	\$44.55	\$37.03	2	\$93	\$294.0
EROSION CONTROL PLANS				1	1		0	\$0	
SWPPP PLAN SHEET							2	\$93	
REPORT							0	\$0	
SURFACE / CROSS SECTIONS							0	\$0	\$0.0
RETAINING WALLS							0	\$0	
UPDATE SURFACE							0	\$0	
EARTHWORK VOLUMES							0	\$0	
SHEET PRODUCTION							0	\$0	
CONSTRUCTION SEQUENCE & TRAFFIC CONTROL							16	\$774	\$2,449.0
CONSTRUCTION SEQUENCE & TRAFFIC CONTROL			4		12		16	\$774	
PAY ITEMS, NOTES, COST ESTIMATE							16	\$816	\$2,582.0
QUANTITIES			2	8			10	\$504	
PAY ITEMS, NOTES AND COST ESTIMATE			2	4			6	\$312	
SHEET REFERENCING & PLOT							4	\$183	\$579.0
SHEET NUMBERS & REFERENCES				1	1		2	\$93	
PLOT FINAL PLAN SUBMITTAL					1		1	\$45	
PLOT BID SUBMITTAL					1		1	\$45	
QUALITY CONTROL REVIEW							4	\$337	\$1,066.0
QA/QC	2	2					4	\$337	
RIGHT OF WAY REVISIONS / COORDINATION							0	\$0	\$0.0
							0	\$0	
							0	\$0	
MEETINGS							13	\$960	\$3,037.0
ATTEND PLAN REVIEW MEETING (1 Max)	1	1					2	\$169	
ATTEND PROGRESS MEETINGS (2 Max)		2	2				4	\$275	
AGENDA & MEETING MINUTES (3 Max)			3				3	\$179	
CITY COUNCIL MEETING & PRESENTATION	2	2					4	\$337	
SUBSURFACE UTILITY ENGINEERING							0	\$0	\$0.0
UTILITY CONFLICT LIST							0	\$0	
UTILITY COORDINATION							0	\$0	
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$893	\$893.00
MILEAGE								\$98	\$98
1 Trip Tulsa to Stillwater								\$98	\$98
REPRODUCTION								\$795	\$795
Final Plan Submittal								\$424	\$424
Bid Submittal								\$371	\$371
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0
SUBCONTRACTOR									
Right of Way								\$0	\$0
Right of Way Staking (Per Parcel)	0	\$1,500	\$0	\$0				\$0	\$0
BIDDING & NEGOTIATING PHASE							96		\$16,123
LABOR	7	7	23	11	4	44	96	\$4,890	\$15,472
CONTRACT DOCUMENTS, ADVERTISING, EXECUTION OF CONTRACTS							96	\$4,890	\$15,472
FRONT END DOCS, CONTRACT, BOND REQS, BID LETTER		2	4			16	22	\$987	
REVIEW CONSTRUCTION FORMS (RFIs, Pay apps)							0	\$0	
CREATE TRACKING LOGS(RFI log, Submittal log, change order log)							0	\$0	
PUBLIC ADVERTISEMENTS	1				4		5	\$226	
UPLOAD DOCS TO IONWAVE			2		2		4	\$194	
ENGINEER'S ESTIMATE							0	\$0	
CREATE BID TAB			1	2			3	\$156	
PREPAIR FOR PRE-BID MEETING (agenda, etc)	2				1		4	\$252	
CONDUCT PRE-BID MEETING AND MINUTES (at City Hall)			2			4	8	\$449	
BIDDER QUESTIONS, ADDENDA, APPROVALS		2	2	8			16	\$807	
REVIEW BID TABS, REVISE FOR ALTERNATES	1		3	1			5	\$318	
PRESENTATION/CITY COUNCIL MEETING - FOR AWARD	2		4				6	\$420	
GATHER CONTRACTS, REVIEW BONDS, FACILITATE EXECUTION OF CONTRACTS	1		2			12	15	\$655	
CONFORMED DRAWINGS			2		4		6	\$298	
NOTICE TO PROCEED	1					1	2	\$128	
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$651	\$651
MILEAGE								\$196	\$196
2 Trips -Tulsa to Stillwater								\$196	\$196
REPRODUCTION								\$455	\$455
Conformed Drawings								\$455	\$455
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0
								\$0	\$0
CONSTRUCTION ADMINISTRATION PHASE							179		\$37,320
LABOR	11	37	106	16	4	5	179	\$11,331	\$35,850
PRE-CONSTRUCTION							36	\$2,202	\$6,967
PREP-ATTEND PRE CONSTRUCTION MEETING	3		3			1	7	\$488	
PUBLIC CONSTRUCTION MEETING							0	\$0	
SHOP DRAWING, SCHEDULE AND SUBMITTAL REVIEW		2	8			2	12	\$707	
COLLECT AND VERIFY CONTRACTOR PERMITS			1			2	3	\$134	
COORDINATE WITH CITY ENG, UTIL, PUBLIC WORKS, TRANSIT		1	6				7	\$436	
COORDINATE FIELD ISSUES WITH PRIVATE AND FRANCHISE UTILITIES			2				2	\$120	
BUSINESS AND RESIDENCE "CITY NOTIFICATIONS"		1	4				5	\$317	
CONSTRUCTION							143	\$9,129	\$28,884
PROGRESS MEETINGS, MINUTES (monthly PM virtual PE on-site - 6 max)	4	4	18				26	\$1,747	
SITE VISITS, FIELD OBSERVATIONS/REPORTS (6 visits)		6	36				42	\$2,614	
PAY APPLICATIONS (monthly)		3	6				9	\$591	
PROGRESS SCHEDULE REVIEW (Initial)		2					2	\$156	
REVIEW CITY'S TEST RESULTS (monthly)		1	4				5	\$317	
COORDINATION - RFIs, ISSUES, INFORMAL CLARIFICATIONS		1	10		4		15	\$853	
CHANGE ORDER REVIEW		1	8				9	\$555	
CITY COUNCIL MEETINGS (DRAFT AGENDA, FINAL AGENDA, POWERPOINT) (4 times)	4	6					10	\$828	
COLLECT / VERIFY CONTRACTOR COMPLETION DOCUMENTS		3		4			7	\$425	
SUBSTANTIAL COMPLETION SITE VISIT AND CERTIFICATE		4		6			10	\$599	
FINAL ACCEPTANCE SITE VISIT		2		4			6	\$348	
FINAL PUNCH LIST				2			2	\$96	

PROJECT FEE SCHEDULE

Project Fee Schedule
FY25 PMP | TASK ORDER 02

September 12, 2025

Classification of Employee / Estimated Hours	Project Manager	Sr. Civil Engineer	Civil Engineer	Jr. Engineer / Senior Technician	CADD Technician	Admin Assist	HOURS	Total Direct Labor (Raw)	Total	
	\$90.47	\$77.63	\$59.66	\$47.98	\$44.55	\$37.03				
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$1,470	\$1,470	
MILEAGE								\$1,470	\$1,470	
15 trips Tulsa to Stillwater								\$1,470	\$1,470	
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0	
SUBCONTRACTOR										
SURVEY								\$0	\$0	
								\$0	\$0	
POST CONSTRUCTION PHASE								35	\$6,143	
LABOR	2	0	11	0	20	3	35	\$1,842	\$5,828	
GENERAL SERVICES								35	\$1,842	\$5,828
RECORD DRAWINGS REDLINE CLOUD FOR REVIEW	1		2		14		17	\$834		
RECORD DRAWINGS FINAL BLACK LINE			2		6		7	\$387		
COMPILE AND TRANSMIT PROJECT DOCUMENTS TO OWNER						2	2	\$75		
CONTRACTOR EVALUATION REPORT	1		1			1	3	\$188		
WARRANTY INSPECTION (60 days prior to expiry)			6				6	\$358		
DIRECT PROJECT EXPENSES (NON-PAYROLL COSTS)								\$315	\$315	
MILEAGE								\$196	\$196	
1 trip Tulsa to Stillwater								\$196	\$196	
REPRODUCTION								\$119	\$119	
Record Drawings								\$119	\$119	
DIRECT PROJECT EXPENSES - SUBCONTRACTS (NON-PAYROLL COSTS)								\$0	\$0	
								\$0	\$0	
ON CALL PHASE								0	\$100,000	
LABOR AND DIRECT PROJECT EXPENSES								0	\$0	\$100,000
GENERAL SERVICES										\$100,000
								\$0	\$0	

Summary of Contract Values

Phase	Total	Hours	Raw Labor	Labor	Expenses	Subcontract	
Contract Values	\$257,750	742	\$40,941	\$129,533	\$3,647	\$24,570	
CONCEPTUAL DESIGN PHASE	\$54,999	180	\$9,537	\$30,174	\$255	\$24,570	LUMP SUM
PRELIMINARY DESIGN PHASE	\$21,068	127	\$6,639	\$21,005	\$63	\$0	LUMP SUM
FINAL DESIGN PHASE	\$22,097	125	\$6,702	\$21,204	\$893	\$0	LUMP SUM
BIDDING & NEGOTIATING PHASE	\$16,123	96	\$4,890	\$15,472	\$651	\$0	LUMP SUM
CONSTRUCTION ADMINISTRATION PHASE	\$37,320	179	\$11,331	\$35,850	\$1,470	\$0	HOURLY + EXPENSES
POST CONSTRUCTION PHASE	\$6,143	35	\$1,842	\$5,828	\$315	\$0	LUMP SUM
ON CALL PHASE	\$100,000					\$0	HOURLY + EXPENSES

AGREEMENT FOR

Engineering Services with

Project

Benham Design, LLC

FY25 PMP | TASK ORDER 02

DESCRIPTION OF WORK AND LOCATION:

Location 6 (see TO#2 map):

12th Ave E from Perkins Rd S to Railroad Tracks | Surface Rehabilitation

14th Ave E from Perkins Rd S to SC at 230E Springfield S | Surface Rehabilitation

16th Ave E from Perkins Rd S to Hartford St S | Surface Rehabilitation

Springfield St S from 15th Ave E to 14th Ave E | Surface Rehabilitation

Location 7 (see TO#2 map):

Washington St from Hall of Fame to Boomer Rd N | Surface Rehabilitation

Location 8 (see TO#2 map):

Main St S from 6th Ave W to Virginia Ave W | Surface Rehabilitation

Location 9 (see TO#2 map):

Perkins Rd N from Richmond Rd E to Yost Rd E | Surface Rehabilitation

Location 6 (see TO#2 map)	\$101,000
Location 7 (see TO#2 map)	\$428,000
Location 8 (see TO#2 map)	\$220,000
Location 9 (see TO#2 map)	\$379,000
Total Budget	\$1,128,000

Construction Budget	\$970,250
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Total Design Cost	\$157,750
Raw Labor Cost	\$40,941
Overhead	187.63%
Profit	10.00%
Multiplier	3.1639
Labor Cost	\$129,533
Expenses	\$3,647
Subconsultant Fees	\$24,570
Total Design Cost / Total Budget	13.98%

On-Call Services	\$100,000
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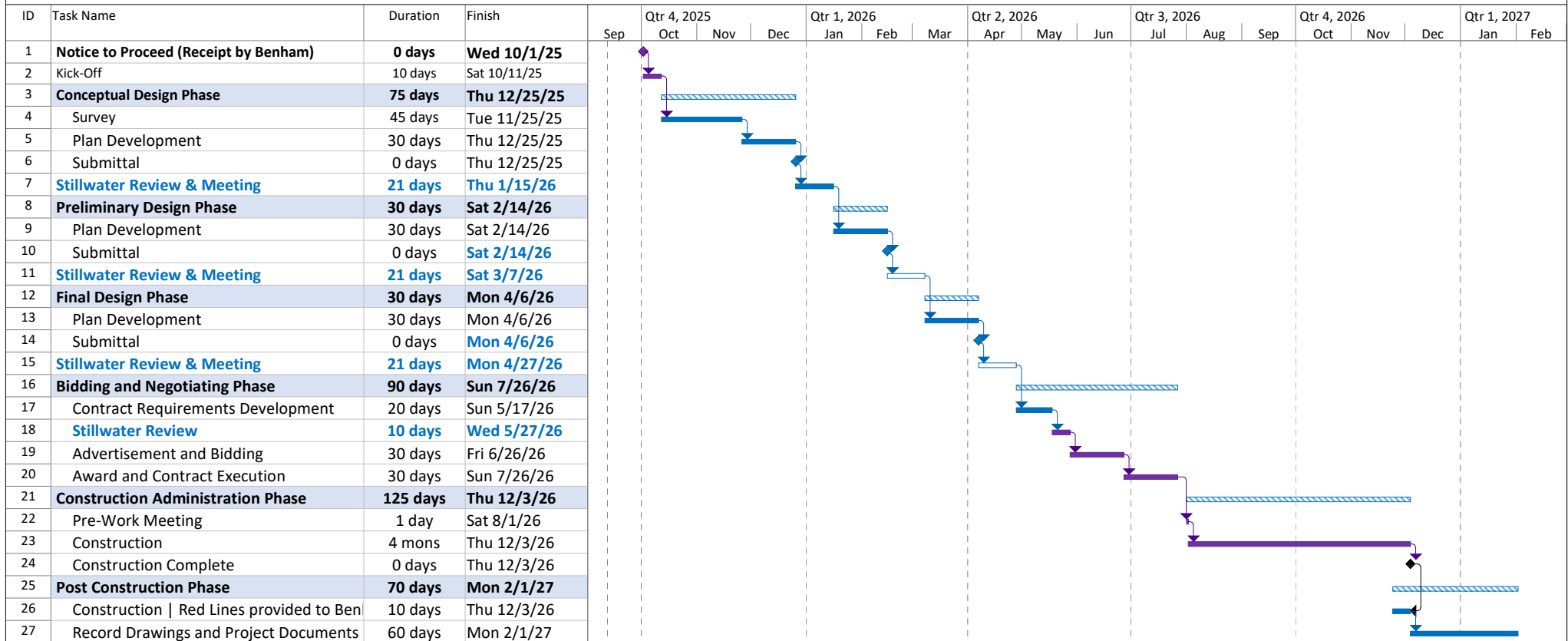
Total Contract Cost	\$257,750
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Advertising Date	2025
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Project Schedule

FY25 Pavement Management Program | Task Order 2

EXHIBIT L02 - ATTACHMENT B - PG. 1 OF 1



June 17, 2025

Mr. Jared Podolny, PE
Lead Engineer - Civil
Benham
15 West 6th Street, Suite 900
Tulsa, OK 74119

RE: Proposal for Professional Services
Stillwater FY25 Pavement Management Program Task Order 2
Stillwater, OK

Dear Mr. Podolny:

Parkhill is pleased to have the opportunity to provide this Proposal for Surveying Services for the referenced Project.

SCOPE OF SERVICES

Task Order 2

- Setting control as required by City of Stillwater.
- Ortho corrected aerial imagery by UAV.
- Ground survey of edge of asphalt only.

Services specifically excluded from our Scope of Services include, but are not limited to, the following:

- Utility evidence
- Grade breaks (profile and cross section breaks)
- Curbs and gutters

DELIVERABLES

Deliverables to include a digital CAD file containing the Survey information.

SCHEDULE

The Survey timeline will be coordinated with the appropriate Project Manager upon receipt of Notice to Proceed.

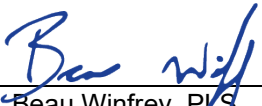
COMPENSATION

Our fee for the Scope of Services described above will be based on a lump sum amount of \$23,400.00 and will be billed on a percentage complete method.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL

By _____
Beau Winfrey, PLS
Surveyor | Associate

By _____
Kelly J. Henderson, PLS
Director of Surveying | Principal

BBW/mcj

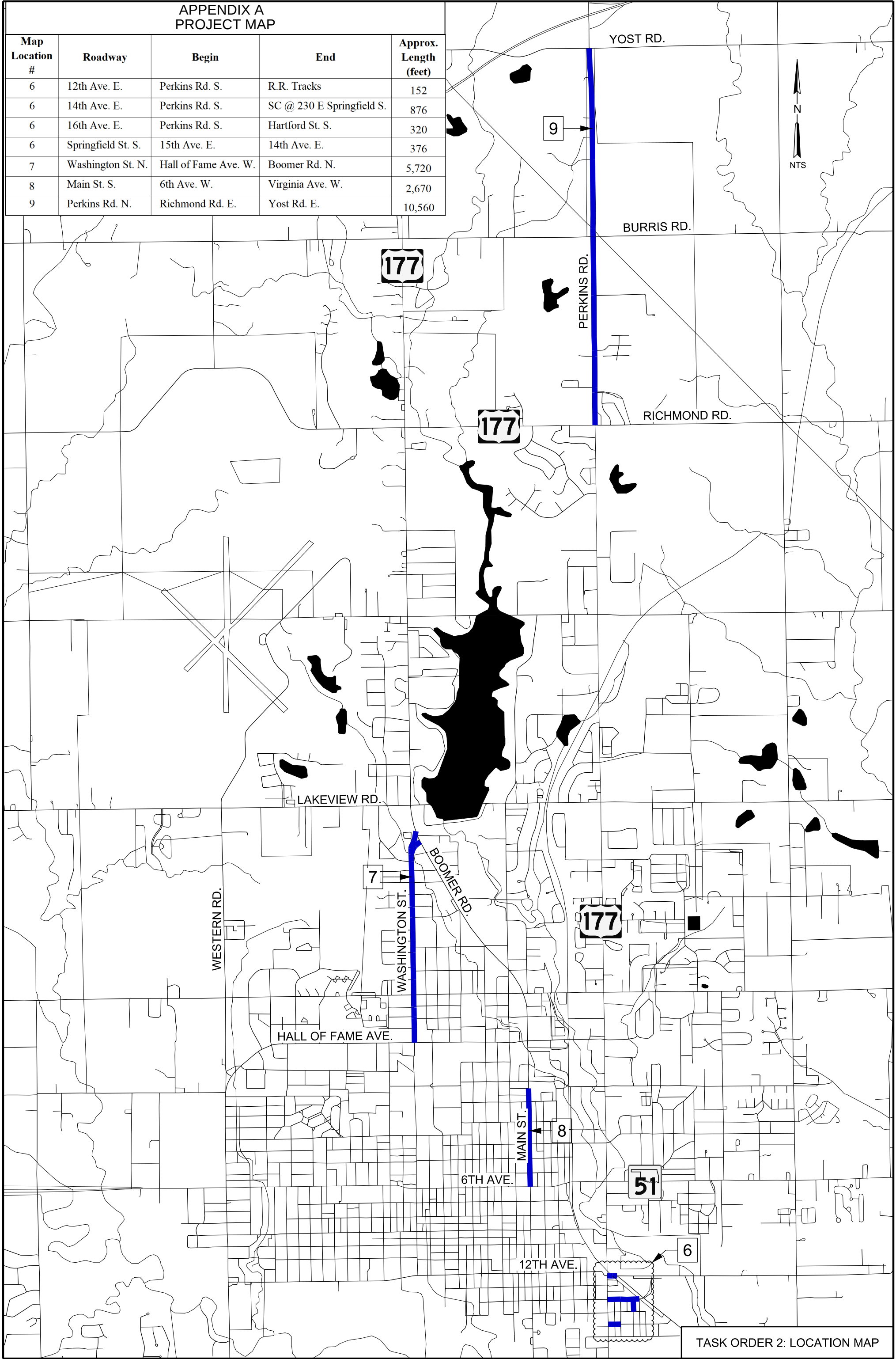
BENHAM

Signature: _____

Name: _____

Title: _____

Date: _____



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: 09/12/2025

Department: Transportation

Requested by: Bill Millis

Explanation:

Expenditures:

Increase budget appropriations for the Professional Services Agreement (for Task Order #2 with Benham Design, LLC) on the FY25 PMP. Funding is from the Transportation Sales Tax Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
FY25 PMP/Const Prof Serv	2604035 - 54020	25TR09260	\$ 96,274	\$ 283,525	\$ 379,799
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 283,525

Reviewed by Department Manager: [Signature]

Date: 2025 sep 15

Reviewed by Finance: [Signature]

Date: 9-15-25

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 22, 2025



Agenda Item:	4.f. CC-25-135
Previous/Related Action:	
Background/Issue:	An updated Memorandum of Understanding (MOU) was recently created, with input from the Stillwater Police Department and Oklahoma State University Police Department, to replace existing agreements. The previous agreement was created in 2011. This current agreement was reviewed by the new chiefs of each agency and updated language to reflect jurisdiction and responsibility of property owned by OSU, the Board of Regents, or Cowboy Athletic Facilities, LLC. The new agreement also lays out jurisdiction and responsibilities for certain events. Through this process, the Stillwater Police Department Computer-Aided Dispatch (CAD) was updated to accurately reflect the appropriately responding agency with recent real estate transactions.
Proposal/Solution:	The proposed solution is approval of this Memorandum of Understanding between the Stillwater Police Department and OSU Police Department to outline communication and coordination of efforts between the two law enforcement agencies.
Financial Source/Impact:	N/A
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Staff recommends approval of Memorandum of Understanding between Stillwater Police Department and OSU Police Department to outline communication and coordination of efforts between the two law enforcement agencies.
Prepared By:	Christopher Hassig, Chief of Police
Reviewed By:	Shannon Jordan Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. OSUPD-SPD MOU

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between The Oklahoma State University Police Department (OSUPD) and the City of Stillwater Police Department (SPD), located in Payne County in the State of Oklahoma.

WHEREAS: Oklahoma Statute 74 O.S. § 360.15 et. seq. Provides authority to university or college police officers as follows:

- (a) Each such person named as a police officer by the Oklahoma State University Police Department shall be commissioned as a certified police officer by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges. Such commission shall remain in force and in effect at the pleasure of the employing college or university.
- (b) To the extent permissible by all applicable law, while in or out of uniform, these police officers shall have the right to carry concealed weapons and to exercise the power of arrest when discharging their duties on their respective campuses and on all streets, roads, and rights-of-way to the extent they are within or contiguous to the perimeter of such campuses. In discharge of their duties on campus and while in fresh pursuit on or off the campus, each university or college police officer may exercise the power of arrest.
- (c) Upon authorization by the chief administrative officer of the educational institution, a university police officer shall have the authority to discharge his duties off campus as follows:
 - (1) If engaging in intelligence gathering activity.
 - (2) When investigating a crime committed on campus.
 - (3) When transporting prisoners in furtherance of duties as set out in this section.
 - (4) When transporting money, securities, or other valuables on behalf of the college or university.
 - (5) While providing security or protective services for visiting dignitaries to the college or university both on and off campus.
 - (6) If specifically requested by the chief law enforcement officer of the city.

WHEREAS: The aforementioned state institution of higher education has employed state certified police officer's commissioned under the requirements of the Oklahoma Council on Law Enforcement Education and Training; and

WHEREAS: OSUPD and SPD now wish to enter into a Memorandum of Understanding outlining communication and coordination of efforts between the two law enforcement entities.

NOW THEREFORE: Oklahoma State University Police Department (OSUPD) and the Stillwater Police Department (SPD) mutually agree to the following:

1. OSUPD shall have primary jurisdiction/ responsibility for all police services on property owned or under the control of Oklahoma State University, the Board of Regents, or Cowboy Athletic Facilities LLC, except as otherwise expressed in this Memorandum of Understanding.
2. OSUPD shall be responsible for responding to all request for police services, which come to their attention on property owned or controlled by Oklahoma State University.
3. OSUPD shall provide SPD with a current list of all properties owned or under the control of Oklahoma State University within the City of Stillwater and provide address at which said property is located. This list will be updated as needed and reviewed once a year.
4. OSUPD shall reasonably notify SPD of any incident or situation on property owned or controlled by Oklahoma State University within the city limits of the City of Stillwater that may affect the health, safety, or welfare of its citizens.
5. SPD shall reasonably notify OSUPD of any incident or situation that may affect the safety or welfare of any property owned or controlled by Oklahoma State University or that may affect the health, safety, or welfare of any student, staff, faculty, or visitor of Oklahoma State University.
6. When OSUPD or SPD must conduct police services in the other jurisdictions: warrants, interviews, etc. If possible, the agency shall notify the agency of jurisdiction as a courtesy. SPD officers serving warrants and conducting interviews at Oklahoma State University will attempt to not disrupt the learning environment. If contact must be made during a class the SPD officer will have permission from the SPD Chief of Police (designee) and be accompanied by an OSUPD officer. This with the understanding that certain investigations, covert, and undercover operations may be exempt due to case sensitive law enforcement needs.
7. **Procedures to request aid:**
 - a. In accordance with Title 21 § 99A of the Oklahoma State Statutes.
 - b. During a preplanned request (special events, parades, and sporting events) for aid between agencies within this agreement a statement of needs for personnel and/or equipment being requested along with the duration, location, and description of the event will be forwarded by the requesting agency to the responding department. All attempts will be made to honor the request of the other agency but both OSUPD and SPD must be able to maintain adequate resources to fulfill their respective daily operational missions.
8. Should OSUPD request the assistance of the SPD Criminal Investigations Division for the purpose of processing, collecting, and preserving evidence of a major crime scene. OSUPD will retain primary jurisdiction and authority until the incident has been terminated.
9. Should OSUPD request the assistance of the Multi-Jurisdictional Special Operations Team (SOT) for specialized police actions. SOT will support and assist OSUPD as directed by the Multi-Jurisdictional SOT on scene commander. The SOT will operate by SPD standard operating procedures at all times.
10. Should OSUPD have an active assailant event on the main campus or on any property under the control of Oklahoma State University. OSUPD will retain primary jurisdiction, OSUPD shall be responsible for the investigation and case management of the incident but will involve and coordinate the investigation with SPD during and after the event.

11. SPD will notify OSUPD of any criminal event occurring or that has occurred within the geographical patrol boundaries for reporting purposes and timely or emergency notifications as required by the Clery Act. OSUPD will provide a Clery geographical map to SPD once yearly or as needed updates occur.
12. The OSUPD and SPD Police Chiefs give authority for both agencies to monitor and use the police communications channel assigned to said agencies.
13. Compensation: Any law enforcement officer who provides services pursuant to this agreement shall be paid by the agency regularly employing the officer and be entitled to all normal benefits (wage, salary, pension, etc.) regularly afforded to the officer by the employing agency.
14. Other Cost: All cost associated with the use of any equipment; damage to equipment: whether lost or damaged while providing aid in accordance with this agreement shall be the responsibility of the agency owning the property. The exception will be during an evidence collection process. Supplies used (evidence bags, SD cards, etc.) will be replaced with exact product or compensated at cost.
15. Status of Officer: While any law enforcement officer regularly employed as such by either agency is in service of the other agency, that officer shall be acting as a peace officer with all the powers of a regular police officer for that agency as though that officer was within his own jurisdiction where regularly employed.
16. Records: During incidents of mutual aid each agency will maintain all records in accordance with the individual agency's policy. OSUPD must maintain certain records based on the Clery Act and provide emergency notifications or timely warnings to the Oklahoma State University Community.
17. The Chief of SPD (designee) and the Chief of OSUPD (designee) may enter into mutually agreed upon inter-agency training opportunities on the main campus of Oklahoma State University or at SPD training facility, as needed or requested.
18. The Chief of SPD (designee) and the Chief of OSUPD (designee) may enter into a more specific and detailed agreement on specific detailed operational procedures and guidelines as necessary. All such agreements shall be in writing and specifically incorporated herein.
19. To be effective, any revisions or additions to this Memorandum of Understanding must be in writing and signed by all parties.
20. Either party may terminate this agreement by writing to the other party at a time deemed necessary by that agency. Written notice is deemed effective if delivered via hand delivery with signed receipt, certified mail, or other US mail delivery system that provides proof of delivery.
21. Unless terminated pursuant paragraph 21 this Memorandum of Understanding shall automatically renew annually on the anniversary of its execution, but may not extend past (5) years past original effective date.

IN WITNESS OF WHICH THIS MEMORANDUM OF UNDERSTANDING has been executed on this day the

_____ day of _____, 2025

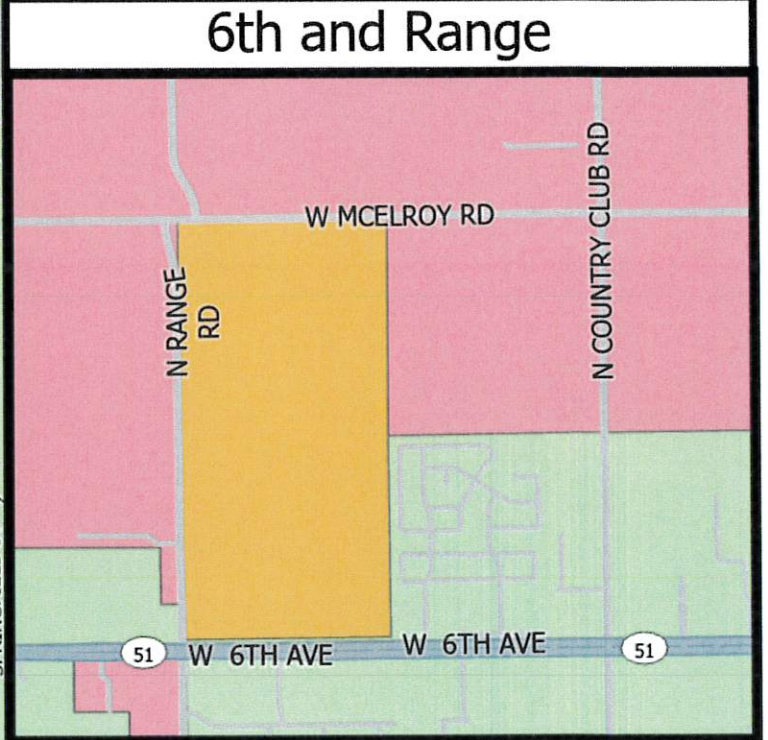
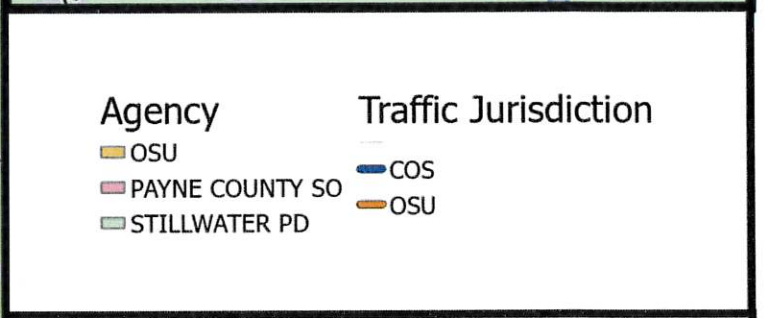
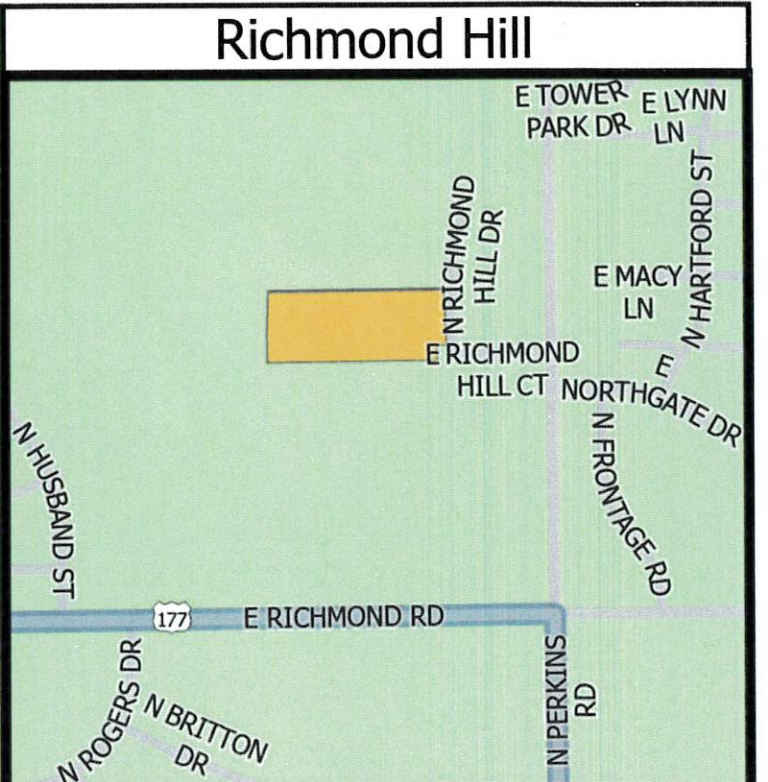
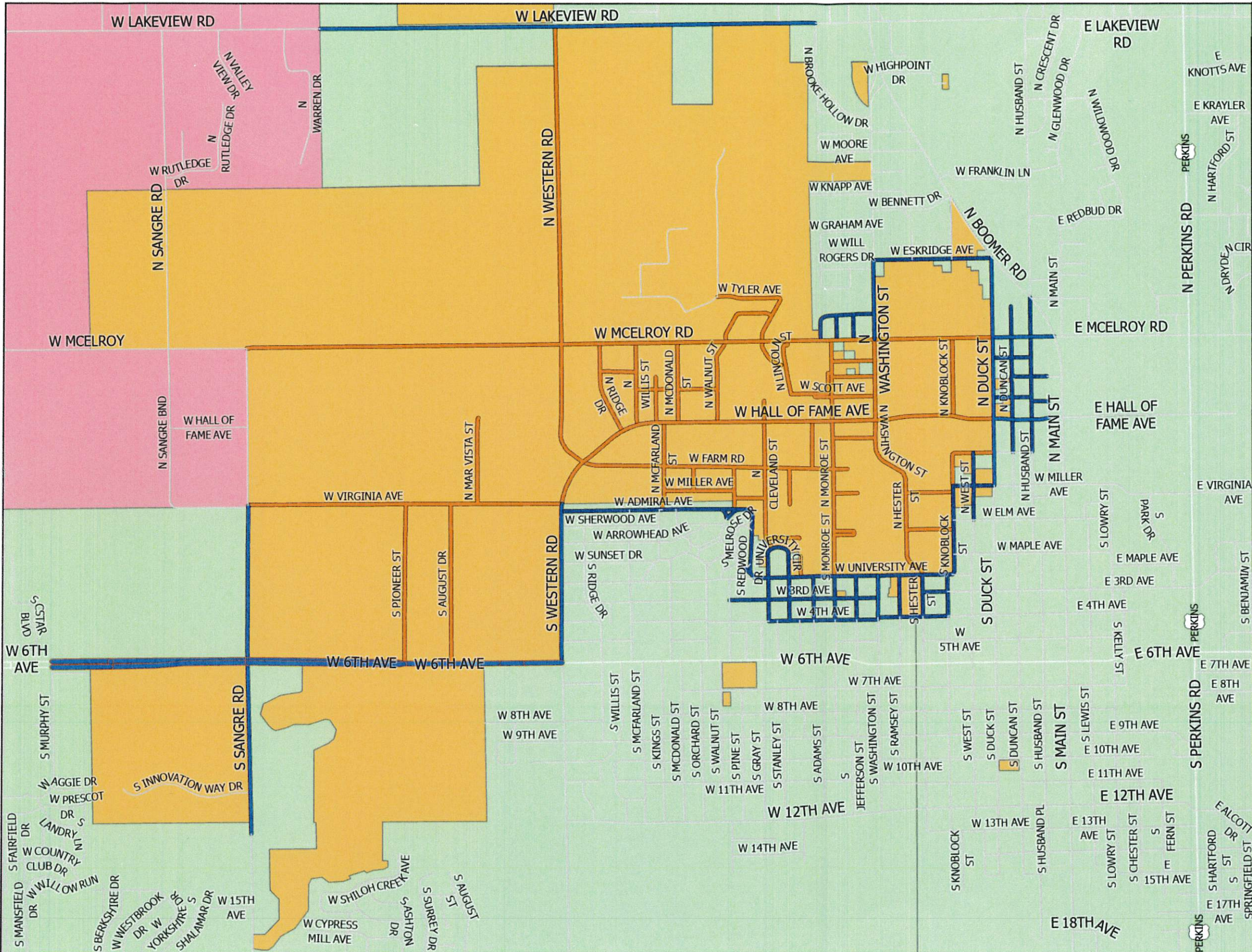
Michael T Beckner, Chief
Oklahoma State University
Police Department



Christopher Hassig, Chief
Stillwater Police Department
Stillwater, Oklahoma

Rick Walker, Board Chair Oklahoma
A&M Board of Regents

Will Joyce, Mayor
City of Stillwater



Stillwater Police Department / Oklahoma State University Police Department
Boundary Map

Last Updated: 7/29/2025

REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 22, 2025

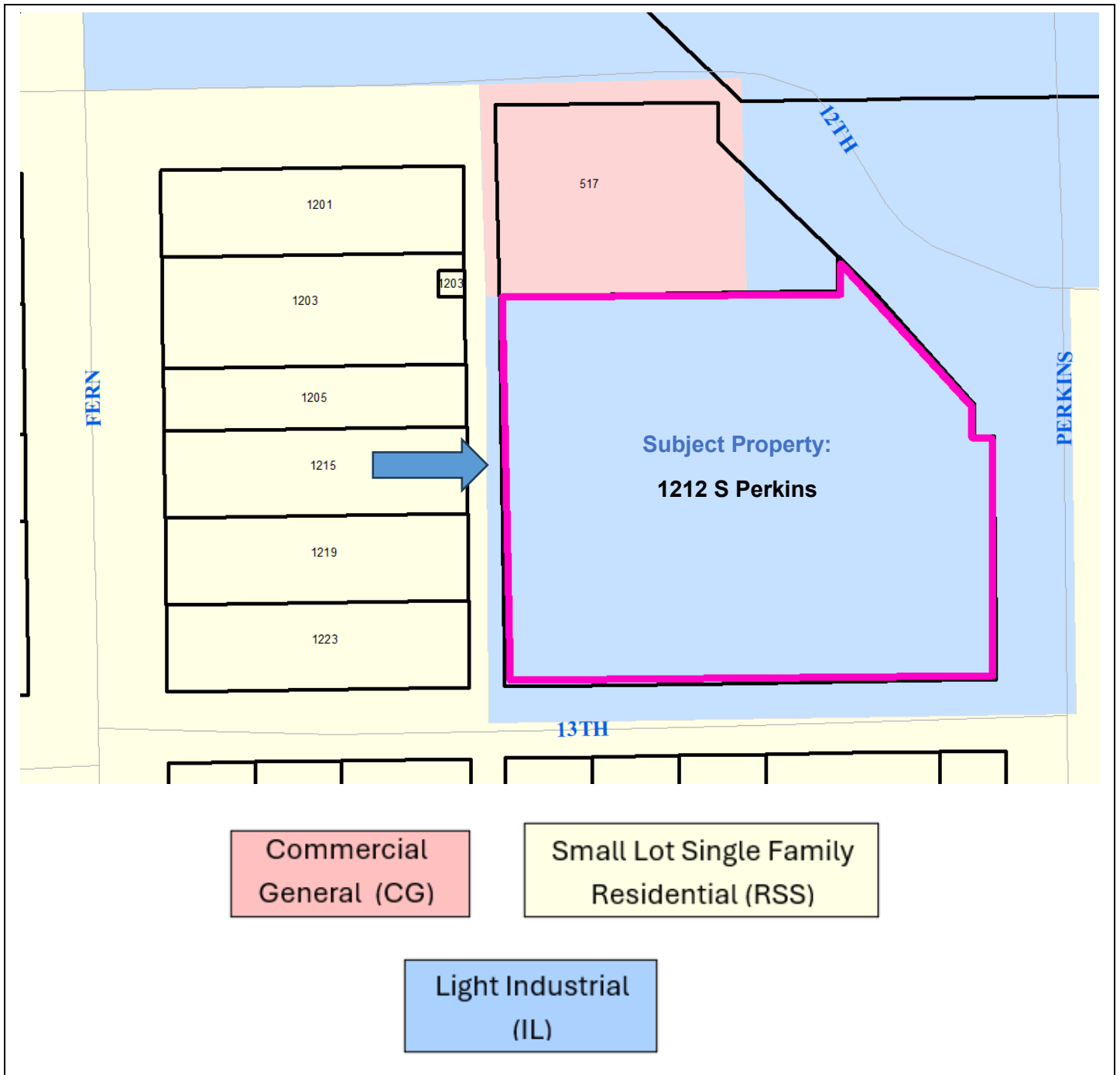


Agenda Item:	7.a. CC-25-136
Previous/Related Action:	August 19th, 2025 Planning Commission Report
Background/Issue:	The subject property is located on the south side of town on the west side of Perkins, between East 12th Avenue and East 13th Avenue. The tract is currently being used for a vehicle detail shop, and a Church/Religious Institution. Churches and Religious Institutions are not permitted in Light Industrial (IL) but are allowed by right in the Commercial General (CG) zoning district. Vehicle/Equipment Sales, Rental, and Service is allowed in both Light Industrial and Commercial General. The applicant is requesting to rezone the property to CG to bring the parcel into compliance with plans to continue the existing uses and potentially explore other commercial uses on the property in the future. If approved, any future development will align with the uses and design standards of the Commercial General zoning district. The Comprehensive Plan designates the future land use of this property as Commercial. If the proposed Map Amendment were to be approved, it would bring the property into compliance with the Future Land Use Plan.
Proposal/Solution:	Planning Commission recommended approval of the Map Amendment with a 4-0 vote.
Financial Source/Impact:	None.
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Map Amendment for the property addressed as 1212 S. Perkins Road.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map

2. Zoning Comparison Chart, IL to CG
3. Planning Commission Minutes 08.19.2025



Stillwater. OKLAHOMA
stillwaterok.gov

Project Type: MAP AMENDMENT (MA25-07)
Request: Rezone from Light Industrial (IL) to Commercial General (CG)
Address: 1212 S Perkins

ZONING COMPARISON CHART		
	IL (Industrial Light)	CG (Commercial General)
Lot Size	No min requirements	No min requirements
Max Structure Height	No max height	No max height
Min Front Yard	25 feet	25 feet/10 feet from alley
Min Side Yard - boundary with:		
Residential district	30 feet	20 feet
Commercial district	15 feet	No min requirements
Industrial district	5 feet	No min requirements
Min Rear Yard - boundary with:		
Residential district	50 feet	20 feet
Any other district	25 feet	No min requirements
Lot Coverage	No max limit	50 percent
Landscaping/Screening (earth berms, shrubs, fences, man-made materials, trees)	No requirements	No requirements
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	• Accommodation • Animal & Pet Keeping Facility • <i>Beverage Services</i> • Computer & Electronic Products • Construction • Food, Beverage & Tobacco Product Manufacturing • <i>Food Services</i> • <i>Free-standing Self-Service</i> • <i>Information</i> • Miscellaneous Manufacturing • Oil & Gas Industry Services • <i>Parking Lots/Garages</i> • <i>Personal & Laundry Services</i> • <i>Personal Storage & Warehousing</i> • <i>Professional & Administrative Offices</i> • Public Administration & Service • <i>Research & Development</i> • Telecommunications Tower • <i>Transportation Activities</i> • <i>Utilities</i> • <i>Vehicle & Equipment Sales/Service</i> • Warehousing & Storage • <i>Wholesale & Retail Trade</i>	• Arts & Entertainment • Bed & Breakfast, Hotel, Motel • <i>Beverage Services</i> • Churches & Religious Institutions • Financial Institutions & Services • <i>Food Services</i> • <i>Free-Standing Self-Service</i> • Health Care & Social Assistance • <i>Information</i> • <i>Parking Lots/Garages</i> • <i>Personal & Laundry Services</i> • <i>Personal Storage & Warehousing</i> • <i>Professional & Administrative Offices</i> • Recreation • <i>Research & Development</i> • Retail Trade • <i>Transportation Activities</i> • <i>Utilities</i> • <i>Vehicle & Equipment Sales/Service</i> • <i>Wholesale Trade</i>

Approved at the September 9th, 2025 Meeting:
STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF AUGUST 19TH, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED August 14th, 2025 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

Jana Phillips, Chair
Riley Williams, Vice Chair
Mark Prather, 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
Cindy Gibson, Administrative Manager

MEMBERS ABSENT

Mike Shanahan, Member

Staff Absent

1. CALL MEETING TO ORDER.

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

3. PUBLIC HEARING

- a. Receive public comment regarding a request for a Map Amendment (MA25-07) to rezone from Light Industrial (IL) to Commercial General (CG) property addressed as 1212 S. Perkins Road.

Mr. Henry Bibelheimer, Senior Planner, presents staff's report and asks if there are any questions.

Chair Phillips asks if there are any further questions for staff; none respond. Chair Phillips asks if there is an applicant or representative that would like to share any additional information; the applicant states they do not have any additional information.

Chair Phillips asks if the commissioners have any additional questions; none respond.

Chair Phillips opens the public hearing and asks if there is anyone that wishes to speak in to speak in favor; none respond. Chair Phillips asks if there is anyone that wishes to speak in opposition ; none respond.

Chair Phillips closes the public hear and asks for staff to present findings and alternatives.

Mr. Bibelheimer presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows for the rezoning of land via Map Amendments.
2. CG is located to the north of the property.
3. The Commercial General zoning district aligns with the desired Future Land Use Map within the Comprehensive Plan and would make the property compliant.

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's recommendation is Alternative 1 which is to approve the proposed Map Amendment as presented.

Commissioner Prather moves to approve the map amendment as presented, Vice Chair Williams seconds.

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

Time: 4 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: SEPTEMBER 22, 2025



Agenda Item:	7.b. CC-25-137
Previous/Related Action:	April 2023 - Public Hearing for Community suggestions for Community Development Block Grant Small Cities (CDBG-SC) projects and project selected was the fire sprinkler retrofit at Stillwater Public Library. June 2023 - Council authorized staff to apply for the CDBG 2023 SC application for \$445,000 (CDBG-SC amount of \$222,500 and City match of \$222,500) and authorized leverage of funds and budget appropriations. July 2024 - Council accepted the OK Department of Commerce contract for CDBG 19186 SC. November 2024 - Bid was awarded to VSC Fire & Security for \$345,740 with a 15% contingency for a total of \$397,601. July 2025 - The Stillwater Public Library Fire Sprinkler Retrofit project construction was completed, and final inspection was performed.
Background/Issue:	The project was constructed to benefit individuals, including many Low to Moderate income individuals, that use the library and its services/programs on a daily basis. In addition, the project made the Library, which is an assembly-type occupancy where groups of people gather and is also considered a High Hazard fire risk due to all the paper/combustibles, much safer with a complete and well-functioning fire sprinkler system. The project was funded with the 2023 CDBG Small Cities grant in the amount of \$181,669.41 with a total leverage from the City in the amount of \$181,992.60. The project came in under budget by \$15,432.00. The project is complete, and all final costs have been incurred to make final payments to the contractor/s.
Proposal/Solution:	To close out the grant and finalize all required documentation for the Oklahoma Department of Commerce (ODOC), a public hearing has been advertised. With the hearing, the final documents can be executed and the project closed out.
Financial Source/Impact:	Return budget dollars of \$40,508 to the General fund. A budget amendment has been prepared for this.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY #4 CONNECTED SPACES

Recommended Action/Motion:	Motion to approve the closeout of #19168 Community Development Block Grant (CDBG) 23 Stillwater Public Library Fire Sprinkler System Retrofit grant and authorize Mayor and staff to sign closeout documents, and approve budget amendment returning \$40,508 to the General fund.
Prepared By:	Shelly Crynes, Grants Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. CDBG Budget Amendments

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: 09/17/2025

Department: Finance

Requested by: Shelly Crynes

Explanation:

Expenditures:
Return (transfer out) unspent matching funds from the Community Development Block Grant (CDBG) for the Library Sprinkler Project to the General Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out	1700000 - 71000		\$ 2,542	\$ 40,508	\$ 43,050
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:	CDBG-Lib Sprinkler	1700000 - 54030	23DS03170	\$ 64,041	(\$ 40,508)	\$ 23,533
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 0

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Ching Chuch

Date: 9-17-25

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: 09/17/2025

Department: Finance

Requested by: Shelly Crynes

Explanation:

Revenues:
Return (transfer in) unspent matching funds from the Community Development Block Grant (CDBG) for the Library Sprinkler Project from the CDBG Fund to the General Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	1010000 - 61000		\$ 23,683,909	\$ 40,508	\$ 23,724,417
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 40,508

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Cluck

Date: 9-17-25

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: 09/17/2025

Department: Finance

Requested by: Shelly Crynes

Explanation:

Expenditures:
Appropriate the unspent grant match funds returned from CDBG to General Fund Contingency.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: General Govt/Contingency	1011020 - 53067		\$ 439,660	\$ 40,508	\$ 480,168
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 40,508

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Ching Ching

Date: 9-17-25

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: 09/17/2025

Department: Finance

Requested by: Shelly Crynes

Explanation: Reduce the budget amounts for Federal revenue and grant expenditures for the unspent grant funds from the Community Development Block Grant (CDBG) for the Library Sprinkler Project.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
CDBG-Lib Sprinkler - Revenue	1700000 - 43100	23DS03170	\$ 68,208	(\$ 40,830)	\$ 27,378
CDBG-Lib Sprinkler - Expenditure	1700000 - 54032	23DS03170	\$ 68,208	(\$ 40,830)	\$ 27,378
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

(\$ 81,660)

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Cheryl Cluck

Date: 9-17-25

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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RESOLUTION OF THE CITY OF STILLWATER, OKLAHOMA

RESOLUTION # CC-2025-25

September 22, 2025

**A RESOLUTION TO APPROVE PARTICIPATION IN SETTLEMENTS WITH
PURDUE PHARMA LP, MEMBERS OF THE SACKLER FAMILY, ALVOGEN,
INC., AMNEAL PHARMACEUTICALS, INC., APOTEX, INC., HIKMA
PHARMACEUTICALS USA, INC., INDIVIOR, INC., MYLAN
PHARMACEUTICALS INC., SUN PHARMACEUTICAL INDUSTRIES, INC.,
AND ZYDUS PHARMACEUTICALS**

WHEREAS, pharmaceutical opioids have harmed the City of Stillwater, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including Purdue Pharma L.P. and its related entities (“Purdue”), and Sackler family members as officers, directors, managers, and shareholders of Purdue (the “Sackler’s”).

WHEREAS, the City of Stillwater, Oklahoma has claims against Purdue and/or the Sackler’s, and has filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Purdue and the Sackler’s have agreed to settle claims of political subdivisions in the Purdue bankruptcy plan (the “Plan”) in Case Number 7:19-bk-23649, currently pending in the U.S. Bankruptcy Court for the Southern District of New York, and in the Governmental Entities Settlement Agreement (“GESA”) which settlement agreement is dated June 17, 2025.

WHEREAS, the City of Stillwater, Oklahoma has claims against the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and/or is eligible to participate in settlement agreements with these generic opioid manufacturers, which are dated April 4, 2025, to address the harms caused to it and its citizens from the opioid epidemic.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby acknowledges receipt of the Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors, and that it has been informed of the material aspects of the Plan relative to its claims against Purdue and its affiliated entities.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby elects to participate, and hereby approves its participation in, the Plan and directs its attorneys to vote on its behalf for approval of the Plan and ratifies the vote via master ballot or otherwise by its attorneys on its behalf for approval of the Plan.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute the GESA Participation and Release Form contained in the GESA as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Stillwater's claims being released in the GESA, including claims against the Sackler's.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby approves the GESA dated June 17, 2025, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Stillwater to participate in the GESA dated June 17, 2025.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby approves the Purdue State-Subdivision Agreement, upon execution of the Purdue State-Subdivision Agreement by the Attorney General of the State of Oklahoma, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Stillwater to participate in the Purdue State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute each of the Settlement Participation and Release Forms contained in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Stillwater's claims being released in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceutical approval of Resolution No. CC-2025-25, to include (a) approving voting to accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors in Participation in Case No. 19-23649 pending in the United States Bankruptcy Court for the Southern District of New York, and authorizing and directing

its legal counsel vote to accept the Plan via master ballot or otherwise, (b) approving voting to accept and participate in the Governmental Entities Settlement Agreement (the “GESA”) dated June 17, 2025, and authorizing the Mayor of the City of Stillwater, or the Mayor’s designee, to execute the Subdivision Participation Form for the City of Stillwater’s participation in the GESA, and approval of the Purdue State-Subdivision Agreement as it pertains to the Plan and the GESA, and (c) approving voting to accept and participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and authorizing the Mayor of the City of Stillwater, or the Mayor’s designee, to execute the Subdivision Participation Form for the City of Stillwater’s participation in the the settlements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and (d) authorizing Litigation Counsel in the opioid litigation to negotiate and enter into a State-Subdivision Agreement with the State through the Attorney General on behalf of City of Stillwater with respect to the Generic/Small/Secondary Manufacturer Settlements.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby approves the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its Mayor and legal counsel in executing documents necessary for the City of Stillwater to participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby authorizes and approves its Litigation Counsel in the opioid litigation to negotiate and enter into a State-Subdivision Agreement with the State of Oklahoma through the Attorney General on behalf of the City with respect to the Generic/Small/Secondary Manufacturer Settlements with the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Stillwater to participate in said State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that City of Stillwater, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Plan, the GESA, and the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, referenced herein, for the benefit of the City of Stillwater, Oklahoma, including executing any documents required to finalize the participation of the City of Stillwater, Oklahoma in the Plan, GESA, and generic manufacturer settlement agreements.

The City of Stillwater, Oklahoma adopted the above Resolution on the 22nd day of September, 2025.

CITY OF STILLWATER, OKLAHOMA

William H. Joyce, Mayor

Dated this 22nd day of September, 2025.

ATTEST:

Teresa Kadavy, City Clerk

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Purdue State-Subdivision Agreement

This Purdue State-Subdivision Agreement is made and entered into this 03/09/20 day of September 2025 (this "Agreement"), by and between, the State of Oklahoma (the "State") through the Attorney General, Gentner Drummond, and counsel for the undersigned Litigating Political Subdivisions ("Counsel for LPS").

WHEREAS, the State of Oklahoma, in 2019, entered into a settlement with Purdue Pharma, Inc. and other affiliated entities ("Purdue") whereby Purdue agreed to pay \$270,000,000 to the State of Oklahoma. Approximately \$12,500,000 of the State's settlement funds were allocated to Oklahoma's Political Subdivision Opioid Abatement Grants Act, 74 Okla. Stat. § 30.3, *et. seq.* (the "Act"), for political subdivisions to obtain funds to combat the opioid epidemic.

WHEREAS, the Oklahoma Litigating Political Subdivisions anticipate participating in the Joint Chapter 11 Plan of Reorganization of Purdue Pharma L.P. and its Affiliated Debtors, as such plan may be modified and amended ("Purdue Plan"), and the Governmental Entity & Shareholder Direct Settlement Agreement ("GESA"), which settles direct claims of states and subdivisions against members of the Sackler family and related entities. The Oklahoma Litigating Political Subdivisions can participate in the Purdue Plan and GESA. A list of the Oklahoma Litigating Political Subdivisions is attached as Exhibit A (the "LPS").

WHEREAS, the LPS desire to participate in the Purdue Plan and GESA and to enter into this State-Subdivision Agreement regarding the division and use of settlement funds obtained from the Purdue Plan and GESA.

ACCORDINGLY, the State and Counsel for LPS enter into this State-Subdivision Agreement regarding the allocation and use of Settlement Funds obtained from the Purdue Plan and GESA.

1. Share of Settlement. The State and the LPS agree that the Settlement Funds obtained from the Purdue Plan and GESA, including all base payments and incentive payments to be paid for all settlement payment years, will be allocated to the LPS in accordance with Exhibit B.

2. Use of Settlement Funds. The LPS agree that the use of Settlement Funds obtained from the Purdue Plan and GESA will be used in accordance with the terms of the Purdue Plan and GESA, including that all amounts received by the LPS from the Purdue Plan and GESA will be spent in accordance with the terms of the Purdue Plan and GESA.

3. Primary Subdivisions Required by the Purdue Plan and GESA. It is anticipated that the Purdue Plan and GESA will require the participation of certain Oklahoma non-litigating political subdivisions in order to maximize the amount of settlement funds received from the Purdue Plan and GESA. These subdivisions are eligible to receive funds from the Purdue money allocated to the Act.

4. Payment of LPS Share. Settlement funds from the Purdue Plan and GESA shall be paid directly into a settlement fund established for the LPS. Counsel for the LPS will provide banking instructions.

5. Binding Nature of this Agreement. No LPS shall be bound by the terms of this Agreement until it has approved of its terms by its governing body or an appropriate elected government official authorized to execute this Agreement. The State and Counsel for LPS agree that the terms of this Agreement shall not expire or change until Counsel for LPS has completed the approval process of presenting this Agreement and the Purdue Plan and GESA for approval to the LPS. The Attorney General and each counsel signing this Agreement represent that the undersigned believes this Agreement is fair and reasonable.

6. Execution of Agreement. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. An executed signature page of this Agreement delivered in .pdf format via email shall be as effective as an original executed signature page.

7. Entire Agreement. This Agreement and any applicable State-Backstop Agreement constitute the entire agreement between the parties with respect to the Purdue Plan and GESA. This Agreement may only be amended by the mutual written consent of the parties. To the extent the terms of this Agreement conflict with the Purdue Plan or the GESA, the State agrees that it will work with the Counsel for LPS to amend this Agreement to cure any such conflict. This Agreement and any of the rights, duties, or obligations of the parties hereunder shall not be assigned, transferred, or delegated by any of the parties hereto.

8. Governing Law. This Agreement shall be governed and construed in accordance with Oklahoma law.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

ON BEHALF OF THE STATE:



Gentner Drummond, Attorney General (Sep 3, 2025 17:45:33 EDT)

Gentner Drummond
Oklahoma Attorney General
State of Oklahoma

ON BEHALF OF COUNSEL FOR THE LITIGATING POLITICAL SUBDIVISIONS:

[A separate signature page will be executed by each counsel for Litigating Political Subdivisions joining the MOU.]



TONY G. PUCKETT, OBA #13336
TODD A. COURT, OBA #19438
MCAFEE & TAFT A PROFESSIONAL CORPORATION
8th Floor, Two Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
405/235-9621; 405/235-0439 (FAX)
tony.puckett@mcafeetaft.com
todd.court@mcafeetaft.com

ATTORNEYS FOR:

City of Ada
City of Anadarko
City of Altus
City of Bethany
City of Broken Arrow
City of Collinsville
City of Edmond
City of Elk City
City of Enid
City of Guthrie
City of Jenks
City of Lawton
City of Midwest City
City of Mustang
City of Oklahoma City
City of Owasso
City of Ponca City
City of Seminole
City of Shawnee
City of Stillwater
City of Tulsa
City of Yukon
Hughes County
Woods County



MATTHEW J. SILL, OBA #21547
HARRISON C. LUJAN, OBA #30154
FULMER SILL LAW GROUP
1101 N. Broadway Ave., Suite 102
Oklahoma City, OK 73103
Phone/Fax: 405-510-0077
msill@fulmersill.com
hlujan@fulmersill.com

ATTORNEYS FOR:

Atoka County
Beckham County
Caddo County
Choctaw County
Cimarron County
Cleveland County
Coal County
Comanche County
Custer County
Dewey County
Grady County
Greer County
Harmon County
Harper County
Haskell County
Jackson County
Jefferson County
Johnston County
Kay County
Kiowa County
Latimer County
LeFlore County
Lincoln County
Logan County
Love County
Major County
McCurtain County
Muskogee County
Noble County
Oklahoma County
Payne County
Pittsburg County
Pottawatomie County

Roger Mills County
Stephens County
Texas County
Tillman County
Woodward County
City of El Reno
City of Muskogee



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GIBBS ARMSTRONG BOROCHOFF
601 S. Boulder, Suite 500
Tulsa, OK 74119
(918) 587-3939 phone
(918) 582-5504 fax
ggibbs@gablawyers.com

ON BEHALF OF THE FOLLOWING COUNTIES:

1. Tulsa County
2. Pawnee County
3. Ottawa County
4. Osage County
5. Garvin County
6. Delaware County
7. McClain County; and
8. Seminole County
9. Okfuskee County



Bradford D. Barron, OBA #17571
The Barron Law Firm, PLLC
P.O. Box 369
Claremore, OK 74018
(918)341-8402 Phone
(918)515-4691 Fax
bbarron@barronlawfirmok.com

On behalf of the following Oklahoma Counties:

Washington County
Nowata County
Craig County
Rogers County
Mayes County
Okmulgee County
Creek County

EXHIBIT A
Political Subdivision Name

Atoka County	Beckham County
Caddo County	Choctaw County
Cimarron County	Cleveland County
Coal County	Comanche County
Craig County	Creek County
Custer County	Delaware County
Dewey County	Garvin County
Grady County	Greer County
Harmon County	Harper County
Haskell County	Hughes County
Jackson County	Jefferson County
Johnston County	Kay County
Kiowa County	Latimer County
LeFlore County	Lincoln County
Logan County	Love County
Major County	Mayes County
McClain County	McCurtain County
Muskogee County	Noble County
Nowata County	Okfuskee County
Oklahoma County	Okmulgee County
Osage County	Ottawa County
Pawnee County	Payne County
Pittsburg County	Pottawatomie County
Roger Mills County	Rogers County
Seminole County	Stephens County
Texas County	Tillman County
Tulsa County	Washington County
Woods County	Woodward County
City of Ada	City of Altus
City of Anadarko	City of Bethany
City of Broken Arrow	City of Collinsville
City of Edmond	City of El Reno
City of Elk City	City of Enid
City of Guthrie	City of Jenks
City of Lawton	City of Midwest City
City of Muskogee	City of Mustang
City of Oklahoma City	City of Owasso
City of Ponca City	City of Seminole
City of Shawnee	City of Stillwater
City of Tulsa	City of Yukon

Exhibit B

The initial allocations are shown on Table 1. Ten percent (10%) of funds received will be held back from this initial allocation to establish an Appeal Fund for any Participating Subdivision to appeal their allocation of settlement funds as set forth in this exhibit, and to pay administrative costs. Each participating subdivision will have six months after receipt of their allocation to appeal to a Special Master appointed to hear appeals. If all the money in the Appeal Fund is not distributed through the appeals process, it will be redistributed in accordance with Table 2 below. The allocations shown below will be further reduced for the payment of attorneys' fees and costs in accordance with each locality's representation agreement with their counsel.

Table 1: Opioid Settlement Allocation Shares to Litigating Oklahoma Counties, Cities and Towns,
with 10% Holdback

Municipal Area	Area % of Total	Municipal Area	Area % of Total
City of Ada	1.150%	Lincoln County	0.358%
City of Altus	0.090%	Logan County	0.760%
City of Anadarko	0.320%	Love County	0.144%
Atoka County	0.283%	Major County	0.016%
Beckham County	0.252%	Mayes County	0.668%
City of Bethany	0.348%	McClain County	0.284%
City of Broken Arrow	2.831%	McCurtain County	0.624%
Caddo County	0.428%	City of Midwest City	1.917%
Choctaw County	0.295%	City of Muskogee	2.976%
Cimarron County	0.046%	Muskogee County	0.153%
Cleveland County	0.372%	City of Mustang	0.225%
Coal County	0.144%	Noble County	0.040%
City of Collinsville	0.173%	Nowata County	0.109%
Comanche County	3.101%	Okfuskee County	0.204%
Craig County	0.144%	City of Oklahoma City	20.187%
Creek County	1.137%	Oklahoma County	4.021%
Custer County	0.278%	Okmulgee County	0.305%
Delaware County	0.336%	Osage County	0.647%
Dewey County	0.017%	Ottawa County	0.258%
City of Edmond	2.051%	City of Owasso	1.034%
City of El Reno	0.279%	Pawnee County	0.316%
City of Elk City	0.448%	Payne County	0.513%
City of Enid	1.042%	Pittsburg County	0.140%
Garvin County	0.115%	City of Ponca City	0.626%
Grady County	1.418%	Pottawatomie County	0.705%
Greer County	0.059%	Roger Mills County	0.080%
City of Guthrie	0.298%	Rogers County	1.266%
Harmon County	0.042%	City of Seminole	0.344%
Harper County	0.057%	Seminole County	0.433%
Haskell County	0.224%	City of Shawnee	1.601%
Hughes County	0.172%	Stephens County	0.599%
Jackson County	0.696%	City of Stillwater	1.244%
Jefferson County	0.189%	Texas County	0.448%
City of Jenks	0.249%	Tillman County	0.132%
Johnston County	0.227%	City of Tulsa	16.441%
Kay County	0.437%	Tulsa County	7.121%
Kiowa County	0.155%	Washington County	0.510%
Latimer County	0.357%	Woods County	0.041%
City of Lawton	0.496%	Woodward County	0.198%
LeFlore County	1.135%	City of Yukon	0.421%

Table 2: Opioid Settlement Allocation Shares to Litigating Oklahoma Counties, Cities and Towns

Municipal Area	Area % of Total	Municipal Area	Area % of Total
City of Ada	1.278%	Lincoln County	0.398%
City of Altus	0.101%	Logan County	0.845%
City of Anadarko	0.356%	Love County	0.160%
Atoka County	0.315%	Major County	0.018%
Beckham County	0.280%	Mayes County	0.742%
City of Bethany	0.387%	McClain County	0.316%
City of Broken Arrow	3.146%	McCurtain County	0.694%
Caddo County	0.475%	City of Midwest City	2.130%
Choctaw County	0.328%	City of Muskogee	3.307%
Cimarron County	0.051%	Muskogee County	0.170%
Cleveland County	0.413%	City of Mustang	0.249%
Coal County	0.160%	Noble County	0.045%
City of Collinsville	0.192%	Nowata County	0.121%
Comanche County	3.445%	Okfuskee County	0.227%
Craig County	0.160%	City of Oklahoma City	22.430%
Creek County	1.263%	Oklahoma County	4.468%
Custer County	0.309%	Okmulgee County	0.339%
Delaware County	0.373%	Osage County	0.719%
Dewey County	0.019%	Ottawa County	0.287%
City of Edmond	2.279%	City of Owasso	1.148%
City of El Reno	0.310%	Pawnee County	0.351%
City of Elk City	0.498%	Payne County	0.570%
City of Enid	1.158%	Pittsburg County	0.155%
Garvin County	0.127%	City of Ponca City	0.695%
Grady County	1.575%	Pottawatomie County	0.783%
Greer County	0.066%	Roger Mills County	0.089%
City of Guthrie	0.331%	Rogers County	1.406%
Harmon County	0.046%	City of Seminole	0.382%
Harper County	0.063%	Seminole County	0.481%
Haskell County	0.249%	City of Shawnee	1.779%
Hughes County	0.191%	Stephens County	0.666%
Jackson County	0.773%	City of Stillwater	1.382%
Jefferson County	0.210%	Texas County	0.497%
City of Jenks	0.277%	Tillman County	0.147%
Johnston County	0.252%	City of Tulsa	18.267%
Kay County	0.486%	Tulsa County	7.912%
Kiowa County	0.172%	Washington County	0.566%
Latimer County	0.396%	Woods County	0.046%
City of Lawton	0.552%	Woodward County	0.220%
LeFlore County	1.261%	City of Yukon	0.468%

Purdue State-Sub Sharing Agreement

Final Audit Report

2025-09-03

Created:	2025-09-03
By:	Bradley Clark (Bradley.clark@oag.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArUNaooWOoehJQ3wXjB0IT8ddJynL3vSI

"Purdue State-Sub Sharing Agreement" History

-  Document created by Bradley Clark (Bradley.clark@oag.ok.gov)
2025-09-03 - 9:27:11 PM GMT
-  Document emailed to Gentner Drummond, Attorney General (gentner.drummond@oag.ok.gov) for signature
2025-09-03 - 9:27:16 PM GMT
-  Email viewed by Gentner Drummond, Attorney General (gentner.drummond@oag.ok.gov)
2025-09-03 - 9:30:07 PM GMT
-  Document e-signed by Gentner Drummond, Attorney General (gentner.drummond@oag.ok.gov)
Signature Date: 2025-09-03 - 9:45:33 PM GMT - Time Source: server
-  Agreement completed.
2025-09-03 - 9:45:33 PM GMT

RESOLUTION NO. CC-2025-26

**A RESOLUTION OF THE STILLWATER CITY COUNCIL DECLARING THE
MOBILE HOME STRUCTURE LOCATED AT 924 SOUTH DUCK STREET (ALSO
KNOWN AS 924 ½ SOUTH DUCK STREET), STILLWATER, OKLAHOMA,
DILAPIDATED AND ABANDONED, AND A PUBLIC NUISANCE DETRIMENTAL TO
THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC AND THE
COMMUNITY, AND ORDERING THE DILAPIDATED STRUCTURE TO BE TORN
DOWN AND REMOVED PURSUANT TO 11 O.S. §22-112**

WHEREAS, 11 O.S. §22-112 addresses condemnation of dilapidated buildings, notice requirements, removal of dilapidated structures, and filing of liens; and

WHEREAS, pursuant to the provisions of 11 O.S. §22-112(A)(1), notice was given to CHRISTOPHER W. VANN, SETTLOR TRUSTEE, AND MELINDA R. VANN, TRUSTEE, REVOCABLE INTERVIVOS TRUST OF CHRISTOPHER W. VANN and MELINDA R. VANN, SETTLOR TRUSTEE, CHRISTOPHER W. VANN, TRUSTEE, REVOCABLE INTERVIVOS TRUST OF MELINDA R. VANN (the “Property Owners”), of 924 South Duck Street, Stillwater, Oklahoma 74074 – also referred to as 924 ½ South Duck Street (the “Subject Property”), as shown by the current year’s tax rolls in the Office of the Payne County Treasurer, of a Public Hearing to be held by the Stillwater City Council (the “Council”) on September 22, 2025, at 5:30 p.m. regarding a dilapidated mobile home trailer (the “Dilapidated Structure”); and

WHEREAS, the Notice of Public Hearing (the “Notice”) regarding the Dilapidated Structure was sent by certified mailed to the Property Owners on September 10, 2025; and

WHEREAS, there are no record mortgage holders as verified by Office of the Payne County Clerk; and

WHEREAS, in order to provide maximum notice and transparency, a sign was posted on the Subject Property on September 10, 2025, advising the Property Owners and others of the Public Hearing scheduled for September 22, 2025; and

WHEREAS, due to the provision by mail and posting of the notice, no publication was effectuated by the City of Stillwater; and

WHEREAS, 11 O.S. §22-112(C) defines dilapidated building as follows:

- a. a structure which, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public;
- b. a structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable or is a hazard to the health, safety, and welfare of the general public;

- c. a structure which is determined by the municipal governing body to be an unsecured building as defined by 11 O.S. §22-112.1 more than three times within any 12-month period;
- d. a structure which has been boarded and secured for more than 18 months;
- e. a structure declared by the municipal governing body to constitute a public nuisance.

WHEREAS, as of the final date of inspection prior to preparation of the Notice, the Dilapidated Structure was vacant and not maintained in a clean, safe, secure, or sanitary condition, the exterior surfaces, including doors, door and window frames, and trim are not in good condition, that the roof and drains are not maintained to prevent damage, that the structural members are deteriorating, potentially impacting dead and live loads, that there are holes, breaks, loose and/or rotting materials on exterior walls, exterior doors are unsecured, stairs and walking surfaces are in poor condition, and windows are broken and open to the weather and habitation by birds and vermin (the “Structure Condition”); and

WHEREAS, current and past documentation of the condition of the structure and the state of the Subject Property is contained in the Written Official Record attached hereto as Exhibit “A;” and

WHEREAS, the Structure Condition as set forth above, demonstrates that the Dilapidated Structure, through neglect or injury, is devoid of the necessary repairs and is in a state of decay and partial ruin to such an extent that the Dilapidated Structure is a hazard to the health, safety, and welfare of the general public; and

WHEREAS, the Structure Condition as set forth above, demonstrates that the Dilapidated Structure is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable and is a hazard to the health, safety, and welfare of the general public; and

WHEREAS, the Structure Condition as set forth above, as well as the attached Written Official Record, demonstrates that the Dilapidated Structure and the Subject Property should be declared a public nuisance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, THAT a Public Hearing regarding the Subject Property was held on this 22nd day of September, 2025.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the Written Official Record accompanying this Resolution is hereby formally accepted and adopted herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT based upon the Written Official Record provided to the City Council and the Property Owners and adopted herein, as well as the information presented at the Public Hearing, the City Council hereby finds that the Dilapidated Structure on the Subject Property is dilapidated and has become detrimental to the health, safety, and welfare of the general public and the community.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT based upon the Written Official Record provided to the City Council and the Property Owners and adopted herein, as well as the information presented at the Public Hearing, the City Council hereby finds that the Structure on the Subject Property is dilapidated and creates a fire hazard which is dangerous to other properties.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT based upon the Written Official Record provided to the City Council and the Property Owners and adopted herein, as well as the information presented at the Public Hearing, the City Council hereby declares the Dilapidated Structure and the Subject Property a Public Nuisance.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT based upon the Written Official Record provided to the City Council and the Property Owners and adopted herein, as well as the information presented at the Public Hearing, the City Council hereby finds that the Dilapidated Structure on the Subject Property constitutes a detriment and a hazard, and that the property would be benefited by the removal of the Dilapidated Structure.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT based upon the Written Official Record presented to the City Council and approved herein, as well as the information presented at the Public Hearing, the City Council hereby orders the Dilapidated Structure is to be torn down and removed.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the Property Owners have ninety (90) days from the effective date of this Resolution to have the Dilapidated Structure torn down and removed and that due to the length of time the Subject Property and the Dilapidated Structure have created a nuisance and affected the general health, safety, and welfare of the community, no further extensions will be given.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT if the Property Owners do not have the Dilapidated Structure torn down and removed within ninety (90) days from the effective date of this Resolution, the City Manager of the City of Stillwater is authorized to cause the Dilapidated Structure to be torn down and removed.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the Stillwater City Clerk is directed to immediately file a notice of dilapidation with the Payne County Clerk describing the property, this Resolution containing the findings of the City Council, and stating that the City of Stillwater claims a lien on the Subject Property should the Property Owners fail to have the Dilapidated Structure torn down and removed.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT employees of the City of Stillwater and its agents are expressly authorized to enter the Subject Property for the performance of their necessary duties and governmental functions, including inspections authorized by law and consent and to effectuate the directives of the City Manager if the Dilapidated Structure is not torn down and removed within ninety (90) days of the date of this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT all actions taken and authorized herein are appropriate and necessary for the health, safety, and welfare of the residents of the City of Stillwater, Oklahoma.

ADOPTED by the City Council of the City of Stillwater, Oklahoma, on this 22nd day of September, 2025, after full compliance with the Oklahoma Open Meeting Act.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

Approved as to form and legality:

KIMBERLY CARNLEY, CITY ATTORNEY

ORDINANCE NO. 3580

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 1212 S PERKINS ROAD FROM LIGHT INDUSTRIAL (IL) TO COMMERCIAL GENERAL (CG).

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

Parcels located at 1212 S. Perkins Road:

Lots "J", "K", "L", "M", "N", and "O", in Block Nineteen (19), LOWRY'S SECOND ADDITION to the City of Stillwater, according to the Amended Plat and Dedication of said Block 19, LOWRY'S SECOND ADDITION to Stillwater, Payne County, Oklahoma. LESS AND EXCEPT the East 17 .00 feet of said Lot "O".

AND

The East One Hundred Feet (100) of Lot One (1), Block Thirteen (13), LOWRY'S SECOND ADDITION to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof. LESS AND EXCEPT: A strip, piece or parcel of land lying in part of Lot 1, Block 13 of LOWRY'S SECOND ADDITION to the City of Stillwater, in Payne County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at the SE/corner of said Lot 1, thence West along the South line of said Lot 1 a distance of 79.71 feet, thence N 46°02'02" W a distance of 28.69 feet, thence North a distance of 89.78 feet to a point on the North line of said Lot 1, thence East along said North line a distance of 100.00 feet to the NE/corner of said Lot 1, thence South along the East line of said Lot 1 a distance of 110.00 feet to the point of beginning.

AND

A tract of land in the Northeast Quarter (NE/4) of the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Nineteen (19) North, Range Two (2) East, J.M., City of Stillwater, Payne County, State of Oklahoma, more particularly described by metes and bounds as follows: Beginning at the Southeast corner (SE/cor) of Block Thirteen (13), LOWRY'S SECOND ADDITION to the City of Stillwater, Payne County, State of Oklahoma, thence West 300 feet; thence South 85 feet; thence East 300 feet; thence North 85 feet to the point of beginning. LESS AND EXCEPT: A strip, piece or parcel of land lying in part of the NE/4 SE/4 (being the vacated street abutting the South line of Block 13 of LOWRY'S SECOND ADDITION to the City of Stillwater) of Section 23, Township 19 North, Range 2 East, in Payne County, Oklahoma. Said parcel of land being described by metes and bounds as follows: Beginning at the SE/corner of Block 13 of LOWRY'S SECOND ADDITION to the City of Stillwater, thence West along the South line of said Block 13 a distance of 79.71 feet, thence S 46°02'02" E distance of 88.69 feet, thence S 01°02'02" E distance of 22.43 feet to a point on the North line of Tinker's Subdivision of Block 19, LOWRY'S SECOND ADDITION to the City of Stillwater, thence East along said North line a distance of 17.00 feet to the NE/corner of said Block 19, thence North a distance of 85.01 feet to the point of beginning.

be and the same is hereby rezoned from IL (LIGHT INDUSTRIAL) to CG (COMMERCIAL GENERAL).

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: 09/22/2025
Second Reading:

ORDINANCE NO. 3581

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCIAL AFFAIRS, DIVISION 1, GENERALLY, BY AMENDING SECTION 2-583, FINANCE DEPARTMENT BY PROVIDING THAT THE DIRECTOR OF FINANCE MAY ALSO HOLD THE TITLE OF CHIEF FINANCIAL OFFICER AND THAT ALL DUTIES, POWERS, AND RESPONSIBILITIES APPLY EQUALLY TO THE DUAL TITLE OF DIRECTOR OF FINANCE AND CHIEF FINANCIAL OFFICER; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: The Stillwater City Code, Chapter 2, Administration, Article VI, Financial Affairs, Division 1, Generally, Section 2-583, Finance department, to be amended as follows:

Sec. 2-583. Finance department.

There is hereby created a department of finance, the head of which shall be the director of finance, appointed as provided in the Charter § 3-5. The director of finance shall also hold the title of chief financial officer and may be referred to in official documents, communications, and representations as either the director of finance or chief financial officer. All duties, powers, and responsibilities associated with the position of director of finance, as set forth in the City Charter and City Code, shall apply equally to the dual title of director of finance and chief financial officer.

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

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

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

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

First Reading: 9/22/2025
Second Reading:

ORDINANCE NO. 3576

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

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

Parcels located at 320 S WALNUT STREET:

Classen Heights Addition, Block 4 Lots 22-25

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

PASSED, APPROVED, AND ADOPTED THIS 22ND DAY OF SEPTEMBER, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 22ND DAY OF SEPTEMBER, 2025.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 09/08/2025
Second Reading: 09/22/2025