



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING

***AMENDED AGENDA**

NOVEMBER 3, 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.	Homelessness Awareness Month Proclamation
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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 October 20, 2025 regular meeting minutes	
b.	Approve 2026 Meeting Schedule.	
c.	Acceptance of on-site water, sewer, drainage and paving improvements for Frye Farms, Phase 2 subdivision.	CC-25-144 Joshua Brown
d.	Acceptance of the Western Road left-turn lane for the Frye Farms and Park Valley subdivisions.	CC-25-145 Joshua Brown
e.	Acceptance of the final plat for Frye Farms, Phase 2 on a portion of land addressed as 1998 W.	CC-25-146 Joshua Brown

	32nd Avenue in the Small Lot Single-Family Residential (RSS) district.		
f.	Acceptance of two (2) Streetlight Easements for properties addressed as 2024 and 2122 N. Grandview Street in the Eastridge Subdivision, 2nd Section.	CC-25-147	Joshua Brown
g.	Approve the Stillwater Regional Airport Capital Improvement Plan (CIP) and subsequent submission to the Federal Aviation Administration (FAA).	CC-25-148	Kellie Reed

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 Specific Use Permit (SUP25-04) to operate a Health Care & Social Assistance facility in the Commercial Shopping (CS) zoning district at property addressed as 1525 S. Western Road.	CC-25-149	Henry Bibelheimer
b.	Receive public comment regarding a text amendment (TXT25-06) to Chapter 23, "Land Development Code," Article I, "General Provisions", Section 23-7, "Definitions"; Article V, "Use Categories and Limitations", Division 1, "Generally", Section 23-96, "Definitions"; Article VI, "Land Use Classifications", Division 4, "Commercial Districts", Section 23-152, "CB Commercial Business District", Subsection (a) "Permitted by right"; Article XXIV, "Table of Uses", Section 23-435, "Created".	CC-25-150	Henry Bibelheimer

c.	Receive public comment regarding a text amendment (TXT25-05) to Chapter 23, "Land Development Code," Article V, "Use Categories and Limitations," Division 2, "Accessory Use Categories and Regulations," Section 23-105, "Sidewalk, street and parking lot table service areas".	CC-25-151	Henry Bibelheimer
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8. General Orders

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

a.	Consider approval of a Professional Services Agreement for an amount not to exceed \$110,000 with Civic Dynamics, LLC for Land Development Code, Chapter 23, update and rewrite, approval of related budget revision and authorize the City Manager to sign the agreement.	CC-25-152	David Barth
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9. Resolutions

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

a.	RESOLUTION CC-2025-28: A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, TO SIGN AND ISSUE AN ELECTION PROCLAMATION CALLING FOR A GENERAL ELECTION AND A RUNOFF ELECTION, IF NEEDED, IN THE CITY OF STILLWATER.		
b.	RESOLUTION NO. CC-2025-29: A RESOLUTION CONCERNING THE CITY OF STILLWATER'S BRIDGE SAFETY INSPECTION RESPONSIBILITY PURSUANT TO NATIONAL BRIDGE INSPECTION STANDARDS AND NOTIFICATION TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION OF BRIDGE INSPECTION CONSULTANT SELECTION FOR BRIDGE INSPECTION CONTRACTS COMMENCING APRIL 1, 2026 THROUGH MARCH 31, 2028.	CC-25-153	Ann Colina

10. Ordinances

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

First Read

a.	ORDINANCE NO. 3584: AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE", ARTICLE I, "GENERAL PROVISIONS", SECTION 23-7, "DEFINITIONS"; ARTICLE V, "USE CATEGORIES AND LIMITATIONS", DIVISION 1, "GENERALLY", SECTION 23-96, "DEFINITIONS"; ARTICLE VI, "LAND USE CLASSIFICATIONS", DIVISION 4, "COMMERCIAL DISTRICTS", SECTION 23-152, "CB COMMERCIAL BUSINESS DISTRICT", SUBSECTION (A), "PERMITTED BY RIGHT"; ARTICLE XXIV, "TABLE OF USES", SECTION 23-435, "CREATED"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY
b.	ORDINANCE NO. 3585: AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE V, "USE CATEGORIES AND LIMITATIONS," DIVISION 2, "ACCESSORY USE CATEGORIES AND REGULATIONS," SECTION 23-105, "SIDEWALK, STREET AND PARKING LOT TABLE SERVICE AREAS"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

11. Reports from Officers and Boards

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

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

12. Questions and Inquiries

13. Executive Session

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

14. Return from Executive Session

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

15. Adjourn

On October 30, 2025 at 3:30 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.



National Homelessness Awareness Month, November 2025

WHEREAS, every person deserves safe, stable housing and opportunity to build a healthy and fulfilling life; and

WHEREAS, homelessness affects individuals and families from every background, including children, seniors, veterans, and those experiencing economic hardship, mental health challenges, or domestic violence; and

WHEREAS, Stillwater is a caring and resilient community that recognizes housing insecurity as a human issue that requires compassion, understanding, and collective action; and

WHEREAS, The Mission of Hope and other partners have served as a vital lifeline in Stillwater and our surrounding region, providing emergency shelter, supportive services, encouragement, and pathways to housing for community members in need, while helping to restore hope, dignity, and independence in the lives of those they serve; and

WHEREAS, increasing awareness and education about homelessness encourages community involvement, fosters prevention, and strengthens efforts to ensure everyone in Stillwater has a safe place to call home.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim November 2025 as Homelessness Awareness Month in Stillwater and urge residents to learn more about the experiences of individuals facing homelessness, support organizations making a difference, and work together to build a stronger, more compassionate community for all.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED OCTOBER 16, 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
OCTOBER 20, 2025**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. CONSENT DOCKET

- a. Approve October 6, 2025 regular meeting minutes.
- b. Approve a budget amendment to appropriate \$200,000 from the Transportation Sales Tax Fund to purchase materials and services for use by the Public Works Department to repair city streets and sidewalks.
- c. Approve Extension Agreement #1 for Lawn Care Services for City Facilities with Tus Nua Lawn and Landscape, LLC in the amount of \$374,528 for an additional one-year term beginning November 1, 2025, and ending October 31, 2026.

Councilor Hardin removed item c. from the consent docket.

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

ROLL CALL VOTE: DZIALOWSKI-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

- c. Approve Extension Agreement #1 for Lawn Care Services for City Facilities with Tus Nua Lawn and Landscape, LLC in the amount of \$374,528 for an additional one-year term beginning November 1, 2025, and ending October 31, 2026.

Councilor Hardin stated he pulled this item from the consent docket because he wanted to compliment Tus Nua on how good the landscaping looks on City property.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO APPROVE ITEM C. FROM THE CONSENT DOCKET.

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

6. RESOLUTIONS

- a. Resolution No. CC-2025-27: Consideration, Discussion, And Possible Action Regarding Resolution No. CC-2025-27, a resolution of the City Council of the City of Stillwater, Oklahoma, authorizing and approving transfer of funds held by The Stillwater Public Library Trust to a 501(C)(3) Non-Profit Serving As A Discreetly Presented Component Unit Of The City Of Stillwater, Oklahoma For Purposes Of The City's Annual Comprehensive Financial Report ("ACFR"); Identifying The Source Of The Funding As Private Donations Although Identified On The City's ACFR; Approving And Authorizing Termination Of The Stillwater Public Library Trust; And Approving The 501(C)(3) To Acquire Tax Exempt Status As A Type I Supporting Organization For Support Of The Stillwater Public Library.

City Attorney Kimberly Carnley reported that the title of the proposed resolution has changed slightly so she read the complete title of the resolution as listed below:

RESOLUTION NO. CC-2025-27: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, AUTHORIZING AND APPROVING TRANSFER OF FUNDS HELD BY THE STILLWATER PUBLIC LIBRARY TRUST TO A 501(C)(3) NON-PROFIT SERVING AS A DISCREETLY PRESENTED COMPONENT UNIT OF THE CITY OF STILLWATER, OKLAHOMA, FOR PURPOSES OF THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT ("ACFR"); IDENTIFYING THE SOURCE OF THE FUNDING AS PRIVATE DONATIONS ALTHOUGH IDENTIFIED ON THE CITY'S ACFR; APPROVING AND AUTHORIZING TERMINATION OF THE STILLWATER PUBLIC LIBRARY TRUST; AUTHORIZING THE 501(C)(3) NON-PROFIT TO ACQUIRE TAX EXEMPT STATUS AS A TYPE 1 SUPPORTING ORGANIZATION FOR SUPPORT OF THE STILLWATER PUBLIC LIBRARY; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS FOR AN AGREEMENT BY AND BETWEEN THE CITY OF STILLWATER AND THE 501(C)(3) NON-PROFIT WHICH WILL SET FORTH THE EXPRESS TERMS AND CONDITIONS FOR SUPPORT OF THE STILLWATER PUBLIC LIBRARY

City Attorney Kimberly Carnley reported that there have been ongoing discussions between representatives of the Library Trust Board and the City about the investment of funds for Library purposes and the current structure of management, expenditure and oversight of these funds. Related to these discussions, the Library Trust Board retained an attorney experienced in working with non-profits and the related provisions of the Internal Revenue Service Tax Codes. She recommended creation of a new non-profit corporation exempt as a Type 1 supporting organization with the same board composition as the current Trust. The City's CFO and auditor have both reviewed this proposal and have no objections. The Trust Board seeks City Council approval of this resolution to show support of this transaction. The attached Resolution does contemplate the creation of a new 501(c)(3) corporation, authorizes its application for tax-exempt status as a Type 1 supporting organization, authorizes transfer of funds to the new non-profit corporation, reiterates that the transfer of funds, which came from private donations, is reasonable and proper, authorizes termination of the current Trust, and directs the City Manager to negotiate for an Agreement between the City and the new corporation. That Agreement between the City and the new corporation will address a situation that is confusing for all parties, is in accordance with state and federal laws and will ensure proper accountability and oversight of the library funds for public purposes.

City Attorney Carnley answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2025-27 AS PRESENTED.

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

7. ORDINANCES

a. Second Reading

Ordinance No. 3582: An ordinance rezoning property addressed as 1421 W. 8th Avenue from Small Lot Single-Family Residential (RSS) To Two-Family and Multi-Family (RT) District.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3582 AS PRESENTED.

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

Ordinance No. 3583: An ordinance to remove property addressed as 517 S. West Street from the Corridor Redevelopment Area Planning District and zone as Commercial General (CG) District.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3583 AS PRESENTED.

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

8. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.

b. Miscellaneous items from the City Manager:

- City Manager Brady Moore reminded residents that this Thursday, October 23rd, will be the final community Open House for the Envision 2045, Stillwater's Comprehensive Plan. The event will be come-and-go in structure from 5:30-6:30 p.m. on Block 34 in the Simmons Bank Pavilion. City staff and consultants will be able to share updates on future land use, housing, roads, economic development aspects, and much more. City staff looks forward to collecting feedback from our community. The comprehensive plan will be shared with the Planning Commission in November and then with the City Council for review and adoption in December. City staff hopes you can join us on the 23rd and share your thoughts.
- City Manager Brady Moore thanked the many first responders and City staff who worked countless hours to ensure this year's Homecoming festivities were both successful and safe, from Walkaround to the parade and the football game. The City also appreciates our partnership with OSU, from administration, OSU Police, Athletics, to the Alumni Association, and everyone involved. This year marked the 10th anniversary of the parade tragedy, and we took time to honor the lives lost and those forever affected. We are, and will always be, Stillwater Strong.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that LexiCon is back and better than ever. For those who do not know what LexiCon is, it's the Stillwater Cultural District's free mini-comic convention for fans of comic books, science fiction, gaming of all

types, cosplay, anime, and pop culture. Events are scheduled from Thursday, October 23rd through Saturday, October 25th with the main event on Saturday, 10 a.m. to 4 p.m. at multiple locations, including the library and community center. Before the main LexiCon event begins on Saturday, join us at 3 p.m. in the Simmons Bank Pavilion for the release of Shimai Toshi, brewed by Iron Monk in honor of the 40th Anniversary of Stillwater's Sister Cities partnership with Kameoka, Japan.

- Councilor Clark reminded residents that on Saturday, November 1st, the City's Watershed Quality Division will have its bi-annual "Household Hazardous Waste Collection" event. The event will be from 8 a.m. to 1 p.m. at the Convenience Collection Center located at 807 S. Perkins Road. During this event, residents are encouraged to drop off any household pollutants for free. Accepted items include oil-based paints, pesticides, herbicides, household cleaning products, pool chemicals, and more. The Convenience Collection Center will still accept regular trash and recycling that day. Trailers and commercial waste are not allowed.
 - Councilor Hawkins announced that the Downtown Stillwater Halloween Festival is coming up Tuesday, October 28th, from 5 to 8 p.m. on Main Street between 6th and 10th Avenues. Bring the family, dress in your best costume, and enjoy an evening full of fun with vendors, games, food trucks, costume contests, and, of course, Trick-or-Treating in the heart of Downtown Stillwater.
 - Vice Mayor Dzialowski invited residents to celebrate the holidays at Block 34 on Saturday, December 6th from 6:30-8:30 p.m. Come enjoy "Our Holiday Heroes & Drone Shows," visit with Santa, ice skate on Irby Lane, take pictures inside a snow globe, and get some great treats from food vendors. Many thanks to our sponsors Visit Stillwater and the Stillwater Chamber of Commerce for helping us with these great events.
- i. Discussion about scheduling items for future meetings.

9. QUESTIONS & INQUIRIES

None.

10. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE OCTOBER 20, 2025 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The October 20, 2025 regular meeting of the Stillwater City Council adjourned at 5:44 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK



**STILLWATER CITY COUNCIL/SUA/SEDA
2026 MEETING SCHEDULE
Holiday Adjustment

DATE	TIME	PLACE
JANUARY 12, 2026** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JANUARY 26, 2026** (4 th Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
FEBRUARY 9, 2026** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
FEBRUARY 23, 2026** (4 th Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MARCH 9, 2026** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MARCH 23, 2026** (4 th Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
APRIL 6, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
APRIL 20, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MAY 4, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
MAY 18, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JUNE 1, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JUNE 15, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JULY 6, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
JULY 20, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
AUGUST 3, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
AUGUST 17, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
SEPTEMBER 14, 2026** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
SEPTEMBER 28, 2026** (4 th Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
OCTOBER 5, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
OCTOBER 19, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
NOVEMBER 2, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
NOVEMBER 16, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
DECEMBER 7, 2026	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
DECEMBER 14, 2026** (2 nd Monday)	5:30 P.M.	723 SOUTH LEWIS, STILLWATER, OK
Prepared by: Teresa Kadavy, City Clerk		

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	4.c. CC-25-144
Previous/Related Action:	
Background/Issue:	• This request is for acceptance of public water line, paving, stormwater, and sanitary sewer improvements that serve the new final phase of the Frye Farms subdivision (phase 2). • The water line improvements consists of a total of 2,578 linear feet of C900 PVC water line and 4 fire hydrants. In all, 1,634 linear feet of 8 in. pipe and 944 linear feet of 6 in. pipe. • The paving improvements consists of 5,861 square yards of 6 in. pervious concrete, 4,604 linear feet of curb and gutter paving, and 54 square yards of 4 ft. sidewalk. • The stormwater improvements consists of a total of 799 linear feet of reinforced concrete pipe, and 1 manhole. • The sanitary sewer improvements consists of 1,634 linear feet of 8 in. PVC sewer line, and 6 manholes.
Proposal/Solution:	Staff recommends acceptance of all public improvements installed for Frye Farms, Phase 2.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this public infrastructure.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the public improvements for Frye Farms Phase 2.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Maintenance Bond for Paving and Drainage
2. Maintenance Bond for Sanitary Sewer
3. Maintenance Bond for Water Line

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND
Subdivision Name: Frye Farms 2- P&D
Plat Case Number: SUB22-06 / IMP22-10**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, First Water Contracting, LLC, as PRINCIPAL, and United Fire & Casualty Company, a corporate entity organized under the Laws of the State of Iowa and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of ^{Eight Hundred Ninety Nine Thousand} ~~Six Hundred Sixteen & 00/100~~ Dollars (\$^{899,616.00}), 100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

A tract of land situated in the South Half of the Southwest Quarter (S/2 SW/4) of Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian (I.M.), Payne County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4, thence
N00°37'14"W with the Westerly line of said SW/4 a distance of 811.54 feet; thence
N89°22'46"E a distance of 209.69 feet to the POINT OF BEGINNING, same being the Northwest corner of Block Thirteen (13) of FRYE FARMS PHASE I according to the recorded plat thereof; thence, with the Easterly boundary of said FRYE FARMS PHASE I, the following Nine (9) courses:
N00°08'50"E a distance of 75.00 feet;
N45°08'50"E a distance of 35.36 feet;
N00°08'50"E a distance of 50.00 feet;
N44°51'10"W a distance of 35.36 feet;
N00°08'50"E a distance of 150.00 feet;
N45°08'50"E a distance of 35.36 feet;
N00°08'50"E a distance of 50.00 feet;
N89°51'10"W a distance of 80.07 feet;
N00°08'50"E a distance of 100.35 feet to the Northerly line of said S/2 SW/4, same being the Southerly line of PARK VALLEY ADDITION SECTION 1 according to the recorded plat thereof; thence
N89°57'59"E, with said Northerly line, a distance of 1621.79 feet to the Westerly boundary line of that certain parcel conveyed to the Pauline E. Wright Revocable Trust recorded in Book 2375, Page 218; thence, with said parcel, the following Two (2) courses:
S27°16'27"W a distance of 1256.23 feet;
N89°51'10"W a distance of 229.38 feet to the Easterly line of Block Seven (7) in the aforementioned FRYE FARMS PHASE I; thence, with said FRYE FARMS PHASE I, the following Nine (9) courses:
N18°37'15"E a distance of 498.55 feet;
N71°22'45"W a distance of 100.00 feet;
S18°37'15"W a distance of 1.30 feet;
N71°22'45"W a distance of 50.00 feet;

S63°37'15"W a distance of 35.36 feet;
N71°22'45"W a distance of 8.74 feet to the beginning of a curve to the left;
30.59 feet, with the arc of said curve, having a radius of 125.00 feet, subtended by a chord of 30.52 feet which bears N78°23'26"W;
N00°08'50"E a distance of 100.38 feet;
N89°51'10"W a distance of 710.00 feet to the POINT OF BEGINNING.

Said tract contains 925,690 Sq Ft or 21.25 Acres, within the metes recited hereon.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all streets, water, sewer, stormwater and other infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at PO Box 94250, Oklahoma City, OK 73143 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 4th day of November 20 25.

First Water Contracting, LLC
Principal

By: _____

Title _____

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 4th day of November 20 25.

United Fire & Casualty Company

Surety

By: Shelli Samsel

Attorney-in Fact Shelli Samsel

P.O. Box 73909, Cedar Rapids, IA 52407-3909

Mailing Address

surety@unitedfiregroup.com

Claim submission website or email address

(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMIE BURRIS, VAUGHN P. GRAHAM, JR., VAUGHN P. GRAHAM, STEPHEN M. POLEMAN, JOHN K. DEER, THOMAS C. PERRAULT, TRAVIS E. BROWN, DEBORAH L. RAPER, AUSTIN K. GREENHAW, SHELLI SAMSEL, DWIGHT A. PILGRIM, CLAYTON HOWELL, MARK D. NOWELL, JOHN MCCLELLAN, GARY LILES, RANDY D. WEBB, BOBBY JOE YOUNG, AARON WOOLSEY, CAREY L. KENNEMER, KRISTIN LEWIS, JOSHUA BRYAN, BECKY KILLMAN, CALLIE WOODARD, MICHAEL L. SWIFT, PATRICK LEE MANDEVILLE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of October, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

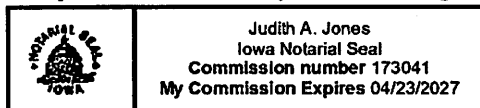
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of October, 2024

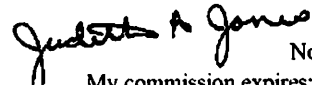
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: 
Vice President

State of Iowa, County of Linn, ss:

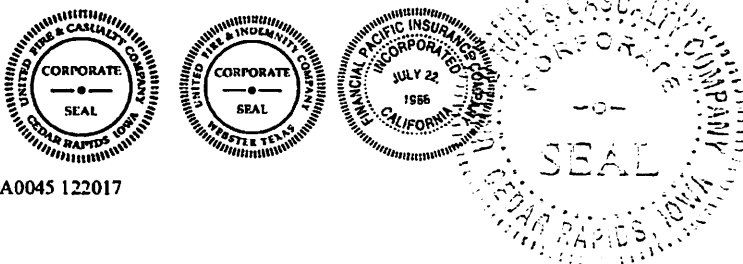
On 23rd day of October, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

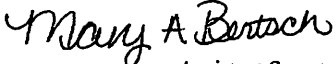



Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 4th day of November, 2025



By: 
Assistant Secretary,
UF&C & UFI & FPIC

BPOA0045 122017

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Frye Farms Phase 2

Plat Case Number: IMP24-02

s/b IMP22-10

RCB0061010

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, 4M Trenching, LLC, as PRINCIPAL, and RLI Insurance Company, a corporate entity organized under the Laws of the State of Illinois and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of Two Hundred Ninety Six Thousand Eighty Four & 25/100 -- Dollars (\$296,084.25), 100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

A tract of land situate within South Half (S/2) of the Southwest Quarter (SW/4) of Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian (I.M.), Payne County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4, thence
N 00° 37' 14" W along the West line of said SW/4 a distance of 811.54 feet; thence
N 89° 22' 46" E a distance of 209.69 feet to the POINT OF BEGINNING; thence

N 00° 08' 50" E a distance of 75.00 feet; thence
N 45° 08' 50" E a distance of 35.36 feet; thence
N 00° 08' 50" E a distance of 50.00 feet; thence
N 44° 51' 10" W a distance of 35.36 feet; thence
N 00° 08' 50" E a distance of 150.00 feet; thence
N 45° 08' 50" E a distance of 35.36 feet; thence
N 00° 08' 50" E a distance of 50.00 feet; thence
N 89° 51' 10" W a distance of 80.07 feet; thence
N 00° 08' 50" E a distance of 100.35 feet to a point on the North line of said S/2; thence
N 89° 57' 59" E along the North line of said S/2 a distance of 1621.79 feet; thence
S 27° 16' 27" W a distance of 1256.23 feet; thence
N 89° 51' 10" W a distance of 229.38 feet; thence
N 18° 37' 15" W a distance of 498.55 feet; thence
N 71° 22' 45" W a distance of 100.00 feet; thence
S 18° 37' 15" W a distance of 1.3 feet; thence
N 71° 22' 45" W a distance of 50.00 feet; thence
S 63° 37' 15" W a distance of 35.36 feet; thence
N 71° 22' 45" W a distance of 8.74 feet to a point of curvature to the left; thence
30.59 feet along the arc of said curve having a radius of 125.00 feet, subtended by
a chord of 30.52 feet which bears N 78° 23' 26" W; thence
N 00° 08' 50" E a distance of 100.38 feet; thence
N 89° 51' 10" W a distance of 710.00 feet to the POINT OF BEGINNING

Said tract contains 925,690 Sq Ft of 21.25 Acres, more or less.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all sewer related infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 4912 Bishop Drive Oklahoma City OK 73128 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

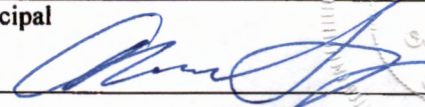
NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 4th day of November 20 25.

4M Trenching, LLC

Principal

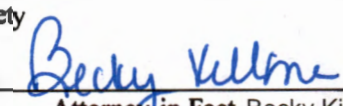
By: 

Title Estimator / PM

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 4th day of November 20 25.

RLI Insurance Company

Surety

By: 

Attorney-in Fact Becky Killman

9401 Cedar Lake Ave Oklahoma City, OK 73114

Mailing Address

New.Claim@rlcorp.com

Claim submission website or email address

(Accompany this Bond with Surety Power of Attorney.)

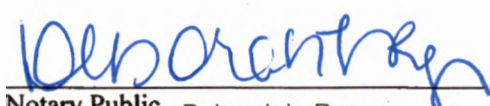
ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of November, 2025, personally appeared Becky Killman, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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




Notary Public Deborah L. Raper

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford,
Shelli R. Samsel, Dwight A. Pilgrim, Vicki Wilson, Clayton Howell, Austin Greenhaw, Gary Liles, Randy D. Webb, Bobby Joe Young,
Aaron Woolsey, Carey L. Kennemer, Joshua Bryan, Becky Killman, jointly or severally

in the City of Tulsa, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of January, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 2nd day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of November, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick Corporate Secretary

By: Jill A. Scott Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Frye Farms Phase 2

Plat Case Number: IMP24-02

s/b IMP22-10

Bond No. RCB0061011

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, 4M Trenching, LLC, as PRINCIPAL, and
RLI Insurance Company, a corporate entity organized under the Laws of the
State of Illinois and authorized and licensed to do business within the State of
Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a
Municipal Corporation hereinafter called CITY, in the sum of Three Hundred Sixteen Thousand
Four Hundred Thirty One & 32/100 -- Dollars (\$ 316,431.32),
100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be
made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, by these presents.

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

A tract of land situate within South Half (S/2) of the Southwest Quarter (SW/4) of Section Twenty-
Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian (I.M.),
Payne County, Oklahoma, said tract being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4, thence
N 00° 37' 14" W along the West line of said SW/4 a distance of 811.54 feet; thence
N 89° 22' 46" E a distance of 209.69 feet to the POINT OF BEGINNING; thence

N 00° 08' 50" E a distance of 75.00 feet; thence
N 45° 08' 50" E a distance of 35.36 feet; thence
N 00° 08' 50" E a distance of 50.00 feet; thence
N 44° 51' 10" W a distance of 35.36 feet; thence
N 00° 08' 50" E a distance of 150.00 feet; thence
N 45° 08' 50" E a distance of 35.36 feet; thence
N 00° 08' 50" E a distance of 50.00 feet; thence
N 89° 51' 10" W a distance of 80.07 feet; thence
N 00° 08' 50" E a distance of 100.35 feet to a point on the North line of said S/2; thence
N 89° 57' 59" E along the North line of said S/2 a distance of 1621.79 feet; thence
S 27° 16' 27" W a distance of 1256.23 feet; thence
N 89° 51' 10" W a distance of 229.38 feet; thence
N 18° 37' 15" W a distance of 498.55 feet; thence
N 71° 22' 45" W a distance of 100.00 feet; thence
S 18° 37' 15" W a distance of 1.3 feet; thence
N 71° 22' 45" W a distance of 50.00 feet; thence
S 63° 37' 15" W a distance of 35.36 feet; thence
N 71° 22' 45" W a distance of 8.74 feet to a point of curvature to the left; thence
30.59 feet along the arc of said curve having a radius of 125.00 feet, subtended by
a chord of 30.52 feet which bears N 78° 23' 26" W; thence
N 00° 08' 50" E a distance of 100.38 feet; thence
N 89° 51' 10" W a distance of 710.00 feet to the POINT OF BEGINNING

Said tract contains 925,690 Sq Ft of 21.25 Acres, more or less.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all water related infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 4912 Bishop Drive Oklahoma City OK 73128 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

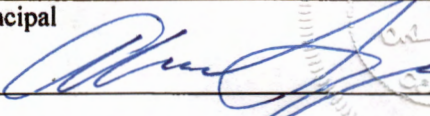
NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 4th day of November 20 25.

4M Trenching, LLC

Principal

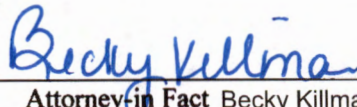
By: 

Title Estimator/ PM

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 4th day of November 20 25.

RLI Insurance Company

Surety

By: 

Attorney-in Fact Becky Killman

9401 Cedar Lake Ave Oklahoma City, OK 73114

Mailing Address

New.Claim@rlcorp.com

Claim submission website or email address

(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of November, 20 25 personally appeared Becky Killman, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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




Notary Public Deborah L. Raper

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford,
Shelli R. Samsel, Dwight A. Pilgrim, Vicki Wilson, Clayton Howell, Austin Greenhaw, Gary Liles, Randy D. Webb, Bobby Joe Young,
Aaron Woolsey, Carey L. Kennemer, Joshua Bryan, Becky Killman, jointly or severally

in the City of Tulsa, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 2nd day of January, 2024.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 2nd day of January, 2024, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of November, 2025.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Dick Corporate Secretary

By: Jill A. Scott Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	4.d. CC-25-145
Previous/Related Action:	
Background/Issue:	• The applicant requests consideration and acceptance of the left-turn lane that was built to serve both the Frye Farms and Park Valley subdivisions. • A traffic impact analysis was submitted to support the Frye Farms and Park Valley residential developments. The analysis recommended installation of a left turn lane on Western Road to be used by southbound vehicles accessing the neighborhoods. • The paving improvements for this turn lane consist of 2,758 square yards of asphalt paving, 100 linear feet of curb and gutter, 2,730 linear feet of edge drain, 304 linear feet of reinforced concrete paving, and striping.
Proposal/Solution:	Staff recommends acceptance of the
Financial Source/Impact:	There is no additional financial impact from the acceptance of this public infrastructure.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the Western Road left-turn lane paving improvements serving the Frye Farms and Park Valley subdivisions.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Maintenance Bond

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**
Subdivision Name: Frye Farms 2- Left Turn Lane
Plat Case Number: IMP24-02

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, First Water Contracting, LLC, as PRINCIPAL, and United Fire & Casualty Company, a corporate entity organized under the Laws of the State of Iowa and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of Eight Hundred Twenty Thousand Dollars (\$820,000), 100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

N/A

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all streets, water, sewer, stormwater and other infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at P.O. Box 94250 Oklahoma City, OK 73143 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 4th day of November 2025.

First Water Contracting, LLC
Principal

By: _____

Title _____

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 4th day of November 2025.

United Fire & Casualty Company

Surety

By: Shelli Samsel
Attorney-in Fact Shelli Samsel

P.O. Box 73909, Cedar Rapids, IA 52407-3909

Mailing Address

surety@unitedfiregroup.com

Claim submission website or email address

(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF _____, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20__, personally appeared _____, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMIE BURRIS, VAUGHN P. GRAHAM, JR., VAUGHN P. GRAHAM, STEPHEN M. POLEMAN, JOHN K. DEER, THOMAS C. PERRAULT, TRAVIS E. BROWN, DEBORAH L. RAPER, AUSTIN K. GREENHAW, SHELLI SAMSEL, DWIGHT A. PILGRIM, CLAYTON HOWELL, MARK D. NOWELL, JOHN MCCLELLAN, GARY LILES, RANDY D. WEBB, BOBBY JOE YOUNG, AARON WOOLSEY, CAREY L. KENNEMER, KRISTIN LEWIS, JOSHUA BRYAN, BECKY KILLMAN, CALLIE WOODARD, MICHAEL L. SWIFT, PATRICK LEE MANDEVILLE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 23rd day of October, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

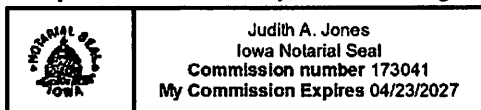
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 23rd day of October, 2024

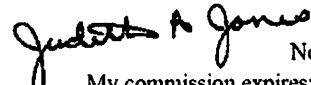
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: 
Vice President

State of Iowa, County of Linn, ss:

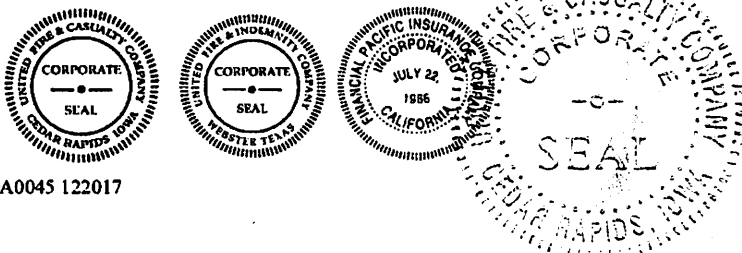
On 23rd day of October, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

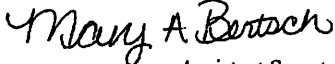



Notary Public
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 4th day of November 20 25



By: 
Assistant Secretary,
UF&C & UF&I & FPIC

BPOA0045 122017

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	4.e. CC-25-146
Previous/Related Action:	
Background/Issue:	• OKC L Dev, LLC. owns property near the northeast corner of South Western Road and East 32nd Avenue known as The Frye Farms subdivision. • The applicant requests consideration and approval of the final plat for phase 2 of Frye Farms. Phase 2 proposes 77 single-family residential lots, and three (3) outlots. • This is the final phase of the Frye Farms subdivision.
Proposal/Solution:	On August 19, 2025 Planning Commission recommended approval of the final plat for Frye Farms Phase 2 with a vote of 4-0.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this final plat.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the Planning Commission's recommendation and approve the final plat for Frye Farms Phase 2.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Frye Farms, Ph. 2 Final Plat
2. Area Map
3. Planning Commission Meeting Summary

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That OKC L Dev., LLC, an Oklahoma limited liability company, does hereby certify that they are the owners of and the only persons, firms or corporation having any rights, title, or interest in and to the land shown on the annexed plat and that they have caused the same to be surveyed and platted, and that they hereby dedicate all the street rights-of-way and easements shown hereon to the public, for the purposes of streets, utilities, and drainage, for their heirs, executors, administrators, successors, and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this ____ day of _____, _____. Covenants, reservations, and restrictions for this addition are contained in a separate instrument.

OKC L Dev., LLC
an Oklahoma limited liability company

By: Lennar Homes of Oklahoma, LLC, a
Delaware limited liability company, its Agent
under that certain Power of Attorney, dated
effective February 21, 2025

By: U.S. Home, LLC,
a Delaware limited liability company
its general partner

By: _____
Name: _____
Title: _____

STATE OF ARKANSAS)
)SS:
COUNTY OF)

Before me, the undersigned Notary Public, in and for said County and State on this ____ day of _____, _____, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:

NOTARY PUBLIC, # _____

LEGAL DESCRIPTION

A tract of land situated within South Half (S/2) of the Southwest Quarter (SW/4) of Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian (I.M.), Payne County, Oklahoma, said tract being more particularly described as follows:

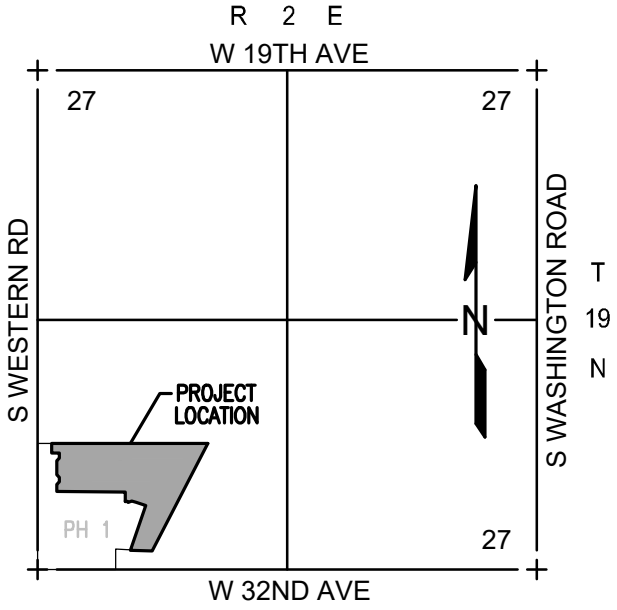
COMMENCING at the Southwest corner of said SW/4, thence
N00°37'14"W along the West line of said SW/4 a distance of 811.54 feet; thence
N89°22'46"E a distance of 209.69 feet to the POINT OF BEGINNING; thence

N00°08'50"E a distance of 75.00 feet; thence
N45°08'50"E a distance of 35.36 feet; thence
N00°08'50"E a distance of 50.00 feet; thence
N44°51'10"W a distance of 35.36 feet; thence
N00°08'50"E a distance of 150.00 feet; thence
N45°08'50"E a distance of 35.36 feet; thence
N00°08'50"E a distance of 50.00 feet; thence
N89°51'10"W a distance of 80.07 feet; thence
N00°08'50"E a distance of 100.35 feet to a point on the North line of said S/2; thence
N89°57'59"E along the North line of said S/2 a distance of 1621.79 feet; thence
S27°16'27"W a distance of 1256.23 feet; thence
N89°51'10"W a distance of 229.38 feet; thence
N18°37'15"E a distance of 498.55 feet; thence
N71°22'45"W a distance of 100.00 feet; thence
S18°37'15"W a distance of 1.30 feet; thence
N71°22'45"W a distance of 50.00 feet; thence

S63°37'15"W a distance of 35.36 feet; thence
N71°22'45"W a distance of 8.74 feet to a point of curvature to the left; thence
30.59 feet along the arc of said curve having a radius of 125.00 feet, subtended by
a chord of 30.52 feet which bears N78°23'26"W; thence
N00°08'50"E a distance of 100.38 feet; thence
N89°51'10"W a distance of 710.00 feet to the POINT OF BEGINNING.

Said tract contains 925,690 Sq Ft or 21.25 Acres, more or less.

FINAL PLAT
OF
FRYE FARMS
PHASE 2
A PART OF THE SW/4 OF SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawful bonded abstractor of titles, in and for the County of PAYNE, State of OKLAHOMA, hereby certifies that the records of said county show that the title to the land on the annexed plat is vested in OKC L Dev., LLC, an Oklahoma limited liability company, that on the ____ day of _____, _____ there are no actions pending or judgements of any nature in any court or on file with the clerk of any court in said county and state against said land, or the owners thereof, and that the taxes are paid for the year _____, and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any one person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

IN WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this ____ day of _____, _____.
OKLAHOMA ABSTRACT & TITLE COMPANY

ABSTRACTOR

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of PAYNE COUNTY, STATE OF OKLAHOMA, that the tax records of said County show all taxes are paid for the year _____, and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of the county treasurer, guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the CITY of _____, OKLAHOMA, this ____ day of _____, _____.

COUNTY TREASURER

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

Be it resolved by the Council of the CITY of STILLWATER, OKLAHOMA, that the dedications shown on the annexed plat are hereby accepted, adopted by the Council of the CITY of STILLWATER, OKLAHOMA, this ____ day of _____, _____.

CITY CLERK

MAYOR

ATTEST:

CITY CLERK

MAYOR

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the CITY of STILLWATER, STATE of OKLAHOMA, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessment have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this ____ day of _____, _____.

CITY CLERK

NOTES

- This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.
- Monuments shall be as follows:
Magnetic Nail with Washer stamped "CTA CA973" for all Paved Surfaces or
3/8" Iron Rod with a Plastic Cap stamped "CTA CA973"
- Maintenance of the Common Areas and Islands/Medians in Public Rights-of-Way shall be the responsibility of the Property Owners and/or Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within the drainage related common areas and/or drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.
- A sidewalk is required on each lot where it abuts a local and/or a collector street. The sidewalk is required at the Building Permit Stage and must be installed prior to the issuance of a Certificate of Occupancy from the City of Stillwater for the applicable lot.
- Two 1½ inch caliper trees, or one 3-inch caliper tree, shall be planted in the front yard of all lots where the garage extends beyond the front wall of a residence, towards the street Right-of-Way.
- Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.

LAND SURVEYOR'S CERTIFICATE

I, LEE ALLEN SCHROEDER, do hereby certify that I am a LICENSED PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown.

LEE ALLEN SCHROEDER, PLS 1502

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State on this ____ day of _____, _____, personally appeared LEE ALLEN SCHROEDER, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:
February 06, 2027

NOTARY PUBLIC, #23001735

CITY PLANNING COMMISSION APPROVAL

I, _____, Planning Chair of the City of Stillwater, do certify that the Stillwater Planning Commission duly approved this plat on the ____ day of _____, _____.

CHAIR OF PLANNING COMMISSION

Owner's Notary
Seal

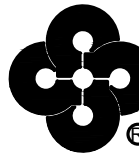
County Treasurer's
Seal

Bonded Abstractor's
Seal

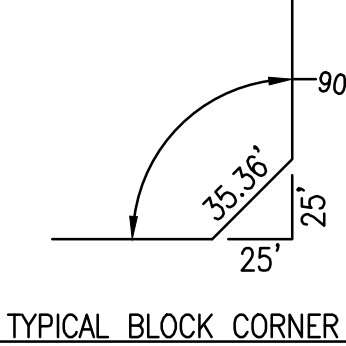
City Clerk
Seal

Land Surveyor's
Seal

Surveyor's Notary
Seal

FINAL PLAT FRYE FARMS PHASE 2	
 Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com	SHEET NO.: 1 OF 2 DATE: 06/18/25 PROJECT NO.: 20614600
CERTIFICATE OF AUTHORIZATION CA 973 (PESS) EXPIRES 6/30/2026	

SUB22-06 Rec'd 06.18.2025

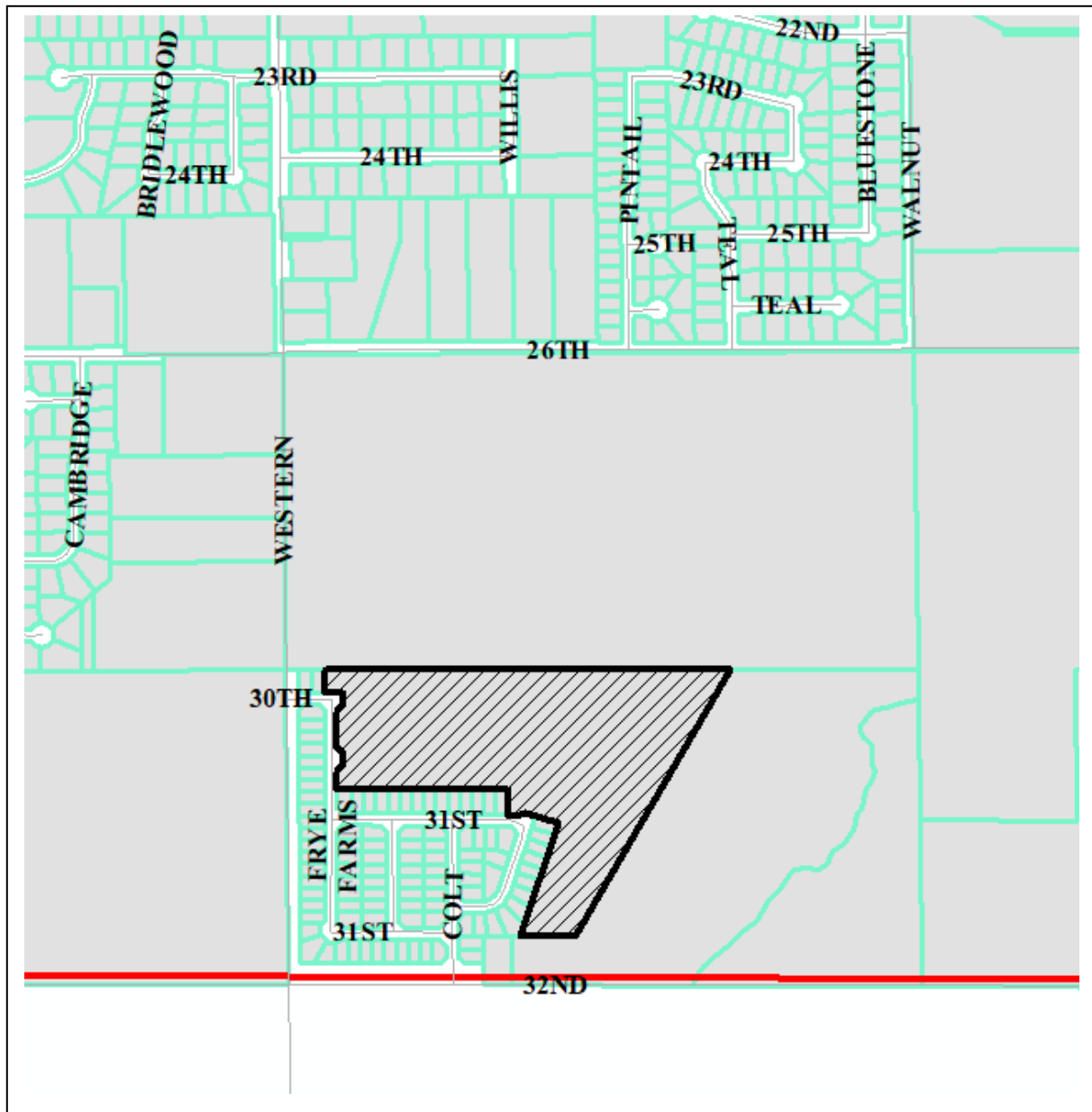


CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	30.59'	125.00'	01°40'122"	N78° 23' 26"W	30.52'
C2	24.18'	75.00'	01°28'2825"	N09° 23' 03"E	24.08'
C3	32.24'	100.00'	01°28'2825"	N09° 36' 57"E	32.10'
C4	40.30'	125.00'	01°28'2825"	N09° 23' 03"E	40.13'
C5	40.30'	125.00'	01°28'2825"	S80° 36' 57"E	40.13'
C6	32.24'	100.00'	01°28'2825"	S80° 36' 57"E	32.10'
C7	24.18'	75.00'	01°28'2825"	S80° 36' 57"E	24.08'

P.O.B.	POINT OF BEGINNING
EX.	EXISTING
R/W	RIGHT-OF-WAY
BL	BUILDING LIMIT LINE
UE	UTILITY EASEMENT
DE	DRAINAGE EASEMENT
PDE	PRIVATE DRAINAGE EASEMENT
(NR)	NONRADIAL LINE

1. This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.
2. Monuments shall be as follows:
Magnetic Nail with Washer stamped "CTA CA973" for all Paved Surfaces or
3/8" Iron Rod with a Plastic Cap stamped "CTA CA973"
3. Maintenance of the Common Areas and Islands/Medians in Public Rights-of-Way shall be the responsibility of the Property Owners and/or Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within the drainage related common areas and/or drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.
4. A sidewalk is required on each lot where it abuts a local and/or a collector street. The sidewalk is required at the Building Permit Stage and must be installed prior to the issuance of a Certificate of Occupancy from the City of Stillwater for the applicable lot.
5. Two 1½ inch caliper trees, or one 3-inch caliper tree, shall be planted in the front yard of all lots where the garage extends beyond the front wall of a residence, towards the street Right-of-Way.
6. Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.

FINAL PLAT FRYE FARMS PHASE 2	
300 Pointe Parkway Blvd. Tulsa, Oklahoma 74399	SHEET NO.: 2 OF 2 DATE: 06/18/25 PROJECT NO.: 20614600
 Crafton Tull architecture engineering surveying 405.787.6270 405.787.6276 www.craftontull.com	
CERTIFICATE OF AUTHORIZATION: CA 973 (PEAS) EXPIRES 6/30/2026	



The City of
Stillwater
 OKLAHOMA

Project Type: Final Plat (SUB22-06)
Request: 80 lot residential Final Plat Frye Farms, Phase 2
Address: Part of 1998 W 32nd Ave

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.

2. GENERAL ORDERS

- a. FINAL PLAT (SUB22-06), consideration, discussion and possible action, including approval or denial of a final plat for Frye Farms, Phase 2 on a portion of property addressed as 1998 W. 32nd Avenue in the Small Lot Single-Family Residential (RSS) district.

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

Commissioner Prather asked how many homes in total were platted between 26th Avenue and 32nd Avenue with the addition of this phase; Mr. Bibelheimer did not have an exact number but estimated over 400 homes.

Chair Phillips asks if there are any additional questions for staff; none respond. Chair Phillips asks if the applicant was present or would like to speak; none respond. Chair Phillips invites staff to present findings and alternatives.

Mr. Bibelheimer presents staff findings and alternatives, which are:

Findings:

1. The proposed final plat meets the subdivision and zoning requirements, and conforms to the preliminary plat.
2. The C3 Plan recommends low density uses at this location.
3. The proposed density is within the RSS zoning requirements.

Alternatives:

1. Accept findings and approve the proposed final plat as presented.
2. Reject findings and deny the proposed final plat as presented.
3. Find that additional information or discussion is needed prior to making a decision and table the request to a certain date noting that action must be taken within 60 days of the public

hearing.

Staff's recommendation is Alternative 1 which is to approve the proposed final plat as presented.

Commissioner Peters moves to approve the final plat as presented Vice Chair Williams seconds.

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

Time: 3 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	4.f. CC-25-147
Previous/Related Action:	
Background/Issue:	• Stanlee David and Lindsey Nicole Cannata, and Hattie Sharlene Brien own properties on North Grandview Street in the Eastridge Subdivision, 2nd Section . • This request is for acceptance of two streetlight easements located on the two properties to illuminate this section of street. • Both the Cannatas & Brien street light easement dedications consists of 625 square feet each (.014 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of both the street light easements.
Financial Source/Impact:	There is no additional financial impact from the acceptance of these easements.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the street light easements.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Esmt Cannata 2122 N. Grandview _ Streetlight Esmt
2. Esmt Brien 2024 N. Grandview _ Streetlight Esmt

Return to:
113 E 8th Avenue
Stillwater, Ok.

STREETLIGHT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Stanlee David Cannata AND Lindsey Nicole ~~Webb~~ ^{Cannata}, (husband & wife), certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

LOT 12 BLOCK 5 OF THE EASTRIDGE 2ND SECTION ACCORDING TO THE
PLAT THEREOF.

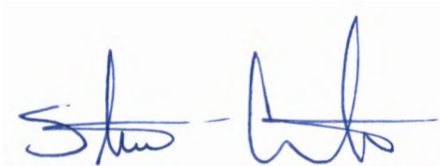
and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal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

NORTH 5 FEET OF SAID LOT 12.

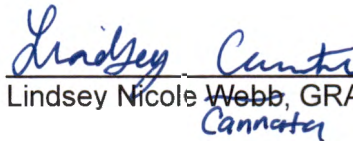
The easement contains 625 square feet or 0.014 acres more or less and is subject to all recorded easements and rights of way thereof.

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

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



Stanlee David Cannata, GRANTOR

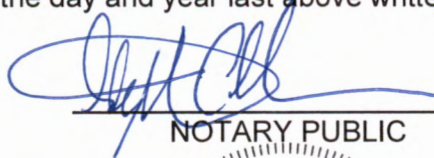


Lindsey Nicole Webb, GRANTOR

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 17TH day of OCTOBER, 2025, personally appeared, Stanlee D. Cannata AND Lindsey N. Webb, (husband & wife), to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



NOTARY PUBLIC

My Commission Expires: 11/09/2026
My Commission Number: 18011428
(SEAL) EXPIRES



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

Return to:
113 E 8th Avenue
Stillwater, Ok.

STREETLIGHT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Hattie Sharlene Brien, individual, certifies that she own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

LOT 24 BLOCK 5 THE EASTRIDGE 2ND SECTION ACCORDING TO THE PLAT THEREOF.

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

NORTH 5 FEET OF SAID LOT 24.

The easement contains 625 square feet or 0.014 acres more or less and is subject to all recorded easements and rights of way thereof.

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

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

Hattie Sharlene Brien
Hattie Sharlene Brien, GRANTOR

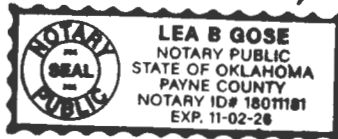
STATE OF OKLAHOMA)
) ss.
COUNTY OF)

Before me, a Notary Public in and for said County and State on this 15 day of October, 2025, personally appeared to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 11/26
My Commission Number:
(SEAL) 18011181



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	4.g. CC-25-148
Previous/Related Action:	CC-24-142
Background/Issue:	This report and attached Capital Improvement Program (CIP) is part of the required planning and programming to fund capital projects identified by the sponsor for maintenance and development of the airport. The CIP is updated annually to present funding needs to the Federal Aviation Administration (FAA). The CIP is a planning tool and does not guarantee funding support. City match funding is not required until each project is considered by City Council for approval to apply for applicable grants.
Proposal/Solution:	This CIP, as planned with the FAA, provides for the federal, state, and local funding sources for primary airport projects under consideration. Ongoing coordination and communication with the FAA continues for terminal development and funding needs, as well as future project development needs.
Financial Source/Impact:	Funding of CIP projects is contingent upon approval by the FAA and City Council and Oklahoma Department of Aerospace and Aeronautics (ODAA) when applicable. City match of 5%-10% is anticipated for these proposed projects.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends approval of the Stillwater Regional Airport Capital Improvement Plan (CIP) and subsequent submission to the Federal Aviation Administration (FAA).
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. CIP 6 Year NonHub and GA Tool SWO 2026

5 Year Capital Improvement Plan (CIP)

Airport Name (Loc ID), ST: Stillwater Regional Airport (SWO), OK

CIP START YEAR: **2026**

	2023 NPE (Expires FY26)	\$10,125	2023 AIG (Expires FY26)	Federal Share	90%
	2024 NPE (Expires FY27)		2024 AIG (Expires FY27)		
	2025 NPE (Expires FY28)	\$693,577	2025 AIG (Expires FY28)		
\$1,321,291	2026 NPE (Expires FY29)	\$1,300,000	2026 AIG (for planning through 2026)		

Version: Oct 2025

Fed FY	Available		Funding Source	Data Sheet - Project Component/Phase	Estimated Cost	Funding Plan				
	NPE	AIG				NPE	AIG	Additional AIP	Other	Match
2026	\$1,321,291	\$2,003,702	AIP	Construct Terminal- South Parking and Lighting	\$1,375,495	\$1,306,720				\$68,775
			State	Construct Terminal- North Triangle Parking	\$700,000			\$665,000	\$35,000	
			BIL	TWY A/E and RWY 17/35 Pavement and Drainage Rehab	\$985,245		\$935,982		\$49,262	
	Total = \$3,324,993									
	\$14,571	\$1,067,720	Remaining Funds 2026 Annual Subtotals:		\$3,060,740	\$1,306,720	\$935,982		\$665,000	\$153,037
2027	\$1,335,862	\$1,067,720	BIL	Design ATCT (30% Design + reimburse eligible % of EA)	\$650,000		\$585,000			\$32,500
	Total = \$2,403,582									
	\$1,335,862	\$482,720	Remaining Funds 2027 Annual Subtotals:		\$650,000		\$585,000			\$32,500
2028	\$2,657,153	\$482,720	AIP	Design ATCT (100% Design)	\$1,200,000	\$1,080,000				\$120,000
	Total = \$3,139,873									
	\$1,577,153	\$482,720	Remaining Funds 2028 Annual Subtotals:		\$1,200,000	\$1,080,000				\$120,000
2029	\$2,898,444	\$482,720	Other	Construct ATCT (Competitive FCT - 100% funded)	\$15,049,090				\$15,049,090	
	Total = \$3,381,164									
	\$2,898,444	\$482,720	Remaining Funds 2029 Annual Subtotals:		\$15,049,090				\$15,049,090	
2030	\$4,219,735	\$482,720	AIP	Design Colocated ARFF/SRE Facility	\$1,100,000	\$990,000				\$110,000
	Total = \$4,702,455									
	\$3,229,735	\$482,720	Remaining Funds 2030 Annual Subtotals:		\$1,100,000	\$990,000				\$110,000
2031	\$4,551,026		AIP	Construct Colocated ARFF/SRE Facility Phase 1	\$3,500,000	\$3,150,000				\$350,000
	Total = \$4,551,026									
	\$1,401,026		Remaining Funds 2031 Annual Subtotals:		\$3,500,000	\$3,150,000				\$350,000
6 Year CIP Totals:					\$24,559,830	\$6,526,720	\$1,520,982		\$15,714,090	\$765,537

Sponsor Name & Title: Kellie Reed, Airport Director

Date: 10/29/25

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	7.a. CC-25-149
Previous/Related Action:	October 7th, 2025 Planning Commission Report
Background/Issue:	The subject property is located east of Western Road, and one half of a mile north of 19th Avenue. The property is platted as Lot 7, Fountain Square Addition and currently vacant. The applicant requests review and approval of a Specific Use Permit to allow Health Care and Social Assistance at the property addressed as 1525 S Western Road. The property is zoned Commercial Shopping (CS), and Health Care and Social Assistance services are allowed with a specific use permit in the CS district. The applicant is requesting to construct a new Kidney Dialysis Treatment Clinic, as shown on the attached exhibit.
Proposal/Solution:	Planning Commission recommended approval of the SUP with a 4-0 vote.
Financial Source/Impact:	None
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Specific Use Permit for the property addressed as 1525 S Western Road.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

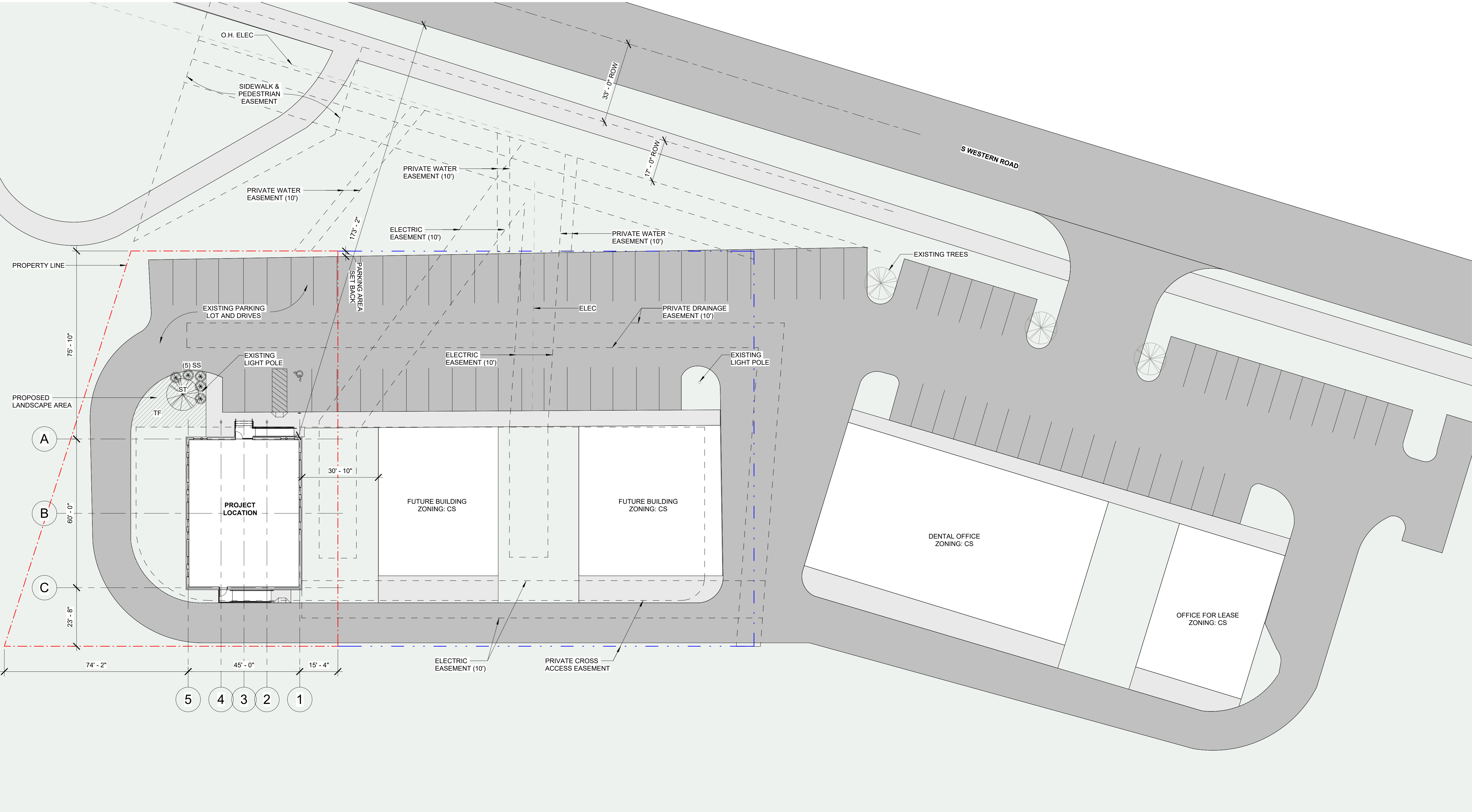
1. Area Map
2. Exhibit
3. Planning Commission Meeting Summary



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Specific Use Permit (SUP25-04)
Request: Health Care & Social Assistance in the Commercial Shopping (CS) District.
Address: 1525 S. Western Road

6/19/2025 12:47:19 PM



ZONING:
ZONING TYPE CS
ZONING TYPE DESC COMMERCIAL SHOPPING
ZONING PZ 16-2089
PARCEL ID 19N02E-22-3-SF412-000-0007

SIGNAGE AND SPECIALTY FEATURES:
• NO MONUMENT SIGNS
• BUILDING SIGNAGE AND EXTERIOR LIGHTING ON THE WEST SIDE OF THE BUILDING
• EXTERIOR LIGHTING ON THE EAST SIDE OF THE BUILDING
• NO FENCING
• NO RESIDENTIAL DWELLING UNITS

LANDSCAPING:
THE ENTIRE SITE IS WITHIN A 100 YEAR FLOODPLAIN AND THEREFORE, THE DEVELOPED PORTION OF THE LOT SHALL BE CONSIDERED THE ENTIRE PIECE OF PROPERTY BEING DEVELOPED.
• PROPERTY BEYOND ANY NORMAL SETBACK REQUIREMENTS WHICH LIES WITHIN A 100-YEAR FLOODPLAIN, OR OTHER DRAINAGE CHANNELS, AND WHICH WILL NOT BE FUNCTIONING AS PART OF THE DETENTION OR COMPENSATORY REQUIREMENTS OF THE SITE, MAY BE DESIGNATED, IN WHOLE OR IN PART, AS PART OF THE DEVELOPED AREA BY THE APPLICANT PROVIDED THAT A SUFFICIENT AMOUNT OF LANDSCAPE AREA IS DISTRIBUTED ACROSS THE ENTIRE SITE. BECAUSE EACH SITE WILL BE DIFFERENT, IT WILL BE UP TO THE APPLICANT AND STAFF TO AGREE ON WHAT IS SUFFICIENT IN A GIVEN CASE. IN GENERAL, STAFF WILL BE LOOKING TO SEE THAT THE INTENT OF THIS CHAPTER IS BEING MET AND THAT LANDSCAPING WILL NOT BE CONCENTRATED AWAY FROM PUBLIC PORTIONS OF THE SITE. WHEN AN AGREEMENT CANNOT BE REACHED, THE PLANNING COMMISSION SHALL MAKE THE FINAL DETERMINATION.

1 SITE PLAN
1" = 20'-0"

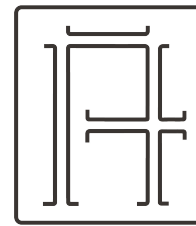
PROJECT NAME:
KIDNEY SPECIALISTS OF CENTRAL OKLAHOMA
PROJECT NO:
25011
STATUS:
CONSTRUCTION DOCUMENTS

KEYED NOTES
KEY NOTE

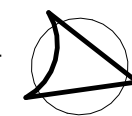


REVISIONS		
NO.	DESCRIPTION	DATE
01	CONSTRUCTION DOCUMENTS	5/12/25
02	SPECIAL USE PERMIT	6/19/25

ARCHITECT:
AVERY SLAVIN COPELAND
PRINCIPAL | STUDIO A, LLC



CLIENT:
KIDNEY SPECIALISTS OF CENTRAL OKLAHOMA
LOCATION:
1525 S WESTERN RD STILLWATER, OK 74074



DRAWING NAME:
SITE PLAN
DRAWING SCALE: 1" = 20'-0"
JOB NO: 25011
SHEET SIZE: 24" X 36"
DATE: 6/13/25
DRAWN BY: AS
REVISION: 02
A090

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF OCTOBER 7TH, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED October 3rd, 2025 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

Jana Phillips, Chair
Riley Williams, Vice Chair
Mike Shanahan, Member
David Peters, Member

STAFF PRESENT

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

MEMBERS ABSENT

Mark Prather, Member

Staff Absent

David Barth, Development Services Director

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting to order at 5:30 pm and explains the proceedings for the evening.

3. PUBLIC HEARING

- a. Receive public comment regarding a request for a Specific Use Permit (SUP25-04) to operate a Health Care & Social Assistance facility in the Commercial Shopping (CS) zoning district at property addressed as 1525 S. Western Road

Henry Bibelheimer, Senior Planner, presents the item.

Chair Phillips inquires what zoning would allow this by right and would this lot meet required parking. Mr. Bibelheimer and Joshua Brown, Development Coordinator, specifies parking is based on building square footage and will be verified at building permit; that no variances are granted by this SUP; building design can adjust to meet parking and there is a dental/eye office to the north; and they used a similar pathway of a specific use permit for the CS district.

Chair Phillips invites the applicant forward to present.

Mr. Jason Grayson, applicant, 3545 Valley Creek Rd. Edmond Ok., comes to speak on the following:

- Proposing a home dialysis training facility operated/owned by physicians.
- Patients will be trained to perform dialysis at home, reducing thrice-weekly travel to a dialysis center.

Chair Phillips opens the public hearing and asks if anyone wishes to speak in favor of the item; none respond. Chair Phillips asks if anyone would like to speak in opposition to the item; none respond. Chair Phillips closes the public hearing and invites staff to present findings and alternatives.

Mr. Bibelheimer presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows Health Care and Social Assistance in the RSS District with a specific use permit.
2. The proposed Kidney Dialysis Treatment Clinic aligns with the Comprehensive Plan, which calls for Commercial uses at the subject property location.

Alternatives:

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

Staff recommends Alternative 1.

Commissioner Peters motions to accept findings and recommend City Council approve the Specific Use Permit as presented. Commissioner Shanahan seconds.

Chair Phillips noted personal experience with dialysis and expressed support for the service.

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

Time: 7 minutes

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	7.b. CC-25-150
Previous/Related Action:	October 7th, 2025 Planning Commission Report
Background/Issue:	Currently, Unit (Condominium) Ownership is defined as a use in the Land Development Code, and allowed by right only in the Commercial Business (CB) zoning district. This proposed text amendment moves the definition of unit ownership from the use category definitions (Sec. 23-96) to the general definitions (Sec. 23-7) and removes unit ownership as a use category. The Land Development Code (code) defines a variety of commercial, industrial, and residential uses, and allows these uses in zoning districts where these uses are appropriate. The code does not generally distinguish ownership type (owning, renting, or unit ownership), as the type of ownership does not change the use of the building. Section 23-318, unit (condominium) ownership conveyance documents, is not being amended. This section requires: Documents containing declarations establishing and conveying unit ownership in accordance with 60 O.S. §§ 514 and 516 shall be submitted to the Development Services Director for review and approval. Once approved, such documents shall be filed of record in the office of the county clerk in accordance with said statutes. This means that to establish unit ownership for an existing or proposed development, documents are required to be submitted to the Development Services Director that show that the unit ownership was established appropriately and follows all state laws. The proposed text amendment allows unit (condominium) ownership throughout the city. Documents will still be required to be submitted to the City to ensure that all state laws are being followed. The location of a development that utilizes unit ownership will not be limited by the zoning district.
Proposal/Solution:	Planning Commission recommended approval of the text 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 text amendment as presented.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Planning Commission Meeting Summary
2. DRAFT Unit Ownership Ordinance

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF OCTOBER 7TH, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED October 3rd, 2025 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

Jana Phillips, Chair
Riley Williams, Vice Chair
Mike Shanahan, Member
David Peters, Member

STAFF PRESENT

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

MEMBERS ABSENT

Mark Prather, Member

Staff Absent

David Barth, Development Services Director

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting to order at 5:30 pm and explains the proceedings for the evening.

3. PUBLIC HEARING

- e. Receive public comment regarding a text amendment (TXT25-06) to Chapter 23, "Land Development Code," Article I, "General Provisions", Section 23-7, "Definitions"; Article V, "Use Categories and Limitations", Division 1, "Generally", Section 23-96, "Definitions"; Article VI, "Land Use Classifications", Division 4, "Commercial Districts", Section 23-152, "CB Commercial Business District", Subsection (a) "Permitted by right"; Article XXIV, "Table of Uses", Section 23-435, "Created".

Henry Bibelheimer, Senior Planner, presents the item.

Mr. Bibelheimer adds a clarification that ownership form isn't a land use; zoning regulates the base use, for example: single-family, multifamily, commercial; whether the dwellings are owned (condos) or rented (apartments) doesn't change that base use; for example - an apartment building and a condo building are both regulated as multifamily and a neighborhood of rentals and a neighborhood of owned homes are both regulated as single-family.

Chair Phillips opens the public hearing and asks if anyone wishes to speak in favor of the item; none respond. Chair Phillips asks if anyone would like to speak in opposition to the item; none respond. Chair Phillips closes the public hearing and invites staff to present findings and alternatives.

Mr. Bibelheimer presents findings and alternatives, which are:

Findings:

- 1. The proposed text amendment would remove Unit (Condominium) Ownership as a "use".
- 2. Unit (Condominium) Ownership will be allowed in any zoning district, if documents are submitted that show the unit ownership was established appropriately and follows all state

laws.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Text Amendment as presented.
2. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
3. Find that the Text Amendment is not needed and do not recommend that the City Council approve the request.

Staff recommends alternative number 1.

Vice-Chair Williams moves to approve the text amendment as presented. Commissioner Shanahan seconds.

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

Time: 4 minutes

ORDINANCE NO. ____

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE", ARTICLE I, "GENERAL PROVISIONS", SECTION 23-7, "DEFINITIONS"; ARTICLE V, "USE CATEGORIES AND LIMITATIONS", DIVISION 1, "GENERALLY", SECTION 23-96, "DEFINITIONS"; ARTICLE VI, "LAND USE CLASSIFICATIONS", DIVISION 4, "COMMERCIAL DISTRICTS", SECTION 23-152, "CB COMMERCIAL BUSINESS DISTRICT", SUBSECTION (A), "PERMITTED BY RIGHT"; ARTICLE XXIV, "TABLE OF USES", SECTION 23-435, "CREATED"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That Stillwater City Code, Chapter 23, "Land Development Code", Article I, "General Provisions", Section 23-7, "Definitions", be amended to add the definition of "unit (condominium) ownership" as follows:

Sec. 23-7. Definitions.

Unit (condominium) ownership means ownership of an individual unit located within a multiunit building or multibuilding development pursuant to the Unit Ownership Estate Act, 60 O.S. § 501 et seq.

SECTION 2: That Stillwater City Code, Chapter 23, "Land Development Code", Article V, "Use Categories and Limitations", Division 1, "Generally", Section 23-96, "Definitions", be amended to delete the definition of "Unit (condominium) ownership" as follows:

Sec. 23-96 Definitions.

~~Unit (condominium) ownership means ownership of an individual unit located within a multiunit building or multibuilding development pursuant to the Unit Ownership Estate Act, 60 O.S. § 501 et seq.~~

SECTION 3: That Stillwater City Code, Chapter 23, "Land Development Code", Article VI, "Land Use Classifications", Division 4, "Commercial Districts", Section 23-152, "CB Commercial Business District", Subsection (a) "Permitted by right," be amended to remove subsection (18), "Unit (condominium) ownership," as follows:

~~(18) Unit (condominium) ownership.~~

SECTION 4: That Stillwater City Code, Chapter 23, "Land Development Code", Article XXIV, "Table of Uses", Section 23-435, "Created", be amended to remove "Unit (condominium) ownership" as follows:

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Accommodation (bed and breakfast only in RSS and RSL)	S	S			S	S	P			S	P	P	P	P		
Agriculture, Forestry, Fishing and Hunting																P
Animal and Pet Keeping Services													S		P	P
Arts and Entertainment												P	P			
Bed and breakfast/hotel/motel										S	P	P	P			
Beverage Services										S	P	P	P	P		
Boarding house/Rooming house	S			P	P	P	P					P				
Chemical Manufacturing															S	
Child and Adult Care Services	S	S	S	S	S	S	S	S		P	S		S	S		
Churches and Religious Institutions	S	S	S	P	P	P	P			P			P			

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Communication Services															P	
Computer and Electronic Product Manufacturing and Electrical Equipment, Appliance, and Component Manufacturing													S	P		
Construction											S		S	P	P	
Conventional single-family detached or zero lot line	P	P	P	S				S	P							P
Educational Services	S	S	S	S	S	S	S			P	P	P				S
Financial Institutions and Services										P	P	P	P			
Food, Beverage, and Tobacco Product Manufacturing													S	P		
Food Services										S	P	P	P	P		
Free-Standing Self-Service Facilities					P	P				P	P	P	P	P		

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Furniture and Related Product Manufacturing														S		
Health Care and Social Assistance				S	S					P	S		P			
Information										S	P	S	P	P		
Leather and Allied Product Manufacturing														S		
Machinery Part Manufacturing															P	
Manufactured Home								p								P
Mining															S	S
Mixed Use						P	P			P	P	P	S			
Modular Home	P	P	P					S	P							P
Mobile Home								P								P
Mobile Home Park													S			P
Multi-Family				P	P	P	P				S	P				
NonMetallic Mineral Product Manufacturing															S	

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Paper Manufacturing													S	S	P	
Parking Lot/Garage					P	P	P			S		P	P	P	P	
Personal and Laundry Services					S	S				S	P	P	P	P		
Personal Storage and Warehousing											P		P	P		
Petroleum and Coal Products Manufacturing															S	
Plastics and Rubber Products Manufacturing															P	
Primary Metal and Fabricated Metal Products Manufacturing															P	
Professional and Administrative Offices and Services										P	P	P	P	P		
Public Administration and Service										P	S	P	S	P	P	S

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Recreation										S		P	P			S
Research and Development										S			P	P	P	
Residential Design Manufactured Home	P	P	P													P
Retail Trade											P	P	P			
RV Park													S			
Telecommunications Tower					S	S	S						S		P	P
Textile Mills, Textile Product Mills, and Apparel Manufacturing														S	S	
Townhome		S	S	P	P				P			P				
Transportation Activities											S		P	P	P	
Transportation and Equipment Manufacturing															P	
Two-Family			P	P	P				P							
Unit (condominium) ownership		P	P						P			P				

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Utilities													P	P	P	P
Vehicle/Equipment Sales, Rental, and Service											S		P	P		
Warehousing and Storage														P	P	S
Waste Management and Remediation Services															P	
Wholesale Trade													P			
Wood Product Manufacturing														S	P	

SECTION 5: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 6: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 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:
Second Reading:

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	7.c. CC-25-151
Previous/Related Action:	October 7th, 2025 Planning Commission Report
Background/Issue:	Currently, the code requires that a proposed sidewalk café have at least 6 (six) feet of public sidewalk between the building and the outdoor eating area. Best practices encourage the sidewalk café to be against the building with the public sidewalk located outside of the enclosed seating area. The proposed text amendment will require that sidewalk cafés be against the building. Existing sidewalk cafés in Stillwater align with best practices and are constructed against the building.
Proposal/Solution:	Planning Commission recommended approval of the text amendment with a 4-0 vote.
Financial Source/Impact:	None
Related Strategic Priority:	#3 SAFE COMMUNITY #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the text amendment as presented.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Planning Commission Meeting Summary
2. DRAFT 23-105 Sidewalk Cafe Ordinance

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF OCTOBER 7TH, 2025
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED October 3rd, 2025 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

Jana Phillips, Chair
Riley Williams, Vice Chair
Mike Shanahan, Member
David Peters, Member

STAFF PRESENT

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

MEMBERS ABSENT

Mark Prather, Member

Staff Absent

David Barth, Development Services Director

1. CALL MEETING TO ORDER.

3. PUBLIC HEARING

- d. Receive public comment regarding a text amendment (TXT25-05) to Chapter 23, "Land Development Code," Article V, "Use Categories and Limitations," Division 2, "Accessory Use Categories and Regulations," Section 23-105, "Sidewalk, street and parking lot table service areas"

Henry Bibelheimer, Senior Planner, presents the item.

Vice Chair Williams clarifies that the 6-foot sidewalk requirement would remain, it would just be after the café rather than between café and building. Mr. Bibelheimer confirms the same 6-foot minimum; and the location moves to the public-facing side.

Chair Phillips opens the public hearing and asks if anyone wishes to speak in favor of the item; none respond. Chair Phillips asks if anyone would like to speak in opposition to the item; none respond. Chair Phillips closes the public hearing and invites staff to present findings and alternatives.

Mr. Bibelheimer presents findings and alternatives, which are:

Findings:

1. A text amendment to the Land Development Code is needed to allow for sidewalk café development to align with best practices and the built environment.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Text Amendment as presented.
2. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
3. Find that the Text Amendment is not needed and do not recommend that the City Council approve the request.

Staff recommends alternative number 1.

Chair Phillips notes that this corrects an awkward existing requirement. The new order—building, then café, then sidewalk—makes more sense for both the public way and business operations.

Commissioner Shanahan moves to approve the text amendment as presented. Chair Phillips seconds.

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

Time: 4 minutes

ORDINANCE NO. ____

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE V, "USE CATEGORIES AND LIMITATIONS," DIVISION 2, "ACCESSORY USE CATEGORIES AND REGULATIONS," SECTION 23-105, "SIDEWALK, STREET AND PARKING LOT TABLE SERVICE AREAS"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That Stillwater City Code, Chapter 23, Land Development Code, Article V, "Use Categories and Limitations," Division 2, "Accessory Use Categories and Regulations," Section 23-105, "Sidewalk, street and parking lot table service areas," be amended to read as follows:

Sec. 23-105. Sidewalk, street and parking lot table service areas.

Portions of public sidewalks, on-street parking spaces, and off-street parking spaces and lots may be permitted for use as restaurant or bar table service areas as set forth in this section at those locations within the city designated with the following zoning classification: CB Commercial Business, CG Commercial General, CS Commercial Shopping, T5 Transect of the Form Based Code, and T6 Transect of the Form Based Code, provided the speed limit of the adjoining street is 25 miles per hour or less. Off-Street parking spaces and lots may be permitted as restaurant or bar table service areas as set forth in this section within any of the aforementioned zoning classifications, provided the speed limit of the adjoining street is 45 miles per hour or less.

1. *Sidewalk cafes:*

- *Location:* The sidewalk utilized for this purpose shall abut the restaurant or bar providing the table service.
- *Configuration:* All tables, chairs and service related facilities shall be contained within a physical barrier abutting the building. ~~The physical barrier shall leave at least six feet of sidewalk between the building and table service area unobstructed and open to pedestrian travel. There shall be at least 6 feet of sidewalk outside the physical barrier which is open and unobstructed to pedestrian traffic.~~ The barrier shall not extend beyond the front of the building, except in those instances wherein the building is located on a corner that is fronted by sidewalk or the building is freestanding and fronted by sidewalk, provided that such table service area does not extend beyond the restaurant or bar property line. The table service area shall be appropriately secured to prohibit the entry of minors if so required by state law or city ordinance.
- *Construction:* Barrier materials shall be high quality, durable, and waterproof. Acceptable materials include wood, metal, landscape planters, brick, stone, or a combination thereof. Awnings or canopies extending over the sidewalk café shall be supported by internal or external connections to the building face. If ground

support poles are necessary, the poles shall comply with all applicable building and structural requirements.

- *Licensing:* The operator shall have appropriate licensing for the sale of alcoholic beverages.
- *Insurance:* The owner/operator of a sidewalk café operated on a public sidewalk or right-of-way shall carry general liability insurance in an amount sufficient to fully indemnify the city in case of personal injury or property damage. Such insurance coverage shall be in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall name the city as an additional insured in amounts equal to such liability limits.
- *Application:* Prior to commencing such operations, a scaled site plan showing the location of the building, right-of-way, sidewalks, curbs, utility poles, awnings or canopies, and all proposed fencing, seating and tables, as well as proof of insurance shall be submitted to the community development department for review and permit approval.
- *Maintenance:* Maintenance of the sidewalk table service area shall be the responsibility of the permit holder.
- *Administration:* The city manager may revoke any permit issued under this section for violation of the provisions set forth herein, or violation of any State of Oklahoma, Payne County or City of Stillwater alcoholic beverage law or health code or order.

2. *Short-term on-street table service:*

- *Duration:* Forty-eight hours or less. A permit may be issued authorizing multiple or successive 48-hour operational periods provided such do not overlap or commence immediately upon the expiration of a previous authorized operational period.
- *Location:* The parking stall(s) utilized for this purpose shall be in immediate proximity to the restaurant or bar providing the table service.
- *Configuration:* The restaurant or bar table service area shall be enclosed by a clearly visible physical barrier. All tables, chairs and service related facilities shall be contained within a physical barrier. The physical barrier shall not enclose any portion of the parking stall(s) that is within one foot of the adjacent roadway. No portion of the table service area shall encroach on the adjoining sidewalk, unless the business operating said area has a sidewalk permit as authorized by this section. Adjoining sidewalks shall be free of any obstruction related to the adjoining business or table service area. If alcoholic beverages are served within the table service area, such area shall be appropriately secured to prohibit the entry of minors if so required by state law or city ordinance. No table service area barrier shall obstruct sight lines to roadway signage.
- *Construction:* Materials used in the construction of the table service area shall be of a durable quality that is visible to vehicular traffic. Such materials may

consist of brick, stone, wood, concrete block, metal, landscaping, or a combination thereof. Portable metal panels and/or fencing may also be used. Materials utilized for the construction of the table service area shall not obstruct traffic or storm water flow, shall fit flush with the curb and provide ADA accessibility. Puncturing the street or sidewalk to anchor construction materials is prohibited.

- *Licensing:* The operator shall have appropriate licensing for the sale of alcoholic beverages.
- *Insurance:* The owner/operator shall carry general liability insurance in an amount sufficient to fully indemnify the city in case of personal injury or property damage. Such insurance coverage shall be in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall name the city as an additional insured in amounts equal to such liability limits.
- *Application:* Prior to commencing such operations, a scaled site plan showing the location of the building, right-of-way, sidewalks, curbs, utility poles, awnings or canopies, and all proposed fencing, seating and tables, as well as proof of insurance shall be submitted to the community development department for review and permit approval. The site plan shall describe the location of the proposed table service area, indicate the materials used to construct the table service area, and how pedestrian traffic will move through or around the table service area.
- *Maintenance:* Maintenance of the table service area shall be the responsibility of the permit holder.
- *Administration:* The city manager may revoke any permit issued under this section for violation of the provisions set forth herein, or violation of any State of Oklahoma, Payne County or City of Stillwater alcoholic beverage law or health code or order.

3. *Long-term on-street table service:*

- *Duration:* Forty-eight hours or longer.
- *Location:* The parking stall(s) utilized for this purpose shall be in immediate proximity to the restaurant or bar providing the table service. Additionally, parking stalls fronting adjacent properties may be utilized with written permission of the affected business and property owner(s).
- *Configuration:* All tables, chairs and service related facilities shall be contained within a physical barrier. The physical barrier shall leave at least six feet of sidewalk between the building and table serving area unobstructed and open to pedestrian travel. Alternatively, if it is not possible to leave the sidewalk unobstructed in this manner, the permit holder shall re-route a six foot wide sidewalk around the table seating area and provide a secure and visible barrier between the relocated sidewalk and street travel lane. The table service area shall be appropriately secured to prohibit the entry of minors if so required by state law or city ordinance. No table service area barrier shall obstruct sight lines to roadway signage.

- *Construction:* Barrier materials shall be high quality, durable, and waterproof. Acceptable materials include wood, metal, landscape planters, brick, stone, or a combination thereof. Loose particles such as sand or loose stone are prohibited within the table serving area or sidewalk area. Materials utilized for the construction of the table service area shall not obstruct traffic or storm water flow, shall fit flush with the curb and provide ADA accessibility. Puncturing the street or sidewalk to anchor construction materials is prohibited.

All barriers shall have reflective tape, soft hit posts, wheel stops, and or other edging such as planters, railings, or cables to protect users from street traffic. Planters used as edging features shall be large and durable, and not easily removable.

Decking, when used, shall be flush with the curb and may not have more than ½" gap from the curb. Decking shall be constructed of durable material capable of withstanding weather elements. Deck installation shall not damage the sidewalk, street, curb, or any aspect of the public right-of-way.

Whenever a sidewalk is relocated, said route shall maintain ADA accessibility by the use of ramps or other means of continuous access. A minimum 36-inch ADA accessible entryway to the table serving area shall be maintained.

All furniture shall be designed for outdoor use. The use of umbrellas, lighting, outdoor heaters, or other amenities is encouraged so long as these do not pose a fire threat or tripping hazard.

- *Lease:* The owner/operator shall execute a short-term lease agreement with the city before taking possession of any parking stall(s) approved under this section. The initial lease term shall be for six months and may be renewed thereafter for additional periods to be determined by the owner/operator and the city manager. The rent for use of the parking stall(s) shall be \$100.00 per lease term. The city manager is hereby authorized to enter into and execute these lease agreements provided that the applicant meets all of the requirements set forth herein.
- *Licensing:* The operator shall have appropriate licensing for the sale of alcoholic beverages.
- *Insurance:* The owner/operator shall carry general liability insurance in an amount sufficient to fully indemnify the city in case of personal injury or property damage. Such insurance coverage shall be in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall name the city as an additional insured in amounts equal to such liability limits.
- *Application:* Prior to commencing such operations, a scaled site plan showing the location of the building, right-of-way, parking stalls, sidewalks, curbs, utility poles, awnings and/or canopies, and all proposed fencing, seating and tables, edging and buffering, as well as proof of insurance shall be submitted to the community development department for review and permit approval. The site

plan shall indicate the number and location of parking stalls to be utilized for the table service area.

- *Maintenance:* Maintenance of the table service area shall be the responsibility of the permit holder, including but not limited to the following:
 - a) Keep area well maintained and in good repair with daily cleaning.
 - b) Keep area free of debris, grime, and graffiti.
 - c) Water and maintain all vegetation.
 - d) Provide pest control as needed.
 - e) Amplified music shall be at a low volume only for the enjoyment of guests in the service area.
 - f) Provide trash and recycling receptacles.
- *Administration:* If necessary, the city manager may close additional parking stalls in order to eliminate a potential hazard to pedestrians and patrons of commercial establishments. The city manager may revoke any license issued under this section for violation of the provisions set forth herein, or violation of any State of Oklahoma, Payne County or City of Stillwater alcoholic beverage law or health code or order.

4. *Off-street parking table service:*

- *Location:* Off-street parking areas in the immediate proximity to the restaurant or bar providing the table service area. These areas may be public or private, or a combination thereof.
- *Configuration:* The table service area shall be enclosed by a clearly visible physical barrier. All tables, chairs and service related facilities shall be contained within the physical barrier. The physical barrier shall not enclose any portion of a parking stall(s) that is within one foot of a property line. No portion of the table service area shall encroach on the adjoining sidewalk. No part of the table service area shall be located along the front of the building. The table service area shall be appropriately secured to prohibit the entry of minors if so required by state law or city ordinance.
- *Construction:* Materials used in the construction of the table service area shall be of a durable quality. Such materials may consist of brick, stone, wood, concrete block, metal, landscaping, or a combination thereof. Portable metal panels and/or fencing may also be used. Materials utilized for the construction of the table service area shall not obstruct traffic or storm water flow and provide ADA accessibility. Puncturing city-owned streets or sidewalks to anchor construction materials is prohibited.
- *Licensing:* The operator shall have appropriate licensing for the sale of alcoholic beverages.
- *Insurance:* If the parking area is on city-owned property, the owner/operator shall carry general liability insurance in an amount sufficient to fully indemnify

the city in case of personal injury or property damage. Such insurance coverage shall be in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall name the city as an additional insured in amounts equal to such liability limits.

- *Application:* Prior to commencing such operations, a scaled site plan showing the location of the building, right-of-way, sidewalks, curbs, utility poles, awnings or canopies, and all proposed fencing, seating and tables, as well as proof of insurance shall be submitted to the community development department for review and permit approval. The site plan shall describe the location of the proposed table service area, indicate the materials used to construct the table service area, and how pedestrian traffic will move through or around the table service area.
- *Maintenance:* Maintenance of the table service area shall be the responsibility of the permit holder.
- *Administration:* The city manager may revoke any license issued under this section for violation of the provisions set forth herein, or violation of any State of Oklahoma, Payne County or City of Stillwater alcoholic beverage law or health code or order.

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

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

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 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:
Second Reading:

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	8.a. CC-25-152
Previous/Related Action:	None
Background/Issue:	The Land Development Code (LDC), contained in Chapter 23 of the City Code, includes regulations for zoning, land use, and development. The LDC was adopted in March 2008 and has been amended several times since that time. Staff and the development community have recognized for some time that the LDC is too complicated, lacks clear and streamlined processes and in some cases is no longer relevant. The above issues present challenges to developers, engineers and city staff which can significantly slow the development process, leading to frustration and inefficiencies.
Proposal/Solution:	Staff has completed negotiations with Civic Dynamics, LLC to provide a comprehensive rewrite of the LDC. The new LDC will take into consideration the proposed update to the comprehensive plan, be easy to navigate, and increase predictability and transparency in development review. This effort will include changes to other sections of the City Code to avoid conflicts with the updated language. The rewrite of the LDC and other pertinent code sections is anticipated to take 12 months.
Financial Source/Impact:	Funding for the work outlined in the Professional Services Agreement is available in the General Fund from remaining appropriations in the Comprehensive Plan capital project. Staff is requesting total authorization of \$110,000 for this project which includes the \$98,500 agreement amount and a contingency.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Consider approval of a Professional Services Agreement for an amount not to exceed \$98,500, authorize total expenditures of \$110,000 which includes the agreement amount and a contingency, approve the related budget revision and authorize the City Manager to sign the agreement.
Prepared By:	David Barth, Director of Development Services
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. FINAL - PSA for LDC rewrite with Civic Dynamics
2. Budget Revision

PROFESSIONAL SERVICES AGREEMENT

LAND DEVELOPMENT CODE UPDATE for CITY OF STILLWATER, OKLAHOMA

This Agreement made this ____ day of _____, 2025, by and between The City of Stillwater Oklahoma, hereinafter referred to as the "CITY," and CivicDynamics LLC an Oklahoma Limited Liability Company, acting by and through its Managing Member, hereinafter referred to as the "CONSULTANT," do hereby make and enter into the following Agreement:

ARTICLE I CONSULTANT

- 1.1 The CONSULTANT, as an independent contractor, covenants and agrees to perform the professional planning services related to the update of the Land Development Code as described in Article II, Scope of Services. Such services shall be performed by the CONSULTANT in strict accordance with the terms of this Agreement and for the consideration stated. Subject to the provisions of Article VI below, CONSULTANT covenants and agrees to perform the specific services identified in Exhibit "A" – Scope of Services. The CONSULTANT shall complete the Scope of Services and shall submit deliverables to the CITY as identified in Exhibit "A" – Scope of Services.
- 1.2 The CONSULTANT shall provide its services under this Agreement with the same degree of care, skill, and diligence as is ordinarily provided by a professional planner under similar circumstances for the preparation of a Comprehensive Plan and to which the Agreement applies.

ARTICLE II SCOPE OF SERVICES

- 2.1 The CONSULTANT will perform the professional planning services related to the development of the update of the Land Development Code as set forth in Exhibit "A" – Scope of Services, which is attached and made a part of this Agreement.
- 2.2 Pursuant to this Agreement, the CITY shall have the option to obtain the services of the CONSULTANT to perform Additional Services. All such Additional Services shall be described in a written Amendment to this Agreement, as provided by Article X, Changes or Termination, including description of the additional work, associated compensation, and time schedule as applicable. By way of illustration, matters which may constitute Additional Services shall include, but are not limited to, the following:
 - (a) Requested additional workshops or meetings other than the number identified in the Scope of Services and project schedule that require added preparation or follow-up or displace other planned trip activities;
 - (b) Requested additional trips other than the number identified in the Scope of Services and Project schedule;
 - (c) Requested additional days or nights added to a scheduled trip that require additional time and direct expenses (e.g., meals, hotel nights, extended car rental and gasoline use, airline change

- fees, extended airport parking, etc.);
- (d) Other requested work tasks, study activities, or documentation not foreseen or specifically identified in the Scope of Services;
 - (e) Requested additional deliverables or additional physical copies of deliverables, including the submission at key milestones of draft and final written reports or maps other than those specified, or in a quantity greater than the number identified, in the Scope of Services;
 - (f) Requested additional revisions (individual or cumulative) to draft and final deliverables that are beyond the single comprehensive round of revisions that are to be collected, consolidated, and annotated by the CITY as specified in the Scope of Services;
 - (g) Requested review and provision of recommendations relating to other planning or development related issues and matters other than those for which such findings and recommendations are specified in the Scope of Services;
 - (h) Further requested changes to a deliverable which the CONSULTANT has already revised based on review comments and which the CITY has already accepted as revised, and which the CONSULTANT determines to be significant and substantive changes to a deliverable already at a point of substantial completion in accordance with the Scope of Services and available budget; and
 - (i) Other related or unrelated professional planning services that may be requested by the CITY which are not specified in the Scope of Services.

ARTICLE III

CONSULTANT PERSONNEL

- 3.1 The CONSULTANT represents that it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- 3.2 The CONSULTANT may contract with subconsultants for portions of the work or services under this Agreement with the prior written approval of the CITY.

ARTICLE IV

SUPPORT SERVICES

- 4.1 The CITY agrees to provide the CONSULTANT with support services during conduct of the services listed in Article II, Scope of Services.
- 4.2 To the extent authorized by law, the readily available existing data and documentation obtained by the CITY that are relevant to the accomplishment of the Scope of Services specified in Article II shall be made available by the CITY for use by the CONSULTANT.
- 4.3 The CITY shall consider and act on all documents and project work items submitted by the CONSULTANT that require review, comments or approval by the CITY within the timeframe in the project schedule so as to enable the CONSULTANT to complete the work on schedule as provided in Article V of this Agreement.
- 4.4 The CITY agrees to provide the CONSULTANT with support services needed to organize, schedule, notify, provide meeting locations, conduct meetings, and prepare minutes of meetings including committees, workshops, public meetings, and public hearings. The CONSULTANT will

advise and coordinate with the CITY to accomplish these support services.

- 4.5 In the event CITY fails to provide any of the needed Support Services in a timely or adequate manner, as documented in a progress report, any additional time or expenses incurred or required by CONSULTANT as a result of such failure shall be compensated by CITY in the same manner as, and shall be considered to be, Additional Services.

ARTICLE V

TIME OF PERFORMANCE

- 5.1 Prior to commencement of services, the CONSULTANT shall provide the City with a Project Schedule. The CONSULTANT shall commence services upon execution of this Agreement and receipt of written Notice-to-Proceed from the CITY.
- 5.2 The CONSULTANT shall make a good faith effort to complete the services described in Article II, Scope of Services within 12 months from receipt of written Notice-to-Proceed by the CITY, unless one or more of the following occur:
- (a) This Agreement is terminated in accordance with Article X, Changes or Termination;
 - (b) If agreed upon in writing, the Scope of Services is changed and/or Additional Services are provided in accordance with Article II, Scope of Services or Article X, Changes or Termination; or
 - (c) Matters documented by CONSULTANT in progress reports render such completion schedule impossible or impractical and the Project Schedule is changed by written agreement of the parties.
- 5.3 The completion schedule set forth in Section 5.2 may be subject to force majeure as defined in 14.1 below. Notification and justification for any such delays identified by the CONSULTANT must be included in progress reports. The schedule of work will be extended to include any such delays pursuant to Article X, Changes or Termination.
- 5.4 This Agreement shall terminate upon the CITY's final acceptance of work completed by the CONSULTANT, unless otherwise terminated or modified as hereinafter provided.

ARTICLE VI

COMPENSATION TO CONSULTANT

6.1 The CITY shall compensate the CONSULTANT for the professional services performed under this Agreement. For the Basic Services described in Exhibit "A" Scope of Services under Article II, Scope of Services, the CITY shall pay to the CONSULTANT a fee not to exceed the amount of Ninety-Eight Thousand and 500 Dollars (\$98,500.00)

The proportion of compensation for each phase of services shall be as follows:

Block 1 – Kickoff & Diagnostic: 20%
Block 2 – Drafting & Stakeholder Engagement: 40%
Block 3 – Final Draft & Adoption Support: 25%
Project Management & Coordination: 10%
Travel and Meeting Expenses: 5%

In addition, CITY agrees to compensate CONSULTANT for any Additional Services as provided by Article II, Scope of Services, provided that such Additional Services are agreed upon in writing prior to their being undertaken. Such Additional Services will be billed at the hourly rates set forth on Exhibit "B". The cost of such Additional Services shall be invoiced separately by CONSULTANT and paid by CITY upon receipt of billing for such services.

- 6.2 Each invoice from the CONSULTANT shall be due and payable by the CITY upon receipt by the CITY, subject to the terms of Section 6.1. The billing statement, certified true and correct by CONSULTANT, shall show the total amount paid and the amount due and payable as of the date of the current statement. Amounts paid and due for Additional Services shall be identified on a separate invoice.
- 6.3 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If at any time during the period of performance under this Agreement, sufficient appropriations and authorization are not made by the CITY, this Agreement shall terminate upon written notice being given by the CITY to the CONSULTANT. In such event, CITY shall comply with the provisions of Section 10.4 below. The CITY's decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

ARTICLE VII **PRODUCT OF SERVICES, COPYRIGHT**

- 7.1 The CONSULTANT and the CITY mutually agree that reports, maps and materials prepared or developed under the terms of this Agreement shall be delivered (in both final and native file format) to and become the property of the CITY. The CONSULTANT shall have the right to retain copies and to utilize the product of services for marketing purposes, except for any confidential information, as defined in Article XI, hereof.
- 7.2 The CONSULTANT shall furnish the CITY with the number of copies of reports as shown in Exhibit "A" – Scope of Services.
- 7.3 Nothing produced in whole or in part by the CONSULTANT under this Agreement shall be the subject of an application for copyright by or for the CONSULTANT. The CONSULTANT will use existing proprietary software as required.

ARTICLE VIII **PRIVATE INTERESTS OF PUBLIC OFFICIALS AND CONSULTANT**

- 8.1 No official, employee, agent, or member of the local public body of the CITY shall have any financial interest, direct or indirect in this Agreement or the proceeds thereof.

ARTICLE IX **CERTIFICATIONS OF CONSULTANT**

- 9.1 The CONSULTANT has not employed or retained any company or person, other than a bona fide

employee working solely for the CONSULTANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, any commission, percentage, brokerage fee, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 9.2 The CONSULTANT presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement.

ARTICLE X

CHANGES OR TERMINATION

- 10.1 This Agreement may not be altered, changed or amended except by instrument in writing executed by the parties hereto.
- 10.2 The CITY may, from time to time, request changes in the Scope of Services and/or time of performance for the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Agreement.
- 10.3 This Agreement may be terminated before the termination date stated in Article V, Time of Performance, by any of the following conditions:
- (a) Right of Either Party to Terminate for Cause - This Agreement may be terminated by either of the parties hereto for failure by the other party to perform in a timely and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to the other party by express mail with point-by-point tracking and such termination shall take effect twenty (20) days after the notice is deposited in the express mail, provided that the failure to perform has not been remedied by that time. By such termination, neither party may nullify obligations already incurred for performance or failure to perform before the date of termination.
 - (b) Right of the CITY to Terminate for Convenience - This Agreement may also be terminated by the CITY for reasons other than failure by the CONSULTANT to perform in a timely manner and proper manner its obligations under this Agreement. A signed, written notice of such termination shall be delivered to CONSULTANT by registered or certified mail and such termination shall take effect not less than seven (7) days following the date the notice is received by the CONSULTANT.
- 10.4 Upon receipt of a notice of termination under any of the conditions under Sections 6.3 or 10.3 above, the CONSULTANT shall, unless the notice otherwise directs, immediately discontinue all services in connection with the performance of this Agreement. Within thirty (30) days after receipt of the notice of termination, the CONSULTANT shall submit a Final Statement, showing the services performed under this Agreement prior to the effective date of termination. Such Final Statement shall also include any unpaid amounts for work performed or unreimbursed expenses, as well as any financial obligations incurred by CONSULTANT on behalf of CITY and which cannot reasonably be refunded to CONSULTANT, all of which CITY agrees to pay upon receipt of said

Final Statement. Data and study products prepared by the CONSULTANT and paid for by CITY under this Agreement shall be delivered to the CITY if requested.

- 10.5 Notwithstanding the provisions of this Article X, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any negligent act or omission or any breach of this Agreement by the CONSULTANT.

ARTICLE XI

CONFIDENTIALITY

- 11.1 Any information determined to be confidential that is provided to the CONSULTANT by the CITY or obtained or developed by the CONSULTANT for the benefit of the CITY in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CITY unless such information is required, or otherwise compelled, by law to be disclosed.

ARTICLE XII

INSPECTION OF RECORDS

- 12.1 The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds. These records will be retained for three years after the expiration of this Agreement.
- 12.2 Any time during normal business hours and as requested by the CITY, the CONSULTANT shall make available to the CITY for examination all of its project records with respect to all matters covered by this Agreement and will allow the CITY to review, examine, and make excerpts from such records, and to make copies of all contracts, invoices, materials, payrolls, records of personnel conditions of employment, and other data relating to all matters covered by this Agreement. The financial records of the CONSULTANT are maintained in its corporate office located in Bartlesville, OK, and copies will be available upon request in a timely manner in this office for audit purposes to the CITY or its authorized representative.

ARTICLE XIII

INSURANCE

- 13.1 Insurance
- A. The CONSULTANT agrees to maintain Worker's Compensation Insurance to cover all of its own personnel engaged in performing services for the CITY under this contract in the following amounts:
- Worker's Compensation: Statutory
- B. The CONSULTANT also agrees to maintain Commercial General Liability, Business Automobile Liability, Umbrella Liability, and Errors and Omissions Insurance, covering claims against the CONSULTANT for any incidents arising in the course of work performed under this Agreement, in the following amounts:

Commercial General Liability Insurance: Personal injury and property damage -- \$1,000,000.00 combined single each occurrence and \$2,000,000.00 general aggregate

Business Automobile Liability for all vehicles: Bodily injury and property damage -- \$1,000,000.00 combined single limit each occurrence

Umbrella Liability: \$2,000,000.00

Errors and Omissions: \$1,000,000.00

ARTICLE XIV **MISCELLANEOUS PROVISIONS**

- 14.1 Force Majeure. Neither the CITY nor the CONSULTANT shall be required to perform any term, condition, or covenant of this Agreement while such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, terrorism, civil riot, floods, hurricanes, or other natural disasters, any other cause not within the control of the CITY or the CONSULTANT that by the exercise of due diligence the CITY or the CONSULTANT is unable, wholly or in part, to prevent or overcome.
- 14.2 Entire Agreement. This Agreement constitutes the entire agreement between the CITY and the CONSULTANT. No other agreements, amendments, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.
- 14.3 Choice of Law. The CITY and the CONSULTANT agree that this Agreement shall be construed in accordance with the laws of the State of Oklahoma.
- 14.4 Venue and Jurisdiction. Venue for all actions brought pursuant to this Agreement is in Payne County, Oklahoma; and all parties consent to Payne County, Oklahoma, being the exclusive jurisdiction to resolve said claims or controversies arising pursuant to this Agreement.
- 14.5 Severability. If one or more of the provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 14.6 Notice. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

CITY: Mayor:
City of Stillwater
723 S. Lewis
Stillwater, OK 74074

CONSULTANT: Larry R. Curtis, CEO
CivicDynamics LLC

- 14.7 Assignment. The CONSULTANT shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto. Provided however, that claims for money by the CONSULTANT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.
- 14.8 Successors and Assigns. The CITY and the CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other parties of the Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, board member, commissioner, employee or agent of any public body, which is a party hereto.
- 14.9 Reports and Information. The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the cost and obligations incurred or to be in connection therewith, and any other matter covered by this Agreement.
- 14.10 Incorporation of Provisions Required by Law. Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein and this Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.
- 14.11 Waiver. The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.
- 14.12 Survival. Any and all representations and conditions made by the CONSULTANT under this Agreement are of the essence of this Agreement and shall survive the execution, delivery and termination of it, and all statements contained in any documents required by the CITY, whether delivered at the time of the execution or at a later date, shall constitute representations hereunder.
- 14.13 Cumulative Remedies. In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.
- 14.14 State or Federal Laws. This Agreement is subject to all applicable federal and state laws, statutes, codes, any and applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal government authority having or asserting jurisdiction.

14.15 Equal Employment Opportunity. In the performance of this Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an Equal Opportunity Employer.

* * * * *

This _____ day of _____, 2025.

FOR CITY OF STILLWATER:

FOR CIVICDYNAMICS LLC:

By: _____

J. Brady Moore
City Manager

By: Larry R. Curtis

Larry R. Curtis
Chief Executive Officer

Scope of Work - Exhibit A

City of Stillwater — Land Development Code Rewrite

1) Project Background & Intent

The City seeks a comprehensive rewrite of Chapter 23 to align the Land Development Code with the forthcoming Comprehensive Plan, resolve issues identified in the prior diagnostic, and modernize standards and procedures. The end product must be clear, legally defensible, graphics-rich, easy to navigate, and calibrated to implement community goals, including housing diversity and streamlined review. The process emphasizes practical usability for staff, applicants, decision-makers, and the public.

2) Objectives

- Align all zoning and subdivision provisions with Comprehensive Plan policy, , and place types.
- Provide recommended text amendments to other sections of the City Code that conflict with the new language in Chapter 23.
- Modernize and reorganize the code for clarity (plain language, consolidated tables, diagrams, cross-references).
- Increase predictability and transparency in development review with clear thresholds for administrative vs. board-level decisions, flowcharts, and standardized submittals.
- Support attainable housing (e.g., small-lot housing) while maintaining neighborhood compatibility.
- Calibrate parking and other standards to context and redevelopment/infill goals.
- Update subdivision and infrastructure standards for connectivity, block/lot design, coordinated utilities, and optional sustainable strategies (e.g., LID, green infrastructure).
- Ensure legal defensibility (Oklahoma statutes, case law), with clear intents, measurable criteria, and due-process procedures (notice, appeals).
- Deliver codifier-ready documents, implementation tools, and staff training for day-one usability.

3) Scope of Services (by Project Blocks)

Block 1 — Kickoff + Diagnostic

Task 1.1 Project Initiation Meeting

- Participants: City staff, Staff Development Advisory Group (SDAG), and identified stakeholders.
- Confirm project goals, success measures, communication protocols, points of contact, decision pathways, and roles.
- Review City’s block-based schedule and confirm consultant responsibilities at each milestone.
- Capture day-to-day “pain points” from staff and users to ensure these are addressed from the outset.

Task 1.2 Review of Existing Materials

- Review current Chapter 23, forthcoming Comprehensive Plan, the Freese and Nichols analysis, and—most critically—the prior Code Diagnostic Report.
- Identify which diagnostic findings remain valid; note gaps or emerging issues that require adjustment based on best practices and Stillwater context.

Task 1.3 Refined Diagnostic Memorandum (Deliverable D1)

- Concise synthesis of the original diagnostic findings.
- Targeted updates and recommendations to reflect current priorities and Stillwater-specific conditions.
- A clearly organized set of endorsed recommendations that becomes the drafting baseline and a shared reference point for staff and stakeholders.

Block 1 Deliverables

- D1: Refined Diagnostic Memorandum (user-friendly format with executive summary, issue matrices, and action recommendations).

Block 2 — Drafting + Stakeholder Engagement

Task 2.1 Code Architecture & Module Plan

- Define outline and module breakdown for Chapter 23:
 - Zoning districts & use standards;

- Subdivision regulations;
- Sign standards;
- Landscaping standards
- Definitions;
- Development review procedures (administrative and discretionary).
- Integrate Planned Unit Development (PUD) regulations into a consistent, modernized framework.

Task 2.2 Development of Draft Modules (25/50/75/100% Gates)

- Prepare iterative drafts per the City’s block-based schedule to avoid overwhelming reviewers.
- Each module includes:
 - **Plain-language standards** with measurable criteria;
 - **Consolidated tables** (uses, dimensional standards);
 - **Illustrations/diagrams** (measurement methods for height, setbacks; frontage types; landscaping; parking layouts);
 - **Procedural tables and flowcharts** clearly conveying thresholds for administrative vs. board decisions and steps from intake to decision.

Task 2.3 Housing & Parking Calibration

- Propose clear allowances and standards for small-lot housing, and other context-appropriate types.
- Review parking requirements for proportionality, flexibility, and support for infill/mixed-use.

Task 2.4 Subdivision & Infrastructure Standards

- Update subdivision standards for connectivity, block/lot design, and coordinated utilities.
- Where feasible, integrate context-sensitive cross-sections and optional sustainable/low-impact development strategies.

Task 2.5 Legal & Administrative Foundations

- Draft standards to withstand legal scrutiny, with clear intent statements, findings, nonconformities, vested rights, procedural due process (notice/appeals), and sign regulations aligned with law.

Task 2.6 Structured Engagement & Testing

- **Builders Relations Committee (4 meetings):** Present draft sections and real-world application vignettes; capture feasibility feedback to refine standards.
- **SDAG Reviews:** Technical and administrative vetting for consistency and implementability.
- **Planning Commission Workshops:** Policy-level testing and direction prior to consolidation.

Task 2.7 Project Management & Communication

- Maintain a **secure project website** as a central repository for drafts, schedules, and meeting materials.
- Host **monthly client coordination calls** and provide brief progress updates.
- Maintain a **live comment/disposition log** tracing feedback and how it was resolved across iterations.

Block 2 Deliverables

- D2: Draft Modules package(s) at 25/50/75% with redlines and clean versions.
- D3: Graphics set (tables, figures, diagrams, flowcharts) embedded and provided as separate source files.
- D4: Comment/Disposition Log (continuously updated).
- D5: Meeting materials (slide decks, handouts, case studies) for Builders Relations Committee, SDAG/, and Planning Commission workshops.

Block 3 — Final Draft + Adoption Support

Task 3.1 Consolidation & Finalization

- Assemble a complete code draft reflecting all vetted changes from Block 2.
- Provide:
 - **Tracked-Changes Version** highlighting revisions from prior drafts;
 - **Clean Replacement Chapter** suitable for adoption;

- **Codifier-Ready File** aligned to publisher specs to minimize reformatting risk.

Task 3.2 Workshops & Hearings

- **Planning Commission Workshop:** Present consolidated draft, key changes, and visual comparisons.
- **City Council Hearings:** Presentation support, Q&A, and clear explanations of how the rewrite advances the Comprehensive Plan and addresses prior challenges.

Task 3.3 Adoption Package & Implementation Tools

- **Ordinance language** for incorporation into the Municipal Code.
- **Staff tools:** intake checklists, procedural flowcharts, district “cut sheets,” and other reference aids.
- **Public-facing materials:** plain-language overviews and quick guides.

Task 3.4 Training & Transition

- Staff training session to walk through new provisions, procedures, and enforcement standards, ensuring immediate administrative readiness on day one.

Task 3.5 Ongoing Coordination to Adoption

- Continue monthly coordination calls and maintain the project website as the hub for final drafts, presentations, and comments through adoption.

Block 3 Deliverables

- D6: Final Draft (Tracked-Changes, Clean, Codifier-Ready).
- D7: Adoption Package (ordinance text, staff tools, public-facing guides).
- D8: Training session and materials (checklists, flow charts, and five (5) educational “how-to” videos).

4) Engagement Program

- **Builders Relations Committee:** Four meetings to test standards against real projects; provide targeted visuals and development scenarios; incorporate feedback into revisions.
- **SDAG &:** Focused technical/administrative review checkpoints.
- **Planning Commission:** Workshops at key gates to vet policy direction and reduce adoption-phase surprises.

- **City Council:** Work sessions and hearings with clear visuals and “before/after” comparisons for transparency.

5) Project Management & QA/QC

- **Schedule Management:** Confirm and refine the City’s block-based schedule at kickoff; maintain flexibility (no fixed deadline requirement) while sequencing iterative “draft gates.”
- **Transparency:** Monthly client coordination calls; secure project website; live comment/disposition tracking.
- **Internal QA/QC:** Consultant team conducts structured technical and editorial reviews before each release.
- **Legal Review:** City Attorney reviews the 100% Administrative Draft and Hearing Drafts; coordinates on adopting ordinance and any direction from hearings.

6) Code Content & Standards (Targeted Outcomes)

- **Zoning Districts & Uses:** Calibrated to Comprehensive Plan place types; consolidated and clearly defined use categories; dimensional tables and graphics.
- **Housing Diversity:** Explicit tooling for small-lot formats, and context-sensitive residential standards.
- **Parking:** Proportional, flexible requirements supportive of infill, redevelopment, and mixed-use.
- **Subdivision & Infrastructure:** Connectivity, block/lot design, and coordinated utilities with feasible options for green infrastructure and LID.
- **Procedures:** Consolidated applications, standardized submittals, procedural tables and flowcharts, expanded administrative approvals for routine items.
- **Legal Doctrines:** Nonconformities, vested rights, due process (notice and appeals), findings, and sign rules aligned with statutes/case law.
- **Usability:** Plain language, diagrams, measurement graphics, cross-references; digital/codifier-ready formatting.

7) Deliverables (Comprehensive List)

- D1: Refined Diagnostic Memorandum (user-friendly format with executive summary, issue matrices, and action recommendations).
- D2: Draft Modules package(s) at 25/50/75% with redlines and clean versions.

- D3: Graphics set (tables, figures, diagrams, flowcharts) embedded and provided as separate source files.
- D4: Comment/Disposition Log (continuously updated).
- D5: Meeting materials (slide decks, handouts, case studies) for Builders Relations Committee, SDAG/, and Planning Commission workshops.
- D6: Final Draft (Tracked-Changes, Clean, Codifier-Ready).
- D7: Adoption Package (ordinance text, staff tools, public-facing guides).
- D8: Training session and materials (checklists, flow charts, and five (5) educational “how-to” videos).

8) Schedule & Milestones

- **Block-Based Schedule:** Diagnostic → Draft Modules (iterative) → Consolidation/Final Draft → Adoption Support.
- **Review Cadence:** Iterative “gates” matched to City’s schedule, with monthly coordination calls and standing review windows for staff, SDAG/, builders, and Planning Commission prior to consolidation.
- **Flexibility:** Timeline refined at kickoff; progress paced to enable thorough review without a fixed deadline mandate.

10) Roles & Responsibilities

- **Consultant (CivicDynamics):** Single point of accountability (Project Lead) for scope, schedule, QA/QC, engagement, and delivery of all milestones and materials; attendance/facilitation of all major meetings and workshops; sign-off at 25/50/75/100% milestones.
- **City Attorney:** Legal review of Administrative and Hearing Drafts; assist with adopting ordinance; support final legal checks prior to adoption.
- **City Staff:** Supply base documents/data; coordinate meetings; facilitate stakeholder access; review interim drafts for operational fit; assist with public engagement materials; ensure integration with City systems/forms/procedures.

11) Assumptions

- City will provide timely access to plans, data, maps, and existing code files.
- City will coordinate SDAG/, Builders Committee, Planning Commission, and Council scheduling.

- Engagement consists of four Builders Relations Committee meetings plus staff workshops and PC/CC work sessions as outlined.
- Legal review conducted by City Attorney at 100% Administrative and Hearing stages.

12) Change Management

- All review comments tracked in the **Comment/Disposition Log**; changes reflected in subsequent redlines.
- Material scope changes (new tasks beyond Blocks 1–3 or expansion of engagement beyond the defined program) will be documented and, if requested by the City, authorized via written amendment (schedule/fee adjustments as applicable).

13) Acceptance Criteria

- **Block 1:** City acceptance of the Refined Diagnostic Memorandum as the drafting baseline.
- **Block 2:** City acceptance of module drafts at each gate (25/50/75%) after disposition of comments; Planning Commission workshop concurrence on policy direction prior to consolidation.
- **Block 3:** Delivery of Final Draft in all formats, adoption package, and training; successful support through PC/CC hearings to final adoption.

15) Close-Out

- Transfer of editable source files (text and graphics) in both PDF and native file formats.
- Final, indexed Comment/Disposition Log.
- Post-adoption staff desk aids and quick-reference materials (digital).

Schedule of Charges – Exhibit B

CivicDynamics LLC

Professional Services – Hourly Rates

Position	Min (\$/hr)	Max (\$/hr)
Principal Engineer	250	300
Principal Planner	225	275
Associate Engineer	140	180
Associate Planner	115	145
Intern Engineer	100	135
Intern Planner	85	115
GIS Technician II	135	165
GIS Technician I	90	115

In-House Services & Equipment

- **Mileage:** Standard IRS Rates
- **Technology Charge:** \$8.50 per hour

Printing and Reproduction:

- Small Format B&W: \$0.10 / copy
- Small Format Color: \$0.25 / copy
- Large Format Bond: \$0.25 / sq. ft.
- Large Format Color Bond: \$0.75 / sq. ft.
- Large Format Glossy/Mylar: \$0.75 (B&W) / \$1.25 (Color)
- Large Format Vinyl/Adhesive: \$1.50 (B&W) / \$2.00 (Color)
- Mounting: \$2.00 / sq. ft.

- Binding: \$0.25 / binding

Equipment:

- Company Vehicle: \$75 / hour
- GPS Unit: \$150 / day
- Drone (Survey Grade): \$200 / day
- Water Quality Meter: \$100 / day
- Miscellaneous field or lab equipment: Actual cost

Other Direct Expenses

Other direct expenses are reimbursed at **actual cost**, including:

- Outside printing/reproduction
- Communications
- Travel, transportation, and subsistence away from the office
- Laboratory analysis, testing, or other specialized services performed by independent providers



**City of Stillwater
Budget Revision #3439**

Date: 10/28/2025

Budget Year: 2026

Requested: Christy Cluck

Department: City Managers Office

Explanation: To fund a professional services agreement with Civic Dynamics, LLC for Land Development Code, Chapter 23, update and rewrite.
Funding from remaining appropriations in the Comprehensive Plan capital project.

SetID:

Increase:

Account Name	Account Number	Project Number	Current Budget	Amount of Change	New Budget
Professional Services	1013010-53069		\$0	\$110,000	\$110,000

Decrease:

Account Name	Account Number	Project Number	Current Budget	Amount of Change	New Budget
Comprehensive Plan	1013010-54010	23DS01101	\$210,537	\$110,000	\$100,537

Approval:

Submitted: 10/28/25 3:14 pm - christy.cluck

RESOLUTION CC-2025-28

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF STILLWATER, OKLAHOMA, A MUNICIPAL CORPORATION, TO SIGN AND ISSUE AN ELECTION PROCLAMATION CALLING FOR A GENERAL ELECTION AND A RUNOFF ELECTION, IF NEEDED, IN THE CITY OF STILLWATER.

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

SECTION 1: That the City Council of the City of Stillwater, Oklahoma, a municipal corporation, in open session at its regularly scheduled Council Meeting on the 3rd day of November, 2025, hereby authorizes the Mayor of the City of Stillwater, Oklahoma, to issue and sign a Proclamation calling for a General Election on February 10, 2026, for the election of one (1) member of the City Council designated as Councilor No. 5, for a term of four (4) years. Should no candidate receive a majority of all of the votes cast at General Election, then the two candidates receiving the highest number of votes cast for that office shall proceed to a Runoff Election on April 7, 2026.

PASSED, APPROVED AND ADOPTED THIS 3RD DAY OF NOVEMBER, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 3RD DAY OF NOVEMBER, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

ELECTION PROCLAMATION

Under and by virtue of the authority vested in me by the Constitution and Laws of the State of Oklahoma, and by the Charter of the City of Stillwater, Oklahoma, I, William H. Joyce, the duly elected and acting Mayor of the City of Stillwater, Oklahoma, do hereby declare, proclaim, and call an election to be held in the City of Stillwater, as herein set forth.

GENERAL ELECTION: In the event that more than two persons file as candidates for the following office, a General Election shall be held on Tuesday, February 10, 2026 for the purpose of electing one (1) member of the City Council for such office:

One (1) member of the City Council of the City of Stillwater, designated as Councilor No. 5, for a term of four (4) years

The candidate receiving a majority of all votes cast for the office shall be elected.

IPSO FACTO ELECTION Should only one registered qualified voter of the City of Stillwater file a statement of candidacy for election as Councilor No. 5, as set forth above, the Payne County Election Board Secretary shall certify the election of such person to the office after all applicable statutory filing and contest periods have expired.

RUNOFF ELECTION: Should no candidate receive a majority of all of the votes cast, then the two candidates receiving the highest number of votes cast for that office shall proceed to a Runoff Election to be held on Tuesday, April 7, 2026.

FILING: Any qualified person may have his or her name placed on the ballot for the General Election as a candidate for the office above by filing a sworn statement of his or her candidacy with the Secretary of the Payne County Election Board no earlier than 8:00 a.m. on December 1, 2025, and no later than 5:00 p.m. on December 3, 2025.

QUALIFICATION FOR OFFICE: Only qualified registered voters of the City of Stillwater who have resided within said City for a period of at least six (6) months immediately preceding that date of filing and who are at least twenty-one (21) years of age shall be qualified for the above named office and he or she shall have these qualifications from and after the time when he or she files for office. The holder of the above named office may not hold any office or position in the city government by virtue of appointment by the City Manager.

REGISTERED QUALIFIED VOTERS: Only voters residing in the City of Stillwater who have the qualifications prescribed for voters by the Constitution and Laws of the State of Oklahoma, and who are registered as required by law, may vote in the Election.

POLLING PLACES AND HOURS: Said General Election and Runoff Election shall be held at the usual polling places and conducted by the regular election officials as designated by the County Election Board of Payne County, Oklahoma. Polls will be open at the hour of 7:00 o'clock A.M. and close at the hour of 7:00 o'clock P.M. Such election shall be conducted by those precinct

officers designated by the County Election Board of Payne County, Oklahoma, which officers shall certify the results thereof as required by law. The number and location of the polling places for the election shall be the same as prescribed by the County Election Board for state and county elections and shall include all precincts totally or partially within the city limits of the City of Stillwater, Oklahoma.

NONPARTISAN ELECTIONS: Both the General Election and the Runoff Election shall be nonpartisan, and no party designation or emblem shall be placed on the ballots.

WITNESS MY HAND on the official seal of said City of Stillwater, Oklahoma, this 3rd day of November, 2025.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 3RD DAY OF NOVEMBER, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 3, 2025



Agenda Item:	9.b. CC-25-153
Previous/Related Action:	• There are no previous related actions
Background/Issue:	• The National Bridge Inspection Standards require state departments of transportation to perform biennial inspections of all bridges within their state and to ensure the necessary load postings are present and repairs are made. The Oklahoma Department of Transportation (ODOT), using federal funds, pays for and manages consultants to perform the inspections. • ODOT has prequalified engineering consultants to provide bridge inspection services for the 2026-28 program. The City may select one of the prequalified firms to do inspection work for bridges located in City limits of Stillwater. • Per the attached letter from ODOT dated September 24, 2025, the City's choice of consultant must be documented by a resolution and a copy of the approved resolution sent to ODOT by November 28, 2025. Otherwise, ODOT will select a consultant on behalf of the City.
Proposal/Solution:	• After review of proposals submitted to ODOT by the prequalified engineering consultants, City Engineering staff recommend Consor North America be selected as the most highly qualified consultant for the bridge inspection work in the City of Stillwater.
Financial Source/Impact:	• All inspection services are paid for by ODOT. Approval of this agenda item will have no budget impact.
Related Strategic Priority:	#3 SAFE COMMUNITY #4 CONNECTED SPACES
Recommended Action/Motion:	• Motion to adopt the Resolution and authorize Mayor and

staff to sign the document.

Prepared By:	Ann Colina
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. CI-2550 letter to City from ODOT re consultant selection
2. 2025-29 City Bridge Inspections ODOT Reso

September 24, 2025

Dear City Official:

Re: Letter of Choice for City Bridge Inspection Contracts

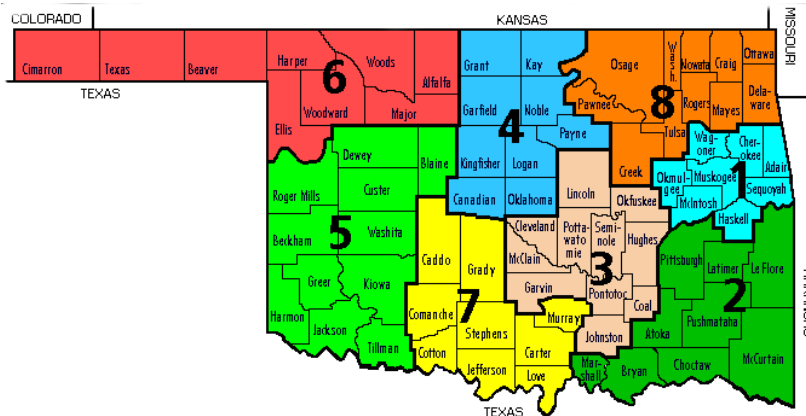
The Oklahoma Department of Transportation (ODOT) has prequalified seven consulting firms to perform Local Government bridge safety inspections based on our established qualifications-based selection process and the requirements of the National Bridge Inspection Standards (NBIS). It is anticipated the new routine Local Government bridge inspection contracts will start April 1, 2026 and extend to March 31, 2028. A list of the prequalified inspection firms is attached.

- (1) Select one of the ODOT prequalified consulting firms from the attached “Qualified Bridge Inspectors” list. You are encouraged to evaluate the Consultant’s Letter of Interest (LOI) and the Consultant’s response packet to determine which firm best suits your needs. *Interviews are not required to finalize your selection.* Please refer to the following web site:
<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2025-2026/>
- (2) You may elect to perform bridge safety inspections with your own forces provided the bridge inspection teams and program manager are fully qualified in accordance with the NBIS. For your information we have attached a copy of the latest NBIS qualification requirements. Payment would be based on actual rates including applicable payroll additives for benefits, etc. and vehicle mileage rates. Provide ODOT the qualifications of your team leader, assistant team leader, and program manager for approval prior to performing inspections.
- (3) Use the same firm that the County selects.
- (4) Let ODOT select for you.

*You are respectfully requested to make your choice before **November 28, 2025, by Resolution stating your choice of 1, 2, 3, or 4 above.** It is critical that we receive your resolution in a timely manner to obtain ODOT Transportation Commission approval prior to April 2026. Only one (1) engineering firm per city. **If your resolution is not received by November 28, 2025, ODOT will make the selection for you. Please note that, once you select your bridge inspection team, no changes can be made until the next contractual period.***

Please send one copy of your resolution to the appropriate field district office and one copy to the contract administrator (see following page), electronic copies via e-mail are preferred.

Contract Administrator	Field District	Contact/Email
Sunsinee L. Parker Project Management Division Oklahoma Dept. of Transportation 200 NE 21 st Street Oklahoma City, OK 73105-3204 Phone: (405) 210-0643 SLParker@odot.org	Dis 1: (918) 687-5407	Kevin Arnold kwarnold@odot.org
	Dis 2: (580) 298-3371	Shane Miller SHMILLER@odot.org
	Dis 3: (580) 332-1526	Matthew Blakeslee mblakeslee@odot.org
	Dis 4: (580) 336-7340	Wes Kellogg wkellogg@odot.org
	Dis 5: (580) 323-1431	Jimabel Moore JJMoore@odot.org
	Dis 6: (580) 735-2561	Luke Davis LDDAVIS@agency.ok.gov
	Dis 7: (580) 255-7586	Dustin Vaughan dvaughan@odot.org
	Dis 8: (918) 838-9933	Thomas Askegaard TAskegaard@odot.org



Per ODOT policy, the city is responsible for bridge inspections in the cities under their jurisdiction that have less than five (5) bridges. Per Oklahoma statute (69 O.S. § 316) the county is responsible for bridge inspections in cities with a population less than 2,500. Exceptions to the statute may exist where cities with populations between 2,500 and 5,000 have existing maintenance agreements with the county in place, and on file at ODOT, directing responsibility of bridge inspection on the county. For your information, attached is a list of the cities and their populations per the 2020 census.

Once we receive your choice as noted above, the Department will contract with the consultant to perform bridge inspections. Please feel free to contact any of the following with questions you may have:

- ODOT District Office in your area Ask for the County Bridge Coordinator.
- Steven Gauthé sgauthé@odot.org 405-521-2553 Local Government Division
- Walt Peters wpeters@odot.org 405-521-2606 Bridge Division
- Daniel Knickmeyer dknickmeyer@odot.org 405-521-2606 Bridge Division

Yours sincerely,

Jason Giebler, P.E., S.E.
Bridge Engineer

JG/wp

Enclosures

cc: Director
Chief Engineer
Director of Operations
Director of Design
County Bridge Coordinators
Prequalified Inspection Consultants

Field District Engineers
Project Management Division
Local Government Division
FHWA
ACCO
Circuit Engineering Districts 2, 3, 4, 7, and 8

QUALIFIED Bridge Inspectors For CI-2550

Prequalified Consultants	Contact	Office Phone	Cell Phone	E-mail Contact
B&N / Lochner	Edward Cinadr Troy Travis	(614) 296-0522 (405) 249-5463	(614) 296-0522 (405) 249-5463	ed.cinadr@burgessniple.com
CEC Corporation	Gus Wuertz	(405) 753-4200	(405) 753-4200	Gus.Wuertz@connectcec.com
Conсор Engineers, LLC	Ryan Craig	(405) 370-3915	(405) 370-3915	Ryan.Craig@consoreng.com
Garver	Brad Thompson	(918) 250-5922	(918) 740-6386	brthompson@garverusa.com
Guy Engineering	Brad Folks	(918) 437-0282	(539) 424-5033	Brad@GUYengr.com
Olsson	Jimmy Sparks	(405) 435-4504	(405) 435-4504	jsparks@olsson.com
Walter P. Moore	Brent Bolerjack	(405) 493-0500	(405) 394-0875	BBolerjack@walterpmoore.com

Additional information pertaining to the consultants can be found at the following address:

<https://www.odot.org/projmgmt/off-system-bridge-inspection-consultants-2025-2026/>

National Bridge Inspection Standards (NBIS) Requirements:

Program Manager: Reference is made to 23 CFR Part 650 National Bridge Inspection Standards (NBIS): NBIS require that the program manager be a registered professional engineer, registered in Oklahoma. The program manager is responsible for oversight of the Local Government bridge safety inspection program. He or she must be qualified and approved by the ODOT Bridge Division to review inspection forms, calculate load ratings for posting and closing bridges, do scour studies and assessments, and make repair recommendations to the bridge owner. If the Local Government does not employ a qualified Professional Engineer, you may select a consulting engineer under similar terms covered in choice (2) above for the Program Manager or when there is a qualified Circuit Engineering District in your area, you may use the Program Manager from the Circuit Engineering District – choice (1) above. Program Managers must participate in the Department's QC/QA training.

Inspection Team: The NBIS, FHWA, and / or ODOT require the following: The bridge inspection team consists of a Team Leader and an assistant, with the Team Leader having successfully completed a two-week FHWA approved comprehensive bridge inspection class plus one of the following:

- (1) Be a registered Professional Engineer registered in the State of Oklahoma with a minimum of 6 months bridge inspection experience.
- (2) Have a full five-year bridge safety inspection experience.
- (3) Have a NICET level III or IV in bridge safety inspection.
- (4) Have a bachelor's degree in engineering from accredited college or university, pass the National Council of Examiners for Engineering and Surveying Fundamentals of Engineering examination, and have a minimum of two years of bridge inspection experience.
- (5) Have an associate's degree in engineering or engineering technology from an accredited college or university and four years of bridge inspection experience.

The Team Leader must participate in the Department's QC/QA training.

Assistant Team Leader: The assistant team leader must have completed two-week FHWA approved comprehensive bridge inspection class **and/or** attend QC / QA bridge inspection training provided by the Department.

EXAMPLE RESOLUTION for CI-2550

**CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge Inspection Contracts for April 1, 2026 to March 31, 2028**

WHEREAS, the City of _____ has the responsibility of bridge maintenance and safety inspections.

WHEREAS, the City of _____ has the following options:

- (1) Select one of ODOT's prequalified engineering firms.**
- (2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).**
- (3) Use the same consultant as _____ County.**
- (4) Let ODOT make your selection.**

Therefore, BE IT RESOLVED, by the City of _____ that it is their desire to select option #____ and choose

Name _____
Address _____

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this _____ day of _____, 2025

BY _____ CHAIRMAN

BY _____ MEMBER

BY _____ MEMBER

ATTEST: _____
City Clerk

Cities Qualifying for a Bridge Inspection Contract

	CITY_NAME	County	District	Number Bridges	Total Inspections	Bridges Requiring Load Ratings	Population	Snooper Required
1	Ada	Pontotoc	3	10	10	1	17,239	No
2	Altus	Jackson	5	10	10	1	18,162	No
3	Ardmore	Carter	7	20	22	2	24,769	No
4	Atoka	Atoka	2	6	7	1	3,033	No
5	Bartlesville	Osage & Washington	8	28	33	3	36,605	No
6	Bixby	Tulsa	8	7	7	1	28,453	No
7	Blanchard	McClain	3	8	8	1	9,114	No
8	Broken Arrow	Tulsa & Wagoner	1 & 8	85	94	9	111,648	No
9	Chandler	Lincoln	3	6	8	1	3,080	No
10	Chickasha	Grady	7	27	27	3	16,372	No
11	Choctaw	Oklahoma	4	23	24	2	12,768	No
12	Claremore	Rogers	8	11	11	1	18,927	No
13	Clinton	Custer	5	5	5	1	8,947	No
14	Collinsville	TULSA	8	7	7	1	7,540	No
15	Coweta	Wagoner	1	9	12	1	10,206	No
16	Del City	Oklahoma	4	24	30	2	21,638	No
17	Duncan	Stephens	7	37	38	4	22,259	No
18	Durant	Bryan	2	14	15	1	19,157	No
19	Edmond	Oklahoma	4	59	65	6	95,346	No
20	El Reno	Canadian	4	33	37	3	20,596	No
21	Elk City	Beckham	5	18	18	2	11,354	No
22	Enid	Garfield	4	79	79	8	49,542	No
23	Fairview	Major	6	10	12	1	2,579	No
24	Ft. Gibson	Muskogee	1	5	6	1	3,933	No
25	Grove	Delaware	8	5	5	1	7,184	No
26	Guthrie	Logan	4	11	12	1	11,800	No
27	Harrah	Oklahoma	4	8	10	1	6,627	No
28	Henryetta	Okmulgee	1	12	18	1	5,503	No
29	Jenks	Tulsa	8	13	13	1	24,257	No
30	Lawton	Comanche	7	94	98	9	93,164	No
31	Lone Grove	Carter	7	5	5	1	5,190	No
32	McAlester	Pittsburg	2	35	35	4	17,788	No
33	Miami	Ottawa	8	7	8	1	12,947	No
34	Midwest City	Oklahoma	4	20	21	2	57,591	No
35	Moore	Cleveland	3	28	28	3	63,102	No
36	Muskogee	Muskogee	1	22	27	2	36,831	No
37	Newcastle	McClain	3	7	7	1	11,347	No
38	Norman	Cleveland	3	74	75	7	125,762	No
39	Okla. City	Canadian, Clev, Okla	3 & 4	606	626	61	662,314	Yes
40	Okmulgee	Okmulgee	1	10	10	1	11,615	No
41	Owasso	Tulsa & Rogers	8	31	31	3	37,241	No
42	Piedmont	Canadian	4	13	13	1	8,973	No
43	Ponca City	Kay	4	17	17	2	23,482	No
44	Poteau	LeFlore	2	12	16	1	8,906	No
45	Sand Springs	Tulsa & Osage	8	7	8	1	20,017	No
46	Sapulpa	Creek	8	14	14	1	21,349	Yes
47	Seminole	Seminole	3	5	5	1	7,035	No
48	Shawnee	Pottawatomie	3	35	35	4	31,555	No
49	Stillwater	Payne	4	31	32	3	50,306	No
50	Tahlequah	Cherokee	1	24	27	2	16,998	No
51	The Village	Oklahoma	4	6	6	1	9,639	No
52	Tulsa	Osage, Tulsa, Wagoner	1 & 8	308	315	31	403,166	Yes
53	Tuttle	Grady	7	14	14	1	7,634	No
54	Weatherford	Custer	5	5	5	1	11,901	No
55	Yukon	Canadian	4	16	17	2	28,793	No

RESOLUTION NO. CC-2025-29

A RESOLUTION CONCERNING THE CITY OF STILLWATER'S BRIDGE SAFETY INSPECTION RESPONSIBILITY PURSUANT TO NATIONAL BRIDGE INSPECTION STANDARDS AND NOTIFICATION TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION OF BRIDGE INSPECTION CONSULTANT SELECTION FOR BRIDGE INSPECTION CONTRACTS COMMENCING APRIL 1, 2026 THROUGH MARCH 31, 2028

WHEREAS, the City of Stillwater has the responsibility of bridge maintenance and safety inspections for city owned bridges; and

WHEREAS, the City of Stillwater has the following options provided by the Oklahoma Department of Transportation ("ODOT") to perform federally mandated bridge inspections:

- (1) Select one of ODOT's prequalified consulting firms from a list of "Qualified Bridge Inspectors".
- (2) Elect to do bridge safety inspections with city forces using inspection teams and a program manager fully qualified as mandated by the National Bridge Inspection Standards ("NBIS").
- (3) Utilize the same bridge inspection consultant as Payne County selects.
- (4) Allow ODOT to make the consultant selection.

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

The City selects option (1) and will select Consor North America, Inc. as the prequalified consulting firm responsible for mandated city bridge safety inspections commencing on April 1, 2026 through March 31, 2028.

APPROVED AND PASSED THIS 3RD DAY OF NOVEMBER, 2025.

WILLIAM J. JOYCE, MAYOR

(SEAL)
ATTEST

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 3RD DAY OF NOVEMBER, 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

ORDINANCE NO. 3584

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE", ARTICLE I, "GENERAL PROVISIONS", SECTION 23-7, "DEFINITIONS"; ARTICLE V, "USE CATEGORIES AND LIMITATIONS", DIVISION 1, "GENERALLY", SECTION 23-96, "DEFINITIONS"; ARTICLE VI, "LAND USE CLASSIFICATIONS", DIVISION 4, "COMMERCIAL DISTRICTS", SECTION 23-152, "CB COMMERCIAL BUSINESS DISTRICT", SUBSECTION (A), "PERMITTED BY RIGHT"; ARTICLE XXIV, "TABLE OF USES", SECTION 23-435, "CREATED"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That Stillwater City Code, Chapter 23, "Land Development Code", Article I, "General Provisions", Section 23-7, "Definitions", be amended to add the definition of "unit (condominium) ownership" as follows:

Sec. 23-7. Definitions.

~~Unit (condominium) ownership means ownership of an individual unit located within a multiunit building or multibuilding development pursuant to the Unit Ownership Estate Act, 60 O.S. § 501 et seq.~~

SECTION 2: That Stillwater City Code, Chapter 23, "Land Development Code", Article V, "Use Categories and Limitations", Division 1, "Generally", Section 23-96, "Definitions", be amended to delete the definition of "Unit (condominium) ownership" as follows:

Sec. 23-96 Definitions.

~~Unit (condominium) ownership means ownership of an individual unit located within a multiunit building or multibuilding development pursuant to the Unit Ownership Estate Act, 60 O.S. § 501 et seq.~~

SECTION 3: That Stillwater City Code, Chapter 23, "Land Development Code", Article VI, "Land Use Classifications", Division 4, "Commercial Districts", Section 23-152, "CB Commercial Business District", Subsection (a) "Permitted by right," be amended to remove subsection (18), "Unit (condominium) ownership," as follows:

~~(18) Unit (condominium) ownership.~~

SECTION 4: That Stillwater City Code, Chapter 23, "Land Development Code", Article XXIV, "Table of Uses", Section 23-435, "Created", be amended to remove "Unit (condominium) ownership" as follows:

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Accommodation (bed and breakfast only in RSS and RSL)	S	S			S	S	P			S	P	P	P	P		
Agriculture, Forestry, Fishing and Hunting																P
Animal and Pet Keeping Services													S		P	P
Arts and Entertainment												P	P			
Bed and breakfast/hotel/motel										S	P	P	P			
Beverage Services										S	P	P	P	P		
Boarding house/Rooming house	S			P	P	P	P					P				
Chemical Manufacturing															S	
Child and Adult Care Services	S	S	S	S	S	S	S	S		P	S		S	S		
Churches and Religious Institutions	S	S	S	P	P	P	P			P			P			

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Communication Services															P	
Computer and Electronic Product Manufacturing and Electrical Equipment, Appliance, and Component Manufacturing													S	P		
Construction											S		S	P	P	
Conventional single-family detached or zero lot line	P	P	P	S				S	P							P
Educational Services	S	S	S	S	S	S	S			P	P	P				S
Financial Institutions and Services										P	P	P	P			
Food, Beverage, and Tobacco Product Manufacturing													S	P		
Food Services										S	P	P	P	P		
Free-Standing Self-Service Facilities					P	P				P	P	P	P	P		

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Furniture and Related Product Manufacturing														S		
Health Care and Social Assistance				S	S					P	S		P			
Information										S	P	S	P	P		
Leather and Allied Product Manufacturing														S		
Machinery Part Manufacturing															P	
Manufactured Home								p								P
Mining															S	S
Mixed Use						P	P			P	P	P	S			
Modular Home	P	P	P					S	P							P
Mobile Home								P								P
Mobile Home Park													S			P
Multi-Family				P	P	P	P				S	P				
NonMetallic Mineral Product Manufacturing															S	

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Paper Manufacturing													S	S	P	
Parking Lot/Garage					P	P	P			S		P	P	P	P	
Personal and Laundry Services					S	S				S	P	P	P	P		
Personal Storage and Warehousing											P		P	P		
Petroleum and Coal Products Manufacturing															S	
Plastics and Rubber Products Manufacturing															P	
Primary Metal and Fabricated Metal Products Manufacturing															P	
Professional and Administrative Offices and Services										P	P	P	P	P		
Public Administration and Service										P	S	P	S	P	P	S

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Recreation										S		P	P			S
Research and Development										S			P	P	P	
Residential Design Manufactured Home	P	P	P													P
Retail Trade											P	P	P			
RV Park													S			
Telecommunications Tower					S	S	S						S		P	P
Textile Mills, Textile Product Mills, and Apparel Manufacturing														S	S	
Townhome		S	S	P	P				P			P				
Transportation Activities											S		P	P	P	
Transportation and Equipment Manufacturing															P	
Two-Family			P	P	P				P							
Unit (condominium) ownership		P	P						P			P				

<u>Uses</u>	<u>RS</u> <u>L</u>	<u>RS</u> <u>S</u>	<u>R</u> <u>I</u>	<u>RT</u> <u>M</u>	<u>R</u> <u>MI</u>	<u>RM</u> <u>U</u>	<u>H</u> <u>R</u>	<u>M</u> <u>H</u>	<u>NT</u> <u>Z</u>	<u>O</u>	<u>C</u> <u>S</u>	<u>C</u> <u>B</u>	<u>C</u> <u>G</u>	<u>I</u> <u>L</u>	<u>I</u> <u>G</u>	<u>A</u>
Utilities													P	P	P	P
Vehicle/Equipment Sales, Rental, and Service											S		P	P		
Warehousing and Storage														P	P	S
Waste Management and Remediation Services															P	
Wholesale Trade													P			
Wood Product Manufacturing														S	P	

SECTION 5: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 6: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 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: 11/03/2025
Second Reading:

ORDINANCE NO. 3585

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," ARTICLE V, "USE CATEGORIES AND LIMITATIONS," DIVISION 2, "ACCESSORY USE CATEGORIES AND REGULATIONS," SECTION 23-105, "SIDEWALK, STREET AND PARKING LOT TABLE SERVICE AREAS"; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That Stillwater City Code, Chapter 23, Land Development Code, Article V, "Use Categories and Limitations," Division 2, "Accessory Use Categories and Regulations," Section 23-105, "Sidewalk, street and parking lot table service areas," be amended to read as follows:

Sec. 23-105. Sidewalk, street and parking lot table service areas.

Portions of public sidewalks, on-street parking spaces, and off-street parking spaces and lots may be permitted for use as restaurant or bar table service areas as set forth in this section at those locations within the city designated with the following zoning classification: CB Commercial Business, CG Commercial General, CS Commercial Shopping, T5 Transect of the Form Based Code, and T6 Transect of the Form Based Code, provided the speed limit of the adjoining street is 25 miles per hour or less. Off-Street parking spaces and lots may be permitted as restaurant or bar table service areas as set forth in this section within any of the aforementioned zoning classifications, provided the speed limit of the adjoining street is 45 miles per hour or less.

1. Sidewalk cafes:

- *Location:* The sidewalk utilized for this purpose shall abut the restaurant or bar providing the table service.
- *Configuration:* All tables, chairs and service related facilities shall be contained within a physical barrier abutting the building. ~~The physical barrier shall leave at least six feet of sidewalk between the building and table service area unobstructed and open to pedestrian travel. There shall be at least 6 feet of sidewalk outside the physical barrier which is open and unobstructed to pedestrian traffic.~~ The barrier shall not extend beyond the front of the building, except in those instances wherein the building is located on a corner that is fronted by sidewalk or the building is freestanding and fronted by sidewalk, provided that such table service area does not extend beyond the restaurant or bar property line. The table service area shall be appropriately secured to prohibit the entry of minors if so required by state law or city ordinance.
- *Construction:* Barrier materials shall be high quality, durable, and waterproof. Acceptable materials include wood, metal, landscape planters, brick, stone, or a combination thereof. Awnings or canopies extending over the sidewalk café shall be supported by internal or external connections to the building face. If ground

support poles are necessary, the poles shall comply with all applicable building and structural requirements.

- *Licensing:* The operator shall have appropriate licensing for the sale of alcoholic beverages.
- *Insurance:* The owner/operator of a sidewalk café operated on a public sidewalk or right-of-way shall carry general liability insurance in an amount sufficient to fully indemnify the city in case of personal injury or property damage. Such insurance coverage shall be in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall name the city as an additional insured in amounts equal to such liability limits.
- *Application:* Prior to commencing such operations, a scaled site plan showing the location of the building, right-of-way, sidewalks, curbs, utility poles, awnings or canopies, and all proposed fencing, seating and tables, as well as proof of insurance shall be submitted to the community development department for review and permit approval.
- *Maintenance:* Maintenance of the sidewalk table service area shall be the responsibility of the permit holder.
- *Administration:* The city manager may revoke any permit issued under this section for violation of the provisions set forth herein, or violation of any State of Oklahoma, Payne County or City of Stillwater alcoholic beverage law or health code or order.

2. *Short-term on-street table service:*

- *Duration:* Forty-eight hours or less. A permit may be issued authorizing multiple or successive 48-hour operational periods provided such do not overlap or commence immediately upon the expiration of a previous authorized operational period.
- *Location:* The parking stall(s) utilized for this purpose shall be in immediate proximity to the restaurant or bar providing the table service.
- *Configuration:* The restaurant or bar table service area shall be enclosed by a clearly visible physical barrier. All tables, chairs and service related facilities shall be contained within a physical barrier. The physical barrier shall not enclose any portion of the parking stall(s) that is within one foot of the adjacent roadway. No portion of the table service area shall encroach on the adjoining sidewalk, unless the business operating said area has a sidewalk permit as authorized by this section. Adjoining sidewalks shall be free of any obstruction related to the adjoining business or table service area. If alcoholic beverages are served within the table service area, such area shall be appropriately secured to prohibit the entry of minors if so required by state law or city ordinance. No table service area barrier shall obstruct sight lines to roadway signage.
- *Construction:* Materials used in the construction of the table service area shall be of a durable quality that is visible to vehicular traffic. Such materials may

consist of brick, stone, wood, concrete block, metal, landscaping, or a combination thereof. Portable metal panels and/or fencing may also be used. Materials utilized for the construction of the table service area shall not obstruct traffic or storm water flow, shall fit flush with the curb and provide ADA accessibility. Puncturing the street or sidewalk to anchor construction materials is prohibited.

- *Licensing:* The operator shall have appropriate licensing for the sale of alcoholic beverages.
- *Insurance:* The owner/operator shall carry general liability insurance in an amount sufficient to fully indemnify the city in case of personal injury or property damage. Such insurance coverage shall be in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall name the city as an additional insured in amounts equal to such liability limits.
- *Application:* Prior to commencing such operations, a scaled site plan showing the location of the building, right-of-way, sidewalks, curbs, utility poles, awnings or canopies, and all proposed fencing, seating and tables, as well as proof of insurance shall be submitted to the community development department for review and permit approval. The site plan shall describe the location of the proposed table service area, indicate the materials used to construct the table service area, and how pedestrian traffic will move through or around the table service area.
- *Maintenance:* Maintenance of the table service area shall be the responsibility of the permit holder.
- *Administration:* The city manager may revoke any permit issued under this section for violation of the provisions set forth herein, or violation of any State of Oklahoma, Payne County or City of Stillwater alcoholic beverage law or health code or order.

3. *Long-term on-street table service:*

- *Duration:* Forty-eight hours or longer.
- *Location:* The parking stall(s) utilized for this purpose shall be in immediate proximity to the restaurant or bar providing the table service. Additionally, parking stalls fronting adjacent properties may be utilized with written permission of the affected business and property owner(s).
- *Configuration:* All tables, chairs and service related facilities shall be contained within a physical barrier. The physical barrier shall leave at least six feet of sidewalk between the building and table serving area unobstructed and open to pedestrian travel. Alternatively, if it is not possible to leave the sidewalk unobstructed in this manner, the permit holder shall re-route a six foot wide sidewalk around the table seating area and provide a secure and visible barrier between the relocated sidewalk and street travel lane. The table service area shall be appropriately secured to prohibit the entry of minors if so required by state law or city ordinance. No table service area barrier shall obstruct sight lines to roadway signage.

- *Construction:* Barrier materials shall be high quality, durable, and waterproof. Acceptable materials include wood, metal, landscape planters, brick, stone, or a combination thereof. Loose particles such as sand or loose stone are prohibited within the table serving area or sidewalk area. Materials utilized for the construction of the table service area shall not obstruct traffic or storm water flow, shall fit flush with the curb and provide ADA accessibility. Puncturing the street or sidewalk to anchor construction materials is prohibited.

All barriers shall have reflective tape, soft hit posts, wheel stops, and or other edging such as planters, railings, or cables to protect users from street traffic. Planters used as edging features shall be large and durable, and not easily removable.

Decking, when used, shall be flush with the curb and may not have more than ½" gap from the curb. Decking shall be constructed of durable material capable of withstanding weather elements. Deck installation shall not damage the sidewalk, street, curb, or any aspect of the public right-of-way.

Whenever a sidewalk is relocated, said route shall maintain ADA accessibility by the use of ramps or other means of continuous access. A minimum 36-inch ADA accessible entryway to the table serving area shall be maintained.

All furniture shall be designed for outdoor use. The use of umbrellas, lighting, outdoor heaters, or other amenities is encouraged so long as these do not pose a fire threat or tripping hazard.

- *Lease:* The owner/operator shall execute a short-term lease agreement with the city before taking possession of any parking stall(s) approved under this section. The initial lease term shall be for six months and may be renewed thereafter for additional periods to be determined by the owner/operator and the city manager. The rent for use of the parking stall(s) shall be \$100.00 per lease term. The city manager is hereby authorized to enter into and execute these lease agreements provided that the applicant meets all of the requirements set forth herein.
- *Licensing:* The operator shall have appropriate licensing for the sale of alcoholic beverages.
- *Insurance:* The owner/operator shall carry general liability insurance in an amount sufficient to fully indemnify the city in case of personal injury or property damage. Such insurance coverage shall be in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall name the city as an additional insured in amounts equal to such liability limits.
- *Application:* Prior to commencing such operations, a scaled site plan showing the location of the building, right-of-way, parking stalls, sidewalks, curbs, utility poles, awnings and/or canopies, and all proposed fencing, seating and tables, edging and buffering, as well as proof of insurance shall be submitted to the community development department for review and permit approval. The site

plan shall indicate the number and location of parking stalls to be utilized for the table service area.

- *Maintenance:* Maintenance of the table service area shall be the responsibility of the permit holder, including but not limited to the following:
 - a) Keep area well maintained and in good repair with daily cleaning.
 - b) Keep area free of debris, grime, and graffiti.
 - c) Water and maintain all vegetation.
 - d) Provide pest control as needed.
 - e) Amplified music shall be at a low volume only for the enjoyment of guests in the service area.
 - f) Provide trash and recycling receptacles.
- *Administration:* If necessary, the city manager may close additional parking stalls in order to eliminate a potential hazard to pedestrians and patrons of commercial establishments. The city manager may revoke any license issued under this section for violation of the provisions set forth herein, or violation of any State of Oklahoma, Payne County or City of Stillwater alcoholic beverage law or health code or order.

4. *Off-street parking table service:*

- *Location:* Off-street parking areas in the immediate proximity to the restaurant or bar providing the table service area. These areas may be public or private, or a combination thereof.
- *Configuration:* The table service area shall be enclosed by a clearly visible physical barrier. All tables, chairs and service related facilities shall be contained within the physical barrier. The physical barrier shall not enclose any portion of a parking stall(s) that is within one foot of a property line. No portion of the table service area shall encroach on the adjoining sidewalk. No part of the table service area shall be located along the front of the building. The table service area shall be appropriately secured to prohibit the entry of minors if so required by state law or city ordinance.
- *Construction:* Materials used in the construction of the table service area shall be of a durable quality. Such materials may consist of brick, stone, wood, concrete block, metal, landscaping, or a combination thereof. Portable metal panels and/or fencing may also be used. Materials utilized for the construction of the table service area shall not obstruct traffic or storm water flow and provide ADA accessibility. Puncturing city-owned streets or sidewalks to anchor construction materials is prohibited.
- *Licensing:* The operator shall have appropriate licensing for the sale of alcoholic beverages.
- *Insurance:* If the parking area is on city-owned property, the owner/operator shall carry general liability insurance in an amount sufficient to fully indemnify

the city in case of personal injury or property damage. Such insurance coverage shall be in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., and shall name the city as an additional insured in amounts equal to such liability limits.

- *Application:* Prior to commencing such operations, a scaled site plan showing the location of the building, right-of-way, sidewalks, curbs, utility poles, awnings or canopies, and all proposed fencing, seating and tables, as well as proof of insurance shall be submitted to the community development department for review and permit approval. The site plan shall describe the location of the proposed table service area, indicate the materials used to construct the table service area, and how pedestrian traffic will move through or around the table service area.
- *Maintenance:* Maintenance of the table service area shall be the responsibility of the permit holder.
- *Administration:* The city manager may revoke any license issued under this section for violation of the provisions set forth herein, or violation of any State of Oklahoma, Payne County or City of Stillwater alcoholic beverage law or health code or order.

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

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

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 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: 11/03/2025

Second Reading: