



Together, Investing in Municipal Excellence

**CITY COUNCIL MEETING AGENDA**  
 NOVEMBER 17, 2025

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

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

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

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

a.	Approve November 3, 2025 regular and executive session meeting minutes.	
b.	Approve Memorandum of Understanding with Payne County E911 Board and associated budget amendments.	CC-25-154 Aaron Kelly
c.	Award a Unit Price Contract to Redlands Contracting, LLC for \$289,985 related to roadway drainage improvements to E. 4 <sup>th</sup> Ave. and S. Villa/W. 5 <sup>th</sup> Ave. and S. Orchard (Bid No. 38-2025); authorize total construction expenditures of \$334,000 which includes construction contract, testing and contingency; approve budget amendment in the amount of \$279,353 from the Transportation Sales Tax Fund; authorize the City	CC-25-155 Bill Millis

	Manager to execute the Contract and related documents.		
d.	Approve a Professional Services Agreement with Halff Associates, Inc. for development of bidding documents for the removal of rails and ties in the amount of \$51,890 with total expenditures of \$60,000 which includes design, bidding, construction administration, and contingency (15%); authorize the City Manager to execute the Agreement and related documents; and approve the associated budget amendment.	CC-25-156	Bill Millis
e.	Acceptance of the easements and authorize the mayor to execute the easement documents for Parcel 7A -- Sangre Road Waterline Project with Gary T. Burger and Janis G. Burger, Co-Trustees of the Gary T. and Janice G. Burger Trust.	CC-25-157	Bill Millis

4. Public Comment on Items not Scheduled for Public Hearings

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

5. Items Removed from the Consent Docket

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

6. Public Hearings

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

a.	Receive public comment regarding a request for a Map Amendment (MA25-12) to rezone property addressed as 802 S. Western Road from Small Lot Single Family Residential (RSS) to Office (O) district.	Memo To Withdraw Application	Henry Bibelheimer
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7. General Orders

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

a.	Consider award of Bid #18-2025 for Washington School Demolition (accessory structures) and Asbestos Abatement to Midwest Wrecking Company in the amount of \$120,400.66 which includes add Alternates 02 & 03 for Sodding and Loose Straw Erosion Control; authorize total project expenditures in an amount not-to-exceed \$168,311 which includes architecture, design, and asbestos survey professional services and contingency; approve associated budget amendments; and authorize City Manager to execute the contract and related documents.	CC-25-158	Christy Driskel
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8. Resolution

a.	RESOLUTION NO. CC-2025-30: A RESOLUTION AUTHORIZING EXECUTION OF A RELEASE AND TERMINATION OF COVENANT AGREEMENT IN CONNECTION WITH THE CAMPUS CORNER CREAMERY REDEVELOPMENT LOCATED AT 229 S. KNOBLOCK STREET, STILLWATER, OKLAHOMA.
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9. Ordinance

Second 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
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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
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10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Adjourn

On November 13, 2025 at 5:20 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW  
THE AMENDED AGENDA WAS POSTED OCTOBER 31, 2025 AT 8:55 A.M.  
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES  
STILLWATER CITY COUNCIL  
REGULAR MEETING  
COUNCIL HEARING ROOM  
723 S. LEWIS  
NOVEMBER 3, 2025**

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

**1. CALL MEETING TO ORDER**

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

**2. PLEDGE OF ALLEGIANCE**

Boy Scout Troop #802 led the audience in the Pledge of Allegiance.

**3. PROCLAMATIONS/PRESENTATIONS**

- a. Homelessness Awareness Month Proclamation

Mayor Joyce read the proclamation declaring November 2025 as Homelessness Awareness Month in Stillwater. The proclamation was accepted by the Mission of Hope Board of Directors.

**4. CONSENT DOCKET**

- 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.
- d. Acceptance of the Western Road left-turn lane for the Frye Farms and Park Valley subdivisions.
- e. Acceptance of the final plat for Frye Farms, Phase 2 on a portion of land addressed as 1998 W. 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.
- g. Approve the Stillwater Regional Airport Capital Improvement Plan (CIP) and subsequent submission to the Federal Aviation Administration (FAA).

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

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

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

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

## 6. ITEMS REMOVED FROM CONSENT DOCKET

None.

## 7. PUBLIC HEARINGS

- 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.

Senior Planner Henry Bibelheimer presented the report. He reported that 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. Mr. Bibelheimer stated that 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.

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

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

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE SPECIFIC USE PERMIT FOR THE PROPERTY ADDRESSED AS 1525 S. WESTERN ROAD.

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

- b. Receive public comment regarding a 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".

Senior Planner Henry Bibelheimer presented the report. He reported that 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.

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

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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE TEXT AMENDMENT AS PRESENTED.

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

- 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".

Senior Planner Henry Bibelheimer presented the report. He stated that 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.

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

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

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE TEXT AMENDMENT AS PRESENTED.

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

## **8. GENERAL ORDERS**

- a. 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.

Development Services Director David Barth presented the report. He reported that 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. Mr. Barth stated that the above issues present challenges to developers, engineers and City staff which can significantly slow the development process, leading to frustration and inefficiencies. Staff has completed negotiations with Civic Dynamics, LLC to provide a comprehensive rewrite of the LDC. He stated that 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.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE 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.

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

## **9. RESOLUTIONS**

- a. Resolution No. 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.

City Attorney Kimberly Carnley reported that this resolution authorizes the Election Proclamation for Councilor Seat #5, which is the Mayor's seat that is expiring. This Election Proclamation calls for a General Election on February 10, 2026 and a Runoff Election if needed on April 7, 2026. The candidate filing period is December 1-3, 2025. Ms. Carnley stated that the resolution has not changed but in the Election Proclamation itself under General Election the first sentence currently reads in the event that more than two persons filed and it should read in the event that more than one person files as a candidate for the following office. Ms. Carnley stated that the correction has been made to the Election Proclamation.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2025-28 AS PRESENTED.

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

- b. Resolution No. CC-2025-29: 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.

Civil Engineer Ann Colina stated that 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. Ms. Colina reported that 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. She stated that 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.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2025-29 AS PRESENTED.

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

## **10. ORDINANCES**

- a. First Reading

Ordinance No. 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

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3584 TO SECOND READ AS PRESENTED.

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

Ordinance No. 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

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3585 TO SECOND READ AS PRESENTED.

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

## 11. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney:
  - i. Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Brady Moore.
  - ii. Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.
- b. Miscellaneous items from the City Manager:
  - City Manager Brady Moore reminded residents that the Stillwater Municipal Building will be closed on Thursday, November 28, for Thanksgiving Day, and Friday, November 29, to give staff an opportunity for more time with loved ones. We encourage everyone to plan ahead for any City services that may be needed during the holiday closure. We wish Stillwater residents and those in surrounding communities a safe and joyful Thanksgiving filled with family, friends, health and happiness.
- c. Miscellaneous items from the City Council:
  - Councilor Hardin announced that our community continues to embrace multiple modes of transportation from walking, running, cycling, and more. City staff want to ensure our pathways are connected and safe. If you notice a possible sidewalk improvement or maintenance need, please share that with our City staff through online reporting. To request a new sidewalk, share that information at: [stillwaterok.gov/sidewalkconnect](http://stillwaterok.gov/sidewalkconnect). To report a sidewalk repair, please go to: [stillwaterok.gov/requesttracker](http://stillwaterok.gov/requesttracker). Both reporting sites are easy to use, and the information we receive is immediately shared with the appropriate departments.
  - Councilor Clark stated that the City wants to extend our sincere appreciation to Our Daily Bread, Executive Director Rachael Condley and her dedicated team, for their incredible service to Stillwater and the surrounding communities. Our Daily Bread is a vital resource for food security and so much more, especially now, as national concerns over SNAP funding and food availability impact families right here at home. For anyone in need of assistance, Our Daily Bread is here to provide nutritious groceries and essential items; no one is turned away, and the support is with dignity and care.
  - Councilor Hawkins invited residents to save the date to celebrate the holidays at Block 34 on Saturday, December 6th from 6:30-8:30 p.m. Come enjoy Festive Skies with 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.

- Vice Mayor Dzialowski announced that the holiday season is upon us, and Downtown Stillwater is ready to welcome families and friends to enjoy a variety of festive activities that highlight the charm and spirit of our community. Save the date and participate in the annual Parade of Lights on Thursday, December 4th, 2025, at 6:30 p.m., in Downtown Stillwater. Stillwater Community Center, Visit Stillwater, and Downtown Association President Collett Campbell are accepting parade participant entry forms until Friday, November 14th at 5 p.m.
- Mayor Joyce invited residents to please join in this Friday on Block 34 for the Payne County United Way's "Bean Bag Benefit." This is sure to be a good time with bean tossing, smack talking, food trucks, music, and what appears to be perfect weather. Check-in is until noon, and the tournament begins at 1 p.m. Whether cheering on your favorite teams, enjoying great food, or having a team of your own, we hope to see you at Block 34 this Friday.
- i. Discussion about scheduling items for future meetings.

## 12. QUESTIONS & INQUIRIES

None.

## 13. EXECUTIVE SESSION

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

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING 6:08 P.M.

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

Stillwater City Council meeting recessed at 6:08 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 6:24 p.m.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ENTER INTO EXECUTIVE SESSION AT 6:24 P.M.

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

## 14. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY HARDIN TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:02 P.M.

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

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

**15. ADJOURN**

MOTION BY COUNCILOR HARDIN, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE NOVEMBER 3, 2025 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The November 3, 2025 regular meeting of the Stillwater City Council adjourned at 8:03 p.m.

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**WILLIAM H. JOYCE, MAYOR  
STILLWATER CITY COUNCIL**

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**TERESA KADAVY  
CITY CLERK**

DRAFT

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,  
THE AMENDED AGENDA WAS POSTED OCTOBER 31, 2025 AT 8:55 A.M. AT  
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES  
STILLWATER CITY COUNCIL  
EXECUTIVE SESSION  
723 S. LEWIS  
STILLWATER, OK 74074  
NOVEMBER 3, 2025  
6:24 P.M.**

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

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

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

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

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

The Executive Session concluded at 8:02 p.m.

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**WILLIAM H. JOYCE, MAYOR**

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**TERESA KADAVY, CITY CLERK**

REPORT TO: CITY COUNCIL

MEETING DATE: NOVEMBER 17, 2025



<b>Agenda Item:</b>	3.b. CC-25-154
<b>Previous/Related Action:</b>	
<b>Background/Issue:</b>	All 911 centers in Payne County have entered into an agreement to use CentralSquare Public Safety Suite Pro for computer-aided dispatch services. Using the same system will improve operations and efficiencies in providing 911 service to Payne County residents.
<b>Proposal/Solution:</b>	The servers that run the CentralSquare Public Safety Suite Pro system will be housed in the City of Stillwater server rooms, and they will act as the hub for all 911 centers in Payne County. The City of Stillwater will provide networking services to facilitate access to the servers. A Memorandum of Understanding has been drafted to outline the arrangement and responsibilities.
<b>Financial Source/Impact:</b>	Payne County Enhanced 911 Communications Board has agreed to pay the City of Stillwater \$20,000 per year for the provided networking services.
<b>Related Strategic Priority:</b>	#3 SAFE COMMUNITY
<b>Recommended Action/Motion:</b>	Motion to approve Memorandum of Understanding with Payne County E911 Board and associated budget amendments.
<b>Prepared By:</b>	Aaron Kelly
<b>Reviewed By:</b>	Teresa Kadavy
<b>Submitted By:</b>	Brady Moore, City Manager

**Attachments**

1. MOU Payne Co E911 Board
2. Budget Amendment - Revenue - 11.11.2025
3. Budget Amendment - Expenditure - 11.11.2025

**MEMORANDUM OF UNDERSTANDING  
PAYNE COUNTY ENHANCED 911 COMMUNICATIONS BOARD**

This Memorandum of Understanding (“MOU”) is executed the \_\_\_\_ day of \_\_\_\_\_ 2025 between the City of Stillwater, Oklahoma, a municipal corporation, and Payne County Enhanced 911 Communications Board.

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

WHEREAS, the Payne County Enhanced 911 Communications Board (“PCE 911”) governs the Payne County Enhanced 911 Communications Agency which is established in accordance with the Interlocal Cooperation Act (74 O.S. § 1001 et seq.), Nine-One-One Wireless Emergency Number Act (63 O.S. § 2846), and the Oklahoma 9-1-1 Management Authority Act (63 O.S. 2861 et seq.); and

WHEREAS, Stillwater intends to provide networking services to PCE 911 for the purpose of facilitating access to CentralSquare computer-aided dispatch and records management system, formally referred to as CentralSquare Public Safety Suite Professional (“Pro Suite”); and

WHEREAS, Pro Suite and its servers are wholly owned by CentralSquare Technologies, LLC (“CentralSquare”) and are used by Stillwater in accordance with a Software License and Service Subscription Agreement dated May 27, 2021; and

WHEREAS, PCE 911 has a software license with CentralSquare to allow other 911 centers throughout Payne County to use Pro Suite on behalf of their agencies; and

WHEREAS, providing networking services to PCE 911 will improve operations and services provided to Stillwater and Payne County residents; and

WHEREAS, the parties agree that a public purpose exists for this MOU and entering this MOU is in the best interest of the residents of Stillwater and Payne County.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained Stillwater and PCE 911 agree as follows:

1. **Networking Services.** Stillwater shall provide networking services to PCE 911 to facilitate access to Pro Suite. PCE 911 understands and acknowledges that the Pro Suite servers are connected to Stillwater’s infrastructure.
2. **System Ownership.** PCE 911 understands and acknowledges that Pro Suite and its related servers are wholly owned by CentralSquare Technologies, LLC and are used by Stillwater pursuant to a subscription agreement.
3. **Network Access.** Stillwater shall establish network-to-network tunnels at the network edge to facilitate secure access to Pro Suite. PCE 911 understands and acknowledges that the tunnels

must be treated in a way that only access to allowed items is permitted and clients from remote agencies do not have access to unnecessary assets within Stillwater's private network. PCE 911 further understands and acknowledges that access to Pro Suite is provided using a network perimeter appliance, commonly known as a firewall, which will support the confidentiality and integrity of network traffic. The firewall appliances shall be configured in a "High Availability" manner to support the availability of the networking services.

4. **Internet Bandwidth.** PCE 911 understands and acknowledges that use of these networking services will result in an increase in demand for bandwidth through Stillwater's public internet connections. Stillwater will increase bandwidth to facilitate remote agency access to Pro Suite Systems.
5. **Consideration.** In consideration of the networking services provided by Stillwater to PCE 911 under this MOU, PCE 911 agrees to pay Stillwater an annual sum of twenty thousand dollars and no cents (\$20,000.00). The first payment shall be due no later than November 30, 2025, with subsequent payments due annually on the same date each year, unless this MOU is terminated by either party in accordance with its terms. Stillwater reserves the right to adjust the annual payment to account for increases in costs incurred by Stillwater. Notice of any such adjustment shall be given to PCE 911 in writing at least thirty (30) days prior to the effective date of the increased fee.
6. **Non-Appropriations.** The parties understand and acknowledge that Stillwater and PCE 911 are subject to the debt limitation provisions of the Oklahoma Constitution. The parties further understand and acknowledge that this MOU extends over more than one fiscal year and pursuant to constitutional debt limitations there is no guarantee that funding will be available to service this MOU after June 30, 2026. In the event that no appropriation is made by either party that is sufficient to service this MOU, then this MOU shall be null and void. The party failing to identify and allocate sufficient funding shall notify the other party in writing of any such non-allocation of funds at the earliest possible date.
7. **Term and Termination.** This MOU shall become effective upon execution by both parties and shall remain in effect until June 30, 2030, unless terminated by either party with thirty (30) days' written notice. In the event of termination of this MOU, the parties shall not be relieved of any obligations incurred prior to the date of termination. The parties may extend this MOU for additional one-year terms by mutual written agreement by the parties.
8. **Indemnification and Hold Harmless.** Subject to the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.) and without waiving any rights, Stillwater and PCE 911 each, respectively, agree to be responsible for the negligent and intentional acts or omissions of their respective employees, agents, independent contractors, and representatives that arise out of or are related to this MOU.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

PAYNE COUNTY ENHANCED 911 COMMUNICATIONS BOARD

Philip Kelly

Philip Kelly - CHAIRMAN

Name, Title

State of Oklahoma )  
County of PAYNE ) ss

Subscribed and sworn to me before this 3 day of NOVEMBER 2025 by PHILLIP KELLY, CHAIRMAN of Payne County, Oklahoma.



[Signature]

Notary Public

(Seal)  
My Commission Expires: 9/29/2026  
My Commission Number: 22013232

CITY OF STILLWATER, OKLAHOMA  
a Municipal Corporation

[Signature]  
William H. Joyce, Mayor

ATTEST:  
(seal)

[Signature]  
Teresa Kadavy, City Clerk

Budget Amendment Request  
 For Budget Year \_\_\_\_\_

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

Office: 405.372.0025  
 Web: stillwater.org

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Requested by: \_\_\_\_\_

Explanation:

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

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

Reviewed by Department Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by CMO: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by City Council:  Yes  No

Date: \_\_\_\_\_

Processed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Set ID: \_\_\_\_\_

Date Sent to SA&I: \_\_\_\_\_

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Budget Amendment Request  
 For Budget Year \_\_\_\_\_

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

Office: 405.372.0025  
 Web: stillwater.org

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Requested by: \_\_\_\_\_

Explanation:

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

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

Reviewed by Department Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by CMO: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by City Council:  Yes  No

Date: \_\_\_\_\_

Processed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Set ID: \_\_\_\_\_

Date Sent to SA&I: \_\_\_\_\_

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<p><b>Agenda Item:</b></p>	<p>3.c. CC-25-155</p>																
<p><b>Previous/Related Action:</b></p>	<ul style="list-style-type: none"> <li>• CC-22-06, January 24<sup>th</sup>, 2022: Authorization of Deferred Maintenance Projects.</li> <li>• CC-23-54, March 10<sup>th</sup>, 2025: Approved funding to Poe &amp; Associates for general civil engineering support and project management services.</li> </ul>																
<p><b>Background/Issue:</b></p>	<ul style="list-style-type: none"> <li>• Roadway drainage infrastructure near the intersection of 4<sup>th</sup> and Villa, and 5<sup>th</sup> and Orchard have begun to fail and need repair.</li> </ul>																
<p><b>Proposal/Solution:</b></p>	<ul style="list-style-type: none"> <li>• The project advertised for bids on October 11<sup>th</sup>, 2025.</li> <li>• Bids opened on November 5<sup>th</sup> 2025, and are as follows:</li> </ul> <table border="1" data-bbox="618 1115 1458 1465"> <tr> <td>Engineers-Estimate</td> <td>\$212,215.00</td> </tr> <tr> <td>Redlands Contracting, LLC</td> <td>\$289,985.00</td> </tr> <tr> <td>JMB Concrete Construction Inc.</td> <td>\$320,405.00</td> </tr> <tr> <td>LOPP CONSTRUCTION LLC</td> <td>\$322,459.27</td> </tr> <tr> <td>Wyatt Contracting, Inc</td> <td>\$325,894.00</td> </tr> <tr> <td>Mayes Contracting LLC</td> <td>\$337,833.12</td> </tr> <tr> <td>MK Excavation, LLC</td> <td>\$351,851.00</td> </tr> <tr> <td>Ellsworth Construction OKC, LLC</td> <td>\$404,569.69</td> </tr> </table> <ul style="list-style-type: none"> <li>• Both Staff and Poe &amp; Associates have reviewed the bid package and recommend the project be awarded to Redlands Contracting, LLC.</li> <li>• During a meeting of the Transportation Project Advisory Committee (TPAC) on November 10, 2025, the committee took action to recommend moving forward with construction.</li> </ul>	Engineers-Estimate	\$212,215.00	Redlands Contracting, LLC	\$289,985.00	JMB Concrete Construction Inc.	\$320,405.00	LOPP CONSTRUCTION LLC	\$322,459.27	Wyatt Contracting, Inc	\$325,894.00	Mayes Contracting LLC	\$337,833.12	MK Excavation, LLC	\$351,851.00	Ellsworth Construction OKC, LLC	\$404,569.69
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MK Excavation, LLC	\$351,851.00																
Ellsworth Construction OKC, LLC	\$404,569.69																
<p><b>Financial Source/Impact:</b></p>	<ul style="list-style-type: none"> <li>• City Council appropriated \$54,647 in FY22 along with</li> </ul>																

- authorizing the Deferred Maintenance Project.
- Staff have executed Budget Revisions in the amount of \$54,647 from the FY22 Deferred Maintenance Project.
- A Budget Amendment in the amount of \$279,353 is necessary to award the project.
- Sufficient funds are available in the Transportation Sales Tax Fund budget to complete the effort.

**Related Strategic Priority:**

#3 SAFE COMMUNITY  
#4 CONNECTED SPACES

**Recommended Action/Motion:**

- Award a Unit Price Contract to Redlands Contracting, LLC for \$289,985.00;
- Authorize the City Manager to execute the Contract and related documents;
- Authorize total construction expenditures of \$334,000 which includes construction contract, testing and contingency; and
- Approve Budget Amendment in the amount of \$279,353 From the Transportation Sales Tax Fund.

**Prepared By:**

Bill Millis, Director of Engineering

**Reviewed By:**

Bill Millis  
Brady Moore  
Teresa Kadavy

**Submitted By:**

Brady Moore, City Manager

**Attachments**

1. 25TR02 BA



Budget Amendment Request  
For Budget Year 2026

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

Office: 405.372.0025  
Web: stillwater.org

Date: 11/10/2025

Department: Transportation

Requested by: Bill Millis

Explanation: Expenditures:  
Appropriate funds for drainage improvements to 4th and Villa/5th and Orchard. Funding is from the Transportation Sales Tax Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: Drainage Improvements	2604035 - 54009	25TR02260	\$ 0	\$ 279,353	\$ 279,353
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 279,353

Reviewed by Department Manager: *W. Miller*

Date: 2025 10/10

Reviewed by Finance: *[Signature]*

Date: 11/10/2025

Approved by CMO: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by City Council:  Yes  No

Date: \_\_\_\_\_

Processed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Set ID: \_\_\_\_\_

Date Sent to SA&I: \_\_\_\_\_

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<b>Agenda Item:</b>	3.d. CC-25-156
<b>Previous/Related Action:</b>	<ul style="list-style-type: none"><li>• CC-23-121, July 24, 2023: Approval of Phase 1 Rail to Trail Project</li><li>• CC-24-141, December 16, 2024: Approval of Phase 2 Rail to Trail Project</li><li>• July 21, 2025: Approval to enter into a Lease Agreement between ODOT and City of Stillwater</li></ul>
<b>Background/Issue:</b>	<ul style="list-style-type: none"><li>• As part of the Lease Agreement that was executed in July 2025, the City of Stillwater is responsible for the removing and disposing of all rail material.</li></ul>
<b>Proposal/Solution:</b>	<ul style="list-style-type: none"><li>• A Professional Services Agreement with Halff Associates, Inc. to prepare bidding documents for the removal of the rails and ties, and provide construction administrative services has been negotiated.</li><li>• During a meeting of the Transportation Project Advisory Committee (TPAC) on November 10, 2025, the committee took action to recommend moving forward with this project.</li></ul>
<b>Financial Source/Impact:</b>	<ul style="list-style-type: none"><li>• A Budget Amendment in the amount of \$60,000 is needed to fund the Agreement.</li><li>• Sufficient funds are available in the Transportation Sales Tax Fund to complete the effort.</li></ul>
<b>Related Strategic Priority:</b>	#4 CONNECTED SPACES
<b>Recommended Action/Motion:</b>	<ul style="list-style-type: none"><li>• Approve a Professional Services Agreement with Halff Associates Inc. in the amount of \$51,890 for Project Design / Construction Administrative services and \$8,110 for Contingency for a total expenditure of \$60,000;</li><li>• Authorize the City Manager to execute the agreement and related documents; and</li><li>• Approve Budget Amendment in the amount of \$60,000</li></ul>

from the Transportation Sales Tax Fund.

<b>Prepared By:</b>	Bill Millis, Director of Engineering
<b>Reviewed By:</b>	Bill Millis Brady Moore Teresa Kadavy
<b>Submitted By:</b>	Brady Moore, City Manager

**Attachments**

- 1. Agreement
- 2. 26TR06 BA

**CITY OF STILLWATER  
PROFESSIONAL SERVICES AGREEMENT  
PROJECT NUMBER: 26TR06**

**1. Professional Service Provider:**

- a. Name: Halff Associates, Inc.
- b. Telephone No.: 405-493-0340
- c. Address: 1111 N. Lee Ave., Oklahoma City, OK 73103

**2. Project Title and Location: Railroad Rail and Tie Removal – Railroad Corridor from Lakeview Road to 6<sup>th</sup> Avenue**

**3. Contract for:** Development of construction plans for the removal of existing rails and ties within the railroad corridor between Lakeview Road to 6<sup>th</sup> Avenue, including additive alternates for southern project extents. Scope also to include a limited amount of onsite construction administrative assistance following award of the construction contract. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Scope of Services (Attachment A) hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a normal and customary professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rates as set forward in the Basis of Fee (Attachment B), and the total compensation under this contract is Not to Exceed fifty-one thousand, eight hundred ninety dollars and no cents (\$51,890.00) for the entire Scope of the Professional Services rendered. Any Additional Services will be billed at the hourly rates set forth in Exhibit A. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his/her own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the applicable City's Administrative Policies.

**5. Invoicing and Payment:** The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

**6. Time for Performance:** These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed in accordance with the Milestones shown in Attachment A.

**7. Insurance:** The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage to the City on or before the effective date of this Agreement.

During the performance of the services under this Professional Services Contract, the Professional Service Provider shall maintain the insurance coverage required below and the City shall be named as an Additional Insured on the General Liability and Automobile Liability policies:

- (1) General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate;
- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person, not less than \$1,000,000 for each accident and not less than \$1,000,000 for property damage; and
- (3) Professional Liability Insurance, with a limit of \$1,000,000 per claim / annual aggregate.

**8. No Indemnification by the City:** The Professional Service Provider understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, The City shall not indemnify nor hold the Professional Service Provider harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, The Professional Service Provider shall not limit its liability to the City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. The City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

**9. Indemnification by Professional Service Provider:** The Professional Service Provider agrees to indemnify and hold harmless the City, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of The Professional Service Provider, its agents or employees.

**10. Immigration Compliance:** The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws").

**11. Governing Documents:** The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Attachment A to this Contract.
- c. Duly Authorized Amendments arising out of this Contract

**12. Electronic Signatures:** The Parties agree this transaction may be completed by electronic means and an electronic signature on this Contract will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If the Professional Service Provider signs this Contract electronically and/or submits documents electronically, the Professional Service Provider agrees to comply with the City's requirements for submission of electronically signed and/or submitted documents.

**13. Governing Law:** This Agreement shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Payne County, Oklahoma.

**14. Termination:** This Agreement may be terminated by City for convenience at any time upon ten (10) days prior written notice to Professional Service Provider. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party ten (10) days prior written notice and the opportunity to cure such breach(es) specified in the notice. In the event termination is for the convenience of City, payment will be made for the value of all services rendered up to the time of termination. In the event termination is for breach of contract by Professional Service Provider, payment will be made only for the value of those services satisfactorily performed as determined by City. In the event of such termination due to Professional Service Provider's failure to cure, Professional Service Provider shall be responsible for recoverable costs, expenses, and damages to the extent caused by Professional Service Provider's failure to cure.

**15. Entirety of Agreement:** The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

**16. Effective Date:** This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

OWNER:

PROFESSIONAL SERVICE PROVIDER:

CITY OF STILLWATER

HALFF ASSOCIATES, INC.

By: \_\_\_\_\_

By: Amanda Newberry

Name/Title: J. Brady Moore, City Manager

Name/Title: Amanda Newberry, Vice President

Owner(s) address for giving notices:

PO Box 1449

Stillwater, OK 74076

\_\_\_\_\_

VERIFICATION:

State of Oklahoma    )  
                                  ) §  
County of                )

Before me, a Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, personally appeared \_\_\_\_\_, known to be the identical person who executed the within and foregoing instrument, 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.

My Commission Expires:

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM AND LEGALITY THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
KIMBERLY CARNLEY - City Attorney



## **Attachment A: Scope of Services**

### **Railroad Rail and Tie Removal – Railroad Corridor from Lakeview Road to 6<sup>th</sup> Avenue**

#### **Project Scope:**

##### **Project Description**

The purpose of this project is to develop construction plans for the removal of existing rails and ties within the railroad corridor between Lakeview Road to 6th Avenue, including additive alternates for bidding of Phase 1 and Phase 2 extents separately, as funding allows. Onsite construction administrative assistance shall also be provided during construction, as detailed below.

##### **General Scope**

The general scope of work includes the work described below to prepare 50% construction plans, 90% construction plans, final construction plans and bidding documents, up to two (2) virtual meetings, and two (2) in-person review meetings. Project design shall conform to the City of Stillwater standards and specifications. Additional specifications are anticipated to be required for the completion of the construction and will be included in the bidding documents. ODOT pay items and notes may be incorporated where appropriate for the design.

##### **Project Management**

1. HALFF shall attend Virtual Progress Meetings with the City of Stillwater. HALFF shall prepare a progress meeting report for distribution following each meeting. Two (2) virtual meetings are anticipated throughout the duration of the contract.
2. HALFF shall attend each review meeting with the City of Stillwater. Review meetings are anticipated for the 50% plan review and the 90% final review meeting. HALFF shall prepare a plan review meeting report for distribution following each meeting.
3. HALFF shall prepare an estimated construction cost summary at each of the project milestones (50%, 90% and PS&E) based on available current unit pricing.

##### **Deliverables**

All deliverables will be submitted as follows:

1. HALFF shall prepare 50% Preliminary Plans and submit a PDF copy for review and comment by the CITY.
2. HALFF shall prepare 90% Final Review Plans and Bidding Documents and submit a PDF copy for review and comment by the CITY.
3. HALFF shall prepare Final Construction Plans, Specifications and Estimates to the City of Stillwater for bidding purposes.



**Preliminary Plan Development Services (50%)**

- A. **Preliminary Plans (50%)** – Preliminary Plans will be presented to the City of Stillwater to confirm limits of rail removal, review 50% design elements, and provide a preliminary construction cost estimate. The following sheets are included in the 50% Plans:
  - i. Title Sheet
  - ii. Removal Detail
  - iii. Limits of Removal with Aerials on 1:200 scale (no survey)
  
- B. A review meeting will be held to discuss the 50% Plans.

**Final Review Plan Development Services (90%)**

- A. **Final Review Plans (90%)** – Final Review Plans will be presented to the City of Stillwater to incorporate the comments received from the 50% Plans and to provide pay items, notes, bidding documents, and an updated preliminary construction cost estimate. The following sheets are included in the 90% Plans:
  - i. Title Sheet
  - ii. Removal Detail
  - iii. Preliminary General Notes and Summary of Pay Quantities
  - iv. Limits of Removal with Aerials on 1:200 scale (no survey)
  - v. Intersection Details with Aerials on 1:50 scale (no survey)
  - vi. Preliminary Bidding Documents
  - vii. Preliminary Construction Cost Estimate
  
- B. A review meeting will be held to discuss the 90% Plans.

**Final Construction Plan Development Services (100%)**

- A. **Final Construction Plans (100%)** – Final Review Plans will be presented to the City of Stillwater to incorporate the comments received from the 90% Plans and to provide final construction plans, bidding documents, and a final construction cost estimate. The following sheets are included in the 100% Plans:
  - i. Signed Title Sheet
  - ii. Final Removal Detail
  - iii. Final General Notes and Summary of Pay Quantities
    - i. Final Limits of Removal with Aerials on 1:200 scale (no survey)
    - ii. Final Intersection Details with Aerials on 1:50 scale (no survey)
  - iv. Final Bidding Documents
  - v. Engineer's Construction Cost Estimate
  
- B. Halff will attend the Pre-Bid Conference (Up to 2 Meetings if bid separately)
  
- C. Halff will attend the Bid Opening Meeting (Up to 2 Meetings if bid separately)

**Task 4: Construction Administration** – Construction Inspection services will be provided by the City of Stillwater. HALFF will provide on-call support during the construction as described below.

- 1. HALFF shall attend up to 8 monthly construction field meetings or other on-site meetings with the City and the Contractor, at the request of the City.
- 2. HALFF shall respond to up to 2 RFIs and provide a review of up to 8 contractor pay applications, as requested by the City.



3. Change orders, material testing, daily field inspection, and other construction inspection services are excluded and anticipated to be provided by the City of Stillwater, as needed.

### **Assumptions**

Client to provide:

1. Sample Bidding Document with all Bonds and required forms
2. Available utility records, system maps, as-builts
3. Right-of-entry to property

### **Exclusions**

The following services are excluded from this contract and can be added through a supplemental agreement.

1. Topographic Survey
2. Boundary Survey
3. Subsurface Utility Engineering
4. Mapping of utility services
5. Environmental
6. Right of Entry
7. Permitting
8. Bridge Design
9. Legal Descriptions
10. Utility design
11. Existing and proposed drainage capacity analysis
12. Structural Design
13. Traffic Studies
14. Pavement Design
15. Landscape Design
16. Daily Inspection
17. Material Testing



**A. Fee Schedule**

1. Project Management	\$ 10,460.00
2. Preliminary Plan Development (50%)	\$ 7,800.00
3. Final Review Plan Development (90%)	\$ 12,340.00
4. Final Plan Development (100%)	\$ 8,770.00
5. Construction Administration	\$ 10,980.00
6. Expenses	\$ 1,540.00

**Total Project Fee**

**\$51,890.00**

Task Name	Milestone
<b>Plan Development</b>	
Notice to Proceed	TBD
Preliminary Plans (50%)	60 days from Notice to Proceed
Final Review Plans (90%)	60 days from 50% Review Meeting
Final Construction Plans and Documents (100%)	60 days from ODOT Environmental Clearance
Anticipated Letting	120 days from ODOT Environmental Clearance



**HOURLY RATES**

Personnel Classification	2025	2026	2027
<b>HALFF ASSOCIATES, INC</b>			
Principal-In-Charge	\$315.00	\$330.00	\$345.00
Engineer I	\$129.00	\$134.00	\$139.00
Engineer II	\$158.00	\$164.00	\$171.00
Engineer III	\$207.00	\$215.00	\$224.00
Engineer IV	\$265.00	\$276.00	\$287.00
Engineer V	\$315.00	\$330.00	\$345.00
Office Tech I	\$76.00	\$79.00	\$82.00
Office Tech II	\$99.00	\$103.00	\$107.00
Office Tech III	\$128.00	\$133.00	\$138.00
Office Tech IV	\$154.00	\$160.00	\$166.00
Office Tech V	\$207.00	\$215.00	\$224.00
Intern	\$90.00	\$94.00	\$98.00
Administrative II	\$110.00	\$115.00	\$120.00
Administrative III	\$128.00	\$133.00	\$138.00
Specialist I	\$107.00	\$111.00	\$115.00
Specialist II	\$139.00	\$145.00	\$151.00
Specialist III	\$192.00	\$200.00	\$208.00
Specialist IV	\$224.00	\$233.00	\$242.00
Specialist V	\$370.00	\$385.00	\$400.00
Field Tech I	\$85.00	\$88.00	\$92.00
Field Tech II	\$100.00	\$104.00	\$108.00
Field Tech III	\$126.00	\$131.00	\$136.00
Field Tech IV	\$163.00	\$170.00	\$177.00
Field Tech V	\$193.00	\$201.00	\$209.00
CEI Services I	\$118.00	\$123.00	\$128.00
CEI Services II	\$124.00	\$129.00	\$134.00
CEI Services III	\$155.00	\$161.00	\$167.00
CEI Services IV	\$207.00	\$215.00	\$224.00
CEI Services V	\$315.00	\$330.00	\$345.00
Surveyor II	\$132.00	\$137.00	\$142.00
Surveyor III	\$166.00	\$173.00	\$180.00
SUR – 1-Man Survey Crew	\$130.00	\$135.00	\$140.00
SUR – 2-Man Survey Crew	\$200.00	\$208.00	\$216.00
SUR – 3-Man Survey Crew	\$270.00	\$281.00	\$293.00
Mileage	Current Govt. Rates		
Travel Expenses (Lodging, Per Diem)	Current Govt. Rates		
Miscellaneous Project Expenses	Cost + 10%		

## Fee Proposal

Owner: City of Stillwater

Proposal Date: October 23, 2015

Organization: HALFF

AVO: 63176.001

PROJECT DESCRIPTION: Railroad Rail and Tie Removal - Railroad Corridor from Lakeview Road to 6th Avenue

**DIRECT SALARY COSTS**

Labor Description	Labor Category							
	Engineer V	Engineer III	Office Tech II	CEI Services V	CEI Services IV	Admin Assistant		
<b>Labor Rate</b>	\$ 315.00	\$ 207.00	\$ 99.00	\$ 315.00	\$ 207.00	\$ 110.00		

	HOURS								Sub-Task	Task	Activity	Cost
	Engineer V	Engineer III	Office Tech II	CEI Services V	CEI Services IV	Admin Assistant						
<b>1 Project Management</b>	12	28	0	0	0	8	0	0			48	\$ 10,460
1.1 Project Management	4	20								24		
1.2 Invoicing		8				8				16		
1.3 Contract Negotiations	8									8		
<b>2 Preliminary Plans (50%)</b>	8	14	24	0	0	0	0	0			46	\$ 7,800
2.1 Preliminary Plans	3	8	24	0	0	0	0	0		35		
2.1.1 Title Sheet			2	6					8			
2.1.2 Removal Detail	2		2	6					10			
2.1.3 Limits of Removal with Aerials (1:200 Scale)	1		4	12					17			
2.2 Preliminary Construction Estimate	1	2								3		
2.3 50% Review Meeting (In-Person)	4	4								8		
<b>3 Final Review Plans (90%)</b>	15	22	22	0	0	8	0	0			67	\$ 12,340
3.1 Final Review Plans	6	8	22	0	0	0	0	0		36		
3.1.1 Edits to previously developed sheets	2	2	4						8			
3.1.2 General Notes and Summary of Pay Quantities	2	2	6						10			
3.1.3 Intersection Details with Aerials (1:50 Scale)	2	4	12						18			
3.2 Preliminary Bidding Documents	4	8				8				20		
3.3 Preliminary Construction Estimate	1	2								3		
3.4 90% Review Meeting (In-Person)	4	4								8		
<b>4 Final Plans (100%)</b>	12	16	8	0	0	8	0	0			44	\$ 8,770
4.1 Updates to Plans	2	4	8							14		
4.2 Updates to Bidding Documents	2	4				8				14		
4.3 Pre-Bid Conference	4	4								8		
4.4 Bid Opening Meeting	4	4								8		
<b>5 CA Services</b>	0	8	0	2	42	0	0	0			52	\$ 10,980
5.1 Construction Field Visits (Max of 8)					32					32		
5.2 RFI Responses		8		2	2					12		
5.3 Review of Pay Applications					8					8		

<b>Sub-Total Costs</b>	47	88	54	2	42	24	0	0			257	\$ 50,350
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OTHER DIRECT COST	Cost
Expenses	\$ 1,540

<b>TOTAL DESIGN COST</b>	<b>\$ 51,890</b>
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Budget Amendment Request  
For Budget Year 2026

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

Office: 405.372.0025  
Web: stillwater.org

Date: 11/10/2025

Department: Transportation

Requested by: Bill Millis

Explanation: Expenditures:  
Appropriate funds for a professional services agreement with Halff Associates, Inc. for design construction plans for the removal of rails and ties and provide construction administrative services. Funding is from the Transportation Sales Tax Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Rail Tie Removal	2604035 - 54020	26TR06260	\$ 0	\$ 60,000	\$ 60,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 60,000

Reviewed by Department Manager: *W. M. Millis*

Date: 2025 NOV 10

Reviewed by Finance: *[Signature]*

Date: 11/10/2025

Approved by CMO: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by City Council:  Yes  No

Date: \_\_\_\_\_

Processed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Set ID: \_\_\_\_\_

Date Sent to SA&I: \_\_\_\_\_

--Print on Yellow Paper--



<b>Agenda Item:</b>	3.e. CC-25-157
<b>Previous/Related Action:</b>	<ul style="list-style-type: none"> <li>• CC 22-37; ARPA Funds</li> <li>• CC 24-54; Task Order Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects.</li> <li>• SUA-2025-5, CC-2025-21, SUA-2025-6</li> </ul>
<b>Background/Issue:</b>	<p>Project 25WL03 FY25, includes replacement of the waterline along Sangre Road adjacent to the Gary. T Burger and Janis G. Burger property. The new waterline is proposed outside of existing Right-of-Way on Gary. T Burger and Janis G. Burger property. Staff have completed landowner negotiations for the two attached easements.</p> <ul style="list-style-type: none"> <li>• The proposed permanent easement is approximately 15 feet by 335 feet, containing approximately 5,025 square feet.</li> <li>• The proposed Temporary Construction easement is 20 feet by 330 feet, containing approximately 6,600 square feet.</li> </ul> <p>Consideration of authorization and funding for the real estate acquisition for 25WL03 FY25 CIP Projects is included on this evening’s SUA agenda.</p>
<b>Proposal/Solution:</b>	N/A
<b>Financial Source/Impact:</b>	No additional appropriations are necessary for this action.
<b>Related Strategic Priority:</b>	#4 CONNECTED SPACES
<b>Recommended Action/Motion:</b>	Staff recommends that the Council accept the easements and authorize the Mayor to execute the easement documents.
<b>Prepared By:</b>	Bill Millis, Director of Engineering
<b>Reviewed By:</b>	Bill Millis Brady Moore Teresa Kadavy
<b>Submitted By:</b>	Brady Moore, City Manager

**Attachments**

1. Burger Trust Easement Documents



WATER LINE EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Gary T. Burger and Janis G. Burger, Co-Trustees of the Gary T. and Janis G. Burger Trust, certify that the trust owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Tract One: A tract of land in the SW/4 of the NW/4 and the W/2 of the SW/4 of Section 33, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, more particularly described as beginning at a point 464.97 feet North of the Southwest corner of said NW/4; thence South 00°07'44" West along the West line of said NW/4 a distance of 443.97 feet to a point 21 feet North of the Southwest corner of said NW/4; thence South 89°25'36" East parallel to the South line of said NW/4 a distance of 436.21 feet; thence South 55°18'23" East a distance of 1,070.08 feet to a point on the East line of said W/2 of the SW/4; thence North 00°05'21" West along said East line of said W/2 of the SW/4 a distance of 579.28 feet to the Southeast corner of said SW/4 of the NW/4; thence North 00°00'37" West along the East line of said SW/4 of the NW/4 a distance of 162.17 feet; thence North 89°25'36" West parallel to said South line of the NW/4 a distance of 865.1 feet; thence North 53°35' West a distance of 517.1 feet; thence North 89°25'36" West parallel to said South line of the NW/4 a distance of 33 feet to the point of beginning; and

Tract Two: A tract of land in the SW/4 of the NW/4 and the W/2 of the SW/4 of Section 33, Township 19 North, Range 2 East of the Indian Meridian, more particularly described as beginning at a point 21 feet North of the Southwest corner of said NW/4; thence South 00°07'44" West along the West line of said NW/4 a distance of 21 feet to the Southwest corner of the NW/4; thence South 00°01'40" West along the West line of said SW/4 a distance of 720 feet; thence South 89°25'36" East parallel to the South line of said NW/4 a distance of 1,316 feet to a point on the East line of said W/2 of the SW/4; thence North 00°05'21" West along said East line of the W/2 of the SW/4 a distance of 140.72 feet; thence North 55°18'23" West a distance of 1,070.08 feet; thence North 89°25'36" West parallel to the South line of the NW/4 a distance of 436.21 feet to the point of beginning,

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

Stillwater - Sangre Water Line Parcel 7A
---

LEGAL DESCRIPTION PARCEL 7A

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 33, T-19-N, R-2-E, IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SECTION 33, T-19-N, R-2-E; THENCE N00°40'35"W ALONG THE WEST LINE OF NW/4 A DISTANCE OF 130.18 FEET; THENCE N89°19'25"E A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SOUTH SANGRE ROAD ALSO BEING THE POINT OF BEGINNING; THENCE N0°40'35"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 334.24 FEET; THENCE S54°26'45"E A DISTANCE OF 27.27 FEET; THENCE S00°40'35"E A DISTANCE OF 15.00 FEET; THENCE N89°19'25"W A DISTANCE OF 7.00 FEET; THENCE S00°40'35"E A DISTANCE OF 303.12 FEET; THENCE S89°19'25"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES OR 5065 SQUARE FEET MORE OR LESS.

The above-described easement is subject to all recorded easements and rights of way thereof.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 31 day of October, 2025.

  
\_\_\_\_\_  
Gary T. Burger, Co-Trustee

  
\_\_\_\_\_  
Janis G. Burger, Co-Trustee

Stillwater - Sangre Water Line  
Parcel 7A

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF PAYNE     )

Before me, a Notary Public in and for said County and State on this 31 day of October, 2025, personally appeared, Gary T. Burger and Janis G. Burger to me known to be the identical people who subscribed the name of the maker thereof to the foregoing instrument as its co-trustees and acknowledged to me that they executed the same as their free and voluntary act and deed of the trust for the uses and purposes therein set forth.

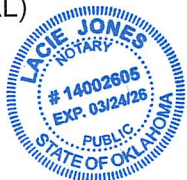
Given under my hand and seal the day and year last above written.

  
\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: 03/24/26  
My Commission Number: 14002605

(SEAL)



Stillwater - Sangre Water Line  
Parcel 7A

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 water 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

Stillwater - Sangre Water Line  
Parcel 7A

**WATER LINE EASEMENT EXHIBIT  
PARCEL 7A**

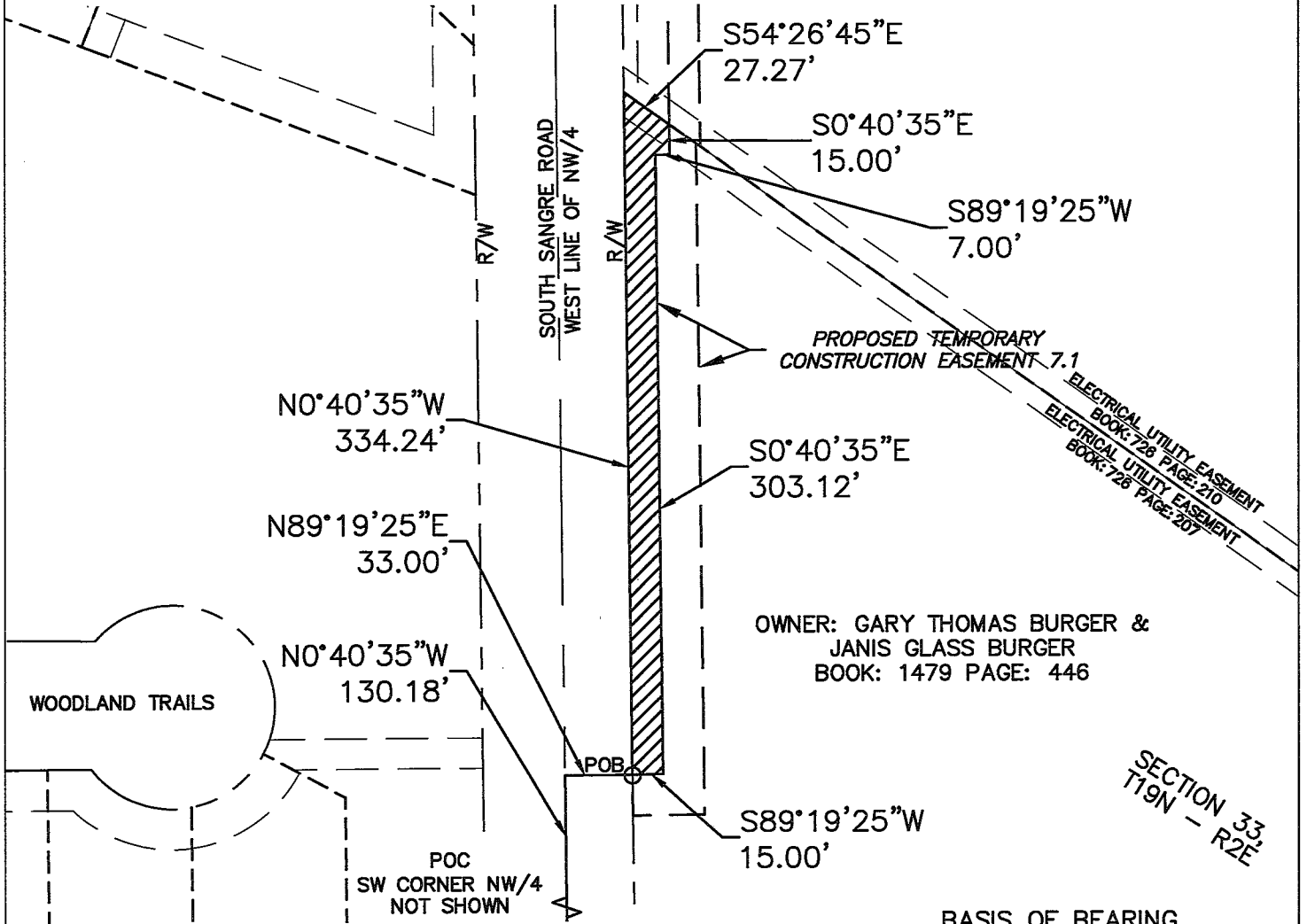
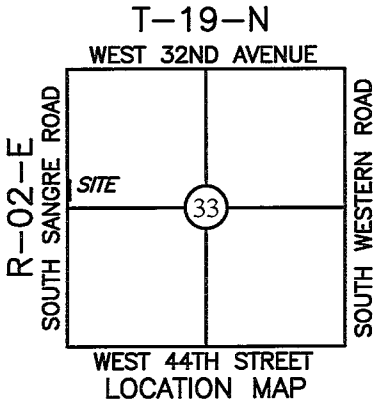
**SURVEYOR**

**WSB**

1437 South Boulder Ave. Ste. 1550  
Tulsa, Oklahoma 74119  
Certificate of Authorization No. 1478  
Expires June 30, 2027



SCALE: 1"=80'



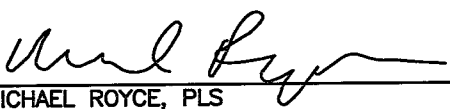
**LEGAL DESCRIPTION**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 33, T-19-N, R-2-E, IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SECTION 33, T-19-N, R-2-E; THENCE N00°40'35"W ALONG THE WEST LINE OF NW/4 A DISTANCE OF 130.18 FEET; THENCE N89°19'25"E A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF SOUTH SANGRE ROAD ALSO BEING THE POINT OF BEGINNING; THENCE N0°40'35"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 334.24 FEET; THENCE S54°26'45"E A DISTANCE OF 27.27 FEET; THENCE S00°40'35"E A DISTANCE OF 15.00 FEET; THENCE N89°19'25"W A DISTANCE OF 7.00 FEET; THENCE S00°40'35"E A DISTANCE OF 303.12 FEET; THENCE S89°19'25"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES OR 5065 SQUARE FEET MORE OR LESS.

**SURVEYOR'S CERTIFICATION**

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT 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

  
MICHAEL ROYCE, PLS  
CA NO. 1487  
EXP. 06/30/2027

7/8/2025  
DATE OF SIGNATURE



TEMPORARY CONSTRUCTION EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, Gary T. Burger and Janis G. Burger, Co-Trustees of the Gary T. and Janis G. Burger Trust, certify that the trust owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Tract One: A tract of land in the SW/4 of the NW/4 and the W/2 of the SW/4 of Section 33, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, more particularly described as beginning at a point 464.97 feet North of the Southwest corner of said NW/4; thence South 00°07'44" West along the West line of said NW/4 a distance of 443.97 feet to a point 21 feet North of the Southwest corner of said NW/4; thence South 89°25'36" East parallel to the South line of said NW/4 a distance of 436.21 feet; thence South 55°18'23" East a distance of 1,070.08 feet to a point on the East line of said W/2 of the SW/4; thence North 00°05'21" West along said East line of said W/2 of the SW/4 a distance of 579.28 feet to the Southeast corner of said SW/4 of the NW/4; thence North 00°00'37" West along the East line of said SW/4 of the NW/4 a distance of 162.17 feet; thence North 89°25'36" West parallel to said South line of the NW/4 a distance of 865.1 feet; thence North 53°35' West a distance of 517.1 feet; thence North 89°25'36" West parallel to said South line of the NW/4 a distance of 33 feet to the point of beginning; and

Tract Two: A tract of land in the SW/4 of the NW/4 and the W/2 of the SW/4 of Section 33, Township 19 North, Range 2 East of the Indian Meridian, more particularly described as beginning at a point 21 feet North of the Southwest corner of said NW/4; thence South 00°07'44" West along the West line of said NW/4 a distance of 21 feet to the Southwest corner of the NW/4; thence South 00°01'40" West along the West line of said SW/4 a distance of 720 feet; thence South 89°25'36" East parallel to the South line of said NW/4 a distance of 1,316 feet to a point on the East line of said W/2 of the SW/4; thence North 00°05'21" West along said East line of the W/2 of the SW/4 a distance of 140.72 feet; thence North 55°18'23" West a distance of 1,070.08 feet; thence North 89°25'36" West parallel to the South line of the NW/4 a distance of 436.21 feet to the point of beginning,

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, a temporary construction easement for the repair and replacement of water lines through, over, under, and across the portions of the above-described property described as follows:

LEGAL DESCRIPTION PARCEL 7.1

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 33, T-19-N, R-2-E, IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SECTION 33, T-19-N, R-2-E; THENCE N00°40'35"W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 110.18 FEET; THENCE S89°19'25"E A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SOUTH

Stillwater - Sangre Water Line Parcel 7.1
--

SANGRE ROAD, BEING THE POINT OF BEGINNING; THENCE N0°40'35"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE N89°19'25"E A DISTANCE OF 15.00 FEET; THENCE N0°40'35"W A DISTANCE OF 303.12 FEET; THENCE N89°19'25"E A DISTANCE OF 7.00 FEET; THENCE N0°40'35"W A DISTANCE OF 15.00 FEET; THENCE S54°26'45"E A DISTANCE OF 16.12 FEET; THENCE S0°40'35"E A DISTANCE OF 328.60 FEET; THENCE S89°19'25"W A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES OR 6913 SQUARE FEET MORE OR LESS.

The above-described temporary construction easement is subject to all recorded easements and rights of way thereof.

It is a condition of this temporary construction easement that it shall not be filed for record and that all rights conveyed to the City of Stillwater by this instrument shall terminate upon completion of the project.

IN WITNESS WHEREOF, I have hereunto set my hand this 19 day of Sept., 2025.

  
\_\_\_\_\_  
Gary T. Burger, Co-Trustee

  
\_\_\_\_\_  
Janis G. Burger, Co-Trustee

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF PAYNE     )

Before me, a Notary Public in and for said County and State on this 19 day of Sept, 2025, personally appeared, Gary T. Burger and Janis G. Burger to me known to be the identical people who subscribed the name of the maker thereof to the foregoing instrument as its co-trustees and acknowledged to me that they executed the same as their free and voluntary act and deed of the trust 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: 03/24/26  
My Commission Number: 14002605



Stillwater - Sangre Water Line  
Parcel 7.1



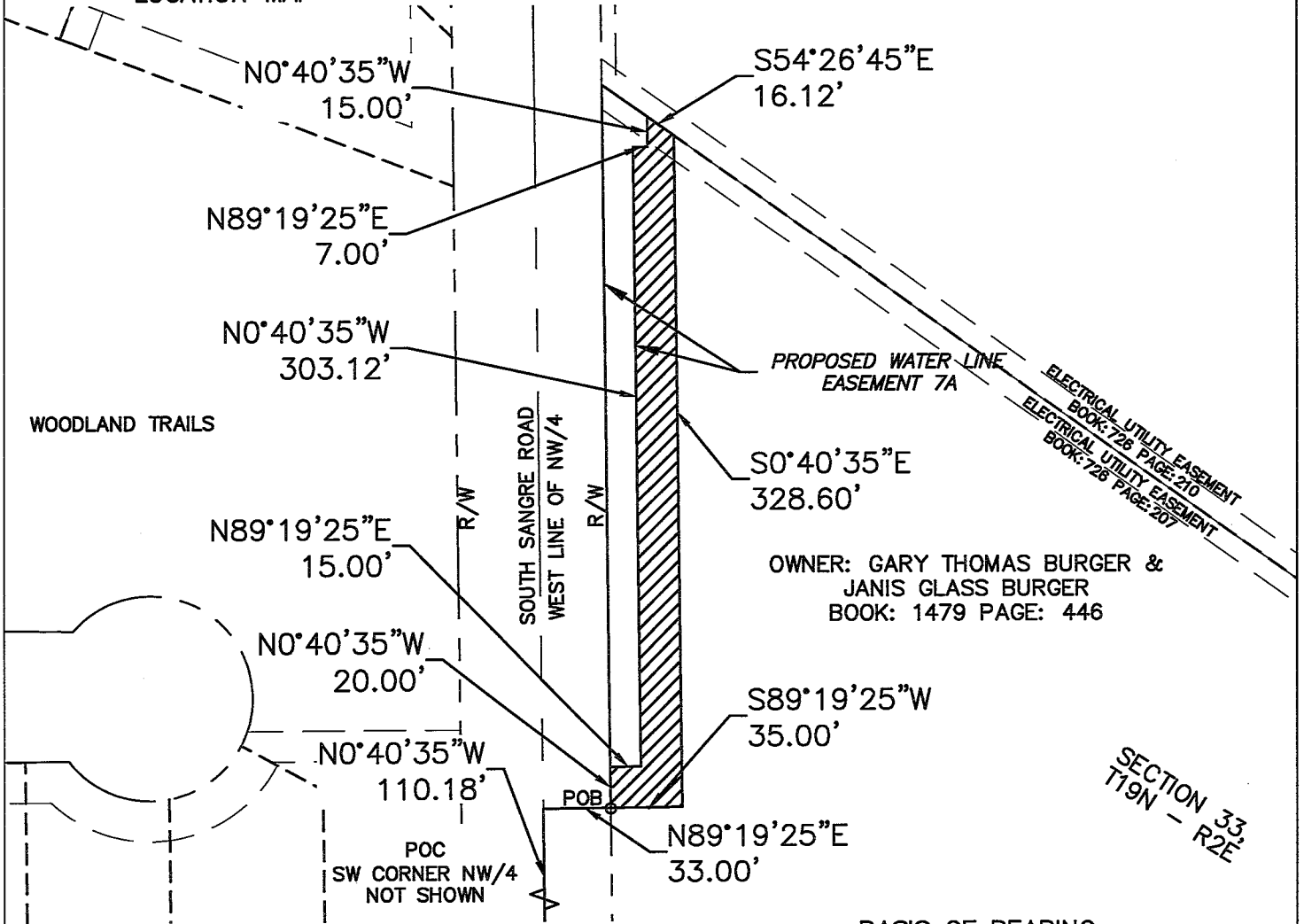
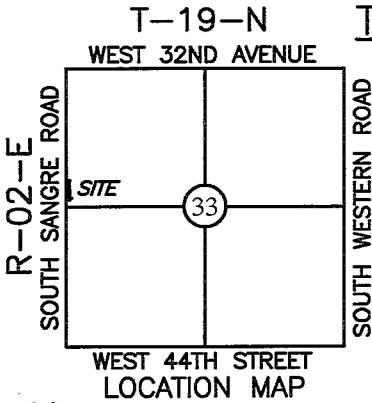
**TEMPORARY CONSTRUCTION EASEMENT  
EXHIBIT PARCEL 7.1**

**SURVEYOR**

WSB  
1437 South Boulder Ave. Ste. 1550  
Tulsa, Oklahoma 74119  
Certificate of Authorization No. 1478  
Expires June 30, 2027



SCALE: 1"=80'



OWNER: GARY THOMAS BURGER &  
JANIS GLASS BURGER  
BOOK: 1479 PAGE: 446

**LEGAL DESCRIPTION**

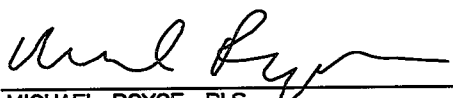
**BASIS OF BEARING  
OKLAHOMA STATE PLANE NORTH**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION 33, T-19-N, R-2-E, IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

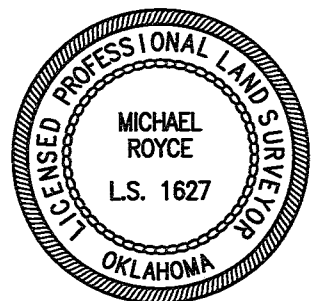
COMMENCING AT THE SOUTHWEST CORNER OF THE NW/4 OF SECTION 33, T-19-N, R-2-E; THENCE N00°40'35"W ALONG THE WEST LINE OF SAID NW/4 A DISTANCE OF 110.18 FEET; THENCE S89°19'25"E A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SOUTH SANGRE ROAD, BEING THE POINT OF BEGINNING; THENCE N0°40'35"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 20.00 FEET; THENCE N89°19'25"E A DISTANCE OF 15.00 FEET; THENCE N0°40'35"W A DISTANCE OF 303.12 FEET; THENCE N89°19'25"E A DISTANCE OF 7.00 FEET; THENCE N0°40'35"W A DISTANCE OF 15.00 FEET; THENCE S54°26'45"E A DISTANCE OF 16.12 FEET; THENCE S0°40'35"E A DISTANCE OF 328.60 FEET; THENCE S89°19'25"W A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES OR 6913 SQUARE FEET MORE OR LESS.

**SURVEYOR'S CERTIFICATION**

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT 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

  
MICHAEL ROYCE, PLS  
CA NO. 1487  
EXP. 06/30/2027

7/8/2025  
DATE OF SIGNATURE



## MEMORANDUM

DATE: November 12, 2025  
TO: Stillwater City Council  
FROM: David Barth, Director  
Development Services  
SUBJECT: MA25-12 Map Amendment for 802 S. Western Road

Staff has received a request from the applicant to withdraw the application to rezone 802 S. Western Road.



<p><b>Agenda Item:</b></p>	<p>7.a. CC-25-158</p>										
<p><b>Previous/Related Action:</b></p>											
<p><b>Background/Issue:</b></p>	<p>The Booker T. Washington school site was acquired by the City of Stillwater in 2022 (6a. CC-22-203) in order to preserve the property's original T-shape structure and surrounding land for education, historical displays, sports recreation, events and parking. At the time of acquisition the school was on the 2022 list of Most Endangered Places by Preservation Oklahoma.</p> <p>In 2024 the Washington School Advisory Committee was established (resolution CC-2024-4) to advise and make recommendations regarding the assessment, proposed design, renovation, or redevelopment of the school. The Committee consists of representatives from the community, the Washington School Heritage Foundation, and the Washington School Alumni Association.</p> <p>On May 8, 2025 the Tourism Advisory Committee met and heard a staff presentation. This presentation included background information, fundraising efforts to date, and identified the most pressing needs for redevelopment at the site to occur. The Tourism Advisory Committee passed forward a recommendation to authorize use of funds from the Visitor Amenities Fund for the purpose of development and maintenance of visitor development amenities in the City specifically as asbestos abatement and demolition of accessory structures at the Washington School Building in an amount not to exceed \$200,000.</p>										
<p><b>Proposal/Solution:</b></p>	<p>Bids were opened on November 5, 2025 and are as follows:</p> <table border="1" data-bbox="630 1539 1218 1745"> <thead> <tr> <th>Responding Supplier</th> <th>Response Total</th> </tr> </thead> <tbody> <tr> <td>Midwest Wrecking co</td> <td>\$98,480.00</td> </tr> <tr> <td>Total Demolition Services, LL</td> <td>\$124,230.00</td> </tr> <tr> <td>American Demolition &amp; Site !</td> <td>\$212,553.00</td> </tr> <tr> <td>MK Excavation, LLC</td> <td>\$247,500.00</td> </tr> </tbody> </table> <p>Both staff and the architect have reviewed the bid package and recommend the project be awarded to Midwest Wrecking Co with alternate 02 (sodding) and alternate 03 (loose straw erosion control) included. Costs for base bid and alternates 02 (\$17,600.53) and 03 (\$4,320.13) are \$120,400.66.</p>	Responding Supplier	Response Total	Midwest Wrecking co	\$98,480.00	Total Demolition Services, LL	\$124,230.00	American Demolition & Site !	\$212,553.00	MK Excavation, LLC	\$247,500.00
Responding Supplier	Response Total										
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MK Excavation, LLC	\$247,500.00										

	Total project expenditures which include architecture, design, asbestos professional services, and contingency are not to exceed \$168,311.
<b>Financial Source/Impact:</b>	A budget amendment transferring funds from the SEDA Visitor Amenities Fund to the City's General Fund in the amount of \$168,311 is necessary to complete the project. Project funding was approved by the Tourism Advisory Committee on May 8, 2025.
<b>Related Strategic Priority:</b>	#4 CONNECTED SPACES #5 UNIQUE CULTURE
<b>Recommended Action/Motion:</b>	Award of Bid #18-2025 for Washington School Demolition and Asbestos Abatement to Midwest Wrecking Company in the amount of \$120,400.66 which includes add Alternates 02 & 03 for Sodding and Loose Straw Erosion Control; authorize total project expenditures in an amount not-to-exceed \$168,311 which includes architecture, design, and asbestos survey professional services and contingency; approve associated budget amendments; and authorize City Manager to execute the contract and related documents.
<b>Prepared By:</b>	Christy Driskel, Deputy City Manager
<b>Reviewed By:</b>	Teresa Kadavy
<b>Submitted By:</b>	Brady Moore, City Manager

**Attachments**

1. City of Stillwater Standard Contract (Asbestos & Demolition)
2. Budget Amendment - Revenue - 11.17.2025
3. Budget Amendment - Expenditure - 11.17.2025

**CITY OF STILLWATER STANDARD CONTRACT**  
**PROJECT: #23GG02101**  
**BID # 18-2025**

**THIS AGREEMENT** is made and entered into by and between the City of Stillwater, Oklahoma, a municipal corporation, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 (“Stillwater”), and: [REDACTED] (Bidder’s company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (“Contractor”).

**WHEREAS**, Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **Bid #18-2025, Project: 23GG02101** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

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

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

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

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

**Complete Bid Packet, Bidder’s Response, Performance Bond; Statutory Bond; Maintenance Bond; Certificates of Insurance**

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

2. **Term:** This agreement is for a period of **60** calendar days from the date on the Notice to Proceed. Time is of the essence.
3. **Compensation:** Stillwater agrees to pay Contractor the lump sum bid amount submitted in the in the Bidder’s Response:

§ XXXXX

4. **Progress Payments; Retainage:** Stillwater shall make progress payments on account of the Contract Price on the basis of Contractor's Invoices for Payment during performance of the Work as provided herein.
  - a. **Partial Payments:** Partial payments will be made to the contractor based upon work completed Invoices for Payment submitted and approved by the City of Stillwater.
  - b. **Retainage:** Five percent (5%) of all such partial payments may be withheld as retainage.
  - c. **Final Payment:** Upon final completion and acceptance of the work in accordance with the contract specifications and documents, Stillwater shall pay the remainder of the Contract Price within 30 days of final completion and acceptance.
  
5. **Termination:** This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach (s) specified in the notice. In the event termination is for the convenience of Stillwater, payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by Stillwater.
  
6. **Insurance:** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.
  
7. **No Indemnification by Stillwater:** Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.

8. **General Liability:** Contractor shall hold Stillwater harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
9. **No Confidentiality:** Contractor understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Engineer pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
10. **Compliance with Laws and Regulations:** Contractor shall be responsible for complying with all applicable federal, state, and local laws and regulations. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.
11. **Equal Employment Opportunity:** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
12. **Right to Audit:** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
13. **Governing Law and Venue:** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.
14. **No Waiver:** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
15. **Entire Agreement / No Assignment:** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This



CITY OF STILLWATER,  
a municipal corporation

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William H. Joyce, Mayor

(SEAL)  
ATTEST:

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Teresa Kadavy, City Clerk

Approved as to form and legality this \_\_\_\_ day of \_\_\_\_\_ 2025.

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Kimberly Carnley, City Attorney

Budget Amendment Request  
 For Budget Year \_\_\_\_\_

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

Office: 405.372.0025  
 Web: stillwater.org

Date: \_\_\_\_\_

Department: \_\_\_\_\_

Requested by: \_\_\_\_\_

Explanation:

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

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

Reviewed by Department Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by CMO: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by City Council:  Yes  No

Date: \_\_\_\_\_

Processed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Set ID: \_\_\_\_\_

Date Sent to SA&I: \_\_\_\_\_

--Print on Yellow Paper--

Budget Amendment Request  
 For Budget Year \_\_\_\_\_

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

Office: 405.372.0025  
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Explanation:

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

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

Reviewed by Department Manager: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by CMO: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by City Council:  Yes  No

Date: \_\_\_\_\_

Processed by Finance: \_\_\_\_\_

Date: \_\_\_\_\_

Set ID: \_\_\_\_\_

Date Sent to SA&I: \_\_\_\_\_

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**RESOLUTION NO. CC-2025-30**

**A RESOLUTION AUTHORIZING EXECUTION OF A RELEASE AND TERMINATION OF COVENANT AGREEMENT IN CONNECTION WITH THE CAMPUS CORNER CREAMERY REDEVELOPMENT LOCATED AT 229 S. KNOBLOCK STREET, STILLWATER, OKLAHOMA.**

**WHEREAS**, the Stillwater Economic Development Authority (“SEDA”), a public trust having the City of Stillwater as its beneficiary, entered into a Redevelopment Agreement dated July 19, 2021, with Campus Corner Creamery, LLC, Campus Corner Cottage, LLC, and Knoblock Holdings, LLC (collectively, the “Redeveloper”), to facilitate acquisition, renovation, and operation of the property located at 229 S. Knoblock Street, Stillwater, Oklahoma (the “Property”); and

**WHEREAS**, pursuant to the Redevelopment Agreement, SEDA approved assistance in development financing to the Redeveloper in the amount of \$150,000, in support of the redevelopment of the Property, as authorized under the Stillwater (Re)Investment Plan (Stillwater Downtown/Campus Link Project Plan), previously adopted by the City Council of the City of Stillwater on June 18, 2018, pursuant to the Oklahoma Local Development Act, 62 O.S. §850, *et seq.*, and as thereafter amended from time to time; and

**WHEREAS**, the Redeveloper executed a Covenant Agreement dated August 23, 2021, recorded in Book 2650, Page 476, of the land records of Payne County, Oklahoma (the “Covenant Agreement”), imposing a continuing lien and minimum annual payment in lieu of taxes obligation against the Property to secure repayment of the public assistance; and

**WHEREAS**, the Redevelopment Agreement and Covenant Agreement contemplated that the Stillwater Utilities Authority (“SUA”) would issue to the Stillwater Economic Development Authority (“SEDA”) a Tax Apportionment Revenue Note, Series A-1 (Campus Corner Creamery), in the principal amount of \$150,000, to provide public assistance to the Redeveloper; and

**WHEREAS**, for record clarity, the Tax Apportionment Note referenced in the Redevelopment Agreement, the Covenant Agreement, and SEDA Resolution No. 2025-4 was contemplated but never issued; SEDA instead disbursed the \$150,000 public assistance directly to the Redeveloper;

**WHEREAS**, SEDA, as the contracting party under the Redevelopment Agreement and Covenant Agreement, is authorized to receive payment of the outstanding principal and accrued interest due under the Covenant Agreement; and

**WHEREAS**, by Resolution No. SEDA-2025-4, SEDA has consented to the Redeveloper’s sale of the Property to BOKF, NA d/b/a Bank of Oklahoma (“BOK”), and authorized SEDA’s Chairman or General Manager to execute and deliver a Release and Termination of Covenant Agreement, subject to payment of the outstanding principal and accrued interest due under the Covenant Agreement; and

**WHEREAS**, the Covenant Agreement designates the City of Stillwater and the SUA as beneficiaries thereunder with the right to exercise available rights and remedies in the event of a breach by the Redeveloper; and

**WHEREAS**, it is appropriate and desirable for the City of Stillwater to execute a Release and Termination of Covenant Agreement, releasing and terminating its rights as a beneficiary under the Covenant Agreement, subject to SEDA's receipt of the outstanding principal and accrued interest due under the Covenant Agreement.

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

1. **Release and Termination of Covenant Agreement.** The Mayor of the City of Stillwater is authorized and directed to execute and deliver, together with the Stillwater Economic Development Authority and the Stillwater Utilities Authority, the Release and Termination of Covenant Agreement, for the purpose of terminating and releasing its rights as a beneficiary under the Covenant Agreement, substantially in the form approved by legal counsel. The fully executed Release shall be delivered to the title company conducting the closing of the Redeveloper's sale of the Property to BOK, to be recorded only upon the Stillwater Economic Development Authority's receipt of the outstanding principal and accrued interest due under the Covenant Agreement.

2. **Execution of Closing Documents and Further Authority.** Subject to the conditions above, the Chairman, the City Manager, the City Attorney, or their respective designees, together with legal counsel for the City, are authorized and directed to execute and deliver such instruments, releases, closing instructions, certificates, and other documents, and to take such other actions as may be necessary or appropriate to effectuate the sale of the Property, to discharge Redeveloper's obligations under the Redevelopment Agreement and the Covenant Agreement, and to carry out the intent and purposes of this Resolution.

3. **Reservation of Rights.** Nothing in this Resolution shall be construed as a waiver of any rights or remedies of the City under the Covenant Agreement and applicable law if payment in full of the outstanding principal and accrued interest due under the Covenant Agreement is not received at or prior to the Redeveloper's sale of the Property to BOK. In such event, the City of Stillwater expressly reserves the right to declare a default and to exercise all remedies available under the Covenant Agreement, including acceleration of all amounts due.

PASSED AND APPROVED this 17<sup>th</sup> day of November, 2025.

CITY OF STILLWATER, OKLAHOMA

By: \_\_\_\_\_  
William H. Joyce, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Kadavy, City Clerk

(SEAL)

Approved as to form and legality:

\_\_\_\_\_  
Special Counsel for Economic Development

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 17TH DAY OF NOVEMBER, 2025.

\_\_\_\_\_  
WILLIAM H. JOYCE, MAYOR

(SEAL)  
ATTEST:

\_\_\_\_\_  
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 17TH DAY OF NOVEMBER, 2025.

\_\_\_\_\_  
KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 11/03/2025  
Second Reading: 11/17/2025

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 17TH DAY OF NOVEMBER, 2025.

\_\_\_\_\_  
WILLIAM H. JOYCE, MAYOR

(SEAL)  
ATTEST:

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TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 17TH DAY OF NOVEMBER, 2025.

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KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 11/03/2025  
Second Reading: 11/17/2025