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CITY COUNCIL MEETING AGENDA

JUNE 1, 2026, 5:30 PM

723 S. Lewis Street, Room 1122
Stillwater, OK 74074

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

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

a.	PTSD Awareness Month
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4. Consent Docket

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

a.	Approve May 18, 2026 regular meeting minutes.	
b.	Approve budget amendments to reflect receipt and appropriation of grant funds received from the Petfinder Foundation, in the amount of \$3,000 for dog play yard renovation at the current Animal Welfare Facility.	Rachel Wasserman
c.	Approve Extension of the Agreement between the City of Stillwater and Payne County Youth Services, Inc. in the amount of \$15,000 for July 1, 2026 – June 30, 2027.	Christy Driskel
d.	Approve Extension of the Lease Agreement with Project H.E.A.R.T., Inc. for July 1, 2026 – June 30, 2027.	Barbara Bliss
e.	Approve Extension Agreement #2 of the Agreement between the City of Stillwater and the Stillwater Museum Association,	Christy Driskel

	Inc. in the amount of \$30,000 for July 1, 2026 – June 30, 2027.		
f.	Approve Extension Agreement for City vehicle fuel services with OnCue Marketing, LLC for an additional one-year term beginning July 1, 2026, through June 30, 2027, and authorize the City Manager to sign the Agreement.		Matt Faulkner
g.	Approve FY27 Oklahoma Municipal Assurance Group (OMAG) policies for property and general liability insurance coverage in the amount of \$1,324,212.	CC-26-94	Michelle Wilhelm
h.	Approve FY26-27 benefits administration contracts as outlined in the attached staff report and authorize the City Manager to sign the related agreements: UMR (third-party administrator); Surest (third-party administrator); Tokio Marine HCC (re-insurance carrier); Gallagher Benefit Services (health benefits broker); Express Scripts/RX Benefits through Gallagher Pharmacy Alliance (pharmacy); direct agreement with Surgery Center of Oklahoma (surgery facility benefits for enrolled medical coverage members).	CC-26-95	Leah Womack

5. Public Comment on Items not Scheduled for Public Hearings

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

6. Items Removed from the Consent Docket

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

7. Public Hearings

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

a.	Receive public comment regarding a request for a Map Amendment (MA25-11) to rezone from Multi-Family Intermediate (RMI) to Multi-Family Urban (RMU) at the property addressed as 214 and 220 S Cleveland St.	CC-26-96	Henry Bibelheimer
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b.	Receive public comment for a Specific Use Permit (SUP26-02) to allow a medical marijuana dispensary in the Commercial Shopping (CS) zoning district addressed as 211 N Perkins Road #36.	CC-26-97	Henry Bibelheimer
c.	Receive Public comment for a Specific Use Permit (SUP26-04) to allow a medical marijuana dispensary in the Commercial Shopping (CS) zoning district addressed as 211 N Perkins Road #17.	CC-26-98	Henry Bibelheimer
d.	Received public comment for a Specific Use Permit SUP26-03 to install an electric message center sign in the Transect Zone 5 (T5) of the Corridor Redevelopment Area Planning District addressed as 311 S Duck St.	CC-26-99	Henry Bibelheimer

8. Resolutions

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

a.	RESOLUTION NO. CC-2026-9: A RESOLUTION OF THE STILLWATER CITY COUNCIL ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR 2026-27.
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9. Ordinances

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

First Read

a.	ORDINANCE NO. 3605: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 214/220 S. CLEVELAND STREET FROM MULTI-FAMILY INTERMEDIATE (RMI) TO MULTI-FAMILY URBAN (RMU).	
b.	ORDINANCE NO. 3607: AN ORDINANCE GRANTING A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO CEBRIDGE ACQUISITION L.P., DOING BUSINESS AS OPTIMUM, THROUGH A CABLE TELEVISION FRANCHISE AGREEMENT TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF STILLWATER, OKLAHOMA, FOR THE PURPOSE OF PROVIDING CABLE SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCES, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE	CC-26-100

	PROVISIONS HEREIN.	
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Second Read

a.	ORDINANCE NO. 3606: AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF STILLWATER, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF STILLWATER, OKLAHOMA; PERTAINING TO CONTRIBUTIONS BY PARTICIPANTS; PROVIDING FOR EMPLOYER PICKUP OF REQUIRED CONTRIBUTIONS; PROVIDING FOR REPEALER AND SEVERABILITY.	CC-26-101
b.	ORDINANCE NO. 3608: AN ORDINANCE AMENDING STILLWATER CITY CODE, CHAPTER 29, MOTOR VEHICLES AND TRAFFIC, ARTICLE I, IN GENERAL, BY CREATING SECTION 29-23, USE OF HAND-HELD CELL PHONES OR COMMUNICATION DEVICES IN A SCHOOL OR CONSTRUCTION ZONE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.	
c.	ORDINANCE NO. 3609: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 33, PARKS, EVENTS AND RECREATION, ARTICLE 1, IN GENERAL, SECTION 33-15, CAMPING PROHIBITED; EXCEPTIONS; REPEALING ALL ORDINANCES TO THE CONTRARY' AND PROVIDING FOR SEVERABILITY	

10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Adjourn

On May 29, 2026 at 7:45 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov

PTSD Awareness Month, June 2026

WHEREAS, Post-Traumatic Stress Disorder (PTSD) is a mental health condition that can develop after experiencing or witnessing traumatic events, affecting veterans, first responders, survivors of violence, and many others in our community; and,

WHEREAS, PTSD can impact individuals and families in profound ways, often creating challenges related to mental health, relationships, employment, and overall well-being; and,

WHEREAS, increasing awareness and understanding of PTSD helps reduce stigma, encourages individuals to seek support and treatment, and strengthens compassion throughout our community; and

WHEREAS, the City of Stillwater recognizes the importance of organizations and individuals who dedicate their time to supporting those affected by trauma and service-related challenges; and

WHEREAS, community leaders and organizations, including Gary Kennedy and Vet Chat, continue to provide encouragement, fellowship, and support to veterans and others affected by trauma, reminding us that healing is strengthened through connection and compassion.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby declare June 2026, as “PTSD Awareness Month,” in the City of Stillwater and encourage all residents to support mental health awareness and recognize those who provide hope, healing, and support throughout our community.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED MAY 14, 2026, AT 4:55 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
MAY 18, 2026**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. CONSENT DOCKET

- a. Approve May 4, 2026 regular and executive session meeting minutes.
- b. Approve Proof of Authority Letter for the City Attorney's Office to file claims on behalf of the City in the Discover Card Merchant Class Action Settlement.
- c. Approve budget amendments to reflect receipt and appropriation of insurance proceeds related to property damage.
- d. Accept an Encroachment Agreement and Release of Liability (EARL) for a sign in the right-of-way for the Park Valley Subdivision.
- e. Approve the purchase of two No Traffic Video Detection Systems in the amount of \$50,000 and approve the attached budget amendment
- f. Approve budget amendments reflecting receipt and appropriation of \$30,000 in Oklahoma Department of Libraries Lucky Day Grant funds to the Stillwater Public Library.
- g. Approve budget amendments reflecting receipt and appropriation of \$2,500 in Oklahoma Department of Libraries America250 Grant funds to the Stillwater Public Library.
- h. Approve budget amendments reflecting receipt and appropriation of \$1,330 in donations to the Stillwater Public Library
- i. Authorize the Mayor to sign the Local Government Certification documents for Payne County Youth Services to apply for the 2026 Emergency Solutions Grant Program.
- j. Award Bid #8-2026 to Cactus Construction LLC in the amount of \$90,746.66 for the Strickland Park restroom and concession stand remodel.
- k. Accept permanent and temporary easements for:
 - Parcel 12A and Parcel 12.1 - Stillwater Lake McMurtry Water Line Project with Robert W. Emerson Jr. and Keri L. Emerson,
 - Parcel 13A, Parcel 13.1 and Parcel 13.2 - Stillwater Lake McMurtry Water Line Project with Robert W. Emerson Jr. and Keri L. Emerson,
 - Parcel 18A, Parcel 18.1 and Parcel 18.2 - Stillwater Lake McMurtry Water Line Project with Ronald D. Welsh and Patricia J. Welsh,
 - Parcel 22A and Parcel 22.1 - Stillwater Lake McMurtry Water Line Project with James D. Hooper and Elizabeth A. Hooper, and

- Parcel 23A and Parcel 23.1 - Stillwater Lake McMurtry Water Line Project with Billy R. Clay.

Councilor Hardin removed item e. from the Consent Docket.

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

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

Mayor Joyce moved to item 5. Items Removed from Consent Docket on the agenda.

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

Evan Frank, 1120 S. Duck Street, spoke in favor of keeping the roundabout at 10th and Main.

Bobby Wintle, 1911 W. 3rd Avenue, spoke in favor of keeping the roundabout at 10th and Main.

Stone Lambert, 1020 W. Knapp Avenue, spoke in favor of keeping the roundabout at 10th and Main.

Cory Williams, 621 S. Husband, spoke in favor of keeping the roundabout at 10th and Main.

Steve Trost, 2823 W. 28th Avenue, spoke against changes to the short-term rental licensing process and against the implementation of a density cap.

5. ITEMS REMOVED FROM CONSENT DOCKET

- e. Approve the purchase of two No Traffic Video Detection Systems in the amount of \$50,000 and approve the attached budget amendment.

Councilor Hardin asked for clarification on how the traffic video detection systems work and if they can recognize pedestrians, motorcycles, and bicyclists.

Public Works Director Mark White answered Councilor Hardin's questions.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO APPROVE ITEM E. FROM THE CONSENT DOCKET.

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

Mayor Joyce moved back to item 4. Public Comment Not Scheduled For Public Hearing, on the agenda.

6. PUBLIC HEARINGS

- a. Receive public comment regarding the proposed operating budget for fiscal year 2026-2027 and consider action to incorporate changes presented during this public hearing and/or other changes identified by the Council and return to the Council for review at a future meeting or direct staff to proceed with adoption of the budget as proposed in the attached schedule at a future meeting.

Deputy Chief Financial Officer Jared Thulin stated this public hearing is related to the proposed FY27 operating budget. He reported that there have been no changes made to the proposed budget since the budget was presented on April 20.

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

Mr. Thulin stated that staff's recommendation would be to direct staff to proceed with adoption of the budget as presented in the attached schedule by resolution at a future meeting.

City Attorney Kimberly Carnley stated that no action is needed on this item but staff would just like to know that there are no needed changes because when the budget is brought back there will be no discussion or consideration it will be just for approval.

7. GENERAL ORDERS

- a. Presentation and discussion of the conceptual evaluation and planning-level cost comparison for rehabilitation of the 10th Avenue and Main Street roundabout compared to conversion to a four-way stop intersection, including possible action to direct staff to proceed with implementing improvements as presented, or as otherwise directed by the City Council.

City Engineering Director Bill Millis reported that last December Council received a presentation and discussed proposed downtown intersection improvements related to the 10th Avenue and Main Street roundabout. Council discussed the options of the intersection to remain a roundabout or being converted to a traditional four-way stop intersection. Council requested a conceptual evaluation and planning-level cost comparison of those alternatives prior to advancement into final design. Mr. Millis stated that staff subsequently engaged Gose & Associates to prepare the conceptual evaluation and cost comparison.

Mr. Millis introduced Stephen Gose, with Gose & Associates. Mr. Gose presented and discussed the results of their evaluation. He explained the conceptual level cost estimating rehabilitating the roundabout (option #1) and rebuilding the intersection as a four-way stop (option #2). He discussed the two different options and the modifications needed for each alternative. Mr. Gose and Mr. Millis answered Council's questions.

Vice Mayor Dzialowski asked for clarification of the additional safety measures that will be added to option #1. Mr. Gose stated that there would be additional striping and solar lighting added to the roundabout intersection. City Manager Brady Moore stated that one of the renderings that staff presented back in December was a downtown Stillwater LED lit sign display that would change colors so this would give additional awareness of something right in front of a driver. Mr. Moore reported that the new Block 34 lights will also be at every downtown intersection.

Mr. Millis stated that with either option staff intend to improve safety at this intersection. Signage has been placed to try to deter trucks from driving down Main Street.

Councilors expressed their thoughts and concerns regarding the roundabout.

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO DIRECT STAFF TO ADVANCE WITH OPTION #1 WITH THE ROUNDABOUT.

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

8. ORDINANCES

- a. First Reading

Ordinance No. 3606: An ordinance amending the Employee Retirement System, Defined Contribution Plan for the City of Stillwater, Oklahoma; providing Retirement Benefits for Eligible Employees of the City of Stillwater, Oklahoma; pertaining to contributions by participants; providing for employer pickup of required contributions; providing for repealer and severability.

City Attorney Kimberly Carnley reported that this ordinance does pertain to the City employee retirement accounts through OkMRF. The ordinance would adopt a change to the plan that would allow employees to make a selection if they want to make ROTH contributions. There is no financial impact to the City, so adoption of the ordinance would just implement the plan change.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3606 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. 3608: An ordinance amending Stillwater City Code, Chapter 29, Motor Vehicles and Traffic, Article I, In General, by creating Section 29-23, use of hand-held cell phones or communication devices in a school or construction zone; repealing all ordinances to the contrary; and providing for severability.

City Attorney Kimberly Carnley reported that this code change would create a new section of code and it mirrors a recently adopted State law that would prohibit the use of hand-held electronic devices and cell phones to compose, send or read text messages, and holding or using cell phones. There are some limited exceptions for hands-free or voice operated or for the sole purpose of using it in an emergency situation. She stated that it prohibits it in construction zones and school zones.

Ms. Carnley answered Council's questions regarding this code change.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3608 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. 3609: An ordinance amending the Stillwater City Code by amending Chapter 33, Parks, Events and Recreation, Article 1, In General, Section 33-15, camping prohibited; exceptions; repealing all ordinances to the contrary; and providing for severability.

City Attorney Kimberly Carnley stated that this was a request from the police department to improve the City's current code provision. This would mirror an applicable State law provision. It would revise the City's current ordinance from overnight camping to unauthorized camping, which would allow the City to mark things as unauthorized. Ms. Carnley reported that it provides for graduated offenses. For example there would be a warning and offer of assistance. After that, there would be a first conviction not to exceed \$50, second offense not to exceed \$100, and a third or subsequent offense not to exceed \$200. She stated that it is her understanding that these changes would help when there is a need for enforcement.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3609 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. 3610: An ordinance amending Stillwater City Code by amending Chapter 16, Crimes, Miscellaneous Offenses And Provisions, by amending Article IV, Offenses Involving Public Peace And Order, Sec. 16-83 Loud Music Prohibited; Repealing All Ordinances To The Contrary; And Providing For Severability.

Mayor Joyce reported that there was a request from staff to pull Ordinance No. 3610. City Attorney Kimberly Carnley stated that this ordinance will be brought back at a later date.

b. Second Reading

Ordinance No. 3604: An Ordinance Amending Stillwater City Code By Amending Chapter 23, Land Development Code, By Repealing Article V, Use Categories And Limitations, Division 4, Residential Short-Term Rental, In Its Entirety; And Creating And Adopting Chapter 23, Land Development Code, Article V, Use Categories And Limitations; Division 4; Short-Term Rentals, Section Sec. 23-115.1, Definitions; Sec. 23-115.2 Permitted Districts; Sec. 23-115.3 Short-Term Rental License Required; Compliance With Applicable Codes; Sec. 23-115.4, Application Form And Process; Sec. 23-115.5, Denial, Revocation, Notice And Hearing And Complaint Process; Sec. 23-115.6, Covenants, Deed Restrictions And Overlay Requirements; Sec. 23-115.7, Penalty; Repealing All Ordinances To The Contrary; And Providing For Severability.

City Attorney Kimberly Carnley stated that there are a couple of verbal changes from the version of the ordinance that was in the packet and presented on first read. There were times staff referred to code of ordinances and Stillwater City Code, so changes were made to consistently refer to the code by the same term. The one substantive change is in Section 23-115.4, subsection 5 that has to do with proof of valid property insurance. Ms. Carnley reported that the first read version set a coverage amount of \$100,000. After further discussion with staff and reviewing other ordinances, the dollar amount has been removed, and staff is just going to require proof of current valid property insurance.

Discussion was held amongst Council and staff regarding liability insurance versus property insurance. City Attorney Kimberly Carnley stated that she could change the ordinance to say proof of current valid property insurance including liability coverage.

Councilor Clark asked, as this ordinance was redrafted, was there any consideration of cap manipulation. Discussion was held amongst Council and staff regarding owner occupied rentals, licensed short-term rentals, enforcement of these rentals and density cap of a neighborhood.

Development Director David Barth reported that staff did look at owner-occupied homes used as short-term rentals and staff concluded that there would be no way to enforce it. It would be impossible to verify how many days a year the owner lives there or rents the house out as a short-term rental.

Councilor Hawkins stated that it is problematic to put anything in a policy or code that cannot be enforced.

Vice Mayor Dzialowski stated that she feels the density cap is very important to maintain the character of the neighborhoods along with the availability of affordable housing.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO TABLE ORDINANCE NO. 3604 TO THE JUNE 15, 2026 CITY COUNCIL MEETING.

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

9. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None

- b. Miscellaneous items from the City Manager:
 - City Manager Brady Moore announced that in observance of Memorial Day, City offices will be closed next Monday, May 25. Trash and recycling service will not be impacted, so put out your bins as usual.
 - City Manager Brady Moore gave an update from the City of Stillwater Engineering Department on Water Treatment Plant projects:
 - ✓ At the Finished Water Pump Station, interior electrical and controls wiring have been installed and the exterior concrete sidewalks with final grading are complete. Staff is glad to report that the construction of the Recovered Water Pump Station is complete and commissioning will begin in the upcoming weeks.
 - ✓ At the Chemical 02 Building, masonry and structural steel work is complete, and the chemical piping installation is underway. The chlorine piping in the Booster Pump Building has been installed, and the building is nearing completion. The new lime silo and lime system are also nearing completion and will undergo testing/commissioning in the next month.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin invited residents to join staff on Thursday, July 2, for the 250th Birthday Bash at Block 34. Then come to Boomer Lake Park on Friday, July 3, for the annual fireworks show. That leaves July 4 open for a full day of Saturday celebration with friends and family. Stillwater's 2026 Fourth of July plans promise to be bigger and better than ever. As a reminder, City Hall will be closed on Monday, July 6, in observance of the holiday.
 - Councilor Clark reminded residents that the voter registration deadline for Oklahoma's June 16 primary election is this Friday, May 22. For anyone requesting an absentee ballot, that deadline is June 1. Among the many things on the ballot, this primary election includes choosing candidates for governor, lieutenant governor, state senators and representatives, U.S. representatives, and an open U.S. senate seat.
 - Councilor Hawkins announced that the weather is warming up, which means it's time for our City's splash pads to open. This Wednesday, May 20, the splash pads at Boomer Lake Park and Southern Woods Park will spring to life, once again welcoming families for a summer of cool fun.
 - Vice Mayor Dzialowski reported that last week the City of Stillwater had the pleasure of welcoming athletes, families, volunteers and fans for the Special Olympics Oklahoma Summer Games. Congratulations to all the competitors, who once again showed their skills, determination, and camaraderie. We'd also like to thank the many volunteers, including dozens of our City of Stillwater staff, who helped make this another successful summer games.
 - Mayor Joyce reminded residents that it's graduation season. Meridian Tech is honoring their grads this Wednesday and Thursday, May 20 and 21, and then on Friday, May 22, Stillwater High School will send its class of 2026 across the graduation stage and into the world. Congratulations to all our graduates on their accomplishments.
- i. Discussion about scheduling items for future meetings.

10. QUESTIONS & INQUIRIES

None.

11. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE MAY 18, 2026 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 May 18, 2026 regular meeting of the Stillwater City Council adjourned at 6:30 p.m.

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

**TERESA KADAVY
CITY CLERK**

DRAFT



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: 05/26/2026

Department: Finance

Requested by: Jared Thulin

Explanation:

Revenues:
Increase revenue projections for the receipt of a grant from the Petfinder Foundation for dog play yard renovation.


Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
AW Play Yard Grant/Grant Revenue	1016027 - 43000	26PD04101	\$ 0	\$ 3,000	\$ 3,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 3,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: 

Date: 5/26/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 05/26/2026

Department: Finance

Requested by: Jared Thulin

Explanation:

Expenditure:
Appropriate grant funds from the Petfinder Foundation be utilized for dog play yard renovation at the existing Animal Welfare facility.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
AW Play Yard Grant	1016027 - 54012	26PD04101	\$ 0	\$ 3,000	\$ 3,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 3,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: [Signature]

Date: 5/26/2026

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--

AGREEMENT
BETWEEN THE CITY OF STILLWATER
AND
PAYNE COUNTY YOUTH SERVICES, INCORPORATED

THIS AGREEMENT entered into on this 19th day of June, 2017, between the City of Stillwater, Oklahoma, a municipal corporation, hereinafter referred to as "CITY" and Payne County Youth Services, Inc., hereinafter referred to as "PCYS".

WITNESSETH:

WHEREAS, CITY and PCYS recognize the need for the continued operation of a community center which will provide the necessary counseling, guidance and education for troubled adolescents and their parents or guardians, and to operate, care for, and maintain a youth shelter for temporary housing and board which shall be for the benefit and public good of all citizens of the City of Stillwater, Oklahoma; and

WHEREAS, CITY agrees to assist PCYS in the operation of said community center, it being a public purpose and in the best interest of the general public to do so.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CITY and PCYS agree as follows:

I.

CITY shall pay to PCYS the total sum of FIFTEEN THOUSAND DOLLARS AND 00/100 (\$15,000.00), said sum to be used for the public purposes set out herein.

II.

PCYS shall, provide and maintain room at the shelter and accept youth who are eligible for placement in the shelter who are delivered to the shelter by the Stillwater Police Department and shall provide a safe place at the shelter for Stillwater children in times of crisis and help prevent their exposure to possible violence in the family.

III.

All activities authorized by this Agreement will be performed in accordance with an approved work program, the approved budget, the grant conditions, and all relevant federal and state laws and regulations, as well as the Stillwater City Code.

IV.

PCYS agrees to submit to CITY such reports as may be required by all relevant federal and state laws and regulations, as well as the Stillwater City Code, including reports and receipts and expenditures, to include copies of all claims and project development.

PCYS also agrees to prepare and retain and permit CITY to inspect as CITY deems necessary the following records: All records pertaining to the present and planned projects of PCYS as well as all other records that may be required by relevant federal or state statutes and regulations, with the exception of confidential client information.

PCYS further agrees that CITY may carry out monitoring and evaluation of the PCYS'S employees and Board Members in such efforts.

V.

CITY may, from time to time, request changes in the scope of services to be performed by PCYS under this Agreement. Such changes, including any increase or decrease in the amount of PCYS'S compensation during the term of this Agreement which are mutually agreed upon by and between CITY and PCYS, must be incorporated in written amendments to this Agreement.

VI.

PCYS will perform all bookkeeping duties, including disbursements, in a manner acceptable to the City of Stillwater.

PCYS must pay its audit fee and the audit must be performed by an approved auditor.

The City's Auditor or designee shall be allowed to review compliance with the contractual terms related to the use of City funds at any time during the contract period and/or subsequent to the closing of the contract period.

VII.

The term of this Agreement shall commence on July 1, 2017 and shall end on June 30, 2018, unless terminated before said date as set forth herein.

VIII.

CITY, by giving reasonable written notice, specifying the effective date, may terminate this Agreement in whole or part for cause which will include:

1. Failure, for any reason, of PCYS to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with attached conditions, and such statutes or directives at any time;
2. Submission by PCYS to CITY of reports that are incorrect or incomplete in any material respect;

3. Ineffective or improper use of funds provided under this Agreement; and

In the event of any termination of all property and finished and/or unfinished documents, studies, and reports purchased or prepared by PCYS under the Agreement shall be disposed of according to relevant federal and state laws and regulations, as well as the Stillwater City Code, and PCYS shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement.

Notwithstanding the above, PCYS will not be relieved of liability to CITY for damages sustained by CITY by the virtue of any breach of the Agreement by PCYS and CITY may withhold any reimbursement to PCYS for the purpose of set-off until such time as the exact amount of the damage due CITY from PCYS is agreed upon or otherwise determined.

In the event of termination, PCYS shall refund to CITY a pro-rata portion of the monies paid hereunder in proportion to the amount of the fiscal year that has passed at the effective date of termination, provided, however, that PCYS shall not be entitled to retain any portion of monies paid hereunder that have not been expended for the purposes set forth in this Agreement.

IX.

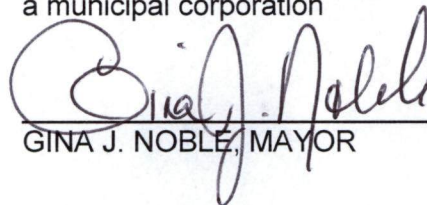
PCYS has full authority to hire and fire employees within bounds established by its personnel policies, and the employees of PCYS are not the agents, servants or employees of CITY.

X.

PCYS shall indemnify and hold harmless CITY and its governing board, officers and employees from all claims, expenses and liability, arising out of negligent acts, errors or omissions of PCYS and its employees, including claims made by employees of PCYS.

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

CITY OF STILLWATER, OKLAHOMA
a municipal corporation



GINA J. NOBLE, MAYOR





ELIZABETH CHRZ, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 19 DAY OF June, 2017.

[Signature]
JOHN E. DORMAN, CITY ATTORNEY



PAYNE COUNTY YOUTH SERVICES, INC.

[Signature]
President/Chairman

(SEAL)

ATTEST:

SECRETARY

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, the undersigned, a Notary Public, in and for said county and state, on this 27th day of June, 2017, personally appeared Blair Atkinson, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Chairperson and acknowledged to me that she executed the same as her free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

[Signature]
Notary Public

My Commission Expires: 10/5/2020
My Commission Number: 04009062

ANDREA DRAIN-LANGSTON
Notary Public - State of Oklahoma
Commission #04009062
My Commission Expires October 05, 2020
Payne County

**EXTENSION OF AGREEMENT
PAYNE COUNTY YOUTH SERVICES**

THIS AGREEMENT is made and entered into on this ____ day of _____, 2026 by and between CITY OF STILLWATER, OKLAHOMA, a municipal corporation, and PAYNE COUNTY YOUTH SERVICES, INC., an Oklahoma Not for Profit Corporation.

WITNESSETH

WHEREAS, City of Stillwater ("Stillwater") and Payne County Youth Services, Inc. ("PCYS") entered into a written Agreement on or about the 19th day of June 2017; and

WHEREAS, Stillwater and PCYS intend to continue the contractual relationship established under said Agreement for an additional one-year term through the execution of an extension agreement ("Extension Agreement").

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Extension Term. Stillwater and PCYS agree to extend the Agreement dated June 19, 2017, for an additional one-year term beginning July 1, 2026, and ending June 30, 2027.

2. Compensation. Stillwater shall pay to PCYS the total sum of Fifteen Thousand Dollars and no/100 (\$15,000.00) for the extension period. Compensation shall be paid in full upon submission of an invoice on or after July 1, 2026.

3. Effect of Contract Provisions. All provisions contained within the Agreement dated June 19, 2017, shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

PAYNE COUNTY YOUTH SERVICES, INC.

By: President/Chair of Board

Attest:
(seal)

Secretary

State of Oklahoma)
) ss
County of Payne)

Subscribed and sworn to me before this _____ day of _____, 2025
by _____, President/Chair of Board, Payne County Youth Services,
Inc..

Notary Public

(seal)
My Commission Expires: _____
My Commission Number: _____

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

(seal)
ATTEST:

Teresa Kadavy, City Clerk

Project H.E.A.R.T., Inc.

**830 W. Ford
Shawnee, OK 74801
(405) 214-1972
(405) 214-1953**

LEASE AGREEMENT

This agreement is made effective the first day of July, 2022 by and between Project H.E.A.R.T., Inc. having it's office in Shawnee, Oklahoma, and the City of Stillwater.

In consideration of mutual covenants contained herein, Project H.E.A.R.T., Inc. and the City of Stillwater enter into the following agreement.

1. Project H.E.A.R.T., Inc. shall supervise and manage the food service operation. The Project H.E.A.R.T., Inc. Director shall be responsible for the overall management of food service and program operations.
2. Project H.E.A.R.T., Inc. shall have complete autonomy over the implementation of its program. Project H.E.A.R.T., Inc. shall manage all aspects of the food service operation and shall interview and employ personnel to fill positions needed to conduct Project H.E.A.R.T., Inc.'s operation as well as supervise the personnel in their duties concerning the program. Insofar as practical, Stillwater citizens will be given preference when hiring.
3. Project H.E.A.R.T., Inc. shall provide food services to persons aged 60+ for the City of Stillwater. Such meals shall be noon meals served five (5) days a week excluding eleven (11) holidays and weekends at the Stillwater Site. Food service may be suspended during inclement weather or for unforeseen circumstances. Number of meals served per day is dependent upon continued funding being received by Project H.E.A.R.T., Inc.
4. Project H.E.A.R.T., Inc. shall comply with all Federal, State, and Local laws and regulations governing the preparing, handling, and serving of food.
5. All equipment purchased by or transferred to Project H.E.A.R.T., Inc. shall remain the property of Project H.E.A.R.T., Inc. A list of equipment is available at the Project H.E.A.R.T., Inc. office.
6. The City of Stillwater shall furnish the present allocated space for said food service program operations. Space and such equipment as is necessary shall be supplied for the site manager from 7:00 a.m. to 3:30 p.m. each day of operation. Project H.E.A.R.T., Inc. shall have exclusive rights to the kitchen.
7. Project H.E.A.R.T., Inc. shall furnish, to the City of Stillwater, \$210.00 each month on utilities. Project H.E.A.R.T., Inc. will also furnish to the City of Stillwater \$417.00 each month for janitorial service.

8. The City of Stillwater shall provide a minimum of the following janitorial service: Note: Kitchen mats with drainage holes will be stacked at the end of each day by Project H.E.A.R.T., Inc. staff so that City of Stillwater staff can sweep and mop the kitchen.

Daily	Twice a Week	Weekly	Twice a Year
Empty trash cans	Sweep and mop all floors	Wash chair seats	Wash all windows
Sweep Kitchen	Clean Mops	Sanitize all Sinks	Clean all air vents
Sweep and mop Restrooms		Stools & Urinals	
Clean trashcans		Clean store room	
Keep hand towels			
Toilet paper & soap			
Dispensers filled			
Mop kitchen floor			

9. Project H.E.A.R.T., Inc. shall also furnish carry-out trays for home delivered meals and cleaning supplies for the upkeep of the site. The City of Stillwater shall specify cleaning supplies not to exceed \$500.00 for the contract year.
10. The City of Stillwater agrees to provide to Project H.E.A.R.T., Inc. site manager a schedule of activities during hours which Project H.E.A.R.T., Inc. is not operating its services at the site. The City of Stillwater shall have the exclusive right to schedule activities in the Project H.E.A.R.T., Inc. leased area during the hours that Project H.E.A.R.T., Inc. is not conducting its operation with the exception of the kitchen.
11. Project H.E.A.R.T., Inc. shall lock and secure all interior doors leading to Project H.E.A.R.T., Inc. kitchen, office and all exterior doors at the end of the nutrition day of business. Project H.E.A.R.T., Inc. will not be held responsible for locking or securing building after or before Project H.E.A.R.T., Inc. nutrition program hours.
12. The City of Stillwater shall provide major repairs (*defined as repairs exceeding \$250*) and exterior maintenance to the City owned facility as required. Project H.E.A.R.T., Inc. shall be responsible for all repairs of any equipment and appliances it owns regardless of cost.
13. This agreement is also subject to immediate termination should funds become unavailable to fulfill the terms contained herein.

This agreement shall be effective as of the 1st day of July 2022 and shall be in force with respect to meals served during the period commencing on the effective date and ending the 30th day of June 2023 and during such additional period or periods as Project H.E.A.R.T., Inc. and the City of

Stillwater may agree upon. However, either party may at any time during the life of this agreement or any extension thereof, terminate this agreement or any extension thereof with respect to the program, by giving thirty (30) days written notice to the other party of its intention to do so. Project H.E.A.R.T. Inc. may terminate this agreement, with respect to the program, if the terms and conditions thereof are not fully complied with by the City of Stillwater, by giving thirty (30) days written notice of its intention to do so. All notices to Project H.E.A.R.T., Inc. shall be addressed to: Project H.E.A.R.T., Inc., P.O. Box 3667, Shawnee, OK 74802. All notices to the City of Stillwater shall be addressed to the City of Stillwater, P.O. Box 1449, Stillwater, OK 74076, Attention: City Manager.

IN WITNESS WHEREOF, said corporation has caused this agreement to be signed by the legal representative of the City of Stillwater and the director or board chairman of Project H.E.A.R.T., Inc. and witnessed by a notary public for each signature.

Norman McNickle
By: Legal Representative of the City of Stillwater

Norman McNickle, City Manager
(Please Print Name)

Subscribed and sworn to before me this 18 day of July, 2021.

Teresa Kadavy
Notary Public

My Commission expires

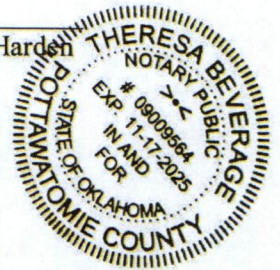


Chris Harden
Project H.E.A.R.T., Inc. Executive Director Chris Harden

Subscribed and sworn to before me this 6th day of May, 2021.

Teresa Beverage
Notary Public

My Commission expires: 11-17-2025



**EXTENSION OF
PROJECT H.E.A.R.T., INC.
LEASE AGREEMENT**

THIS EXTENSION AGREEMENT is made and entered into on this ____ day of _____, 2026 by and between the City of Stillwater, Oklahoma, a municipal corporation (hereinafter "Stillwater") and Project H.E.A.R.T., Inc. (hereinafter "Project H.E.A.R.T.").

WITNESSETH

WHEREAS, Stillwater and Project H.E.A.R.T. entered into a Lease Agreement on or about the 1st day of July 2022; and

WHEREAS, Stillwater and Project H.E.A.R.T. intend to continue the contractual relationship established under said Agreement for an additional one-year term as provided for in said Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement. The parties agree to extend the terms and conditions of the Agreement for an additional one-year term beginning July 1, 2026, and ending June 30, 2027.
2. Rent. Project H.E.A.R.T. shall furnish to the City of Stillwater \$210.00 each month for utilities. Project H.E.A.R.T. will also furnish to the City of Stillwater \$693.00 each month for janitorial services.
3. Effect of Contract Provisions. All provisions contained within the Agreement dated July 1, 2022, shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Extension Agreement to be fully executed in triplicate, each copy of which shall constitute an original.

PROJECT H.E.A.R.T., INC.

Project H.E.A.R.T., Inc. Director or Board Chairman

(Print Name & Title)

Approved and executed this ____ day of _____, 2026.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

William H. Joyce, Mayor

Attest:
(seal)

Teresa Kadavy, City Clerk

Approved as to form and content this ____ day of _____, 2026.

Kimberly Carnley, City Attorney

**AGREEMENT BETWEEN THE CITY OF STILLWATER
AND THE STILLWATER MUSEUM ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into on this 20th day of May, 2024 by and between the CITY OF STILLWATER, OKLAHOMA, a municipal corporation, and STILLWATER MUSEUM ASSOCIATION, INC., an Oklahoma not-for-profit corporation, as owner and operator of the Stillwater History Museum at the Sheerar.

WITNESSETH

WHEREAS, Stillwater History Museum at the Sheerar (SHM) is dedicated to collecting, preserving, and interpreting the history of Stillwater, Oklahoma.

WHEREAS, SHM features a collection of documents, photographs, artifacts and other items of cultural and historical significance of Stillwater, Oklahoma; and

WHEREAS, the City of Stillwater (City) recognizes the importance of the need for the collection and preservation of these items that show the culture and history of Stillwater, Oklahoma; to study and preserve them for the future; and to communicate about that past with the public, which shall benefit the public good and be for the benefit of all the residents of the City of Stillwater; and

WHEREAS, the City agrees to assist SHM with such programs, it being a public purpose and in the best interest of the general public to do so.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS HEREINAFTER SET FORTH, THE CITY AND SHM AGREE:

1. Term of Agreement. The term of this agreement shall begin on July 1, 2024 and shall terminate on June 30, 2025. The parties shall have the option to extend this agreement for three additional one-year terms by written extension agreement signed by the parties prior to the expiration of the current term.
2. Compensation. City shall pay SHM the sum of Thirty Thousand Dollars and No Cents (\$30,000). Said compensation shall be used for the public purposes set out herein, and more specifically to provide public education and to promote economic development by providing an attraction for tourists with exhibits, records, artifacts and other items of cultural and historical significance of Stillwater, Oklahoma at SHM. SHM shall invoice City for payment on or after July 1, 2024 and City shall process payment to SHM within 30 days of receipt.
3. Responsibilities of SHM.
 - a. Hours Open to the Public. SHM shall maintain regular hours open to the public to include weekends throughout the year to provide access to its displays and exhibits to visitors and residents of Stillwater. SHM agrees to provide a minimum of five (5) hours per weekend open to the public. SHM shall maintain and advertise hours open to the public on its website.
 - b. Compliance with Applicable Laws. SHM shall provide all activities authorized by this agreement in accordance with all applicable federal, state, and local laws,

including any grant conditions, approved work programs, or other applicable law, regulation, or rule applicable to the activities provided herein.

- c. Reporting Requirement. SHM shall prepare and submit to the City quarterly reports documenting the hours that the SHM was open to the public and estimated number of visitors to the SHM. SHM also agrees to retain, prepare and permit City to review any of the following records upon request: All records pertaining to current or planned projects of the SHM as well as all other records that may be required by relevant federal, state, or local law or regulations.
4. Insurance, Indemnity. SHM shall maintain a general liability insurance policy in minimum amounts equal to the liability limits for political subdivisions as set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. 151, et seq., and shall name the City of Stillwater as an additional insured in such amounts, during the term of this Agreement. SHM further agrees to hold harmless and indemnify the City of Stillwater, its officers, employees, and agents or invitees for any liability occasioned by the intentional acts or negligence of SHM officers, employees or agents while conducting operations authorized herein during the term of this Agreement.
5. Audit. SHM shall maintain all records of financial transactions conducted pursuant to this Agreement for a period of five (5) years. The City shall have the right to audit said financial records at any time during the term of this Agreement upon request, and reasonable notice, irrespective of any reporting requirements as set forth in Section 3.
6. Personnel. SHM shall provide all personnel necessary to operate, manage, and maintain services in accordance with this Agreement. Said personnel shall be under the exclusive direction of SHM, and shall not be considered employees or agents of the City of Stillwater under any circumstance. All volunteers utilized by SHM shall likewise be considered under the exclusive direction of SHM and not employees or agents of the City of Stillwater under any circumstance. In this connection, should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of SHM, the same shall be considered the sole and exclusive liability of SHM. SHM shall maintain Worker's Compensation Insurance at all times that its employees are performing work or providing services for SHM, or are otherwise subject to and/or are covered by said Worker's Compensation Act.
7. Termination. 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. Termination for cause shall include, but not be limited to, failure of SHM to fulfill in a timely and proper manner its obligations under this Agreement, or submission by SHM to City of reports that are incorrect or incomplete in any material respect. In the event of termination, the compensation paid to SHM shall be subject to repayment to the City on a pro-rata basis in proportion to the amount of the fiscal year that has passed at the effective date of termination.
8. Governing Law. This Agreement is governed by the statutes and laws of the State of Oklahoma and the Charter and Ordinances of the City of Stillwater.
9. Assignment. This Agreement is not assignable.

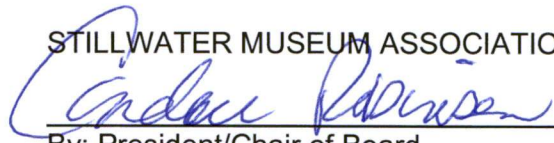
10. Amendment. Requests for changes may be made jointly or by only one party at any time. Requests for changes to compensation shall be made during the budget process. This Agreement may be modified only by written amendment that is duly executed by both parties.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and terminates and supersedes all prior understandings or agreements on the subject matter hereof.

THIS AGREEMENT is executed the day and year first above written.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

STILLWATER MUSEUM ASSOCIATION, INC.


By: President/Chair of Board

Attest:
(seal)

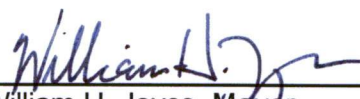
Secretary



ATTEST:


Teresa Kadavy, City Clerk

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation


William H. Joyce, Mayor

**EXTENSION AGREEMENT #2
AGREEMENT BETWEEN THE CITY OF STILLWATER
AND THE STILLWATER MUSEUM ASSOCIATION, INC.**

THIS EXTENSION AGREEMENT is made and entered into on this ___ day of _____, 2026 by and between the City of Stillwater, Oklahoma, a municipal corporation, and Stillwater Museum Association, Inc., an Oklahoma not-for-profit corporation, as owner and operator of the Stillwater History Museum at the Sheerar.

WITNESSETH

WHEREAS, the City of Stillwater (“Stillwater”) and Stillwater Museum Association, Inc. (“Museum”) entered into a written Agreement on or about the 20th day of May 2024 for the operation of programs for the study, preservation and interpreting the history of Stillwater, Oklahoma, for an initial term of July 1, 2024 through June 30, 2025; and

WHEREAS, Paragraph 1 of said Agreement provides that the parties may extend the agreement for up to three additional one-year terms by written agreement of the parties; and

WHEREAS, the parties extended the Agreement pursuant to Extension #1 for an additional term beginning July 1, 2025, and ending June 30, 2026; and

WHEREAS, the parties agree to extend the Agreement for an additional one-year term through execution of this Extension Agreement #2.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Extension Term. Stillwater and Museum agree to extend the Agreement dated July 1, 2024, for an additional one-year term beginning July 1, 2026, and ending June 30, 2027.
2. Compensation. Stillwater shall pay to Museum the total sum of Thirty Thousand Dollars and no/100 (\$30,000) for the Extension Term. Compensation shall be paid to Museum within 30 days of receipt of invoice.
3. Effect of Contract Provisions. All provisions contained within the Agreement dated July 1, 2024, except as otherwise amended herein, shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

Stillwater Museum Association, Inc.

City of Stillwater, Oklahoma
a Municipal Corporation

Brady Moore, City Manager

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is between the City of Stillwater (CITY), a municipal corporation, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

OnLine Marketing, L.L.C.

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, CITY has approved certain specifications and advertised for or solicited Bids on the following goods or services:

Bid #18-2024 City Vehicle Fuel

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to CITY, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City Manager, this document will become the Purchase Agreement for such Goods and/or Services.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. DOCUMENTS COMPRISING THE AGREEMENT.

The entire Bid Packet is incorporated herein by reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet.

2. PURCHASE AND SALE.

Seller agrees to sell CITY the Goods and/or Services for the price and upon the delivery terms set forth in the bid response. CITY agrees to pay Seller the price set forth in the bid response based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to CITY, (ii) the CITY's acceptance thereof, and (iii) Seller's submission and CITY's approval of a verified claim of the amount due. CITY shall not pay any late charges or fees.

3. APPROXIMATE QUANTITIES.

CITY does not guarantee a specific quantity. On all items which bids are to be received on a unit price basis, the quantities stated in the bid will not be used in establishing final payment due the Seller. Payment on the unit price items will be based on the actual number of units ordered after award.

4. IRREVOCABLE OFFER.

Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless the CITY's City Manager executes this Agreement accepting Seller's Bid. No CITY officer, employee or agent except the City Manager has the authority to award contracts or legally obligate the CITY to any contract. Seller shall not provide any Goods and/or Services to CITY pursuant to this Agreement before this Agreement is executed by CITY. If Seller provides any Goods and/or Services to CITY before this Agreement is executed by CITY, such Goods and/or Services are provided at Seller's risk and CITY shall have no obligation to pay for any such Goods and/or Services.

5. TERM.

The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the City Manager and terminating one year from that date. CITY in its sole discretion may offer Seller an opportunity to renew this Agreement for three (3) additional one (1) year terms. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by CITY of the Goods and/or Services set forth in this Agreement is subject to CITY's needs and to CITY's annual appropriation of sufficient funds in CITY's fiscal year (July 1st to June 30th) in which such Goods and/or Services is purchased. In the event CITY does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by CITY.

6. WARRANTIES.

Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that that Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by CITY, whichever is later, or as specified in the Technical Specifications, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.

7. WARRANTY REMEDIES.

CITY shall notify Seller if any Goods and/or Services fail to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Good and/or Services shall be determined by CITY to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by CITY, then CITY at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.

8. SELLER BEARS RISK.

The risk of loss or damage shall be borne by the Seller at all times until the Acceptance of the Goods or Services by CITY.

9. NO INDEMNIFICATION BY CITY.

Contractor understands and acknowledges that CITY is a municipal corporation that is funded by its ratepayers to operate for the benefit of the citizens of Stillwater. Accordingly, and pursuant to Oklahoma law, CITY shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Seller shall not limit its liability to CITY for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. CITY reserves the right to pursue all legal and equitable remedies to which it may be entitled.

10. INDEMNIFICATION BY SELLER.

Seller agrees to save CITY and their authorized representatives harmless from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property to the proportionate extent caused by the Seller, its agents, employees or subcontractors and resulting from negligent acts, errors, mistakes or omissions from Seller in connection with the Goods and/or Services to be provided or performed hereunder. Seller agrees to indemnify, defend, and save harmless CITY and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

11. NO INSURANCE BY CITY.

If CITY is leasing Goods herein, CITY shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. CITY is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

12. NO CONFIDENTIALITY.

Seller understands and acknowledges that CITY 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 Seller pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.

13. NON-RESPONSIVE BIDS.

Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if CITY accepts Seller's Bid and awards a contract to Seller based on such Bid, CITY shall not be bound to any exceptions, changes, or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by CITY in writing will be void and of no force and effect.

14. COMPLIANCE WITH LAWS.

Seller shall be responsible for complying with all applicable federal, state and local laws, regulations, and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

15. TERMINATION.

CITY, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of the CITY. If this Agreement is so terminated, CITY shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. CITY's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

16. PRICE CHANGES.

The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Seller is bound by prices submitted on its Bid Form.

17. RIGHT TO AUDIT.

The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by CITY or its designees. Seller is required to 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 this Agreement. 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.

18. NOTICE.

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or depositing in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller:

On Cue Marketing L.L.C.
916 N. Main
Stillwater, Ok 74075

- ii. To CITY: City Clerk
723 S. Lewis / P.O. Box 1449
Stillwater, OK 74076-1449

19. RELATIONSHIP OF PARTIES.

The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the CITY under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the CITY for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the CITY for its employees. The Seller shall be solely liable for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have the right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

20. THIRD PARTIES.

This Agreement is between CITY and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.

21. TIME OF ESSENCE.

CITY and Seller agree that time is deemed to be of the essence with respect to this Agreement.

22. BINDING EFFECT.

This Agreement shall be binding upon CITY and Seller and their respective successors, heirs, legal representatives and permitted assigns.

23. HEADINGS.

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

24. SEVERABILITY PROVISIONS.

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

25. 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. CITY does not and will not agree to binding arbitration of any disputes.

26. 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.

27. 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. This Agreement may only be modified or amended

in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by CITY and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without CITY's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

28. MULTIPLE COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

29. INTERPRETIVE MATTERS AND DEFINITIONS.

The following interpretive matters shall be applicable to this Agreement:

- i. Unless the context otherwise requires:
 - (a) All references to Sections are to Sections of this Agreement;
 - (b) Each term defined in this Agreement has the meaning assigned to it;
 - (c) "Or" is disjunctive but not necessarily exclusive;
 - (d) Words in a singular include the plural and vice versa.
 - (e) All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- ii. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- iii. Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- iv. The word "including" means "including, without limitation" and does not limit the preceding words or terms;
- v. All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.

30. EQUAL EMPLOYMENT OPPORTUNITY.

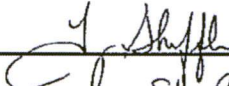
Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

31. AUTHORITY TO BIND.

The undersigned individual states that s/he has the authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: On Cue Marketing LLC

Sign Here ▶ 

Printed Name: Tommy Shreffler

Title: Vice President, Operations

Date: 4/1/24

ATTEST:

Corporate Secretary

OnCue Marketing L.L.C., 916 N. Main, Stillwater, Ok 74075
Company Name/Address [Please Print] Address City State
Zip Code

(405) 372-7665 () - tshraffle@oncueexpress.com
Telephone Number Fax Number Email Address



City of Stillwater, OKLAHOMA,
A municipal corporation,

By: Kimberly Meek
City Manager, Kimberly Meek

Date: 4/29/2024

Teresa Kadang
City Clerk

APPROVED:

Kimberly Canley
City Attorney, Kimberly Canley

18-2024 Addendum 1
OnCue
OnCue Marketing L.L.C.
Supplier Response

Event Information

Number: 18-2024 Addendum 1
Title: Purchase of Fuel for City Vehicles
Type: Invitation For Bid
Issue Date: 3/9/2024
Deadline: 4/3/2024 03:00 PM (CT)
Notes: City of Stillwater/Stillwater Utilities Authority will receive sealed bids for the following:

Bid #18-2024
Purchase of Fuel for City Vehicles

Bids will be received via our online portal until 3:00 pm, Wednesday, April 3, 2024. Mailed, emailed, and faxed bids will not be accepted.

Bids will be publicly opened at 3:00 pm and read aloud by the City Clerk at the Municipal Building, Conference Room 1112 B, 723 South Lewis, Stillwater, Oklahoma 74074.

In order to view the bid documents and/or submit a bid, interested contractors must register under "Supplier Registration" with the City's online portal:

<https://stillwater.ionwave.net/Login.aspx>

Any questions regarding this Notice or the proposal documents should be directed to John McClenny 405.742.8233 or john.mcclenny@stillwater.org.

Contact Information

Contact: John McClenny
Address: 723 S. Lewis Street
Stillwater, OK 74074
Phone: (405) 742-8233
Email: john.mcclenny@stillwater.org

OnCue Information

Contact: Tommy Shreffler
Address: 916 N. Main
Stillwater, OK 74075
Phone: (405) 372-7665 x7054
Email: tshreffler@oncueexpress.com
Web Address: www.oncueexpress.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Thomas Donald Shreffler Jr.
Signature

tshreffler@oncueexpress.com
Email

Submitted at 4/2/2024 03:23:29 PM (CT)

Requested Attachments

Purchase Agreement

Complete and sign the seller's portion, and upload with your bid.

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Non-Collusion Affidavit

Complete, sign, and upload with your bid.

Xerox
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Business Relationship Affidavit

Complete, sign, and upload with your bid.

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Bidder's Service Agreement/Terms and Conditions

Supply of goods and/or performance of services are subject to the City of Stillwater General Terms and Conditions included in this bid packet. To the extent that Contractor's proposed services agreement or terms and conditions for service includes additional terms and conditions that may conflict with any provisions herein, the Stillwater General Terms and Conditions shall govern and control.

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Fueling System Description

Submit a detailed description of the system being offered, along with supporting documentation

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Fueling System Locations

Provide a list of locations and hours of operation. The off-site fueling system shall provide a minimum of four approved outlets located in different parts of Stillwater. Bidders that provide additional locations throughout Oklahoma and surrounding states are preferred. Bidders that provide locations with 24 hour operations are preferred. The price of fuel to be purchased at any of these locations will be as quoted in the bid.

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Bid Attributes

1

Bidder's Exact Legal Name:

(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

OnCue Express L.L.C.

2 Bidder's Address:
916 N. Main, Stillwater, OK 74075

3 Bidder's email address:
tshreffler@oncueexpress.com

4 Technical Specifications
I have read and understand the Technical Specifications and certify that the bid I am submitting meets or exceeds those specifications.
<input checked="" type="checkbox"/> Yes

5 Instructions For Bidders
I have read and understand the Instructions For Bidders.
<input checked="" type="checkbox"/> Yes

6 General Terms
I have read, understand, and agree to the City of Stillwater's General Terms.
<input checked="" type="checkbox"/> Yes

7 Special Requirements
I have read, understand, and agree to the Special Requirements including insurance requirements. I further understand that insurance in the specified amounts is required for any contract awarded as a result of this bid and can provide the required certificate of insurance.
<input checked="" type="checkbox"/> Yes

Bid Lines

1 Unleaded Gasoline <i>(Line excluded from response total)</i>
Quantity: <u> 1 </u> UOM: <u> Gallon </u> Price: <input type="text" value="\$0.05"/> Total: <input type="text" value="\$0.05"/>
Item Notes: Enter the discount offered per gallon from pump price less taxes.
Supplier Notes: <input type="text" value="Five cents off of pump price minus taxes"/>

2 #2 Diesel Fuel <i>(Line excluded from response total)</i>
Quantity: <u> 1 </u> UOM: <u> Gallon </u> Price: <input type="text" value="\$0.05"/> Total: <input type="text" value="\$0.05"/>
Item Notes: Enter the discount offered per gallon from pump price less taxes.
Supplier Notes: <input type="text" value="Five cents off of pump price minus taxes"/>

3 <i>Line deleted as part of an Addendum</i>

4 <i>Line deleted as part of an Addendum</i>

Response Total: \$0.00

**EXTENSION AGREEMENT #2
PURCHASE AGREEMENT
ONCUE MARKETING, L.L.C.
BID #18-2024**

THIS AGREEMENT is made and entered into on this ___ day of _____, 2026 by and between City of Stillwater, Oklahoma, a municipal corporation, and OnCue Marketing, L.L.C.

WITNESSETH

WHEREAS, the City of Stillwater (“Stillwater”) and OnCue Marketing, L.L.C. (“OnCue”) entered into a written Agreement on or about the 29th day of April 2024 for the purchase of fuel for city vehicles; and

WHEREAS, Paragraph 5 of said Agreement provides that Stillwater in its sole discretion may extend the contract for up to three (3) additional one-year terms by written agreement of the parties; and

WHEREAS, the parties extended the Agreement pursuant to Extension Agreement #1 for an additional term beginning July 1, 2025, and ending June 30, 2026; and

WHEREAS, Stillwater intends to continue the contractual relationship established under the Agreement for an additional one-year term through the execution of this Extension Agreement #2.

NOW, THEREFORE, the parties agree as follows:

1. Term of Agreement. Stillwater and OnCue agree to extend the Agreement dated April 29, 2024, for an additional one-year term beginning July 1, 2026, and ending June 30, 2027.
2. Effect of Contract Provisions. All provisions contained within the Agreement dated April 29, 2024, except as otherwise amended herein, shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

OnCue Marketing, L.L.C.

City of Stillwater, Oklahoma
a Municipal Corporation

Name, Title

Brady Moore, City Manager



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 1, 2026

Agenda Item:	4.g. CC-26-94
Previous/Related Action:	
Background/Issue:	<p>City of Stillwater (City) property and general liability insurance expires on June 30, 2026. The City utilizes Oklahoma Municipal Assurance Group (OMAG) as advisor and broker for property and general liability insurance. OMAG works exclusively with cities in Oklahoma, providing significant expertise on insurance and liability.</p> <p>OMAG also provides many value-added services. During FY26, the City benefited from the following:</p> <ul style="list-style-type: none"> • access to attorneys with employment law expertise; • administration of tort claims; • administration of property damage claims; • no cost training sessions to staff; • roof evaluation services; and • property appraisal services. <p>The quotes for FY27 from OMAG for the entirety of property and general liability needs for the City, Stillwater Utilities Authority (SUA), Stillwater Economic Development Authority (SEDA), and Stillwater Public Works Authority (SPWA) total \$1,324,212. This does include Airport liability, which is \$10,220 for year two of a three-year fixed premium coverage period. Deductibles remain the same per occurrence: Tort Claims - \$25,000, Property Claims - \$50,000, Automobile Claims - \$1,000, Misc Equipment Claims - \$500, and Mobile Equipment Claims - \$500.</p>
Proposal/Solution:	Staff recommends engaging with OMAG for City, SUA, SEDA, and SPWA property and general liability insurance needs for FY27.
Financial Source/Impact:	Funds are budgeted for property and general liability insurance in FY27 and no additional budget appropriation is required.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to approve FY27 Oklahoma Municipal Assurance Group

(OMAG) policies for property and general liability insurance coverage in the amount of \$1,324,212.

Prepared By:	Michelle Wilhelm, Financial Services Director
Reviewed By:	Michelle Wilhelm Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Stillwater GLA250005904 Dec Page 20260513
2. Stillwater PRO250005804 Dec Page 20260512
3. Stillwater Oklahoma City of a Municipal Corporation - Primary Binder



**Municipal Liability Protection Plan
 Declarations Page**

1. PLAN MEMBER: **City of Stillwater** AGREEMENT NUMBER : **GLA250005904**
 Mailing Address: 723 S Lewis Street
 Stillwater, Oklahoma 74074
2. Plan Period From **7/1/2026 to 7/1/2027 12:01 A.M. Central Standard Time**
3. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE	PREMIUM
<u>GENERAL LIABILITY (PARTS I, IV, V and VII)</u>	
A. Bodily Injury	
B. Property Damage	<u>\$344,888</u>
C. Personal Injury	
D. Errors and Omissions	
<input type="checkbox"/> Prior Acts Coverage	
<u>AUTOMOBILE LIABILITY (PART II)</u>	
E. Bodily and Personal Injury	<u>\$110,380</u>
F. Property Damage	
<input checked="" type="checkbox"/> Hired and Non-owned Automobile Coverage	<u>\$161</u>
<u>AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)</u>	
G. Automobile Physical Damage	<u>\$208,527</u>
1. Comprehensive	
2. Specified Perils	
3. Collision	
H. Equipment Physical Damage – Per equipment schedule	
<input checked="" type="checkbox"/> Mobile Equipment	<u>\$5,356</u>
<input checked="" type="checkbox"/> Auto/Misc. Equipment Blanket Limit: \$1,000,000	<u>\$1,500</u>
<input type="checkbox"/> Mobile Equipment Leased/Rented Limit:	
<input checked="" type="checkbox"/> Hired Auto Physical Damage Limit: \$150,000	
<u>CYBER BREACH RESPONSE (VI)</u>	
K. First Party & Liability	<u>\$2,700</u>
	<u>Total Premium</u>
	<u>\$673,512</u>

4. **Limits of Liability for claims which are subject to the GOVERNMENTAL TORT CLAIMS ACT:**
 \$75,000 Each Property Damage Loss Per Occurrence **Coverages B, F**
 \$250,000 Each Other Loss Per Occurrence **Coverages A, C, D, E**
 \$275,000 Sanitary Sewer Overflow Aggregate Per Occurrence **Coverages A, B**
 \$2,000,000 Aggregate Per Occurrence **Coverages A, B, C, D, E and/or F**
Limits of liability for claims which are not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT:
 \$1,000,000 Each Other Loss Per Occurrence **Coverages C, D**
 \$2,000,000 Annual Aggregate **Coverages C, D**
 \$50,000 Annual Aggregate Combined Single Limit **Coverage K**
 \$2,500,000 Pool Annual Aggregate Limit **Coverage K**

5. **DEDUCTIBLES**
 Coverages A, B, E, F: No Deductible, except Sanitary Sewer Overflows and Electrical Disruptions, which are subject to the Deductible of C & D.
 Coverages C, D: **\$25,000** Per Occurrence, except Law Enforcement/Jail Related Claims which are subject to a **\$5,000** Deductible or the above-mentioned standard Deductible, whichever is greater
 Coverages G, H: Per Schedule
 Coverage K: **\$2,000** Per Occurrence

6. This agreement is composed of this Declaration Page, the MLPP Document, Schedules, Forms and Endorsements, if any.



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Municipal Liability Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

Stillwater Utility Authority
Stillwater Economic Development Authority
Stillwater Public Works Authority



Municipal Liability Protection Plan

City/Town: City of Stillwater

Mortgagee, Loss Payee and/or Additional Interest Schedule

Banc of America Public Capital Corp, P.O. Box 4431 Atlanta, GA 30302-4431	Certificate Category Loss Payee
BOK Financial Equipment Finance, Inc. 5956 Sherry Lane, Suite 1000 Dallas, TX 75225	Certificate Category Loss Payee
Enterprise Fleet Management Trust 9315 Olive Blvd Saint Louis, MO 63132	Certificate Category Loss Payee
United Rentals (Branch Q23) 3520 N Perkins Rd Stillwater, OK 74075-2227	Certificate Category Certificate Holder
BOKF, National Association P.O. Box 2300 TULSA, OK 74102-2300	Certificate Category Certificate Holder
BOK FINANCIAL PUBLIC FINANCE, INC. P.O. BOX 2300 TULSA, OK 74102-2300	Certificate Category Loss Payee
CITY OF STILLWATER P.O. BOX 1449 STILLWATER, OK 74076	Certificate Category Certificate of Coverage



**Municipal Property Protection Plan
 Declarations Page**

1. PLAN MEMBER: **City of Stillwater** AGREEMENT NUMBER: **PRO250005804**
 Mailing Address: 723 S Lewis Street
 Stillwater, Oklahoma 74074
2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
 From 7/1/2026 to 7/1/2027
3. The Plan Member is a(n) Municipality
4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE	PREMIUM
COMMERCIAL PROPERTY COVERAGE	
Buildings and Business Personal Property, per schedule	Limit: \$327,260,349 \$572,975
Mobile Equipment, per schedule	Limit: \$ \$
Leased/Rented Equipment	Limit: \$ \$
Miscellaneous Equipment, per schedule	Limit: \$ \$
Fine Arts, per schedule	Limit: \$ \$
EXCESS COVERAGE	
Business Income \$4,150,000 per occurrence	\$4,150,000 per location \$10,375
Accounts Receivable \$2,475,000 on premises	\$2,485,000 off premises \$6,188
Valuable Papers \$475,000 on premises	\$490,000 off premises \$1,188
Theft/Disapp/ Destr \$230,000 inside	\$240,000 outside \$7,320
Earth Movement (Subject to \$100,000 Deductible)	Excess Limit: \$49,000,000 \$42,434
EQUIPMENT BREAKDOWN COVERAGE	
Electrical Power Generating Equipment, per schedule	Included
TOTAL PREMIUM	\$640,480

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Issue Date: **May 12, 2026**



Municipal Property Protection Plan

ADDITIONAL NAMED PLAN MEMBERS

<p>Stillwater Economic Development Authority Stillwater Public Works Authority Stillwater Utility Authority</p>

SCHEDULE OF FORMS

A. Property
Supplemental Coverage Declarations

Property Coverage Form

Replacement Cost

Earth Movement Coverage Form

Flood Coverage Form

Municipal Sales Tax Revenue Coverage Form

Business Income Coverage Form Excluding Extra Expense

Extra Expense Coverage Form

Mobile Equipment, Vehicle Equipment, and Miscellaneous Equipment Coverage Form

Builders Risk coverage Form

Leasehold Interest Coverage Form

Exclusion-Certain Computer Related Losses Due to Dates or Times (Property Coverages)

Terrorism Coverage Form

Joint or Disputed Loss Agreement

Theft Disappearance and Destruction coverage Form

Crime General Conditions

Equipment Breakdown Coverage Form

General Conditions

B. Equipment Breakdown

Equipment Breakdown
Declarations

Equipment Breakdown Insuring
Agreement Form

General Conditions

Equipment Breakdown Coverage
Form

Exclusion of Certain Computer-
Related Losses



Municipal Property Protection Plan

Equipment Breakdown

Coverages

Limits

Equipment Breakdown Limit	\$327,260,349, not to exceed \$25,000,000 per occurrence
Property Damage	Included
Business Income ***	\$200,000
Contingent Business Income	\$25,000
Extra Expense ***	Combined with Business Income
Service Interruption ***	Combined with Business Income
Perishable Goods ***	\$100,000
Ordinance & Law	\$25,000
Demolition and ICC	\$250,000
Expediting Expenses	\$250,000
Hazardous Substances	\$250,000
CFC Refrigerants	\$250,000
Newly Acquired Locations	\$500,000
Data Restoration	\$100,000
Sanitary Sewer Overflow	\$25,000 per occurrence/ \$100,000 per aggregate

Coverages

Deductibles

Combined	\$50,000
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Other Conditions

- Extended Business Income: 5 Days
- Newly Acquired Locations: 90 Days
- Unless the interruption exceeds 24 hours we will not pay for any loss under Service Interruption or the Service Interruption component of Perishable Goods.
- 'Covered equipment' does not include any transformers associated with the generation of power. - IC Engine Units over 15 years will be valued at Actual Cash value.

*** Business Interruption, Extra Expense, Service Interruption, Perishable Goods, or any other indirect coverage not available on any Power Generation unit/facility. ***



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Municipal Property Protection Plan

City/Town: **City of Stillwater**

AGREEMENT NUMBER: **PRO250005804**

Mortgagee, Loss Payee and/or Additional Interest Schedule

TD SYNEX Capital, LLC and its Successors and Assigns
5350 Tech Data Drive
Clearwater, FL 33760

Certificate Category
Mortgagee



1100 Poydras Street, Suite 2150
New Orleans, LA 70163
Tel 5043103629

TO: Corrine Aguilar
OKLAHOMA MUNICIPAL ASSURANCE GROUP
EDMOND, Oklahoma 73013

FROM: Peter Rumm
RISK ID: 184380

EMAIL: caguilar@omag.org

DATE SENT: June 29, 2025

AIRPORT OWNERS AND OPERATORS LIABILITY BINDER
WITH
ACE PROPERTY AND CASUALTY INSURANCE COMPANY
(AA S&P, A++ BEST)

In accordance with your instructions we have bound the insurance described below. This binder will be replaced by the policy when issued. **Policy No: AAP N14412979 004**

Please read this binder carefully, as the limits, coverage and other terms and conditions may vary significantly from those requested in your submission and/or from the expiring policy. Terms and conditions that are not specifically mentioned in this binder are not included. The terms and conditions of this binder supersede the submitted insurance specifications and all prior proposals and binders. Actual coverage will be provided by and in accordance with the policy as issued.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is reflected in the policy or in an agreement signed by someone authorized to bind the insurer.

This binder has been constructed in reliance on the data provided in the submission. A material change or misrepresentation of that data voids this binder.

NAMED INSURED: City of Stillwater, Oklahoma, a Municipal Corporation

NAMED INSURED'S ADDRESS: P.O. Box 1449
Stillwater, Oklahoma, 74076

PERIOD: From: July 1, 2025 To: July 1, 2028
both days at 12:01 a.m. Local Time at the address of the Named Insured

INTEREST: The Insured's legal liability to which this policy applies, arising out of the Insured's Airport operations at the following airport location(s):

F.A.A. ID	State	Name

SWO	OK	Stillwater Regional Airport, Stillwater, Oklahoma
-----	----	---

SUM INSURED: \$10,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit.	\$10,000,000
Personal Injury and Advertising Injury Annual Aggregate Limit.	\$10,000,000
Malpractice Annual Aggregate Limit.	\$10,000,000
Extended Coverage – War, Hi-jacking and Other Perils Annual Aggregate Limit.	Not Insured
Fire Damage Limit Any One Fire.	\$100,000
Medical Expense Limit Any One Person.	\$10,000
Hangarkeepers not “in flight” Limit Any One Occurrence.	\$10,000,000
Hangarkeepers not “in flight” Limit Any One Aircraft.	\$10,000,000
Non-Owned Aircraft Liability Limit Any One Occurrence.	\$10,000,000

DEDUCTIBLE: Nil Each Occurrence or offense, but not to exceed annual aggregate
Nil

CONDITIONS: The Airport Owners and Operators General Liability Policy contains, inter alia, the following exclusion clauses:

- War, Hi-Jacking and Other Perils Exclusion Clause
- Noise, Pollution and other Perils Exclusion Clause

The policy is also subject to the following:

- 90 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but
- 10 days notice for non-payment of premium. This provision does not override the Automatic

Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement

AAP OK (11/99) Oklahoma Changes - Cancellation and Nonrenewal

Schedule of Policy Forms applicable to airports and locations **Oklahoma**
in:

Form Reference and Edition	Title
9001-OK (11/00)	Oklahoma Changes - Transfer Of Rights
9002-OK (11/00)	Oklahoma Notice
AAP 200 (10-24)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11/99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11/99)	Airport Owners and Operators General Liability Policy - Schedule of Endorsements
AAP 202 (11/99)	Airport Owners and Operators General Liability Policy
AAP 204 (11/03)	Amendment of Noise and Pollution and Other Perils Exclusion

AAP 219 (11/99)	Premium Installment Endorsement
AAP 220 (11/99)	Immunity Waiver Endorsement
AAP 228 (11/99)	Cancellation Notification Change
AAP 234 (11/99)	Airport Limited Enhanced Coverage Endorsement
AAP 236 (11/04)	Limited Additional Insured Designated Person or Organization Endorsement
	<i>Name and Address of Additional Insured</i> <i>American Airlines, Inc.</i>
	<i>4333 Amon Carter Boulevard, MD 5544</i>
	<i>Fort Worth, TX 76155</i>
AAP 237 (11/99)	Nuclear Risks Exclusion Clause
AAP 242 (11/99)	Personal Injury Limitation Endorsement
AAP 248 (11/99)	Volunteers Endorsement
AAP 255 (03/08)	Date Recognition Limited Coverage Endorsement
AAP 256 (11/99)	Date Recognition Exclusion Endorsement
AAP 270 (01/15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
AAP 273 (11/03)	Pollution Endorsement
AAP 275 (01/15)	Limited Terrorism Coverage Endorsement
AAP 277 (01/06)	Silica And Silica-Related Dust Exclusion
AAP 295 (06/12)	Non-Owned Aircraft Liability
	<i>Maximum Seats</i> <i>Twenty (20)</i>
	<i>Premium</i> <i>Included</i>
	<i>Non-Owned Aircraft Occurrence Limit</i>
	<i>PI/AI Aggregate Limit</i> <i>2,000,000</i>
	<i>Medical Expense Limit AOP</i> <i>10,000</i>
	<i>Extended Coverage Aggregate</i> <i>2,000,000</i>
AAP 306 (03/08)	Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
AAP 307 (03/08)	Amendment to Supplementary Payments (Court Cost) Endorsement
AAP 316 (02/21)	Exclusion - Access or Disclosure of Confidential or Personal Information - Advertising Injury or Personal Injury
AAP 317 (01/22)	Exclusion – Perfluorinated Chemicals
ALL-20887 (10/06)	ACE Producer Compensation Practices & Policies
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
TR-45231a (08/20)	Policyholder Disclosure Notice Of Terrorism Insurance Coverage

Payable in three equal installments.

PERIOD

GL Premium: \$27,873

PERIOD

TRIA Premium: \$2,787

PERIOD

WAR Premium: Not Purchased

TOTAL: \$30,660

Please read this document carefully and advise us of any discrepancies immediately.

On behalf of ACE Property and Casualty Insurance Company

A handwritten signature in black ink, appearing to be 'PDK', is written over a faint, rectangular stamp or watermark.

By

Authorized Representative

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury---in consultation with the Secretary of Homeland Security, and the Attorney General of the United States---to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your term premium that is attributable to coverage for acts of terrorism is \$2,787, and does not include any charges for the portion of losses covered by the United States government under the Act.



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 1, 2026

Agenda Item:

4.h. CC-26-95

Previous/Related Action:

Background/Issue:

City staff meets with Gallagher Benefit Services (GBS) annually to review current plan designs, options offered, and vendors associated with the City employee health benefit programs.

Information provided from GBS is the basis for the recommendation to renew a contract or to accept an alternate vendor based on submitted proposals.

Listed below are the proposals for FY 2026-2027:

- UMR (third-party administrator) administrative fee increased 2.9% or \$6,038 annually;
- Surest – (third-party administrator) administrative fee increased 12.3% or \$14,856 annually;
- Delta Dental total annual increase from current is \$20,786 or 5% on the High and Low plans.
- Tokio Marine HCC (re-insurance carrier) stop loss specific deductible remained at \$175,000. The stop loss increase is 10% or \$114,824 annually;
- Gallagher Benefit Services (health benefits broker) no change from previous year’s funding;
- Hartford Insurance Group (Life and AD&D; Vol Life and Vol AD&D) no change from previous year’s funding;
- Pharmacy remains with Express Scripts/RX Benefits through the Gallagher Pharmacy Alliance (pharmacy coalition) contract.
- Pharmacy prior authorizations (PAs) were enhanced to ensure covered medications are utilized according to the FDA guidelines. Estimated savings is \$1.5 million.
- Noom programs were added at \$25,000 annually. This includes Noom Weight, Noom Diabetes, Noom Diabetes Prevention and Noom Meds. The cost for the Noom meds will be paid for by the members. This includes GLP-1’s for

weight loss. Noom weight loss medications are available at a discounted rate.

- Direct agreement was added with Surgery Center of Oklahoma. Anyone enrolled with medical coverage has access to this benefit. The members cost is waived if they receive services at the Surgery Center of Oklahoma. The cost of services at the Surgery Center are bundled and available at a lower cost to the City.

Proposal/Solution:	Staff recommends Council to authorize the City Manager to sign contracts related to benefits administration for FY 2026-2027.
Financial Source/Impact:	Amounts are allocated in the prepared budget.
Related Pillar(s):	Effective Services
Recommended Action/Motion:	Motion to authorize the City Manager to sign contracts related to benefits administration as outlined in this report for FY 2026-2027.
Prepared By:	Leah Womack, Human Resources Director
Reviewed By:	Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None



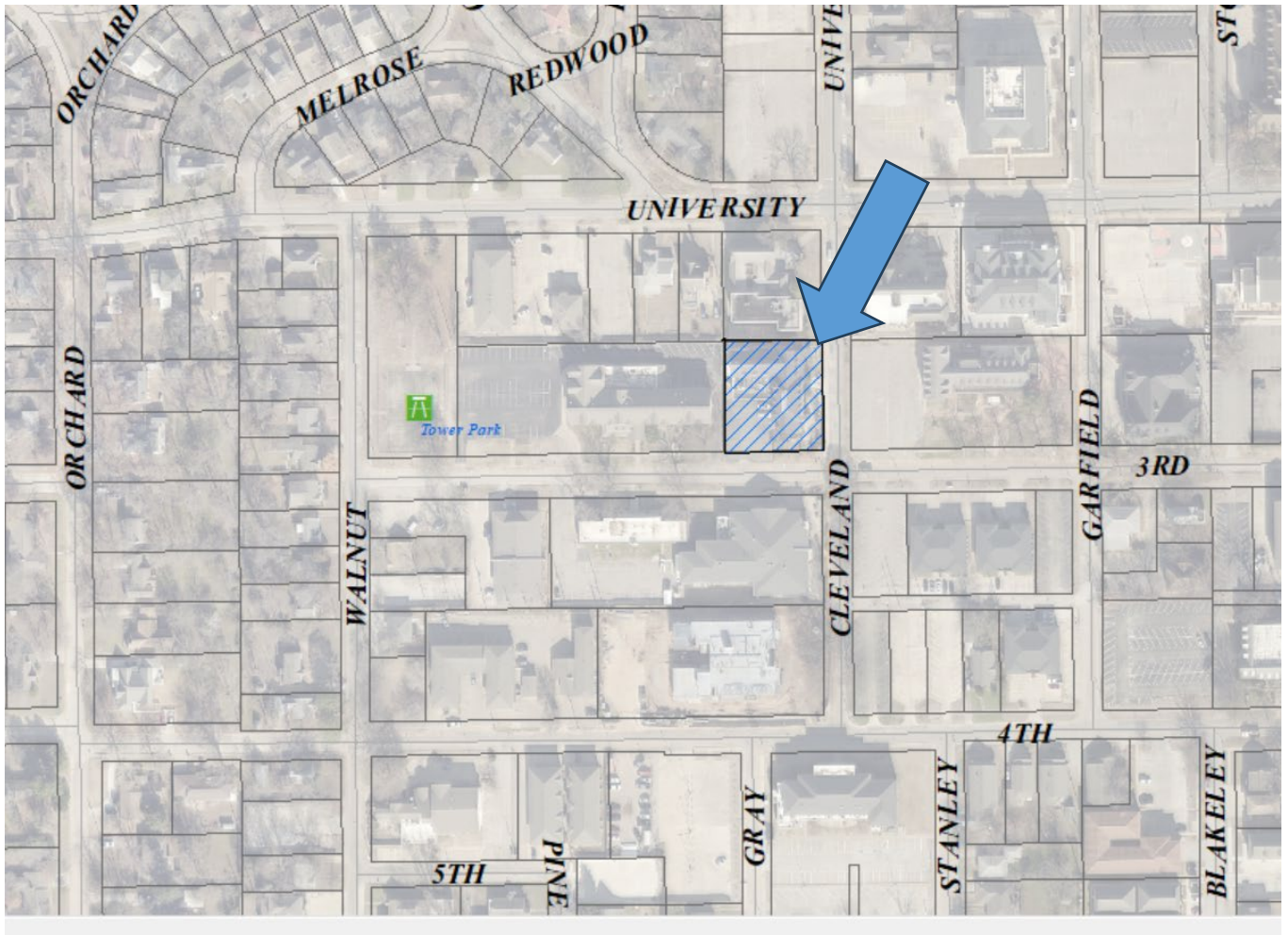
REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 1, 2026

Agenda Item:	7.a. CC-26-96
Previous/Related Action:	May 5, 2026 Planning Commission Report
Background/Issue:	<p>The subject property is located on the northwest corner of Cleveland Street and 3rd Avenue. The property is approximately 0.45 acres and is currently developed as a sorority house.</p> <p>A sorority house is permitted by right in the RMI and RMU zoning districts. The applicant is proposing to expand the existing building, which would exceed the maximum allowed lot coverage in RMI of 40%. The maximum lot coverage in RMU is 60%. The proposed addition would increase the lot coverage to 52.53%, which would be allowed in the proposed zoning district.</p> <p>On May 5, 2026 Planning Commission held a public hearing for the proposed map amendment, where the applicant was the only public speaker.</p>
Proposal/Solution:	On May 5, 2026 Planning Commission recommended that the City Council approve the proposed Map Amendment as presented, with a 5-0 vote.
Financial Source/Impact:	None.
Related Pillar(s):	
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the proposed Map Amendment for the property addressed as 214/220 S Cleveland St.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Zoning Comparison Chart, RMI to RMU
3. Minutes 05.05.2026 SPC



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stillwaterok.gov

Project Type: Map Amendment (MA25-11)
Request: Rezone from RMI to RMU
Address: 214/220 s. Cleveland Street

ZONING COMPARISON CHART		
	RMI (Residential Multi-Family Intermediate)	RMU (Residential Multi-Family Urban)
Min Lot Size	15,000 square feet	10,000 square feet
Min Lot Width/Depth	75/130 feet	60/130 feet
Max Structure Height	50 feet	50 feet
Min Front Yard	20 feet/10 feet from alley	20 feet/10 feet from alley
Min Side Yard - use:		
Residential Structures	5 feet	15 feet
Fraternity or Sorority	5 feet	5 feet, unless abutting single family residential, then 15 feet
All other Uses	25 feet	25 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	30 feet
Any other district	20 feet	30 feet
Max Lot Coverage	40 percent	60 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	A landscape plan shall be submitted which meets the requirements of 23-230(f).	A landscape plan shall be submitted which meets the requirements of 23-230(f).
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	<ul style="list-style-type: none"> • <i>Boarding house/Rooming house</i> • <i>Churches and Religious Institutions</i> • <i>Fraternity or sorority house</i> • <i>Free-standing Self Service Facilities</i> • <i>Multiple-family</i> with max gross density of 30 units per acre • <i>Parking lot/garages</i> • <i>Townhome</i> • <i>Two-family (duplex)</i> 	<ul style="list-style-type: none"> • <i>Boarding house/Rooming house</i> • <i>Churches and Religious Institutions</i> • <i>Fraternity or sorority house</i> • <i>Free-standing Self Service Facilities</i> • <i>Mixed-use</i> • <i>Multiple-family</i> with max gross density of 50 units per acre • <i>Parking Lot/Garages</i>

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF MAY 5TH, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED MAY 1ST, 2026 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

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

MEMBERS ABSENT

STAFF PRESENT

Kim Payne, Assistant City Attorney
David Barth, Development Services Director
Joshua Brown, Project Coordinator
Alexandria Holle-Maged, Administrative Assistant

Staff Absent

Henry Bibelheimer, Senior City Planner

1. CALL MEETING TO ORDER.

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

3. PUBLIC HEARING

- b. Receive public comment regarding a request for a Map Amendment (MA25-11) to rezone from Multi-Family Intermediate (RMI) to Multi-Family Urban (RMU) at the property addressed as 214 and 220 S Cleveland St.

David Barth, Dev. Services Director, presents staff's report and asks if there are any questions.

Chair Phillips inquired about the relationship between the Comprehensive Plan and the Residential Mixed-Use (RMU) district, particularly regarding recent amendments to "Greek housing" (fraternities/sororities) regulations; and asked if the Comprehensive Plan needs future updates to better incorporate RMU zoning.

Mr. Barth clarified that the Comprehensive Plan intentionally focuses on land use categories and density rather than specific zoning districts (like RSS, RSL or IG); and explained that the current area is designated as Multi-family Intermediate with a density of 30 units per acre.

Mr. Barth pointed out that the zoning comparison chart in the report still reflects old RMU standards as the recent text amendments now dictate specific bulk standards, such as:

- Side Yard Requirements: Set at 15 feet when bordering residential districts, but 5 feet for other uses.
- Height Restrictions: While the maximum structure height is 50 feet, a new rule limits buildings to two stories if they are within 30 feet of a residential property line.

Mr. Barth confirmed that any new development resulting from a rezoning would be subject to these updated text amendment standards and confirmed that Greek housing is being addressed in Chapter 23 of the code, though the specific proposal is still under development.

Commissioner Prather summarized that while sorority houses are permitted in both RMI (Multi-Family Intermediate) and RMU (Residential Mixed-Use) districts, the applicant is seeking a rezoning to RMU to facilitate an expansion; and under RMI, the lot coverage is limited to 40%, whereas RMU allows for 60% and the proposed expansion would bring the lot coverage to 52.5%.

Chair Phillips invites the applicant forward to address any remaining questions.

Mrs. Patricia Carpenter, 1123 S., Range Road, Stillwater, Treasurer for the Kappa Delta House Corporation Board and co-chair of the building project, comes to speak on the following:

- Membership has outgrown the house, which lacks a multipurpose room large enough for all members, necessitating campus meetings.
- The proposed addition would utilize an existing parking lot rather than green space.
- Noted the lot is small and already at the 40% coverage limit for RMI zoning.
- Rezoning to RMU would allow the project to proceed, consistent with other local Greek house expansions.

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

Mr. Barth presents findings and alternatives, which are:

Findings:

1. The proposed Map Amendment aligns with Envision Stillwater 2045.
2. A sorority house is allowed by right in the RMI and RMU zoning districts.
3. The proposed rezoning would increase the maximum lot coverage from 40% to 60%

Alternatives:

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

Staff recommends Alternative 1.

Commissioner Prather motions to approve the Map Amendment as Presented. Commissioner Peters second.

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

Time: 13 minutes



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 1, 2026

Agenda Item:	7.b. CC-26-97
Previous/Related Action:	May 19, 2026 Planning Commission Report
Background/Issue:	<p>The property is located in the northeast portion of the Rosewood Hills Shopping Center located on the east side of North Perkins Road. There was a specific use permit approved for this unit in 2019 to allow for a medical marijuana dispensary, which is the current use. Section 23-180.h specifies that a specific use permit is valid until “such time the specific use permit holder ceases to operate the specific use”. This business is changing hands, which means that a new specific use permit is required for the use to continue at this location.</p> <p>On May 19, 2026, Planning Commission held a public hearing for the proposed Specific Use Permit, where there was no public comment.</p>
Proposal/Solution:	On May 19, 2026, Planning Commission recommended that the City Council approve the proposed Specific Use Permit as presented, with a 5-0 vote.
Financial Source/Impact:	None
Related Pillar(s):	Quality of Life
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the proposed Specific Use Permit for a medical marijuana dispensary for the property addressed as 211 N Perkins Road Unit #36.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map



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stillwaterok.gov

Project Type: Specific Use Permit (SUP26-02)
Request: Specific Use Permit to Operate a Medical Marijuana Dispensary
Address: 211 N PERKINS RD 36



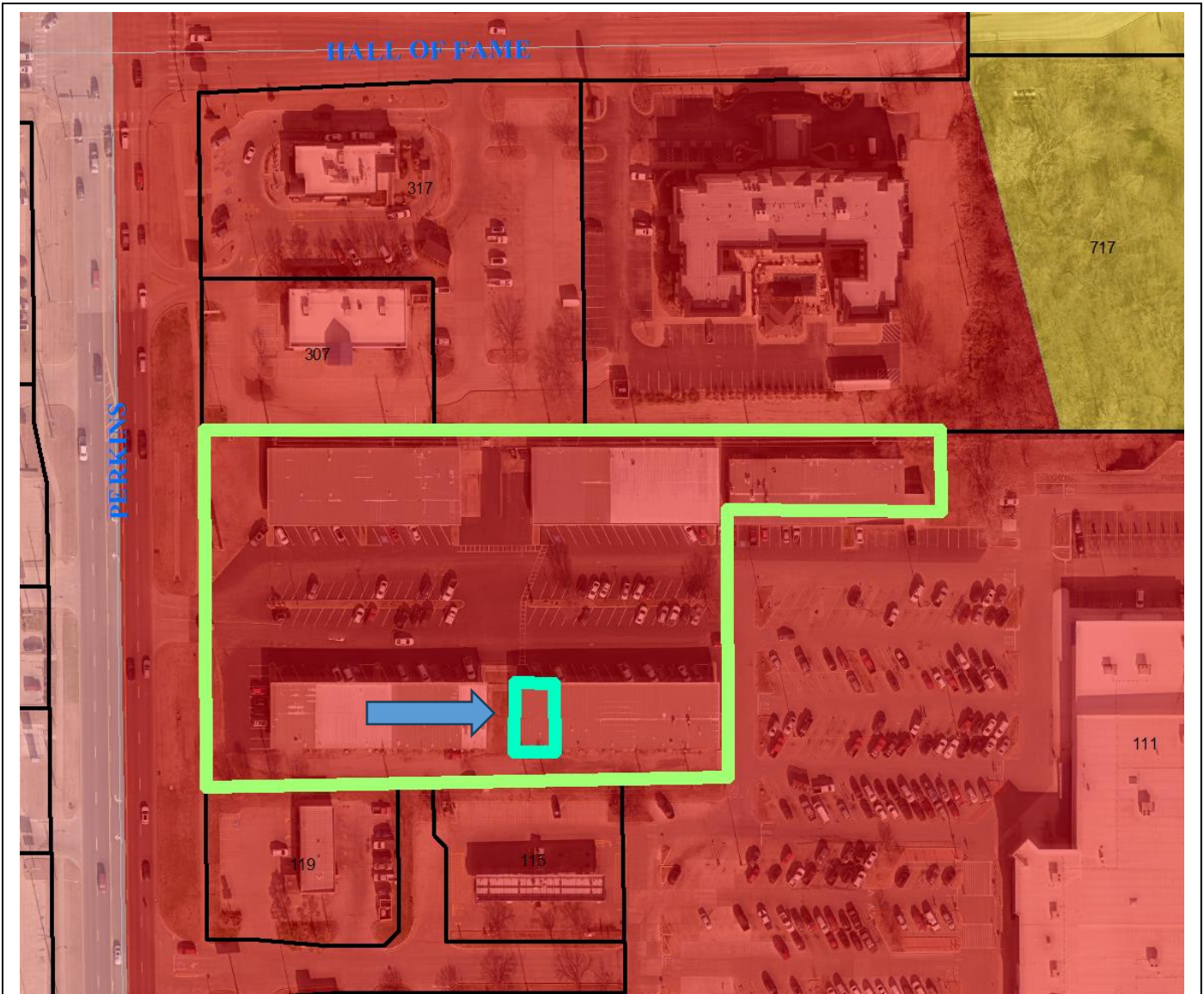
REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 1, 2026

Agenda Item:	7.c. CC-26-98
Previous/Related Action:	May 19, 2026 Planning Commission Report
Background/Issue:	<p>The property is located in the south portion of the Rosewood Hills Shopping Center located east of North Perkins Road. The applicant is seeking a Specific Use Permit (SUP) to allow a medical marijuana dispensary at this location. The owner of this license was approved for a medical marijuana dispensary in February of 2023 at 1023 E 6th Avenue. If this specific use permit is approved, the applicant intends to move their existing dispensary to this location.</p> <p>On May 19, 2026, Planning Commission held a public hearing for the proposed Specific Use Permit, where one citizen spoke in opposition, with concerns about the quantity of dispensaries in Stillwater.</p>
Proposal/Solution:	On May 19, 2026, Planning Commission recommended that the City Council approve the proposed Specific Use Permit as presented, with a 5-0 vote.
Financial Source/Impact:	None.
Related Pillar(s):	
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the proposed Specific Use Permit for a medical marijuana dispensary for the property addressed as 211 N Perkins Road Unit #17.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map



Stillwater. OKLAHOMA
stillwaterok.gov

Project Type: Specific Use Permit (SUP26-04)
Request: Specific Use Permit to operate a Medical Marijuana Dispensary
Address: 211 N Perkins Rd 17.



REPORT TO: CITY COUNCIL

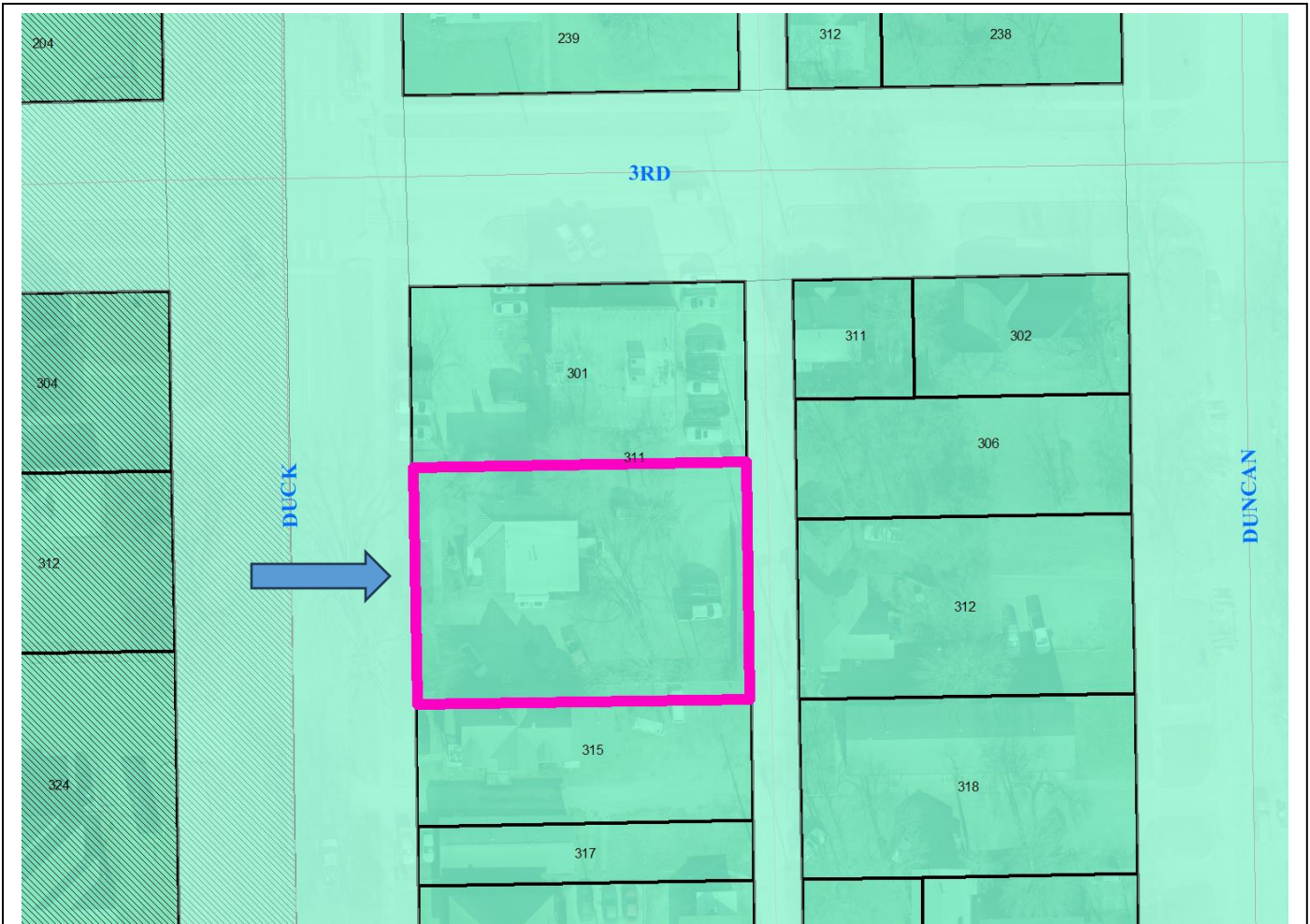
MEETING DATE: JUNE 1, 2026

Agenda Item:	7.d. CC-26-99
Previous/Related Action:	May 19, 2026 Planning Commission Report
Background/Issue:	<p>The property is located near the southeast corner of East 3rd Avenue and South Duck Street in the Transcent 5 (T5) zone of the Corridor Redevelopment Area Planning District. The applicant is seeking this Specific Use Permit (SUP) to allow an electronic message center sign at this location. Signs are regulated in the Form Based Code Area based on the property’s permitted use (Sec. 3.5). In this case, the property’s use is office so signs must meet the Office (O) zoning requirements. Per Section 23-197, EMC signs are only allowed in the Office District with an SUP.</p> <p>All EMC signs are required to meet the standards of Section 23-186.m Electronic message center signs. The applicant has agreed to meet all the requirements.</p> <p>On May 19, 2026, Planning Commission held a public hearing for the proposed Specific Use Permit, where one citizen spoke in support of the proposed specific use permit.</p>
Proposal/Solution:	On May 19, 2026, Planning Commission recommended that the City Council approve the proposed Specific Use Permit as presented, with a 5-0 vote.
Financial Source/Impact:	None.
Related Pillar(s):	
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the proposed Specific Use Permit for an Electronic Message Center for the property addressed as 311 S Duck Street.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map

2. Sign Exhibit



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stillwaterok.gov

Project Type: Specific Use Permit (SUP26-03)
Request: Allow for an electronic message center (EMC) sign in the Transect 5 (T5) zoning district
Address: 311 S DUCK ST.



3' H x 8' W
← **CABINET**



← **4'x8' EMC**



Base
42''H x 100''W

RESOLUTION NO. CC-2026-9

**A RESOLUTION OF THE STILLWATER CITY COUNCIL ADOPTING
AN OPERATING BUDGET FOR THE FISCAL YEAR 2026-27.**

WHEREAS, the Oklahoma Municipal Budget Act, 11 O.S. 17-201 *et. seq.* establishes procedures for adopting an annual municipal budget; and

WHEREAS, the requirements of said statutes have been met; and

WHEREAS, agreement has been reached relative to the estimated revenues, and necessary appropriations for the various accounts within various funds for the 2026-27 fiscal year; and

WHEREAS, such appropriations must be approved by resolution.

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

Section 1. That the 2026-27 fiscal year operating budget be adopted in the amounts reflected in this resolution's Attachment A which lists expenditures by department and classifications as required by 11 O.S. 17-213.

Section 2. That the resolution and a copy of the adopted budget be transmitted to the Oklahoma State Auditor and Inspector and one copy be transmitted to the Clerk of this municipality.

Section 3. That sinking fund requirements be filed with the Payne County Excise Board.

PASSED, APPROVED AND ADOPTED by the Stillwater City Council and SIGNED by the Mayor of the City of Stillwater, this 1st day of June, 2026.

CITY OF STILLWATER, OKLAHOMA

WILLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY on this 1st day of June, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

City of Stillwater
 Budget for Fiscal Year 2027
 Stillwater, Oklahoma

	General Fund	Pooled Cash Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Visitor Tax Fund	Fire Fund	Grants Fund	Opioid Settlement Fund	CDBG Grants Fund	Home Buyer's Assistance Fund	Stormwater Mgmt Fund	Transportation Fee Fund	Park Donations Fund	Transportation Sales Tax Fund	GO Bond - Fire Station	GO Bond - Animal Welfare	G.M.Koch Donation Fund	Bostick Gym Fund	Self Insurance Fund	Tax Increment District #3	Tax Increment District #5	Airport Fund	TOTAL
Resources and Transfers																								
Beginning Balance	\$0	\$1,012,000	\$12,114,128	\$1,165,556	\$2,147,600	\$454,619	\$380,487	\$0	\$943,765	\$0	\$10,568	\$1,589,568	\$538,940	\$0	\$26,458,459	\$190,861	\$8,623,136	\$53,142	\$21,229	\$1,462,622	\$48,100	\$126,723	\$410,430	\$57,751,933
Sales Tax	31,875,000														10,625,000									42,500,000
Use Tax	5,700,000																							5,700,000
Other Tax	2,005,500			1,642,511		2,000,000															1,060,000	96,739		6,804,750
Fines and Forfeits	735,000																							735,000
Fees and Rental	407,336						264,000						130,000										3,454,570	4,255,906
Interest	0	1,036,000	140,000																					1,176,000
Licenses & Permits	330,500																							330,500
Other	1,294,000								188,886											1,340,000			316,000	3,138,886
Stormwater Fees												975,000												975,000
Indirect Cost Reimbursement	2,344,611																							2,344,611
Transfers In	22,377,575				500,000						75,000									13,164,378			1,876,634	37,993,587
Total Resources and Transfers	67,069,522	2,048,000	12,254,128	2,808,067	2,647,600	2,454,619	644,487	0	1,132,651	0	85,568	2,564,568	668,940	0	37,083,459	190,861	8,623,136	53,142	21,229	15,967,000	1,108,100	223,462	6,057,634	163,706,173
Expenditures and Transfers																								
City Manager																								
Personal Services	1,009,532																							1,009,532
Materials & Supplies	1,500																							1,500
Other Services & Fees	18,005																							18,005
Capital																								0
Debt																								0
Communications																								0
Personal Services	378,981																							378,981
Materials & Supplies	3,499																							3,499
Other Services & Fees	121,992																							121,992
Capital																								0
Debt																								0
Information Technology																								0
Personal Services	1,150,737																							1,150,737
Materials & Supplies	62,225																							62,225
Other Services & Fees	553,548																							553,548
Capital																								0
Debt	381,804																							381,804
Human Resources																								0
Personal Services	435,642																			11,275,000				11,710,642
Materials & Supplies	9,400																							9,400
Other Services & Fees	91,460																			2,787,000				2,878,460
Capital																								0
Debt																								0
Finance																								0
Personal Services	671,139																							671,139
Materials & Supplies	22,150																							22,150
Other Services & Fees	164,905																							164,905
Capital																								0
Debt																								0
Financial Services																								0
Personal Services	634,685																							634,685
Materials & Supplies	4,500																							4,500
Other Services & Fees	97,411																							97,411
Capital																								0
Debt																								0
Development Services																								0
Personal Services	815,936																							815,936
Materials & Supplies	7,800																							7,800
Other Services & Fees	120,174																							120,174
Capital																								0
Debt																								0
Building & Fire Codes																								0
Personal Services	459,008																							459,008
Materials & Supplies	19,069																							19,069
Other Services & Fees	16,700																							16,700
Capital																								0
Debt																								0
Engineering																								0
Personal Services	661,118																							661,118
Materials & Supplies	23,400																							23,400
Other Services & Fees	86,200																							86,200
Capital																								0
Debt																								0
Public Works																								0
Personal Services	2,199,843																							2,199,843
Materials & Supplies	352,790																							352,790
Other Services & Fees	233,650																							233,650

City of Stillwater
Budget for Fiscal Year 2027
Stillwater, Oklahoma

	General Fund	Pooled Cash Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Visitor Tax Fund	Fire Fund	Grants Fund	Opioid Settlement Fund	CDBG Grants Fund	Home Buyer's Assistance Fund	Stormwater Mgmt Fund	Transportation Fee Fund	Park Donations Fund	Transportation Sales Tax Fund	GO Bond - Fire Station	GO Bond - Animal Welfare	G.M.Koch Donation Fund	Bostick Gym Fund	Self Insurance Fund	Tax Increment District #3	Tax Increment District #5	Airport Fund	TOTAL
Capital																								0
Debt	73,377																							73,377
Parks & Community Resources																								0
Personal Services	1,036,598																							1,036,598
Materials & Supplies	162,242																							162,242
Other Services & Fees	1,540,171																							1,540,171
Capital																								0
Debt	25,392																							25,392
Police																								0
Personal Services	13,248,495																							13,248,495
Materials & Supplies	520,700																							520,700
Other Services & Fees	546,010																							546,010
Capital																								0
Debt	117,637			1,019,250																				1,136,887
Emergency Management																								0
Personal Services	339,736																							339,736
Materials & Supplies	21,000																							21,000
Other Services & Fees	77,270																							77,270
Capital																								0
Debt					1,355,000																			1,355,000
Fire																								0
Personal Services	8,665,575						10,145																	8,675,720
Materials & Supplies	198,600																							198,600
Other Services & Fees	317,592																							317,592
Capital																								0
Debt	309,576			811,700			325,475																	1,446,751
Library																								0
Personal Services	1,139,193																							1,139,193
Materials & Supplies	109,400																							109,400
Other Services & Fees	74,527																							74,527
Capital																								0
Debt																								0
Legal																								0
Personal Services	613,838																							613,838
Materials & Supplies	33,000																							33,000
Other Services & Fees	117,000																							117,000
Capital																								0
Debt																								0
General Government																								0
Personal Services	1,166,626																							1,166,626
Materials & Supplies	6,505																							6,505
Other Services & Fees	3,709,610									75,000										875,000	400,000	39,283		5,098,893
Capital					500,000																			500,000
Debt				627,511																				627,511
Stormwater																								0
Personal Services												147,230												147,230
Materials & Supplies												28,261												28,261
Other Services & Fees												132,473												132,473
Capital																								0
Debt																								0
Airport																								0
Personal Services																							1,367,881	1,367,881
Materials & Supplies																							3,151,795	3,151,795
Other Services & Fees																							597,477	597,477
Capital																								0
Debt																								0
Indirect Cost												31,721												31,721
Transfers Out	22,091,049			175,915		2,000,000						46,680									685,000	114,036	569,546	25,682,226
Total Expenditures and Transfers	67,069,522	0	0	2,634,376	1,855,000	2,000,000	335,620	0	0	0	75,000	386,365	0	0	0	0	0	0	0	14,937,000	1,085,000	153,319	5,992,644	96,523,846
Ending Balance	\$0	\$2,048,000	\$12,254,128	\$173,691	\$792,600	\$454,619	\$308,867	\$0	\$1,132,651	\$0	\$10,568	\$2,178,203	\$668,940	\$0	\$37,083,459	\$190,861	\$8,623,136	\$53,142	\$21,229	\$1,030,000	\$23,100	\$70,143	\$64,990	\$67,182,327
Restricted/Internally Designated	\$0	\$2,048,000	\$12,254,128	\$173,691	\$792,600	\$454,619	\$308,867	\$0	\$1,132,651	\$0	\$10,568	\$2,178,203	\$668,940	\$0	\$37,083,459	\$190,861	\$8,623,136	\$53,142	\$21,229	\$1,030,000	\$23,100	\$70,143	\$64,990	\$67,182,327
Unrestricted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$0	\$2,048,000	\$12,254,128	\$173,691	\$792,600	\$454,619	\$308,867	\$0	\$1,132,651	\$0	\$10,568	\$2,178,203	\$668,940	\$0	\$37,083,459	\$190,861	\$8,623,136	\$53,142	\$21,229	\$1,030,000	\$23,100	\$70,143	\$64,990	\$67,182,327

ORDINANCE NO. 3605

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 214/220 S. CLEVELAND STREET FROM MULTI-FAMILY INTERMEDIATE (RMI) TO MULTI-FAMILY URBAN (RMU).

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

Parcels located at 214/220 S. Cleveland Street:

Lot Four (4) in Block Three (3), West College Heights Addition to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof

AND

The South 10 feet of the vacated alley on the North side thereof per vacated of alley, Book 36 MISC., Page 315.

be and the same is hereby rezoned from RMI (MULTI-FAMILY INTERMEDIATE) to RMU (MULTI-FAMILY URBAN).

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 06/01/2026
Second Reading:



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 1, 2026

Agenda Item:	b. CC-26-100
Previous/Related Action:	Ordinance No. 3182
Background/Issue:	<p>Ordinance No. 3182 granted a non-exclusive permit to Cebridge Acquisition, L.P. D/B/A Suddenlink Communications for the construction and operation of a cable system and set the franchise fee paid to the City of Stillwater. This ordinance had a ten (10) year term and is now expired.</p> <p>Cebridge Acquisition, L.P. has requested the renewal of the cable franchise with the City pursuant to 47 U.S.C. § 526.</p> <p>Cebridge and City Staff worked collectively to develop and negotiate the terms and conditions for the renewal of this cable television franchise agreement for an additional term of ten (10) years pursuant to 47 U.S.C. § 526(h).</p> <p>The terms and conditions are set forth in the proposed Ordinance No. 3607.</p>
Proposal/Solution:	
Financial Source/Impact:	
Related Pillar(s):	
Recommended Action/Motion:	
Prepared By:	
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 3607.firstreading Stillwater - Optimum Franchise Agreement

ORDINANCE NO. 3607

AN ORDINANCE GRANTING A NON-EXCLUSIVE CABLE TELEVISION FRANCHISE TO CEBRIDGE ACQUISITION L.P., DOING BUSINESS AS OPTIMUM, THROUGH A CABLE TELEVISION FRANCHISE AGREEMENT TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF STILLWATER, OKLAHOMA, FOR THE PURPOSE OF PROVIDING CABLE SERVICE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY IN CONJUNCTION WITH THE CITY'S RIGHT-OF-WAY ORDINANCES, AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN.

WHEREAS, the City entered into a Cable Television Permit Agreement (the "Cable Franchise") with Peak Cablevision LLC dated October 11, 1999 (Ord. No. 2662);

WHEREAS, Suddenlink Communications was a successor in interest to Peak Cablevision LLC;

WHEREAS, the Franchise Agreement term was extended on February 1, 2010 (Ord. No. 3903), February 6, 2012 (Ord. No. 3157), and April 30, 2012 (Ord. No. 3175);

WHEREAS, Cebridge Acquisition L.P. acquired and is a successor in interest to Suddenlink Communications;

WHEREAS, the City and Cebridge Acquisition L.P., doing business as Suddenlink Communications renewed the Cable Franchise in a Permit Agreement dated July 16, 2012, and accepted on July 26, 2012 (Ord. No. 3182);

WHEREAS, Altice USA, Inc. acquired Cebridge Acquisition L.P. and is the ultimate parent company of Cebridge Acquisition L.P.;

WHEREAS, Cebridge Acquisition L.P., doing business as Optimum (the "Grantee"), is the current franchisee;

WHEREAS, Grantee has requested the renewal of the Cable Franchise with the City pursuant to 47 U.S.C. § 526;

WHEREAS, Grantee and the City agreed to pursue cable television franchise renewal through the informal cable television franchise renewal process pursuant to 47 U.S.C. § 526(h);

WHEREAS, Grantee and the City have negotiated the terms and conditions contained in this Ordinance and Cable Television Franchise Agreement;

WHEREAS, the City has determined that this Ordinance and Cable Television Franchise Agreement renewal should be approved, subject to written acceptance by Grantee;

WHEREAS, Grantee has indicated its acceptance of this Ordinance and Cable Television Franchise Agreement included in this Ordinance; and

WHEREAS, the City Council desires to enter into said Cable Television Franchise Agreement with Grantee.

NOW, THEREFORE, BE IT ORDAINED BY THE STILLWATER CITY COUNCIL THAT THE FOLLOWING ORDINANCE BE ENACTED:

CABLE TELEVISION FRANCHISE AGREEMENT

This Cable Television Franchise Agreement (the “Franchise”) is entered into by and between the City of Stillwater, Oklahoma (the “City”) and Cebridge Acquisition L.P., doing business as Optimum, a Delaware Limited Partnership (the “Grantee”). As used herein, the term “Party” or “Parties” shall refer to the City and Grantee individually or jointly as indicated by the context in which used.

SECTION 1: Definition of Terms

For the purpose of this ordinance (the “Ordinance”), the following terms, phrases, words and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- a. "Affiliate" means any person or entity which owns or controls, is owned or controlled by, or is under common ownership or control with Grantee.
- b. "Basic Cable" means the tier of Cable Service regularly provided to all Subscribers that includes the retransmission of local broadcast television signals.
- c. “Cable Operator” means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more Affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.
- d. "Cable Service" means (i) the one-way transmission to Subscribers of Video Programming or Other Programming Service, and (ii) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service

- e. "Cable System" shall have the meaning ascribed in 47 U.S.C. § 522(7).
- f. "City Council" means the City Council of the City of Stillwater or any body constituting in the future the legislative body of the City of Stillwater.
- g. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- h. "Grantee" means Cebridge Acquisition, L.P., a Delaware Limited Partnership, doing business as Optimum, or the lawful successor, transferee, or assignee thereof.
- i. "Gross Revenues" shall be defined as and shall be construed broadly to mean any and all revenues received by Grantee from the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues include, but are not limited to, revenues from Subscriber rates for pay television, premium channels, video programming service tiers, advertising on video programming channels, Cable Service installations, commissions received from home shopping services programming channels, commercial leased access of Cable Service channels, and all other Cable Services. Gross revenues shall not include:
 - i. The recovery of any government-imposed fees or taxes, excluding the Franchise Fee, which are passed through to a Subscriber thereof by the Grantee;
 - ii. The amount of any refunds, corrective billing credits or other re-payments made to Subscribers;
 - iii. Uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected shall be included in gross revenues in the period collected.
- j. "Other Programming Service" is information that a Cable Operator makes available to all Subscribers generally.
- k. "Person" means an individual, partnership, association, joint stock company, trust corporation, or governmental entity.
- l. "Public Way" means the surface, the airspace above, and the area below any public street, highway, parkway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, other right-of-way, easement, or similar real property in which the City now or hereafter holds a real property interest which, consistent with the purposes for which it was dedicated, may be used for the constructing, installing, erecting, operating, and maintaining the Cable System.
- m. "Service Area" or "Franchise Area" means the area within the present municipal boundaries of the City of Stillwater, Oklahoma, and shall include any additions thereto by annexation or other legal means.

- n. "Stillwater" or "City" means the City of Stillwater, Oklahoma, a municipal corporation.
- o. "Subscriber" means a Person who lawfully receives Cable Service.
- p. "Transfer of Franchise" means any transaction in which:
 - (i) a fifty percent ownership or greater interest in Grantee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Grantee is transferred; or
 - (ii) the rights held by Grantee are transferred or assigned to another Person or group of Persons.
 - (iii) However, notwithstanding Sub-subsections (i) and (ii) above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Grantee to the parent of Grantee or to another Affiliate of Grantee; transfer of an interest in the Franchise or the rights held by the Grantee under the Franchise to the parent of Grantee or to another Affiliate of Grantee; any action which is the result of a merger of the parent of Grantee; or any action which is the result of a merger of another Affiliate of Grantee. Franchisee shall notify the City in writing within sixty (60) business days of any change in ownership or other interest. The new Grantee shall not use such change in ownership or other interest as a basis for challenging the validity of any past non-performance.
- q. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2: Grant of Franchise

2.1 Grant. The City hereby grants to Grantee a nonexclusive Franchise to construct, maintain, and operate a Cable System to provide Cable Service over the Cable System, in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. This Franchise is an authorization to utilize the Public Ways to construct and operate a Cable System to provide Cable Service. Grantee agrees to provide Cable Service for the term of this Franchise. This Franchise does not grant the Grantee any right of eminent domain.

2.2 Term. The Franchise granted pursuant to this Ordinance shall be for a term of ten (10) years from the passed and adopted date of the Franchise unless otherwise lawfully terminated in accordance with the terms of this Ordinance.

2.3 Acceptance. Grantee shall accept the Franchise granted pursuant hereto by signing this Ordinance and filing same with the City Clerk or other appropriate official or agency of the City within sixty (60) days after the passage and final adoption of this Ordinance.

2.4 Additional Cable Franchises and Competitive Neutrality. Nothing in this Agreement shall be construed to prevent the City from granting a cable television franchise to any other Cable Operator. The City shall comply with 11 OK Stat § 11-22-107.1(B) and 47 U.S.C. § 541 concerning the granting of additional cable television franchises. In the event the City grants any other Cable Operator a cable television franchise with material terms or conditions that are more favorable or less burdensome, to use Public Ways to deliver Cable Services to residents, Grantee may, upon written notice to the City, adopt the terms in the overlapping franchise that are more favorable or less burdensome than those in this Franchise and the adopted terms shall become immediately enforceable by the City.

2.5 Reservation of Authority. The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. Grantee acknowledges that the City may modify its regulatory policies by lawful exercise of the City's police powers throughout the term of this Franchise. Grantee agrees to comply with such lawful modifications to the City Code. Nothing in this Franchise shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6 Conformance with State and Federal Laws and Rules. The City and Grantee shall conform to state laws and rules regarding cable systems no later than one (1) year after they become effective, unless otherwise stated. The City and Grantee shall conform to federal laws and regulations regarding cable systems as they become effective.

2.7 Renewal of Franchise. Renewal of this Franchise must be conducted in compliance with 47 U.S.C. § 546.

SECTION 3: Standards of Service

3.1 Use of Public Ways. Grantee may, subject to the terms of this Franchise and City Code, erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the Public Ways within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of a Cable System within the City. Without limiting the foregoing, Grantee expressly agrees that it will construct, operate and maintain its Cable System in compliance with, and subject to, the requirements of the City Code, including by way of example and not limitation, those requirements governing the placement of Grantee's Cable System, and will obtain, pay for and maintain all permits and bonds required by City Code in addition to those required in this Franchise.

- a. All wires, conduits, cable and other property and facilities of Grantee shall be so located, constructed, installed and maintained as not to endanger or unnecessarily

interfere with the usual and customary trade, traffic and travel upon, or other use of the Public Ways of City. Grantee shall keep and maintain all of its property in good condition, order and repair so that the same shall not menace or endanger the life or property of any Person. Grantee shall keep accurate maps and records of all of its wires, conduits, cables and other property and facilities located, constructed and maintained in the City.

- b. All wires, conduits, cables and other property and facilities of Grantee, shall be constructed and installed in an orderly and professional manner in accordance with all applicable requirements of the City Code and applicable law.
- c. Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Public Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

3.2 Construction or Alteration. Grantee shall in all cases comply with applicable sections of City Code, resolutions and regulations regarding the acquisition of permits and/or such other items as may be reasonably required in order to construct, alter, or maintain the Cable System. Grantee shall, upon request, provide information to the City regarding its progress in completing or altering the Cable System.

3.3 Conditions of Public Way Occupancy. All transmission and distribution structures, poles, other lines, and equipment installed or erected by Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. Grantee shall comply with all public way, right-of-way and easement management ordinances and/or regulations enacted by the City, including such ordinances and/or regulations enacted after the effective date of this Franchise, to the extent not inconsistent with applicable state and federal law.

3.4 Restoration of Public Ways. Grantee shall comply with all applicable restoration of Public Ways City Code requirements.

3.5 Relocation at Request of City. Grantee shall timely comply with any relocation request of the City in accordance with applicable City Code requirements. Nothing herein shall be deemed a taking of the property of Grantee and Grantee shall not be entitled to any costs, fees, damages or surcharges by reason of anything hereunder. To the extent there are state or federal funds available to compensate Grantee for the cost of relocating its facilities, Grantee shall be offered such compensation on a nondiscriminatory basis.

3.6 Relocation at Request of Third Party. Grantee shall make reasonable efforts to timely comply with any relocation request of a third party in accordance with applicable City Code requirements and any pole attachment agreement, provided: (a) the expense of relocation is paid by such third party, unless contrary to any pole attachment agreement, including, if required by

Grantee, making such payment in advance; and (b) Grantee is given not fewer than thirty (30) business days advance written notice to arrange for such relocation.

3.7 Trimming of Trees and Shrubbery. Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Grantee's wires, cables, or other equipment. Grantee shall reasonably compensate the City or property owner for any damage caused by such trimming.

3.8 Safety Requirements. Construction, installation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable FCC or other federal, state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property in the Service Area. To the extent that the installation, repair and/or maintenance by Grantee of any component of the Cable System is lawfully subject to permitting and/or review by the City pursuant to generally applicable law, such permitting and/or review shall not be unreasonably denied or delayed, nor shall any fees be required (other than those necessary to offset the reasonable administrative costs of issuing such permit(s)), for the right and/or privilege to install, repair or maintain such component.

3.9 Aerial and Underground Construction. Grantee shall timely comply with all aerial and underground construction requirements in accordance with the City Code.

3.10 Line Extension. Grantee shall extend the Cable System to serve all areas of the City along public rights-of-way which have an average minimum density of fifteen (15) dwelling units per linear mile of cable or greater. Any household located within one hundred fifty (150) feet from the existing distribution system shall be connected to the Cable System at no charge other than the standard installation charge. However, non-standard circumstances, such as a Subscriber's request to locate a cable drop underground, or the existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, Cable Service or other service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. Potential Subscribers shall bear the actual incremental costs of the construction and any other associated incremental costs on a pro rata basis. Grantee may require payment in advance of the capital contribution in aid of construction borne by such potential Subscribers. Grantee shall, within fifteen (15) days of receiving a written request from such potential Subscriber requesting such non-standard installation, provide a quote for the non-standard installation. Any such non-standard line extension requested by a Subscriber shall be completed within thirty (30) days of the potential Subscriber's agreement to cover the pro rata costs of the non-standard installation. To the extent consistent with applicable laws, Grantee agrees that it shall impose installation costs for non-standard installations in a uniform and nondiscriminatory manner throughout the City.

3.11 Pole Attachments. To the extent utility poles owned by the City or an affiliated entity are made available for use by utility providers, they shall be available for use by Grantee on a nondiscriminatory basis, subject to the terms and conditions of a pole attachment licensing agreement.

3.12 Customer Service Standards. Grantee shall comply with the customer service standards set forth in 47 C.F.R. Part 76 of the FCC's rules and regulations, as amended, including, without limitation, 47 C.F.R. §§ 76.309-310, 76.1602, 76.1603 and 76.1713, and 47 U.S.C. §§ 543, 551-552. The City reserves the right to enact additional consumer protection laws or requirements, consistent with the federal Cable Act.

3.13 Technical Standards. Grantee agrees to maintain a state-of-the-art Cable System throughout the term of the Franchise with sufficient capability and technical quality to enable the implementation and performance of all requirements of this Franchise and in a manner which meets or exceeds FCC technical quality standards at 47 C.F.R. § 76 Subpart K, regardless of the particular format in which a signal is transmitted.

3.14 Local Office. Throughout the term of this Agreement, Grantee shall continue to maintain a convenient local customer service and bill payment location for matters including, but not limited to, receiving Subscriber payments, handling billing questions, equipment replacement and customer service information.

3.15 System Maps and Layout. In addition to any generally applicable mapping requirements included in the City Code, Grantee shall maintain complete and accurate system maps, which shall include trunks, distribution lines, and nodes. Such maps shall include up-to-date route maps showing the location of the Cable System adjacent to the Public Ways. The maps shall be maintained and made available to the City in such form and format that Grantee uses in the normal course of business; provided that such form and format be accessible, readable and transferable by and to the City. Grantee shall make all maps available for review by the appropriate City personnel.

3.16 Removal of Cable System. Subject to the cure provisions in Section 8.2 of this Franchise, in the event that: (1) the use of the Cable System is discontinued for any reason for a continuous period of twelve (12) months; or (2) the Cable System has been installed in the Public Ways without complying with the requirements of this Franchise or City Code, Grantee, at its expense shall, at the demand of the City remove promptly from the Public Ways all of the Cable System other than any which the City may permit in writing to be abandoned in place. In the event of any such removal, Grantee shall promptly restore the Public Ways or other public places in the City from which the Cable System has been removed in accordance with all requirements of the City Code and this Franchise. If Grantee has failed to commence removal of System, or such part thereof as was designated by the City, within thirty (30) Days after written notice of the City's demand for removal, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City's demand for removal is given, the City shall have the right to apply funds secured by performance bond toward removal and/or declare all right, title, and interest to the Cable System for the City with all rights of ownership including, but not limited to, the right to operate the Cable System or transfer the Cable System to another for operation by it.

SECTION 4: Franchise Consideration and Conditions

4.1 Franchise Fee. During the term of the Franchise, Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of Gross Revenues. These payments shall

be calculated and remitted to the City on a quarterly basis, not later than forty-five (45) days following the end of a given quarter. If any law, regulation or valid rule increases the five percent (5%) Franchise Fee ceiling established by the Cable Act, then the City shall have the right to (but shall not be required to) increase the Franchise Fee accordingly, provided such increase is for purposes not inconsistent with applicable law. A report showing the basis for the computation, including all Gross Revenues received during the period for which the payment is made, shall be provided to the City upon request. No acceptance of any payment shall be construed as an accord that the amount paid is in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim which the City may have for further or additional sums payable under the provisions of this Section. Grantee may use electronic funds transfer to make any payments to City required under this Franchise.

Franchise Fees owing pursuant to this Franchise which remain unpaid more than forty-five (45) Days after the dates specified herein shall be delinquent and shall thereafter accrue interest at eight percent (8%) per annum. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. The City shall have the right to audit any amounts determined to be payable under this Ordinance. Grantee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to the City.

To the extent allowable by Federal Law, Grantee's cost of provision of the governmental and educational access services and emergency alert services required under Section 7 below shall not be included in the determination of the Franchise Fee and are provided in addition to payment of the Franchise Fee.

4.2 Rates and Charges. The City reserves the right to regulate rates or charges for any Cable Service to the extent allowed by applicable law. From time to time, and at any time, Grantee has the right to modify its rates and charges, at its discretion and without consent of the City, including, but not limited to, the implementation of additional charges and rates.

4.3 Transfer of Franchise. All the rights and privileges and all of the obligations, duties and liabilities created by this Franchise shall pass to and be binding upon the successors of the City. Subject to Section 617 of the Federal Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the City, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the City may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Grantee retains the right, title or interest in the Franchise granted to it herein, or for transactions otherwise excluded under Section 1(p) above. Grantee shall pay all of the City's reasonable costs in reviewing and acting upon a transfer application up to twenty thousand dollars (\$20,000.00).

SECTION 5: Compliance and Monitoring

5.1 Books and Records. Grantee agrees that the City may review such of Grantee's books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records include, but are not limited to, any public records required to be kept by Grantee pursuant to the rules and regulations of the FCC. Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Except as required for compliance with all right-of-way and easement management ordinances and/or regulations, Grantee shall not be required to disclose information which is proprietary or confidential in nature. To the extent allowed by the Oklahoma Open Records Act, the City agrees to treat any information disclosed to it by Grantee as confidential, and to disclose it only to employees, representatives, and agents of Stillwater that have a need to know, or in order to enforce the provisions hereof.

SECTION 6: Insurance, Indemnification, and Bonds or Other Surety

6.1 Insurance Requirements. Grantee shall maintain in full force and effect during the term of the Franchise, at its own cost and expense, Commercial General Liability Insurance in the amount of at least four million dollars (\$4,000,000). A combination of primary and umbrella policy limits are acceptable. Such insurance shall designate the City as an additional insured to the liability limits imposed by the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, *et seq.*

6.2 Indemnification. Grantee agrees to indemnify, save and hold harmless, and defend the City, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death) which arise out of Grantee's construction, operation or maintenance of its Cable System, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 7: Government and Educational Access; Emergency Alert

7.1 Government and Educational Access. During the term of this Franchise, Grantee, upon request, shall provide to the City three (3) public, educational, and governmental access channels (the "Access Channels") through Grantee's Cable System. The Access Channels shall be available to every Cable Service Subscriber, regardless of transmission method to the Subscriber. The City will transmit the Access Channels to Grantee at the demarcation point located in City Hall. Grantee will provide all necessary transmission equipment at its sole cost from the demarcation point for distribution over the Cable System. The City shall have the authority to designate the use of the Access Channels in its sole discretion.

The Access Channels shall not be used for cablecast of commercial advertising or a program whose purpose is commercial or for profit. All such programming shall be non-commercial in nature, and except as authorize by Title 47 U.S.C. § 531, Grantee shall not exercise editorial control over said programming of the Access Channels. All Access Channels provided by Grantee may be offered in any format using any transmission method. Grantee specifically reserves the right to make or change channel assignments at its sole discretion.

In the event the City or other PEG Access user elects not to fully program the Access Channel(s), thereby leaving an Access Channel(s) completely unused or dark for a period of time during the day, Grantee may program this unused time on the Access Channel(s) subject to 30 days written notice to the City of Grantee's intent to do so. If within 30 days, the City or other PEG access user do not program the unused time, Grantee may use such time. The City may reclaim the unused time by providing Grantee with no less than 30 days advance written notice.

7.2 Emergency Alert. Grantee shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

7.3 Return Lines. Grantee shall provide an activated fiber connection to the Grantee's headend from City Hall, 723 S Lewis Street, Stillwater, OK that will allow video programming produced by the City to be cablecast on the Access Channel. The parties shall agree on the location of a demarcation point at City Hall. The Grantee shall provide such activated fiber connection at no cost to the City.

7.4 Connection of Public Facilities to Existing Service Locations. The Grantee shall continue to provide, at no cost to the City, the same level of video service/cable service and necessary equipment provided to the City on the effective date of this Ordinance, existing in the City as of the effective date of this Franchise.

SECTION 8. Franchise Enforcement.

8.1 Notice of Violation. In the event the City believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee in writing with reasonably specific details regarding the nature of the alleged noncompliance or default. Prior to issuing any written notice of noncompliance or default, the City shall make a good faith effort to contact Grantee in an attempt to resolve the issue through good faith consultation in the ordinary course of business.

8.2 Grantee's Right to Cure or Respond. Grantee shall have thirty (30) days from receipt of the notice described in Section 8.1: (a) to respond to the City contesting the assertion of default; or to (b) to cure such default (the "Cure Period"). If Grantee intends to cure the alleged noncompliance, but is unable to within the Cure Period with good cause, Grantee may request an extension of the Cure Period (the "Extended Cure Period"), which shall not be unreasonably denied. The Extended Cure Period shall not exceed 45 days beyond the Cure Period. Provided the Grantee cures the alleged noncompliance within the Cure Period or any Extended Cure Period, the City agrees not to assess any liquidated damages for the alleged noncompliance. Upon cure of any noncompliance, the City shall provide written confirmation to the Grantee that such cure has been effected.

In event that the Grantee fails to respond to the notice described in Section 8.1 pursuant to the procedures set forth above in this Section 8.2, or in the event that the alleged default is not remedied within the Cure Period or Extended Cure Period, if the City intends to continue its investigation into the default, then the matter shall be referred to the City Council for a public hearing. The City shall provide the Grantee at least ten (10) days prior written notice of such

hearing, which specifies the time, place and purpose of such hearing, and provide Grantee the opportunity to be heard. In a meeting before the City Council, or its designee, the City shall present information and make a brief oral presentation to the City Council, or its designee, demonstrating reasonable cause of a Franchise violation. Grantee may present information and make a brief oral presentation to the City Council, or its designee. The City Council shall adopt written findings on whether Grantee violated the Franchise and if the City Council determines a Franchise violation has occurred, the City Council shall determine the remedies for non-compliance. The City shall obtain and make available to Grantee, at a reasonable expense to Grantee, a transcript of said hearing.

8.3 Remedies for Non-Compliance. In the event the City Council, after conducting the public hearing outlined in Section 8.2, determines that Grantee is in default of any provision of this franchise, either Party may seek any remedies available to it in law and equity. Any decision and/or action taken by the City hereunder shall be delivered to the Grantee promptly and in writing.

The Grantee may appeal any final determination of default or revocation by the City to a court of competent jurisdiction pursuant to Section 9.5 (Choice of Forum and Governing Law), and no termination of the franchise shall be deemed final until any such appeal has become final or the time for taking such appeal shall have expired.

8.4 Liquidated Damages. For the violation of any of the material provisions of this Ordinance set forth in this Section 8.4, liquidated damages shall be paid by the Grantee to the City, subject to the procedures set forth herein and applicable law. The Parties agree that each case of noncompliance as set forth in this Section 8.4 shall result in damage to the City, compensation for which will be difficult to ascertain. The Parties agree that the liquidated damages in the amounts set forth in Section 8.4 are fair and reasonable compensation for such damage. On an annual basis, for each year of the term, beginning from the Effective Date, the Grantee shall not be liable for liquidated damages that exceed Thirty Thousand Dollars and No/Cents (\$30,000.00).

Liquidated damages shall accrue and be assessed, commencing on the date Grantee received written notice of noncompliance as provided for in Section 8.1, as follows:

- | | |
|--|---|
| (1) For failure to comply with the customer service standards as required by Sections 3.10, 3.12 and 3.14: | \$750 per day for each day or part thereof that such violation continues. |
| (2) For failure to comply with the provision of the Access Channels required by Section 7.1, or the emergency alert requirements in Section 7.2: | \$250 per day for each day or part thereof that such violation continues. |
| (3) For transfer of the Cable System without first seeking the City's approval under Section 4.3: | \$500 per day for each day or part thereof that such violation continues. |

- | | |
|---|---|
| (4) For failure to maintain insurance or indemnify the City under Sections 6.1 and 6.2: | \$250 per day for each day or part thereof that such violation continues. |
| (5) For failure to maintain the technical standards in Section 3.13: | \$500 per day for each day or part thereof that such violation continues. |
| (6) For failing to comply with any applicable public ways requirements in Section 3: | \$250 for each day that such violation continues. |
| (7) For failure to pay the Franchise Fee as required in Section 4.1: | \$500 for each day that such violation continues. |
| (8) For failure to provide books and records as required by Section 5: | \$100 for each day that such violation continues. |

Before the City may assess any liquidated damages under this Section and before any payments for liquidated damages are made by the Grantee, the City shall give the Grantee written notice, an opportunity to cure any noncompliance and an opportunity to be heard in accordance with the procedures outlined in Sections 8.1 and 8.2. Following the public hearing outlined in Section 8.2, and a majority vote of the City Council finding that a failure to comply with a material provision of the Ordinance has occurred, the City Council may issue a written decision ordering liquidated damages. The Grantee shall have the right to appeal any such final decision, within a time period consistent with the requirements of federal and state law, to a court of competent jurisdiction pursuant to Section 9.5 (Choice of Forum and Governing Law), and no payment for liquidated damages shall be made until any such appeal has become final or the time for taking such appeal shall have expired.

Any liquidated damages assessed pursuant to this Section 8.4 shall not be a limitation upon any other provisions of this Ordinance and applicable law, including revocation or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the City collects liquidated damages for a specific breach for a specific period of time, pursuant to this Section 8.4, the collection of such liquidated damages shall be deemed to be the exclusive remedy for that specific breach for such specific period of time.

Notwithstanding the foregoing, the City may waive any of the above penalties at its sole discretion. Except as otherwise specified herein, Grantee retains all rights it may have at law and equity. Nothing in this Section is intended to invalidate the Force Majeure provisions of Section 8.5.

8.5 Force Majeure. Grantee shall not be held in default of the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such alleged default is caused by strikes, acts of God, power outages, acts of war, riot, terrorist attacks, epidemics,

tornados or other catastrophic acts of nature, or other events reasonably beyond its ability to control, or where such default results from a good faith error that results in no or minimal negative impact to Subscribers.

SECTION 9: Miscellaneous Provisions

9.1 Employment Requirements. Grantee shall afford equal opportunity in employment to all qualified persons. No person shall be discriminated against in employment because of race, color, religion, national origin or sex. Grantee shall maintain and carry out a continuing program of specific practices designed to assure equal opportunity in every aspect of its employment policies and practices.

9.2 Notice. Unless expressly otherwise agreed between the Parties, every notice or response to be served upon the City or Grantee shall be in writing, and shall be delivered by overnight carrier service or by certified or registered mail. If questioned, the Party sending the notice shall have the burden to prove receipt or rejection. Rejected notices shall be deemed delivered.

The notices or responses to the City shall be addressed as follows:

City Clerk
City of Stillwater
723 South Lewis Street/P.O. Box 1449
Stillwater, Oklahoma 74076
And by email at: cityclerk@stillwaterok.gov

The notices or responses to Grantee shall be addressed as follows:

Cebridge Acquisition L.P.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs & Policy
And by email at: legalnotice@optimum.com

With a copy to:

Cebridge Acquisition L. P.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department
And by email at: legalnotice@optimum.com

The City and Grantee may designate such other address or addresses from time to time by giving written notice to the other Party in accordance with the provisions hereof.

Notwithstanding anything herein to the contrary, notices from either Party to the other Party may be served electronically, instead of by mail as described above, to an email address provided by each Party.

9.3 Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

9.4 Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

9.5 Choice of Forum and Governing Law. Any litigation between the City and Grantee arising under this Ordinance shall occur, if in the state courts, in Payne County District Court, and if in the federal courts, in the United States District Court for the Western District of Oklahoma, and the law of the State of Oklahoma and the federal cable act shall govern.

PASSED, APPROVED AND ADOPTED BY THE STILLWATER CITY COUNCIL THIS ____ DAY OF _____, 2026, SUBJECT TO APPLICABLE FEDERAL, STATE AND LOCAL LAW.

CITY OF STILLWATER, OKLAHOMA

William Joyce, Mayor

(SEAL)

ATTEST:

Teresa Kadavy, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2026.

Kimberly Carnley, City Attorney

ACCEPTANCE

Accepted this ____ day of _____, 2026, subject to applicable federal, state and local law.

CEBRIDGE ACQUISITION L. P.

By: _____

Jim Campbell
Vice President, Government Affairs



REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 1, 2026

Agenda Item:	a. CC-26-101
Previous/Related Action:	
Background/Issue:	<p>The proposed changes give employees the ability to make ROTH contributions inside their qualified retirement account through Oklahoma Mutual Retirement Fund (OkMRF). ROTH contributions allow participants to invest dollars that grow tax free and can be withdrawn tax free in retirement.</p> <p>In addition, participants who meet the IRS requirements such as age 55+ and have maxed out their retirement contributions will be able to make catch-up contributions to the plan. This allows them to save additional dollars for retirement in a shorter period of time.</p>
Proposal/Solution:	Staff recommends the Mayor to sign the amending ordinance and joinder agreement.
Financial Source/Impact:	No financial impact to the City.
Related Pillar(s):	
Recommended Action/Motion:	Adopt the amending ordinance and joinder agreement.
Prepared By:	Leah Womack, Human Resources Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 3606.secread DC Stillwater Ordinance (2026-07-01)
2. 3606 - Exhibit A Joinder Agreement

ORDINANCE NO. 3606

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF STILLWATER, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF STILLWATER, OKLAHOMA; PERTAINING TO CONTRIBUTIONS BY PARTICIPANTS; PROVIDING FOR EMPLOYER PICKUP OF REQUIRED CONTRIBUTIONS; PROVIDING FOR REPEALER AND SEVERABILITY.

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

Section 1. AMENDATORY. The Employee Retirement System, Defined Contribution Plan, of the City of Stillwater, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on July 1, 2026.

Section 2. EXECUTION AUTHORIZATION. The Mayor and City Clerk be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SPECIAL INCOME TAX TREATMENT FOR CONTRIBUTIONS UNDER IRC414. The Plan contains provisions which are intended to constitute a pick-up program by the Employer which satisfies the requirements of section 414(h)(2) of the Internal Revenue Code of 1986 (the "Code"); and the Plan, be, and it is, approved and adopted as of the date therein stated; and required contributions described in Section 5 of the Joinder are designated as "picked-up" by the employer so as to not be included in Plan Participants' gross income for Federal income tax purposes as provided in Section 414(h)(2) of the Code. All such required contributions are to be paid by the employer in lieu of contributions by the Plan Participant. No Participant in the Plan shall have the option of choosing to receive the amounts of required Contributions directly in lieu of having such amounts paid by the employer to the Trustees of the Plan.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

END

The foregoing ordinance was introduced before the City Council on the _____ day of _____, _____, and was duly adopted and approved by the Mayor and City Council on the _____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

Passed, approved, and adopted this 1st day of June, 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 1st day of June, 2026.

Kimberly Carnley, City Attorney

First Reading: 05/18/2026
Second Reading: 06/01/2026

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Stillwater [a municipality or authority chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Stillwater, Oklahoma, hereby establishes a Defined Contribution Plan to be known as **City of Stillwater Plan** (the “Plan”) in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- This instrument is a new Plan effective __ (“Effective Date”) [such date may not be earlier than the first day of the Plan Year in which it is executed].
- This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective July 1, 1985. The effective date of this Joinder Agreement is **July 1, 2026** (“Effective Date”) [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, as of , holds the position of:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - _ (specify position)

The word “Employee” shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person in the following position and who is covered under another retirement program or system approved by the City:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - _ (specify position)
- Any person who _ [description may include a position but not the name of an individual].

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- No exclusions.
- Overtime pay.
- Bonuses.
- Commissions.
- Longevity pay.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Other: [must be definitely determinable]

5. Plan Design.

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan **3.00%** of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- Thrift Plan Option.**

- A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

- The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- Fixed Option.** The Employer shall contribute to the Fund an amount equal to **6.00%** of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- Variable Option.**

- The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

- Option A: The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

- Option B: The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- Option C: A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

401(k) Option.

(This Option available only if elected prior to May 1, 1986)

Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than 75.00% of their Compensation for each election period.

Section 4.8(d) of the Plan (“Roth Elective Deferrals”) shall apply to contributions after 7/1/2026 (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

Catch-up Contributions under Section 4.8 of the Plan:

Are permitted

Are not permitted

Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

No Employer Contribution Option.

6. Other Participant Contribution Options.

Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.

A Participant may not withdraw Voluntary Nondeductible Contributions.

Participants shall not contribute to the Plan.

7. Self-Directed Investments.

Are permitted.

Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.

Shall reduce the Employer contribution under such Option for the current or next following Plan Year.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.

shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
10 or more	100%	0%

Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Immediate 100% Vesting	100%	0%

Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	20%	80%
at least 2 but less than 3	40%	60%
at least 3 but less than 4	60%	40%
at least 4 but less than 5	80%	20%
5 or more	100%	0%

Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

- Participant loans shall be offered pursuant to Section 6.13 of the Plan.
- Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

- Direct transfer of a Participant’s accounts to another defined contribution plan sponsored by the Employer is not permitted.
- The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the “Other Retirement Plan”), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

14. In-Service Distributions: Notwithstanding anything to the contrary herein, and in addition to any other withdrawal or distribution option provided to Participants, a Participant who is no longer eligible to participate in the plan, has reached 59 1/2 years of age and has completed at least 10 years of Service with the City of Stillwater shall be permitted to receive a distribution of all or a portion of such Participant’s Accounts in the Plan while such Participant is still employed by the City of Stillwater.

15. Predecessor Employer Service. For purposes of the determination of vesting under this Plan for any Employee who previously was employed by the Stillwater Chamber of Commerce (the “Chamber”) and whose employment transferred from the Chamber to the Employer after 6/30/2010 and before 7/1/2012, Service shall include employment service with the Chamber.

16. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the City of Stillwater has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Stillwater

By: _____

Title: _____

Attest:

Title: _____

(SEAL)

The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017 41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017 41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

ORDINANCE NO. 3608

AN ORDINANCE AMENDING STILLWATER CITY CODE, CHAPTER 29, MOTOR VEHICLES AND TRAFFIC, ARTICLE I, IN GENERAL, BY CREATING SECTION 29-23, USE OF HAND-HELD CELL PHONES OR COMMUNICATION DEVICES IN A SCHOOL OR CONSTRUCTION ZONE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1: The Stillwater City Code, Chapter 29, Motor Vehicles and Traffic, Article I, In General by creating Section 29-23, Use of hand-held cell phones or communication devices in a school or construction zone, to be read as follows:

Sec. 29-23. Use of hand-held cell phones or communication devices in a school or construction zone.

- (A) For the purpose of this section:
- (1) "Cellular telephone" means an analog or digital wireless telephone authorized by the Federal Communications Commission to operate in the frequency bandwidth reserved for cellular telephones;
 - (2) "Compose", "send", or "read" with respect to a text message means the manual entry, sending, or retrieval of a text message to communicate with any person or device;
 - (3) "Electronic communication device" means an electronic device that permits the user to manually transmit a communication of written text by means other than through an oral transfer or wire communication. This term does not include:
 - (a) a device that is physically or electronically integrated into a motor vehicle,
 - (b) a voice-operated global positioning or navigation system that is affixed to a motor vehicle,
 - (c) a hands-free or voice-operated device that allows the user to write, send, or read a text message without the use of either hand except to activate, deactivate, or initiate a feature or function,
 - (d) an ignition interlock device that has been installed on a motor vehicle, or
 - (e) amateur radio use or operation; and
 - (4) "Text message" includes a text-based message, instant message, electronic message, photo, video, or electronic mail.
- (B) Where any portion of a road, street, or highway is a properly marked school zone, as indicated with appropriate warning signs placed in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, and a reduced speed limit is properly posted that is in effect during certain times due to the presence or potential presence of school children, or in a road construction zone, and while a motor vehicle is in motion, it shall be unlawful for any person to operate a motor vehicle on any street or highway within the city while:
- (1) Using a hand-held electronic communication device or cellular telephone to manually compose, send, or read an electronic text message; or
 - (2) Holding or using a hand-held cellular telephone.
- (C) The provisions of subsection B of this section shall not apply if the person is using the cellular telephone or electronic communication device:
- (1) In conjunction with hands-free or voice-operated technology; or
 - (2) For the sole purpose of communicating with any of the following regarding an imminent emergency situation:
 - (a) an emergency response operator,
 - (b) a hospital, physician's office, or health clinic,
 - (c) a provider of ambulance services,
 - (d) a provider of firefighting services, or

(e) a law enforcement agency.

(D) Any person who violates the provisions of subsection B of this section shall, upon conviction, be punished by a total fine and court costs of not more than \$100.00.

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

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

Passed, approved, and adopted this 1st day of June 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this 1st day of June 2026.

Kimberly Carnley, City Attorney

First Reading: 05/18/2026
Second Reading: 06/01/2026

ORDINANCE NO. 3609

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 33, PARKS, EVENTS AND RECREATION, ARTICLE 1, IN GENERAL, SECTION 33-15, CAMPING PROHIBITED; EXCEPTIONS; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: The Stillwater City Code, Chapter 33, Parks, Events and Recreation, Article I, In General, Section 33-15, Camping prohibited; exceptions, to be amended as follows:

Sec. 33-15. Camping prohibited; exceptions.

Unauthorized camping shall mean any tent, shelter, or bedding constructed or arranged for the purpose of or in such a way to permit overnight use on a property not designated as a campsite.

Persons may not use city-owned lands for the purposes of establishing an unauthorized camp. The use of the parks and public areas, within the corporate limits of the City of Stillwater for overnight camping is prohibited except as follows: Camping is authorized on city-owned property as follows:

- (1) Lake McMurtry, in designated areas, by permit; or
- (2) During special events, as approved by the city manager but in no circumstance may a person unless to do so would cause damage to city property.

A person who violates this Section shall, upon conviction, be subject to a fine of:

- (1) Not to exceed \$50.00 plus court costs for a first offense; and
- (2) Not to exceed \$100.00 plus court costs for a second offense; and
- (3) Not to exceed \$200.00 plus court costs for a third or subsequent offense.

A person who commits a first violation of this section shall be issued a warning, and a citation may not be issued unless the person refuses any assistance offered to them by the arresting officer. Such assistance may include, but is not limited to, transportation to a shelter, food pantry, or other place where resources are made available to assist the indigent or homeless.

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

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

Passed, approved, and adopted this _____ day of June 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this ___ day of June 2026.

Kimberly Carnley, City Attorney

First Reading: 5/18/2026
Second Reading: 6/1/2026