

PLANNING COMMISSION MEETING AGENDA
NOVEMBER 5, 2024



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

Chair Jana Phillips, Vice-Chair Riley Williams, Commissioner Mark Prather, Commissioner Mike Shanahan, and Commissioner David Peters.

NOTE: Members of the Planning Commission and City Staff will gather prior to the regular meeting in Room 1121 beginning at 5:00 PM. No Planning Commission business will be discussed or otherwise acted upon at this time. This is not a closed session, and members of the public and press are welcome to attend.

1. Call Meeting to Order

2. Public Hearing

The Planning Commission will hear public comments, discuss, and take action including a vote or series of votes on each item unless otherwise indicated.

- a. Receive public comment regarding an objection to an application Diana Hood from David and Stacy Cole for a **SHORT TERM RENTAL (STR-0181)**, for discussion and possible action, including recommendation approval or denial of said application for property addressed as 142 S. Redwood Drive in the Single Family Small Lot Residential (RSS) with the Westwood Overlay district.
- b. Receive public comment regarding a request from WARGO, LLC Jacquelyn Porter for a **MAP AMENDMENT (MA24-12)** to rezone property addressed as 1324 E. 6th Avenue from Commercial General (CG) to Commercial Shopping (CS) district.
- c. Receive public comment regarding a request from WARGO, LLC Jacquelyn Porter for a **PLANNED UNIT DEVELOPMENT (PUD24-01)** to allow conversion of an existing motel structure to a multifamily family district with a laundry facility and office at property addressed as 1324 E. 6th Avenue.

3. Meeting Summary for Review and Possible Action

- a. Regular meeting summary of June 25th, 2024.
- b. Regular meeting summary of August 6th, 2024.
- c. Regular meeting summary of October 1st, 2024.

4. Miscellaneous Items from Staff, Planning Commissioners or City Attorney for Discussion and Possible Action:

- a. Next regular meeting is Tuesday, November 19th, 2024.

5. Adjourn

On November 1, 2024 at 11.:20 am, a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

The Planning Commission may take action, including a vote or series of votes on all items listed on the agenda, unless the item specifically indicates that no action will be taken. The City of Stillwater encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, please notify the Community Development Desk at least 48 hours prior to the meeting by calling 405.742.8220.

- 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 Office of Community Development.

MEMORANDUM

DATE: 11/5/2024
TO: Stillwater Planning Commission
FROM: Diana Hood, Associate City Planner
SUBJECT: Short-Term Rental (STR) Application Review

Under the recent Ordinance 3435, short-term rentals (STR) are to be licensed with the City if located within RSL, RSS, or RT zoning districts. As part of the licensing process, property owners within 300-feet of the subject property are notified of the STR application and have 30-days within which to file an appeal to the licensing.

At this time, appeal(s) have been filed on STR application requests:

- **142 South Redwood Drive** in the Westwood Overlay with a base zoning of RSS.

The Planning Commission is the hearing body for STRs. The hearings will be held as a Specific Use Permit hearing except there is no staff report or presentation. The criteria by which the Planning Commission is to review the STR applications is Section 23.180, attached with the consideration criteria highlighted. The applicant for the STR has the burden for their case.

A question of private restrictions/covenants is likely to arise. The City cannot enforce private restrictions/covenants but the Planning Commission can give weight to them as part of the deliberative process.

The City of Stillwater OKLAHOMA	Application for RESIDENTIAL SHORT-TERM RENTAL
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MAJOR STILLWATER ENTERPRISES LLC
 Property Owner: DAVID AND STACY COLE Mailing Address: 2212 W. VIKSBURG ST
BROKEN ARROW OK 74011

Owner Contact Information: Phone: 918-629-6323 Email: STACYCOLE210@GMAIL.COM

Property Management Contact Name: VACASA GUESTWORKS - NICOLE WILLIAMS
 Phone: 310-340-0525 Email: PERMITTING@VACASA.COM

Property Street Address: 1425 REDWOOD STILLWATER OK 74074

Zoning Classification: RSS Number of Bedrooms Offered for Rent: 3

URL for an advertisement of the rental. NOT LISTED UNTIL APPROVAL CONFIRMED

Required documents to be submitted with the residential short-term rental application.

SUBMITTED BY APPLICANT	DOCUMENT	VERIFIED BY CITY
	Completed Application form	
	Typewritten list & electronic/digital data capable of being reproduced as mailing labels, certified by the Payne County Assessor, licensed abstractor, attorney, engineer or architect, of all property owners within 300 feet of the subject property. List shall be prepared no more than 30 days prior to submission.	EMAIL TO FOLLOW ✓
	Initial application fee of \$100.00. NOTE: Licenses expire January 31 of each year or upon change of ownership. The annual renewal fee is \$10.00.	✓
	Completed Notarized Affidavit form verifying working smoke detectors, working carbon monoxide detector, and functioning fire extinguisher.	✓
	Floorplan depicting the location of: • Rooms provided for rent • Smoke detectors • Carbon monoxide detector • Fire extinguishers	✓
	Proof of Ownership by either a recorded deed, a recorded homestead exemption, or a screenshot of the ownership record from the Payne County Assessor (Payne County Assessor website)	✓
	Sales Tax Permit issued by State of Oklahoma or evidence tax collection is done by a rental agent. Evidenced by either a completed and executed contract or notarized statement from the rental agent.	✓

* SEE VACASA AGREEMENT PAGE 1 #5
 APPLICANT SIGNATURE: Stacy Cole DATE: 9-3-24

Date Application Received: <u>9-4-24</u>	Application # <u>STR-0181</u>	Received by: <u>AL</u>
30-Day Objection Period: <u>10/7/24</u>	Objection Filed: ☐ YES ☐ NO	PC Hearing Date: _____
Approval Date: _____	Denial Date: _____	

City of Stillwater

Customer Receipt

9/4/2024
R15519
Job ID: STR-0181 - \$100.00
142 S REDWOOD DR -
SHORT TERM RENTAL
SHORT TERM RENTAL- \$100.00
NEW
Tender Detail:
Total Tendered: \$100.00
Total Paid CHECK
167
\$100.00

Signature for credit card

Thank you for your payment

AFFIDAVIT OF COMPLIANCE WITH
SMOKE DETECTORS, CARBON MONOXIDE DETECTORS
AND FIRE EXTINGUISHER

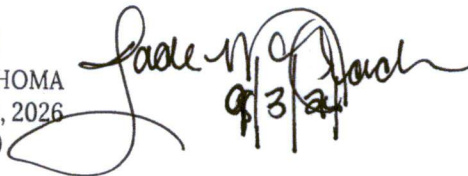
I, Stacy Cole, owner of listed property below, hereby attest and swear that these statements are true.

Property Address: 142 S. Redwood, Stillwater, OK 74074

- A. The property listed above is equipped with fire extinguishers, one for each floor. The extinguishers are in working order and functioning properly.
- B. The property listed above is equipped with carbon monoxide detectors, one for each floor. The detectors are in working order and functioning properly.
- C. The property listed above is equipped with smoke detectors, one in each bedroom, living room, and kitchen. The detectors are in working order and functioning properly.

<u>Stacy Cole</u>	<u>Sept. 3, 2024</u>	<u>Stacy Cole</u>
Owner	Date	Print Name

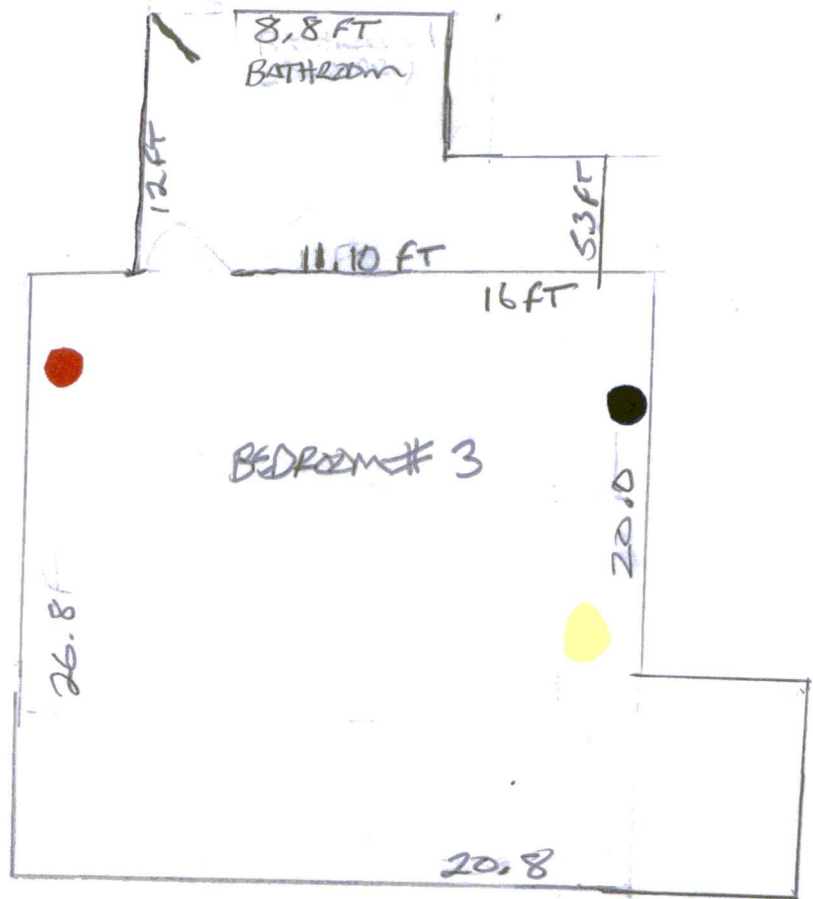
JADE MCCRACKEN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES AUG. 19, 2026
COMMISSION #22011399


9/3/24

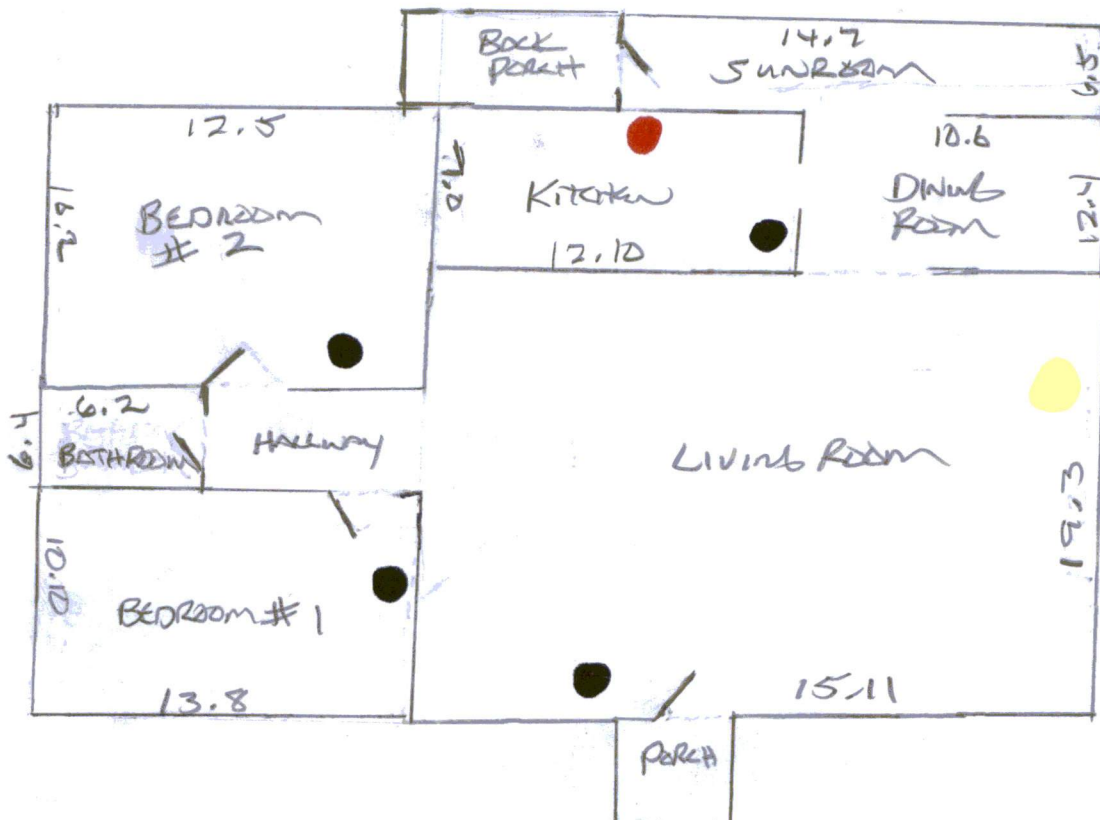
142 S. REDWOOD

- FIRE EXTINGUISHER
- SMOKE DETECTOR
- CARBON MONOXIDE

LOWER FLOOR



UPPER FLOOR



1173 0338

DOC STAMPS \$52.50 TAX ID# #68656 BUFFALO LAND ABSTRACT COMPANY, INC.

Property Address: 142 S. REDWOOD, STILLWATER, OK 74074
Mailing Address: 2400 BEECH AVE., BROKEN ARROW, OK 74012**JOINT TENANCY
WARRANTY DEED**

(Individual Form)

RETURN TO:
BUFFALO LAND
4815 S. HARVARD #580
TULSA, OK 74135
*68656*DOC NUMBER 98-6149
Book 1173
Page(s) 338 to 338
Time 10:21AM
Fee \$8.00
06-05-1998
Sherri Schieffer
Payne County Clerk
RECORDED AND FILED

That **BOBBY R. CRAFT AND BETTY J. CRAFT, HUSBAND AND WIFE,** Parties of the first part, in consideration of the sum of TEN & NO/100----- and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **DAVID W. COLE AND STACY C. COLE, HUSBAND AND WIFE** as joint tenants and not as tenants in common, with right of survivorship, the whole estate to vest in the survivor, parties of the second part, the following described real property and premises situate in PAYNE County, State of Oklahoma, to-wit:.

LOT FIVE (5), BLOCK TWO (2), REPLAT OF FIRST SECTION COLLEGE GARDENS, CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

EXCEPT covenants, conditions, easements, restrictions and mineral conveyances of record.

Signed and delivered this 1st day of June, 1998.

Bobby R. Craft
BOBBY R. CRAFT

Betty J. Craft
BETTY J. CRAFT

**INDIVIDUAL ACKNOWLEDGMENT-OKLAHOMA FORM**

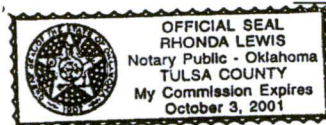
STATE OF OKLAHOMA, County of TULSA, SS.

Before me, a Notary Public, in and for said County and State, on this **1st** day of **June, 1998**, personally appeared **BOBBY R. CRAFT AND BETTY J. CRAFT, HUSBAND AND WIFE**, to me known to be the identical personS who executed the within and foregoing instrument, and acknowledged to me that **THEY** executed the same as **THEIR** free and voluntary act and deed for the purposes therein set forth.

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

Rhonda Lewis
Notary Public

My commission expires



52505
8-00



Guestworks® Services Agreement

PART I: SUMMARY OF SERVICE

This Guestworks® Services Agreement ("**Agreement**") is by and between Vacasa LLC, a Delaware limited liability company, or the relevant entity listed in the attached Regulated States Addendum, which is incorporated herein by reference ("**Vacasa**"), and *[list all deeded owners]*

Mojoe Stillwater Enterprises LLC

("Owner") to provide listing and booking vacation rental services (the "**Guestworks Professional Services**") for the property located at *[address]*

142 Redwood Drive

Stillwater, OK, 74074 (the "**Home**").

Owner and Vacasa agree as follows:

A. GUESTWORKS PROFESSIONAL SERVICES. Owner authorizes and appoints Vacasa as its agent to provide the following services for the Home:

1. Reservations and Payments. Vacasa will process reservations and applications from prospective guests, enter into guest agreements or leases, and process and collect credit card payments from guests for vacation rental stays at the Home. Owner consents to Vacasa accepting credit card payments from guests.

2. Marketing. Vacasa will create marketing materials for the Home, which may include electronic and printed materials, descriptions, photographs, virtual tours, or other materials, and will promote the Home on Vacasa.com. Owner agrees to provide Vacasa in a timely manner with any requested information regarding the Home that can be used in a property description, including but not limited to photographs of the Home or the vicinity. Owner grants Vacasa the exclusive right to maintain, access, and modify existing marketing materials for the Home during the Term, and Owner shall not unreasonably withhold any required passwords or information relating to such materials. To maximize exposure of the Home, Vacasa may determine appropriate third-party marketing channels (each a "**Channel**" and collectively, the "**Channels**") and market the Home on such Channels.

3. Price Management. Vacasa will determine rental rates based on property amenities, location, and market characteristics and demand, except as listed in this Section A(3). Owner may specify a general minimum rate and in no case will Vacasa set a nightly rate below the general minimum rate most recently specified by Owner, subject to the terms set forth in this Section A(3). Owner must specify all general minimum rates in writing.

4. Cleaning Fees. Unless otherwise prohibited by landlord tenant laws relating to leases, Owner shall specify a reasonable cleaning fee for the Home (such fee, the "**Cleaning Fee**"), and which Owner may update by providing advance written notice to Vacasa from time to time. Vacasa will collect the Cleaning Fee from guests and remit collected Cleaning Fees to Owner, together with the payment of Owner's portion of the Rental Proceeds.

5. Lodging and Sales Taxes. Unless otherwise specified in writing or required by law, Vacasa (or, if applicable, a Channel) will collect applicable taxes from guests, file sales and lodging tax returns, and make all sales and lodging tax payments on Owner's behalf.

6. Guest Relations. Vacasa will take actions it deems appropriate to manage guest relations, including communicating with guests as needed with 24-hour live support, addressing guest issues that arise during or after a rental stay, and managing guest reviews. Vacasa may, but is not required to, compromise and settle guest disputes at Vacasa's discretion. Owner is responsible for serving eviction and legal notices on guests and for instituting any action or proceeding Owner deems necessary to recover possession of the Home, or to recover rent, charges, or other sums payable to Owner. Owner is responsible for any collection fees, costs, and legal fees incurred by Owner.

7. Statements. Each month, Vacasa will make an account statement available through an online owner portal (the "**Owner Portal**"). Owner agrees to carefully review all account statements upon receipt, and to notify Vacasa of any presumed errors in or questions about a statement by the last day of the month in which the statement is sent.

8. Additional Products and Features. When Owner uses Guestworks Professional Services, Owner may be given access to additional products and features ("**Additional Products and Features**"), including but not limited to Vacasa's web-based platform ("**Platform**") that can be accessed by Owners through Vacasa's websites ("**Website**") or through Vacasa's mobile applications ("**Mobile App**") by logging in to the Owner Portal, which includes features for accessing information about the Home and managing the reservations calendar for the Home. This Guestworks Services Agreement consists of these General Terms and any terms and conditions provided at <https://www.vacasa.com/terms-of-service> or any successor website ("**Terms Page**") that are applicable to any Additional Products and Features ("**Product Specific Terms**"). Listed below are some of the Additional Products and Features, along with the corresponding Product Specific Terms that apply to Owner's use of the Additional Products and Features:

a. The Platform and any use thereof by Owner or a Local Host are governed by and subject to the Guestworks Platform Terms of Service provided at the Terms Page ("**Platform Terms of Service**").

b. Vacasa may offer Owner one or more keyless entry services ("**Keyless Entry Services**"), which may include services such as (a) the installation of electronic locks sourced from Vacasa or from third party manufacturers, (b) remote control of installed electronic locks via a user interface within the Owner Portal or through a third-party service interface, and (c) such other products, services, and features Vacasa, in its sole discretion, includes or removes from the Keyless Entry Services. The Keyless Entry Services and any use thereof by Owner or a Local Host are governed by and subject to the Keyless Entry Terms of Service provided on the Terms Page.

9. Onboarding Services. As part of onboarding with Vacasa, Vacasa will perform the following services: (i) assist Owner with sourcing vendors, if requested by Owner or as required by law, (ii) provide electronic locks, and (iii) arrange professional photography and listing services. If Owner terminates this Agreement within 90 days of the Effective Date, Vacasa may bill Owner up to \$500 for those onboarding services.

B. OWNER RIGHTS AND OBLIGATIONS.

1. Local Host; Honoring Reservations; Obligations. Owner shall designate a single point of contact, whether Owner himself / herself or a third-party individual, for communications regarding reservations (such individual, the "**Local Host**"). Owner shall communicate such designation in writing to Vacasa (1) via submission on the Guestworks Application, or (2) to a qualified Vacasa representative. Vacasa will notify Local Host of all reservations booked by Vacasa at the Home. Owner agrees to honor all Existing Reservations as required by this Agreement. Local Host will act as the primary contact for guest communications and will provide prompt support to guests during rental stays. Vacasa will provide guests with Local Host's contact information. In the event that Vacasa receives notice from any guests needing support, or of the Home needing maintenance, then Vacasa will notify Local Host. After each rental stay, Local Host shall perform an inspection within twenty-four (24) hours of the completion of the rental stay, and report any guest damages to Rental Guardian within fourteen (14) days of the occurrence of the damage-causing event. Furthermore, Owner will advise Vacasa of any maintenance that is required with respect to the Home which could necessitate the cancellation of future bookings and/or the crediting or refunding of guests as soon as practical, and in no event later than twenty-four (24) hours prior to check-in of the next rental stay. Owner acknowledges the importance of providing Vacasa with current information with respect to the Local Host, and as such, will notify Vacasa as soon as possible pursuant to the notice information contained in Part II, Section I(15) in the event of a change to the Local Host.

2. Owner Use. Owner has the right to use the Home so long as Owner reserves the dates of use in advance with Vacasa on Vacasa's Owner Portal. Owner may not schedule an Owner stay for any period for which an Existing Reservation is in place. Owner stays are subject to Vacasa's standard check-in and checkout times for the Home. Owner shall ensure that the Home is cleaned and stocked with supplies following an Owner stay in advance of the next Existing Reservation.

3. Utilities and Services. Owner shall furnish, at Owner's expense, all appropriate utilities for the Home, including but not limited to gas, electric, sewer, water, cable, internet, trash removal, and pest or termite control as needed. Owner shall ensure that all utilities servicing the Home are connected and in good working order at all times. Owner is advised to lock or disable any pay-per-use services, such as long-distance telephone service or pay-per-view cable television, to prevent guests from incurring charges. Vacasa shall not be responsible for any such charges.

4. Sale of Home. To ensure that reservations are honored and that guest stays are not interrupted, Owner shall notify Vacasa in writing either prior to listing the Home for sale, or as soon as reasonably practicable after the listing. All showings of the Home must be scheduled during periods when the Home is not occupied by a rental guest. If Owner sells the Home, Owner agrees to sell the Home subject to the terms of this Agreement and subject to all Existing Reservations in place on the date of closing that have check-in dates prior to the Effective Termination Date.

5. Cleaning Services. Owner shall furnish housekeeping services; basic light bulbs; and at the beginning of each rental stay, bath tissue, soap, paper towels, dishwashing detergent, and garbage bags, all at Owner's expense, consistent with the hospitality standards, located in Exhibit A hereto (the "**Vacasa Hospitality Standards**").

6. Maintenance and Repairs. Owner shall, at Owner's expense, and consistent with the Vacasa Hospitality Standards:

(1) maintain the Home in good and operable condition, ordinary wear and tear excepted, and shall promptly repair or replace any portion of the Home that may be damaged, whether such damage is caused by or attributable to Owner or to any rental guest; and (2) perform or arrange ordinary services for the Home, as necessary, such as landscaping services, including but not limited to lawn, shrubbery, and tree care; snow removal, including clearing of all driveways, entrances, and roofs; periodic pest control; hot tub and pool service; and general maintenance.

7. Guest Relations. In a manner consistent with the Vacasa Hospitality Standards, Local Host shall take all actions within Local Host's control that are reasonably necessary to manage guest relations, including but not limited to communicating with rental guests and following Vacasa's then-current guest support processes, which Vacasa may update from time-to-time. Vacasa's process as of the date of this Agreement may require Owner to confirm receipt of Vacasa communications received via email, text, phone or issued tickets, in addition to managing guest check-in and check-out for each guest and using best efforts to resolve guest complaints and issues.

8. Furnishings. Owner shall furnish the Home with suitable equipment, appliances, furniture, and furnishings necessary for rental occupancy. Vacasa will provide Owner with a list of all required items. Owner shall ensure the Home remains furnished with all required items and shall replace or repair such items as necessary, consistent with the Vacasa Hospitality Standards.

9. Liability, Risk, and Insurance. Owner agrees to carry liability and other insurance of the type and in the coverage amounts sufficient to cover Owner's risk and as otherwise required by any applicable law, ordinance, or regulation, and to provide evidence thereof to Vacasa upon request.

C. SERVICES FEE; PAYMENT OF RENTAL PROCEEDS.

1. Services Fee. Vacasa's Services Fee shall be 15% of Rental Proceeds ("**Services Fee**"). Vacasa earns its Services Fee at the time of booking each reservation. Vacasa is entitled to the Services Fee regardless of the termination of this Agreement or Owner's failure to honor Existing Reservations pursuant to Section A(7) of Part II of this Agreement.

2. Payment of Rental Proceeds and Additional Fees. Vacasa shall pay Owner (1) all Rental Proceeds as defined herein, less the Services Fee and any expenses incurred on Owner's behalf pursuant to this Agreement, plus (2) all other applicable additional fees such as the Cleaning Fee, resort fees or parking fees, collected as provided in Part II, Section B(1) (collectively, "**Owner Payment**"). Vacasa shall mail, or initiate payment by direct deposit of, the Owner Payment by the 10th of each month (or, if the 10th falls on a weekend or holiday, the following business day) for rentals with a checkout date during the previous month.

D. EXCLUSIVITY. Owner shall not rent the Home to others or contract with any third party for rental services or marketing during the Term without Vacasa's express written permission. Any Owner advertisement of the Home as a rental shall direct prospective renters to Vacasa's website for booking.

E. TERM; TERMINATION.

1. Term. This Agreement shall become effective as of the Effective Date and shall continue in effect until the Effective Termination Date (the "**Term**"). The "**Effective Date**" of this Agreement shall be the date of the latest signature or electronic acceptance of the terms of this Agreement.

2. Termination. Either party may terminate this Agreement by giving the other party at least ninety (90) days advance written notice of termination. The "**Effective Termination Date**" shall be the later of (1) the termination date specified in the notice of termination or (2) the date that is ninety (90) days after the date that the notice of termination was delivered.

3. Termination (Special Situations). Vacasa may also terminate this Agreement or suspend Owner's access or right to use one or more Additional Products and Features, immediately with written notice, if Owner (1) breaches this Agreement, including any Product Specific Terms, (2) violates applicable law, or (3) if Vacasa reasonably believes such action is necessary to protect Vacasa, other homeowners of Vacasa, guests, or third parties. Notwithstanding anything to the contrary herein, this Agreement will automatically terminate in the event that Owner objects to an amendment to this Agreement or the Product Service Terms submitted by Vacasa pursuant to Part II, Section I(10)(b). In the event of a termination in accordance with the preceding sentence, the Effective Termination Date shall be 30 days after the date Owner delivers written notice of its objection to the proposed amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE BLOCK APPEARS ON NEXT PAGE]

ADDITIONAL TERMS AND CONDITIONS FOLLOW AFTER SIGNATURE BLOCK

OWNER (LLC/Corp, Estate, or Trust: Yes ☒ No ☐)

Signed by:
Signature: Stacy Cole
3D9CEFC18C4845D...
Print Name: Stacy Cole
Title (if signing on behalf of an entity): Managing member
Email: stacycole21@icloud.com
Mailing Address: 2212 W Vicksburg St
Broken Arrow OK 74011
Phone Number: 918-230-6440
Date: 30-Aug-2024

VACASA

DocuSigned by:
Signature: Nicole Prentice Williams
057F7DA2522348A...
Print Name: Nicole Prentice Williams
Title: Sr. Sales Executive
Date: 30-Aug-2024

ADDITIONAL OWNER (IF APPLICABLE)

Signature: _____
Print Name: _____
Title (if signing on behalf of an entity): _____
Email: _____
Mailing Address: _____

Phone Number: _____
Date: _____

PART II: GUESTWORKS PROFESSIONAL SERVICES TERMS

A. OWNER REPRESENTATIONS AND ADDITIONAL RIGHTS AND OBLIGATIONS.

1. Multiple Owners. If there are multiple owners, the term "**Owner**" shall apply collectively and individually to each owner, and the obligations of each owner under this Agreement are joint and several.

2. Representations and Warranties. The following representations and warranties are continuing. In the event that any of these representations or warranties is no longer true or correct, Owner will immediately notify Vacasa in writing.

a. Authority; No Conflict; Condition of Home and Legality of Vacation Rental Use. Owner represents and warrants that: (1) Owner is the lawful owner of the Home; (2) Owner has full authority to enter into and perform its obligations under this Agreement, and if Owner is a legal entity, that the person signing on the entity's behalf is fully authorized to bind the entity; (3) Owner's execution of this Agreement does not conflict with any contractual or legal obligation of Owner to a third party; (4) the physical condition of the Home, including any special features or amenities, is suitable and safe for use as a vacation rental and in compliance with applicable local building, health, and other codes or regulatory requirements; (5) to the best of Owner's knowledge, except as disclosed to Vacasa in writing, the Home does not contain hazardous or toxic materials (including, but not limited to, asbestos, lead, methamphetamine contamination, radon gas, mold, bed bugs or other pests) in violation of applicable laws, nor is it located in a special flood hazard area; (6) Owner is unaware of any bankruptcy, litigation, arbitration, administrative action, government

investigation, pending or threatened action affecting the Home or this Agreement; (7) use of the Home as a vacation rental, including either for a period of fewer than thirty (30) nights or for a period otherwise defined and determined by state and local regulations of such rentals, is not prohibited by any applicable law, regulation, deed restriction, or homeowners' association bylaw or rule; and (8) if Owner is a business entity, that Owner is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement.

b. Sanctions Compliance. Owner represents and warrants that Owner is not (i) listed in any sanctions-related list of designated persons maintained by the United Nations Security Council, the United States (including the U.S. Department of the Treasury's Office of Foreign Assets or the U.S. Department of State), the European Union, any Member State of the European Union, the United Kingdom, or Canada (each of which is a "**Sanctioning Authority**"), (ii) operating, organized, or resident in any country or region that is subject to comprehensive sanctions imposed by any Sanctioning Authority (each a "**Target Country**"), or (iii) owned or controlled by, or acting for or on behalf of, any such person or persons, or the government of a Target Country or the Government of Venezuela.

3. Rights and Obligations of Ownership; Standard of Management. Nothing in this Agreement changes Owner's title to, or general rights and obligations of ownership in, the Home. Except as expressly provided in this Agreement, Owner is and shall at all times remain fully responsible for all physical, legal, and financial matters pertaining to the Home whether it is rented or not, including but not limited to responsibility for the following: the cost of all repairs, maintenance, and replacement of any and all furnishings, fixtures and equipment necessary to maintain the Home in a suitable condition for rental occupancy; financial matters associated with ownership of the Home, including, but not limited to, homeowners' association dues, fines, and assessments; and ensuring that the Home is in compliance with applicable law, and regulation, deed restriction, or homeowners' association bylaws or rules. Owner shall manage the Home in a professional manner and consistent with the Vacasa Hospitality Standards.

4. Guest Privacy.

a. Owner Access. To ensure guest privacy, except to the extent reasonably necessary to provide cleaning, maintenance, repair, and other guest services, Owner shall not enter the Home or any immediately adjacent land or associated structures, or permit any other person ("**Owner's Invitees**") to do so, without (1) reserving an Owner stay with Vacasa covering the period of access, or (2) if during a guest stay, by obtaining the guest's consent prior to entry, for the purpose of remedying any problem the guest has reported, or (3) if for the purpose of general maintenance or repair with respect to the Home, then not within six hours of any guest stay. Owner or Owner's Invitees may enter immediately adjacent land or associated structures provided that (1) Owner's or Owner's Invitees' presence and activity on such land or in such structures does not interfere with the quality or privacy of any guest's stay at the Home (as determined in Vacasa's sole discretion); and (2) Owner or Owner's Invitees shall refrain from unreasonably loud noise and shall not otherwise disturb or inconvenience any guests (as determined in Vacasa's sole discretion), including interacting with guests. In the event Vacasa provides a partial or full credit or refund to any guest as a result of Owner's or Owner's Invitees' presence or activity adversely impacting such guest, Vacasa shall have the right to deduct the amount of such credit or refund, as well as the amount of any associated costs incurred by Vacasa in connection with such event, from one or more Owner Payments to be made to Owner.

b. Cameras and Smart Home Devices. Owner shall not place any camera in the interior of the Home or in any portion of the property except in an exterior area that is visible from off the premises, such as a front porch, and shall disclose the presence of permitted cameras to Vacasa and guests. Owner shall not install at the Home any microphones or other smart home devices that are capable of recording or transmitting guest conversations.

5. Change of Address. To ensure Vacasa is able to reach Owner if necessary and make timely Owner Payments, Owner shall promptly notify Vacasa via the Owner Portal of any change in Owner's mailing address, telephone number, email address, or direct deposit information. Vacasa shall not be liable for its failure to contact Owner or make Owner Payments when required under this Agreement if Owner has not updated Owner's contact information.

6. Compliance with Law; Licenses and Permits. Owner agrees to abide by all applicable laws, regulations, deed restrictions, association rules, the Vacasa Hospitality Standards, and licensing and permitting requirements applicable to use of the Home as a vacation rental. Owner is responsible for obtaining and maintaining any applicable license or permit for the use of the Home as a vacation rental and for payment of all associated fees. Where permitted by law, Vacasa may, but is not required to, act on Owner's behalf to obtain the initial license or permit for the Home. Whether or not Vacasa assists Owner in obtaining the initial license or permit, Owner remains responsible for ensuring that all applicable licenses or permits for the Home are obtained and timely renewed, as required by local regulations, and otherwise remain in force. Vacasa will not be responsible for any alleged damages that result from failure to obtain, or the lapse or expiration of, any license or permit for the Home. Owner shall communicate all license and permit information for the Home, including license numbers and expiration dates, to Vacasa each time the license or permit is renewed and upon request, and grants Vacasa the right to disclose such license information in advertising and marketing materials as required by applicable law.

7. Existing Reservations.

a. Obligation to Honor Existing Reservations. Owner acknowledges that guest satisfaction is a priority for Vacasa, and that in addition to applicable laws that require Owner to honor a reservation or lease, the inability to honor reservations is a significant

source of guest dissatisfaction, poor reviews and demands for compensation. Accordingly, Owner agrees to honor all Existing Reservations of less than thirty (30) nights with a checkout date prior to the Effective Termination Date, and to honor all other Existing Reservations regardless of whether they occur after the Effective Termination Date. **"Existing Reservations"** are reservations made under this Agreement for which (1) Vacasa has received a lease or rental agreement and monetary deposit, or (2) a guest has booked a reservation for the Home, whereby the date of booking occurs prior to or on the date that notice of termination is provided by Owner to Vacasa pursuant to Part I, Section E of this Agreement.

b. Liability for Failure to Honor Existing Reservations. If Owner fails or refuses to honor one or more Existing Reservations as required herein for any reason, Vacasa shall reasonably attempt to move the reservation to a comparable property to the extent permitted by law and subject to the guest agreement. If Vacasa is able to move the reservation to a comparable property and the guest agrees to move, then Owner agrees to be responsible for any actual costs incurred by Vacasa to move the guests (such as, by way of example only, higher rent that is not passed on to the guests). If Vacasa is not able to move the reservation to a comparable property or the guest refuses to agree to move, then Owner agrees to pay Vacasa (1) Vacasa's lost Services Fee on that reservation, plus (2) any actual costs incurred by Vacasa in connection with cancellation of the reservation, including but not limited to costs relating to legal action by the guest.

c. Circumstances Outside Owner's Control. Except with respect to actual costs incurred by Vacasa or as otherwise required by law, Owner will not be responsible for payment of the damages prescribed in this section for failure to honor Existing Reservations where such failure is due to factors outside the Owner's reasonable control, such as flooding, fire, or the occurrence of a natural disaster or a mandatory evacuation order. If Owner makes an insurance or other third-party compensation claim that leads to recovery of lost rental income on displaced reservations, Owner shall notify Vacasa of such recovery in writing, and Owner will pay or cause to be paid to Vacasa an amount equal to the Services Fee that Vacasa would have received on the lost rental income payment.

8. Reserve Balance and ACH Debit Authorization. Owner will either (i) maintain a \$500 reserve balance with Vacasa (the **"Reserve Balance"**) or (ii) authorize Vacasa to debit Owner's bank account via ACH, for maintenance and repair expenses or costs associated with Owner's termination of this Agreement. If Owner chooses to maintain a Reserve Balance rather than authorize Vacasa to debit Owner's bank account, Vacasa will withhold amounts from Rental Proceeds payable to Owner as necessary to maintain the Reserve Balance. If Owner chooses to authorize Vacasa to debit Owner's bank account, Owner shall be responsible for maintaining sufficient funds in such account and Vacasa shall not be responsible for any overdraft or other fees relating to any such debit(s) of such account.

9. Non-Solicitation of Vacasa Employees. During the Term and for a period of twelve (12) months immediately following the Effective Termination Date, Owner shall not solicit or recruit, or attempt to solicit or recruit, directly or indirectly, any employee of Vacasa to leave their employment with Vacasa.

10. Home Security. Vacasa will not provide guests with codes to any home security systems at the Home, except for electronic lock codes to the Home's primary entrances, if applicable. Vacasa will not arm any home security systems during a guest reservation. Owner may use their home security system during owner stays, but Owner must disarm the system prior to Owner's departure or provide Vacasa with the disarm code to allow Vacasa access to the Home.

B. VACASA RIGHTS AND OBLIGATIONS.

1. Guest Fees and Services. Unless otherwise prohibited by law for a given reservation or lease, Vacasa may charge guests and collect applicable fees such as the Cleaning Fee, resort fees or parking fees from guests on behalf of third parties and remit such fees directly to the Owner, who will remit such fees to the appropriate third parties. Owner is responsible for providing Vacasa with a current schedule of any such fees and for ensuring any such fees are paid to the appropriate third parties in a timely manner. In addition, Vacasa may charge guests and retain additional fixed or variable fees, such as a booking fee, fees for specific services such as concierge service, or other fees.

2. Channel Marketing. A Channel may act as merchant of record for certain transactions reserved through the Channel. Owner acknowledges that certain Channels may charge guest fees that will be retained by the Channel (and that will not be shared with Vacasa or Owner). Owner further acknowledges that the presentation of the Home, including but not limited to the breakdown of the total cost of stay as displayed to the end user during checkout, may vary among Channels; and that due to limitations on the ability to present specific line items on some Channels the amount reflected as "rent" on a Channel might include fees, taxes, or other amounts that are not **"Rental Proceeds"** as defined in this Agreement.

3. Guest Refunds and Chargebacks. Vacasa may issue full or partial refunds to guests to address guest dissatisfaction where appropriate in Vacasa's reasonable discretion or to comply with applicable law. A guest may claim a chargeback up to nine months following a reservation for dissatisfaction or fraud. If a guest charges back a reservation with the guest's credit card provider for dissatisfaction, then Vacasa will apply the chargeback as an expense against the Owner account, unless the primary cause of the guest dissatisfaction was solely caused by the actions of Vacasa. Vacasa will contest chargebacks that are reasonably defensible, however, if Vacasa is unsuccessful in reversing a guest chargeback then the chargeback will stand as a debit to the Owner account.

4. Optional Start Date for Services. If the start date for services under this Agreement is later than the Effective Date, Vacasa will perform the services listed in this Agreement beginning on the date the Home goes live on vacasa.com, or on such other date as Vacasa and Owner may agree in writing (provided that Vacasa may prepare to perform such services beginning on the Effective Date).

5. Out-Of-Order Status. Vacasa may place the Home in "out of order" status at any time, for any cause that Vacasa in its sole discretion believes (1) could materially affect the quality or safety of a guest's stay, or (2) such Home's condition is inconsistent with the Vacasa Hospitality Standards, or (3) such "out of order status" is required for compliance with applicable law, regulation, ordinance, or court order. In no event will Vacasa be liable for any losses to Owner related to the Home being placed in "out-of-order" status.

6. Guest Verification. Owner acknowledges and agrees that guest verification on the internet is difficult, and Vacasa does not assume any responsibility for the confirmation of each guest's purported identity, age, reputation, conduct, morality or criminal background (or those of any member of a guest's party). Owner agrees to accept each reservation without requesting additional screening information from guests and Vacasa. Vacasa may conduct identity verification or screening, but does not guarantee that any such screening efforts, if taken, will eliminate fraudulent reservations, bad or criminal guest behavior, or damage to the Home.

7. Guest Rental Agreement. Vacasa will enter into a reservation or rental agreement with each guest as a condition to a rental stay. The rental agreement will include information in connection with the Home and will set forth the applicable terms and rules for the rental stay. Vacasa may revise the rental agreement at any time without prior notice to Owner. Owner further agrees not to interfere with, terminate or disrupt any guest stay. Owner also acknowledges and agrees that the rental agreement may require Vacasa to issue partial or full refunds (whether in the form of cash or travel credits) to guests under a variety of circumstances, including (i) as set forth in Part II, Section B(3) above, (ii) in circumstances where the Property does not meet the Vacasa Hospitality Standards, or (iii) due to extenuating circumstances, such as extreme weather events, pandemic, government action, or other force majeure events.

8. Guest and Reservation Information. Owner is not entitled to any guest-identifying information that may be provided to or accessible by Vacasa, including without limitation full guest names, contact details, or payment information, except to the extent such guest-identifying information must be shared to allow either party to perform one or more of its obligations under this Agreement. As between Owner and Vacasa, Vacasa shall have the sole and exclusive right to all guest information, including any guest-identifying information Vacasa shares with Owner. Upon termination of this Agreement, Vacasa will retain all rights and ownership of all Existing Reservations.

C. DEFINITION OF RENTAL PROCEEDS. For purposes of this Agreement, "**Rental Proceeds**" means:

1. Rental Proceeds for Vacasa Bookings. For reservations booked on the vacasa.com website or by phone through Vacasa reservation agents, the "**Rental Proceeds**" for each reservation shall be the total rent paid for the period during which the Home was occupied pursuant to the reservation.

2. Rental Proceeds for Channel Bookings. For reservations booked through a Channel, the "**Rental Proceeds**" for each reservation shall be the total rent paid for the period during which the Home was occupied pursuant to the reservation, less fees, charges, or commissions imposed by the Channel, if any.

3. Rental Proceeds Clarification. For purposes of clarity, Rental Proceeds do not include lodging, sales, or other applicable taxes, Cleaning Fees, other guest or third-party fees, or any other fixed or variable charges, fees or amounts other than rent, except as the parties may agree in writing.

D. BANK ACCOUNTS. Vacasa may, in its sole discretion and consistent with applicable law, hold funds on Owner's behalf (including but not limited to rental deposits and proceeds, and funds held for the purpose of paying Owner obligations as provided in this Agreement) in the same trust account as funds held on behalf of other owners of properties managed by Vacasa. Owner consents to Vacasa keeping all interest earned, if any, on trust account funds.

E. TAX WITHHOLDING. Vacasa shall have the right and is hereby authorized to withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes or other tax-related amounts ("**Tax-Related Items**") as may be required to be withheld pursuant to any applicable law or regulation, and to take such other action as may be necessary in the opinion of Vacasa to satisfy all obligations for the payment of such withholding taxes. Regardless of any action Vacasa takes with respect to any Tax-Related Items, Owner acknowledges that the ultimate liability for all Tax-Related Items owed by Owner is and remains Owner's responsibility. If Vacasa elects not to or cannot withhold Tax-Related Items from amounts payable under this Agreement, Owner must pay Vacasa the full amount, if any, required for withholding. In lieu thereof, Vacasa shall have the right to withhold the amount of such Tax-Related Items from any other sums due or to become due from Vacasa to Owner as Vacasa shall determine.

F. CHANGE IN LAW. If any state, county, city or other government or association statute, rule, or regulation prohibits the use of the Home as a vacation rental as contemplated by this Agreement or makes such use economically prohibitive, then Vacasa may terminate this Agreement immediately and neither party shall be obligated to honor Existing Reservations

G. INDEMNIFICATION. Owner shall indemnify, defend, and hold harmless Vacasa, its parents, affiliates, successors and assigns, and each of their respective officers, directors, employees, owners, and agents (each a "**Vacasa Party**" and collectively, the "**Vacasa Parties**") for, from, and against any and all claims, suits, demands, actions or other proceedings, and any and all losses, liabilities, damages, costs or expenses of any kind (specifically including, without limitation, reasonable legal and accounting fees) (collectively "**Claims**"), arising from or relating to (1) property damage or injury to persons (including death) by reason of any cause whatsoever either (a) occurring in or about the Home, or (b) resulting from actions taken under the express or implied direction of Owner or Local Host; (2) any breach or nonfulfillment of any representation, warranty or covenant by Owner; (3) any breach by Owner, the Local Host, or any of their respective agents or employees, of any Product Specific Terms; and (4) any act or omission of Owner or Owner's personnel, including any Local Host, in connection with the performance of Owner's obligations under this Agreement. Notwithstanding the foregoing obligation, Owner is not required to indemnify, defend, or hold harmless any Vacasa Party with respect to any Claims solely and directly caused by the Vacasa Party's gross negligence, intentional misconduct, or fraud.

H. LIMITATION OF LIABILITY. OWNER ACKNOWLEDGES THE RISK THAT ANY VALUABLES OR PERSONAL PROPERTY LEFT AT THE HOME DURING GUEST STAYS MIGHT BECOME DAMAGED OR BE STOLEN OR MISPLACED. OWNER AGREES TO EITHER REMOVE SUCH VALUABLES AND PERSONAL PROPERTY FROM THE HOME OR OTHERWISE WAIVES ALL CLAIMS AGAINST ANY VACASA PARTY FOR DAMAGE TO OR LOSS OF PERSONAL PROPERTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL ANY VACASA PARTY BE LIABLE TO OWNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS), OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ANY VACASA PARTY HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE VACASA PARTIES' LIABILITY TO OWNER FOR BREACH OF CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL SERVICES FEE RECEIVED BY VACASA UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

I. MISCELLANEOUS.

1. Governing Law. This Agreement will be construed in accordance with and governed by the substantive law of the state in which the Home is located, without regard to that state's conflict of law rules.

2. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating in any way to this Agreement as follows:

a. Mediation. If the dispute is not settled by negotiation, the parties agree first to try to settle the dispute by mediation within 30 days of either party providing written notice of the dispute, such mediation to be administered by the American Arbitration Association ("AAA") under its Commercial Mediation procedures. In the event the parties are unable to agree on a mediator, AAA shall appoint a mediator.

b. Arbitration. If mediation is unsuccessful, the dispute will be resolved by binding arbitration rather than in court, such arbitration to be conducted by the AAA under its Commercial Arbitration Rules before a single, independent arbitrator. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. To begin an arbitration, a party must send a letter to the other party requesting arbitration and describing the claim. If Vacasa requests arbitration, it will send the letter to Owner's most recent address in Vacasa's records. If Owner requests arbitration, it will send the letter to Vacasa's registered agent in the state in which the Home is located.

c. Place of Mediation or Arbitration. The mediation or arbitration shall take place in the county in which the Home is located, or in such other location as Vacasa and Owner may mutually agree.

d. Exceptions to Mediation and Arbitration Requirement. As the only exception to the agreement to submit all disputes to mediation and binding arbitration as provided herein, Vacasa and Owner both retain the right to pursue: (1) in small claims court in the county in which the Home is located any claim that is within that court's jurisdiction, and the parties consent to the personal jurisdiction and venue of such court; and (2) an injunction claim for infringement or other misuse of intellectual property rights in any court with jurisdiction to enjoin (whether by temporary, preliminary, or permanent injunctive relief) such infringement or other misuse of intellectual property rights.

e. Class Action and Jury Trial Waiver. THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL.

3. Assignment. Either party may assign this Agreement or any of its rights or delegate any of its duties or other interests in this Agreement at any time without the other party's consent.

4. Confidentiality. Owner agrees and covenants to keep the terms and conditions of this Agreement strictly confidential ("**Confidential Information**"). Owner agrees that they will refrain from all efforts of any kind to publicize the terms and conditions of this Agreement. This prohibition includes without limitation, methods such as publishing comments on websites and social media, mailings, pamphlets, press releases, signs, statements to reporters, comments on talk shows and advertisements. Notwithstanding the foregoing, Vacasa may disclose the Confidential Information at its sole discretion.

5. No Employment Relationship. There is no existing employment relationship between (1) Vacasa and Vacasa's personnel, employees, agents, vendors, and subcontractors on the one hand, and (2) Owner and the Local Host, and Owner's personnel, vendors, employees, agents, and contractors on the other hand, and this Agreement shall not be deemed to create any such employment relationship. Owner may engage service providers and the Local Host directly, and in such case, Owner acknowledges and agrees that Vacasa will not be a contractual party to such agreements, nor will Vacasa be responsible or liable for the performance of those services, irrespective of whether Vacasa introduced Owner to such service providers.

6. Signatures. A signature delivered by facsimile or electronic means, a digital signature, or an electronic manifestation of assent (such as clicking a box to agree) shall have the same force and effect as an original signature. This Agreement may be executed in one or more counterparts or in different formats, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

7. Headings and Footers for Convenience Only; Interpretation. Headings, captions, and the content of headers and footers in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. In interpreting this Agreement or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that the party prepared this Agreement or any part of it.

8. Severability. If any portion of this Agreement is held invalid in any jurisdiction: (1) such holding shall not affect the validity of that portion in any other jurisdiction; (2) the validity of the remaining portions shall not be affected; and (3) to the greatest extent reasonable and possible, the intent of the parties hereto with respect to their rights and obligations under this Agreement (including with reference to the parts deemed invalid) will be given full effect.

9. Waiver. Any failure by Vacasa to enforce any provision of these terms shall not be construed as a waiver of future enforcement of that provision or of any of Vacasa's rights and privileges under this Agreement.

10. Amendments. This Agreement may be amended as follows:

a. Amendment by Mutual Assent. This Agreement may be amended at any time upon the mutual assent of the parties. Any amendment by mutual assent must be in writing (including by electronic mail), must be signed or assented to by a Vacasa representative at the regional director level (or equivalent) or higher, and must identify the provisions of this Agreement that are to be amended.

b. Amendment by Notice and Acceptance. Vacasa may send Owner a proposed amendment to this Agreement or the Product Specific Terms, or a proposed fully restated agreement. Vacasa will send any proposed amendment or restated agreement by mail or electronic mail to Owner's last known address provided to Vacasa in the Owner Portal, will post the proposed amendment or restated agreement on its website, or will make the proposed amendment or restated agreement available for Owner's review in the Owner Portal. Any proposed amendment will be deemed accepted and will be incorporated into this Agreement or the Product Specific Terms, and any restated agreement will replace this Agreement or the Product Specific Terms, effective on the 31st day after Vacasa transmits the proposed amendment or restated agreement to Owner, unless Owner notifies Vacasa in writing before the date the amendment or restated agreement becomes effective that Owner objects, in which event the proposed amendment or restated agreement shall not become effective. An objection to parts of a proposed amendment or restated agreement will be treated as an objection to the entirety of the proposed amendment or restated agreement, in which case this Agreement will be terminated in accordance with Part I, Section E(3) of this Agreement.

11. Intellectual Property. All photographs, videos, 3D tours, text, copy, and other marketing materials Vacasa creates pursuant to this Agreement (and all copyrights and other intellectual property rights therein) are, and shall at all times remain, the sole and exclusive property of Vacasa. If Owner holds the copyright or other intellectual property right in any photographs, videos, 3D tours, text, copy, or other marketing materials for the Home ("**Owner's Content**"), Owner grants Vacasa a non-exclusive, worldwide, royalty free, irrevocable, perpetual, unrestricted sublicenseable, and transferable license for the Term of this Agreement to use Owner's Content for the purpose of performing the vacation rental services hereunder. Pursuant to that limited license, Vacasa may copy, reproduce, modify, alter, edit, create derivative works from, display, publish, distribute, sublicense, incorporate, or otherwise exploit or make use of Owner's Content.

12. Force Majeure; Effect.

a. Definition of Force Majeure. "Force Majeure" is any event or condition beyond the control of either party, including but not limited to weather; acts of God; natural disasters such as earthquakes, fires, floods, volcanic eruptions, and storms; civil or military disturbances, riots, acts of terrorism, and acts of war (whether declared or not); sabotage; epidemic; pandemic; accident; voluntary or involuntary compliance with any regulation, law, order or declaration of any government or civil or military authority, including a declaration of emergency or an evacuation, quarantine, or stay at home order; strike, lock-out, or other labor dispute; weather-related interruptions, loss or malfunction of any utility, transportation, internet or telephone communication service; and inability to obtain labor, material, equipment or transportation.

b. Effect of Force Majeure. Each party shall be excused from a failure to perform any of its obligations under this Agreement, and shall not be liable to the other party for any costs or damages due to delay in performance or failure to perform, to the extent that the performance is prevented or made economically prohibitive by Force Majeure. Excuse from performance and liability shall continue so long as the Force Majeure continues. The party whose performance is affected by Force Majeure shall promptly notify the other party of the failure, shall advise the other party of the anticipated duration of the Force Majeure and any actions being taken to minimize its effect, and where possible shall take reasonable efforts to remove the event or condition constituting Force Majeure.

13. Conflicts. The Vacasa Hospitality Standards, Platform Terms of Service, Keyless Entry Services, all applicable Product Specific Terms, and other policies and terms described in this Agreement apply to the Guestworks Professional Services, the Platform, and all other Additional Products and Features, are incorporated by reference, and form part of this Agreement. Any reference to this Guestworks Services Agreement shall also include and be a reference to the Product Specific Terms and any other additional policies and terms described above. In the event of conflict with the main body of this Agreement and any Product Specific Terms, the applicable Product Specific Terms will govern, but only with respect to the subject matter of such Product Specific Terms.

14. Survival of Terms. Part II, Sections A(7) (Existing Reservations), G (Indemnification), H (Limitation of Liability), I(1) (Governing Law) and I(2) (Dispute Resolution), and all other terms that by their nature should logically survive termination of this Agreement, shall continue in force and effect after termination.

15. Notice Email Address for Vacasa. In the event of any notification required to be provided by Owner to Vacasa pursuant to this Agreement, including but not limited to a change of Local Host, maintenance required with respect to the Home, and any other item requiring notification by Owner herein, Owner will provide notice to Vacasa via email at guestworks@vacasa.com, and Owner agrees to do so in a timely manner.

16. Entire Agreement. Except as may be supplemented by additional terms, conditions, policies, and Product Specific Terms, this Agreement, including any contemporaneously executed addenda in effect, constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous communications, understandings, agreements, representations, and warranties, whether oral or written, relating to the subject matter hereof.

EXHIBIT A

VACASA HOSPITALITY STANDARDS

The Four C's of Vacasa's Hospitality Standards

Cleanliness and Condition
Customer Service
Compliance
Consistency

Introduction:

Properties advertised on the Guestworks platform will be maintained diligently in accordance with well-defined care quality and excellence standards. Eligibility for inclusion on the Guestworks platform is expressly dependent on consistently adhering to these standards specific to overall property condition; interior and exterior home design; overall state of cleanliness; strict compliance with current state and municipal regulations; and safety & security. In addition, the home must always be accurately represented in advertisements through photos and property description.

Condition & Design

- ☐ Property for rent must be the entire home inclusive of the kitchen, private bathroom accommodations, etc.
- ☐ No major aesthetic / physical damage present.
- ☐ Furniture and home decor are in good condition lacking visible wear-and-tear.
- ☐ All amenities / appliances are in working order without major issues.
- ☐ Child safety-related items (e.g., safety gates, highchairs, cribs, etc.) are in good working condition.
- ☐ All utilities shall be fully functioning.
- ☐ Boilers, showers, toilets, and water taps have no indicators of any obvious major problems (e.g., toilet doesn't flush, sink doesn't drain).
- ☐ Air conditioning and/or heating works well (if expected for that market).
- ☐ Hot and cold water are available.
- ☐ High-speed Wi-Fi
- ☐ Home should be free of any personal items (e.g., toiletries, clothes, shoes, non-perishable food, etc.)
- ☐ Entrances to the home are easily accessible and illuminated.
- ☐ The home must be completely free of all in-home cameras and other detection / listening devices.
- ☐ The home must be ready for guest arrival upon the designated check-in time.

Condition & Cleanliness

All Rooms & Living Spaces

Each room and living space and all items within must be clean, in good condition, and in working order. This includes but may not be limited to:

- ☐ All surfaces are sanitized regularly and, at minimum, prior to each guest stay (using an EPA-approved disinfectant). All surfaces are dust free.
- ☐ Wires and cables for electronics are neatly organized or otherwise hidden from view.
- ☐ Rooms smell clean and fresh (i.e., odor is neutral).
- ☐ Carpets and their edges are vacuumed and free of spots, rips, or fabric threads or strings.
- ☐ If applicable:
 - ☐ Wood floors are free of dirt and residue.
 - ☐ Floorboards are clean.
- ☐ Walls and ceilings are free of cobwebs, watermarks, and mildew.
- ☐ Windows and windowsills are dust-free and clean.
- ☐ Curtains/drapes are in good repair and free of marks and stains.

- ☐ Furniture (i.e., sofas, chairs, tables, beds, desks, nightstands) inclusive of frames and upholstery are in good repair and free of dust, debris, marks, and stains. This includes between / under cushions.
- ☐ Mirrors and picture frames are dust-free and clean.
- ☐ Lamps (including fixture, shade, finial, and bulb) are dust-free, clean, and in working order.
- ☐ Lamp shades are straight and seams turned so they are not visible.
- ☐ Televisions function properly and are in good physical repair, dust-free, and clean underneath.
- ☐ Remote control is to be clean and in working order.
- ☐ Telephones (where present) are wiped clean and free of marks, with any cords / wires bound neatly.
- ☐ Thermostats work and are set properly.
- ☐ All towels and linens are fresh and clean.
- ☐ All trash cans are emptied and provided with a fresh liner/trash bag.
- ☐ Deep cleans are performed at least twice per year.

Bedrooms

Each bedroom must meet the following additional requirements:

- ☐ Linens, mattress pads, and blankets/comforters/quilts are clean, free of stains, rips, and odor-free.
- ☐ All areas including beneath the bed(s) are free of clutter and debris.

Bathrooms

Each bathroom must meet the following additional requirements:

- ☐ Bathroom surfaces (including but not limited to walls, floors, ceilings, counter tops, toilets, sinks, mirrors, cabinets, tubs, showers, shower curtains, bright work, vents, and light fixtures) and supplies must be in good repair and clean, dry, free from spots, debris, hair, stains, mineral buildup, mildew, burns, rust, scratches, holes, or other damage.
- ☐ Plumbing fixtures (faucets, shower heads, toilet) must not drip or leak.
- ☐ Shower rods, grab bars, toilet seats, lids and handles must be properly secured.
- ☐ Tub and sink must drain quickly with a minimum amount of noise.
- ☐ Tub and sink stoppers must work properly and hold water in the basin.
- ☐ Jetted tubs must be thoroughly flushed, cleaned, and disinfected upon guest check-out.
- ☐ Where present, ventilation fans must be in good working order, clean, dust-free, and mildew free.
- ☐ Each bathroom shall be stocked with quality products. Minimum requirements include at least one (1) shampoo; one (1) conditioner; one (1) wrapped bar of soap; two (2) rolls of toilet paper; full dispenser of liquid soap (if applicable); and freshly laundered towels at the following quantities: 1.5 hand towels, 1.5 bath towels, and 1.5 washcloths per allowed guest, plus 1 shower mat.

Kitchen & Dining Room

Each kitchen must meet the following additional requirements:

- ☐ All kitchen surfaces and supplies must be in good repair and clean, dry, free from spots, debris, grease, hair, stains, mineral buildup, mildew, burns, rust, scratches, holes, or other damage. This includes dishes, utensils, and cookware.
- ☐ Kitchen and dining room appliances and furniture must be in good working order; interiors must be odor-free, clean and free of grease and soil build-up; exteriors must be clean and free of streaks and spots.
- ☐ Dining Table and chairs are wiped down.
- ☐ All drawers are clean and organized.
- ☐ Coffee maker is supplied and clean.
- ☐ Dishwasher, refrigerator, freezer, stovetop, microwave and oven are empty and clean.
- ☐ The kitchen shall be stocked with quality products. Minimum requirements include at least one (1) bottle of dish soap; one (1) sponge; one (1) wrapped bar of soap; one (1) full roll of paper towels; one (1) bottle of sanitizing all-purpose cleaner, and three (3) tabs/pods of dishwasher detergent.

Balconies, Patios & Outdoor Spaces

Balconies, patios, and outdoor spaces, where applicable, must meet following additional requirements:

- ☐ Areas are free of trash, debris, leaves, and cigarette butts.
- ☐ BBQ grill (if applicable) is cleaned and the propane tank filled.

- ☐ Outdoor furniture is wiped down.
- ☐ Light fixtures (if applicable) are clean and in good working order.
- ☐ Landscape is well maintained
- ☐ Hot tubs are professionally cleaned after each guest or every two weeks, whichever is more frequent.
- ☐ Pools are professionally cleaned every week.
- ☐ Pool/Beach/Hot Tub Towels are provided (if applicable). There should be at least one towel per allowed guest.

Regulatory

Home shall comply with all governing laws, code, and regulations -- even if not regularly enforced. These include but may not be limited to the following:

- ☐ Home meets minimum/maximum length of stay regulation based upon local and HOA ordinances.
- ☐ Home meets local tax regulations.
- ☐ Home has a valid permit for short-term renting, maintained by the owner, if required by the local jurisdiction.

Safety & Security

Must meet minimum fire and gas safety requirements based upon local regulations. These include but may not be limited to:

- ☐ Smoke alarms, carbon monoxide detectors, and fire extinguishers are all in working order and available. All safety devices must be installed per local regulations and have no evidence of frayed or damaged wires.
- ☐ Smoke detectors shall be installed in each bedroom, outside of each separate sleeping area in the immediate vicinity of the sleeping rooms, and on each level of the home including basements. Smoke detectors shall be tested bi-annually.
- ☐ Carbon Monoxide detectors shall be located on each level of the dwelling and tested bi-annually.
- ☐ One fire extinguisher shall be readily accessible within each kitchen, and there will be a minimum of one fire extinguisher per floor. All extinguishers shall be inspected annually.
- ☐ One First Aid Kit shall be available in the home and restocked regularly.
- ☐ Exterior doors have a deadbolt (or comparable substitute) that are in working order.
- ☐ Guests shall be able to enter the home easily.
- ☐ Windows have functioning locks.

Customer Service Standards

Owners shall be available or provide a local host on-call 24/7 to respond to guest questions, issues, and feedback. All customers shall be greeted in a courteous and professional manner.

In addition, owners and representatives of the homeowner including, but not limited to, the local host, housekeeper, and/or vendors shall:

- ☐ respond to in-house guest concerns within one (1) hour for non-emergency concerns and immediately for emergencies/urgent requests;
- ☐ complete or de-escalate all guest concerns within 24 hours for non-emergency concerns and within 6 hours for emergency concerns;
- ☐ respond to website questions/requests within 24 hours if not sooner;
- ☐ take care to ensure guest is comfortable in the accommodation;
- ☐ listen effectively to guests' requests and promptly take the necessary actions to assist them;
- ☐ keep guests informed of service progress and unexpected delays in service;
- ☐ inform guests of normal process time, when they can expect completion, and any delays that may arise in the process;
- ☐ conclude any guest interactions in a courteous and professional manner; and
- ☐ demonstrate respect and inclusivity in all interactions with guests and Vacasa personnel. Threatening, harassing, aggressive, or discriminatory behavior will not be tolerated.

COVID-19 Protocol

Owners shall ensure the safety of guests by following the COVID-19 Premium Clean protocol.

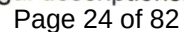
- ☐ If owner, Local Host, vendor, or housekeeper shows signs of illness, or reports coming into contact with someone who is suspected of having COVID-19, they will not be present in the unit immediately prior to or during a guest stay.
- ☐ Maintenance requests from guests during their stay should be evaluated based on the urgency of the need. Non-emergency maintenance items will be addressed after check-out. For anything that requires immediate attention during a stay, guests should be asked to leave the home or remain in a different room of the home while the work is being completed.
- ☐ To maximize ventilation and air out the home, housekeeping staff will turn on ceiling fans and/or open windows while cleaning. They will then close and lock all windows before leaving the property.
- ☐ Towels and sheets will be washed and dried at high temperatures. Owners, vendors and housekeepers will put on fresh gloves prior to making the beds and laying out clean towels.
- ☐ Owners, vendors and housekeepers will pay special attention to high-touch surfaces and ensure their sanitization, including: doorknobs (inside and out), lockboxes or electronic lock panels, elevator buttons, stair railings, telephones, light switches, remote controls, arms of chairs, refrigerator door handles, sliding door handles, toilets, faucets and knobs, clothes hangers, touch screens, and play sets/toys.

Owner Life & Safety Certification

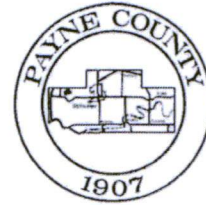
I certify that the following life and safety requirements have been met at my property. I further certify that the below requirements exist and will continue to be maintained for as long as I advertise my property with Vacasa Guestworks.

- ☒ There are no hazardous conditions at the property
- ☒ There is a fire extinguisher located in each kitchen and accessible by guest
- ☒ There is a working smoke detector located in living area
- ☒ There is a working smoke detector in each kitchen area and in each bedroom
- ☒ There is a working CO2 detector located on each floor of the property
- ☒ All exterior doors have working locks
- ☒ All windows have working locks
- ☒ There are no cameras inside the home
- ☒ There are no audio recording devices in the home (excluding decibel or glass-break security monitors or Google Home or Alexa devices)
- ☒ There are no dangerous chemicals within guest reach
- ☒ There is a First Aid Kit located in each kitchen accessible for guest

Signed by: Stacy Cole
306CEFC18C4845D
 Signature: _____
 Print Name: Stacy Cole
 Title (if signing on behalf of an entity): Managing member
 Property Address: 142 Redwood Drive
Stillwater, OK 74074
 Date: 30-Aug-2024



Jason Gomez
Payne County Assessor



CERTIFICATE OF OWNERSHIP

Re: Account # 600022829
Address: 142 S Redwood Dr

PAYNE COUNTY ASSESSOR'S OFFICE does hereby certify that every effort is made to produce and publish the most current and accurate ownership information possible. The ownership information reflects the tax roll of record owners per instruments filed in the Payne County Clerk's Office. Said ownership is located within the Three Hundred feet of the following described property, to-wit:

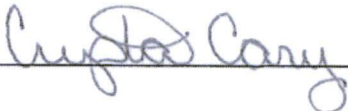
LOT FIVE (5), BLOCK TWO (2), REPLAT OF FIRST SECTION COLLEGE GARDENS, CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF

Attached you will find the current year's tax roll list of ownership that is within the Three Hundred feet of described legal. The ownership information includes the owner's name, mailing address, legal description, and situs address of the property if available.

The Payne County Assessor's Office believes this information to be true and correct at the time of Certification; however, no liability is or can be assumed by the undersigned with reference to the interpretation or validity of an instrument. This report is finished and accepted with the specific understanding above set forth.

Dated this 4 day of September, 2024.

PAYNE COUNTY ASSESSOR'S OFFICE

BY: 

Teresa Kadavy

STR-0181

'24SEP16AM7:37

From: Robin Anderson <robinbear1956@sbcglobal.net>
Sent: Monday, September 16, 2024 4:10 AM
To: William Joyce -Mayor; Teresa Kadavy
Subject: Concern about short term rentals in Westwood Overlay

CITY CLERKS OFFICE

This email originated from an External Source. Please use proper judgement and Caution when opening attachments, clicking links, or responding to this email.

Dear Mayor Joyce and City Planner Hood,

I am concerned about the application for short term rental properties, specifically 142 S Redwood Drive, which is in the Westwood Overlay.

Already the east side of Westwood and other parts of the Westwood Overlay have rentals which are in an area specifically for single families. In a nation short on home ownership this is of great concern to me. Now we are moving from a types of apartment complexes to types of hotels. This continued removal of a home occupied family residences morphing more and more into businesses in a residential area concerns me greatly.

I object to the application and continued applications for short term rentals, and today specifically 142 S Redwood Drive.

Thank you for your time and service to our community,

Robin Anderson
133 S Monticello Dr
Stillwater, OK 74074
(405)624-2812

Sent from my iPhone

Date of Meeting: November 5, 2024

Subject: Map Amendment: 1324 East 6th Avenue

Purpose of Report: The applicant requests review and approval of a Map Amendment to rezone the property addressed as 1324 East 6th Avenue from Commercial General (CG) to Commercial Shopping (CS).

Background: The subject property is located in the northeast area of Stillwater, near the intersections of East 6th Avenue and South Hafner Street. The subject property has frontage on East 6th Avenue and on South Hafner Street, and is located north of the Fairlawn Cemetery across East 6th Avenue. The current zoning of the property is Commercial General with a motel, laundry facility, and office building on the property. Gose & Associates on behalf of Wargo, LLC is requesting to rezone the property to Commercial Shopping (CS) to be the base zoning for a Planned Unit Development to convert the existing motel structures into a multi-family facility with 32 dwelling units. Commercial Shopping is a commercial zoning district that allows a multifamily use with specific use permit. The proposed project will allow for infill housing by converting an existing vacant motel structure to a multifamily apartment complex.

Application Processing Information:

Applicant – Gose & Associates

Owner – WARGO, LLC

Notice – Letters mailed to property owners within 300 feet, notice in the NewsPress and posted signage

Processing Track:

Submittal Date – August 14, 2024

Planning Commission – November 5, 2024

City Council – December 2, 2024

Project/Site Design Data/Details:

Zoning – Commercial General (CG), Section 23-153

Proposed Zoning – Commercial Shopping (CS), Section 23-151

Existing Use – Motel with laundry facility and office building

Proposed Use – Multi-family with laundry facility and office building with resident property maintenance living space

Total Lot sizes –approx. 1.05 acres

Adequate Public Facilities Findings/Improvements:

- Streets/Traffic: The property has access off of East 6th Avenue and South Hafner Street.
- Transit Facilities/Bike Lanes or Trails/Sidewalks: No Transit service in the area. A sidewalk is located on the South side of East 6th Avenue.
- Water Service: City water service is available.
- Sanitary Sewer Service: City sewer service is available.
- Electric: City electric service is available

Applicable City Plans/Policies:

The Future Land Use Map within the Comprehensive Plan indicates that the desired land use for the subject property is Commercial (10-4).

Discussion: The applicant requests review and approval of a Map Amendment to rezone the property addressed as 1324 East 6th Avenue from Commercial General (CG) to Commercial Shopping (CS). Commercial General (CG) zoning is located along East 6th Avenue and to the north, Small Lot Single Family Residential (RSS) is located to the south, Two-family residential (RT) is the west, and Two-family and multifamily (RTM) zoning district is to the northeast of the subject property. Fairlawn Cemetery is located to the south and Christian Missionary Alliance church is to the East.

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. The Comprehensive Plan calls for commercial uses in this area.

Alternatives:

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

Prepared by:

Jacquelyn Porter, City Planner

Reviewed by:

Diana Hood, Associate City Planner

Josh Brown, Project Manager

Jeff Mathews, Community Development Director

Date of Preparation:

October 29, 2024

Attachments:

Application, Letter of Authorization, Area Map, Zoning Comparison Table

Map Designation:

NE

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

ZONING:

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

SITE PLANS:

☐ Minor Amendment

SUBDIVISION:

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

OTHER:

☐ Closing
☐ Improvement Plans
☐ Drainage Plans/Study

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

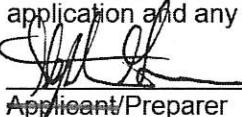
Title of Subdivision/Plan/Use: 1324 E 6TH AVENUE - STILLWATER STUDIOS
Owner(s) of Property: WARGO, LLC
Owner(s) Address: 70 S Val Vista Drive, Gilbert AZ 85296
Owner(s) Phone/Fax/Email: (602)-721-0990/Austin@KenJaxWorks.com
Applicant/Developer of Property: same as owner
Applicant/Developer Address: _____
Applicant/Developer Phone/Fax/Email: _____
Design Engineer address/phone/fax/email & Registration No.: Gose & Associates (CA 1640)
Stephen C. Gose, P.E. (22808) 113 E. 8th, Stillwater, OK 74074 / 405.743.4907 / stephen@gose-associates.com
Surveyor address/phone/fax/email & Registration No.: n/a

Address or Description of Property to be Subdivided/Developed: 1324 E 6TH AVENUE
see attached legal descriptions

Original Tract Deed Book and Page Number: Book 2525 Page 800
Number of Acres in Development: 1.05
Number of Lots Created: n/a
Current Zoning/Requested Zoning: CG (Commercial General) to CS-(Commercial Shopping)
Reason for zoning request/use permit/map amendment:
to allow for existing facility to convert from motel to apartments.

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

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

 10/02/2024
Applicant/Preparer Date

 10/3/2024
Owner/Agent (with documentation) Date

Applicant/Preparer Date

Owner/Agent (with documentation) Date

For City of Stillwater Use Only: CASE NO#: _____

Submission Date: 10/3/24 Processing Tract: IRC _____, PC _____, CC _____
Approval Date: _____ Fees: _____ Number of Copies: _____

Application for Review/Action

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

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

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

APPLICANT	REQUIREMENTS	CITY
	Section 23.58	
☒	COMPLETED APPLICATION FORM AND CHECKLIST	
☒	TYPED LEGAL DESCRIPTION SENT TO DIGITALS@STILLWATER.ORG	
\$252.00	FILING FEE OF \$250.00 PLUS \$2.00/ACRE	
☒	A TYPEWRITTEN LIST AND ELECTRONIC/DIGITAL COPY, CERTIFIED BY THE PAYNE COUNTY ASSESSOR, LICENSED ABTRACTOR, ATTORNEY, ENGINEER OR ARCHITECT, OF ALL PROPERTY OWNERS WITHIN THREE HUNDRED (300) FEET OF THE SUBJECT PROPERTY. THE OWNERSHIP LIST SHALL HAVE BEEN PREPARED NO MORE THAN THIRTY (30) DAYS PRIOR TO SUBMISSION.	

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

Preparer's Signature

Date

September 30, 2024

City of Stillwater
723 South Lewis Street
Stillwater, Oklahoma 74074

RE: Letter of Agent
1324 E 6th Ave

To Whom it May Concern,

As the owner of the property listed below, I authorize Gose & Associates to act on my behalf regarding any applications and submittals, associated with the project referenced above, made for this property.

A PART OF LOT ONE (1), PARKERSVILLE, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 190 FEET; THENCE EAST 238 FEET; THENCE SOUTH 190 FEET; THENCE WEST 238 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF.

Authorized By:

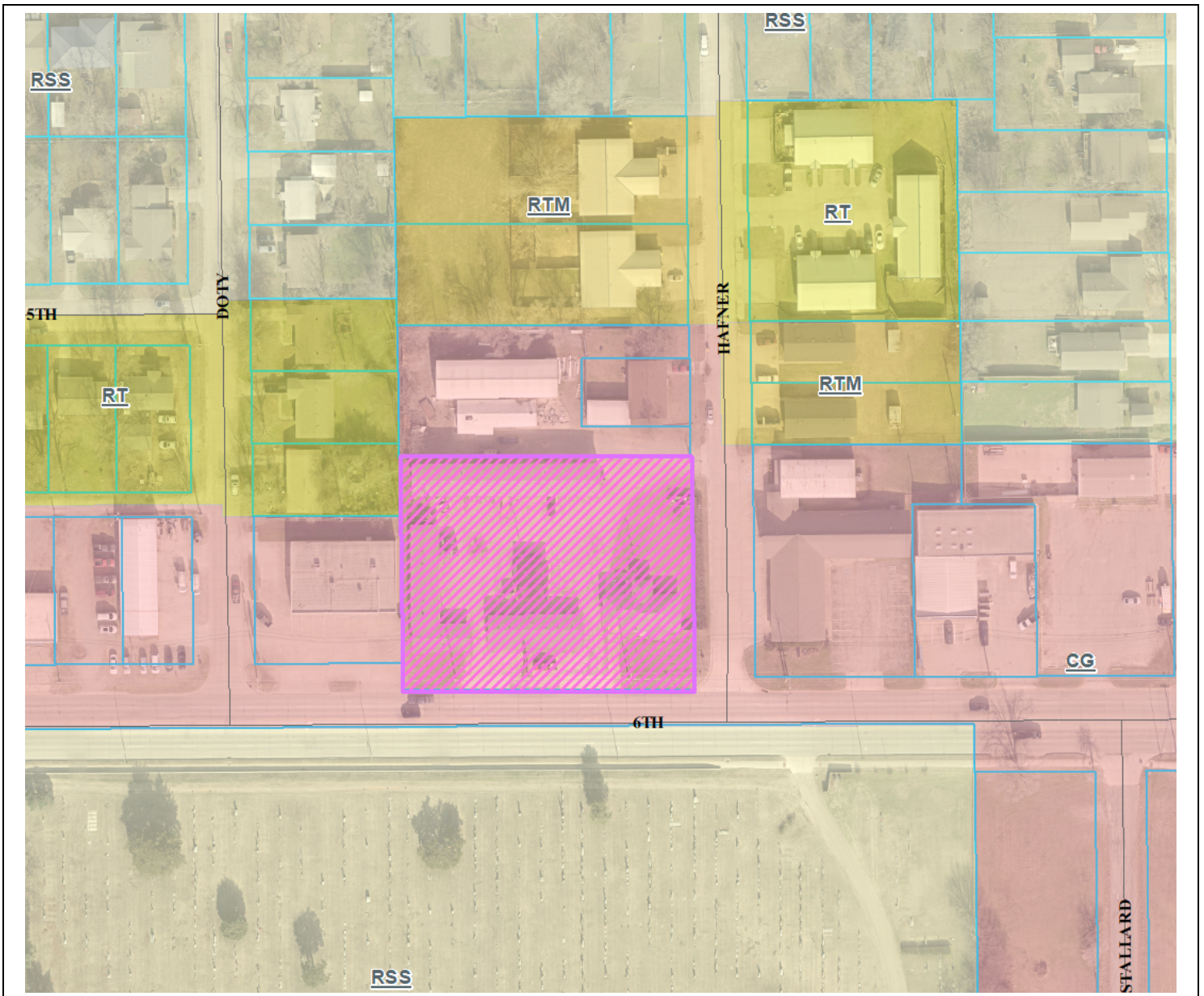
WARGO, LLC

 09/30/24

Signature

Brian M Corr owner

Printed Name and Title



Stillwater. OKLAHOMA
stillwaterok.gov

Project Type: MAP AMENDMENT (MA24-12)
Request: CG to CS for PUD
Address: 1324 E 6th Ave.
Applicant: Gose & Associates O/B/O WARGO, LLC

ZONING COMPARISON CHART		
	CG (Commercial General)	CS (Commercial Shopping)
Min Lot Size	No min requirements	No min requirements
Min Lot Width/Depth	No min requirements	No min requirements
Max Structure Height	No max height	No min requirements
Min Front Yard	25 feet	25 feet/10 feet from alley
Min Side Yard - boundary with:		
Residential district	20 feet	15 feet
Commercial district	No min requirements	15 feet
Industrial district	No min requirements	15 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	25 feet
Any other district	No min requirements	25 feet
Max Lot Coverage	50 percent	40 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	No requirements
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	• Arts & Entertainment • <i>Bed & Breakfast, Hotel, Motel</i> • <i>Beverage Services</i> • Churches & Religious Institutions • <i>Financial Institutions & Services</i> • <i>Food Services</i> • <i>Free-Standing Self-Service</i> • Health Care & Social Assistance • <i>Information</i> • Parking Lots/Garages • <i>Personal & Laundry Services</i> • <i>Personal Storage & Warehousing</i> • <i>Professional & Administrative Offices</i> • Recreation • Research & Development • <i>Retail Trade</i> • Transportation Activities • Utilities • Vehicle & Equipment Sales/Service • Wholesale Trade	• <i>Bed and Breakfast, Hotel, Motel</i> • <i>Beverage Services</i> • Educational Services • <i>Financial Institutions and Services</i> • <i>Food Services</i> • <i>Free-Standing Self Service Facilities</i> • <i>Information</i> • Mixed Use • <i>Personal and Laundry Services</i> • <i>Personal Storage and Warehousing</i> • <i>Professional and Administrative Office and Services</i> • <i>Retail Trade</i>

Date of Meeting: November 5, 2024

Subject: Planned Unit Development: 1324 East 6th Avenue

Purpose of Report: The applicant requests review and approval of a Planned Unit Development with Commercial Shopping (CS) based zoning for the property addressed as 1324 East 6th Avenue.

Background: The subject property is located in the northeast area of Stillwater, near the intersections of East 6th Avenue and South Hafner Street. The subject property has frontage on East 6th Avenue and South Hafner Street, located north of the Fairlawn Cemetery across East 6th Avenue.

The Planned Unit Development, Stillwater Studios, is an approximately 1.05 acre tract with an existing motel consisting of 32 units, a laundry facility and office building. The PUD is in conjunction with the rezoning request from Commercial General (CG) to Commercial Shopping (CS). The proposed use of the property is converting the existing motel structures built in 1950, laundry facility and lease office into 32 dwelling units (studio apartments), renovating the laundry facility, and renovating the office building to an office space and resident property manager living space.

Personal & laundry services and mixed use, a structure with office space and a dwelling unit, are permitted uses by right in Commercial Shopping (CS). Multifamily use is allowed in Commercial Shopping (CS) with specific use permit. The existing setback is not conforming to the required setbacks in Commercial Shopping (CS) district. The planned unit development will establish the setbacks based on the existing structures, screening, landscaping, and uses.

The proposal of repurposing into apartments is to provide less transient and more stable occupancy benefits the community in multiple ways by renovating a blighted property and creating a different type of housing for the community. The maintenance of the structures and operation of the facility on the site will be under a single ownership. Property maintenance will reside on the property, allowing for readily available security.

On October 29, 2024, a town hall meeting was held at the Stillwater Chamber of Commerce Conference Room for property owners within 300 ft of the property. Six individuals attended the meeting. Gose & Associates and Austin Corr, the project manager, were available for questions. There were no objections to the proposed use, just questions to clarify the intent for the property.

Below is the zoning comparison table:

ZONING COMPARISON TABLE		
	CODE REQUIRED	PROPOSED PUD
ZONING	COMMERCIAL SHOPPING (CS)	COMMERCIAL SHOPPING (CS)
USES	SUP MULTI-FAMILY	MULTI-FAMILY
POPULATION DENSITY	53 (SEC 23-306(K))	32
SETBACKS		
FRONT (HAFNER)	20 FT	10 FT
FRONT (6 TH)	20 FT	20-FT
REAR	25-FT	5 FT
SIDE	15 FT	5 FT

Application Processing Information:

Applicant – Gose & Associates

Owner – WARGO, LLC

Notice – Letters mailed to property owners within 300 feet, notice in the NewsPress and posted signage

Processing Track:

Submittal Date – August 14, 2024

Planning Commission – November 5, 2024

City Council – December 2, 2024

Project/Site Design Data/Details:

Zoning – Commercial General (CG), Section 23-153 (at the time of report)

Proposed Zoning – Planned unit development (PUD) with base zoning of Commercial Shopping (CS), Section 23-151

Existing Use – Motel with laundry facility and office building

Proposed Use – Multi-family with laundry facility and office building with resident property manager living space

Total Lot sizes –approx. 1.05 acres

Adequate Public Facilities Findings/Improvements:

- Streets/Traffic: The property has access off of East 6th Avenue and South Hafner Street.
- Transit Facilities/Bike Lanes or Trails/Sidewalks: No Transit service in the area. A sidewalk is located on the South side of East 6th Avenue.
- Water Service: City water service is available.
- Sanitary Sewer Service: City sewer service is available.
- Electric: City electric service is available

Applicable City Plans/Policies:

The Future Land Use Map within the Comprehensive Plan indicates that the desired land use for the subject property is Commercial (10-4).

Surrounding Zoning and Uses: Commercial General (CG) zoning is located along East 6th Avenue and to the north, Small Lot Single Family Residential (RSS) is located to the south, Two-family residential (RT) is the west, and Two-family and multifamily (RTM) zoning district is to the northeast of the subject property. Fairlawn Cemetery is located to the south and Christian Missionary Alliance church is to the East.

Review items for PUD:

1. Whether the proposed PUD is consistent with the comprehensive plan;
2. Whether the proposed PUD is compatible with the existing and expected development of surrounding areas; and
3. Whether the proposed PUD is consistent with the stated purposes and standards of Article XV: Planned Unit Developments.

Sec. 23-295. - Purpose of planned unit developments.

The regulations for the planned unit development zoning district are designed to:

- (1) Encourage diversified living environments, and accommodate a mixture of land uses that otherwise would not be allowed together on the same site;*
- (2) Permit flexibility within the development with respect to area and bulk standards to best utilize the physical features of a particular tract of land that would not be allowed under other circumstances;*
- (3) Provide and preserve meaningful open space, particularly where it is necessary or desirable for such common areas to be shared by more than one owner;*
- (4) Encourage a more efficient use of land, public services, and natural resources than is generally achieved through conventional development;*
- (5) Provide a smooth transition from surrounding densities, intensities, and uses with those proposed in the PUD;*
- (6) Encourage the provision of amenities beyond the minimum requirements of conventional development;*
- (7) Encourage accessible and affordable housing.*

Alternatives:

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

Prepared by:	Jacquelyn Porter, City Planner
Reviewed by:	Diana Hood, Associate City Planner Josh Brown, Project Manager Jeff Mathews, Community Development Director
Date of Preparation:	October 31, 2024
Attachments:	Application, Letter of Authorization, Area Map, Statement of Intent, Site Plans, Unit Layout, Neighborhood Meeting Notice,
Map Designation:	NE

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

ZONING:

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

SITE PLANS:

☐ Minor Amendment

SUBDIVISION:

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

OTHER:

☐ Closing
☐ Improvement Plans
☐ Drainage Plans/Study

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

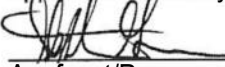
Title of Subdivision/Plan/Use: 1324 E 6th Ave - Stillwater Studios
Owner(s) of Property: WARGO, LLC
Owner(s) Address: 70 S Vai Vista Drive, Gilbert AZ 85296
Owner(s) Phone/Fax/Email: (602)-721-0990/Austin@KenJaxWorks.com
Applicant/Developer of Property: same as owner
Applicant/Developer Address: _____
Applicant/Developer Phone/Fax/Email: _____
Design Engineer address/phone/fax/email & Registration No.: Gose & Associates (CA 1640)
Stephen C. Gose, P.E. (22808) 113 E. 8th, Stillwater, OK 74074 / 405.743.4907 / stephen@gose-associates.com
Surveyor address/phone/fax/email & Registration No.: n/a

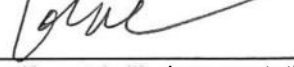
Address or Description of Property to be Subdivided/Developed: 1324 E 6TH AVENUE
see attached legal descriptions

Original Tract Deed Book and Page Number Book 2525 Page 800
Number of Acres in Development: 1.05
Number of Lots Created: n/a
Current Zoning/Requested Zoning: CG (Commercial General) to CS-PUD (Commercial Shopping)
Reason for zoning request/use permit/map amendment:
CS-PUD to allow for existing facility to convert from motel to apartments.

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

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


Applicant/Preparer _____ Date _____

 9/30/24
Owner/Agent (with documentation) Date _____

Applicant/Preparer _____ Date _____

Owner/Agent (with documentation) Date _____

For City of Stillwater Use Only: CASE no#: _____

Submission Date: 10.3.24 Processing Tract: IRC _____, PC _____, CC _____
Approval Date: _____ Fees: _____ Number of Copies: _____

Application for Review/Action

City of Stillwater
Preliminary Planned Unit Development (PUD)
Chapter 23, Article 15

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

A PUD application shall consist of the following documents which, if approved, shall be evidence of conformance with the requirements described in these regulations, as well as serve as the basis for review and approval of the final PUD plan, all subsequent subdivision plats, and building permits within the PUD. The intent of this CHECKLIST is to assist in expediting the process and outlining the procedures for approval of the PUD application. All items indicated as SUCH are required for the submittal to be considered complete.

APPLICANT	REQUIREMENTS	CITY
	Section 23-307	
X	COMPLETED APPLICATION FORM AND CHECKLIST	
\$518.74 (9.374SF)	FILING FEE OF \$425.00 PLUS \$0.01/SQ FOOT OF BUILDING(S).	
X	A TYPEWRITTEN LIST, CERTIFIED BY THE PAYNE COUNTY ASSESSOR, A LICENSED ABSTRACTOR, ATTORNEY, ENGINEER OR ARCHITECT OF ALL PROPERTY OWNERS WITHIN 300 FEET OF THE SUBJECT PROPERTY AND AN ELECTRONIC/DIGITAL COPY CAPABLE OF BEING REPRODUCED AS MAILING LABELS. THE OWNERSHIP LIST SHALL NOT HAVE BEEN PREPARED MORE THAN 30 DAYS PRIOR TO SUBMISSION OF APPLICATION.	
X	TYPED LEGAL DESCRIPTION EMAILED TO DIGITALS@STILLWATER.ORG	
X	PRELIMINARY DRAINAGE STUDY (ARTICLE 15)	
X	PROOF OF OWNERSHIP	
X	6 COPIES OF FULL-SIZED PLANS, 1 (8.5x11) COPY, AND ONE DIGITAL SUBMISSION EMAILED TO DIGITALS@STILLWATER.ORG and shall show the following:	
X	(a) Name of the Planned Unit Development;	
X	(b) Name and address of property owner of record and developer, if different;	
X	(c) Graphic scale drawn at a scale no smaller than 1:100, north point, date, and legend;	
X	(d) A typewritten and electronic/digital copy of the legal description of the subject property, which shall also indicate the size of the property in acres;	
X	(e) Length of boundaries of the tract measured to the nearest foot;	
X	(f) Location and identification of abutting subdivisions, and relationship with airport approach zone, flood hazard area, or city limits if applicable;	
X	(g) Existing physiographical characteristics including contour lines at two-foot intervals and identification of natural water courses, flood plains, and wooded areas;	
X	(h) Location and size of existing and proposed easements, utilities, and public rights-of-way;	
X	(i) Classification of every public street in accordance with the intended use and proposed design;	
X	(j) Location of all public/private streets;	
X	(k) Proposed grading, where different from existing contours;	
X	(l) Location, orientation, area, and height of existing and proposed buildings and other structures to include typical elevation drawings;	
X	(m) Location and dimensions of proposed lot lines;	
X	(n) A preliminary drainage study;	
X	(o) Approximate density of residential uses, if any, expressed by number of dwelling units allocated to each identifiable segment of the P.D.;	
X	(p) General location, identification, and amount of all land uses shall be established in the PUD and identification of land use types, including	

City of Stillwater
Preliminary Planned Unit Development (PUD)
Chapter 23, Article 15

	common areas and facilities that are to be owned and maintained by an association of individual property owners in the PUD;	
X	(q) Table indicating the comparison between the requirements of the underlying zoning district and the proposed PUD;	
X	(r) Location, arrangement, and dimensions of off-street parking and loading spaces, and access drives;	
X	(s) Location, dimensions, and materials of fences and pedestrian walkways;	
X	(y) Landscape plan as required for common areas and as required based on the underlying zoning;	
X	(u) Location, area, height, and orientation of any signs not attached to buildings;	
X	(v) Typical elevation drawings and construction materials – not applicable for single-or two-family residential applications;	
X	(w) Identification of phase area boundaries, if development is to occur in phases;	
X	(x) Certification by any owner(s), Planning Commission, and City Council; and	
n/a	(y) A separate written request, as applicable, for any of the foregoing items to be waived or amended, with necessary explanation to justify such request.	
	STATEMENT OF INTENT	
X	(a) Proposed name of the Planned Unit Development;	
X	(b) Name, address, and telephone number of the property owner(s) of record, and developer, if different;	
X	(c) Statement of the general concept of the proposed PUD, the special considerations which require the PUD zoning classification rather than a conventional district designation, and why, in the applicant's opinion, the proposed district would be in the public interest and is consistent with the stated objectives of the City with regard to the Planned Unit Development District classification;	
X	(d) A statement of the substance of existing or proposed covenants, future ownership within the development; property owner's association contract, or other restrictions imposed upon the use of the land, buildings, and structures; and any other provisions which set forth mechanisms for ownership and maintenance of property within the PUD;	
X	(e) The anticipated development time schedule for completion of proposed phases or stages of construction;	
X	(f) A statement regarding the compatibility of the proposed development with the surrounding neighborhood to include such things as use of buffer or transition zones, projected range of value of structures, type of materials to be used, square footage of structures, hours of operation, etc.; and,	
X	(g) Typical building elevations for determination of compatibility.	
	STANDARDS	
	Permitted uses. A PUD may be considered for any use or combination of uses allowed in a district as a use permitted-by-right, specific use, or accessory use. Any such use or combination of uses is subject to approval by the Planning Commission and City Council for compatibility and design. The amount, type, and location of all land uses shall be established on the PUD plan in tabular format, and reviewed with respect to compliance with the Comprehensive Plan and compatibility with adjacent development.	

City of Stillwater
Preliminary Planned Unit Development (PUD)
Chapter 23, Article 15

	Area and bulk standards. The design of the PUD may necessitate modification of conventional zoning requirements such as lot size, yards, lot coverage, parking, landscaping/screening, and building height on individual lots.	
	Screening. The PUD application shall show graphically the transitional treatment, where required, between residential and commercial zoning districts and between single-family residential and multi-family residential zoning districts, that will be employed to separate the PUD from abutting properties, including commitments to fencing, vegetation, earth berms, landscape screening, or similar techniques.	
	Access and circulation. The traffic circulation system within the PUD shall provide for the safe, convenient, and efficient movement of goods and people with a minimum of conflict between various modes of movement. Sidewalks or pedestrian trails shall be provided for pedestrian movement within the development and shall connect with existing pedestrian systems or allow for future extensions to activity centers such as schools and shopping areas outside the development. Shared parking facilities shall be encouraged with common access driveways within the development and abutting arterial streets.	
	Open space. Open space shall be provided for the common use of the residents or users of the PUD. Such open space and other common use facilities shall be located so as to be convenient and visually attractive to all of the intended users, as well as to protect flood hazard areas and natural wild life habitats. Open space areas shall be left in their natural state or landscaped and maintained in accordance with the approved plans for environmental amenity, recreational, or park use.	
	Signs. Signs shall be regulated for all uses as follows: 1. All signs shall be accessory to the identified uses within the PUD. 2. Monument signs, wall signs, and marquee signs are permitted by right. 3. Pole signs are permitted as based on the underlying zoning district requirements of Article 7, Division 3 (Signs). 4. Signs shall identify only the uses within the PUD 5. Monument signs shall not exceed four (4) feet in height if placed between the right-of-way line and the front setback and shall not exceed ten (10) feet in height when meeting the front setback.	
	Common facilities. Privately owned common areas may be established where certain facilities are shared by several adjacent property owners within the PUD, or are available to the general public for use in connection with visiting individual properties in the PUD. Such common facilities may include private streets, off-street parking and access drives, service areas, recreational facilities, plazas and other open space, provided however, at least fifteen (15) percent of the area of any common open space shall be used for landscaping and/or pedestrian amenities. Common areas are to be shown on the plat/plan	
	Improvements. <i>Public:</i> All structures and subdivision improvements within a PUD shall be constructed to City standards. The standards and requirements of the subdivision regulations for paving of public streets shall be observed for all publicly dedicated streets within or adjacent to a PUD, regardless of whether or not it is being subdivided. A hard-surfaced pedestrian system, constructed to City standards and meeting ADA compliance, which may, but not necessarily, be conventional curb-line or property-line sidewalks shall be provided connecting all building areas, parking areas, and common facilities	

Chapter 23, Article 15

NEIGHBORHOOD MEETING noticed at least ten (10) days prior to Planning Commission meeting; held at least seven (7) days prior to Planning Commission meeting.

Sprinkler requirements, Section 903 (2009 IFC)

Date _____

September 30, 2024

City of Stillwater
723 South Lewis Street
Stillwater, Oklahoma 74074

RE: Letter of Agent
1324 E 6th Ave

To Whom it May Concern,

As the owner of the property listed below, I authorize Gose & Associates to act on my behalf regarding any applications and submittals, associated with the project referenced above, made for this property.

A PART OF LOT ONE (1), PARKERSVILLE, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 190 FEET; THENCE EAST 238 FEET; THENCE SOUTH 190 FEET; THENCE WEST 238 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF.

Authorized By:

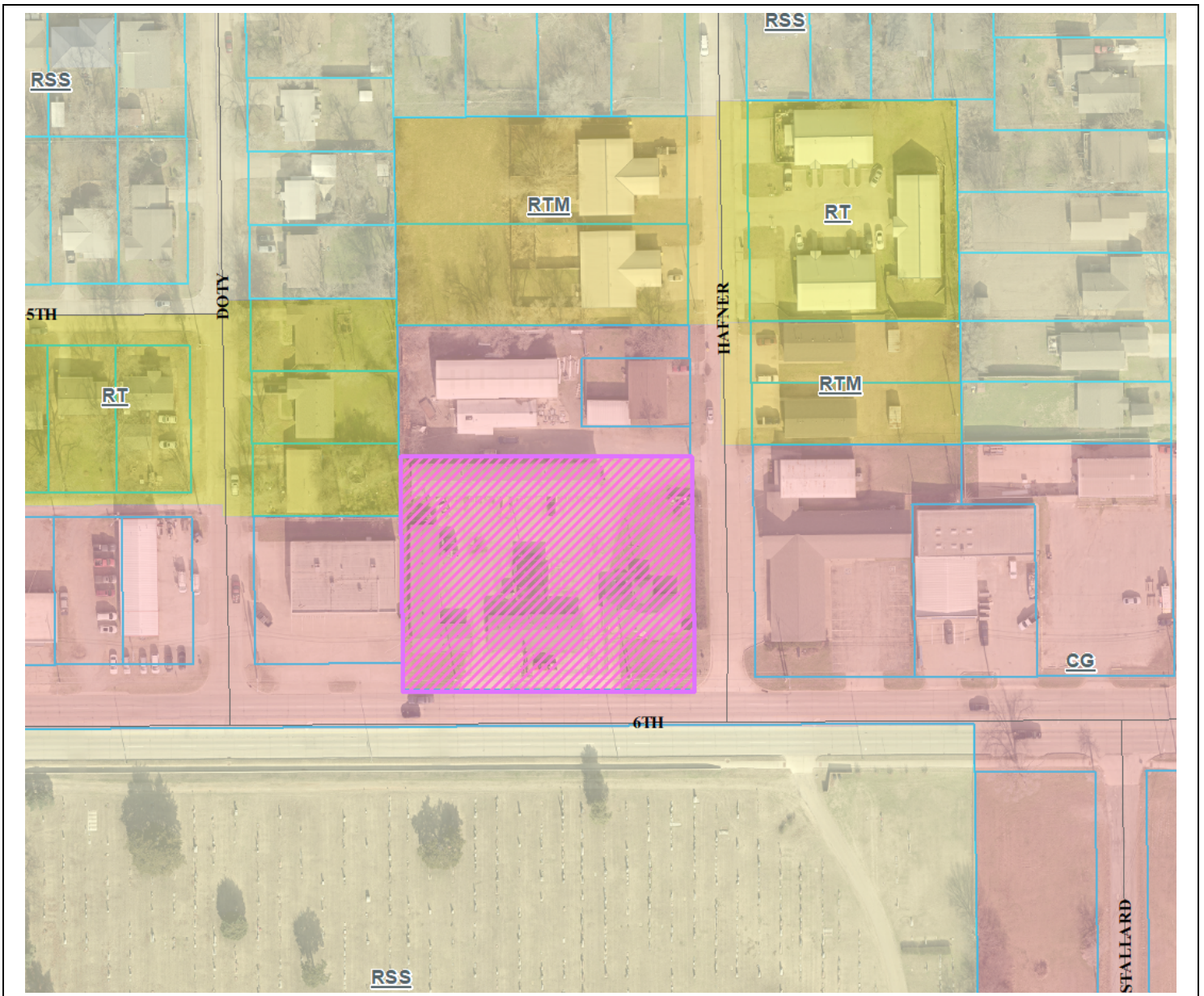
WARGO, LLC

 09/30/24

Signature

Brian M Corr owner

Printed Name and Title



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Planned Unit Development (PUD24-01)
Request: CS-PUD
Address: 1324 E 6th Ave.
Applicant: Gose & Associates O/B/O WARGO, LLC



October 22, 2024

Jeff Mathews, Community Development Director
Community Development Department
City of Stillwater, 723 South Lewis Street
Stillwater, Oklahoma 74074

**RE: Planned Unit Development – Statement of Intent
1324 East 6th Avenue – Stillwater Studios**

Dear Mr. Mathews

The developer/owner, Wargo, LLC is proposing Stillwater Studios, a Planned Unit Development (PUD) on a tract of land located at 1324 East 6th Ave. Wargo, LLC has a mailing address of 70 S Val Vista Drive, Gilbert AZ 85296. Brian Corr is its Managing Member and can be contacted at 602-721-2318. The site project manager is Austin Corr and contact information is 602-721-0990.

The existing structures for the motel were built in 1950 and are nonconforming with respect to the required building setbacks for the zoning districts defined by the current code. This PUD request allows for the repurposing of the existing buildings to be used as apartments.

The site is currently zoned Commercial General (CG). The request to rezone to Commercial Shopping (CS) is the lowest intensity of commercial zoning district that allows for multi-family with a specific use permit. The property has double frontage along East 6th Avenue and South Hafner Street. The PUD is establishing the required setbacks based on the existing structures and allows for 32 dwelling units with a laundry facility and office. The PUD will establish the setbacks as follows:

South Hafner Street (secondary) Front: 10 FT
East 6th Avenue (primary/addressed) Front: 20 FT
Rear: 5 FT
Side: 5 FT

ZONING COMPARISON TABLE		
	CODE REQUIRED	PROPOSED PUD
ZONING	COMMERCIAL SHOPPING (CS)	COMMERCIAL SHOPPING (CS)
USES	SUP MULTI-FAMILY	MULTI-FAMILY
POPULATION DENSITY	53 (SEC 23-306(K))	32
SETBACKS		
FRONT (HAFNER)	20 FT	10 FT
FRONT (6 TH)	20 FT	20-FT
REAR	25-FT	5 FT
SIDE	15 FT	5 FT



The general concept of this CS-PUD is to allow for the existing motel to be repurposed into apartments. The proposed use will be less transient in nature and more stable in occupancy. The existing structures provide 32 living units. The site is abutted to the north by Commercial General (CG), to the east by Commercial General (CG) and Residential Two-Family and Multi-Family (RTM), to the south by a principal arterial roadway 6th Avenue (Highway 51) and to the west by Commercial General (CG) and Residential Two-Family (RT). As an adaptive reuse of the existing motel, the project benefits the community in multiple ways as discussed in the Redevelopment section of the C³ Plan. The removal of blight and increase in tax base will benefit the area along with the creation of a different type of housing.

Maintenance of the structures and operation of the facility defined on the site will be under a single ownership. There are no proposed changes to the location of the existing structures and therefore the setbacks shall remain as currently sited. There are no proposed changes to the existing landscaping. Existing conditions consist of sod on the southeast and southwest corners of the property, along with sod and a row of shrubs along the east property line. There is an existing six-foot wood fence on the southeast side of the proposed leasing office building that is to remain that is not required for screening. There is also an existing six-foot wood fence between buildings 1 and 2 for screening the property from the residential property to the northwest. There are proposed six-foot wood fences along the north and east property lines that are not required for screening by the current code. There are no proposed changes to the existing 33 parking spaces. There are no proposed changes to the existing density of 32 units. The traffic will flow into the east drive and out through the west drive. The interior remodel consists of new paint, flooring, cabinets, appliances, lighting, HVAC and wardrobes. The outside of the building will get a fresh coat of paint and a new roof. The existing structures generally consist of painted brick and painted CMU brick walls with asphalt shingle roofs. Updating the existing structures will improve compatibility with the neighboring structures. The brick structure to the east is a church with an asphalt shingle roof. The metal building to the north is occupied by a roofing company. The residential structures to the northwest consist of brick wainscot with lap siding with asphalt shingle roofs. To the west is a stucco single story commercial building. To the south, across Highway 51 is the Fairlawn Cemetery.

There will be common space for the use of all residents in Building 4 (laundry) and grassed open space in the northeast quadrant of the site.



Gose & Associates

ENGINEERING • PLANNING • LAND SERVICES

Page 3



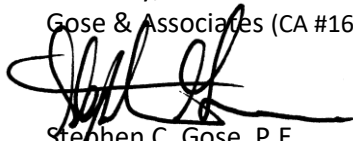
Remodel of the structures will begin in September with site preparation, clean up and ordering of materials. October will consist of preparation for the electrical and plumbing work, building closets, interior finishes, cabinets. November, installing mini splits and replacing the roofs on building 1 and building 4, and updating the sign. December, scheduling final inspections and paint exterior of the buildings, finish remodel of the laundry room, clean units, prepare for tenants. The first tenants are expected to move in January of 2025.

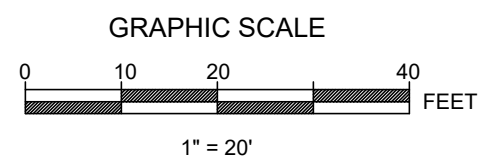
The owner/developer will follow Section 16-79 to ensure there is no nuisance created for surrounding properties. Remodel of the property will take place during the hours of 8:00 AM to 5:00 PM. The repurpose of the existing buildings reduces the impact on surrounding properties, based on less frequent turnover of tenants. There are no foreseen challenges to the neighboring properties.

Should you have any questions please feel free to contact me at 405.743.4907.

Sincerely,

Gose & Associates (CA #1604)


Stephen C. Gose, P.E.
Project Manager



A PART OF LOT ONE (1), PARKERSVILLE, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 190 FEET; THENCE EAST 238 FEET; THENCE SOUTH 190 FEET; THENCE WEST 238 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF.

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED
CERTIFIES THAT HE IS THE OWNER AND HAS ALL RIGHTS, TITLE AND
INTEREST IN AND TO THE ABOVE DESCRIBED TRACT OF LAND.

I, THE UNDERSIGNED CHAIRMAN OF THE PLANNING COMMISSION OF THE CITY OF STILLWATER, COUNTY OF PAYNE, STATE OF OKLAHOMA, HERBY CERTIFY THAT SAID COMMISSION DULY RECOMMEND APPROVAL TO THE CITY COUNCIL OF THIS PRELIMINARY PUD AT A MEETING OF THE COMMISSION ON THE _____ DAY OF _____, 2024.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER THAT THE DEVELOPMENT SHOWN ON THIS PRELIMINARY PUD SITE PLAN IS HEREBY ACCEPTED

GENERAL NOTES

1. ALL EXISTING STRUCTURES ARE TO REMAIN, THERE IS NO PROPOSED DEMOLITION TO THE STRUCTURES OR EXISTING PAVEMENT.
2. THERE ARE NO PROPOSED CHANGES TO EXISTING LANDSCAPING.
3. SUBJECT PROPERTY IS LOCATED IN ZONE X BASED ON FEMA FIRM MAP# 40119C0231F, DATED: 05/16/2007.
4. EXISTING SIGN TO BE REUSED.

REMODEL WILL BEGIN IMMEDIATELY ON BUILDING 1, 4 & 5. THEN BUILDING 2 AND BUILDING 3

ZONING COMPARISON TABLE		
	CODE REQUIRED	PROPOSED
ZONING	COMMERCIAL SHOPPING (CS)	COMMERCIAL SHOPPING (CS)
USES		MULTI-FAMILY
POPULATION DENSITY	53 (SEC. 23-306(K))	32
SETBACKS		
FRONT	20 FT	10 FT
SIDE	15 FT	5 FT

PARKING TABLE			
	RATIO	REQUIRED	PROVIDED
MULTI-FAMILY (1-BED)	1 PER UNIT	32	33

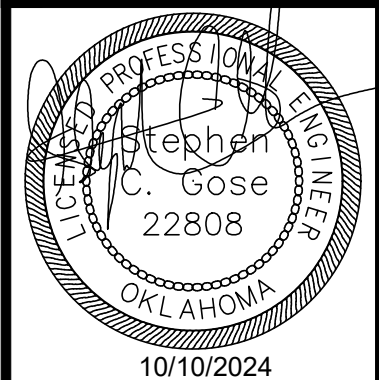


\\Goe\1387.01\CA003\SheetC-SITE.PUD.dwg C-SITE.PUD - SITE PLAN KATIE PURDY 08/01/2024 2:01 PM

[illegible]

**Gose &
Associates**
ENGINEERING • PLANNING • LAND SERVICES

113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4907 CA 1640
www.gose-associates.com



JOB NUMBER 1387.01
DATE 10/10/2024
SCALE: AS SHOWN
CREATED BY: KRP
DRAWN BY: KRP
CHECKED BY: SCG

STILLWATER STUDIOS

1324 E 6TH PUD
STILLWATER OKLAHOMA

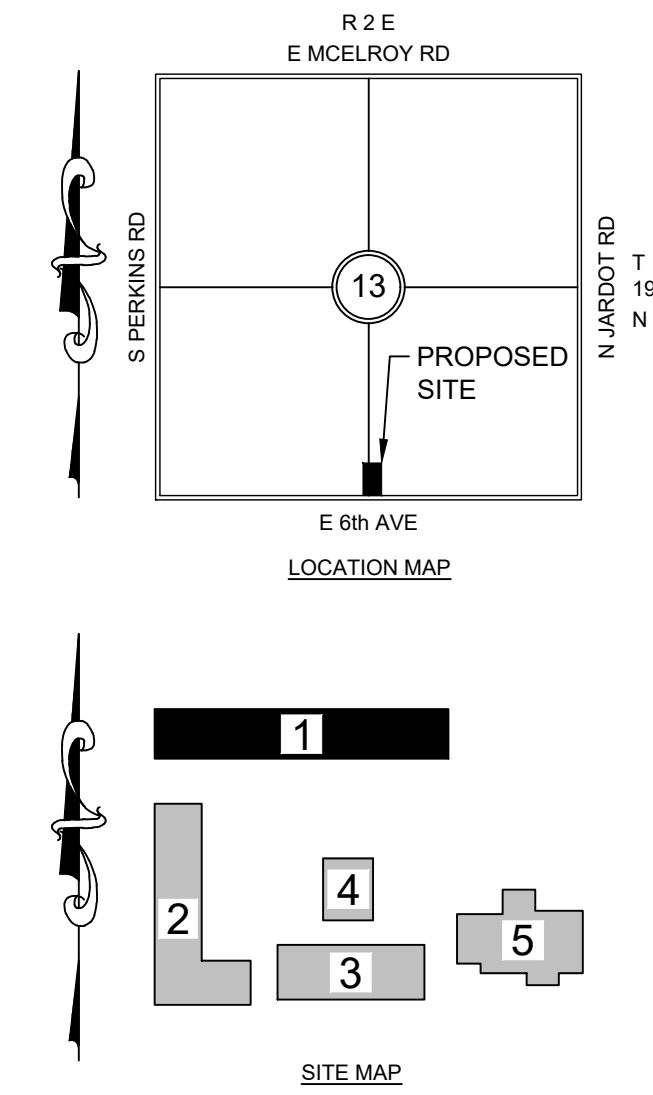
SHEET NUMBER
C1.0



BUILDING 1 TWO STORY
SOUTH FACADE



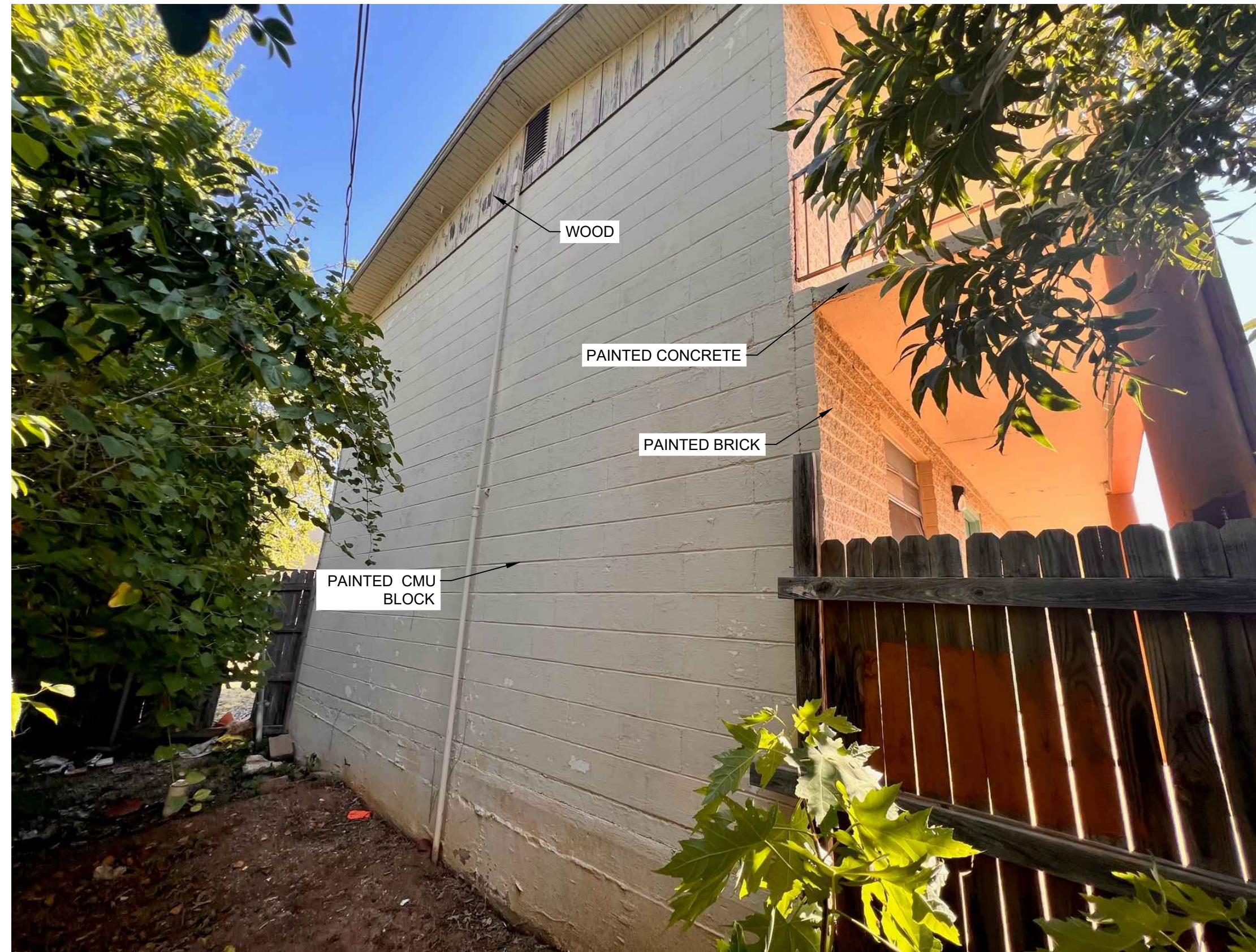
BUILDING 1 TWO STORY
NORTH FACADE



BUILDING1
UNITS 20
7,961 SF



BUILDING 1 TWO STORY
EAST FACADE



BUILDING 1 TWO STORY
WEST FACADE

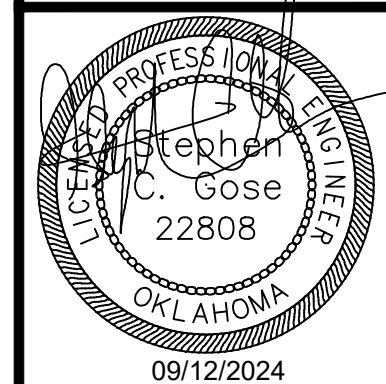


f:\000eent\38731CAD0\Sheets\C-Exbt.dwg
C-Exbt - BUILDING 1
9/12/2024 7:48 AM
KATIE INJURY
THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY GUSE AND ASSOCIATES, SHALL BE WITHOUT LIABILITY TO GUSE & ASSOCIATES.

SHEET NUMBER	1324 E 6TH PUD	BUILDING 1 ELEVATION		Gose & Associates ENGINEERING • PLANNING • LAND SERVICES 119 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4807 CA 1640 www.gose-associates.com	NO.	REVISIONS	DATE

[illegible]

 **Gose & Associates**
ENGINEERING • PLANNING • LAND SERVICES
113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4907 CA 1640
www.gose-associates.com



JOB NUMBER
1387.01
DATE
09/12/2024
SCALE: AS SHOWN
CREATED BY:CDW
DRAWN BY:CDW
CHECKED BY: SCG

BUILDING 2 ELEVATION

1324 E 6TH PUD
STILLWATER OKLAHOMA

SHEET NUMBER

1000 South 157th Avenue, Suite 500, Aurora, CO 80012
THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN IS AN INSTRUMENT OF SERVICE. IT IS PROVIDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY GOSE AND ASSOCIATES SHALL BE WITHOUT LIABILITY TO GOSE & ASSOCIATES.
KATE PURDY
09/12/2024 7:45 AM
C-0001 - BUILDING 3
SCALE: AS SHOWN
CREATED BY: CDW
DRAWN BY: CDW
CHECKED BY: SCG



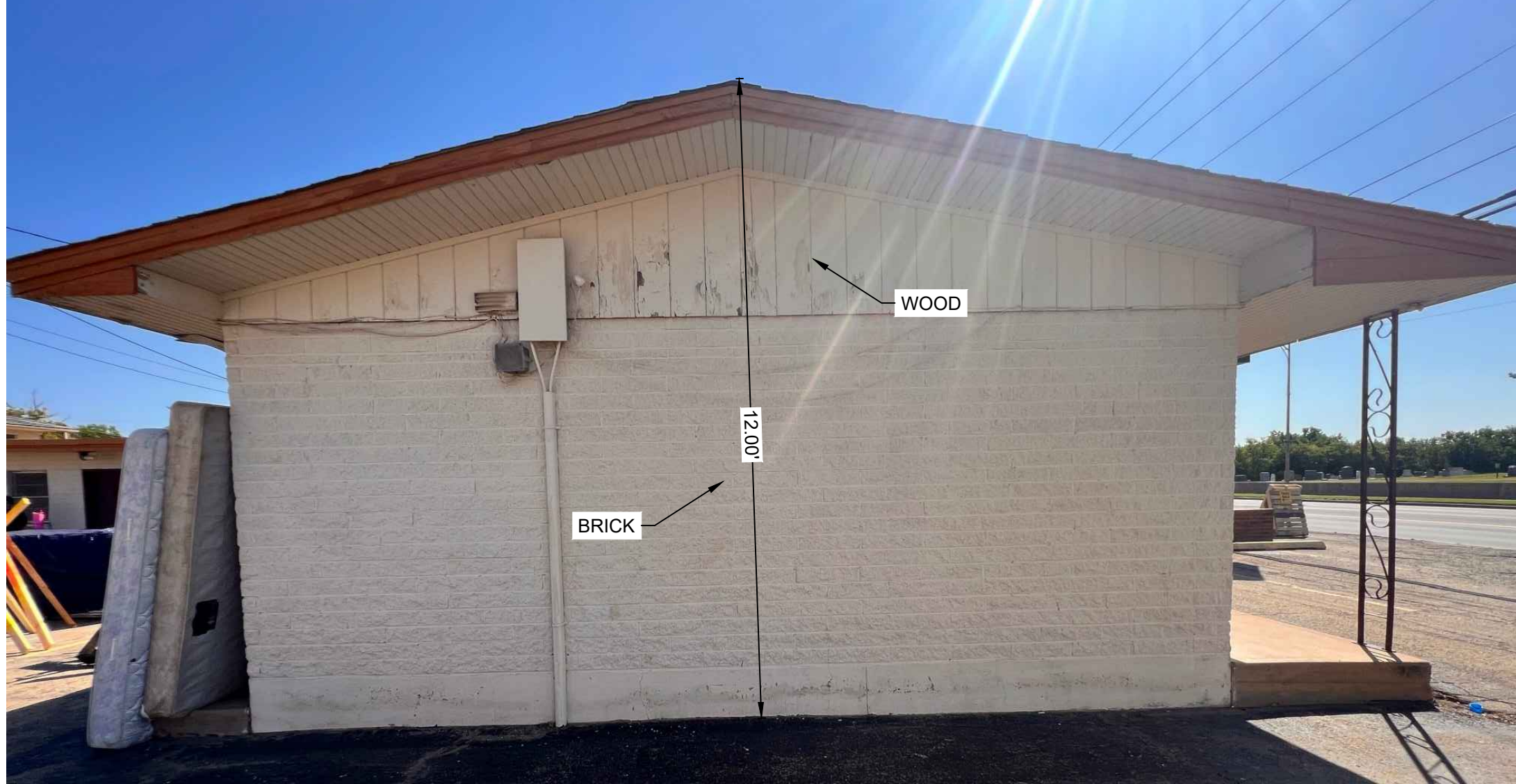
BUILDING 3
SOUTH FACADE



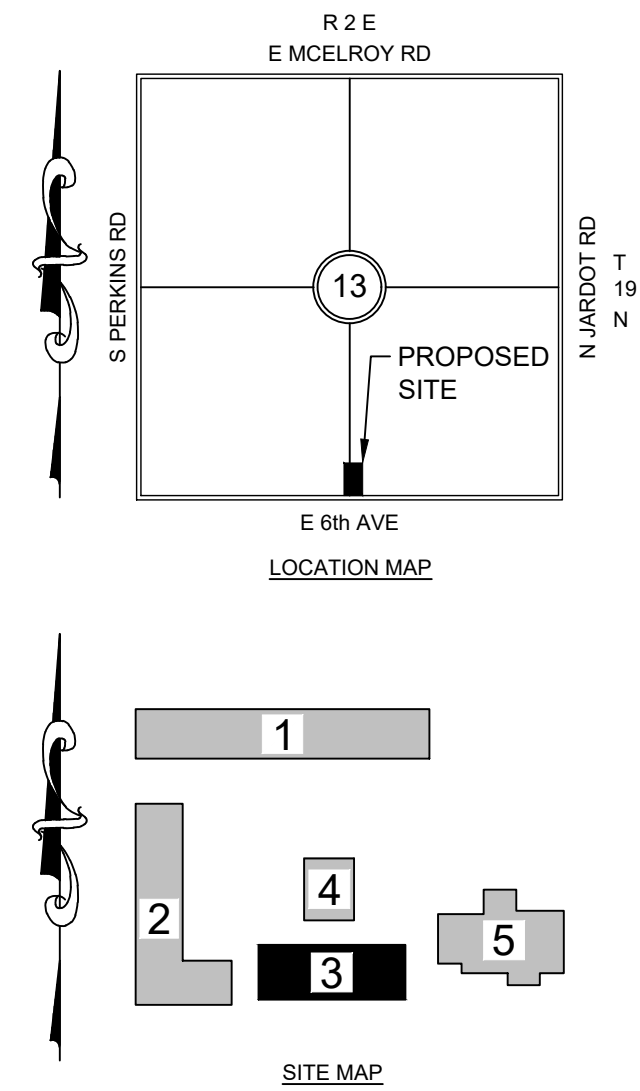
BUILDING 3
NORTH FACADE



BUILDING 3
EAST FACADE

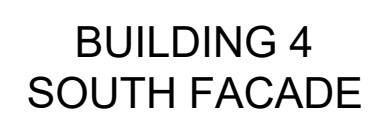


BUILDING 3
WEST FACADE



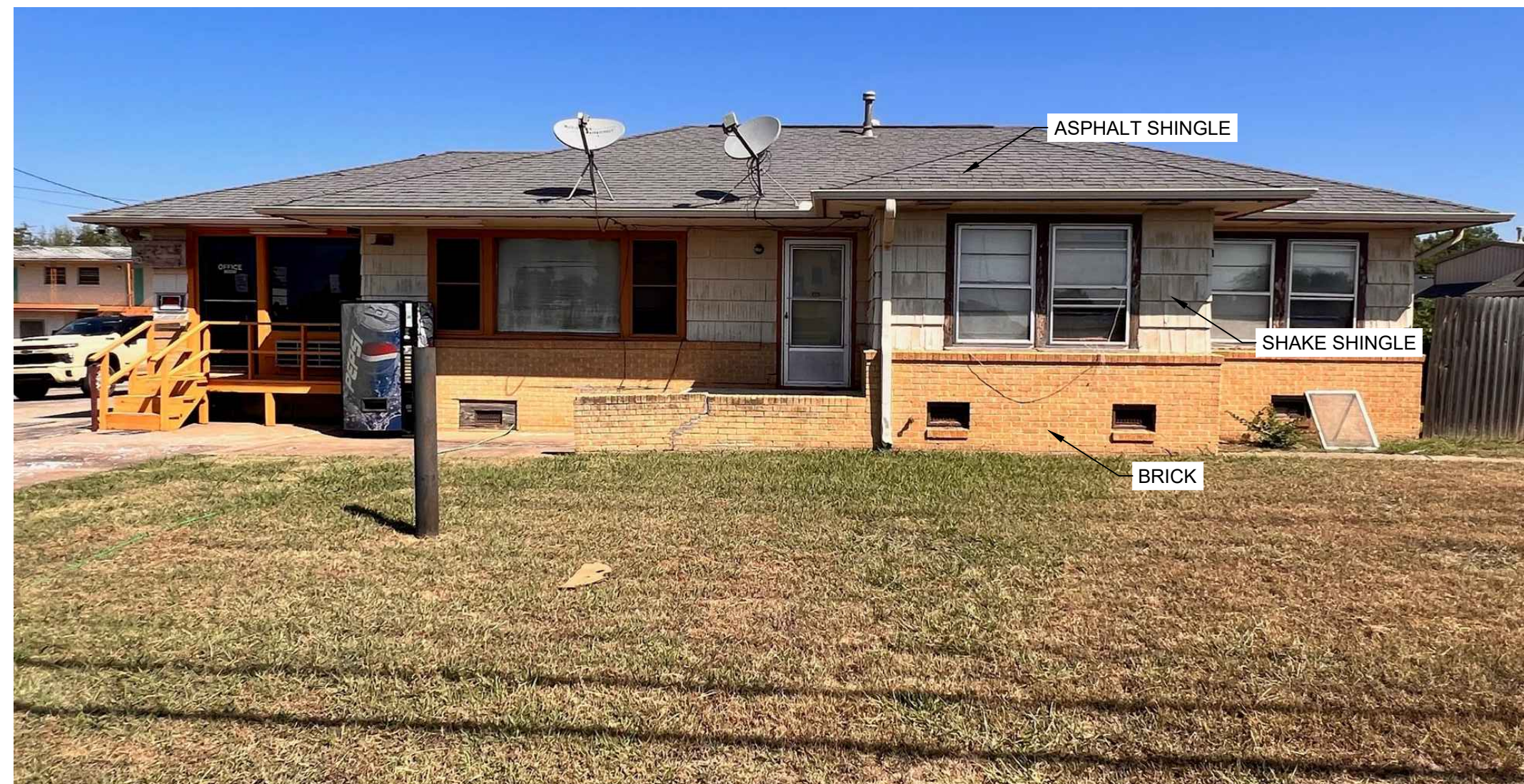
BUILDING 3
UNITS 4
2,160 SF

JOB NUMBER 1387.01		DATE 09/12/2024		SCALE: AS SHOWN		CREATED BY: CDW		DRAWN BY: CDW		CHECKED BY: SCG	
1324 E 6TH PUD		STILLWATER OKLAHOMA		BUILDING 3 ELEVATION		SHEET NUMBER ---		Gose & Associates ENGINEERING • PLANNING • LAND SERVICES 113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4807 CA 1640 www.gose-associates.com		REVISIONS NO.	



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C-ExBT - BUILDING 4
1/12/2024 7:45 AM
KATIE FURDY
THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION BY GOSÉ AND ASSOCIATES, SHALL BE WITHOUT LIABILITY TO GOSÉ & ASSOCIATES

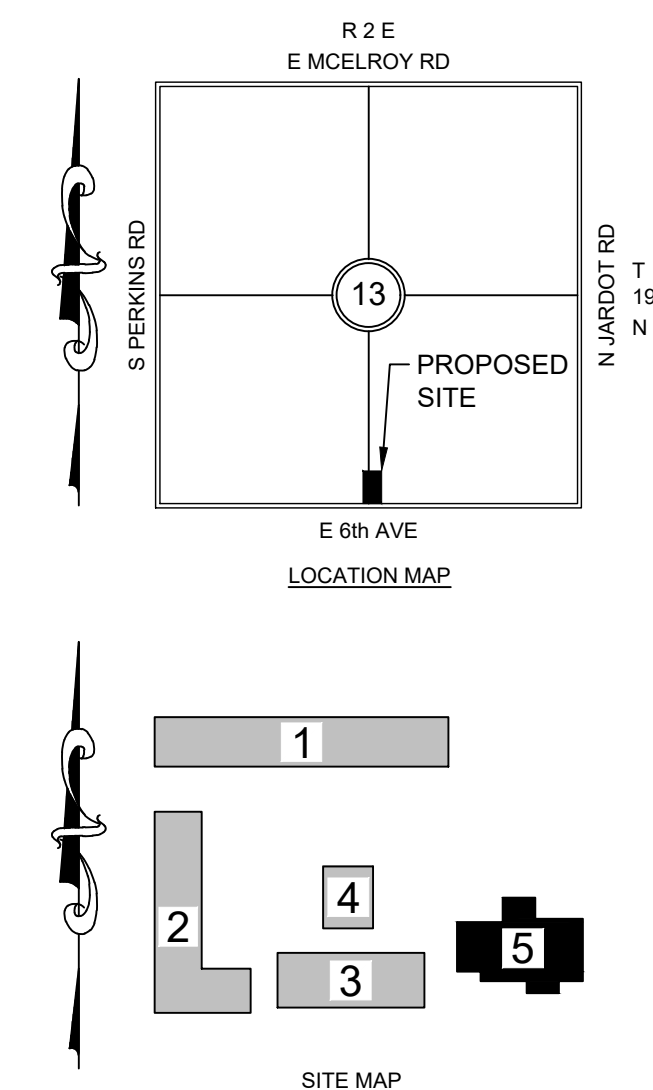
SHEET NUMBER	1324 E 6TH PUD	BUILDING 4 ELEVATION			Gose & Associates ENGINEERING • PLANNING • LAND SERVICES 113 E. 8th Avenue Stillwater, OK 74074 PH (405) 745-4807 CA 1640 www.gose-associates.com	NO	DATE
						REVISIONS	
JOB NUMBER	1387.01	DATE	09/12/2024	SCALE: AS SHOWN	CREATED BY: CDW	DRAWN BY: CDW	CHECKED BY: SCG



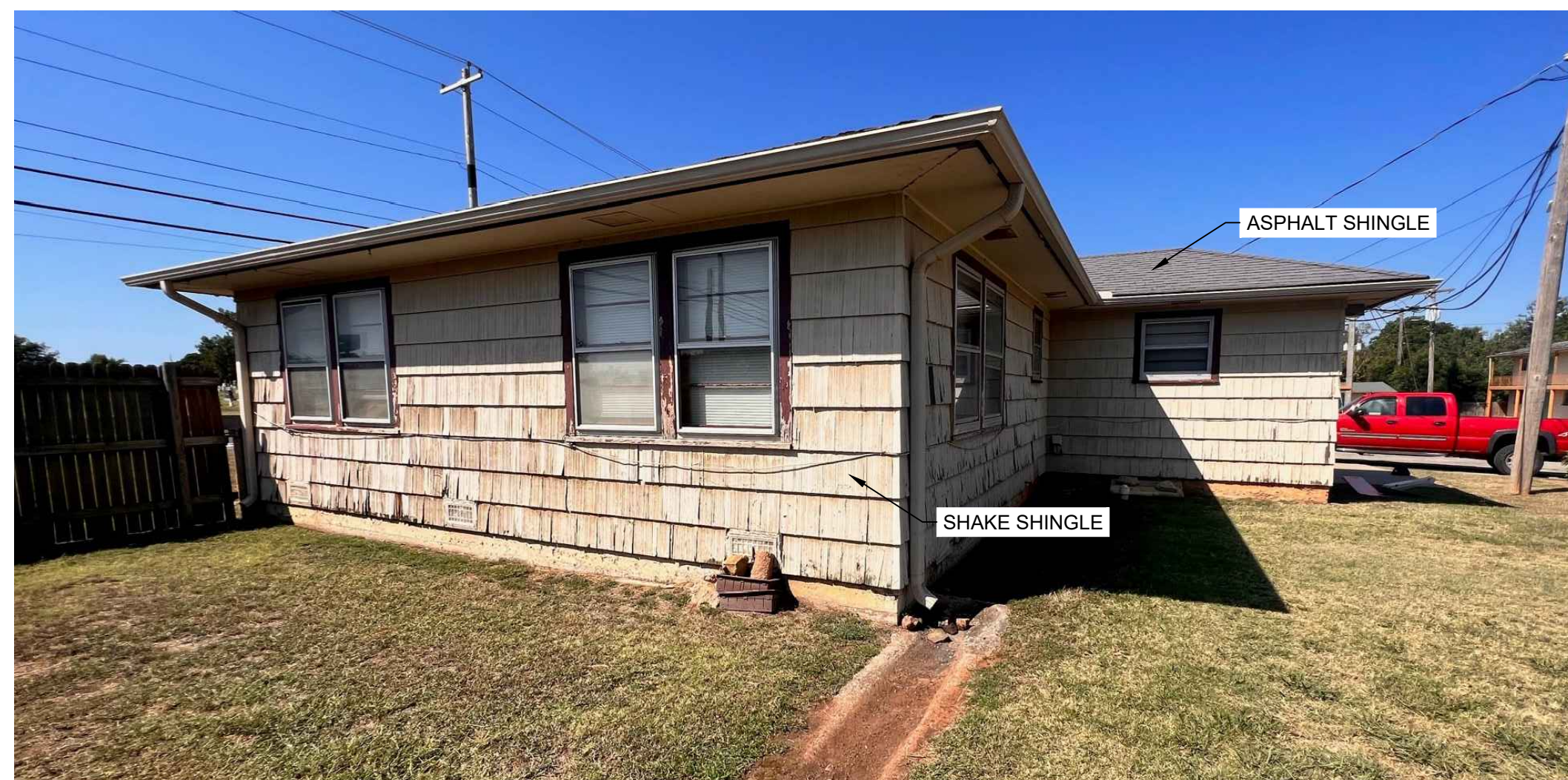
BUILDING 5
SOUTH FACADE



BUILDING 5
NORTH FACADE



BUILDING 5
OFFICE
2,192 SF



BUILDING 5
EAST FACADE



BUILDING 5
WEST FACADE



f:\00\cat\187.01\CADD\Sheets\C-EXBT.dwg
 C-EXBT - BUILDING 5
 9/12/2024, 7:45 AM
 KATIE PURDY
 THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION BY GORSE AND ASSOCIATES SHALL BE WITHOUT LIABILITY TO GORSE & ASSOCIATES

[illegible]



Building 1 (20 Units)

Building 5 Office

Building 4 (Laundry) >

Building 2 (8 Units)

Building 3 (4 Units)

Remodel Schedule
Bldg 1,4,5
Bldg 2
Bldg 3 Last

**1324 East 6th Avenue
Planned Unit Development
Neighborhood Meeting**

Dear Property Owner:

Please be advised that a formal application has been submitted to the City of Stillwater seeking approval for a Planned Unit Development Amendment on the following described property: **1324 East 6th Avenue**

In compliance with the Land Development Code requirements, a Neighborhood Information Meeting will be held to provide you an opportunity to become fully aware of our development intentions. At this meeting the petitioner will make every effort to illustrate how the property will be developed and to answer any questions.

**Tuesday, October 29th, 2024 at 5:30 p.m.
Stillwater Chamber of Commerce Conference Room
409 South Main Street, Stillwater, OK 74074**

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Planned Unit Development
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Gose & Associates

113 E 8th Ave
Stillwater, OK 74074

Gose & Associates

113 E 8th Ave
Stillwater, OK 74074

Gose & Associates

113 E 8th Ave
Stillwater, OK 74074

Gose & Associates

113 E 8th Ave
Stillwater, OK 74074

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF JUNE 25TH, 2024
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED June 20th, 2024 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

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

STAFF PRESENT

Ashlyn Garis, Assistant City Attorney
Jacquelyn Porter, City Planner
Diana Hood, Associate City Planner
Joshua Brown, Project Manager
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant

MEMBERS ABSENT

Jana Phillips, Chair

Staff Absent

Vice-Chair Prather calls for a five (5) minute technical delay.

1. CALL MEETING TO ORDER.

Vice-Chair Prather called the meeting to order at 5:35 p.m.

2. MISCELLANEOUS ITEMS FROM PLANNING COMMISSION

- a. Introductions and welcome to new Planning Commissioner, Mr. David Peters.

3. GENERAL ORDERS

- a. Bancroft Design on behalf of Black Properties, LLC, WARRANT IN THE FORM BASE CODE (FBC24-01), consideration, discussion and possible action, including approval or denial of a warrant to allow construction of a single family home in the form based code area zoned T6 (Transect 6) at property addressed as 125 S. Duck Street.

Vice-Chair Prather introduces the item and asks staff to present.

Jacquelyn Porter, City Planner, presents staff report and asks the Commissioners if there are any questions.

Commissioner Shanahan asks if a Single-Family Residence really fits into highest density zoning. Ms. Porter responds no, so that is why they are requesting a warrant, which is similar to a specific use permit outside of the developmental corridor.

Vice-Chair Prather asks if there are any more questions for staff; none respond. Vice-Chair Prather asks the Applicant to come forward to present.

Mr. Aarron Fergeson, Bancroft design, 923 S Lowry, comes to speak on the following:

- They are looking to construct something similar to what is on the site right now.
- There is already a single-family home that has been grandfathered in and the developer is looking to tear it down and put a new one in its place with a small parking area.
- Although it is a single-family residence, it meets the other requirements for the area.
- The developer also owns the connecting property, and they already have easements drafted.

Vice-Chair Prather asks if there are questions from the commission; none respond.

Vice-Chair Prather opens the hearing to the public and asks if there is anyone that wishes to speak in for or against the item.

Mr. Lester Skinner of 121 S Duck, comments that they are the property next door and is at a lower elevation, and they are worried that the parking lot will cause problems with the water run-off.

Vice-Chair Prather request the applicant's representative back up to respond.

Mr. Ferguson states they have done a preliminary drainage study on water run-off, that the city has reviewed, and they are not anticipating any additional run-off; there is already an impervious area on the site, and they are not planning on adding additional impervious areas.

Vice-Chair Prather asks if the study is taking into consideration the parking area. Mr. Fergeson confirms and says that the City's engineering department has preliminarily reviewed it and did not bring up any concerns.

Ms. Porter returns to the stand to clarify that the reviews that have been done are preliminary reviews and they have not fully done the building reviews for this project; and the applicant will still need to submit full plans for extensive review but at the time there is no major red flags.

Vice-Chair Prather asks if that means the water runoff question is still open. Ms. Porter explains that the issue of water runoff will be ironed out by engineering before the final building permit is approved.

Mr. Lester Skinner, 121 S Duck, property next door, returns to the stand and shares the following:

- States that he does not believe the runoff will be unaffected as the current home, on the property in question that they are planning to tear down, has guttering that the former owners had to put in to divert the water run-off.
- The property that he owns had to implement curbs and flumes under the parking lot to mitigate the issue themselves.

Vice-Chair Prather closes the public hearing and invites staff back up.

Ms. Porter reiterates that the full building permit has not been submitted yet and so full drainage reviews will still be done. Once the full building permit is submitted the complainant can put in an open records request with engineering to verify that that the issues of the water runoff are addressed.

Ms. Porter asks if there are any other questions from the board.

Vice-Chair Prather confirms that there is a point in the process where the review will be done, and the complainant can get information on the progress of that. Ms. Porter confirms that they can reach out to City Engineering.

Vice-Chair Prather closes the public hearing and asks staff to present findings and alternatives.

Ms. Porter presents findings and alternatives.

Findings:

1. The Land Development Code allows a residential single-family use in the Transect 6 zone with a warrant
2. The Comprehensive Plan calls for Medium Density at the property's location.

Ms. Porter explains that the structure of the alternatives is the same as a specific use case but the form-based code does not go to City Council therefore the verbiages of the alternatives are slightly different, the planning commission is the final hearing body for the form based code.

Alternatives:

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

Vice-Chair Prather asks if there are any questions or discussion from the commission.

Commissioner Williams states the way he sees this, any of the drainage concerns will be addressed during the building permitting process, and this is just to allow the specific use at this location.

Commissioner Shanahan shares that he believes this should be tabled until the building permit process is completed.

Commissioner Williams speculates that the city won't start the building permit process until the commission approves it.

Vice-Chair Prather asks staff to clarify.

Ms. Porter states although they could submit it, it would be held until the warrant is approved; additionally, if the board deferred this item they would have to defer to a date certain.

Commissioner Shanahan shares that he does not like the process.

Commissioner Williams brings up that if they do accept this, they are acknowledging that during the building permit process they will get the drainage issues right and any issues can be brought up to engineering during that period. Ms. Porter agrees as it will need to meet all City standards.

Commissioner Shanahan asks if the process is sufficiently transparent and how will the complainants know this process or review is happening so they can contact engineering for updates.

Ms. Porter says the only people that will be notified of approval are the applicant and property owner, there is not a process of public notice for stages of building permits. Commissioner Shanahan says that does not sound like a lot of transparency.

Ms. Porter states they can put in an open records request for the information, but they do not notify adjacent property owners when permits are approved.

Vice-Chair Prather asks if the complainants can ask for that information at any time. Ms. Porter confirms that they can request this information at any time, they could call tomorrow to go over what the standards will be.

Commissioner Williams states that the question is, do we, the commission, think a single-family residence is an okay use of the property at this location and City staff will take care of the drainage issue from there.

Vice-Chair Prather says that's how he sees it as well.

Commissioner Williams moves to approve the Warrant as presented, Vice-Chair Prather seconds.

Roll Call:	Phillips	Shanahan	Prather	Williams	Van Leuven
	Absent	Absent	Yes	Yes	Yes

Time: 23 minutes

- b. Marilyn Shipman, MAP AMENDMENT (MA24-05), consideration, discussion and possible action, including recommending approval or denial to rezone properties addressed as 424 S. Husband and 212 W. 5th Avenue from Two-Family and Multi-Family Residential (RTM) to Commercial Business (CB) district.

Vice-Chair Prather introduces the item and asks for staff's report.

Ms. Diana Hood, Associate City Planner, presents staff report and asks the commission for any questions; none respond.

Vice-Chair Prather invites the applicant forward.

Ms. Marilyn Shipman, 3100 Markwell Ave., Bethany, Oklahoma, states that she inherited these properties and because of the properties proximity to downtown Stillwater, would like to rezone it commercial.

Commissioner Williams asks what her intended use is for these properties are. Ms. Shipman states she would like to sell them as a commercial lot.

Vice-Chair Prather asks if the commission has any questions, none respond. Vice-Chair Prather opens the hearing to the public and asks if anyone would like to speak in favor, none respond. Vice-Chair Prather asks if anyone would like to speak in opposition, none respond. Vice-Chair Prather closes the public hearing and invites staff to present findings and alternatives.

Ms. Hood presents findings and alternatives:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.

2. Commercial Business (CB) is located in the vicinity to the east and south of the subject properties.
3. The Comprehensive Plan calls for Commercial uses for the subject properties' location.

Alternatives:

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

Vice-Chair Prather asks if there is any questions or discussions among the commissioners.

Commissioner Williams shares that he doesn't know how he feels about rezoning a property without knowing what the proposed use is going to be.

Commissioner Shanahan makes the point that it is rather speculative at the time.

Vice-Chair Prather asks staff to bring up the findings again and points out that the Comprehensive Plan does call for commercial use in that area so he can see how, from a seller's standpoint, it would be deemed that the property would be more valuable as commercial use.

Commissioner Williams says that makes sense to him as well.

Vice-Chair Prather moved to approve the proposed map amendment as presented, Commissioner Williams seconds.

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

Time: 22 minutes

- c. OZSOL, LLC, MAP AMENDMENT (MA24-06), consideration, discussion and possible action, including recommending approval or denial to rezone properties currently addressed as 1302 W. Lakeview Rd Tract 1, 1412 W Lakeview Rd, 1424 W Lakeview Rd, 1508 W Lakeview Rd, and an unaddressed tract of land along West Lakeview Road from Small Lot Single Family Residential (RSS) to Commercial Shopping (CS).

Vice-Chair Prather introduces the item and asks for staff's report. .

Ms. Jacquelyn Porter, City Planner, presents staff's report and asks if there are any questions from staff.

Vice-Chair Prather asks her to clarify if the requested use, commercial shopping, is different from the comprehensive plan. Ms. Porter confirms that the proposed use is high density.

Vice-Chair Prather asked if there were any more questions from the commission, none respond. Vice-Chair Prather invites the applicant up.

Mr. Aaron Fergeson, Bancroft Design, 923 S Lowry, comes to speak on the following:

- The owner does not currently have any plans for this property.
- Does not think the owner is aware of the comprehensive plan.
- While the zoning to the west is residentially zoned, it is a church that was grandfathered into that zoning, and he does not foresee it turning back to residential as it is a long-established church.
- There is commercial to the west of the church and commercial shopping to the east of the university property. So even though the comp plan calls for high density residential there is still commercial surrounding this area.
- Because Lakeview is an arterial, they believe that commercial will be a good use for the property.

Vice-Chair Prather asks if there are any further questions from the commission; none respond. Vice-Chair Prather opens the hearing to the public and asks if there is anyone that wishes to speak in favor of this item; none respond. Vice-Chair Prather asks if there is anyone that wishes to speak in opposition of this item.

Mr. Fred Forms, 1415 W Liberty, comes to speak on the following:

- Owns property north of the site.
- Concerned if it is zoned commercial it would impact the residential houses right behind it.
- He would like there to be a fence otherwise, he plans to protest/petition.

Vice-Chair Prather closes the hearing to the public and asks staff back up.

Ms. Porter explains that with all commercial properties abutting residential addresses the City requires that when they build, they have to put in screening.

Commissioner Shanahan asks what the land use zoning on the south side of Lakeview is across from the proposed property. Ms. Porter explains that it is the University's property and is not zoned.

Commissioner Shanahan asks if there is dirt work being done close by that has that come to the commission recently. Ms. Porter says not on this property but Airport Rd. to the north has.

Vice-Chair Prather says there is dirt work being done on Lakeview just a little bit further to the west. Ms. Porter concurs that there is a fuel station going there closer to Western.

Commissioner Shanahan asks if that's near the ball fields. Vice-Chair Prather says no, it is by the bus station, they are creating a new transit station.

Ms. Porter presents the findings and alternatives which are:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. Commercial Shopping (CS) is located in the vicinity to the west and southeast of the subject properties.
3. The Comprehensive Plan calls for High Density Residential for the subject properties' location.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed map amendment as presented.

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

Commissioner Williams shares that he does believe this would be a good use for the property, but he also feels for the residence in the neighborhood it backs up to; having their backyards go from a wooded area to commercial was probably not expected; however, this property is surrounded by commercial.

Vice-Chair Prather agrees with that, and wonders if there was a way to guarantee that the commercial businesses planned to be there would be similar to that of the church; it would be more low traffic but feels they can't guarantee that at this point; and also says that with the way this area has developed it would be difficult to put residential lots on this property.

Commissioner Williams agrees that it would be difficult to put residential lots on these sites, that is one of the reasons he thinks commercial would be better.

Ms. Porter clarifies that this is for Commercial Shopping not Commercial General so this is not the highest density Commercial, so things like Walmart could not go in that zoning district.

Commissioner Williams moves to accept the map amendment as presented, Commissioner Peters seconds.

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

Time: 19 minutes

- d. OZSO OZSOL LLC for a Map Amendment (MA24-07), consideration, discussion and possible action, including recommending approval or denial to rezone properties addressed as 1302 W Lakeview Rd Tract 2 and 2323 N Garfield St from Small Lot Single Family Residential (RSS) to Two-Family and Multi-Family Residential (RTM).

Vice-Chair Prather introduces the item and asks for staff's report.

Ms. Jacquelyn Porter presents staff's report and asks if there are any questions.

Vice-Chair Prather asks if this is adjacent to the last map amendment. Ms. Porter confirms.

Vice-Chair Prather invites the applicant forward.

Mr. Arron Fergeson, Bancroft Design, 923 S Lowry comes to speak on the following:

- Confirms that these properties are adjacent to the last map amendment, they are just on the other side of Garfield St.
- One of these properties actually has the same address as one of the properties they asked to be zoned commercial, the lot is split where one half is on the west side of Garfield and the other half is on the right side of Garfield.

- This map amendment would match the RTM zoning on the rest of Garfield St. and matches the comprehensive plan, so there are no substantial changes.
- The developer does not have any specific plans in mind for these, but did want these to match the surrounding zoning.

Vice-Chair Prather asks if there are any questions; none respond. Vice-Chair Prather opens the public hearing and asks if there is anyone that wishes to speak in favor of this item; none respond. Vice-Chair Prather asks if there is anyone that wishes to speak in opposition of this item; none respond.

Ms. Porter presents the findings and alternatives which are:

Findings:

1. The Land Development Code allows for the rezoning of land via Map Amendments.
2. Two-Family and Multi-Family District (RTM) zoning is located in the vicinity to the west of the subject properties.
3. The Comprehensive Plan calls for High Density Residential for the subject properties' location.

Alternatives:

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

Vice-Chair Prather shares that he thinks people would have less opposition to zoning the property RTM versus CS. Commissioner Williams agrees that this request matches what already exists there.

Commissioner Shannahan says it looks like this is going to be developing as a high-density corridor along this area either way.

Commissioner Williams moves to approve the Map Amendment as presented, Commissioner Peters seconds.

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

Time: 7 minutes

- e. SHORT TERM RENTAL (STR-0164), consideration, discussion and possible action, including recommendation approval or denial of an application for a Short Term Rental from Shannon Cotter for property addressed as 1126 N. Lincoln Street in the Single Family Large Lot Residential (RSL) district.

Vice-Chair Prather introduces the item and asks for staff's report..

Ms. Diana Hood presents staff's report and asks for any questions; none respond.

Vice-Chair Prather invites the applicant to present.

Mr. Brandon Cotter, owner of 1126 N Lincoln St, husband to the applicant states that they have met the City's requirement for application and feels that since there are many short-term rentals in this neighborhood they should get approved as well.

Commissioner Williams asks the applicant if they are based out of Guthrie. Mr. Cotter confirms.

Commissioner Williams asks who will be managing the property. Mr. Cotter states he and his wife would.

Commissioner Williams asks if they have anyone in town. Mr. Cotter responds yes, they have two people in town to help.

Commissioner Williams asks how many people they will be renting to. Mr. Cotter responds 6-8.

Commissioner Williams asks if they have sufficient parking. Mr. Cotter states they do.

Vice-Chair Prather asks if they have other properties in town. Mr. Cotter states they don't, but they have other people in town to help.

Commissioner Williams asks if they have any restrictions on night stays or parties. Mr. Cotter states they don't have it listed now but would say no parties.

Commissioner Peters asks the applicant if he knows how many other STR properties are in the neighborhood. Mr. Cotter says two or three in the immediate vicinity.

Vice-Chair Prather asks how they will be renting it. Mr. Cotter says Air BnB, VBRO or something similar.

Vice-Chair Prather comments that some things that make neighbors more favorable to having STR's is having minimum night stays and requiring a minimum distance the renter can be coming from to prevent people throwing parties. Mr. Cotter agrees.

Vice-Chair Prather asks if there are any questions for the applicant; none respond. Vice-Chair Prather opens the public hearing and asks if there is anyone that wishes to speak in favor of this item; none respond. Vice-Chair Prather asks if there is anyone that wishes to speak in opposition of this item.

Mr. Chris Reding, 1226 N Lincoln, 4 houses away from the proposed property, comes to speak on the following:

- Says that the neighborhood was a mixed family neighborhood surrounded by schools.
- Used to not have to worry much about parking, was a great family neighborhood.
- When the stadium was built it started to change the neighborhood since it was so close, people were buying these houses that don't live there so many of these houses sit abandoned except for when people come to party.
- This used to be a neighborhood where you could let your kids walk down the street and knew the neighbors.
- Is conflicted because he believes in a person rights and being about to do what you want with your property, but he urges the Planning Commission to look at how much this neighborhood is changing.
- Although their property has grown in value, he misses the neighborhood feel.

Vice-Chair Prather asks if there are any questions for Mr. Reding; none respond. Vice-Chair Prather closes the public hearing and asks for alternatives.

Ms. Hood advises the commission know that there is also a letter in their packet from another citizen that could not be here but wanted to voice their concerns on this item.

Ms. Hood presents the alternatives, which are:

Alternatives:

1. Approve the Application.
2. Defer for additional discussion.
3. Deny the Application.

Vice-Chair Prather asks for discussion.

Commissioner Williams states that the applicant stated they have not done anything on Airbnb yet, but the letter shows an Airbnb listing for the house.

Vice-Chair Prather requests the applicant back to address this. Mr. Cotter states they had posted it before they were aware a permit was required, however, when they found out they pulled it down and started this process.

Vice-Chair Prather says that's certainly not the first time that's happened.

Commissioner Peters shares that he grew up in this neighborhood at the corner of Graham and Lincoln and it was known as a family neighborhood but there are no sidewalks so if there is a density issue that could affect walking safety.

Commissioner Williams explains that the city has not given them guidelines and it is up to their discretion.

Commissioner Williams and Commissioner Shanahan share that they have been asking for guidance on STR's for 1-2 years now and it has been frustrating.

Commissioner Williams shares that he understands this neighborhood as so many come forward and keep voicing their concerns; and also understands the applicant's point of view, that they want a fair hearing like everyone else got and these investors do add value to the property. Commissioner Williams wants to know how many short term rentals in a neighborhood should be considered enough.

Vice-Chair Prather concurs.

Commissioner Williams suggests that this will be the last one.

Mrs. Kim Payne, Assistant City Attorney reiterates that the subject has been referred to the City Manager's Office for review

Commissioner Shanahan says they have heard that again and again.

Commissioner Williams says they're not pointing fingers at any person, but they don't know how to move forward with STR's.

Vice-Chair Prather states on a pragmatic side things change and with this neighborhood's location in proximity to the university residents must decide whether they are going to continue to stay or if the change is too much for them.

Commissioner Shanahan said although that is true, the Westwood neighborhood was able to get together with the City and implement an overlay district; that was suggested to this neighborhood early on; unsure of their options at this point; and if the planning commission can say no more STRs in this neighborhood.

Ms. Payne advised they can table to a date certain for this issue if they would like some more information.

Ms. Porter comes back to advise that they can table it but the decision for this one will have to be based on the current criteria.

Commissioner Williams responds that he's aware but comments that one of the current criteria for approval is how it affects the character of a neighborhood; asks if they could make a public statement that after this one, they are considering the character of the neighborhood changed and will not accept any more STRs.

Ms. Payne advises that sounds like it might run along the lines of a moratorium.

Ms. Porter confirms that moratoriums are not allowed as a blanket statement from the Commission but they could consider the change in the neighborhood in their decision.

Vice-Chair Prather states he wants to consider both the current neighbors and the property owners rights; and considering the character of a neighborhood is valid but they also need to give weight to personal rights.

Commissioner Williams states he believes the character of a neighborhood is changing but since they can't stop that tonight and based upon the current criteria, will support the request.

Commissioner Williams moves to approve the STR as presented, Commissioner Peters seconds.

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

Time: 23 minutes

- f. SHORT TERM RENTAL (STR-0165), consideration, discussion and possible action, including recommendation approval or denial of an application for a Short-Term Rental from Justin & Cari Bohannon for property addressed as 1603 S. Berkshire Drive in the Single Family Small Lot Residential (RSS) district.

Vice-Chair Prather introduces the item and asks for staff's report.

Ms. Diana Hood presents staff's report and asks the commissioners if they have any questions; none respond,

Vice-Chair Prather asks the applicant to come forward.

Ms. Cari Bohannon, 1013 Cedar Springs Drive Claremore OK, comes to speak on the following:

- This would be their second Air BnB in Stillwater, the other one is in Brookhollow.
- The other one is listed on Air BnB, and they have rules of no parties, two-night minimums .
- For this one, about half of the surrounding properties are not owner occupied.
- This one was a rental when they bought it, it was rented to 4 college kids.
- They felt making it an Air BnB would mean it has less parties since they can enforce the no parties and nighttime hours.
- They have parking for 6 cars at the house.

Vice-Chair Prather asks if they have had to take any action to enforce the rules on the other property. Ms. Bohannon responds they have not, and they also have someone in town who checks on the properties before and after the people arrive and her daughter also lives here in Stillwater.

Vice-Chair Prather asks who her typical renters are. Mrs. Bohannon says typically families, she makes it where she has to approve their stay, it is not an automatic approval so she can look at the reviews of people renting.

Vice-Chair Prather asks what her occupancy rate is. Mrs. Bohannon says this house is a four bedroom so 8 people max.

Vice-Chair Prather clarifies he meant what percentage of the month/year is it rented. Mrs. Bohannon says it's also 8 people and it's not rented very often, a few they have 4-5 nights a month.

Vice-Chair Prather opens the hearing to the public and asks if there is anyone that wishes to speak in favor of this item; none respond. Vice-Chair Prather asks if there is anyone that wishes to speak in opposition of this item; none respond.

Vice-Chair Prather closes the public hearing and invites staff back up to present alternatives.

Ms. Hood presents the alternatives which are:

Alternatives:

1. Accept the application.
2. Defer for additional discussion.
3. Deny the application.

Commissioner Williams says, echoing same thoughts from the last one, they don't see anywhere near as many for this neighborhood and it is already a rental neighborhood which seems a better fit for STR's.

Vice-Chair Prather says there's also no one here to oppose it.

Commissioner Williams says they did receive letters opposing it.

Commissioner Peters says there is always going to be concern with transition and it will continue until they get some guidance.

Commissioner Williams moves to approve the STR as presented Commissioner Peters seconds.

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

Time: 8 minutes

4. MISCELLANEOUS ITEMS FROM STAFF, PLANNING COMMISSIONERS OR CITY ATTORNEY FOR DISCUSSION AND POSSIBLE ACTION:

- a. Minutes for May 7th Meeting.

Vice-Chair Prather asks if there are any changes and/or corrections; none respond.

Commissioner Shanahan moves to approve the minutes as presented, Commissioner Williams seconds .

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

Time: 1 minute

- b. Minutes for June 4th Meeting.

Vice-Chair Prather asks if there are any changes and/or corrections; none respond

Commissioner Williams moves to approve the minutes as presented, Commissioner Shanahan seconds .

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

Time: 1 minute

5. MISCELLANEOUS ITEMS FROM STAFF, PLANNING COMMISSIONERS OR CITY ATTORNEY FOR DISCUSSION AND POSSIBLE ACTION:

- a. Next Regular Meeting is July 9th, 2024

6. ADJOURN

ADJOURNMENT. This regular meeting of the Stillwater Planning Commission was called for adjournment by Commissioner Williams, seconded by Commissioner Peters at approximately 7:56 PM on June 25th, 2024. The next regularly scheduled meeting will be held Tuesday, July 9th 2024 at 5:30 p.m. in the City Commission Hearing Room, Municipal Building, 723 South Lewis Street.

Prepared by – Alexandria Maged, Administrative Assistant
Reviewed by – Cindy Gibson, Administrative Services Manager

Approved by - _____
Stillwater Planning Commission

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF AUGUST 6TH, 2024
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED August 1st, 2024, IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

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

MEMBERS ABSENT

STAFF PRESENT

Brady Moore, Deputy City Manager
Kim Payne, City Attorney
Jacquelyn Porter, City Planner
Diana Hood, Associate City Planner
Joshua Brown, Project Manager
Cindy Gibson, Administrative Services
Staff Absent

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting of the Stillwater Planning Commission to order at 5:30 p.m.

2. GENERAL ORDERS.

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

3. PUBLIC HEARING:

- a. Receive public comment on a request for a SHORT TERM RENTAL (STR-0169), from Ensign Properties of OK c/o Shannon Bleyl for property addressed as 3227 S. Pioneer Street in the Single Family Small Lot Residential (RSS) district. (This item was tabled from the July 16, 2024 meeting.)

Chair Phillips introduces the item and asks staff to present.

Ms. Diana Hood, Associate City Planner, presents the staff report and asks if there are any questions; none respond.

Chair Phillips asks the applicant to present.

Shannon Bleyl, 3227 S Pioneer St., comes to the podium and speaks on the following:

- Lives at the address and specifies that this is more of a midterm rental; plans to rent it out to contract nurses or summer employees; and is not looking for quick turnover
- Owns another property in Cushing; and when her kids are gone for the summer, would like to rent out this property legally and be licensed.

- Stayed at the Cushing location for a month last summer and had a couple staying at this location (not as a rental). However, that didn't go well so she is looking to find a contract nurse for next summer.
- Works at one of the local hospitals so hoping to find someone there.

Commissioner Williams asks if she will be living there as well while renting it. Ms. Bleyl states that she will be living in Cushing, unless she ended up renting to students by the room, in that case she would live there as well.

Vice Chair Prather asks her to elaborate on the one (1) month test she did last summer. Ms. Bleyl stated she knew a newly wed couple that both still had contracts in student housing; while they were looking for a place together, she invited them to bring their trailer to hook up on her property; and they took care of her pets and home while she was working on renovations on the Cushing property, but they did not do a good job.

Ms. Bleyl explains that she has had other Air BnB's and three (3) other rental properties in the past; states she is not new to landlord laws, or vetting tenants; does background checks and is very careful with who she selects; and she even checked to make sure there wasn't any public or private covenants on this property.

Vice Chair Prather asks if 13-week nursing contracts are common. Ms. Bleyl confirms that they are very common especially since covid.

Commission Williams states that the objection letter the Commission received does mention the RV from last summer. Ms. Bleyl confirms that that was probably them, but no money was exchanged so that was not technically a short-term rental; did tell the neighbors that the couple would be staying there short-term so the neighbors would know what was happening; and that way the neighbors could keep an eye on things and call her if there were any problems because she was just in Cushing.

Commissioner Williams comments that another part of the complaint was regarding issues with the people watching the dog and asks if that would not be the case now. Ms. Bleyl responds that she would be taking her dog with her this time as she would not leave her pets for the whole summer.

Commissioner Williams asks what kind of rules she would be implementing with a 13-week rental and if she would be using Air BnB. Ms. Bleyl states that she is hoping to find someone she works with, or though someone she knows and just do a contract with them so there would be a standard lease agreement policy.

Commissioner Williams clarifies that she would not be going through Air BnB as she does not want to come back to clean up after guests. Mrs. Kim Payne, Assistant City Attorney advises that short term rentals are for 30 days and under, therefore, this license would not be applicable to a 13-week rental. Ms. Bleyl responds she was not aware of that; and initially, considering shorter-term rentals but that is not what she would prefer.

Vice Chair Prather states if they didn't approve this it, it wouldn't prevent her from doing the 13-week rental. Ms. Bleyl agrees but states that she would like the option of being able to offer 30 days or less.

Mrs. Payne clarifies that the commission would need to approve this license for her to host for 30 days or less.

Ms. Bleyl says she would like the license just to be compliant with her business.

Vice Chair Prather clarifies that this license is to allow for flexibility. Ms. Bleyl confirms and reiterates that she is not new to being a landlord and wants to make sure everything is done correctly.

Chair Phillips asks the applicant about her previous short-term rentals and if they were in Stillwater. Ms. Bleyl responds no, they were out of State as she moved here in 2015.

Chair Phillips asks about how she handled the upkeep. Ms. Bleyl states that they were duplexes, and she had a property manager that lived in one side and then she rented the other.

Chair Phillips says it does sound like she has good experience on the management end of it; says some of the things the commission usually asks about, that neighbors look for, is not renting to local addresses, minimum age of renter, number of cars, etc. and asks if the applicant will be implementing any of these. Ms. Bleyl responds yes, as she does a full background check with a minimum credit score requirement to make sure they're quality applicants.

Vice Chair Prather inquires about the number of renters she is looking for. Ms. Bleyl clarifies that ideally, she would like four.

Vice Chair Prather asks if her neighbors are aware that her plan is different than a typical short-term rental. Ms. Bleyl responds she has talked to some of them.

Vice Chair Prather asks what the feedback has been. Ms. Bleyl responds that there's some comment on the desire to keep the neighborhood safe and she shares that sentiment.

Chair Phillips opens the hearing to the public and asks if there is anyone who would like to speak in favor of this request; none respond. Chair Phillips asks if there is anyone that wishes to speak in opposition and invites them forward.

The following come to speak:

- Debbie Shawnoki, 1003 W 33rd
- John Straw, 3011 W 33rd

The following are comments shared:

- Would like to know that someone will be keeping up the yard.
- Would like to know what the process is if there are any concerns.
- Is concerned about the safety aspect.

Chair Phillips asks if there are is anyone else that wishes to speak in opposition; none respond. Chair Phillips invites the applicant back up to address the questions.

Ms. Bleyl returns to the podium and thanks them for their concerns and states that she thinks it would be a good idea to add a clause to the lease agreement requiring they keep up the yard. Ms. Byle continues

by stating if there are any concerns about the tenants, the neighbors are welcome to text her as she is responsive and 19 miles away; and as for safety, a thorough background check is really the best any landlord can do but if she finds out anything once they move in, she'll get them out fast.

Chair Phillips closes the public hearing and asks staff to explain the options neighbors have to voice complaints to the City.

Mr. Payne advises if it is a lawn or trash issue, it can go through code enforcement; or if it is an issue with the tenant, they can go through PD or the City Clerk.

Ms. Hood comments if there are consistent issues with a short-term rental on record it will be reviewed and the license potentially revoked.

Dianna Hood Presents the alternatives:

1. Approve the Application.
2. Defer for additional discussion.
3. Deny the Application.

Vice Chair Prather motions to approve the request for the short term rental. Commissioner Williams Seconds.

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

Time: 17 minutes

- b. Receive public comment regarding a request from Series 7 of Gofourth Murray Properties, LLC. for a Map Amendment (MA24-08), to rezone property addressed as 320 South Walnut Street from Small Lot Single Family Residential (RSS) to Two-Family and Multi-Family Residential (RTM).

Chair Phillips introduces the item and ask for staff's report.

Jacquelyn Porter, City Planner, presents the item.

Commissioner Shanahan comments that having the zoning more clearly identified in their packets would be helpful.

Chair Phillips asks for clarification on how many lots are being highlighted on their map. Ms. Porter clarifies it is one address containing multiple (4) lots.

Chair Philips invites the applicant up to present.

Mr. Arron Fergeson, Bancroft Design, 923 S Lowry comes to speak on the following:

- States that there are not currently plans for the development of this property, this rezoning is for projected future development.
- States that there is similar zoning nearby and the zoning across the street is actually higher density than what they're requesting.

Commissioner Shanahan asks if the map amendment would bring the property in to being more compatibility with the surrounding density. Mr. Fergeson confirms that this is increasing the density but not to the extent of the density to the east; and shares that the property owner also owns the properties to the north.

Commissioner Shanahan asks if those properties are owner occupied or rentals. Mr. Fergeson says he would assume they are rentals as one person owns all of them.

Chair Phillips shares that she takes this route to work and believes it is mostly rentals.

Vice Chair Prather asks if they change this to RTM and then the owner decides they want to build a single-family home, would they have to re-do this process. Mrs. Kim Payne, Assistance City Attorney confirms they would have to request another map amendment to re-zone it back to RSS.

Chair Phillips asks if by granting this map amendment on a property that already has a single-family residence would that make this lot non-compliant. Mrs. Payne responds yes, it would make it legally non-conforming.

Vice Chair Prather asks what the ramifications of that are. Ms. Porter states that if a property is vacant for over 90 days it needs to be brought into code compliance, but there is no one really enforcing that.

Mrs. Payne adds that if they took down the single-family home, they would not be able to put one back up, they would need to come back to rezone or build to the amended standards.

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

William Stockhold, 324 S Orchard St., comes to speak on the following:

- Is concerned that he does not know what will be going in as he does not want an apartment complex in his back yard and would like to know what this zoning would entail.

Ms. Porter shares a sheet that has the bulk building requirements such as height, set back requirements and lot coverage. (Stillwater Code of Ordinances Sec. 23-139)

Mr. Stockhold asks how many homes the developer can put on this lot with this zoning. Chair Phillips helps explain that there would be a limit of 6ish units and that with the lot size and requirements it would restrict what can be built there.

Mr. Stockhold shares concerns that parking lots are allowed in this district and that he does not want that in his backyard; and asks if the Commission is able to approve the map amendment with the condition that it not a parking lot. Chair Phillips states they could not as that would be a Use-By-Right of the zoning.

Chair Phillips closes the public hearing and asks the applicant's representative back up to answer questions.

Mr. Fergeson addresses the concern of the parking lot by sharing that he does know the applicant plans to build something residential.

Vice Chair Prather asks if he knows the actual dimensions of the lot as opposed to the acreage which is what they have listed. Mr. Fergeson says he does not.

Vice Chair Prather states he believes that the calculation for the square footage falls short of the requirements listed in the bulk standards; points out that the minimum lot width and minimum lot depth do not equal the minimum lot area.

Ms. Porter verifies that the lots' total square footage would be short, but the dimensions would work, and the discrepancy is due to incorrect wording in the code.

Chair Phillips reviews the math and says she believes the minimum is not necessarily the total of the width and depth but a separate requirement.

Chair Philips shares that since the total square footage is short, she is hesitant to grant the zoning request for such a small lot even if she thinks the step-down zoning is appropriate for this area.

Commissioner Williams says he would feel better about granting this change if he knew what was going to go there.

Mrs. Payne points out what they are deciding on is if the property meets the zoning requirements not what is going there because the use could always change down the line. Commissioner Williams says he understands.

Chair Phillips tries to go over the math again for what could fit here with the rezoning and believes it would be very limited.

Mr. Stockhold requests to ask an additional question from the audience and inquires how many addresses and lots this really is.

Mrs. Payne explains it is one address that has 4 lots.

Chair Philips reiterates that with the parcel being smaller than the current minimum square footage for the zoning requirements, believes the buffer zoning in this area is a good idea, however, does not think this piece of property, as is, meets the qualifications.

Chair Phillips asks for staff to present findings and alternatives.

Ms. Porter presents:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. Two-Family and Multi-Family District (RTM) is located in the vicinity to the southeast along with RMI to the east with various high-density further east of the subject properties.
3. The Comprehensive Plan calls for Low Density Residential for the subject properties' location.

Alternatives:

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

Chair Philips moves to deny the application based on the fact that minimum lot size is not met. Vice Chair Prather seconds the motion.

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

Time: 29 minutes

4. MEETING SUMMARY FOR REVIEW AND POSSIBLE ACTION

- a. July 9th, 2024

Chair Phillips asks if there are any changes and/or corrections; none respond.

Commissioner Williams motioned to approve the minutes as presented, Commissioner Peters seconds.

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

Time: 2 minutes

- b. July 16th, 2024

Chair Phillips comments that there is a needed correction on spelling of her name on page 3.

Commissioner Williams motioned to approve the minutes as amended, Commissioner Peters seconds.

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

Time: 2 minutes

5. MISCELLANEOUS ITEMS FROM STAFF, PLANNING COMMISSIONERS OR CITY ATTORNEY FOR DISCUSSION AND POSSIBLE ACTION:

- a. City Attorney's office has an announcement regarding an agenda set for Monday, October 28th, 2024, to discuss short term rentals with City Council. The format of that meeting is still being discussed but if the Commission would like to attend, they should add it to their calendars.

Vice Chair Prather asks if this will let them address previously filed complaints if anyone has been filing complaints on the short-term rentals.

Mrs. Payne states that there have been complaints. The Attorney's Office has compiled all of them and will have a presentation that will present all the data they have. The meeting will be in the evening, but the time has not been set.

b. The next regular meeting is August 20th, 2024

6. ADJOURN

ADJOURNMENT. This regular meeting of the Stillwater Planning Commission was called for adjournment by Commissioner Williams, seconded by Commissioner Peters at approximately 6:21 PM on August 6th, 2024. The next regularly scheduled meeting will be held Tuesday, August 20th, 2024 at 5:30 p.m. in the City Commission Hearing Room, Municipal Building, 723 South Lewis Street.

Prepared by – Alexandria Maged, Administrative Assistant

Reviewed by – Cindy Gibson, Administrative Services Manager

Approved by - _____
Stillwater Planning Commission

**STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF OCTOBER 1, 2024
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED September 27, 2024 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET**

MEMBERS PRESENT

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

MEMBERS ABSENT

Mark Prather, Member
Mike Shanahan, Member

STAFF PRESENT

Kimberly Payne, Assistant City Attorney
Jacquelyn Porter, City Planner
Joshua Brown, Project Manager
Cindy Gibson, Administrative Services
Alexandria Maged, Administrative Assistant
Staff Absent

1. CALL MEETING TO ORDER.

Chair Phillips called the meeting of the Stillwater Planning Commission to order at 5:30 p.m.

2. ELECTION OF CHAIR

Chair Phillips asks for nominations. Commissioner Williams nominates Jana Phillips as Chair and Commissioner Peters supports nomination.

Commissioner Williams motions to reelect Jana Phillips as Chair, Commissioner Peters Seconds.

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

Time: 1 minute

3. ELECTION OF VICE CHAIR

Chair Phillips nominates Riley Williams as Vice-Chair and Commissioner Peters supports nomination.

Chair Phillips motions to elect Commissioner Williams as Vice Chair, Commissioner Peters Seconds.

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

Time: 1 minute

4. PUBLIC HEARING

- a. Receive public comment regarding a request from Progressive Development Corp., LLC, for a MAP AMENDMENT (MA24-10) to rezone property addressed as 1002 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.

Jaqueline Porter, City Planner presents the item and asks if there are any questions for staff; none respond.

Chair Phillips invites the applicant's representative to speak.

Mr. Stephen Gose, Gose & Associates, 113 E 8th Ave. comes to the podium:

- Here on behalf of the applicant.
- Staff presentation covered the item sufficiently.
- Comments that as this area develops, the applicant is trying to be able to utilize these properties more in line with the Commercial Business zoning that is already in the proximity.

Chair Phillips asks if there any questions; none respond.

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

Mr. Griffin Pivateau, 1104 S Husband, comes to speak on the following:

- Lives one block down from subject property.
- Believes this area has great residential charm with the library, community center, and downtown close by.
- Feels the area has already been harmed by the businesses coming in down the street.
- Thinks by developing Husband it is preventing the development of Main St. which is one street over.
- Believes since Main St. is wider and has more parking it is better suited for business development.
- Since Husband St. is not as wide, the increase in parking there has essentially turned it into a one-way street.
- Residents have invested in this area and changing it to business will mitigate that investment.

Chair Phillips invites the applicant's representative back up to address some of the points raised.

Mr. Gose responds that they understand the residents' concerns about commercial business coming to the area, but the Stillwater Comprehensive Plan had projected this area to become commercial years ago; and with this projection, it encourages commercial businesses to come invest in this area.

Vice Chair Williams asks if the applicant is planning on keeping the existing building there for commercial business. Mr. Gose confirms that all the discussions with the developer indicates that they plan on using the exiting building; explains that the Payne County Democrats have been meeting there and that is what spurred this application, to allow a meeting area to be a use by right; and the applicant has a lot of other properties in this area and likes to reuse and preserve existing architecture if possible.

Chair Phillips asks if any onsite parking would be developed. Mr. Gose says with the Commercial Business district zoning there are not parking requirements, but the next item on the agenda is map amendment is being brought forward to put in additional parking for this area; and comments that the City is currently working on ways to add more parking to this area.

Chair Phillips asks if there are any further questions from the commissioners; none respond. Chair Phillips closes the public hearing and asks staff to present findings and alternatives.

Ms. Porter presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. Commercial Business located adjacent to the property across West 10th Avenue.
3. The Comprehensive Plan calls for commercial uses in this area.

Alternatives:

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

Commissioner Peters comments that with Block 34 coming, there is going to be continued desire for commercial development in this area; and believes that with Main St. being one block north, the proximity of this area makes it more desirable for commercial businesses.

Vice Chair Williams points out that this item and the next item on the agenda block in a residential address on either side and is wondering what the landscaping or screening requirements would be. Mr. Porter returns to explain that any business that went in would trigger the requirements for screening between a commercial and residential district.

Vice Chair Williams states that he agrees with Commissioner Peters, that it looks like this area is going to have more and more upcoming commercial development.

Chair Phillips comments that she also agrees and states that the Comprehensive Plan projected this area to be commercial 20 years ago and these recent developments are starting to show that forethought come into play.

Vice Chair Williams motions to approve the Map Amendment as presented, Commissioner Peters seconds.

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

Time: 15 minutes

- b. Receive public comment regarding a request from Progressive Development Corp., LLC on behalf of Outer Banks, LLC for a MAP AMENDMENT (MA24-11), to rezone property addressed as 1010 S. Husband Street from Two-Family Residential (RT) to Commercial Business (CB) district.

Jaqueline Porter, City Planner presents the item and asks if there are any questions for staff; none respond.

Chair Phillips invites the applicant's representative to present.

Mr. Stephen Gose, Gose & Associates, 113 E 8th Ave. comes to the podium:

- Is here on behalf of the applicant.
- Reiterates the reasons from the first item
- Mentions that with the redevelopment, the buildings and surroundings will all be brought up to city standards.

- Additionally, on similar projects the City requires them to make improvements to the adjoining alley as well, all the way up to the nearest street corner, so they would be improving the local infrastructure as well.

Commissioner Peters noted that he has seen that the home on this address is already off the foundation. Mr. Gose confirms the applicant likes to save the homes while redeveloping if he can, so there are probably plans for the home to go elsewhere.

Chair Phillips asks if there are any questions for the applicant's representative; none respond.

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

Mr. Griffin Pivateau, 1104 S Husband, come to speak on the following:

- Would like to reiterate his previous sentiments.
- Requests that the commission consider pushing this inevitable development further towards City Hall where there is already more parking infrastructure in place.
- States that with the recent traffic and parking increase in this area, not only is it a hinderance to the residence but he does not believe emergency vehicles would be able to get through.

Chair Phillips closes the public hearing and asks staff to present find findings and alternative.

Ms. Porter presents findings and alternatives, which are:

Findings:

1. The Land Development Code allows for rezoning of land via Map Amendments.
2. Commercial Business located in the vicinity to the north of the subject property across West 10th Avenue.
3. The Comprehensive Plan calls for commercial uses in this area.

Alternatives:

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

Commissioner Peters reiterates that this has the same challenges as the previous property, and although he has sympathy for the residents, the changes in the neighborhood have been planned for 20 years.

Chair Phillips comments about that there has been an increase in parking around these street corners and if a citizen sees obstructions, they should reach out to local authorities so that the violators can be ticketed or towed if they are blocking safe access for emergency vehicles; and mentions again that the City does have options for citizens to request that the City limit parking to one side of the street if a street becomes too narrow from continual use of on street parking.

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

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

Time: 10 minutes

5. REPORTS FROM OFFICERS AND BOARDS:

- a. Review and approval of the Planning Commission 2025 meeting schedule.

Chair Phillips asks if there are any comments or concerns regarding the 2025 meeting schedule; none respond.

Commissioner Peters moves to accept the proposed schedule, Vice Chair Williams seconds.

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

Time: 1 minute

6. ADJOURN

ADJOURNMENT. This regular meeting of the Stillwater Planning Commission was called for adjournment by Commissioner Peters, seconded by Vice Chair Williams at approximately 5:57 PM on October 1, 2024. The next regularly scheduled meeting will be held Tuesday, October 15, 2024 at 5:30 p.m. in the City Commission Hearing Room, Municipal Building, 723 South Lewis Street.

Prepared by – Alexandria Maged, Administrative Assistant

Reviewed by – Cindy Gibson, Administrative Services Manager

Approved by - _____
Stillwater Planning Commission