



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

DECEMBER 2, 2024

723 S. Lewis Street, Room 1122 B

Stillwater, OK 74074

5:30 PM

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

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

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

a.	Approve November 18, 2024 regular and executive session meeting minutes		
b.	Approve the budget amendment to accept the donation from Sigma Alpha Epsilon in the amount of \$725 to be used for Stillwater Fire Department training.	CC-24-133	Terry Essary
c.	Award Bid #49-2024, 10th Avenue & Husband Street On-Street Parking Project; for a unit price contract with North Central Construction Co. for \$70,298; authorize total construction expenditures not to exceed \$85,000 which includes construction, testing and contingency; authorize the City Manager to execute contracts	CC-24-134	Travis Small

	and related documents; and approve associated budget amendments.		
d.	Approve contract with Oklahoma Department of Libraries for grant funds in the amount of \$100,000 for the Stillwater Public Library to purchase and provide eMedia resources on the Oklahoma Virtual Library Consortium; authorize the City Manager to execute the contract; approve budget amendments reflecting receipt and expenditure of the funds; and authorize a sole source purchase in the amount of \$100,000 of the downloadable content from Overdrive.	CC-24-135	Stacy Delano

4. Public Comment on Items not Scheduled for Public Hearings

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

5. Items Removed from the Consent Docket

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

6. Public Hearings

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

a.	Receive public comment regarding a request from Wargo, LLC for a Map Amendment to rezone property addressed as 1324 E. 6th Avenue from Commercial General (CG) to Commercial Shopping (CS) district.	CC-24-136	Jacquelyn Porter
b.	Receive public comment regarding a request from Wargo, LLC for a Planned Unit Development 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.	CC-24-137	Jacquelyn Porter

7. General Orders

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

specifically states that no action will be taken. The requested action is indicated in each agenda entry but may be amended or revised prior to action by the City Council.

a.	Approve the Master Lease Agreement with Enterprise Fleet Management, Inc. to lease City fleet vehicles; approve budget amendments appropriating funds for lease and aftermarket equipment/installation payments totaling \$250,000; and authorize the City Manager to sign related documents.	CC-24-138	Christy Cluck
b.	Envision Stillwater 2045 Comprehensive Plan Update	CC-24-139	Dawn Warwick-Freese & Nichols, Jacquelyn Porter

8. Ordinances

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

Second Read

a.	ORDINANCE NO. 3546: AN ORDINANCE APPROVING AND ADOPTING THE STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN AND SUPPORTING INCENTIVE DISTRICTS, PURSUANT TO THE OKLAHOMA LOCAL DEVELOPMENT ACT; IDENTIFYING AND ESTABLISHING SIX INCENTIVE DISTRICTS; DESIGNATING AND ADOPTING PROJECT AREA AND INCENTIVE DISTRICT BOUNDARIES; DEFERRING THE NUMERICAL DESIGNATIONS AND EFFECTIVE DATES FOR THE INCENTIVE DISTRICTS; ADOPTING CERTAIN FINDINGS; AUTHORIZING THE CITY OF STILLWATER AND THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE STILLWATER PLANNING COMMISSION; APPROVING AND ADOPTING A TAX INCENTIVE AGREEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY
b.	ORDINANCE NO. 3550: AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, OFFICERS AND EMPLOYEES, BY REPEALING SECTION 2-552, COLLECTIVE BARGAINING UNIT AGREEMENTS IN ITS ENTIRETY.

9. Appointments

a.	Stillwater Medical Center Authority	CC-24-140	Staff
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10. Reports from Officers and Boards

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

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

11. Questions and Inquiries

12. Executive Session

a.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.
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13. Return From Executive Session

a.	Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.
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14. Adjourn

On November 27, 2024 at 8:30 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED NOVEMBER 14, 2024 AT 2:30 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
NOVEMBER 18, 2024**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

a. Small Business Saturday

Mayor Joyce read the proclamation declaring November 30, 2024 Small Business Saturday in Stillwater. Chamber of Commerce President Alane Zannotti and Visit Stillwater Director Cristy Morrison accepted the proclamation.

4. CONSENT DOCKET

- a. Approve November 4, 2024 regular and executive session meeting minutes
- b. Approve 2025 City Council meeting schedule
- c. Approve a Task Order Agreement with Benham Design, LLC and Task Order 1 for \$267,650; authorize the City Manager to sign the related documents; authorize total expenditures in the amount of \$294,420 from Transportation Sales Tax Fund; and authorize the related budget amendment.
- d. Approve budget amendment to expend funds in the fire fund account to cover the costs associated with the engine replacement for Fire Engine 2 for a total of \$88,000.
- e. Award Bid #45-2024 for vehicle and equipment parts to O'Reilly Automotive Store, Inc., dba O'Reilly Auto Parts, authorize purchase from NAPA Auto Parts statewide contract #SW0307A, authorize expenditures up to \$300,000 and authorize the City Manager to sign all related documents.
- f. Approve the IT server, storage, and software upgrades via Statewide Contract SW1020D for annual lease payments of \$183,950; approve \$49,998 for the annual software subscription; approve budget amendments appropriating funds for lease and subscription payments totaling \$141,973 for the remainder of FY24-25; and authorize the City Manager to sign related lease and subscription agreements.
- g. Approve budget amendments to close the Indoor LED Light Replacement Grant project
- h. Approve budget amendments to unappropriate funds previously appropriated to provide match for FAA ATP grant application.

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

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. GENERAL ORDERS

a. Stillwater History Museum Association Update

Stillwater History Museum Director Catarina de Arujo presented an overview of the variety of programs, attendance, number of volunteers and multi-generational teaching that occurred at the Stillwater History Museum over the last quarter.

8. RESOLUTIONS

a. Resolution No. CC-2024-37: A resolution discontinuing the Parking Permit Program for designated permit parking in the City of Stillwater parking lot located on Lewis Street between 7th Avenue and 8th Avenue known as Parking Lot 701; and providing an effective date

City Attorney Kimberly Carnley reported that this resolution relates to the City owned and operated public parking lot right in front of City Hall located on Lewis Street between 7th & 8th Avenue known as Parking Lot 701. Since 2011, the City has had a parking permit program for 23 spaces in that lot which by agreement allows parking privileges in a designated spot Monday through Friday from 7:30am to 5:30pm. The current program renews on a six-month basis at a rate of \$120 per six months. The rate is well below market value for permitted parking in the area. Ms. Carnley stated that City staff has been reviewing this parking permit program in connection with the long-term parking improvements to the downtown area. Staff is recommending discontinuance of the permit program as in the best interest of the City in order to increase the number of non-restricted parking spaces in the public lot for residents and visitors to the area. Ms. Carnley reported that notices that staff has been reviewing the program and the permits may not be renewed were sent to permit holders during renewal in May 2024 and November 2024. Most recently, the City sent a 5-day courtesy notice to permit holders that this item would be on the November 18, 2024 agenda for City Council consideration and possible action to discontinue the permit program. Ms. Carnley stated that approval of this resolution will discontinue the parking permit program in Lot 701 with an effective date of June 1, 2025, which will allow permit holders an additional six months to plan accordingly.

Ms. Carnley answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2024-37 AS PRESENTED.

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

9. ORDINANCES

a. First Reading

Ordinance No. 3550: An ordinance amending Chapter 2, Administration, Article V, Officers And Employees, by repealing Section 2-552, Collective Bargaining Unit Agreements in its entirety.

City Attorney Kimberly Carnley reported that this ordinance proposes to repeal Section 2-552 of the City Code in its entirety. This section provides that terms and conditions of any agreement with labor organizations requires City Council approval. She stated that State law governs the process for collective bargaining and by Resolution 2024-1 this City Council has exercised its legislative authority to implement the State law procedures and designate the City Manager as the corporate authority for purposes of collective bargaining which aligns with both the statutory process and the powers vested exclusively with the City Manager through the City Charter. Ms. Carnley stated that she is recommending repeal of this section for two reasons: one, the section is not needed because State law governs the process for negotiations and contracting and two, because repealing the section ensures that avoiding any unintended ambiguity that may arise because of this section.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3550 TO SECOND READ AS PRESENTED.

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

10. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:

- i. Request for an executive session pursuant to 25 O.S. § 307 (B)(4) of the Open Meeting Act for the purpose of confidential communications between the City Council and its attorney concerning Claire Hosterman v. City of Stillwater, Oklahoma, et al, United States District Court, Western District, Oklahoma; Case No. CIV-24-976-SLP. It is the opinion of counsel that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.
- ii. Request for an executive session pursuant to 25 O.S. § 307(B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.

b. Miscellaneous items from the City Manager:

- Interim City Manager Brady Moore reminded residents that the Stillwater Municipal Building will be closed on Thursday, November 28, for Thanksgiving Day, and Friday, November 29, to give staff an opportunity for more time with loved ones. The City encourages everyone to plan ahead for any City services that may be needed during the holiday closure. City staff wish Stillwater residents and those in surrounding communities a safe and joyful Thanksgiving filled with family, friends, health and happiness.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that the City is accepting applications for various committees including the Board of Drainage Appeals, Stillwater Reinvestment Plan Implementation Policy Committee, (also known as the Downtown TIF #3), and the Board of Adjustments. Committees are essential for increased development and infrastructure projects within our community. If anyone would like to get involved in the local government and help make Stillwater even greater, please consider serving on one or more of these committees.

- Councilor Clark announced that the holiday season is upon us, and Downtown Stillwater is ready to welcome families and friends to enjoy a variety of festive activities that highlight the charm and spirit of our community. Beginning November 30, from 5 to 8 p.m., residents and visitors can take a carriage ride through Downtown Stillwater. Pick-up and drop-off will be at Chris Salmon Plaza. On Thursday, December 5, Downtown will host one of our most anticipated holiday traditions:

- ✓ Starting things off with candy at 6:30 p.m.
- ✓ The Parade of Lights begins at 7 p.m.
- ✓ And conclude the evening at Chris Salmon Plaza, with lighting the community holiday tree and skit from Town & Gown Theater.

Another great event is the “Our Holiday Heroes and the Holiday Drone Show” on Saturday, December 14. Grab a cup of hot cocoa and connect with first responders from 6 to 8 p.m. and enjoy the Holiday Drone show at 7:45 p.m.

- Councilor Clark also thanked everyone that helped with the Washington School Clean-up Day on Saturday, November 16.
- Councilor Hawkins announced that the annual Stillwater Community Thanksgiving Dinner will be on Thursday, November 28, at the First United Methodist Church, located at 400 W. 7th Avenue. Enjoy a free, delicious meal served in-person from 11 a.m. to 12:30 p.m. For those unable to join in person, to-go meals will be available beginning at 12:30 p.m. This tradition is a great opportunity to share food, friendship, and community. If you would like to donate or volunteer, visit the Stillwater Community Thanksgiving Dinner Facebook page for more information or call (405) 714-9824.
- Vice Mayor Dzialowski encouraged residents to celebrate the holidays in Stillwater by shopping, dining, and staying local. From November 23, through January 5, every \$50 spent earns one entry into the 2024 Fly Home for the Holidays giveaway. Any entries can win gift cards for American Airlines and travel through Stillwater Regional Airport (SWO). Five lucky winners will be randomly selected on January 15, 2025, with confirmation on January 21, 2025.
- Mayor Joyce stated that the holiday season means more packaging, wrapping paper, and other items for trash and recycling than any other time of year. During the weeks of Thanksgiving and Christmas, trash, recycling, and yard waste collection will be delayed by one day. Let’s do our part to recycle properly. Resident’s efforts make a big difference, and City staff truly appreciates the support of the waste management customers. Please also note that the Convenience Collection Center will be closed on City-observed holidays.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. EXECUTIVE SESSION

- a. Confidential communications between City Council and its attorney concerning Claire Hosterman v. City of Stillwater, Oklahoma, et al, United States District Court, Western District, Oklahoma; Case No. CIV-24-976-SLP.
- b. Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 5:50 P.M.

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

Stillwater City Council meeting recessed at 5:50 p.m. to convene the Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 5:52 p.m.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ENTER INTO EXECUTIVE SESSION AT 5:52 P.M.

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

13. RETURN FROM EXECUTIVE SESSION

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:17 P.M.

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

- a. Possible action concerning Claire Hosterman v. City of Stillwater, Oklahoma, et al, United States District Court, Western District, Oklahoma; Case No. CIV-24-976-SLP.

No action was taken on this item.

- b. Possible action regarding the employment, appointment, promotion, demotion, disciplining or resignation of Interim City Manager Brady Moore.

No action was taken on this item.

14. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE NOVEMBER 18, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The November 18, 2024 regular meeting of the Stillwater City Council adjourned at 8:17 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED NOVEMBER 14, 2024 AT 2:30 P.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
COUNCIL HEARING ROOM
723 S. LEWIS
STILLWATER, OK 74074
NOVEMBER 18, 2024
5:52 P.M.**

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

- a. Confidential communications between the City Council and its attorney concerning Claire Hosterman v. City of Stillwater, Oklahoma, et al, United States District Court, Western District, Oklahoma; Case No. CIV-24-976-SLP.

Discussion was held regarding pending litigation concerning Claire Hosterman v. City of Stillwater, Oklahoma, et al, United States District Court, Western District, Oklahoma; Case No. CIV-24-976-SLP pursuant to 25 O.S. § 307 (B)(4)

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

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

The Executive Session concluded at 8:17 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 2, 2024



Agenda Item:	3.b. CC-24-133
Previous/Related Action:	
Background/Issue:	Sigma Alpha Epsilon (SAE) has donated a check totaling \$725.00 to the Stillwater Fire Department to be utilized for training purposes.
Proposal/Solution:	Accept the donation of \$725.00 from the SAE House.
Financial Source/Impact:	The donation will be used to pay for costs associated with training courses.
Related Strategic Priority:	#3 SAFE COMMUNITY #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Approve the budget amendment to accept the donation in the amount of \$725.00 to be used for training.
Prepared By:	Terry Essary, Fire Chief
Reviewed By:	Terry Essary Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. BA FD donation SAE



Budget Amendment Request
For Budget Year 2025

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449
Office: 405.372.0025
Web: stillwater.org

Date: 11/19/2024

Department: Fire

Requested by: Terry Essary

Explanation: Revenue:
Increase revenue projection to reflect a donation to the Fire Department for training.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donation	1016510 - 48701	25FD01101	\$ 0	\$ 725	\$ 725
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 725

Reviewed by Department Manager: [Signature]

Date: 11-19-24

Reviewed by Finance: Cheryl Cluck

Date: 11-19-24

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 11/19/2024

Department: Fire

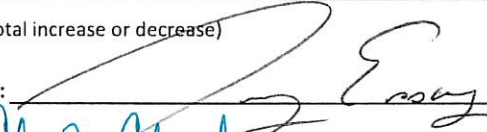
Requested by: Terry Essary

Explanation: Expenditure:
Appropriate funds for training funded by a donation.

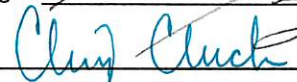
	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donation	1016510 - 53055	25FD01101	\$ 0	\$ 725	\$ 725
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 725

Reviewed by Department Manager: 

Date: 11-19-24

Reviewed by Finance: 

Date: 11-19-24

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 2, 2024



Agenda Item:	3.c. CC-24-134														
Previous/Related Action:	CC-24-57: May 8, 2024, Task Order for 10th Avenue and Husband on-street parking														
Background/Issue:	• The City has identified a need to add angled parking along the south side of 10th Avenue between Husband and the alleyway to increase public on-street parking. • Task Order No.1 was approved on May 8, 2024 with the design consultant, Gose & Associates, to provide design, bidding and construction administration services for the project.														
Proposal/Solution:	• Staff worked with the design consultant to complete the plans and contract documents for bidding. • The project was advertised for bids on October 19, and October 26, 2024. • Bids were opened on November 13, 2024. The bids are as follows: <table><tr><th>Entity</th><th>Base Bid (\$)</th></tr><tr><td>Engineer's Estimate</td><td>\$83,342.50</td></tr><tr><td>North Central Construction Co.</td><td>\$70,298.00</td></tr><tr><td>LOPP Construction, LLC</td><td>\$85,364.84</td></tr><tr><td>MK Excavation, LLC</td><td>\$87,822.50</td></tr><tr><td>Rudy Construction Co.</td><td>\$110,775.00</td></tr><tr><td>Ellsworth Construction OKC, LLC</td><td>\$139,934.78</td></tr></table> • Staff and the design consultant have reviewed the bids and recommend the project be awarded to North Central Construction Co. for the construction bid price of \$70,298.00	Entity	Base Bid (\$)	Engineer's Estimate	\$83,342.50	North Central Construction Co.	\$70,298.00	LOPP Construction, LLC	\$85,364.84	MK Excavation, LLC	\$87,822.50	Rudy Construction Co.	\$110,775.00	Ellsworth Construction OKC, LLC	\$139,934.78
Entity	Base Bid (\$)														
Engineer's Estimate	\$83,342.50														
North Central Construction Co.	\$70,298.00														
LOPP Construction, LLC	\$85,364.84														
MK Excavation, LLC	\$87,822.50														
Rudy Construction Co.	\$110,775.00														
Ellsworth Construction OKC, LLC	\$139,934.78														
Financial Source/Impact:	Funding transferred from SEDA-Tax Increment Financing District #3 to City's Capital Fund.														
Related Strategic Priority:	#4 CONNECTED SPACES														

Recommended Action/Motion:	Staff recommends a motion to: • Award and approve a unit price contract to North Central Construction Co. for \$70,298.00; • Authorize total construction expenditures not to exceed \$85,000.00 which includes construction, testing and contingency; • Authorize the City Manager to execute contracts and related documents; and • Approve attached budget amendments.
Prepared By:	Travis Small, Division Manager Transportation & Drainage
Reviewed By:	Candy Staring Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. BA 10th & Husband on-street parking

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 12/02/2024

Department: Transportation

Requested by: Candy Staring

Explanation:

Revenue:

Appropriate funds for the award of the 10th & Husband On-Street Parking project to include 15% contingency. Funding transferred from SEDA-TIF#3 Fund to City's Capital Fund. \$80,800 to cover Contractor contract (\$70,298) as well as 15% contingency (\$10,502) and \$4,200 for testing.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	1050000 - 61000		\$ 0	\$ 85,000	\$ 85,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 85,000

Reviewed by Department Manager: Candy Staring

Date: 11/21/2024

Reviewed by Finance: Cheryl Cluck

Date: 11-21-24

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025

Web: stillwater.org

Date: 12/02/2024

Department: Transportation

Requested by: Candy Staring

Explanation:

Expenditures:

Increase budget appropriations for the award of the 10th & Husband On-Street Parking project to include 15% contingency. Funding is from TIF#3 funds. \$80,800 to cover Contractor contract (\$70,298) as well as 15% contingency (\$10,502) and \$4,200 for testing.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	10th & Husband On-Street Parking	1054035 - 54009	24TR07105	\$ 0	\$ 80,800	\$ 80,800
	10th & Husband On-Street Parking	1054035 - 54020	24TR07105	\$ 0	\$ 4,200	\$ 4,200
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 85,000

Reviewed by Department Manager: Candy Staring

Date: 11/21/2024

Reviewed by Finance: Cheryl Chuch

Date: 11-21-24

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 2, 2024



Agenda Item:	3.d. CC-24-135
Previous/Related Action:	The Stillwater Public Library Board approved the \$100,000 grant contract with ODL for the purchase of e-materials for Oklahoma Virtual Library on 11-19-24.
Background/Issue:	The Oklahoma Department of Libraries (ODL) granted \$100,000 in Institute for Museum and Library Services funds to the library for the purchase of downloadable material for the Oklahoma Virtual Library (OKVL) Consortium. OKVL is the platform created in 2011 and administered by the Stillwater Public Library for the purchase and sharing of downloadable material by small and mid-sized libraries across Oklahoma. The platform is powered by Overdrive, which also is the vendor for the material.
Proposal/Solution:	Use the \$100,000 in grant funds to purchase downloadable materials from Overdrive for use on the Overdrive-powered OKVL platform.
Financial Source/Impact:	The budget amendments reflect an increase to the federal grant revenue account by \$100,000 and a corresponding increase to the grants expenditure account. Because OKVL platform is based on Overdrive and because the library administers the service, not approving the sole source authorization would result in not receiving the \$100,000 grant.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve contract with Oklahoma Department of Libraries for grant funds in the amount of \$100,000 for the Stillwater Public Library to purchase and provide eMedia resources on the Oklahoma Virtual Library Consortium; authorize the City Manager to execute the contract; approve budget amendments reflecting receipt and expenditure of the funds; and authorize a sole source purchase in the amount of \$100,000 of the downloadable content from Overdrive.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. ODL.eMediaKx.F-25-74
2. BA.eMediagrant.12.2.24.signed
3. SSA.Overdrive.f-25-74

CONTRACT
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES
AND CITY OF STILLWATER/STILLWATER PUBLIC LIBRARY

I. CONTRACTING PARTIES

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and City of Stillwater/Stillwater Public Library, (Contractor), collectively known as the Parties.

II. TERM OF THE CONTRACT

This Contract shall begin on the date of execution and shall terminate on December 1, 2025.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

III. OBLIGATIONS OF THE CONTRACTOR

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Purchase e-books, audiobook materials or digital magazines as agreed upon among members of the Oklahoma Virtual Library Consortium, the Contractor acting as their agent. Any subscriptions must end by September 30, 2025.
- b. Survey Consortium member libraries for their evaluation of the content purchased and user value within their community
- c. Survey the public regarding their evaluation of user value.
- d. Agree to and sign the *LSTA Terms and Conditions Agreement*.
- e. Publicize receipt of LSTA grant and project activities in at least three formats (newspaper, social media, website, presenter, etc.) to reach a minimum of 500 community members.
- f. Reference the Institute of Museum and Library Services (IMLS) and ODL in all publicity.
- g. Collect required statistics and maintain copies of all related print information.
- h. Expend funds by September 30, 2025.
- i. Submit the Final Report to the Department by November 1, 2025. The report will include a Narrative, Expenditure Report, and Programs and Statistics Report.

IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payment to the Contractor upon receipt of notarized claim form.
- c. Review and approve the Final Report.

V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **One Hundred Thousand Dollars (\$100,000)** to provide EMedia resources on the Oklahoma Virtual Library Consortium.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. Any deviations from the approved budget must be approved by the Department.
- b. Payment will be made via electronic deposit within 45 days of receipt of the notarized claim form.
- c. The Contractor assures that expenditures under this Contract will be included in its next regular audit.

VI. GENERAL PROVISIONS

- a. Notices

Any notices to be given herein are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries
Attn: Tara McCleod
200 NE 18 Street
Oklahoma City, OK 73105-3205

As to the Contractor:

Stillwater Public Library
Attn: Stacy Delano
1107 S. Duck
Stillwater, OK 74074

- b. No Grant of Authority

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

- c. Performance Suspension

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the

performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

d. Understanding of Terms

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Terms and Conditions Agreement* and agree to be bound by the same.

VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of seven (7) years from the ending date of this Contract. Upon reasonable notice, the Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the seven (7) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.

VIII. VENUES AND APPLICABLE LAW

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma City, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IX. ADDITIONAL REQUIREMENTS

- a. The Contractor may not subcontract or assign any duties herein without the express written consent of the Department.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred."
- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by giving written evidence of compliance within twenty (20) days following receipt of such notification.

Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.

- d. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- e. It is expressly agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.
- f. The Contractor will comply with regulations under the Open Meetings Act and the Open Records Act.

X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

XI. ENTIRE CONTRACT

This instrument, consisting of five pages, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

XII. EXECUTION OF CONTRACT

The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.

Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

On behalf of the Contractor

On behalf of the Department

Stacy DeLano, Director
Typed name and title of signor

Natalie Currie, Director

Signature

Signature

Date

Date

Brady Moore, Interim City Manager
Typed name and title of signor

Signature

Date

FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES
Assurances: EMEDIA 400-24 is encumbered for this Contract

Lead Officer: _____

Date: _____



Budget Amendment Request

For Budget Year 2025

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449
Office: 405.372.0025
Web: stillwater.org

Date: 11/23/2024

Department: Library

Requested by: Stacy Delano, library director

Explanation:

REVENUE

The library has been offered \$100,000 in funding from the Oklahoma Department of Libraries and Institute for Museum and Library Services for the purchase of downloadable material for the Oklahoma Library Virtual Library.

Increase:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Library Aministr / Federal Grnt Rev	1015510 - 43100	25LB02101	\$ 0	\$ 100,000	\$ 100,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Decrease:

	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 100,000

Reviewed by Department Manager: _____

Date: 11/23/2024

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes ☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request

For Budget Year 2025

Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449
Office: 405.372.0025
Web: stillwater.org

Date: 11/23/2024

Department: Library

Requested by: Stacy Delano, library director

Explanation:

EXPENDITURE

The library has been offered \$100,000 in funding from the Oklahoma Department of Libraries and Institute for Museum and Library Services for the purchase of downloadable material for the Oklahoma Library Virtual Library.

Account Name	Account Number (xxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Library Administ / Grant Expend	1015510 - 53045	25LB02101	\$ 0	\$ 100,000	\$ 100,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 100,000

Reviewed by Department Manager:

Date: 11/23/2024

Reviewed by Finance:

Date:

Approved by CMO:

Date:

Approved by City Council:

☐ Yes

☐ No

Date:

Processed by Finance:

Date:

Set ID: Date Sent to SA&I:

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 2, 2024



Agenda Item:	6.a. CC-24-136
Previous/Related Action:	November 5, 2024, Planning Commission Report
Background/Issue:	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). 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 multifamily facility with 32 dwelling units. Commercial Shopping is a commercial zoning district that allows multifamily use with a specific use permit. The proposed project will allow for infill housing by converting an existing vacant motel structure into a multifamily apartment complex. 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 the Christian Missionary Alliance church is located to the east.
Proposal/Solution:	The Planning Commission recommended approval with a 4-0 vote based upon the following findings: • The Land Development Code allows for the rezoning of land via Map Amendments. • The Comprehensive Plan calls for commercial uses in this area.

Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Map Amendment for the property addressed as 1324 East 6 th Avenue.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. MA24-12 Application
2. MA24-12- Letter of Authorization
3. MA24-12 AREA MAP
4. Zoning Comparison Chart, CG to CS

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

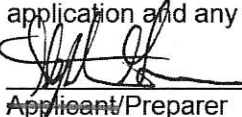
Title of Subdivision/Plan/Use: 1324 E 6TH AVENUE - STILLWATER STUDIOS
Owner(s) of Property: WARGO, LLC
Owner(s) Address: 70 S Val Vista Drive, Gilbert AZ 85296
Owner(s) Phone/Fax/Email: (602)-721-0990/Austin@KenJaxWorks.com
Applicant/Developer of Property: same as owner
Applicant/Developer Address: _____
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:

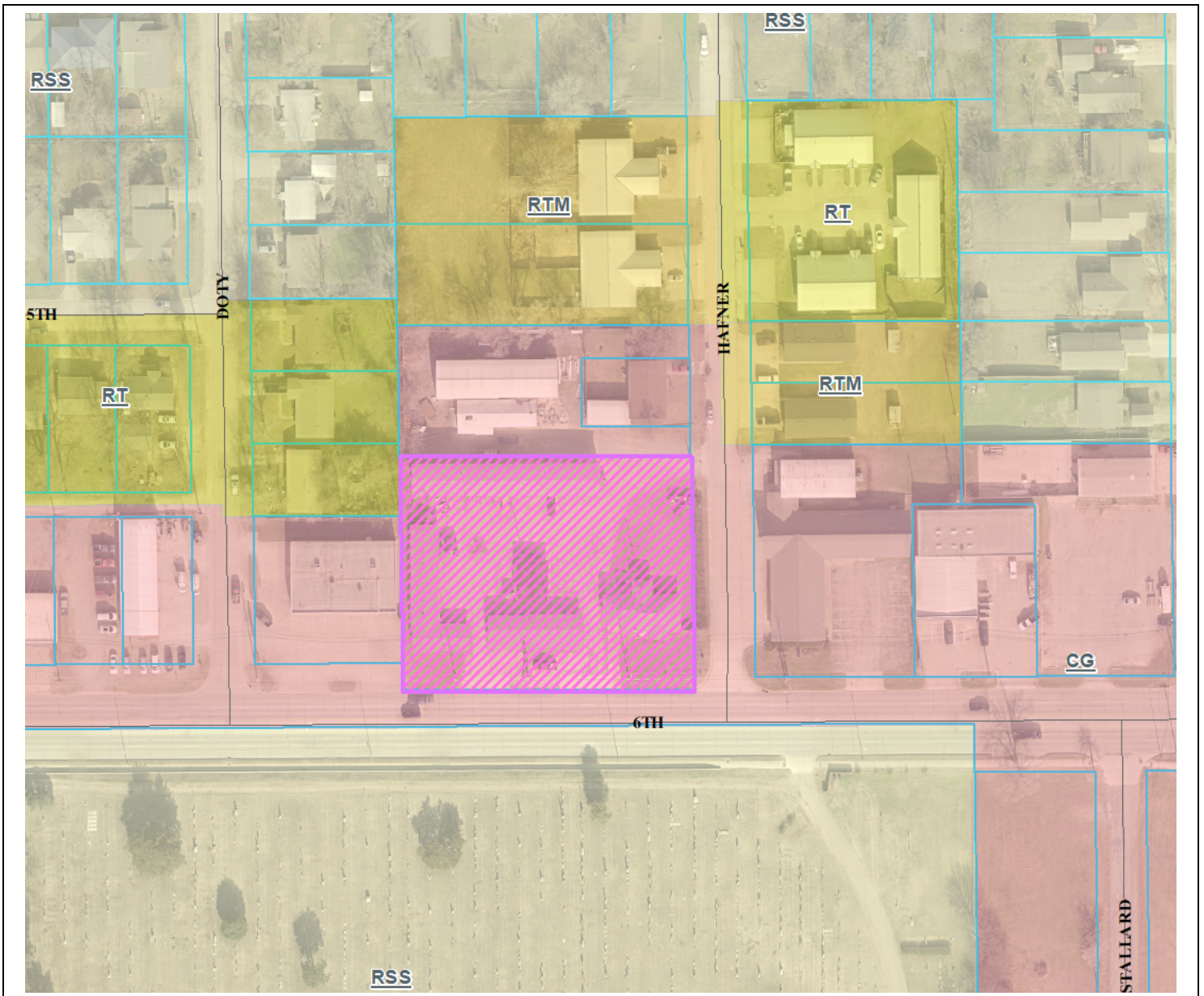
WARGO, LLC

 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>



Agenda Item:	6.b. CC-24-137
Previous/Related Action:	<u>November 5, 2024, Planning Commission Report</u>
Background/Issue:	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. The subject property is located in the northeast area of Stillwater, near the intersection 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, the laundry facility and leasing 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 a specific use permit. The existing setback is not conforming to the required setbacks in the 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 it 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 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 of 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 (6TH)	20 FT	20 FT
REAR	25 FT	5 FT
SIDE	15 FT	5 FT

The Future Land Use Map within the Comprehensive Plan indicates that the desired land use for the subject property is Commercial (10-4). *The surrounding zoning and uses are:* 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 the Christian Missionary Alliance church is to the east.

Proposal/Solution:

The Planning Commission recommended approval with a 4-0 vote based upon the reviewed 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.

	<i>The regulations for the planned unit development zoning district are designed to:</i> <i>1. Encourage diversified living environments, and accommodate a mixture of land uses that otherwise would not be allowed together on the same site;</i> <i>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;</i> <i>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;</i> <i>4. Encourage a more efficient use of land, public services, and natural resources than is generally achieved through conventional development;</i> <i>5. Provide a smooth transition from surrounding densities, intensities, and uses with those proposed in the PUD;</i> <i>6. Encourage the provision of amenities beyond the minimum requirements of conventional development;</i> <i>7. Encourage accessible and affordable housing.</i>
Financial Source/Impact:	None
Related Strategic Priority:	#5 UNIQUE CULTURE #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the Planned Unit Development for the property addressed as 1324 East 6 th Avenue.
Prepared By:	Jacquelyn Porter, Planner
Reviewed By:	Jeff Mathews Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. PUD24-01 Application
2. PUD24-01 Letter of Authorization
3. PUD24-01 AREA MAP
4. PUD24-01 - SOI - 10.22.24
5. PUD24-01 Site Plan
6. PUD24-01 Unit layout
7. PUD24-01 Neighborhood Meeting Notice

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

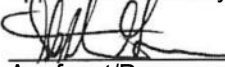
Title of Subdivision/Plan/Use: 1324 E 6th Ave - Stillwater Studios
Owner(s) of Property: WARGO, LLC
Owner(s) Address: 70 S Vai Vista Drive, Gilbert AZ 85296
Owner(s) Phone/Fax/Email: (602)-721-0990/Austin@KenJaxWorks.com
Applicant/Developer of Property: same as owner
Applicant/Developer Address: _____
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

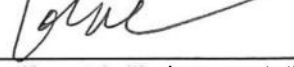
Address or Description of Property to be Subdivided/Developed: 1324 E 6TH AVENUE
see attached legal descriptions

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



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



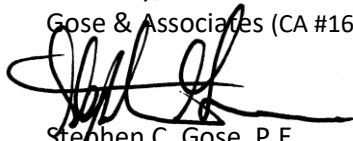
Remodel of the structures will begin in September with site preparation, clean up and ordering of materials. October will consist of preparation for the electrical and plumbing work, building closets, interior finishes, cabinets. November, installing mini splits and replacing the roofs on building 1 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.

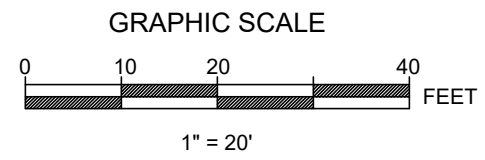
The owner/developer will follow Section 16-79 to ensure there is no nuisance created for surrounding properties. Remodel of the property will take place during the hours of 8:00 AM to 5:00 PM. The repurpose of the existing buildings reduces the impact on surrounding properties, based on less frequent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

TERESA KADAVY, CITY CLERK

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



100000001107.01 CAD/SHEDS/C-50817.dwg
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C-50817 - BUILDING 1
09/12/2024 7:45 AM
KATE PURDY



BUILDING 1 TWO STORY
EAST FACADE



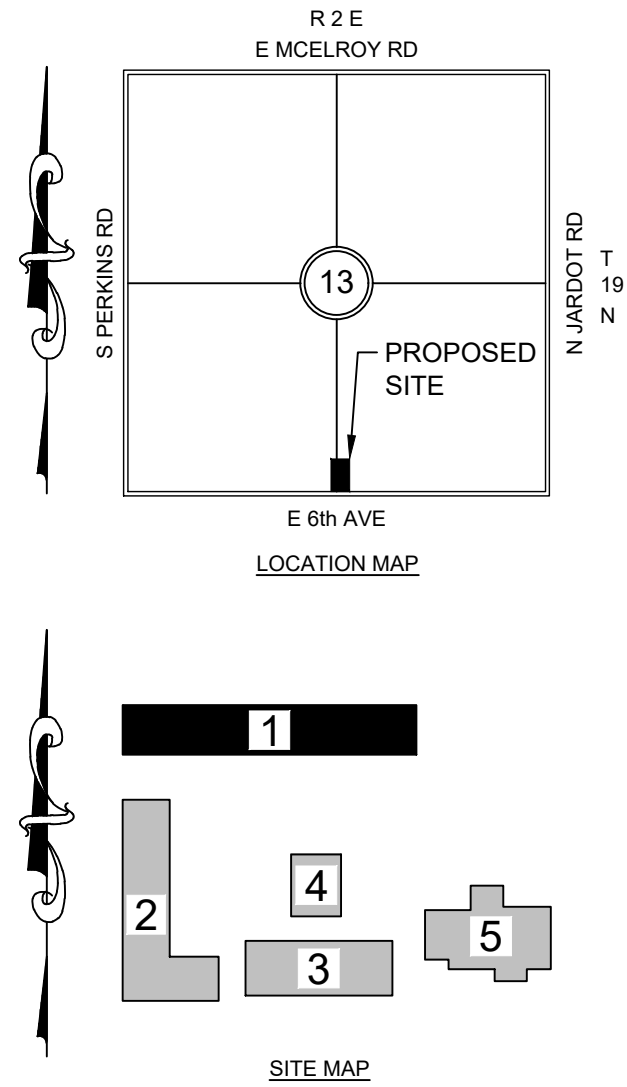
BUILDING 1 TWO STORY
SOUTH FACADE



BUILDING 1 TWO STORY
WEST FACADE

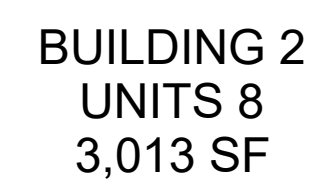


BUILDING 1 TWO STORY
NORTH FACADE



BUILDING1
UNITS 20
7,961 SF

JOB NUMBER 1387.01		DATE 09/12/2024		SCALE: AS SHOWN		CREATED BY: CDW		DRAWN BY: CDW		CHECKED BY: SCG	
BUILDING 1 ELEVATION		1324 E 6TH PUD		STILLWATER OKLAHOMA		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. DATE	

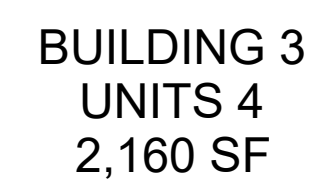


JOB NUMBER	1387.01
DATE	09/12/2024
SCALE: AS SHOWN	
CREATED BY:CDW	
DRAWN BY:CDW	
CHECKED BY: SAC	

BUILDING 2 ELEVATION

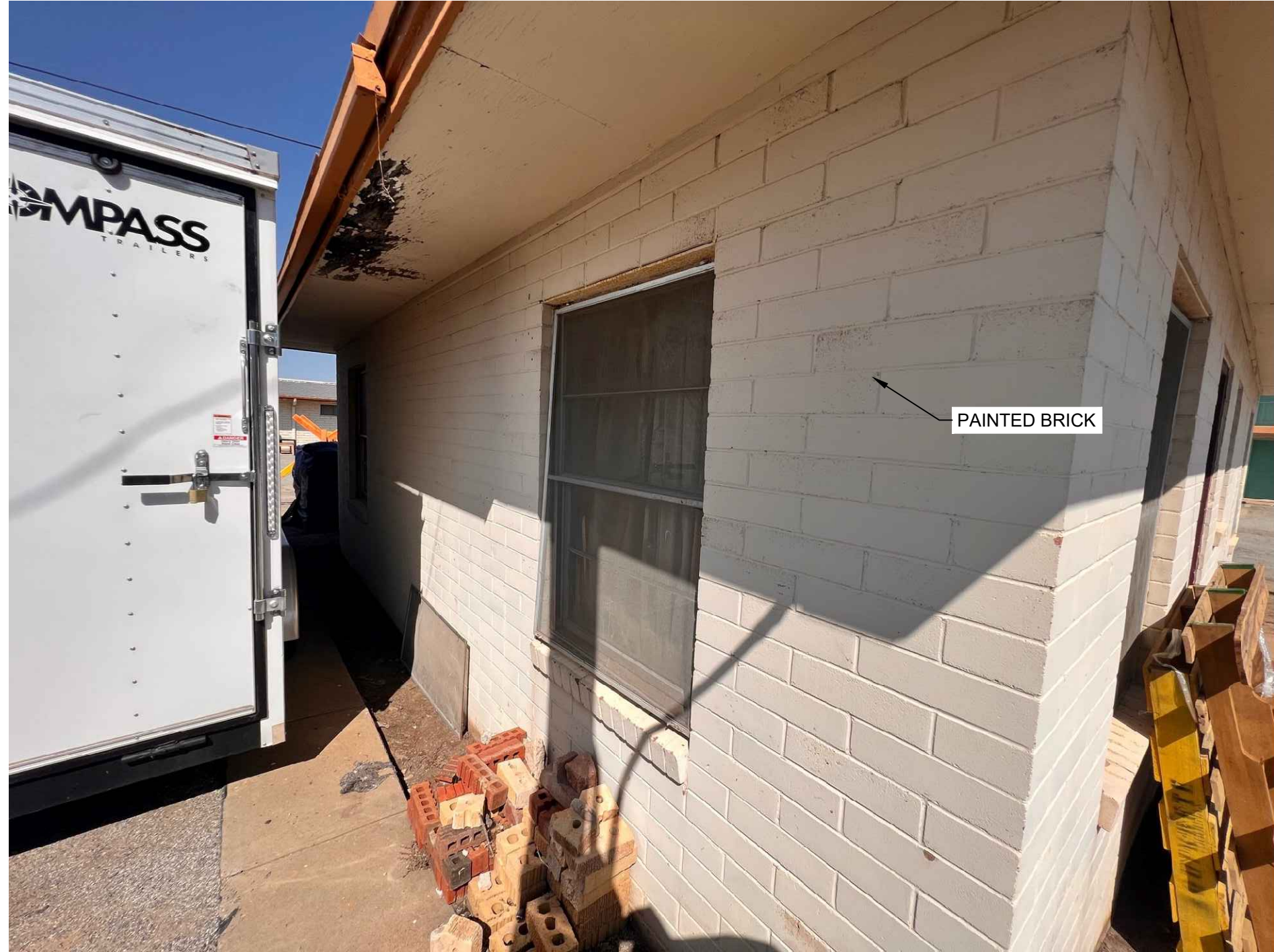
1324 E 6TH PUD
STILLWATER OKLAHOMA

SHEET NUMBER



1324 E 6TH PUD STILLWATER OKLAHOMA BUILDING 3 ELEVATION	SHEET NUMBER		---	
	JOB NUMBER		1387.01	
	DATE		09/12/2024	
	SCALE: AS SHOWN			
	CREATED BY: CDW		DRAWN BY: CDW	
	CHECKED BY: GSC			
				
	Gose & Associates ENGINEERING • PLANNING • LAND SERVICES 113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4907 CA 1840 www.gose-associates.com		NO REVISIONS DATE	

1000 South 157th Street, Suite 500, Omaha, NE 68131
C-1001 - BUILDING 4
THIS DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN IS AN INSTRUMENT OF SERVICE.
IT IS TO BE USED 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 & ASSOCIATES SHALL BE WITHOUT LIABILITY TO GOSE & ASSOCIATES.
KATE PURDY
09/12/2024 7:45 AM
09/12/2024



BUILDING 4
SOUTH FACADE



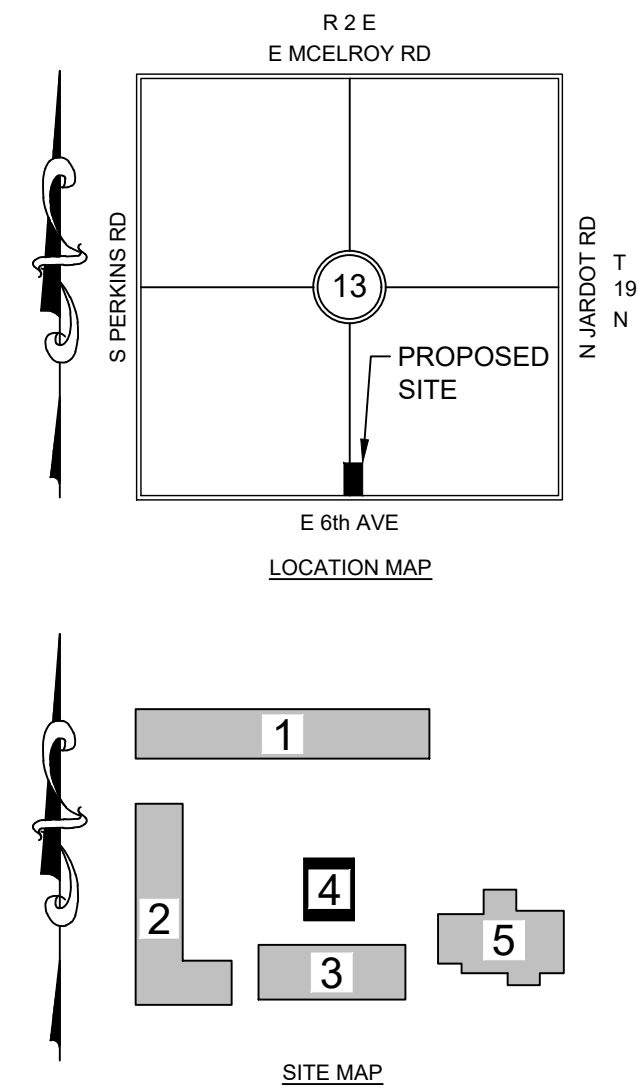
BUILDING 4
NORTH FACADE



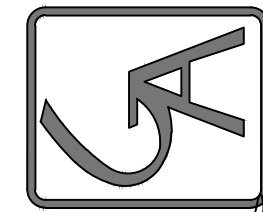
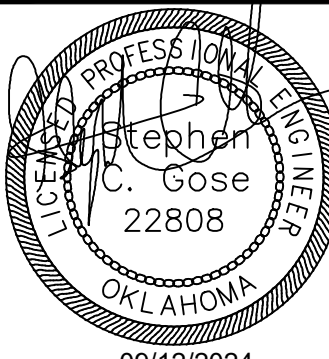
BUILDING 4
EAST FACADE



BUILDING 4
WEST FACADE



BUILDING 4
LAUNDRY
831 SF

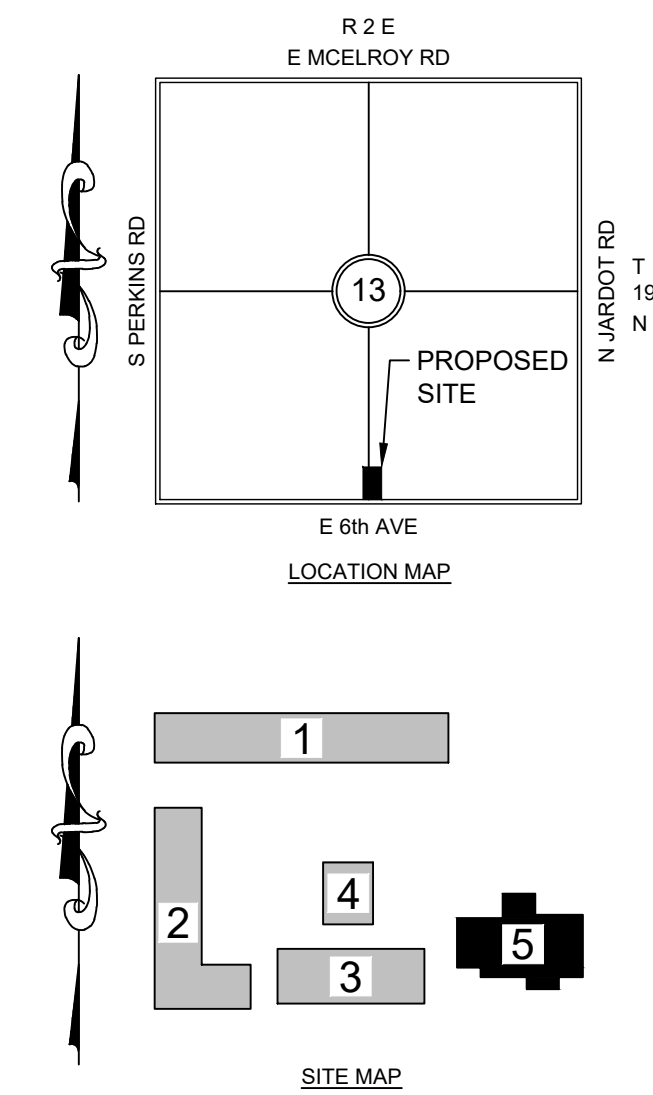
JOB NUMBER 1387.01		DATE 09/12/2024		SCALE: AS SHOWN		CREATED BY: CDW		DRAWN BY: CDW		CHECKED BY: SCG	
BUILDING 4 ELEVATION		1324 E 6TH PUD		STILLWATER OKLAHOMA		SHEET NUMBER ----		REVISIONS		DATE	
Gose & Associates ENGINEERING • PLANNING • LAND SERVICES 113 E. 8th Avenue Stillwater, OK 74074 PH (405) 743-4807 CA 1640 www.gose-associates.com STEPHEN C. GOSE REGISTERED PROFESSIONAL ENGINEER OKLAHOMA 22808 09/12/2024											



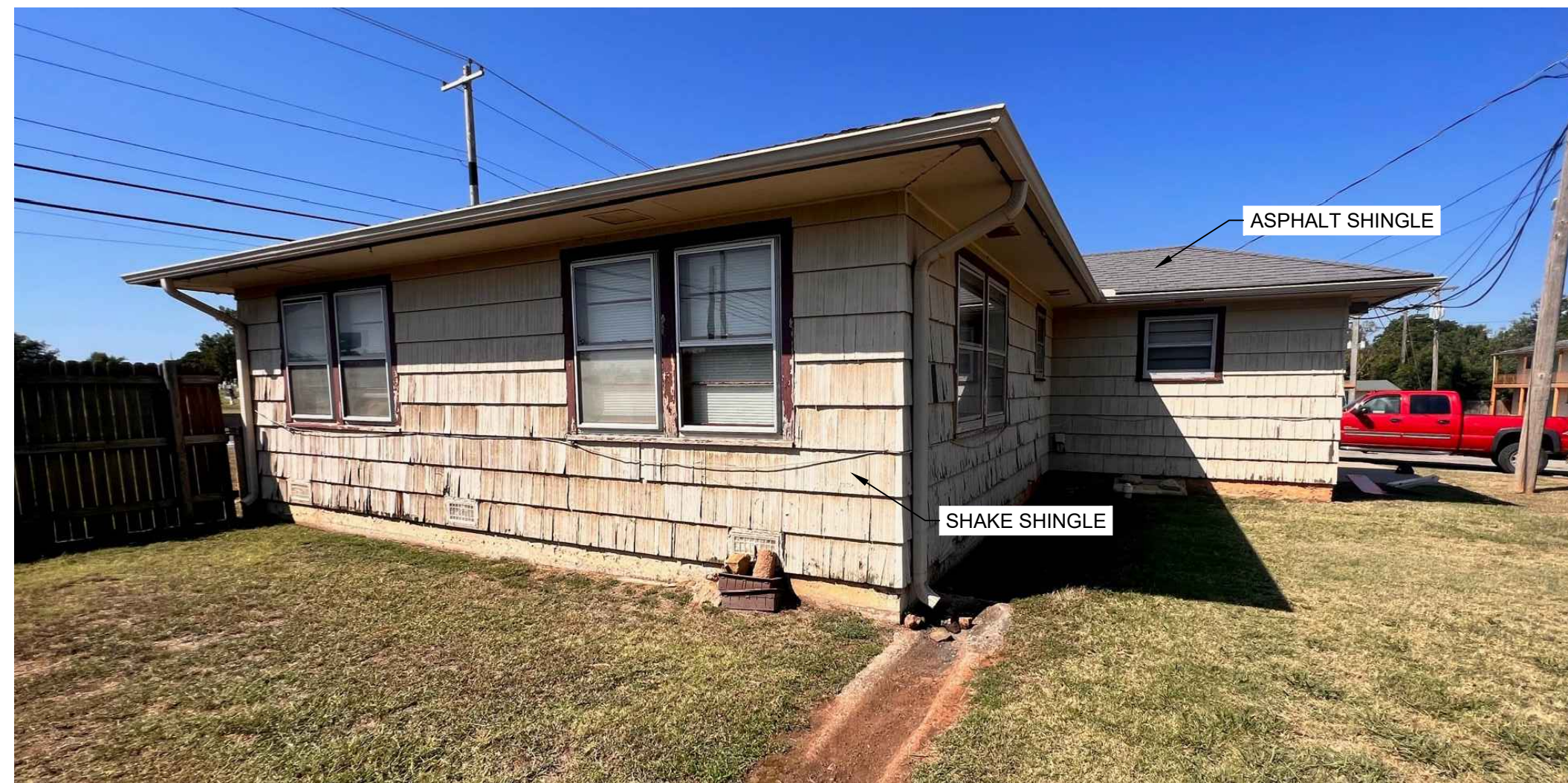
BUILDING 5
SOUTH FACADE



BUILDING 5
NORTH FACADE



BUILDING 5
OFFICE
2,192 SF



BUILDING 5
EAST FACADE



BUILDING 5
WEST FACADE



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 GOSB & ASSOCIATES, SHALL BE WITHOUT LIABILITY TO GOSB & ASSOCIATES.

SHEET NUMBER	BUILDING 5 ELEVATION		JOB NUMBER 1387.01	
STILLWATER OKLAHOMA	1324 E 6TH PUD		DATE 09/12/2024	
		SCALE: AS SHOWN		
		CREATED BY: CDW		
		DRAWN BY: CDW		
			CHECKED BY: SGG	



**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
Neighborhood Meeting**

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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**

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

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Gose & Associates

113 E 8th Ave
Stillwater, OK 74074

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REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 2, 2024



Agenda Item:	7.a. CC-24-138
Previous/Related Action:	N/A
Background/Issue:	The City maintains a fleet of approximately 275 vehicles with an average model year of 2012. The approach to funding vehicle replacements has historically been on a pay-as-you-go (cash) basis. This approach has not been effective in providing a timely refresh of the fleet resulting in older vehicles with higher maintenance costs and lower fuel efficiency.
Proposal/Solution:	Staff has worked to identify a sustainable fleet refresh solution. Goals of a successful program are as follows: • Develop consistent annual investment in fleet replacement to increase the health of the city-wide fleet. • Provide dependable equipment to those positions that require a vehicle in the performance of their job. • Right-size number of vehicles in city-wide fleet. • Ensure vehicle type assigned to employee/crew aligns with the routine/standard task(s) being performed. • Increase overall efficiency of city-wide fleet performance. • Decrease city-wide fleet maintenance costs. • Decrease city-wide vehicle fuel costs. Enterprise Fleet Management, Inc. offers a solution that meets the goals listed above. Specifically, their program offers the following: • Vehicle financing over a five-year period. • At the end of the lease period, the vehicles would be sold by Enterprise and the City would have the option to reinvest any equity back into the program to reduce the cost of future leased vehicles. • City is able to leverage Enterprise's access to manufacturer discounts and incentives. • Enterprise is able to purchase vehicles off of Oklahoma State Contract on behalf of the City. • City is able to leverage the vast resale market of the Enterprise company as well as their expertise in timing of

	resale to maximize return upon sale of vehicle. The City's purchasing policy exempts from competitive bidding any purchases made through government contracts, interlocal agreements, or government-sponsored purchasing cooperatives. Sourcewell is a government-sponsored purchasing cooperative in which the City is a contract member. Sourcewell competitively bids on behalf of their members, and state and local governments are eligible to purchase through the Sourcewell contracts. Enterprise Fleet Management, Inc.'s master leasing program is available through Sourcewell contract #030122-EFM.
Financial Source/Impact:	Initial order of vehicles with FY25 amount (including aftermarket equipment/install) and funding source is provided on the attached "Summary of Lease Vehicles." Future year lease payments estimated at \$425,000/year will be included in the adopted operating budgets for those years.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT
Recommended Action/Motion:	Motion to approve the Master Lease Agreement with Enterprise Fleet Management, Inc.; approve budget amendments appropriating funds for lease and aftermarket equipment/installation payments totaling \$250,000; and authorize the City Manager to sign related documents.
Prepared By:	Christy Cluck, Assistant City Manager/Finance Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

1. Budget Amendment - Enterprise - Expenditure105
2. Summary of Lease Vehicles

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 11/22/2024

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Expenditures:

Appropriate funds for agreement with Enterprise Fleet Management, Inc. to purchase vehicles and related upfitting for Police and Public Works departments. Project funded from the City Capital Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Lease Payment - PD	1056025 - 55000		\$ 0	\$ 32,000	\$ 32,000
Vehicle Equipment - PD	1056025 - 54001		\$ 0	\$ 158,000	\$ 158,000
Lease Payment - PW	1054841 - 55000		\$ 0	\$ 32,000	\$ 32,000
Vehicle Equipment - PW	1054841 - 54001		\$ 0	\$ 28,000	\$ 28,000
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 250,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

[Click Here to Clear Form](#)

[Click Here to Print](#)

Summary of Lease Vehicles

Department	Lease	Retire	Funding Source
Public Works	2025 Chevrolet 2500	1993 GM C2500	City Capital Fund FY25 - \$60,000
	2025 Chevrolet 2500	1999 Ford F350	
	2025 Chevrolet 3500	2000 Ford F350	
	2025 Chevrolet 3500	2000 Ford F350	
	2025 Chevrolet 3500	2001 Ford F350	
	2025 Chevrolet 3500	2003 Ford Superduty	
	2025 Chevrolet 2500	2005 GM C2500	
	2025 Chevrolet 3500	2008 Ford F350	
Water	2025 RAM 1500	2002 Ford F350 Superduty	Water Fund FY25 - \$50,000
	2025 Chevrolet 3500	2008 Ford F450	
	2025 RAM 1500	2009 Ford F150	
	2025 Chevrolet 3500	2012 Ford F350	
	2025 Chevrolet 3500	2012 Ford F350	
	2025 RAM 1500	2012 GM C3500	
	2025 Chevrolet 3500	2013 Ford F450	
	2025 Chevrolet 2500	2014 Ford F250	
Wastewater	2025 Chevrolet 4500	2002 Ford F450	Wastewater Fund FY25 - \$45,000
	2025 Chevrolet 3500	2002 Ford F450	
	2025 Chevrolet 2500	2012 Ford F250	
	2025 Chevrolet 2500	2014 Ford F250	
Electric	2025 Chevrolet Traverse	2006 GM Impala	Electric Rate Stabilization Fund FY25 - \$20,000
	2025 RAM 1500	2007 GM K2500	
	2025 RAM 1500	2007 GM K2500	
	2025 Chevrolet 2500	2007 GM K2500	
	2025 Chevrolet Traverse	2007 Ford F150	
Police (marked)	2025 Dodge Durango	2012 Tahoe	City Capital Fund FY25 - \$190,000
	2025 Dodge Durango	2012 Tahoe	
	2025 Dodge Durango	2012 Tahoe	
	2025 Dodge Durango		
	2025 Dodge Durango		
	2025 Dodge Durango		
	2025 Dodge Durango		
	2025 Dodge Durango		
Police (unmarked)	2025 Chevrolet Traverse	2001 Crown Victoria	
	2025 Chevrolet Traverse	2001 Crown Victoria	

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 2, 2024



Agenda Item:	7.b. CC-24-139
Previous/Related Action:	September 11, 2023, City Council
Background/Issue:	Freese and Nichols will update the city council on the status of the Comprehensive Plan project, including an overview of the planning process and public engagement activities conducted to date. They will also provide the plan's vision, guiding principles, and preferred approach to future land use, as well as key takeaways from the housing market assessment.
Proposal/Solution:	
Financial Source/Impact:	None
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	
Prepared By:	Dawn Warwick-Freese & Nichols Jacquelyn Porter, Planner
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager

Attachments

None

ORDINANCE NO. 3546

AN ORDINANCE APPROVING AND ADOPTING THE STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN AND SUPPORTING INCENTIVE DISTRICTS, PURSUANT TO THE OKLAHOMA LOCAL DEVELOPMENT ACT; IDENTIFYING AND ESTABLISHING SIX INCENTIVE DISTRICTS; DESIGNATING AND ADOPTING PROJECT AREA AND INCENTIVE DISTRICT BOUNDARIES; DEFERRING THE NUMERICAL DESIGNATIONS AND EFFECTIVE DATES FOR THE INCENTIVE DISTRICTS; ADOPTING CERTAIN FINDINGS; AUTHORIZING THE CITY OF STILLWATER AND THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE STILLWATER PLANNING COMMISSION; APPROVING AND ADOPTING A TAX INCENTIVE AGREEMENT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY

WHEREAS, the City of Stillwater, Oklahoma, a municipal corporation (the “City”) has caused to be prepared the Stillwater Economic Development Project Plan and Supporting Incentive Districts (“Project Plan”), in accordance with the Oklahoma Local Development Act, 62 O.S. §850, *et seq.* (“Act”); and

WHEREAS, the purpose of the Project Plan is to provide the incentives necessary to support at least Five Hundred Million Dollars (\$500,000,000) in initial private investment by Kipper LLC (“Company”) in the first Phase (defined herein) of the development of a data center campus (meeting U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 Revision), with the potential for five (5) additional Phases of development of similar magnitude, on approximately 386.698 acres of land within the City’s corporate boundaries to be acquired by the Company (collectively, the “Project”); and

WHEREAS, each developed Phase will include a data center comprised of approximately 300,000 square feet (each a “Data Center”), together with certain ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings; and

WHEREAS, the Company desires to develop a Data Center in each of the six Phases, however, the Company may construct fewer Data Centers, resulting in fewer Phases; and

WHEREAS, the term “Phase” as used herein refers to all new investments in real and personal property within an Incentive District (defined herein); and

WHEREAS, the Project Plan supports the City’s objectives to promote economic development, to stimulate private investment, to reverse economic stagnation or decline, to expand employment, and to enhance the tax base, and thereby making possible investment that would be difficult without the adoption of the Project Plan; and

WHEREAS, pursuant to the Act, the City Council previously established the Data Center Economic Development Review Committee (“Review Committee”), comprised of a representative of the City, a representative of the Stillwater Planning Commission (“Planning Commission”), representatives of each of the affected taxing jurisdictions (including the Board of Education of Independent School District Number 16 of Payne County, Oklahoma, the Board of Education of the Meridian Technology Center, the Board of Payne County Commissioners, and the Board of the Payne County Health Department, collectively, the “Taxing Entities”), and three members of the public at large, one of whom is a representative of the business community in the City of Stillwater; and

WHEREAS, the Review Committee has reviewed the proposed Project Plan, the proposed Project Area and the proposed Incentive Districts (temporarily identified in the Project Plan and this Ordinance as “Incentive Districts “1,” “2,” “3,” “4,” “5,” and “6”) (“Incentive Districts”) in accordance with the criteria specified in the Act and has determined that the Incentive Districts are eligible for designation as an incentive district and for development under the Act and that the financial impacts on the affected taxing jurisdictions and business activities from implementation of the Project Plan are positive; and

WHEREAS, the Review Committee has adopted a resolution of its findings and recommends to the City Council the approval of the Project Plan, including the proposed Incentive Districts; and

WHEREAS, the Planning Commission has determined that the Project Plan conforms to the Stillwater 2030 C3 Comprehensive Plan; and

WHEREAS, the Planning Commission has adopted a resolution recommending to the City Council the approval of the Project Plan, including the proposed Incentive Districts; and

WHEREAS, the Project Area and the proposed Incentive Districts, which share the same boundaries, are within a state designated enterprise zone and therefore meet the definition of an enterprise area as defined by the Act; and

WHEREAS, the Project Area, including the Incentive Districts, is located within a reinvestment area as defined by the Act; and

WHEREAS, the projected investment and development are difficult, but possible, within the proposed Project Area and Incentive Districts if the Project Plan is adopted and implemented; and

WHEREAS, the qualifying tax incentive provided in the Project Plan is a necessary component in generating economic development in the proposed Project Area and Incentive Districts; and

WHEREAS, the implementation of the Project Plan and the establishment of the proposed Incentive Districts will work in conjunction with existing programs and other locally implemented economic development efforts in order to encourage economic development in the proposed Project Area; and

WHEREAS, the Project is expected to generate substantial new investment within the proposed Incentive Districts and to stimulate additional indirect economic benefits outside of the Project Area which would not occur without the Project; and

WHEREAS, the Project Plan provides tools which will supplement and not supplant or replace normal public functions and services; and

WHEREAS, the boundaries of the proposed Incentive Districts do not dissect any similar area nor create an unfair competitive advantage; and

WHEREAS, maximum effort has been made to allow full public knowledge and participation in the application of the Act in the review and approval of the Project Plan; and

WHEREAS, all required notices have been given and all required hearings have been held in connection with the Project Plan, as prescribed by the Act, the Oklahoma Open Meetings Act, 25 O.S. § 301, *et seq.*, and other applicable law; and

WHEREAS, pursuant to published notice, at a regular meeting of the City Council held on August 19, 2024, members of the public were provided information, including an analysis of potential positive and negative impacts, and had questions answered regarding the Project Plan; and

WHEREAS, pursuant to published notice, at a regular meeting of the City Council held on September 9, 2024, all persons present were given an opportunity to be heard for and against the Project Plan; and

WHEREAS, the City and the Stillwater Economic Development Authority shall be authorized and designated to carry out certain provisions of the Project Plan, pursuant to the Act; and

WHEREAS, Section 856 of the Act authorizes the City to defer determination of the effective dates of the proposed Incentive Districts, provided that the determination is not more than ten (10) years after the date of approval of the Project Plan; and

WHEREAS, the City finds that it is in the best interest of the overall success of the Project to defer the determination of the effective dates of the Incentive Districts until a later date, which date must be determined within ten (10) years of the date of approval of the Project Plan; and

WHEREAS, the City retains the right, pursuant to the Act, to make minor amendments to the Project Plan; and

WHEREAS, as required by Article 10, Section 6C of the Oklahoma Constitution and pursuant to Sections 865 and 866 of the Act, the governing bodies of all taxing entities whose taxes are to be included in the incentives to be provided by the Incentive Districts will be requested to approve and execute a written agreement with the City Council providing for the same; and

WHEREAS, the incentives described in the Project Plan and the Tax Incentive Agreement (defined herein) are designed to grant a one hundred percent (100%) ad valorem tax exemption on

all new investment attributable to property qualifying under U.S. Industry Number 518210 of the NAICS Manual, 2017 Revision, within each Incentive District, during the twenty-five year duration of each Incentive District, upon the terms and conditions set forth in the Project Plan (“Incentive District Exemptions”); and

WHEREAS, the City has caused to be prepared a written agreement by and among the Taxing Entities, the City, and the Company, as the prospective owner of the Property and the recipient of the Incentive District Exemptions, as required by Sections 865 and 866 of the Act (“Tax Incentive Agreement”), setting forth the terms and conditions applicable to the Incentive District Exemptions; and

WHEREAS, the City has caused the preparation of an Economic Development Agreement by and among the City, the Stillwater Economic Development Authority (“SEDA”), and the Company delineating the parties’ respective obligations applicable to the first two Phases of development of the Project (“Development Agreement”), with the understanding that the City, SEDA, and the Company will execute one or more supplemental development agreements for any subsequent Phases the Company elects to develop (“Supplemental Development Agreement”); and

WHEREAS, in consideration of the Incentive District Exemptions granted for all Incentive Districts, the Company has agreed to make certain direct payments in lieu of taxes (“PILOT Payments”) to the Taxing Entities for the duration of each Incentive District, as more particularly described in and subject to the terms and conditions of the Tax Incentive Agreement, the Development Agreement, and the Project Plan; and

WHEREAS, in consideration of the Incentive District Exemptions granted for the Incentive Districts created for Phase 1 and Phase 2 of the Project, the Company has agreed to make certain direct payments to the City, described as Community Betterment Payments, and for the City to receive a franchise fee on the revenues generated from the sale of electric power to the Company (“Franchise Fees”), with the understanding that any such payments to the City for any subsequent Phases will be determined in accordance with a Supplemental Development Agreement, all as more particularly described in and subject to the terms and conditions of the Tax Incentive Agreement, the Development Agreement, and the Project Plan; and

WHEREAS, the revenue sources expected to finance eligible Project Costs pursuant to the Project Plan are comprised of the Community Betterment Payments and Franchise Fees received by the City throughout the duration of the Incentive Districts created for Phase 1 and Phase 2 of the Project; and

WHEREAS, the City deems it appropriate and desirable and in the best interest of the City and its citizens to approve and adopt the Project Plan, including the establishment of the Incentive Districts, and to approve and adopt the Tax Incentive Agreement.

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

SECTION 1. In order to develop the Project Area, the City of Stillwater elects to utilize Article 10, Section 6C of the Constitution of the State of Oklahoma and the Act, which authorize the use

of incentives, exemptions, and other forms of relief from taxation for historic preservation, reinvestment, or enterprise areas that are exhibiting economic stagnation or decline.

SECTION 2. The Project Plan is hereby approved and adopted, as recommended by the Planning Commission and by the Review Committee. As used herein the “Project Plan” shall mean the document titled “Stillwater Data Center Economic Development Project Plan” with a cover page indicating the Review Committee recommended approval on July 10, 2024, and the Planning Commission recommended approval on July 16, 2024, and comprised of a cover sheet, a table of contents, ten (10) pages of text, and four (4) exhibits labeled Exhibits A, B, C, and D.

SECTION 3. All actions taken and all recommendations and findings made in connection with the Project Plan by the Planning Commission and the Review Committee are hereby ratified and confirmed, including, but not limited to, the designation and selection of representatives to the Review Committee by the City and each Taxing Entity, the selection of the three members of the public at large who serves on the Review Committee, the findings of conformance with the Stillwater 2030 C3 Comprehensive Plan, eligibility of the proposed Incentive Districts, and positive financial impacts on the affected taxing jurisdictions, and the recommendations for approval.

SECTION 4. The City Council hereby adopts the following findings:

A. Findings Regarding the Project Plan; Eligibility of the Project Area and Incentive Districts:

1. The Project Area and the proposed Incentive Districts “1”, “2”, “3”, “4”, “5”, and “6”, City of Stillwater (“Incentive Districts”) proposed in the proposed Data Center Economic Development Project Plan are entirely within a state designated enterprise zone and therefore meet the definition of an “enterprise area” under the Local Development Act (62 O.S. § 853(5), (6)). Enterprise Areas qualify for use of the tools of the Local Development Act pursuant to 62 O.S. §856(B)(4)(a).
2. The Project Area and the Incentive Districts proposed in the proposed Data Center Economic Development Project Plan comply with the statutory definition of a “reinvestment area” under the Local Development Act (62 O.S. § 853(17)) due to the fact that the area lacks public improvements necessary to reverse economic stagnation and to attract major investment in the area. Reinvestment Areas qualify for use of the tools of the Oklahoma Local Development Act pursuant to 62 O.S. §856(B)(4)(a).
3. The improvement of the Project Area is likely to enhance the value of other real property in the area and to promote the general public interest.
4. The level of investment, development, and economic growth desired by the City is difficult, but possible, within the Project Area and Incentive Districts if the provisions of the Local Development Act are utilized.
5. The incentives to be provided through the Incentive Districts are a necessary component in stimulating the proposed investment in the Project Area and Incentive

Districts, which would not have occurred without the provision of the incentive pursuant to the Act.

6. The incentives to be provided through the Incentive Districts will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.

B. Findings Regarding Financial Impacts on the Affected Taxing Jurisdictions and Business Activities within the Project Area and Incentive Districts:

1. As described in Section IX of the Project Plan, substantial public costs that may arise will be funded directly by the private development within the Incentive Districts.
2. The development anticipated by the project may result in a modest increase in demand for services by or in costs to the affected taxing jurisdictions, but that the PILOT Payments to be paid by the Company to the affected taxing jurisdictions, as described in Section X.B. of the Project Plan and other positive impacts will offset any increased costs for additional service demands upon those affected taxing jurisdictions.
3. The public revenue anticipated to result from the development described in the Project Plan includes increased tax revenue from economic growth and benefits outside of the Incentive Districts.
4. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole offset any adverse financial impacts of the Project Plan on the affected taxing jurisdictions.
5. The aggregate impacts of the affected taxing jurisdictions and on business activities from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section V of the Project Plan.

SECTION 5. For identification purposes and until such time that the City Council officially numbers, designates, and makes effective each of the Incentive Districts established under this Ordinance, the Incentive Districts shall be identified temporarily as Incentive Districts No. “1”, “2”, “3”, “4”, “5”, and “6”, City of Stillwater, as shown on Exhibit A of the Project Plan, and may be commonly referred to as Incentive Districts No. 1, 2, 3, 4, 5, and 6, as depicted on Exhibit A of the Project Plan.

SECTION 6. The designation, naming, and effective dates of each Incentive District are deferred pending the fulfillment of the conditions set forth in the Project Plan and the Development Agreement, provided that such deferred action shall be made within ten (10) years of the City Council’s adoption of this Ordinance approving the Project Plan, as follows:

Phases 1 and 2: The Incentive Districts for Phases 1 and 2 shall become effective and provide the Incentive District Exemption upon the earlier of (a) the completion of a Data Center within that Incentive District as evidenced by the issuance of the final, unrestricted certificate of

occupancy for the Data Center (“Certificate of Occupancy”), or (b) January 1 after the date of issuance of the Certificate of Occupancy. In lieu of a Certificate of Occupancy, the Company may deliver notice of substantial completion to the City to trigger the effective date, which shall be January 1 immediately following the issuance of the notice of substantial completion.

Commencement of Phase 1: Upon the fulfillment of the conditions precedent described in the Development Agreement, the Company is to commence the development of Phase 1 of the Project. The Company must provide written notice to the City of its intent to commence Phase 2 within two (2) years of completion of Phase 1. Should the Company fail to initiate development of Phase 2 within this period, the City may terminate the undeveloped Incentive Districts.

Subsequent Phases: If Phase 2 is completed within the stipulated two-year timeframe, and the Company commences Phase 3 pursuant to a duly executed Supplemental Development Agreement, which includes design, engineering, permitting, construction for the site and/or associated infrastructure, within ten (10) years of the City Council’s adoption of this Ordinance approving the Project Plan, then the Incentive Districts for Phases 3, 4, 5, and 6 will become effective as of January 1 of the year marking the tenth anniversary of approval of the Project Plan.

If the Company has not commenced Phase 4 of the Project pursuant to an executed Supplemental Economic Development Agreement within 12 years of the adoption of this Project Plan, then the undeveloped Incentive Districts for Phases 4, 5, and 6 shall terminate. If the Company has not commenced Phase 5 of the Project pursuant to an executed Supplemental Economic Development Agreement within 14 years of the adoption of the Project Plan, then the undeveloped Incentive Districts for Phases 5 and 6 shall terminate. If the Company has not commenced Phase 6 of the Project pursuant to an executed Supplemental Economic Development Agreement within 16 years of the adoption of the Project Plan, then the Incentive District for Phase 6 shall terminate.

Termination of Subsequent Phases: Conversely, if upon completion of Phase 2, Phase 3 has not commenced within ten (10) years of the adoption of this Ordinance, the Incentive Districts for Phases 3, 4, 5, and 6 shall terminate.

Confirmation and Notice: Upon satisfaction of the conditions, the City Council will, by resolution, confirm the effective date, designation, and name of each Incentive District. If the City Council has not passed such resolution: (a) within thirty (30) days following the issuance of a Certificate of Occupancy or delivery of written notice by the Company to the City of substantial completion or (b) by December 15, whichever is earlier, the City Manager shall immediately provide written notice confirming the effective date, designation, and name of each Incentive District to each of the Taxing Entities, the Payne County Assessor, and the Company. In accordance with Section 856(B)(2) of the Act, no Incentive District Exemptions may become effective more than ten (10) years after the City Council’s adoption of this Ordinance approving the Project Plan.

SECTION 7. Once an Incentive District is made effective pursuant to Section 6 of this Ordinance, the Incentive District shall be effective for a period of twenty-five (25) fiscal years from its effective date (the “Incentive District Term”).

SECTION 8. The boundaries of the Project Area are depicted on Exhibit A of the Project Plan and are hereby designated and adopted as follows:

A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:

COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike; thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2" Rebar AND the POINT OF BEGINNING;

Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike; Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar; Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail; Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line; Thence with a bearing of N 54°28'57" W a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;

Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;

Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11"W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;

Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the

SW/4 a distance of 2333.99 feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe;
Thence along said north line of said SW/4 with a bearing of N 89°28'48" E a distance of 1645.64' back to the POINT OF BEGINNING.

Less and Except:

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of said Section 36,
Thence along the North line of the Northeast Quarter of said Section 36 N 89° 18' 29" E, a distance of 452.85 feet;
Thence departing said North line S 00° 00' 42" W, a distance of 1143.51 feet;
Thence S 89° 59' 34" W, a distance of 1,189.48 feet;
Thence N 00° 00' 04" E, a distance of 1,128.25 feet to a point on the North line of the Northwest Quarter of said Section 36;
Thence along said North line N 89° 13' 38" E, a distance of 736.95 feet back to the POINT OF BEGINNING.

Containing 16,844,572 square feet OR 386.698 acres more or loss

SECTION 9. Incentive District No. "1", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "1", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of said Section 36,
Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet; Thence departing said East line, S 89° 59' 44" W, a distance of 2,200.10 feet; Thence N 00° 00' 01" E, a distance of 1,516.34 feet to a point on the North line of said Northeast Quarter; Thence along said North line N 89° 18' 29" E, a distance of 2,177.89 feet back to the POINT OF BEGINNING.

Containing 3,347,887 square feet OR 76.857 acres more or less.

SECTION 10. Incentive District No. "2", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "2", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Southeast Quarter (SE/4) and Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter of said Section 36,
Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet to the POINT OF BEGINNING;
Thence S 00° 49' 52" E, a distance of 579.72 feet to a point being a non-tangent curve to the right also being a point on the Northeasterly Railroad Right-Of-Way line recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence along the Northwestern Right-Of-Way line for the next six (6) calls:
(1) Along said curve to the right having a radius of 2,799.14 feet, an arc length of 763.70 feet, and having a chord bearing of S 27° 41' 41" W, a chord length of 761.34 feet to a point of non-tangency;
(2) Thence N 54° 28' 57" W, a distance of 20.00 feet to a non-tangent curve to the right;
(3) Thence along curve to the right having a radius of 2773.96 feet, an arc length of 487.70 feet, and having a chord bearing of S 40° 33' 14" W, a chord length of 487.07 feet to a point of non-tangency;
(4) Thence S 44° 24' 34" E, a distance of 20.00 feet to a non-tangent curve to the right;
(5) Thence along curve to the right having a radius of 2793.69 feet, an arc length of 617.99 feet, and having a chord bearing of S 51° 55' 38" W, a chord length of 616.73 feet to a point of non-tangency;
(6) Thence S 59° 19' 00" W, a distance of 1,221.25 feet;
Thence departing from said Northwestern Right-Of-Way line N 00° 00' 12" E, a distance of 1,155.08 feet;
Thence N 00° 00' 00" W, a distance of 1,075.36 feet;
Thence N 00° 00' 00" E, a distance of 399.42 feet;
Thence N 89° 59' 44" E, a distance of 2,200.12 feet back to the POINT OF BEGINNING

Containing 4,111,928 square feet OR 94.397 acres more or less.

SECTION 11. Incentive District No. "3", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "3", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36;
Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1645.61 feet;
Thence along the West line of Lot Four (4) Richmond Road & Highway 177 Addition, S 00° 48' 02" E, a distance of 334.80 feet to the POINT OF BEGINNING;

Thence N 89° 59' 20" E, a distance of 1,399.15 feet; Thence S 00° 00' 12" W, a distance of 1,155.08 feet to a point on the Northwestern line of a Railroad Right-Of-Way recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence continuing along said Northwestern line S 59° 19' 00" W, a distance of 1,223.40 feet to a non-tangent curve to the left; Thence along said curve having a radius of 2915.00 feet, an arc length of 387.91 feet, and having a chord bearing of S 55° 26' 11" W, a chord length of 387.62 feet to a point of non-tangency; Thence departing said Northwestern line N 00° 47' 43" W, a distance of 1999.19 feet back to the POINT OF BEGINNING.

Containing 2,172,023 square feet OR 49.878 acres more or less.

SECTION 12. Incentive District No. "4", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "4", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) and Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1622.33 feet to the POINT OF BEGINNING;
Thence N 00° 00' 46" W, a distance of 740.78 feet; Thence N 89° 59' 20" E, a distance of 1427.27 feet;
Thence S 00° 00' 00" W, a distance of 1075.36 feet; Thence S 89° 59' 20" W, a distance of 1399.15 feet;
Thence N 00° 48' 02" W, a distance of 334.80 feet; Thence continuing along said South line S 89° 28' 48" W, a distance of 23.28 feet back to the POINT OF BEGINNING.

Containing 1,526,135 square feet OR 35.035 acres more or less.

SECTION 13. Incentive District No. "5", whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. "5", City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36, N 89° 18' 29" E, a distance of 452.85 feet;

Thence departing said North line and along the East line of Lot Seven (7) in Richmond Road & Highway 177 Addition, S 00° 00' 42" W, a distance of 1143.51 feet to the POINT OF BEGINNING;
Thence S 00° 02' 04" E, a distance of 372.20 feet; Thence S 00° 00' 00" W, a distance of 399.42 feet;
Thence S 89° 59' 20" W, a distance of 1,427.27 feet; Thence N 00° 00' 17" E, a distance of 210.20 feet;
Thence N 90° 00' 00" E, a distance of 237.55 feet; Thence N 00° 00' 00" W, a distance of 562.17 feet;
Thence N 89° 59' 34" E, a distance of 1,189.48 feet to the POINT OF BEGINNING.

Containing 968,675 square feet OR 22.238 acres more or less.

SECTION 14. Incentive District No. “6”, whose boundaries are set forth below, is hereby created, but is to be effective at a later date as determined by Council, in accordance with the Project Plan. The boundaries of Incentive District No. “6”, City of Stillwater are hereby designated and adopted as follows:

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 36,
Thence along the North line of said Section 36 N 89° 13' 38" E, a distance of 1,892.59 feet;
Thence departing from said North line S 00° 00' 03 " W, a distance of 1690.42 feet;
Thence S 89° 56' 04" W, a distance of 237.57 feet;
Thence S 00° 00' 00" W, a distance of 209.93 feet;
Thence S 00° 00' 46" E, a distance of 740.78 feet to a point on the South line of the Northwest Quarter of said Section 36; Thence along said South line S 89° 28' 48" W, a distance of 1622.33 feet to the Southwest corner of the Northwest Quarter; Thence departing said South line and along the West line of the Northwest Quarter of said Section 36 N 00° 42' 47" W, a distance of 2630.81 feet back to the POINT OF BEGINNING.

Containing 4,717,996 square feet OR 108.310 acres more or less.

SECTION 15. The following Project and Incentive District authorizations are hereby approved:

A. The City of Stillwater is designated as the principal entity responsible for implementation and is authorized to carry out and administer the provisions of the Project Plan and to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Act, including the power to make minor amendments to the Project Plan in accordance with Section 858(D) of the Act;

B. The Stillwater Economic Development Authority, a public trust with the City as its sole beneficiary, shall have the authority to carry out certain provisions of the Project Plan,

including all necessary, appropriate, and supporting steps described in the Project Plan, as well as the authority to exercise all powers necessary or appropriate thereto pursuant to Section 854 of the Act except for approval of the Project Plan and those powers enumerated in paragraphs 1, 2, 3, 4, 7, 13, and 16 of Section 854 of the Act; and

C. The City Manager, Kimberly Meek, or her successor in office, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in the Project Plan.

SECTION 16. The revenue sources to the City, as described in Sections XI and XII of the Project Plan, comprised of Community Betterment Payments and Franchise Fees generated from sale of electric power to the Company throughout the Incentive District Term of the Incentive Districts created for Phase 1 and Phase 2 of the Project, (a) shall be used to pay eligible Project Costs under Section XII of the Project Plan, (b) shall constitute special funds of the City or, at the direction of the City, the Stillwater Economic Development Authority, a public trust, and (c) shall not be subject to annual appropriation as a part of the general fund of the City.

SECTION 17. The Tax Incentive Agreement is hereby adopted and approved. As used herein the “Tax Incentive Agreement” shall mean the document by and among the Company, the City and the Taxing Entities, comprised of 14 pages of text, an Exhibit Table of Contents, 13 exhibits labeled Exhibits A, B, C, D, E, F, G, H, I, J, K, L.1, and L.2, and titled “Local Development Act Tax Incentive Agreement.”

SECTION 18. Subject to the terms of the Tax Incentive Agreement, the incentive to be provided within an Incentive District shall be a one hundred percent (100%) ad valorem tax exemption on all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 Revision, within each Incentive District, for the duration of the Incentive District Term, during which no ad valorem taxes shall be assessed against such property (“Incentive District Exemptions”). The Incentive District Exemptions shall not include Public Service Property, if any, located within each Incentive District; provided that “Public Service Property” shall be defined as property of all railroads, air carriers and public service corporations assessed annually by the State Board of Equalization pursuant to 68 O.S. § 2847 and Article 10, § 21 of the Oklahoma Constitution.

SECTION 19. In demonstration of compliance with the requirements of Section 6C of Article X of the Constitution of the State of Oklahoma and the requirements of Section 865 of the Act, the City directs the Tax Incentive Agreement be submitted to the Taxing Entities for their review, consideration, and adoption within sixty (60) days of City Council’s approval of this Ordinance.

SECTION 20. The Project Plan is determined to be feasible and desirable and is hereby approved.

SECTION 21. REPEALER. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict only.

SECTION 22. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

SECTION 23. EMERGENCY CLAUSE. It being immediately necessary for the preservation of the peace, health, safety, and public good of the City of Stillwater, and the citizens thereof, that the provisions of this Ordinance take effect and be put into full force and effect, an emergency is declared to exist by reason whereof this Ordinance shall take effect immediately and be put in full force and effect from and after the date of its enactment, as provided by law.

PASSED AND APPROVED in an open meeting of the City Council of Stillwater, Oklahoma on the ____ day of _____, 2024, with the Emergency Clause voted on and approved separately.

CITY OF STILLWATER

By: _____

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

(SEAL)

EMERGENCY CLAUSE

THE EMERGENCY CLAUSE IS HEREBY PASSED, APPROVED AND ADOPTED THIS
__ DAY OF _____, 2024.

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

(SEAL)

Approved as to form and legality this ____ day of _____, 2024:

Special Counsel for Economic Development

First Reading: October 7, 2024

Second Reading:



STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

A Project Plan under the Oklahoma Local Development Act, 62 O.S. §§ 850–869

PREPARED BY:

THE CITY OF STILLWATER, OKLAHOMA

**Mayor Will Joyce
Vice Mayor Amy Dzialowski
Councilor Christie Hawkins
Councilor Kevin Clark
Councilor Tim Hardin**

WITH THE ASSISTANCE OF:

**CENTER FOR ECONOMIC DEVELOPMENT LAW
301 North Harvey, Suite 200
Oklahoma City, Oklahoma 73102
(405) 232-4606
www.econlaw.com**

**RECOMMENDED FOR APPROVAL BY REVIEW COMMITTEE: JULY 10, 2024
RECOMMENDED FOR APPROVAL BY PLANNING COMMISSION: JULY 16, 2024**

STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

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STILLWATER DATA CENTER ECONOMIC DEVELOPMENT PROJECT PLAN

I. INTRODUCTION

A leading company specializing in data processing and storage, acting through a subsidiary entity, Kipper LLC (the “**Company**”), has proposed to undertake the development of a data center campus in the City of Stillwater. The proposed development may consist of up to six phases, with each phase estimated to cost at least \$500 million. This Project Plan will offer incentives to the Company for each phase of the development to help offset its costs of infrastructure and utility capacity required to serve the data center development. In exchange, the local taxing jurisdictions and the City of Stillwater (“**City**”) will receive certain annual payments from the Company, as provided below. This additional source of funding will bolster the City’s economic development initiatives, contribute to the financing of vital public infrastructure needs, and fulfill the capital and operational needs essential to the City’s growth.

II. PROJECT DESCRIPTION

This “**Project Plan**,” adopted under the Local Development Act, 62 O.S. § 850, *et seq.* (the “**Act**”), is designed to provide the economic incentives necessary to stimulate at least five hundred million dollars (\$500,000,000) in initial private investment by the Company in the City of Stillwater with the potential for five (5) additional phases of development of similar magnitude (the “**Project**”).¹ The Company constructs and operates data centers, and intends to construct a data center campus within the Project Area (as defined below).

The Company intends to proceed with the Project in phases. The term “**Phase**” as used herein refers to all new investments in real and personal property within an Incentive District. Each developed Phase will include a data center comprised of approximately 300,000 square feet (each a “**Data Center**”), together with certain ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings; however, the precise number and size of Data Centers is subject to change.²

Each Phase of the Project will be undertaken in accordance with this Project Plan and the terms of an Economic Development Agreement among the City, the Stillwater Economic Development Authority, a public trust (“**SEDA**”), and the Company (“**Economic Development Agreement**”). The Economic Development Agreement will establish a mutually beneficial relationship to implement long-term obligations of the parties and incentivize implementation.

¹ The term “Project” shall refer to all Phases that are constructed in the Project Area.

² The Taxing Entities (as defined below) acknowledge that the Company desires to build six (6) Phases, with a Data Center in each of the Incentive Districts but may construct fewer Data Centers resulting in fewer Phases.

Using the tools of the Act to create six (6) tax incentive districts (the “**Incentive Districts**”), one for each potential Data Center, the City aims to ensure that the Project occurs within the City. In addition to stimulating new private investment, this Project Plan also aims to ensure that the Taxing Entities (as defined herein) receive direct revenue as a result of the Project in the form of annual payments in lieu of taxes (“**PILOTs**”) for each Data Center developed, as further described in Section X.B. herein and in a tax incentive agreement by and between the City, the Company, and each of the Taxing Entities (the “**Tax Incentive Agreement**”). Because of the potential scope of the Company’s investment, the Project is likely to promote further private investment and economic development from related businesses throughout the area, including new businesses that locate to the area and existing local businesses that supply goods or services to the Project.

The combination of increased revenue to local taxing entities and private economic development from the Project is likely to enhance the value of other real property in the area and to promote the general public interest.

III. BOUNDARIES OF PROJECT AREA AND INCENTIVE DISTRICTS

A. The “**Project Area**” is the area in which Project activities will take place. The Project Area contains approximately 386.698 acres of land located in the City of Stillwater. The Project Area is divided into six (6) Incentive Districts, where the tax incentives described herein will be provided, with each Incentive District encompassing one Phase of the Project. All the Phases and Incentive Districts will be located within the jurisdictional boundaries of the Stillwater Public School District. The Incentive Districts are contiguous, and the boundaries of the combined Incentive Districts are identical to the boundaries of the Project Area.

B. Depictions of both the Project Area and each Incentive District are included in **Exhibit A** to this Project Plan.

C. The Project Area can be generally described as a portion of land located south of East Richmond Road, north of East Airport Road, east of North Perkins Road (Hwy-177) and west of North Jardot Road. Detailed legal descriptions of the boundaries of the Project Area and each Incentive District are included in **Exhibit B** to this Project Plan.

IV. ELIGIBILITY

The entirety of the Project Area and the Incentive Districts are within an “enterprise area,” as defined by 62 O.S. § 853(6), due to its location within an enterprise zone designated by the Oklahoma Department of Commerce. The entirety of the Project Area is also a reinvestment area, as defined by the Oklahoma Local Development Act. Public improvements are required to reverse economic stagnation or decline, to serve as a catalyst for expanding employment, to attract investment, and to preserve and enhance the tax base.

V. OBJECTIVES

The principal objectives of this Project Plan and the Incentive Districts are:

- A. To attract the Project and the accompanying investment and development to the City, which would not occur without the tax incentives described in this Project Plan.
- B. To generate new revenues for Stillwater Public Schools, the Meridian Technology Center, Payne County, and the Payne County Department of Health (collectively, the “**Taxing Entities**”) in the form of annual PILOTs for each Phase developed as part of the Project, in accordance with Section X.B and as more particularly described in the Tax Incentive Agreement and the Economic Development Agreement.
- C. To generate new revenues for the City through Community Betterment Payments and Franchise Fees (each as defined below), in accordance with Section 11, and as more particularly described in the Economic Development Agreement.
- D. To achieve the City’s economic development goals and objectives.
- E. To spur economic development in the surrounding area and generate additional wealth for local and regional businesses through the Company’s consumption of local services for its data center campus.
- F. To foster research, technological, and career-training partnerships between the Company and community institutions, including OSU and Meridian Technology Center.
- G. To create and attract new temporary and permanent high-quality jobs to the community.

VI. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for this Project Plan, including all necessary, appropriate and supportive steps will consist principally of (i) offering tax incentives available under the Act to support the Project, which are designed to attract and expand investment and quality employment opportunities within the Project Area, (ii) administering this Project Plan, (iii) supporting and accelerating the City’s economic development initiatives, and (iv) enhancing the City’s capabilities to fund capital projects and operational requirements.

VII. ESTABLISHMENT OF INCENTIVE DISTRICTS

- A. This Project Plan creates six (6) Incentive Districts, identified herein as Incentive Districts “1,” “2,” “3,” “4,” “5,” and “6”, and as illustrated on **Exhibit A** attached hereto. Pursuant to 62 O.S. §856(B)(2), the City Council is authorized to defer determination of the effective date of each Incentive District. All Incentive Districts must be made effective within ten (10) years of the date of adoption of this Project Plan.
- B. Concurrently with approval of this Project Plan, the City, SEDA, and the Company shall enter into an Economic Development Agreement providing for the development of Phase 1 and Phase 2 of the Project. The Company must provide written notice to the City that it intends to commence Phase 2 within two (2) years of completion of Phase 1. If the Company fails to commence development of Phase 2 within two (2) years of such notice, the City may terminate the undeveloped Incentive Districts.

C. Upon execution of a Supplemental Economic Development Agreement by the City, SEDA, and the Company for Phases 3 through 6 of the Project, whether one or more, the Company shall undertake the development of each such Phase in accordance with the Supplemental Economic Development Agreement(s).

D. The effective date for the Incentive Districts for Phases 1 and 2 shall be the later of: (i) the completion of a Data Center within that Incentive District as evidenced by the issuance of the final, unrestricted certificate of occupancy for the Data Center ("**Certificate of Occupancy**"), or (ii) January 1 after the date of issuance of the Certificate of Occupancy. In lieu of a Certificate of Occupancy, the Company may deliver notice of substantial completion to the City to trigger the effective date, which shall be January 1 immediately following the issuance of the notice of substantial completion.

E. If the Company has completed Phase 2 but the development of Phase 3 has not commenced within 10 years of adoption of this Project Plan, then the undeveloped Incentive Districts for Phases 3, 4, 5, and 6 shall terminate.

F. If Phase 2 has been completed and the Company thereafter commences Phase 3 pursuant to an executed Supplemental Economic Development Agreement (including design, engineering, permitting, construction for the site and/or associated infrastructure) within 10 years of the adoption of this Project Plan, then the Incentive Districts for Phases 3, 4, 5, and 6 will become effective as of January 1 of the year in which the tenth anniversary of approval of this Project Plan occurs.

G. If the Company has not commenced Phase 4 of the Project pursuant to an executed Supplemental Economic Development Agreement within 12 years of the adoption of this Project Plan, then the undeveloped Incentive Districts for Phases 4, 5, and 6 shall terminate. If the Company has not commenced Phase 5 of the Project pursuant to an executed Supplemental Economic Development Agreement within 14 years of the adoption of the Project Plan, then the undeveloped Incentive Districts for Phases 5 and 6 shall terminate. If the Company has not commenced Phase 6 of the Project pursuant to an executed Supplemental Economic Development Agreement within 16 years of the adoption of the Project Plan, then the Incentive District for Phase 6 shall terminate.

H. Each Incentive District shall have a term of twenty-five years from its effective date ("**Term**"). For each Incentive District, all qualifying new investments in real and personal property in the Incentive District made after approval of this Project Plan and throughout the Term shall be afforded a one hundred percent (100%) exemption and no ad valorem taxes shall be assessed against such property.

I. Because the Project site plan is subject to change, if a Data Center is constructed that is located within the boundaries of more than one Incentive District, then the City, Taxing Entities, and Company agree to the following: First, if an adjustment of the Incentive District boundaries can be made that would result in the Data Center being located within a single Incentive District and would not result in an addition to an Incentive District constituting more than five percent of

that Incentive District in accordance with 62 O.S. § 858(D), the City Manager will administratively adjust the Incentive District boundaries via a minor amendment in accordance with Sections VIII.E and VIII.F without any further legislative action required. If such an adjustment of the Incentive District boundaries cannot be made, then the exemption for all Incentive Districts in which the Data Center is located will be made effective on January 1 following the issuance of a Certificate of Occupancy or notice of substantial completion for the Data Center in accordance with Section VII.D. Any subsequently constructed qualifying Project buildings, including Data Centers, that are completed within an Incentive District for which the effective date has already commenced, will still be subject to the ad valorem tax exemption for the remaining Term of that Incentive District. The Company will pay an annual PILOT for each Data Center constructed.

VIII. PROJECT AND INCENTIVE DISTRICT AUTHORIZATIONS

A. Principal Entity. The City is designated and authorized as the principal public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto pursuant to 62 O.S. § 854, including all powers set forth in this Project Plan and the Tax Incentive Agreement. SEDA is authorized to enter into the Economic Development Agreement and Supplemental Economic Development Agreements, and to assist in performing obligations thereunder.

B. Economic Development Agreement. Concurrent with the adoption of this Project Plan, the Company shall enter into an Economic Development Agreement with the City for development of Phase 1 and Phase 2. The Economic Development Agreement shall provide for the joint and complementary endeavors of the parties with respect to the data center development, the provision and expansion of public infrastructure and utility services, Community Betterment Payments and Franchise Fees, pursuant to Section XI, and the continuing efforts of the parties to stimulate and implement economic development activities for the benefit of the community with respect to Phase 1 and 2. Thereafter, the City, SEDA, and the Company may enter into one or more Supplemental Economic Development Agreements setting forth the terms with respect to Phases 3 through 6.

C. Tax Incentive Agreement. Within sixty (60) days of the adoption of this Project Plan, the Company shall enter into a Tax Incentive Agreement with the City and every Taxing Entity, as required by 62 O.S. § 865(A) and (B).

D. Person in Charge. The City Manager Kimberly Meek, or her successor in office or her designee, shall be the person in charge of implementation of the Project Plan in accordance with the provisions, authorizations, and respective delegations of responsibilities contained in this Project Plan.

E. Implementation Authorizations and Delegation of Authority. The City is authorized to enter into the Tax Incentive Agreement with the Company and other Taxing Entities. The City shall not determine the effective date of any Incentive District until the Tax Incentive Agreement has been approved and executed by every Taxing Entity whose taxes will be subject to the incentives provided under this Project Plan, as required by 62 O.S. § 865(A) and (B). The City officers, SEDA, and the City Manager are authorized to provide such information, to execute, certify or furnish documents, and to take any measures necessary and incidental to carrying out

the provisions of this Project Plan, and to make minor amendments to this Project Plan as provided in Section F of this Article.

F. Minor Amendments. The City reserves the right to approve minor amendments to the Project Plan, as provided in the 62 O.S. § 858(D), where desirable and appropriate to implement and achieve the objectives of this Project Plan, as long as any such amendment does not change the character or purpose of the plan. These minor amendments include adding to the area of any Incentive District, so long as the additions, considered on a cumulative basis during the twenty-five (25) year term of each Incentive District, do not exceed five (5) percent of the area of the Incentive District.

IX. COSTS OF THE PROJECT

The costs of the Project, including any required public infrastructure, will be funded by the Company, and would not occur without the incentives provided pursuant to this Project Plan.

X. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT, AND ASSOCIATED FINANCIAL IMPACTS

A. Projected Private Investment. The total estimated private investment is expected to be at least Five Hundred Million Dollars (\$500,000,000.00) for each Phase. The Company plans to develop up to two Phases in the near term, with an additional four Phases potentially planned for future development. Private investment in the Project Area is expected to consist of the construction, operation, and maintenance of the Project. The direct, indirect, and induced economic impacts are estimated to range between \$750 million to \$1.25 billion per Phase.

B. Projected Public Revenues.

1. PILOT Payments to Taxing Entities. Pursuant to this Project Plan and the Tax Incentive Agreement, the Company shall make annual PILOT payments to the Taxing Entities, as follows:

a. Phase 1 and 2. For each of Phase 1 and Phase 2 of the Project, the Company shall make annual PILOT payments to the Taxing Entities beginning in the year immediately following the year in which a Certificate of Occupancy or notice of substantial completion is issued for a Data Center per Section VII.D. (the “**PILOT Commencement Year**”). The initial annual PILOT payment for Phase 1 will total Eight Hundred Sixty-Seven Thousand Five Hundred Sixty-Eight and No/100 Dollars (\$867,568.00). This amount will be disbursed to the Taxing Entities as follows:

Taxing Entity	Initial Annual Payment for Phase 1	Share of Total PILOT Payments
Stillwater Public Schools	\$624,022.98	71.93%
Meridian Technology Center	\$135,599.18	15.63%
Payne County	\$89,984.51	10.37%
County Health Department	\$17,961.33	2.07%
Total	\$867,568.00	100%

After the first annual payment, the PILOT payments to each Taxing Entity will increase by one percent (1.00%) each year. The PILOT payments for Phase 2 will be set using the same schedule as Phase 1. For instance, if Phase 1 is completed in 2026 with a PILOT Commencement Year of 2027, and Phase 2 is completed in 2032 with a PILOT Commencement Year of 2033, then in 2033, the Company shall pay two equal PILOTS, each in the total amount of \$920,940.00. These payments will be allocated to the Taxing Entities in the same proportions established above for Phase 1.

b. Phases 3 through 6. For Phases 3 through 6 of the Project, the initial PILOT for each Phase will be the product of the PILOT applicable to Phase 1 in the amount indicated in the table above and the quotient of the CPI in the PILOT Commencement Year for the applicable Phase divided by the CPI in the year 2024. In other words, the initial PILOT for each Phase shall be calculated as follows:

Phase 1 PILOT from the table above $\times$ $\frac{\text{CPI in PILOT Commencement Year for applicable Phase}}{\text{CPI in 2024}}$

Thereafter, the PILOT for that Phase will increase by one percent (1.00%) each year. For purposes of this Project Plan, CPI refers to the annual average of United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) (“CPI”).

Projections for the PILOT Payments payable to the Taxing Entities for all Phases are contained in the attached Financial Projections Appendix.

C. Financial Impact on Taxing Jurisdictions. In general, each potential Phase of the Project is likely to result in a modest increase in demand for services from the affected Taxing Entities, both during the construction and operation of each Phase. Thus, for instance, each potential Phase may result in modest increases in enrollment in Stillwater Public Schools and demands for Health Department services. However, any new costs associated with additional Phases are likely to be substantially outweighed by both the direct PILOTs to these Taxing Entities described in Section X.B. herein and further direct and indirect economic development that may result from the Project.

With respect to Stillwater Public Schools in particular, valuation increases associated with the Project will not cause a reduction in the calculation of state school aid. The Oklahoma State School Aid formula specifically excludes any such increased valuation within active Incentive Districts in calculating chargeable income in both Foundation Aid and Salary Incentive Aid. Such values

also are excluded from the valuations used to set debt limitations and sinking fund levies (for all taxing jurisdictions, not just school districts).

D. Financial Impacts on Business Activities. The Project will have a positive economic impact and impacts on business activities within the Project Area and the greater Stillwater community, region, and state, primarily due to the relatively low number of permanent employees anticipated, which mitigates the impact on the affected taxing jurisdictions, and due to expenditures with local contractors.

The Project is anticipated to create thirty (30) high quality jobs per phase, along with hundreds of construction jobs and significant expenditures with local contractors during both the construction and the operation of each Phase, all of which may draw additional payroll/income to the area per Phase. Most importantly, the Project Plan revenues will enable the City to enhance quality of life through public improvements and accelerate investment and development activities through approved economic development plans.

XI. ECONOMIC DEVELOPMENT FINANCING AND REVENUE SOURCES

The City and SEDA will plan, approve, finance, and implement public funding initiatives and economic development activities utilizing funding sources created by the undertaking of this Project Plan.

A. Financing Revenue Sources. The revenue sources expected to finance eligible Project Costs pursuant to this Project Plan, are those funds provided to the City pursuant the Economic Development Agreement between the City and the Company for Phases 1 and 2, and any Supplemental Economic Development Agreement for the future Phases, described as follows:

1. Community Betterment Payments. The Company shall make an annual payment to the City, herein a “Community Betterment Payment”, for each Phase of the Project, beginning in the PILOT Commencement Year. The initial annual Community Betterment Payment for Phase 1 shall be One Hundred Thirty-Two Thousand Four Hundred Thirty-Two and No/100 Dollars (\$132,432.00). After the first annual payment, the amount of the Community Betterment Payment to the City will increase by one percent (1.00%) each year for each Phase. The Community Betterment Payment for Phase 2 will follow the same payment schedule as Phase 1. For example, if Phase 1 is complete in 2026, with a PILOT Commencement Year of 2027, and Phase 2 is complete in 2032, with a PILOT Commencement Year of 2033, then in 2033, the Company shall make two equal Community Betterment Payments to the City, one for each Phase, each in the amount of \$140,579. For Phases 3 through 6 of the Project, the Community Betterment Payment for each Phase will be determined as provided in Supplemental Development Agreement(s) between the City and the Company.

2. Franchise Fee. During the Term of the Incentive Districts for Phase 1 and Phase 2 of the Project, to the extent the Company uses OG&E, the City shall receive a franchise fee equal to three percent (3%) of gross revenues generated from the sale of electric power to the Company. This fee shall not exceed an annual maximum cap of \$4.5 million. Upon reaching this cap, it shall

be subject to an annual increase of two percent (2%). This franchise fee shall be in lieu of any other City franchise, excise, license, occupation, privilege, permit, or other fees, taxes or assessments on purchases of electricity from OG&E. Upon termination or expiration of the Incentive Districts for Phase 1 and Phase 2, the cap shall expire. The City and the Company shall thereafter negotiate in good faith to establish a suitable franchise fee. These provisions apply exclusively to Phase 1 and Phase 2 and shall remain subject to change for all future Phases.

In the event OG&E is not the Company's selected provider, the Company and the City will engage in good faith discussions to establish an equitable revenue obligation payable to the City is in place, on mutually agreeable terms, provided the benefit to the City shall be no less than that stipulated for Phase 1 and Phase 2.

B. Other Contributions and Payments. The City and SEDA may utilize revenues from other sources, as well as Community Betterment Payments and Franchise Fees to pay eligible Project Costs. Additional financing may be provided by state local government matching payments pursuant to the Oklahoma Local Development and Enterprise Zone Incentive Leverage Act, 62 O.S. § 840, *et seq.*

C. Financial Reports and Audits. The activities undertaken by the City or SEDA pursuant to this Project Plan shall be accounted for and publicly reported by the appropriate and necessary annual fiscal year audits and reports. Annual reports on the operation of each Incentive District shall be prepared and submitted to the Oklahoma Department of Commerce and each Taxing Entity pursuant to 62 O.S. §§ 860(F) and 867(B). A summary of these annual reports shall be published in a newspaper of general circulation in the City of Stillwater, as required by 62 O.S. § 867(C).

D. Other Necessary and Supporting Costs. SEDA or another public entity designated by the City is authorized to issue bonds and notes and to apply for and obtain grants from other sources for costs incurred or to be incurred in connection with the Project Plan and the construction of improvements therein in addition to Project Costs to be financed pursuant to this Project Plan.

XII. ESTIMATED REVENUES AND BUDGET OF PROJECT COSTS

The projected revenue and expenditures attributable to Phase 1 and Phase 2 of the Project, over 25 years, are:

Revenues:

Phase 1 Community Betterment Payments	\$ 3,740,303
Phase 2 Community Betterment Payments	\$ 3,970,407
Phase 1 Franchise Fees	\$ 51,750,000
Phase 2 Franchise Fees	\$ 51,750,000
Total Project Revenues³	\$ 111,210,710

³ The projected Franchise Fee revenues represent the City's estimates and are not projections provided by the Company. Project revenues shall be special funds of the City to be held in a separate account of the City.

Eligible Project Costs:

Project Administration (1%)	\$ 1,112,107
Parks & Public Spaces Operations/Facilities Maint. (30%)	\$ 33,363,213
Parks & Public Amenities/Facilities Improvements (29%)	\$ 32,251,106
Public Infrastructure and Economic Development (40%)	\$ 44,484,284

Total Eligible Project Costs⁴ **\$ 111,210,710**

In the event additional public costs become necessary or appropriate under this Project Plan, the City may approve such costs at any time, subject to availability of funding and subject to constitutional and statutory restrictions.

Projections for Phases 1 through 6 are provided in the attached Financial Projections Appendix. The Community Betterment Payments and Franchise Fees to the City for the future phases will be determined pursuant to Supplemental Economic Development Agreement(s) between the City and the Company. Thereafter, the City shall adopt a supplement to this Project Plan authorizing the budget for the future phases.

XIII. LAND USE

A. Current land uses and conditions of the real property in the Project Area are shown on the map attached as **Exhibit C**, “Existing Uses and Conditions.” The proposed improvements to and the proposed uses of the Project Area are shown on **Exhibit D**, “Proposed Improvements and Uses.”

B. To accommodate the Project, the City has previously approved a zoning change with respect to certain portions of the Project Area. The Project conforms to the City’s Comprehensive Plan.

⁴ Any funds not disbursed or pledged under a specific budget category may be allocated to any other budget category.

EXHIBIT A: DEPICTION OF PROJECT AREA AND INCENTIVE DISTRICTS

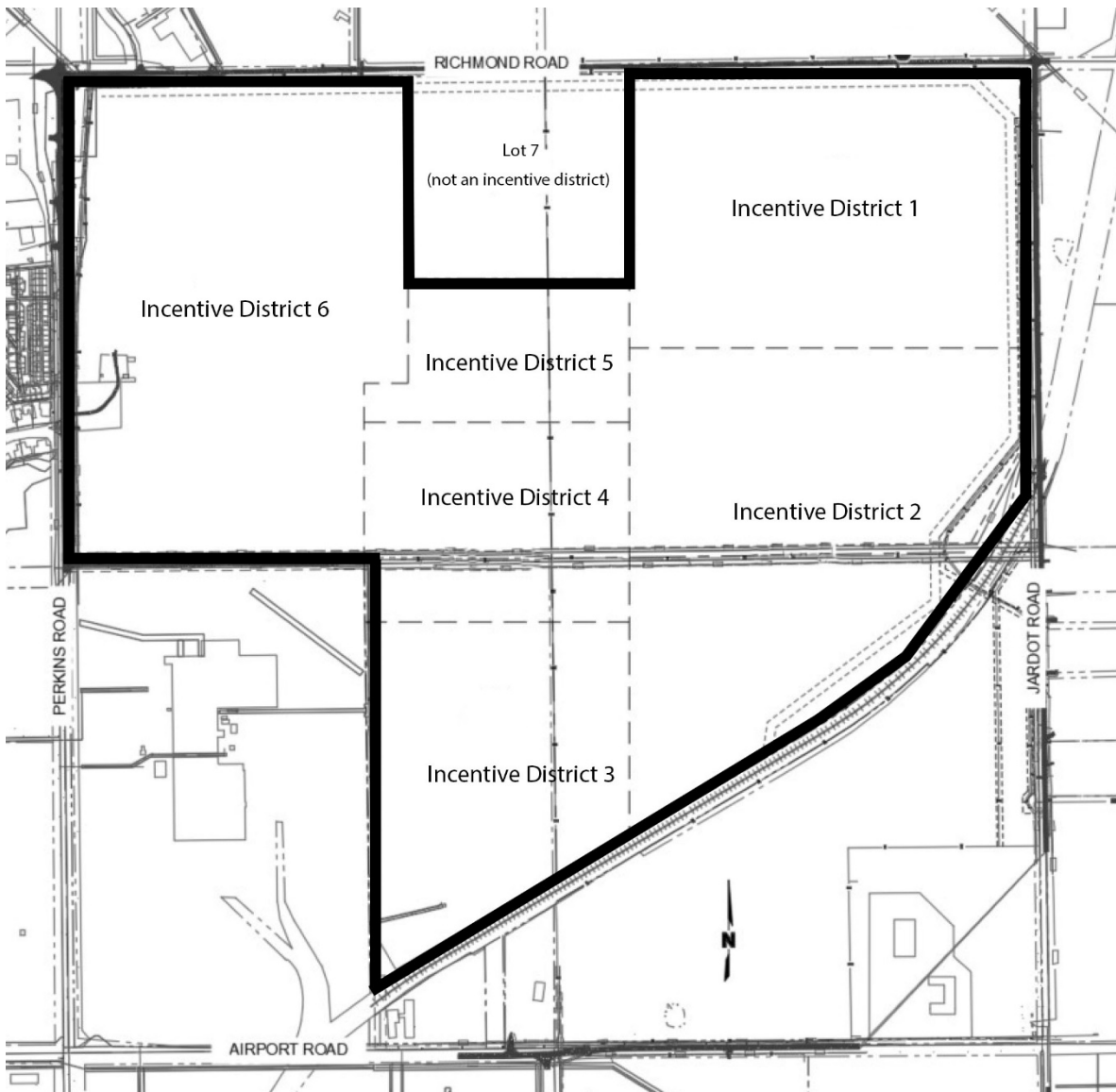


EXHIBIT B: PROJECT AREA AND INCENTIVE DISTRICT LEGAL DESCRIPTIONS⁵

The Project Area will consist of the area within which all of the Incentive Districts are located.

Project Area Legal Description

A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:

COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike; thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2" Rebar AND the POINT OF BEGINNING;

Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike;

Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar;

Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail;

Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line;

Thence with a bearing of N 54°28'57" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;

Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;

⁵ Note that until City Council approves this Project Plan, the legal descriptions set forth herein remain subject to review and revision based on updated surveys and related information.

Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11"W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;

Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the SW/4 a distance of 2333.99

feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe;

Thence along said north line of said SW/4 with a bearing of S 89°28'48" W a distance of 1645.64' back to the POINT OF BEGINNING.

Less and Except:

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36 N 89° 18' 29" E, a distance of 452.85 feet;

Thence departing said North line S 00° 00' 42" W, a distance of 1143.51 feet;

Thence S 89° 59' 34" W, a distance of 1,189.48 feet;

Thence N 00° 00' 04" E, a distance of 1,128.25 feet to a point on the North line of the Northwest Quarter of said Section 36;

Thence along said North line N 89° 13' 38" E, a distance of 736.95 feet back to the POINT OF BEGINNING.

Containing 16,844,572 square feet OR 386.698 acres more or loss

The boundaries of six (6) proposed Incentive Districts, whose dates of creation are proposed to be deferred for a period of up to ten years, are described as follows:

Incentive District 1 Legal Description

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet; Thence departing said East line, S 89° 59' 44" W, a distance of 2,200.10 feet; Thence N 00° 00' 01" E, a distance of 1,516.34 feet to a point on the North line of said Northeast Quarter; Thence along said North line N 89° 18' 29" E, a distance of 2,177.89 feet back to the POINT OF BEGINNING.

Containing 3,347,887 square feet OR 76.857 acres more or less.

Incentive District 2 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet to the POINT OF BEGINNING;

Thence S 00° 49' 52" E, a distance of 579.72 feet to a point being a non-tangent curve to the right also being a point on the Northeasterly Railroad Right-Of-Way line recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence along the Northwestern Right-Of-Way line for the next six (6) calls:

(1) Along said curve to the right having a radius of 2,799.14 feet, an arc length of 763.70 feet, and having a chord bearing of S 27° 41' 41" W, a chord length of 761.34 feet to a point of non-tangency;

(2) Thence N 54° 28' 57" W, a distance of 20.00 feet to a non-tangent curve to the right;

(3) Thence along curve to the right having a radius of 2773.96 feet, an arc length of 487.70 feet, and having a chord bearing of S 40° 33' 14" W, a chord length of 487.07 feet to a point of non-tangency;

(4) Thence S 44° 24' 34" E, a distance of 20.00 feet to a non-tangent curve to the right;

(5) Thence along curve to the right having a radius of 2793.69 feet, an arc length of 617.99 feet, and having a chord bearing of S 51° 55' 38" W, a chord length of 616.73 feet to a point of non-tangency;

(6) Thence S 59° 19' 00" W, a distance of 1,221.25 feet;

Thence departing from said Northwestern Right-Of-Way line N 00° 00' 12" E, a distance of 1,155.08 feet;

Thence N 00° 00' 00" W, a distance of 1,075.36 feet;

Thence N 00° 00' 00" E, a distance of 399.42 feet;

Thence N 89° 59' 44" E, a distance of 2,200.12 feet back to the POINT OF BEGINNING.

Containing 4,111,928 square feet OR 94.397 acres more or less.

Incentive District 3 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36;

Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1645.61 feet;

Thence along the West line of Lot Four (4) Richmond Road & Highway 177 Addition, S 00° 48' 02" E, a distance of 334.80 feet to the POINT OF BEGINNING;

Thence N 89° 59' 20" E, a distance of 1,399.15 feet; Thence S 00° 00' 12" W, a distance of 1,155.08 feet to a point on the Northwestern line of a Railroad Right-Of-Way recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence continuing along said Northwestern line S 59° 19' 00" W, a distance of 1,223.40 feet to a non-tangent curve to the left; Thence along said curve having a radius of 2915.00 feet, an arc length of 387.91 feet, and having a chord bearing of S 55° 26' 11" W, a chord length of 387.62 feet to a point of non-tangency; Thence departing said Northwestern line N 00° 47' 43" W, a distance of 1999.19 feet back to the POINT OF BEGINNING.

Containing 2,172,023 square feet OR 49.878 acres more or less.

Incentive District 4 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) and Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1622.33 feet to the POINT OF BEGINNING;

Thence N 00° 00' 46" W, a distance of 740.78 feet; Thence N 89° 59' 20" E, a distance of 1427.27 feet;

Thence S 00° 00' 00" W, a distance of 1075.36 feet; Thence S 89° 59' 20" W, a distance of 1399.15 feet;

Thence N 00° 48' 02" W, a distance of 334.80 feet; Thence continuing along said South line S 89° 28' 48" W, a distance of 23.28 feet back to the POINT OF BEGINNING.

Containing 1,526,135 square feet OR 35.035 acres more or less.

Incentive District 5 Legal Description

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36, N 89° 18' 29" E, a distance of 452.85 feet;

Thence departing said North line and along the East line of Lot Seven (7) in Richmond Road & Highway 177 Addition, S 00° 00' 42" W, a distance of 1143.51 feet to the POINT OF BEGINNING;

Thence S 00° 02' 04" E, a distance of 372.20 feet; Thence S 00° 00' 00" W, a distance of 399.42 feet;

Thence S 89° 59' 20" W, a distance of 1,427.27 feet; Thence N 00° 00' 17" E, a distance of 210.20 feet;
Thence N 90° 00' 00" E, a distance of 237.55 feet; Thence N 00° 00' 00" W, a distance of 562.17 feet;
Thence N 89° 59' 34" E, a distance of 1,189.48 feet to the POINT OF BEGINNING.

Containing 968,675 square feet OR 22.238 acres more or less.

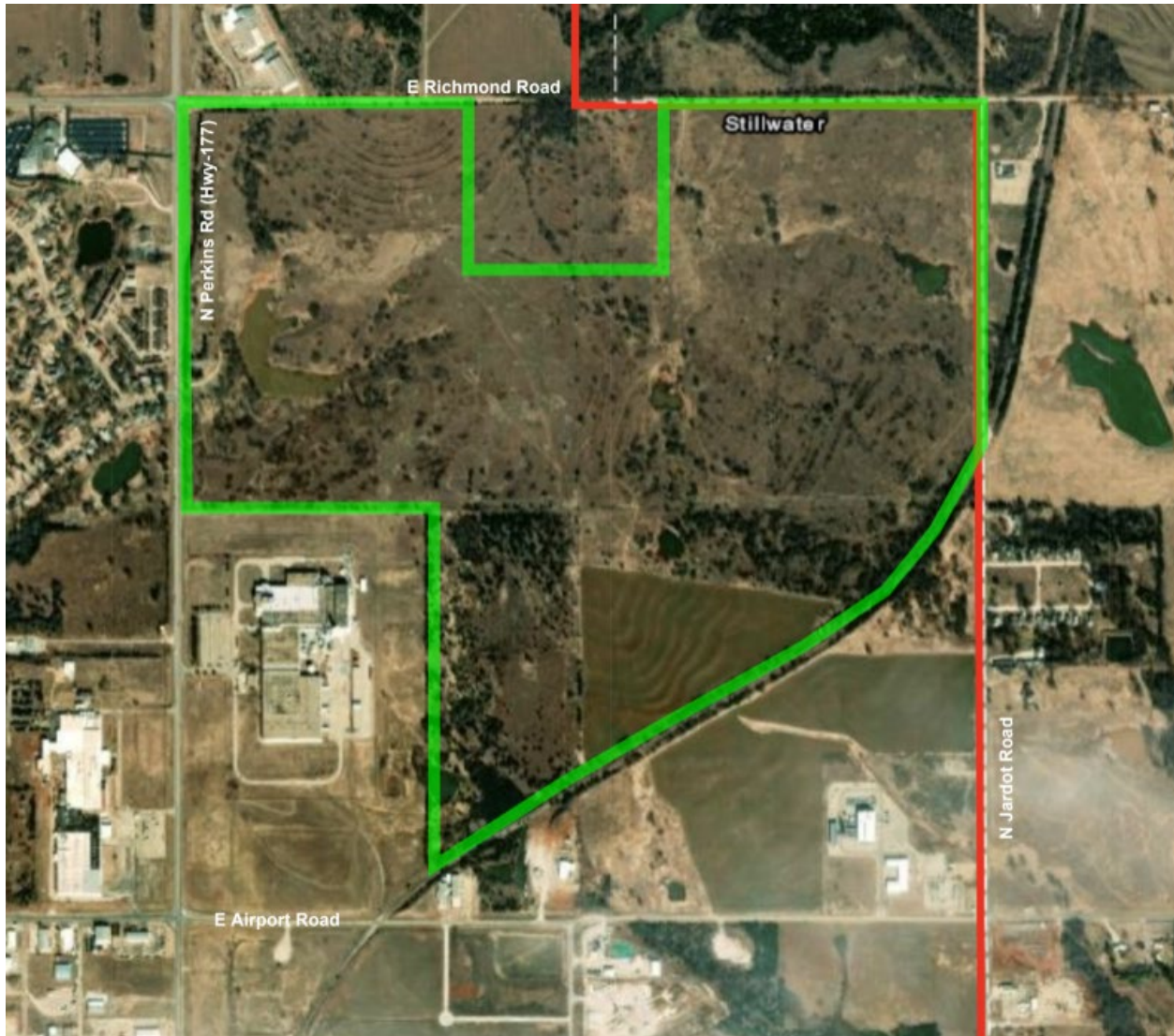
Incentive District 6 Legal Description

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 36, Thence along the North line of said Section 36 N 89° 13' 38" E, a distance of 1,892.59 feet;
Thence departing from said North line S 00° 00' 03 " W, a distance of 1690.42 feet;
Thence S 89° 56' 04" W, a distance of 237.57 feet;
Thence S 00° 00' 00" W, a distance of 209.93 feet;
Thence S 00° 00' 46" E, a distance of 740.78 feet to a point on the South line of the Northwest Quarter of said Section 36; Thence along said South line S 89° 28' 48" W, a distance of 1622.33 feet to the Southwest corner of the Northwest Quarter; Thence departing said South line and along the West line of the Northwest Quarter of said Section 36 N 00° 42' 47" W, a distance of 2630.81 feet back to the POINT OF BEGINNING.

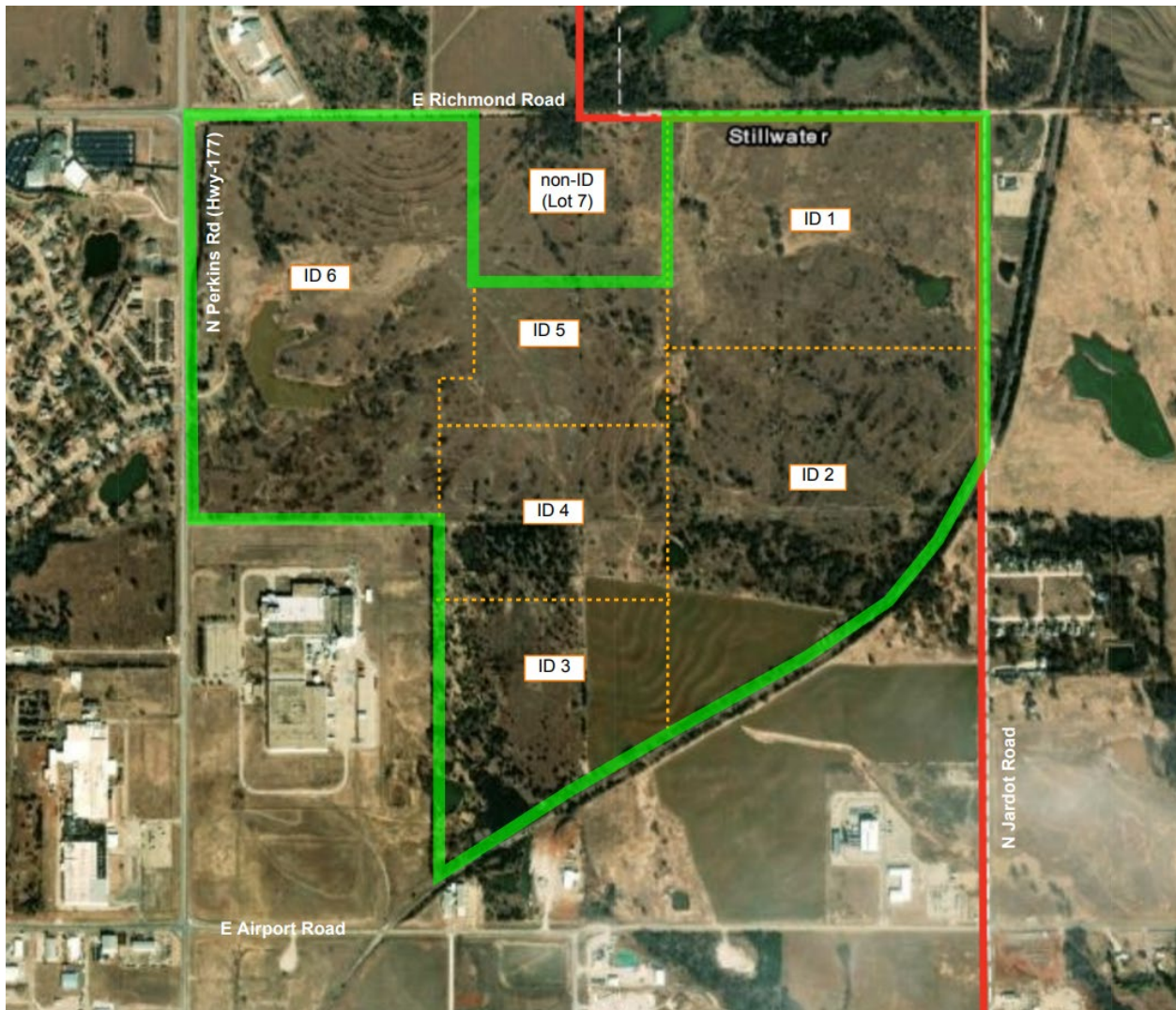
Containing 4,717 996 square feet OR 108.310 acres more or less.

EXHIBIT C: EXISTING USES AND CONDITIONS



The Project Area is currently undeveloped and has been used for limited agricultural purposes (grazing and crop leases). After the passage of City of Stillwater Ordinance No. 3535 on May 8, 2024, the entirety of the Project Area is zoned IG General Industrial District in anticipation of the development of the Project.

EXHIBIT D: PROPOSED IMPROVEMENTS AND USES



The Project Area will be developed as a data center campus. The public works and improvements for the Project will include infrastructure necessary to deliver water to and transport wastewater from the Project Area, and road improvements to Richmond Road. Additional water and wastewater infrastructure may be necessary to accommodate future phases of the Project.



FINANCIAL PROJECTIONS APPENDIX
to the
STILLWATER DATA CENTER ECONOMIC
DEVELOPMENT PROJECT PLAN

Phase 1

Year	PILOT Payments				Community Betterment Payments	Franchise Fees*	Total
	SPS	Meridian Tech	County	County Health			
2027	\$ 624,023	\$ 135,599	\$ 89,985	\$ 17,961	\$ 132,432	\$ 2,070,000	\$ 1,000,000
2028	\$ 630,263	\$ 136,955	\$ 90,884	\$ 18,141	\$ 133,756	\$ 2,070,000	\$ 1,010,000
2029	\$ 636,566	\$ 138,325	\$ 91,793	\$ 18,322	\$ 135,094	\$ 2,070,000	\$ 1,020,100
2030	\$ 642,932	\$ 139,708	\$ 92,711	\$ 18,506	\$ 136,445	\$ 2,070,000	\$ 1,030,301
2031	\$ 649,361	\$ 141,105	\$ 93,638	\$ 18,691	\$ 137,809	\$ 2,070,000	\$ 1,040,604
2032	\$ 655,854	\$ 142,516	\$ 94,575	\$ 18,878	\$ 139,187	\$ 2,070,000	\$ 1,051,010
2033	\$ 662,413	\$ 143,941	\$ 95,520	\$ 19,066	\$ 140,579	\$ 2,070,000	\$ 1,061,520
2034	\$ 669,037	\$ 145,381	\$ 96,476	\$ 19,257	\$ 141,985	\$ 2,070,000	\$ 1,072,135
2035	\$ 675,727	\$ 146,834	\$ 97,440	\$ 19,450	\$ 143,405	\$ 2,070,000	\$ 1,082,857
2036	\$ 682,485	\$ 148,303	\$ 98,415	\$ 19,644	\$ 144,839	\$ 2,070,000	\$ 1,093,685
2037	\$ 689,310	\$ 149,786	\$ 99,399	\$ 19,840	\$ 146,287	\$ 2,070,000	\$ 1,104,622
2038	\$ 696,203	\$ 151,284	\$ 100,393	\$ 20,039	\$ 147,750	\$ 2,070,000	\$ 1,115,668
2039	\$ 703,165	\$ 152,797	\$ 101,397	\$ 20,239	\$ 149,228	\$ 2,070,000	\$ 1,126,825
2040	\$ 710,196	\$ 154,325	\$ 102,411	\$ 20,442	\$ 150,720	\$ 2,070,000	\$ 1,138,093
2041	\$ 717,298	\$ 155,868	\$ 103,435	\$ 20,646	\$ 152,227	\$ 2,070,000	\$ 1,149,474
2042	\$ 724,471	\$ 157,426	\$ 104,469	\$ 20,853	\$ 153,749	\$ 2,070,000	\$ 1,160,969
2043	\$ 731,716	\$ 159,001	\$ 105,514	\$ 21,061	\$ 155,287	\$ 2,070,000	\$ 1,172,579
2044	\$ 739,033	\$ 160,591	\$ 106,569	\$ 21,272	\$ 156,840	\$ 2,070,000	\$ 1,184,304
2045	\$ 746,424	\$ 162,197	\$ 107,635	\$ 21,484	\$ 158,408	\$ 2,070,000	\$ 1,196,147
2046	\$ 753,888	\$ 163,819	\$ 108,711	\$ 21,699	\$ 159,992	\$ 2,070,000	\$ 1,208,109
2047	\$ 761,427	\$ 165,457	\$ 109,798	\$ 21,916	\$ 161,592	\$ 2,070,000	\$ 1,220,190
2048	\$ 769,041	\$ 167,111	\$ 110,896	\$ 22,135	\$ 163,208	\$ 2,070,000	\$ 1,232,392
2049	\$ 776,731	\$ 168,782	\$ 112,005	\$ 22,357	\$ 164,840	\$ 2,070,000	\$ 1,244,716
2050	\$ 784,499	\$ 170,470	\$ 113,125	\$ 22,580	\$ 166,489	\$ 2,070,000	\$ 1,257,163
2051	\$ 792,344	\$ 172,175	\$ 114,256	\$ 22,806	\$ 168,153	\$ 2,070,000	\$ 1,269,735
Total	\$ 17,624,406	\$ 3,829,755	\$ 2,541,450	\$ 507,285	\$ 3,740,303	\$ 51,750,000	\$ 79,993,200

*The Franchise Fee revenues represent the City's estimates and are not projections provided by the Company.

Phase 2

Year	PILOT Payments					Community Betterment Payments	Franchise Fees*	Total
	SPS	Meridian Tech	County	County Health				
2033	\$ 662,413	\$ 143,941	\$ 95,520	\$ 19,066	\$ 140,579	\$ 2,070,000	\$ 1,061,520	
2034	\$ 669,037	\$ 145,381	\$ 96,476	\$ 19,257	\$ 141,985	\$ 2,070,000	\$ 1,072,135	
2035	\$ 675,727	\$ 146,834	\$ 97,440	\$ 19,450	\$ 143,405	\$ 2,070,000	\$ 1,082,857	
2036	\$ 682,485	\$ 148,303	\$ 98,415	\$ 19,644	\$ 144,839	\$ 2,070,000	\$ 1,093,685	
2037	\$ 689,310	\$ 149,786	\$ 99,399	\$ 19,840	\$ 146,287	\$ 2,070,000	\$ 1,104,622	
2038	\$ 696,203	\$ 151,284	\$ 100,393	\$ 20,039	\$ 147,750	\$ 2,070,000	\$ 1,115,668	
2039	\$ 703,165	\$ 152,797	\$ 101,397	\$ 20,239	\$ 149,228	\$ 2,070,000	\$ 1,126,825	
2040	\$ 710,196	\$ 154,325	\$ 102,411	\$ 20,442	\$ 150,720	\$ 2,070,000	\$ 1,138,093	
2041	\$ 717,298	\$ 155,868	\$ 103,435	\$ 20,646	\$ 152,227	\$ 2,070,000	\$ 1,149,474	
2042	\$ 724,471	\$ 157,426	\$ 104,469	\$ 20,853	\$ 153,749	\$ 2,070,000	\$ 1,160,969	
2043	\$ 731,716	\$ 159,001	\$ 105,514	\$ 21,061	\$ 155,287	\$ 2,070,000	\$ 1,172,579	
2044	\$ 739,033	\$ 160,591	\$ 106,569	\$ 21,272	\$ 156,840	\$ 2,070,000	\$ 1,184,304	
2045	\$ 746,424	\$ 162,197	\$ 107,635	\$ 21,484	\$ 158,408	\$ 2,070,000	\$ 1,196,147	
2046	\$ 753,888	\$ 163,819	\$ 108,711	\$ 21,699	\$ 159,992	\$ 2,070,000	\$ 1,208,109	
2047	\$ 761,427	\$ 165,457	\$ 109,798	\$ 21,916	\$ 161,592	\$ 2,070,000	\$ 1,220,190	
2048	\$ 769,041	\$ 167,111	\$ 110,896	\$ 22,135	\$ 163,208	\$ 2,070,000	\$ 1,232,392	
2049	\$ 776,731	\$ 168,782	\$ 112,005	\$ 22,357	\$ 164,840	\$ 2,070,000	\$ 1,244,716	
2050	\$ 784,499	\$ 170,470	\$ 113,125	\$ 22,580	\$ 166,489	\$ 2,070,000	\$ 1,257,163	
2051	\$ 792,344	\$ 172,175	\$ 114,256	\$ 22,806	\$ 168,153	\$ 2,070,000	\$ 1,269,735	
2052	\$ 800,267	\$ 173,897	\$ 115,399	\$ 23,034	\$ 169,835	\$ 2,070,000	\$ 1,282,432	
2053	\$ 808,270	\$ 175,636	\$ 116,553	\$ 23,265	\$ 171,533	\$ 2,070,000	\$ 1,295,256	
2054	\$ 816,352	\$ 177,392	\$ 117,719	\$ 23,497	\$ 173,249	\$ 2,070,000	\$ 1,308,209	
2055	\$ 824,516	\$ 179,166	\$ 118,896	\$ 23,732	\$ 174,981	\$ 2,070,000	\$ 1,321,291	
2056	\$ 832,761	\$ 180,958	\$ 120,085	\$ 23,969	\$ 176,731	\$ 2,070,000	\$ 1,334,504	
2057	\$ 841,089	\$ 182,767	\$ 121,286	\$ 24,209	\$ 178,498	\$ 2,070,000	\$ 1,347,849	
Total	\$ 18,708,662	\$ 4,065,362	\$ 2,697,801	\$ 538,494	\$ 3,970,407	\$ 51,750,000	\$ 81,730,725	

*The Franchise Fee revenues represent the City's estimates and are not projections provided by the Company.

Phase 3*

Year	PILOT Payments				Total
	SPS	Meridian Tech	County	County Health	
2037	\$ 977,024	\$ 212,306	\$ 140,887	\$ 28,122	\$ 1,358,339
2038	\$ 986,794	\$ 214,429	\$ 142,296	\$ 28,403	\$ 1,371,922
2039	\$ 996,662	\$ 216,573	\$ 143,719	\$ 28,687	\$ 1,385,641
2040	\$ 1,006,629	\$ 218,739	\$ 145,156	\$ 28,974	\$ 1,399,498
2041	\$ 1,016,695	\$ 220,926	\$ 146,608	\$ 29,264	\$ 1,413,493
2042	\$ 1,026,862	\$ 223,135	\$ 148,074	\$ 29,556	\$ 1,427,628
2043	\$ 1,037,130	\$ 225,367	\$ 149,555	\$ 29,852	\$ 1,441,904
2044	\$ 1,047,502	\$ 227,620	\$ 151,050	\$ 30,150	\$ 1,456,323
2045	\$ 1,057,977	\$ 229,897	\$ 152,561	\$ 30,452	\$ 1,470,886
2046	\$ 1,068,557	\$ 232,196	\$ 154,087	\$ 30,756	\$ 1,485,595
2047	\$ 1,079,242	\$ 234,518	\$ 155,627	\$ 31,064	\$ 1,500,451
2048	\$ 1,090,035	\$ 236,863	\$ 157,184	\$ 31,375	\$ 1,515,456
2049	\$ 1,100,935	\$ 239,231	\$ 158,756	\$ 31,688	\$ 1,530,610
2050	\$ 1,111,944	\$ 241,624	\$ 160,343	\$ 32,005	\$ 1,545,916
2051	\$ 1,123,064	\$ 244,040	\$ 161,946	\$ 32,325	\$ 1,561,375
2052	\$ 1,134,294	\$ 246,480	\$ 163,566	\$ 32,649	\$ 1,576,989
2053	\$ 1,145,637	\$ 248,945	\$ 165,202	\$ 32,975	\$ 1,592,759
2054	\$ 1,157,094	\$ 251,435	\$ 166,854	\$ 33,305	\$ 1,608,687
2055	\$ 1,168,665	\$ 253,949	\$ 168,522	\$ 33,638	\$ 1,624,773
2056	\$ 1,180,351	\$ 256,488	\$ 170,207	\$ 33,974	\$ 1,641,021
2057	\$ 1,192,155	\$ 259,053	\$ 171,909	\$ 34,314	\$ 1,657,431
2058	\$ 1,204,076	\$ 261,644	\$ 173,629	\$ 34,657	\$ 1,674,006
Total	\$ 23,909,322	\$ 5,195,457	\$ 3,447,739	\$ 688,185	\$ 33,240,703

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 4*

Year	PILOT Payments				Total
	SPS	Meridian Tech	County	County Health	
2039	\$ 1,046,790	\$ 227,466	\$ 150,948	\$ 30,130	\$ 1,455,334
2040	\$ 1,057,258	\$ 229,740	\$ 152,457	\$ 30,431	\$ 1,469,887
2041	\$ 1,067,831	\$ 232,038	\$ 153,982	\$ 30,736	\$ 1,484,586
2042	\$ 1,078,509	\$ 234,358	\$ 155,522	\$ 31,043	\$ 1,499,432
2043	\$ 1,089,294	\$ 236,702	\$ 157,077	\$ 31,353	\$ 1,514,426
2044	\$ 1,100,187	\$ 239,069	\$ 158,648	\$ 31,667	\$ 1,529,571
2045	\$ 1,111,189	\$ 241,460	\$ 160,234	\$ 31,983	\$ 1,544,866
2046	\$ 1,122,301	\$ 243,874	\$ 161,837	\$ 32,303	\$ 1,560,315
2047	\$ 1,133,524	\$ 246,313	\$ 163,455	\$ 32,626	\$ 1,575,918
2048	\$ 1,144,859	\$ 248,776	\$ 165,089	\$ 32,953	\$ 1,591,677
2049	\$ 1,156,308	\$ 251,264	\$ 166,740	\$ 33,282	\$ 1,607,594
2050	\$ 1,167,871	\$ 253,776	\$ 168,408	\$ 33,615	\$ 1,623,670
2051	\$ 1,179,550	\$ 256,314	\$ 170,092	\$ 33,951	\$ 1,639,907
2052	\$ 1,191,345	\$ 258,877	\$ 171,793	\$ 34,291	\$ 1,656,306
2053	\$ 1,203,258	\$ 261,466	\$ 173,511	\$ 34,634	\$ 1,672,869
2054	\$ 1,215,291	\$ 264,081	\$ 175,246	\$ 34,980	\$ 1,689,597
2055	\$ 1,227,444	\$ 266,722	\$ 176,998	\$ 35,330	\$ 1,706,493
2056	\$ 1,239,718	\$ 269,389	\$ 178,768	\$ 35,683	\$ 1,723,558
2057	\$ 1,252,116	\$ 272,083	\$ 180,556	\$ 36,040	\$ 1,740,794
2058	\$ 1,264,637	\$ 274,804	\$ 182,361	\$ 36,400	\$ 1,758,202
Total	\$ 23,049,280	\$ 5,008,571	\$ 3,323,721	\$ 663,430	\$ 32,045,002

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 5*

Year	PILOT Payments				Total
	SPS	Meridian Tech	County	County Health	
2041	\$ 1,121,539	\$ 243,709	\$ 161,727	\$ 32,281	\$ 1,559,255
2042	\$ 1,132,754	\$ 246,146	\$ 163,344	\$ 32,604	\$ 1,574,848
2043	\$ 1,144,082	\$ 248,607	\$ 164,977	\$ 32,930	\$ 1,590,596
2044	\$ 1,155,522	\$ 251,093	\$ 166,627	\$ 33,260	\$ 1,606,502
2045	\$ 1,167,078	\$ 253,604	\$ 168,293	\$ 33,592	\$ 1,622,567
2046	\$ 1,178,748	\$ 256,140	\$ 169,976	\$ 33,928	\$ 1,638,793
2047	\$ 1,190,536	\$ 258,702	\$ 171,676	\$ 34,267	\$ 1,655,181
2048	\$ 1,202,441	\$ 261,289	\$ 173,393	\$ 34,610	\$ 1,671,733
2049	\$ 1,214,466	\$ 263,901	\$ 175,127	\$ 34,956	\$ 1,688,450
2050	\$ 1,226,610	\$ 266,540	\$ 176,878	\$ 35,306	\$ 1,705,334
2051	\$ 1,238,876	\$ 269,206	\$ 178,647	\$ 35,659	\$ 1,722,388
2052	\$ 1,251,265	\$ 271,898	\$ 180,433	\$ 36,015	\$ 1,739,612
2053	\$ 1,263,778	\$ 274,617	\$ 182,238	\$ 36,375	\$ 1,757,008
2054	\$ 1,276,416	\$ 277,363	\$ 184,060	\$ 36,739	\$ 1,774,578
2055	\$ 1,289,180	\$ 280,137	\$ 185,901	\$ 37,107	\$ 1,792,324
2056	\$ 1,302,072	\$ 282,938	\$ 187,760	\$ 37,478	\$ 1,810,247
2057	\$ 1,315,092	\$ 285,767	\$ 189,637	\$ 37,852	\$ 1,828,349
2058	\$ 1,328,243	\$ 288,625	\$ 191,534	\$ 38,231	\$ 1,846,633
Total	\$ 21,998,697	\$ 4,780,281	\$ 3,172,226	\$ 633,191	\$ 30,584,396

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

Phase 6*

Year	PILOT Payments				Total
	SPS	Meridian Tech	County	County Health	
2043	\$ 1,201,625	\$ 261,111	\$ 173,275	\$ 34,587	\$ 1,670,597
2044	\$ 1,213,641	\$ 263,722	\$ 175,008	\$ 34,932	\$ 1,687,303
2045	\$ 1,225,777	\$ 266,359	\$ 176,758	\$ 35,282	\$ 1,704,176
2046	\$ 1,238,035	\$ 269,023	\$ 178,525	\$ 35,635	\$ 1,721,218
2047	\$ 1,250,415	\$ 271,713	\$ 180,311	\$ 35,991	\$ 1,738,430
2048	\$ 1,262,919	\$ 274,430	\$ 182,114	\$ 36,351	\$ 1,755,814
2049	\$ 1,275,549	\$ 277,175	\$ 183,935	\$ 36,714	\$ 1,773,372
2050	\$ 1,288,304	\$ 279,946	\$ 185,774	\$ 37,081	\$ 1,791,106
2051	\$ 1,301,187	\$ 282,746	\$ 187,632	\$ 37,452	\$ 1,809,017
2052	\$ 1,314,199	\$ 285,573	\$ 189,508	\$ 37,827	\$ 1,827,107
2053	\$ 1,327,341	\$ 288,429	\$ 191,403	\$ 38,205	\$ 1,845,379
2054	\$ 1,340,614	\$ 291,313	\$ 193,317	\$ 38,587	\$ 1,863,832
2055	\$ 1,354,021	\$ 294,226	\$ 195,251	\$ 38,973	\$ 1,882,471
2056	\$ 1,367,561	\$ 297,169	\$ 197,203	\$ 39,363	\$ 1,901,295
2057	\$ 1,381,236	\$ 300,140	\$ 199,175	\$ 39,756	\$ 1,920,308
2058	\$ 1,395,049	\$ 303,142	\$ 201,167	\$ 40,154	\$ 1,939,511
Total	\$ 20,737,473	\$ 4,506,219	\$ 2,990,357	\$ 596,889	\$ 28,830,939

**CPI growth based on the 25-year average of 3.5088%*

Note: Community Betterment Payments and Franchise Fees to the City for future phases will be determined pursuant to Supplemental Development Agreement(s) between the City and the Company.

LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and among Kipper LLC, a Delaware limited liability company (the “**Company**”), the City of Stillwater, Oklahoma, a municipal corporation (the “**City**”), the Board of Education of Independent School District Number 16 of Payne County, Oklahoma (the “**Stillwater Public Schools**”), the Board of Education of the Meridian Technology Center (“**Meridian Technology Center**”), the Board of County Commissioners of Payne County (the “**County**”), and the Board of the Payne County Health Department (the “**Health Department**”) (collectively, Stillwater Public Schools, Meridian Technology Center, the County, and the Health Department are the “**Taxing Entities**”) (the Company, the City, and the Taxing Entities are collectively referred to as the “**Parties**”, each a “**Party**”).

WITNESSETH:

WHEREAS, the Company intends to develop on certain parcels of property within the City, as more particularly described in Exhibit A attached hereto (the “**Property**”), one or more data center facilities and may develop certain ancillary buildings, structures and infrastructure that support or are related to the data center operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings, all of which are part of the computer infrastructure, data processing, hosting and related services classification (collectively the “**Project**”¹); and

WHEREAS, on July 16, 2024, the Stillwater Planning Commission by its Resolution No. PC-2024-1, a true and correct copy of which is attached hereto as Exhibit B, recommended the approval of the Stillwater Data Center Economic Development Project Plan (the “**Project Plan**”) pursuant to the Oklahoma Local Development Act, 62 O.S. § 851, et seq. (the “**Act**”), without any amendments thereto in accordance with Section 858 of the Act; and

WHEREAS, on July 10, 2024, the Stillwater Local Development Act Review Committee by its Resolution, a true and correct copy of which is attached hereto as Exhibit C, recommended the approval of the Project Plan pursuant to the Act in order to provide ad valorem property tax abatements for the Project; and

WHEREAS, after the public hearings required by the Act, the City adopted and approved the Project Plan and this Agreement by Ordinance No. 3544, a true and correct copy of which is attached hereto as Exhibit D (the “**Project Plan Ordinance**”), and created six (6) tax incentive districts, Incentive Districts “1,” “2,” “3,” “4,” “5,” and “6” (the “**Incentive Districts**” and each an “**Incentive District**”); and

WHEREAS, each of the Taxing Entities and the City have determined that it is appropriate and desirable, in order to ensure the economic viability of the Project, that the Taxing Entities, which would otherwise share in the ad valorem taxes applicable to the Property, provide each Phase (as defined below) a one hundred percent (100%) twenty-five (25) year ad valorem tax

¹ The term “Project” shall refer to all Phases that are constructed on the Property.

exemption on all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within each Incentive District, upon the terms and conditions as provided for herein (collectively, the “**Incentive District Exemptions**”), all as authorized by Article 10, §6(C) of the Oklahoma Constitution, Section 860(B) of the Act, the Project Plan, the Project Plan Ordinance, and other applicable authorizations; and

WHEREAS, the Company desires to develop the Project in phases (each a “**Phase**”) with the term Phase as used herein referring to all structures developed or improved within an Incentive District, as well as all new investment in personal property located or installed within an Incentive District, at any time after approval of the Project Plan that would be subject to ad valorem taxation but for the Incentive District Exemptions; and

WHEREAS, the Company anticipates that each Phase will include an approximately 300,000 square foot data center (each, a “**Data Center**”); however, the precise number, location, and size of Data Centers is subject to change in the Company’s sole discretion as a result of market and other business conditions; and

WHEREAS, the Company anticipates that the Phases may include ancillary buildings, structures and infrastructure that support or are related to the data center campus operations, including but not limited to, utility buildings, structures, and appurtenances and office buildings; and

WHEREAS, the Taxing Entities and the City intend to create the Incentive Districts, in order (i) to promote economic development within the Project Area (as defined in the Project Plan) or Property which is an existing enterprise zone as defined by Section 853(6) of the Act, and (ii) to reverse economic stagnation or decline, to serve as a catalyst for expanding employment, and to attract investment and to preserve and enhance the tax base within the Property, which the City designated as a reinvestment area as defined by the Section 853(17) of the Act in the Project Plan Ordinance; and

WHEREAS, the Taxing Entities, City, and Company are entering into this Agreement to, among other things, satisfy the requirements of Sections 865 and 866 of the Act, which provide, respectively that (i) each Taxing Entity must enter into an agreement with the City in order for tax incentives or exemptions to be granted under the Act for that Taxing Entity’s portion of the ad valorem tax, and (ii) the City must enter into an agreement with the Company as the prospective owner of the Property and the recipient of the Incentive District Exemptions to set forth the terms and conditions applicable to the Incentive District Exemptions; and

WHEREAS, in consideration of the Incentive District Exemptions to be provided under this Agreement, the Company has agreed to make Community Betterment Payments (defined herein) to the City and payments in lieu of taxes to the other Taxing Entities in such amounts and at such times as further described in Section 5 of this Agreement; and

WHEREAS, the City and Taxing Entities have determined that it is appropriate, desirable, and in the public interest to approve the Incentive District Exemptions, pursuant to the terms of this Agreement, and that the Incentive District Exemptions will assist in strengthening the

economic viability of the City of Stillwater, Oklahoma, as a whole, and more particularly in relation to the Project Plan; and

WHEREAS, the City, through the Project Plan Ordinance, has approved the adoption of this Agreement; and ,

WHEREAS, the Stillwater Public Schools through Resolution _____ adopted on _____ (a true and correct copy of which is attached hereto as Exhibit E), Meridian Technology Center through Resolution _____ adopted on _____ (a true and correct copy of which is copy attached hereto as Exhibit F), the County through Resolution _____ adopted on _____ (a true and correct copy of which is attached hereto as Exhibit G), the Health Department through Resolution _____ adopted on _____ (a true and correct copy of which is attached hereto as Exhibit H) have approved the adoption of this Agreement (collectively, the “**Taxing Entity Approvals**” and each a “**Taxing Entity Approval**”); and

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the parties agree as follows:

1. Incorporation of Recitals.

The Parties acknowledge and agree that the recitals set forth above are a material part of this Agreement and are incorporated herein by reference.

2. Project.

a. Purpose.

The objectives of this Agreement are:

- (i) To attract the Project and the accompanying investment and development to the City, which would not occur without the tax incentives described in this Agreement.
- (ii) To generate new revenues for the City in the form of Community Betterment Payments and for each of the Taxing Entities in the form of annual payments in lieu of taxes (“**PILOTS**”) for each Data Center constructed as part of the Project, in accordance with Section 5 of this Agreement.

b. Project Scope.

The Project will consist of up to six (6) Phases corresponding to the six (6) Incentive Districts, with each Phase of the Project estimated to consist of at least five hundred million dollars (\$500,000,000) in private investment by the Company.

The Parties further acknowledge that the Company retains complete control and discretion over the number of Phases developed as well as the rate, timing, and order of development of the Project, and that nothing herein shall be construed to require the Company to construct or develop any particular Phase, Data Center, structure, building, or facility, or to develop the Incentive Districts in any particular order or according to any particular timeline, except as otherwise provided in the Economic Development Agreement described in Section 4.b(ii) below. Except as

expressly provided otherwise in Section 4 herein, the Taxing Entities and City shall have no right to condition the amount or term of the Incentive District Exemptions provided herein based on the rate, timing, or order of development of the Project or the Incentive Districts.

Further, because the Project will be constructed in Phases over an extended period, the Parties acknowledge that, although the Company anticipates developing one Data Center per Phase, the Company may construct Data Centers that overlap the boundaries of more than one Incentive District or multiple Data Centers in one Phase, as discussed Section 4 herein, subject to the payment of PILOTs and Community Betterment Payments for each Data Center constructed, per Section 5.

3. Approval of the Tax Abatement.

Pursuant to Section 865 of the Act, the City and each of the Taxing Entities hereby (i) agree to the Incentive District Exemptions, subject to the terms and conditions of this Agreement; (ii) approve the form of the Project Plan Ordinance, the creation of each Incentive District pursuant to the Project Plan Ordinance, and all Incentive District Exemptions provided pursuant to the Project Plan Ordinance and this Agreement; (iii) waive any defects within or relating to the Project Plan Ordinance and this Agreement; and (iv) agree to relinquish for the duration of the Incentive District Term for each Incentive District any and all tax revenues attributable to the Phase, including, for the avoidance of doubt, all real property taxes and personal property taxes in excess of the Base Value, as defined herein, which the Parties agree is the value attributable to new investment after approval of the Project Plan.

Each of the Taxing Entities and the City represents and warrants that, in accordance with Sections 857 and 865 of the Act, its respective Taxing Entity Approval was made by a majority vote of its governing body, and that no member of the governing body was ineligible under Section 857 of the Act to vote on the Taxing Entity Approval.

4. Tax Abatement Terms.

a. The Incentive District Exemptions.

In accordance with Section 860(B) of the Act and the Project Plan Ordinance, all new value attributable to investment qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision within each Incentive District made after the effective date of the Project Plan shall be afforded a one hundred percent (100%) exemption for the duration of the Incentive District Term, during which no ad valorem taxes shall be assessed against such property. The incentive provided under the Act and this Agreement shall not include Public Service Property, if any, located within each Incentive District; provided that “Public Service Property” shall be defined as property of all railroads, air carriers and public service corporations assessed annually by the State Board of Equalization pursuant to 68 O.S. § 2847 and Article 10, § 21 of the Oklahoma Constitution.

b. Activation of the Incentive District Exemptions.

(i) In accordance with the Project Plan Ordinance, each Incentive District shall, unless sooner terminated pursuant to the terms of the Economic Development Agreement described in subsection (ii) below, become effective and provide the Incentive District Exemption upon the

earlier of (a) January 1 of the year immediately following the completion of a Data Center within that Incentive District, as evidenced by the issuance of a certificate of occupancy or delivery of written notice by the Company to the City of substantial completion, or (b) January 1 of the year in which the tenth anniversary of the Project Plan Ordinance occurs, which the Parties anticipate to be January 1, 2034 (each an “**Exemption Activation Condition**” with the date of activation being the “**Exemption Effective Date**”). In accordance with Section 856(B)(2) of the Act, no Incentive District Exemptions may become effective more than ten years after approval of the Project Plan.

Upon or prior to the occurrence of an Exemption Activation Condition, as applicable, the City will, in accordance with the Project Plan Ordinance, confirm the Exemption Effective Date, designation, and name of each Incentive District by resolution or by action of the City Manager; provided, however, that if City Council has not passed such resolution: (a) within thirty (30) days following the issuance of a certificate of occupancy or delivery of written notice by the Company to the City of substantial completion or (b) by December 15, whichever is earlier, the City Manager shall immediately, and in all cases prior to the Exemption Effective Date, confirm the Exemption Effective Date, designation, and name of each Incentive District. Upon confirmation of the Exemption Effective Date, designation, and name of any Incentive District, the City Manager shall promptly deliver written notice to the Payne County Assessor (“**County Assessor**”), each of the other Taxing Entities, and the Company identifying the Incentive District activated and the Exemption Effective Date (the “**Incentive District Commencement Notice**”).

(ii) Concurrently with this Agreement, the City, the Stillwater Economic Development Authority, a public trust (“**SEDA**”), and the Company shall enter into an Economic Development Agreement providing for the development of Phase 1 and Phase 2 of the Project. The Company must provide written notice to the City that it intends to commence Phase 2 within two (2) years of completion of Phase 1. If the Company fails to commence development of Phase 2 within two (2) years of such notice, the City may terminate the undeveloped Incentive Districts, and, pursuant to the terms set forth in the Economic Development Agreement, SEDA may acquire the Company’s remaining portions of the Property.

Upon execution of a Supplemental Economic Development Agreement by the City, SEDA, and the Company for Phases 3 through 6 of the Project, whether one or more, the Company shall undertake the development of each such Phase in accordance with the Supplemental Economic Development Agreement(s). If Phase 2 has been developed but the development of Phase 3 has not commenced within 10 years of adoption of the Project Plan, then any remaining undeveloped Incentive Districts shall terminate. If Phase 2 has been developed and Phase 3 has commenced development (including design, engineering, permitting, construction for the site and/or associated infrastructure) within 10 years of the adoption of the Project Plan, the remaining undeveloped Incentive Districts will become effective. Thereafter, if development of Phase 4 has not commenced within 12 years of the adoption of the Project Plan, then any remaining undeveloped Incentive Districts shall terminate. If development of Phase 5 has not commenced within 14 years of the adoption of the Project Plan, then any undeveloped Incentive Districts shall terminate.

c. Exemption Term.

In accordance with the Project Plan Ordinance, the Incentive District Exemption for each Incentive District shall be effective for a period of twenty-five (25) tax years following the applicable Exemption Effective Date (the “**Incentive District Term**”).

d. Exemption Calculation.

Pursuant to an assessment performed by the County Assessor promptly after adoption of the Project Plan (in any event within 90 days), the County Assessor shall determine the base value of each Incentive District (the “**Base Values**” and each a “**Base Value**”). The Base Value shall be the total market value of real and personal property within an Incentive District multiplied by the assessment ratio. When determined, the Base Values shall be provided on Exhibit I, and approved by all Parties pursuant to this Agreement. The Parties waive any defect or irregularities with respect to the determination of the Base Values. The Base Value shall be subject to ad valorem taxation. Upon receipt of an Incentive District Commencement Notice, the County Assessor shall ensure that, as of the applicable Exemption Effective Date and for the duration of the applicable Incentive District Term, no ad valorem taxes are assessed against any qualifying exempt property (including land value) above the Base Value in that Incentive District. For clarity, the exemption extends to any increases in land value over the base land value, provided the use of the land remains eligible for the exemption. For avoidance of doubt, the Incentive District Exemption shall apply to all new investment attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision made in the Incentive District above the applicable Base Value, in accordance with Section 860(B) of the Project Plan. For additional clarity, if any improvements supporting the Data Center operations and qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 are constructed within an Incentive District prior to the construction of a Data Center, such improvements shall be subject to property taxation until such time as the construction of a Data Center triggers the Exemption Commencement Date for that Incentive District. On and after the Exemption Commencement Date, such improvements shall be exempt throughout the Incentive District Term.

e. Minor Amendments to the Incentive District Boundaries.

Although the Company anticipates that it will construct one Data Center per Incentive District, the Parties acknowledge and agree that the site plan, including the anticipated size, location, and number of Data Centers, is subject to change at the Company’s sole discretion. If the Company constructs a Data Center that is located within the boundaries of more than one Incentive District, then the City Manager, acting on behalf of the City in accordance with Section VI of the Project Plan, shall first endeavor to adjust the Incentive District boundaries in accordance with the following: If an adjustment of the Incentive District boundaries can be made that would result in the Data Center being located within a single Incentive District and would not result in an addition to an Incentive District constituting more than five percent (5%) of that Incentive District, then the City Manager in accordance with Sections VIII.D and VIII.F of the Project Plan, Section 858(D) of the Act, and this Agreement will, prior to sending the Incentive District Commencement Notice, administratively approve an amendment to the Project Plan adjusting the boundaries of the Incentive Districts such that the Data Center is in one Incentive

District, without any further legislation required. The Company shall reasonably cooperate with the City Manager in providing information necessary for the City Manager to make the foregoing determinations.

f. Activation if a Data Center is Located Within Multiple Incentive Districts.

If the City Manager cannot adjust the Incentive District boundaries in accordance with the previous Section, then the occurrence of the Exemption Activation Condition will trigger the activation of each Incentive District in which a portion of the Data Center is located, with the Incentive District Exemption Effective Date for each such Incentive District being January 1 of the immediately subsequent calendar year.

If, for example, construction of a Data Center is completed in 2027 and a portion of the Data Center is located in Incentive District 3 and another portion is located in Incentive District 4, the Incentive District Commencement Notice would indicate that both Incentive Districts 3 and 4 will have an Exemption Effective Date of January 1, 2028.

The Parties further acknowledge and agree that, in accordance with Section 4(a) of this Agreement, any buildings, including Data Centers, that are subsequently constructed within an Incentive District after the Exemption Effective Date will be subject to the Incentive District Exemption for the remaining Incentive District Term. In accordance with Section 5 of this Agreement, the Company will pay one annual PILOT for each Data Center constructed on the Property regardless of the number of Incentive Districts activated.

5. Payments in Lieu of Taxes (“PILOTs”) and Community Betterment Payments.

For each Data Center constructed on the Property, the Company will make an annual PILOT payment for each year that the Data Center is exempted from ad valorem taxation pursuant to an Incentive District Exemption (each, an “**Exemption Year**”), generally commencing in the year immediately following the year in which a certificate of occupancy is issued for the Data Center or in the year immediately following the year in which the Company provides written notice to the City of substantial completion (the “**PILOT Commencement Year**”) until the last year of the applicable Incentive District Term.

Phase 1 and 2. For each of Phase 1 and Phase 2 of the Project, the Company shall make annual PILOT payments to the Taxing Entities beginning in the PILOT Commencement Year. The initial annual PILOT payment for Phase 1 will total Eight Hundred Sixty-Seven Thousand Five Hundred Sixty-Eight and No/100 Dollars (\$867,568.00). This amount will be disbursed to the Taxing Entities as follows:

Taxing Entity	Initial Annual Payment for Phase 1	Share of Total PILOT Payments
Stillwater Public Schools	\$624,022.98	71.93%
Meridian Technology Center	\$135,599.18	15.63%
Payne County	\$89,984.51	10.37%
County Health Department	\$17,961.33	2.07%
Total	\$867,568.00	100%

After the first annual payment, the PILOT payments to each Taxing Entity will increase by one percent (1.00%) each year, as illustrated in Exhibit J. The PILOT payments for Phase 2 will be set using the same schedule as Phase 1. For instance, if Phase 1 is completed in 2026 with a PILOT Commencement Year of 2027, and Phase 2 is completed in 2032 with a PILOT Commencement Year of 2033, then in 2033, the Company shall pay two equal PILOTS, each in the total amount of \$920,941. These payments will be allocated to the Taxing Entities in the same proportions established above for Phase 1.

Phases 3 through 6. For Phases 3 through 6 of the Project, the initial PILOT for each Phase will be the product of the PILOT applicable to Phase 1 in the amount indicated in the table above and the quotient of the CPI in the PILOT Commencement Year for the applicable Phase divided by the CPI in the year 2024. In other words, the initial PILOT for each Phase shall be calculated as follows:

Initial Phase 1 PILOT from the table above x $\frac{\text{CPI in PILOT Commencement Year for applicable Phase}}{\text{CPI in 2024}}$

Thereafter, the PILOT for that Phase will increase by one percent (1.00%) each year. For purposes of this Project Plan, CPI refers to the annual average of United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index for All Urban Consumers (CPI-U): U.S. Cities Average, all items index (Reference Base 1982-84 equal 100) ("CPI").

For the avoidance of doubt, the Company shall not be obligated to make an annual PILOT associated with any Incentive District unless or until the completion of a Data Center within that Incentive District triggers a PILOT Commencement Year. The Parties agree that, in the event an Incentive District becomes effective before a Data Center is completed within that Incentive District, all increases in assessed property value within the Incentive District, if any, will remain taxable until the PILOT Commencement Year as though the Incentive District Exemption had not commenced. For all such Incentive Districts, the City Manager will promptly, upon issuance of a certificate of occupancy for a Data Center or upon receipt from the Company of notice of substantial completion of a Data Center, provide written notice of the PILOT Commencement Year to the County Assessor, each of the other Taxing Entities, and the Company and thereafter, all value within the Incentive District attributable to property qualifying under U.S. Industry Number 518210 of the North American Industry Classification System (NAICS) Manual, 2017 revision in excess of Base Value shall be subject to the exemption.

Community Betterment Payments. The Company shall make an annual payment to the City, herein a "**Community Betterment Payment**", for each Phase of the Project, beginning in the PILOT Commencement Year. The initial annual Community Betterment Payment for Phase 1 shall be One Hundred Thirty-Two Thousand Four Hundred Thirty-Two and No/100 Dollars (\$132,432.00). After the first annual payment, the amount of the Community Betterment Payment to the City will increase by one percent (1.00%) each year for each Phase, as illustrated in Exhibit J. The Community Betterment Payment for Phase 2 will follow the same payment schedule as Phase 1. For example, if Phase 1 is complete in 2026, with a PILOT Commencement Year of 2027, and Phase 2 is complete in 2032, with a PILOT Commencement Year of 2033, then in 2033, the Company shall make two equal Community Betterment Payments to the City, one for each Phase, each in the amount of \$140,579. For Phases 3 through 6 of the Project, the Community

Betterment Payment for each Phase will be determined as provided in Supplemental Development Agreement(s) between the City and the Company.

The Company shall make the PILOTs and Community Betterment Payments described in this Section 5 to the applicable Taxing Entities and City by January 1 of each Exemption Year for the duration of the Incentive District Term of each Incentive District (the “**Payment Date**”) delivered to the City and Taxing Entities at their respective notice addresses provided in Section 14 below, unless written payment instructions are otherwise provided to the Company by the Taxing Entities and the City no later 30 days prior to the Payment Date. All PILOT amounts paid to Meridian Technology Center shall be donations for capital projects and improvements, to be deposited into Meridian Technology Center’s building fund.

6. Annual Report.

Pursuant to Section 860(F) and Section 867(B) of the Act (collectively, the “**Reporting Statutes**”), on or before the ninetieth (90th) day following the end of each fiscal or tax year, the City Manager or his or her designee shall prepare and submit the reports required by those sections (the “**Annual Reports**”) for each Incentive District to the Oklahoma Department of Commerce and the chief executive officer of each Taxing Entity. For each Incentive District, commencing in the year following the Exemption Commencement Year and each year thereafter during the Incentive District Term, the Company shall provide to the City by no later than February 1 a report in the form attached hereto as Exhibit K to assist the City with its Annual Reports.

Pursuant to Section 860(F) of the Act, a copy of each Annual Report shall be provided to any member of the public by the Oklahoma Department of Commerce upon request. The City shall also publish a summary of the Annual Report in a newspaper of general circulation in the City of Stillwater, as required by Section 867(C) of the Act.

7. Term.

This Agreement shall be effective upon execution by the City and the Company, and shall be effective with respect to each Taxing Entity upon execution by that Taxing Entity (with the provisions hereof effective as to each portion of the Property upon the Company closing on and accepting fee simple title to that portion of the Property), and shall remain in effect, unless terminated earlier subject to its terms, until the final Payment Date for the final Exemption Year of any Incentive District Term. The Company reserves the right to terminate this Agreement at any time at its sole discretion; provided, however, that the Company shall remain liable for any PILOTs and Community Betterment Payments owed for any Exemption Years in which a Data Center was exempted pursuant to this Agreement.

8. Default.

a. Default by the Company.

The Company shall be in default of this Agreement only if it breaches an obligation under this Agreement and such breach or failure is not cured within ninety (90) days after the date of written notice by the City or any of the Taxing Entities. If such breach is not susceptible to cure within 90 days, the Company shall not be in default so long as it commences curative action within 90 days and continues to diligently pursue cure thereafter.

Notwithstanding the above, in the event the Company fails to make a PILOT payment to a Taxing Entity or a Community Betterment Payment to the City on or before the Payment Date, the overdue amounts will incur interest at an annual rate of six percent (6%) until paid in full. Furthermore, the City and each Taxing Entity reserve the right to file a lien against the Property where the Data Center is located until all outstanding PILOT amount(s) and Community Betterment Payment(s) are paid in full.

b. Default by the City or Taxing Entities.

The City or any of the other Taxing Entities shall be in default of this Agreement if it breaches an obligation under this Agreement, and such breach or failure is not cured within ninety (90) days after the date of written demand by the Company or any other Taxing Entity, as applicable. If the breach is not susceptible to cure within 90 days, the Taxing Entity shall not be in default so long as it commences curative action within 90 days and continues to diligently pursue cure thereafter. Neither the City nor any Taxing Entity shall be permitted to terminate this Agreement or take any action that would decrease the amount or term of the Incentive District Exemptions provided herein based on the breach of the City or another Taxing Entity without the consent of the Company.

9. Remedies.

After the passage applicable notice and cure periods as provided herein, the non-defaulting Party shall have the right to terminate this Agreement, and to pursue all remedies available hereunder at law and in equity. The rights and remedies of the Parties, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party. In addition, upon termination of this Agreement, the City shall be entitled to terminate, dissolve, or modify the Incentive Districts.

10. Force Majeure.

For the purpose of any of the provisions of the Agreement, none of the City, the Taxing Entities or the Company, as the case may be, or any successor in interest, shall be considered in breach of, or default in, its obligations under an event of force majeure in the performance of such obligations due to unforeseeable causes beyond a Party's control and without its fault or negligence, including, but not restricted to, acts of God, acts of public enemies, acts of terrorism, acts of the federal government, acts of any of the other persons or entities not Parties to this Agreement, fires, floods, tornadoes, epidemics, pandemics, quarantine restrictions, strikes, industrial disputes, freight, embargoes, and unusually severe weather or delays of contractors or subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Taxing Entities or the City, as the case may be, shall be extended for the period of the force majeure as reasonably determined by the Parties; provided, that a Party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other Parties thereof in writing, and of the cause or causes thereof, and requested an extension for the anticipated period of the forced delay.

11. Successors and Assigns.

This Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. The Company may assign or partially assign this Agreement at its sole discretion, without the express approval of the City or any other Taxing Entity, to another entity (each a “**Successor**”), including to any Successor controlling, controlled by, or under common control with the Company (each an “**Affiliate**”). After any assignment, all references to Company herein shall thereafter be a reference to such Successor with respect to any rights, entitlements, and obligations occurring or arising after the date of such assignment and within the scope of such assignment.

Provided, however, that as a condition to the right to receive tax exemptions as set forth in this Agreement, any Successor shall execute and deliver to the City and all other Taxing Entities a full or partial assignment agreement (each an “**Assignment**”) in substantially the forms attached hereto as Exhibit L.1 and Exhibit L.2, as applicable, pursuant to which such Successor assumes all or a portion of the rights, entitlements, and obligations of the Company under this Agreement as provided therein; provided that the Company may reasonably modify or supplement the form of the Assignments to accurately reflect the rights, entitlements, or obligations being assigned so long as such assignment does not purport to assign any rights, entitlements, or obligations beyond those provided in this Agreement. Upon the receipt by the City and all other Taxing Entities of an Assignment, the Successor shall have all or a portion of the rights and entitlements, including without limitation, rights to tax exemptions, and obligations as the “Company” under this Agreement, in the same manner and with like effect as if the Successor had been the original Company and a signatory to this Agreement, all as specified in the Assignment.

In the event the Company transfers fee ownership by a total or partial sale of the Project Area, or any portion thereof, to a third party (“**Third Party Purchaser**”) without a corresponding full or partial assignment of this Agreement to the Third Party Purchaser in accordance with the terms of this Section 11, the City shall be entitled to terminate, dissolve, or modify the corresponding Incentive Districts and amend this Agreement.

12. Cooperation.

The Parties agree to reasonably cooperate with one another and take all actions necessary to effectuate the intent of this Agreement and the Project Plan. The City Manager shall reasonably accommodate requests by the Company for minor amendments as permitted in the Act.

13. Estoppel Certificate.

Within thirty (30) days after a request from the Company, the City and any other Taxing Entities shall execute and deliver to Company a certificate stating: (i) that this Agreement is in full force and effect, if the same is true; (ii) that Company is not in default under any of the terms, covenants or conditions of the Agreement, or, if Company is in default, specifying same; and (iii) such other matters as Company reasonably requests.

14. Notice.

Any and all notices required by this Agreement shall be addressed to the following, or other such party or address as either party designates in writing, by certified mail, postage prepaid, or by hand or overnight delivery:

If to the City:

The City of Stillwater Oklahoma
Attn: City Manager
723 S. Lewis St.
Stillwater, OK 47074

If to Stillwater Public Schools:

Board of Education of Stillwater Public Schools
Attn: Board President
314 S. Lewis St.
Stillwater, OK 74074

If to Meridian Technology Center:

Board of Education of Meridian Technology Center
Attn: Board President
1312 S. Sangre Rd.
Stillwater, OK 74074

If to the Board of County Commissioners of Payne County:

Board of County Commissioners of Payne County
Payne County Administration Building
315 W. 6th Ave., Suite 200/201
Stillwater, OK 74074

If to the Payne County Health Department:

Payne County Health Department
Attn: Director
1321 W. 7th Ave.
Stillwater, OK 74074

If to the Company:

McAfee & Taft
% Kipper LLC
Attn: Simon Bright
8th Floor, Two Leadership Square
211 N Robinson Ave

Oklahoma City, OK 73102
Email: simon.bright@mcafeetaft.com

With a copy to:

Vorys, Sater, Seymour and Pease LLP
Attn: Rebecca E. Wilson
52 E. Gay St.
Columbus, OH 43215
Email: rewilson@vorys.com

15. Amendment.

This Agreement may not be supplemented or modified except in a written agreement properly executed by the Parties. All Exhibits and documents referenced in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement.

16. Severability.

If any provision of this Agreement is determined to be to any extent invalid, illegal, or unenforceable, it will be deemed stricken from this Agreement. All other provisions of this Agreement will remain in full force and effect. The stricken provision will then be deemed replaced with one that is valid and enforceable and that comes closest to expressing the Parties' original intent.

17. Applicable Law.

The laws of the State of Oklahoma (excluding its conflict of laws rules that would apply the laws of another jurisdiction) exclusively apply to this Agreement. Any claim arising directly or indirectly from or relating to this Agreement must be filed and maintained exclusively in a court of competent jurisdiction in the state or federal courts located in Oklahoma. The Parties submit to that jurisdiction and venue for all purposes.

18. Authority.

Each Party represents and warrants to the other that: (1) it has full authority and power to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement is fully empowered to do so; and (3) no consent or authorization is necessary from any third party.

19. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall constitute an original of this instrument. It shall not be necessary for the signature of more than one party to appear on any single counterpart. The exchange of executed counterparts of this Agreement or of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes.

20. Entire Agreement

This Agreement, including its Exhibits and documents delivered by its terms and incorporated in it, together with the Economic Development Agreement and its exhibits, constitute the entire agreement between the Parties pertaining to its subject matter. All prior and contemporaneous written or oral agreements and communications between the Parties are superseded by this Agreement and the Economic Development Agreement.

21. Section Headings

Section and subsection headings are included herein for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

[Signatures follow on separate pages.]

CITY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“CITY”

The City of Stillwater, Oklahoma,
a municipal corporation

ATTEST:

Teresa Kadavy, City Clerk

(SEAL)

By: _____
William H. Joyce, Mayor

Approved as to form and legality this ____ day of _____, 2024.

[Name], City Attorney

SCHOOL DISTRICT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“STILLWATER PUBLIC SCHOOLS”

Board of Education of Independent School District Number
16 of Payne County, Oklahoma

By: _____
Tim Riley, Board President

(SEAL)

ATTEST:

By: _____
Secretary

MERIDIAN TECHNOLOGY CENTER SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“MERIDIAN TECHNOLOGY CENTER”

Board of Education of School District
Number 16 of Payne County, Oklahoma

By: _____
Randy Kellogg, Board President

(SEAL)

ATTEST:

By: _____
Secretary

COUNTY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“COUNTY”

Board of County Commissioners, Payne County

By: _____
Zach Cavett, District 1 Commissioner, Chairman

By: _____
Chris Reding, District 2 Commissioner

By: _____
Rhonda Markum, District 3 Commissioner

ATTEST:

Glenna Craig, Payne County Clerk

(SEAL)

Approved as to form this ____ day of _____, 2024.

_____, District Attorney

HEALTH DEPARTMENT SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“HEALTH DEPARTMENT”

Payne County Health Department

By: _____
Kelli Rader, Director

(SEAL)

ATTEST:

By: _____
Secretary

COMPANY SIGNATURE PAGE FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

“COMPANY”

Kipper LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

COUNTY ASSESSOR ACKNOWLEDGEMENT FOR
LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Acknowledged and Agreed:

“COUNTY ASSESSOR”

By: _____

Name: _____

Title: _____

Exhibit Table of Contents

Exhibit A: Description of the Property

Exhibit B: Copy of Stillwater Planning Commission Resolution

Exhibit C: Copy of Stillwater Local Development Act Review Committee Resolution

Exhibit D: Copy of Project Plan Ordinance

Exhibit E: Copy of Stillwater Public Schools Agreement Adoption Resolution

Exhibit F: Copy of Meridian Technology Center Agreement Adoption Resolution

Exhibit G: Copy of County Agreement Adoption Resolution

Exhibit H: Copy of Health Department Agreement Adoption Resolution

Exhibit I: Incentive District Base Values

Exhibit J: PILOT Escalation Schedule

Exhibit K: Annual Reporting Form

Exhibit L.1: Form of Assignment and Assumption Agreement (Project Site Transfer)

Exhibit L.2: Form of Assignment and Assumption Agreement (Exempt Property)

Exhibit A

Description of the Property

Total Project Area or Property Legal Description

A tract of land located in the Northeast Quarter (NE/4), Northwest Quarter (NW/4), and Southwest Quarter (SW/4), and Southeast Quarters (SE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on March 13, 2024 as follows:

COMMENCING at the SW/C, SW/4, S36-T20-R2E monumented by a 1" Rail Road Spike; thence with a BASIS OF BEARING of N 00°41'24" W along the west line of the SW/4 a distance of 2638.58 feet to the NW/C, SW/4, SEC36-T20N-R3E monumented by a 1/2" Rebar AND the POINT OF BEGINNING;

Thence along the west line of the NW/4 with a bearing of N 00°42'47" W a distance of 2630.81 feet to the NW/C, NW/4 SEC36-T20N-R2E monumented by a Railroad Spike;

Thence with a bearing of N 89°13'38" E along the north line of the NW/4 a distance of 2629.53 feet to the NE/C, NW/4 SEC36-T20N-R2E monumented by a 1/2" Rebar;

Thence with a bearing of N 89°18'29" E along the north line of the NE/4 a distance of 2630.74 feet to the NE/C, NE/4, SEC36-T20N-R2E monumented by a Mag Nail;

Thence with a bearing of S 00°49'51" E along the east line of the NE/4 a distance of 2122.35 feet to a point on the East Line of NE/4, SEC36-T20N-R2E, also being a point on the Northerly Rail Road R/W line of Eastern Oklahoma Railway particularly described in Book 7, Page 208;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.96 feet, having a chord bearing of S 27°41'11" W and a chord distance of 761.36, and an arc length of 763.73 feet to a point on said Northerly Rail Road R/W Line;

Thence with a bearing of N 54°28'57" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2773.96 feet, having a chord bearing of S 40°33'13" W and a chord distance of 487.07 feet, and an arc length of 487.70 to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence with a bearing of S 44°24'34" E a distance of 20.00 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence in a southwesterly direction with a non-tangent curve turning to the right with a radius of 2793.69 feet, having a chord bearing of S 51°55'38" W and a chord distance of 616.73, and an arc length of 617.99 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap PLS 1802;

Thence with a bearing of S 59°21'10" W a distance of 1676.22 feet to a point on said Northerly Rail Road R/W Line;

Thence with a bearing of S59°21'10" W a distance of 614.77 feet to a point on said Northerly Rail Road R/W Line;

Thence in a southwesterly direction with a tangent curve turning to the left with a radius of 2915.05 feet, having a chord bearing of S 55°26'11"W and a chord distance of 387.62 feet, and an arc length of 387.91 feet to a point on said Northerly Rail Road R/W Line monumented by a 1/2" Rebar w/ cap Hitech;

Thence with a bearing of N 00°47'43" W along the west line of the east 60 acres of the SW/4 a distance of 2333.99

feet to a point on the north line of the SW/4, SEC36-T20N-R2E monumented by a 1/2" pipe; Thence along said north line of said SW/4 with a bearing of S 89°28'48" W a distance of 1645.64' back to the POINT OF BEGINNING.

Less and Except:

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36 N 89° 18' 29" E, a distance of 452.85 feet;

Thence departing said North line S 00° 00' 42" W, a distance of 1143.51 feet;

Thence S 89° 59' 34" W, a distance of 1,189.48 feet;

Thence N 00° 00' 04" E, a distance of 1,128.25 feet to a point on the North line of the Northwest Quarter of said Section 36;

Thence along said North line N 89° 13' 38" E, a distance of 736.95 feet back to the POINT OF BEGINNING.

Containing 16,844,572 square feet OR 386.698 acres more or loss

Incentive District 1 Legal Description

A tract of land located in the Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet; Thence departing said East line, S 89° 59' 44" W, a distance of 2,200.10 feet; Thence N 00° 00' 01" E, a distance of 1,516.34 feet to a point on the North line of said Northeast Quarter; Thence along said North line N 89° 18' 29" E, a distance of 2,177.89 feet back to the POINT OF BEGINNING.

Containing 3,347,887 square feet OR 76.857 acres more or less.

Incentive District 2 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Northeast Quarter (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northeast Quarter of said Section 36, Thence along the East line of the said Northeast Quarter S 00° 49' 50" E, a distance of 1542.63 feet to the POINT OF BEGINNING;

Thence S 00° 49' 52" E, a distance of 579.72 feet to a point being a non-tangent curve to the right also being a point on the Northeasterly Railroad Right-Of-Way line recorded at Book 7, Page

208 in the records of Payne County Clerk's Office; Thence along the Northwestern Right-Of-Way line for the next six (6) calls:

- (1) Along said curve to the right having a radius of 2,799.14 feet, an arc length of 763.70 feet, and having a chord bearing of S 27° 41' 41" W, a chord length of 761.34 feet to a point of non-tangency;
 - (2) Thence N 54° 28' 57" W, a distance of 20.00 feet to a non-tangent curve to the right;
 - (3) Thence along curve to the right having a radius of 2773.96 feet, an arc length of 487.70 feet, and having a chord bearing of S 40° 33' 14" W, a chord length of 487.07 feet to a point of non-tangency;
 - (4) Thence S 44° 24' 34" E, a distance of 20.00 feet to a non-tangent curve to the right;
 - (5) Thence along curve to the right having a radius of 2793.69 feet, an arc length of 617.99 feet, and having a chord bearing of S 51° 55' 38" W, a chord length of 616.73 feet to a point of non-tangency;
 - (6) Thence S 59° 19' 00" W, a distance of 1,221.25 feet;
- Thence departing from said Northwestern Right-Of-Way line N 00° 00' 12" E, a distance of 1,155.08 feet;
- Thence N 00° 00' 00" W, a distance of 1,075.36 feet;
- Thence N 00° 00' 00" E, a distance of 399.42 feet;
- Thence N 89° 59' 44" E, a distance of 2,200.12 feet back to the POINT OF BEGINNING.

Containing 4,111,928 square feet OR 94.397 acres more or less.

Incentive District 3 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36;

Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1645.61 feet;

Thence along the West line of Lot Four (4) Richmond Road & Highway 177 Addition, S 00° 48' 02" E, a distance of 334.80 feet to the POINT OF BEGINNING;

Thence N 89° 59' 20" E, a distance of 1,399.15 feet; Thence S 00° 00' 12" W, a distance of 1,155.08 feet to a point on the Northwestern line of a Railroad Right-Of-Way recorded at Book 7, Page 208 in the records of Payne County Clerk's Office; Thence continuing along said Northwestern line S 59° 19' 00" W, a distance of 1,223.40 feet to a non-tangent curve to the left;

Thence along said curve having a radius of 2915.00 feet, an arc length of 387.91 feet, and having a chord bearing of S 55° 26' 11" W, a chord length of 387.62 feet to a point of non-tangency;

Thence departing said Northwestern line N 00° 47' 43" W, a distance of 1999.19 feet back to the POINT OF BEGINNING.

Containing 2,172,023 square feet OR 49.878 acres more or less.

Incentive District 4 Legal Description

A tract of land located in the Southeast Quarter (SE/4) and Southwest Quarter (SW/4) and Northeast Quarter (NE/4) and Northwest Quarter (NW/4) of Section Thirty-Six (36), Township

Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Southwest Corner of the Northwest Quarter of said Section 36; Thence along the South line of said Northwest Quarter S 89° 28' 48" E, a distance of 1622.33 feet to the POINT OF BEGINNING;

Thence N 00° 00' 46" W, a distance of 740.78 feet; Thence N 89° 59' 20" E, a distance of 1427.27 feet;

Thence S 00° 00' 00" W, a distance of 1075.36 feet; Thence S 89° 59' 20" W, a distance of 1399.15 feet;

Thence N 00° 48' 02" W, a distance of 334.80 feet; Thence continuing along said South line S 89° 28' 48" W, a distance of 23.28 feet back to the POINT OF BEGINNING.

Containing 1,526,135 square feet OR 35.035 acres more or less.

Incentive District 5 Legal Description

A tract of land located in the Northwest Quarter (NW/4) and Northeast Quarters (NE/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

COMMENCING at the Northeast Corner of the Northwest Quarter of said Section 36, Thence along the North line of the Northeast Quarter of said Section 36, N 89° 18' 29" E, a distance of 452.85 feet;

Thence departing said North line and along the East line of Lot Seven (7) in Richmond Road & Highway 177 Addition, S 00° 00' 42" W, a distance of 1143.51 feet to the POINT OF BEGINNING;

Thence S 00° 02' 04" E, a distance of 372.20 feet; Thence S 00° 00' 00" W, a distance of 399.42 feet;

Thence S 89° 59' 20" W, a distance of 1,427.27 feet; Thence N 00° 00' 17" E, a distance of 210.20 feet;

Thence N 90° 00' 00" E, a distance of 237.55 feet; Thence N 00° 00' 00" W, a distance of 562.17 feet;

Thence N 89° 59' 34" E, a distance of 1,189.48 feet to the POINT OF BEGINNING.

Containing 968,675 square feet OR 22.238 acres more or less.

Incentive District 6 Legal Description

A tract of land located in the Northwest Quarter (NW/4) of Section Thirty-Six (36), Township Twenty (20) North, Range Two (2) East of the Indian Base and Meridian (I.B. & M.), Payne County, Oklahoma, being more particularly described as metes and bounds by Darrel Ray Mason OKLS1690 on August 3, 2024 as follows:

BEGINNING at the Northwest Corner of the Northwest Quarter of said Section 36, Thence along the North line of said Section 36 N 89° 13' 38" E, a distance of 1,892.59 feet;

Thence departing from said North line S 00° 00' 03 " W, a distance of 1690.42 feet;

Thence S 89° 56' 04" W, a distance of 237.57 feet;
Thence S 00° 00' 00" W, a distance of 209.93 feet;
Thence S 00° 00' 46" E, a distance of 740.78 feet to a point on the South line of the Northwest Quarter of said Section 36; Thence along said South line S 89° 28' 48" W, a distance of 1622.33 feet to the Southwest corner of the Northwest Quarter; Thence departing said South line and along the West line of the Northwest Quarter of said Section 36 N 00° 42' 47" W, a distance of 2630.81 feet back to the POINT OF BEGINNING.

Containing 4,717 996 square feet OR 108.310 acres more or less.

Map of Property and Incentive Districts

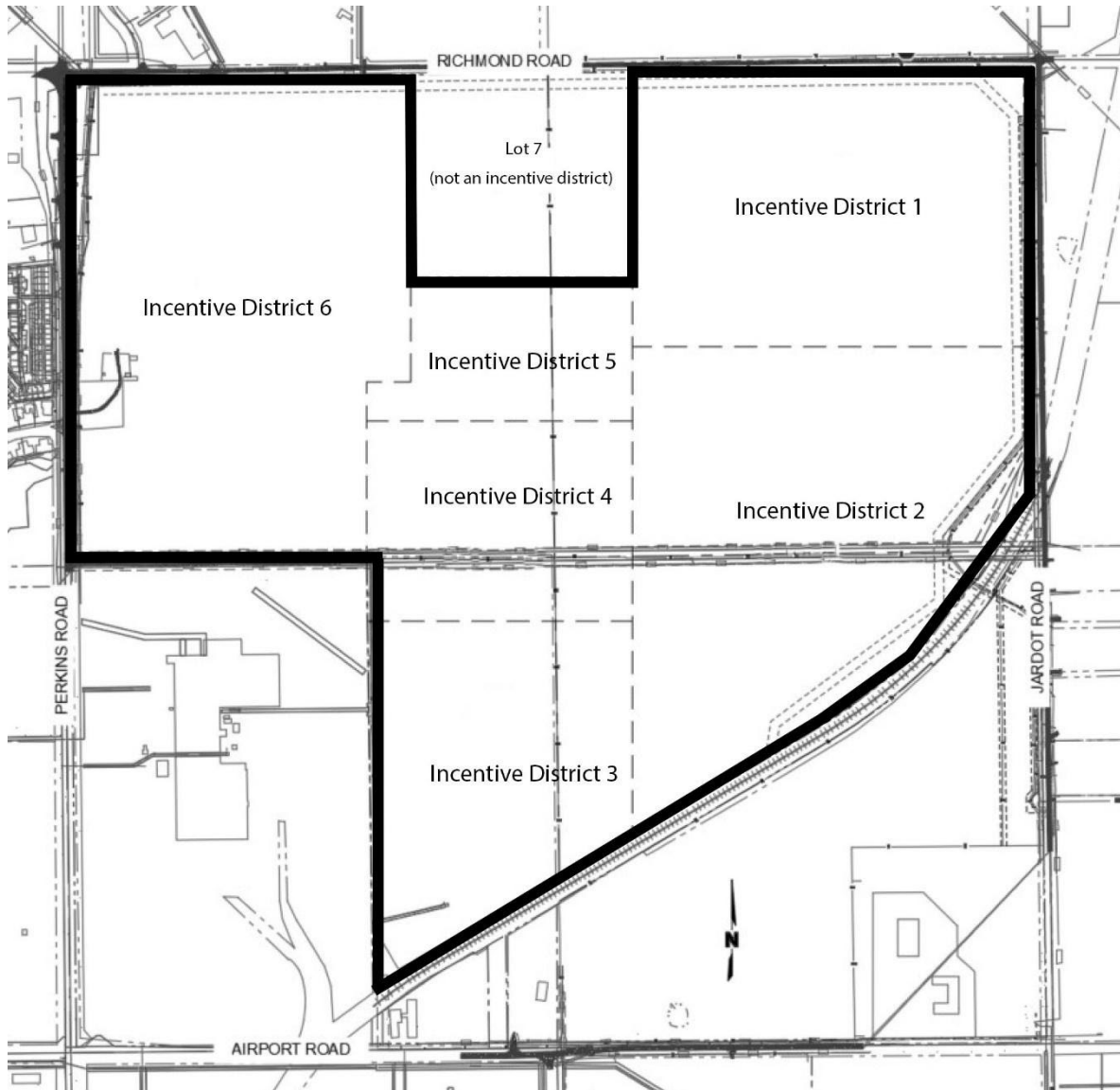


Exhibit B

Copy of Stillwater Planning Commission Resolution

Exhibit C

Copy of Stillwater Local Development Act Review Committee Resolution

Exhibit D

Copy of Project Plan Ordinance

Exhibit E

Copy of Stillwater Public Schools Agreement Adoption Resolution

Exhibit F

Copy of Meridian Technology Center Agreement Adoption Resolution

Exhibit G

Copy of County Agreement Adoption Resolution

Exhibit H

Copy of Health Department Agreement Adoption Resolution

Exhibit I

Incentive District Base Value Assessments

The Base Value for each Incentive District is equal to the total market value of real and personal property within the Incentive District multiplied by the assessment ratio. Within 90 days of the adoption of the Project Plan, the County Assessor has certified the Base Value for each Incentive District, as set forth in the table below. The Parties acknowledge that the County Assessor has taken into consideration the prospective purchase price of the property at \$10,500 per acre in calculating Base Value. The Company will reasonably cooperate with the County Assessor to provide documentation required to verify the prospective purchase price to the reasonable satisfaction of the County Assessor.

<u>Parcel</u>	<u>Acreage</u>	<u>Percentage of Total Project Area Acreage</u>	<u>TID Base Value</u>
<u>Total Project Area</u>	<u>386.698</u>	<u>100%</u>	
<u>Incentive District 1</u>	<u>76.857</u>		
<u>Incentive District 2</u>	<u>94.397</u>		
<u>Incentive District 3</u>	<u>49.878</u>		
<u>Incentive District 4</u>	<u>35.035</u>		
<u>Incentive District 5</u>	<u>22.238</u>		
<u>Incentive District 6</u>	<u>108.310</u>		

Exhibit J

PILOT and Community Betterment Payment Escalation Schedule (per Data Center)

The following tables illustrate the estimated PILOT and Community Betterment Payment escalation schedule for Phase 1 and Phase 2, assuming that 2027 is the first PILOT Commencement Year for the first Data Center and 2033 is the first PILOT Commencement Year for the second Data Center.

Phase 1 PILOT and Community Betterment Payments						
Calendar Year		Stillwater Public Schools PILOT	Tech. Center PILOT	County PILOT	Health Dept. PILOT	Community Betterment Payments
Year	2024	Project Plan Approval				
Year	2025	Construction Year				
Year	2026	Earliest Possible Construction Completion Year				
Year 1	2027	\$ 624,023	\$ 135,599	\$ 89,985	\$ 17,961	\$ 132,432
Year 2	2028	\$ 630,263	\$ 136,955	\$ 90,884	\$ 18,141	\$ 133,756
Year 3	2029	\$ 636,566	\$ 138,325	\$ 91,793	\$ 18,322	\$ 135,094
Year 4	2030	\$ 642,932	\$ 139,708	\$ 92,711	\$ 18,506	\$ 136,445
Year 5	2031	\$ 649,361	\$ 141,105	\$ 93,638	\$ 18,691	\$ 137,809
Year 6	2032	\$ 655,854	\$ 142,516	\$ 94,575	\$ 18,878	\$ 139,187
Year 7	2033	\$ 662,413	\$ 143,941	\$ 95,520	\$ 19,066	\$ 140,579
Year 8	2034	\$ 669,037	\$ 145,381	\$ 96,476	\$ 19,257	\$ 141,985
Year 9	2035	\$ 675,727	\$ 146,834	\$ 97,440	\$ 19,450	\$ 143,405
Year 10	2036	\$ 682,485	\$ 148,303	\$ 98,415	\$ 19,644	\$ 144,839
Year 11	2037	\$ 689,310	\$ 149,786	\$ 99,399	\$ 19,840	\$ 146,287
Year 12	2038	\$ 696,203	\$ 151,284	\$ 100,393	\$ 20,039	\$ 147,750
Year 13	2039	\$ 703,165	\$ 152,797	\$ 101,397	\$ 20,239	\$ 149,228
Year 14	2040	\$ 710,196	\$ 154,325	\$ 102,411	\$ 20,442	\$ 150,720
Year 15	2041	\$ 717,298	\$ 155,868	\$ 103,435	\$ 20,646	\$ 152,227
Year 16	2042	\$ 724,471	\$ 157,426	\$ 104,469	\$ 20,853	\$ 153,749
Year 17	2043	\$ 731,716	\$ 159,001	\$ 105,514	\$ 21,061	\$ 155,287
Year 18	2044	\$ 739,033	\$ 160,591	\$ 106,569	\$ 21,272	\$ 156,840

Phase 1 PILOT and Community Betterment Payments						
Calendar Year		Stillwater Public Schools PILOT	Tech. Center PILOT	County PILOT	Health Dept. PILOT	Community Betterment Payments
Year 29	2045	\$ 746,424	\$ 162,197	\$ 107,635	\$ 21,484	\$ 158,408
Year 20	2046	\$ 753,888	\$ 163,819	\$ 108,711	\$ 21,699	\$ 159,992
Year 21	2047	\$ 761,427	\$ 165,457	\$ 109,798	\$ 21,916	\$ 161,592
Year 22	2048	\$ 769,041	\$ 167,111	\$ 110,896	\$ 22,135	\$ 163,208
Year 23	2049	\$ 776,731	\$ 168,782	\$ 112,005	\$ 22,357	\$ 164,840
Year 24	2050	\$ 784,499	\$ 170,470	\$ 113,125	\$ 22,580	\$ 166,489
Year 25	2051	\$ 792,344	\$ 172,175	\$ 114,256	\$ 22,806	\$ 168,153
TOTAL		\$ 17,624,406	\$ 3,829,755	\$ 2,541,450	\$ 507,285	\$ 3,740,303

Phase 2 PILOT and Community Betterment Payments						
Calendar Year		Stillwater Public Schools PILOT	Tech. Center PILOT	County PILOT	Health Dept. PILOT	Community Betterment Payments
Year 1	2033	\$ 662,413	\$ 143,941	\$ 95,520	\$ 19,066	\$ 140,579
Year 2	2034	\$ 669,037	\$ 145,381	\$ 96,476	\$ 19,257	\$ 141,985
Year 3	2035	\$ 675,727	\$ 146,834	\$ 97,440	\$ 19,450	\$ 143,405
Year 4	2036	\$ 682,485	\$ 148,303	\$ 98,415	\$ 19,644	\$ 144,839
Year 5	2037	\$ 689,310	\$ 149,786	\$ 99,399	\$ 19,840	\$ 146,287
Year 6	2038	\$ 696,203	\$ 151,284	\$ 100,393	\$ 20,039	\$ 147,750
Year 7	2039	\$ 703,165	\$ 152,797	\$ 101,397	\$ 20,239	\$ 149,228
Year 8	2040	\$ 710,196	\$ 154,325	\$ 102,411	\$ 20,442	\$ 150,720
Year 9	2041	\$ 717,298	\$ 155,868	\$ 103,435	\$ 20,646	\$ 152,227
Year 10	2042	\$ 724,471	\$ 157,426	\$ 104,469	\$ 20,853	\$ 153,749
Year 11	2043	\$ 731,716	\$ 159,001	\$ 105,514	\$ 21,061	\$ 155,287
Year 12	2044	\$ 739,033	\$ 160,591	\$ 106,569	\$ 21,272	\$ 156,840
Year 13	2045	\$ 746,424	\$ 162,197	\$ 107,635	\$ 21,484	\$ 158,408
Year 14	2046	\$ 753,888	\$ 163,819	\$ 108,711	\$ 21,699	\$ 159,992
Year 15	2047	\$ 761,427	\$ 165,457	\$ 109,798	\$ 21,916	\$ 161,592
Year 16	2048	\$ 769,041	\$ 167,111	\$ 110,896	\$ 22,135	\$ 163,208
Year 17	2049	\$ 776,731	\$ 168,782	\$ 112,005	\$ 22,357	\$ 164,840
Year 18	2050	\$ 784,499	\$ 170,470	\$ 113,125	\$ 22,580	\$ 166,489
Year 29	2051	\$ 792,344	\$ 172,175	\$ 114,256	\$ 22,806	\$ 168,153
Year 20	2052	\$ 800,267	\$ 173,897	\$ 115,399	\$ 23,034	\$ 169,835
Year 21	2053	\$ 808,270	\$ 175,636	\$ 116,553	\$ 23,265	\$ 171,533

Phase 2 PILOT and Community Betterment Payments						
Calendar Year		Stillwater Public Schools PILOT	Tech. Center PILOT	County PILOT	Health Dept. PILOT	Community Betterment Payments
Year 22	2054	\$ 816,352	\$ 177,392	\$ 117,719	\$ 23,497	\$ 173,249
Year 23	2055	\$ 824,516	\$ 179,166	\$ 118,896	\$ 23,732	\$ 174,981
Year 24	2056	\$ 832,761	\$ 180,958	\$ 120,085	\$ 23,969	\$ 176,731
Year 25	2057	\$ 841,089	\$ 182,767	\$ 121,286	\$ 24,209	\$ 178,498
TOTAL		\$ 18,708,662	\$ 4,065,362	\$ 2,697,801	\$ 538,494	\$ 3,970,407

Exhibit K
Annual Reporting Form

City of Stillwater – TID Annual Reporting Form

Project Name: _____

Project Location: _____

Incentive District: # _____

Reporting Period: _____ to _____

Reporting Criteria	
Entities receiving exemptions	
Description of exempted property and improvements	
Fair market value of property exempted	
Exemption term remaining	

EXHIBIT L.1

TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

Form of Assignment and Assumption Agreement to be utilized if all or a portion of the Project Area and all development thereon is transferred

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Assignment Agreement**”) is made and entered into by and between Kipper LLC (the “**Company**”) and _____, a _____ (the “**Successor**”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Kipper, LLC, a Delaware limited liability company (“**Company**”), the City of Stillwater, Oklahoma, a municipal corporation (the “**City**”), the Board of Education Independent School District Number 16 of Payne County, Oklahoma (“**Stillwater Public Schools**”), the Board of Education of Meridian Technology Center (the “**Technology Center**”), the Board of County Commissioners of Payne County (the “**County**”), and the Board of the Payne County Health Department (the “**Health Department**”) (collectively, Stillwater Public Schools, Meridian Technology Center, the County, and the Health Department are the “**Taxing Entities**”) (the Company, the City and the Taxing Entities are collectively referred to as the “**Parties**”, each a “**Party**”), dated _____ (the “**Tax Incentive Agreement**,” a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, on _____, the City adopted the Project Plan Ordinance, approving the Project Rohan Economic Development Project Plan in order to provide ad valorem property tax abatements for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time passed six (6) Incentive District Ordinances approving six (6) Incentive Districts on the Property, all as specified in the Incentive District Ordinances and the Tax Incentive Agreement; and

WHEREAS, on _____, the Company and the Taxing Entities entered into the Tax Incentive Agreement setting forth the terms and conditions of the Incentive District Exemptions; and

WHEREAS, by virtue of a transfer of [a portion of] the Property, the Successor on _____, 20__ (the “**Transfer Date**”) has or will succeed to the interest of the Company (or a successor to the Company) in [all of the Property] [a portion of the Property] as identified on Exhibit B, including all personal and real property thereon (the “**Transferred Property**”); and

WHEREAS, the Successor wishes to obtain all of the benefits and incur all of the obligations of the Tax Incentive Agreement with respect to the Transferred Property, as well as any additional property later developed, located or installed within or on the Transferred Property, and, as agreed in the Tax Incentive Agreement, the City and other Taxing Entities shall make these benefits available to the Successor on the terms set forth in the Tax Incentive Agreement as long as the Successor executes this Assignment Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Tax Incentive Agreement, and the benefit to be derived by the Successor from the execution hereof, the Parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property, and (b) all of the benefits, rights and entitlements of the Tax Incentive Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the Transfer Date, of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement; provided, however, that to the extent such representations, warranties and covenants are related to the Property, the Successor's certification is limited to the Transferred Property (if less than the Property). Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 ("Project"), Section 4 ("Tax Abatement Terms"), Section 5 ("Payments in Lieu of Taxes"), Section 6 ("Annual Report"), Section 8 ("Default"), Section 9 ("Remedies"), and Section 11 ("Successors and Assigns").

2. Pursuant to Section 11 of the Tax Incentive Agreement, the Company and Successor acknowledge that the City and other Taxing Entities have permitted this assignment to Successor as provided herein, such that Successor shall have all of the benefits, rights, and entitlements, including without limitation the right to utilize Incentive District Exemptions for all Transferred Property and any other property within or on the Transferred Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

3. The City, on behalf of each of the Taxing Entities, acknowledges through the Transfer Date that the Tax Incentive Agreement is in full force and effect, confirms the Company has complied with the Tax Incentive Agreement with respect to the Transferred Property, and releases the Company from liability for any defaults occurring after the Transfer Date with respect to the Transferred Property.

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 14 thereof, addressed as follows:

[Successor Name
Successor Mailing Address
Successor Email Address]

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized representatives to be effective as of _____.

COMPANY

Kipper, LLC a [state limited liability company]

By: _____

Print Name: _____

Title: _____

SUCCESSOR

[Name of Successor]

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGED AND AGREED

The City of Stillwater, Oklahoma

By: _____

Print Name: _____

Title: City Manager

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of the Transferred Property

EXHIBIT L.2
TO LOCAL DEVELOPMENT ACT TAX INCENTIVE AGREEMENT

**Form of Partial Assignment and Assumption Agreement to be utilized for any Successor
that will own exempt property within the Project Area**

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the “**Partial Assignment Agreement**”) is made and entered into by and between Kipper LLC (the “**Company**”) and _____, a _____ (the “**Successor**”), effective this ____ day of ____, [Year] (the “**Effective Date**”). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Local Development Act Tax Incentive Agreement between Kipper, LLC, a Delaware limited liability company (“**Company**”), the City of Stillwater, Oklahoma (the “**City**”) and the Board of Education of the Independent School District Number 16 of Payne County, Oklahoma (“**Stillwater Public Schools**”), the Board of Education of (“**Meridian Technology Center**”), the Board of County Commissioners of Payne County (the “**County**”), and the Board of the Payne County Health Department (the “**Health Department**”) (collectively, Stillwater Public Schools, the Technology Center, the County, and the Health Department are the “**Taxing Entities**”) (the Company, the City and the Taxing Entities are collectively referred to as the “**Parties**”, each a “**Party**”), dated _____ (the “**Tax Incentive Agreement**,” a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, on _____, the City adopted the Project Plan Ordinance, approving the Project Rohan Economic Development Project Plan in order to provide ad valorem property tax abatements for the Project on the Property (both as defined in the Tax Incentive Agreement), and at the same time passed Incentive District Ordinances approving six (6) Incentive Districts on the Property, all as specified in the Incentive District Ordinances and the Tax Incentive Agreement; and

WHEREAS, on _____, the Company and the Taxing Entities entered into the Tax Incentive Agreement setting forth the terms and conditions of the Incentive District Exemptions; and

WHEREAS, the Successor will own certain real or personal property constituting a portion of the Project, as described more particularly on Exhibit B attached hereto and incorporated herein, and which property may be supplemented or replaced from time to time (“**Successor Property**”); and

WHEREAS, the Successor wishes to obtain a portion of the benefits of the Tax Incentive Agreement, and, as agreed in the Tax Incentive Agreement, the City and other Taxing Entities shall make these benefits available to the Successor on the terms set forth in the Tax Incentive Agreement as long as the Successor executes this Partial Assignment Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Tax Incentive Agreement, and the benefit to be derived by the Successor from the execution hereof, the Parties hereto agree as follows:

1. From and after the Effective Date, the Company hereby assigns a portion of the benefits of the Tax Incentive Agreement, including without limitation, the right to utilize Incentive District Exemptions for all Successor Property, subject to the terms and conditions of the Tax Incentive Agreement.

2. From and after the Effective Date, the Company hereby (i) agrees to remain bound by and perform all obligations, agreements, covenants and restrictions set forth in the Tax Incentive Agreement to be performed and observed by the Company; and (ii) certifies to the validity of all of the representations, warranties and covenants made by or required of the Company that are contained in the Tax Incentive Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties of the Company include, but are not limited to, those contained in the following Sections of the Tax Incentive Agreement: Section 2 (“Project”), Section 4 (“Tax Abatement Terms”), Section 5 (“Payments in Lieu of Taxes”), Section 6 (“Annual Report”), Section 8 (“Default”), Section 9 (“Remedies”), and Section 11 (“Successors and Assigns”).

3. Pursuant to Section 11 of the Tax Incentive Agreement, the Company and Successor acknowledge that the City and other Taxing Entities have permitted this assignment to Successor, such that Successor shall certain, benefits, entitlements, and rights as provided herein, including without limitation, the right to Incentive District Benefits for all Successor Property, in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Company) to the Tax Incentive Agreement.

4. Notices to the Successor with respect to the Tax Incentive Agreement shall be given as stated in Section 14 thereof, addressed as follows:

[Successor Name
Successor Mailing Address
Successor Email Address]

IN WITNESS WHEREOF, the parties have caused this Partial Assignment Agreement to be executed by their duly authorized representatives to be effective as of _____.

COMPANY

Kipper, LLC a [state limited liability company]

By: _____

Print Name: _____

Title: _____

SUCCESSOR

[Name of Successor]

By: _____

Print Name: _____

Title: _____

EXHIBIT A
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Tax Incentive Agreement

EXHIBIT B
TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

Description of Successor Property

ORDINANCE NO. 3550

AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE V, OFFICERS AND EMPLOYEES, BY REPEALING SECTION 2-552, COLLECTIVE BARGAINING UNIT AGREEMENTS IN ITS ENTIRETY.

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1. That the Stillwater City Code, Chapter 2, Administration, Article V, Officers and Employees, Section 2-552, Collective bargaining unit agreements, be amended by repealing Section 2-552, Collective bargaining unit agreements, in its entirety as follows:

~~Sec. 2-552. - Collective bargaining unit agreements.~~

~~All terms and conditions of any contract or agreement between the city and any labor organization representing city employees shall require city council approval.~~

PASSED, APPROVED, AND ADOPTED THIS 2ND DAY OF DECEMBER 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 2ND DAY OF DECEMBER 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 11-18-2024
Second Reading: 12-02-2024

REPORT TO: CITY COUNCIL

MEETING DATE: DECEMBER 2, 2024



Agenda Item:	9.a. CC-24-140
Previous/Related Action:	
Background/Issue:	Dr. Todd Green's and Mr. Lowell Barto's terms on the Stillwater Medical Center Authority Board expire December 31, 2024, and they are both requesting to be reappointed to another 3-year term.
Proposal/Solution:	
Financial Source/Impact:	
Related Strategic Priority:	
Recommended Action/Motion:	Reappoint Dr. Todd Green and Mr. Lowell Barto to the Stillwater Medical Center Authority Board to another 3-year term each.
Prepared By:	Staff
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, Interim City Manager
Attachments	
None	