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CITY COUNCIL MEETING AGENDA
FEBRUARY 23, 2026

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

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

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

a.	Black History Month Proclamation

4. Consent Docket

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

a.	Approve February 9, 2026 regular meeting minutes.	
b.	Approve a budget amendment to return unused project appropriations for the Fire Station #2 project to the fund balance of the Fire Fund.	Jared Thulin
c.	Approve a budget amendment to return unused project appropriations for completed projects (airport apron rehabilitation, police vehicle upfitting, and parking at 10th and Husband) to the fund balance of the City Capital Fund.	Jared Thulin
d.	Approve a budget amendment to return unused project appropriations for Airport apron rehabilitation to the fund	Jared Thulin

	balance of the Airport Fund.		
e.	Approve budget amendments to reflect the receipt of a grant from the Department of Justice for the Equitable Share Program.		Jared Thulin
f.	Approve budget amendments to reflect receipt and appropriation of a donation for wildfire equipment.		Jared Thulin
g.	Approve the Memorandum of Agreement between the City of Stillwater and FEMA - Integrated Public Alert and Warning System (IPAWS)	CC-26-29	Rob Hill
h.	Approve the award of contracts by CMAR, Lippert Brothers, Inc., for Project Work Package #6 (Directional Signage and Information Monitors) for the Stillwater Regional Airport Terminal and Improvements Project; Approve Amendment No. 6 to the CMAR Agreement which includes a partial conversion to guaranteed maximum price in the amount of $93,539 for the relevant portion of work identified as Project Work Package #6; and authorize the City Manager to sign the Amendment and related exhibits Amended A-1 and C-6.	CC-26-30	Kellie Reed
i.	Accept permanent easement and temporary construction easement, and authorize the mayor to execute the easement documents for: • Parcel 5A and Parcel 5.1 -- Sangre Waterline Project with Preston Stuteville and Meagan Ewy	CC-26-31	Bill Millis
j.	Approve The Oklahoma Purchasing System (TOPS) Interlocal Cooperation Agreement with Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools and member public agencies to become a member of the TOPS purchasing cooperative.	CC-26-32	Christy Driskel
k.	Award a unit price contract to Ellsworth Construction OKC, LLC for $1,970,768.56 for FY25	CC-26-33	Bill Millis

	Pavement Management Program (PMP) Task Order No. 1 projects (Bid No. 43-2025); authorize the City Manager to execute the Construction Agreement; authorize total expenditures of $2,242,845.42, which includes the construction contract, materials testing, and contingency; and approve associated budget amendment.		

5. Public Comment on Items not Scheduled for Public Hearings

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

6. Items Removed from the Consent Docket

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

7. Resolutions

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

a.	RESOLUTION NO. CC-2026-3: A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FFY2027 HIGHWAY SAFETY GRANT FUNDS FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE TO BE USED BY THE STILLWATER POLICE DEPARTMENT FOR IMPAIRED DRIVING ENFORCEMENT AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE ANY RELATED GRANT DOCUMENTS.

b.	RESOLUTION NO. CC-2026-4: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER APPROVING THE BOOKEND HOTEL REDEVELOPMENT AGREEMENT BY AND AMONG THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY, THE CITY OF STILLWATER, AND REPUBLIC PROPERTIES, LLC.

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.

First Read

a.	ORDINANCE NO. 3593: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 29, MOTOR VEHICLES AND TRAFFIC, ARTICLE I, IN GENERAL, BY CREATING SECTION 29-18, PROHIBITION ON THE USE OF DYNAMIC BRAKING DEVICES; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

Second Read

a.	ORDINANCE NO. 3590: AN ORDINANCE AMENDING STILLWATER CITY CODE CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE I, GENERAL PROVISIONS, SECTION 23-7, DEFINITIONS; ARTICLE V, USE CATEGORIES AND LIMITATIONS, DIVISION 1, GENERALLY, SECTION 23-96, DEFINITIONS; ARTICLE VI, LAND USE CLASSIFICATIONS, DIVISION 3, RESIDENTIAL DISTRICTS, SECTION 23-140, RMI (MULTI-FAMILY INTERMEDIATE) DISTRICT, AND SECTION 23-141 RMU (MULTI-FAMILY URBAN) DISTRICT; AND ARTICLE IX, LANDSCAPING, SCREENING, AND ENVIRONMENTAL STANDARDS, SECTION 23-230, GENERALLY; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

b.	ORDINANCE NO. 3592: AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY CREATING A NEW CHAPTER 30, MUNICIPAL CODE LIEN ENFORCEMENT; CREATING SECTION 30-1, ADOPTION OF THE MUNICIPAL CODE LIEN ENFORCEMENT ACT OF 2025; CREATING SECTION 30-2, DEFINITIONS; CREATING SECTION 30-3, CODE VIOLATION FEES AND COSTS ENFORCED IN REM; OWNER-OCCUPIED PROPERTY EXCEPTION; PRIORITY; CREATING SECTION 30-4, IN REM FORECLOSURE OF MUNICIPAL CODE LIENS; CREATING 30-5, CODE ENFORCEMENT; IDENTIFICATION OF PROPERTIES; PETITION; NOTICE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

9. 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)(4) for the purpose of confidential communications between the City Council and its attorney concerning all aspects of litigation in Hosterman v. City of Stillwater, et al., United States Federal District Court for the Western District of Oklahoma, Case No. CIV-24-976-SLP. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City to conduct litigation and/or proceed in the public interest.

b.	Miscellaneous items from the City Manager

c.	Miscellaneous items from the City Council

10. Questions and Inquiries

11. Executive Session

a.	Confidential communication between City Council and its attorney concerning all aspects of litigation in Hosterman v. City of Stillwater, et al., United States Federal District Court for the Western District of Oklahoma, Case No. CIV-24-976-SLP.

12. Return from Executive Session

a.	Possible action related to Hosterman v. City of Stillwater, et al., United States Federal District Court for the Western District of Oklahoma, Case No. CIV-24-976-SLP, including possible action to appoint council representatives for participation in a judicial settlement conference.

13. Adjourn

On February 20, 2026 at 11:25 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

Proclamation

Stillwater OKLAHOMA

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Together, Investing in Municipal Excellence

BLACK HISTORY MONTH, FEBRUARY 2026

WHEREAS, Black History Month is a time to honor, recognize, and celebrate the rich history, culture, achievements, and enduring contributions of African Americans throughout our nation's history; and

WHEREAS, the contributions of African Americans have shaped our country and community in profound ways, from advancing civil rights, strengthening unity, enriching culture, driving innovation, to expanding opportunities for generations; and

WHEREAS, throughout Oklahoma and within the City of Stillwater, Black leaders, educators, entrepreneurs, veterans, public servants, faith leaders, and families have been vital in building and sustaining a vibrant, resilient, and forward-looking community; and

WHEREAS, Black History Month is an opportunity to reflect on the struggles and injustices faced throughout history, and to celebrate the perseverance, leadership, and achievements that continue to move our community and nation forward; and

WHEREAS, recognizing Black history is essential to understanding the full American story and to fostering a community grounded in respect, inclusion, opportunity, and unity.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim the month of February 2026, as Black History Month in Stillwater, and encourage all residents to honor the legacy, celebrate the contributions, and reflect upon the history of African Americans in our community and across our nation.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED FEBRUARY 6, 2026 AT 11:15 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
FEBRUARY 9, 2026

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

a. Stillwater Public Art Presentation

Chief Public Affairs Officer Dawn Dodson announced that there are guests at the meeting tonight to celebrate Stillwater Public Art as an official City program. She discussed the various art exhibits across Stillwater and the community wide partners. Ms. Dodson introduced Laura Griffith Aufleger, President of OnCue. Ms. Aufleger stated that they understand the importance of art in a community. She announced that on behalf of the entire team at OnCue they are honored to commit $100,000 to launch the Stillwater Public Art Program.

4. CONSENT DOCKET

a. Approve January 26, 2026 regular and executive session meeting minutes.
b. Approve budget amendments to close out Federal Aviation Administration grants #3-40-0090-039-2023 and #3-40-0090-040-2023 for the design of the new terminal.
c. Approve Memo to set the public hearing date for March 23rd, 2026 for the closing of easement(s) on property located at 410 W. Franklin Avenue per application by Independent School District No. 16 as required by City Code 23-60(b).
d. Approve the Construction Manager at Risk Agreement with Nabholz Construction Corporation for construction of the new Stillwater Animal Welfare Facility.
e. Approve annual federal grant compliance plans to include Anti-displacement Plan, Citizen Participation Plan, Fair Housing Plan, Minority/Women Business Enterprises Plan, and Section 3 Plan for calendar year 2026.
f. Approve the granting of three (3) gas line easements to Heritage Petroleum over City properties located around the proposed YMCA site at 799 W 12th Avenue.
g. Approve budget amendments reflecting receipt and appropriation of $5,132 in donations to the Stillwater Public Library.
h. Approve budget amendments reflecting receipt and appropriation of $350 in Oklahoma Humanities grant funds to the Stillwater Public Library.

i. Approve budget amendments reflecting receipt and appropriation of $20,117 in Oklahoma Department of Libraries State Aid grant funds to the Stillwater Public Library.
j. 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.
k. Accept permanent easement and authorize the mayor to execute the easement documents for:
    - Parcel 4A - Airport Water line Project with AREC 28, LLC
l. Accept permanent easement and authorize the mayor to execute the easement documents for:
    - Parcel 1A – Sangre Waterline Project with Vicky G. Jerome AKA Victoria G. Gerome and Todd L. Gerome

City Attorney Kimberly Carnley reported that there is one correction on the consent docket that needs to be noted. There is a typo on item l. (last item on the consent docket) and the name Gerome should be spelled with a "J."

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE THE CONSENT DOCKET WITH THE NAME SPELLING CORRECTION ON ITEM L.

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

a. Pursuant to 11 O.S. § 22-121, the Stillwater City Council will conduct a hearing to determine whether the apartments located at 1815 North Boomer Road, Stillwater, Oklahoma (the "Dwellings"), constitute a public nuisance as defined in 50 O.S. § 2 and Section 18-64 of the City of Stillwater Code of Ordinances and as designated as a nuisance in Section 18-71 of the City of Stillwater Code of Ordinances on February 9, 2026, at 5:30 P.M., in the City Council Hearing Room, 723 South Lewis Street, Stillwater, Oklahoma. At said date and time, the City Council shall make a determination as to whether said Dwellings constitute a public nuisance as defined by the referenced statutes and ordinances and whether to order the abatement of said Dwellings as authorized by 50 O.S. § 11 and Section 18-69 of the City of Stillwater Code of Ordinances and the assessment of all associated costs thereof to the owners of said property.

   For purposes of this hearing and process, the City of Stillwater alleges that the Dwellings located at 1815 North Boomer Road, Stillwater, Oklahoma, constitute a public nuisance in accordance with 11 O.S. § 22-121, and Sections 18-71, 18-152, 18-153, and 10-111 of the Stillwater Code of Ordinances, because of the following:

   1. Said Dwellings, which through neglect or injury lack necessary repairs or otherwise are in a state of decay or partial ruin to such an extent that it is a hazard to the health, safety, or welfare of the general public and, in particular, the residents of the Dwellings.

2. Said Dwellings are unfit for human occupancy due to the lack of hot water and heat which is a hazard to the health, safety, and welfare of the public, including the residents and visitors.

3. With regard to the foregoing, said Dwellings are presently maintained in violation of the following sections of the 2018 International Property Maintenance Code:

a. IPMC 505.1 GENERAL. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water supply system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.
b. IPMC 505.3 SUPPLY: The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
c. IPMC 505.4 WATER HEATING FACILITIES: Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110º.
d. IPMC 602.3 HEAT SUPPLY: Heat shall be supplied in all habitable rooms, bathrooms and toilet rooms in order to maintain a minimum temperature of 68°.

Beth Anne Childs, Childs Law Firm, reported that she is Special Nuisance Counsel for the City of Stillwater. She gave a brief overview of the previous public hearing that was held at the City Council meeting on January 12, 2026 and this item was tabled to the February 9, 2026 City Council meeting. Ms. Childs stated that when Code Enforcement initially brought this issue to her they were genuinely concerned about the residents living in these dwellings. Not having water, hot water or heat are big problems. She stated that due to the magnitude of problems and the concerns raised by the citizens the Code Officers and other individuals have been very vigilant in trying to bring this to resolution. Ms. Childs stated that intially the resolution recommendation was going to be to declare a public nuisance and authorize the City Manager to move forward. After discussing this with the City Attorney, it was decided that an appropriate alternative would be to take this to the District Court. Ms. Childs reported that there is a change in that they are recommending that when approving the resolution this would allow them to take this directly to District Court. She stated that this is so challenging because it involves such a large area involving people's private residences and the potential cost is enormous we feel like it does offer a measure of protection for the City of Stillwater and its employees if District Court signs off on it. Also in the event that serious progress is made on these properties it does afford additional time for Vesta to make improvements.

Code Enforcement Officer James Moore gave a brief overview and background of Remington Ranch along with the timeline of events prior to this public hearing. Mr. Moore stated that given the stop and go pace of work, staff recommends moving forward with penalties against Remington Ranch and all associated owners. Code Enforcement will continue to visit the property and provide updates.

Ms. Childs stated that when this process was initially started we thought it was prudent to create a written official record which was previously presented to Council and the representatives from Vesta. She reported that today Code Officer Moore did check the utility bills and currently there is close to $200,000 owed to the City of Stillwater for utility payments. Technically this qualifies them to go on the cutoff list but it was absolutely, positively recommended that that action not be taken.

Mr. Moore answered Council's questions.

Page Walters, in-house counsel for Vesta Realty, stated that they are as frustrated with this situation as the City is. He reported their goal to work to resolve a systemic issue that was mentioned is far in excess of what was anticipated. Mr. Walters stated that what they have been communicating with the City

Attorney's office is that while all buildings ultimately need this repair work, there are four buildings A through D that are of critical priority. He stated the timeline and discussed details involved to get the improvements completed in the priority buildings by the end of March. Mr. Walters stated that Vesta would like to request from the City another 30-day continuance that can be monitored and reviewed to ensure this is done. The move to District Court would unfortunately create difficulties for Vesta that will hinder rather than assist in the urgent and necessary ongoing repair work.

Mr. Walters, Laura Burke, property manager at Remington Ranch since October 31, 2025, and Oki Kellerman, contact between the contractors and Vesta, answered Council's questions.

Mayor Joyce opened the public hearing.

Ronald Balderson, 1815 N. Boomer Road, #F17, expressed his concerns regarding the maintenance issues that he and his wife have reported and take forever to get any response or resolution.

Joyce Foxx, 1815 N. Boomer Road, expressed her frustration with having no hot water and the length of time it is taking to get the repairs completed.

Desirae Pierce, 1815 N. Boomer Road, stated she has had no hot water since November 18 and her heater broke the first day of cold weather and they had to stay someplace else for a week. She reported she has had no response to her email requesting a rebate of her rent.

Mayor Joyce closed the public hearing.

Mayor Joyce asked Mr. Walters and other Vesta employees what possible reason they could give Council to convince them that things are going to be different in the future. Mr. Walters said because of the reasons they have enumerated already but additionally as far as the tenants are concerned, he will be looking at the issues and speaking with the tenants to help with clear communication.

Council questioned if there are apartments available with hot water why they don't move the residents into those apartments. The Vesta Regional Manager Jamie stated that not all residents are in a position that are physically able to move themselves and Vesta employees are not authorized to move residents property. That authorization has to be made at the corporate level.

Mayor Joyce stated that it is appalling that there are vacant units available with hot water and Vesta is not doing everything they can do to move the tenants including moving their belongings. He stated that he feels that it is Vesta's responsibility since they are not providing their contractual obligation to provide these tenants with a livable unit. Mayor Joyce stated that if the CEO is the one to authorize these moves then the CEO needs to come to address these issues.

Mr. Walters and the Vesta employees answered Council's questions.

Ms. Childs stated that staff's recommendation is to approve the resolution.

Mayor Joyce moved to item 9. Resolutions on the agenda.

b. Receive public comment regarding a Text Amendment to Stillwater City Code Chapter 23, Land Development Code, Article I General Provisions, Section 23-7, Definitions; Article V, Use Categories and Limitations, Division 1, Generally, Section 23-96, Definitions; Article VI, Land Use Classifications, Division 3, Residential Districts, Section 23-140, RMI (Multi-Family Intermediate) District, and Section 23-141 RMU (Multi-Family Urban) District; and Article IX, Landscaping, creening, and Environmental Standards, Section 23-230, Generally.

Senior Project Manager Henry Bilbelheimer reported that City staff requests review and approval of a proposed text amendment to update the way fraternity or sorority houses are regulated. The proposed text amendment updates the definition for fraternity or sorority houses and moves the definition from the general definitions to the use definitions. Mr. Bibelheimer stated that the proposed text amendment decreases side setbacks for fraternity or sorority houses in the RMU zoning district, that do not have a common boundary with a property in any single-family residential district or use, to 5 feet. This mirrors the requirements of the RMI zoning district, and exception 23-141.e.1 will still apply, which increases the side setback three feet for each story above the first story. He reported that Section 23-230 (f) is also incorporated into the landscape requirements, which requires one tree and ten shrubs for each 30 lineal feet of frontage. This landscaping can be spread throughout the lot or clumped together, and for corner lots, landscaping will be required for the primary frontage.

Mr. Bibelheimer answered Council's questions.

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

Planning Commission recommended approval of the text amendment as presented with changes made to 23-230 (f) regarding the primary front yard for corner lots landscape requirements with a 5-0 vote.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE TEXT AMENDMENT AS PRESENTED WITH CHANGES MADE TO 23-230 (F) REGARDING THE PRIMARY FRONT YARD FOR CORNER LOTS LANDSCAPE REQUIREMENTS.

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

8. GENERAL ORDERS

a. Presentation of the Stillwater Public Library's "Stillwater Fire Department Collection" which was digitized as an archive collection through a grant from the Oklahoma Historical Society.

Library Director Stacy Delano reported that the Stillwater Public Library received a grant from the Oklahoma Historical Society to digitize the Stillwater Fire Department Collection comprised of over 2,000 historic items. Over the year, the library's Technical Services team digitized, edited the metadata for, and uploaded these items to the library's online archive platform, Past Perfect. Supervisor of Technical Services Andrea Kane presented the library's online archive platform and demonstrated how the platform works.

No action was taken on this item.

b. Presentation by Washington School Advisory Committee to present the committee's proposed 2026 work plan; including possible action to approve the 2026 work plan and authorize the City Manager to execute site access agreements as necessary to allow execution of the work plan.

Deputy City Manager Christy Driskel stated that she is the staff liaison for the Washington School Advisory Committee, and she introduced the Committee Chair Karen Washington.

Ms. Washington thanked everyone that has been a part of this project. She reported that the Washington School is not just a building, but it represents resilience, education and our community. She introduced Vice Chair Jim Beckstrom to present the committee's proposed 2026 work plan.

Mr. Beckstrom discussed the objectives of the Washington School Advisory Committee. He presented the history of the Washington School and the demolition work that has been done to date. Mr. Beckstrom discussed the structure of the school and the current need to replace the gymnasium roof. He presented

the future design and possible uses of the school and the funding needed to complete this project. He stated there will be a Fundraising Gala on February 27, 2026. Mr. Beckstrom stated that the request tonight is for Council to approve the 2026/2027 work plan. He presented and discussed the work plan to Council.

Mr. Beckstrom answered Council's questions.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE THE 2026 WORK PLAN AS PRESENTED BY WASHINGTON SCHOOL HERITAGE FOUNDATION AND WASHINGTON SCHOOL ADVISORY COMMITTEE AND AUTHORIZE THE CITY MANAGER TO EXECUTE SITE ACCESS AGREEMENTS AS NECESSARY TO ALLOW EXECUTION OF THE WORK PLAN.

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

9. RESOLUTIONS

a. Resolution No. CC-2026-2: A resolution of the Stillwater City Council declaring the apartments located at 1815 North Boomer Road, Stillwater, Oklahoma, A Public Nuisance Detrimental To The Health, Safety, and Welfare of the General Public and the Community; Ordering the Nuisance to be abated in accordance with 50 O.S. § 11 and Section 18-69 of the City of Stillwater Code of Ordinances; authorizing the filing of a District Court Action Seeking A Judicial Declaration that the Apartments Constitute A Public Nuisance And Entering An Order Authorizing The City Of Stillwater To Abate The Public Nuisances On These Properties With Costs To Be Paid By The Owner Of The Properties; And Authorizing The City Manager To Take All Actions Reasonably Necessary To Proceed With The Abatement And District Court Cause Of Action

Ms. Childs reported that the objective would be to file the resolution by the end of the week to keep this process moving.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2026-2 AS PRESENTED.

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

Mayor Joyce moved back to item 7b. Public Hearings on the agenda.

10. ORDINANCES

a. First Reading

Ordinance No. 3590: An ordinance amending Stillwater City Code Chapter 23, Land Development Code, Article I, General Provisions, Section 23-7, Definitions; Article V, Use Categories And Limitations, Division 1, Generally, Section 23-96, Definitions; Article VI, Land Use Classifications, Division 3, Residential Districts, Section 23-140, RMI (Multi-Family Intermediate) District, and Section 23-141 RMU (Multi-Family Urban) District; and Article IX, Landscaping, Screening, and Environmental Standards, Section 23-230, Generally; Repealing All Ordinances To The Contrary; And Providing For Severability.

City Attorney Kimberly Carnley stated that as a reminder this ordinance as drafted did not incorporate the changes to the Section 23-230(f) as recommended by Planning Commission. Ms. Carnley stated

that the action on this ordinance was to accept Planning Commission's recommendation so staff would ask to also clarify this on first read and staff will bring back those changes in the second read version.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3590 TO SECOND READ WITH THE CHANGES AS PROPOSED BY THE PLANNING COMMISSION.

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

Ordinance No. 3592: An ordinance amending the Stillwater City Code By Creating A New Chapter 30, Municipal Code Lien Enforcement; Creating Section 30-1, Adoption Of The Municipal Code Lien Enforcement Act Of 2025; Creating Section 30-2, Definitions; Creating Section 30-3, Code Violation Fees And Costs Enforced In Rem; Owner-Occupied Property Exception; Priority; Creating Section 30-4, In Rem Foreclosure Of Municipal Code Liens; Creating 30-5, Code Enforcement; Identification Of Properties; Petition; Notice; Repealing All Ordinances To The Contrary; And Providing For Severability.

City Attorney Kimberly Carnley reported that the Municipal Code Lien Enforcement Act of 2025 is new legislation that was effective November 1, 2025. Cities are required to enact an ordinance approving use of those provisions before proceeding. This act provides for a process to proceed with judicial foreclosure on a property with a municipal lien. She stated that those liens apply to fees, penalties and abatement costs that exceed $1,500 that are imposed against a property for abatement of violations of the City's housing and building codes. The measure also provides that the municipal code lien would be superior to all other liens except for those for taxes.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3592 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.

b. Second Reading

Ordinance No. 3591: An ordinance amending the Stillwater City Code By Creating A New Chapter 34, "Public Art Program;" Creating Section 34-1, "Purpose;" Creating Section 34-2, "Definitions;" Creating Section 34-3, "Fund Established;" Creating Section 34-4, "Administration;" Creating Section 34-5, "Stillwater Public Art Committee;" Creating Section 34-6, "Display Of Public Art;" Creating Section 34-7, "Infrastructure Art Sponsorship Program;" Repealing All Ordinances To The Contrary; And Providing For Severability

City Attorney Kimberly Carnley reported that there have been a couple of changes from the first read version that were recommended by staff. They are reflected via track changes in the agenda packet. Ms. Carnley stated that she would be happy to call those changes out individually if Council wishes otherwise the changes can be reviewed via track changes. Councilors did not request for the changes to be called out individually.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3591 AS PRESENTED.

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

11. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.
b. Miscellaneous items from the City Manager:
    - City Manager Brady Moore stated that he would like to share appreciation for City staff. He is incredibly proud of the City staff and deeply grateful for the work they do every day. From stepping up to support neighboring communities through mutual aid during recent winter storms, to earning recognition for fiscal accountability, providing reliable power, to leading initiatives that keep Stillwater clean and healthy, City employees consistently go above and beyond. Their dedication, professionalism, and heart for public service make a difference in our community. He stated that he is grateful for their commitment to Stillwater and proud to serve alongside such an exceptional team.
c. Miscellaneous items from the City Council:
    - Councilor Hardin reminded residents to stay safe by remembering to apply or renew their burglar or fire alarm permit registration with Stillwater Police. Permits are $6 per alarm, and free to government entities and also residents who are 62 years of age or older. Also, if you live outside of city limits, but within the Stillwater Fire Department's response areas, please consider purchasing a Rural Fire Service Contract. The annual fee is $200, and the contract provides assurances that could save residents thousands.
    - Councilor Clark reminded residents to use the Citizen Request Tracker on the City's website. This is a way for residents to report concerns regarding drainage and flooding, street light outages, trash collection issues, animal control requests, and more. Please consider using this system for non-emergency concerns that City staff needs to check out.
    - Councilor Hawkins reminded residents that it's that time of year to file taxes and the Stillwater Library is offering assistance. Community members can schedule appointments for free tax preparation assistance from the American Association of Retired Persons (AARP) by scheduling an appointment online at: stillwaterok.gov/LibraryTaxes, or by calling (405) 372-3633, extension 8103. Appointments are available now through April 7.
    - Vice Mayor Dzialowski announced that City offices will be closed for Presidents Day on Monday, February 16. Trash, recycling, and yard waste will still be collected. Make sure to set your carts out by 6 a.m. because collection routes can vary.
    - Mayor Joyce announced that construction on the new airport terminal is now more than 75% complete, with interior finish-work underway, including tile installation, painting, and cabinetry. The project remains on schedule, and we are looking forward to servicing daily commercial flights to DFW from the new terminal in August. Also, work on the new access road is progressing, with the roadway now more than 30% complete and anticipated to open in March. As construction continues, there will be upcoming closures along Airport Road. However, there will be detours to ensure access to the airport terminal. The City appreciates everyone's patience, and request that when driving in the area possibly add a few minutes for travel time.

i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

13. ADJOURN

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE FEBRUARY 9, 2026 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The February 9, 2026 regular meeting of the Stillwater City Council adjourned at 7:34 p.m.

WILLIAM H. JOYCE, MAYOR **STILLWATER CITY COUNCIL**	**TERESA KADAVY** **CITY CLERK**

DRAFT

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/11/2026

Department: Finance **Requested by:** Seth Hughes

Explanation:

Expenditures:
Return the unspent appropriations from the Fire Station #2 project to the fund balance of the Fire Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:	Fire Station #2 / Construct Contrc	1606510 - 54009	22GO01160	$ 62,531	($ 62,531)	$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) ($ 62,531)

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 2/17/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/11/2026

Department: Finance **Requested by:** Seth Hughes

Explanation:

Expenditures:
Return the unspent appropriations from the following projects to the City Capital Fund:
Line 1: T Hangar 2 Apron Rehabilitation project
Line 2: PD Vehicle upfitting
Lines 3 & 4: 10th & Husband On-Street Parking project

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:	Rehab TH-2 Apron / Construct Contr	1057010 - 54009	22AP03105	$ 10,252	($ 10,252)	$ 0
	PD Vehicle Upfit / Vehicles	1056025 - 54001	25PD03105	$ 104,856	($ 7,707)	$ 97,149
	10/Husb-Parking / Construct Contrc	1054035 - 54009	24TR07105	$ 15,314	($ 15,314)	$ 0
	10/Husb-Parking / Const Prof Serv	1054035 - 54020	24TR07105	$ 4,200	($ 4,200)	$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) ($ 37,473)

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 2/18/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/11/2026

Department: Finance **Requested by:** Seth Hughes

Explanation:

Expenditures:
Return the unspent appropriations from the T Hangar 2 Apron rehabilitation project to the fund balance of the Airport Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:	Rehab TH-2 Apron / Construct Contr	8107010 - 54009	22AP03810	$ 20,913	($ 2,097)	$ 18,816
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) ($ 2,097)

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 2/17/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/09/2026

Department: Finance **Requested by:** Seth Hughes

Explanation:

Revenue:
Increase budget to reflect deposit for the equitable share program administered by the Department of Justice.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Eshare Program / Federal Grant Rev	1016025 - 43100	21PD11101	$ 0	$ 3,182	$ 3,182
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 3,182

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 2/17/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/09/2026

Department: Finance **Requested by:** Seth Hughes

Explanation:

Expenditure:
Appropriate funds for the equitable share program administered by the Department of Justice.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Eshare Program / Grant Expenditure	1016025 - 53045	21PD11101	$ 912	$ 3,182	$ 4,094
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 3,182

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 2/17/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/11/2026

Department: Finance **Requested by:** Jared Thulin

Explanation:

Revenues:
Increase revenue projections for the receipt of a donation from Kathryn Fleming.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Donations	1016510 - 48701	26FD02101	$ 0	$ 1,000	$ 1,000
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 1,000

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 2/17/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/17/2026

Department: Finance **Requested by:** Jared Thulin

Explanation:

Expenditure:
Appropriate funds for the donation from Kathryn Fleming to be utilized for wildfire equipment.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Fire / Other Equipment	1016510 - 54008	26FD02101	$ 0	$ 1,000	$ 1,000
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 1,000

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** 2/17/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

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REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 23, 2026

Agenda Item:	4.g. CC-26-29
Previous/Related Action:	None
Background/Issue:	On March 14, 2025, Stillwater experienced significant wildfire activity driven by high winds and dry conditions, creating rapidly changing and dangerous conditions across portions of the community. Fire spread quickly, threatening and destroying homes, infrastructure, and roadways. Public safety agencies responded immediately, coordinating fire suppression efforts, evacuations, traffic control, and emergency medical support to protect life and property. Throughout the incident, public safety personnel worked to keep citizens informed using available communication platforms, including radio, social media, local media outlets, and direct field notifications. Interagency coordination was strong, and responders remained committed to delivering timely and accurate information as conditions evolved. However, the event also highlighted limitations in our ability to communicate immediate life-safety messaging at the speed and scale required by a fast-moving wildfire. Not all residents were reached simultaneously, and message distribution relied heavily on platforms that require opt-in participation or internet access. Rapidly shifting fire behavior outpaced some notification methods, and the absence of fully integrated, redundant alerting systems limited our capacity to deliver targeted evacuation orders and urgent protective instructions in real time. The March 14 wildfire underscored both the dedication of public safety agencies and the need to strengthen how we deliver emergency alerts. To address these gaps, this agreement will provide the City of Stillwater access to the Integrated Public Alert and Warning System (IPAWS) through our existing mass notification platform, RAVE. This will expand our ability to send Wireless Emergency Alerts (WEA), activate the Emergency Alert System (EAS) through television and radio, and broadcast through NOAA Weather Radio using Civil Emergency Messages (CEM). Unlike traditional mass notification systems that require residents to opt in, IPAWS allows us to send alerts directly to smart devices

	within the affected area—similar to Amber, Silver, or Blue Alerts—ensuring faster, broader delivery of critical life-safety information when it is needed most.
Proposal/Solution:	Approve the Memorandum of Agreement between the City of Stillwater, Emergency Management Office and FEMA's IPAWS Management Office
Financial Source/Impact:	There will be a one time setup fee of $1,200.00 to activate this component in the RAVE system. This will be paid from regular O&M account from Emergency Management.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY #4 CONNECTED SPACES
Recommended Action/Motion:	Approve the Memorandum of Agreement between the City of Stillwater, Emergency Management Office and FEMA's IPAWS Management Office
Prepared By:	Rob Hill, Director of Emergency Management
Reviewed By:	Rob Hill Christy Driskel Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 23, 2026

Agenda Item:	4.h. CC-26-30
Previous/Related Action:	CC-2025-14
Background/Issue:	October 2, 2023: Council Approved the selection of Lippert Brothers, Inc. (LBI) as Construction Manager at Risk (CMAR) to provide services for the remaining design, bidding, and construction of the new terminal building, parking, and parking access development at Stillwater Regional Airport. July 15, 2024: Council Approved the award of contracts by CMAR, Lippert Brothers, Inc. for Bid Package 1 (Phase 1) for Stillwater Regional Airport terminal project for a total of $18,592,300. The Stillwater Regional Airport (SWO) terminal project is ongoing and has surpassed 85% completion. On July 7, 2025, Council approved submission of a grant application to the FAA Airport Infrastructure Grant (AIG) program for the new airport terminal furniture, furnishings, and equipment (FFE). The FFE grant included funding for terminal Wayfinding. Terminal CMAR, LBI, opened the Wayfinding bids on February 5, 2026, with five (5) bids received. The low bidder for the Wayfinding bid package is G&S Sign Services. Total project costs of $90,101 include directional signage, information monitors, and associated CMAR fees. Alternate #01 for 2 monitors, totaling $3,438, are required to support airline operations and are not eligible for FAA funding. Total construction costs included in Amendment 6 are $93,539.
Proposal/Solution:	Approve Amendment 6 to the CMAR agreement for the Stillwater Regional Airport terminal project for Project Work Package #06 (PWP6) for a partial GMP total of $93,539, bringing the CMAR Agreement total GMP with this approval to $23,195,833.
Financial Source/Impact:	Wayfinding costs will be funded through the previously awarded FAA AIG grant for terminal FFE and City of Stillwater match. Alternate #01 is not eligible for FAA funding but required to support airline operations and will be funded from Airport contingency.
Related Strategic Priority:	
Recommended Action/Motion:	Motion to approve Amendment 6 to the Construction Manager at Risk (CMAR) agreement for the Stillwater Regional Airport

	terminal project for Project Work Package #06 (Wayfinding) for a partial GMP total of $93,539, bringing the total GMP to $23,195,833 and authorize the City Manager to sign the related documents.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Bid Review & Recommendations - Phase 1 - Directional Signage & Information Monitors - 2-11-26
2. SOV - Direct GR - Stillwater Airport - Phase 1 - Wayfinding
3. Resolution CC-2025-14
4. Am6 Exh A-1 Exh C-6 (CLEAN) 2.19.26

Date: February 12, 2026

Stillwater Regional Airport New Terminal Building Phase One
Directional Signage and Information Monitors

Work Package #06

City of Stillwater
723 South Lewis Street
Stillwater, OK 74076

CONSTRUCTION MANAGER: Lippert Bros., Inc.
ARCHITECT: McFarland Architects, P.C.

LIPPERT BROS., INC. BID RECOMMENDATION REVIEW COMMENTS

Lippert Bros., Inc. has completed our review and investigation into potential discrepancies in all bids received and offers the following comments for Work Package #06 for the Phase One Directional Signage and Information Monitors project that bid on February 5, 2026, which Lippert Bros., Inc. did not find any discrepancies. Below is the list of the base bid and alternate #01 and our recommendations for award.

BID TOTALS

Base Bid	**$90,101**
Alternate #01 – Two (2) Type 1 Monitors	**$3,438**

LBI'S BID RECOMMENDATIONS

Base Bid	**$90,101**
Alternate #01 – Two (2) Type 1 Monitors	**$3,438**
TOTAL =	**$93,539**

The above totals include Lippert Bros., Inc's Direct Project Support, the below listed allowance in the base bid and a contingency totaling $15,000, insurance, and fee.

PROJECT WORK PACKAGE COSTS FOR THE BASE BID

Cost of Direct Project Support	**$4,400**
Cost of Work	**$67,295**
Construction Contingency	**$15,000**
Fee (4.75%)	**$3,406**
TOTAL	**$90,101**

PROJECT WORK PACKAGE COSTS FOR ALTERANTE #01

Cost of Direct Project Support	**$0**
Cost of Work	**$3,282**
Construction Contingency	**$0**
Fee (4.75%)	**$156**
TOTAL	**$3,438**

ALLOWANCES

If any allowances result in being under budget, then Lippert Bros., Inc. will provide a deductive change order to give that said amount back to the Owner to be put into the construction contingency. All savings (100%) from these allowances will be returned to the Owner.

1. Lippert Bros., Inc. has included an allowance budget of $8,500 for additional structural support for the direction signage package. This allowance or budget will be used on a time and material basis as the Construction Manager will coordinate with the Directional Signage contractor on any additional supports for the signage that will need to anchored or attached to the building's structure and/or framing.

BID PACKAGE REVIEW

With respect to specific bid packages and/or bidders review we offer the following comments on a bid package by bid package basis.

Bid Package #10.0 – Directional Signage

Lippert Bros., Inc. received a total of five bids for this bid package, which G&S Sign Services, LLC. base bid resulted in them being the apparent low bidder. Lippert Bros., Inc. discussed the bid results with G&S Sign Services, LLC. and they have indicated that they bid per the plans and specifications and that they do not have any errors in their estimate. Lippert Bros., Inc. recommends award of Bid Package #10.0 – Directional Signage to G&S Sign Services, LLC.

Bid Package #27.0 – Information Monitors

Lippert Bros., Inc. received a total of four bids for this bid package, which C2 Innovated Technologies, Inc. base bid resulted in them being the apparent low bidder. Lippert Bros., Inc. discussed the bid results with C2 Innovated Technologies, Inc. and they have indicated that they bid per the plans and specifications and that they do not have any errors in their estimate. Lippert Bros., Inc. recommends award of Bid Package #27.0 – Information Monitors to C2 Innovated Technologies,

INVOICING PROCEDURES

Lippert Bros., Inc. will bill equal monthly amounts for the Direct Project Support each month. If the project starts or ends on a partial monthly (not a full month) then the Direct Project Support and Site General Requirements amounts will be adjusted accordingly. Lippert Bros., Inc. will invoice the full amount for our insurance at the first monthly billing. Our insurance carrier invoice these amounts once they issue the insurance certificate. Lippert Bros., Inc., fee will be invoiced on a percentage basis on each monthly billing based upon the total percentage of work completed.

Lippert Bros., Inc. has not included the costs for CM bonds for this work.

APPROVALS

Lippert Bros., Inc. is aware that these bid recommendations need to be approved by the City of Stillwater City Council on February 23, 2026. This project advertised that all bids will need to be good for thirty (30) days. The thirty (30) day mark after the February 5, 2026 bid date is March 7, 2026. Lippert Bros., Inc. recommends that the City of Stillwater and/or Stillwater Airport notify us with a Notice of Award or Intent no later than March 4, 2026, so that we can issue Notice of Intent, and subcontracts to the contractors. The Notice of Intent will identify the total amount accepted for this work package, which identify if the Alternate #1 costs are approved.

PROJECT SAVINGS

Lippert Bros., Inc. would like to assure the City of Stillwater that 100% of the savings from any remaining construction contingency and any remaining allowances amounts will be returned to the City of Stillwater. If the construction contingency becomes over budget because of additional scope of work or the allowance amounts are exceeded then Lippert Bros., Inc. will consult with the City of Stillwater and Stillwater Airport to issue a change order or amendment to this work package.

Attached you will find our project cost summary sheet, along with the final bid tabulations. We request that the City of Stillwater review the above information and attached documents and inform us of any changes to our recommendations.

If you should have any questions regarding this letter or the attached documentation, then please contact me via phone at 405-478-3580 or email at svanoosten@lippertbros.com.

Respectfully,

Lippert Bros., Inc.

Shane VanOosten
Vice-President / Project Manager

Attachments: Project Cost Summary Sheet
Final Bid Tabulations

Cc: File

STILLWATER REGIONAL AIRPORT- NEW TERMINAL BUILDING - PHASE 1
DIRECTIONAL SIGNAGE AND INFORMATION MONITORS
2020-10 W. AIRPORT ROAD
STILLWATER, OKLAHOMA 74075

CONSTRUCTION MANAGER: LIPPERT BROS., INC.

ARHITECT: MCFARLAND ARCHITECTS, P.C.

STILLWATER REGIONAL AIRPORT NEW TERMINAL BUILDING PHASE 1
DIRECTIONAL SIGNAGE AND INFORMATION MONITORS
Bid Date: FEBRUARY 5, 2026

BID PACKAGE TOTALS	Bid Results
DIRECT PROJECT SUPPORT - LBI	$4,400
ALLOWANCE FOR STRUCTURAL SUPPORTS FOR DIRECTIONAL SIGNAGE	$8,500
DIRECTIONAL SIGNAGE BLOCKING	$378
BID PACKAGE #10.0 - DIRECTIONAL SIGNAGE G&S Sign Services, LLC	$42,990
BID PACKAGE #27.0 - INFORMATION MONITORS C2 Innovated Technologies, Inc.	$14,932
SUBTOTAL	**$71,200**
PROFESSIONAL LIABILITY INSURANCE	$71
GENERAL LIABILITY AND UMBRELLA	$403
BUILDERS RISK INSURANCE	$21
SUBTOTAL	**$71,695**
CM P&P BONDS (Not applicable)	$0
CONTINGENCY (Lump Sum)	$15,000
CM FEE - 4.75% (NO FEE ON CONTINGENCY)	$3,406
BASE BID TOTAL	**$90,101**

ALTERNATE #01 - TWO (2) TYPE 1 MONITORS

BID PACKAGE TOTALS	Bid Results
BID PACKAGE #27.0 - INFORMATION MONITORS C2 Innovated Technologies, Inc.	$3,233
SUBTOTAL	**$3,233.00**
PROFESSIONAL LIABILITY INSURANCE	$30.00
GENERAL LIABILITY AND UMBRELLA	$18.00
BUILDERS RISK INSURANCE	$1.00
SUBTOTAL	**$3,282.00**
CM P&P BONDS (Not applicable)	$0.00
CM FEE - 4.75%	$156.00
ALTERNATE #01 TOTAL	**$3,438**

TOTAL BASE BID & ALTERNATE #1	**$93,539**
BUDGET	**$161,850**
OVER OR (UNDER BUDGET)	**($68,311)**

OWNER'S BID TABULATION SHEET

STILLWATER REGIONAL AIRPORT - NEW TERMINAL BUILDING - PHASE 1 - DIRECTIONAL SIGNAGE & INFORMATION MONITORS

Bid Packages #10.0 & #27.0

Bid Date: February 5, 2026 at 3:00 p.m.

B.P. #10.0 - Signage	Sign Wonders	G&S Sign Services	Superior Neon	Vital Signs	SSC Signs	
Base Bid	**$86,625.00**	**$42,990.00**	**$129,260.00**	**$48,911.00**	**$96,113.00**	

B.P. #27.0 - Info Monitors	Lippert Bros., Inc.	C2 Innovative	High-Techtronics	Cory' AV		
Base Bid	**$19,500.00**	**$14,932.00**	**$32,153.00**	**$19,124.00**		
Alternate #01	**$4,500.00**	**$3,233.00**	**$3,490.00**	**$6,698.00**		
TOTAL	**$24,000.00**	**$18,165.00**	**$35,643.00**	**$25,822.00**		

OWNERS BID/PROJECT NO.: 1720 PERIOD FROM: APPLICATION NO.:

PURCHASE ORDER NO.: SAM.GOV Unique Entity ID: HAAZJJCX7UB3 PERIOD TO: APPLICATION DATE:

Name of Project: Stillwater Regional Airport - New Terminal Building - Phase 1 - Directional Signage & Information Monitors CMAR Direct Requirements

A	B	C	D	E	F	G	H	J	K
			WORK COMPLETED						
ITEM	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Application (D+E)	This Application	Stored Material (Note in D or E)	Total Completed & Stored (D+E+F)	% (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Direct Requirements								
	Project Manager	$1,364.00				$0.00	0.00%	$1,364.00	$0.00
	Superintendent	$3,036.00				$0.00	0.00%	$3,036.00	$0.00
	TOTAL FOR DIRECT REQUIREMENTS	**$4,400.00**							

RESOLUTION NO. CC-2025-14

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT INFRASTRUCTURE GRANT FUNDS ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT INFRASTRUCTURE IMPROVEMENTS AT STILLWATER REGIONAL AIRPORT; AND APPROVING THE ASSOCIATED BUDGET AMENDMENTS FOR THE REQUIRED SPONSOR MATCH

WHEREAS, Public Law 117-58 Infrastructure Investment and Jobs Act provides approximately $15 billion for airport-related projects as defined under the existing Airport Infrastructure Grant (AIG) and Passenger Facility Charge criteria; and

WHEREAS, approximately $2.89 billion of AIG funds will be administered by the Federal Aviation Administration (FAA) through the AIG program to airport sponsors for airport infrastructure improvements; and

WHEREAS, Stillwater Regional Airport intends to apply for Fiscal Year (FY) 2025 AIG funds in support of procurement and installation of furniture, furnishings, and equipment in connection with the Stillwater Regional Airport Terminal Building and Improvements Project; and

WHEREAS, the estimated total project cost is $769,471 ($11,745 of the total project cost is ineligible for the AIG funds); and

WHEREAS, the anticipated cost share under the FAA FY 2025 AIG grant is as follows: Federal Aviation Administration: $719,840 and City of Stillwater: $37,886 (5% sponsor match); and

WHEREAS, these improvements will enhance operational efficiency and safety of airport users, particularly users of the commercial air service terminal.

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

Section 1: That the City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for FAA FY 2025 AIG funds in an amount not-to-exceed $719,840 and payment of matching funds.

Section 2: That the City of Stillwater hereby approves the attached Budget Amendment to appropriate funds for the required sponsor match.

Section 3: That the Mayor or Vice-Mayor is hereby authorized to execute all necessary projects including: grant applications, offers and agreements, sponsor certifications, DBE certifications, contracts and other related documents as may be required to secure funding and conduct said airport project.

PASSED AND ADOPTED this 7th day of July 2025.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY this 7th day of July 2025.

KIMBERLY CARNLEY, CITY ATTORNEY

AMENDMENT TO
AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

Amendment No. 6

1. Background Data:

a. Effective Date of Owner-CMAR Agreement: June 17, 2024

b. Owner: City of Stillwater, Oklahoma

c. CMAR: Lippert Bros., Inc.

d. Project: Stillwater Airport Terminal Building and Improvements

2. Background Information:

a. The contract identified above ("Agreement") was executed as a Construction Manager at Risk contract in accordance with the Oklahoma Construction Management Act for Political Subdivisions, 61 O.S. § 215 et seq.

b. A portion of the work identified as "Bid Package #1" was previously awarded by the Owner and is underway. The Agreement was amended on August 6, 2024, to adopt the parties' agreement that the GMP for the relevant portion of the work including Pre-Construction Services and Bid Package #1 is $18,622,424, as detailed in Exhibit C-1 to Amendment No. 1.

c. On December 16, 2024, Amendment No. 2 to the Agreement was approved to amend the Agreement as follows: Amended the Agreement to revise Total Project IGMP to $25,547,582 as set forth in Amended Exhibit B and Amended Exhibit B-2 to Amendment No. 2 which includes all Phases of the Stillwater Regional Airport Terminal Building and Improvements Project. Award of any Project Work Package is contingent on receipt of federal funds or specific action by the City Council to appropriate funds sufficient for the Project; amended the Agreement to clarify that Olsson Inc. shall serve as Project Engineer for Phase 2, Access Road Relocation and Roundabout Development, of the Project; Phase 3, North Triangle Parking and Lighting; and Phase 4, South Parking and Lighting; amended the Agreement to revise the bonding requirements of the CMAR to clarify that the Construction Manager shall provide bonds for any self-performed work as well as any work where the total cost of the work is less than $50,000. The Construction Manager shall require that all subcontractors provide bonds when the cost of the work is more than $50,000; amended the Agreement to clarify that the Construction Manager's Fee is 4.75%; and amended the Agreement for a portion of work identified as "Project Work Package 2" (PWP2) for partial Phase 2 work for partial conversion of guaranteed maximum price in the amount of $660,445 as detailed in Exhibit C-2 to Amendment No. 2.

d. On February 25, 2025, Amendment No. 3 to the Agreement was approved to amend the Agreement as follows: Amended the Agreement to include the Project Schedule, Exhibit A-1, which includes the substantial and final completion dates for PWP1, PWP2 and "Project Work Package #3" (PWP3); amended the Agreement to revise the City's

representative as provided in Article 9(h); and amended the Agreement for a portion of work identified as PWP3 for partial Phase 2 work for partial conversion of guaranteed maximum price in the amount of $3,124,479 as detailed in Exhibit C-3 to Amendment No. 3.

e. On March 11, 2025, Amendment No. 4 to the Agreement was approved to amend the Agreement as follows: Amended Exhibit A-1 to the Agreement to include the substantial and final completion dates for "Project Work Package #4" (PWP4); amended the Agreement for a portion of the work identified as PWP4 for partial Phase 2 work for the partial conversion of guaranteed maximum price in the amount of $61,638 as detailed in Exhibit C-4 to Amendment No. 4.
f. On December 1, 2025, Amendment No. 5 to the Agreement was approved to amend the Agreement as follows: Amended the Agreement to revise the City's representative as provided in Article 9(h); amended Exhibit A-1 to the Agreement to include the substantial and final completion dates for "Project Work Package #5" (PWP5); amended the Agreement for a portion of the work identified as PWP5 for Phase 3 North Triangle Parking Lot work for partial conversion of guaranteed maximum price in the amount of $633,308 as detailed in Exhibit C-5 to Amendment No. 5.
g. This Amendment No. 6 provides for the following contract amendments:
    a. Amends Exhibit A-1 to the Agreement to include the substantial and final completion dates for "Project Work Package #6" (PWP6).
    b. Amends the Agreement for a portion of the work identified as PWP6 for Directional Signage and Information Monitors for partial Phase 1 Terminal work. Construction Manager is prepared to enter into written agreements with subcontractors and suppliers. Exhibit C-6 to this Amendment No. 6 sets forth the relevant partial conversion of the guaranteed maximum price for the relevant portion of work.

3. Amendment:

The Agreement is amended as follows:

a. The parties agree that the attached Amended Exhibit A-1 includes the substantial and final completion dates for each work package bid to date by adding the substantial and final completion date for PWP6.
b. Exhibit C-6 attached hereto provides for the partial conversion of guaranteed maximum price for the relevant portion of work identified as PWP6 for Directional Signage and Information Monitors for Phase 1 Terminal.

4. Effect of Contract Provisions: All provisions contained within the Agreement dated June 17, 2024, and any amendments thereto shall remain in full force and effect and shall be binding on the parties except as amended herein and pursuant to all other properly executed amendments.

5. Effective Date: This Amendment No. 6 is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed by their duly authorized officers or representatives on the dates set forth below.

OWNER:	CONSTRUCTION MANAGER AT RISK:
City of Stillwater, Oklahoma	Lippert Bros., Inc.
By:	By:
Title: J. Brady Moore, City Manager	Title: T.M. Lippert, President
Date Signed:	Date Signed:

AMENDED EXHIBIT A-1
TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
PROJECT SCHEDULE

Stillwater Airport Terminal Building and Improvements

Liquidated damages are per Article 5.

Project Work Package #1
Substantial Completion shall be on or before July 26, 2026.
Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #2
Substantial Completion shall be on or before November 10, 2025.
Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #3
Substantial Completion shall be on or before January 10, 2026.
Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #4
Substantial Completion shall be on or before January 10, 2026.
Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #5
Substantial Completion shall be on or before March 31, 2026.
Final Completion shall be achieved within 30 days of Substantial Completion.

Project Work Package #6
Substantial Completion shall be on or before July 31, 2026.
Final Completion shall be achieved within 30 days of Substantial Completion.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Kellie Reed, Airport Director	J. Brady Moore, City Manager	T.M. Lippert, President
Owner: City of Stillwater	Owner: City of Stillwater	Lippert Bros., Inc.
Date: _____	Date: _____	Date: _____

EXHIBIT C-6
TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
GUARANTEED MAXIMUM PRICE, PARTIAL CONVERSION

Stillwater Airport Terminal Building and Improvements
Project Work Package 6 (PWP6) Directional Signage and Information Monitors – Phase 1 Terminal

Project Work Package #6	
Cost of Direct Project Support	*$ 4,400*
Cost of the Work	*$ 67,295*
Construction Contingency	*$* 15,000
Fee (4.75% of Cost of the Work)	*$ 3,406*

Alternates selected and included above:

- Alternate #01 – Two (2) Type 1 Monitors$3,438

Total Work Package #6 Partial Guaranteed Maximum Price $93,539

Partial Guaranteed Maximum Price (GMP) Summary	
Prior to this Amendment:	
Amendment No. 1, PWP1 Partial GMP:	$ 18,622,424
Amendment No. 2, PWP2 Partial GMP:	$ 660,445
Amendment No. 3, PWP3 Partial GMP:	$ 3,124,479
Amendment No. 4, PWP4 Partial GMP:	$ 61,638
Amendment No. 5, PWP5 Partial GMP:	$ 633,308
This Amendment:	
Amendment No. 6, PWP6 Partial GMP:	$ 93,539
Total Partial GMP:	**$ 23,195,833**

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Kellie Reed, Airport Director	J. Brady Moore, City Manager	T.M. Lippert, President
Owner: City of Stillwater	Owner: City of Stillwater	Lippert Bros., Inc.
Date: _____	Date: _____	Date: _____

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 23, 2026

Agenda Item:	4.i. CC-26-31
Previous/Related Action:	• CC 24-54; Task Order Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects. • SUA-2025-5, CC-2025-1, SUA-2025-6 - authorizing a FAP loan from the Oklahoma Water Resources Board (OWRB) • SUA-25-36 - SUA authorizing easement acquisition expenditure
Background/Issue:	This project includes replacement of the waterline along Sangre Road adjacent to Preston Stuteville and Meagan Ewy Property. The new waterline is proposed outside of existing Right-of-Way on Preston Stuteville and Meagan Ewy Property. Staff have completed landowner negotiations for the two attached easements: • The proposed permanent easement is approximately 20 and 15 feet by 284 containing approximately 4862 square feet. • The proposed temporary construction easement is approximately 20 and 15 feet by 284 feet, containing approximately 5081 square feet. Appropriations and expenditures for the real estate acquisition for 25WL03 FY25 CIP Projects were authorized by SUA on 11/17/2025 Meeting.
Proposal/Solution:	The above-mentioned easements are necessary for the project.
Financial Source/Impact:	No additional appropriations are necessary for this action.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Accept permanent easement and temporary construction easement, and authorize the mayor to execute the easement documents for: • Parcel 5A and Parcel 5.1 – Sangre Waterline Project with Preston Stuteville and Meagan Ewy

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

Attachments

1. Sangre_05_Meagan Ewy - Only Easement Docs

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Preston Stuteville and Meagan Ewy, husband and wife, certify that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Lot Four (4), DEER CROSSING ESTATES, a part of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

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

LEGAL DESCRIPTION PARCEL 5A

A PART OF LOT 4 OF DEER CROSSING ESTATES TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 OF DEER CROSSING ESTATES TO THE CITY OF STILLWATER; THENCE S89°41'31"W ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 15.00 FEET; THENCE N0°40'41"W A DISTANCE OF 164.11 FEET; THENCE S89°19'19"W A DISTANCE OF 5.00 FEET; THENCE N0°40'41"W A DISTANCE OF 120.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE N89°19'19"E ALONG SAID NORTH LINE A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF SOUTH SANGRE ROAD; THENCE S0°40'41"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 284.21 FEET TO THE POINT OF BEGINNING, CONTAINING 0.11 ACRES OR 4862 SQUARE FEET MORE OR LESS.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of Feb, 2026.

Preston Stuteville

Meagan Ewy

Stillwater - Sangre Water Line
Parcel 5A

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 10 day of Feb, 2026, personally appeared, Preston Stuteville and Meagan Ewy to me known to be the identical people who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Lacie Jones
NOTARY PUBLIC

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

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026 , the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

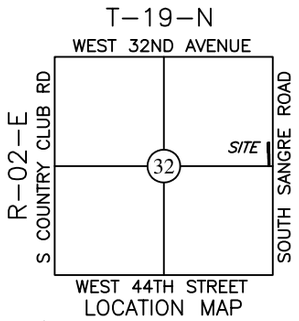
ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

WATER LINE EASEMENT EXHIBIT
PARCEL 5A



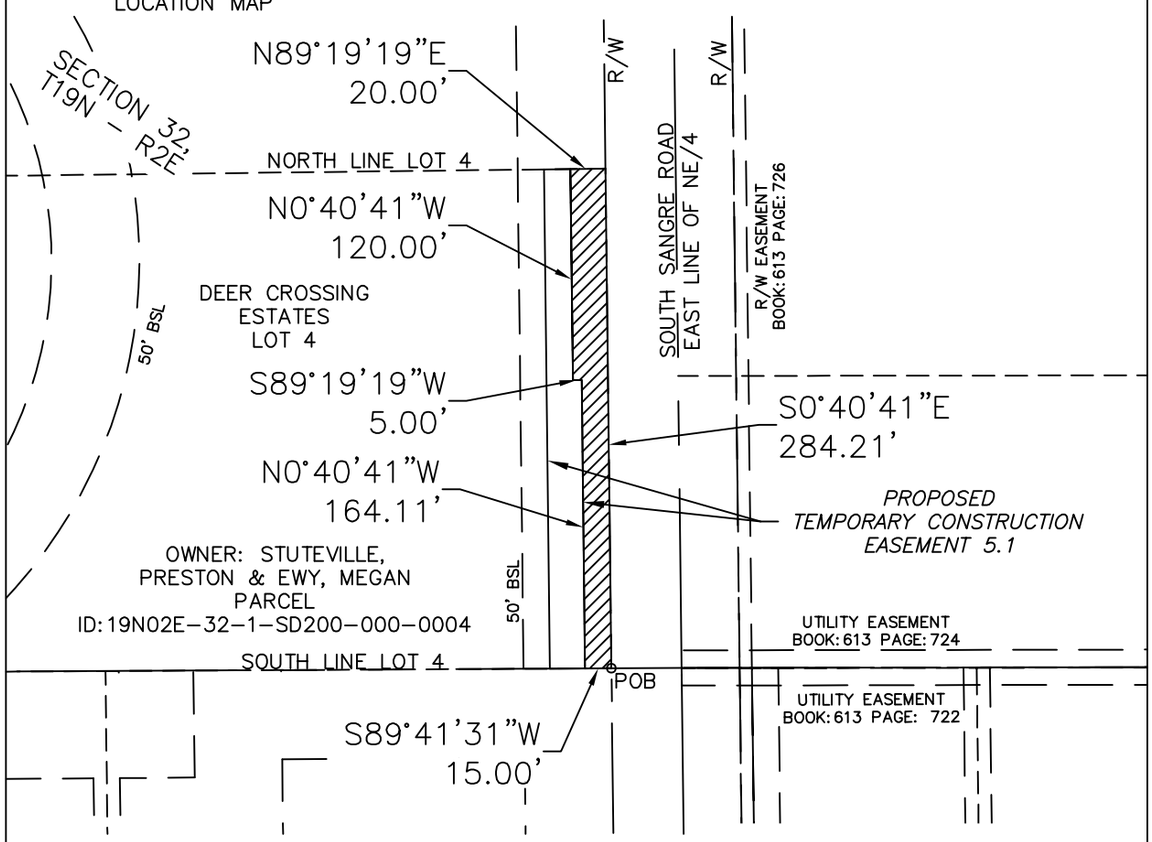
LOCATION MAP

SURVEYOR

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

N

SCALE: 1"=100'



BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A PART OF LOT 4 OF DEER CROSSING ESTATES TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

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

7/8/2025
DATE OF SIGNATURE

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Preston Stuteville and Meagan Ewy, husband and wife, certify that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Lot Four (4), DEER CROSSING ESTATES, a part of the North Half (N/2) of the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

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

LEGAL DESCRIPTION PARCEL 5.1

A PART OF LOT 4 OF DEER CROSSING ESTATES TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 4 OF DEER CROSSING ESTATES TO THE CITY OF STILLWATER; THENCE S89°41'31"W ALONG THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°41'31"W ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET; THENCE N0°40'41"W A DISTANCE OF 283.98 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE N89°19'19"E ALONG SAID NORTH LINE A DISTANCE OF 15.00 FEET; THENCE S00°40'41"E A DISTANCE OF 120.00 FEET; THENCE N89°19'19"E A DISTANCE OF 5.00 FEET; THENCE S00°40'41"E A DISTANCE OF 164.11 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES OR 5081 SQUARE FEET MORE OR LESS.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of Feb, 2026.

Preston Stuteville

Meagan Ewy

Stillwater - Sangre Water Line
Parcel 5.1

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 10 day of Feb, 2026, personally appeared, Preston Stuteville and Meagan Ewy to me known to be the identical people who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Lacie Jones
NOTARY PUBLIC

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

(SEAL)

LACIE JONES NOTARY PUBLIC # 14002605 EXP. 03/24/26 STATE OF OKLAHOMA

Stillwater - Sangre Water Line
Parcel 5.1

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this_____ day of _____, 2026 , the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

_____
WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this_____ day of _____, 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT PARCEL 5.1

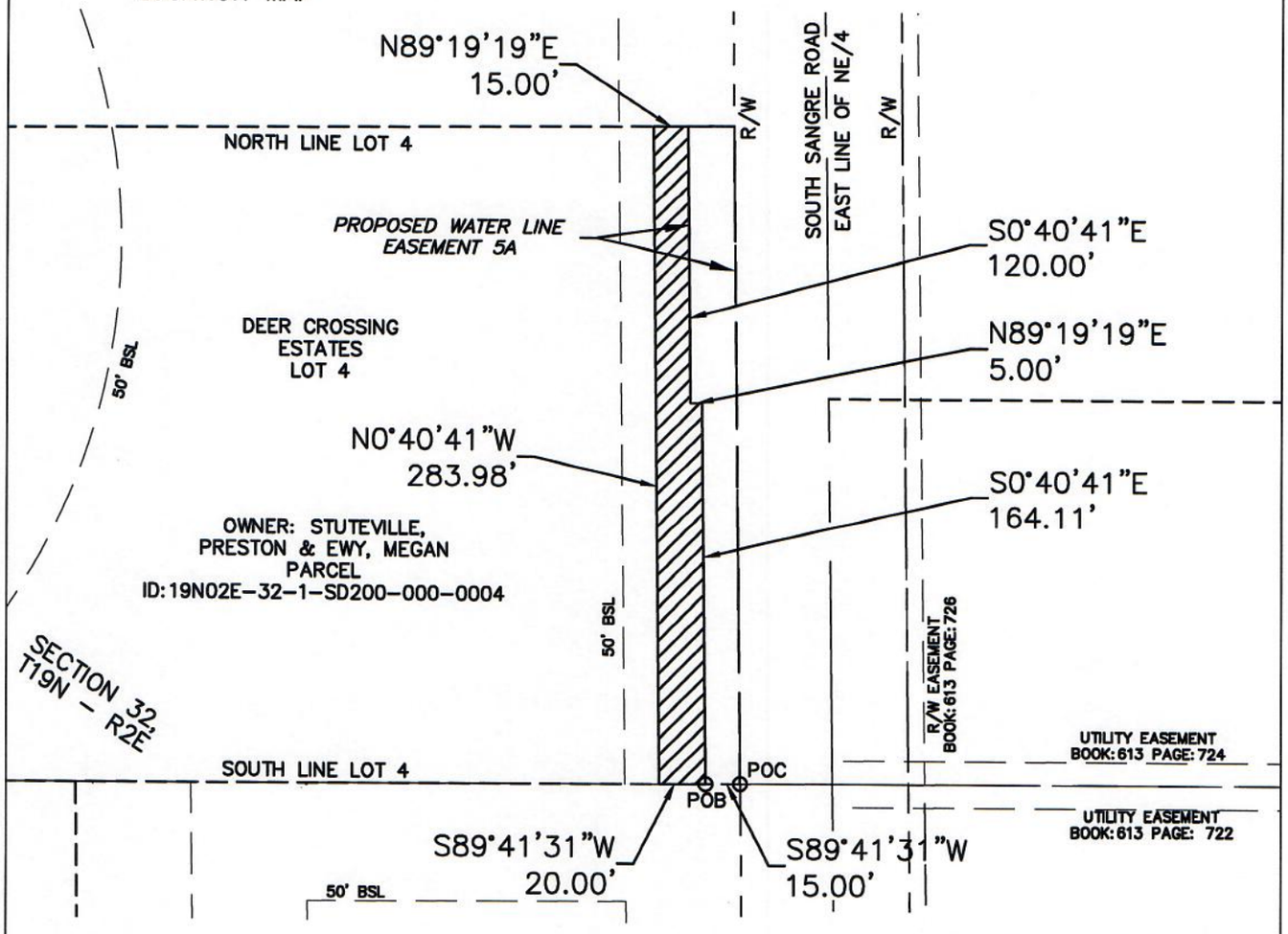
SURVEYOR

WSB

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

N

SCALE: 1"=70'



BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

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SURVEYOR'S CERTIFICATION

I, MICHAEL ROYCE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY STATE THAT THE BELOW MAP REPRESENTS A SURVEY PERFORMED IN THE FIELD AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS EXHIBIT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

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

7/8/2025
DATE OF SIGNATURE

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 23, 2026

Agenda Item:	4.j. CC-26-32
Previous/Related Action:	
Background/Issue:	The Oklahoma Purchasing System ("TOPS") is a purchasing cooperative system authorized pursuant to § 139 of the Oklahoma Public Competitive Bidding Act (61 O.S. § 101 *et seq*.) and the Oklahoma Interlocal Cooperation Act (74 O.S. § 1001 *et seq.*) for the purpose of soliciting and awarding construction materials and services contracts for use by member public agencies. TOPS lead agency is Atoka Public Schools. The interlocal cooperation agreement is approved by the Attorney General's Office and filed in the appropriate county offices in compliance with state law requirements. Political subdivisions may enter into an Interlocal Cooperation Agreement with the lead agency to participate as a member of the purchasing cooperative. Membership is free and there is no obligation to purchase through TOPS unless the City determines that there is a contract that the City wants to utilize that is in the best interest of the city. All contracts are awarded in compliance with Title 61 competitive bidding requirements. TOPS keeps all supporting bidding documents on file and will provide them to members for review upon request. After establishing membership, the City will work with TOPS to identify contracts that it wishes to use. Contracts utilized will be reviewed by the legal department and follow the city's procurement policies, including approval by the City Council for any project exceeding the City Manager's purchasing authority.
Proposal/Solution:	
Financial Source/Impact:	
Related Strategic Priority:	#4 CONNECTED SPACES #1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

Recommended Action/Motion:	City staff recommends approving The Oklahoma Purchasing System (TOPS) Interlocal Cooperation Agreement with Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools and member public agencies to become a member of the TOPS purchasing cooperative.
Prepared By:	Christy Driskel, Deputy City Manager
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. The-Oklahoma-Purchasing-System-revision-3 (Member Agreement - City of Stillwater)

THE OKLAHOMA PURCHASING SYSTEM

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (also referred to as "Agreement") is entered into by and between Independent School District No. 15 of Atoka County a/k/a Atoka Public Schools ("APS") and the member public agencies ("Members") listed below, pursuant to § 139 of the Oklahoma Public Competitive Bidding Act ("PCBA"), Okla. Stat. tit. 61 § 101, *et seq.*, and the Interlocal Cooperation Act ("the Act"), Okla. Stat. tit. 74, §§ 1001, *et seq.*

MEMBER:

NAME OF AGENCY: City of Stillwater

BOARD APPROVAL DATE: February 23, 2026

AGENCY CONTACT: J. Brady Moore

CONTACT TITLE: City Manager

CONTACT SIGNATURE: _____

APS and Member hereby represent that:

- Both entities are "public agencies," as that term is defined in the Interlocal Cooperation Act; and
- APS is a public school district, acting under the authority granted to it pursuant to § 139 of the PCBA; and
- Member is a public agency within the State of Oklahoma as defined by 74 O.S. § 1003(A), acting under the authority granted to it pursuant to § 139 of the PCBA; OR
- Member is a public agency outside the State of Oklahoma as defined by 74 O.S. § 1003(A)(5);

NOW THEREFORE, APS and Member hereby agree as follows:

I. DEFINITIONS

For the purposes of this Agreement:

1. The term "public agency" shall mean any political subdivision of the State of Oklahoma or agency of the state government, or public trust, their respective boards, and public trusts of which they are beneficiaries, or a public agency outside the state of Oklahoma;

2. The term "member" shall mean a public agency which has become a party to this Agreement;
3. The term "group" shall mean The Oklahoma Purchasing System;
4. The term "participating agency" shall mean a member or the group;
5. The term "construction-related materials and services" shall mean any materials or services that would or could be required to be subject to public bidding under the PCBA.

II. STATEMENT OF SERVICES OFFERED

APS, as the lead agency for The Oklahoma Purchasing System (TOPS), with BTOK Marketing, LLC as the buyer's agent, has established and will administer a cooperative purchasing program for construction-related materials and services, and other cooperative contract offerings. Authority for such services is granted by Okla. Stat. tit. 61, § 139.

III. PURPOSE

The purpose of TOPS is to reduce the costs associated with construction-related materials and services, and other cooperative contract offerings at market price, budget control, and to increase construction quality.

IV. TERM

This Agreement covers the period July 1 to June 30 of each calendar year and is good for life unless either party terminates the agreement.

V. RIGHTS

APS, in cooperation with TOPS and BTOK Marketing, LLC, is granted the right to issue a cooperative bid/proposal for construction-related materials and services, and other cooperative contract offerings reflective of the needs supplied by the Members initiating their construction, and other cooperative contract offerings bid/proposal through TOPS. APS, as the lead agency, is further granted the right to secure product award(s) for specific construction-related materials and services, and other cooperative contract offerings for a period of one year in cooperation with TOPS.

VI. DUTIES/RESPONSIBILITIES

APS, as the lead agency is responsible for the following:

- Offer appropriate and necessary support to encourage positive vendor/contractor relationships.
- Distribute this Agreement to potential and current members for adoption or update by their Board of Education.
- Present all Agreements to the APS Board of Education for approval.

TOPS, and BTOK Marketing, LLC, as the buyer's agent, is responsible for the following:

- Provide for the organizational and administrative structure of the program.
- Provide staff time necessary for efficient operation of the program.
- Receive quantity requests from members and prepare appropriate tally of quantities.
- Initiate and implement activities related to the bidding and vendor/contractor selection process in accordance with Oklahoma law, particularly the PCBA.
- Provide members with procedures for ordering, delivery, and billing.

Members are responsible for the following:

- Approving the Interlocal Cooperation Agreement with APS.
- Commit to participate in the program by an authorized signature in the appropriate space within this Agreement.
- Designate a contact person.
- Commit to purchase construction-related materials and services that become part of the official materials and services list when it is in the best interest of the Cooperative Member.
- Prepare purchase orders issued to the appropriate vendor/contractor from the official award list provided by TOPS.
- Accept shipments of products ordered from vendor/contractors in accordance with standard purchasing procedures.
- Pay vendor/contractors in a timely manner for all goods and services received.
- Providing notice of intent to terminate this agreement, in writing, to David Lassiter, Director of TOPS, at least thirty (30) days in advance of the intent to terminate. Advance notice of termination is waived in the event a participating public agency is dissolved or consolidated or a participating school district is consolidated, annexed, designated as fiscally distressed, or managed by the State Department of Education.
- Providing local purchasing estimates to TOPS by the specified deadline for all items to be purchased under contract. The public agency agrees to establish estimates with the intent to purchase said quantities.
- Refraining from initiating bids/proposals for purchasing contracts that conflict with those being solicited by TOPS and for which the Member has enrolled for participation until such time as those solicitations by TOPS are closed.
- Seeking resolution of all problems regarding purchasing, delivery, receiving, and billing, with the appropriate vendor/contractor.

- Understanding and agreeing that participating in this Agreement does not relieve the Members from obligations to comply with all applicable procurement laws.

VII. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by TOPS shall be vested in TOPS. In the event of termination of TOPS, such property shall belong to the then-members of TOPS in pro-rata shares. Upon partial or complete termination of this Agreement, the majority vote of APS's Board of Education, as the lead agency, shall be binding in all respects as to the disposition of the property and dissolution of TOPS. The APS Board of Education shall serve as trustees for the disposition of property or funds, payment of obligations, dissolution, and winding up of affairs of TOPS.

VIII. FINANCING

The cooperative undertaking in this Agreement shall be financed by requiring vendors/contractors to pay a commission based upon the total value of services and materials provided by such participating vendor/contractor. **No costs shall be incurred by Cooperative Members.**

IX. ACCEPTANCE

APS and the Members who have approved this Agreement enter into this Agreement for cooperative purchasing of construction-related materials and services, and other cooperative contract offerings from any or all awarded contracts in which it chooses to actively participate.

Member Contact Information:

Address: _____
City: _____
State: _____ Zip: _____
Phone: _____ Fax: _____

Primary Contact Name: _____
Primary Contact Title: _____
Primary Contact Email: _____
Primary Contact Phone: _____

Approved by APS Board of Education:

_____ _____
David Lassiter, Director of TOPS **Date**

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 23, 2026

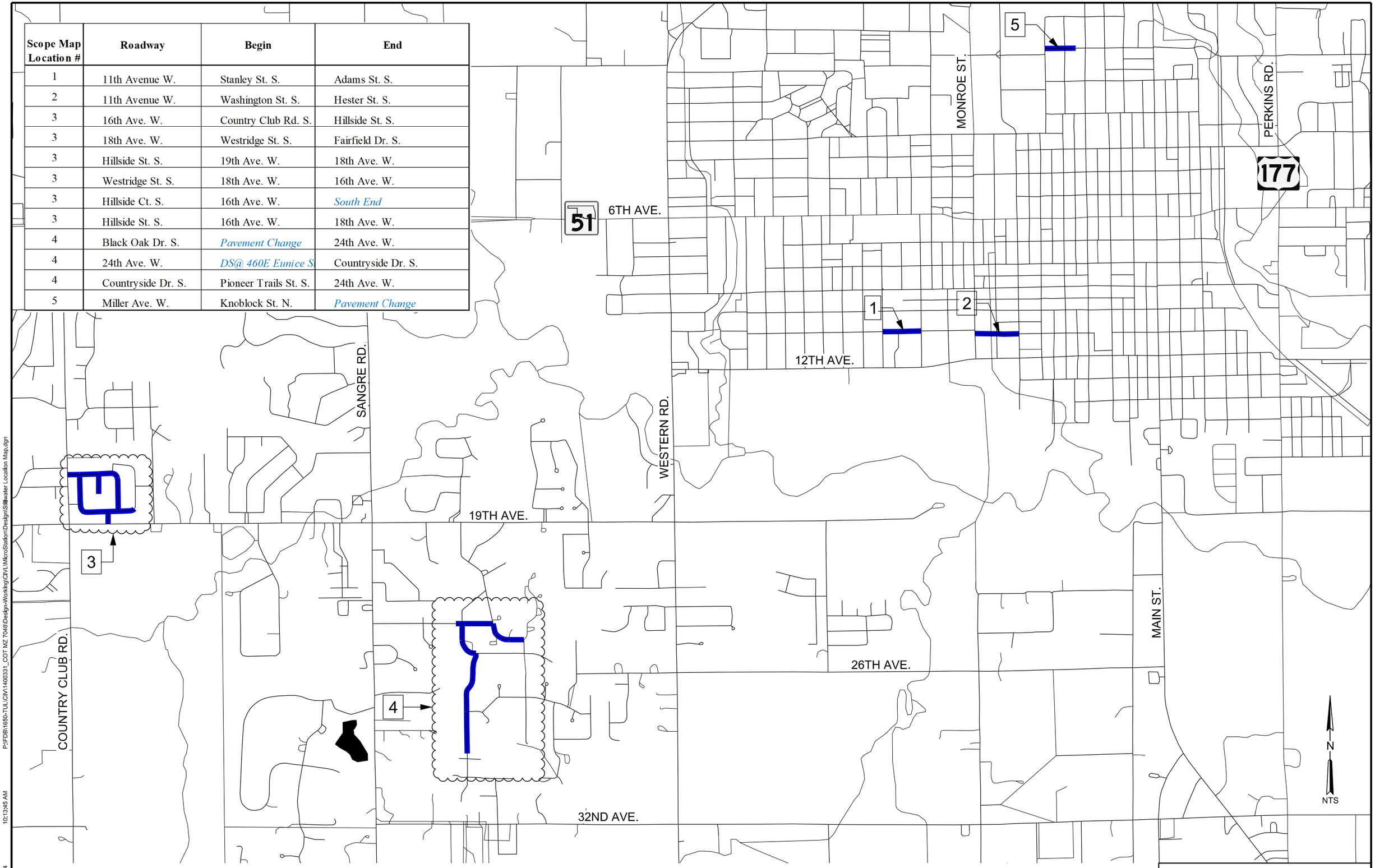
Agenda Item:	4.k. CC-26-33
Previous/Related Action:	• CC-24-34, April 1, 2024: FY25 Pavement Management Program (FY 25 PMP) • CC-24-129: Benham Design, LLC Task Order No. 1 (TO1) for design and preparation of bid documents
Background/Issue:	• The FY 25 PMP identified which local streets were to be reconstructed or rehabilitated in Task Order 1. • Task Order 1 streets include some mill and overlay rehab and some full reconstruction. • Task Orders 2 and 3 are in design.
Proposal/Solution:	The Project was advertised for bids on January 10, 2026. No bid alternates were included. The Engineer's estimate is $1,900,000.00. Bids were opened on February 11, 2026. The bids received are as follows: Company Bid Amount Ellsworth Construction OKC, LLC $1,970,768.56 T.J. Campbell Construction Co. $1,989,592.40 Atlas Paving Company $1,994,316.50 Rudy Construction Co. $2,170,057.00 Haskell Lemon Group, LLC $2,295,253.60 • Benham has reviewed the bids submitted and recommends the project be awarded to Ellsworth Construction OKC, LLC at a construction bid price of $1,970,768.56. • Task Order No. 1 includes $42,725.00 for Benham to provide construction administration services during the construction phase of the project. • During its January 22, 2026, meeting, the Transportation Project Advisory Committee (TPAC) voted to support the staff recommendation in favor of advancing the project.

Financial Source/Impact:	This item will be funded by the Transportation Sales Tax Fund, which contains sufficient funds.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: • Award a unit price contract to Ellsworth Construction OKC, LLC for $1,970,768.56; • Authorize the City Manager to execute the Construction Agreement; • Authorize total expenditures of $2,242,845.42 which includes the construction contract, materials testing, and contingency; and • Approve associated Budget Amendments.
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Attachment 1 Location Map
2. BA TO1 2-18-2026

Scope Map Location #	Roadway	Begin	End
1	11th Avenue W.	Stanley St. S.	Adams St. S.
2	11th Avenue W.	Washington St. S.	Hester St. S.
3	16th Ave. W.	Country Club Rd. S.	Hillside St. S.
3	18th Ave. W.	Westridge St. S.	Fairfield Dr. S.
3	Hillside St. S.	19th Ave. W.	18th Ave. W.
3	Westridge St. S.	18th Ave. W.	16th Ave. W.
3	Hillside Ct. S.	16th Ave. W.	*South End*
3	Hillside St. S.	16th Ave. W.	18th Ave. W.
4	Black Oak Dr. S.	*Pavement Change*	24th Ave. W.
4	24th Ave. W.	*DS@ 460E Eunice St*	Countryside Dr. S.
4	Countryside Dr. S.	Pioneer Trails St. S.	24th Ave. W.
5	Miller Ave. W.	Knoblock St. N.	*Pavement Change*



TASK ORDER 1: LOCATION MAP

P:\FDB\1650-TUL\CIV\1400331_COT MZ 7048\Design-Working\CIVL\MicroStation\Design\Stillwater Location Map.dgn
10:13:45 AM
10/30/2024

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/17/2026

Department: Transportation **Requested by:** Bill Millis

Explanation:

Expenditure:
Increase budget appropriations for the award of the 25TR09/25TR10 Stillwater FY25 Pavement Management Program Task Order 1 (Formerly 25TR01). Funding is from the Transportation Sales Tax Fund. Lines 3 and 4 include professional services for materials testing.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	FY25 PMP T01 MAINT.	2604035 - 54009	25TR09260	$ 0	$ 1,399,127	$ 1,399,127
	FY25 PMP T01 CAPITAL	2604035 - 54009	25TR10260	$ 0	$ 768,718	$ 768,718
	FY25 PMP T01 MAINT.	2604035 - 54020	25TR09260	$ 433,881	$ 48,405	$ 482,286
	FY25 PMP T01 CAPITAL	2604035 - 54020	25TR10260	$ 1,100,780	$ 26,595	$ 1,127,375
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 2,242,845

Reviewed by Department Manager: _____ **Date:** 2026 feb 18

Reviewed by Finance: _____ **Date:** 2/17/2026

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

Set ID: _____ **Date Sent to SA&I:** _____

--Print on Yellow Paper--

KS F:\Finance\HUB Forms\Budget Amendment Form Last Updated: 04/05/2019

RESOLUTION NO. CC-2026-3

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FFY2027 HIGHWAY SAFETY GRANT FUNDS FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE TO BE USED BY THE STILLWATER POLICE DEPARTMENT FOR IMPAIRED DRIVING ENFORCEMENT AND AUTHORIZING THE MAYOR OR VICE-MAYOR TO EXECUTE ANY RELATED GRANT DOCUMENTS

WHEREAS, the Oklahoma Highway Safety Office ("OHSO") receives annual funds from the National Traffic Safety Administration ("NHTSA") to promote traffic safety initiatives within the State of Oklahoma; and

WHEREAS, OHSO solicits grant applications for highway safety projects that support its mission to combat the frequency and severity of traffic fatalities and crashes through educational, enforcement and engineering programs; and

WHEREAS, the OHSO's data-driven grant programs align with NHTSA's National Priority Safety Programs, which include: occupant protection and child passenger safety; impaired driving; motorcyclist, pedestrian and bicyclist safety; and driver education; and

WHEREAS, the estimated cost for equipment and personnel overtime expenses for impaired driving enforcement is $37,218; and

WHEREAS, there is no cost share required for the FFY2027 Highway Safety Grant;

WHEREAS, application for grant funds for use by the Stillwater Police Department for impaired driving enforcement is in the best interest of the City of Stillwater.

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

Section 1: The Stillwater City Council hereby approves submission of a FFY2027 Highway Safety Grant Application in the amount of $37,218 to be used by the Stillwater Police Department for impaired driving enforcement.

Section 2: The Mayor or Vice-Mayor is hereby authorized to execute any related grant documents.

PASSED AND ADOPTED THIS 23RD DAY OF FEBRUARY 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 23RD DAY OF FEBRUARY 2026.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

RESOLUTION NO. CC-2026-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER APPROVING THE BOOKEND HOTEL REDEVELOPMENT AGREEMENT BY AND AMONG THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY, THE CITY OF STILLWATER, AND REPUBLIC PROPERTIES, LLC.

WHEREAS, on June 18, 2018, the City Council of the City of Stillwater ("City Council") adopted Ordinance No. 3407 approving the Stillwater (Re)Investment Plan (Stillwater Downtown/Campus Link Project Plan), establishing a project area and creating Increment District No. 3, a sales and ad valorem increment district ("Increment District No. 3"), pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, et seq., as amended, which Project Plan has been subsequently amended, including by Ordinance No. 3424 adopted November 5, 2018, Ordinance No. 3440 adopted October 7, 2019, Ordinance No. 3494 adopted May 16, 2022, and Ordinance No. 3521 adopted on March 27, 2023 (collectively, the "Project Plan"); and

WHEREAS, the Project Plan supports the City's efforts to achieve its development objectives for Downtown Stillwater and envisions, among other things, the repurposing and activation of vacant and underutilized property in downtown Stillwater; and

WHEREAS, Republic Properties, LLC ("Redeveloper") proposes to renovate the existing historic library building, located at 206 W. 6th Ave., Stillwater, Oklahoma 74074, ("Property") into a fifteen (15) room boutique hotel incorporating a public-facing bar and event space, and curated retail component, and which will include full replacement of mechanical, electrical, and plumbing systems; installation of fire suppression systems; comprehensive ADA accessibility upgrades; and restoration of historical architectural features (collectively, the "Redevelopment"), with a minimum investment of no less than Five Million Dollars and No/100 ($5,000,000.00)("Minimum Investment"); and

WHEREAS, the Implementation Policy Committee ("Committee") has reviewed the application of the Redeveloper for significant impact development assistance ("Application"), as described in the Implementation Policy Guide for Assistance in Development Financing adopted by the City Council and has determined that the proposed Redevelopment is consistent with the objectives of the Project Plan; and

WHEREAS, the Committee has recommended approval of the Redeveloper's Application, including the Redeveloper's request for assistance in development financing, payable solely from tax increments generated by the Redevelopment; and

WHEREAS, Special Counsel for Economic Development and City staff have prepared a redevelopment agreement ("Redevelopment Agreement"), pursuant to which the Redeveloper will, among other things, be obligated to complete the Redevelopment on or before December 31, 2026, and provide satisfactory evidence of the Minimum Investment, and the Authority will provide development financing assistance to support the Redevelopment in an amount not to exceed One Million Dollars and No/100 ($1,000,000.00), in arrears, payable solely from ad valorem and sales tax increments generated by the Redevelopment ("Public Assistance"), in

accordance with the terms and conditions of the Redevelopment Agreement and as authorized by the Project Plan; and

WHEREAS, provided the Redevelopment generates sufficient tax increments to fund the Public Assistance and the Redeveloper is eligible to receive the Public Assistance, the Authority will make annual payments equal to (a) 100% of the City's undedicated portion of the City's sales taxes (currently 2% of taxable sales) generated by the Redevelopment for the previous years and collected by the City, and (b) 90% of the incremental increase in ad valorem taxes attributable to business personal property and real property generated by the Redevelopment above the base assessed value of $81,604, as assessed and paid by the Redeveloper; and

WHEREAS, the annual payments, if any, shall continue until the earlier of: (a) the date on which the cumulative amount of Public Assistance actually disbursed equals One Million Dollars and No/100 ($1,000,000.00); or (b) the expiration of Increment District No. 3; and

WHEREAS, the City Council of the City of Stillwater deems it appropriate to approve the Redevelopment Agreement and finds that such approval is in the best interest of the City, and the health, safety, and welfare of the City and its residents.

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

1. The Redevelopment Agreement by and among the Stillwater Economic Development Authority, the City of Stillwater, and Republic Properties, LLC, an Oklahoma limited liability company, is hereby approved.

2. The Mayor and officers of the City, with the advice of Special Counsel for Economic Development, are authorized and directed to negotiate, finalize, and execute the Redevelopment Agreement, to make corrections and adjustments thereto as may be appropriate, and to prepare, finalize, approve, and execute such additional documents that are necessary and appropriate to implement and carry out the terms of the Redevelopment Agreement.

PASSED AND APPROVED this _____day of _____, 2026.

_____
William H. Joyce, Mayor

ATTEST:

_____
Teresa Kadavy, City Clerk

(SEAL)

APPROVED as to form and legality.

_____

Special Counsel for Economic Development

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY,

THE CITY OF STILLWATER,

AND

REPUBLIC PROPERTIES, LLC

REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE STILLWATER DEVELOPMENT ECONOMIC AUTHORITY, THE CITY OF STILLWATER, AND REPUBLIC PROPERITES, LLC

THIS REDEVELOPMENT AGREEMENT ("Agreement") is made as of this _____ day of _____, 2026 ("Effective Date") by and between the STILLWATER ECONOMIC DEVELOPMENT AUTHORITY, a public trust having as its beneficiary the City of Stillwater ("Authority"), the CITY OF STILLWATER, a municipal corporation ("City"), and REPUBLIC PROPERTIES, LLC, an Oklahoma limited liability company (referred to herein as the "Redeveloper").

WITNESSETH:

WHEREAS, on June 18, 2018, the City Council of the City of Stillwater adopted Ordinance No. 3407 approving the Stillwater (Re)Investment Plan (Stillwater Downtown/Campus Link Project Plan), establishing a project area and creating Increment District No. 3, a sales and ad valorem increment district, pursuant to the Oklahoma Local Development Act, 62 O.S. § 850, et seq., as amended, which Project Plan has been subsequently amended, including by Ordinance No. 3424 adopted November 5, 2018, Ordinance No. 3440 adopted October 7, 2019, Ordinance No. 3494 adopted May 16, 2022, and Ordinance No. 3521 adopted on March 27, 2023 (collectively, the "Project Plan"); and

WHEREAS, the Project Plan identifies redevelopment of Downtown Stillwater as a priority and contemplates the repurposing and activation of vacant or underutilized property, the encouragement of mixed-use development, and the expansion of the City's tax base; and

WHEREAS, the Redeveloper proposes to renovate the existing historic library building, located at 206 W. 6th Ave., Stillwater, Oklahoma 74074, into a fifteen (15) room boutique hotel incorporating a public-facing bar and event space, as more particularly described in this Agreement; and

WHEREAS, the Implementation Policy Committee ("Committee") previously established by the City has reviewed the Redeveloper's application for significant impact development assistance ("Application") in accordance with the Implementation Policy Guide adopted by the City Council and has determined that the proposed redevelopment is consistent with the objectives of the Project Plan; and

WHEREAS, the Committee has recommended approval of the Redeveloper's Application, including Redeveloper's request for assistance in development financing for the proposed redevelopment in an amount not to exceed One Million Dollars ($1,000,000.00), payable solely from tax increments generated by the redevelopment and in accordance with the Project Plan and this Agreement; and

WHEREAS, the City finds that approval of this Agreement is in the best interests of the City, and the health, safety, and welfare of the City and its residents; and

WHEREAS, the parties desire to enter into this Agreement setting forth the terms and conditions under which the Redevelopment will be undertaken and assistance in development financing may be provided.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the Authority and the Redeveloper hereby agree as follows:

ARTICLE I
SUBJECT OF AGREEMENT

SECTION 1.01 Scope of Agreement.

A. Redeveloper proposes the use of public financing as a part of the overall development financing of the proposed Redevelopment. In exchange for the public assistance requested in support of the Redevelopment (as hereafter defined), Redeveloper agrees to perform certain obligations and satisfy certain requirements to ensure a definite and measurable public benefit, including providing satisfactory evidence of the Redeveloper's Minimum Investment (defined below), commencing and completing the Redevelopment within specified time frames, and continuously and fully operating the Redevelopment for a specified minimum period. The Redeveloper's performance of these obligations will support the objectives of the Project Plan and the City's desire to attract investment, expand employment, and enhance the City's tax base.

B. Redeveloper hereby agrees, subject to the terms and conditions hereinafter provided, to cause the design, construction, and completion, in the time period hereinafter described, of the Redevelopment on the Property substantially in accordance with plans to be approved consistent with this Agreement; and

C. The Authority hereby agrees, subject to the terms and conditions hereinafter provided, to provide assistance in development financing to the Redeveloper in support of the Redevelopment in the manner provided in this Agreement.

SECTION 1.02 Scope of Redevelopment. The Redeveloper shall incur and expend development costs of no less than Five Million Dollars and No/100 ($5,000,000.00) ("Minimum Investment") in the Redevelopment consisting of the following:

> Renovation and redevelopment of the existing approximately 15,000 square foot historic library building ("Building") on real property located at 206 W. 6th Ave., Stillwater, Oklahoma 74074 ("Property"), into a fifteen (15) room boutique hotel incorporating a public-facing bar, event space, and curated retail component, and which includes full replacement of mechanical, electrical, and plumbing systems; installation of fire suppression systems; comprehensive ADA accessibility upgrades; and restoration of historic architectural features,

all of which shall be reflected in the Redevelopment Plans and Specifications (defined in Article V) approved by the Authority and the City, and which shall constitute the "Redevelopment." The Redevelopment will result in the restoration of another historic building in downtown Stillwater

and will provide a vibrant, upscale boutique hotel to complement the other restaurants and merchants in the district.

SECTION 1.03 Relationship of the Parties. This Agreement specifically does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of any other party.

ARTICLE II
AUTHORITY OBLIGATIONS

SECTION 2.01 Project Plan. The Project Plan authorizes project costs, including the provision of assistance in development financing to support the Redevelopment. To facilitate redevelopment of the Property as contemplated by this Agreement, and thereby achieve the public objectives of the Project Plan and this Agreement, it is recognized that assistance in development financing is required.

SECTION 2.02 Assistance in Development Financing. As authorized by the Project Plan and subject to satisfaction of the conditions precedent herein, and the terms, conditions, and limitations contained herein, the Authority agrees to provide assistance in development financing to the Redeveloper in a total amount not to exceed One Million Dollars and No/100 ($1,000,000.00) in support of the Redevelopment, as more particularly described in Article IV below.

SECTION 2.03 Certificate of Completion. Within 30 days after the Redeveloper has completed the construction of the Redevelopment, as evidenced by the final certificate of occupancy issued by the City, the Authority shall furnish to the Redeveloper a Certificate of Completion in substantially the form attached hereto as Exhibit B. The Certificate of Completion shall confirm that, as of its date of issuance, the Redevelopment has been completed in accordance with this Agreement and that the conditions to eligibility for disbursement of Public Assistance (defined in Section 4.01) following completion, including satisfaction of the Minimum Investment and absence of any uncured Event of Default related to completion of the Redevelopment, have been satisfied.

ARTICLE III
INITIAL CONDITIONS PRECEDENT TO DISBURSEMENT

As conditions precedent to the Authority's obligations to provide assistance in development financing in support of the Redevelopment, Redeveloper shall satisfy the following requirements (in addition to other covenants and obligations set forth in this Agreement):

SECTION 3.01 Control of Property. Redeveloper shall provide the Authority with evidence of its fee simple title to the Property described on Exhibit A attached hereto.

SECTION 3.02 Redevelopment Plans. Redeveloper shall provide the Authority for its approval the Redevelopment Plans and Specifications for the Redevelopment, as provided in Article V of this Agreement.

SECTION 3.03 Evidence of Financing. Redeveloper shall provide the Authority with evidence of financing capacity and binding commitments necessary to finance the total cost of the Redevelopment.

SECTION 3.04 Insurance. Redeveloper shall provide the Authority for its approval evidence of insurance coverage required under this Agreement.

SECTION 3.05 Construction Contracts. Redeveloper shall provide the Authority copies of all executed construction and trade contracts for the improvements comprising the Redevelopment, together with a construction budget. Redeveloper shall provide additional executed contracts as they are entered into from time to time. The construction contracts and budget shall evidence that the total development costs of the Redevelopment are no less than the Minimum Investment.

ARTICLE IV
ASSISTANCE IN DEVELOPMENT FINANCING

SECTION 4.01 Assistance in Development Financing. Subject to the terms and conditions of this Agreement, and provided the Redeveloper is not in default of its obligations hereunder, the Authority agrees to provide assistance in development financing in support of the Redevelopment in an amount not to exceed One Million Dollars and No/100 ($1,000,000.00) ("Public Assistance"), provided the Redevelopment generates sufficient tax increments to fund the Public Assistance. Provided the Redeveloper is eligible to receive the Public Assistance, the Authority will make payments to Redeveloper annually in an amount equal to (a) one hundred percent (100%) of the City's undedicated portion of the City's sales taxes (currently two percent (2%) of taxable sales) generated by the Redevelopment for the previous year and collected by the City, and (b) ninety percent (90%) of the incremental increase in ad valorem taxes attributable to business personal property and real property generated by the Redevelopment above the established base assessed value of the Property, which is $81,604, as assessed and paid by Redeveloper. Such annual payments, if any, shall continue until the earlier of: (a) the expiration of Increment District No. 3, or (b) the date on which the cumulative amount of Public Assistance actually disbursed equals One Million Dollars and No/100 ($1,000,000.00).

SECTION 4.03 Sole Source; No Guarantee. All Public Assistance shall be payable solely from tax increment revenues actually generated by the Redevelopment, collected by the Authority, and apportioned in accordance with the Project Plan and applicable ordinances. The Authority makes no representation, promise, or guarantee that the Public Assistance will be fully disbursed, and Redeveloper acknowledges that annual payments, if any, depend entirely on actual tax increment revenues generated by the Redevelopment.

SECTION 4.04 Conditions; Termination. Notwithstanding anything to the contrary, Redeveloper shall not be entitled to any Public Assistance if the Redevelopment is not completed or if Redeveloper is in default under the Redevelopment Agreement. Without limitation, if the Five Million Dollar and No/100 ($5,000,000.00) Minimum Investment is not achieved, if the Redevelopment ceases operations as approved hereunder, or if the Redevelopment fails to satisfy

the requirements of Significant Impact Development under the City's Implementation Policy Guide, eligibility for further assistance shall automatically terminate, and no additional disbursements shall be made.

SECTION 4.05 Limitations on Assistance in Development Financing Obligations. Notwithstanding anything to the contrary contained herein, in no event shall the total amount of Public Assistance provided to the Redeveloper under this Agreement exceed One Million Dollars and No/100 ($1,000,000.00).

SECTION 4.06 Payment Direction; Restricted Account. Notwithstanding anything herein to the contrary, Redeveloper may direct that any Public Assistance payable to Redeveloper under this Agreement be disbursed to a deposit account in the name of Redeveloper at a financial institution designated by Redeveloper and reasonably acceptable to the Authority (the "Restricted Account"), which account may be subject to the control of Redeveloper's construction or permanent lender and restrictions on access and use pursuant to applicable financing documents.

Upon written notice from Redeveloper specifying the Restricted Account and providing wiring or payment instructions, the Authority shall remit all Public Assistance payments to such Restricted Account, and the Authority and the City shall be entitled to rely conclusively on such payment direction unless and until modified by subsequent written notice executed by Redeveloper.

Any payment made by the Authority in accordance with the payment instructions provided by Redeveloper shall constitute full satisfaction of the Authority's and the City's obligations with respect to the corresponding Public Assistance payment, and neither the Authority nor the City shall have any responsibility or liability with respect to the allocation, control, or application of funds after deposit into the Restricted Account.

Redeveloper may modify payment instructions from time to time by written notice to the Authority; provided, that if the Authority has received written notice from Redeveloper's lender requiring lender consent to any change in payment direction, the Authority may require reasonable evidence of such consent before implementing the change.

ARTICLE V
REDEVELOPER'S OBLIGATIONS

SECTION 5.01 Building Requirements. The Redevelopment shall comply with the requirements established by the zoning and building codes applicable to the Property by the City's Land Development Code ("Code") and the City of Stillwater's Standards for public infrastructure improvements ("Standards") and related laws governing municipal planning and zoning. The Redeveloper shall be responsible for the construction, renovation, improvement, equipping, repair and installation of all public and private improvements associated with the Redevelopment as described in, and in conformance with schematic drawings, design development documents, and construction documents approved by the Authority and the City of Stillwater ("Plans and Specifications"). For purposes of the Authority's review, "Schematic Design Studies" shall consist of drawings and other documents illustrating the scale, layout, and general configuration of the Redevelopment; "Design Development Documents" shall consist of final design

development drawings and documents describing the size and character of the Redevelopment as to structural, mechanical, electrical systems and exterior building materials, and exterior architectural character; "Construction Documents" shall consist of the Design Development Documents and the executed construction and trade contracts between Redeveloper and its contractors, subcontractors, and trades for the improvements comprising the Redevelopment and the specifications referenced in the contracts, together with all amendments and change orders thereto. The Authority's review is intended solely to confirm general consistency of the Redevelopment with the approved Redevelopment concept and exterior character and shall not be deemed review or approval of interior design, furnishings, structural integrity, code compliance, or construction means and methods.

SECTION 5.02 Plans and Specifications. Following the execution of this Agreement, the Redeveloper shall submit Plans and Specifications for the Redevelopment to the Authority for review and approval to the extent not previously submitted. Thereafter, Redeveloper shall not make any material or substantial change to the approved Plans and Specifications without prior written approval of the Authority and the City, which approval will not be unreasonably withheld, conditioned or delayed. The Authority's review and approval of any proposed changes the approved Plans and Specifications shall be limited to confirming continued consistency with the approved redevelopment concept.

SECTION 5.03 City and Other Governmental Permits. All improvements and construction activities shall be performed pursuant to permits and approvals issued by the City and any other governmental agency having jurisdiction as to such construction, development or work. To the extent permits or approvals have previously been issued, Redeveloper shall maintain such permits in good standing and obtain any additional required permits or approvals necessary for completion and occupancy of the Redevelopment.

SECTION 5.04 Construction of Redevelopment. The Redeveloper agrees that all construction, renovation, improvement, equipping, repair and installation work comprising the Redevelopment shall be done substantially in accordance with the Plans and Specifications as approved by the Authority and the permits issued by City, or as amended with the approval of the Authority and the City. Redeveloper shall cause the Redevelopment to be constructed on the Property, at no expense to the City or the Authority. The Redeveloper shall secure or cause its contractors to secure all governmental approvals in connection with (a) the preparation of the Property for construction; (b) the construction, completion, and occupancy of the Redevelopment; and (c) the development and operation of the Redevelopment, including, without limitation, zoning, building code, and environmental laws.

SECTION 5.05 Construction Schedule. Not later than **March 30, 2026** (the "Commencement Date") the Redeveloper shall commence construction of the Redevelopment, pursuant to a valid permit, and shall thereafter diligently prosecute the Redevelopment to completion in order to complete it and receive the final, unrestricted certificate of completion on or before **December 31, 2026** ("Completion Date"). The Commencement Date and Completion Date may be extended due to an event of Force Majeure (defined in Section 7.04(B)) and as may be approved by the Authority and the City.

SECTION 5.06 Rights of Access. For the purpose of ensuring compliance with this Agreement, representatives of the Authority shall have the right of access to the Property, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Redevelopment, so long as they comply with applicable safety rules and do not unreasonably interfere with the activities of the Redeveloper. Except in the case of an emergency, prior to any such access, such representatives of the Authority will check in with the on-site manager. All such representatives of the Authority shall carry proper identification, shall ensure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The Authority agrees to cooperate with the Redeveloper in facilitating access by the Redeveloper to the Property for construction purposes, provided that the Authority shall incur no financial obligations therefor.

SECTION 5.07 Indemnification. The Redeveloper shall defend, indemnify, assume all responsibility for, and hold the Authority and the City and their respective elected and appointed officers and employees and agents, harmless from, all costs (including attorney's fees and costs), claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the Authority or the City, their officers, employees and agents) for injury or damage to property and injuries to persons, including death, to the extent determined to be caused directly or indirectly by any of the Redeveloper's activities under this Agreement, whether such activities or performance thereof be by the Redeveloper or anyone directly or indirectly contracted with or employed by the Redeveloper and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, *et seq.* of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Redeveloper owns or has control of real property pursuant to any of Redeveloper's activities under this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify Authority from liability.

SECTION 5.08 Insurance.

A. In addition to the indemnification of the Authority and the City required in Section 5.07 hereof, the Redeveloper shall take out and maintain, or cause the general contractor(s) for the Redevelopment to take out and maintain, during the period set forth in subsection (D) of this Section, a commercial general liability (CGL) policy in the amount of at least $1,000,000.00 for any person, $2,000,000.00 for any occurrence, and $1,000,000.00 property damage, umbrella/excess liability policy in excess of the CGL policy with limits of $2,000,000.00, All Risk Property insurance, rental loss or business interruption insurance, and all other coverages as may be required by the Authority.

B. The Redeveloper shall furnish or cause to be furnished a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the

insurance coverage. This certificate of insurance shall name the Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the Authority by certified mail of any modification, cancellation or termination of the coverage at least 30 days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Redeveloper shall be primary insurance and not contributing with any insurance maintained by the Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Agreement.

C. The Redeveloper shall also furnish or cause to be furnished to the Authority evidence satisfactory to the Authority that any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until the Authority issues the Certificate of Completion for the Redevelopment.

SECTION 5.09 Local, State and Federal Laws. The Redeveloper shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 5.10 Antidiscrimination During Construction. The Redeveloper, for itself, its successors and assigns, and any contractor with whom Redeveloper has contracted for the performance of work on the Property, agrees that in the construction of the Redevelopment, the Redeveloper shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 5.11 Other Requirements Applicable to Construction. Redeveloper shall use commercially reasonable efforts to cause construction materials, supplies, equipment, and other tangible personal property incorporated into the Redevelopment to be purchased for delivery to the Property or otherwise sourced in a manner that results in applicable Oklahoma and Stillwater sales or use taxes being collected within the City of Stillwater. Redeveloper shall maintain customary books and records relating to construction purchases and, upon reasonable request, provide representative documentation sufficient to evidence compliance with this Section. Nothing herein shall require Redeveloper to obtain or provide documentation not maintained in the ordinary course of business.

SECTION 5.12 Taxes, Assessments, Encumbrances and Liens. The Redeveloper shall pay, or cause to be paid, when due, all sales taxes, real estate taxes and assessments on the Property which the Redeveloper is responsible to pay. Nothing herein contained shall be deemed to prohibit Redeveloper from contesting the validity or amounts of any tax assessment, encumbrance or lien, or to limit the remedies available to Redeveloper in respect thereto. Redeveloper agrees to provide copies of its personal property ad valorem tax statements and evidence of the amount of personal property ad valorem taxes paid by Redeveloper and/or any tenants for their respective personal property located within the Redevelopment.

SECTION 5.13 Operating Covenant. Redeveloper shall cause the Redevelopment to be continuously and fully operated for its approved use as a boutique hotel and event space for a period of five (5) years following issuance of the final certificate of occupancy for the Redevelopment ("Minimum Operating Period"). Temporary closures due to casualty, Force Majeure, renovation, or other commercially reasonably circumstances shall not constitute a violation of this covenant, provided Redeveloper provides prompt notice to the Authority and the City and diligently pursues restoration and re-opening. Failure to operate during the Minimum Operating Period, other than due to permitted temporary closures, shall result in termination of eligibility for further Public Assistance; provided, however, that such failure shall not require repayment of Public Assistance previously disbursed except as expressly provided in Section 7.02.

SECTION 5.14 Prohibitions and Restrictions During Minimum Operating Period. The qualifications of the Redeveloper are of particular importance to the Authority and the City. It is because of the qualifications and identity of the Redeveloper that the Authority and City the entered into this Agreement with the Redeveloper. Therefore, the Redeveloper agrees that during the Minimum Operating Period, Redeveloper shall not, without prior written approval of the Authority and the City, which approval will not be unreasonably withheld or delayed:

(a) Make any total or partial sale, transfer, conveyance, or assignment of the Property; provided, however, the foregoing restrictions shall not apply to (i) leases entered into in the ordinary course of operation of the Redevelopment consistent with the approved use, or (ii) any mortgage lien or security interest granted by the Redeveloper to secure construction or permanent financing for the Redevelopment.

(b) Sell or transfer a controlling interest in the Redeveloper's existing ownership structure to any individual or entity who or which is not an existing member of the Redeveloper. Without limiting the generality of the foregoing, except as otherwise expressly approved by the Authority and the City in writing, the Redeveloper shall not terminate its existence, liquidate or dissolve, or sell all or substantially all of its assets during the Minimum Operating Period.

Any approved transfer during the Minimum Operating Period shall be conditioned upon the transferee's written assumption of the applicable obligations of the Redeveloper under this Agreement for so long as Public Assistance remains payable. Notwithstanding the foregoing, transfers to an entity under common ownership or control with the Redeveloper, or the granting of leasehold or management interests to a hotel operator consistent with the approved use, shall be permitted upon prior written notice to the Authority and the City and shall not be unreasonably disapproved, provided the Redevelopment continues to be operated for its approved use.

SECTION 5.15 Covenants for Non-Discrimination. The Redeveloper covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use occupancy, tenure or enjoyment of the Property, nor shall the Redeveloper itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees of the Property. The covenant established in this Section shall,

without regard to technical classification and designation, be binding for the benefit and in favor of the Authority and the City, their successors and assigns and any successor in interest to the Property or any part thereof. The covenants contained in this Section shall remain for so long as any amounts due under this Agreement remains unpaid or outstanding.

SECTION 5.16 Maintenance Covenants. The Redeveloper, and all successors and assigns in interest to the Redeveloper, shall be obligated to maintain the Redevelopment and all improvements and landscaping situated on the Property in a clean and neat condition and in a continuous state of good repair in accordance with the Code.

SECTION 5.17 Retailer Requirements. Redeveloper shall require all retailers that locate on the Property to provide it with reports of retail sales transactions, for purposes of consolidated reporting to the Authority. Redeveloper shall provide consolidated monthly, quarterly and annual reports of development and retail sales activities. Such reports must be in a form and format acceptable to the Authority.

SECTION 5.18 Further Assurances. After the execution of this Agreement, Redeveloper shall reasonably cooperate with the Authority and shall execute and deliver such instruments and documents as may be necessary in order to fully carry out the intent and purposes of the transactions contemplated by this Agreement.

SECTION 5.19 Survival of Obligations. All continuing obligations and covenants of the Redeveloper described in this Agreement shall survive the execution of this Agreement and shall continue until such time as the assistance in development financing (including principal, interest and costs) is paid in full.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

SECTION 6.01 Redeveloper Representations and Warranties. The Redeveloper represents and warrants the following:

A. The Redeveloper represents that it is a limited liability company duly organized and existing under the laws of the State of Oklahoma. The Redeveloper is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of organization, operating agreement, or any other agreement governing the Redeveloper, or any law of the State of Oklahoma affecting Redeveloper's ability to perform under this Agreement.

B. The Redeveloper's ability to accomplish the Redevelopment with financing assistance from the Authority has induced the Redeveloper to proceed with the Redevelopment, and the Redeveloper hereby covenants to complete the same and thereafter continuously and fully operate the Redevelopment for a period of no less than the Minimum Operating Period.

C. The Redeveloper represents that it has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Redeveloper in accordance with its terms, and the consent of no other party is required for the

execution and delivery of this Agreement by such Redeveloper or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.

D. The Redeveloper represents that the execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of organization, operating agreement or any other agreement governing the Redeveloper or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Redeveloper is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

E. To the knowledge of the undersigned representative of the Redeveloper, there is not currently pending any action, suit, proceeding or investigation, nor, is any such action threatened which, if adversely determined, would materially adversely affect the Redeveloper or the Redevelopment, or impair the ability of the Redeveloper to construct, operate and maintain the Redevelopment, or result in any substantial liability not adequately covered by insurance.

F. The Redeveloper warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City or the Authority any money or other consideration for obtaining this Agreement. The Redeveloper further represents that, to its best knowledge and belief, no officer, employee or agent of the City or the Authority who exercises or has exercised any functions or responsibilities with respect to the Redevelopment during his or her tenure, or who is in a position to participate in a decision making process with regard to the Redevelopment, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Redevelopment, or in any activity, or benefit therefrom, during or after the term of this Agreement.

G. All utility services necessary for the development and construction of the Redevelopment are, or by completion of the Redevelopment will be, available to the Property, including water, storm and sanitary sewer facilities, electric and gas utilities, and telephone services.

H. Financial statements of the Redeveloper heretofore delivered to the Authority and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Redeveloper on the respective dates thereof. There has been no material adverse change in the financial condition of the Redeveloper since the date of the latest statement furnished.

I. Neither this Agreement nor any statement or document referred to herein or delivered by the Redeveloper pursuant to this Agreement contains any statement which Redeveloper knows to be untrue or omits to state a material fact known to Redeveloper that is necessary to make the statements made herein or therein not misleading.

J. Redeveloper is not, and will not be, a person or entity with whom the Authority is restricted from doing business under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public

Law 107 56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, the "Anti-Terrorism Laws"), including, without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

K. No adverse or other parties are in possession of the Property or any portion thereof, and no party has any right to purchase, right of first offer, right of first refusal or other right or interest relating to the use, occupancy, possession or ownership of the Property, or any portion thereof.

L. To the knowledge of the undersigned representative of the Redeveloper, the Property is in compliance with all applicable local, state or federal law, municipal laws, statutes, ordinances, regulations and codes now existing or hereafter enacted or promulgated (including, but not limited to, those pertaining to zoning, planning, subdivision, occupancy, environmental, health, fire, historic preservation, historic tax credits, building, safety, and tax incentives) (collectively, the "Applicable Laws") of any of any governmental, quasi-governmental or municipal entity, agency, department, authority, board or commission (collectively, the "Governmental Authorities"). Applicable Laws may include, without limitation (a) the "Americans with Disabilities Act of 1990" P.L. Section 101-336, 42 U.S.C. § 1201 *et seq.*; (b) Environmental Laws (defined below); and (c) ordinances of the City of Stillwater. Redeveloper has received no notice of, nor has Redeveloper any knowledge of: (i) any violations (collectively, "Violations", and individually, a "Violation") of any Applicable Law whether officially noted or issued, or (ii) any condition relating to the Property which to Redeveloper's knowledge would constitute a Violation, and, to Redeveloper's knowledge, no such violations current exist and no conditions that would give rise to any such Violation currently exists Redeveloper shall provide the Authority with notice of any Violations of which Redeveloper obtains notice or knowledge. Redeveloper shall be responsible for the removal or correction of all Violations, if any, issued with respect to the Property.

M. No notice has been received by Redeveloper from any Governmental Authority with respect to any pending or contemplated change in any Applicable Law which may adversely affect the use, ownership, development, zoning, management or operation of the Property.

N. To the knowledge of the Redeveloper's or its undersigned representative, the Property is free of all contamination requiring remediation including, but not limited to (a) any "hazardous waste," "underground storage tanks," "petroleum," "regulated substance," or "used oil" as defined by applicable Environmental Laws; (b) any Hazardous Substance (as defined below); (c) any substance the presence of which on, in, or under the Property is prohibited by any federal, state, or local law, rule, regulation, or ordinance; and (d) any other substance which by federal, state, or local law, rule, regulation, or ordinance requires special handling in its collection, storage, treatment, or disposal. For purposes of this Agreement, "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*, as amended from time to time ("CERCLA"), the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended from time to time ("RCRA"), and the Clean Water Act, 33 U.S.C. § 7401 *et seq.*, as amended from time to time, the Clean Air Act, 42 U.S.C. § 7401 et

seq., as amended from time to time, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended from time to time, as well as any other federal, state, interstate and local environmental statutes, ordinances, rules, guidelines, regulations and orders relating to health, safety or the environment.

O. Redeveloper represents that it has not generated, used, transported, treated, stored, released, or disposed of, nor permitted any other person or entity to generate, use, transport, treat, store, release, or dispose of, any Hazardous Substances on, under, or from the Property in violation of any Applicable Law, and that no such activities in connection with the ownership, operation, maintenance, or occupancy of the Property have created or could reasonably be expected to create liability under any Applicable Law or require reporting to or notification of any governmental authority. Redeveloper further represents that no asbestos, polychlorinated biphenyls ("PCBs"), or underground storage tanks are contained in or located on the Property. To the knowledge of the undersigned representative of the Redeveloper, any Hazardous Substances, if any, handled in connection with the ownership, operation, development, maintenance, or occupancy of the Property have been handled in compliance with Applicable Law. For purposes of this Agreement, "Hazardous Substances" means toxic or hazardous materials, substances, wastes, or other environmentally regulated substances as defined under Environmental Laws, including, without limitation, those regulated under CERCLA, RCRA, and applicable OSHA requirements.

P. Redeveloper covenants and agrees that the Public Assistance to be provided in support of the Redevelopment hereunder shall be applied entirely to the costs of the Redevelopment and not for any other purpose.

All representations and warranties made by the Redeveloper herein shall survive the execution of this Agreement shall continue until such time as all Public Assistance is paid to the Redeveloper, subject to the terms of this Agreement. From and after the Effective Date, Redeveloper shall indemnify and hold the City and the Authority, and their respective officers, trustees, employees, representatives and agents harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys' fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses arising out of, or in any way relating to a Redeveloper's representation and warranty being untrue or inaccurate

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 Events of Default. The following shall constitute Events of Default hereunder:

A. A default by the Redeveloper in the performance or observance of any covenant or condition contained in this Agreement, any instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered to the Authority and the City in connection with this Agreement, including, without limitation, the material falsity or breach of any representation, warranty or covenant, Redeveloper's failure to submit the Redevelopment Plans and Specifications to the Authority and the City, Redeveloper's failure to commence or complete construction of the

Redevelopment on or before the approved dates set forth in Section 5.05, the Redeveloper's failure to obtain evidence of financing capacity satisfactory to the Authority, and the failure to make payment when due of any amount of sales taxes, personal property taxes, ad valorem taxes and assessments on the Property;

B. A material variance from the approved Plans and Specifications without prior written consent of the Authority and the City;

C. Any representation, statement, certificate, schedule or report made or furnished to the Authority and the City by the with respect to the matters and transactions covered by this Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Redeveloper fails to take or cause to be taken corrective measures satisfactory to the Authority within thirty (30) days after written notice by the Authority; or

D. The initiation of bankruptcy or receivership proceedings by or against the Redeveloper and the pendency of such proceedings for sixty (60) days.

SECTION 7.02 Remedies; Termination. The Authority will provide the Redeveloper with notice and thirty (30) days opportunity to cure any Event of Default described in Section 7.01; provided, that, if such Event of Default is not reasonably capable of being cured within such 30-day period and Redeveloper promptly begins undertaking actions to cure its default or breach and thereafter pursues such cure with reasonable diligence, then Redeveloper's time period to cure such default shall continue until such Event of Default is cured or Redeveloper is no longer pursuing such cure with reasonable diligence. In the event Redeveloper fails to promptly begin undertaking actions to cure its default or breach and thereafter pursue such cure with reasonable diligence, the Authority and the City may, at their option, reduce the amount of Public Assistance and exercise any and all available remedies at law, in equity or otherwise, including, without limitation, terminating this Agreement. In the event of termination by the City and the Authority, the parties shall have no further obligations to the other hereunder except that, solely in the event the applicable Event of Default involves (a) a material misrepresentation or fraud by Redeveloper, (c) a prohibited transfer during the Minimum Operating Period without required approval, (d) a change in the approved use of the Redevelopment without approval, or (e) Redeveloper's receipt of Public Assistance based on false certification of eligibility, the Authority may demand reimbursement of Public Assistance amounts actually disbursed to Redeveloper plus interest, and all other costs incurred by the Authority and the City in connection with the transactions contemplated under this Agreement.

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party, or any successor in interest, of any one or more of such remedies shall not precludethe exercise by it, at the same or different times, of any other such remedies for the same defaultor breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or

condition to its own obligations beyond those expressly waived inwriting and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

SECTION 7.03 Attorney's Fees. If either the Authority or the Redeveloper shall institute any action or proceeding against the other relating to any of the terms, covenants, conditions or provisions of this Agreement, or any other agreement contemplated hereunder, or if there occurs any default by either the Authority or the Redeveloper hereunder, the unsuccessful party in such action or proceeding shall reimburse the successful party for reasonable attorney's fees and other costs and expenses incurred therein by the successful party, including fees, costs and expenses incurred in any appellant proceeding. The parties hereto agree that a provision similar to the foregoing with respect to attorney's fees, costs and expenses shall be included in any other agreement contemplated hereunder and executed and delivered by the Authority and Redeveloper pursuant hereto, and further agree that in any action or proceeding their prayers for relief shall include a plea for the awarding of attorney's fees, costs, and expenses in a manner consistent with the provisions of this Section 7.03.

SECTION 7.04 Enforced Delay; Extension of Times of Performance.

A. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party, or any successor in interest, of any one or more of such rights and remedies shall not preclude the exercise by it, at the same or different times, of any other such rights and remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

B. In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: default of other party; war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics and pandemics, including COVID-19; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform (in each case, an event of "Force Majeure").

C. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Authority and the Redeveloper.

SECTION 7.05 Non-liability of Officials, Employees and Agents of the Authority or the City. No official, employee or agent of the Authority or the City shall be personally liable to the

Redeveloper, or any successor in interest, pursuant to the provisions of this Agreement, for any default or breach by the Authority.

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01 Authority's Obligations Limited. Nothing in this Agreement is intended to require or obligate nor shall anything herein be interpreted to require or obligate the Authority to provide, apply or make any payment or advance from any revenue or funds coming into its hands other than funding the Public Assistance in the manner provided in this Agreement.

SECTION 8.02 Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if (a) delivered personally, or (b) sent by registered or certified mail, postage prepaid, return receipt requested and addressed as set forth below or to such other address as the party concerned may substitute by written notice to the other. All notices shall be deemed received (i) if delivered personally, on the date of delivery, or (ii) if given by mail, within three days (excluding Saturdays, Sundays and holidays recognized by national banking associations) after being mailed:

To the Authority:	Stillwater Economic Development Authority 723 S. Lewis Street/P.O. Box 1449 Stillwater, Oklahoma 74076-1449 Attn: Chairman
To the City of Stillwater:	City of Stillwater 723 S. Lewis Street/P.O. Box 1449 Stillwater, Oklahoma 74076-1449 Attn: Municipal Counselor
To the Redeveloper:	Republic Properties, LLC 4827 W 11th Ct Stillwater, OK 74074 Attn: Layton Johns

SECTION 8.03 Amendment. This Agreement may not be amended or modified in any way, except by an instrument in writing executed by all parties hereto and approved in writing by the Redeveloper, the Authority, and the City.

SECTION 8.04 Non-Waiver; Cumulative Remedies. No failure on the part of the Authority and the City to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Authority of any right hereunder preclude any other or further right thereof. The remedies herein provided are cumulative and not alternative.

SECTION 8.05 Assignment. This Agreement shall not be assignable by the Redeveloper without the prior written consent of the Authority and the City. The rights and obligations of this Agreement shall inure to the benefit of and bind the parties' respective successors and/or assigns.

SECTION 8.06 Governing Law. This Agreement is being executed, delivered and is intended to be performed in Stillwater, Oklahoma and the substantive laws of the State of Oklahoma will govern the validity, construction, interpretation and enforcement of this Agreement. The parties' consent to the venue and jurisdiction of any federal or state trial or appellate courts of the State of Oklahoma in any action brought to enforce the terms of this Agreement. The parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such courts and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in any such courts; and (b) any claim that any action or proceeding brought in any such courts has been brought in an inconvenient forum.

SECTION 8.07 Descriptive Headings. The descriptive headings of the articles and sections of this Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 8.08 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the financing of the Redevelopment other than those set forth herein.

SECTION 8.09 Severability. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each other provision of this Agreement shall be valid and enforceable to thefullest extent permitted by law.

SECTION 8.10 Time of Essence. Time is of the essence in the performance of this Agreement.

SECTION 8.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 8.12 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

SECTION 8.13 Construction of this Agreement. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed as of the Effective Date.

AUTHORITY: **STILLWATER ECONOMIC DEVELOPMENT AUTHORITY,** a public trust

By: _____
William H. Joyce, Chairman

ATTEST:

By: _____
Secretary

(SEAL)

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF PAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by William H. Joyce, Chairman of the Stillwater Economic Development Authority, a public trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written.

_____
Notary Public

My Commission No.: _____
My Commission Expires: _____

(Notary Stamp or Seal)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed as of the Effective Date.

CITY: **CITY OF STILLWATER,**
a municipal corporation

_____
William H. Joyce, Mayor

ATTEST:

_____
City Clerk

(SEAL)

APPROVED as to form and legality this _____day of _____, 2026.

_____
Special Counsel for Economic Development

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF PAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by William H. Joyce, Mayor of the City of Stillwater, a municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written.

_____
Notary Public

My Commission No.: _____
My Commission Expires: _____

(Notary Stamp or Seal)

IN WITNESS WHEREOF, the Redeveloper has caused this Agreement to be duly executed as of the Effective Date.

REDEVELOPER: **REPUBLIC PROPERTIES, LLC,**
an Oklahoma limited liability company

By: _____
Layton Johns, Manager

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF PAYNE)

The foregoing instrument was acknowledged before me this 19 day of February, 2026, by, Layton Johns, the Manager of REPUBLIC PROPERTIES, LLC, an Oklahoma limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written.

_____
Notary Public

My Commission No.: 25013759
My Commission Expires: 12-02-2029

(Notary Stamp or Seal)

AUTUMN FLOWERS
Notary Public, State of Oklahoma
Commission # 25013759
My Commission Expires 12-02-2029

EXHIBIT A

Legal Description of the Property

Orig Town Stillwater Blk 13 Lots 8-12 & College Add Blk 28 Lots 8-10, with a physical address of 206 W. 6th Ave., Stillwater, Oklahoma 74074.

EXHIBIT B

FORM OF
CERTIFICATE OF COMPLETION

WHEREAS, the STILLWATER ECONOMIC DEVELOPMENT AUTHORITY, a public trust having as its beneficiary the City of Stillwater ("Authority"), the CITY OF STILLWATER, a municipal corporation ("City"), and REPUBLIC PROPERTIES, LLC, an Oklahoma limited liability company (referred to herein as the "Redeveloper") entered into a redevelopment agreement with an Effective Date of _____, 2026 ("Redevelopment Agreement") pursuant to which the Authority has agreed to provide certain Public Assistance to the Redeveloper to support the Redevelopment located at 206 W. 6th Ave., Stillwater, Oklahoma ("Property"); and

WHEREAS, unless otherwise defined in this Certificate of Completion, capitalized terms used herein shall have the meanings assigned to them in the Redevelopment Agreement; and

WHEREAS, pursuant to Section 2.03 of the Redevelopment Agreement, the Authority is to furnish a Certificate of Completion within 30 days of completion of the Redevelopment, as evidenced by a final certificate of occupancy issued by the City; and

WHEREAS, Redeveloper has completed the Redevelopment and the City issued a certificate of occupancy therefor on _____, 202_; and

WHEREAS, the Redeveloper has submitted cost documentation reasonably evidencing the Minimum Investment; and

WHEREAS, the Authority has inspected the Property and determined that all work for the Redevelopment has been completed in conformance with the approved Plans and Specifications; and

WHEREAS, to the Authority's knowledge, there exists no uncured Event of Default under the Redevelopment Agreement relating to completion of the Redevelopment or eligibility for Public Assistance as of the date hereof.

NOW, THEREFORE, in consideration of the completion of the Redevelopment on the Property as required by the Redevelopment Agreement, the Authority issues this Certificate of Completion and certifies that, as of the date hereof, the Redevelopment has been completed for purposes of the Redevelopment Agreement and that the conditions to eligibility for disbursement of Public Assistance following completion, including satisfaction of the Minimum Investment and absence of any uncured Event of Default relating to completion of the Redevelopment, have been satisfied.

This Certificate of Completion does not waive, limit, or release any covenant or obligation of the Redeveloper that expressly survives completion under the Redevelopment Agreement (including,

without limitation, the Minimum Operating Period and transfer restrictions), and does not constitute any representation regarding construction means and methods or structural integrity.

IN WITNESS WHEREOF, the Stillwater Economic Development Authority, a public trust, has approved this Certificate of Completion this _____ day of _____, 202_.

STILLWATER ECONOMIC DEVELOPMENT AUTHORITY,
a public trust

By: _____
William H. Joyce, Chairman

ATTEST:

By: _____
Secretary

(SEAL)

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF PAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by William H. Joyce, Chairman of the Stillwater Economic Development Authority, a public trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year first above written.

_____
Notary Public

My Commission No.: _____
My Commission Expires: _____

(Notary Stamp or Seal)

ORDINANCE NO. 3593

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY AMENDING CHAPTER 29, MOTOR VEHICLES AND TRAFFIC, ARTICLE I, IN GENERAL, BY CREATING SECTION 29-18, PROHIBITION ON THE USE OF DYNAMIC BRAKING DEVICES; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

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

SECTION 1: That the Stillwater City Code, Chapter 29, Motor Vehicles and Traffic, Article I, In General be amended by creating Section 29-18, Prohibition on the use of Dynamic Braking Devices, to read as follows:

Sec. 29-18 Prohibition on the Use of Dynamic Braking Devices.

(a) It shall be unlawful for any person to operate any motor vehicle with a dynamic braking device engaged within the city limits, except for the purpose of avoiding imminent danger or in case of wheel brake failure.

(b) For purposes of this section, a dynamic braking device (commonly referred to as jake brakes, jacob brake, engine brake, or compression brake) means a device on a motor vehicle, primarily on trucks, for the conversion of the engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes.

(c) The provisions of this section shall not apply to authorized emergency vehicles.

(d) Any person who violates any provision of this section, upon conviction, shall be punished for a Class B offense.

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

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

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

_____
KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 2-23-2026
Second Reading:

ORDINANCE NO. 3590

AN ORDINANCE AMENDING STILLWATER CITY CODE CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE I, GENERAL PROVISIONS, SECTION 23-7, DEFINITIONS; ARTICLE V, USE CATEGORIES AND LIMITATIONS, DIVISION 1, GENERALLY, SECTION 23-96, DEFINITIONS; ARTICLE VI, LAND USE CLASSIFICATIONS, DIVISION 3, RESIDENTIAL DISTRICTS, SECTION 23-140, RMI (MULTI-FAMILY INTERMEDIATE) DISTRICT, AND SECTION 23-141 RMU (MULTI-FAMILY URBAN) DISTRICT; AND ARTICLE IX, LANDSCAPING, SCREENING, AND ENVIRONMENTAL STANDARDS, SECTION 23-230, GENERALLY; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That Stillwater City Code, Chapter 23, "Land Development Code", Article I, "General Provisions", Section 23-7, "Definitions", ~~be amended to remove the definition of "Fraternity or sorority house"~~ to be amended as follows:

Sec. 23-7. - Definitions. (general)

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abut means the boundary of a parcel of land lies in immediate proximity to, or is contiguous with, another parcel, but does not physically touch or adjoin such parcel.

Accessory building or structure means a building or structure customarily incidental and secondary to, and located on the same lot as, the principal building or structure.

Accessory use means a use customarily incidental and secondary to, and located on the same lot as, the principal use of a building, structure, or land.

Adjacent means the boundary of a parcel of land actually touches the boundary of another parcel of land, exclusive of the area of any intervening right-of-way.

Administrative officer means an employee of the city.

Adverse impact means when the action of one property owner creates harm to another property owner by increasing flood peaks, flood stage, flood velocity or by causing erosion and/or sedimentation or other damage.

Airport means the city regional airport.

Alley means a public way which gives a secondary means of vehicular access to the rear or side of properties otherwise abutting a street, and which may be used for public utility purposes, but is not primarily intended for general traffic circulation and may be utilized in residential, commercial and industrial districts.

Ambulatory surgical center or facility means an establishment with an organized medical staff of physicians, with permanent facilities that are equipped and operated primarily for the purpose of performing surgical procedures, with continuous physician services available on call, and registered professional nursing services available on site, whenever a patient is in the facility, which provides services or other accommodations for patients to recover for a period of not to exceed 23 hours after surgery (as defined by the ambulatory surgical center regulations, title 310, chapter 615, Oklahoma Administrative Code, state department of human services).

Animal clinic means an establishment organized with a licensed medical staff to care for animals on an outpatient basis and which operations are conducted entirely within an enclosed building.

Annexation means the process of expanding or extending the corporate boundaries of the city.

Appeal means a request for review of a decision, action, or interpretation with respect to ordinances, regulations, or policies as adopted by the city.

Awning means a framed structure, supported from the exterior wall of a building, which can be retracted, folded, collapsed or remains stationary as a part of the building.

Berm means a mound or bank of earth covered with either grass or other plant material designed to provide a screen between incompatible uses and/or decrease noise intrusion.

Block means a continuous group of lots separated by street rights-of-way. Also, a continuous group of lots comprising a portion of a platted subdivision, used for identification purposes.

Board of adjustment means the city board of adjustment.

Buffer means land area used to:

1. Visibly separate one use from another through screening and distance;
2. Shield or block noise, light, glare, or visual or other conditions;
3. Minimize physical passage to nonsimilar areas;

4. Reduce air pollution, dust, dirt and litter.

Buffer strip means the landscaped portion of a lot or parcel of land between the developing/developed area and the property line.

Buildable area means all of that portion of a lot, tract, or parcel of land which remains after the minimum yard, easement, and open space requirements of this chapter have been met.

Building means any structure, having a roof supported by columns or walls, used or intended for support, enclosure, or shelter of any use or occupancy.

Building code means the various codes of building design, construction, and maintenance as adopted by ordinance.

Building frontage means the side of a building which contains a primary entrance and/or abuts a street, excluding an alley. When the entrance is located at an angle on the corner of the building, one side must be designated as the frontage.

Building line means a line representing the inner edge of any required yard or required setback and the corresponding outer edge of the buildable area beyond which a building shall not extend, except as specifically provided herein.

Building official means the officer or other designated authority charged with the administration and implementation of the applicable building codes of the city.

Building site means land occupied or intended to be occupied by a building, together with all open space required herein, which is located on a lot that has been lawfully created and meets all criteria for its intended use.

Caliper means the diameter of the tree trunk measured at a specified distance above ground.

Canopy means a functional rigid roof-like, multisided, shelter structure which is wholly or partially supported by a building structure and/or columns, braces, or poles extending to the ground.

Canopy tree means a tree that, under normal forest conditions, will compose the top layer of vegetation and generally will reach a mature height of greater than 40 feet.

Car length means, for the purposes of measuring, 19 feet.

Carport means a roofed structure providing space for the parking or storage of motor vehicles that is open on two or more sides.

Cash escrow means funds placed in escrow at a solvent state financial institution, which can be drawn on to complete the improvements for a subdivision of land or a land development project in case of default by the subdivider/developer.

City drainage standards means the stormwater management specifications and standards as adopted by the city council.

City standards means the engineering design criteria, construction standards, and standard details as approved by resolution of the city council.

Commercial minor subdivision means any resubdivision, reorganization, combination or division of nonresidential land.

Common area or *facility* means a portion of a development, subdivision, lot, or structure used in common by two or more owners or tenants of other portions of such development, subdivision, lot or structure.

Common open space means a common area which is not enclosed in a building.

Comprehensive plan means the city comprehensive community development plan.

Corner lot means a lot or parcel of land abutting upon two or more streets or rights-of-way at their intersection, or upon two parts of the same street or right-of-way forming an interior angle of less than 135 degrees.

Corporation commission means the corporation commission of the state.

Cul-de-sac or *cul-de-sac street* means a minor street having one end open to vehicular traffic and having one end terminated by a turnaround, of which design complies with the standards as adopted or referenced by the city.

Deciduous means a plant with foliage that is shed annually.

Density means the amount or quantity of something per unit measure. The number of units in a given land or building area.

Gross density: A units-per-acre (upa) density measurement that includes in the calculation all land occupied by use, right-of-way or easement, recreational activity, civic activity, building, parking, landscaping, and any other improvement necessary for the development.

Net density: A units-per-acre (upa) density measurement that includes in the calculation only land occupied by the use(s) and the improvements required for the development to occur. Typically 80 percent of the gross acreage remains available for development.

Population density: A persons-per-acre density measurement that calculates the number of persons residing within an area equal to one acre of land.

Detached emergency shelter means an accessory building not attached to or part of another building, and which is designed and intended for temporary human habitation during periods of violent storms or emergency situations.

Detached solar collector means an exterior accessory device not attached to or part of a building, which is specifically designed and intended to provide a net energy gain by transferring, storing or converting solar radiation for the purpose of heating or electricity generation.

Detention means the temporary storage and controlled release of stormwater runoff.

Detention facility means a facility that provides temporary storage of stormwater runoff and controlled release of such runoff.

Developer means any person, firm, or entity engaged in the development of property or planning of property for development.

Development means any manmade change to land including, but not limited to:

1. The addition of impervious surfaces, construction, mining, dredging, filling, excavation or drilling operations;
2. The installation of utility mains, buildings/structures or other improvements on any lot, parcel or tract of land.

Development area means the area of a lot or parcel that is utilized for the purpose of development.

Development code or *land development code* means this chapter.

Development project or *land development project* means any proposal for development within the jurisdictional boundaries of the city.

Development services department means a city department charged with the oversight of development.

Disposal well means any well drilled or actually used for injection of saltwater or other substances into the earth at a point other or different than the point of extraction or production thereof from the earth.

District means a zoning district or supplemental district, depending on the context.

District regulations means the provisions of this chapter contained in article VI of this chapter.

Double frontage lot means a lot which runs through a block from street to street and which abuts two or more streets, but not a corner lot.

Drainage facilities means all elements necessary to store, control, and/or convey stormwater runoff. Said drainage facilities shall consist of both public and private storm sewers (closed conduits), channels, watercourses, sedimentation facilities, areas covered by drainage easements for the purpose of providing overland flow, and all appurtenances to the foregoing, including inlets, manholes, junction boxes, headwalls, dissipaters, culverts, detention facilities and the like.

Drainage plan means final construction drawings with sufficient information related to the proposed stormwater facilities for a site to allow determination that the facilities will function as designed in the final drainage study for the proposed site.

Drainage standards means the criteria, standards and specifications for stormwater management, sediment and erosion control, and earth changes adopted by the city. The term "city drainage standards" includes all standards currently contained in the city standards.

Drainage study means an engineering analysis, prepared by a licensed professional engineer, of the hydrologic and hydraulic characteristics of a site or development.

Drilling means digging or boring a hole in the earth for purposes of exploring for, developing or producing oil, gas, and other hydrocarbons. The term "drilling" includes all operations through the completion of a well.

Drilling site means the premises used during the drilling, maintaining, operating, and producing of a well or wells located thereupon.

Dwelling means any building or portion thereof which is used as living quarters for one or more families.

Dwelling unit means one or more rooms in a residential building or residential portion of a building forming a single habitable unit with provisions for cooking, sleeping and sanitary facilities for the exclusive use of a single family maintaining a household.

Earth change means excavating, grading, regarding, landfilling, berming or diking of land within the jurisdictional area of the city.

Easement means a right of use over the property of another. A strip or portion of land wherein the public, the city, a corporation, or other persons, have been granted a right of use by a property owner for a public or specific purposes, such as, but not limited to, construction, installation and/or maintenance of streets, sidewalks or utilities.

~~**State Law reference—** Easement, 60 O.S. § 49.~~

Enclosed parking means off-street vehicle parking spaces located inside a garage or other building or portion thereof having at least 50 percent of the exterior facade on all sides constructed of opaque materials.

Evergreen means a plant with foliage that remains green yearround.

Facility means a structure or equipment built, installed, or established to serve a particular purpose.

Family child care home.

1. The term "family child care home" means one that is licensed to provide care and supervision for no more than seven children for any portion of a 24-hour period.
2. The term "family child care home" does not include:
    a. Informal arrangements which parents make independently with neighbors, friends and others;
    b. Caretakers in the child's own home; and
    c. Nursery schools, kindergartens or other facilities of which the purpose is primarily educational, recreational or medical treatment.

Final plat means a map of land subdivision prepared in a form suitable for:

1. Filing of record with necessary affidavits, certifications, dedications and acceptances; and
2. Delineating the layout of such subdivision as required herein.

Flag lot means a lot in the approximate configuration of a flag pole or sign post, with a pole or post functioning primarily as an access way to the main body, or flag, of the lot from the street. All lot size, bulk standards, and lot coverage requirements apply only to the flag portion of the lot.

~~*Fraternity or sorority house* means any building occupied and maintained by a social association of college students and containing group living quarters wherein, for compensation and by prearrangement for definite periods; meals and/or lodging are provided exclusively for members of the organization and their guests.~~

Front building line means the front setback line or a point at which the lot reaches the required lot width in the case of a flag lot.

Front lot line means the property line separating the front yard of a lot from an abutting street right-of-way. The street, roadway or access easement line shall be considered the front lot line for lots located on private streets.

Front yard means a yard extending across a lot between the side lot lines, and measured as the minimum horizontal distance between a front lot line and the nearest portion of the principal building. Both yards abutting a street shall each be considered a front yard on corner and double frontage lots.

Garage means a roofed building, or other structure, or part thereof, used or intended to provide enclosed parking or storage spaces for vehicles.

Grade means the average level of the finished surface of the ground adjacent to the exterior of a building or structure.

Gross floor area means the sum of the gross horizontal areas of all floors of a building measured from the exterior face of exterior walls, or from the centerline of a common wall separating two buildings, but not including interior parking spaces, loading spaces for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.

Gross leasable area means the total floor area for which tenants pay rent that is designated for the tenants occupancy and exclusive use.

Ground cover means evergreen or deciduous planting less than 24 inches in height, excluding turf grass.

Hardscape means nonliving or hard materials used to augment the beauty and function of a landscaped area. The term "hardscape" may include, but is not limited to brick, stone or rock walls, fountains, ponds, pools, planters or retaining walls.

Height means, except as otherwise noted, the vertical distance from the average elevation of that portion of a lot covered by a building or other structure to the highest point of the building or structure, but not including all or portions of attached nonhabitable structures exempted herein.

Home occupation means an occupation, profession, activity, or use that is an incidental and secondary use of a residential dwelling unit, or accessory structure located on the same lot as the dwelling unit, that does not alter the exterior of the property or affect the residential character of the neighborhood.

Homebuilder means any person who engages in the construction of dwellings.

Hospital means any institution, place, building or agency, public or private whether organized for profit or not, devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment or care of patients admitted for overnight stay or longer in order to obtain medical care, surgical care, obstetrical care, or nursing care for illness, disease, injury, infirmity, or deformity. All places where pregnant females are admitted and receive care incident to pregnancy or delivery shall be considered to be a hospital within the meaning of this chapter, regardless of the number of patients received or the duration of their stay. The term "hospital" includes, but is not limited to,

general medical surgical hospitals, specialized hospitals, critical access and emergency hospitals, and birthing centers (as defined by hospital standards, title 310, Oklahoma Administrative Code, chapter 667, Oklahoma State Department of Human Services).

Improvements means permanent amenities that are required to serve a subdivision of land or a land development project including streets (both public and private), traffic control devices, sidewalks, water distribution systems, sanitary sewer collection systems, sanitary sewer pretreatment facilities, if required, and storm drainage collection and conveyance systems including stormwater detention or retention ponds. For the purpose of this definition, the term "streets" do not include private parking lots or private drive aisles that are located within or serve private parking lots.

Intensity means the degree of impact associated with one or more uses (e.g., noise, traffic, lighting, size of structures, etc.) such that greater degrees are considered higher intensity.

Interior lot means a lot other than a corner lot.

Irrevocable letter of credit means a commitment from a state or federally chartered financial institution, to provide funding to complete the improvements for a subdivision of land or a land development project in case of default by the subdivider/developer.

Kennel means the use of land or building for the purpose of breeding, boarding or training small animals such as cats and dogs.

Land use means a description of how land is or may be occupied or utilized.

Land use application means a formal request for approval of a land development project.

Landscape plan means the preparation of graphic and written criteria, specifications, and detailed landscape plans to arrange and modify natural features such as plantings, ground and water forms, circulation, walks, irrigation, landscape lighting, erosion control, on-site drainage and other features to comply with the provisions herein.

Landscaping means the use of softscape, such as any living organic plant material, that includes:

1. Trees, shrubs, flowers, ground cover, vegetation, vines or grass;
2. The use of hardscape such as planters, decorative pavings/sidewalks, brick, arbors/trellises, fountains; or
3. The combination of both softscape and hardscape.

Large family child care home means a family child care home licensed to provide care and supervision for eight to 12 children for any portion of a 24-hour period.

Legally nonconforming lot/parcel means a lot or parcel that lawfully existed prior to the adoption, revision or amendment of this chapter, but which fails by reason of such adoption, revision or amendment to conform to standards and/or requirements of the district wherein it is located.

Legally nonconforming structure means an existing structure that does not meet the applicable setback, lot coverage, or height requirements of the district wherein it is currently located, but did meet the applicable standards and/or requirements at the time it was constructed.

Legally nonconforming use means a legally existing use of a structure or land that is not permitted in the district in which it is currently located, but was permitted when it was established.

Lot means a parcel of land on a plat that is separately owned and capable of being separately conveyed.

Lot area means the total horizontal area bounded by the exterior lines of a lot.

Lot combination means the act of combining adjoining lots or a lot and an adjoining portion of a lot for the purpose of establishing one lot.

Lot coverage means the percentage of the lot area that is occupied by principal and accessory buildings.

Lot depth means the average horizontal distance between front and rear lot lines of a lot.

Lot frontage means the length of lot line adjacent to a right-of-way or right-of-way easement.

Lot line means a line of record bounding a lot which divides one lot from another lot, or from a public or private street.

Lot of record means a lot which exists as shown on a subdivision plat recorded in the office of the county clerk, or a lot or parcel described by metes and bounds or by aliquot, the description of which has been so recorded.

Lot split means a simple division of one lot that creates a lot and either a nonbuildable parcel or an outlot.

Lot width means the horizontal distance between the side lot lines of a lot located and measured at the front lot line.

Manufactured home means a residential dwelling unit constructed in one or more sections and built in accordance with National Manufactured Housing Construction and Safety Standards Act of 1974, 42 USC 5401 et seq.

Minor amendment means an alteration of an approved plan.

Minor improvement means changes or additions to an existing building, structure or site not involving structural alteration, enlarged floor area or increased occupancy, and not substantially affecting the existing use or exterior appearance.

Minor structure means any uninhabitable structure having dimensions not greater than 200 square feet that is not permanently affixed to the ground.

Minor subdivision means any resubdivision, reorganization, or division of land which shall contain not more than three lots and further shall not adversely affect the development of the remainder of the parcel or adjoining property and shall not be in conflict with any provision or portion of the comprehensive plan, land development code, or other applicable ordinance or regulation of the city.

Mixed use means the use of a lot or of a building with a variety of complementary and integrated uses such as, but not limited to, residential, office retail, public or entertainment.

Mobile home means a residential dwelling fabricated in an off-site manufacturing facility, designed to be a permanent residence, but which is still transportable, that was built prior to the enacting of the National Manufactured Housing Construction and Safety standards Act of 1974, 42 USC 5401.

Mobile home park means land or property that is used or intended to be used or rented for temporary occupancy by more than two mobile homes, including all necessary utilities, streets, and other common amenities.

Mobile home space means a platted parcel, lot, or tract of land within a mobile home park designed to accommodate an individual mobile home.

Modular home means a relocatable living unit manufactured off-site and transported, on an independent carrier unit, to a permanent site which has been constructed in accordance with an Engineering Bulletin issued by the Office of Technical Standards, Department of Housing and Urban Development, Washington, D.C.

Net floor area means the total of all floor areas of a building, excluding stairwells and elevator shafts, mechanical equipment rooms, incidental storage areas, interior vehicle parking or loading, and basement areas not used or intended to be used for human habitation or service to the public.

Off-street parking means a storage area for one or more vehicles, legally accessible from a street that is not located within a right-of-way or road easement.

Oil or gas well means any well drilled, operated, or maintained for the production of oil, gas, casing head gas, or any of them, or their byproducts or derivations.

On-street parking means a temporary storage area for one or more vehicles that is located, partially or wholly, within the right-of-way or road easement.

Open space means a parcel or area of land that is not enclosed in a building, and which is dedicated, designated, or reserved for public or private use or enjoyment, or for the use and enjoyment of owners and occupants of land neighboring such open space.

Outlot means a lot that does not meet the minimum zoning requirements and is specifically set aside for greenspace, common area, or drainage purposes only; a lot not meeting the minimum zoning requirements and being combined with an adjacent and adjoining lot.

Parcel means a part or portion of land.

Parking area means off-street parking spaces, together with required associated driveways, aisles and landscaping.

Performance bond means a bond issued by a surety or insurance company licensed to conduct business in the state and not rated less than "A" by the A.M. Best Company to ensure completion of the improvements for a subdivision of land or development project in case of default by the subdivider/developer.

Performance guarantee means a financial guarantee, in the form of an irrevocable letter of credit, a cash escrow, or a surety bond, that all of the required improvements for a subdivision of land or a development project will be completed in accordance with the provisions of this chapter.

Permitted use means a use permitted by right in a zoning district.

Person means an association, company, corporation, firm, or organization, as well as an individual, unless the context indicates that the term refers only to an individual. The term "person" includes an assignee, receiver, trustee, or similar authorized representative of any of the named entities.

Planned unit development (PUD) means a development as defined by 11 O.S. § 43-110 and article XV of this chapter.

Planning commission means the city planning commission.

Point of service means the first point in the forward vehicle flow at which a product consumer places a request for the service provided on site. The term "point of service" includes menu boards where consumers communicate with on-site employees through electronic communication or direct person-to-person service.

Preliminary plat means a map of a proposed land subdivision showing the character and proposed layout of the tract in sufficient detail to indicate the relationship of the proposed subdivision to topography, existing streets, drainage facilities, and utilities, existing easements of record, the comprehensive plan, existing urban development and zoning, and to indicate the nature of the land planning design.

Principal building means the building wherein the principal use of the lot or parcel on which it is situated is conducted.

Principal use means the main or primary purpose for which a building, other structure, and/or lot or parcel is designed, arranged, or intended, or for which they may be used, occupied, or maintained.

Private street or *drive* means a street in a common area of a mobile home park, planned development or other development that serves more than one lot or parcel or facility, which is not located in a dedicated public right-of-way, but is constructed to the minimum standards of the city.

Property means any land legally owned by a person or entity.

Property line means the exterior boundary of a property.

Public street means any thoroughfare, other than an alley, located within a public way which affords the primary means of access to abutting property.

Public way means a parcel of land that has been deeded, dedicated or otherwise permanently appropriated to the public for public use.

Queue means the actual stacking of vehicles in a line for service.

Rear lot line means the property line which is on the opposite end of a lot from the front lot line that separates the rear yard of the lot from an abutting lot.

Rear yard means a yard extending across a lot between the side lot lines, measured as the minimum horizontal distance between a rear lot line and the nearest portion of the principal building. The rear yard shall be at the opposite end of the lot from the front yard, with the exception of corner or odd shaped lots.

Record drawings means drawings specifying the locations, dimensions, and elevations of improvements as constructed.

Recreational vehicle means any vehicular portable structure with an overall length not exceeding 32 feet, used as a temporary dwelling for travel, recreational, or vacation use, that is either self-propelled or built on a chassis and drawn by a motor vehicle. The term "recreational vehicle" includes those vehicles commonly known and referred to as travel trailers, campers, and motor homes.

Recreational vehicle (RV) park means the area of land used for the temporary accommodations for recreational vehicles including the sites and spaces for RVs, incidental services, and facilities intended for the convenience of guests.

Redevelopment means the reconstruction, alteration, preservation, or replacement of any or all structures and uses of an existing facility, development, subdivision, or portion thereof.

Regional detention means a stormwater detention facility that is designed to regulate the discharge of storm runoff from various drainage basins, multiple parcels of land or multiple land development projects throughout the community.

Remodel means structural and/or aesthetic alteration, but not enlargement or redevelopment, of a building.

Residential design, manufactured home means a manufactured home that is architecturally compatible in appearance to neighboring conventionally built dwellings.

Right-of-way means a strip of land, the ownership and/or maintenance of which is conveyed by dedication, prescription or condemnation for railroad, utility and/or public street purposes.

Satellite TV dish antenna means a device, commonly parabolic in shape, mounted at a fixed point on the ground or on a building for the purpose of receiving television signals transmitted via satellite communications facilities, and serving the same or similar function as the common television antenna.

Screening means a method of visually shielding or obscuring one abutting lot, structure or use from another by fencing, walls, berms, densely planted vegetation or the like.

Setback means the required minimum distance between a structure and any lot line of the lot on which the structure is located. Whenever a lot contains a right-of-way or an access easement, the setback measurement shall not include the area of the right-of-way or access easement.

Shrub means a woody plant of relatively low height distinguished from a tree by having several stems rather than a single trunk.

Side lot line means any property line other than a front or rear lot line.

Side yard means a yard extending across a lot between the front and rear lot lines, and measured as the minimum horizontal distance between a side lot line and the nearest portion of the principal building.

Sidewalk cafe means the use of a portion of a public right-of-way normally reserved for pedestrian use as a place for patrons of an eating establishment on the adjacent lot to sit and consume food and/or drink.

Sight triangle means an area described at the intersection of two streets, or a street and driveway or alley, which must remain clear of obstructions in order to facilitate vehicular safety.

Single-family home means a dwelling unit occupied by a single family.

Special exception means an exception to, or exemption from, certain provisions of this chapter.

Specific use means land use which is subject to review and approval procedures prior to establishment in a particular zoning district.

Story means that portion of a building, other than a basement, between the surface of any floor and the surface of the floor next above it or, if there is not a floor above it, the space between the floor and the ceiling next above it.

Street means any public or private thoroughfare other than an alley, which affords the primary means of access to abutting property.

Street frontage means the property line which abuts a street.

Structural alteration means any change in either the supporting members of a building, such as bearing walls, columns, beams and girders, or in the dimensions or configurations of the roof or exterior walls.

Structurally sound means any structure not considered dilapidated.

Structure means anything constructed or erected.

Studio apartment means a dwelling unit consisting of not more than one habitable room together with kitchen or kitchenette and sanitary facilities.

Subdivider means any person subdividing or proposing to subdivide land as herein defined.

Subdivision means the division of a lot, tract or parcel of land into two or more lots, plats, sites or other divisions of land for the purpose, whether immediate or future, of sale or of building development. The term "subdivision" includes resubdivision and

when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided.

Temporary structure means a structure without any foundation or footings, which is removed when the designated time period, activity, or use, for which the temporary structure was erected, has ceased.

Temporary use means a use established for a fixed period of time with the intent to discontinue such use upon the expiration of the time period.

Text amendment means an amendment or change to the regulations or restrictions of this chapter.

Through lot or *double frontage lot* means a lot which fronts upon two parallel streets, or which fronts upon two streets which do not intersect at the boundaries of the lot.

Tree means any self-supporting woody plant having one or more defined stems or trunks in a caliper of two inches or more and having a defined crown which customarily attains a mature height of eight feet or greater.

Unenclosed parking means off-street vehicle parking spaces located outside of any building or structure, or within a structure or portion thereof having less than 50 percent of the exterior facade on all sides constructed of opaque materials.

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

Use category means the title assigned to a group of specific uses having similar characteristics for the purpose of determining in which districts the various land uses are permitted.

Use condition means a requirement imposed as a condition of approval as determined by the planning commission or the city council.

Use permitted by right means a use permitted in a zoning district without any special review and approval procedures, but subject to any restrictions or use standards which are applicable to that use and zoning district.

Use, special or specific. See *Specific use permit.*

Utility, private, means a nongovernmental body operating a utility.

Utility, public, means a governmental body operating a utility.

Variance means a grant of relief, by the appropriate body, from the requirements of this chapter when specific enforcement would result in an unnecessary hardship.

Vet clinic/hospital means an establishment operated by a licensed medical staff and used exclusively for the care and treatment of animals, including incidental overnight boarding facilities and incidental outdoor run areas.

Visual screen means a physical barrier consisting of live plant material, natural and manmade materials, or a combination thereof that is used to visually separate two areas or incompatible uses from one another.

Wind energy electricity generator means an electricity generator which operates by the force of the wind on mechanical components attached to the generator, and which is mounted on a tower or other structure to facilitate a proper orientation with respect to the wind.

Yard means an open space that lies between a building and adjoining lot lines, unoccupied and unobstructed from the ground upward except as otherwise provided in this chapter.

Zoning district means a specifically delineated area or district within which regulations and requirements uniformly govern the use, placement, spacing, and size of land, buildings, and other structures.

Zoning map means the map which is a part of the zoning regulations and delineates the boundaries of zoning districts and supplemental districts.

SECTION 2: That Stillwater City Code, Chapter 23, "Land Development Code", Article V, "Use Categories and Limitations", Division 1, "Generally", Section 23-96, "Definitions", to be amended ~~to add the definition of "Fraternity or sorority house"~~ as follows:

Sec. 23-96. - Definitions. (Principal use category classification)

Individual uses are defined as follows:

Accommodation means establishments that provide customers with lodging on a transient basis, including hotels, motels, bed and breakfasts and shelters.

Adult business means a specific range of establishments that provide customers with products, services, materials, entertainment venues, or activities as set forth in ~~s~~Section 23-145(a).

Agriculture, forestry, fishing and hunting means establishments primarily engaged in growing crops, raising animals, harvesting timber, and harvesting fish and other animals from a farm, ranch, or their natural habitats. These establishments are often described as farms, ranches, dairies, greenhouses, nurseries, orchards, or hatcheries.

Animal and pet keeping services means establishments that operate facilities to meet the needs of animals and pet keeping, such as animal clinics, vet hospitals, kennels, and stables.

Arts and entertainment means a wide range of establishments that operate facilities or provide services to meet varied cultural and entertainment interests of their patrons; this category is comprised of establishments that are involved in producing, promoting, or participating in live performances, events or exhibits intended for public viewing and those establishments that preserve and exhibit objects and sites of historical, cultural, or educational interest.

Beverage services means establishments that provide customers with beverages for immediate consumption; the primary revenue of such establishments is derived from the sale of beverages.

Boardinghouse/roominghouse means a building where, for compensation and by prearrangement for definite periods, sleeping and living quarters, and/or meals (but not individual cooking facilities) are provided to three or more, but not exceeding 40 persons.

Chemical manufacturing means establishments engaged in the transformation of organic and inorganic raw materials by a chemical process and the formulation of products.

Child and adult care services means licensed establishments engaged in providing day services and/or treatment for adults or children, but not residential service. These are more specifically identified as family child care home, large child care home, and child care centers.

Churches and religious institutions means establishments engaged in providing church and religious services and activities.

Collocation means the mounting or installation of transmission equipment on an existing telecommunications tower or other support structure for the purpose of transmitting and/or receiving radio frequency signals for providing telecommunications services.

Communication services mean businesses, facilities or establishments which house or operate networked computers and data and transaction processing equipment and support equipment, including, without limitation, power and cooling equipment, used to provide data and transaction processing services, including, without limitation, all activities described by category 518210 of the North American Industrial Classification System (NAICS), as published in 2002 and all subsequently published iterations; provided also that this category shall include all facilities for ancillary office, administrative, or utility service uses involved in or related to any services or activities described in this category, whether taking place in the same or appurtenant buildings, facilities, or structures, including without limitation electrical substations.

Computer and electronic product manufacturing and electrical equipment, appliance, and component manufacturing means establishments engaged in the manufacture of computers, computer peripherals, communications equipment, and similar electronic products and components for such similar electronic products, or the manufacture of products that generate, distribute and use electrical power.

Construction means establishments engaged in the residential and nonresidential construction of buildings, in heavy and civil engineering, and in specialty trade contracting such as building equipment contractors.

Conventional single-family, detached or zero lot-line means one dwelling unit, freestanding and structurally separated building, located on a lot or building site that is unoccupied by any other dwelling unit or principal structure.

Educational services, establishments, educational institutions and *educational facilities* mean establishments that provide instruction and training in a wide variety of subjects and by specialized establishments such as schools, colleges, universities, and training centers which may be privately owned and operated for profit or not for profit, or they may be publicly owned and operated.

Financial institutions and services means establishments engaged in financial transactions (transactions involving the creation, liquidation, or change in ownership of financial assets) and/or in facilitating financial transactions.

Food, beverage and tobacco product manufacturing means establishments that transform livestock and agricultural products into products for intermediate or final consumption and are distinguished by the raw materials processed into food products; manufacturing of beverages and tobacco products in the following establishments:

1. Those that manufacture nonalcoholic beverages;
2. Those that manufacture alcoholic beverages through the fermentation process;
3. Those that produce distilled alcoholic beverages;
4. Those engaged in redrying and stemming tobacco; and
5. Those that manufacture tobacco products such as cigarettes and cigars.

Food services means establishments that provide customers with meals or snacks for immediate consumption; the primary revenue of such establishments is derived from the sale of food.

Fraternity or sorority house means any building occupied and maintained by a social association of college students that is affiliated with a university-recognized chapter of a fraternity or sorority and containing group living quarters wherein, for compensation and by prearrangement for definite periods; meals and/or lodging are provided exclusively for members of the organization and their guests.

Freestanding self-service facilities means any self-service use including, but not limited to, automatic bank teller machines, postal vending and depository facilities, or newspaper vending machines, which are located in freestanding structures devoted solely to such use either on a separate lot or as an accessory use within a complex of buildings.

Furniture and related product manufacturing means establishments that make furniture and related articles such as mattresses, window blinds, cabinets, and fixtures using processes

such as cutting, bending, molding, laminating, and assembly of such materials as wood, metal, glass, plastics, and rattan.

Health care and social assistance means establishments providing health care and social assistance for individuals on a continuum starting with those establishments providing medical care exclusively, continuing with those providing health care and social assistance, and finally with those providing only social assistance; this category includes nursing and residential care facilities, ambulatory surgical care facilities, and hospitals.

Information means establishments engaged in printing and publishing industries and in telecommunications.

Leather and allied product manufacturing means establishments that transform hides into leather by tanning or curing and fabricating the leather into products for final consumption.

Machinery part manufacturing means establishments that create end products that apply mechanical force, such as the application of gears and levers, to perform work. Although processes are similar to fabricated metal products manufacturing, this machinery manufacturing typically employs multiple metal forming processes.

Manufactured home means that term as defined in section 23-7.

Medical marijuana commercial grower means a grower as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations. Commercial grower operations can be either indoor or outdoor operations.

Medical marijuana dispensary means a retailer as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations.

Medical marijuana processing means a process or processor as defined in Title 63 Oklahoma Statutes and applicable Oklahoma Department of Health or other regulatory agency rules and regulations.

Mining establishments means establishments that extract naturally occurring mineral solids, including but not limited to coal and ores; liquid minerals, including but not limited to crude petroleum; and gases, including but not limited to natural gas. The term "mining establishments" includes quarrying, well operations, beneficiating (e.g., crushing, screening, washing, and flotation), and other preparation customarily performed at the mine site, or as a part of mining activity.

Miscellaneous manufacturing means businesses that make a wide range of products not otherwise classified.

Mixed use means one or more dwelling units located, in the rear or second floor, in a building in which the first floor is utilized primarily by a commercial use at the building front or storefront, and where such commercial use is permitted in the zoning district.

Modular home means that term as defined in section 23-7.

Mobile home means that term as defined in section 23-7.

Multifamily means three or more dwelling units contained within one building that is freestanding and structurally separated from any other building or group of dwelling units but are located on the same lot.

Nonmetallic mineral product manufacturing means establishments that transform mined or quarried nonmetallic minerals, such as sand, gravel, stone, clay, and refractory materials, into products for intermediate or final consumption. Processes used include grinding, mixing, cutting, shaping, and honing; heat is often used in the process and chemicals are frequently mixed to change the composition, purity, and chemical properties for the intended product.

Oil and gas industry services means businesses which provide support to the oil and gas industry operations including offices, storage and repair of equipment and vehicles, parking of vehicles or equipment. Such uses shall not include drilling, refining and storage, transloading or transportation of petroleum or gas products, bi-products or waste.

Paper manufacturing means establishments that make pulp, paper, or converted paper products including:

1. The separating of the cellulose fibers from other impurities in wood or used paper;
2. Matting these fibers into a sheet;
3. Cutting and shaping techniques that includes coating and laminating activities.

Parking lot/garage means an open, hard-surfaced area, other than a street or public way, to be used for the storage, for limited periods of time, of operable passenger automobiles and commercial vehicles, and available to the public, whether for compensation, free, or as an accommodation to clients or customers.

Personal and laundry services means establishments engaged in providing personal and laundry services such as health and beauty parlors, massage parlors, dry-cleaning, and pet grooming (not boarding and/or training).

Personal storage and warehousing means facilities providing indoor personal storage and warehousing and as an accessory to such use, outdoor storage of personal vehicles, recreational vehicles and watercraft displaying current and valid registration, provided, such outdoor storage does not occupy an area larger than 30 percent of the indoor floor area provided for the primary use.

Petroleum and coal products manufacturing means establishments that transform crude petroleum and coal into usable products with the dominant process being petroleum refining that involves the separation of crude petroleum into component products through such techniques as cracking and distillation.

Plastics and rubber products manufacturing means establishments that make goods by processing plastics materials and raw rubber. The core technology employed is that of plastics or rubber product production.

Primary metal manufacturing and fabricated metal products manufacturing means establishments engaged in the smelting and/or refining of ferrous and nonferrous metals from ore, pig or scrap, using electrometallurgical and other process metallurgical techniques; the manufacture of metal alloys and super alloys by introducing other chemical elements to pure metals; or transforming metal into intermediate or end products, other than machinery, computers and electronics, and metal furniture or treating metals and metal formed products fabricated elsewhere. Processes include forging, stamping, bending, forming, and machining used to shape individual pieces of metal; and welding and assembling used to join separate parts together.

Professional and administrative offices and services means establishments that specialize in providing professional, scientific, administrative, management, employment, real estate, or technical activities or services.

Public administration and service means federal, state and local government agencies that administer, oversee, and manage public programs and have executive, legislative, or judicial authority over other institutions within a given area. The term includes police and fire services.

Recreation means a wide range of establishments that operate facilities or provide services to meet varied recreational interests of their patrons and establishments that operate facilities or provide services that enable patrons to participate in recreational activities or pursue amusement, hobby, and leisure-time interests.

Research and development means establishments engaged in the research or research and development of innovative ideas in technology-intensive fields. The term includes research and development of computer software, information systems, communications systems, transportation, geographic information systems, multi-media and video technology. Development and construction of prototypes may be associated with this use.

Residential design manufactured home means that term as defined in section 23-7.

Retail trade means establishments engaged in retailing merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Retailers are organized to sell merchandise in small quantities to the general public with extensive displays of merchandise and utilizing mass-media advertising to attract customers.

Small cell facility means a low-powered wireless base station which functions much in the same way as larger cells in a wide-area, mobile wireless network that are typically installed relatively high on a telecommunications tower, to provide signal coverage to a large geographic area. Small cells facilities cover a smaller, targeted, localized area to provide connectivity to wireless network subscribers in areas that typically present capacity and coverage challenges to traditional wide-area wireless networks. Small cell facilities are smaller in size and thus are more conducive to collocation on an existing support structure or installation on a private utility's, single-use utility pole erected for the sole or primary purpose of supporting a small cell facility.

Telecommunications tower means any freestanding structure, other than a utility pole, built or used for the sole or primary purpose of supporting antennas and their associated facilities, licensed or authorized by the Federal Communications Commission, particularly including structures that are constructed for wireless communications services and also including, but

not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Textile mills, textile product mills, and apparel manufacturing means establishments that transform a basic fiber (natural or synthetic) into a product, such as yarn or fabric, that is further manufactured into usable items, such as apparel, sheets, towels, and textile bags for individual or industrial consumption. Main processes include preparation and spinning of fiber, knitting or weaving of fabric, and the finishing of the textile. The term includes establishments that make textile products (except apparel) by generally cutting and sewing (e.g., purchasing fabric and cutting and sewing to make nonapparel textile products such as sheets and towels). Processes include cutting and sewing and the manufacture of garments in establishments that first knot fabric and then cutting and sewing the fabric into a garment.

Townhome means a row or group of independent single-family units, located on individual lots or on a common building site. Each unit has independent access to the outside, is not located over another unit, and is separated from any other unit by one or more common fire walls along the common property boundary or unit boundary.

Transportation activities means establishments providing transportation of passengers and cargo, scenic and sightseeing transportation and support activities related to modes of transportation, whether by air, rail, water, road, or pipeline.

Transportation and equipment manufacturing means establishments that produce equipment for transporting people and goods.

Two-family means a building (duplex) located on a lot or building site that is unoccupied by any other principal structure, and which provides independent living facilities for occupancy by two families such that the two dwelling units are placed adjacent to one another with structural parts touching.

Utility or *utilities* means establishments engaged in the provision of the following utility services: electric power, natural gas, steam supply, water supply sewage removal and telecommunications services. Specific activities associated with the utility services provided by utilities include the following:

1. Electric power includes generation, transmission, and distribution;
2. Natural gas includes distribution;
3. Steam supply includes provision and/or distribution;
4. Water supply includes treatment and distribution
5. Sewage removal includes collection, treatment, and disposal of waste through sewer systems and sewage treatment facilities; and
6. Telecommunications includes the transmission of signs, signals, messages, words, writings, images and sounds or information of any nature by wire, radio, optical or other electromagnetic systems.

Utility pole means a long, slender, generally vertical and usually cylindrical object, other than a telecommunications tower, that is or may be used in whole or in part by a public or private utility for wireline, wireless or optical telecommunications, electrical distribution, lighting, traffic control, signage or similar functions.

Vehicle/equipment sales, rental, and service means establishments primarily engaged in the sale or rental of personal or commercial vehicles and equipment and which includes incidental maintenance and repair facilities; and establishments that sell, install, and service vehicle equipment and parts, including body repairs and painting.

Warehousing and storage means establishments engaged in operating warehousing and storage facilities for general merchandise, refrigerated goods, and other warehouse products. These industries do not sell the goods they handle but can provide logistical services related to the distribution of goods.

Waste management and remediation services means establishments engaged in the collection, treatment, and disposal of waster materials, including the local hauling of waster materials; operating materials recovery facilities; providing remediation services; and providing septic pumping and other miscellaneous waste management services.

Wholesale trade means establishments engaged in wholesaling merchandise, generally without transformation, and rendering services incidental to the sale of merchandise. Wholesalers are organized to sell or arrange the purchase or sale of:

1. Goods for resale;
2. Capital or durable nonconsumer goods;
3. Raw and intermediate materials and supplies used in production.

Wood product manufacturing means establishments that manufacture wood products such as lumber, plywood, veneers, wood containers, wood flooring, wood trusses, manufactured homes, and prefabricated wood buildings. The term includes sawing, planing, shaping, laminating, and assembling of wood products starting from logs that are cut into bolts, or lumber that then may be further cut, or shaped by lathes or other shaping tools.

SECTION 3: That Stillwater City Code, Chapter 23, "Land Development Code", Article VI, "Land Use Classifications", Division 3, "Residential Districts", Section 23-140, "RMI (Multi-Family Intermediate) District", be amended as follows:

Sec. 23-140. - RMI (Multi-Family Intermediate) District.

a) *Permitted uses.* The following uses are permitted in the RMI Multi-Family Intermediate District:
   1) Boarding house/rooming house.
   2) Churches and religious institutions.
   3) Free-standing self service facilities.
   4) Multiple-family with a maximum gross density of 30 units per acre.
   5) Parking lot/garages.

6) Townhome.
7) Two-family (duplex).
~~7)~~8) Fraternity or sorority house

b) Specific use permit. The following uses are permitted by specific use permit in the RMI district:
1) Accommodation.
2) Child and adult care services.
3) Educational institutions.
4) Health care and social assistance.
5) Personal and laundry services.
6) Telecommunications tower.

c) Lot size requirements. The lot size requirements in the RMI district are as follows:
1) Minimum lot area: 15,000 square feet.
2) Minimum lot width: 75 feet.
3) Minimum lot depth: 130 feet.

d) Bulk regulations. Bulk regulation requirements in the RMI district are as follows:
1) The maximum structure height as measured from the finished floor elevation of the first floor to the highest point of the roof: 50 feet.
2) Setbacks. The following are the minimum required setbacks in the RMI district:
a) Minimum front yard:
(1) 20 feet from all property boundaries abutting a right-of-way or road/access easement.
(2) 10 feet from all property boundaries abutting an alley.
b) Minimum side yard:
(1) Residential structures: Five feet.
(2) All other permitted and specific use permit uses: 25 feet.
c) Minimum rear yard: 20 feet.
3) Maximum lot coverage: 40 percent.

e) Exceptions. The following are the exceptions in the RMI district.
1) For all structures, the minimum side yard for this district shall be increased an additional three feet for each adjacent story above the first story.
2) Townhomes are exempt from the lot size and lot coverage requirements; any exterior building(s) shall have a minimum side setback of eight feet.
3) Residential structures not divided into dwelling units shall have densities determined as:
~~a) Each two sleeping rooms for single or double occupancy shall be deemed to constitute one dwelling unit; and~~
~~b)~~a) Each four beds~~, in sleeping rooms that contain beds for more than two persons,~~ shall be deemed to constitute one dwelling unit.
4) More than one principal residential structure may be located on a lot.
5) A structure being built for a fraternity or sorority house shall be built to have a residential appearance, which shall include:
a) Front porch
b) Street facing facades shall be constructed of masonry material (which can include brick, cast stone, stone, EIFS (Exterior Insulation Finishing Systems), and stucco) at least 50 percent of which shall be brick or stone
c) A landscape plan shall be submitted, which meets the requirements of 23-230 (f).
6) All fraternity and sorority houses shall have a maximum height of 2 stories for any portion of a structure that is within 30 feet of a single-family residential zoning district or use.

~~(Ord. No. 3180, § 5, 5-21-2012; Ord. No. 3216, § 2, 12-6-2012; Ord. No. 3221, § 11, 2-21-2013)~~

SECTION 4: That Stillwater City Code, Chapter 23, "Land Development Code", Article VI, "Land Use Classifications", Division 3, "Residential Districts", Section 23-141, "RMU (Multi-Family Urban) District", be amended as follows:

Sec. 23-141. - RMU (Multi-Family Urban) District.

a) *Permitted uses.* The following uses will be permitted by right in the RMU Multi-Family Urban District:
   1) Boarding house/rooming house.
   2) Churches and religious institutions.
   3) Free-standing self service facilities.
   4) Mixed-use.
   5) Multiple-family with a maximum gross density of 50 units per acre.
   6) Parking lot/garages.
   ~~6)~~7) Fraternity or sorority house

b) *Specific use permit.* The following uses are permitted by specific use permit in the RMU district:
   1) Accommodation.
   2) Child and adult care services.
   3) Educational institutions.
   4) Personal and laundry services.
   5) Telecommunications tower.

c) *Lot size requirements.* Lot size requirements in the RMU district are as follows:
   1) Minimum lot area: 10,000 square feet.
   2) Minimum lot width: 60 feet.
   3) Minimum lot depth: 130 feet.

d) *Bulk regulations.* Bulk regulation requirements in the RMU district are as follows:
   1) The maximum structure height as measured from the finished floor elevation of the first floor to the highest point of the roof: 50 feet.
   2) Setbacks. The following are the minimum required setbacks in the RMU district:
      a) Minimum front yard:
         (1) 20 feet from all property boundaries abutting a right-of-way or road/access easement.
         (2) 10 feet from all property boundaries abutting an alley.
      b) Minimum side yard:
         (1) Residential structures: 15 feet.
         ~~(1)~~(2) Fraternity or sorority houses: When a side yard has a common boundary with property in any single-family residential district or use, the minimum setback is 15 feet. When a side yard has a common boundary with property in any other district or use, the minimum setback is 5 feet.
         ~~(2)~~(3) All other permitted and specific use permit uses: 25 feet.
      c) Minimum rear yard: 30 feet.
   3) Maximum lot coverage: 60 percent.

e) *Exceptions.* The following are the exceptions in the RMU district:
   1) For all structures, the minimum side yard for this district shall be increased an additional three feet for each adjacent story above the first story.
   2) Townhomes are exempt from the lot size and lot coverage requirements; any exterior building(s) shall have a minimum side setback of eight feet.
   3) Residential structures not divided into dwelling units shall have densities determined as:

~~a) Each two sleeping rooms for single or double occupancy shall be deemed to constitute one dwelling unit; and~~

~~b)~~a) Each four beds~~, in sleeping rooms that contain beds for more than two persons,~~ shall be deemed to constitute one dwelling unit.

4) More than one principal residential structure may be located on a lot.

5) A structure being built for a fraternity or sorority house shall be built to have a residential appearance, which shall include:
   a) Front porch
   b) Street facing facades shall be constructed of masonry material (which can include brick, cast stone, stone, EIFS (Exterior Insulation Finishing Systems), and stucco) at least 50 percent of which shall be brick or stone
   c) A landscape plan shall be submitted, which meets the requirements of 23-230 (f).

6) All fraternity and sorority houses shall have a maximum height of 2 stories for any portion of a structure that is within 30 feet of a single-family residential zoning district or use.

SECTION 5: That Stillwater City Code, Chapter 23, Land Development Code, Article VI, Land Use Classifications, Division 3, Residential Districts, Section 23-230, Generally, be amended as follows:

Sec. 23-230. - Generally.

a) *Purpose and intent*. These regulations have been adopted for the purpose and intent of:
   1) Ensuring minimal conflict between placement of trees and other landscaping, and both overhead and underground utility lines;
   2) Providing for landscaping and trees to shade buildings and paved surfaces and to reduce the amount of runoff, erosion, reflected heat, air pollution, wind, and noise:
   3) Improving the attractiveness of the city as a place for economic growth and the general safety of developments; and
   4) Providing screening between incompatible land uses.

b) *Tree classification*. The planning commission shall establish classifications of trees by category of small, medium, and large based on growth characteristics for the purpose of implementing this chapter.

c) *General planting and maintenance standards*. The following requirements set forth in this section are applicable to trees on both public and private property:
   1) The requirements for tree and other landscape material locations are:
      a) Except for areas zoned CB, or in the case of P districts located immediately adjacent to a CB district, trees shall be planted no closer to any public curb or sidewalk than three feet for small trees, four feet for medium trees, and five feet for large trees;
      b) Except for areas zoned CB, or in the case of P districts located immediately adjacent to a CB district, landscaping and trees shall be planted to maintain clear vision at intersections;
      c) Trees planted in the public right-of-way must be of a type which will grow tall enough so that they will not block vision of drivers to see other traffic, pedestrians, signage and traffic control devices;
      d) Landscape material shall be planted in such a way as to not obstruct access to a fire hydrant, utility meters or utility poles;
      e) Only those trees listed as small trees may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet

of any underground water, sewer, electric, telephone, cable or natural gas line. Any tree which is planted within a dedicated easement will be subject to damage, pruning and removal, as necessary, to allow full utilization of the easement and maintenance of utilities contained therein;

f) Plant materials being planted to meet landscape requirements of this chapter should be planted during the spring or fall months to improve chances of survival. If all other requirements are met, a certificate of occupancy will be issued for properties which are developed during the other times of the year without the landscape materials being installed, provided, however, that the plant materials must be planted within the first planting season to following completion of construction; and

2) The following shall be observed in the care of existing trees:

a) The city shall have the right to prune, spray, or partially remove trees or shrubs that have originated within or have grown into public rights-of-way, public properties or public easements as may be necessary to protect persons and property, to provide access to public utilities, to provide needed clearances from public utility infrastructure, and to maintain visibility of traffic signals and traffic warning or directional signs. Franchised utilities operating within utility easements shall have the same rights to provide clearance and access to their equipment that is installed within dedicated easements. Whether the work is to be done by the city or a franchised utility, a property owner shall be notified by posted written notice three days prior to work on a tree located on their property or the adjacent street right-of-way, when the trimming involves removing any branch greater than 1½ inches diameter or more than five branches of less than one-half-inch diameter. Persons receiving notice under this section may appeal to the city manager provided that such appeal is taken within three days of posting said notice.

b) When plant material is causing an immediate public safety threat or preventing access to a utility that is in imminent danger or is failing, the tree of shrub, or any portion thereof, may be removed to eliminate the immediate threat for emergency and/or public safety purposes without notification to property owners. When such emergency work has been carried out, property owners shall be notified of the work that was done by posted written notice. In the case of major ice storms, tornadoes or other natural disasters, posted written notice will not be left.

c) If development plans include preservation of existing trees or other vegetation on site during construction, the building permit plans shall specify the method to be used to protect the trees or vegetation.

d) When, on the basis of citizen complaint or observation by the city manager, the city manager determines that a tree poses a safety threat to persons in public ways or adjacent private or public property, the city manager may order the tree, or any portion thereof, to be removed. When the city manager orders removal of a tree on private property, the owner of the property shall be given ten days' written notice to remove the tree. If the tree has not been removed in the specified time, the city shall proceed to have the tree removed and bill the property owner the cost of removal. A lien shall also be placed on the property to recover the cost of tree removal. For the purposes of this chapter, removal shall mean cutting the tree off at ground level. The property owner may appeal the decision to trim or remove the tree to the board of adjustment; provided that such

appeal is taken within ten days from the date of notification by the city forester. If such an appeal is made, action to remove the tree shall be stayed until a decision is reached by the board of adjustment.

e) For purposes of this section, time periods are exclusive of weekends and legal holidays.

d) *Multiple-family, commercial, and industrial park landscape requirements*. Multiple-family uses shall be considered more than four dwelling units per lot. All new construction, expansion or redevelopment within the city for multiple-family, commercial and industrial park uses, except in the CB zoning district, shall include the provision of landscape areas to provide for the planting of trees and other landscape materials. In all cases, property within this category, including in the CB zoning district, not being used for a structure, parking space, driving aisle, open display area, sidewalk or outdoor storage area shall be maintained as landscape area. Designated or approved landscape areas shall not be used for display or storage of goods or materials.

1) The actual minimum landscape area requirements for a development shall depend on the size of the associated parking area. For parking areas containing between six and 20 parking spaces, inclusive, the only landscape area required shall be the parking area setback requirement. For parking areas of more than 20 spaces, the required landscape area shall be equal to at least nine percent of the developed portion of the lot. Except as follows, the developed portion of the lot shall be considered the entire piece of property being developed:
    a) The developed portion of the lot shall not include detention or compensatory storage areas when detention and/or compensatory storage requirements are met off of the parking surface.
    b) When only a portion of a piece of property is being developed, that portion not being developed shall be so designated on the site plan and will not be included in the development area.
    c) Property beyond any normal setback requirements which lies within a 100-year floodplain, or other drainage channels, and which will not be functioning as part of the detention or compensatory requirements of the site, may be designated, in whole or in part, as part of the developed area by the applicant provided that a sufficient amount of landscape area is distributed across the entire site. Because each site will be different, it will be up to the applicant and staff to agree on what is sufficient in a given case. In general, staff will be looking to see that the intent of this chapter is being met and that landscaping will not be concentrated away from public portions of the site. When an agreement cannot be reached, the planning commission shall make the final determination.
2) Landscaping areas within the occupant, customer and/or employee parking area of a development, shall be located in such a way as to meet the requirements set forth in this subsection. The following requirements do not apply to areas designated for open display:
    a) Landscape areas shall be located so that at least 60 percent of the trees planted to meet the point requirements on the site can be located within ten feet of the paved parking area.
    b) When a parking area is to provide parking for more than 100 vehicles, landscape islands shall be provided at the ends of the rows of parking to separate the parked vehicles from an adjacent driving aisle.
    c) Landscape areas shall be placed so that at least a portion of every parking space is within 59 feet of the parking area setback area or another landscape area meeting the minimum area requirement. The

distance a parking space may be from a landscape area may be increased by one foot for each additional 30 square feet of area contained within a landscape area which is surrounded on all sides by paved parking area; provided, however, that in no case shall the distance between a parking space and a landscape area exceed 80 feet.

3) Landscape area size requirements are described as follows:
    a) The width of parking lot landscape areas shall be measured exclusive of any curbing or bumper blocks.
    b) The standard, minimum width of a landscape area shall be four feet. At the end of a row of 90-degree parking spaces that are next to a setback area, the setback area may be reduced to two feet to facilitate backing out from a parking space. Also, specific points of other landscape areas may be reduced to as narrow as two feet to meet design requirements. Landscape areas placed parallel to a parking space, or at the end of a row of parking spaces shall be no less than two feet shorter than the paved length of the parking stall. Except for the buffer strip areas, landscape areas that have bumper overhang shall have a minimum of four feet of width in addition to the bumper overhang.
    c) A landscape area placed parallel to a parking space, or at the end of a row of parking, shall be a minimum of 80 square feet, if one parking stall in length, and 165 square feet if two stalls in length. Any other landscape areas shall be a minimum of 80 square feet in size.
4) To provide flexibility in designing the best landscape plan for each site, no specific materials or locations are required for landscaping by these regulations.
    a) Developments shall include landscape material from the following list, in any combination, such that the total points received for the development equal at least 50 points per 100 square feet in all areas:
        1. Berms, minimum 30 inches tall earn five points per ten linear feet.
        2. Turf shall earn ten points per 100 square feet.
        3. Vegetative ground cover (other than natural turf or sod) shall earn 25 points per 100 square feet of cover.
        4. Small shrubs (mature height of four feet) shall earn 25 points each.
        5. Large shrubs (mature height over four feet) shall earn 75 points each.
        6. Trees of one-inch caliper or greater at the time of planting which are classified as follows:
            i. Small trees earn 100 points;
            ii. Medium trees earn 150 points and shall be designated by a scaled 20-foot diameter circle;
            iii. Large trees earn 200 points and shall be designated by a scaled 35-foot diameter circle;
            iv. Evergreen trees shall be designated by a scaled 20-foot diameter circle.
        7. Preservation of existing trees will earn the same base points as new trees based on the size classification of tree. For trees over four-inch caliper, an additional 20 points will be awarded for each inch of caliper over four, up to double the point value of the tree. (For example: saving a tree which is classified in the large tree category will earn 200 points; if the tree measures to be eight-inch caliper, an additional 80 points will be awarded.) The diameter of the tree shall be measured at 4½ feet above the ground.

8. Any plant materials installed to meet the requirements of this chapter which die, or are otherwise removed, must be replaced with plant materials which will earn at least the same number of points. If the replacement materials are to be located more than 20 feet from where the previous materials had been, a revised landscape plan shall be submitted to the city planner for administrative review and approval.

b) Site plan designation. Site plans shall be labeled with the number of square feet contained within each landscape area. The landscaping shown on site plans shall specify the vegetation according to the categories listed below. Symbols shall be used to identify planting sites for landscape materials as designated below, and standard sizes shall be used for trees. Landscaping in addition to that shown on the site plan is encouraged and will not be a violation of the site plan. The required site plan designations shall be:

1. "Berm," and the contour thereof at 30 inches of height;
2. "TF" for turf;
3. "GC" for vegetative ground covers;
4. "SS" for small shrubs;
5. "LS" for large shrubs;
6. "ST" for a small tree;
7. "MT" for a medium tree;
8. "LT" for a large tree; and
9. "EV" for evergreen trees.

5) Plans submitted for building permits for these developments shall include the information required by this section in sufficient detail to evaluate compliance with these regulations. For those developments which require city council site plan approval prior to the issuance of a building permit, a conceptual landscape plan shall be included with the site plan. The minimum requirements for this conceptual landscape plan include:

a) The location of all landscape area;
b) The calculations showing compliance with the minimum landscape area requirements and what the minimum point requirements are for plan material;
c) An illustration of the concept which will be used in placement of landscape materials by area across the site (i.e., the approximate number and size as well as the general location of trees, shrubs, and ground covers); and
d) Existing trees which will be preserved.

In approving any site plan ~~reviewed by~~ the planning commission and/or city council~~, they~~ may reserve the right to review the final landscape plan prior to the issuance of a building permit.

e) *Visual barriers and transitional yards.* Visual barriers and/or transitional yards are to be provided as required in this subsection to help separate more intense land uses from less intense ones, and to screen some uses from view. The visual barrier may have openings of reasonable length to accommodate driveways and walkways.

1) Certain districts of more intense use are to have visual barriers installed when they abut districts of less intense use.

a) In such cases, visual barriers are not required when parking lots abut one another, no matter what zoning district.

b) When the office district abuts an RSS, RSL, RT or RM district, a visual barrier is required on the property zoned office district.
c) When CS, CB, CG, IL or IG district abuts an RSS, RSL, RMH, RT or RM district, a visual barrier is required on the property zoned CS, CB, CG, IL or IG district.
d) Separation of properties by an alley, right-of-way or road easement does not exempt such properties from these requirements.

2) Wherever any provision of his chapter requires the construction and maintenance of a visual barrier or transitional yard as a condition for initiating and subsequently continuing any use, such barrier or yard shall be constructed and maintained on the lot containing or proposed to contain such use, in accordance with the provisions of this section. When the area required to have a visual barrier is within a utility easement, the visual barrier shall be constructed as required in this subsection. When located within a dedicated easement, the materials used to construct the visual barriers may be removed without liability for replacement by a public utility, or private contractor representing a public utility, to gain access for the installation, removal, extension or repair of utility lines and equipment. Such barriers and yards shall also make provision for easy access to meters, transformers, junction boxes, and other utility equipment commonly found in utility easements. Visual barriers shall not impede access to dumpsters and access by emergency personnel. Locations and situations where visual barriers or transitional yards are required include the following:
    a) As may be required as a condition of approval of a site plan for a specific use or planned unit development;
    b) Along the frontage of a principal or minor arterial street where there is open storage of equipment, machinery, materials, products, supplies, vehicles or work in progress which is not otherwise screened from the street by building, except for temporary uses, and except for the display and sale or rental of operable motor vehicles, recreational vehicles, trailers, mobile homes, boats, aircraft, construction equipment and farm machinery in the districts where permitted; and
    c) Along certain portions of district boundaries, provided also that where a lot falls within the provisions of this subsection, no part of such lot that is within 100 feet of the abutting property shall be developed, used, or subsequently maintained for any use that is not a use of right in the district in which the abutting property is located or in an RM district, unless and until there is provided on such lot a visual barrier meeting the requirements of this section.
3) The purpose of visual barriers and transitional yards is to provide separation between uses and screen potentially unsightly areas. These goals can be met in a variety of ways described as follows:
    a) When a visual barrier is required for the purpose of screening outdoor storage areas, the provided barrier shall be at least 80 percent opaque, and not less than six feet high above the highest point within ten feet of either side of the property line, exclusive of any earth berms created to satisfy this requirement.
    b) When a visual barrier or transitional yard is required to provide separation between land uses, the design of the barrier or yard shall follow the guidelines set forth in this subsection. The type of materials used to provide the visual barrier will vary depending upon the width of the transitional yard.

1. A yard width up to five feet shall require a visual barrier that is at least 75 percent opaque up to four feet, and 60 percent opaque between four and six feet above the height of the highest point within ten feet of either side of the property line, exclusive of any earth berms created to satisfy this requirement.
2. A yard width over five feet and up to ten feet wide shall require a visual barrier that is at least 70 percent opaque up to three feet, and 50 percent opaque between three and six feet tall above the height of the highest point within ten feet of either side of the property line, exclusive of any earth berms created to satisfy this requirement.
3. A yard width over ten feet shall require a visual barrier that is at least 70 percent opaque up to three feet, and 40 percent opaque up to five feet tall above the height of the highest point within ten feet of either side of the property line, exclusive of any earth berms created to satisfy this requirement.

c) Visual barriers may consist of any combination of earth berms, shrubs, trees, fences, and other natural and decorative man made materials. Where vegetation is used to provide the visual barrier it shall immediately provide at least 50 percent of the required screening and will be given two years from the date of installation to achieve the height and coverage designated for the given screen or transitional yard. When vegetation is proposed to provide the required visual barrier, the plans for the development shall specify the types of plant material to be used in order to evaluate whether or not the proposed plant material can meet the screening requirement.

d) All properties within the city shall be required to meet these requirements within one year of April 15, 2008.

f) *Fraternity or Sorority House.* A landscape plan with at least one (1) tree and ten (10) shrubs per 30 feet of lineal frontage

1) Corner lots shall provide landscaping for the primary front yard only. ~~, which is the front that the property is addressed from.~~

~~4)~~2) The landscaping shall be a minimum requirement for the lot, which can be ~~clumped~~ grouped or spread throughout the parcel.

SECTION ~~62~~: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION ~~73~~: SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

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

_____

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

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

_____
KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 2/09/2026
Second Reading: 2/23/2026

ORDINANCE NO. 3592

AN ORDINANCE AMENDING THE STILLWATER CITY CODE BY CREATING A NEW CHAPTER 30, MUNICIPAL CODE LIEN ENFORCEMENT; CREATING SECTION 30-1, ADOPTION OF THE MUNICIPAL CODE LIEN ENFORCEMENT ACT OF 2025; CREATING SECTION 30-2, DEFINITIONS; CREATING SECTION 30-3, CODE VIOLATION FEES AND COSTS ENFORCED IN REM; OWNER-OCCUPIED PROPERTY EXCEPTION; PRIORITY; CREATING SECTION 30-4, IN REM FORECLOSURE OF MUNICIPAL CODE LIENS; CREATING 30-5, CODE ENFORCEMENT; IDENTIFICATION OF PROPERTIES; PETITION; NOTICE; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

(*AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING*)

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

SECTION 1: That the Stillwater City Code be amended by creating a new Chapter 30, Municipal Code Lien Enforcement, to be read as follows:

CHAPTER 30. MUNICIPAL CODE LIEN ENFORCEMENT

Sec. 30-1. Adoption of the Municipal Code Lien Enforcement Act of 2025.

The provisions of the Municipal Code Lien Enforcement Act of 2025, 11 O.S. § 22-140 et seq., are hereby adopted by the City of Stillwater, Oklahoma for the collection of municipal code liens as to real property, other than owner-occupied property, in the City of Stillwater.

Sec. 30-2. Definitions.

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code enforcement director means an employee of a municipality who is tasked by the municipal governing body with the enforcement of state law or local ordinances related to the condition of real property within the jurisdiction of the municipality.

Interested party means:

(a) The person who last appears as owner of the real property in the county records,
(b) The current mortgagee of record of the property or assignee of record of the mortgagee,
(c) The current holder of a beneficial interest in a deed of trust recorded against the real property,
(d) A tax certificate holder, or
(e) Any party having an interest in the real property, or in any part thereof, legal or equitable, in severalty or as tenant in common, whose identity and address are reasonably ascertainable from the records of the municipality or records maintained in the county records or as revealed by a full title search, consisting of fifty (50) years or more.

An interested party shall not include the holder of the benefit of an easement which burdens the real property, the holder of the benefit or burden of a real covenant which burdens the real property, or the holder of the benefit of a utility easement which burdens the real property.

Minimum bid price means the price that equals the redemption amount.

Municipal code lien means any lien that has been levied against real property by a municipality that is the result of the nonpayment of any fine, penalty, abatement cost, or enforcement cost incurred by a municipality related to the enforcement of state or local housing and building codes. Such lien shall include only those liens which arise out of a failure to comply with any law of the State of Oklahoma, or from the failure to comply with a municipality's ordinances or resolutions.

A municipal code lien shall not include any lien that has previously been certified to the tax collector of the county for inclusion on the property tax bill associated with the real property.

Municipal code lien payoff means the principal amount of a municipal code lien, interest accrued at the rate of seven and one-half percent (7.5%) per annum from the date the municipal code lien was filed in the office of the county clerk, any fees or costs incurred in the collection of such a lien under this Chapter including, without limitations, the cost of title examinations and publication notices, and any other penalties allowable under either the laws of the State of Oklahoma or under an ordinance or resolution of the City of Stillwater.

Owner-occupied means real property that is lawfully occupied as a principal residence that is any of the following:

(a) A homestead as described in Section 2888 of Title 68 of the Oklahoma Statutes,
(b) Exempt from ad valorem taxation under Sections 2904 through 2911 of Title 68 of the Oklahoma Statutes, and
(c) Eligible for the designation listed in subparagraph (a) or (b) or this paragraph, but which has not yet been granted such designation and which is lawfully occupied by the family of a deceased individual.

Redemption amount means the sum of:

(a) The full amount of the municipal code lien payoff for each municipal code lien on which the municipality is seeking to foreclose under this Chapter, and
(b) Any tax payoff that may be applicable to the property on which the municipality is seeking to foreclose under this Chapter.

Taxes means those taxes assessed against the real property by either the State of Oklahoma, the county in which the real property is situated, or the municipality that are delinquent as of the date a proceeding under this Chapter is commenced or at any time before final resolution of the same, and shall also include any taxes assessed against real property that are unpaid from any previous year and any amounts required for redemption. As provided in Section 3103 of Title 68 of the Oklahoma Statutes, a lien for taxes shall be superior to all other liens, including municipal code liens.

Tax certificate holder means any of the following:

(a) A tax sale purchaser who holds a certificate of purchase,
(b) The state, where it has accepted and recorded a certificate of purchase obtained at a tax sale,
(c) Any party to which a certificate of purchase obtained at a tax sale has been assigned, or
(d) The purchaser or assignee of a tax lien certificate.

Tax payoff means all amounts necessary to satisfy any claims for delinquent taxes assessed against the real property on which the municipality is seeking foreclosure under this Chapter. Those amounts shall include:

(a) If the taxes associated with the property are delinquent, but the property has not yet been sold for taxes, the full amount of delinquent taxes, costs, fees, and charges due to the county tax collector,
(b) If the property has been sold for taxes to either the state or to a party other than the state, those amounts required for redemption, except for when a municipality is the prevailing bidder, the tax payoff amount shall be the lesser of these amounts, and
(c) If a tax lien has been sold by a county, the amount required for redemption.

Sec. 30-3. Code violation fees and costs enforced in rem; Owner-occupied property exception; Priority.

(a) Notwithstanding any law to the contrary, any fees, penalties, and abatement costs imposed against property other than owner-occupied real property for violations of state or local housing and building codes adopted pursuant to the statutes of the State of Oklahoma may be enforced in rem as a lien in accordance with this Chapter; provided, however, such enforcement shall not commence until the cumulative amount of fees, penalties, and abatement costs outstanding equals or exceed $1,500.00.

(b) The provisions of this Chapter do not apply to owner-occupied property as defined in this Chapter.

(c) Every municipal code lien, as defined in this Chapter, shall be superior to all other liens, except those liens for taxes described or referenced in Section 3103 of Title 68 of the Oklahoma Statutes

Sec. 30-4. In rem foreclosures of municipal code liens.

The City of Stillwater may proceed with judicial in rem foreclosures of municipal code liens in accordance with the provisions this Chapter by enactment of an ordinance or resolution of the Stillwater City Council and shall utilize the judicial in rem proceedings as the sole remedy for the enforcement of municipal code liens through the sale of real property.

Sec. 30-5. Code enforcement; Identification of properties; Petition; Notice

(a) After the municipal code lien has been recorded with the office of county clerk in which the real property is located, the Code Enforcement Director may identify those properties on which to commence judicial in rem foreclosure in accordance with state law and this Chapter except that those properties that the Code Enforcement Director has identified as owner-occupied shall not be subject to judicial in rem foreclosure under this Chapter. The Code Enforcement Director shall not file a petition for judicial in rem foreclosure in accordance with this Chapter for a period of six (6) months following the date upon which the municipal code lien is recorded in the office of the county clerk. A petition for judicial in rem foreclosure may include any other municipal code lien that has been filed prior to the date the petition is filed. After enforcement proceedings have commenced in accordance with this Chapter, the enforcement proceedings may be amended to include any subsequently arising municipal code liens and, if applicable, any and all taxes as defined in this Chapter.

(b) If the property on which the City of Stillwater is seeking to foreclose is subject to taxes as defined herein, then, at least sixty (60) days prior to the filing of the petition, the Code Enforcement Director shall notify all other taxing agencies within the jurisdiction of the City of Stillwater and the State of Oklahoma of the Code Enforcement Director's intention to file a petition for judicial in rem foreclosure of the real property on which a municipal code lien exists.

(c) In the name of the City of Stillwater, the Code Enforcement Director shall, in the appropriate lis pendens record in the office of the county clerk of the county in which the real property is located, file a notice of intent to file a judicial in rem foreclosure action. The notice shall include a legal description of the property, street address of the property if available, a statement that the property is subject to judicial in rem foreclosure proceedings under this Chapter, and a statement that those proceedings may extinguish any legal interests in the property.

(d) Simultaneous with the filing of its notice of intent to file a judicial in rem foreclosure action, the Code Enforcement Director, in the name of the City of Stillwater, shall file a petition with the clerk of the district court for the district in which the real property is located.

(e) The petition shall be filed against the real property against which the municipal code lien has been recorded and shall provide all of the following:

1. Identify the City of Stillwater and the name and address of the code enforcement director;
2. The real property address;
3. A description of the real property;
4. The tax identification number of the real property;
5. The municipal code lien which is being foreclosed;
6. The principal amount of the municipal code lien together with applicable interest and penalties;
7. The principal amount of any additional municipal code liens together with applicable interest and penalties in accordance with this section, if any;
8. The year or years for which the taxes are delinquent, if any;
9. The principal amount of the taxes together with interest and penalties, if any;
10. A statement that upon final sale in accordance with this Chapter and payment of the amount due for taxes, if applicable, an interested party's rights of redemption shall be extinguished; and
11. The names and addresses of all interested parties to whom copies of the petition are to be sent in accordance with Subsection (f) of this section.

(f) The City of Stillwater shall mail copies of the petition by both certified mail, return receipt requested, and by regular mail to all interested parties whose identities and addresses are reasonably ascertainable. Copies of the petition shall also be mailed by first-class mail to the real property address to the attention of the occupants of the property, if any. In addition, notice shall be physically posted on the real property and shall include the following statement: "THIS PROPERTY IS SUBJECT TO A JUDICIAL IN REM FORECLOSURE ACTION AND MAY BE TRANSFERRED TO THE CITY OF STILLWATER OR ANOTHER PARTY. PERSONS WITH INFORMATION REGARDING THE CURRENT OWNER OF THE PROPERTY ARE REQUESTED TO CONTACT THE CITY OF STILLWATER."

(g) Within thirty (30) days of the filing of the petition, the City of Stillwater shall cause notice of the filing of the petition to be published each week for three (3) consecutive weeks in a newspaper of general circulation in the county in which the property is located. Such notice shall specify:

1. The name and address of the code enforcement director;
2. The real property address;
3. A description of the real property;
4. The tax identification number of the real property;
5. Any applicable municipal code lien which is being foreclosed upon;
6. The principal amount of any municipal code lien together with interest and penalties;
7. The applicable period of tax delinquency, if any;
8. The principal amount of taxes, if any;
9. That upon deposit with the appropriate parties by the court of the tax payoff amount, if any, any and all rights of redemption accorded to interested parties are extinguished; and
10. The date and place of the filing of the petition.

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

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

Passed, approved, and adopted this 23rd day of February, 2026.

_____
William H. Joyce, Mayor

(Seal)

Attest:

_____
Teresa Kadavy, City Clerk

Approved as to form and legality this 23rd day of February, 2026.

_____
Kimberly Carnley, City Attorney

First Reading: 02/09/2026
Second Reading: 02/23/2026