



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
 MARCH 9, 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.	SPD Citizen Academy	
b.	Sunshine Week Proclamation	
c.	Our Daily Bread Presentation	Rachael Condley

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 23, 2026 regular and executive session meeting minutes.	
b.	Approve Memo to set the public hearing date for April 20, 2026 for the closing of a previously unclosed portion of a general utility easement on property located at 410 W. Franklin Avenue as required by City Code 23-60(b).	Henry Bibelheimer
c.	Approve Memo to set the public hearing date for April 20, 2026 for the closing of a utility easement on property located at 410	Henry Bibelheimer

	W. Franklin Avenue as required by City Code 23-60(b).		
d.	Approve budget amendments reflecting increased reimbursement revenue of \$15,150 and appropriate expenditures of \$15,150 related to the Home Buyers Assistance Program.		Jared Thulin
e.	Approve budget amendments reflecting increased revenue and expenditure appropriations of \$500,000 related to the Amendment to the Air Service Guarantee Participation Agreement with Oklahoma State University for the air service period of March 1, 2024 - February 28, 2026.		Christy Cluck
f.	Approve the Air Service Guarantee Participation Agreement with Oklahoma State University for the air service period of March 1, 2026 - February 29, 2028 and related budget amendment.		Kellie Reed
g.	Approve the Air Service Agreement with American Airlines for the air service period of March 1, 2026 - February 29, 2028 and related budget amendment.	CC-26-34	Kellie Reed
h.	Acceptance of a Final Plat for Fern Street Cottages on property addressed as 505 E 18th Avenue.	CC-26-35	Henry Bibelheimer
i.	Acceptance of water, sewer, and storm sewer improvements for the Fern Street Cottages development.	CC-26-36	Joshua Brown
j.	Acceptance of an electric easement and a pedestrian easement for a new residential development at 807 W. 7th Avenue.	CC-26-37	Joshua Brown
k.	Approve the attached budget amendment in the amount of \$62,800 to appropriate funds for a new pickup chassis and upfitting equipment.	CC-26-38	Duane Helmberger
l.	Approve the award of contracts by CMAR, Lippert Brother, Inc., for Project Work Package #7 (Passenger Boarding Bridge Apron Support and Potable Water Cabinet) for the Stillwater Regional Airport Terminal and Improvements Project; Approve Amendment No. 7 to the CMAR Agreement which includes a partial conversion to	CC-26-39	Kellie Reed

	<p>guaranteed maximum price in the amount of \$107,535 for the relevant portion of work identified as Project Work Package #7; and authorize the City Manager to sign the Amendment and related exhibits Amended A-1 and C-7.</p>		
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5. Public Comment on Items not Scheduled for Public Hearings

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

6. Items Removed from the Consent Docket

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

7. Public Hearings

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

a.	<p>Receive public comment regarding a request for a Map Amendment to rezone property addressed as 799 W. 12th Avenue from Small Lot Single Family Residential (RSS) & Agriculture (A) to Commercial General (CG).</p>	CC-26-40	Henry Bibelheimer
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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.	<p>ORDINANCE NO. 3598: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 799 W. 12TH AVENUE FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) and AGRICULTURE (A) TO COMMERCIAL GENERAL (CG).</p>
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Second Read

a.	<p>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</p>
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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 a pending investigation, claim or action involving Payne County Rural Water District No. 3. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City to process the claim or conduct a pending investigation, litigation, or proceeding 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 a pending investigation, claim or action involving Payne County Rural Water District No. 3. |
|----|--|

12. Return From Executive Session

- | | |
|----|---|
| a. | Possible action to authorize the City Attorney, or outside counsel to file suit or take any other action deemed necessary and appropriate by counsel to resolve the outstanding utility account balance of Payne County Rural Water District No. 3. |
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13. Adjourn

On March 6, 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
stillwaterok.gov
Together, Investing in Municipal Excellence

WHEREAS, James Madison, the father of our federal Constitution, wrote that “consent of the governed” requires that the people be able to “arm themselves with the power which knowledge gives,” and,

WHEREAS, every citizen in our participatory democracy has an inherent right to access government meetings and public records; and

WHEREAS, an open and accessible government is vital to establishing and maintaining the people’s trust and confidence in their government and in the government’s ability to effectively serve its citizens; and

WHEREAS, the protection of every person’s right to access to public records and government meetings is a priority of the Stillwater City Council; and

WHEREAS, the Stillwater City Council is committed to openness and transparency in all aspects of its operations and sets a high standard in this regard.

WHEREAS, the Stillwater City Council commits to observing Sunshine Week, the anniversary of James Madison’s birth, and will work throughout the year to enhance the public’s access to government records and information, increase information provided electronically and online, and ensure that all meetings of deliberative bodies under its jurisdiction, are noticed and open to the public.

NOW, THEREFORE, I, Amy Dzialowski, Vice Mayor of Stillwater, Oklahoma, do hereby proclaim the week of March 15 through 21, 2026, as Sunshine Week in Stillwater.

AMY DZIALOWSKI, VICE MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED FEBRUARY 20, 2026 AT 11:25 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
FEBRUARY 23, 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. Black History Month Proclamation

Mayor Joyce read the proclamation declaring February 2026 as Black History Month. Karen Washington and Jim Beckstrom accepted the proclamation.

4. CONSENT DOCKET

- 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.
- 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.
- d. Approve a budget amendment to return unused project appropriations for Airport apron rehabilitation to the fund 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.
- f. Approve budget amendments to reflect receipt and appropriation of a donation for wildfire equipment.
- g. Approve the Memorandum of Agreement between the City of Stillwater and FEMA - Integrated Public Alert and Warning System (IPAWS)
- 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.

- 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
- 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.
- k. Award a unit price contract to Ellsworth Construction OKC, LLC for \$1,970,768.56 for FY25 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.

Councilor Clark removed item g. from the Consent Docket.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE THE CONSENT DOCKET MINUS ITEM G.

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

- g. Approve the Memorandum of Agreement between the City of Stillwater and FEMA - Integrated Public Alert and Warning System (IPAWS)

Emergency Management Director Rob Hill stated that 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. This event highlighted limitations in our ability to communicate immediate life-safety messaging at the speed and scale required by a fast-moving wildfire. Mr. Hill reported that 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. He stated that 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 ensuring faster, broader delivery of critical life-safety information when it is needed most. Mr. Hill reported that there will be a one time setup fee of \$1,200.00 to activate this component in the RAVE system.

Mr. Hill answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO APPROVE ITEM G. FROM THE CONSENT DOCKET.

ROLL CALL VOTE: JOYCE-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA, HARDIN-YEA.

NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

7. RESOLUTIONS

- 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.

City Attorney Kimberly Carnley stated that this resolution approves the submission of a grant application for FFY2027 Highway Safety Grant Funds for equipment and personnel overtime expenses for impaired driving enforcement for the Stillwater Police Department. She reported that approval of this resolution authorizes a grant application for \$37,218 for the program and authorizes the Mayor or Vice Mayor to sign related grant documents. Ms. Carnley stated that there is no required cost share.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2026-3 AS PRESENTED.

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

- b. Resolution No. CC-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.

City Attorney Kimberly Carnley stated that this resolution approves the Bookend Hotel Redevelopment Agreement between the City, SEDA and Republic Properties, LLC. This Redevelopment Agreement is in connection with the action SEDA took on January 26, 2026 to approve the Development Assistance Financing to Republic Properties, LLC in an amount not to exceed one million paid in arrears. She reported that approval of this resolution approves the Redevelopment Agreement and authorizes and directs, the Mayor, on advice of Special Counsel, Center for Economic Development Law, to prepare, negotiate, finalize and execute necessary documents to implement and carry out terms of the Redevelopment Agreement.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2026-4 AS PRESENTED.

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

8. ORDINANCES

- a. First Reading

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

City Attorney Kimberly Carnley stated that this ordinance would prohibit the use of dynamic braking (also known as Jake Braking) except for the purpose of avoiding imminent danger or in the case of a wheel brake failure. She stated that passing of this ordinance is the first step in the process of working with the

Oklahoma Department of Transportation to identify areas along State highways that may need signs posted for enforcement.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3593 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. 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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3590 AS PRESENTED.

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

Ordinance No. 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.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3592 AS PRESENTED.

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

9. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:

- 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:

- City Manager Brady Moore asked residents to mark their calendars for the City of Stillwater's annual Trash-Off community clean-up event on Saturday, March 28, from 9 a.m. to 12 p.m. This event empowers volunteers to help keep Stillwater clean. Work gloves, safety vests, and trash bags will be provided, and participants may receive verified community service hours. An award will be presented to the group that collects the most trash. Individuals and groups who

wish to participate must RSVP by March 25. To register, contact Chris Franks at (405) 533-8482 or complete the online RSVP form at stillwaterok.gov/trashoff.

c. Miscellaneous items from the City Council:

- Councilor Hardin 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) online at: stillwaterok.gov/LibraryTaxes, or by calling (405) 372-3633, extension 8103. Appointments are available now through April 7.
 - Councilor Clark announced that with the arrival of wildfire season, City staff want to remind residents that weather conditions in Oklahoma can change quickly and increase fire danger. High wind gusts, low relative humidity, and elevated temperatures can all contribute to rapid fire spread. Before conducting any controlled burn, Staff strongly encourage residents to contact the Stillwater Fire Department. This simple step can help prevent unintended wildfires and protect lives, property, and natural resources. For updates, safety information, and seasonal fire guidance, follow SFD on Facebook and Instagram at S-T-W Fire, or call one of the stations.
 - Councilor Hawkins reported that the City is accepting applications for various committees, including the Board of Drainage Appeals, Stillwater Public Art, Building Trades Board, and more. Committees are essential for development and infrastructure projects within our community. If anyone would like to get involved in their local government and make Stillwater even greater, please consider serving on one or more of these committees.
 - Vice Mayor Dzialowski announced that the Watershed Quality Division is currently hosting its annual Rain Barrel Event, giving residents the opportunity to purchase a rain barrel for conserving water and reducing stormwater runoff. Rain barrels collect and store water from your roof, which can later be used to water lawns and gardens. Orders must be submitted online by April 26, or by April 24 if ordering by mail. The pick-up event will take place on Saturday, May 2, from 9 a.m. to 1 p.m. at the Public Works Facility, located at 707 E. 8th Avenue.
 - Mayor Joyce reminded residents that the annual Mid-South Endurance Race and affiliated events will be March 12-14 this year and will include the half marathon and 50K ultra. The City is excited to welcome all Mid-South visitors and friends and wish the best of luck to participants. There will be road closures in various areas of town during the race, and traffic may be congested at times. We ask that everyone allow additional travel time and keep an eye out for cyclists, runners, and walkers in and near roadways. Many thanks to Bobby and Crystal for organizing this annual event and all the hard work they put into this, and thanks to our City departments for their help, as well.
- i. Discussion about scheduling items for future meetings.

10. QUESTIONS & INQUIRIES

None.

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.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 5:53 P.M.

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

Stillwater City Council meeting recessed at 5:53 p.m. to convene the Stillwater Economic Development Authority meeting.

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

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

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

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.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 7:32 P.M.

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

MOVE BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO APPOINT MAYOR JOYCE AND VICE MAYOR DZIALOWSKI AS COUNCIL REPRESENTATIVES FOR THE JUDICIAL SETTLEMENT CONFERENCE IN THE MATTER OF HOSTERMAN VS. CITY OF STILLWATER, ET AL.

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

13. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE FEBRUARY 23, 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 23, 2026 regular meeting of the Stillwater City Council adjourned at 7:33 p.m.

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

**TERESA KADAVY
CITY CLERK**

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED FEBRUARY 20, 2026 AT 11:25 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
FEBRUARY 23, 2026
6:24 P.M.**

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

- a. Confidential communication 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.

Discussion was held regarding pending 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.

The Executive Session concluded at 7:32 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK

MEMORANDUM

DATE: March 9, 2026
HEARING DATE: April 20, 2026
TO: Stillwater City Council
FROM: Henry Bibelheimer, Senior Planner
SUBJECT: Closing the previously unclosed portion of the general utility, drainage, and pedestrian easement located at 410 W Franklin Avenue.

Staff is requesting a public hearing on the school district's application to close the previously unclosed portion of the general utility, drainage, and pedestrian over the property located at 410 W Franklin Avenue. This property is owned by the school district and is the site of the new Stillwater High School. These easements are:

- General Utility, Drainage, and Pedestrian easement
 - o Book 698, Page 346 - 349
- Utility Easement – Cimarron Plaza Dedication
 - o Book 695, Page 015

Per Stillwater City Code Section 23.60, the City Council must set a date for the consideration of a closing request. The fixed date must be a minimum of 30 days in advance in order for the proper notification to be met. Staff recommends setting the hearing date for April 20th, 2026.

The Stillwater High School Addition Final Plat is scheduled to be heard by City Council on March 23rd, 2026. The final plat is dedicating all easements required for the proposed development.

MEMORANDUM

DATE: March 9, 2026
HEARING DATE: April 20, 2026
TO: Stillwater City Council
FROM: Henry Bibelheimer, Senior Planner
SUBJECT: Closing The Utility Easement, recorded as Book 444, Page 387 located at 410 W Franklin Avenue.

Staff is requesting a public hearing on the school district's application to close the utility easement located at 410 W Franklin Avenue. This property is owned by the school district and is the site of the new Stillwater High School. This easement is:

- General Utility Easement
 - o Book 444 Page 387

Per Stillwater City Code Section 23.60, the City Council must set a date for the consideration of a closing request. The fixed date must be a minimum of 30 days in advance in order for the proper notification to be met. Staff recommends setting the hearing date for April 20th, 2026.

The Stillwater High School Addition Final Plat is scheduled to be heard by City Council on March 23rd, 2026. The final plat is dedicating all easements required for the proposed development.



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: 03/02/2026

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Revenue:
Increase revenue projections to reflect the Amendment to the Air Service Guarantee Participation Agreement entered into on February 5, 2026 with Oklahoma State University.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Reimbursements	1011020 - 48702	\$ 0	\$ 500,000	\$ 500,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Net Change: (will usually result in a total increase or decrease) \$ 500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



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: 03/02/2026

Department: City Manager's Office

Requested by: Christy Cluck

Explanation:

Expenditure:
Increase appropriations to the General Fund contingency account. \$333,333 is reserved to fund the City's obligations under the Air Service Agreement with American Airlines during the period of March 1, 2026-June 30, 2026.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	General Fund Contingency	1011020 - 53067		\$ 15,459	\$ 500,000	\$ 515,459
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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**AMENDMENT TO THE
AIR SERVICE GUARANTEE PARTICIPATION AGREEMENT**

This Amendment to the Air Service Guarantee Participation Agreement is entered into on this 5th day of February, 2026, between the City of Stillwater, a municipal corporation ("Stillwater") and Oklahoma State University, a public land grant university ("OSU"),

Stillwater and OSU do hereby agree that the Air Service Guarantee Participation Agreement dated July 1, 2024 shall be amended as follows:

1. **Section 2. *Limitation on Liability*** shall be amended to reflect that the maximum liability for the revenue guarantee for OSU under the Air Service Agreement is \$1,500,000.00.

All other provisions of the Air Service Guarantee Participation Agreement dated July 1, 2024 shall remain in full force and effect.

For the avoidance of doubt, the parties agree the remaining amount due from OSU to Stillwater at the time of execution of this Amendment is \$500,000.00.

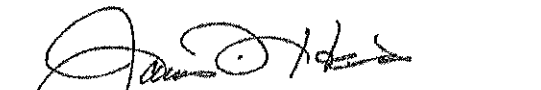
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

CITY OF STILLWATER
a municipal corporation



J. Brady Moore, City Manager

OKLAHOMA STATE UNIVERSITY



James D. Hess, President

AIR SERVICE GUARANTEE PARTICIPATION AGREEMENT

This agreement is entered into on this 9th day of February, 2026, between the City of Stillwater, a municipal corporation ("Stillwater") and Oklahoma State University, a public land grant university ("OSU").

WITNESSETH:

WHEREAS, Stillwater owns and operates Stillwater Regional Airport; and

WHEREAS, continuation of daily commercial air service at Stillwater Regional Airport will directly benefit both Stillwater and OSU as a transportation utility and as a tool for economic development; and

WHEREAS, American Airlines ("American") has been providing daily commercial air service between Stillwater Regional Airport and Dallas-Fort Worth International Airport; and

WHEREAS, American is willing to continue such air service only if it is able to limit its economic risk by receiving a revenue guarantee; and

WHEREAS, Stillwater, OSU, and American have negotiated an extension of the existing Air Service Agreement that provides for revenue guarantees ("Air Service Agreement"); and

WHEREAS, Stillwater is unable by itself to provide a sufficient revenue guarantee; and

WHEREAS, collectively, Stillwater and OSU can provide such an incentive to American; and

WHEREAS, it is the intention of Stillwater and OSU to jointly extend the "Air Service Guarantee Participation Agreement."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED TO BE KEPT AND PERFORMED BY THE PARTIES HERETO AND UPON THE PROVISIONS AND CONDITIONS HEREINAFTER SET FORTH, STILLWATER AND OSU DO HEREBY AGREE AS FOLLOWS:

1. Revenue Guarantee: The parties agree to share the liability for the revenue guarantee contained in the "Air Service Agreement," substantially in the form of Exhibit "A," which is attached hereto and made a part of this agreement.

2. Limitation on Liability: The maximum liability for the revenue guarantee for OSU under the Air Service Agreement for the Air Service Period of March 1, 2026 through February 29, 2028 is as follows:

\$1,000,000 per year during the Air Service Period, with a \$333,333 cap for March 1, 2026 through June 30, 2026, a \$1,000,000 cap for July 1, 2026 through June 30, 2027, and a \$666,667 cap for July 1, 2027 through February 29, 2028.

3. Payment of Funds: Stillwater shall remit to American Airlines the revenue guarantee payment upon receipt of a quarterly invoice from American Airlines. Stillwater will submit an invoice to OSU for one-half of the amount paid to American Airlines, with such cumulative amounts not to exceed the maximum liability amount for the given agreement period as set forth

in Section 2 above. OSU will remit payment to Stillwater upon receipt of the invoice. Stillwater shall use these funds solely for paying American Airlines for any revenue shortfall(s) required by the Air Service Agreement.

4. Records: All records available to Stillwater under the Air Service Agreement shall be made available to OSU upon request.

5. Audits: Stillwater, at the request of OSU, shall exercise its right under the Air Service Agreement to conduct an audit of American's records. OSU shall bear the cost of conducting any such audit.

6. Benefit of Parties: This agreement is for the sole benefit of Stillwater, OSU, and American. Nothing in this agreement is intended to confer any rights or remedies on any other person or entity.

7. Authority of Signatories: The signatories to this agreement, by signing this agreement, represent that they have obtained authority to enter into this agreement on behalf of the respective parties to this agreement and bind such parties to all terms and conditions contained in this agreement.

8. Counterparts: This agreement may be executed by the parties in more than one counterpart, each of which may be deemed as an original instrument.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

CITY OF STILLWATER
a municipal corporation

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

APPROVED AS TO FORM AND CONTENT:

Kimberly Carnley, City Attorney

OKLAHOMA STATE UNIVERSITY

Jim Hess, President

Budget Amendment Request
 For Budget Year _____

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

Office: 405.372.0025
 Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

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

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Agenda Item:	4.g. CC-26-34
Previous/Related Action:	CC-24-16
Background/Issue:	
Proposal/Solution:	<p>American Airlines (AA) has operated at the Stillwater Regional Airport (SWO) since 2016, offering commercial air service connectivity worldwide through Dallas-Fort Worth International Airport. As a regional air service market, our primary customers are business travelers. AA has requested continued financial support in order to continue air service at SWO, as they do not yet operate at a profit. In a meeting at AA headquarters in Dallas, the Mayor, City of Stillwater Leadership and OSU Leadership agreed to support a reduced Minimum Revenue Guarantee (MRG) to continue to support the air service that while slowly maturing, has not yet matured to the point of financial self-sufficiency.</p> <p>The City of Stillwater has worked with American Airlines to draft an Air Service Agreement for Council consideration. The agreement would provide for a Minimum Revenue Guarantee (MRG), to be capped at \$2 million per fiscal year with the following structure:</p> <ul style="list-style-type: none"> ○ Up to \$666,666 from March 1, 2026-June 30, 2026 ○ Up to \$2,000,000 from July 1, 2026-June 30, 2027 ○ Up to \$1,333,333 from July 1, 2027-February 29, 2028 <p>A Budget Amendment is attached appropriating \$666,666 to be made available for revenue shortfall for the first period ending June 30, 2026. Subsequent MRG periods will be allocated through the normal fiscal year budget process.</p>
Financial Source/Impact:	For FY26, the agreement is being funded through Oklahoma State University participation (\$333,333) and General Fund contingency (\$333,333).
Related Strategic Priority:	
Recommended Action/Motion:	Staff recommends approval of the proposed Air Service Agreement with American Airlines and related budget

amendment appropriating \$666,666 in FY26.

Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

- 1. Air Service Agreement
- 2. Budget Amendment - Expenditure

AIR SERVICE AGREEMENT

This Air Service Agreement (this “Agreement”) is made and entered into effective as of _____, 2026 (the “Effective Date”) by and between American Airlines, Inc., a Delaware corporation with its principal offices at 1 Skyview Drive, MD 201, Fort Worth, Texas 76155 (“American”), and The City of Stillwater Oklahoma with its principal offices at 723 South Lewis Street, Stillwater, Oklahoma 74074 (“Guarantor”).

1. Air Service; Term.

(a) American shall provide regularly scheduled passenger air service, to be performed by American or an Affiliate of American, between Dallas/Fort Worth International Airport (“DFW”) and Stillwater Regional Airport (“SWO”) in both directions. This constitutes the “Air Service”, and each one-way flight performed by American between the airports set forth on Schedule 1, an “Air Service Flight”, effective March 1, 2026 through February 29, 2028 (the “Air Service Period”) in accordance with the schedule set forth on Schedule 1 attached hereto.

(b) American agrees to schedule an aircraft to perform the Air Service. Notwithstanding anything to the contrary in this Agreement or in any schedule attached hereto, American reserves the right to make all operational decisions regarding the Air Service in its sole discretion, including but not limited to aircraft type and configuration, operating carrier, timing of arrival/departure, frequency of service (schedule flexibility), and continued operation of the Air Service. American reserves the right to update Schedule 1 from time to time to reflect any program changes that American deems appropriate.

(c) This Agreement shall commence upon the Effective Date and, unless sooner terminated in the manner provided for herein, shall remain in full force and effect until the date that is six (6) months following the last day of the Air Service Period (the “Term”).

2. Minimum Revenue Requirement.

(a) The “Flight Charge” for each Air Service Flight shall be specified in Schedule 1.

(b) The “Settlement Period” shall be each calendar month during the Air Service Period, with billing done on a quarterly basis. For clarity, any partial calendar month during the Air Service Period shall be accounted for as a separate Settlement Period.

(c) The “Minimum Revenue Requirement” shall mean the Flight Charge as set forth in Schedule 1 for each Air Service Flight multiplied by the actual number of Air Service Flights operated by American during the Settlement Period.

(d) The “Billing Period” shall be quarterly and include the billing for the Settlement Periods included in such Billing Period. For clarity, any partial calendar quarter during the Air Service Period shall be accounted for as a separate Billing Period.

(e) American and Guarantor agree that the Total Revenue (as defined in Section 3(d) below) for each Settlement Period must equal or exceed the Minimum Revenue Requirement, as further described in Section 4 below.

3. Revenue Calculation.

(a) Subject to Section 7(a), American and Guarantor agree that in the event of certain changes in the average price per gallon that American pays for jet fuel, American will adjust the amount payable as set forth in Schedule 2 hereto.

(b) For purposes of this Agreement, “Passenger Ticket Revenue” for each Air Service Flight shall be the total amount paid by passengers in connection with the applicable Air Service Flight, less applicable taxes, and shall be rate-prorated by segment. A rate-prorate is used to divide total Passenger Ticket Revenue paid per Air Service Flight among the actual number of segments flown by each Air Service passenger according to the ratio of each segment’s local fare to the sum of all the local fares applicable to the passenger’s actual itinerary.

(c) For purposes of this Agreement, (i) “Partner Miles Revenue” shall mean the marketing revenue received from third parties related to the purchase of AAdvantage® miles; (ii) “Baggage and Cargo Revenue” shall mean all revenue earned from the storage of baggage and cargo on any given Air Service Flight; and (iii) “Ancillary Revenue” shall mean revenue resulting from sales on-board the Air Service Flight.

(d) For purposes of this Agreement, “Total Revenue” shall mean the sum of the Passenger Ticket Revenue, Partner Miles Revenue, Baggage and Cargo Revenue, and Ancillary Revenue for all of the Air Service Flights operated by American and/or an American Airline Affiliate during the Settlement Period.

(e) American’s Airline Performance Analysis System (“APAS”) shall be the sole source of information for calculating Total Revenue. APAS shall also be the sole source of information for calculating fuel expenses for all Air Service Flights during each Settlement Period. Notwithstanding the foregoing, Guarantor shall have the right, upon providing at least five (5) business days’ prior written notice to American, to conduct an audit at Guarantors’ sole expense within sixty (60) days following the close of the Settlement Period. Such audit may examine the information and documents used to calculate Total Revenue and fuel expenses received by American for Air Service Flights associated with this Agreement. Any such audit must be reasonable in all respects, and must be performed during regular business hours and without affecting American’s regular business operations. Guarantor’s representatives participating in such audit are obligated to treat as confidential, in accordance with this Agreement, all information disclosed to or discovered by them during such audit. The confidentiality obligation in the immediately preceding sentence shall survive the termination of this Agreement indefinitely. In the event that the auditor discovers an overpayment by Guarantor during such audit and establishes such overpayment to the satisfaction of American, American shall remit to Guarantor the full amount of such established overpayment.

(f) American may provide reports to Guarantor during the Air Service Period detailing Guarantor's progress toward meeting the Minimum Revenue Requirement; provided, however, that American shall have no obligation to provide such reports, and provided, further, that the final calculations provided by American with the invoices pursuant to Section 6 of this Agreement shall control, subject to Section 3(e).

4. Revenue Reconciliation.

(a) American will reconcile the Total Revenue during each Settlement Period against the Minimum Revenue Requirement for such Settlement Period no later than sixty (60) days following the end of the applicable Settlement Period.

(b) If the Total Revenue is more than the Minimum Revenue Requirement for any Settlement Period, a "Revenue Excess" shall be deemed to have occurred during such Settlement Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will retain the Revenue Excess for such Settlement Period. For the avoidance of doubt, Revenue Excess in any given Settlement Period shall not be applied to meet the Minimum Revenue Requirement of another Settlement Period.

(c) If the Total Revenue is less than the Minimum Revenue Requirement for any Settlement Period, a "Revenue Shortfall" shall be deemed to have occurred during such Settlement Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will invoice Guarantor for the Revenue Shortfall for each Settlement Period within the Billing Period in which a Revenue Shortfall occurred in accordance with the payment procedures in Section 6.

(d) If the Total Revenue is less than the Minimum Revenue Requirement for any Billing Period (after aggregating all Settlement Periods in such Billing Period), a "Revenue Shortfall" shall be deemed to have occurred during such Billing Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will invoice Guarantor for the Revenue Shortfall for each Billing Period in which a Revenue Shortfall occurred in accordance with the payment procedures in Section 6.

(e) Guarantor's maximum liability for a Revenue Shortfall for the Air Service Period will not exceed a total of US\$2,000,000 per year during the Air Service Period, with a \$666,666 cap for March 1, 2026 through June 30, 2026, a \$2,000,000 cap for July 1, 2026 through June 30, 2027, and a \$1,333,333 cap for July 1, 2027 through February 29, 2028.

5. Other Consideration:

(a) Guarantor will provide the following ground service equipment during the Air Service Period at no charge to American, with equipment maintenance and repair provided by American: Kubota/tug, boarding ramps (1 each for CRJ-700 and for E170 aircraft), belt loader, and baggage carts for the length of the Agreement.

(b) Guarantor will provide marketing/advertising support in a minimum amount of \$200,000 to support American's air service to Stillwater Regional Airport.

(c) American shall provide and be responsible for the maintenance and repair of the following ground service equipment during the Air Service Period; provided that in the event that this Agreement is otherwise terminated sooner as set forth herein, American's maintenance and repair obligations set forth in Sections 5(a) and 5(c) shall also terminate at that time:

- Air start, ground power unit (GPU), aircraft de-ice equipment, air cart (HVAC), and tow bars.

6. Payment Reconciliation. American shall provide an invoice to Guarantor no later than sixty (60) days following (a) the end of each Billing Period, and (b) upon the expiration or termination of this Agreement, as applicable. Such invoice shall include the total Revenue Shortfalls incurred during such Billing Period, if any, and any other charges (including fuel excess charges) incurred during such Billing Period. Guarantor shall pay such invoice to American within a reasonable time frame not to exceed thirty (30) days after receipt of such invoice. All payments hereunder shall be made no later than their respective due dates by check, by wire transfer pursuant to wiring instructions given by American or by other means of payment agreed in writing by American. Guarantor agrees to pay interest on any overdue payment owed to American from the date such payment is due under this Agreement until the date such payment is received by American at the lesser of the following (i): the highest rate permitted by applicable law or (ii) an annual rate of 12%.

7. Termination and Default. This Agreement may be terminated and/or any Air Service Flight cancelled by the party specified below (after notice, if applicable) upon the happening of any of the following events:

(a) At any time, by the mutual written consent of the parties.

(b) By American (i) immediately, if American is unable to obtain the governmental or other approvals necessary to commence the Air Service or the service on any particular Air Service Flight, or if such approvals are subsequently revoked or altered; (ii) if American determines in its sole discretion that the operating facilities at Guarantor's home airport are inadequate for American to commence service at such airport as contemplated in Schedule 1; (iii) if Guarantor fails to make any payment when due and does not make such payment within five (5) days after written notice or demand thereof; or (iv) immediately, if any of the following events occur: (A) a forced or voluntary grounding of one or more of American's aircraft types (or the aircraft type(s) of the operating carrier chosen by American to operate the Air Service Flight(s)); (B) there is a greater than 35% increase in the average price per gallon that American pays for jet fuel as compared to the average price per gallon that American paid as of the Effective Date; or (C) if American determines in its sole discretion that sufficient fuel is not available to meet all of its scheduled commitments.

(c) At any time, by the non-breaching party, upon written notice to the breaching party, upon: (i) the breach of a material term, agreement, covenant, representation, statement, or warranty of this Agreement; or, (ii) the breach of any federal, state, or local law as such relates to the Air Service Flights, provided, however, in each instance the non-breaching party shall give the breaching party written notice of the breach or failure to comply and five (5) business days to cure such breach or failure to comply, assuming such breach or failure to comply is capable of being cured within such time period. If such breach or failure is not cured within such five (5) business day period, or if such breach or failure is not capable of being cured (or not capable of being cured within such time period), then the non-breaching party may immediately terminate this Agreement without any further notice to the other party.

(d) At any time, by either party, upon written notice to the other party, if the other party: (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due; (iii) has suspended (as declared by a clearing house) its transactions with banks and/or other financial institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment which may have a material adverse effect on it and which is not dismissed, satisfied or stayed within sixty (60) days; (v) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings; or (vi) ceases all or a substantial part of its operations other than due to force majeure as provided in Section 14.

(e) By either party, with or without cause or penalty upon not less than one hundred eighty (180) days' prior written notice to the other party. The effective date of termination shall be as stated in such written notice of termination but not earlier than one hundred eighty (180) days following such written notice.

8. Remedies Upon Termination.

(a) Other than as specifically set forth herein, termination pursuant to Section 7 shall not limit the non-breaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise.

(b) Any termination or expiration of this Agreement shall not affect Guarantor's obligation to pay American all amounts owing to American as of the effective date of such expiration or termination.

(c) In the event of any termination or expiration of this Agreement for any reason, Guarantor shall pay all amounts owed to American as of the effective date of expiration or termination, in accordance with the provisions of this Agreement, within five (5) business days after receipt of an invoice from American.

9. Confidential Information.

(a) Each party (the "Receiving Party") agrees to hold, and will cause its Affiliates and representatives to hold, in strict confidence all confidential and proprietary

information, either designated by the party disclosing such information to the other party (the “Disclosing Party”) as such or under reasonable circumstances to be considered as such, whether in written, oral or other form, which it received from the Disclosing Party prior to, or in the course of, this Agreement (collectively, “Confidential Information”). Each Party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case no less than reasonable measures). Confidential Information includes, without limitation, (i) the economic and other terms of this Agreement (including all schedules), and (ii) flight and accommodations booking information related to the Air Service.

(b) Each Party agrees that it will not, and will cause its Affiliates and representatives not to, disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, (i) except when required to do so by law or by a court of competent jurisdiction, subject to Section 9(c); (ii) except to such party’s representatives, attorneys, accountants or lending institutions which are on a need to know basis and have been informed of and will be required to maintain the confidentiality of such information; or (iii) unless such provisions are publicly known through no disclosure that is prohibited hereunder.

(c) In addition, the Receiving Party may disclose the Confidential Information in response to law, regulation or a valid court order or other governmental action, provided that (i) the Disclosing Party is notified in writing prior to disclosure of the information, and (ii) the Receiving Party assists the Disclosing Party, at the Disclosing Party’s expense, in any attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information.

10. Promotional Materials. Nothing contained herein shall give either party a license or other right to use the trademarks or servicemarks of the other party or any of American’s subsidiaries or Affiliates. Any such use shall require the prior written consent of the party that owns the trademarks or servicemarks. Guarantor will, and will cause its Affiliates and representatives to, submit to American for review and approval, prior to publication or use, the portion of any and all artwork, scripts, copy, advertising, promotional materials, direct mail, press releases, newsletters or other communications or any other publicity published or distributed by Guarantor (or at its direction or authorization) that specifically references this Agreement, the Air Service, American (or any of American’s Affiliates), or uses any trademark, service mark, logo or trade name of American or any of its Affiliates (“American Marks”) (collectively, the “Promotional Materials”). Under no circumstances will any Promotional Materials include any Confidential Information. American may provide Guarantor with limited access to the American Airlines brand center website (<https://brand.aa.com>) to obtain digital renditions of the American Marks that conform to American’s corporate graphics standards. Guarantor agrees that it will not (a) use or display any American Marks that it has not obtained from American or from the American Airlines brand center website; (b) alter the American Marks in any way; or (c) display the American Marks without the appropriate proprietary rights notices. American shall have the right, at its sole discretion, to modify the graphics standards and disclaimers from time to time. All promotional or informational material distributed or electronically transmitted by Guarantor

using the American Marks will require the tag line listing the marks and stating “are trademarks of American Airlines, Inc.” American agrees to respond to Guarantor within five (5) business days after receipt of the Promotional Materials with written approval or written request for changes. Guarantor further agrees that no changes will be made to any of the Promotional Materials after approval by American unless such changes are first approved by American in writing. For the purpose of this Agreement, “Affiliate” shall mean, with respect to either party, any person directly or indirectly controlling, controlled by, or under common control with, such party.

11. Fares. American agrees to establish and modify, as needed, the air fares for the Air Service and agrees to provide yield and inventory management services with respect thereto. Guarantor acknowledges that American has agreed to establish and modify these air fares and to provide yield and inventory management services as an accommodation to Guarantor and that American hereby disclaims all liability for, and Guarantor hereby waives all claims against American which may arise out of or in connection with, the establishment or modification of such air fares or the yield and revenue management services provided hereunder. American agrees to advise Guarantor regarding pricing for such air fares; provided, however, that American shall at all times have the unconditional right in its sole discretion to determine air fares during the Air Service Period.

12. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Texas without regard to any conflict of law rules.

13. Jurisdiction/Dispute Resolution. Each party irrevocably submits to the exclusive jurisdiction of the United States District Court for the Northern District of Texas and of any Texas State Court sitting in Tarrant County, for purposes of legal proceedings arising out of this Agreement or any transactions contemplated in this Agreement. Each party, to the fullest extent it may effectively do so under substantive governing law applicable to this Agreement, also irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in such court and any right of application or appeal to any court (in the U.S. or in any other jurisdiction). EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL TO RESOLVE ANY DISPUTES ARISING UNDER THIS AGREEMENT.

14. Force Majeure. Except for payment obligations, or as otherwise expressly provided in this Agreement, neither party shall be liable for performance hereunder to the extent such performance is prevented or delayed as a result of acts of God, severe weather, natural disaster, earthquake, fire, war, military action, terrorist action, labor disputes, epidemic, pandemic, or any court order or action of any governmental, administrative or judicial entity or by any other reason or circumstance, similar or dissimilar, beyond the reasonable control of such party; provided, however, such party shall (a) provide the other party with prompt written notice thereof, (b) use its best reasonable efforts to avoid or remove such causes of non-performance, and (c) continue performance to the extent such causes are removed or avoided.

15. Indemnification.

(a) American agrees to indemnify, defend and hold harmless Guarantor and its officers, directors, employees, agents and Affiliates (the “Guarantor Indemnified Parties”) from and against any and all third party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties and expenses (including without limitation reasonable attorneys’ fees) of any nature whatsoever (collectively, “Claims”) arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of American, its subcontractors, its Affiliates or any person directly or indirectly employed by American, or any of them, while engaged in any activity associated with or related to American’s performance under this Agreement; and (ii) American’s breach of its obligations under this Agreement.

(b) Guarantor agrees to indemnify, defend and hold harmless American and its officers, directors, employees, agents and Affiliates (the “American Indemnified Parties”) from and against any and all Claims arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of Guarantor, its subcontractors, its Affiliates or any person directly or indirectly employed by Guarantor, or any of them, while engaged in any activity associated with or related to Guarantors’ performance under this Agreement; and (ii) Guarantors’ breach of its obligations under this Agreement.

(c) The rights and obligations of the parties under this Section 15 shall survive any termination or expiration of this Agreement.

16. Waiver of Consequential Damages; Other Limitations. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS, OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING ANY SUCH DAMAGES OR CLAIMS. UNDER NO CIRCUMSTANCES SHALL AMERICAN’S LIABILITY IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL AMOUNT OF CHARGES ACTUALLY PAID BY GUARANTOR TO AMERICAN PURSUANT TO THIS AGREEMENT.

17. Insurance.

(a) American. At all times during the Air Service Period, American shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least US \$25,000,000 for personal injury (including without limitation bodily injury and death) and property damage. If so requested by Guarantor, American will furnish Guarantor within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(a) of this Agreement; (ii) includes the insurer’s commitment to give Guarantor not less than 30 days’ prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of American and shall insure Guarantor regardless of any breach or violation of any warranty,

declaration, or condition contained in such policies by American; (iv) shall waive any right of subrogation, set-off, or counterclaim against Guarantor; (v) shall name the Guarantor Indemnified Parties hereunder as additional insureds; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by Guarantor.

(b) Guarantor. At all times during the Air Service Period, Guarantor shall carry and maintain, at its sole cost and expense, commercial general liability insurance with aggregate limits of at least US \$10,000,000 for personal injury (including without limitation bodily injury and death) and property damage. If so requested by American, Guarantor will furnish American within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(b) of this Agreement; (ii) includes the insurer's commitment to give American not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of Guarantor and shall insure American regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by Guarantor; (iv) shall waive any right of subrogation, set-off, or counterclaim against American; (v) shall name the American Indemnified Parties hereunder as additional insured; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by American.

18. Sovereign Immunity. To the extent that either party or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, or such party's liability is limited pursuant thereto, that party, to the extent permitted by applicable law, for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or its subject matter in an action brought by the other party to enforce or interpret this Agreement. This waiver of immunity shall not inure to the benefit of a third party who is not a signatory to this Agreement; provided that, for the avoidance of doubt, Guarantor shall not assert any such defense of governmental or sovereign immunity in any third party action in the event that Guarantor has or may have an indemnification obligation to the American Indemnified Parties under this Agreement as a result of such third party action. The foregoing waiver and agreement is not subject to withdrawal in any jurisdiction, unless prohibited by applicable law.

19. Representations and Warranties. Each of American and Guarantor warrants, represents, and agrees that it has: (i) the full right, power, legal capacity, and authority to enter into this Agreement and to carry out and perform all of the obligations thereof; and (ii) will not harm, misuse, or bring into dispute the trademarks or service marks of the other.

20. Assignment. Neither party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party, except that American may assign or

delegate this Agreement and the rights and obligations created hereunder to any wholly owned subsidiary of American Airlines Group Inc. without the consent of Guarantor.

21. Waivers and Modifications. This Agreement embodies the entire agreement and understanding of the parties, and, as of its effective date, terminates and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, between the parties covering the subject matter hereof. The schedules, exhibits, annexes, and attachments to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes. The provisions of this Agreement shall govern all services to be provided hereunder by the parties, and no addition, amendment, waiver, or modification of (or execution of any document contrary to) these provisions shall be effective unless signed jointly by a duly authorized representative of both American and Guarantor.

22. Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable or illegal, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been contained herein with the remainder of this Agreement being enforced to the fullest extent possible.

23. Relationship of the Parties. Each of the parties is an independent contractor. Nothing in this Agreement is intended, or shall be construed, to create or establish any agency, partnership, joint venture, affiliate, or fiduciary relationship between the parties. Neither party, nor any of its affiliates, has any authority to act for, or to incur any obligations on behalf of, or in the name of, the other party or any of its affiliates. This Agreement is the product of negotiations between the parties, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine.

24. Notices. Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered in person, (b) sent by traceable overnight delivery via a nationally recognized courier, or (c) sent by registered or certified mail, return receipt requested, in each case addressed to the other party at the following address, and shall be deemed to have been given (as applicable) (x) on the day such notice is so hand delivered, (y) one business day following the date such notice is sent via overnight delivery via a nationally recognized courier, or (z) two business days following the date such notice is sent via certified mail:

To American:

American Airlines, Inc.
Attn: Brian Znotins, Senior Vice President - Network and Schedule Planning
1 Skyview Drive, MD 201
Fort Worth, Texas 76155

To Guarantor:

Name: The City of Stillwater Oklahoma
Attn: Mayor

Address: 723 South Lewis Street
Stillwater, OK 74076
Phone No.: (405) 742-8209

Either party will have the right to change their representative and address for notice to any other location by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

25. Headings/Construction. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns and there is no intent to benefit any third parties.

27. Further Assurances. Each of the parties shall do and perform, at such party's expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

28. Exhibits & Schedules. The exhibits and schedules to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes.

29. No Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party. Except as expressly set forth herein, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

30. No Remedy Exclusive. Except as expressly set forth herein, no remedy herein conferred upon or reserved to a party herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. In order to entitle a party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

31. Expenses. Each party to this Agreement agrees to be responsible for its own costs, expenses and charges (including, without limitation, legal fees, advisory fees and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.

32. Miscellaneous. All obligations of American hereunder are subject to the receipt of all necessary government approvals.

33. Counterparts. This Agreement may be executed in separate counterparts (including by delivery of facsimile or other electronic transmission of signature pages), each of which, when

so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

[Signature Page Follows]

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

The City of Stillwater Oklahoma

American Airlines, Inc.

By: _____
Name:
Title:

By: _____
Name: Brian Znotins
Title: Senior Vice President,
Network and Schedule Planning

**SCHEDULE 1
TO AIR SERVICE AGREEMENT
BETWEEN AMERICAN AIRLINES, INC. AND GUARANTOR FOR
AIR SERVICE FLIGHTS BETWEEN DFW AND SWO**

PROPOSED FLIGHT SCHEDULE*

March 1, 2026 through February 29, 2028

Origin	Destination	Days of Operation	Flight Times*
DFW	SWO	Daily	12:41 – 14:02
SWO	DFW	Daily	14:32 – 15:43
DFW	SWO	Daily	21:23 – 22:36
SWO	DFW	Daily	06:00 – 07:17

Equipment: CRJ-700 or E-170**

Present Configuration: 65 seats**

One Way Flight Charge: \$6,610 per Air Service Flight**

*Exact operating times are subject to change from time to time by American at its sole discretion.

**Subject in all respects to Section 1(b) of the Agreement.

**SCHEDULE 2
TO AIR SERVICE AGREEMENT
FUEL ADJUSTMENTS FOR
AIR SERVICE FLIGHTS BETWEEN
DFW AND SWO**

1. If the average price per gallon that American pays for jet fuel during any given month during the Term (“Average Fuel Price”) changes as compared to an average price per gallon of US \$2.32 (“Initial Average Fuel Price”), the sum of Flight Charges for Air Service Flights during such month shall be adjusted as follows (each monthly adjustment a “Fuel Adjustment”):

(a) If the Average Fuel Price increases to US \$2.33 (the “Increase Trigger Price”) or above for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be increased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Increase Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

(b) If the Average Fuel Price decreases to US \$2.31 (the “Decrease Trigger Price”) or below for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be decreased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Decrease Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

2. All Fuel Adjustments will be included in the invoice for the respective Settlement Period or the final report, as applicable, as provided in Section 4(a) of the Agreement.

3. Examples:

(a) If the Average Fuel Price for December is US \$2.10, the Initial Average Fuel Price is US \$2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be an increase of the sum of all Flight Charges during December of:

$$(\$2.10 - \$2.00) \times 100,000 = \$10,000$$

(b) If the Average Fuel Price during December is US \$1.90, the Initial Average Fuel Price is US \$2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be a decrease of the sum of all Flight Charges for December of:

$$(\$1.90 - \$2.00) \times 100,000 = (\$10,000)$$

Budget Amendment Request
 For Budget Year _____

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

Office: 405.372.0025
 Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

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

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

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 9, 2026



Agenda Item:	4.h. CC-26-35
Previous/Related Action:	August 5th, 2025 Planning Commission Report
Background/Issue:	Located on the southeast side of Stillwater, the property is zoned RSS (Small Lot Single-Family Residential), with a PUD (Planned Unit Development). Fern Street Cottages Preliminary Planned Unit Development was approved by City Council in May of 2021 rezoning the subject property from IL (Industrial Light) to RSS-PUD. The original preliminary plat expired and was approved by Planning Commission again on July 8, 2025.
Proposal/Solution:	On February 24th, 2026 Planning Commission voted unanimously to recommend approval of the Final Plat for Fern Street Cottages as presented.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept Planning Commission’s recommendation and approve the final plat for Fern Street Cottages.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Draft 02.24.2026 SPC Minutes
3. Final Plat



- Two-Family Residential (RT)
- Light Industrial
- Multi-Family Urban

- Two Family and Multi Family Residential (RTM)
- Multi-Family Intermediate

- Commercial General (CG)
- Small Lot Single Family Residential (RSS)

- Small Lot Single Family Residential with a Planned Unit Development (RSS-PUD)
- Residential Mobile Homes (MH)(RMH)



Stillwater

OKLAHOMA

stillwaterok.gov

Project Type: Final Plat (SUB25-22)
Request: Fern Street Cottages – Final Plat
Address: 505 E 18th Ave
Applicant: Fern Street Cottages

STILLWATER PLANNING COMMISSION SUMMARY
 REGULAR MEETING OF FEBRUARY 24TH, 2026
 IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
 LAW, THE AGENDA WAS POSTED February 19th, 2026 IN THE
 MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

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

STAFF PRESENT

Kim Payne, Assistant City Attorney
 Henry Bibelheimer, Senior City Planner
 David Barth, Development Services Director
 Joshua Brown, Project Coordinator
 Ann Colina, Development Civil Engineer
 Alexandria Holle-Maged, Administrative Assistant

MEMBERS ABSENT

Staff Absent

1. CALL MEETING TO ORDER.

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

2. GENERAL ORDERS

- b. Consider request for a Final Plat (SUB25-22) named Fern Street Cottages in the Small Lot Single-Family Residential district with a Planned Unit Development overlay (RSS-PUD).

Mr. Henry Bibelheimer, Sr. Planner presents the staff report and asks if there are any questions; none respond.

Mr. Bibelheimer presents staff’s findings and alternatives, which are:

Findings:

1. The proposed final plat matches the preliminary plat/PUD which was approved in 2021.

Alternatives:

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

Staff recommends alternative number 1.

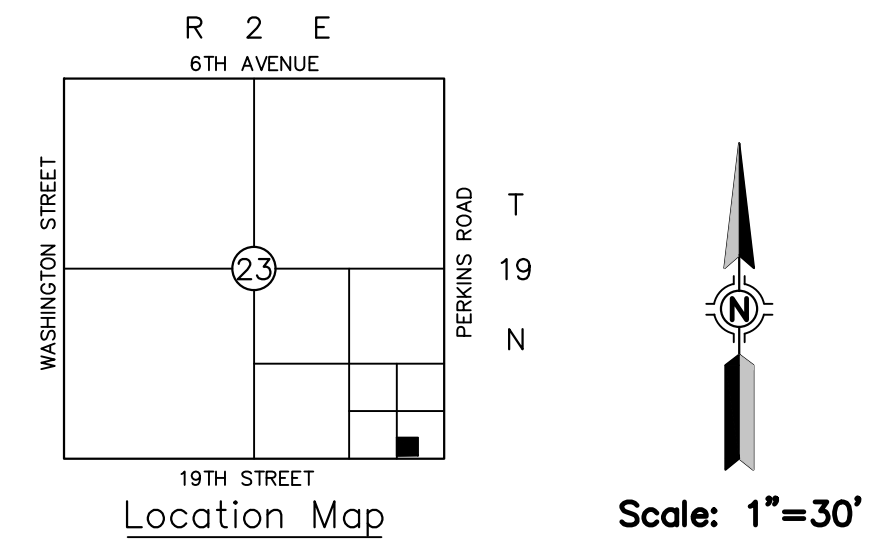
Commissioner Peters moves to approve the Final Plat as presented, Vice Chair Williams seconds the motion.

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

Time: 3 minutes

DRAFT

Final Plat of Fern Street Cottages a part of the SE/4 Section 24 T-19-N, R-2-E, I.M. City Of Stillwater, Payne County, Oklahoma



OWNER'S CERTIFICATE

STATE OF OKLAHOMA)
SS
COUNTY OF PAYNE)

STILLWATER HABITAT FOR HUMANITY, INC., IS THE OWNER OF THE PROPERTY DESCRIBED IN THE FINAL PLAT OF FERN STREET COTTAGES, A SUBDIVISION OF PART OF THE SE/4, SECTION 24, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND THAT IS PART OF THE WEST 295 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4); THENCE SOUTH 88°33'28" WEST ALONG THE SOUTH LINE OF SAID SE/4 FOR 662.22 FEET TO THE SOUTHWEST CORNER OF THE SE/4 SE/4 SE/4; THENCE NORTH 00°55'26" WEST ALONG THE WEST LINE OF SAID SE/4 SE/4 SE/4 FOR 40.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 00°55'26" WEST ALONG SAID WEST LINE FOR 218.54 FEET; THENCE NORTH 89°04'34" EAST FOR 81.20 FEET; THENCE SOUTH 01°17'53" EAST FOR 21.50 FEET; THENCE NORTH 89°04'30" EAST FOR 137.18 FEET; THENCE SOUTH 00°57'14" EAST FOR 20.00 FEET; THENCE NORTH 89°04'34" EAST FOR 76.46 FEET; THENCE SOUTH 00°55'26" EAST FOR 174.37 FEET; THENCE SOUTH 88°33'28" WEST PARALLEL WITH THE SOUTH LINE OF SAID SE/4 FOR 295.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

A TRACT OF LAND THAT IS PART OF THE WEST 295 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE/4); THENCE SOUTH 88°33'28" WEST ALONG THE SOUTH LINE OF SAID SE/4 FOR 662.22 FEET TO THE SOUTHWEST CORNER OF THE SE/4 SE/4 SE/4; THENCE NORTH 00°55'26" WEST ALONG THE WEST LINE OF SAID SE/4 SE/4 SE/4 FOR 40.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE CONTINUING NORTH 00°55'26" WEST ALONG SAID WEST LINE FOR 60.00 FEET; THENCE NORTH 89°04'34" EAST FOR 295.00 FEET; THENCE SOUTH 00°55'26" EAST FOR 101.50 FEET; THENCE SOUTH 89°04'34" WEST FOR 76.46 FEET; THENCE NORTH 00°57'14" WEST FOR 20.00 FEET; THENCE SOUTH 89°04'30" WEST FOR 137.18 FEET; THENCE NORTH 01°17'53" WEST FOR 21.50 FEET; THENCE SOUTH 89°04'34" WEST FOR 81.20 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

HAS BEEN SURVEYED, SUBDIVIDED AND PLATTED THE SAME INTO LOTS, UNDER THE NAME OF FERN STREET COTTAGES, AND DOES HEREBY GRANT AND CONVEY TO THE CITY OF STILLWATER, OKLAHOMA, PERPETUAL PUBLIC UTILITY EASEMENTS FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF SANITARY SEWER COLLECTION SYSTEMS, WATER DISTRIBUTION SYSTEMS, ELECTRIC DISTRIBUTION SYSTEMS AND ANY OTHER MUNICIPAL UTILITY SERVICE PROVIDED BY THE CITY OR OTHER UTILITY COMPANIES THAT HAVE THE LEGAL RIGHT TO PROVIDE SUCH SERVICE WITH THE CITY OF STILLWATER, WITH THE RIGHT OF INGRESS AND EGRESS TO THE EASEMENTS FOR THE USES AND PURPOSES AFORESAID AS DISPLAYED AND REFLECTED ON THE ATTACHED PLAT. (RESTRICTIVE COVENANTS ARE FILED SEPARATELY)

SUBSCRIBED THIS ___ DAY OF _____ 2026.

STATE OF OKLAHOMA)
SS
COUNTY OF PAYNE)

ON THIS ___ DAY OF JANUARY, 2026, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON(S) WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE 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.

MY COMMISSION EXPIRES _____

My COMMISSION NO. _____

NOTARY PUBLIC

SURVEYOR'S NOTARY

STATE OF OKLAHOMA)
SS
COUNTY OF PAYNE)

I, CLAYTON CANTRELL, A LICENSED PROFESSIONAL LAND SURVEYOR NO. 1802, IN THE STATE OF OKLAHOMA HEREBY CERTIFY THAT THE PLAT OF FERN STREET COTTAGES, CORRECTLY REPRESENTS A CAREFUL SURVEY THEREOF MADE UNDER MY SUPERVISION AND ANY MONUMENTS SHOWN THEREON ACTUALLY EXIST AND RESPECTIVE POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

DATE OF LAST SITE VISIT: NOVEMBER 6, 2025.
WITNESS MY HAND AND SEAL THIS ___ DAY OF _____ 2026.

CLAYTON CANTRELL
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1802

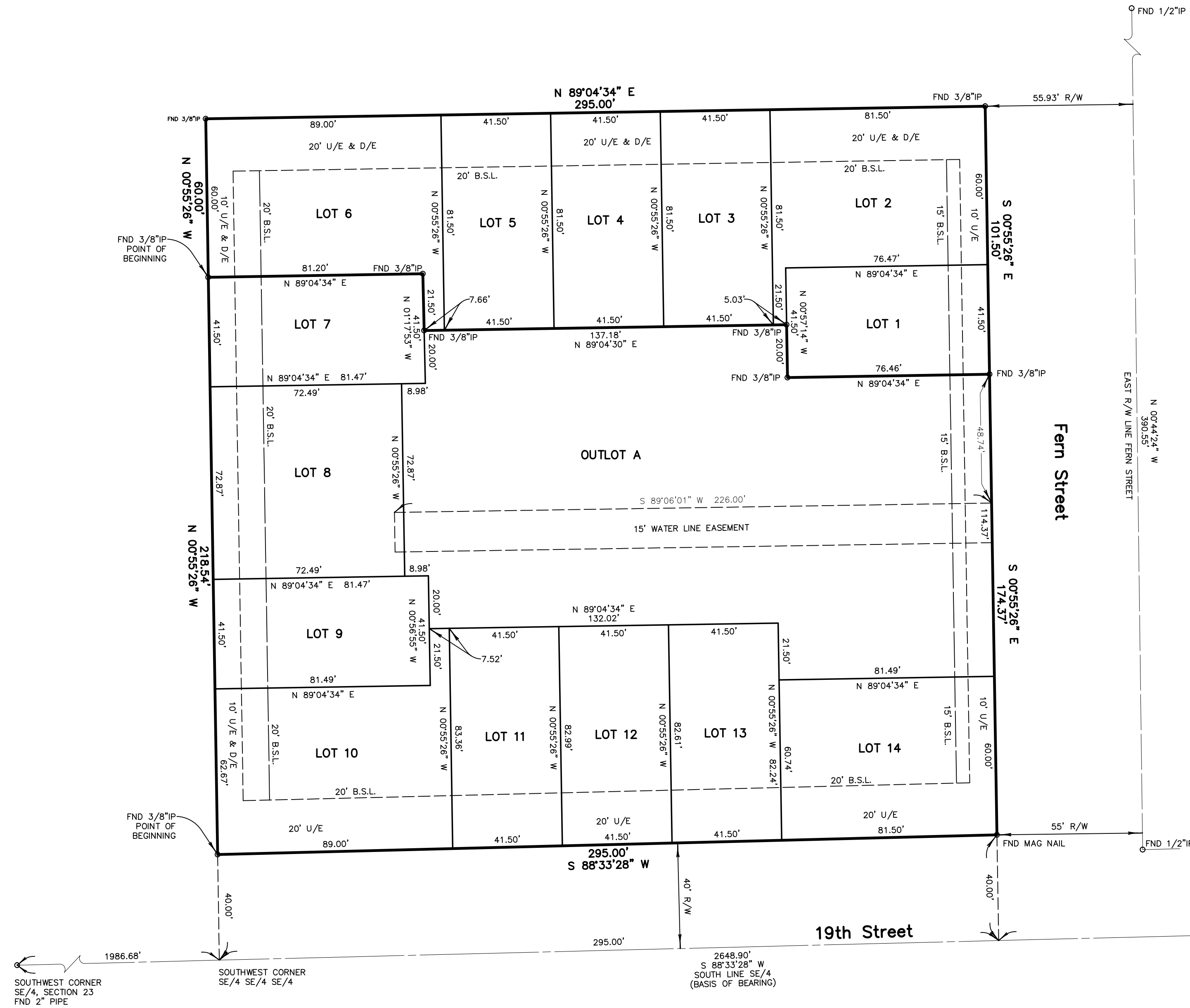
STATE OF OKLAHOMA)
SS
COUNTY OF PAYNE)

ON THIS ___ DAY OF JANUARY, 2026, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED CLAYTON CANTRELL, TO ME KNOWN TO BE THE IDENTICAL PERSON (S) WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE 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.

MY COMMISSION EXPIRES _____

MY COMMISSION NO. _____

NOTARY PUBLIC



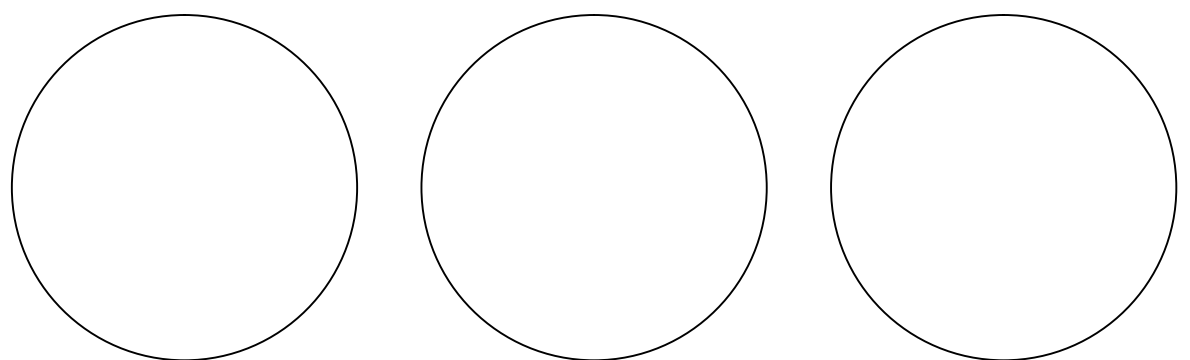
Legend

- BSL BUILDING SETBACK LINE
U/E UTILITY EASEMENT
D/E DRAINAGE EASEMENT
R/W RIGHT-OF-WAY
FND FOUND
IP IRON PIN

Notes

- 1. BEARINGS SHOWN HEREON ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 WITH THE SOUTH LINE OF THE SE/4 BEING S 88°33'29" W.
2. SET 3/8" IRON PIN AT ALL LOT CORNERS UNLESS NOTED OTHERWISE.
3. THE PROPERTY DESCRIBED HEREON CONTAINS 1.877 ACRES, MORE OR LESS.
4. WE HAVE EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR PAYNE COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NUMBER 4019C0231F DATED OF MAY 16, 2007 AND FOUND THAT ALL OF THE PROPERTY SHOWN HEREON LIES WITHIN ZONE X.

OWNERS NOTARY SURVEYOR'S SEAL SURVEYOR'S NOTARY



REGISTERED ENGINEER

GOSE & ASSOCIATES
113 E. 8TH AVE
STILLWATER, OK 74074
STEPHEN GOSE, P.E.
PHONE : (405) 743-4907
FAX: (405) 743-4908

REGISTERED LAND SURVEYOR

Crossroads Survey Company, LLC
PO BOX 1772
CUSHING, OK 74023
CLAYTON CANTRELL
LICENSED LAND SURVEYOR
OKLAHOMA NO. 1802
CA.1802 EXPIRES 6/30/2026
PHONE : (918) 225-0345

OWNER/DEVELOPER

STILLWATER HABITAT FOR HUMANITY, INC.
PO BOX 912
STILLWATER, OK 74076

SUB25-22

RECEIVED
By CGibson at 9:39 am, Dec 23, 2025

COUNTY TREASURER'S CERTIFICATE

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED, AND ACTING COUNTY TREASURER OF PAYNE COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORD OF SAID COUNTY SHOWS ALL TAXES ARE PAID FOR THE YEAR 2025 AND ALL PRIOR YEARS ON THE LAND SHOWN AS FERN STREET COTTAGES, IN PAYNE COUNTY, OKLAHOMA, AND THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER GUARANTEEING PAYMENT OF THE CURRENT YEARS TAXES.

IN WITNESS WHEREOF, SAID TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT STILLWATER, OKLAHOMA, ON THIS ___ DAY OF _____ 2026.

COUNTY TREASURER

CERTIFICATE OF PLANNING COMMISSION

I, _____ CHAIRMAN OF THE PLANNING COMMISSION OF THE CITY OF STILLWATER, OKLAHOMA, HEREBY CERTIFY THE SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT OF FERN STREET COTTAGES, CITY OF STILLWATER, OKLAHOMA, THIS ___ DAY OF _____ 2026.

CHAIRMAN

CERTIFICATE OF CITY CLERK

I, _____ CITY CLERK OF THE CITY OF STILLWATER, OKLAHOMA HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL DEFERRED PAYMENTS ON UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL AND THAT THERE ARE NO SPECIAL ASSESSMENT PROCEDURES NOW PENDING AGAINST THE LAND SHOWN ON THE FINAL PLAT OF FERN STREET COTTAGES, CITY OF STILLWATER, OKLAHOMA, THIS ___ DAY OF _____ 2026.

CITY CLERK

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA, THAT THE DEDICATION SHOWN ON THE FINAL PLAT OF FERN STREET COTTAGES, AN ADDITION TO THE CITY OF STILLWATER, OKLAHOMA IS HEREBY ACCEPTED.

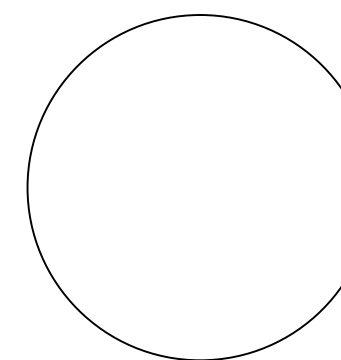
ADOPTED BY THE COUNCIL OF THE CITY OF STILLWATER, THIS ___ DAY OF _____ 2026.

ATTEST:

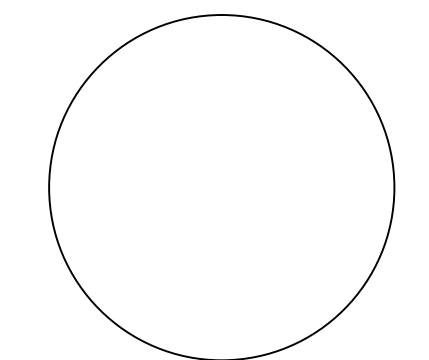
CITY CLERK

MAYOR

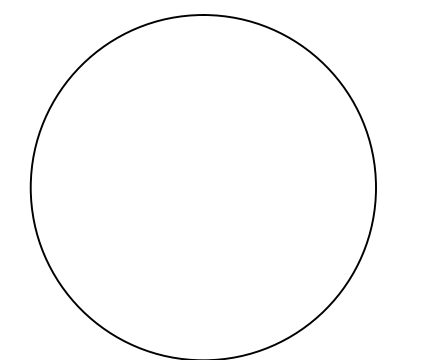
PAYNE COUNTY TREASURER



PAYNE COUNTY REGISTER OF DEEDS



CITY CLERK



REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 9, 2026



Agenda Item:	4.i. CC-26-36
Previous/Related Action:	
Background/Issue:	<ul style="list-style-type: none">• Stillwater Habitat for Humanity Inc. owns property located on the northwest corner of Fern Street and E 19th Avenue.• This request is for acceptance of water, sewer, and storm sewer public improvements that will serve a new subdivision known as Fern Street Cottages.• Water improvements consist of 275 total linear feet of 6-inch C900 PVC pipe, and 1 fire hydrant.• Sewer improvements consist of 586 total linear feet of 8-inch PVC pipe with 4 manholes.• Storm sewer improvements consist of 336 total linear feet of HDPE pipe and 60 total linear feet of 18-inch RCP pipe.
Proposal/Solution:	Staff recommends acceptance of all public improvements listed above.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this public infrastructure.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the public improvements for the new Fern Street Cottages subdivision.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Bond Stormsewer Bond 2300157 03.10.2026
2. Bond Water Bond 2300158 03.10.2026
3. Bond Sanitary Sewer Bond 2300158 03.10.2026

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Fern St. Cottages

Plat Case Number:IMP-21-23

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Company, a corporate entity organized under the Laws of the State of Wisconsin and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of Thirty-Five Thousand Four Hundred Forty Dollars and Zero Cents Dollars (\$ 35,490.00), 100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the subject improvements and utilities are related to the above-named subdivision located on a tract of land described as follows (insert legal description):

Fern St. Cottages - Storm

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all streets, water, sewer, stormwater and other infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at P.O. Box 74076 Stillwater, OK 74076 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 10th day of March 2026.

MK Excavation, LLC
Principal

By: [Signature]
Title Project Manager

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 10th day of March 2026.

West Bend Insurance Company
Surety

By: [Signature]
Attorney-in Fact

1900 South 18th Ave., West Bend, WI 53095
Mailing Address
directconnect@wbmi.com
Claim submission website or email address



(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of March, 2026 personally appeared Angus MacIntyre, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

[Signature]
Notary Public



Bond No. 2300157

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Barry Herring, Neleigh Herring, Amy Winters

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

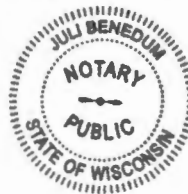
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10th day of March, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**
Subdivision Name: Fern St. Cottages
Plat Case Number:IMP-21-23

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Company, a corporate entity organized under the Laws of the State of Wisconsin and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of Fifty-Two Thousand Five Hundred Forty Dollars and Zero Cents Dollars (\$ 52,640.00), 100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the subject improvements and utilities are related to the above-named subdivision located on a tract of land described as follows (insert legal description):

Fern St. Cottages - Water

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all streets, water, sewer, stormwater and other infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at P.O. Box 74076 Stillwater, OK 74076 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 10th day of March 2026.

MK Excavation, LLC
Principal
By: Angus MacIntyre
Title Project Manager

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 10th day of March 2026.

West Bend Insurance Company
Surety
By: [Signature]
Attorney-in-Fact
1900 South 18th Ave., West Bend, WI 53095
Mailing Address
directconnect@wbmi.com
Claim submission website or email address



(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of March, 2026 personally appeared Angus MacIntyre, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he she executed the same as his her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Priscilla A. Hull
Notary Public



Bond No. 2300158

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Barry Herring, Neleigh Herring, Amy Winters

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

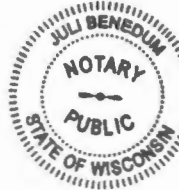
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Julie Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10th day of March, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**
Subdivision Name: Fem St. Cottages
Plat Case Number:IMP-21-23

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Company, a corporate entity organized under the Laws of the State of Wisconsin and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of One Hundred Forty-Three Thousand, Nine Hundred Five Dollars and Zero Cents Dollars (\$ 143,905.00), 100% of the construction cost of all improvements and utilities, for the payment whereof well and truly to be made, the PRINCIPAL and SURETY herein hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the subject improvements and utilities are related to the above-named subdivision located on a tract of land described as follows (insert legal description):

Fem St. Cottages - Sanitary Sewer

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all streets, water, sewer, stormwater and other infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at P.O. Box 74076 Stillwater, OK 74076 and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs upon said infrastructure improvements or utilities or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period, the said Principal and Surety shall jointly and severally be liable to the City of Stillwater, Oklahoma, for the costs and expenses of making such repairs or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

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IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 10th day of March 2026.

MK Excavation, LLC
Principal

By: Angus McIntyre
Title Project Manager

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 10th day of March 2026.

West Bend Insurance Company
Surety

By: Amy [Signature]
Attorney-in Fact

1900 South 18th Ave., West Bend, WI 53095

Mailing Address
directconnect@wbmi.com

Claim submission website or email address



(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of March, 2026 personally appeared Angus McIntyre, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he she executed the same as his her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Priscilla A. Hull
Notary Public





Bond No. 2300159

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Barry Herring, Neleigh Herring, Amy Winters

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 10th day of March, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 9, 2026



Agenda Item:	4.j. CC-26-37
Previous/Related Action:	
Background/Issue:	<ul style="list-style-type: none">• BH Land Management Group, LLC. owns property at 807 W. 7th Avenue which was recently approved for a new two-duplex development.• This request is for acceptance of an electric easement to allow City crews access to utility lines on site, and a pedestrian easement to cover a portion of the public sidewalk built within the property lines.• The electric easement dedication consists of 1,200 square feet (.028 acres) more or less.• The pedestrian easement dedication consists of 80 square feet (.0018 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of both the electric and pedestrian easements.
Financial Source/Impact:	There is no additional financial impact from the acceptance of these easements.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the electric and pedestrian easements.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 807 W 7th Ave-Electric Easement
2. 807 W 7th Ave-Pedestrian Easement

Return to:
113 East 8th Avenue
Stillwater, Ok. 74074

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **BH Land Management Group, LLC**, an Arkansas Limited Liability Company, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

THE WEST FORTY (40) FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6), IN BLOCK "L", ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA AND THE WEST FORTY (40) FEET OF THE EAST ONE HUNDRED (100) FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6), IN BLOCK "L", ORIGINAL TOWN, NOW 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 it, its heirs, successors, executors, administrators, and assigns does 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 electric lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

A PART OF THE ABOVE REFERENCED TRACT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 73.12 FEET N1°33'58"W OF THE SOUTHWEST CORNER (SW/C) OF LOT 6, IN BLOCK "L", ORIGINAL TOWN, THENCE 15 FEET N1°33'58"W, THENCE 80 FEET N88°26'2"E, THENCE 15 FEET S1°33'56"W, THENCE 80 FEET S88°26'2"W TO THE POINT OF BEGINNING.

The easement contains 1,200 square feet or 0.028 acres more or less and is subject to all recorded easements and rights of way thereof.

with the right of ingress and egress to and from same, for the purpose of permitting Stillwater to construct and maintain utilities through, over, under, and across said property, together with all necessary and convenient appurtenances on the premises; and to use and maintain the same and of affording, its officers, agents, employees, and all persons under contract with it, the right to enter upon the premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said utilities, and for the further purpose of enabling Stillwater to do any and all convenient things incident to the construction, operation, repairing, and maintaining of said utilities.

Return to:
113 East 8th Avenue
Stillwater, Ok. 74074

PEDESTRIAN EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **BH Land Management Group, LLC**, an Arkansas Limited Liability Company, certifies that it owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

THE WEST FORTY (40) FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6), IN BLOCK "L", ORIGINAL TOWN, NOW CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA AND THE WEST FORTY (40) FEET OF THE EAST ONE HUNDRED (100) FEET OF LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6), IN BLOCK "L", ORIGINAL TOWN, NOW 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 pedestrian use through, over, under, and across the portions of the above-described property dedicated on said recorded plat, together with the right of ingress and egress to and from same, for the purpose heretofore stated as follows:

THE NORTH ONE (1) FOOT OF THE ABOVE REFERENCED TRACT.

The easement contains 80 square feet or 0.0018 acres more or less and 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 at any and all times.

BH Land Management Group, LLC
an Arkansas Limited Liability Company

BY: Jack Benninghoff, Managing Member

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 2026, personally appeared, **Jack Benninghoff, Managing Member**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed and as the 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.

NOTARY PUBLIC

My Commission Expires:
My Commission Number:
(SEAL)

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 9, 2026



Agenda Item:	4.k. CC-26-38
Previous/Related Action:	
Background/Issue:	The Fire Department is requesting to purchase a new pickup chassis for the fire department mechanic. The new chassis will replace a 2003 vehicle currently in service. The current vehicle was previously a brush truck chassis and has reached the end of its service life. The fire department mechanic routinely travels to fire stations to make apparatus repairs thus keeping fire crews in their response district. The mechanic also responds to large scale events when needed to provide on-scene apparatus and equipment support.
Proposal/Solution:	Appropriate funds for a new pickup chassis and upfitting equipment (front bumper replacement, winch, graphics, warning lights) to replace the mechanic truck currently in service.
Financial Source/Impact:	The funds for the chassis and upfitting will be appropriated from the Fire Fund.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve the budget amendment in the amount of \$62,800.
Prepared By:	Duane Helmberger
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. FD Budget Amendment

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: 03/02/2026

Department: Fire

Requested by: Chief Duane Helmberger

Explanation: Expenditures:
Appropriate funds for a new pickup chassis and upfitting equipment (front bumper replacement, winch, graphics, warning lights) to replace the mechanic truck currently in service.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Mechanic Truck	1606510 - 54001	26FD03160	\$ 0	\$ 62,800
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
Decrease:		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0
		-			\$ 0

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

\$ 62,800

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *[Signature]* _____

Date: 3/2/2026

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: MARCH 9, 2026



Agenda Item:	4.I. CC-26-39
Previous/Related Action:	CC-2025-13
Background/Issue:	<p>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.</p> <p>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.</p> <p>On July 7, 2025, Council approved for submission to the FAA Airport Improvement Program (AIP) discretionary funding for the new airport terminal passenger boarding bridge (PBB). The PBB grant included funding for apron development/construction required to support the PBB, and for a potable water cabinet. Terminal CMAR, LBI, pursued competitive quotes to support all required components of the apron development/construction and of the potable water cabinet. CMAR Amendment #7 is being submitted to authorize LBI to proceed with this work in support of the PBB installation. Total /development construction costs included in Amendment 7 are \$107,535.</p>
Proposal/Solution:	Approve the City Manager to include Amendment 7 to the CMAR agreement for the Stillwater Regional Airport terminal for Project Work Package #07 (PWP7) for a partial GMP total of \$107,535, bringing the CMAR Agreement total GMP with this approval to \$23,303,368.
Financial Source/Impact:	PBB apron development/construction and potable water cabinet costs will be funded through the previously awarded FAA AIP discretionary grant for terminal PBB and City of Stillwater match.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Approve the City Manager to include Amendment 7 to the CMAR agreement for the Stillwater Regional Airport terminal for Project Work Package #07 (PWP7) for a partial GMP total of \$107,535, bringing the CMAR Agreement total GMP with this approval to \$23,303,368, and to sign all related documents.

Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Kellie Reed Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Resolution CC-2025-13
2. Am7 Exh A-1 Exh C-7 3.2.26 (CLEAN)

RESOLUTION NO. CC-2025-13

A RESOLUTION OF THE STILLWATER CITY COUNCIL APPROVING THE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2025 AIRPORT IMPROVEMENT PROGRAM DISCRETIONARY 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, the Federal Aviation Administration's (FAA) regular Airport Improvement Program (AIP) provides more than \$3.18 Billion annually in entitlement and discretionary grant funds for a network of more than 3,300 eligible airports; and

WHEREAS, Public Law 117-328 "Consolidated Appropriations Act, 2023" included a supplemental amount of approximately \$559 Million for FAA discretionary grants under the AIP statute; and

WHEREAS, Stillwater Regional Airport intends to apply for FAA Fiscal Year (FY) 2025 AIP discretionary funds in support of procurement and installation of a passenger boarding bridge and baggage conveyor in connection with the Stillwater Regional Airport Terminal Building and Improvements Project; and

WHEREAS, the estimated total project cost is \$1,313,542; and

WHEREAS, the anticipated cost share under the FAA FY 2025 AIP discretionary grant is as follows: Federal Aviation Administration: \$1,244,408 and City of Stillwater: \$69,134 (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, Oklahoma:

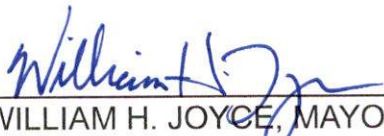
Section 1: That the City of Stillwater hereby authorizes submission of a Federal Aviation Administration grant application for FAA FY 2025 AIP discretionary funds in an amount not-to-exceed \$1,244,408 and payment of matching funds.

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 project documents 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 STILLWATER, OKLAHOMA
a Municipal Corporation


WILLIAM H. JOYCE, MAYOR



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. 7

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

Agreement for At Risk Construction
Management Services for
Stillwater Regional Airport Terminal Building and Improvements

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. On January 12, 2026, Amendment No. 6 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 #6” (PWP6); amended the Agreement for a portion of the work identified as PWP6 for Directional Signage and Information Monitors for partial Phase 1 Terminal work for partial conversion of guaranteed maximum price in the amount of \$93,539 as detailed in Exhibit C-6 to Amendment No. 6.
- h. This Amendment No. 7 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 #7” (PWP7).
 - b. Amends the Agreement for a portion of the work identified as PWP7 for passenger boarding bridge apron support and potable water cabinet for partial Phase 1 Terminal work. Construction Manager is prepared to enter into written agreements with subcontractors and suppliers. Exhibit C-7 to this Amendment No. 7 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 PWP7.
- b. Exhibit C-7 attached hereto provides for the partial conversion of guaranteed maximum price for the relevant portion of work identified as PWP7 for passenger boarding bridge apron support and potable water cabinet 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. 7 is effective upon signature of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 7 to be executed by their duly authorized officers or representatives on the dates set forth below.

OWNER:

City of Stillwater, Oklahoma

By: _____

Title: J. Brady Moore, City Manager

Date Signed: _____

CONSTRUCTION MANAGER AT RISK:

Lippert Bros., Inc.

By: _____

Title: T.M. Lippert, President

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.

Project Work Package #7

Substantial Completion shall be on or before July 31, 2026.

Final Completion shall be achieved within 30 days of Substantial Completion.

RECOMMENDED:

By: _____
Kellie Reed, Airport Director
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
J. Brady Moore, City Manager
Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
T.M. Lippert, President
Lippert Bros., Inc.

Date: _____

Agreement for At Risk Construction
Management Services for
Stillwater Regional Airport Terminal Building and Improvements

EXHIBIT C-7
 TO THE AGREEMENT FOR AT RISK CONSTRUCTION MANAGEMENT SERVICES
 GUARANTEED MAXIMUM PRICE, PARTIAL CONVERSION

Stillwater Airport Terminal Building and Improvements
**Project Work Package 7 (PWP7) PBB Apron Support and Potable Water Cabinet – Phase 1
 Terminal**

Project Work Package #7

Cost of Direct Project Support	\$ 0
Cost of the Work	\$ 102,687
Construction Contingency	\$ 0
Fee (4.75% of Cost of the Work)	\$ 4,848

Total Work Package #7 Partial Guaranteed Maximum Price \$107,535

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
Amendment No. 6, PWP6 Partial GMP:	\$ 93,539

This Amendment:

Amendment No. 7, PWP7 Partial GMP:	\$ 107,535
------------------------------------	------------

Total Partial GMP: \$ 23,303,368

RECOMMENDED:

By: _____
 Kellie Reed, Airport Director
 Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
 J. Brady Moore, City Manager
 Owner: City of Stillwater

Date: _____

ACCEPTED:

By: _____
 T.M. Lippert, President
 Lippert Bros., Inc.

Date: _____

REPORT TO: CITY COUNCIL

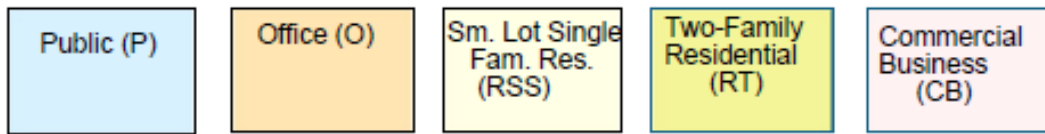
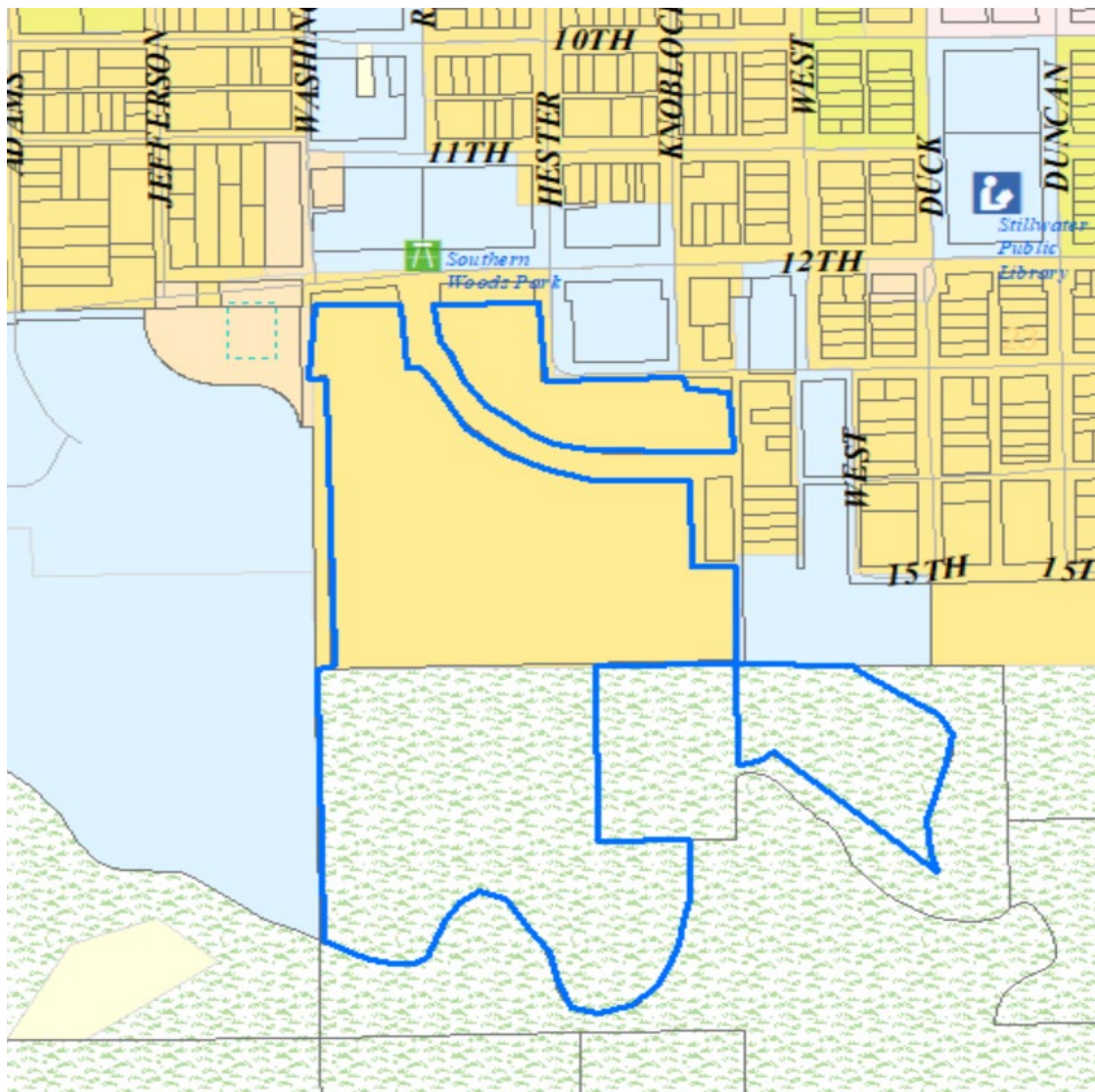
MEETING DATE: MARCH 9, 2026



Agenda Item:	7.a. CC-26-40
Previous/Related Action:	February 24th, 2026 Planning Commission Report
Background/Issue:	<p>The subject property is located at the southeast corner of 12th Avenue and Washington Street, at 799 W 12th Avenue. The property is approximately 62.1 acres and is currently partially platted as a portion of the Lynn Addition. The subject tract is vacant, and entirely within the FEMA floodplain boundary. The applicant is requesting review and approval of a Map Amendment to rezone the parcel from Small Lot Single-Family (RSS) and Agriculture (A) to Commercial General (CG).</p> <p>The Map Amendment is requested as a part of the preparation for the development of a new YMCA project on the site. The proposed YMCA development falls under the use category of "Recreation", which is allowed by right in the CG district, and is not allowed in the RSS or A districts. The site is proposed to be developed to meet all standards of the Commercial General (CG) District.</p>
Proposal/Solution:	On February 24th, 2026 Planning Commission recommended that the City Council approve the proposed Map Amendment as presented, with a 4-1 vote.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation and approve the proposed Map Amendment for the property addressed as 799 W 12th Avenue.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Area Map
2. Zoning Comparison Tables
3. DRAFT 02.24.2026 SPC Minutes



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Map Amendment (MA25-16)
Request: RSS & A to CG with portion remaining RSS
Address: 799 W 12th & 1798 S Hester.
Applicant: YMCA of Greater Oklahoma City

ZONING COMPARISON CHART		
	CG (Commercial General)	A (Agriculture)
Min Lot Size	No min requirements	5 acres
Min Lot Width/Depth	No min requirements	200/300 feet
Max Structure Height	No max height	No max limit
Min Front Yard	25 feet/10 feet from alley	50 feet
Min Side Yard - boundary with:		
Residential district	20 feet	30 feet
Commercial district	No min requirements	30 feet
Industrial district	No min requirements	30 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	50 feet
Any other district	No min requirements	50 feet
Max Lot Coverage	50 percent	40 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	No requirements
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	<ul style="list-style-type: none"> • Arts & Entertainment • Bed & Breakfast, Hotel, Motel • Beverage Services • Churches & Religious Institutions • Financial Institutions & Services • Food Services • Free-Standing Self-Service • Health Care & Social Assistance • Information • Parking Lots/Garages • Personal & Laundry Services • Personal Storage & Warehousing • Professional & Administrative Offices • Recreation • Research & Development • Retail Trade • Transportation Activities • <i>Utilities</i> • Vehicle & Equipment Sales/Service • Wholesale Trade 	<ul style="list-style-type: none"> • Agriculture, Forestry, Fishing, Hunting • Animal and Pet Keeping Facility • Conventional single-family (accessory to principal use) • Mobile Home, (accessory to principal use) • Mobile Home Park • Residential design manufactured home (accessory to principal use) • Telecommunications Tower • <i>Utilities</i>

ZONING COMPARISON CHART		
	RSS (Residential Single Family Small Lot)	CG (Commercial General)
Lot Size	5000 square feet	No min requirements
Min Lot Width/Depth	50/100 feet	No min requirements
Max Structure Height	35 feet	No min requirements
Min Front Yard	20 feet/10 feet from alley	25 feet/10 feet from alley
Corner lot optional setback	Front: 20 feet Street Side: 15 feet	N/A
Min Side Yard - boundary with:		
Residential district	5 feet	20 feet
Commercial district	15 feet	No min requirements
Industrial district	15 feet	No min requirements
Min Rear Yard - boundary with:		
Residential district	20 feet	20 feet
Any other district	20 feet	No min requirements
Lot Coverage	No max limit	50 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	No requirements	Required when abutting RSS, RSL, RMH, RT or RM; 70% opaque up to 3- feet tall and 40% opaque up to 5-feet tall
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	<ul style="list-style-type: none"> • Conventional single-family • Residential design manufactured homes 	<ul style="list-style-type: none"> • Arts and Entertainment • Bed and Breakfast, Hotel, Motel • Beverage Services • Churches and Religious Institutions • Financial Institutions and Services • Food Services • Free-Standing Self Service Facilities • Health Care and Social Assistance • Information • Parking Lots/Garages • Personal and Laundry Services • Professional and Administrative Office and Services • Recreation • Research and Development • Retail Trade • Transportation Activities • Utilities • Vehicle and Equipment Sales and service • Wholesale Trade

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF FEBRUARY 24TH, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED February 19th, 2026 IN THE
MUNICIPAL BUILDING AT 723 SOUTH LEWIS STREET

MEMBERS PRESENT

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

STAFF PRESENT

Kim Payne, Assistant City Attorney
Henry Bibelheimer, Senior City Planner
David Barth, Development Services Director
Joshua Brown, Project Coordinator
Ann Colina, Development Civil Engineer
Alexandria Holle-Maged, Administrative Assistant

MEMBERS ABSENT

Staff Absent

1. CALL MEETING TO ORDER.

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

.....

3. PUBLIC HEARING

- a. Receive public comment regarding a request for a Map Amendment (MA25-16) to rezone from Small Lot Single Family Residential (RSS) & Agriculture (A) to Commercial General (CG) at the property addressed as 799 W. 12th Avenue.

Mr. Bibelheimer presents staff's report

Chair Phillips requested that staff display the graphic indicating the floodway and floodplain and asked for confirmation that the blue hatched area on the map represented the floodplain. Mr. Bibleheimer confirmed that the blue hatching indicates the floodplain.

Chair Phillips followed up by asking if the line represented a 100-year or 300-year floodplain. Mr. Bibleheimer stated his belief that it is the 100-year floodplain; and clarified that while the comprehensive plan map does not differentiate between floodplain and floodway, the area shown is the 100-year floodplain, noting that the floodway likely sits entirely south of the gray-shaded development area.

Chair Phillips raised a point of order regarding where to address technical concerns about earth change permits and floodplain modifications.

Mr. David Barth, Development Services Director, clarified that while his department does not choose the project location, they review the submitted plans against established city and state codes. He detailed the following regulatory standards:

- The bar set by city code and state law is that a development must have no adverse impact on surrounding properties.
- Standard regulations require that the post-development flow rate (Q) does not exceed the pre-development flow rate.
- Explained that this project presents a unique hydraulic situation. The applicant conducted a timing study demonstrating that it is more advantageous to allow water to flow out of the site and into the channel immediately. This will allow the water to exit now prevents it from combining with the peak storm surge that eventually flows down Stillwater Creek. Based on this study, the YMCA is not providing on-site detention, as releasing the water early is considered safer for the overall system in this specific location.

Mr. Barth concluded that while he did not have every granular detail of the study at hand, the applicant's team had fulfilled all technical requirements requested by the city.

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

Austin Burton, Civil Engineer of Record (Kimley-Horn and Associates), comes forward and speaks on the following:

- Noted his firm's extensive experience with floodplain development.
- Compensatory Storage - explained that per state and city regulations, any soil used to raise the site (fill) must be sourced from the property itself to avoid reducing the floodplain's capacity.
- The Borrow Pit - The project includes a large borrow pit located south of the main facility. This area is being excavated to a bottom elevation of 849 feet. The soil removed from this pit will be used to raise the building pad.
- Site Elevations - Existing Grade: Approximately 860 feet.
 - Base Flood Elevation (BFE): 865.7 feet.
 - Proposed Building Pad: 869 feet.
 - Margin of Safety: The building will be elevated 9 feet above its current grade and over 2 feet above the BFE, exceeding the city's 1-foot requirement.

Chair Phillips inquired about the specific location of the floodway in relation to the borrow pit and building site. Mr. Burton clarified that by state regulation and city code, no work or fill is allowed in the floodway; demonstrated on the map that the floodway boundary follows the bow of Stillwater Creek and lies entirely south of the proposed work; the only work occurring in the floodway is a drain pipe connecting the borrow pit to the creek; how they worked "hand in hand with FEMA," using FEMA models to develop boundaries; and this work was coordinated with WSB (the city's third-party consultant) to ensure it aligned with WSB's ongoing general study of Stillwater Creek.

Commissioner Shanahan asked what time frame or data set determined the 100-year floodplain being used. Mr. Burton responds that he was unsure if they used city drone footage from the 2019 flood to correlate experienced flood elevations with their survey; noted the "Total Health" building to the west sits at 868 feet; drone footage showed that the 2019 event did not inundate that building, though it reached the parking lot; and by setting the YMCA at 869 feet, it will sit one (1) foot higher than the neighboring medical facility.

Chair Phillips asks what the second building on the property would be. Mr. Burton clarifies that this is just a conceptual site plan but they are doing a mass grading of the whole site as that is what is most cost effective.

Commissioner Prather asked why the project required Commercial General (CG) zoning—the city's broadest commercial category—and whether Public (P) zoning could meet the needs of the YMCA. Mrs. Kim Payne, Asst. City Attorney clarified that Public zoning requires the land to be owned by a governmental agency (City or University), therefore, as a private entity, the YMCA is ineligible.

Mr. Henry Bibleheimer explained that because there is no specific use category for the YMCA, it was classified as "Recreation"; this use is allowed in very few districts; and CG was chosen to accommodate both the building and the potential future soccer complex.

Chair Phillips opens the public hearing and asks if anyone would like to speak in favor of the item.

Mr. Wayne Smith, 1724 S. Husband Street states he has been a resident for 60 years, spoke as a neutral party; expressed support for the YMCA but emphasized the critical importance of flood control, noting that historical flood control structures are the only reason past floods weren't significantly worse. Mr. Smith offered his historical knowledge of the area's water behavior to the engineers, stressing that the project needs to be done right.

Chair Phillips asks if anyone else would like to speak in favor of the item; none respond. Chair Phillips asks if there is anyone that wishes to speak in to speak in opposition; none respond.

Chair Phillips closes the public hearing and invites the applicant back up to address concerns.

Mr. Austin Burton provided a brief technical clarification regarding the borrow pit's role in the flood study and site development.

- The only work occurring within the floodway is the installation of a very large 8-foot wide by 4-foot tall reinforced concrete box.
- The purpose of this structure is to allow the creek to back up into the borrow pit when it begins to flood.
- Because the borrow pit is only a few feet above the bottom of the creek, it effectively "broadens" the creek during a flood event. This creates additional working volume at a deep elevation, allowing the site to be developed and paved without creating negative impacts upstream or downstream.

Chair Phillips asked for clarification on whether the borrow pit would retain water. Mr. Burton clarified that the borrow pit is not intended to hold water permanently; as the creek level drops following a flood event, the borrow pit will drain back into the creek through the large concrete box; and noted that the size of the structure was specifically requested by WSB (the city's consultant) to ensure the creek and borrow pit function in unison.

Chair Phillips inquired about the responsibility for keeping the borrow pit and the 8x4-foot box structure free of debris. Mr. Burton noted that while existing trees will be cleared, new landscaping could eventually create on-site debris.

Mr. Barth clarified that since the borrow pit and drainage structures are located on private property, the property owner (YMCA) is responsible for maintenance which includes mowing the pit and ensuring trees or debris do not obstruct the drainage structures.

Chair Phillips asks staff for findings and alternatives.

Mr. Bibelheimer presents findings and alternatives, which are:

Findings:

1. The proposed recreation facility is allowed by right in the Commercial General (CG) zoning district.
2. The YMCA development generally aligns with the Future Land Use Map of Envision Stillwater 2045.

Alternatives:

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

Planning Commission has further discussion regarding:

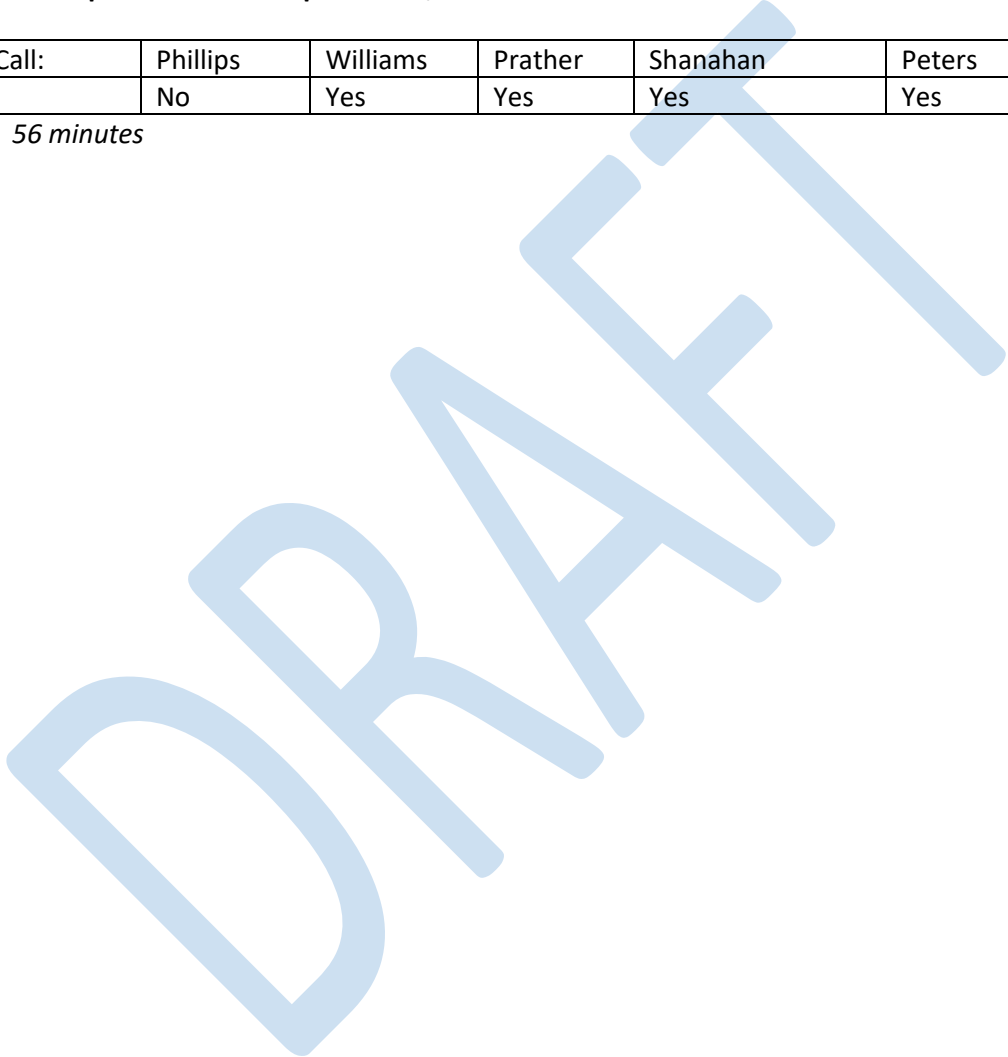
- The implications of rezoning the property to Commercial General (CG).
- Risk of Future Use: Expressed concern that if the YMCA project were not to proceed, the property would remain "wide open" to any high-intensity commercial use allowed under the CG designation.
- Best Practices and Floodplains: a philosophical objection to developing in a floodplain regardless of the zoning, noting it is not "best practice."
- Argued that the Land Development Code lacks a straightforward path for "civic" uses that are not government-owned, leading to a "disconnect" where the CG request does not truly follow the Comprehensive Plan's "Public and Civic" designation.
- Zoning Precedent: The risk of a project failing after a rezone is a scenario the Commission faces with every development, suggesting it should not necessarily preclude approval if the current plan is sound.
- Exploration of Alternative Zoning and Overlays
- Public (P) Zoning Limitations: Staff and Legal Counsel clarified that Public zoning requires ownership by a governmental agency.
- The PUD Option: In response to inquiries about limiting CG uses via an overlay, Mr. Barth explained that a Planned Unit Development (PUD) is the only tool available to approve a rezoning while restricting it to specific uses; noted a PUD could also be used to adjust regulations like lot coverage if the Commission pursued an Agriculture (A) or Office (O) designation with a Specific Use Permit (SUP).
- Specific Use Permits (SUP): Mrs. Payne, Asst. City Attorney, clarified that the Commission could not recommend an SUP tonight because it requires a separate notice and application process; and advised they must strictly recommend approval or denial of the move to CG.
- Alignment with the Comprehensive Plan as the Commission debated how the YMCA fits into the Envision Stillwater 2045 plan.
- Recreation Classification: Mr. Bibleheimer noted that "Recreation" is only allowed by right in CG and CB (Commercial Business), or via SUP in Office (O) and Agriculture (A).

- Civic Intent: argued that while the YMCA is a nonprofit, it provides a community service that aligns with the "Civic" designation; however, they remained hesitant about the CG designation itself as a vehicle for that use; and
- Engineering Protections: noted that while they understood the hesitancy regarding floodplain development, the city has established guidelines and engineering requirements that the applicant has successfully met.

Commissioner Peters moved to accept findings and recommend that the City Council approve the proposed Map Amendment as presented, Commissioner Prather seconded.

Roll Call:	Phillips	Williams	Prather	Shanahan	Peters
	No	Yes	Yes	Yes	Yes

Time: 56 minutes



ORDINANCE NO. 3598

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 799 W. 12TH AVENUE FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) and AGRICULTURE (A) TO COMMERCIAL GENERAL (CG).

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

Parcels located at 799 W. 12TH AVENUE:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE, S00°37'52"E, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 257.52 FEET; THENCE, N88°35'42"E, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 48.00 FEET; THENCE, S00°37'52"E, PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1074.46 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE, N88°37'27"E, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1273.65 FEET, TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE, N00°40'31"W, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 345.28 FEET; THENCE, N88°35'03"W, A DISTANCE OF 137.01 FEET; THENCE N00°40'31"W, PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 314.75 FEET; THENCE, S88°37'58"W, A DISTANCE 203.48 FEET; THENCE, NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 695.00 FEET, AN ARC LENGTH OF 1052.91 FEET, THE CHORD OF WHICH BEARS N47°57'59"E, A CHORD DISTANCE OF 817.65 FEET; THENCE, N04°33'56"W, CROSSING INTO THE NORTHWEST QUARTER, A DISTANCE OF 85.87 FEET; THENCE, S83°57'36"W, A DISTANCE OF 274.05 FEET, TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE S01°05'54"E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 47.02 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING.

AND

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE, A DISTANCE OF 377.38 FEET, N88°35'42"E, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, TO A POINT OF BEGINNING; THENCE S04°33'56"E, A DISTANCE OF 10.25 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 595.00 FEET, AN ARC LENGTH OF 901.41 FEET, THE CHORD OF WHICH BEARS S47°57'59"E, A CHORD DISTANCE OF 817.65 FEET; THENCE, N88°37'58"E, A DISTANCE OF 341.70 FEET, TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE N00°40'31"W, ALONG SAID EAST LINE, A DISTANCE OF 232.75 FEET; THENCE, S88°35'42"W, PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 137.01 FEET; THENCE,

N00°40'31"W, PARALLEL TO SAID EAST LINE A DISTANCE OF 49.98 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 13TH AVENUE; THENCE, S88°35'20"W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 454.78 FEET; THENCE, N00°37'52"W, ALONG THE WEST RIGHT OF WAY LINE OF SOUTH HESTER STREET, PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 290.03 FEET, TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE, S88°35'42"W, ALONG THE SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE, N00°37'52"W, ENTERING INTO THE NORTHWEST QUARTER, PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 70.01 FEET; THENCE, S88°35'42"W, PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 336.50 FEET; THENCE, S04°33'56"E, A DISTANCE OF 70.10 FEET, TO THE POINT OF BEGINNING.

AND

PART OF THE SOUTHWEST QUARTER (SW/4) SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-THREE (23), TOWNSHIP NINETEEN RANGE (19) NORTH, RANGE TWO (2) EAST I.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 448.8 FEET WEST OF THE NORTHEAST CORNER (NE/COR) OF SAID SOUTHWEST QUARTER (SW/4) SOUTHWEST QUARTER (SW/4); THENCE WEST ALONG THE NORTH BOUNDARY LINE OF SAID SOUTHWEST QUARTER (SW/4) SOUTHWEST QUARTER (SW/4) TO THE NORTHWEST CORNER (NW/COR) OF SAID SOUTHWEST QUARTER (SW/4) SOUTHWEST QUARTER (SW/4); THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) SOUTHWEST QUARTER (SW/4) TO A POINT 352 FEET NORTH OF SOUTHWEST CORNER (SW/COR) OF SAID SOUTHWEST QUARTER (SW/4), WHICH POINT IS IN THE CENTER OF STILLWATER CREEK; THENCE ALONG THE COURSE AND IN THE CENTER OF SAID CREEK IN A NORTHEASTERLY DIRECTION TO A POINT WHERE SAID CREEK INTERSECTS A LINE PARALLEL TO, AND 695' NORTH OF THE SOUTH BOUNDARY LINE OF SECTION TWENTY-THREE (23) AND 150 FEET WEST OF THE EAST BOUNDARY LINE; THENCE WEST 298.8 FEET, THENCE NORTH 625 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE EAST 30 FEET OF THE WEST 63 FEET SAID TRACT.

AND

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER, PAYNE COUNTY, STATE OF OKLAHOMA ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE, A DISTANCE OF 1331.96 FEET, S00°37'52"E, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER; THENCE A DISTANCE OF 1321.65 FEET, N88°37'27"E, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, S00°40'31"E, ALONG THE WEST LINE OF SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 359.45 FEET; THENCE, N77°29'47"E, A DISTANCE OF 89.75 FEET; THENCE, N55°54'34"E, A DISTANCE OF 30.06 FEET; THENCE, S59°41'12"E, A DISTANCE OF 667.04 FEET; THENCE, S15°58'00"E, A DISTANCE OF 20.88 FEET; THENCE, N08°24'24"E, A DISTANCE OF 167.03 FEET; THENCE, N26°25'41"E, A DISTANCE OF 88.63 FEET; THENCE, N00°05'39"E, A DISTANCE OF 23.31 FEET; THENCE, N04°57'26"E, A DISTANCE OF 55.01 FEET; THENCE, N02°57'52"W, A DISTANCE OF 107.32 FEET; THENCE N20°29'39"W, A DISTANCE OF 38.70 FEET; THENCE N52°59'15"W, A DISTANCE OF 43.44 FEET; THENCE, N84°33'04"W, A DISTANCE OF 285.55 FEET; THENCE, N56°21'00"E, A DISTANCE OF 91.66 FEET; THENCE, N65°13'32"E, A DISTANCE OF 8.41 FEET; THENCE N61°12'23"W, A DISTANCE OF 126.43

FEET; THENCE, N02°26'48"W, A DISTANCE OF 14.50 FEET, TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE, S88°37'27"W, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER, A DISTANCE OF 390.10 FEET, TO THE POINT OF BEGINNING.

SAID TRACTS OF LAND CONTAINING 62.10 ACRES, MORE OR LESS, AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

be and the same is hereby rezoned from RSS (SMALL LOT SINGLE-FAMILY RESIDENTIAL) and A (AGRICULTURE) TO CG (COMMERCIAL GENERAL).

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: 03/09/2026
Second Reading:

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 9th DAY OF MARCH 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 9th DAY OF MARCH 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 2-23-2026
Second Reading: 3-09-2026