



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
MARCH 23, 2026

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

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

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

a.	Stillwater Arts Month Proclamation
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4. Consent Docket

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

a.	Approve March 9, 2026 regular and executive session meeting minutes.	
b.	Approve request of waiver of Payment in Lieu of Taxes (PILOT) of \$12,451.37 as requested by Stillwater Housing Authority.	
c.	Approve budget amendments establishing revenue projections and appropriations for Tax Increment Financing (TIF) District #5 ad valorem tax increments based on the Payne County Assessor's report to the Excise Board and the TIF #5 project plan.	Jared Thulin
d.	Approve agreement between City of Stillwater, Stillwater	David Barth

	Utilities Authority and Independent School District No. 16 for sharing of the cost of a waterline extension connecting two dead-end waterlines in the new high school project area which will benefit the greater public by improving water circulation and quality.		
e.	Acceptance of a Final Plat (SUB25-12) named Stillwater High School Addition at 410 W. Franklin Avenue.	CC-26-41	Henry Bibelheimer
f.	Accept public improvements (IMP24-04) for Stillwater High School Addition at 410 W. Franklin Avenue.	CC-26-42	Joshua Brown
g.	Award a Unit Price Contract to Wyatt Contracting, Inc. for \$539,854.75 related to Drury Street Culvert Improvements (Bid No. 2-2026); authorize total construction expenditures of \$630,243.00, which includes the construction contract, testing and contingency; authorize the City Manager to execute the construction contract and related documents; and approve the associated budget amendment.	CC-26-43	Bill Millis
h.	Approve budget amendments reflecting receipt and appropriation of \$15,376 in Oklahoma Historical Society grant funds to the Stillwater Public Library.	CC-26-44	Stacy Delano
i.	Accept permanent easement and authorize the Mayor to execute the easement documents for: <ul style="list-style-type: none"> • Parcel 2A - Airport Water Line Project with Clark Realty Corp. 	CC-26-45	Bill Millis
j.	Approve the Amended and Restated Parking Space Lease Agreement with Francis EVC , LLC for the operation of EV charging stations in designated parking spaces at the Stillwater Public Library.		Christy Driskel

5. Public Comment on Items not Scheduled for Public Hearings

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

online at Request to speak form or via the form found in the lobby outside Council chambers.

6. Items Removed from the Consent Docket

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

7. Public Hearings

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

a.	Receive public comment regarding a request for a Specific Use Permit (SUP26-01) for property addressed as 4115 N. Perkins Road to operate a chemical manufacturing facility in the Industrial General (IG) district.	CC-26-46	Henry Bibelheimer
b.	Receive public comment regarding a Text Amendment (TXT26-03) to Stillwater City Code Chapter 23, Land Development Code, Article VI, Land Use Classifications, Division 4, Commercial Districts, Section 23-152, CB Commercial Business District; Repealing all ordinances to the contrary; and providing for severability.	CC-26-47	Henry Bibelheimer

8. General Orders

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

a.	Wildfire Presentation - One Year Later	Dawn Dodson, Rob Hill, Chief Helmberger, Chief Hassig
b.	Presentation and discussion of a proposed improvements project for Strickland Park Ballfields including the current status of Strickland Park Ballfields, a current needs assessment and discussion of needed improvements to the complex for continued and expanded use as a sports facility also capable of hosting large-scale tournaments; and discussion of economic impact brought by current and expanded use of the Strickland Park Ballfields; and a report to City Council on the Tourism Advisory Committee recommendation to SEDA to authorize use	Christy Driskel

	of funds from the Visitor Amenities Fund for this improvements project for the purpose of development and maintenance of visitor development amenities for the city.	
c.	<p>Possible action to approve the Strickland Ballfields Improvements Project to include infield turf, new fencing, LED lighting, shade structures, dugout extensions, and renovation to the restroom and concession areas; approve total project expenditures in an amount not-to-exceed \$1,835,745 (includes 15% contingency); approve associated budget amendments; and approve entering into two The Oklahoma Purchasing System (TOPS) cooperative contracts as set forth below; and authorizing the City Manager to sign approved contracts:</p> <ul style="list-style-type: none"> • Approve contract with GeoSurfaces for new infield turf, backstop, and fencing pursuant to TOPS Contract #23020101-100034 • Approve contract with Hellas Sports Lighting for new LED lighting pursuant to TOPS Contract #230203 	Christy Driskel

9. Resolutions

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

a.	RESOLUTION NO. CC-2026-5: A RESOLUTION OF THE CITY OF STILLWATER APPROVING THE SUBMISSION OF AN OKLAHOMA OPIOID ABATEMENT GRANT APPLICATION; AUTHORIZING THE USE OF CITY OF STILLWATER DIRECT OPIOID SETTLEMENT FUNDS TO SUPPORT THE PAYNE COUNTY DRUG COURT PROGRAM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY RELATED DOCUMENTS, COORDINATE WITH PROJECT PARTNERS, AND CARRY OUT ACTIVITIES ASSOCIATED WITH THE PROJECT
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10. Ordinances

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

First Read

a.	ORDINANCE NO. 3594: AN ORDINANCE AMENDING STILLWATER CITY CODE CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE VI, LAND USE CLASSIFICATIONS, DIVISION 4, COMMERCIAL DISTRICTS, SECTION 23-152, CB COMMERCIAL BUSINESS DISTRICT; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.
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Second Read

a.	ORDINANCE NO. 3598: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 799
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W. 12TH AVENUE FROM SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS) and AGRICULTURE (A) TO COMMERCIAL GENERAL (CG).

11. Appointments

a. Stillwater Housing Authority	CC-26-48	
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12. Reports from Officers and Boards

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

a. Miscellaneous items from the City Attorney

i.	Request for an Executive Session pursuant to 25 O.S. §307(B)(4) for the purpose of confidential communications between the City Council and its attorney concerning all aspects of litigation, and possible settlement agreement in <i>Hosterman v. City of Stillwater, et al.</i> , 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 a proceeding in the public interest.
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b. Miscellaneous items from the City Manager
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c. Miscellaneous items from the City Council
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13. Questions and Inquiries

14. Executive Session

a.	Confidential communication between City Council and its attorney concerning all aspects of litigation, and possible settlement agreement in <i>Hosterman v. City of Stillwater, et al.</i> , United States Federal District Court for the Western District of Oklahoma, Case No. CIV-24-976-SLP.
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15. Return from Executive Session

a.	Possible action related to <i>Hosterman v. City of Stillwater, et al.</i> , United States Federal District Court for the Western District of Oklahoma, Case No. CIV-24-976-SLP, including possible action to approve a resolution approving a settlement agreement and authorizing the City Attorney and the Law Firm of Collins Zorn & Wagner to prepare and file appropriate documents to effectuate settlement, including a journal entry of judgment, and further directing the attorneys to draft and file necessary documents including an assignment as may be necessary to effectuate the settlement, and to place said judgment on the sinking fund; and authorizing the mayor to sign the settlement agreement and any related documents for this purpose.
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16. Adjourn

On March 19, 2026, at 5:30 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED MARCH 6, 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
MARCH 9, 2026**

**PRESENT: VICE MAYOR AMY DZIALOWSKI, COUNCILORS CHRISTIE HAWKINS,
KEVIN CLARK AND TIM HARDIN**
ABSENT: MAYOR WILLIAM H. JOYCE

1. CALL MEETING TO ORDER

Vice Mayor Dzialowski 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. SPD Citizen Academy

Chief Public Affairs Officer Dawn Dodson introduced Police Chief Christopher Hassig. He explained the Citizen's Academy and the classes that the participants experience. Chief Hassig thanked Lieutenant TJ Low, Lieutenant Gripe and the other officers that helped run the academy as well as the participants. He discussed the real-life scenarios that police officers experience every day, and the class gets to see firsthand. Lieutenant Low presented the SPD Citizen's Academy Class XI.

b. Sunshine Week Proclamation

Vice Mayor Dzialowski read the proclamation declaring March 15-21, 2026, Sunshine Week in Stillwater. Carol Anderson with the League of Women Voters presented the history of Sunshine Week and accepted the proclamation.

c. Our Daily Bread Presentation

Chief Public Affairs Officer Dawn Dodson introduced Executive Director of Our Daily Bread (ODB), Rachael Condley. She explained how ODB is modeled like a small grocery store and guests can self-select their groceries. Ms. Condley discussed who ODB serves and the community partners that they collaborate with to provide a wide range of services to residents. She stated the locations of the satellite site food distribution places in the small surrounding communities. She presented the numbers of households that were helped in 2025. Ms. Condley thanked the City of Stillwater for everything they do to help ODB be successful from providing the building, parking lot lighting, ice clearing, and trash and waste services.

4. CONSENT DOCKET

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).
- 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 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.
- 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.
- 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.
- 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.
- h. Acceptance of a Final Plat for Fern Street Cottages on property addressed as 505 E 18th Avenue.
- i. Acceptance of water, sewer, and storm sewer improvements for the Fern Street Cottages development.
- j. Acceptance of an electric easement and a pedestrian easement for a new residential development at 807 W. 7th Avenue.
- k. Approve the attached budget amendment in the amount of \$62,800 to appropriate funds for a new pickup chassis and upfitting equipment.
- 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 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.

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

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. 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).

Senior Planner Henry Bibelheimer presented the report. He stated that 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). Mr. Bibelheimer reported that 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.

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

Councilor Clark reported that there was discussion in the Planning Commission meeting about flooding and he asked if this issue has been addressed.

Mr. Bibelheimer introduced Austin Burton, Civil Engineer with Kimley-Horn, that conducted the flood study and the drainage study. Mr. Burton explained the studies that were done, the results and the plan to move forward to mitigate the flooding in this area. He answered Council's additional questions.

Planning Commission recommended approval of the proposed Map Amendment as presented, with a 4-1 vote.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 799 W 12TH AVENUE.

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

8. ORDINANCES

a. First Reading

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).

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3598 TO SECOND READING AS PRESENTED.

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

b. 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

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3593 AS PRESENTED.

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

Vice Mayor Dzialowski moved to item 11. Executive Session on the agenda.

- b. Miscellaneous items from the City Manager:
 - City Manager Brady Moore reminded residents that tax season is here, and the Stillwater Public Library is offering free tax preparation assistance through AARP. Appointments are available now through April 7. You can schedule online at stillwaterok.gov/LibraryTaxes or visit the library at 1107 South Duck Street.
 - City Manager Brady Moore stated that Sunday, March 8, he was honored to be able to present a proclamation from Mayor Joyce and on behalf of the City of Stillwater to Reverend Calvin Miller who is celebrating 25 years as pastor of Mount Zion Baptist Church.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin stated 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 humidity, and elevated temperatures can all contribute to rapid fire spread. Before conducting a controlled burn, please contact the Stillwater Fire Department. This step can help prevent unintended wildfires. For fire safety information, follow SFD on Facebook & Instagram at STW Fire.
 - Councilor Clark reported that the Watershed Quality Division is hosting its annual Rain Barrel Event, offering residents the opportunity to purchase rain barrels to conserve water and reduce stormwater runoff. Rain barrels collect water from your roof that can later be used for lawns and gardens, an easy way to support conservation efforts at home.
 - Councilor Hawkins asked residents to mark their calendars for Stillwater's annual Trash-Off community clean-up on Saturday, March 28, from 9 a.m. to noon. This is a great opportunity for volunteers of all ages to help keep our community clean. The City will provide gloves, safety vests, and trash bags. An award will also be presented to the group that collects the most trash.
 - Vice Mayor Dzialowski announced that the annual Mid-South Endurance Race is this week, March 12-14, and includes a half marathon, 50K ultra marathon, and 50 and 100 mile bike ride. There will be road closures and heavier traffic in certain areas during the event, so please allow extra travel time and watch carefully for cyclists, runners, and pedestrians.
- 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 a pending investigation, claim or action involving Payne County Rural Water District No. 3.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:04 P.M.

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

NAY-NONE. MOTION CARRIED WITH FOUR YEA VOTES.

Stillwater City Council meeting recessed at 6:05 p.m. to enter into Executive Session.

Stillwater City Council reconvened at 6:27 p.m.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ENTER INTO EXECUTIVE SESSION AT 6:05 P.M.

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

12. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 6:27 P.M.

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

- 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.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS 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.

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

Vice Mayor Dzialowski returned to item 9b. Reports from Officers and Boards on the agenda.

13. ADJOURN

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADJOURN THE MARCH 9, 2026 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The March 9, 2026 regular meeting of the Stillwater City Council adjourned at 6:32 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 MARCH 6, 2026 AT 11:25 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
MARCH 9, 2026
6:05 P.M.

PRESENT: VICE MAYOR AMY DZIALOWSKI, COUNCILORS CHRISTIE HAWKINS,
KEVIN CLARK AND TIM HARDIN
ABSENT: MAYOR WILLIAM H. JOYCE

- a. 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.

Discussion was held regarding possible action concerning all aspects of a pending investigation, claim or action involving Payne County Rural Water District No. 3 pursuant to 25 O.S. § 307(B)(4).

The Executive Session concluded at 6:27 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK



Stillwater Housing Authority

807 S Lowry St. Stillwater, OK 74074

(405) 372-4906 | (405) 372-1416

sha@stillwaterhousing.org | www.stillwaterhousing.org

CITY OF STILLWATER

'26MAR4PM3:46

CITY CLERKS OFFICE

March 3, 2026

Mr. Brady Moore, City Manager
City Manager's Office
P.O. Box 1449
Stillwater, OK 74074

Dear Mr. Moore,

The Housing Authority of the City of Stillwater is requesting a waiver of the FY2026 PILOT payment to the City of Stillwater. The payment waiver for FY 2026 would be approximately \$12,451.37; however, the final amount is to be determined based on the shelter rent for 2025. The City of Stillwater has waived the PILOT in past years, and these monies have been used in the past to train residents towards self-sufficiency and other physical needs for public housing. In February 2026 HUD prorated the Operating Fund at 86% of our operations, and the SHA must use reserve money to pay HUD's portion. The SHA will use the PILOT to offset this budget discrepancy and improve the SHA affordable housing areas in our city.

The Stillwater Housing Authority always takes pride in its relationship with the City of Stillwater and appreciates city staff, our city council, and your support and assistance in making affordable housing available to all citizens of the City of Stillwater.

Sincerely,

Toni L. Broyles

Toni Broyles
Executive Director



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: 03/16/2026

Department: Finance

Requested by: Jared Thulin

Explanation: Revenues:
Establish revenue projections for receipt of TIF#5 ad valorem tax increment based on Payne County Assessor's Report to the Excise Board received after adoption of the FY26 budget.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: Property Tax	2920000 - 41300		\$ 0	\$ 96,739	\$ 96,739
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 96,739

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 3/16/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request
For Budget Year 2026

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

Office: 405.372.0025
Web: stillwater.org

Date: 03/16/2026

Department: Finance

Requested by: Jared Thulin

Explanation: Expenditure:
Establish budget appropriations for disbursement of a portion of the TIF#5 ad valorem tax increment to taxing jurisdictions per the TIF#5 project plan.

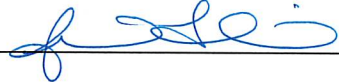
Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: Refunds	2920000 - 53062		\$ 0	\$ 39,283	\$ 39,283
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 39,283

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: 

Date: 3/16/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

MAR 10 2026

MINUTES

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of March 2026, by and between the **CITY OF STILLWATER, OKLAHOMA**, a municipal corporation and **STILLWATER UTILITIES AUTHORITY**, a public trust, hereinafter called "City/SUA", and **INDEPENDENT SCHOOL DISTRICT NO.16**, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer requested City/SUA's consideration for participation in a cost-share for the extension of a waterline to connect two (2) dead-end waterlines on the City's water distribution system; and

WHEREAS, Developer's request of the City/SUA is for materials and parts for construction of the waterline on the north access road of the new Stillwater High School; with the understanding that the full cost of construction including labor, equipment and management for a complete and fully functional system will be borne by the Developer; and

WHEREAS, Developer requests the City participate in the amount of up to and not exceeding \$10,000 to cover materials such as pipe, valves, fittings, service lines, meter assemblies, and rock, pursuant to Developer's cost estimate; and

WHEREAS, this project benefits the greater public by looping dead-end waterlines and improving water quality and redundancy for the area, and said improvements would cost the City in excess of \$10,000; and

WHEREAS, the project must be designed and constructed to the City's standards and ordinances including all local and state requirements governing waterlines and Developer is aware of the criteria and intends to meet such criteria.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE FOLLOWING MUTUAL COVENANTS AND AGREEMENTS, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

1. **Reimbursement.** City agrees to pay Developer a sum not to exceed \$10,000 for materials and parts needed for the construction of 510.88 linear feet of a 6-inch diameter waterline from Station 0+00 to Station 5+10.88 as shown on Sheet C300 of the approved waterline plans.
2. **Conditions.** Developer agrees to the following conditions:
 - a. Developer must comply with the City/SUA's standards, ordinances, codes and policies and all other local, state and federal requirements.
 - b. Participation by City will be on a reimbursement basis only.
 - c. Prior to reimbursement by the City, Developer must provide all documentation necessary, including as-builts, permits and provisions for city inspections, to demonstrate the waterline has been constructed in compliance with City/SUA's requirements;
 - d. Material invoices must be provided by the Developer to the City and the per item

"S:\DEVELOPMENT SERVICES\Electronic Submittals\0.1A SPS High School Campus Project\WL IMP25-02\Cost Share Documents\East West WL\2026-2-23 Agreement with SPS and City for East West WL IMP 25-02.docx"

price must be equal to or less than the City/SUA's competitively bid materials and parts pricing, per the City/SUA's procurement policies.

- e. Developer must construct the waterline and any other necessary infrastructure within the proposed utility easement shown on the final plat of the Stillwater High School Addition.
 - f. Reimbursement will be due upon acceptance of the necessary dedicated infrastructure by the City Council and paid by the City/SUA within 30 days of the City Council's acceptance of said easements, deeds, and infrastructure.
3. **Indemnification.** Developer understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers and ratepayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Developer harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. Developer will indemnify, defend and hold the City, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any person or entity, resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Developer and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Developer's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Agreement. In addition, Developer shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City of Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled.
 4. **Insurance.** Developer shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and as will provide protection from claims which may arise out of or result from Contractor's performance of the Work and Developer's other obligations under the Contract Documents, whether it is to be performed by Developer, any contractor, subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable.
 5. **Assignment; Third Party Rights.** Because this Agreement is unique to this specific transaction, it is not assignable by either party. This Agreement is solely between the City and Developer and no third party shall acquire any rights in this Agreement or have any right to enforce it.
 6. **Governing Law.** This Agreement shall be governed by the laws of the State of Oklahoma. Venue of any legal action shall be in the District Court of Payne County, Oklahoma.
 7. **Entire Agreement.** The parties agree that there are no representations, understandings, stipulations, or other agreements relating to the matters contained in this Agreement. This Agreement may not be altered, waived, or amended except by a written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 16

By: Roberta Douglas
Roberta Douglas, School Board President

MAILING ADDRESS: 314 South Lewis Street
Stillwater, Oklahoma 74074

Date: 3-10-26

CITY OF STILLWATER, OKLAHOMA

STILLWATER UTILITIES AUTHORITY

By: _____
Brady Moore, City Manager

By: _____
Brady Moore, General Manager

Date: _____

Date: _____

Approved As to Legal Form and Content:

By: _____
Kimberly Carnley, City Attorney

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 23, 2026



Agenda Item:	4.e. CC-26-41
Previous/Related Action:	February 24th, 2026 Planning Commission Report
Background/Issue:	<p>Located on the northeast side of Stillwater, the property is zoned Public (P). The applicant is proposing four (4) lots with access from West Franklin Avenue:</p> <ul style="list-style-type: none">• Lot 1 is approximately twenty-six (26) acres and will be the site of the High School Campus;• Lot 2 is nearly two (2) acres and contains an existing building; and• Outlots A and B make up an additional three & half (3.5) acres and are non-buildable lots comprised of a trail, drainage, and utility easement.
Proposal/Solution:	On February 24th, 2026, Planning Commission voted unanimously to recommend approval of the Final Plat Stillwater High School Addition 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 Stillwater High School Addition as presented.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Planning Commission Mtg Summary 02.24.2026 SPC DRAFT
2. Stillwater High School Addition Final Plat

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

- a. Consider request for a Final Plat (SUB25-12) named Stillwater High School Addition in the Public (P) zoning district at 410 W. Franklin Avenue.

Mr. Henry Bibelheimer, Sr. Planner presents the staff report and asks if there are any questions.

Chair Phillips questioned the timing of the request, noting that building construction is nearing completion and expressing surprise that the platting process had not occurred earlier. Mr. David Barth, Development Services Director, clarified that while platting typically precedes building permits, this project required the completion of public improvements, specifically water and sewer lines before the final plat could be accepted as there are manholes and hydrants could not be set to final grade until the parking lot and site work were nearly finished, the public improvements were only recently ready for formal acceptance.

Mr. Barth confirmed that while the sequence is not typical for standard developments, it aligns with the technical requirements for this specific site's infrastructure.

Chair Phillips asks if there are any more questions; none respond.

Mr. Bibelheimer presents staff's findings and alternatives.

Findings:

1. The proposed final plat meets the subdivision and zoning requirements.
2. Envision Stillwater 2045, recommends Public uses at this location.

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 #1 to accept findings and recommend that City Council approved the proposed final plat as presented.

Commissioner Prather 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: 6 minutes

DRAFT

**FINAL PLAT
OF
STILLWATER HIGH SCHOOL ADDITION
A PART OF THE NORTHWEST QUARTER OF SEC. 11, T. 19N., R. 02E., I.M.
CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA**

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE INDEPENDENT SCHOOL DISTRICT NO 16 HEREBY CERTIFIES THAT THEY ARE THE OWNERS AND HAVE ALL RIGHTS, TITLE, AND INTEREST IN AND TO A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING FROM THE SOUTHEAST CORNER (SE/COR) OF SAID NORTHWEST QUARTER (NW/4); THENCE, SOUTH 89°00'04" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 320.86 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING SOUTH 89°53'04" WEST A DISTANCE OF 73.25 FEET TO A POINT NON-TANGENT CURVE, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE FOR FRANKLIN STREET (NOW AVENUE), AS CREATED BY WARRANTY DEED IN BOOK 349, PAGE 248, PAYNE COUNTY, OKLAHOMA; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET AND AN ARC LENGTH OF 35.41 FEET, ALSO HAVING A CHORD BEARING OF NORTH 74°13'58" WEST AND A CHORD LENGTH OF 35.35 FEET; THENCE, NORTH 70°15'56" WEST A DISTANCE OF 45.46 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET AN ARC LENGTH OF 83.23 FEET, ALSO HAVING A CHORD BEARING OF NORTH 80°37'56" WEST AND A CHORD LENGTH OF 82.78 FEET; THENCE, SOUTH 89°04'04" WEST AND PARALLEL WITH AND 40 FOOT NORTHERLY OF THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 656.98 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET AND AN ARC LENGTH OF 64.47 FEET, ALSO HAVING A CHORD BEARING OF NORTH 44°36'25" WEST AND CHORD LENGTH OF 62.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE, WESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 135.00 FEET AND AN ARC LENGTH OF 193.31 FEET, ALSO HAVING A CHORD BEARING OF NORTH 79°14'38" WEST AND A CHORD LENGTH OF 177.21 FEET; THENCE, SOUTH 59°42'21" WEST A DISTANCE OF 42.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOOMER DRIVE (HIGHWAY 177), AS CREATED BY EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA, RECORDED IN BOOK 54 MISC., PAGE 342, PAYNE COUNTY, OKLAHOMA; THENCE, NORTH 30°15'56" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE CREATED BY SAID EASEMENT FOR RIGHT-OF-WAY AND ALSO THE EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA RECORDED IN BOOK 54 MISC., PAGE 344, A DISTANCE OF 363.85 FEET; THENCE, NORTH 61°44'48" EAST A DISTANCE OF 44.01 FEET; THENCE, NORTH 01°17'49" WEST A DISTANCE OF 340.93 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SAID NORTHWEST QUARTER (NW/4); THENCE, NORTH 89°01'22" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 300.05 FEET TO THE NORTHEAST CORNER (NE/COR) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4); THENCE, NORTH 00°02'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 460.70 FEET TO THE NORTHEAST CORNER (NE/COR) OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4); THENCE, SOUTH 88°59'45" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 855.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOOMER DRIVE (HIGHWAY 177) AS CREATED BY THE EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA RECORDED IN BOOK 54 MISC., PAGE 347 PAYNE COUNTY, OKLAHOMA; THENCE, NORTH 30°42'16" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 26.64 FEET; THENCE, NORTH 89°00'00" EAST, PARALLEL WITH AND 25 FOOT NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 869.26 FEET TO A POINT BEING 25 FOOT NORTH OF THE SOUTHWEST CORNER (SW/COR) OF THE NORTHEAST QUARTER (NE/4) OF SAID NORTHWEST QUARTER (NW/4); THENCE, NORTH 01°02'51" WEST ALONG THE WEST LINE A DISTANCE OF 310.25 FEET; THENCE, NORTH 89°00'04" EAST A DISTANCE OF 74.68 FEET; THENCE, SOUTH 25°13'58" EAST A DISTANCE OF 121.71 FEET; THENCE, SOUTH 76°15'54" EAST A DISTANCE OF 303.83 FEET; THENCE, SOUTH 01°19'15" WEST A DISTANCE OF 146.84 FEET; THENCE, NORTH 89°09'15" EAST A DISTANCE OF 242.12 FEET; THENCE, SOUTH 01°48'11" EAST A DISTANCE OF 493.87 FEET; THENCE, SOUTH 89°04'00" EAST A DISTANCE OF 55.34 FEET; THENCE, SOUTH 28°34'17" EAST A DISTANCE OF 199.14 FEET; THENCE, SOUTH 40°43'22" EAST A DISTANCE OF 545.04 FEET; THENCE, SOUTH 07°06'02" EAST A DISTANCE OF 89.00 FEET; THENCE, SOUTH 43°21'04" WEST A DISTANCE OF 150.77 FEET; THENCE, NORTH 70°16'12" WEST A DISTANCE OF 54.26 FEET; THENCE, SOUTH 14°21'37" WEST A DISTANCE OF 57.35 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,359,729 SQUARE FEET OR 31.21 ACRES, MORE OR LESS.

THE OWNER CERTIFIES THAT IT HAS CAUSED SAID TRACT OF LAND TO BE SURVEYED AND HAS CAUSED THE ATTACHED PLAT TO MADE SHOWING ACCURATE DIMENSIONS OF BLOCKS, LOTS, AND SETBACK LINES, RIGHTS-OF-WAY, AND EASEMENTS. THE OWNER FURTHER DESIGNATES SAID TRACT OF LAND AS STILLWATER HIGH SCHOOL ADDITION, AND HEREBY DEDICATES TO PUBLIC USE ALL THE RIGHTS-OF-WAY WITHIN THE SUBDIVISION AND GRANTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES, ALL EASEMENTS, AND RIGHTS-OF-WAY AS SHOWN ON THE ATTACHED PLAT FREE AND CLEAR OF ALL ENCUMBRANCES, RESTRICTIVE COVENANTS FILED SEPARATELY.

SUBSCRIBED THIS _____ DAY OF FEBRUARY, 2026

BY: _____

STATE OF OKLAHOMA)
)SS
COUNTY OF PAYNE)

ON THIS _____ DAY OF FEBRUARY, 2026, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, PERSONALLY APPEARED DR. ROBERTA DOUGLAS, SCHOOL BOARD PRESIDENT, INDEPENDENT SCHOOL DISTRICT NO 16, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SIGNED THE NAME OF THE MAKER THEREOF TO THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, MICHAEL SPEARS, DO HEREBY CERTIFY THAT I AM PROFESSIONAL LAND SURVEYOR, AND THAT THE ANNEXED PLAT REPRESENTS A SURVEY MADE UNDER MY DIRECTION, AND THAT THE MONUMENTS NOTED HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.


MICHAEL SPEARS, PLS 1910
DIGITALLY SIGNED 11/4/2025

THIS PLAT MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF OKLAHOMA)
)SS
COUNTY OF PAYNE)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF OKLAHOMA, ON THIS _____ DAY OF _____, 20___, PERSONALLY APPEARED MICHAEL SPEARS TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

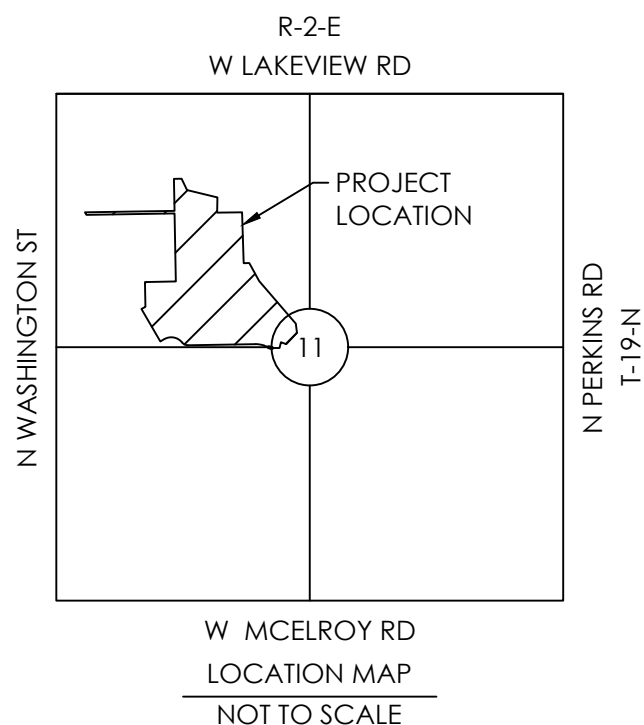
MY COMMISSION EXPIRES: _____

BASIS OF BEARING

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83), USING THE SOUTH LINE OF THE NW/4 OF SEC. 11, T. 19-N, R. 02E.

MONUMENTATION

ALL CORNERS WERE SET USING A 1/2" REBAR WITH USM CAP C.A. # 6858 CAP UNLESS OTHERWISE NOTED



COUNTY TREASURER'S CERTIFICATE

I, _____ DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED AND ACTING COUNTY TREASURER OF PAYNE COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR _____ AND PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT, 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 COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT THE CITY OF STILLWATER, OKLAHOMA, THIS _____ DAY OF _____, 20___

COUNTY TREASURER

PLANNING COMMISSION APPROVAL

I DO HEREBY CERTIFY THAT THE ATTACHED PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE STILLWATER CITY PLANNING COMMISSION AND IS HEREBY APPROVED BY SUCH COMMISSION ON THIS _____ DAY OF _____, 20___.

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 STILLWATER HIGH SCHOOL ADDITION, CITY OF STILLWATER, OKLAHOMA, THIS _____ DAY OF _____, 20___.

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 THE STILLWATER HIGH SCHOOL ADDITION AN ADDITION TO THE CITY OF STILLWATER, OKLAHOMA HEREBY ACCEPTED

ADOPTED BY THE COUNCIL OF THE CITY OF STILLWATER, THIS _____ DAY OF _____, 20___.

ATTEST:

CITY CLERK

MAYOR

NOTES :

1. THE PROPERTY OWNER WILL COMPLY WITH ALL CITY ORDINANCES, REGULATIONS AND STANDARDS REGARDING MAINTENANCE, REPLACEMENT AND REPAIR OF DRAINAGE FACILITIES.
2. PROPERTY OWNER MAY REQUEST CLOSURE AND JUDICIAL VACATION OF THE EXISTING GENERAL UTILITY, DRAINAGE, AND PEDESTRIAN EASEMENT RECORDED IN BOOK 698, PAGE 346, SHOWN ON EXHIBIT A AS RECORDED IN BOOK 695, PAGE 015, AND/OR THE EXISTING UTILITY EASEMENT RECORDED IN BOOK 444, PAGE 387. SAID EASEMENTS ARE ATTACHED HERETO.
3. OUTLOTS A AND B TO BE DESIGNATED AS TRAIL, DRAINAGE AND UTILITY EASEMENTS.

OWNER'S NOTARY

SURVEYOR'S SEAL

SURVEYOR'S NOTARY

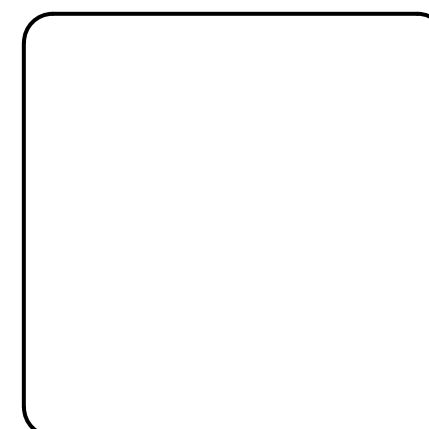
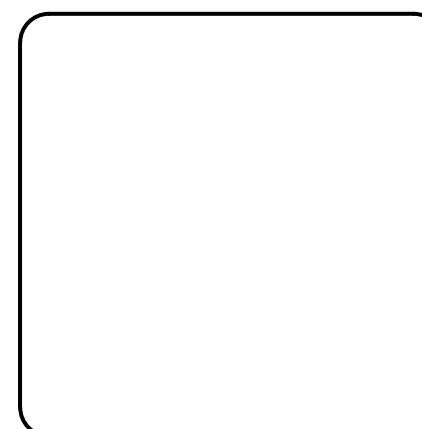
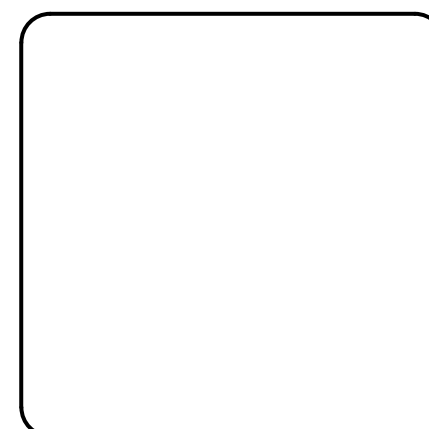
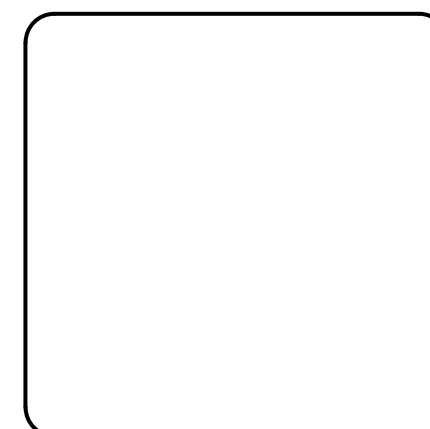
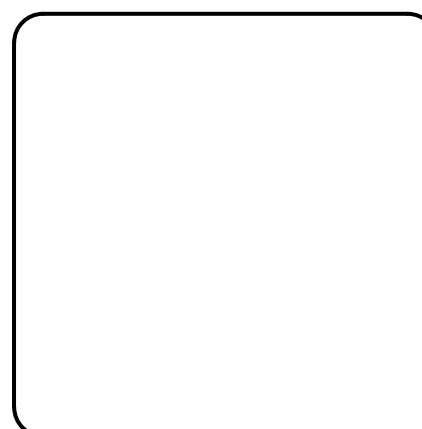
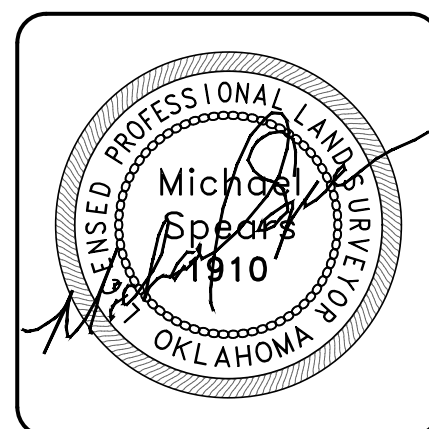
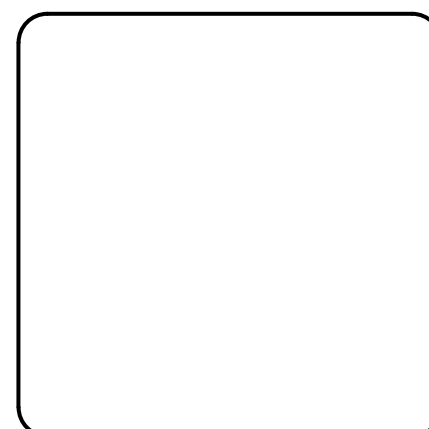
PAYNE

COUNTY TREASURER

PLANNING COMMISSION

CITY CLERK

CITY COUNCIL

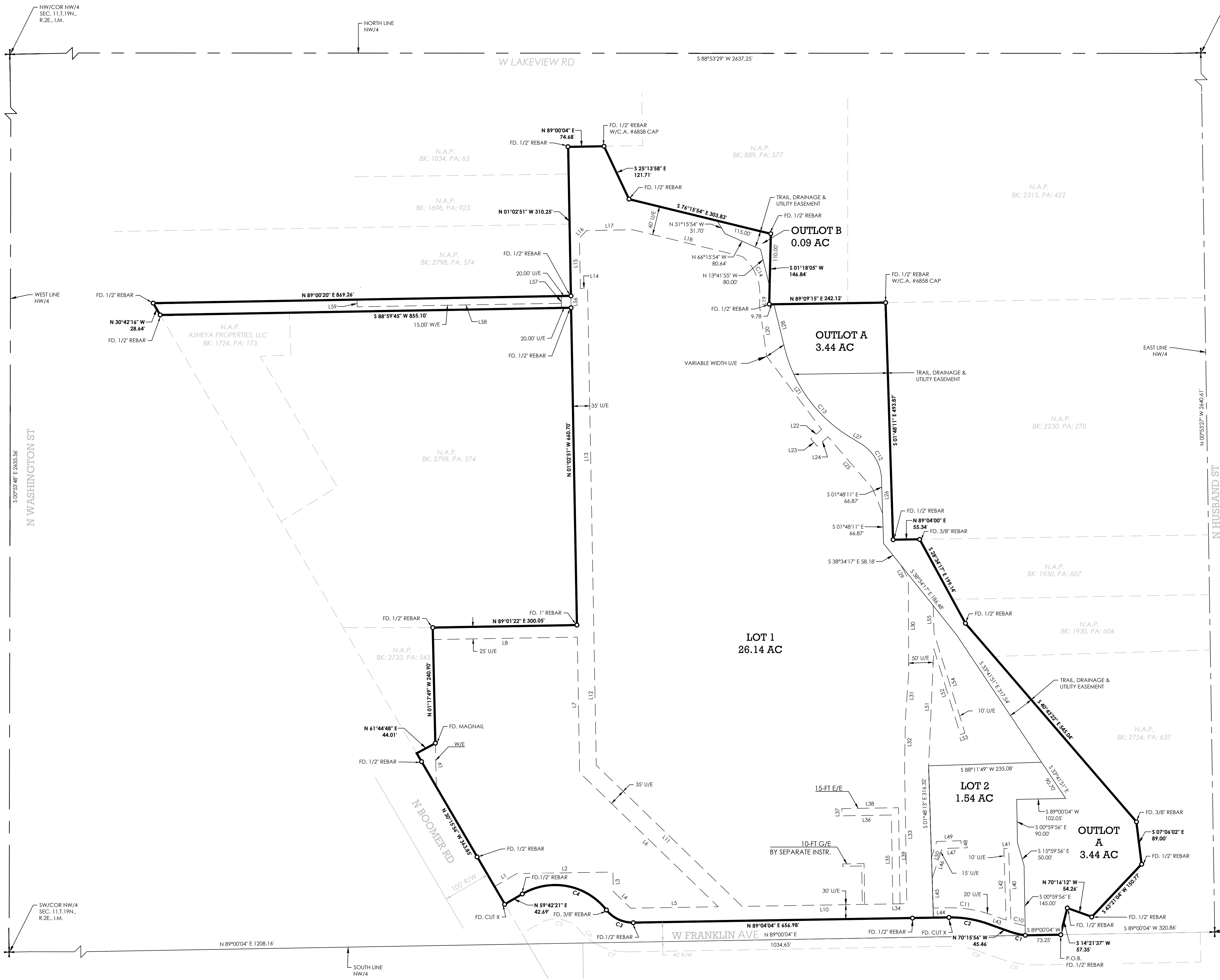
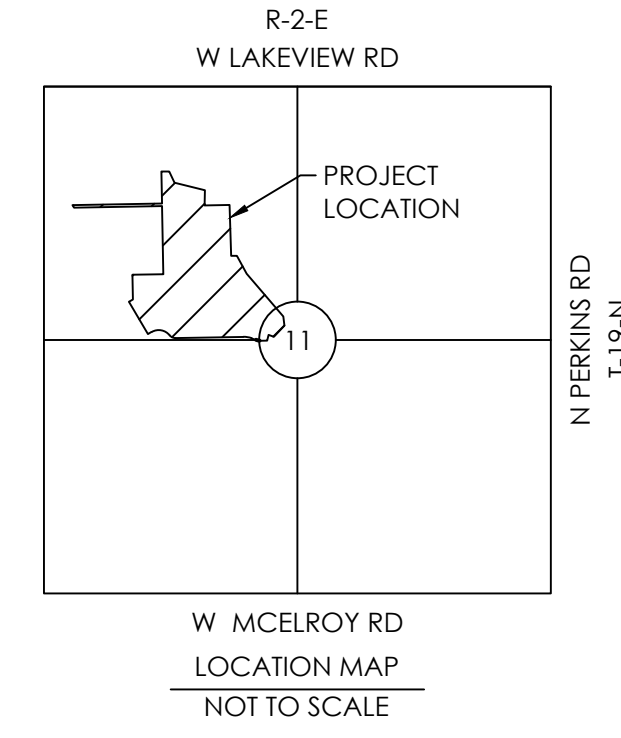
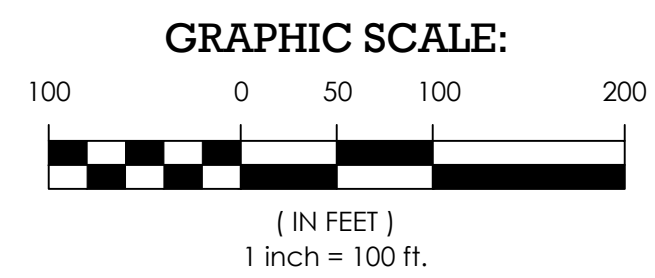
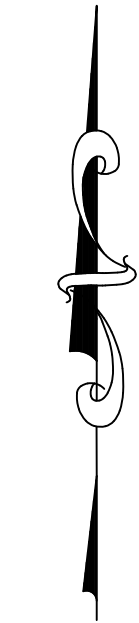


ENGINEER OF RECORD:
GOSE & ASSOCIATES
113 E 8TH AVE.
STILLWATER, OK 74074
PHONE: (405) 743-4907

FINAL PLAT TO SERVE
STILLWATER HIGH SCHOOL ADDITION



**FINAL PLAT
OF
STILLWATER HIGH SCHOOL ADDITION**
A PART OF THE NORTHWEST QUARTER OF SEC. 11, T.19N., R.02E., I.M.
CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA



LINE TABLE			LINE TABLE		
LINE #	DISTANCE	BEARING	LINE #	DISTANCE	BEARING
L1	53.44	N59°42'21\"E	L21	190.35	S36°57'40\"E
L2	200.29	N89°04'04\"E	L22	30.00	S49°16'27\"W
L3	40.31	S0°55'56\"E	L23	20.00	S40°43'33\"E
L4	50.19	S45°55'56\"E	L24	30.00	N49°16'27\"E
L5	182.44	N89°04'04\"E	L25	142.72	S40°43'33\"E
L6	401.58	N45°55'56\"W	L26	66.87	S1°48'11\"E
L7	282.13	N0°58'38\"W	L27	27.36	S58°37'17\"E
L8	300.42	S89°01'22\"W	L28	93.62	S13°41'55\"E
L9	90.80	S1°17'49\"E	L29	31.80	S28°34'17\"E
L10	342.83	S89°04'04\"W	L30	195.82	S0°14'57\"E
L11	422.12	N45°55'56\"W	L31	95.72	S4°04'04\"W
L12	292.62	N1°02'51\"W	L32	97.85	S1°03'58\"W
L13	700.48	N1°02'51\"W	L33	287.42	S0°55'56\"E
L14	15.00	S88°57'09\"W	L34	15.00	S89°04'04\"W
L15	105.25	N1°02'51\"W	L35	185.10	N0°55'56\"W
L16	21.37	N43°57'09\"E	L36	103.00	S89°04'06\"W
L17	96.07	N88°57'09\"E	L37	15.00	N0°32'05\"W
L18	234.92	S76°15'54\"E	L38	117.90	N89°04'06\"E
L19	24.13	S1°18'05\"W	L39	200.10	S0°55'56\"E
L20	105.52	S8°05'35\"E	L40	153.01	N1°48'12\"W

LINE TABLE		
LINE #	DISTANCE	BEARING
L41	10.00	S88°11'48\"W
L42	149.06	S1°48'12\"E
L43	32.36	N70°15'56\"W
L44	32.67	S89°04'04\"W
L45	61.47	N1°48'13\"W
L46	65.82	N18°07'09\"E
L47	40.00	N88°12'25\"E
L48	15.00	N1°47'35\"W
L49	50.52	S88°12'25\"W
L50	34.95	S18°07'09\"W
L51	243.85	N2°33'02\"E
L52	186.90	S17°12'03\"E
L53	10.00	N72°47'57\"E
L54	217.60	S17°12'03\"E
L55	57.51	N1°48'11\"W
L56	24.73	S1°02'50\"E
L57	24.73	S1°02'51\"E
L58	424.99	S89°00'20\"W
L59	15.00	N1°00'15\"W

Curve Table				
Curve #	Length	Radius	Delta	Chord Length
C1	35.41	170.00	11.94	N76°13'58\"W
C2	83.23	230.00	20.73	N80°37'56\"W
C3	64.47	70.00	52.77	N64°36'25\"W
C4	193.31	135.00	82.04	N79°14'38\"W
C5	90.50	65.00	79.77	S80°25'47\"E
C6	41.19	127.95	18.45	S49°04'55\"E
C7	73.06	130.00	32.20	N74°53'55\"W
C8	61.52	170.00	20.73	N80°37'57\"W
C9	83.23	230.00	20.73	N80°37'55\"W
C10	28.22	164.94	9.80	N75°40'42\"W
C11	90.46	250.00	20.73	N80°37'51\"W
C12	89.25	90.00	56.82	S30°12'44\"E
C13	235.22	300.00	44.92	S36°09'36\"E
C14	90.28	100.00	51.72	S24°33'39\"E

- NOTES:**
- THE PROPERTY OWNER WILL COMPLY WITH ALL CITY ORDINANCES, REGULATIONS AND STANDARDS REGARDING MAINTENANCE, REPLACEMENT AND REPAIR OF DRAINAGE FACILITIES.
 - PROPERTY OWNER MAY REQUEST CLOSURE AND JUDICIAL VACATION OF THE EXISTING GENERAL UTILITY, DRAINAGE, AND PEDESTRIAN EASEMENT RECORDED IN BOOK 698, PAGE 346, SHOWN ON EXHIBIT A AS RECORDED IN BOOK 695, PAGE 015, AND/OR THE EXISTING UTILITY EASEMENT RECORDED IN BOOK 444, PAGE 387. SAID EASEMENTS ARE ATTACHED HERETO.
 - OUTLOTS A AND B TO BE DESIGNATED AS TRAIL, DRAINAGE AND UTILITY EASEMENTS.

LEGEND

+	SECTION CORNER
○	FOUND MONUMENT AS DESCRIBED
●	SET 1/2\"/>

ENGINEER OF RECORD:
GOSE & ASSOCIATES
113 E 8TH AVE.
STILLWATER OK 74074
PHONE: (405) 743-4927

FINAL PLAT TO SERVE
STILLWATER HIGH SCHOOL ADDITION

UNIVERSAL
SURVEYING & MAPPING
214 W. 4th Avenue, Stillwater, OK 74074 Phone: (405) 373-2200
Fax: (405) 373-2201 www.universalsurveying.com

FINAL PLAT
OF
STILLWATER HIGH SCHOOL ADDITION
A PART OF THE NORTHWEST QUARTER OF SEC. 11, T. 19N., R. 02E., I.M.
CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA

BOOK 444 AND PAGE 387 :

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, TRAVCO DEVELOPERS, INC., for and in consideration of One and NO/100 Dollars (\$1.00) cash in hand paid, and other good and valuable considerations, receipt of which are hereby acknowledged, do hereby for themselves, their heirs, executors, administrators and assigns, grant and convey unto the CITY OF STILLWATER, OKLAHOMA, a municipal corporation, its successors and assigns, a permanent easement and right-of-way, through, over and across a tract of land situated in Payne County, State of Oklahoma, to-wit:

A tract of land in the NW¼ of Section 11, T-19-N, R-2-E, I.M., Payne County, Oklahoma, more particularly described as follows:
Beginning at a point 11 feet North of the SE corner of the NW¼ NW¼ of said Section 11;
thence N 89° 53' E, a distance of 413.26 feet;
thence South 20 feet; thence S 89° 53' W, a distance of 413.26 feet;
thence North 20 feet to the point of beginning.

With right of ingress and egress to and from same, for the purpose of permitting the said City of Stillwater, Oklahoma, to construct sewer, water, gas, electrical or other utility lines thereon through, over, under and across said property, together with all necessary and convenient appurtenances thereon; and to use and maintain the same, and of affording the said City of Stillwater, its officers, agents, employees, and all persons under contract with it, the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said sewer, water, gas, electrical or other utility lines; and for the further purpose of enabling the City of Stillwater to do any and all convenient things incident to such construction, operation, and replacement of such sewer, water, gas, electrical or other utility lines.

TO HAVE AND TO HOLD such easement and right-of-way to the said City of Stillwater, its successors and assigns forever.

DATED this 11th day of May, 1985.

BOOK 698 AND PAGE 346 :

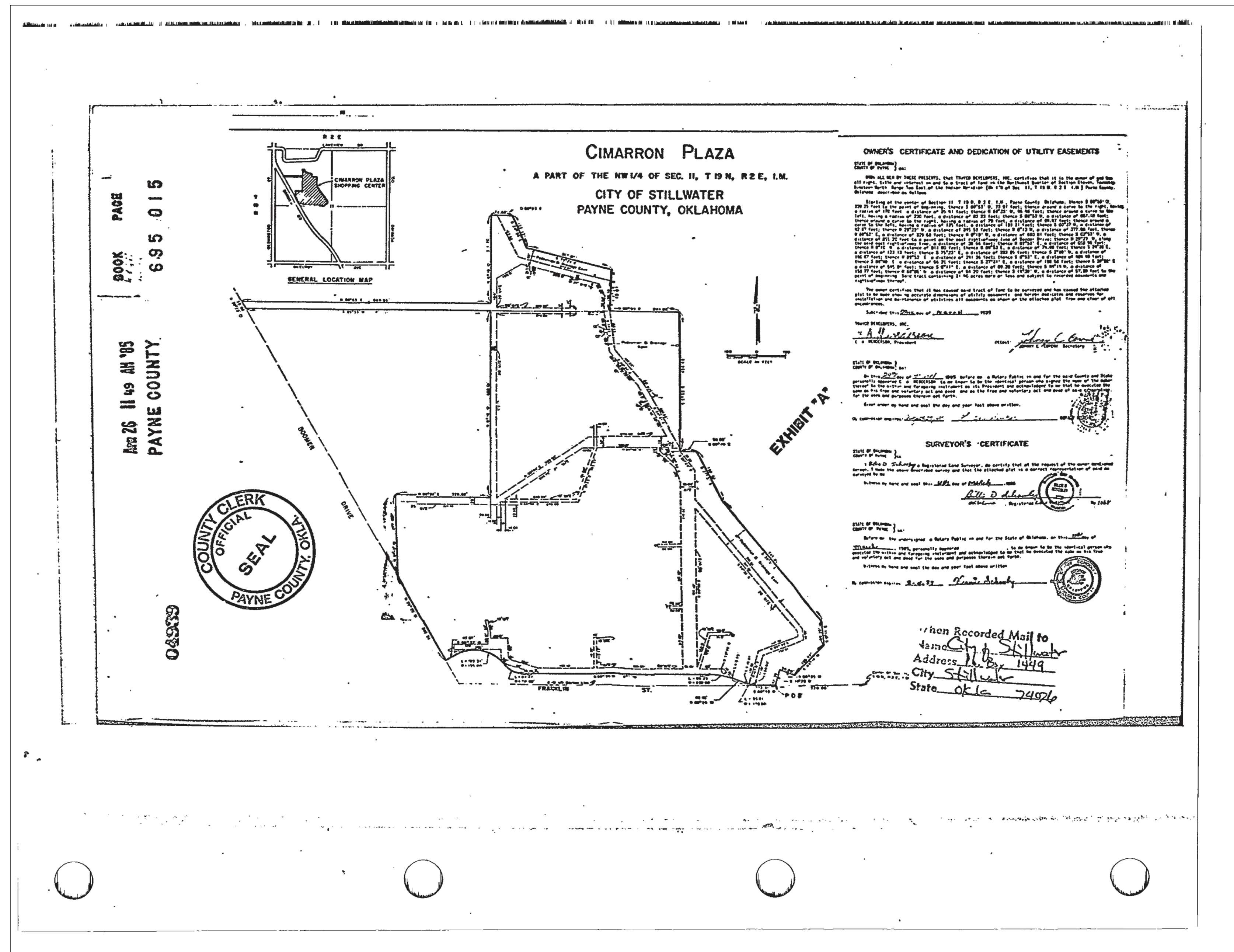
KNOW ALL MEN BY THESE PRESENTS:

That TRAVCO DEVELOPERS, INC., an Oklahoma corporation, Hereinafter called GRANTOR, for, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby enter into this agreement on this 29th day of August, 1985.

Whereas, GRANTOR represents and warrants that it owns and has fee simple title to a certain parcel of real estate located in the City of Stillwater, Payne County, State of Oklahoma, more particularly bounded and described as follows:

Starting at the center of Section 11, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma;
thence South 89 degrees 53 minutes West, a distance of 320.25 feet to the point of beginning;
thence South 89 degrees 53 minutes West, a distance of 73.91 feet;
thence around a curve to the right, having a radius of 170 feet, a distance of 35.41 feet;
thence North 69 degrees 23 minutes West, a distance of 45.46 feet;
thence around a curve to the left, having a radius of 230 feet, a distance of 83.23 feet;
thence South 89 degrees 53 minutes West, a distance of 66.0 feet;
thence around a curve to the right, having a radius of 50 feet, a distance of 64.47 feet;
thence around a curve to the left, having a radius of 135 feet, a distance of 193.31 feet;
thence South 00 degrees 37 minutes West, a distance of 42.67 feet;
thence North 89 degrees 53 minutes West, a distance of 345.59 feet;
thence North 88 degrees 13 minutes West, a distance of 277.60 feet;
thence North 00 degrees 00 minutes East, a distance of 329.58 feet;
thence North 00 degrees 00 minutes West, a distance of 660.81 feet;
thence South 89 degrees 53 minutes East, a distance of 855.20 feet to a point on the east right-of-way line of Boomer Drive;
thence North 29 degrees 23 minutes East along said east right-of-way line, a distance of 28.66 feet;
thence North 89 degrees 53 minutes East, a distance of 868.55 feet;
thence South 00 degrees 10 minutes West, a distance of 311.00 feet;
thence South 89 degrees 53 minutes East, a distance of 74.68 feet;
thence South 27 degrees 30 minutes East, a distance of 123.13 feet;
thence South 35 degrees 23 minutes East, a distance of 303.85 feet;
thence South 47 degrees 09 minutes West, a distance of 146.67 feet;
thence North 89 degrees 53 minutes East, a distance of 241.26 feet;
thence South 00 degrees 53 minutes East, a distance of 494.49 feet;
thence South 89 degrees 53 minutes East, a distance of 56.20 feet;
thence South 27 degrees 55 minutes East, a distance of 198.58 feet;
thence South 39 degrees 50 minutes East, a distance of 545.01 feet;
thence South 06 degrees 11 minutes East, a distance of 89.20 feet;
thence South 44 degrees 45 minutes West, a distance of 150.77 feet;
thence North 69 degrees 05 minutes West, a distance of 54.20 feet;
thence South 14 degrees 00 minutes West, a distance of 57.39 feet to the point of beginning.

Containing 31.40 acres, more or less



ENGINEER OF RECORD:
GOSE & ASSOCIATES
113 E 8TH AVE.
STILLWATER OK 74074
PHONE: (405) 743-4907

FINAL PLAT TO SERVE
STILLWATER HIGH SCHOOL ADDITION



REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 23, 2026



Agenda Item:	4.f. CC-26-42
Previous/Related Action:	
Background/Issue:	<ul style="list-style-type: none">• Independent School District No. 16 owns property located at 410 W Franklin Avenue.• This request is for acceptance of two water lines, and one sewer line that will serve the new Stillwater High School.• The first water line consists of 740 total linear feet of 6" C900 PVC pipe, and 3 fire hydrants.• The second water line consists of 1,166 total linear feet of 6" C900 PVC pipe, and 2 fire hydrants.• Sewer improvements consist of 1,065 total linear feet of 8" SDR26 PVC pipe with 4 manholes.
Proposal/Solution:	Staff recommend acceptance of the improvements for the Stillwater High School Addition.
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 Stillwater High School Addition.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Bond Waterline Bond GSH5900233 02.23.2026
2. Bond WI and SL Bond GSH5900234 02.23.2026

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND
Subdivision Name: Stillwater High School Addition
Plat Case Number: SUB25-12
IMP25-02**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, D. Owen Construction, LLC, as PRINCIPAL, and The Gray Casualty & Surety Company, a corporate entity organized under the Laws of the State of Louisiana 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 Twenty-five Thousand Nine Hundred Fifteen & 00/100 Dollars (\$125,915.00), 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):

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER (SE/COR) OF SAID NORTHWEST QUARTER (NW/4); THENCE, SOUTH 89°00'04" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 320.86 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING SOUTH 89°53'04" WEST A DISTANCE OF 73.25 FEET TO A POINT NON-TANGENT CURVE, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE FOR FRANKLIN AVENUE, AS CREATED BY WARRANTY DEED IN BOOK 349, PAGE 248, PAYNE COUNTY, OKLAHOMA; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET AND AN ARC LENGTH OF 35.41 FEET, ALSO HAVING A CHORD BEARING OF NORTH 76°13'58" WEST AND A CHORD LENGTH OF 35.35 FEET; THENCE, NORTH 70°15'56" WEST A DISTANCE OF 45.46 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET AN ARC LENGTH OF 83.23 FEET, ALSO HAVING A CHORD BEARING OF NORTH 80°37'56" WEST AND A CHORD LENGTH OF 82.78 FEET; THENCE, SOUTH 89°04'04" WEST AND PARALLEL WITH AND 40 FOOT NORTHERLY OF THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 656.98 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET AND AN ARC LENGTH OF 64.47 FEET, ALSO HAVING A CHORD BEARING OF NORTH 64°36'25" WEST AND CHORD LENGTH OF 62.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE, WESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 135.00 FEET AND AN ARC LENGTH OF 193.31 FEET, ALSO HAVING A CHORD BEARING OF NORTH 79°14'38" WEST AND A CHORD LENGTH OF 177.21 FEET; THENCE, SOUTH 59°42'21" WEST A DISTANCE OF 42.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOOMER DRIVE (HIGHWAY 177), AS CREATED BY EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA, RECORDED IN BOOK 54 MISC., PAGE 342, PAYNE COUNTY, OKLAHOMA; THENCE, NORTH 30°15'56" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE CREATED BY SAID EASEMENT FOR RIGHT-OF-WAY AND ALSO THE EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA RECORDED IN BOOK 54 MISC., PAGE 344, A DISTANCE OF 363.85 FEET; THENCE, NORTH 61°44'48" EAST A DISTANCE OF 44.01 FEET; THENCE, NORTH 01°17'49" WEST A DISTANCE OF 240.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SAID NORTHWEST QUARTER (NW/4); THENCE, NORTH 89°01'22" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 300.05 FEET TO THE NORTHEAST CORNER (NE/COR) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF

SAID NORTHWEST QUARTER (NW/4): THENCE, NORTH 00°02'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 660.70 FEET TO THE NORTHEAST CORNER (NE/COR) OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4); THENCE, SOUTH 88°59'45" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 855.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOOMER DRIVE (HIGHWAY 177) AS CREATED BY THE EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA RECORDED IN BOOK 54 MISC., PAGE 347 PAYNE COUNTY, OKLAHOMA; THENCE, NORTH 30°42'16" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 28.64 FEET; THENCE, NORTH 89°00'20" EAST, PARALLEL WITH AND 25 FOOT NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 869.26 FEET TO A POINT BEING 25 FOOT NORTH OF THE SOUTHWEST CORNER (SW/COR) OF THE NORTHEAST QUARTER (NE/4) OF SAID NORTHWEST QUARTER (NW/4); THENCE, NORTH 01°02'51" WEST ALONG THE WEST LINE A DISTANCE OF 310.25 FEET; THENCE, NORTH 89°00'04" EAST A DISTANCE OF 74.68 FEET; THENCE, SOUTH 25°13'58" EAST A DISTANCE OF 121.71 FEET; THENCE, SOUTH 76°15'54" EAST A DISTANCE OF 303.83 FEET; THENCE, SOUTH 01°19'15" WEST A DISTANCE OF 146.84 FEET; THENCE, NORTH 89°09'15" EAST A DISTANCE OF 242.12 FEET; THENCE, SOUTH 01°48'11" EAST A DISTANCE OF 493.87 FEET; THENCE, SOUTH 89°04'00" EAST A DISTANCE OF 55.34 FEET; THENCE, SOUTH 28°34'17" EAST A DISTANCE OF 199.14 FEET; THENCE, SOUTH 40°43'22" EAST A DISTANCE OF 545.04 FEET; THENCE, SOUTH 07°06'02" EAST A DISTANCE OF 89.00 FEET; THENCE, SOUTH 43°21'04" WEST A DISTANCE OF 150.77 FEET; THENCE, NORTH 70°16'12" WEST A DISTANCE OF 54.26 FEET; THENCE, SOUTH 14°21'37" WEST A DISTANCE OF 57.35 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS 1,359,729 SQUARE FEET OR 31.21 ACRES, MORE OR LESS.

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 water and sewer 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 4000 S Harvey, Norman, OK 73072 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 23rd day of February 20 26.

D. Owen Construction, LLC
Principal
By: [Signature]
Title Managing Member

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 23rd day of February 20 26.

The Gray Casualty & Surety Company
Surety
By: [Signature]
Sean McCauley, Attorney-in Fact
P.O. Box 6202, Metairie, LA 70009
Mailing Address
claims@graysurety.com
Claim submission website or email address

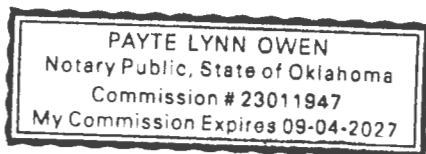
(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF McClain, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of February, 2026, personally appeared Darry Owen, 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

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSH5900233 **Principal:** D. Owen Construction, LLC

Project: Stillwater High School Addition - IMP25-02

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Sean McCauley, Liam Hackett, Sam Duckett, Jarrod Yost, Sarah Timmons, Ashlyn Simchik, and Bridget Truxillo of Dallas, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 23rd day of February, 2026.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 23rd day of February, 2026.

Leigh Anne Henican



State of  Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the THE GRAY CASUALTY & SURETY COMPANY

a corporation organized under the laws of LOUISIANA

and located at 3601 N. I-10 SERVICE ROAD W
METAIRIE, LA 70002

having complied with the Insurance laws of Oklahoma, is hereby licensed and authorized to transact the business of

*** PROPERTY, CASUALTY, MARINE, VEHICLE, SURETY,
WORKERS COMP ***

This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the insurer fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, *I have hereunto set my hand and caused the seal of my office to be affixed at the City of Oklahoma City, State of Oklahoma, this*

1ST day of JUNE A.D. 2004


Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 0155
AMENDED

Cindy Gibson

To: Cindy Gibson
Subject: RE: Bond GSH5900233 & GSH5900234

Best,
[Katie Purdy P.E.](#)
Gose & Associates
405.338.1063 – Direct

From: Bridget Truxillo <bridget@mccauleybonds.com>
Sent: Tuesday, March 17, 2026 9:29 AM
To: Katie Purdy <katie@gose-associates.com>
Cc: Bridget Truxillo <bridget@mccauleybonds.com>
Subject: RE: Bond GSH5900233 & GSH5900234

Katie,

Please accept this email as confirmation of the attached two bonds for our client D. Owen. These bonds are effective as of the formal acceptance from the City of Stillwater which will take place at their City Council meeting March 24, 2026. The bonds are effective for a 1 year term from that date.

Thank you,
Bridget



Bridget Truxillo

Service Director

McCauley Bond Agency

o: (214) 989-7047 | c: (504) 261-0328

5710 LBJ FWY, Suite 235, Dallas TX 75240

www.mccauleybonds.com

Dallas | Costa Mesa | Charlotte | Coeur d'Alene

From: Katie Purdy <katie@gose-associates.com>
Sent: Tuesday, March 17, 2026 9:22 AM
To: Bridget Truxillo <bridget@mccauleybonds.com>
Subject: Bond GSH5900233 & GSH5900234

Bridget,

Can you please verify when these bonds will expire?

Best,
[Katie Purdy P.E.](#)
Gose & Associates

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND
Subdivision Name: Stillwater High School Addition
Plat Case Number: SUB25-12
COMM24-009**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, D. Owen Construction, LLC, as PRINCIPAL, and The Gray Casualty & Surety Company, a corporate entity organized under the Laws of the State of Louisiana 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 Three Hundred Four Thousand Seven Hundred Ninety-five & 00/100 Dollars (\$304,795.00), 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):

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION ELEVEN (11), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER (SE/COR) OF SAID NORTHWEST QUARTER (NW/4); THENCE, SOUTH 89°00'04" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 320.86 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING SOUTH 89°53'04" WEST A DISTANCE OF 73.25 FEET TO A POINT NON-TANGENT CURVE, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE FOR FRANKLIN AVENUE, AS CREATED BY WARRANTY DEED IN BOOK 349, PAGE 248, PAYNE COUNTY, OKLAHOMA; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE NORTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET AND AN ARC LENGTH OF 35.41 FEET, ALSO HAVING A CHORD BEARING OF NORTH 76°13'58" WEST AND A CHORD LENGTH OF 35.35 FEET; THENCE, NORTH 70°15'56" WEST A DISTANCE OF 45.46 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET AN ARC LENGTH OF 83.23 FEET, ALSO HAVING A CHORD BEARING OF NORTH 80°37'56" WEST AND A CHORD LENGTH OF 82.78 FEET; THENCE, SOUTH 89°04'04" WEST AND PARALLEL WITH AND 40 FOOT NORTHERLY OF THE SOUTH LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 656.98 FEET TO A POINT OF CURVATURE; THENCE, NORTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 70.00 FEET AND AN ARC LENGTH OF 64.47 FEET, ALSO HAVING A CHORD BEARING OF NORTH 64°36'25" WEST AND CHORD LENGTH OF 62.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE, WESTERLY ON A CURVE TO THE LEFT, HAVING A RADIUS OF 135.00 FEET AND AN ARC LENGTH OF 193.31 FEET, ALSO HAVING A CHORD BEARING OF NORTH 79°14'38" WEST AND A CHORD LENGTH OF 177.21 FEET; THENCE, SOUTH 59°42'21" WEST A DISTANCE OF 42.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOOMER DRIVE (HIGHWAY 177), AS CREATED BY EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA, RECORDED IN BOOK 54 MISC., PAGE 342, PAYNE COUNTY, OKLAHOMA; THENCE, NORTH 30°15'56" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE CREATED BY SAID EASEMENT FOR RIGHT-OF-WAY AND ALSO THE EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA RECORDED IN BOOK 54 MISC., PAGE 344, A DISTANCE OF 363.85 FEET; THENCE, NORTH 61°44'48" EAST A DISTANCE OF 44.01 FEET; THENCE, NORTH 01°17'49" WEST A DISTANCE OF 240.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF THE SAID NORTHWEST QUARTER (NW/4); THENCE, NORTH 89°01'22" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 300.05 FEET TO THE NORTHEAST CORNER (NE/COR) OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHWEST QUARTER (SW/4) OF

SAID NORTHWEST QUARTER (NW/4); THENCE, NORTH 00°02'51" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 660.70 FEET TO THE NORTHEAST CORNER (NE/COR) OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4); THENCE, SOUTH 88°59'45" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHWEST QUARTER (SW/4) OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 855.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BOOMER DRIVE (HIGHWAY 177) AS CREATED BY THE EASEMENT FOR RIGHT-OF-WAY IN FAVOR OF THE STATE OF OKLAHOMA RECORDED IN BOOK 54 MISC., PAGE 347 PAYNE COUNTY, OKLAHOMA; THENCE, NORTH 30°42'16" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 28.64 FEET; THENCE, NORTH 89°00'20" EAST, PARALLEL WITH AND 25 FOOT NORTH OF THE SOUTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 869.26 FEET TO A POINT BEING 25 FOOT NORTH OF THE SOUTHWEST CORNER (SW/COR) OF THE NORTHEAST QUARTER (NE/4) OF SAID NORTHWEST QUARTER (NW/4); THENCE, NORTH 01°02'51" WEST ALONG THE WEST LINE A DISTANCE OF 310.25 FEET; THENCE, NORTH 89°00'04" EAST A DISTANCE OF 74.68 FEET; THENCE, SOUTH 25°13'58" EAST A DISTANCE OF 121.71 FEET; THENCE, SOUTH 76°15'54" EAST A DISTANCE OF 303.83 FEET; THENCE, SOUTH 01°19'15" WEST A DISTANCE OF 146.84 FEET; THENCE, NORTH 89°09'15" EAST A DISTANCE OF 242.12 FEET; THENCE, SOUTH 01°48'11" EAST A DISTANCE OF 493.87 FEET; THENCE, SOUTH 89°04'00" EAST A DISTANCE OF 55.34 FEET; THENCE, SOUTH 28°34'17" EAST A DISTANCE OF 199.14 FEET; THENCE, SOUTH 40°43'22" EAST A DISTANCE OF 545.04 FEET; THENCE, SOUTH 07°06'02" EAST A DISTANCE OF 89.00 FEET; THENCE, SOUTH 43°21'04" WEST A DISTANCE OF 150.77 FEET; THENCE, NORTH 70°16'12" WEST A DISTANCE OF 54.26 FEET; THENCE, SOUTH 14°21'37" WEST A DISTANCE OF 57.35 FEET TO THE POINT OF BEGINNING.
SAID TRACT CONTAINS 1,359,729 SQUARE FEET OR 31.21 ACRES, MORE OR LESS.

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 water and sewer 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 4000 S Harvey, Norman, OK 73072 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 23rd day of February 20 26.

D. Owen Construction, LLC
Principal
By: [Signature]
Title Managing Member

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 23rd day of February 20 26.

The Gray Casualty & Surety Company
Surety
By: [Signature]
Sean McCauley, Attorney-in Fact
P.O. Box 6202, Metairie, LA 70009
Mailing Address
claims@graysurety.com
Claim submission website or email address

(Accompany this Bond with Surety Power of Attorney.)

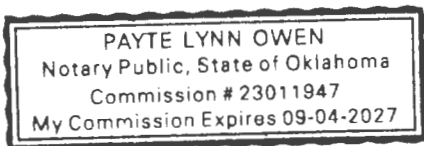
ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF McClain, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 23rd day of February, 2026, personally appeared Derry Owen, 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



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSH5900234 **Principal:** D. Owen Construction, LLC

Project: Stillwater High School Addition - COMM24-009

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Sean McCauley, Liam Hackett, Sam Duckett, Jarrod Yost, Sarah Timmons, Ashlyn Simchik, and Bridget Truxillo of Dallas, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 23rd day of February, 2026.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 23rd day of February, 2026.

Leigh Anne Henican



State of  Oklahoma

Carroll Fisher
Insurance Commissioner
Oklahoma City, Oklahoma

Whereas, the THE GRAY CASUALTY & SURETY COMPANY

a corporation organized under the laws of LOUISIANA

and located at 3601 N. I-10 SERVICE ROAD W
METAIRIE, LA 70002

having complied with the Insurance laws of Oklahoma, is hereby licensed and authorized to transact the business of

*** PROPERTY, CASUALTY, MARINE, VEHICLE, SURETY,
WORKERS COMP ***

This Certificate of Authority shall be perpetual and automatically renewed as of March 1st of every year, unless the insurer fails to qualify for renewal pursuant to the requirements of Title 36 of the Oklahoma Insurance Code.



In Witness Whereof, I have hereunto set my hand
and caused the seal of my office to be affixed at the
City of Oklahoma City, State of Oklahoma, this

1ST day of JUNE A.D. 2004


Carroll Fisher
Insurance Commissioner State of Oklahoma

Oklahoma License # 0155
AMENDED

Cindy Gibson

To: Cindy Gibson
Subject: RE: Bond GSH5900233 & GSH5900234

Best,
[Katie Purdy P.E.](#)
Gose & Associates
405.338.1063 – Direct

From: Bridget Truxillo <bridget@mccauleybonds.com>
Sent: Tuesday, March 17, 2026 9:29 AM
To: Katie Purdy <katie@gose-associates.com>
Cc: Bridget Truxillo <bridget@mccauleybonds.com>
Subject: RE: Bond GSH5900233 & GSH5900234

Katie,

Please accept this email as confirmation of the attached two bonds for our client D. Owen. These bonds are effective as of the formal acceptance from the City of Stillwater which will take place at their City Council meeting March 24, 2026. The bonds are effective for a 1 year term from that date.

Thank you,
Bridget



Bridget Truxillo

Service Director

McCauley Bond Agency

o: (214) 989-7047 | c: (504) 261-0328

5710 LBJ FWY, Suite 235, Dallas TX 75240

www.mccauleybonds.com

Dallas | Costa Mesa | Charlotte | Coeur d'Alene

From: Katie Purdy <katie@gose-associates.com>
Sent: Tuesday, March 17, 2026 9:22 AM
To: Bridget Truxillo <bridget@mccauleybonds.com>
Subject: Bond GSH5900233 & GSH5900234

Bridget,

Can you please verify when these bonds will expire?

Best,
[Katie Purdy P.E.](#)
Gose & Associates



Agenda Item:	4.g. CC-26-43														
Previous/Related Action:	CC-23-54, March 10, 2025: Approved funding to Poe & Associates for general civil engineering support and project management services.														
Background/Issue:	An existing drainage culvert located on Drury Street, approximately 1,700 feet north of the intersection of 6th and Drury, has deteriorated and needs to be replaced. The project will also include safety improvements of the roadway with the installation of guardrails, as well as upsizing the drainage structure to meet the 50-year flood event criteria.														
Proposal/Solution:	<ul style="list-style-type: none"> • The Project was advertised for bids on January 31, 2026. • During the meeting on February 26, 2026, the Transportation Project Advisory Committee (TPAC) voted to recommend award of the project based on staff recommendations. • Bids were opened on March 4, 2026. The bids received are as follows: <table border="1" data-bbox="625 1176 1295 1449"> <tr> <td>Engineer’s Estimate</td> <td>\$537,225.00</td> </tr> <tr> <td>Wyatt Contracting, Inc</td> <td>\$539,854.75</td> </tr> <tr> <td>Little B's Construction LLC</td> <td>\$610,011.00</td> </tr> <tr> <td>Bright Lighting Inc</td> <td>\$760,242.27</td> </tr> <tr> <td>K&R builders</td> <td>\$799,786.80</td> </tr> <tr> <td>Civil Builders, LLC</td> <td>\$886,821.4</td> </tr> <tr> <td>Jackson Civil LLC</td> <td>\$972,695.62</td> </tr> </table> <ul style="list-style-type: none"> • Both Staff and Poe & Associates have reviewed the bid package and recommend the project be awarded to Wyatt Contracting, Inc. 	Engineer’s Estimate	\$537,225.00	Wyatt Contracting, Inc	\$539,854.75	Little B's Construction LLC	\$610,011.00	Bright Lighting Inc	\$760,242.27	K&R builders	\$799,786.80	Civil Builders, LLC	\$886,821.4	Jackson Civil LLC	\$972,695.62
Engineer’s Estimate	\$537,225.00														
Wyatt Contracting, Inc	\$539,854.75														
Little B's Construction LLC	\$610,011.00														
Bright Lighting Inc	\$760,242.27														
K&R builders	\$799,786.80														
Civil Builders, LLC	\$886,821.4														
Jackson Civil LLC	\$972,695.62														
Financial Source/Impact:	Sufficient funds are available in the <u>Transportation Sales Tax Fund</u> to complete the effort.														
Related Strategic Priority:	#4 CONNECTED SPACES														
Recommended Action/Motion:	<p>Staff recommends a motion to:</p> <ol style="list-style-type: none"> 1. Award a unit price contract to Wyatt Contracting, Inc. for 														

\$539,854.75;

2. Authorize total construction expenditure of \$630,243.00, which includes the construction contract, testing and contingency;
3. Authorize the City Manager to execute the Contract and related documents; and
4. Approve the associated Budget Amendment.

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

Attachments

1. Drury Culvert BA with WBM signature



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: 03/13/2026

Department: Transportation

Requested by: Bill Millis

Explanation: Expenditures:
Appropriate funds for Drury Culvert Improvements and award project to Bid No. 2-2026. Funding is from the Transportation Sales Tax Fund.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Drury Culvert Improvements	2604035 - 54009	26TR09260	\$ 0	\$ 630,243	\$ 630,243
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 630,243

Reviewed by Department Manager: *WMM*

Date: 2026 mar 16

Reviewed by Finance: *Billis*

Date: 3/16/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 23, 2026



Agenda Item:	4.h. CC-26-44
Previous/Related Action:	The Library Board accepted the funds at its 2/24/26 meeting.
Background/Issue:	The library received a \$15,376 grant from Oklahoma Historical Society to preserve and describe the Stillwater NewsPress Photo Collection.
Proposal/Solution:	Approval of the attached budget amendments will allow the use of the grant funds for supplies and materials needed to preserve 29,000 files in the collection.
Financial Source/Impact:	The budget amendment reflects an increase to the state grant revenue account by \$15,376 and a corresponding increase to projects in the grant expenditure account.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and appropriation of \$15,376 in grant funds to the Stillwater Public Library.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. BA.grant.OHSsnp.REV.3.16.26
2. BA.grant.OHSsnp.EXP.3.16.26

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: Steve DeJure

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 _____

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: Steve DeJure

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--



<p>Agenda Item:</p>	<p>4.i. CC-26-45</p>
<p>Previous/Related Action:</p>	<ul style="list-style-type: none"> • CC 24-54; Task Order Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects. • SUA-2025-5, CC-2025-21, SUA-2025-6; authorizing a FAP loan from the Oklahoma Water Resources Board (OWRB). • SUA – 25-36; SUA authorizing easement acquisition expenditures.
<p>Background/Issue:</p>	<p>The FY25 CIP Projects include replacement of water lines along N Airport Industrial Access Road, W. Airport Road, Land Run Drive, and Wright Drive in the vicinity of Stillwater Regional Airport. The new waterlines are proposed within the City-owned and private properties. Staff have completed landowner negotiations for the attached permanent easement:</p> <ul style="list-style-type: none"> • Parcel 2A - Airport Water Line Project with Clark Realty Corp., the proposed permanent easement is approximately 280 feet by a variable width containing approximately 3,506 square feet. <p>Appropriations and expenditures for the real estate acquisition for 25WL03 FY25 CIP Projects were authorized by SUA on 11/17/2025 Meeting.</p>
<p>Proposal/Solution:</p>	<p>The above-mentioned easements are necessary for the project.</p>
<p>Financial Source/Impact:</p>	<p>No additional appropriations are necessary for this action.</p>
<p>Related Strategic Priority:</p>	<p>#4 CONNECTED SPACES</p>
<p>Recommended Action/Motion:</p>	<p>Accept permanent easement and authorize the Mayor to execute the easement documents for:</p> <ul style="list-style-type: none"> • Parcel 2A - Airport Water Line Project with Clark Realty Corp.
<p>Prepared By:</p>	<p>Bill Millis, Director of Engineering</p>
<p>Reviewed By:</p>	<p>Bill Millis Brady Moore</p>

Teresa Kadavy

Submitted By:

Brady Moore, City Manager

Attachments

1. Clark Realty Corp Easement Docs

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Clark Realty Corp., an Oklahoma Corporation, 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:

Lot Four (4), in Block Two (2) AIRPORT INDUSTRIAL/OFFICE PARK, FIRST SECTION an Addition to the City of Stillwater, Payne County, State of Oklahoma, according to the recorded plat thereof.

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

LEGAL DESCRIPTION PARCEL 2A

A PART OF LOT 4, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION; THENCE S01°01'20"E A DISTANCE OF 280.00 FEET; THENCE S89°30'25"W A DISTANCE OF 15.00 FEET; THENCE N01°01'20"W A DISTANCE OF 58.77 FEET; THENCE N43°58'40"E A DISTANCE OF 7.07 FEET; THENCE N01°01'20"W A DISTANCE OF 133.92 FEET; THENCE N46°01'20"W A DISTANCE OF 7.07 FEET; THENCE N01°01'20"W A DISTANCE OF 77.32 FEET; THENCE N89°30'25"E A DISTANCE OF 15.00 FEET THE POINT OF BEGINNING, CONTAINING 0.08 ACRES OR 3,506 SQUARE FEET MORE OR LESS.

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

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

The City shall at its sole expense promptly restore the sod, sprinkler system and driveways in the easement area to their pre-constructed condition.

Stillwater - Airport Water Line Parcel 2A
--

IN WITNESS WHEREOF, I have hereunto set my hand this 2nd day of March, 2026.

Stan K. Clark
By: Stan K. Clark AKA Stanley K. Clark,
Chairman, Chief Executive Officer, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 2 day of March, 2026, personally appeared, Stan K. Clark AKA Stanley K. Clark, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Chairman, Chief Executive Officer, President 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 of such corporation/partnership/LLC, for the uses and purposes therein set forth.

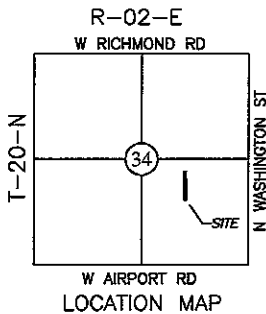
Given under my hand and seal the day and year last above written.

Jennifer L. Davis
NOTARY PUBLIC

My Commission Expires: April 20, 2026
My Commission Number: 22005597



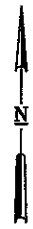
Stillwater - Airport Water Line
Parcel 2A



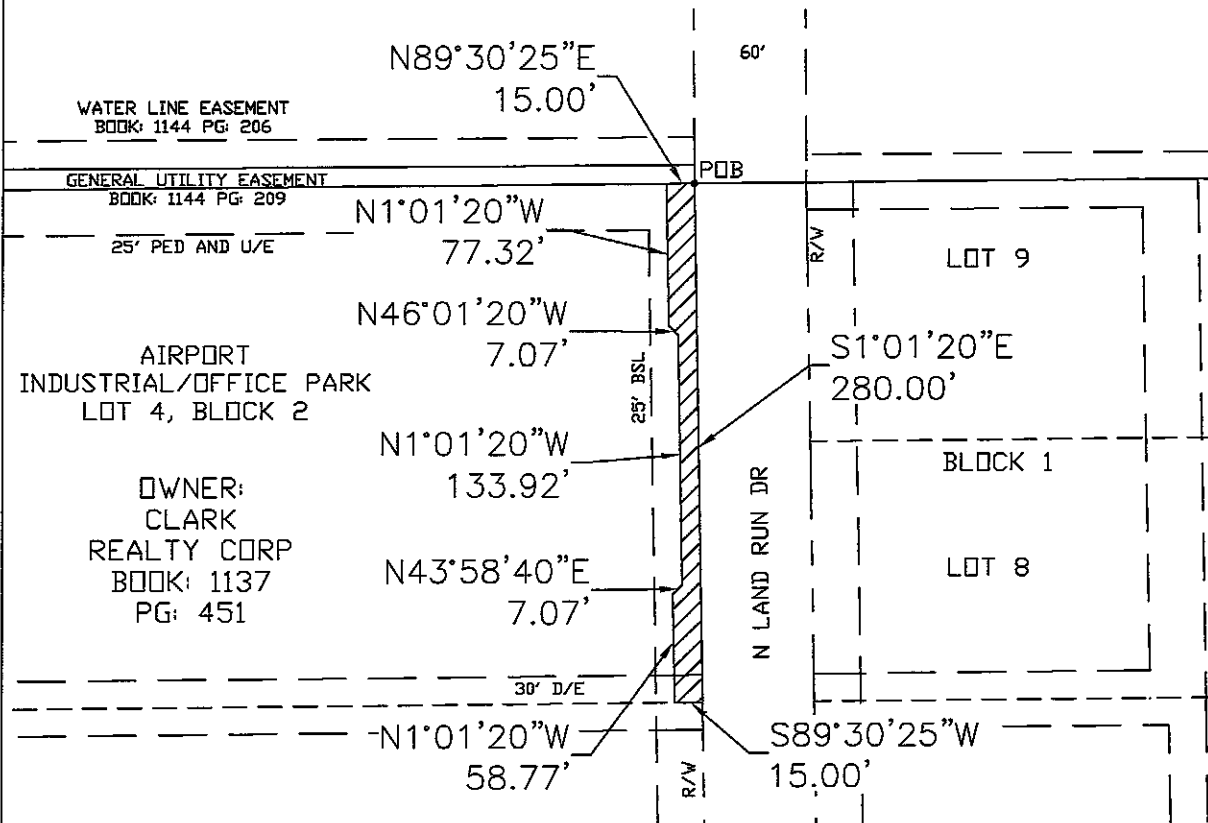
**EASEMENT EXHIBIT
PARCEL 2A**

SURVEYOR

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



SCALE: 1"=100'



**BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH**

LEGAL DESCRIPTION

A PART OF LOT 4, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION, AN ADDITION TO THE CITY OF STILLWATER, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

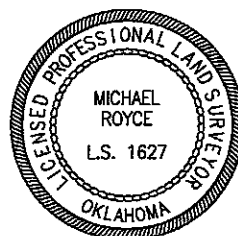
BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 2, AIRPORT INDUSTRIAL/OFFICE PARK FIRST SECTION; THENCE S01°01'20"E A DISTANCE OF 280.00 FEET; THENCE S89°30'25"W A DISTANCE OF 15.00 FEET; THENCE N01°01'20"W A DISTANCE OF 58.77 FEET; THENCE N43°58'40"E A DISTANCE OF 7.07 FEET; THENCE N01°01'20"W A DISTANCE OF 133.92 FEET; THENCE N46°01'20"W A DISTANCE OF 7.07 FEET; THENCE N01°01'20"W A DISTANCE OF 77.32 FEET; THENCE N89°30'25"E A DISTANCE OF 15.00 FEET THE POINT OF BEGINNING, CONTAINING 0.08 ACRES OR 3,506 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

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

Michael Royce
MICHAEL ROYCE PLS# 1627
NO. CA 1487
EXP. 06/30/2027

01/26/26
DATE OF SIGNATURE



AMENDED AND RESTATED PARKING SPACE LEASE AGREEMENT

This Amended and Restated Parking Space Lease Agreement (this “**Agreement**”) is made and entered into as of March __, 2026 (the “**Agreement Date**”), by and between Francis EVC, LLC, an Oklahoma limited liability company with its principal office at 15 E 5th St., Suite 821, Tulsa, OK 74103 (together with its successors and assigns, “**Francis**”), and City of Stillwater, a Oklahoma Municipal Corporation with its principal office at 723 S. Lewis Street, Stillwater, OK 74074 (together with its successors and assigns, “**Site Host**”). Francis and Site Host are sometimes each referred to herein individually as a “**Party**”, and collectively, as the “**Parties**”.

RECITALS

WHEREAS, Francis is in the business of developing, installing, operating, maintaining, and owning direct-current fast-charging (DCFC) electric vehicle charging stations and associated infrastructure (“**Charging Stations**”);

WHEREAS, Francis and Site Host are parties to that certain Parking Space Lease Agreement, dated as of June 3, 2019 (as amended before the date hereof, the “**Existing Agreement**”), pursuant to which Francis owns and operates Charging Stations on Site Host’s real property located at 1050 S. Duncan St. / 1107 S Duck St, Stillwater, OK 74074 as shown on Exhibit A (the “**Premises**”);

WHEREAS, Francis desires to upgrade, expand, or replace the existing Charging Stations (the “**Upgrade Project**”) located on that certain portion of the Premises as shown on Exhibit B (the “**Leased Premises**”), which includes approximately 300 square feet of space in direct proximity to existing parking spaces upon which Francis may construct up to four (4) Charging Station(s) with up to four (4) charging ports;

WHEREAS, in connection with the Upgrade Project, the Parties wish to amend and restate the Existing Agreement in its entirety on the terms set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and adequacy of which, are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Amendment and Restatement.** This Agreement amends and restates the Existing Agreement in its entirety. From the date hereof, the Existing Agreement shall be superseded by this Agreement.

2. **Use of Premises; Upgrade Option Period; Upgrade Notice; Commencement Date.** Upon written notice from Francis to Site Host of its intent to commence the Upgrade Project (the “**Upgrade Notice**” and the date of delivery thereof, the “**Commencement Date**”), Francis shall have the right to effectuate the Upgrade Project. If Francis does not deliver an Upgrade Notice to Site Host within one (1) year after the Agreement Date (the “**Upgrade Option Period**”), Francis’ option to submit an Upgrade Notice automatically shall terminate. Provided however, that any upgrades to the leased premises shall not expand the leased premises as depicted in Exhibit B of this Agreement. Any changes to the Leased Premises requires mutual consent of the parties by written Amendment.

¹ Note to City: Much of this agreement references “during the Term”, which should apply beginning now.

² Note to City: Francis doesn’t have authority to grant easements—that’s something that only the City can do. Also, generally,

3. **Term.** On the Commencement Date, the Upgrade Option Period (if then applicable) automatically shall expire. This Agreement shall expire on the date that is fifteen (15) years after the Commencement Date (the period from the date hereof¹ to such date, the “**Initial Term**”). Provided Francis is not in material breach of this Agreement, Francis shall have the sole right to extend the Agreement beyond the Initial Term for an additional period of five (5) years (the “**Renewal Term**”, and together with the Initial Term, the “**Term**”). To extend the Initial Term, Francis shall deliver written notice of such extension to Site Host no later than thirty (30) days prior to the expiration of the Initial Term. Following the Renewal Term, any further renewals will be subject to mutual agreement between Site Host and Francis.

4. **Exclusivity.** For the duration of the Term, Francis shall have the exclusive right to install and operate Charging Stations on the Leased Premises.

5. Rent.

(a) Subject to **Section 5(b)**, as payment for its lease of the Leased Premises, Francis shall pay Site Host \$1 per year (the “**Rent**”). The Rent shall be payable annually, with the first payment to be made by Francis on July 1, 2026, and each subsequent year thereafter.

(b) Following delivery of an Upgrade Notice, **Section 5(a)** shall cease to apply and Francis shall pay Site Host a fee of Seventy Five Dollars (\$75) per electrified parking stall (collectively, “**Rent**”) per month (prorated for any partial month), payable on the first day of each month, without demand, at Site Host’s notice address set forth in this Agreement or through such electronic means as reasonably agreed upon by Francis and Site Host. The first monthly Rent payment shall be due on the date on which all of the Charging Stations installed as part of the Upgrade Project are operational.

6. **Construction.** Upon the Commencement Date, Francis may, at its sole cost and expense, construct improvements and install trade fixtures as described in Exhibit C. Site Host shall (acting reasonably) decide the final location of the Charging Stations, subject to Francis’ approval, such approval not to be unreasonably withheld or delayed.

7. **Access.** Upon the Commencement Date, Site Host shall provide Francis and its designees access to the Premises to construct the Charging Stations. During the Term, Site Host shall provide Francis and its designees (including customers) access to the Premises to access the Charging Stations. Site Host shall not take any action that would unreasonably impair or interrupt the use of the Leased Premises by Francis or its designees (including customers).

8. **Utilities.** Francis agrees to arrange and pay the charges for all necessary utility services for the Charging Stations at the Leased Premises during the Term. Francis shall pay directly to any applicable party (such as the utility company) the cost of installation and shall arrange to have the utility service metered separately. Francis shall be responsible for required utility service to supply utilities to the Leased Premises, provided that ²Site Host shall authorize such and cooperate with Francis in obtaining such service, including by executing any necessary utility easements, for Francis’s operation of the Charging Stations, all at Francis’s sole cost and expense.

9. **Site Host Obligations.** Site Host represents and warrants that it is the owner of the Premises and that this Agreement

Francis needs the City’s cooperation in dealing with utilities, since Francis doesn’t have a recorded interest in the property.

does not violate any commitment, lease or other agreement or arrangement of Site Host. As of the Agreement Date, Site Host has no intention of transferring, selling or otherwise changing the current use of the Premises.

10. Use of Leased Premises; Compliance with Laws.

Francis shall use and occupy the Leased Premises during the Term solely for construction, operation and maintenance of the Charging Stations and activities incidental thereto, including operating an energy storage system or network and telecommunications equipment or solar technology. All use of the Leased Premises by Francis shall, at all times, comply with all applicable codes, laws, and ordinances. All use of the Premises by Site Host shall, at all times, comply with all applicable codes, laws, and ordinances. For a period of thirty (30) days after the Term, Francis may enter upon the Premises and remove any and all Charging Stations as well as any other ancillary property of Francis relating thereto. Upon removal, Francis shall ensure that all wiring is capped and left in a safe condition that is in compliance with all applicable laws. Francis shall coordinate the removal of the Charging Stations with Site Host.

11. Maintenance. Francis shall be responsible for maintaining the Charging Stations (including, without limitation, all routine and regularly scheduled maintenance and all emergency maintenance) and shall use commercially reasonable efforts to maintain functional availability of the Charging Stations and Site Host shall have no liability for damage to the Charging Stations except to the extent such damage is caused by Site Host's gross negligence or willful misconduct. Francis shall be responsible for all customer-service support. Site Host shall maintain the Leased Premises and the area appurtenant to the Leased Premises in clean, safe, and orderly condition, to at least the same standard as it customarily maintains the common areas that support its business conducted at the property adjacent to the Leased Premises, including providing for snow, ice, and debris removal and garbage collection and removal.

12. Alterations. Except for the construction and maintenance of the Charging Stations and activities incidental thereto, Francis shall not make any alterations, changes in or additions to the Leased Premises without the prior written consent of the Site Host.

13. Signage; Lighting. Francis shall be entitled to install signage (and commercial-grade lighting) on the Leased Premises. Upon request by Francis, Site Host shall allow at least two (2) signs to be placed on the Premises (outside of the Leased Premises) noting the location of the Leased Premises and the Charging Stations and/or providing directions thereto. The location of any such signs on the Premises shall be agreed upon by Site Host and the cost of any such signs shall be borne by Francis.

14. Insurance. Francis shall carry commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million Dollars (\$5,000,000). A certificate evidencing such insurance shall be delivered by Francis to Site Host as requested. Site Host shall be named as an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act (51 O.S. § 151 et seq.). Provided, however, this shall not preclude Francis from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.

15. Assignment. Except as otherwise set forth in this section, neither Party shall assign or otherwise transfer (whether by lease or license, sale, hypothecation or otherwise), in whole or in part, this Agreement or any of its rights or obligations hereunder. Either Party may assign or otherwise transfer this Agreement and/or any or all of its rights and obligations hereunder (i) to an affiliate of

such Party, or (ii) to a person or entity to which such Party sells all or substantially all of its assets, or (iii) through merger, division, consolidation or amalgamation.

(a) Site Host shall assign this Agreement to any person or entity to which Site Host sells, leases or licenses any portion of the Leased Premises (a "*Transferee*"). Site Host shall not sell, lease or license any portion of the Leased Premises without first obtaining the written agreement of the Transferee to be bound by this Agreement.

(b) Francis may, upon written consent of Site Host, which consent shall not be unreasonably withheld, conditioned or delayed, collaterally assign this Agreement and all of its rights hereunder to any lender or equipment lessor (each, together with its successors and assigns, a "*Financing Party*"); provided that no such collateral assignment shall relieve Francis of any of its obligations hereunder. Any Financing Party may further collaterally or absolutely assign. Site Host shall provide a consent/acknowledgement to any collateral assignment to a Financing Party and such other documentation as is reasonably required by such Financing Party; provided that any expenses incurred by Site Host in connection therewith shall be reimbursed by Francis. Francis may sell or absolutely assign this Agreement and all of its rights and obligations hereunder to any buyer or other absolute assignee of Francis' right, title and interest in, to and under the Charging Stations.

16. Default; Remedies. Either Party may terminate this Agreement, effective immediately, upon written notice, in the event that either Party materially breaches this Agreement and such breach is incapable of cure, or with respect to a material breach capable of cure, the breaching Party has not cured such breach within thirty (30) days after receipt of written notice of such breach. If Site Host defaults in performing any of its obligations under this Agreement or is otherwise in material breach of this Agreement, Francis shall have all rights and remedies available to it at law or in equity resulting from Site Host's default

17. Indemnification; Liability.

(a) Francis hereby agrees to indemnify, hold harmless and defend Site Host, its managers, members, officers, employees, agents and representatives (collectively, "*Site Host Indemnitees*"), from all judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including professional fees, including fees and disbursements of legal counsel (collectively, "*Losses*"), in each case, incurred in connection with any claim by any third party directly related to Francis's use of the Leased Premises during the Term; *provided* that such indemnification shall not be available to the extent that any such loss is caused by the gross negligence or willful misconduct of any Site Host Indemnitee. To the fullest extent permitted by applicable law, Site Host hereby agrees to indemnify, hold harmless and defend Francis, its managers, members, officers, employees, agents and representatives (collectively, "*Francis Indemnitees*") from all Losses incurred in connection with claim by any third party directly related to any portion of the Premises other than the Leased Premises, in each case, to the extent that such claim arises during the Upgrade Option Period or the Term; *provided that* such indemnification shall not be available to the extent that any such loss is caused by the gross negligence or willful misconduct of any Francis Indemnitee.

(b) To Site Host's knowledge, the Premises is free of environmental contamination. No Francis Indemnitee will have any liability (i) for any environmental contamination of the Premises, except to the extent introduced by a Francis Indemnitee, or (ii) for diminution in value of the Premises as it relates to environmental contamination. To the fullest extent permitted by applicable law, Site Host shall defend, indemnify, and hold harmless Francis

Indemnitees from and against any and all Losses incurred in connection with any claim by any third party (including for loss of life or personal injury), and/or Losses to property, in each case, arising out of the presence or Release of Hazardous Materials (a) at, on, under, or migrating from the Premises prior to the installation of any Charging Station or (b) first in existence at, on, under, or migrating from the Premises after the installation of any Charging Station, to the extent introduced by Site Host Indemnified Parties. Francis shall defend, indemnify, and hold harmless Site Host Indemnitees from and against any and all Losses incurred in connection with any claim by any third party (including for loss of life or personal injury), and/or Losses to property, in each case, arising out of the presence or Release of Hazardous Material introduced by Francis Indemnified Parties at the Leased Premises. For purposes of this Section 17(b), "**Hazardous Material**" means any (i) substance, material, or waste that is regulated, listed, or defined under any Environmental Laws, and (ii) asbestos-containing materials, polychlorinated biphenyls, petroleum, or any fraction thereof and per- and poly-fluoroalkyl substances. "Environmental Laws" means any federal, state, or local statutes, laws, ordinances, regulations, rules, resolutions, orders, determinations, writs, injunctions, common law rulings, awards, judgments, and decrees relating to the protection of human health or safety, the environment or natural resources, or the generation, use, recycling, processing, labeling, manufacture, storage, treatment, disposal, Release, threatened Release, transportation, or handling of Hazardous Materials. "**Release**" means any presence, emission, spill, seepage, leak, escape, leaching, discharge, injection, pumping, pouring, emptying, dumping, disposal, migration, or release of Hazardous Materials from any source into or upon the indoor or outdoor environment.

(c) To the fullest extent permitted by applicable law, Site Host shall not assert, and Site Host hereby waives, any claim of Site Host against any Francis Indemnitee, on any theory of liability, for special, indirect, exemplary, consequential or punitive damages (as opposed to direct or actual damages), or for any lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against Francis, in each case, arising out of, in connection with, or as a result of, this Agreement or the transactions hereby contemplated (the "**Transactions**"). In no event shall Francis's liability for any Losses (including costs, expenses and attorneys' fees incurred in any underlying action that may be characterized as "compensatory or other damages"), whether based on contract, tort (including negligence), or otherwise, in connection with the Transactions, exceed the amount of compensation payable to Site Host under this Agreement.

18. **Confidentiality.** Neither Francis nor Site Host will disclose the terms of this Agreement to others that are not parties to this Agreement, other than (i) in connection with evaluating, negotiating and, if applicable, consummating a permitted assignment, licensing or transfer hereunder, (ii) to such Party's accountants, attorneys or other consultants, or (iii) to any prospective or actual assignee permitted under Section 14. Provided, however, Francis understands and acknowledges that Site Host is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Francis pursuant to this Agreement that would be inconsistent with its compliance with its statutory requirements thereunder. Neither Francis nor Site Host will use the other Party's name or trademark without the other Party's prior written consent.

19. **Notices.** All notices required or permitted to be given by or pursuant to this Agreement shall be given in writing in the English language. All such notices shall be delivered: (a) personally, (b) by email, (c) by U.S. Registered or Certified Mail, Return Receipt Requested, or (d) by overnight delivery by a nationally recognized overnight courier service. Such notices shall be deemed to have been given (x) the first business day following the date of delivery

if delivered personally or by email, (y) on the third business day following the date of mailing if mailed by U.S. Registered or Certified Mail, Return Receipt Requested, or (z) on the date of receipt if delivered for overnight delivery by a nationally recognized overnight courier service. All such notices and, unless otherwise specifically provided herein for the exchange of particular information, all other communications related to this Agreement shall be given to any Party per the information set forth below (or such other contact information for any Party as is notified to the other Party in writing):

If to Site Host:

City of Stillwater, Oklahoma
Attn: Brady Moore, City Manager
Email: brady.Moore@stillwaterok.gov
Address: 723 S. Lewis Street, Stillwater, OK 74074

With copies to:

City of Stillwater, Oklahoma
Attn: City Clerk
Email: teresa.kadavy@stillwaterok.gov
Address: 723 S. Lewis Street, Stillwater, OK 74074

If to Francis:

Attn: Legal Department
Email: legal@francisenergy.com
Address: 15 E 5th Street, Suite 800, Tulsa, OK 74103

20. **Entire Agreement.** This Agreement is the entire agreement of the Parties respecting the subject matter hereof, and supersedes any other agreement regarding the subject matter hereof (including without limitation the Existing Agreement). There are no other agreements, representations or warranties, whether oral or written, respecting the subject matter hereof.

21. **Mutuality.** This Agreement, and all the provisions of this Agreement, shall be deemed drafted by all of the Parties. This Agreement shall not be interpreted strictly for or against any Party, but solely in accordance with the fair meaning of the provisions hereof to effectuate the purposes and intent of this Agreement.

22. **Additional Representations.** Each Party hereto has entered into this Agreement based solely upon the agreements, representations and warranties expressly set forth herein and upon its own knowledge and investigation. Each Party hereto represents and warrants to the other Party that the person executing this Agreement on such Party's behalf has the requisite power and authority to execute and deliver this Agreement on its behalf and to bind such Party to the terms and conditions of this Agreement.

23. **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the domestic laws of the state in which the Premises is located (the "State"), without giving effect to any choice or conflict of law provision or rule of law that would cause the application of laws of any jurisdiction other than the State in which the Premises is located. All disputes arising out of or relating to the operation of this Agreement shall be brought solely in the federal or state courts having territorial jurisdiction over the Premises. The Parties hereby irrevocably waive any objection and any right of immunity with respect to the jurisdiction of the forums specified in this Section 23 or on any grounds, including without limitation, venue or the convenience of such forums, or from the execution of judgment resulting therefrom. Each Party hereby irrevocably accepts and submits to the jurisdiction of the courts specified in this Section 23 with respect to any suit, action or proceeding arising out of or relating to the operation of this Agreement.

24. **No Partnership.** Nothing in this Agreement shall be construed to create a partnership or joint venture, nor to authorize any Party hereto to act as agent for or representative of any other Party hereto.

25. **Reformation.** In the event any provision of this Agreement, or the application of such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, or unenforceable to any extent for any reason, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected and shall continue to be enforceable to the fullest extent permitted by law.

26. **Waiver.** A Party to this Agreement may decide or fail to require full or timely performance of any obligation arising under this Agreement. The decision or failure of a Party to require full or timely performance of any obligation arising under this Agreement (whether on a single occasion or on multiple occasions) shall not be deemed a waiver of any such obligation. No such decisions or failures shall give rise to any claim of estoppel, laches, course of dealing, amendment of this Agreement by course of dealing, or other defense of any nature to any obligation arising hereunder.

27. **Amendment.** This Agreement may be amended or modified only in writing signed by the Parties which specifically references this Agreement.

28. **Further Assurances.** Each Party hereto, after the execution of this Agreement, shall execute, acknowledge, and deliver any further assurances, documents and other instruments reasonably requested by the other Party, and will take any other action reasonably requested, consistent with the terms of this Agreement.

29. **Waiver of Liens.** Site Host acknowledges that regardless of the manner of the Charging Stations' affixture to the Leased Premises, the Charging Stations are personal property of Francis and not fixtures. Site Host disclaims any interest in the Charging Stations and other physical assets or goods located at the Leased Premises (the "**Personal Property**") and hereby waives and releases any and all property rights, liens, security interests, claims, and all other rights (in each case, whether arising by contract, statute or otherwise) in, to or under any Personal Property and all proceeds thereof.

30. **Compliance.** Within the framework of its commercial dealings with each other, the Parties are obligated to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, acceptance of a benefit, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by such Party or other third parties. The Parties are obligated to comply with all laws and regulations applicable to both itself and the commercial relationship with each other.

31. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement shall become effective only when all of the Parties hereto shall have executed the original or counterpart hereof. This Agreement may be executed and delivered by a facsimile or digitized transmission of a counterpart signature page hereof.

[Signature Page Follows.]

EXECUTION COPY

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

FRANCIS:
Francis EVC, LLC

By: _____
Name: Ashton Valente
Title: General Counsel

SITE HOST:
City of Stillwater
723 S. Lewis Street,
Stillwater, OK 74074

By: _____
Name: _____
Title: _____

Exhibit A

Premises

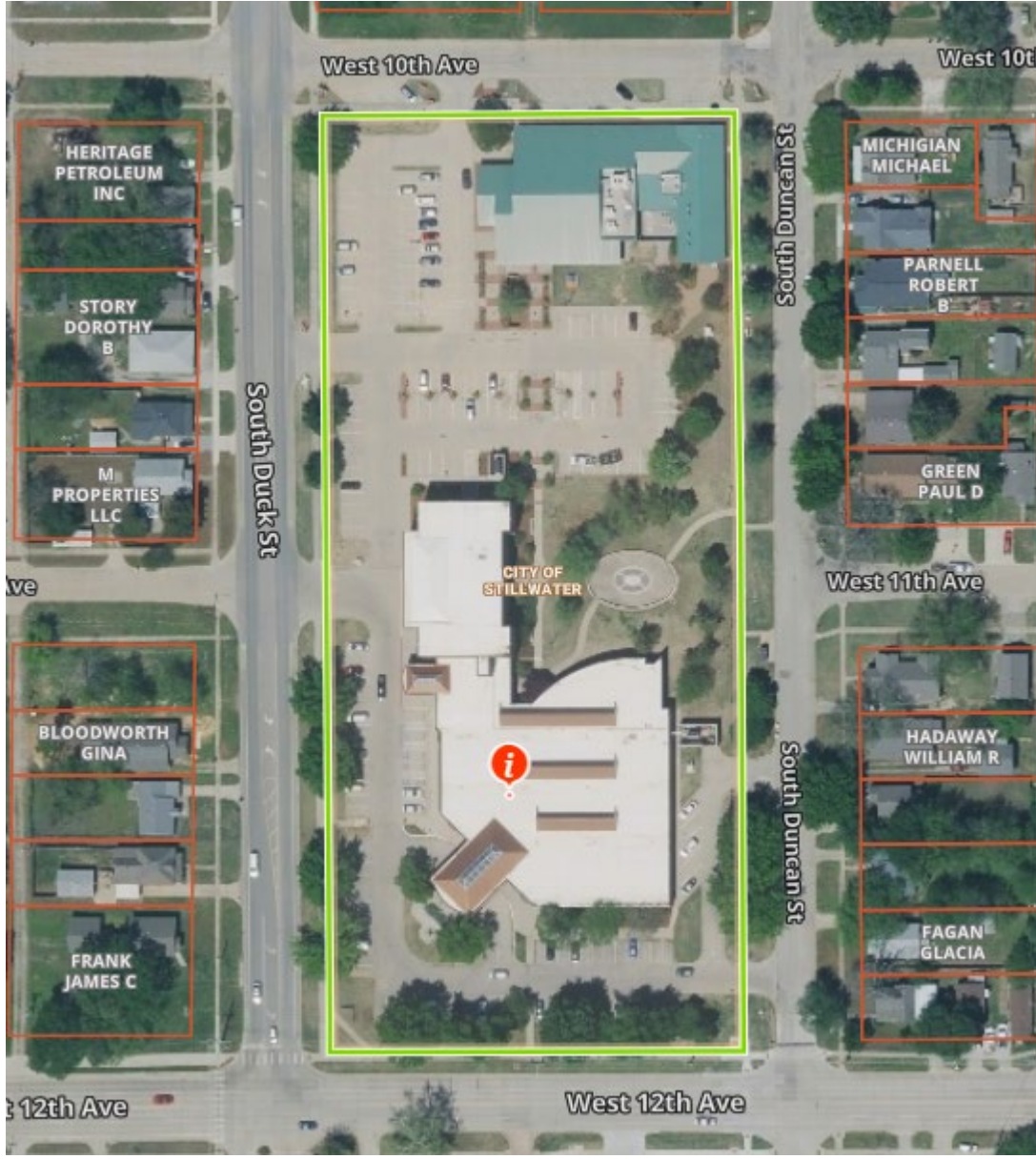


Exhibit B

Leased Premises



Exhibit C

Construction Specifics

Charging Capacity	Up to 325kWh Per Port
Charge Rate	Up to 800 Miles per hour
Charging Plug	NACS and CCS

Remote Monitoring and Controls:

- 24/7 Monitoring
- Remote Troubleshooting
- Territory-Wide Push Updates



REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 23, 2026



Agenda Item:	7.a. CC-26-46
Previous/Related Action:	March 3, 2026 Planning Commission Report
Background/Issue:	<p>The property is approximately 97.75 acres and is currently being used for miscellaneous manufacturing and is unplatted. The applicant is requesting review and approval of a Specific Use Permit to allow Chemical Manufacturing in the General Industrial zoning district (IG) located at 4115 N Perkins Road.</p> <p>The property is currently owned by Kingspan Roofing and Waterproofing, Inc, who uses the property for manufacturing. Synthesia Technology desires to develop a portion of this parcel in partnership with Kingspan to allow Chemical Manufacturing. The parcel is proposed to be developed as shown on the attached site plan, with new structures for the chemical manufacturing and warehouses on the north side of the site.</p> <p>Although the Synthesia facility is only occupying a portion of the Kingspan property, staff is requesting that a 6-foot sidewalk along Perkins Road be required for the full length of the Kingspan property as a condition of approval of the specific use permit.</p> <p>The applicant has provided a parking calculation letter, attached, and is requesting the parking requirement be based upon the number of employees rather than the size of the building. Staff supports this request to hopefully minimize unnecessary impervious area on the site.</p>
Proposal/Solution:	<p>On March 3, 2026 Planning Commission voted unanimously to recommend that City Council approve the proposed specific use permit subject to the following conditions:</p> <ul style="list-style-type: none">a. Construction of a 6-foot sidewalk for the full parcel length along the Perkins Road frontage.b. The parking requirement being based on 1.5 parking spaces per employee on the largest working shift.
Financial Source/Impact:	None
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation to approve the proposed specific use permit subject to the following

conditions:

- a. Construction of a 6-foot sidewalk for the full parcel length along the Perkins Road frontage.
- b. The parking requirement being based on 1.5 parking spaces per employee on the largest working shift.

Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

- 1. 03.03.2026 SPC DRAFT
- 2. Area Map
- 3. SUP Site Plan
- 4. Noise Study
- 5. Conceptual Renderings
- 6. Elevations
- 7. Parking Calculation Memo

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF MARCH 3RD, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED March 2nd, 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

MEMBERS ABSENT

David Peters, Member

STAFF PRESENT

Ashlyn Garis, Assistant City Attorney
Henry Bibelheimer, Senior City Planner
David Barth, Development Services Director
Joshua Brown, Project Coordinator
Alexandria Holle-Maged, Administrative Assistant

Staff Absent

1. CALL MEETING TO ORDER.

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

3. PUBLIC HEARING

- c. Receive public comment regarding a request for a Specific Use Permit (SUP26-01) for property addressed as 4115 N. Perkins Road to operate a chemical manufacturing facility in the Industrial General (IG) district.

Mr. Bibelheimer, senior City Planner, presents the staff's report and asks if there any questions.

Vice Chair Williams asks if this use is allowed in any zonings without a specific use permit. Mr. Bibleheimer shares that this use is only allowed with a Specific Use Permit (SUP) in this district.

Commissioner Prather asks if the code that controls the parking requirements is all based on square footage of the facility or on what they do there. Mr. Bibleheimer explains that there are situations where the specific use does matter, for example, in a warehouse setting like this one, the code requires the applicant to provide either 1.5 parking spaces per employee or one space per 2,000 square feet of the building, whichever is more; however, in this particular case, the "whichever is more" clause is what is triggering the higher parking requirement for the applicant, as the 1-per-2,000-square-foot calculation significantly increased their total requirement compared to their actual employee count.

Chair Phillips invites the applicant or representative to provide additional information.

Mr. Stephen Gose, Gose and Associates, 113 E. 8th Avenue comes to speak on the following:

- Synthesia and Kingspan are sister companies. Synthesia produces polyester poly oil, a key component in the foam board insulation that Kingspan manufactures.
- By co-locating, they can streamline production.
- The facility will be built on the north 270 feet of the lot at 4115 North Perkins Road.

- Will create a drive off of N. Perkins Road routing around and connecting with Kingspan's fire lane to create full route through site.
- Will be constructed in phases.
 - Phase 1 will be warehouse, office space and reactor tower
 - Phase 2 will be second reactor
 - Phase 3 will be third reactor plus future warehouse space
- There will also be Shipping & Receiving facilities constructed during Phase 1.
- Explains process and storage of recyclable materials.
- There will eventually be a pipe to feed material to Kingspan.
- Will eventually ship materials to other Kingspan facilities as well as other companies.
- Majority of employee parking will be in front of Kingspan.
- Some parking will be management & office personnel at Synthesia.
- Discussed parking calculations and looked at other communities.
- Believe the 1.5 parking per employee per maximum shift is good calculation.
- Based on the available parking, will only need to add some to the new building.
- Towers will be eight-five (85) feet tall, which is lower than OSU football stadium and Stillwater Mill's tower and these will be enclosed.
- Sound study shows the truck traffic will be the largest noise generator.
- Potential at 3rd phase, working with Kingspan, to expand rail service for receiving and shipping abilities.
- Asks if there are any questions.

Commissioner Prather asks how many employees; Mr. Gose responds that Phase 1 is ~\$70m project with 32 employees, Phase 2 is ~\$22M with 25 employees and Phase 3 will be between \$10-15m and 27 employees.

Commissioner Prather asks if they will run three shifts; Mr. Gose responds yes.

Vice-Chair Williams asks if there was an environmental study; Mr. Gose responds yes and that the output is minimal to the air, the project will generate water during the glycolysis process that will be collected, stored and removed offsite for treatment processing.

Discussion is held about local, state and federal requirements to ensure air and water quality are maintained and not impacting the neighborhood or environment.

Mr. Gose comments that both Kingspan and Synthesia are forward-thinking companies and protecting the environment is important to them.

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

Mr. Bibelheimer presents findings and alternatives.

Findings:

1. The Land Development Code allows for Chemical Manufacturing in the General Industrial District with a specific use permit.

2. The proposed specific use permit for chemical manufacturing aligns with Envision Stillwater 2045

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed specific use permit.
2. Accept findings and recommend that the City Council conditionally approve the proposed specific use permit subject to conditions being met which can include, but are not limited to:
 - a. Construction of a 6-foot sidewalk for the full parcel length along the Perkins Road frontage.
 - b. The parking requirement being based on 1.5 parking space per employee on the largest working shift.
3. Find that the specific use permit is not an appropriate use for the property based upon the impacts to the surrounding vicinity and do not recommend that the City Council approve the request.
4. Find that additional information or discussion is needed prior to making a recommendation and table the request to a certain date

Mr. Bibelheimer states staff recommends Alternative #2 to conditionally approve the specific use permit with the last-minute changes to Section 23-230.f regarding primary frontage for corner lots.

Commissioner Prather comments that he believes this to be a good project for Stillwater and is excited that his many years of recycling plastic bottles will be put to good use. Chair Phillips agrees.

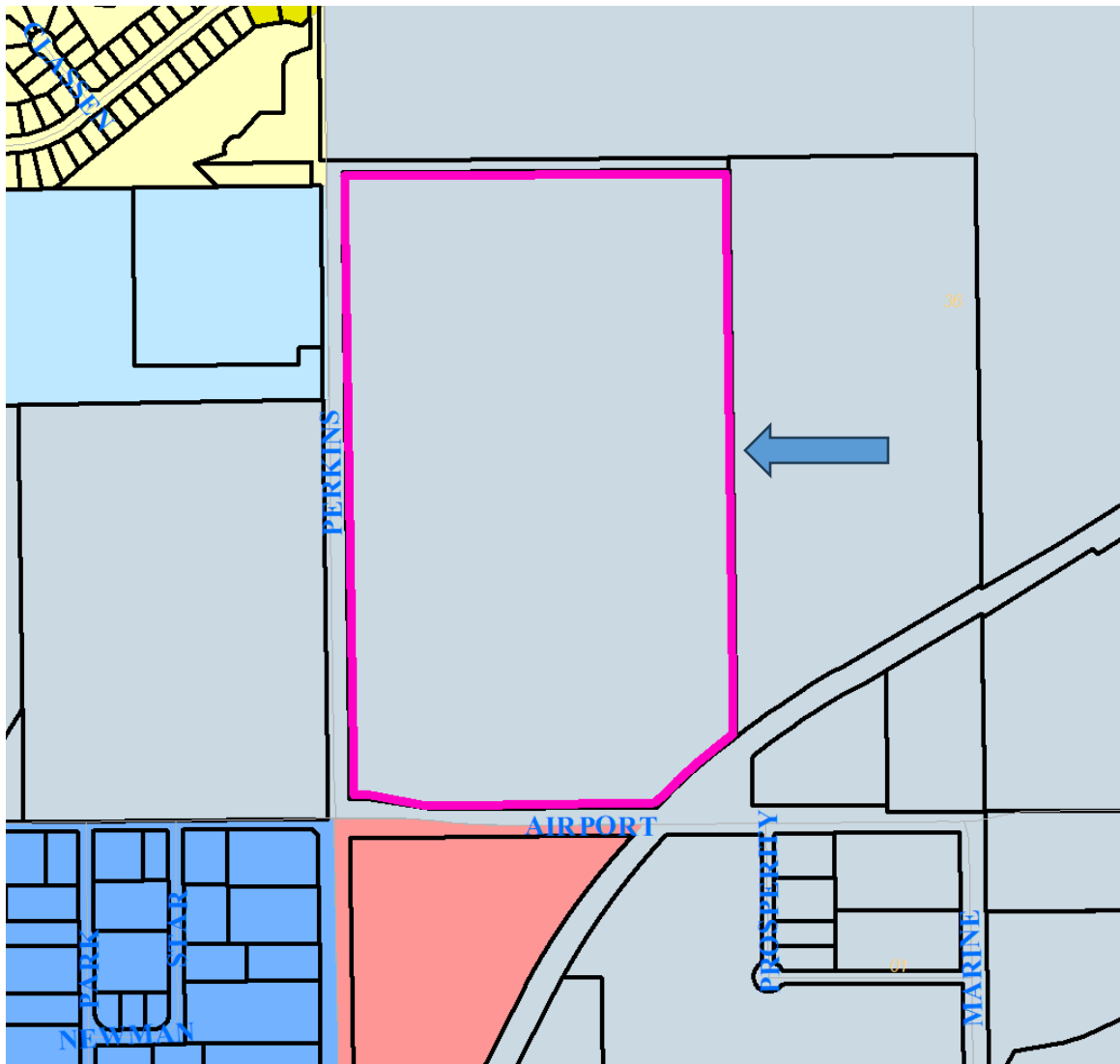
Vice-Chair Williams states that it makes perfect sense about having the sidewalk along N. Perkins Road and adjusting the parking calculation so that there isn't unused parking and concrete.

Commissioner Prather moved to accept Alternative #2, Vice-Chair Williams seconds to accept findings and recommend that the City Council conditionally approve the proposed specific use permit at 4115 N. Perkins Road subject to conditions being met which can include, but are not limited to:

- a. Construction of a 6-foot sidewalk for the full parcel length along the Perkins Road frontage.
- b. The parking requirement being based on 1.5 parking space per employee on the largest working shift.

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

Time: 20 minutes



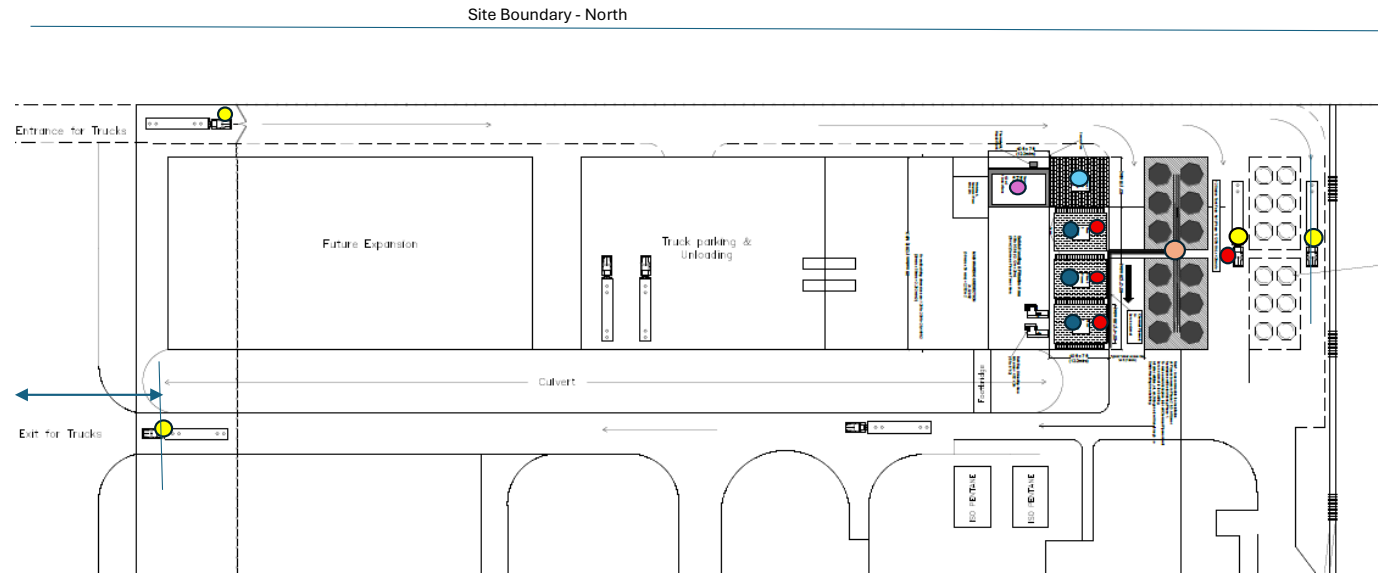
Small Lot Single Family Residential (RSS)	General Industrial (IG)	
Public(P)	Light Industrial (IL)	Commercial General (CG)



Stillwater OKLAHOMA
stillwaterok.gov

Project Type: Specific Use Permit (SUP26-01)
Request: Chemical Manufacturing Facility in General Industrial (IG)
Address: 4115 N PERKINS RD.

Noise Pollution



Item No	Source of Noise	Internal/External	dB(A)at Source	Dba at 165ft (50 mtrs)	Dba at closest Boundary		Dba at Neighbourhood	
					Distance	Dba	Distance	Dba Impact
1	Delivery Trucks	External	90 -96	62	85 ft at entrance	80	700 ft at entrance	Not Measurable
2	Vacuum Pumps	Internal	73	39	185 ft	>35dB(A)	1,300 ft	Not Measurable
3	Refrigeration Cooling	External	53	20	153 feet	>35dB(A)	1,300 ft	Not Measurable
4	Air Compressors	Internal	67	33	140 ft	>35dB(A)	1,200 ft	Not Measurable
5	Process Pumps	Internal	80	46	185 ft	>35dB(A)	1,300 ft	Not Measurable
6	Tank Farm Pumps	External	80	46	210 ft	>40dB(A)	1,400 ft	Not Measurable

Notes: External building cladding will reduce external noise emissions by 40>50db from the point of source.

It is generally accepted that for every 165ft, sound in free air will reduce by 34.74db.



Gose & Associates

ENGINEERING • PLANNING • LAND SERVICES

February 27, 2026

Henry Bibelheimer, Senior Planner
Department of Community Development
City of Stillwater
723 South Lewis Street
Stillwater, Oklahoma 74074

RE: Overall Parking Calculations – 4115 North Perkins Road

Dear Mr. Bibelheimer,

As part of the Specific Use Permit process, we are required to show the parking for the Synthesia project being proposed on the northside of the existing Kingspan Roofing + Waterproofing building. The existing Kingspan building has 247,425 square feet of manufacturing space, 164,507 square feet of warehouse and 4,854 square feet of office space. The proposed Synthesia site will have approximately 10,800 square feet of manufacturing, 55,880 square feet of warehouse and 5,800 square feet of office. The two companies are proposing to share the 161 parking spaces in the large parking lot near the entrance. Kingspan would retain sole use of its 12 spaces outside their office building and Synthesia would construct 8 spaces outside its office area.

Kingspan will have a maximum shift size of 45 employees, including 30 in manufacturing and 15 in the office. Synthesia will have a maximum shift size of 23 employees, including 15 employees in manufacturing and 8 in the office.

Current code, Section 23-220, Table 4.2, has the following parking requirements:

Industrial/manufacturing use - One space per 1,200 sq. ft.

Warehouse - One space for every 1.5 employees on the largest working shift, or one space per 2,000 sq. ft. of floor area, whichever is greater

Office – One space per 300 sq. ft.

These two users are requesting to use 1.5 spaces per employee on the largest working shift since current manufacturing and warehouse parking needs are much less than what is envisioned by the current code. The City of Bartlesville has a similar 1.5 space requirement.

On this project, 102 spaces would be required using the 1.5 spaces per employee at maximum shift. There are 161 spaces in the large parking lot, 12 adjacent to the Kingspan office, and 8 are proposed at the Synthesia building for a total of 181.



Gose & Associates

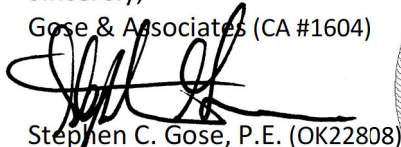
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Page 2

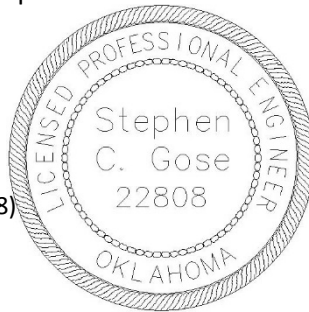
Using the City minimum parking requirements there would be 361 total parking spaces required for the two uses: 305 for Kingspan and 56 for Synthesia. This is approximately twice the needed parking based on how the users will staff and operate their facilities, and equates to approximately 2.1 acres of additional paved surface that would not be utilized. Adding this pavement would create the need for additional on-site detention and land area that would be paved instead of grass or other landscaping.

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

Sincerely,
Gose & Associates (CA #1604)



Stephen C. Gose, P.E. (OK22808)
Project Manager



	Manufacturing	Warehouse	Office	Employee Max Shift	
Kingspan Roofing + Waterproofing	247,425	164,507		4,854	45
Synthesia	10,797	55,879		5,793	23
Parking Requirements					
COS Standards					
	1 per 1,200 sf	1 per 2,000 sf	1 per 300 sf		
Kingspan	206	82		16	305
Synthesia	9	28		19	56
Total	215	110		35	361
		1.5 per employee			102
Proposed Parking					
Kingspan Existing	161			12	
Synthesia Proposed	8				181

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 23, 2026



Agenda Item:	7.b. CC-26-47
Previous/Related Action:	February 24th, 2026 Planning Commission Report
Background/Issue:	<p>The Commercial Business (CB) district is largely located within and surrounding downtown Stillwater. Uses within the CB district are exempt from off-street parking and typically utilize on-street public parking spaces for their customers. Vehicle sales and service businesses must have off-street parking to store vehicles being sold or repaired. For this reason, vehicle sales and service is not an appropriate use in a majority of the CB district. However, there are a few locations within the CB district where vehicle sales and service might be appropriate, especially with certain approved conditions. Uses that are sometimes allowed within certain zoning districts typically require a specific use permit from the City Council.</p> <p>With the ability for City Council to impose conditions on the specific use permit to ensure compatibility, staff believe that a specific use permit is the best path forward for vehicle and equipment sales and service in the CB zoning district.</p> <p>Staff has identified five (5) locations, currently zoned CB, with the use of Vehicle and equipment sales and service.</p>
Proposal/Solution:	On February 24, 2026, Planning Commission voted unanimously to recommend that City Council approve the text amendment as presented.
Financial Source/Impact:	None.
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation to approve the text amendment as presented.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Planning Commission Mtg Summary 2.24.2026 SPC DRAFT

2. Draft Ordinance

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 Review 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

- b. Receive public comment regarding a Text Amendment (TXT26-03) to Stillwater City Code Chapter 23, Land Development Code, Article VI, Land Use Classifications, Division 4, Commercial Districts, Section 23-152, CB Commercial Business District; Repealing all ordinances to the contrary; and providing for severability.

Mr. Bibelheimer presents staff's report and asks if there are any questions.

Commissioner Prather asked for clarification that this particular use was not allowed at all in the Commercial Business (CB) category, and now it's being added as a Specific Use. Mr. Bibleheimer confirmed.

Commissioner Shanahan stated that staff mentioned there are five (5) existing businesses and asked what those were where those were location. Mr. Bibelheimer stated that there are a couple of mechanic shops, one off Lewis and one on Main Street with another mechanic shop further south on Main, and a used car dealership; and the CB district extends to areas on 6th Ave.

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

Mr. Bibelheimer presents findings and alternatives.

Findings:

1. The proposed text amendment provides a potential path forward for the existing vehicle and equipment sales and service to come into compliance.
2. The proposed text amendment allows City Council to review and impose conditions on any request for vehicle equipment sales and service within the CB zoning district.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Text 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 Text Amendment is not needed and do not recommend that the City Council approve the request.

Staff recommended to accept findings and recommend that the City Council approve the proposed Text Amendment as presented.

Commissioner Prather motions to approve the proposed text amendment as presented. Commissioner Peters seconds.

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

Time: 6 minutes

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING STILLWATER CITY CODE CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE VI, LAND USE CLASSIFICATIONS, DIVISION 4, COMMERCIAL DISTRICTS, SECTION 23-152, CB COMMERCIAL BUSINESS DISTRICT; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That Stillwater City Code, Chapter 23, “Land Development Code”, Article VI, “Land Use Classifications”, Division 4, “Commercial Districts”, Section 23-152, “CB Commercial Business District”, be amended as follows:

Sec. 23-152. - CB Commercial Business District.

- a) *Permitted by right.* The following uses will be permitted by right in the CB Commercial Business District:
1. Arts and entertainment.
 2. Bed and breakfast, hotel, motel.
 3. Beverage services.
 4. Boardinghouses/roominghouses.
 5. Educational services.
 6. Financial institutions and services.
 7. Food services.
 8. Freestanding self-service facilities.
 9. Multifamily.
 10. Mixed use.
 11. Parking lots/garages.
 12. Personal and laundry service.
 13. Professional and administrative office and services.
 14. Public administration and service.
 15. Recreation.
 16. Retail trade.
 17. Townhome.
- b) *Specific use permit.* The following uses are permitted by specific use permit in the CB district:
1. Information.

2. Medical marijuana dispensary.

2.3. Vehicle and equipment sales and service.

- c) *Bulk regulations.* Bulk regulation requirements in the CB district are as follows:
1. The maximum structure height as measured from the finished floor elevation of the first floor to the highest point of the roof: No maximum limit.
 2. Setbacks. The following are the minimum required setbacks in the CB district:
 - a. *Minimum front yard.* No setback is required from any property boundary abutting a right-of-way or road/access easement.
 - b. *Minimum side yard.* When a side yard has a common boundary with property in any residential district, the minimum setback is 20 feet. When a side yard has a common boundary with property in any district except for a residential district, there shall be no required minimum setback.
 - c. *Minimum rear yard.* When a rear yard has a common boundary with property in any residential district, the minimum setback is 25 feet. When a rear yard has a common boundary with property in any district except for a residential district, there shall be no required minimum setback.
 3. Maximum lot coverage: 100 percent.
- d) *Exceptions.* The following exceptions are set forth in the CB district:
1. The rear yard shall be not less than 30 feet in width to accommodate a 20-foot wide alley for the placement of dumpsters, for the loading and unloading of merchandise or materials, and for utility service equipment.
 2. For development on property that abuts any local street that currently has 100 feet of continuous right-of-way for the entire block, the front yard setbacks may be reduced by up to 50 percent.
 3. Townhomes are exempt from the lot size and lot coverage requirements.
 4. Any number of structures or uses may be constructed or established on a single lot, but no single lot shall be smaller than the minimum lot area required to accommodate the principal use/structure and all accessory uses/structures.

(Ord. No. 3023, § 1(23.152), 3-3-2008; Ord. No. 3051, § 21, 12-15-2008; Ord. No. 3104, § 2, 6-21-2010; Ord. No. 3118, § 5, 12-20-2010; Ord. No. 3201, § 5, 9-17-2012; [Ord. No. 3416](#), § 3, 9-17-2018)

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

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

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading:
Second Reading:

John McClenny

723 S. Lewis Stillwater, OK 74074

PO Box 1449



SPORTS LIGHTING PROPOSAL

Strickland- New Installation
TOPS # 230203

Hellas Sports Lighting, (herein called Hellas), will provide all materials, labor and equipment as described below.

Proposal includes:

- 65 Fixtures for Field Lighting CLIR-SV
- 4 70' Concrete Encased Direct Embedded Stell Sport Light Poles
- Pre-wired plug and play cross arms down to remote fuse distribution panel.
- Remote distribution panel inclusive of individual fixture breakers, additional 75kA surge protection and disconnect per pole.
- 25 Year Manufacturers' Warranty.
- Controls:
 - Onsite Pushbutton manual on/off with 10yrs. Service
- Freight to job site

Sports Lighting Installation Includes:

- Offloading of sports lighting system
- Assembly of sports lighting system
- Foundations
- Erection of sport lighting poles
- Individual laser aiming of all sports lighting
- Demolition of (16) existing wooden poles
- Installation of new circuits to the new poles

TOTAL COST OF LED SPORT LIGHTING SYSTEM (30 Day Price) \$315,600.00
TOTAL COST OF LED SPORT LIGHTING SYSTEM (Immediate Acceptance Price) \$288,150.00

QUALIFICATIONS:

1. Pricing is based on installation of sports lighting, crossarms or adapter brackets, and related materials.
2. Fixture installation will require full access to the fields/stadium without the need for turf or track protection
3. Pricing is based on being able to use the existing Single Phase Service panel(s) located at the complex.
4. Drilling and trenching are based on normal soil conditions without consideration of rock removal/water/sand/etc. Engineered Stamped foundation design to be provided upon award of project based on typical soils unless Geotechnical report is provided by owner. No geotechnical engineering or survey is included with this project. Pricing is subject to adjustment if geotechnical report is provided by the owner and soil conditions require additional installation consideration.

EXCLUSIONS:

1. Any item of work not specifically listed above.
2. Any electrical work outside of what is included in narrative above.
3. Removal, replacement or repair of existing trees or other vegetation.
4. Prevailing Wages.
5. Taxes. Purchasers must provide Hellas with a valid tax exemption and agree to reimburse for taxes if exemption provided is deemed invalid.
6. Engineering.
7. Construction materials inspection and testing.
8. Supply or installation of perimeter safety or construction fencing.
9. Site security.
10. Any Allowances or Contingencies.
11. Labor for warranty replacements/repairs.
12. Any permits or fees, including any utility impact fees generated by construction improvements.
13. Owner shall provide ingress/egress for ALL personnel, equipment and materials; typical construction traffic shall be expected for the duration of this contract. Contractor is not responsible for damage due to typical construction traffic ingress/egress to the construction site.
14. General Contractor / Owner to supply secure laydown area for Hellas materials.
15. Delays caused by compliance with bird protection regulations, general environmental provisions or unforeseen natural resource protection requirements will not be the obligation of the contractor. Costs associated with scope and/or schedule changes will be the obligation of the customer.

Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.



Hellas looks forward to the award of this project and is eager to work with you.

Sincerely,
Don Massey, Lighting Sales Manager
d.massey@hellas.com

Proposal Tendered: March 5, 2026 **Proposal Expires:** March 26, 2026

Date: March 13, 2026

TOPS Contract #23020101-100034

Project Name: Strickland Complex in Stillwater, OK

From: City of Stillwater, Oklahoma
John McClenny, Procurement Manager
723 S. Lewis Street/PO Box 1449
Stillwater, Oklahoma 74074-1449

GeoSurfaces, an Arkansas Licensed General Contractor (herein called **GeoSurfaces**) will provide all materials, labor and equipment necessary to install a **Pivot by Tencate™** 'replicated grass' infield on a **GeoFlo+™** shock attenuation blanket on a base and anchor system provided by **GeoSurfaces** on four infields at **Strickland Complex in Stillwater, OK** (actual field dimensions, turf panel configuration and resulting square footage of purchase and/or amount of material shipped, to be determined). **GeoSurfaces** will install the replicated grass and shock pad on a **GeoBase™** structural grid base and perimeter anchor consistent with the requirements in the attached **Pivot by Tencate™/GeoFlo+™ Installation Guide Specifications**. A twelve-year warranty including base, pad and turf is included in this proposal.

Commencement of the shipment of materials and installation shall be in conformance with project specifications and completion of installation shall be per the project schedule agreed to by the parties. Installation will commence following the availability and access to the site by **GeoSurfaces** TBD by both parties. Installation is estimated to be completed in approximately 50 good weather working days. Production of the materials must begin by April 15, 2026 or the terms of this offer will be renegotiated.

Scope of Work- Four (4) Infields at Strickland Complex- Layout Plan #1

- Remove existing spoils and haul offsite
- Laser grade to match existing elevations including dugouts and backstop wall.
- Install drainage system to tie into existing outflow provided by Others.
- Install GeoBase Structural base system
- Install anchors provided by Others
- Install GeoFlo+ ball bounce and drainage blanket
- Install Pivot by Tencate turf as seen on design
- Install inlays as seen on design
- Install GeoCool™ cooling agent
- Final Groom and clean up



Scope of Work- Four (4) Fields Fusion Wall with Perimeter Chain Link Fencing

- Remove Existing Backstop and Fencing.
- Install 30" Fusion Backstop Wall & 4 Pole Inline Backstop Netting System at 4 fields
- 20' #36 Knotted Nylon Netting System
- Padded Backstop Fusion Wall wrapped in all-weather vinyl
- Install 4" Sched. 40 black posts
- Install 2,330LF of 6 Gauge Black Chain Link Fencing
- One Slide Gate per field

TOTAL COST for materials, labor and equipment provided by **GeoSurfaces..... \$1,058,300.00**
The pricing above includes TOPS and performance bonding.

Add Alternate #1 – Two (2) Youth Portable Mounds+\$14,000.00

TERMS AND EXCLUSIONS:

- Taxes are excluded. A tax exempt must be presented prior to order materials. If no tax exempt form is presented, Owner agrees to reimburse GeoSurfaces for the taxes rendered on Owner's behalf.
- The cost of permits, city engineering fees, water management fees or other license fees, if applicable, will be provided by others.
- Surveying for field, if necessary, will be provided by Others.
- Perimeter drainage provided by contractor will tie into outflow provided by Owner.
- Base anchors will be installed per the direction of the Owner. Owner will provide base anchors, softball rubbers and anchors.
- Bullpens are excluded. Portable Mounds are excluded, unless chosen as alternate.
- Installation dates must be agreed upon by both parties.
- Installation shall not be interrupted or delayed by Purchaser for any reason without prior written approval from GeoSurfaces.
- Installation will commence within 15 days of Purchaser's written notice. Completion will be within the agreed upon good weather working days. "Good weather working days" are defined in the Contract Agreement.
- A certificate of insurance will be issued to Purchaser upon mobilization to the project site.
- Utility or fiber optic lines of any kind that are not marked are the responsibility of the Owner.
- Sodding or filling of the perimeter around radius of the field is not included in this proposal.
- Owner is responsible for full access. GeoSurfaces is not responsible for fencing, sod, asphalt, or concrete as it pertains to access.
- GeoTech report is the responsibility of the Owner. Not required but recommended.
- Removing unsuitable soils and importing select fill is not included in this proposal.
- Radius backfill, outfield remediation, or other work beyond the footprint of the turf infields are excluded.





Acceptance of Offer to Sell: This offer to sell (Proposal and all attachments) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSurfaces. If the Acceptance of Proposal is not received by GeoSurfaces on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Proposal tendered this 13th day of March 2026. Proposal expires the 30th day of March 2026.

For: **GeoSurfaces, Inc.**

By: _____

ACCEPTANCE OF PROPOSAL

By your signature below and the return of an originally executed Acceptance of Proposal dated March 13, 2026 within the time specified for acceptance of GeoSurfaces' offer to sell, you accept the terms and conditions contained in said Proposal.

PURCHASER:

By: _____
(Name and Title)

Date: _____

Federal Tax ID # _____



CONTRACT AGREEMENT

PARTIES: THIS AGREEMENT (the "Agreement") is made and entered into between **GeoSurfaces, Inc.**, herein GeoSurfaces, a Louisiana limited liability company, with its principal business office located at 7080 St. Gabriel Avenue – Ste A, St. Gabriel, LA, 70776; and the undersigned Purchaser ("Purchaser") **City of Stillwater, OK** located at **723 S. Lewis Street, Stillwater, OK 74074-1449**. GeoSurfaces and Purchaser are sometimes herein jointly referred to as the "Parties". The effective date of this Agreement and all other Contract Documents will be the date upon which this Agreement is executed by the last party signing as noted in the signature section of this Agreement.

PURPOSE: Purchaser and GeoSurfaces hereby enter into this Agreement and all other Contract Documents for the purpose of authorizing and providing terms of performance by and compensation to GeoSurfaces or its authorized construction groups and subcontractors to provide the labor and materials necessary to construct an artificial turf sports baseball field surface for the Purchaser (the "Project"), all as more fully defined in the **GeoSurfaces Proposal dated March 13th, 2026**, and incorporated herein by reference as Exhibit A.

NOW THEREFORE IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The term "**CONTRACT DOCUMENTS**" refers to this Agreement, *Exhibit A*, GeoSurfaces Proposal; *Exhibit B*, GeoGreen® & GeoFlo® Installation Guide Specifications; and *Exhibit C*, GeoSurfaces Warranty, all of which are incorporated herein by reference and shall be construed together as the Contract Documents.
2. **GEOSURFACES SHALL FURNISH** all materials, labor, and supervision necessary for the construction and installation of the Project contemplated by this Agreement (along with the other Contract Documents) in a proper, efficient and workmanlike manner. GeoSurfaces shall make all reasonable efforts to perform work and materials on the Project in a timely and diligent manner within the delays and deadlines provided in this Agreement and the other Contract Documents.

GeoSurfaces and Purchaser shall maintain on the Project site from the effective date until completion of the Project, competent supervisors, who shall be the knowledgeable and authorized representatives of GeoSurfaces and Purchaser respectively; and the identity of those supervisors shall at all times during the Project be made known to the other Party. Directions and communications to the supervisor of Purchaser from GeoSurfaces or any third party in connection with the Project shall be treated as notice received by Purchaser for all purposes. The Purchaser shall maintain on the Project site during the progress of the Project, a competent representative authorized to act and make decisions on behalf of the Purchaser, including with the authority to execute binding Change Orders if applicable.

3. **PAYMENT SCHEDULE:** The payment due for this Project payable by Purchaser to GeoSurfaces shall be paid according to the following schedule:



- a. As agreed on by the parties
- b. All change orders to be paid upon completion of change orderwork.

All payments shall be made by means of checks, wire transfers, or other instruments of payment with immediately available funds.

4. For the WORK described in the Contract Documents, the Purchaser will pay GeoSurfaces the total sum of money set forth in the attached GeoSurfaces Proposal, which sum of money shall be paid in the manner and according to the schedule described in Section 3 hereinabove. Any payment not received when due shall bear interest at the rate of 1 1/2 percent per month on the unpaid balance until paid in full. GeoSurfaces shall additionally have the right to suspend or terminate all work on the Project in the event that any payment is not paid in full by Purchaser within 10 days of its due date, which suspension or termination shall be at the sole discretion of Geo-Surfaces and shall not be considered to be a breach of this Agreement. In the event of any Work subsequently agreed to between the Parties beyond the original scope of work described in the Contract Documents (“extras”), payment for such extras shall either be due and payable before the extra work is commenced, unless otherwise mutually agreed to by the Parties.
5. ACCEPTANCE BY PURCHASER of the completed Project shall be deemed to have occurred and to be effective for all purposes, either upon execution by Purchaser of a written Act of Acceptance of the Project, or upon first use of the Project for any purpose by Purchaser or its authorized designee, whichever first occurs. Either manner of Acceptance shall be applicable to all payment obligations owed by Purchaser to GeoSurfaces. Upon either such means of acceptance, GeoSurfaces’ obligations to satisfy warranty obligations arising out of its Work as specified in the Warranty Section of the Contract Documents shall promptly commence strictly in accordance with the terms of the express written Warranty. For the avoidance of doubt, the failure of GeoSurfaces to insert an effective date on the written Warranty for commencement of the term of the Warranty shall not invalidate or suspend commencement of the Warranty, which warranty period shall commence immediately upon Acceptance of the Project in either manner as defined above. There shall be no other Warranty of any nature or kind by GeoSurfaces arising from the Project except as expressly stated in the written Warranty of and signed by the authorized representative of GeoSurfaces; and any other warranties which would otherwise be provided or applicable by law are hereby expressly waived and acknowledged by the Parties not to exist, which are replaced entirely by the Written Warranty as part of the essential consideration for that Written Warranty. The one-year limitation for claims found in, arising from, or associated with, any payment and performance bonds shall in no way shorten or limit the product warranty (if any) provided by any manufacturer.
6. COMPLETION: GeoSurfaces schedule, including time for completion for its Work under this Agreement, is based upon the herein defined “Good Weather Working Days”. Good Weather Working Days means that none of the following conditions exist on the day(s) at issue: (i) no snow or rain that impacts the surface to the extent that the work is inhibited due to the instability of the prepared surface; (ii) no day wherein the rainfall within 24 hours exceeds one- eighth of an inch; (iii) no fog or



other high humidity condition that results in deposits of water on the surface; (iv) no winds in excess of 20 miles per hour; or (v) no ambient air temperature below 35 degrees F.

7. EXCEPT TO THE EXTENT GeoSurfaces is required to purchase (and as expressly provided in) any policies of insurance as set forth herein, GeoSurfaces shall not be responsible for direct, indirect, or otherwise consequential (in any manner) damages of any nature or kind (including for alleged loss of revenues allegedly arising from inability to use the field), monetary or otherwise, for delays in completion of the Project caused by any reason or person, whether GeoSurfaces, the Purchaser, or the Purchaser's agents, acts of God, unavailability or shortages or delays of raw material, or finished materials/elements of the field, unavailability or shortage of carriers, acts of any governmental agency, unusual delays in transportation, abnormal weather conditions, labor disputes, or other causes, including as attributable wholly or partially to GeoSurfaces, its Members, Managers, agents, employees, subcontractors or suppliers, all of whom are hereby released from any and all such liability. Nevertheless, GeoSurfaces shall give the Purchaser good faith written notice of any foreseeable delay within a reasonable time of the occurrence or commencement of a cause of delay. Failure to give notice of delay within a reasonable time shall not create a claim whatsoever by Purchaser against GeoSurfaces. GeoSurfaces notice may include an estimate of the probable effect of the delay on the progress of the Work. GeoSurfaces shall, upon termination of the delay, continue its performance and completion of the Work, and the completion date of the Project shall be adjusted to reflect the delay.

8. The VALIDITY, INTERPRETATION, AND PERFORMANCE of this Agreement shall reside in and be governed by the substantive laws of the State of Louisiana. There are no understandings or representations of any kind whatsoever, either express or implied, except as expressly set forth in this Agreement. No modification or waiver of the terms and conditions of this Agreement shall be binding on GeoSurfaces unless approved in writing by an authorized officer of GeoSurfaces. The terms and conditions of this Agreement and the other Contract documents shall not be altered by the terms and conditions contained in any acknowledgment or acceptance of any Purchase Order issued by the Purchaser. Both Parties have equally participated in the negotiation, preparation, and execution of this Agreement and other Contract Documents, and any ambiguity that may exist in this Agreement and other Contract Documents shall be construed and interpreted equally between the Parties.

9. IN THE EVENT OF LITIGATION arising from the subject matter of this Agreement and other Contract Documents, the prevailing party shall be entitled to recover all of its attorney fees and other litigation costs of any nature from the non- prevailing party in the form of a monetary Judgment.



10. The Parties' DULY AUTHORIZED REPRESENTATIVES HEREBY EXECUTE this Agreement, effective on the date of execution by the party last signing. Execution of this Agreement may be evidenced by a facsimile or scanned signed email copy transmitted to the other party; and this Agreement may be executed by the respective Parties in one or more counterparts, each of which shall constitute valid execution, and all of which, when taken together, shall constitute and be construed as one instrument.

GeoSurfaces, Inc.

By: _____
Billy Dawson, Chief Commercial Officer

Address: 7080 St. Gabriel Avenue – Ste. A, St. Gabriel, LA 70776
EMAIL: info@geosurfaces.com

Date: _____

PURCHASER: _____

By: _____

Print Name and Title: _____

Address: _____

Email: _____

Date: _____



STILLWATER AREA SPORTS ASSOCIATION STRICKLAND COMPLEX Stillwater, OK



Complex Layout Plan #1

Date: May 13, 2025
Scale: 1" = 60'
Total sqft = 38,643





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

Office: 405.372.0025
Web: stillwater.org

Budget Amendment Request
For Budget Year 2026

Date: 03/16/2026

Department: City Manager's Office

Requested by: Christy Driskel

Revenue:
Increase transfer in to reflect transfer of funds from the SEDA Visitor Amenities Fund to the City's General Fund for the renovation of Strickland Park ballfields. Project funding approved by the Tourism Advisory Committee in March 2026.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Transfer In	1010000 - 61000		\$ 23,892,728	\$ 1,835,745	\$ 25,728,473
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Increase:

Decrease:

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

\$ 1,835,745

Reviewed by Department Manager: _____ Date: _____

Reviewed by Finance: *[Signature]* Date: 3/16/2026

Approved by CMO: _____ Date: _____

Approved by City Council: Yes No Date: _____

Processed by Finance: _____ Date: _____

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

--Print on Yellow Paper--



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

Budget Amendment Request
 For Budget Year 2026

Date: 03/16/2026

Department: City Manager's Office Requested by: Christy Driskel

Expenditures:
 Appropriate funds for the renovation of Strickland Park ballfields. Project funding from the SEDA Visitor Amenities Fund approved by the Tourism Advisory Committee in March 2026.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Strickland Ballfield Reno	1015010 - 54009	26PR02101	\$ 0	\$ 1,835,745	\$ 1,835,745
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Increase:

Decrease:

Net Change: (will usually result in a total increase or decrease)
\$ 1,835,745

Reviewed by Department Manager: _____ Date: _____

Reviewed by Finance:  Date: 3/16/2026

Approved by CMO: _____ Date: _____

Approved by City Council: Yes No Date: _____

Processed by Finance: _____ Date: _____

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

--Print on Yellow Paper--

RESOLUTION NO. CC-2026-5

A RESOLUTION OF THE CITY OF STILLWATER APPROVING THE SUBMISSION OF AN OKLAHOMA OPIOID ABATEMENT GRANT APPLICATION; AUTHORIZING THE USE OF CITY OF STILLWATER DIRECT OPIOID SETTLEMENT FUNDS TO SUPPORT THE PAYNE COUNTY DRUG COURT PROGRAM; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY RELATED DOCUMENTS, COORDINATE WITH PROJECT PARTNERS, AND CARRY OUT ACTIVITIES ASSOCIATED WITH THE PROJECT

WHEREAS, in 2020 the Oklahoma Legislature enacted House Bill 4138 known as the Political Subdivisions Opioid Abatement Grants Act (74 O.S. § 30.3 et seq.) for the purpose of promoting and protecting the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions; and

WHEREAS, the opioid epidemic continues to have a significant impact on communities across Oklahoma, including the City of Stillwater and Payne County, contributing to substance use disorder, overdose deaths, and increased demands on local health, public safety, and judicial systems; and

WHEREAS, the Oklahoma Opioid Abatement Board, through the Office of the Oklahoma Attorney General, administers opioid abatement grant funding to support evidence-based strategies that prevent opioid misuse, expand treatment access, support recovery services, and reduce the harms associated with opioid use disorder; and

WHEREAS, the City of Stillwater recognizes the importance of supporting effective treatment and recovery programs that address substance use disorder and reduce recidivism among justice-involved individuals; and

WHEREAS, the Payne County Drug Court Program provides a structured, evidence-based approach that combines judicial supervision, substance use treatment, recovery support services, and accountability to assist individuals struggling with substance use disorder in achieving long-term recovery while reducing incarceration and improving community safety; and

WHEREAS, the City of Stillwater desires to support the Payne County Drug Court Program as an important local strategy to address opioid use disorder and its related impacts within the community; and

WHEREAS, the City of Stillwater intends to submit an application to the Oklahoma Opioid Abatement Board seeking grant funding to support opioid abatement efforts aligned with the Board's priority strategies; and

WHEREAS, the City of Stillwater further desires to utilize a portion of its direct opioid settlement funds to support the implementation and sustainability of the Payne County Drug Court Program as part of its broader opioid abatement efforts.

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

Section 1. The Stillwater City Council hereby approves submission of an application to the Oklahoma Opioid Abatement Board for Opioid Abatement Grant funding to support initiatives addressing opioid use disorder within the City of Stillwater and Payne County.

Section 2. The Stillwater City Council supports the inclusion of funding within the grant application to support the Payne County Drug Court Program,

which provides treatment, supervision, and recovery support services for individuals experiencing substance use disorder, including opioid use disorder.

Section 3. The Stillwater City Council authorizes the use of City of Stillwater direct opioid settlement funds to support the Payne County Drug Court Program, including activities that expand treatment access, support recovery engagement, and reduce opioid-related harms within the community.

Section 4. The City Manager is hereby authorized to execute any related documents, coordinate with project partners, and carry out the activities associated with the project should funding be awarded.

PASSED AND ADOPTED THIS 23RD DAY OF MARCH 2026.

CITY OF STILWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

ORDINANCE NO. 3594

AN ORDINANCE AMENDING STILLWATER CITY CODE CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE VI, LAND USE CLASSIFICATIONS, DIVISION 4, COMMERCIAL DISTRICTS, SECTION 23-152, CB COMMERCIAL BUSINESS DISTRICT; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That Stillwater City Code, Chapter 23, “Land Development Code”, Article VI, “Land Use Classifications”, Division 4, “Commercial Districts”, Section 23-152, “CB Commercial Business District”, be amended as follows:

Sec. 23-152. - CB Commercial Business District.

- a) *Permitted by right.* The following uses will be permitted by right in the CB Commercial Business District:
1. Arts and entertainment.
 2. Bed and breakfast, hotel, motel.
 3. Beverage services.
 4. Boardinghouses/roominghouses.
 5. Educational services.
 6. Financial institutions and services.
 7. Food services.
 8. Freestanding self-service facilities.
 9. Multifamily.
 10. Mixed use.
 11. Parking lots/garages.
 12. Personal and laundry service.
 13. Professional and administrative office and services.
 14. Public administration and service.
 15. Recreation.
 16. Retail trade.
 17. Townhome.
- b) *Specific use permit.* The following uses are permitted by specific use permit in the CB district:
1. Information.

2. Medical marijuana dispensary.

2.3. Vehicle and equipment sales and service.

- c) *Bulk regulations.* Bulk regulation requirements in the CB district are as follows:
1. The maximum structure height as measured from the finished floor elevation of the first floor to the highest point of the roof: No maximum limit.
 2. Setbacks. The following are the minimum required setbacks in the CB district:
 - a. *Minimum front yard.* No setback is required from any property boundary abutting a right-of-way or road/access easement.
 - b. *Minimum side yard.* When a side yard has a common boundary with property in any residential district, the minimum setback is 20 feet. When a side yard has a common boundary with property in any district except for a residential district, there shall be no required minimum setback.
 - c. *Minimum rear yard.* When a rear yard has a common boundary with property in any residential district, the minimum setback is 25 feet. When a rear yard has a common boundary with property in any district except for a residential district, there shall be no required minimum setback.
 3. Maximum lot coverage: 100 percent.
- d) *Exceptions.* The following exceptions are set forth in the CB district:
1. The rear yard shall be not less than 30 feet in width to accommodate a 20-foot wide alley for the placement of dumpsters, for the loading and unloading of merchandise or materials, and for utility service equipment.
 2. For development on property that abuts any local street that currently has 100 feet of continuous right-of-way for the entire block, the front yard setbacks may be reduced by up to 50 percent.
 3. Townhomes are exempt from the lot size and lot coverage requirements.
 4. Any number of structures or uses may be constructed or established on a single lot, but no single lot shall be smaller than the minimum lot area required to accommodate the principal use/structure and all accessory uses/structures.

(Ord. No. 3023, § 1(23.152), 3-3-2008; Ord. No. 3051, § 21, 12-15-2008; Ord. No. 3104, § 2, 6-21-2010; Ord. No. 3118, § 5, 12-20-2010; Ord. No. 3201, § 5, 9-17-2012; [Ord. No. 3416](#), § 3, 9-17-2018)

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

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

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

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 03/23/2026
Second Reading:

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 23RD DAY OF MARCH, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

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

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 03/09/2026
Second Reading: 03/23/2026

REPORT TO: CITY COUNCIL

MEETING DATE: MARCH 23, 2026



Agenda Item:	11.a. CC-26-48
Previous/Related Action:	
Background/Issue:	The Stillwater Housing Authority consists of five members each serving a three-year term. Roger Gose's and Ruby Manning's terms ended in February 2026. Both Gose and Manning have requested to be reappointed to another three-year term.
Proposal/Solution:	Reappoint both Roger Gose and Ruby Manning to a three-year term on the Stillwater Housing Authority that will expire in February 2029.
Financial Source/Impact:	N/A
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #6 ENGAGED & INVESTED RESIDENTS
Recommended Action/Motion:	Recommend reappointing both Roger Gose and Ruby Manning to another three-year term on the Stillwater Housing Authority that will expire in February 2029.
Prepared By:	
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

None