



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA
 APRIL 20, 2026, 5:30 PM

723 S. Lewis Street, Room 1122
 Stillwater, OK 74074

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.	Month of the Young Child
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b.	Child Abuse Prevention Month
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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 April 6, 2026 regular meeting minutes.	
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b.	Approve budget amendments reflecting increased reimbursement revenue of \$5,050 and expenditures of \$5,050 related to the Home Buyers Assistance Program.	Jared Thulin
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c.	Approve a budget amendment increasing transfers from the General Fund to the Stillwater Economic Development Authority in the amount of \$280,461 to fund obligations under Tax Increment Financing District #1.	Jared Thulin
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d.	Approve budget amendments to increase sales and use tax projections for FY26 and provide for the transfer of dedicated sales tax to the Stillwater Utilities Authority and a transfer to	Jared Thulin
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	the City Capital Fund.		
e.	Approve a Jail Services Agreement with Payne County and the Payne County Sheriff to facilitate the housing of City prisoners in the Payne County Jail Facility.		
f.	Consider request for a Final Plat named Park Valley Addition, Section 2 in the Small Lot Single-Family Residential (RSS) zoning district on a portion of property addressed as 1823 W 26th Avenue.	CC-26-60	Henry Bibelheimer
g.	Acceptance of two (2) deeds of dedication— permanent right-of-way and a general utility easement along E McElroy Road to serve a new proposed residential subdivision known as McElroy Park.	CC-26-61	Joshua Brown
h.	Acceptance of a sewer and electric easement to serve the new Dunkin' Donuts development at 424 W 6th Avenue.	CC-26-62	Joshua Brown
i.	Acceptance of an electric easement to serve a new single-family residence at 1219 E 12th Avenue.	CC-26-63	Joshua Brown
j.	Acceptance of public water, sewer, storm sewer, sidewalk and paving improvements for Park Valley, Section 2 subdivision located on a portion of property addressed as 1823 W 26th Avenue.	CC-26-64	Joshua Brown
k.	Acceptance of paving and sanitary sewer improvements to serve proposed construction of single-family unplatted lots along N Hightower Street.	CC-26-65	Joshua Brown
l.	Approve an extension to the Contract for a Unit Price Contract with Rudy Construction, Co. for an additional \$750,000 related to 25TR06-Full Depth Repair (Bid No. 47-2025); authorize total construction expenditures of \$800,000 which includes the construction contract, testing and contingency; authorize the City Manager to execute the construction contract extension and	CC-26-66	Bill Millis

	related documents; and approve the associated budget amendment.		
m.	Approve development agreement with IH Development, LLC, Ideal Homes of Norman, LP and Park Valley Fund, LLC.	CC-26-67	David Barth

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 for closing of the previously unclosed portion of the general utility, drainage and pedestrian easements at property located at 410 W Franklin Avenue.	CC-26-69	Henry Bibelheimer
b.	Receive public comment for closing of a utility easement at property located at 410 W Franklin Avenue.	CC-26-70	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.	FY27 Budget Presentation (no action will be taken on this item)	Jared Thulin, Seth Hughes
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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- 2026-7: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER TO APPROVE PARTICIPATION IN SETTLEMENTS WITH ASSOCIATED PHARMACIES, INC., JM SMITH CORPORATION, LOUISIANA WHOLESALE DRUG
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	COMPANY, MORRIS AND DICKSON CO., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC. AND UNITED NATURAL FOODS, INC. AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE REMNANT DEFENDANTS' COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM CONTAINED IN THE REMNANT DEFENDANTS' SETTLEMENT AGREEMENT AS EXHIBIT G AND TO TAKE ALL ACTIONS REQUIRED TO EFFECT THE SETTLEMENTS
b.	RESOLUTION NO. CC-2026-8: A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

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. 3601: AN ORDINANCE CLOSING OF A UTILITY EASEMENT AT PROPERTY LOCATED AT 410 W FRANKLIN AVE.	
b.	ORDINANCE NO. 3602: AN ORDINANCE CLOSING OF THE PREVIOUSLY UNCLOSED PORTION OF THE GENERAL UTILITY, DRAINAGE AND PEDESTRIAN EASEMENTS AT PROPERTY LOCATED AT 410 W FRANKLIN AVE.	
c.	ORDINANCE NO. 3603: AN ORDINANCE REPEALING AND REPLACING SECTION 7, "GOVERNMENT AND EDUCATIONAL ACCESS; EMERGENCY ALERT," OF STILLWATER ORDINANCE NO. 3489 WHICH GRANTED A NON-EXCLUSIVE PERMIT TO CLARITY TELECOM, LLC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY	CC-26-71

Second Read

a.	ORDINANCE NO. 3595: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 3020 N. JARDOT ROAD FROM GENERAL INDUSTRIAL (IG) TO TWO FAMILY AND MULTI-FAMILY (RTM).
b.	ORDINANCE NO. 3596: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 3398 N. JARDOT ROAD FROM GENERAL INDUSTRIAL (IG) TO SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS).
c.	ORDINANCE NO. 3597: AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY-OWNED PROPERTY LOCATED AT 1224 N. HUSBAND ST. INCLUDING A BUILDING COMMONLY REFERRED TO AS THE CITY AUDITORIUM OR CITY GYM TO INDEPENDENT

	SCHOOL DISTRICT NUMBER 16 OF PAYNE COUNTY, OKLAHOMA; PROVIDING FOR CITIZEN INITIATED REFERENDUM OF SAID CONVEYANCE IN ACCORDANCE WITH SECTION 4-2 OF THE CITY CHARTER.
d.	ORDINANCE NO. 3599: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 3621 AND 3605 N. PROSPERITY LANE FROM GENERAL INDUSTRIAL (IG) TO COMMERCIAL SHOPPING (CS).
e.	ORDINANCE NO. 3600: AN ORDINANCE AMENDING CHAPTER 34 – PUBLIC ART PROGRAM OF THE STILLWATER CITY CODE BY AMENDING SECTION 34-5. STILLWATER PUBLIC ART COMMITTEE TO CLARIFY VOTING AND NON-VOTING MEMBERS AND TO ESTABLISH THAT FOUR VOTING MEMBERS SHALL CONSTITUTE A QUORUM; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.

11. Reports from Officers and Boards

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

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

12. Questions and Inquiries

13. Executive Session

a.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Manager Brady Moore.
b.	Confidential communications for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of City Attorney Kimberly Carnley.

14. Return from Executive Session

a.	No action will be taken on this item.
b.	No action will be taken on this item.

15. Adjourn

On April 17, 2026 at 9:30 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov

WHEREAS, the early years of a child’s life are critical to building the foundation for lifelong learning, responsible citizenship, and productive participation in our community; and,

WHEREAS, the children of Stillwater represent the promise of our future and deserve access to high-quality early childhood education, supportive families, and strong communities that nurture their growth and development; and

WHEREAS, teachers, caregivers, families, and early childhood professionals work diligently to provide safe, engaging, and enriching learning environments that help young children thrive socially, emotionally, and academically; and

WHEREAS, the Week of the Young Child is an annual celebration that recognizes the importance of early learning, honors those who care for and educate young children, and highlights the need to support programs that benefit children and families; and

WHEREAS, investing in early childhood education strengthens the entire community by promoting school readiness, encouraging family engagement, and fostering a culture that values children as our most important resource.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim April 2026, as Month of the Young Child in Stillwater, in recognition of the National Week of the Young Child, which was observed April 11-17, and encourage all residents to recognize the importance of early childhood education and to support the programs and professionals who work every day to ensure that young children have the opportunity to learn, grow, and succeed.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov

WHEREAS, Stillwater’s future depends on supporting the healthy development of the more than 7,000 children in our community; and,

WHEREAS, safe, stable, and nurturing relationships and environments are critical to healthy brain development and overall wellbeing, while adverse experiences can lead to long-term physical, mental, and social challenges; and

WHEREAS, child abuse and neglect have serious and lasting impacts on individuals and the broader community; and

WHEREAS, parents and caregivers who have social support systems, access to resources, and the ability to seek help when needed are more resilient and better able to provide safe and nurturing environments for their children; and

WHEREAS, a collaborative effort among residents, businesses, schools, and community organizations is essential to ensuring all children have the opportunity to thrive; and

WHEREAS, the City of Stillwater, Payne County Health Department, Resilient Payne County, Healthy Children Healthy Communities Coalition, Stillwater Public Schools, Early Childhood Coalition, Wings of Hope, Lions Meadows of Hope, and Saville Center will continue working together to raise awareness of child abuse prevention and promote positive parenting and family support systems.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim April 2026, as “Child Abuse Prevention Month,” and encourage residents to recognize that prevention begins with each of us.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED APRIL 2, 2026 AT 4:50 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
APRIL 6, 2026**

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

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS/PRESENTATIONS

- a. OSU Art Students, Chris Salmon Plaza Mural

Chief Public Affairs Officer Dawn Dodson introduced the OSU Art Students Chris Salmon Plaza Mural Art Project. Three OSU art students, Jake Warner, Paige Randall, and Cariana Villarreal created murals for Chris Salmon Plaza. All three murals were shown in a video, and each student narrated and described their art design.

4. CONSENT DOCKET

- a. Approve March 23, 2026 regular and executive session meeting minutes.
- b. Acceptance of an off-site sanitary sewer easement and right-of-way dedication for the Park Valley subdivision at W. 26th Avenue and S. Western Road.
- c. Acceptance of an off-site sanitary sewer easement for The Canyons, Section 6 at 5502 N. Perkins Road.
- d. Acceptance of an easement for waterline/water meters for Fern Street Cottages at 505 E. 18th Avenue.
- e. Award Bid #3-2026 to K2 Security Screening Group to provide TSA Equipment Relocation services and Systems Integration at the fixed fee of \$152,514.87; approve the City Manager to enter into agreement and to sign all related documents; and approve associated budget amendment.
- f. Approve Amendment 006K to the McFarland Architects Professional A/E Services Agreement for Stillwater Regional Airport TSA Integrator professional services.
- g. Approve Amendment No. 8 to the CMAR Agreement for the Stillwater Regional Airport Terminal and Improvements Project which includes a partial conversion to guaranteed maximum price in the amount of \$7,937 for the relevant portion of work identified as Project Work Package #8 (Baggage Handling System baggage carousel infill and association stud gauge change); approve CMAR, Lippert Brothers, Inc. to award Project Work Package #8 to a qualified vendor; and

authorize the City Manager to sign the Amendment and related exhibits Amended A-1 and C-8; and approve associated budget amendments.

- h. Approve Amendment No. 1 to Task Order No. 2 with Benham Design, LLC, for FY25 Pavement Management Program in the amount of \$122,355; authorize amendment total expenditures of \$134,590, which includes design, bidding, construction administration, and contingency (10%); authorize the City Manager to execute Amendment No. 1 to Task Order No. 2; and approve budget amendment in the amount of \$134,590 from the Transportation Sales Tax Fund.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO APPROVE THE CONSENT DOCKET AS PRESENTED.

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

- a. Receive public comment regarding a request for a Map Amendment to rezone property addressed as 3398 N. Jardot Road from General Industrial (IG) to Small Lot Single Family Residential (RSS).

Senior Planner Henry Bibelheimer presented the report. He stated that the applicant requests review and approval of a Map Amendment to rezone a parcel of land located at 3398 N. Jardot Road from General Industrial (IG) to Small Lot Single-Family (RSS). The property is approximately 36.92 acres and is currently vacant and unplatted. Mr. Bibelheimer reported that the subject property is one of two adjacent parcels where the owner is proposing a 57-acre residential development. The proposed development includes single family houses, duplexes, and townhouses.

Mayor Joyce opened the public hearing.

Caleb Smith, P.E., Civil Project Manager, Crafton Tull, spoke on behalf of the applicant and answered Council's questions.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval of the proposed Map Amendment as presented, with a 4-0 vote.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 3398 N. JARDOT ROAD.

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

- b. Receive public comment regarding a request for a Map Amendment to rezone property addressed as 3020 N. Jardot Road from General Industrial (IG) to Two-Family and Multi-Family District (RTM).

Senior Planner Henry Bibelheimer presented the report. He stated that the applicant requests review and approval of a Map Amendment to rezone a parcel of land located at 3020 N Jardot Road from General Industrial (IG) to Two-Family and Multi-Family District (RTM). The property is approximately 20.17 acres and is currently vacant and unplatted. Mr. Bibelheimer reported that the subject property is one of two parcels where the owner is proposing a 57-acre residential development. The proposed development includes single family houses, duplexes, and townhouses.

Mr. Bibelheimer answered Council's questions.

Mayor Joyce opened the public hearing.

Caleb Smith, P.E., Civil Project Manager, Crafton Tull, spoke on behalf of the applicant.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval of the proposed Map Amendment as presented, with a 4-0 vote.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 3020 N. JARDOT ROAD.

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

- c. Receive public comment regarding a Map Amendment to rezone properties addressed as 3621 and 3605 N. Prosperity Lane from General Industrial (IG) to Commercial Shopping (CS).

Senior Planner Henry Bibelheimer presented the report. He stated that the applicant requests review and approval of a Map Amendment to rezone the parcels located at 3621 and 3605 N. Prosperity Lane from General Industrial (IG) to Commercial Shopping (CS). The subject properties are proposed to be developed as an education facility. Educational Services is not an allowed use in the General Industrial (IG) zoning district, but is allowed by right in the Commercial Shopping (CS) zoning district.

Mayor Joyce opened the public hearing.

Doug Major, Meridian Technology Center Superintendent, spoke on behalf of Meridian Technology Center and the reason for rezoning this property.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval of the proposed Map Amendment as presented, with a 4-0 vote.

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR CLARK TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE PROPOSED MAP AMENDMENT FOR THE PROPERTY ADDRESSED AS 3621 AND 3605 N. PROSPERITY LANE.

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

8. ORDINANCES

a. First Reading

Ordinance No. 3595: An ordinance rezoning a tract of land located at 3020 N. Jardot Road from General Industrial (IG) to Two Family And Multi-Family (RTM).

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3595 TO SECOND READING AS PRESENTED.

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

Ordinance No. 3596: An ordinance rezoning a tract of land located at 3398 N. Jardot Road from General Industrial (IG) to Small Lot Single-Family Residential (RSS).

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3596 TO SECOND READING AS PRESENTED.

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

Mayor Joyce moved to item d. Ordinance No. 3599.

Ordinance No. 3597: An ordinance authorizing the Conveyance of City-Owned Property located at 1224 N. Husband St. including a building commonly referred to as the City Auditorium or City Gym to Independent School District Number 16 of Payne County, Oklahoma; providing for citizen initiated referendum of said Conveyance in accordance with Section 4-2 of the City Charter.

City Attorney Kimberly Carnley reported that in 1990 City Council approved transfer of this property and recently in connection with improvements, school administration discovered that a deed was never recorded to effectuate that transfer. This ordinance is corrective action that is needed so approval of this ordinance will authorize conveyance of the property and authorize the Mayor to authorize a quit claim deed that can be filed with the county. Ms. Carnley answered Council's questions.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3597 TO SECOND READING AS PRESENTED.

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

Ordinance No. 3599: An ordinance rezoning a tract of land located at 3621 and 3605 N. Prosperity Lane from General Industrial (IG) to Commercial Shopping (CS).

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADVANCE ORDINANCE NO. 3599 TO SECOND READING AS PRESENTED.

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

Mayor Joyce returned to Ordinance No. 3597.

Ordinance No. 3600: An ordinance amending Chapter 34 – Public Art Program of the Stillwater City Code by amending Section 34-5. Stillwater Public Art Committee to clarify voting and non-voting members and to establish that four voting members shall constitute a quorum; repealing all ordinances to the contrary; and providing for severability.

City Attorney Kimberly Carnley reported that this ordinance provides clarification as to the membership of the Stillwater Public Art Committee that there are voting and non-voting members and that it establishes a quorum at four.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3600 TO SECOND READING AS PRESENTED.

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

b. Second Reading

Ordinance No. 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

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADOPT ORIDNANCE NO. 3594 AS PRESENTED.

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

9. APPOINTMENTS

a. Stillwater Public Art Committee

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO APPOINT CRISTY MORRISON, SARA BROWN AND BARRY FUXA TO THREE-YEAR TERMS ON THE STILLWATER PUBLIC ART COMMITTEE THAT WILL EXPIRE APRIL 2029; APPOINT KIRSTEN OLDS AND VALERIE BLOODGOOD TO TWO-YEAR TERMS ON THE STILLWATER PUBLIC ART COMMITTEE THAT WILL EXPIRE APRIL 2028; AND APPOINT TIM HODGES AND KATIE BEAN TO ONE-YEAR TERMS ON THE STILLWATER PUBLIC ART COMMITTEE THAT WILL EXPIRE APRIL 2027.

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

10. REPORTS FROM OFFICERS AND BOARDS

- a. Miscellaneous items from the City Attorney: None.
- b. Miscellaneous items from the City Manager:
 - City Manager Brady Moore announced that the Oklahoma Transportation Commission approved a planned traffic change at US-177/Perkins Road and East Airport Road, which means that intersection will be getting a much-deserved upgrade. On April 7, the intersection will be intermittently narrowed to one lane from the hours of 12 a.m. to 7 a.m. This will allow workers to safely install rumble strips and stop signs, turning the intersection into a four-way stop. The City asks drivers to exercise caution in the area, and to join us in looking forward to this latest City improvement.
- c. Miscellaneous items from the City Council:

- Councilor Hardin invited residents to mark their calendars for the annual Household Hazardous Waste event on Saturday, April 25, from 8 a.m. to 1 p.m., at the Convenience Collection Center. This is an opportunity to dispose of oil-based paint, pesticides and herbicides, mixed fuels, and other hazardous materials, all at no cost. The Convenience Collection Center, located at 807 South Perkins Road, will also be open for usual business during this event.
- Councilor Clark announced that in commemoration of our nation's 250th birthday, the City is extending this year's Independence Day celebrations. Join staff on Thursday, July 2, at Block 34 for America's Birthday Party. Then come to Boomer Lake Park on Friday, July 3, for our beloved annual fireworks show. That leaves July 4 open for a full day of Saturday celebration with friends and family. Stillwater's 2026 Fourth of July plans promise to be bigger and better than ever. As a reminder, City Hall will be closed Monday, July 6, in observance of the holiday.
- Councilor Hawkins stated that it is exciting to welcome artists and visitors to Stillwater this week for STOKd, a premier music event that unites the City and OSU in celebration of our musical roots. Enjoy live performances across town all week, leading up to the return of The Boys from Oklahoma at Boone Pickens Stadium.
- Vice Mayor Dzialowski reported that April is Arts Month here in Stillwater, and there is no shortage of activities for residents to take part in. These include: Color the Block next Saturday, April 11, at Block 34, where visitors can help create a community mural; free admission to the OSU Museum of Art's Guild Hall exhibition, which features works by Andy Warhol and Jackson Pollock; the reveal of Chris Salmon Plaza's newest mural addition on April 24; and the Stillwater Arts Festival at the Prairie Arts Center, April 17 and 18.
- Mayor Joyce expressed congratulations to Stillwater Electric Utility for earning the American Public Power Association's Award of Excellence for safe operating practices. Each year, APPA recognizes utilities across the nation that have low incident rates and outstanding safety programs and culture. Stillwater was granted diamond status, the highest award given by APPA. Stillwater was one of just 39 utilities given diamond status in their category, which is classified as 110,000 to 249,999 worker-hours of exposure.
- Mayor Joyce wished luck to the four NASA astronauts that are currently circling the moon. They are farther from the Earth than any human being has been before.
 - i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE APRIL 6, 2026 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The April 6, 2026 regular meeting of the Stillwater City Council adjourned at 6:15 p.m.

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: 04/07/2026

Department: Finance

Requested by: Seth Hughes

Explanation: Revenue:
 Increase revenue to reflect reimbursements received for the Home Buyer Assistance program.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	HBA Program/Reimbursements	2050000 - 48702	\$ 15,150	\$ 5,050	\$ 20,200
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 5,050

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *[Signature]* _____

Date: 4/7/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 04/07/2026

Department: Finance

Requested by: Seth Hughes

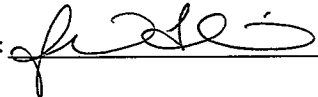
Explanation: Expenditure:
 Appropriate funds from Home Buyer Assistance Program/Reimbursements to 1st Time Home Buyer Assistance program for additional applications received in FY26.

Account Name	Account Number (xxxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount	
Increase:	1st Time Stillwa / Home Buyer Assis	2050000 - 53119	21DS03205	\$ 60,506	\$ 5,050	\$ 65,556
	-					\$ 0
	-					\$ 0
	-					\$ 0
	-					\$ 0
Decrease:	-					\$ 0
	-					\$ 0
	-					\$ 0
	-					\$ 0
	-					\$ 0

Net Change: (will usually result in a total increase or decrease) \$ 5,050

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 4/7/2026

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: 04/14/2026

Department: Finance

Requested by: Jared Thulin

Explanation: Expenditures:
 To utilize unused funds from the Minimum Revenue Guarantee with American Airlines and General Fund Contingency funds for a transfer out of undedicated sales tax from the General Fund to TIF #1.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: General Fund/Transfer Out	1010000 - 71000		\$ 3,348,750	\$ 280,461	\$ 3,629,211
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease: General Govt/Licenses & Fees	1011020 - 53053		\$ 2,399,666	(\$ 175,644)	\$ 2,224,022
General Govt/Contingency	1011020 - 53067		\$ 127,126	(\$ 104,817)	\$ 22,309
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 0

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *[Signature]*

Date: 4/14/2026

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: 04/09/2026

Department: Finance

Requested by: Jared Thulin

Explanation:

Revenue:
 Increase revenue projections to account for increased sales and use tax collections.


	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Sales Tax - GF	1010000 - 41000		\$ 30,000,000	\$ 3,000,000	\$ 33,000,000
	Use Tax	1010000 - 41002		\$ 4,600,000	\$ 1,500,000	\$ 6,100,000
	Sales Tax - Transportation	2600000 - 41000		\$ 10,000,000	\$ 1,000,000	\$ 11,000,000
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 5,500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 4/10/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 04/09/2026

Department: Finance

Requested by: Jared Thulin

Explanation: Expenditure:
 Increase transfers-out from General Fund to SUA for the dedicated portion of the increase in sales tax projections and from General Fund to the City Capital Fund for the remaining increase in sales and use tax projections.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Transfer Out - SUA	1010000 - 71003		\$ 10,000,000	\$ 1,000,000	\$ 11,000,000
Transfer Out - City Capital Fund	1010000 - 71000		\$ 3,348,750	\$ 3,500,000	\$ 6,848,750
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 4,500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *Jared Thulin*

Date: 4/10/2026

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: 04/09/2026

Department: Finance

Requested by: Jared Thulin

Explanation: Revenue:
 Increase transfers-in from General Fund to City Capital Fund for the increase in sales and use tax projections.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: Transfer In	1050000 - 61000		\$ 244,781	\$ 3,500,000	\$ 3,744,781
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 3,500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *[Signature]*

Date: 4/10/2026

Approved by CMO: _____

Date: _____

Approved by City Council: Yes No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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**PAYNE COUNTY - CITY OF STILLWATER
JAIL SERVICES AGREEMENT**

This Jail Services Agreement, made and entered into as of this ____ day of April, 2026, by and between the City of Stillwater, Oklahoma, a Municipal Corporation (hereinafter referred to as the "City"), the Board of County Commissioners of Payne County, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the "County"), and the Sheriff of Payne County, State of Oklahoma (hereinafter referred to as "County Sheriff").

WITNESSETH:

WHEREAS, the County Sheriff maintains a jail facility in Payne County, Oklahoma; and

WHEREAS, the City of Stillwater is closing the city jail in order to improve operational efficiency, reduce duplication of services, and leverage existing county resources; and

WHEREAS, the County jail facility (herein referred to as the "County Jail") is located in the City of Stillwater and has sufficient capacity to accommodate the City's level of usage; and

WHEREAS, this Agreement is made pursuant to the provisions of 74 O.S. § 195 and § 1008, and the County Jail shall meet standards set forth in 74 O.S. § 192 and all constitutional rights as provided for under State and Federal Constitutions; and

WHEREAS, the County Sheriff or his designee shall have charge of the jail; and

WHEREAS, 19 O.S. § 180.43 contemplates that expenses for the feeding, care, housing, and upkeep of City prisoners are to be paid from City of Stillwater funds received pursuant to this Agreement.

NOW THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal

- A. The term of this Agreement shall commence on July 1, 2026, at 12:01 a.m., and terminate at midnight on June 30, 2027, unless the parties agree in writing to a different starting time and date. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed between the City, County, and County Sheriff for ten (10) successive one-year terms, each to begin at 12:01 a.m., on July 1st and to terminate at midnight on the 30th of June of the following calendar year. The terms of each succeeding contract shall be the same as the previous contract, except as to compensation or other terms agreed to by the parties. The County and City shall agree upon the compensation payable to the County for the next renewal period no later than February 15 of the preceding fiscal year. Compensation may be increased or decreased

as follows:

1. on a percentage basis, based upon the most recent percentage of change in the Consumer Price Index for all Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics; and/or
2. not more than ten percent (10%) per contract year, as defined herein, upon the County showing proof of additional costs not covered by the CPI-U related to the housing, securing, feeding and care of prisoners; and/or
3. based on costs related to changes in federal or state law mandating a change in conditions of custody. Any change during the contract term must be done by written amendment as required by the provisions of this Agreement.
4. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval by all parties within the fiscal year from which funds are to be paid.
5. Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivision of the State of Oklahoma pursuant to Article X, § 26 of the Oklahoma Constitution. Furthermore, this Agreement shall not in any way bind any party beyond the current fiscal year.

2. No separate legal entity.

No separate legal entity or organization shall be deemed created by virtue of this Agreement.

3. Definitions.

A. A *City prisoner* shall be defined as any prisoner incarcerated in the County Jail solely on City of Stillwater municipal charges, solely on City of Stillwater municipal convictions and/or any other person that is otherwise held solely at the request of the City police.

B. A *Hold for State prisoner* shall be defined as a prisoner arrested by a City police officer with or without a warrant for any alleged violation of state law. Hold for State prisoners will become City prisoners when all state charges have been declined or disposed of and the prisoner is being held only for City of Stillwater municipal charge(s), or City of Stillwater municipal conviction(s).

4. Purpose.

The purpose of this Agreement is to provide for the incarceration of *City prisoners* and *Hold for State prisoners* within the County Jail, under the custody of County officials, and to otherwise coordinate booking and detention functions.

5. Financial Obligation of the City.

The financial obligations of the City under this Agreement shall be limited to Section 8, Compensation as set out below.

6. Termination.

A. This Agreement may be terminated by any Party for any reason, or for no reason, upon ninety (90) days' written notice to the other Parties.

B. This Agreement may be terminated by any Party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

C. In the event of any termination of this Agreement earlier than the 30th day of June, 2027, Compensation as set out below in Section 8, shall be reduced to account for the unexpired term as provided in Section 8. The City agrees to assert no property rights hereunder, except as specifically set out herein.

7. Inventory.

The City agrees to provide an inventory to the County of City property relocated to the County Jail, subject to revisions as necessary. The City expressly reserves any and all property rights, in any and all such City property in the County Jail, and all such property is subject to removal by the City upon the termination of this Agreement.

8. Compensation.

As compensation for the services set out below, the City agrees to pay the County Sheriff on a per prisoner per day basis, using a base rate of \$27.00, in consideration of which the County Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration of all City prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America. A day of incarceration shall be calculated on a 24-hour basis with a minimum of one (1) day charged for each person incarcerated.

When emergency transportation and admittance of a *City prisoner* into a medical facility outside the County Jail is required or necessary as set out in Section 9(E) of this Agreement, City agrees to pay costs incurred to the County Sheriff for transportation security or initial hospital watch for *City prisoners* up to an amount not-to-exceed Fifty Thousand Dollars (\$50,000), unless this amount is increased by written Amendment to this Agreement. The cost of the transportation shall be the actual mileage at the IRS standard mileage rate plus the cost of actual staff time at a rate of \$35.00 per hour. If the City fails to assume hospital watch within four (4) hours as required, the City shall pay staff time for hospital watch for additional time at a rate of \$55.00 per hour.

The County Sheriff agrees to prepare and submit to the City monthly statements no later

than the 15th of each month following the month of service on a claim form pursuant to statutory requirements. The City shall pay properly invoiced amounts within thirty (30) days of receipt.

9. Services.

In exchange for the above compensation, the County Sheriff agrees to provide a County Jail Facility that shall meet the standards set forth in 74 O.S. § 192 and all constitutional rights as provided by State and Federal Constitutions and provide the following services:

- A. The County Sheriff hereby assumes all detention and incarceration functions consistent with applicable laws for persons delivered to the County Jail who are *City prisoners* or *Hold for State prisoners*, as defined herein.
- B. The County Sheriff shall permit the law enforcement officers of the City and the City's agents, in the pursuance of official duties, as approved by the Chief of Police of the City and the County Sheriff, to enter the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process, including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time the City assumes responsibility and liability for such prisoners until the return of said prisoners to the County Jail.
- C. The County and County Sheriff shall allow the City's duly authorized agents access, at all times, to persons incarcerated pursuant solely to City ordinance violations, municipal convictions. The City assumes responsibility and liability for any and all prisoners upon their removal from the premises until such time as they are returned to the facility by the City.
- D. The County Sheriff further agrees to provide adequate working space for Stillwater Police Department officers to complete arrest reports. The County Sheriff agrees to provide a holding area for *City prisoners* awaiting booking.
- E. The County Sheriff agrees that when emergency transportation and admittance of a *City prisoner* into a medical facility outside the County Jail is required or necessary, the County Sheriff will call ambulance services to provide transportation for the *City prisoner* and will contact the Stillwater Police Department personnel for the security and hospital watch of such *City prisoner*. If County Sherrif must provide security related to transportation, or initial hospital watch, it is expected that Stillwater Police Department personnel will assume the duties of hospital watch within four (4) hours of being notified of the prisoner's admittance to the hospital and the City shall pay the County Sherrif for expenses directly related to transportation security or initial hospital watch of the *City prisoner*.
- F. The County Sherrif will comply with all Judicial Orders, including but not limited to the release of *City prisoners* with own recognizance bonds in the requisite amount of

time. County Sheriff shall release *City prisoners* within 10 hours of receipt of bond/discharge paperwork, or earlier if required by court order.

G. City shall be responsible for transportation of *City prisoners*

10. Custody.

- A. For the purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to the County Jail officers upon the City's presentation and the County's acceptance of the documentation required by County for booking of prisoners. For compensation purposes, the City's financial responsibility for *City prisoners* shall begin upon the presentation of the necessary documentation to book a prisoner into the County Jail.
- B. The County Sheriff agrees to accept and provide for the secure custody, care, and safekeeping of *City prisoners* and *Hold for State prisoners*, as defined herein.
- C. The County Sheriff shall coordinate with Municipal Judges of the City for the posting of bonds for those persons charged with violations of City ordinances. All fines/bonds will be posted with the Municipal Court Clerk or Designee. The City will be responsible for authorization of all own recognizance bonds on *City prisoners*.
- D. The County Sheriff agrees to release *City prisoners* within a reasonable time for notification or authorization to release.

11. Medical Care.

The City will not present and/or transport any prisoner who is in need of immediate health care to the County Jail; but rather, will take the prisoner to an approved emergency health care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the City Police Department supervisor on duty or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking in the County Jail. The County Sheriff reserves the right to reject any prisoner presented by the City if the County Sheriff or any Deputy County Sheriff determines that such prisoner is in need of immediate health care.

Once the prisoner is in the custody of the County Sheriff; the County Sheriff agrees to accept and provide for the secure custody, care, and safekeeping of *City prisoners* in accordance with the Federal and State standards and laws, City ordinances, or court orders applicable to the operation of the facility.

The County Sheriff agrees the compensation set out in Section 8, Compensation herein, includes providing *City prisoners* with the same level of medical care and services provided to County prisoners up to the medical health care cap in the County's contract with the medical health care provider. The County Sheriff agrees to provide transportation and

security for *Hold for State prisoners* requiring removal from the facility for emergency medical services. The County Sheriff shall also notify the designated contact person at the Stillwater Police Department when medical care is needed for a *City prisoner* at an outside medical care facility. The City shall provide transportation to and from medical facilities outside of the County Jail for any *City prisoner* by a law enforcement vehicle if the situation is not life-threatening and/or by other means, including, but not limited to, ambulance transportation, as the prisoner's medical condition requires. The City shall indemnify and save harmless the County and County Sheriff against any and all claims for loss, injury, or damage to any person as a result of the failure to transport a prisoner after notice of the need for medical care, as required by this paragraph.

12. Inspections.

The County Sheriff shall provide any and all inspection reports concerning the County Jail to the Chief of Police of the City or his designee, in a timely manner. This provision does not intend, suggest, or create any liability and/or indicate the City has or exerts any control of the County Jail Facility; but rather, is expressly intended solely to allow monitoring of *City prisoners* and jail standards.

13. Security.

City personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County's premise. Information belonging to the County or County Sheriff will be safeguarded by the City to the same extent as the City safeguards their information of like kind relating to its own operation, subject to disclosures required by law.

14. Transportation of City Prisoners.

The City hereby agrees to assume responsibility for the transportation of *City prisoners* to all municipal court appearances and shall hereby coordinate with Municipal Judge of the City for the posting of bonds for those persons charged with violations of City ordinances.

15. Severable Liability.

This Agreement shall not be construed as creating any agency or third-party beneficiary agreements in any form or manner whatsoever.

All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.* All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties.

16. Notices.

All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City, County, and County Sheriff at the

following addresses:

City: Teresa Kadavy, City Clerk
723 S. Lewis / PO Box 1449
Stillwater, OK 74076

County: Zach Cavett, Chairman
Board of Payne County Commissioners
315 W. 6th Ave., Suite 203
Stillwater, OK 74074

County Sheriff: Sheriff Joe Harper
606 S. Husband St., Room 106
Stillwater, OK 74074

17. Fiscal Limitations.

The obligation of Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma.

18. Non-Assignable.

This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

19. Severable.

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

20. Laws and Regulations.

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of 74 O.S. § 192, pertaining to minimum standards for jails shall specifically apply.

21. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

22. Amendments.

Any amendments to this Agreement must be in writing and approved by the parties.

23. Complete Agreement.

This Agreement is the complete agreement of the Parties regarding matters addressed

herein. No oral agreements or representations shall be considered binding on the Parties.

IN WITNESS HEREOF, the Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

PAYNE COUNTY, OKLAHOMA

Commissioner Zach Cavett
Chairman, Payne County Commissioners

ATTEST:
(seal)

Glenna Craig, County Clerk

PAYNE COUNTY SHERIFF

Joe Harper, County Sheriff

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

William H. Joyce, Mayor

ATTEST:
(seal)

Teresa Kadavy, City Clerk

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	4.f. CC-26-60
Previous/Related Action:	April 7, 2026 Planning Commission Report
Background/Issue:	<p>The development is generally located one-quarter mile east of South Western Road, and immediately south of 26th Avenue. The Park Valley Addition Preliminary Plat was approved by Planning Commission on August 15th, 2023, with a 5-0 vote, and it proposed to subdivide 79.55 acres into 301 residential lots and eight (8) outlots. The final plats for Sections 1 and 3 have been approved and filed.</p> <p>The Park Valley Addition, Section 2 final plat consist of 30.36 acres and will create 93 single family lots and four (4) outlots. The public improvements are complete, and are proposed to be accepted concurrently with the final plat.</p> <p>The property is zoned Small Lot Single-Family Residential (RSS), and the final plat meets all the requirements of the RSS zoning district.</p>
Proposal/Solution:	On April 7, 2026 Planning Commission voted 4-0 to recommend approval of the Final Plat for Park Valley Section 2 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 Park Valley Addition, Section 2.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Park Valley, Sec 2 Final Plat 03.10.2026
2. 04.07.2026 PC Minutes

FINAL PLAT
PARK VALLEY ADDITION SECTION 2
A PART OF THE S.W. 1/4, SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA

COUNTY TREASURER'S CERTIFICATE

I, Lee Denney, hereby certify that I am the duly elected and acting County Treasurer of Payne County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20__ and all prior years on the land shown on the annexed plat of PARK VALLEY ADDITION SECTION 2, an addition to the City of Stillwater, Payne County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Stillwater, Oklahoma on this ____ day of _____, 20__.

 COUNTY TREASURER, Lee Denney

LICENSED LAND SURVEYOR

I, Troy Dee, do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of PARK VALLEY ADDITION SECTION 2, an addition to the City of Stillwater, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the ____ day of _____, 20__, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 SECTION 61-10B of the Oklahoma State Statutes.

GOLDEN LAND SURVEYING, P.L.L.C.
 920 N.W. 139th St. Parkway
 Oklahoma City, OK, 73160
 PHONE: (405) 802-7883

 Troy Dee, LICENSED LAND SURVEYOR No. 1745
 OKLAHOMA CERTIFICATE OF AUTHORIZATION No. 2263 EXPIRES June 30, 2027

STATE OF OKLAHOMA s.s.
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 20__, personally appeared Troy Dee 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 therein set forth.

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

My Commission Expires: _____

 NOTARY PUBLIC

OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, IH DEVELOPMENT, L.L.C., an Oklahoma Limited Liability Company and IDEAL HOMES of NORMAN, L.P., an Oklahoma Limited Partnership, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of PARK VALLEY ADDITION SECTION 2 a subdivision of a part of the S.W. 1/4, Section 27, T19N, R2E, I.M., of the Indian Meridian to Stillwater, Payne County, Oklahoma, and have caused the said premises to be surveyed and plotted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of PARK VALLEY ADDITION SECTION 2, IH DEVELOPMENT, L.L.C. and IDEAL HOMES of NORMAN, L.P., dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstracter's Certificate.

In Witness Whereof the undersigned have caused this instrument to be executed this ____ day of _____, 20__.

 IH DEVELOPMENT, L.L.C.
 an Oklahoma Limited Liability Company

 IDEAL HOMES of NORMAN, L.P.,
 an Oklahoma Limited Partnership

 Member

 General Partner

STATE OF OKLAHOMA s.s.
COUNTY OF PAYNE

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20__ personally appeared _____ as Member of IH DEVELOPMENT, L.L.C., _____ as General Partner of IDEAL HOMES of NORMAN, L.P., to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of IH DEVELOPMENT, L.L.C., and IDEAL HOMES of NORMAN, for the uses and purposes therein set forth.

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

My Commission Expires: _____

 NOTARY PUBLIC

CERTIFICATE OF APPROVAL

I, _____, Chairman of the Planning Commission of the City of Stillwater, Oklahoma, hereby certify that the said Planning Commission approved the final plat of PARK VALLEY ADDITION SECTION 2, Stillwater, Oklahoma, this ____ day of _____, 20__.

 CHAIRMAN,

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Stillwater, Oklahoma that the dedications shown on the annexed plat of PARK VALLEY ADDITION SECTION 2, Stillwater, Oklahoma are hereby accepted.
 Signed by the Mayor of the City of Stillwater, Oklahoma this ____ day of _____, 20__.

ATTEST: _____

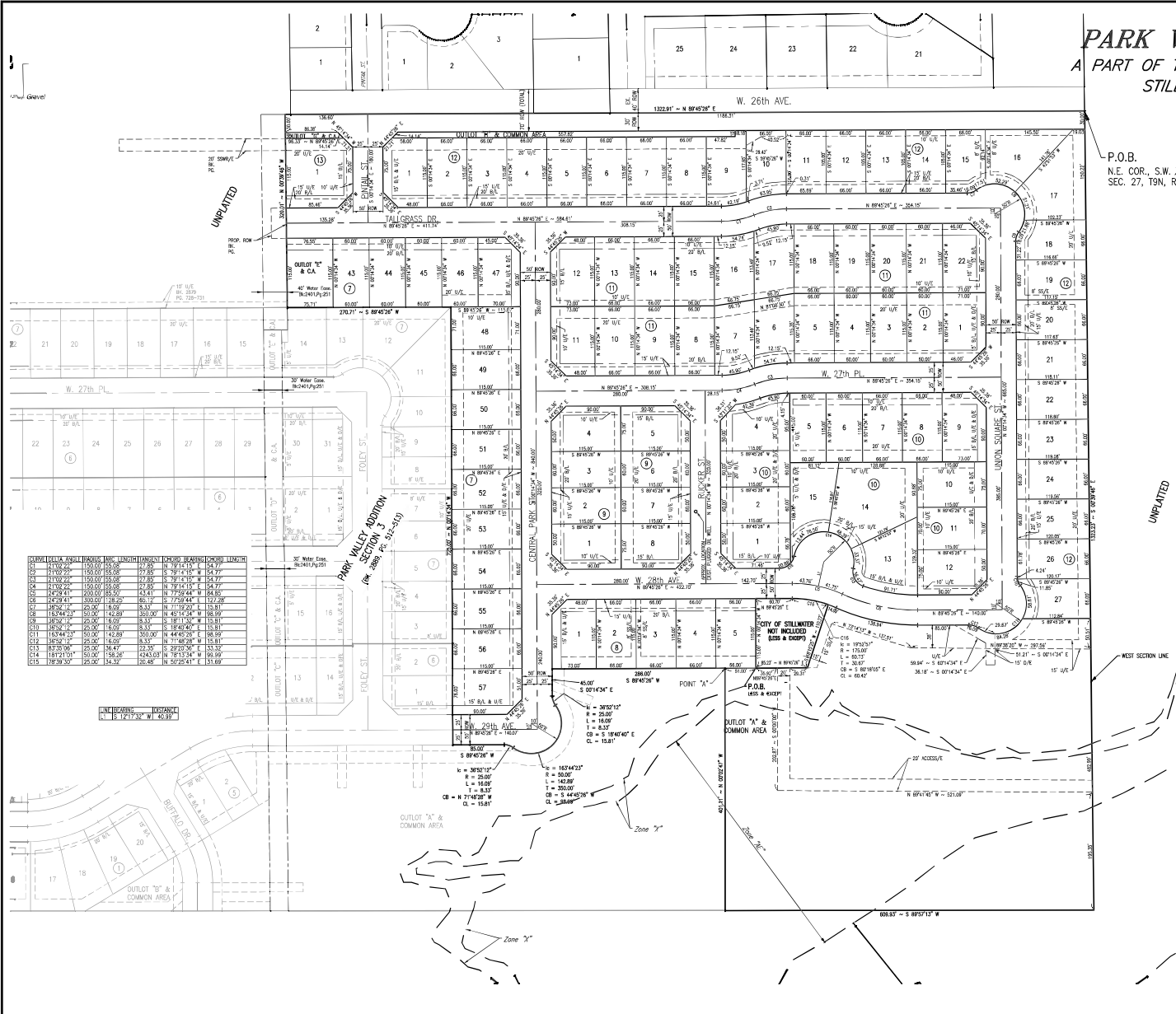
 CITY CLERK, MAYOR,



LOCATION MAP
 SCALE 1" = 200'

Date: March 10, 2026
 SMC Consulting Engineers, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 Ph.: (405) 232-7715
 Oklahoma GA #464 Exp. 6/30/2027
 PARK VALLEY ADDITION SECTION 2
 FINAL PLAT
 SHEET 1 OF 2

FINAL PLAT
PARK VALLEY ADDITION SECTION 2
 A PART OF THE S.W. 1/4, SECTION 27, T19N, R2E, I.M.
 STILLWATER, PAYNE COUNTY, OKLAHOMA



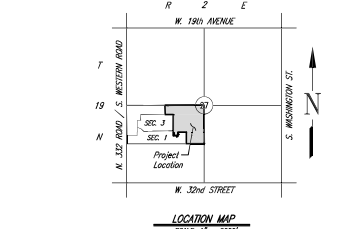
P.O.B.
 N.E. COR., S.W. 1/4,
 SEC. 27, T9N, R2E, I.M.

NOTES:
 1. SET 1/2" IRON PINS WITH CA #7263 AT ALL PROPERTY CORNERS.
 2. TYPE OF CENTERLINE MONUMENTS SHALL BE AS FOLLOWS: MAG NAILS WITH SKINNER FOR ASPHALT AND A CUT "X" FOR CONCRETE.
 3. EASEMENTS SHOWN HEREON BY SPECIFIC RECORDING INFORMATION, OR LYING OUTSIDE THE LIMITS OF THE AREA BEING PLATTED ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT DEDICATED PURSUANT TO THIS FINAL PLAT.
 4. THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
 5. THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.
 6. COMMON AREA WILL BE OWNED AND MAINTAINED BY MANDATORY HOME OWNERS ASSOCIATION.

SCALE: 1" = 80'
 TOTAL LOTS = 93

LESS & EXCEPT:
 COMMENCING AT SAID POINT "A", THENCE THENCE NORTH 89°45'26" EAST A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING;
 THENCE NORTH 07°14'34" WEST A DISTANCE OF 115.00 FEET; THENCE NORTH 89°45'26" EAST A DISTANCE OF 80.70 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET (SOLID CURVE SUBTENDED BY A CHORD WHICH BEARS SOUTH 80°18'05" EAST, A DISTANCE OF 60.42 FEET) AND AN ARC LENGTH OF 80.73 FEET; THENCE SOUTH 15°15'25" WEST A DISTANCE OF 110.27 FEET; THENCE SOUTH 89°45'26" WEST A DISTANCE OF 85.23 FEET TO THE POINT OF BEGINNING.
 Solid tract contains 0.27 acres, more or less.
 Total of said tract of land is 30.09 acres, more or less.

LEGAL DESCRIPTION:
 A tract of land being a part of the Southwest Quarter (S.W. 1/4), Section Twenty-Seven (27), Township Nineteen North (19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:
 BEGINNING at the Northeast corner of said S.W. 1/4;
 THENCE South 00°39'46" East along the East line of said S.W. 1/4 a distance of 1322.33 feet; THENCE South 89°57'13" West a distance of 809.93 feet; THENCE North 00°02'47" West a distance of 401.11 feet to POINT "A"; THENCE South 89°45'26" West a distance of 286.00 feet; THENCE South 00°14'34" East a distance of 45.00 feet to a point of curvature; THENCE around a curve to the left having a radius of 25.00 feet (solid curve subtended by a chord which bears South 44°45'26" West, a distance of 88.59 feet) and an arc length of 142.89 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 50.00 feet (solid curve subtended by a chord which bears South 44°45'26" West, a distance of 88.59 feet) and an arc length of 142.89 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 25.00 feet (solid curve subtended by a chord which bears North 71°42'28" West, a distance of 15.81 feet) and an arc length of 16.09 feet; THENCE South 89°45'26" West a distance of 85.00 feet; THENCE North 00°14'34" West a distance of 270.71 feet; THENCE South 89°45'26" West a distance of 320.01 feet; THENCE North 89°45'26" East a distance of 1322.81 feet to the POINT OF BEGINNING.
 Solid tract contains 30.36 acres, more or less.



LEGEND

R.O.W.	RIGHT OF WAY
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
SSW/E	SANITARY SEWER EASEMENT
P/E	PRIVATE EASEMENT
E/E	ELECTRIC EASEMENT
B/L	BUILDING SETBACK LINE
-1000-	ADDRESSES

Date: March 10, 2026
 SMC Consulting Engineers, P.C.
 815 W. Main Street
 Oklahoma City, OK 73105
 Ph.: (405) 232-7715
 Oklahoma CA #464 Exp. 6/30/2027

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF APRIL 7TH, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED April 3RD, 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
Alexandria Holle-Maged, Administrative Assistant

MEMBERS ABSENT

Riley Williams, Vice Chair

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 (SUB22-04) named The Canyons, Sixth Section in the Small Lot Single-Family Residential (RSS) zoning district on a portion of land addressed as 5502 N. Perkins Road.

Mr. Henry Bibelheimer, Sr. Planner presents the staff report.

There are no questions from the commission. Chair Phillips invited staff to present findings and alternatives.

Mr. Bibelheimer presents findings and alternatives.

Findings:

1. The proposed final plat meets all subdivision and zoning requirements
2. The proposed final plat contains 60 residential lots
3. Envision Stillwater 2045 recommends low density residential uses at this location
4. The proposed density is in alignment with RSS zoning requirements

Alternatives:

1. Accept findings and approve the proposed final plat as presented.
2. Reject findings and deny the proposed final plat as presented.
3. Find that additional information or discussion is needed prior to making a decision and table the request to a certain date noting that action must be taken within 60 days of the public hearing.

Staff recommends to approve the Final Plat for The Canyons, Sixth Section as presented.

Commissioner Prather Moves to approve the Final Plat as presented. Commissioner Peters seconds.

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

Time: 3 minutes

- b. Consider request for a Final Plat (SUB22-13) named Park Valley Addition, Section 2 in the Small Lot Single-Family Residential (RSS) zoning district on a portion of property addressed as 1823 W. 26th Avenue.

Mr. Henry Bibelheimer, Sr. Planner presents the staff report.

Commissioner Shanahan as inquires as to where points of ingress and regress are.

Mr. Bibelheimer shows the entrance along Western Rd. and the egress that connects to Park Valley section 3.

Commissioner Shanahan inquires on the plans for future improvements along Western.

David Barth, Development Services Director, provided an update on the city’s medium to long-term strategies.

To address the impacts of Frye Farms and Park Valley, the city has implemented the following:

- Traffic Impact Analysis: A study conducted by the applicant triggered requirements for improvements, including turn lanes and deceleration lanes on Western Avenue to facilitate entry into the new developments.
- Intersection Adjustments: A four-way stop was installed at 26th and Western to assist residents moving east-west. Barr noted that current and projected traffic volumes do not yet warrant a full traffic signal at this location.
- Consultant Review: The city’s engineering transportation group is currently working with a consultant to evaluate capacity enhancements along Western Avenue and 26th Street, specifically looking at the corridor extending east to Washington Street.

Mr. Barth also shared that when the final plat is presented to the City Council, staff intends to propose a development agreement. Under this agreement:

- Instead of the developer constructing a specific right-turn lane on 26th Street—which was deemed to have minimal public benefit—the developer would provide a financial deposit to the city.
- These funds would be earmarked for larger capital projects with greater regional impact, such as improvements to the intersections at 26th and Western or 19th and Western, or the general reconstruction of 26th Street.

Commissioner Shanahan raised specific concerns regarding gridlock on Western Avenue between 12th and 6th Streets.

Mr. Barth stated that although there is currently no active plan to increase capacity in that specific stretch due to the limited right-of-way and the proximity of existing real estate to the roadway the issue could be raised with the Technical Advisory Committee (TAC) and stated they would follow up with the engineering department to confirm if any additional studies are underway for that area.

There are no more questions from the commission. Chair Phillips invited staff to present findings and alternatives.

Mr. Bibelheimer presents findings and alternatives.

Findings:

1. The proposed final plat meets the subdivision and zoning requirements
2. The proposed final plat contains 93 residential lots
3. The proposed density is within the RSS zoning requirements
4. Envision Stillwater 2045 recommends low density residential uses at this location

Alternatives:

1. Accept findings and approve the proposed final plat as presented.
2. Reject findings and deny the proposed final plat as presented.
3. Find that additional information or discussion is needed prior to making a decision and table the request to a certain date noting that action must be taken within 60 days of the public hearing.

Staff recommends to approve the Final Plat for Park Valley Addition Section 2 as presented.

Commissioner Peters move to approve the Final Plat as presented Commissioner Prather seconds.

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

Time: 9 minutes

3. PUBLIC HEARING

- a. Receive public comment regarding an application for a Short Term Rental (STR-0236) from Mojoe Stillwater Enterprises, LLC, David & Stacy Cole for a property addressed as 1618 W. Admiral Avenue in the Small Lot Single-Family Residential (RSS) zoning district.

Mr. Henry Bibelheimer, Sr. Planner presents the staff report.

Commissioner Prather comments that he was not aware that they only heard Short Term Rental Hearings if there was an objection received.

Chair Phillips invites the applicant up to present.

David Cole, 2212 W Vicksburg St. Broken Arrow Ok.

- Wanting to convert a property he has owned since 2015 from a long-term rental into a short-term rental (STR). This would be his third STR property overall and his second in Stillwater, following a previously approved application on Redwood Street in late 2024.
- Plans to do renovations to the property including interior updates and significant exterior work, such as concrete improvements, painting, rebuilding the porch, and landscaping the backyard.
- The property will be marketed via Evolve, while a local host and maintenance manager—who resides in Stillwater—will be available 24/7 with a 10-minute response time.
- A professional cleaning service will be employed to clean both the interior and exterior of the property after every guest stay.
- A camera will be installed on the front porch to monitor foot traffic and parking.
- Rentals require a two-day minimum stay and a minimum guest age of 25.
- Large gatherings, parties, smoking, and pets are strictly prohibited.
- The house will accommodate 6 to 8 guests (utilizing two king beds downstairs and a flexible loft space upstairs).
- While the driveway can accommodate four vehicles, the listing will limit guests to a maximum of three vehicles.
- 100% of bookings were families, primarily parents visiting children for university sporting events.
- Most stays are limited to Friday and Saturday nights with an average of four guests per booking. The applicant noted that the low occupancy rate resulted in zero parking issues for the neighborhood.

Commissioner Prather inquired what motivated the applicant to switch from long to short term rental.

Mr. Cole shared:

- The current property maintained a 17% occupancy rate, remaining vacant for 305 days of the year.
 - Reduced occupancy results in significantly less wear and tear compared to long-term tenants, while providing higher margins to fund property improvements.
- There are tax benefits as STRs allow for accelerated depreciation of the property.
- Reported earning approximately \$2,000 more annually through STR vs. long-term rental, even with the property sitting vacant 83% of the time.

Chair Phillips noted one written objection from a neighbor concerned about the potential for a "party house." The Commissioners observed that the applicant's prepared materials and strict rental policies—specifically the age requirements and management presence—effectively addressed those concerns.

Chair Phillips opens the public hearing and asks if anyone would like to speak in favor of the item; seeing none she asks if anyone would like to speak in opposition; seeing none she closes the public hearing.

Chair Phillips invited staff to present alternatives.

Mr. Bibelheimer presents alternatives.

Alternatives:

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

Commissioner Peters move to approve the Short Term Rental as presented. Commissioner Prather seconds.

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

Time: 12 minutes

4. MEETING SUMMARY FOR REVIEW AND POSSIBLE ACTION.

- a. Regular meeting summary of March 24th, 2026.

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

Commissioner Peters moves to approve the minutes as presented. Commissioner Shanahan seconds.

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

Time: 1 minute

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

- a. Next Regular Meeting is April 21st, 2026.

5. ADJOURN

ADJOURNMENT. This regular meeting of the Stillwater Planning Commission was called for adjournment by Commissioner Shanahan, seconded by Commissioner Peters at approximately 5:56 p.m. on April 7th, 2026. The next regularly scheduled meeting will be held Tuesday, April 21st, 2026, at 5:30 p.m. in the City Commission Hearing Room, Municipal Building, 723 South Lewis Street.

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

Approved by - _____
Stillwater Planning Commission

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	4.g. CC-26-61
Previous/Related Action:	
Background/Issue:	<ul style="list-style-type: none">• Hawk Development Holdings, LLC. owns property addressed as 1924 E McElroy Road. Thana M. & Fahtima B. Alusi own property at 2002 E McElroy Road.• These two lots were recently part of a minor subdivision and will be redeveloped with single-family housing.• Request is to accept the dedication of 7 feet of right-of-way (ROW) on the south side of the properties, along the East McElroy Road frontage to meet the 80 feet ROW requirement along an arterial street.• Thana and Fahtima Alusi also request acceptance of a 10 foot General Utility Easement on the property addressed as 2002 E McElroy.• The general utility easement contains 572 square feet (.0131 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of the general utility easement and ROW dedication documents.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this ROW or general utility easement area.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to authorize the Mayor to execute the Deeds of Dedication for Permanent Right-of-Way and General Utility Easement.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Deed of Dedication Permanent Right Of Way Hawk Holdings, LLC
2. Deed of Dedication Permanent Right Of Way Alusi
3. General Utility Easement

DEED OF DEDICATION-PERMANENT RIGHT OF WAY
(Corporate Entity)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Hawk Development Holdings, LLC, a Wyoming Limited Liability Company, the owner of the legal and equitable title to the following described real estate situated in the City of Stillwater, Payne County, Oklahoma, to wit:

THE WEST 120 FEET OF THE SOUTH 300 FEET OF LOT THREE (3), AND THE EAST 10 FEET OF THE SOUTH 300 FEET OF LOT FOUR (4), BLOCK ONE (1), MCNEFF ACRES, A SUBDIVISION OF THE SOUTH SIXTY (60) RODS OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, IN PAYNE COUNTY, STATE OF OKLAHOMA.

for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Stillwater, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the City of Stillwater for the benefit of the public, forever, the following described property, to wit:

THE SOUTH 7.00 FEET OF THE WEST 120.00 FEET OF THE SOUTH 300.00 FEET OF LOT THREE (3), AND THE SOUTH 7.00 FEET OF THE EAST 10.00 FEET OF THE SOUTH 300.00 FEET OF LOT FOUR (4), BLOCK ONE (1) MCNEFF ACRES, A SUBDIVISION OF THE SOUTH SIXTY (60) RODS OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, IN PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

together with all the improvements thereon and appurtenances there-unto belonging.

TO HAVE TO HOLD such property unto the City of Stillwater, its successors and assigns, forever.

Return To:

Gose & Associates
113 East 8th Avenue
Stillwater, OK 74074

ROW Dedication- Tract 1 – 1924 East McElroy Road

F:\00Gose\1394.01\Applications\Minor Sub\20260303-Rev1\Bartley\001-ROWDedication-Tract1 - jwb.docx

1 of 2

DATED this 26th day of March 2026.

Hawk Development Holdings, LLC
a Wyoming Limited Liability Company

By [Signature]
Safealden Alusi, Manager

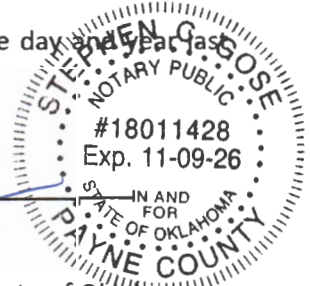
State of Oklahoma)
) ss.
County of Payne)

Before me, the undersigned Notary Public, in and for said County and State, on this 26th day of March, 2026, personally appeared Safealden Alusi, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as the Manager of Hawk Development Holdings, LLC, and as the free and voluntary act and deed of such entity for the uses and purposes therein set forth.

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

My Commission Expires: 11/09/2026

[Signature]
Notary Public



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

Mayor

(SEAL)
Attest:

Approved as to form and legality:

City Clerk

City Attorney

DEED OF DEDICATION-PERMANENT RIGHT OF WAY
(Married Couple)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thana Mahmud Alusi and Fahtima Barbra Alusi, a married couple, the owners of the legal and equitable title to the following described real estate situated in the City of Stillwater, Payne County, Oklahoma, to wit:

LOT TWO (2) IN BLOCK ONE (1), MCNEFF ACRES, A SUBDIVISION OF THE SOUTH SIXTY (60) RODS OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, IN PAYNE COUNTY, STATE OF OKLAHOMA

AND

THE EAST ONE HUNDRED FIFTEEN (115) FEET OF THE SOUTH THREE HUNDRED (300) FEET OF LOT THREE (3) IN BLOCK ONE (1), MCNEFF ACRES, A SUBDIVISION OF THE SOUTH SIXTY (60) RODS OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, IN PAYNE COUNTY, STATE OF OKLAHOMA.

for and in consideration of the sum of One Dollar, cash in hand, paid by the City of Stillwater, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the City of Stillwater for the benefit of the public, forever, the following described property, to wit:

THE SOUTH 7.00 FEET OF THE ABOVE REFERENCED TRACT

together with all the improvements thereon and appurtenances there-unto belonging.

TO HAVE TO HOLD such property unto the City of Stillwater, its successors and assigns, forever.

Return To:
Gose & Associates
113 East 8th Avenue
Stillwater, OK 74074

DATED this 26th day of March 2026.

[Signature]
Thana Mahmud Alusi

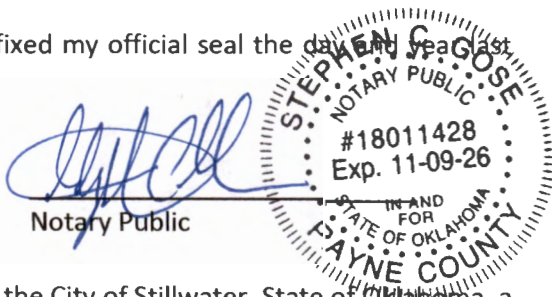
[Signature]
Fahtima Barbra Alusi

State of Oklahoma)
) ss.
County of PAONE)

Before me, the undersigned Notary Public, in and for said County and State, on this 26th day of March, 2026, personally appeared Thana Mahmud Alusi and Fahtima Barbra Alusi, a married couple, known to me to be the identical person(s) who executed the within and foregoing instrument in writing 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires: 11/09/2026



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

Mayor

(SEAL)
Attest:

Approved as to form and legality:

City Clerk

City Attorney

GENERAL UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Thana Mahmud Alusi and Fahtima Barbra Alusi**, a married couple, (hereinafter "the grantors") certify that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND THAT IS PART OF LOT THREE (3), BLOCK ONE (1), MCNEFF ACRES, A SUBDIVISION OF THE SOUTH SIXTY (60) RODS OF THE SOUTHEAST QUARTER (SE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWELVE (12), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, IN PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT TWO (2), BLOCK ONE (1), MCNEFF ACRES; THENCE SOUTH 89°39'09" WEST ALONG THE SOUTH LINE OF LOTS 2 AND 3 FOR 349.95 FEET TO A FOUND 3/4" PIPE AT THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN WARRANTY DEED, BOOK 2803, PAGE 722; THENCE NORTH 01°01'06" WEST ALONG THE EAST LINE OF SAID PROPERTY FOR 7.00 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND; THENCE SOUTH 89°39'09" WEST FOR 17.09 FEET; THENCE NORTH 00°20'51" WEST FOR 116.00 FEET; THENCE NORTH 89°39'09" EAST FOR 57.21 FEET; THENCE SOUTH 00°20'51" EAST FOR 116.00 FEET TO A POINT THAT IS 7.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 3; THENCE SOUTH 89°39'09" WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 3 FOR 40.12 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.


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 the grantors, 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 utility(ies) 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.

THE NORTH 10-FEET OF THE ABOVE REFERENCED TRACT

The easement contains 572 square feet or 0.0131 acres more or less and is subject to all recorded easements and rights of way thereof.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of March, 2026.



THANA MAHMUD ALUSI, GRANTOR



FAHTIMA BARBRA ALUSI, GRANTOR

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 26th day of March, 2026, personally appeared, Thana Mahmud Alusi and Fahtima Barbura Alusi, a married couple, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed 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: 11/09/2026
My Commission Number: 18011428

(SEAL)



REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	4.h. CC-26-62
Previous/Related Action:	
Background/Issue:	<ul style="list-style-type: none">• Build It, LLC. owns property at 424 W. 6th Avenue which was recently approved for a new Dunkin Donuts establishment.• This request is for acceptance of a sewer and electric easement to allow for relocation of sewer and electric utilities ahead of reconstruction of 6th Avenue.• The easement dedication consists of 2,290 square feet (.05 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of this sewer and electric easement.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this easement.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to authorize Mayor to execute the Sewer and Electric easement.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Sewer and Electric Easement

Return to:
113 E 8th Avenue
Stillwater, OK. 74074

SEWER AND ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Build IT, LLC, an Oklahoma LLC, (hereinafter "the grantor") 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:

ORIGINAL TOWN STILLWATER BLOCK B LOTS 13-14 & TR COLLEGE ADDITION BLOCK
26 LOTS 15-17 & 12.5 STRIP OF VACATED WEST STREET PER BK 2554 PG 166

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 the grantor, its heirs, successors, executors, administrators, and assigns does hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of a sanitary sewer and electric lines 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.

SOUTH 15 FEET OF THE ABOVE MENTIONED TRACT

The easement contains 2,290 square feet or 0.05 acres more or less and is subject to all recorded easements and rights of way thereof.

Except as herein granted, the grantor shall continue to have the full use and enjoyment of the properties herein granted or described for appropriate purposes. At no time shall the grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition and no building, structure or obstruction shall be located or constructed on said easement by the grantor, its successors or assigns, nor shall the grantor allow said easement to be encumbered in any way so that the City of Stillwater shall not be afforded access to said utility(ies) at any and all times. When the city constructs a sewer line within the subject easement, the City shall, at its sole expense, promptly restore any disturbed area to its pre-construction condition.

Geoffrey Beasley

Build IT, LLC, GRANTOR
BY: Geoffrey Beasley, Managing Member

STATE OF OKLAHOMA)
) ss.
COUNTY OF)

Before me, a Notary Public in and for said County and State on this 2 day of April, 2026, personally appeared, Geoffrey Beasley, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

Teresa H. Allen

NOTARY PUBLIC

My Commission Expires: 4-14-26
My Commission Number: 22005297

(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	4.i. CC-26-63
Previous/Related Action:	
Background/Issue:	<ul style="list-style-type: none">• Jacob & Kami Lyn Linneman own property at 1219 E 12th Avenue.• This request is for acceptance of an electric easement to allow City crews access to electric lines on the property.• The electric easement dedication consists of 3,375 square feet (.078 acres) more or less.
Proposal/Solution:	Staff recommends acceptance of the electric easement.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this easement.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to authorize the Mayor to execute the Electric easement.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Electric Easement

ELECTRIC EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, JACOB WILLIAM LINNEMAN and KAMI LYN LINNEMAN, husband and wife, certifies that they own and possess all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST, OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT 1734.75 FEET WEST OF THE NORTHEAST CORNER (NE/COR) OF THE SE/4 OF SAID SECTION 24, TOWNSHIP 19 NORTH, RANGE 2 EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, THENCE SOUTH 904 FEET, THENCE WEST 241 FEET; THENCE NORTH 904 FEET, THENCE EAST 241 FEET TO THE POINT OF BEGINNING.

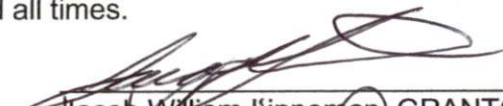
and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for he/she/them, his/her/their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of electric lines through, over, under, and across the portions of the above-described property dedicated on said recorded plat or instrument, for the purpose heretofore stated as follows:

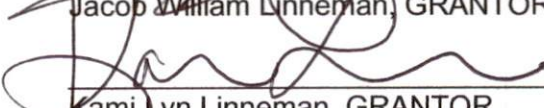
A STRIP OF LAND IN THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FOUR (24), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST, OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, SAID STRIP OF LAND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4); THENCE SOUTH 89°41'34" WEST ALONG THE NORTH LINE OF SAID SE/4 FOR 1764.75 FEET; THENCE SOUTH 00°36'51" EAST FOR 40.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND; THENCE CONTINUING SOUTH 00°36'51" EAST FOR 225.00 FEET; THENCE SOUTH 89°41'34" WEST FOR 15.00 FEET; THENCE NORTH 00°36'51" WEST FOR 225.00 FEET; THENCE NORTH 89°41'34" EAST FOR 15.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF LAND.

The easement contains 3,375 square feet or 0.078 acres, more or less and is subject to all recorded easements and rights of way thereof.

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

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



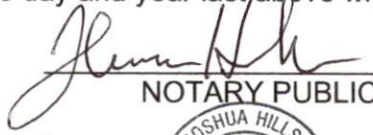
Jacob William Linneman, GRANTOR


Kami Lyn Linneman, GRANTOR

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 3 day of April, 2026, personally appeared, JACOB WILLIAM LINNEMAN and KAMI LYN LINNEMAN, husband and wife, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/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: 7-3-28
My Commission Number: 20007155
(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this _____ day of _____, 2025, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered electric easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

NORTHWEST CORNER
SE/4, SECTION 24
FND 3/4"IP

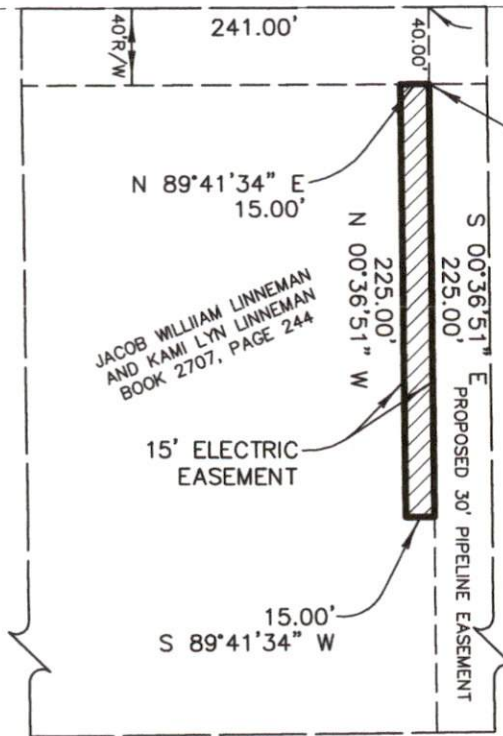
12th Ave.

(BASIS OF BEARING)
NORTH LINE SE/4
S 89°41'34" W
2644.47'

NORTHEAST CORNER
SE/4, SECTION 24
FND MAG NAIL
POINT OF COMMENCEMENT



Scale: 1"=100'



POINT OF BEGINNING

Notes

ABSTRACT OF TITLE OR ATTORNEY'S TITLE
OPINION NOT AVAILABLE TO SURVEYOR.

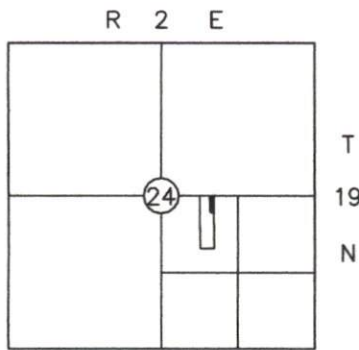
THE BEARINGS SHOWN HEREON ARE ASSUMED
WITH THE NORTH LINE OF THE SE/4 BEING S
89°41'34" W.

Legal Description

A STRIP OF LAND IN THE NORTHWEST QUARTER (NW/4) OF THE
SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-FOUR (24),
TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST, OF THE
INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, SAID STRIP
OF LAND BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST
QUARTER (SE/4); THENCE SOUTH 89°41'34" WEST ALONG THE NORTH
LINE OF SAID SE/4 FOR 1764.75 FEET; THENCE SOUTH 00°36'51"
EAST FOR 40.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF
LAND; THENCE CONTINUING SOUTH 00°36'51" EAST FOR 225.00 FEET;
THENCE SOUTH 89°41'34" WEST FOR 15.00 FEET; THENCE NORTH
00°36'51" WEST FOR 225.00 FEET; THENCE NORTH 89°41'34" EAST
FOR 15.00 FEET TO THE POINT OF BEGINNING OF SAID STRIP OF
LAND.
SAID STRIP OF LAND CONTAINS 3,375 SQ. FT. OR 0.078 ACRES, MORE
OR LESS.

**Electric
Easement Exhibit**

Part of the SE/4
Section 24, T-19-N, R-2-E
Payne County, Oklahoma



Location Map

Crossroads Survey Company, LLC

P.O. BOX 1772
CUSHING, OKLAHOMA 74023
PHONE: (918) 225-0345
C.A. NO. 6841 EXPIRES 6/30/2026

FILE: 1902.32	SURVEY BY:	DATE: 10/13/2025
ORDER: 2490	DRAWN BY: CKC	SCALE: 1"=100'
BOOK:	CHECKED BY: CKC	SHEET 1 OF 1



Agenda Item:

4.j. CC-26-64

Previous/Related Action:

Background/Issue:

- IH Development, LLC. and Ideal Homes of Norman, LP own property located on the southeast corner of West 26th Avenue and South Western Road.
- This request is for acceptance of water, sewer, paving, and storm sewer public improvements that [\[CG1\]](#) will serve the new Park Valley, Section 2 subdivision.
- Water improvements for a total of 4,567 linear feet (LF) and consist of the following:
 - 106 linear feet of 8" C900 PVC pipe;
 - 1,187 linear feet of 8" HDPE ;
 - 3,178 linear feet of 6" C900 PVC pipe;
 - 96 linear feet of 10" HDPE ; and
 - 8 fire hydrants.
- Sewer improvements for a total of 6,918.95 LF and consist of the following:
 - 5,895 total linear feet of 8" SDR 26 pipe;
 - 1,023.95 linear feet of 12" SDR 26 pipe; and
 - 43 manholes.
- Storm sewer improvements for a total of 2,043 LF and consist of the following:
 - 34 linear feet of 48" RCP pipe;
 - 295 linear feet of 42" RCP pipe;
 - 247 linear feet of 36" RCP pipe;
 - 487 linear feet of 30" RCP pipe;
 - 878 linear feet of 24" RCP pipe;
 - 72 linear feet of 18" RCP pipe;
 - 30 linear feet of 5x3 pipe; and
 - 8 manholes, 14 inlets, and 2 junction boxes.
- Total paving improvements consist of:
 - 758 linear feet of 4 ft. sidewalk;
 - 1,275 linear feet of 6 ft. sidewalk; and

- 15,185 square yards of 7-inch PC pavement

Proposal/Solution:	Staff recommends acceptance of all public improvements listed above.
Financial Source/Impact:	There is no additional financial impact from the acceptance of this public infrastructure.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the public improvements for Park Valley, Section 2 subdivision.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Storm Sewer Bond 2297324
2. Water Bond 2297323
3. Paving & Sidewalk Bond 2297325
4. Sewer Bond 2297322

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

**Subdivision Name: Park Valley Section 2
Plat Case Number:IMP-22-19**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Company, a corporate entity organized under the Laws of the State of Wisconsin and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of Five Hundred Ninety-Six Thousand Eight Hundred Eighty-Five Dollars and Zero Cents Dollars (\$ 596,885.00), 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):

Park Valley Section 2 - Storm

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 9th day of April 2026.

MK Excavation, LLC
Principal

By: Angus MacIntyre
Title Project Manager

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 9th day of April 2026.

West Bend Insurance Company
Surety

By: [Signature]
Attorney-in-Fact Barry Herring

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



(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of April, 2026, personally appeared Angus MacIntyre, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

Priscilla A. Hull
Notary Public





Bond No. 2297324

POWER OF ATTORNEY

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

Barry Herring, Neleigh Herring, Amy Winters

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

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

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

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

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

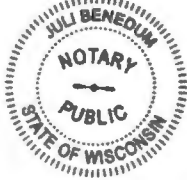
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 9th day of April, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Park Valley Section 2
Plat Case Number:IMP-22-19

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Company, a corporate entity organized under the Laws of the State of Wisconsin and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of Five Hundred Seventeen Thousand, Eight Hundred Four Dollars and Fifty Cents Dollars (\$517,804.50), 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):

Park Valley Section 2 - Water

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 9th day of April 2026.

MK Excavation, LLC
Principal

By: Angus MacIntyre
Title: Project Manager

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 9th day of April 2026.

West Bend Insurance Company
Surety

By: [Signature]
Attorney in Fact Barry Herring

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



(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of April, 2026, personally appeared Angus MacIntyre, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

Priscilla A. Hull
Notary Public





Bond No. 2297323

POWER OF ATTORNEY

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

Barry Herring, Neleigh Herring, Amy Winters

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

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

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

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

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

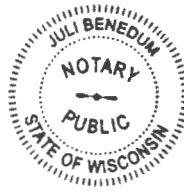
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 9th day of April, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Park Valley Section 2

Plat Case Number:IMP-22-19

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Company, a corporate entity organized under the Laws of the State of Wisconsin and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of One Million, Six Hundred Fifty-Eight Thousand, Nine Hundred One Dollars and Zero Cents Dollars (\$ 1,658,901.00), 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):

Park Valley Section 2 - Paving

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the said Principal has executed in its name by its duly authorized officers and delivered this bond this 9th day of April 2026.

MK Excavation, LLC
Principal

By: Angus MacIntyre

Title Project Manager

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 9th day of April 2026.

West Bend Insurance Company
Surety

By: [Signature]
Attorney-in-Fact Barry Herring

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

Mailing Address
directconnect@wbmi.com

Claim submission website or email address



(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of April, 2026 personally appeared Angus MacIntyre, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

Priscilla A. Hull
Notary Public





Bond No. 2297325

POWER OF ATTORNEY

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

Barry Herring, Neleigh Herring, Amy Winters

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

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

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

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

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

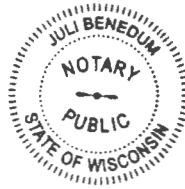
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 9th day of April, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Park Valley Section 2
Plat Case Number:IMP-22-19

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Company, a corporate entity organized under the Laws of the State of Wisconsin and authorized and licensed to do business within the State of Oklahoma, as SURETY, are hereby held and firmly bound unto the CITY OF STILLWATER, OKLAHOMA, a Municipal Corporation hereinafter called CITY, in the sum of Seven Hundred Twenty-Six Thousand, Nine Hundred Fifty-Two Dollars and Zero Cents Dollars (\$ 726,952.00), 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):

Park Valley Section 2 - Sewer

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

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

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 9th day of April 2026.

MK Excavation, LLC
Principal

By: Angus MacIntyre
Title Project Manager

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 9th day of April 2026.

West Bend Insurance Company
Surety

By: [Signature]
Attorney-in Fact Barry Herring

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



(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of April, 2026 personally appeared Angus MacIntyre, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

Priscilla A. Hull
Notary Public





Bond No. 2297322

POWER OF ATTORNEY

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

Barry Herring, Neleigh Herring, Amy Winters

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

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

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

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

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

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 9th day of April, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	4.k. CC-26-65
Previous/Related Action:	
Background/Issue:	<ul style="list-style-type: none">• Awad Investments, LP owns property at 1411, 1405 and 1401 N. Hightower Street which are unplatted lots.• This request is for acceptance of public paving and sanitary sewer improvements to serve these three lots.• The sanitary sewer improvements consists of 400 linear feet of 8" SDR26 PVC pipe and 1 manhole.• The paving improvements consist of 275 linear feet of PC paving.
Proposal/Solution:	Staff recommends acceptance of the paving and sanitary sewer improvements.
Financial Source/Impact:	There is no additional financial impact from the acceptance of these improvements.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the paving and sanitary sewer improvements.
Prepared By:	Joshua Brown, Project Manager
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Bond Sewer and Paving S059976

STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND

Subdivision Name:
Plat Case Number:

Bond # S059976

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Awad Construction, LLC, as PRINCIPAL, and Employers Mutual Casualty Company, a corporate entity organized under the Laws of the State of Iowa 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 ** Dollars (\$ **), 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.

**Sixty three thousand nine hundred three and 25/100----- (\$63,903.25)-----

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): Evergreen Estates Addition Blk 3 19N03E-07-3-SB875-003. Stillwater, Oklahoma.

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Stillwater that all streets, water, sewer, stormwater and other infrastructure improvements and utilities dedicated to the City of Stillwater within said subdivision were OR WILL BE constructed by Principal with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said improvements and utilities by the City of Stillwater, and that all the expense of said Principal and/or Surety, all needed repairs within said period of one (1) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at 1312 N Henderson St, Stillwater, OK 74075 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 10 day of April 2026.

[Signature]
Principal

By: Ibrahim Awad

Title owner

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

[Signature]
Surety

By: Patrick Wells
Attorney-in Fact

PO Box 9, Stillwater, OK 74076

Mailing Address

patrick@messerbowers.com

Claim submission website or email address

(Accompany this Bond with Surety Power of Attorney.)

ACKNOWLEDGEMENT OF REPRESENTATIVE OF PRINCIPAL

STATE OF OKLAHOMA, COUNTY OF Payne, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 10 day of April, 2026, personally appeared Ibrahim Awad, 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.

Kimberly Barrows
Notary Public



3-3-30

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- | | |
|---------------------------------------------------------------|--------------------------------------------------------------|
| 1. Employers Mutual Casualty Company, an Iowa Corporation | 4. Illinois EMCASCO Insurance Company, an Iowa Corporation |
| 2. EMCASCO Insurance Company, an Iowa Corporation | 5. Dakota Fire Insurance Company, a North Dakota Corporation |
| 3. Union Insurance Company of Providence, an Iowa Corporation | 6. EMC Property & Casualty Company, an Iowa Corporation |

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Patrick Wells

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Awad Construction, LLC

Obligee:
City of Stillwater

S059976

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Scott R. Jean

Todd Strother

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

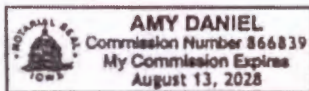
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

Seals



On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.



Amy Daniel

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025 are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10th day of April, 2026.

Ryan J. Springer

Vice President



**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM
EMPLOYERS MUTUAL CASUALTY COMPANY**

Employers Mutual Casualty Company ("EMCC") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of EMCC and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

EMCC hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of EMCC with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

EMCC also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if EMCC's raised corporate seal was physically affixed to the fact of the bond.

Dated this 5th day of July, 2022.

Employers Mutual Casualty Company



By: 
Ryan J. Springer, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | 515.280.2511 | F 877.250.6538 | www.emcins.com

Employers Mutual Casualty Company
EMCASCO Insurance Company
EMC Reinsurance Company

Illinois EMCASCO Insurance Company
Dakota Fire Insurance Company
EMC Property & Casualty Company

Union Insurance Company of Providence
Hamilton Mutual Insurance Company
EMC Risk Services, LLC

EMC Underwriters, LLC
EMC National Life Company (affiliate)

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	4.I. CC-26-66
Previous/Related Action:	<ul style="list-style-type: none">• CC-25-17, January 27, 2025: Award of a work order based, unit price contract to Rudy Construction, Co. for 25TR06 – Full Depth Repair on City Streets and Rights of Way (Bid #47-2024).• CC-25-118, August 18, 2025: Approval of FY26 Pavement Management Program
Background/Issue:	<ul style="list-style-type: none">• A work order-based, unit price contract was advertised for bids on November 16, 2024 and later awarded by City Council on January 27, 2025 to Rudy Construction, Co. for a roadway and sidewalk patching contract that addressed localized areas of repair. The Contract included an extension option for \$750,000 over a second one-year period.
Proposal/Solution:	<ul style="list-style-type: none">• The Project was originally awarded by City Council on January 8, 2025 and included a extension option.• During the meeting on December 18, 2025, the Transportation Project Advisory Committee (TPAC) voted to recommend extension of the project.• Rudy Construction Co. has agreed to the extension.• The FY26 Pavement Management Program included funding for this extension.
Financial Source/Impact:	<ul style="list-style-type: none">• Sufficient funds are available in the <u>Transportation Sales Tax Fund</u> budget to complete the effort.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to: <ol style="list-style-type: none">1. Approve the extension agreement to the unit price contract with Rudy Construction Co. for an additional \$750,000;2. Authorize total construction expenditure of \$800,000

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: Bill Millis
Brady Moore
Teresa Kadavy

Submitted By: Brady Moore, City Manager

Attachments

1. 26TR13 BA 4-10-2026



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: 04/10/2026

Department: Transportation

Requested by: Bill Millis

Explanation:

Expenditures:
Appropriate funding for Full Depth Repair with Rudy's Construction by exercising one-year extension per agreement. 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:					
Full Depth Repair	2604035 - 54009	26TR13260	\$ 0	\$ 800,000	\$ 800,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 800,000

Reviewed by Department Manager: 

Date: 2026 apr 10

Reviewed by Finance: 

Date: 4/10/2026

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: APRIL 20, 2026



Agenda Item:	4.m. CC-26-67
Previous/Related Action:	
Background/Issue:	<p>Development of the Park Valley residential subdivision required a traffic impact analysis (TIA). The TIA included several recommendations for addressing traffic impact due to the residential development. The analysis recommended construction of a west bound right turn lane on the east leg of the intersection of 26th Avenue and Western Road at such time that Park Valley takes access to 26th Avenue. The final plat for Park Valley Section 2 includes access from 26th Avenue.</p> <p>City development and engineering professionals have had the opportunity to observe, assess, and evaluate the current and projected future quality of traffic flow in and around the area and have determined that proceeding with construction of a westbound right turn lane on the east leg of the intersection of 26th and Western Road will not have a significant impact on the street system and quality of traffic flow in that area.</p>
Proposal/Solution:	<p>The City is currently evaluating additional transportation improvements to enhance safety and traffic management in this area, including improvements along 26th Avenue, Western Road, and the intersection of 19th Avenue and Western Road. Staff has determined that implementation of alternative transportation improvements in lieu of construction of the right turn lane is recommended to better meet transportation infrastructure and traffic flow goals in the area.</p>
Financial Source/Impact:	<p>The City will hold the funds in escrow until such time as necessary for the City to make payments on transportation improvements within the project area.</p>
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	<p>Staff recommends a motion to approve the development agreement with IH Development, LLC, Ideal Homes of Norman, LP and Park Valley Fund, LLC.</p>
Prepared By:	David Barth, Director of Development Services
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Park Valley, Sec. 2 Development Agreement with Exhibits

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF STILLWATER, OKLAHOMA
AND IH DEVELOPMENT, LLC, IDEAL HOMES OF NORMAN, LP, and PARK
VALLEY FUND, LLC**

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between the City of Stillwater, Oklahoma, a municipal corporation (the "City"), and IH DEVELOPMENT, LLC, an Oklahoma limited liability company, IDEAL HOMES OF NORMAN, LP, and PARK VALLEY FUND, LLC ("DEVELOPER").

RECITALS

WHEREAS, the City is a municipal corporation organized under the laws of the State of Oklahoma; and

WHEREAS, DEVELOPER owns certain real property commonly known as Park Valley Section 2, and more particularly described in attached Exhibit A (the "Property"); and

WHEREAS, the City desires to support development in the area and support future public infrastructure development and access; and

WHEREAS, this agreement will contribute to the overall health, safety and welfare of the City of Stillwater by creating an opportunity for residential development; and

WHEREAS, economic and residential development are determined to serve the public purpose of promoting the general health, safety and welfare of the citizens of Stillwater; and

WHEREAS, DEVELOPER is developing a residential subdivision called Park Valley Section 2 (PROJECT);

WHEREAS, the PROJECT required a traffic impact analysis be completed in connection with its development application – which is a study that is intended to assess how new development may affect the transportation system, typically including existing traffic counts, projections of future trip generation, capacity analysis, intersections, pedestrian/bicycle access, and other key components in order to offer data-driven recommendations which serve as an advisory tool to inform planning decisions; and

WHEREAS, DEVELOPER completed a traffic impact analysis which was completed in 2020 and addressed PROJECT and an adjacent residential subdivision development known as Frye Farms, which included several recommendations for addressing traffic impact due to developments; and

WHEREAS, the analysis recommended construction of a west bound right turn lane on the east leg of the intersection of 26th Avenue and Western Road at such time that Park Valley takes access to 26th Avenue; and

WHEREAS, in accordance with that recommendation, DEVELOPER provided design plans and a cost estimate of \$180,093.25 for the right turn lane, as shown on the attached Exhibit B.

WHEREAS, significant development of both referenced subdivisions has been completed since the 2020 analysis; and

WHEREAS, the City maintains the street paving along 26th Avenue that abuts the PROJECT; and

WHEREAS, city planning and engineering professionals have had the opportunity to observe, assess, and evaluate the current and projected future quality of traffic flow in and around the PROJECT area and have determined that proceeding with construction of a west bound right turn lane on the east leg of the intersection of 26th and Western Road will not have a significant impact on the street system and quality of traffic flow in that area; and

WHEREAS, the City is currently evaluating additional transportation improvements to enhance safety and traffic management in this area, including improvements along 26th Avenue, Western Road, and the intersection of 19th Avenue and Western Road; and

WHEREAS, city staff determined that implementation of alternative transportation improvements in lieu of construction of the right turn lane is recommended to better meet transportation infrastructure and traffic flow goals in the area; and

WHEREAS, omitting the right turn lane will not harm public safety, health, and welfare;

NOW, THEREFORE, in consideration of the agreements contained herein, the recitals above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties, the parties agree as follows:

Section 1. In lieu of construction of the right turn lane, Developer shall pay the City the sum of One Hundred Eighty Thousand Ninety-Three Dollars and Twenty-Five Cents (\$180,093.25), which is an amount equal to 100% of the estimate cost to construct the right turn lane. Payment is due within 10 days of execution of this Agreement.

Section 2: The City will hold the funds in escrow until such time as necessary for the City to make payment/s on transportation improvements for the benefit of the general project area. . Funds shall be used for transportation infrastructure improvements to enhance safety and traffic management along 26th Avenue, Western Road, or the intersection of 19th Avenue and Western Road.

Section 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

Contract, 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 third party person or entity, resulting, 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 Contract. 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 Contract and the documents incorporated herein. The City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

Section 4: *Commencement.* This Agreement shall commence upon the date of the approval of this Agreement and shall continue in perpetuity unless terminated by mutual agreement of the parties.

Section 5: *Assignment.* This Agreement is not assignable. It shall be recorded with the County Clerk of Payne County and shall run with the land.

Section 6: *Compliance with Laws and Codes:* The parties shall be in compliance with Stillwater Municipal Code and all applicable laws and regulations.

Section 7: *Applicable Law and Attorneys' Fees.* This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Venue shall be in Payne County, Oklahoma. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

Section 8: *Severability; Waiver.* If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Oklahoma which became effective after the effective date of the ordinance adopting this Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed. No waivers of a breach of any of the covenants or promises of this Agreement shall be construed as a waiver of any succeeding breach of the same or other covenant or promise.

Section 9: *Modification.* The terms of this Agreement may be modified in whole or in part only by a written instrument signed by DEVELOPER and the City. Any oral agreement to modify this Agreement shall be void and of no force and effect.

Section 10: *Counterparts:* This Agreement may be executed in one or more counterparts. It shall not be necessary for the signature of more than one party to appear on any single counterpart. Each counterpart will be deemed to be an original of this Agreement, and all counterparts together shall constitute one agreement. The exchange of executed counterparts of

this Agreement or of signature pages by facsimile or other electronic transmission (including in pdf format) shall constitute effective execution and delivery of this Agreement, and such counterparts may be used in lieu of the original for all purposes. Such signatures shall be considered as valid and binding as original, wet signatures.

IH DEVELOPMENT, LLC

CITY OF STILLWATER, OKLAHOMA

By: _____
JaRee Stambeck, Member
IH Development, L.L.C.,
an Oklahoma Limited Liability Company

By: _____
Mayor

ATTEST:

IDEAL HOMES OF NORMAN, LP

By: _____
JaRee Stambeck, Partner
Ideal Homes of Norman, L.P.
an Oklahoma Limited Partnership

By: _____
City Clerk

PARK VALLEY FUND, LLC

APPROVED AS TO FORM:

By: _____
JaRee Stambeck, Member
Park Valley Land Fund, L.L.C.,
an Oklahoma Limited Liability Company

By: _____
City Attorney

EXHIBIT A
to
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF STILLWATER, OKLAHOMA AND IH DEVELOPMENT, LLC,
IDEAL HOMES OF NORMAN, LP, and PARK VALLEY FUND, LLC

**LEGAL DESCRIPTION
PARK VALLEY SECTION 2
STILLWATER, PAYNE COUNTY, OKLAHOMA**

A tract of land being a part of the Southwest Quarter (S.W. $\frac{1}{4}$), Section Twenty-Seven (27), Township Nineteen North (T19N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

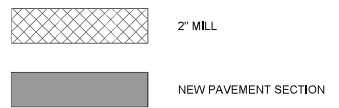
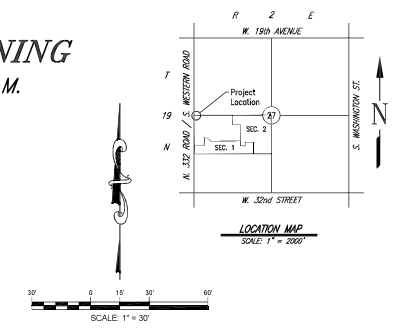
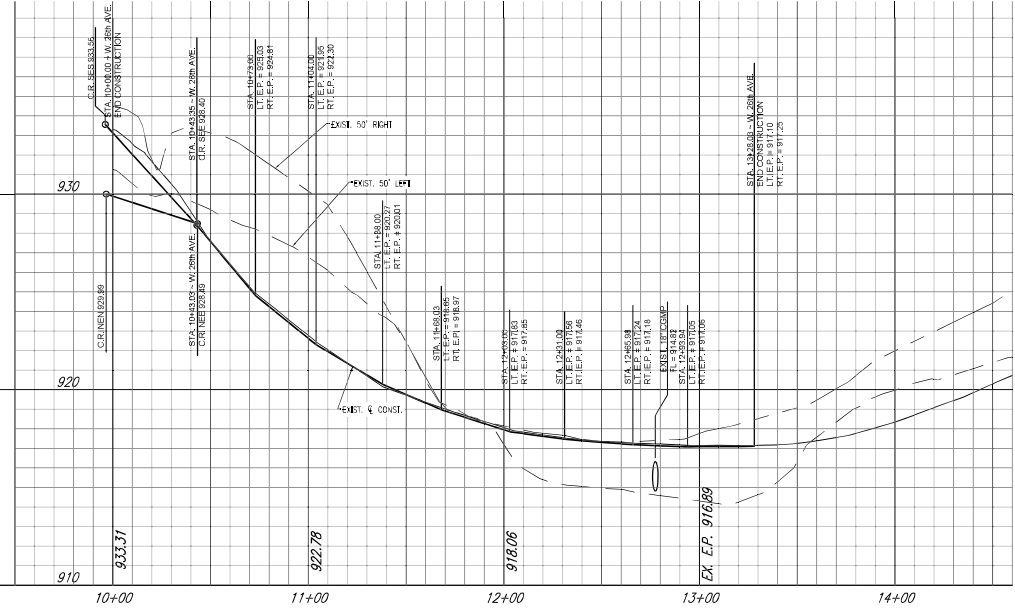
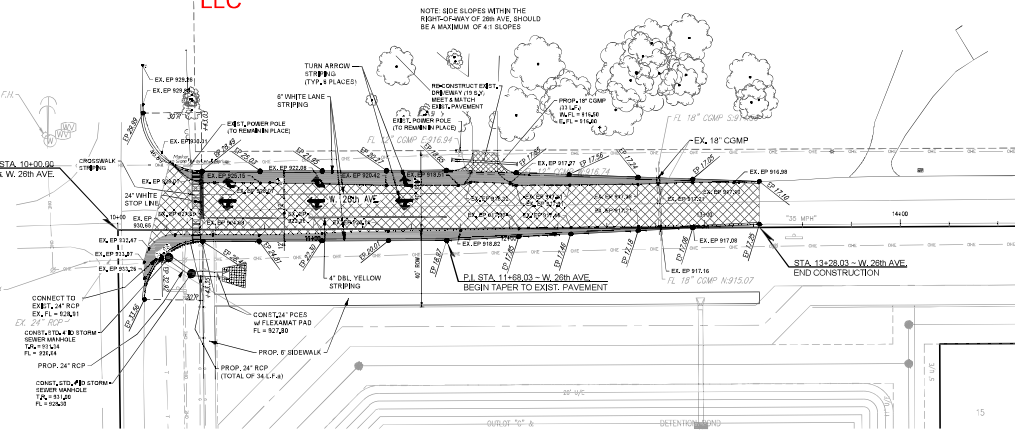
BEGINNING at the Northeast corner of said S.W. $\frac{1}{4}$;

THENCE South $00^{\circ}39'46''$ East along the East line of said S.W. $\frac{1}{4}$ a distance of 1323.23 feet; THENCE South $89^{\circ}57'13''$ West a distance of 609.93 feet; THENCE North $00^{\circ}02'47''$ West a distance of 401.11 feet; THENCE South $89^{\circ}45'26''$ West a distance of 286.00 feet; THENCE South $00^{\circ}14'34''$ East a distance of 45.00 feet to a point of curvature; THENCE around a curve to the left having a radius of 25.00 feet (said curve subtended by a chord which bears South $18^{\circ}40'40''$ East, a distance of 15.81 feet) and an arc length of 16.09 feet to a point of reverse curvature; THENCE around a curve to the right having a radius of 50.00 feet (said curve subtended by a chord which bears South $44^{\circ}45'26''$ West, a distance of 98.99 feet) and an arc length of 142.89 feet to a point of reverse curvature; THENCE around a curve to the left having a radius of 25.00 feet (said curve subtended by a chord which bears North $71^{\circ}48'28''$ West, a distance of 15.81 feet) and an arc length of 16.09 feet; THENCE South $89^{\circ}45'26''$ West a distance of 85.07 feet; THENCE North $00^{\circ}14'34''$ West a distance of 725.00 feet; THENCE South $89^{\circ}45'26''$ West a distance of 270.64 feet; THENCE North $00^{\circ}39'46''$ West a distance of 320.01 feet; THENCE North $89^{\circ}45'26''$ East a distance of 1322.91 feet to the **POINT OF BEGINNING**.

Said tract contains 30.36 acres, more or less.

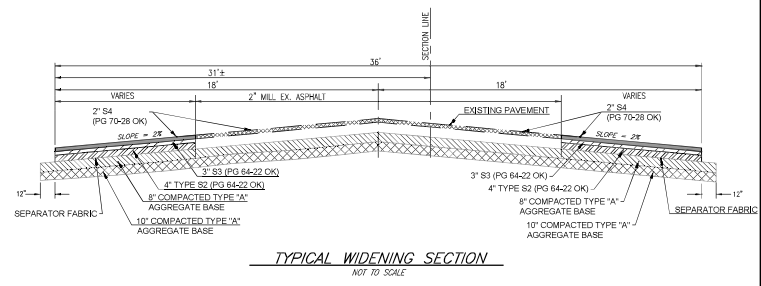
EXHIBIT B - PAGE 1
to
DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF
STILLWATER, OKLAHOMA AND IH
DEVELOPMENT, LLC, IDEAL HOMES OF
NORMAN, LP, and PARK VALLEY FUND,
LLC

PLAN & PROFILE SHEET
PARK VALLEY - 26th AVE. WIDENING
A PART OF THE W. 1/2 OF SECTION 27, T19N, R2E, I.M.
STILLWATER, PAYNE COUNTY, OKLAHOMA



PAVING QUANTITIES

QUANTITY	UNIT	DESCRIPTION
821	SY	2" MILL
1,128	SY	2" TYPE 54 (PG 70-28 OK)
308	SY	3" TYPE S3 (PG 64-22 OK)
308	SY	4" TYPE S2 (PG 64-22 OK)
378	SY	8" COMPACTED TYPE "A" AGGREGATE BASE
378	SY	10" TREATED SUBGRADE
308	SY	SEPARATOR FABRIC
23	Gallons	TACK COAT
95	Gallons	PRIME COAT
125	LF	DOUBLE YELLOW 4" STRIPING
24	LF	24" WHITE STOP BAR
757	LF	6" WHITE LANE STRIPING
6	EA	TURN ARROW STRIPING
1	LS	ACCESSIBLE CROSSWALK
33	LF	18" COMP
2	EA	PCES FOR 18" COMP
34	LF	24" RCP
1	EA	PCES FOR 24" RCP
2	EA	STD. STORM SEWER MANHOLE
19	SY	RE-CONSTRUCT DRIVEWAY
11,535	SF	BERMUDA SOD
650	CY	EXCAVATION
1	LS	EROSION CONTROL



GENERAL NOTES

ENGINEER'S ESTIMATE OF QUANTITIES SHOWN IS TO FACILITATE THE REVIEW OF THE REGULATORY AGENCIES. CONTRACTOR SHALL NOT USE THIS ENGINEER'S ESTIMATE OF QUANTITIES IN BIDDING OR CALCULATING QUANTITIES OR ORDERING CONSTRUCTION MATERIALS. FOR SUCH PURPOSES, CONTRACTOR SHALL REFER TO CONSTRUCTION PLANS, DESIGN DETAILS, SPECIFIED STANDARDS, PROJECT SPECIFICATIONS AND SHALL CALCULATE HIS/HER OWN QUANTITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT THE PROJECT ACCORDING TO THE CONSTRUCTION PLANS, DESIGN DETAILS, SPECIFIED STANDARDS, SPECIFICATIONS AND SPECIAL CONDITIONS. ANY ITEM OR WORK NOT INCLUDED IN ENGINEER'S ESTIMATE BUT SHOWN IN CONSTRUCTION PLANS, DETAILS AND SPECIFIED IN STANDARDS SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION, THE COST OF WHICH SHALL BE INCLUDED IN THE COST OF OTHER ITEMS.

IMP26-03
RECEIVED
By CGIbson at 4:20 pm, Feb 25, 2026

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THE SEAL FOR THIS PROJECT

PARK VALLEY - 26th AVE. WIDENING
S. WESTERN RD. & W. 32ND ST. STILLWATER, OKLAHOMA

SMC CONSULTING ENGINEERS, P.C.
1015 N. WESTERN AVE., SUITE 200
STILLWATER, OKLAHOMA 74060
PHONE: (405) 261-2222
FAX: (405) 261-2223
WWW.SMCENGINEERS.COM

PROJECT NO: 641422
SHEET NUMBER: 2
SCALE: 1" = 30'
FORM: 10/26
ENGINEER: CHRISTOPHER D. ANDERSON
A.E. NUMBER: 19298

PLAN & PROFILE SHEET
SHEET NO. **2**

Engineers Estimate of Probable Cost

PARK VALLEY ADDITION - Proposed Widening for 26th Avenue

Stillwater, Oklahoma

Revised 2/25/26

Paving & Drainage

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Cost</u>
1	2" S4 (PG 70-28 OK)	1,128	SY	\$21.00	\$23,688.00
2	3" S3 (PG 64-22 OK)	308	SY	\$24.00	\$7,392.00
3	4" S2 (PG 64-22 OK)	308	SY	\$41.00	\$12,628.00
4	8" Compacted Aggregate Base Type A	378	SY	\$48.00	\$18,144.00
5	10" Treated Subgrade	378	SY	\$22.00	\$8,316.00
6	Reconstruct Driveway	19	SY	\$40.00	\$760.00
7	Separator Fabric	308	SY	\$6.00	\$1,848.00
8	6" White Striping	757	LF	\$1.50	\$1,135.50
9	4" Double Yellow Striping	125	LF	\$3.00	\$375.00
10	Acecssible Crosswalk	1	LS	\$2,000.00	\$2,000.00
11	24" White Stop bar	1	LS	\$140.00	\$140.00
12	Right Turn Arrow Pavement Markers	6	EA	\$100.00	\$600.00
13	18" HDPE	24	LF	\$70.00	\$1,680.00
14	PCES for 18" HDPE	2	EA	\$600.00	\$1,200.00
15	PCES for 24" RCP	2	EA	\$800.00	\$1,600.00
16	Std. Storm Sewer Manhole	2	EA	\$2,500.00	\$5,000.00
17	24" RCP	34	LF	\$100.00	\$3,400.00
18	Type A Aggregate	10	Tons	\$40.00	\$400.00
19	Bermuda Sod	11,535	SF	\$0.85	\$9,804.75
20	2" Mill	821	SY	\$42.00	\$34,482.00
21	Construction Staking & Mobilization	1	LS	\$40,500.00	\$40,500.00
22	Traffic Control	1	LS	\$5,000.00	\$5,000.00
23	Earthwork	650	CY	\$10.00	\$6,500.00
					\$180,093.25

IMP26-03

RECEIVED

By CGibson at 4:21 pm, Feb 25, 2026

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	7.a. CC-26-69
Previous/Related Action:	Memo to set Public Hearing
Background/Issue:	<p>Independent School District No. 16 request the closure of the previously unclosed portion of the general utility, drainage, and pedestrian easement lying on a parcel addressed as 410 W. Franklin Avenue. This easement is recorded in Book 698, Pages 346-349, and is shown on “Exhibit A” recorded in Book 695 Page 015.</p> <p>As the site was redeveloped into the new Stillwater High School the site has been reshaped. With the new site, and utility plan, these easements have been updated, or replaced, with the final plat of the Stillwater High School Addition. The final plat for “Stillwater High School Addition” was approved by City Council on March 23, 2026 and has been filed with Payne County.</p>
Proposal/Solution:	The applicants request the closure of the previously unclosed portion of the general utility, drainage, and pedestrian easements over the property located at 410 W Franklin Avenue.
Financial Source/Impact:	None
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends approval of ordinance 3602 closing the previously unclosed portion of the general utility, drainage, and pedestrian easement located on 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, addressed as 410 W. Franklin Avenue.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Closing Ordinance 3602
2. Closure Exhibit
3. Original Easement

ORDINANCE NO. 3602

AN ORDINANCE CLOSING THE PREVIOUSLY UNCLOSED PORTION OF THE GENERAL UTILITY, DRAINAGE AND PEDESTRIAN EASEMENT LOCATED ON 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, ADDRESSED AS 410 W. FRANKLIN AVENUE.

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

A portion of the General Utility, Drainage and Pedestrian Easement located on a tract of land lying on a parcel addressed as 410 W. Franklin Avenue, Stillwater, in the Northwest Quarter (NW/4) of Section 11, T19N, R2E of the Indian Meridian, Payne County, State of Oklahoma, recorded in Book 698, Pages 346-349 in the Office of the Payne County Clerk, and as shown on "Exhibit A" recorded in Book 695, Page 015 in the Office of the Payne County Clerk was closed to public use by the Stillwater City Council by Ordinance # 3564, on April 7, 2025;

The portions of said General Utility, Drainage and Pedestrian Easement not previously closed by Ordinance #3564 are not presently in use and are hereby closed. The City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of the easement.

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: 04/20/2026
Second Reading:

Cimarron Plaza
Stillwater, Oklahoma 74075

005529

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PAYNE COUNTY 698 348

GENERAL UTILITY, DRAINAGE, and PEDESTRIAN EASEMENT

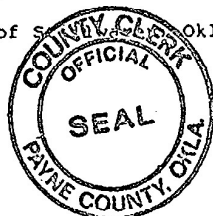
KNOW ALL MEN BY THESE PRESENTS:

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, receipt of which is hereby acknowledged, does hereby enter into this agreement on this 29th day of March, 1985. Whereas, GRANTOR hereby represents and warrants that it owns and has fee simple title to that certain parcel of real estate located in the City of Stillwater, County of Payne, 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 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 657.20 feet; thence around a curve to the right, having a radius of 70 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 60 degrees 37 minutes West, a distance of 42.67 feet; thence North 29 degrees 23 minutes West, a distance of 345.59 feet; thence North 00 degrees 13 minutes West, a distance of 277.60 feet; thence North 89 degrees 52 minutes East, a distance of 329.68 feet; thence North 00 degrees 10 minutes West, a distance of 660.81 feet; thence South 89 degrees 53 minutes West, 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 West, 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 North 00 degrees 10 minutes West, a distance of 311.00 feet; thence North 89 degrees 53 minutes East, a distance of 74.68 feet; thence South 24 degrees 30 minutes East, a distance of 123.13 feet; thence South 78 degrees 23 minutes East, a distance of 303.85 feet; thence South 02 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 49 minutes East, a distance of 56.20 feet; thence South 27 degrees 31 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 14 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 28 minutes West, a distance of 57.39 feet to the point of beginning, containing 31.40 acres, more or less,

and further that said GRANTOR does hereby for itself, its successors, and assigns, grant and convey unto the City of Stillwater, Oklahoma, a

When recorded, mail to:
THE CITY OF STILLWATER
P.O. BOX 1449
STILLWATER, OK 74076
Attn: Land Acquisition



Municipal Corporation, its successors and assigns, a permanent general utility, drainage, and pedestrian easement and right-of-way through, over, under, and across the following property situated in the City of Stillwater, County of Payne, State of Oklahoma, to wit:

All tracts and parcels of land set out as easements on the drawing filed in Book 695 at pages 15 in the Office of the Payne County Clerk, marked "Exhibit A", as revised from the original drawing filed in Book 564 at pages 81-83, in said Office of the Payne County Clerk, (Referenced "Exhibit A" is hereby incorporated herein and becomes a part of this instrument),

with the right of ingress and egress to and from same, for the purpose of permitting said City of Stillwater, Oklahoma, to construct and maintain sewer, water, gas, electrical, or other utility lines, and drainage and pedestrian facilities thereon, through, over, under, and across said property, together with all necessary and convenient appurtenances thereto, 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 said City, the right to enter upon said premises for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying, and maintaining said sewer, water, gas, electrical, or other utility lines, and drainage and pedestrian facilities for the further purpose of enabling the City of Stillwater, to do any and all convenient things incident to such construction, operation, repairing, and maintaining of said sewer, water, gas, electrical, or other utility lines, and drainage and pedestrian facilities.

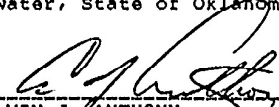
Except as herein granted, the grantor shall continue to have the full use and enjoyment of the property herein granted or described for agricultural and other purposes. At no time shall the grantor commit a use, occupation or enjoyment thereof that might cause a hazardous condition, and no building, structure, or obstruction shall be located or constructed on said easement by the grantor, its successors, or assigns.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Stillwater, its successors and assigns, forever. In witness whereof, the parties have duly executed this agreement.

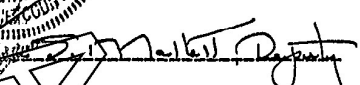
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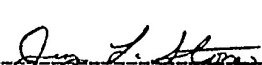
NOW, on this 6th day of May, 1985, the Board of Commissioners of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.


CALVIN J. ANTHONY
MAYOR, CITY OF STILLWATER




MARK D. JONES, CITY CLERK

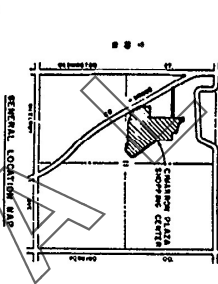
APPROVED AS TO FORM AND LEGALITY THIS 6th DAY OF May, 1985.


JERRY L. STONE
CITY ATTORNEY
CITY OF STILLWATER

Area 26 11 49 AM '85
PAYNE COUNTY

BOOK PAGE
695 015

049839



CIMARRON PLAZA
A PART OF THE NW 1/4 OF SEC. 11, T 19 N, R 2 E, 11 M.
CITY OF STILLWATER
PAYNE COUNTY, OKLAHOMA

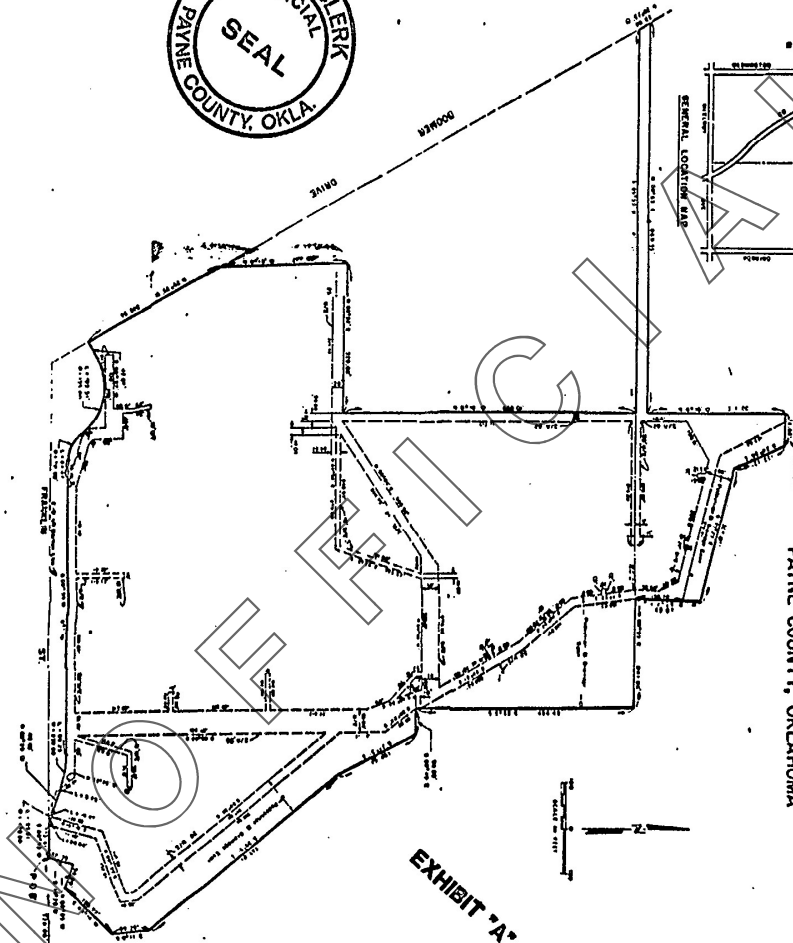


EXHIBIT "A"

OWNER'S CERTIFICATE AND DEDICATION OF UTILITY EASEMENTS

I, the undersigned, the owner of the above described premises, do hereby certify that the same are being dedicated to the public use of the City of Stillwater, Oklahoma, for the purpose of providing water, gas, electric, telephone, and other utility services to the same. The dedication of the same is made subject to the following conditions: That the City of Stillwater, Oklahoma, shall have the right to use the same for the purpose aforesaid, and that the City of Stillwater, Oklahoma, shall be responsible for the maintenance and repair of the same. This dedication is made in full satisfaction of all claims for damages to the premises caused by the construction of the utility easements. Witness my hand and seal this 11th day of August, 1985.

SURVEYOR'S CERTIFICATE
I, the undersigned, a duly licensed surveyor in the State of Oklahoma, do hereby certify that the above described premises are the same as shown on the plat of the same filed for record in the office of the County Clerk of Payne County, Oklahoma, on this 11th day of August, 1985. My commission expires on this 11th day of August, 1987.

When Recorded Mail to
Name: City of Stillwater
Address: 111 N. 1st St.
City: Stillwater
State: Oklahoma 74076

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	7.b. CC-26-70
Previous/Related Action:	Memo to set Public Hearing
Background/Issue:	<p>Independent School District No. 16 request the closure of the general utility easement located at 410 W Franklin Avenue. This easement is:</p> <ul style="list-style-type: none">- General Utility Easement<ul style="list-style-type: none">o Book 444 Page 387 <p>As the site was redeveloped into the new Stillwater High School the site has been reshaped. With the new site, and utility plan, this easement been updated, or replaced, with the final plat of the Stillwater High School Addition. The final plat for "Stillwater High School Addition" was approved by City Council on March 23, 2026 and has been filed with Payne County.</p>
Proposal/Solution:	The applicants request the closure of the General Utility Easement referenced as Book 444 Page 387, over the property located at 410 W Franklin Avenue.
Financial Source/Impact:	None
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends approval of ordinance 3601 closing the Utility Easement located on 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, addressed as 410 W Franklin Avenue.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Closing Ordinance 3601
2. Original Easement
3. Closure Exhibit

ORDINANCE NO. 3601

AN ORDINANCE CLOSING THE UTILITY EASEMENT LOCATED ON 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, ADDRESSED AS 410 W. FRANKLIN AVENUE.

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

The Utility Easement, recorded at Book 444, Page 387 in the Office of the Payne County Clerk, with the legal description of:

A tract of land in the NW/4 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 NW/4 NW/4 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.

is not presently in use and is hereby closed. The City reserves the right to reopen this right of way in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this right of way.

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: 04/20/2026
Second Reading:

FILED FOR RECORD JUN 2 0 1979 AT 2:07 pm
Linda Peeden, County Clerk
UTILITY EASTWET

6945

BOOK 444 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 NW¹/₄ of Section 11, T-19-N, R-2-E, I. M., Payne County, Oklahoma, more particularly described as follows: Beginning at a point 71 feet North of the SE corner of the NW¹/₄ NW¹/₄ 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 thereto; 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, repairing and maintaining of such sewer, water, gas, electrical or other utility lines.

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

DATED this 11th day of May, 1979.

TRAVCO DEVELOPERS, INC.

By: C.A. Henderson
President



[Signature]
Secretary

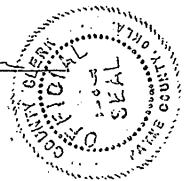
STATE OF OKLAHOMA)
COUNTY OF PAYNE) SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this day of May, 19 79, personally appeared C.A. Henderson, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



[Signature]
Notary Public



Retn. to: Stillwater City Attorney, Box 631, Stillwater, OK. 74074

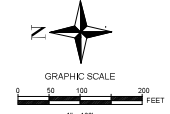
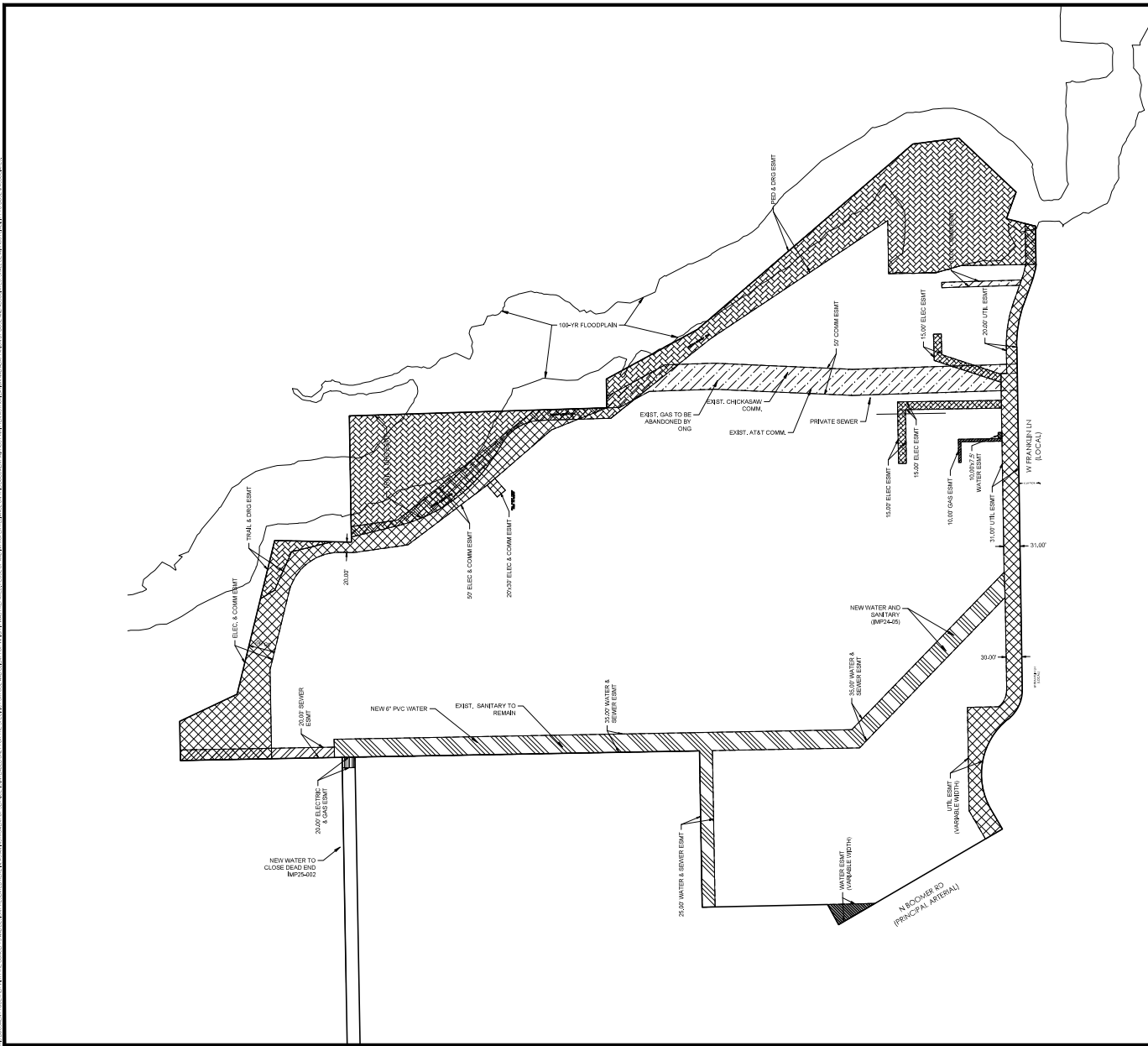
NOW, on this 4th day of June, 1979, the Board of Commissioners of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantors this delivered Utility Easement and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.



C. W. "Bill" Thomas
C. W. "BILL" THOMAS
MAYOR, CITY OF STILLWATER
STATE OF OKLAHOMA

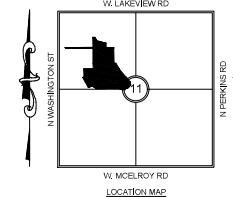
ATTEST:
Joyce H. Allen
JOYCE H. ALLEN - JOAN SKAGGS, DEPUTY
CITY CLERK, CITY OF STILLWATER
STATE OF OKLAHOMA

UNOFFICIAL



ABBREVIATIONS

ROW	RIGHT OF WAY	ENGINEER
UE	UTILITY EASEMENT	GOSE & ASSOCIATES
BL	BUILDING SETBACK LINE	113 E 8TH AVE,
DE	DRAINAGE EASEMENT	STILLWATER, OK 74074
WE	WATER EASEMENT	PHONE: (405) 743-4507
FH	FIRE HYDRANT	
PSE	PRIVATE SANITARY SEWER EASEMENT	
PE	PEDESTRIAN EASEMENT	



DATE	11/11/2025
BY	STEPHEN GOSE
CHECKED BY	STEPHEN GOSE
SCALE	AS SHOWN
DATE	04/03/2025
BY	STEPHEN GOSE
CHECKED BY	STEPHEN GOSE

Gose & Associates
 ENGINEERING, PLANNING AND SERVICES
 113 E. 8th Avenue, Stillwater, OK 74074 PH: (405) 743-4507 CA: 5400
 www.gose-associates.com

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT FINAL, SIGNED AND SEALED DOCUMENT. SCALE: AS SHOWN. DATE: 04/03/2025. OK REG. # 22388. DATE: 04/03/2025.

JOB NUMBER	0055/39
DATE	04/03/2025
SCALE	AS SHOWN
CREATED BY	ACG
DRAWN BY	KHR
CHECKED BY	SGS

PROPOSED EASEMENT EXHIBIT (WITHOUT UTILITIES)

STILLWATER HIGH SCHOOL EASEMENT CLOSING EXHIBIT
 410 WEST FRANKLIN LANE
 STILLWATER, OK 74075

SHEET NUMBER
EX-2

City of Stillwater
Budget for Fiscal Year 2027
Stillwater, Oklahoma

	General Fund	Pooled Cash Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Visitor Tax Fund	Rural Fire Fund	Grants Fund	Opioid Settlement Fund	CDBG Grants Fund	Home Buyer's Assistance Fund	Stormwater Mgmt Fund	Transportation Fee Fund	Park Donations Fund	Transportation Sales Tax Fund	GO Bond - Fire Station	GO Bond - Animal Welfare	G.M.Koch Donation Fund	Bostick Gym Fund	Self Insurance Fund	Tax Increment District #3	Tax Increment District #5	Airport Fund	TOTAL
Resources and Transfers																								
Beginning Balance	\$0	\$1,012,000	\$12,114,128	\$1,165,556	\$2,147,600	\$454,619	\$380,487	\$0	\$943,765	\$0	\$10,568	\$1,589,568	\$538,940	\$0	\$26,458,459	\$190,861	\$8,623,136	\$53,142	\$21,229	\$1,462,622	\$48,100	\$126,723	\$410,430	\$57,751,933
Sales Tax	31,875,000														10,625,000									42,500,000
Use Tax	5,700,000																							5,700,000
Other Tax	2,005,500			1,642,511		2,000,000															1,060,000	96,739		6,804,750
Grants	0																							0
Fines and Forfeits	735,000																							735,000
Fees and Rental	407,336						264,000						130,000										3,454,570	4,255,906
Interest	0	1,036,000	140,000																					1,176,000
Licenses & Permits	330,500																							330,500
Other	1,294,000								188,886											1,340,000			316,000	3,138,886
Stormwater Fees												975,000												975,000
Indirect Cost Reimbursement	2,344,611																							2,344,611
Transfers In	22,377,575				500,000						75,000									13,164,378			1,876,634	37,993,587
Total Resources and Transfers	67,069,522	2,048,000	12,254,128	2,808,067	2,647,600	2,454,619	644,487	0	1,132,651	0	85,568	2,564,568	668,940	0	37,083,459	190,861	8,623,136	53,142	21,229	15,967,000	1,108,100	223,462	6,057,634	163,706,173
Expenditures and Transfers																								
City Manager																								
Personal Services	1,009,532																							1,009,532
Materials & Supplies	1,500																							1,500
Other Services & Fees	18,005																							18,005
Capital																								0
Debt																								0
Communications																								0
Personal Services	378,981																							378,981
Materials & Supplies	3,499																							3,499
Other Services & Fees	121,992																							121,992
Capital																								0
Debt																								0
Information Technology																								0
Personal Services	1,150,737																							1,150,737
Materials & Supplies	62,225																							62,225
Other Services & Fees	553,548																							553,548
Capital																								0
Debt	381,804																							381,804
Human Resources																								0
Personal Services	435,642																			11,275,000				11,710,642
Materials & Supplies	9,400																							9,400
Other Services & Fees	91,460																			2,787,000				2,878,460
Capital																								0
Debt																								0
Finance																								0
Personal Services	671,139																							671,139
Materials & Supplies	22,150																							22,150
Other Services & Fees	164,905																							164,905
Capital																								0
Debt																								0
Financial Services																								0
Personal Services	634,685																							634,685
Materials & Supplies	4,500																							4,500
Other Services & Fees	97,411																							97,411
Capital																								0
Debt																								0
Development Services																								0
Personal Services	815,936																							815,936
Materials & Supplies	7,800																							7,800
Other Services & Fees	120,174																							120,174
Capital																								0
Debt																								0
Building & Fire Codes																								0
Personal Services	459,008																							459,008
Materials & Supplies	19,069																							19,069
Other Services & Fees	16,700																							16,700
Capital																								0
Debt																								0
Engineering																								0
Personal Services	661,118																							661,118
Materials & Supplies	23,400																							23,400
Other Services & Fees	86,200																							86,200
Capital																								0
Debt																								0
Public Works																								0
Personal Services	2,199,843																							2,199,843
Materials & Supplies	352,790																							352,790

City of Stillwater
Budget for Fiscal Year 2027
Stillwater, Oklahoma

	General Fund	Pooled Cash Fund	General Fund Reserve	Debt Service Fund	City Capital Fund	Visitor Tax Fund	Rural Fire Fund	Grants Fund	Opioid Settlement Fund	CDBG Grants Fund	Home Buyer's Assistance Fund	Stormwater Mgmt Fund	Transportation Fee Fund	Park Donations Fund	Transportation Sales Tax Fund	GO Bond - Fire Station	GO Bond - Animal Welfare	G.M.Koch Donation Fund	Bostick Gym Fund	Self Insurance Fund	Tax Increment District #3	Tax Increment District #5	Airport Fund	TOTAL
Other Services & Fees	233,650																							233,650
Capital																								0
Debt	73,377																							73,377
Parks & Community Resources																								0
Personal Services	1,036,598																							1,036,598
Materials & Supplies	162,242																							162,242
Other Services & Fees	1,540,171																							1,540,171
Capital																								0
Debt	25,392																							25,392
Police																								0
Personal Services	13,248,495																							13,248,495
Materials & Supplies	520,700																							520,700
Other Services & Fees	546,010																							546,010
Capital																								0
Debt	117,637			1,019,250																				1,136,887
Emergency Management																								0
Personal Services	339,736																							339,736
Materials & Supplies	21,000																							21,000
Other Services & Fees	77,270																							77,270
Capital																								0
Debt					1,355,000																			1,355,000
Fire																								0
Personal Services	8,665,575						10,145																	8,675,720
Materials & Supplies	198,600																							198,600
Other Services & Fees	317,592																							317,592
Capital																								0
Debt	309,576			811,700			325,475																	1,446,751
Library																								0
Personal Services	1,139,193																							1,139,193
Materials & Supplies	109,400																							109,400
Other Services & Fees	74,527																							74,527
Capital																								0
Debt																								0
Legal																								0
Personal Services	613,838																							613,838
Materials & Supplies	33,000																							33,000
Other Services & Fees	117,000																							117,000
Capital																								0
Debt																								0
General Government																								0
Personal Services	1,166,626																							1,166,626
Materials & Supplies	6,505																							6,505
Other Services & Fees	3,709,610										75,000										875,000	400,000	39,283	5,098,893
Capital					500,000																			500,000
Debt				627,511																				627,511
Stormwater																								0
Personal Services												147,230												147,230
Materials & Supplies												28,261												28,261
Other Services & Fees												132,473												132,473
Capital																								0
Debt																								0
Airport																								0
Personal Services																								1,367,881
Materials & Supplies																								3,151,795
Other Services & Fees																								597,477
Capital																								0
Debt																								0
Indirect Cost												31,721												305,945
Transfers Out	22,091,049			175,915		2,000,000						46,680									685,000	114,036	569,546	25,682,226
Total Expenditures and Transfers	67,069,522	0	0	2,634,376	1,855,000	2,000,000	335,620	0	0	0	75,000	386,365	0	0	0	0	0	0	0	14,937,000	1,085,000	153,319	5,992,644	96,523,846
Ending Balance	\$0	\$2,048,000	\$12,254,128	\$173,691	\$792,600	\$454,619	\$308,867	\$0	\$1,132,651	\$0	\$10,568	\$2,178,203	\$668,940	\$0	\$37,083,459	\$190,861	\$8,623,136	\$53,142	\$21,229	\$1,030,000	\$23,100	\$70,143	\$64,990	\$67,182,327
Restricted/Internally Designated	\$0	\$2,048,000	\$12,254,128	\$173,691	\$792,600	\$454,619	\$308,867	\$0	\$1,132,651	\$0	\$10,568	\$2,178,203	\$668,940	\$0	\$37,083,459	\$190,861	\$8,623,136	\$53,142	\$21,229	\$1,030,000	\$23,100	\$70,143	\$64,990	\$67,182,327
Unrestricted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	\$0	\$2,048,000	\$12,254,128	\$173,691	\$792,600	\$454,619	\$308,867	\$0	\$1,132,651	\$0	\$10,568	\$2,178,203	\$668,940	\$0	\$37,083,459	\$190,861	\$8,623,136	\$53,142	\$21,229	\$1,030,000	\$23,100	\$70,143	\$64,990	\$67,182,327

Stillwater Utilities Authority
Financial Plan for Fiscal Year 2027
Stillwater, Oklahoma

	SUA Operating	Electric Rate Stabilization Fund	Water Fund	Wastewater Fund	Water Tie-on Fund	Water Capital Fund	Wastewater Capital Fund	Waste Management Fund	Water Reserve Fund	Wastewater Reserve Fund	Waste Mgmt Reserve Fund	Water 2017 Debt Fund	Wastewater 2023 Debt Fund	Water 2024 Debt Fund	Wtr/Wwtr FAP Debt Fund	Total Combined Funds
Resources and Transfers																
Beginning Balance	\$7,167,478	\$26,033,301	\$31,482,000	\$26,061,800	\$1,060,964	\$79,542	\$31,601	\$1,761,695	\$11,000,000	\$7,000,000	\$1,000,000	\$0	\$0	\$0	\$94,665,342	\$207,343,723
Electric	61,506,900	4,700,000														66,206,900
Water			22,720,000		34,000											22,754,000
Wastewater				9,205,000												9,205,000
Waste Management								9,158,000								9,158,000
Customer Service	475,455		393,480	344,295				426,270								1,639,500
Interest	432,310	40,000	1,251,070	737,470				127,150								2,588,000
Transfers In	10,625,000	4,750,000														15,375,000
Total Resources and Transfers	80,207,143	35,523,301	55,846,550	36,348,565	1,094,964	79,542	31,601	11,473,115	11,000,000	7,000,000	1,000,000	0	0	0	94,665,342	334,270,123
Expenses and Transfers																
Administration																
Operating	1,668,405															1,668,405
Capital																0
Debt																0
SUA Overhead Allocation	(867,500)															(867,500)
Utility & Billing Services																
Operating	1,526,291															1,526,291
Capital																0
Debt																0
SUA Overhead Allocation	(1,526,291)															(1,526,291)
Electric																
Operating	46,548,831															46,548,831
Capital		900,000														900,000
Debt		3,929,010														3,929,010
SUA Overhead Allocation	1,205,736															1,205,736
Water																
Operating			8,666,274													8,666,274
Capital			300,000													300,000
Debt			10,340,827													10,340,827
SUA Overhead Allocation			747,464													747,464
Wastewater																
Operating				3,687,245												3,687,245
Capital																0
Debt				853,091												853,091
SUA Overhead Allocation				325,685												325,685
Waste Management																
Operating								4,904,703								4,904,703
Capital																0

Stillwater Utilities Authority
Financial Plan for Fiscal Year 2027
Stillwater, Oklahoma

	SUA Operating	Electric Rate Stabilization Fund	Water Fund	Wastewater Fund	Water Tie-on Fund	Water Capital Fund	Wastewater Capital Fund	Waste Management Fund	Water Reserve Fund	Wastewater Reserve Fund	Waste Mgmt Reserve Fund	Water 2017 Debt Fund	Wastewater 2023 Debt Fund	Water 2024 Debt Fund	Wtr/Wwtr FAP Debt Fund	Total Combined Funds
Debt								2,899,314								2,899,314
SUA Overhead Allocation								529,613								529,613
Fleet																
Operating	898,662															898,662
Capital																0
Debt																0
SUA Overhead Allocation	(414,707)															(414,707)
City Overhead Allocation	(483,955)															(483,955)
Transfers Out	27,796,302		1,019,373	504,084				1,973,633								31,293,392
Total Expenses and Transfers	76,351,774	4,829,010	21,073,938	5,370,105	0	0	0	10,307,263	0	0	0	0	0	0	0	117,932,090
Ending Balance	\$3,855,369	\$30,694,291	\$34,772,612	\$30,978,460	\$1,094,964	\$79,542	\$31,601	\$1,165,852	\$11,000,000	\$7,000,000	\$1,000,000	\$0	\$0	\$0	\$94,665,342	\$216,338,033
Restricted/Internally Designated	\$3,791,719	\$30,694,291	\$34,772,612	\$30,978,460	\$1,094,964	\$79,542	\$31,601	\$1,165,852	\$11,000,000	\$7,000,000	\$1,000,000	\$0	\$0	\$0	\$94,665,342	\$216,274,383
Unrestricted	63,650	0	0	0	0	0	0	0	0	0	0	0	0	0	0	63,650
Total	\$3,855,369	\$30,694,291	\$34,772,612	\$30,978,460	\$1,094,964	\$79,542	\$31,601	\$1,165,852	\$11,000,000	\$7,000,000	\$1,000,000	\$0	\$0	\$0	\$94,665,342	\$216,338,033

Stillwater Economic Development Authority
Financial Plan for Fiscal Year 2027
Stillwater, Oklahoma

	General Operating Fund	Business Improvement District #1 Fund	Destination Marketing Fund	Tax Increment Financing District #1 Fund	Tax Increment Financing #3 Series A Repayment Fund	Tax Increment Financing District #4 Fund	Tax Increment Financing #3 Downtown/Campus Link Fund	Tax Increment Financing District #5 Fund	Visitor Amenities Fund	Total Combined Funds
<u>Resources and Transfers</u>										
Beginning Balance	\$1,656	\$0	\$684,077	\$0	\$98,697	\$0	\$1,440,974	\$60,964	\$509,650	\$2,796,018
Interest	0	0	0	0	0	0	0	245,000	0	\$245,000
Transfers In	357,994	0	1,400,000	450,000	0	0	685,000	114,036	600,000	\$3,607,030
Total Resources and Transfers	359,650	0	2,084,077	450,000	98,697	0	2,125,974	420,000	1,109,650	6,648,048
<u>Expenses and Transfers</u>										
Operating	359,650	0	1,260,000	450,000	0	0	1,268,250	0	0	\$3,337,900
Capital	0	0	0	0	0	0	0	0	0	\$0
Debt	0	0	0	0	0	0	0	420,000	0	\$420,000
Transfers Out	0	0	0	0	0	0	0	0	0	\$0
Total Expenses and Transfers	359,650	0	1,260,000	450,000	0	0	1,268,250	420,000	0	3,757,900
Ending Balance	\$0	\$0	\$824,077	\$0	\$98,697	\$0	\$857,724	\$0	\$1,109,650	\$2,890,148

**City of Stillwater
General Fund Budget Analysis**

Source of Funds	FY27 Proposed	FY26 Adopted
Cash on Hand	\$ -	\$ -
Sales Tax - 2 cent General Fund portion ¹	21,250,000	20,000,000
Use Tax	5,700,000	4,600,000
Other Taxes	2,005,500	2,084,000
Fines and Forfeits	735,000	746,000
Fees and Rentals	407,336	424,000
Licenses and Permits	330,500	338,000
Grants	0	50,000
Intrdepartment cost allocations	2,344,611	2,060,621
Other	294,000	267,542
Total Sources of Funds	33,066,947	30,570,163
Use of Funds (by department)		
Departments mandated by State Law		
City Manager's Office	1,029,037	1,052,727
Finance	858,194	1,181,293
Financial Services	736,596	336,341
City Attorney's Office	763,838	744,020
Police	14,018,666	14,322,311
Fire	9,491,343	9,441,563
Total	26,897,674	27,078,255
Departments mandated by City Charter		
General Government	448,261	274,466
General Government - Insurance	8,355,848	8,594,363
Library	1,323,120	1,330,646
Total	10,127,229	10,199,475
Departments mandated by City Ordinance		
Development Services	943,910	1,467,307
Building & Fire Codes	494,777	0
Parks & Community Resources	2,293,751	1,582,724
Engineering	770,718	987,032
Public Works	2,420,938	2,935,315
Total	6,924,094	6,972,378
Support Departments		
Communications	504,472	456,032
Human Resources	536,502	538,282
Information Technology	2,148,314	2,476,249
Facilities Maintenance	438,722	437,645
Emergency Management	438,006	462,254
Animal Welfare	414,176	415,389
Total	4,480,192	4,785,851
Elective Services		
Sister Cities	4,740	4,740
Prairie Arts	6,000	6,000
Community Center	345,948	353,462
Golf	123,444	120,000
Home Buyers Assistance	75,000	60,556
American Airlines MRG	1,000,000	1,733,000
Contingency Funds	2,425,000	625,000
GF Capital	500,000	150,823
Transfer of ST to North Stillwater TIF	450,000	165,000
Transfer to Airport	1,727,207	1,636,079
Transfer to SEDA	357,994	360,911
Total	7,015,333	5,215,571
Total Use of Funds	55,444,522	54,251,530
Transfer from SUA Needed to Balance the General Fund	\$ (22,377,575)	\$ (23,681,367)

¹ dedicated sales tax to SUA and Transportation not included

FY27 PROPOSED BUDGET

APRIL 20, 2026

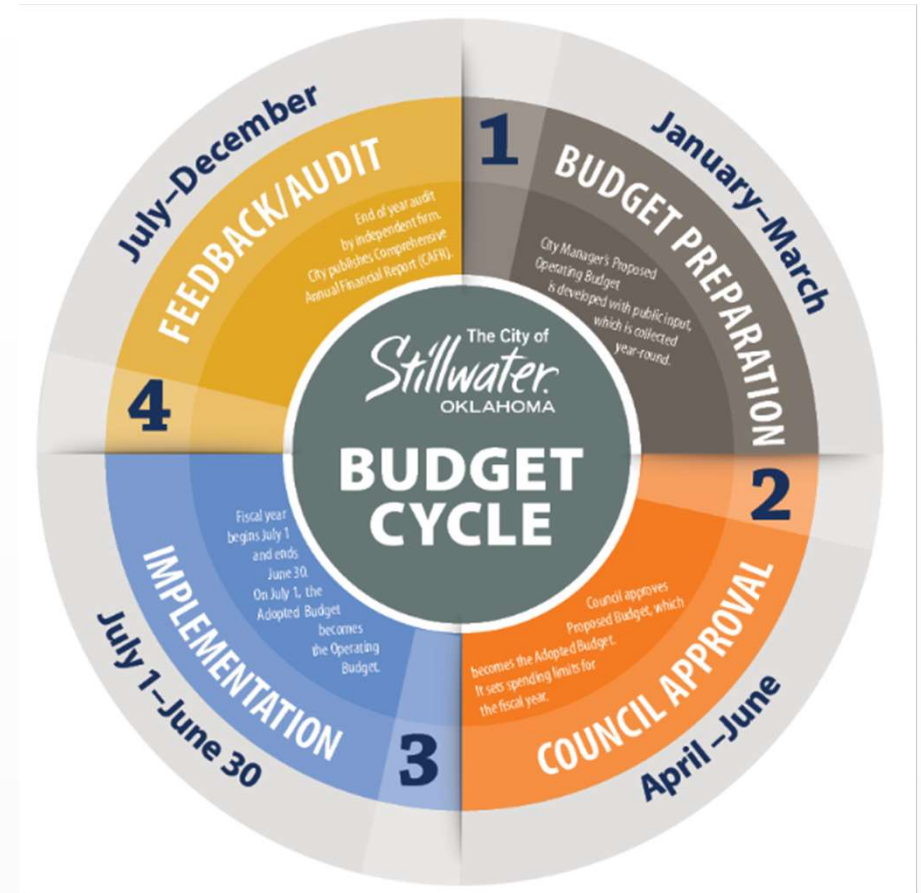
JARED THULIN – DEPUTY CFO
SETH HUGHES - BUDGET MANAGER

Proposed Budget Overview

- Budget Approach
- Revenue Overview
- Expenditures Overview
- Positive Budget Outcomes

Budget Timeline

- April 20
 - City Council Presentation
- May 18
 - Public Hearing
- June 1
 - Budget Adoption
- July 1
 - Start of FY27



Priority-Driven City Management

Mission

- ◎ To build a vibrant community for all people through strong infrastructure, effective services, and quality-of-life priorities

3 Core Pillars

- ◎ Quality of Life
- ◎ Effective Services
- ◎ Strong Infrastructure

BE COMMUNITY MINDED

Stillwater OKLAHOMA

Budget Approach

- ⦿ Ensure budget aligns with City priorities
- ⦿ Evaluate projected revenues and debt service requirements
- ⦿ Departments were provided a target allocation
- ⦿ Evaluate efficiencies in their operations
 - This includes materials, service contracts, or personnel
 - All departments submitted a budget within the target

Revenue Overview

- Revenue by Fund Type
- Revenue by Source
- Revenue Composition

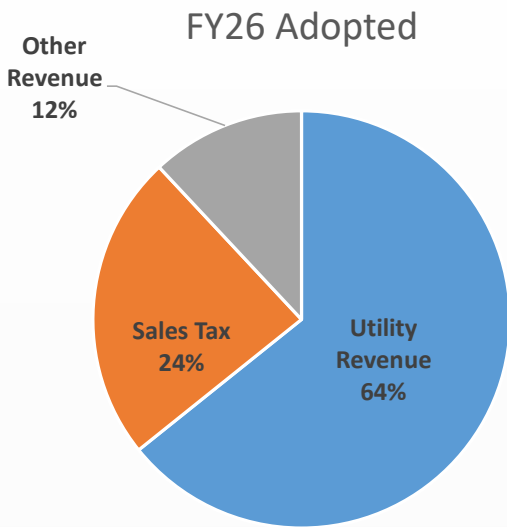
Revenue by Fund Type (in Millions)

*Transfers Excluded

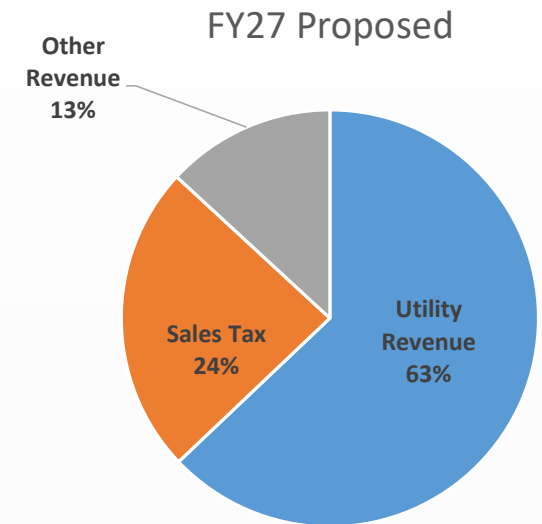
	FY26 ADOPTED	FY27 PROPOSED
GENERAL FUND	\$38.5	\$42.3
OTHER GOVERNMENT FUNDS	\$17.7	\$19.5
AIRPORT FUND	\$3.7	\$3.8
SEDA FUNDS	\$0.2	\$0.2
SUA FUNDS	\$108.0	\$111.6
TOTAL	\$168.1	\$177.4

Revenue by Source (in Millions)

*Transfers Excluded



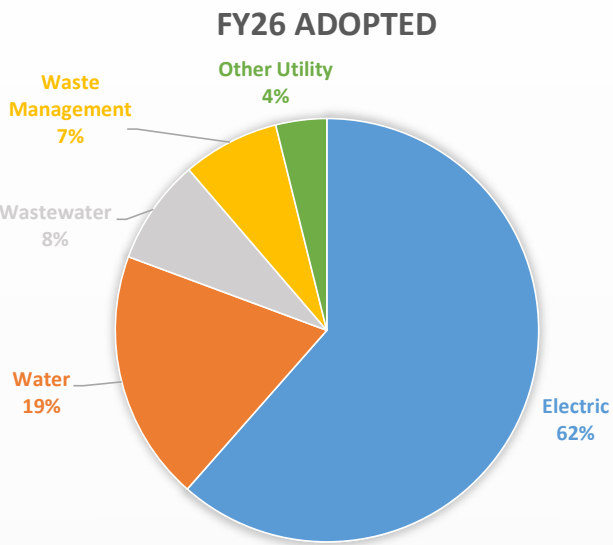
FY26 Adopted	Revenue Source	FY27 Proposed
\$108.0	Utility Revenue	\$111.6
\$40.0	Sales Tax ¹	\$42.5
\$20.1	Other Revenue Sources	\$23.3
\$168.1	Total	\$177.4



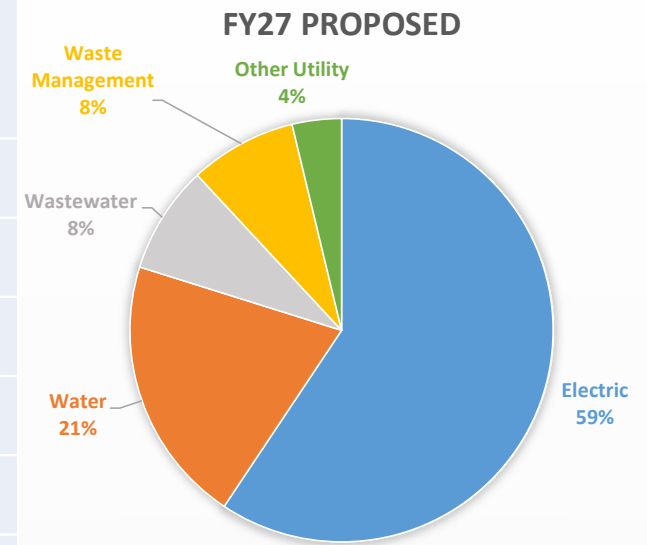
¹ 50% of Sales Tax collected is Designated/Restricted Use

Utility Revenue Composition (in Millions)

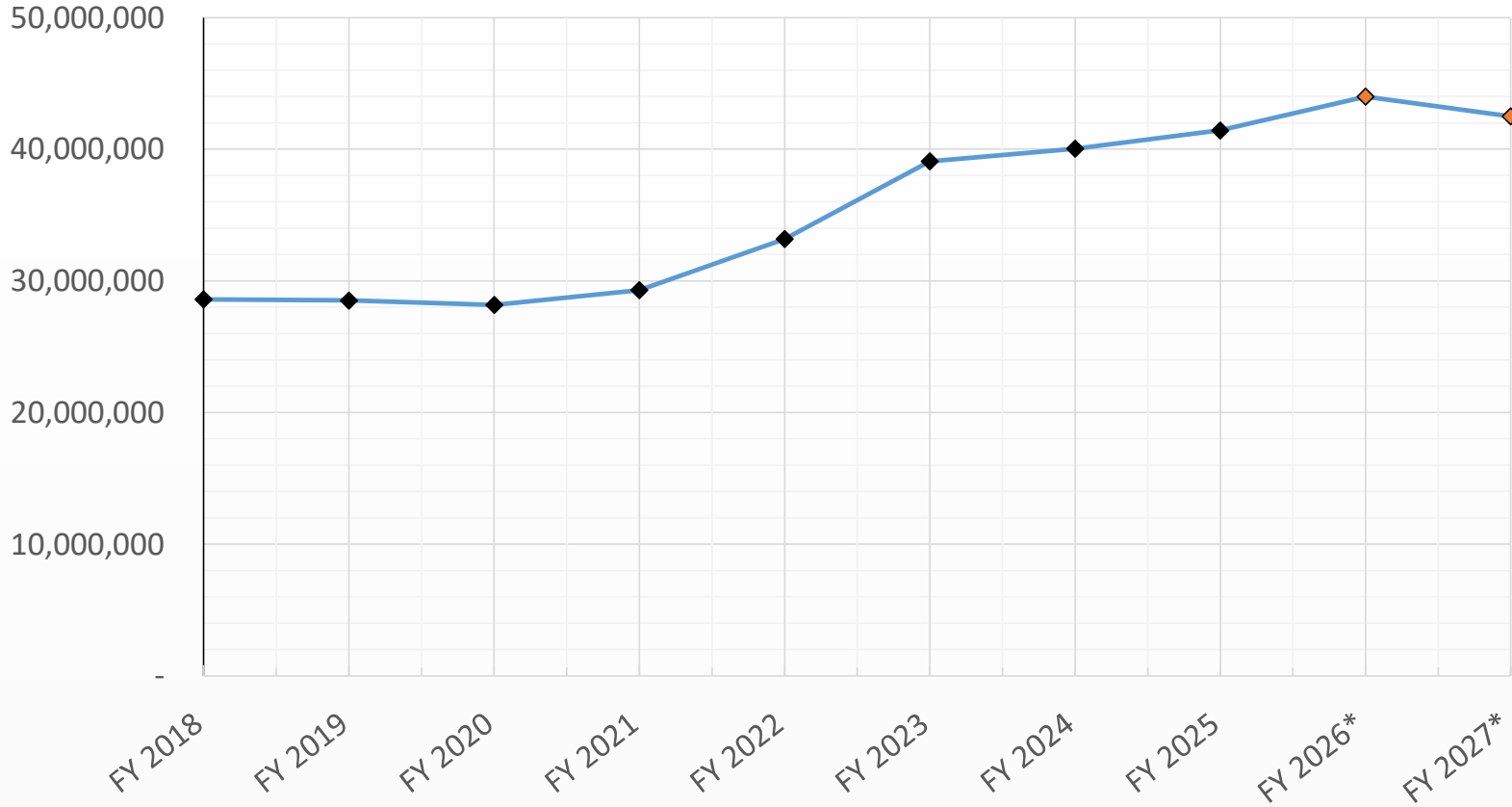
*Transfers Excluded



FY26 Adopted	Revenue Source	FY27 Proposed
\$66.4	Electric	\$66.2
\$20.7	Water	\$22.8
\$8.7	Wastewater	\$9.2
\$8.0	Waste Mgmt.	\$9.2
\$4.2	Other Utility	\$4.2
\$108.0	Total	\$111.6



Total Sales Tax by Fiscal Year



*FY26 & FY27 Projected Values

Other Revenue Sources (in Millions)

*Transfers Excluded

FY26 Adopted	Revenue Source	FY27 Proposed
\$6.0	Other Tax	\$6.8
\$4.6	Use Tax	\$5.7
\$3.0	All Other Revenue	\$4.3
\$3.8	Airport	\$3.8
\$1.4	Self-Insurance Premiums	\$1.3
\$1.3	Interest	\$1.4
\$20.1	Total	\$23.3

Expenditures Overview

- ⦿ Expenditure by Fund Type
- ⦿ Expenditure by Category
- ⦿ Expenditure by Function

Expenditure by Fund Type (in Millions)

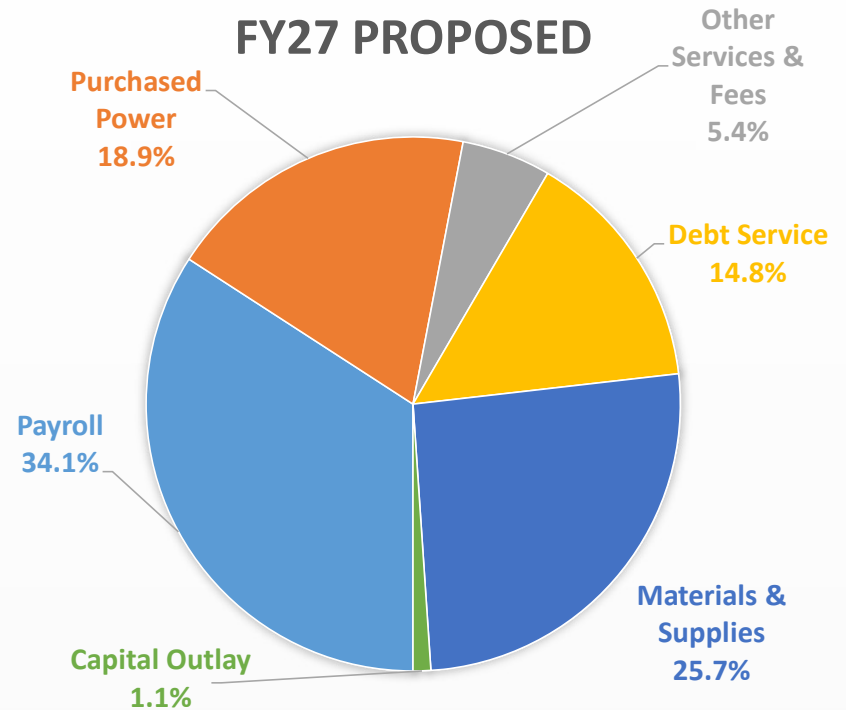
*Transfers Excluded

	FY26 ADOPTED	FY27 PROPOSED
GENERAL FUND	\$43.3	\$45.0
OTHER GOVERNMENT FUNDS	\$18.5	\$20.4
AIRPORT FUND	\$5.1	\$5.1
SEDA FUNDS	\$3.5	\$3.8
SUA FUNDS	\$78.0	\$84.6
TOTAL	\$148.4	\$158.9

Expenditure by Category (in Millions)

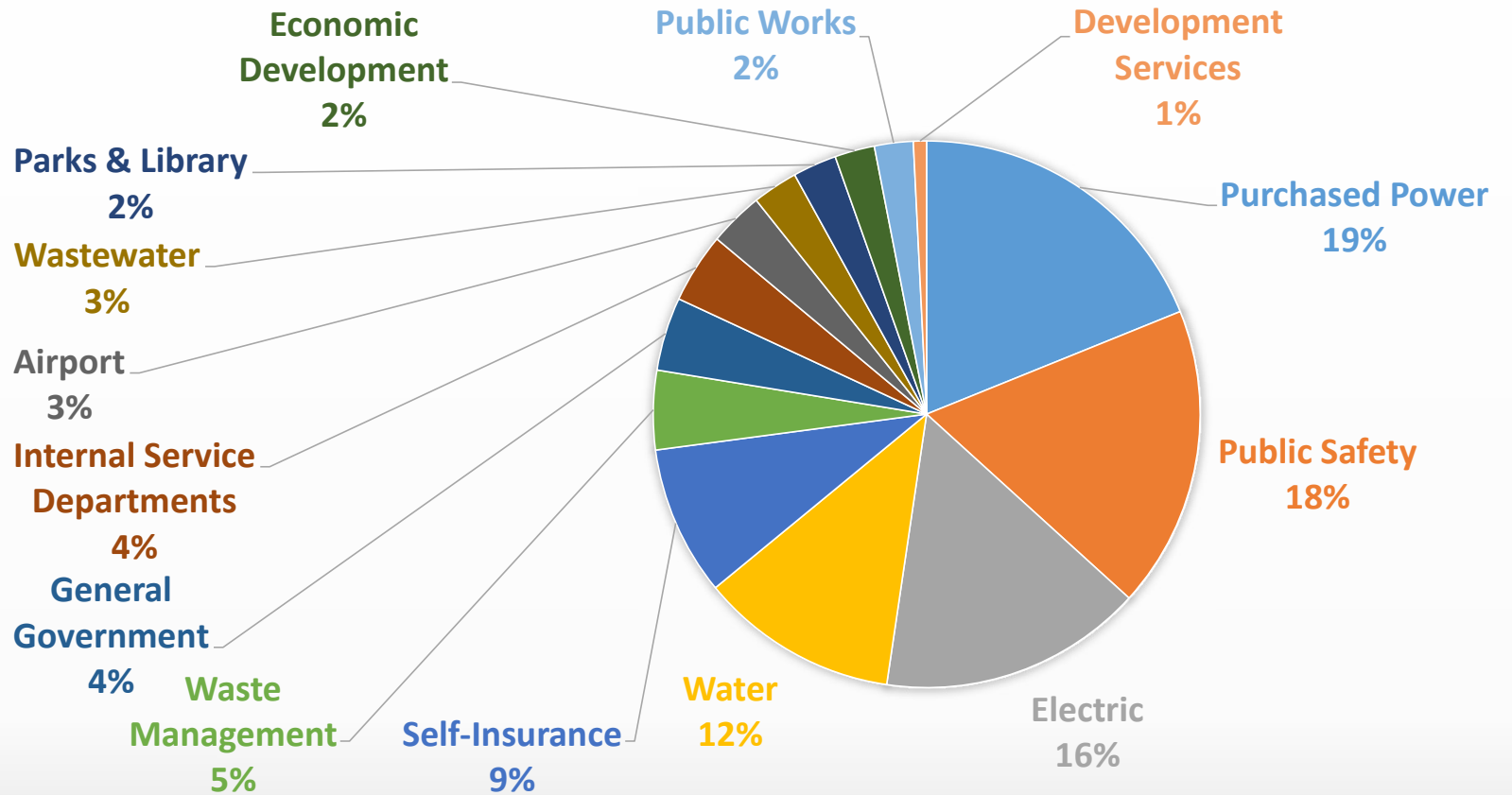
*Transfers Excluded

	Adopted FY26	Proposed FY27
Payroll	\$53.6	\$54.2
Purchased Power	\$30.0	\$30.0
Other Services & Fees	\$7.9	\$8.6
Debt Service	\$15.5	\$23.5
Materials & Supplies	\$40.5	\$40.9
Capital Outlay	\$0.9	\$1.7
Total	\$148.4	\$158.9



Expenditure by Function (in Millions)

*Transfers Excluded



Total = \$158.9M

Stillwater OKLAHOMA

FY27 Projected Net Income (in millions)

	Unrestricted General Fund	Unrestricted SUA Operating Fund	Restricted/ Designated Funds	Total
Revenue	\$42.3	\$62.4	\$72.7	\$177.4
Expenses	-\$45.0	-\$47.9	-\$66.0	-\$158.9
Indirect Costs	\$2.3	-\$0.7	-\$1.6	\$0.0
Transfers In	\$22.4	\$10.6	\$24.0	\$57.0
Transfers Out	-\$22.0	-\$27.8	-\$7.2	-\$57.0
Net Income	\$0.0	-\$3.4	\$21.9	\$18.5

Emergency Reserve Funds (in millions)

	Target	Balance
Electric^{1 2}	\$15.0	\$10.0
Water^{1 2}	\$11.0	\$8.2
Wastewater^{1 2}	\$7.0	\$5.3
General Fund	\$11.0	\$11.0
Airport	\$3.0	\$0.0
Waste Management	\$1.0	\$1.0
Self-Insurance Fund	\$1.0	\$1.0
Total	\$49.0	\$36.5

¹Provided \$1.6M for direct debt obligations of the city for which an ad valorem tax may be levied. Will be repaid over 3 years at statutory interest rate.

²Balance of upfront financing for TIF projects is \$7.9M; repayment over 20 years at 1.75% interest

Positive Budget Outcomes

- Maintained all Service Levels in All Departments
- Committed for \$500K in new Vehicle Purchases
- Committed for \$250K in Software Upgrades
- Increased Contingency Amounts
- Ongoing Commitment to Seek Operational Efficiencies

Questions?

RESOLUTION OF THE CITY OF STILLWATER, OKLAHOMA

RESOLUTION NO. CC- 2026-7

April 20, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STILLWATER TO APPROVE PARTICIPATION IN SETTLEMENTS WITH ASSOCIATED PHARMACIES, INC., JM SMITH CORPORATION, LOUISIANA WHOLESALE DRUG COMPANY, MORRIS AND DICKSON CO., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC. AND UNITED NATURAL FOODS, INC. AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE REMNANT DEFENDANTS' COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM CONTAINED IN THE REMNANT DEFENDANTS' SETTLEMENT AGREEMENT AS EXHIBIT G AND TO TAKE ALL ACTIONS REQUIRED TO EFFECT THE SETTLEMENTS

WHEREAS, pharmaceutical opioids have harmed the City of Stillwater, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including by small generic opioid manufacturers.

WHEREAS, City of Stillwater, Oklahoma, filed suit to address and seek recovery for the harms cause to it and its citizens.

WHEREAS, six opioid manufacturers and/or distributors, Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (collectively "Settling Remnant Defendants"), have agreed to settle the claims of certain subdivisions in the Remnant Defendants Settlement Agreement dated February 23, 2026.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Stillwater, Oklahoma hereby elects to, and approves, its participation in the Remnant Defendant Settlement Agreement, and authorizes its Mayor, City Manager, or other authorized designee, to execute the Remnant Defendants' Combined Subdivision Participation and Release Form contained in the Remnant Defendants' Settlement Agreement as Exhibit G, which participation and release form may be executed in the DocuSign platform.

THEREFORE, BE IT FURTHER RESOLVED that the City of Stillwater, Oklahoma, further authorizes its Mayor, City Manager and legal counsel to take all actions required by the Remnant Defendants Settlement Agreement to effectuate the Remnant Defendants Settlement Agreement for the benefit of City of Stillwater, Oklahoma, including executing any documents required to finalize the participation of City of Stillwater in the Remnant Defendants Settlement Agreement.

The City of Stillwater, Oklahoma adopts the above Resolution on the 20th day of April, 2026.

CITY OF STILLWATER, OKLAHOMA

William H. Joyce, Mayor

ATTEST:

Teresa Kadavy, City Clerk

APPROVED:

Kimberly Carnley, City Attorney

RESOLUTION NO. CC-2026-8

A RESOLUTION OF THE STILLWATER CITY COUNCIL AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the governing body of City of Stillwater, Oklahoma ("Lessee") has determined that a true and very real need exists for the equipment (the "Equipment") described in the Equipment Lease/Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented to this meeting; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The City Manager is hereby authorized and directed to execute, acknowledge and deliver the Agreement to the Lessor.

Section 3. The City Manager of the City of Stillwater is hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, schedules, UCC financing statements and other documents issued under the provisions of the Agreement and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

PASSED AND ADOPTED THIS 20th DAY OF APRIL 2026.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF APRIL 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

EQUIPMENT LEASE/PURCHASE AGREEMENT
Lease No. 714220-001

LESSOR: BOK Financial Public Finance, Inc. P.O. Box 2300 Tulsa, OK 74172 ATTN: _____ Phone: _____	LESSEE: City of Stillwater, Oklahoma 723 S Lewis St Stillwater, OK 74074-4652 ATTN: Brandy Moore Phone: (405) 742-8355 Lessee's Legal Business Form: Municipality Lessee's State of Formation: OK
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THIS EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of April 10, 2026 and entered into between BOK Financial Public Finance, Inc. ("Lessor"), and City of Stillwater, Oklahoma ("Lessee").

RECITALS

A. Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.

B. This Agreement shall consist of this Equipment Lease/Purchase Agreement, together with all riders, exhibits and schedules attached hereto and one or more Acceptance Certificates

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.01. In consideration of: (a) the agreement by Lessor to lease the Equipment to Lessee; and (b) the agreement by Lessee to lease the Equipment from Lessor, the parties hereto do ratify and affirm this Agreement for the remainder of this Fiscal Year (as defined below).

Section 1.02. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such; (b) Lessee is authorized under the Constitution and laws of the State of Oklahoma (the "State") to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement, and all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder; (e) Lessee shall cause to be executed and delivered to Lessor an opinion of counsel, an incumbency certificate and such other documents as counsel for Lessor and Lessee agree are reasonably required in order to carry out the intent and purpose of this Agreement, and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder; (f) the execution, delivery and performance of this Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound; (g) there are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder; and (h) the Equipment is, and shall remain during the term of this Agreement (the "Term") personal property.

ARTICLE II
DEFINITIONS; IMPLEMENTATION

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acceptance Certificate" is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee.

"Amortization Schedule" means the document substantially in the form attached which shall set forth the terms and provisions of Lessee's payment obligation with respect to the Equipment.

"Commencement Date" is the date when the Lessee delivers an executed Acceptance Certificate to Lessor or the date when Lessor deposits the anticipated acquisition price of the Equipment.

"Equipment" means the personal property consisting of equipment described in Exhibit A and one or more Acceptance Certificates executed by Lessee and delivered to Lessor pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

"Purchase Price" means the full remaining balance of Rental Payments, including the interest component for all payments, and all other sums required to be paid hereunder as of the date of determination thereof.

"Rental Payments" mean payments due under this Agreement, as more specifically set forth in Article V hereof.

Section 2.02. Implementation of Escrow Funded Transaction. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (a) an Amortization Schedule; (b) an Escrow Agreement; and (c) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto. Should the Escrow be funded subsequent to the commencement of interest on the Agreement, Lessor shall deposit into the Escrow an amount equal to the accrued interest on the Agreement on the date of the funding of the Escrow.

Section 2.03. Implementation of Non-Escrow Funded Transactions. Non-escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor, upon acceptance of the Equipment, an Acceptance Certificate and an Amortization Schedule.

ARTICLE III
TERM

Section 3.01. Term of Agreement. This Agreement shall be effective upon approval by the City Council of the Lessee and execution hereof by both parties, and shall remain in effect until April 1, 2031 and thereafter, upon mutual ratification, unless earlier terminated pursuant to the provisions of Section 3.02, below.

Section 3.02. Termination of Term. This Agreement will terminate upon the earliest of any of the following events:

(a) the end of the fiscal year of Lessee ("Fiscal Year") during which an Event of Nonappropriation (as defined in Section 5.06 below) occurs;

(b) Lessee's purchase of the Equipment under the provisions of Article VIII or X of this Agreement;

(c) a default by Lessee and Lessor's election to terminate this Agreement under Article XII; or

(d) the payment by Lessee of all Rental Payments, including all scheduled interest, and all other sums required to be paid by Lessee hereunder.

ARTICLE IV
ENJOYMENT OF EQUIPMENT

Section 4.01. So long as Lessee is not in default hereunder hereunder and no Event of Nonappropriation (as defined below) has occurred, as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use, and enjoy the Equipment, without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right

at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V

RENTAL PAYMENTS

Section 5.01. Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments.

Section 5.02. Interest and Principal Components. As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.

Section 5.03. Rental Payments to be Unconditional. The obligation of Lessee to make payment of the Rental Payments required under this Article V and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any vendor or the manufacturer of the Equipment (the "Vendor") or any other person, or any defects, breakdowns or malfunctions in the Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set-off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.

Section 5.04. Appropriations. (a) Lessee, by entering into this Agreement, acknowledges its current intention to make all payments due under this Agreement during its current Fiscal Year on the dates such payments are then due, but does not commit to a legal or other obligation to make other payments due under this Agreement or to incur any liability or debt beyond the revenue and income provided during its then current Fiscal Year. The liability and obligations of Lessee during each Fiscal Year and remedies of Lessor will be limited to recovery only of funds appropriated for payments for such Fiscal Year. (b) Lessee agrees (i) that the governing body of Lessee shall, for each ensuing Fiscal Year in which the payments are scheduled to be made, to the extent funds have been appropriated for such Fiscal Year, make all such payments as and when due; and (ii) that if sufficient funds are appropriated and budgeted for the next Fiscal Year for the lease of the Equipment (or purchase thereof as provided herein, as applicable), then this Agreement will continue during such Fiscal Year.

Section 5.05. Funding Intent. Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments and other payments during the term of this Agreement. Lessee affirms that funds to pay Rental Payments and other payments under this Agreement are available for Lessee's current Fiscal Year. Lessee and Lessor agree that Lessee's obligation to make Rental Payments under this Agreement will be Lessee's current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Lessee's general tax revenues, funds or moneys.

Section 5.06. Nonappropriation. If, during a Fiscal Year (the "Current Fiscal Year") the governing body of Lessee fails to specifically include in its proposed budget or related documents, or to appropriate sufficient funds to make the Rental Payments and other amounts due under this Agreement in the next succeeding Fiscal Year with regard to any specific Item of Equipment, then Lessee will immediately (but in no event later than 90 days prior to the end of the Current Fiscal Year) notify Lessor or its assignee of such occurrence. In such event, an event of nonappropriation ("Event of Nonappropriation") will be deemed to have occurred, and this Agreement will be terminated as it applies to any and all item or items of Equipment to which such Event of Nonappropriation applies at the end of the Current Fiscal Year, whereupon Lessee will be obligated to pay all amounts then due under this Agreement subject to the provisions herein. At the end of the Current Fiscal Year, Lessor will have the right to take possession of such item of Equipment and title to such item of Equipment shall vest in Lessor, and all rights of Lessee in and to such item of Equipment including rights to possession, shall terminate. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate Lessee or create a debt of Lessee beyond its Current Fiscal Year. If Lessee makes all payments due under this Agreement through the end of the Current Fiscal Year and returns possession of the Equipment as provided in Section 6.06, then Lessee will have no further liability under this Agreement as it relates to the specific item of Equipment as to which such Act of Nonappropriation has occurred and the item of Equipment has been surrendered to Lessor.

ARTICLE VI
TITLE TO EQUIPMENT: SECURITY INTEREST

Section 6.01. Title to the Equipment. Lessor hereby consents to and authorizes the vehicles subject to this Lease to be titled and registered in the name of Lessee. Notwithstanding such titling, the parties acknowledge and agree that (a) this Lease constitutes a true lease and not a sale or security agreement, (b) Lessor retains all ownership interest as provided herein, and (c) Lessee's rights in the vehicles are limited to those expressly set forth in this Lease. Immediately upon the occurrence of an event of default by Lessee hereunder or the termination of this Agreement under Section 3.02(a) or (c), Lessee will surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 6.06 and the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without any further action by the parties.

Section 6.02. Lessor's Interest in Equipment. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, as Lessor deems necessary or appropriate to give notice of Lessor's ownership of and interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is, and shall at all times remain, personal property.

Section 6.04. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, or any Escrow Fund established pursuant to the Agreement.

Section 6.05. Security Interest. To secure payment of all amounts due under this Agreement and to secure the performance and observance by Lessee of all the covenants expressed or implied herein, Lessee hereby grants a purchase money security interest in the Equipment to Lessor in accordance with the Uniform Commercial Code or other applicable code of the State, said security interest to also cover all of Purchaser's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in and to any and all the following: (i) future replacements, betterments, substitutions and additions to any of the Equipment; (ii) rentals, deposits, and other sums as may become due Lessee as lessor under any and all leases of any Equipment, whether written or oral; (iii) purchase contracts or similar agreements (and all rights of Purchaser thereunder) executed by Purchaser and any other individual or entity pursuant to the terms of which such individual or entity has contracted to purchase from Lessee the Equipment or any part thereof; and (iv) proceeds of the Equipment or any of the foregoing, including, without limitation, all condemnation or insurance proceeds arising out of or with respect to the Equipment or any of the foregoing.

Section 6.06. Return of Equipment. In the event of termination of this Agreement, Lessee shall deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof.

ARTICLE VII
MAINTENANCE; INSURANCE; MODIFICATIONS; LOCATION

Section 7.01. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

Section 7.02. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Term, Lessee will, at its own cost and expense, preserve and keep the Equipment in good repair, working order and condition, reasonable wear and tear excepted. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements in order to meet the foregoing standard. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.

Section 7.03. Other Governmental Charges and Utility Charges. Lessee agrees to pay all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.

Section 7.04. Insurance. Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment to protect Lessee and Lessor from liability. Lessee shall not be required to increase its liability insurance coverage under existing insurance policies. All insurance proceeds from

casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor. Lessee shall carry worker's compensation insurance covering all employees working on, in, near, or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment to carry such coverage throughout the Term. All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insureds, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days' prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Section 7.04 shall be applied as provided in Section 8.01 hereof.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair or operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of twelve percent (12%) per annum.

Section 7.05. Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change in that location.

Section 7.06. Modifications. Without the prior written consent of Lessor, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Damage, Destruction and Condemnation. If prior to the termination of the Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessor for application against the Purchase Price. In the event of total destruction of or damage to the Equipment, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price applicable for the next succeeding Rental Payment due date, as set forth on the Schedule of Payments, plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment. For purposes of Section 7.04 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

ARTICLE IX DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES USE OF THE EQUIPMENT

Section 9.01. Disclaimer of Warranties. LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall

Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to time whatever claims and rights which Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatsoever. Lessee's sole remedy for the breach of a warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

ARTICLE X CONSUMMATION OF PURCHASE

Section 10.01. Consummation of Purchase. At the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate:

(a) at the end of the Term, upon payment in full of all Rental Payments due hereunder and all other sums required to be paid hereunder; or

(b) on any date after thirty (30) days' advance notice, upon payment by Lessee, or upon payment by any purchaser authorized and directed by Lessee to acquire the Equipment, of the full remaining balance of Rental Payments, including the interest component for all payments, and all other sums required to be paid hereunder.

Upon the occurrence of either of the above, Lessor shall permanently transfer to Lessee in full all of Lessor's remaining right, title and interest in and to the Equipment and to any Vendor's warranties which may be applicable thereto, free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances but without other warranties.

ARTICLE XI ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 11.01. Assignment by Lessor. This Agreement, Lessor's interest in the Equipment and right of Lessor to receive payments hereunder may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. However, no assignment or reassignment of any of Lessor's right, title or interest in this Agreement or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment. Upon receipt of the notice described above, Lessee agrees to make all payments to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

Section 11.02. Assignment and Subleasing by Lessee. Lessee may assign the option to purchase the Equipment as provided in Section 10.01, above. This Agreement and the interest of Lessee in the Equipment may not otherwise be sold, leased, pledged, assigned or otherwise encumbered by Lessee for any reason without the express prior written consent of Lessor.

Section 11.03. Covenants. Lessee agrees, to the extent permitted by applicable law, and in a manner to be determined solely by Lessee, to assist Lessor in the defense by Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest, arising out of or as the result of the Equipment, including the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, unless the loss shall have been caused by the acts or omissions of Lessor, its officers, employees or agents.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time and manner specified herein; or

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder for a period of thirty (30) days after written notice to Lessee by Lessor specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or

(c) Any certificate, statement, representation, warranty or audit contained herein or heretofore or hereafter furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or

(d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws.

Section 12.02. Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Terminate this Agreement, retake possession of the Equipment and sell, lease or sublease it, or any item thereof for the account of Lessor, holding Lessee liable for all payments and charges due up to the effective date of such termination.

(b) Require Lessee to deliver the Equipment to Lessor at the point of origin or any other reasonable location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.02 hereof; or

(c) Take whatever other action at law or in equity that may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII
TAX PROVISIONS

Section 13.01. [SECTION INTENTIONALLY DELETED].

ARTICLE XIV
MISCELLANEOUS

Section 14.01. Miscellaneous. The following miscellaneous provisions are an integral part of this Agreement:

(a) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof;

(b) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, Lessor and Lessee and their respective successors and assigns;

(c) Severability/Survival. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligations of Lessee under Sections 7.03 and 11.03 which accrue during the term shall survive termination of this Agreement;

(d) Amendments, Changes and Modifications. This Agreement may be amended only by written agreement of Lessor and Lessee;

(e) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument;

(f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma;

(g) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement;

(h) Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any term, covenant or agreement herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or agreement herein;

(i) Entire Agreement. This Agreement, together with the documents attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties;

(j) Time. Time is of the essence of this Agreement.

(k) Usury. Notwithstanding anything contained in this Agreement to the contrary, in no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith that constitute interest on this Agreement under applicable law, result in a net effective interest rate in excess of that allowable under applicable law. The amounts of such interest or other charges previously paid to Lessor in excess of the amounts permitted by the preceding sentence shall be applied by Lessor to reduce the principal of the indebtedness incurred by Purchaser pursuant to this Agreement, or, at the option of Lessor, be refunded. To the extent permitted by applicable law then in effect, determination of the maximum net effective interest rate shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of this Agreement and such indebtedness, all interest at any time contracted for, charged or received from Purchaser hereof in connection with the indebtedness evidenced hereby, so that the actual rate of interest on such indebtedness is uniform throughout the term hereof. Interest on the unpaid amounts under this Agreement shall be computed as simple interest.

Section 14.02. Reporting Requirements. During the term of this Agreement, Lessee shall furnish Lender with the following:

Annual Business Financial Statements. As soon as available but in no event later than one hundred eighty (180) days after the end of each fiscal year, annual financial statements, including a balance sheet and profit and loss statement for the period ended, audited by a certified public accountant satisfactory to Lender.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

LESSOR:
BOK Financial Public Finance, Inc.

By: _____

Name: _____

Title: _____

ATTEST

LESSEE:
City of Stillwater, Oklahoma

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Pierce Enforcer 110' Ascendant Single-Axle Heavy-Duty Steel Aerial Platform Fire Apparatus, manufactured by Pierce Manufacturing, Inc., VIN #4P1BAAFF5PA025589 including all equipment, attachments, accessories, additions, replacements, and proceeds thereof.

EQUIPMENT LOCATION

1510 S Main St
Payne County
Stillwater, OK 74074-7931

AMORTIZATION SCHEDULE

Name of Lessee: City of Stillwater, Oklahoma
Name of Lessor: BOK Financial Public Finance, Inc.
Principal Amount of Lease: \$1,385,246.40
Interest Rate on Lease: 4.50%
Payments: Monthly in Arrears
Payment Amount: \$25,797.63
Interest Start Date: April 10, 2026

SEE ATTACHED AMORTIZATION SCHEDULE

LESSOR'S ACCEPTANCE:
BOK Financial Public Finance, Inc.

LESSEE'S ACCEPTANCE:
City of Stillwater, Oklahoma

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE OF PAYMENTS

Pertaining to that certain Equipment Lease/Purchase Agreement dated April 10, 2026 (the "Agreement") in the amount of 1,385,246.40, between BOK Financial Public Finance, Inc. ("Lessor") and City of Stillwater, Oklahoma ("Lessee"). All terms not defined herein have their meanings described in the Agreement.

A. RENTAL PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS. The Rental Payments required under the Agreement for the Equipment described in the attached Description of Equipment shall be as set forth in the Amortization Schedule attached hereto. A portion of each Rental Payment is paid as and represents payment of interest as set forth in such Amortization Schedule. Lessee agrees to and shall pay all transportation and/or delivery costs, if any.

B. LAST ACCEPTANCE DATE. The Equipment subject to the Agreement must be accepted by the Lessee within eighteen (18) months from the date hereof.

C. LATE PAYMENTS. There will be a charge of the greater of one percent (1%) per month or the highest legal rate allowed by governing law on the amount of any Rental Payment which remains unpaid for five (5) days after the date due.

D. BUDGETARY PERIOD. Lessee's budgetary period is from July to June.

E. APPROPRIATION. Lessee confirms that sufficient funds have been appropriated to make all Rental Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent years.

THE TERMS GOVERNING THIS SCHEDULE OF PAYMENTS ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH HEREIN.

LESSOR:
BOK Financial Public Finance, Inc.

LESSEE:
City of Stillwater, Oklahoma

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ACCEPTANCE CERTIFICATE

NO. 1

THIS ACCEPTANCE CERTIFICATE is issued pursuant to that certain Equipment Lease/Purchase Agreement dated April 10 2026 (the "Agreement") between BOK Financial Public Finance, Inc. ("Lessor") and City of Stillwater, Oklahoma ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition and hereby accepts, all of the Equipment described on the attached Description of Equipment dated April 10, 2026.

2. Lessee confirms that it will make all Rental Payments required by and in accordance with Article V of the Agreement, and that sufficient funds have been appropriated to make such payments for its current fiscal year. Lessee expects and anticipates that sufficient funds will be available to make all Rental Payments due in subsequent fiscal years.

3. The Equipment is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the attached Description of Equipment.

4. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice of lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.

5. Lessee hereby authorizes and directs Lessor to fund the acquisition of the Equipment by paying the Vendor(s) the invoice price(s) as set forth on the attached Description of Equipment, and certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment.

6. The Equipment is personal property and will not become either real property, fixtures or inventory.

ATTEST:

LESSEE:

City of Stillwater, Oklahoma

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

(FORM OF LESSEE'S COUNSEL OPINION)
(To be typed on Counsel's Letterhead)

BOK Financial Public Finance, Inc.
P.O. Box 2300
Tulsa, OK 74172

Gentlemen:

As counsel for City of Stillwater, Oklahoma ("Lessee"), we have examined a duly executed original of the Equipment Lease/Purchase Agreement dated as of April 10, 2026 (the "Agreement") between Lessee and BOK Financial Public Finance, Inc. ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination of law and fact as we have deemed necessary or appropriate for such purposes of the opinions set forth below, we are of the opinion that:

1. Lessee is a body politic, legally existing under the laws of the State of Oklahoma ("State").
2. The Agreement and the Proceedings has been duly adopted, authorized, executed and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal or binding.
3. The governing body of Lessee has complied with all applicable open meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Agreement was authorized.
4. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditor rights.
5. Either there are no usury laws of the State applicable to the Agreement, or the Agreement is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Equipment (as defined in the Agreement) from Lessor under the Agreement, or the acquisition and leasing of the Equipment from Lessor under the Agreement comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceeding or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefore) wherein an unfavorable decision, ruling or finding might adversely affect Lessee's ability to perform its obligations under the Agreement.
8. The adoption, execution and/or delivery of the Agreement and the Proceedings, and the compliance by Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which Lessee is subject or by which Lessee is or may be bound.

This opinion is for the sole benefit of, and may be relied upon only by, you and any permitted assignee or subassignee of Lessor, under the Agreement.

Sincerely,

RESOLUTION OF GOVERNING BODY
(\$10,000,000 Small Issuer)

LESSEE: City of Stillwater, Oklahoma

Equipment Lease/Purchase Agreement dated April 10, 2026.

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on _____, 20____, the following resolution was introduced and adopted.

"RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE/PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH."

WHEREAS, the governing body of City of Stillwater, Oklahoma ("Lessee") has determined that a true and very real need exists for the equipment (the "Equipment") described in the Equipment Lease/Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented to this meeting; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement is hereby approved. The President and the _____ (Title) of the _____ are hereby authorized and directed to execute, acknowledge and deliver the Agreement to the Lessor.

Section 3. The proper officers of the _____ and designated officials of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits, schedules, UCC financing statements and other documents issued under the provisions of the Agreement and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the within Equipment Lease/Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

LESSEE:
City of Stillwater, Oklahoma

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE OF RESOLUTION

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ (Title) of City of Stillwater, Oklahoma, a political subdivision duly organized and existing under the laws of the State of Oklahoma (the "Lessee"), and that the foregoing resolution has been presented to and duly adopted by the governing body at a meeting duly held and convened in accordance with applicable law on _____, 20__.

I further certify that attached hereto is a true and complete certified copy of the public notice and agenda posted at the City Council Office, at least seventy-two (72) hours prior to the meeting wherein said resolution was adopted, excluding Saturdays, Sundays and legal holidays.

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal hereto this ____ day of _____, 20__.

LESSEE:

City of Stillwater, Oklahoma

By: _____

Name: _____

Title: _____

Date: _____

CERTIFICATE OF APPROPRIATION

I, _____, the duly elected or appointed and acting _____ (Title) of City of Stillwater, Oklahoma ("Lessee") hereby certify that all rental payments due by Lessee under that certain Equipment Lease/Purchase Agreement between Lessee and BOK Financial Public Finance, Inc., as Lessor, for the fiscal year ending _____, 20__ are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

LESSEE:

City of Stillwater, Oklahoma

By: _____

Name: _____

Title: _____

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting _____ (Title) of City of Stillwater, Oklahoma, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma, that I have custody of the records of such entity, and that as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names are their true and authentic signatures and (ii) such officers have the authority on behalf of such entity to enter into that certain Equipment Lease/Purchase Agreement between such entity and BOK Financial Public Finance, Inc.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this ____ day of _____, 20____.

LESSEE:
City of Stillwater, Oklahoma

By: _____

Name: _____

Title: _____

ORDINANCE NO. 3601

AN ORDINANCE CLOSING THE UTILITY EASEMENT LOCATED ON 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, ADDRESSED AS 410 W. FRANKLIN AVENUE.

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

The Utility Easement, recorded at Book 444, Page 387 in the Office of the Payne County Clerk, with the legal description of:

A tract of land in the NW/4 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 NW/4 NW/4 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.

is not presently in use and is hereby closed. The City reserves the right to reopen this right of way in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this right of way.

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: 04/20/2026
Second Reading:

ORDINANCE NO. 3602

AN ORDINANCE CLOSING THE PREVIOUSLY UNCLOSED PORTION OF THE GENERAL UTILITY, DRAINAGE AND PEDESTRIAN EASEMENT LOCATED ON 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, ADDRESSED AS 410 W. FRANKLIN AVENUE.

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

A portion of the General Utility, Drainage and Pedestrian Easement located on a tract of land lying on a parcel addressed as 410 W. Franklin Avenue, Stillwater, in the Northwest Quarter (NW/4) of Section 11, T19N, R2E of the Indian Meridian, Payne County, State of Oklahoma, recorded in Book 698, Pages 346-349 in the Office of the Payne County Clerk, and as shown on "Exhibit A" recorded in Book 695, Page 015 in the Office of the Payne County Clerk was closed to public use by the Stillwater City Council by Ordinance # 3564, on April 7, 2025;

The portions of said General Utility, Drainage and Pedestrian Easement not previously closed by Ordinance #3564 are not presently in use and are hereby closed. The City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of the easement.

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: 04/20/2026
Second Reading:

REPORT TO: CITY COUNCIL

MEETING DATE: APRIL 20, 2026



Agenda Item:	c. CC-26-71
Previous/Related Action:	Ordinance No. 3489
Background/Issue:	<p>In February 2022, the City of Stillwater approved Ordinance 3489, granting Clarity Telecom, LLC (d/b/a Bluepeak) a permit to construct and operate a cable system within the city. Section 7 of the ordinance requires Clarity/Bluepeak to provide three channels for governmental programming.</p> <p>In September 2025, Bluepeak contacted the City to discuss activation of these governmental channels. At that time, Bluepeak offered to provide internet connectivity to select municipal facilities in lieu of the required channels. Because the City already operates government channels and broadcasts meetings live via YouTube, staff determined that additional internet connectivity would provide greater overall value than additional government channels.</p>
Proposal/Solution:	
Financial Source/Impact:	
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	
Prepared By:	Brad Stewart, IT Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 3603.firstread CLARITY TELECOM _ BLUEPEAK ABS ASSET ENTITY I LLC _ ORDINANCE AMENDING PRIOR ORDINANCE GRANTING BLUEPEA A FRANCHISE AGREEMENT

ORDINANCE NO. 3603

AN ORDINANCE REPEALING AND REPLACING SECTION 7, “GOVERNMENT AND EDUCATIONAL ACCESS; EMERGENCY ALERT,” OF STILLWATER ORDINANCE NO. 3489 WHICH GRANTED A NON-EXCLUSIVE PERMIT TO CLARITY TELECOM, LLC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

WHEREAS, the City of Stillwater “Stillwater” granted a Permit to Clarity Telecom, LLC pursuant to Ordinance No. 3489, titled “An Ordinance of the City of Stillwater, Oklahoma Granting a Non-Exclusive Permit to Clarity Telecom, LLC for the Construction and Operation of a Cable System,” which was passed, approved and adopted by the Stillwater City Council on February 7, 2022;

WHEREAS, via an “intracompany transfer,” as expressly permitted by Section 4.4, “Transfer of Permit,” of Ordinance No. 3489, the Permit was transferred by Clarity Telecom, LLC to Bluepeak ABS Asset Entity I, LLC (d/b/a Bluepeak).

WHEREAS, Clarity Telecom, LLC provided adequate notice to Stillwater of the transfer of the Permit and the rights, privileges, obligations, duties and liabilities created by the Permit to Bluepeak ABS Asset Entity I, LLC (d/b/a/ Bluepeak) as required by Section 4.4, “Transfer of Permit,” of Ordinance No. 3489;

WHEREAS, for convenience, the term “Clarity” herein shall refer to Clarity Telecom, LLC (as it relates to the period prior to the date of transfer of the Permit) and to Bluepeak ABS Asset Entity I, LLC (d/b/a Bluepeak) (as it relates to the period from and after the date of transfer of the Permit). All other capitalized terms used herein without definition shall have the meanings assigned to them in Ordinance No. 3489.

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

SECTION 1: That Section 7, “Government And Educational Access; Emergency Alert,” of Stillwater Ordinance No. 3489 is hereby deleted and replaced with the following Section 7:

SECTION 7: Internet Access for Municipal Buildings and Emergency Alert

7.1 **Internet Access for Municipal Buildings.** In lieu of any public, educational or governmental video channels (PEG channels), during the term of this Permit, Clarity shall provide to Stillwater, at no charge, its fiber-based, bi-directional, symmetrical Internet service with provisioned speeds of 2 Gbps x 2 Gbps upload to four (4) municipal building locations within the Service Area designated by Stillwater in writing to Clarity (“the Public City Service”). Installation costs and equipment charges relating to the Public City Service shall be paid by Clarity up to a maximum of \$25,000 per location, and Stillwater shall be responsible for any installation or equipment charges exceeding such amount. The Public City Service shall be

used solely for Internet access and is not intended for any mission critical purposes, including business/commercial or emergency system use. Accordingly, while Clarity shall use commercially reasonable efforts to ensure that the Public City Service is available 24 hours per day, 7 days per week, consistent with a 99% network reliability, Clarity's liability to Stillwater for any failure or unavailability of the Public City Service shall be limited to Clarity using commercially reasonable efforts to restore the Public City Service as quickly as reasonably practicable. Buildout and availability of the Public City Service shall occur concurrently with Clarity's planned buildout of the Cable System, but in any event as quickly as commercially practicable once the Cable System has been constructed in the immediate vicinity of such locations. For purposes of clarity, the Public City Service is provided as full consideration in lieu of and in complete substitution for any PEG channel requirements, and any references in the Ordinance or the Permit to PEG channel-related requirements shall be deemed void *ab initio*.

7.2 **Emergency Alert.** Clarity shall comply with the federal Emergency Alert System regulations (47 C.F.R. Part 11).

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 Read: 4/20/2026
Second Read:

ACCEPTANCE BY PERMIT HOLDER

Accepted this _____ day of _____, 2026, subject to applicable federal, state and local law.

BLUEPEAK ABS ASSET ENTITY I, LLC (D/B/A BLUEPEAK)

By: _____

Name: _____

Title: _____

37222423_v1

ORDINANCE NO. 3595

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 3020 N. JARDOT ROAD FROM GENERAL INDUSTRIAL (IG) TO TWO FAMILY AND MULTI-FAMILY (RTM).

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

Parcels located at 3020 N JARDOT ROAD:

BEGINNING at the Southeast corner of said NE/4; thence

S89°31'17"W with the South line of said NE/4 a distance of 1320.56 feet; thence
N00°58'29"W a distance of 1588.38 feet; thence
S70°39'56"E a distance of 335.90 feet; thence
S01°00'50"E a distance of 143.13 feet; thence
S88°59'10"W a distance of 69.98 feet; thence
S01°00'50"E a distance of 703.45 feet; thence
S88°59'10"W a distance of 115.00 feet; thence
S01°00'50"E a distance of 140.00 feet; thence
N88°59'10"E a distance of 994.46 feet; thence
S01°00'50"E a distance of 125.00 feet; thence
N88°59'10"E a distance of 195.00 feet to the East line of said NE/4; thence
S01°00'50"E with said East line a distance of 372.34 feet to the POINT OF BEGINNING.

Said tract contains 878,532 Sq Ft or 20.17 Acres, more or less.

be and the same is hereby rezoned from IG (GENERAL INDUSTRIAL) to RTM (TWO-FAMILY AND MULTI-FAMILY).

PASSED, APPROVED, AND ADOPTED THIS 20TH DAY OF APRIL, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF APRIL, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 04/06/2026
Second Reading: 04/20/2026

ORDINANCE NO. 3596

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 3398 N. JARDOT ROAD FROM GENERAL INDUSTRIAL (IG) TO SMALL LOT SINGLE-FAMILY RESIDENTIAL (RSS).

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

Parcels located at 3398 N. JARDOT ROAD:

A tract of land situated within the Northeast Quarter (NE/4) of Section One (1), Township Nineteen North (T19N), Range Two East (R2E) of the Indian Meridian (I.M.), Stillwater, Payne County, Oklahoma, said tract being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of said NE/4; thence N01°00'50"W with the East line of said NE/4 a distance of 372.34 feet to the POINT OF BEGINNING: thence

S88°59'10"W a distance of 195.00 feet; thence N01°00'50"W a distance of 125.00 feet; thence S88°59'10"W a distance of 994.46 feet; thence N01°00'50"W a distance of 140.00 feet; thence N88°59'10"E a distance of 115.00 feet; thence N01°00'50"W a distance of 703.45 feet; thence N88°59'10"E a distance of 69.98 feet; thence N01°00'50"W a distance of 143.13 feet; thence N70°39'56"W a distance of 335.90 feet; thence N00°58'29"W a distance of 298.66 feet; thence N89°46'04"E a distance of 1319.34 feet to the East line of said NE/4; thence S01°00'50"E with said East line a distance of 1509.04 feet to the POINT OF BEGINNING.

Said tract contains 1,608,372 Sq Ft or 36.92 Acres, more or less.

be and the same is hereby rezoned from IG (GENERAL INDUSTRIAL) to RSS (SMALL LOT SINGLE-FAMILY RESIDENTIAL).

PASSED, APPROVED, AND ADOPTED THIS 20TH DAY OF APRIL, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF APRIL, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 04/06/2026
Second Reading: 04/20/2026

ORDINANCE NO. 3597

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CITY-OWNED PROPERTY LOCATED AT 1224 N. HUSBAND ST. INCLUDING A BUILDING COMMONLY REFERRED TO AS THE CITY AUDITORIUM OR CITY GYM TO INDEPENDENT SCHOOL DISTRICT NUMBER 16 OF PAYNE COUNTY, OKLAHOMA; PROVIDING FOR CITIZEN INITIATED REFERENDUM OF SAID CONVEYANCE IN ACCORDANCE WITH SECTION 4-2 OF THE CITY CHARTER

WHEREAS, the City of Stillwater is a municipal corporation established under the constitution and laws of the State of Oklahoma; and

WHEREAS, Independent School District Number 16 of Payne County, Oklahoma (“ISD 16”), more commonly known as Stillwater Public Schools, is a public school district established under the constitution and laws of the State of Oklahoma; and

WHEREAS, on or about December 17, 1990, the City of Stillwater adopted Ordinance No. 2396 (Exhibit A) which authorized the City of Stillwater to convey to the Board of Education of ISD 16 improvements, commonly referred to as “The City Auditorium” or “City Gym,” located on land belonging to ISD 16 and a Contract for Sale and Purchase of Real Estate was executed (Exhibit B); and

WHEREAS, in connection with the construction of new school facilities by ISD 16, it was discovered that a deed was never recorded to reflect the transfer approved by the respective governing bodies of the City of Stillwater and ISD 16, which was confirmed by the Payne County Clerk after inquiry by ISD16 staff (Exhibit C); and

WHEREAS, it has been determined that corrective action needs to be taken and a deed executed and properly recorded with the Payne County Clerk reflecting the conveyance of the property and improvements located at 1224 N. Husband St. and commonly referred to as the City Gym from the City of Stillwater to the ISD 16 as approved by the City of Stillwater and ISD 16 (Exhibit D).

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

SECTION 1: That pursuant to Section 4-2 of the City Charter, the conveyance of the property and improvements thereon, more particularly described and set forth in the Quit Claim Deed attached hereto as Exhibit E, is hereby authorized and approved by the Mayor and City Council.

SECTION 2: That if one or more petitions with signatures of registered qualified voters of the city equal to at least twenty-five (25) percent of the total number of votes cast in the last scheduled general municipal election are filed with the city clerk within thirty (30) days after passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions

are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of qualified voters voting on the question. If no petition with signatures is filed, this ordinance shall go into effect thirty (30) days after its passage and publication.

SECTION 3: That this ordinance shall be published in a newspaper authorized by law to publish legal publications in its entirety within ten (10) days of its passage on second reading by the Mayor and City Council.

PASSED, APPROVED, AND ADOPTED THIS 20TH DAY OF APRIL, 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF APRIL, 2026.

Kimberly Carnley, City Attorney

First Reading: 4/6/2026
Second Reading: 4/20/2026

ORDINANCE NO. 3599

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 3621 AND 3605 N. PROSPERITY LANE FROM GENERAL INDUSTRIAL (IG) TO COMMERCIAL SHOPPING (CS).

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

Parcels located at 3621 and 3605 N. Prosperity Lane:

A tract of land in the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section One (1), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, being more particularly described as follows: Commencing at the Northeast corner (NE/C) of said Northwest Quarter (NW/4); Thence South 89°27'17" West, said line being the basis of bearing, (previously recorded as North 89°58'48" West), along the north line of said Northwest Quarter (NW/4); a distance of 99.47 feet, (previously recorded as 99.46 feet); Thence South 00°32'43" East, (previously recorded as South 00°01'12" West), perpendicular to the north line of said Northwest Quarter (NW/4), a distance of 80.11 feet, (previously recorded as 80.00 feet); Thence South 89° 27'30" West, (previously recorded as North 89°58'48" West), along the south line of a parcel of land deeded to the State of Oklahoma by Warranty Deed recorded in Book 204, Page 425, a distance of 499.37 feet to the Point of Beginning; Thence South 00°08'51" East, a distance of 176.68 feet, Thence South 89°51'09" West, a distance of 245.00 feet; Thence North 00°08'51" West, a distance of 174.99 feet to a point on the said south line of a parcel of land deeded to the State of Oklahoma by Warranty Deed recorded in Book 204, Page 425; Thence North 89°27'30" East, (previously recorded as North 89°58'48" West) along the said south line, a distance of 245.01 feet, to the Point of Beginning.

And

A tract of land lying in the Northwest Quarter (NW/4) of Section 1, Township 19 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner (NE/C) of said Northwest Quarter (NW/4); Thence South 89°27'17" West, said line being the basis of bearing, (previously recorded as North 89°58'48" West), along the north line of said Northwest Quarter (NW/4); a distance of 99.47 feet, (previously recorded as 99.46 feet); Thence South 00°32'43" East, (previously recorded as South 00°01'12" West), perpendicular to the north line of said Northwest Quarter (NW/4), a distance of 80.11 feet, (previously recorded as 80.00 feet); Thence South 89°27'30" West, (previously recorded as North 89°58'48" West), along the south line of a parcel of land deeded to the State of Oklahoma by Warranty Deed recorded in Book 204, Page 425, a distance of 499.37 feet; Thence South 00°08'51" East, a distance of 176.68 feet to the Point of Beginning; Thence continuing South 00°08'51" East, a distance of 175.00 feet, Thence South 89°51'09" West, a distance of 245.00 feet; Thence North 00°08'51" West, a distance of 175.00 feet; Thence North 89°51'09" East, a distance of 245.00 feet to the Point of Beginning.

be and the same is hereby rezoned from IG (GENERAL INDUSTRIAL) to CS (COMMERCIAL SHOPPING).

PASSED, APPROVED, AND ADOPTED THIS 20TH DAY OF APRIL, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20TH DAY OF APRIL, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 04/06/2026
Second Reading: 04/20/2026

ORDINANCE NO. 3600

AN ORDINANCE AMENDING CHAPTER 34 – PUBLIC ART PROGRAM OF THE STILLWATER CITY CODE BY AMENDING SECTION 34-5. STILLWATER PUBLIC ART COMMITTEE TO CLARIFY VOTING AND NON-VOTING MEMBERS AND TO ESTABLISH THAT FOUR VOTING MEMBERS SHALL CONSTITUTE A QUORUM; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY

(AMENDMENTS HIGHLIGHTED BY STRIKETHROUGH AND UNDERLINING)

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

SECTION 1: That the Stillwater City Code, Chapter 34, Public Art Program, Section 34.5, Stillwater Public Art Committee be amended to read as follows:

Sec. 34-5. – Stillwater Public Art Committee.

(a) *Duties and Functions.* The duties and functions of the Stillwater Public Art Committee (“SPA”) shall be to administer the provisions of this Chapter. SPA shall develop guidelines for the selection and maintenance of public art; review and recommend selection, acquisition or placement of art; and promote public art initiatives and education. SPA shall make recommendations to the City Council on expenditures of funds from the Public Art Fund consistent with the provisions of this Chapter.

(b) *Membership and Qualifications.* SPA shall consist of nine (9) members as follows:
(1) Seven (7) voting members shall be appointed by the City Council at large in accordance with City Code Sec. 2-113. Membership shall reflect a balance of artistic, professional, and community perspectives, and may include individuals with experience in the visual arts, design, architecture, tourism, business, or education.

(2) Two (2) non-voting members shall be designated by the City Manager. The City Manager shall designate One (1) non-voting member from city staff, and One (1) non-voting member from city administration to serve on the committee. The designated city staff appointee shall serve as advisor to the committee and as the city point of contact for the Public Art Program. ~~Membership shall reflect a balance of artistic, professional, and community perspectives, and may include individuals with experience in the visual arts, design, architecture, tourism, business, or education.~~

(c) *Residency Requirements.* The seven (7) voting members appointed by the City Council shall be residents of the City of Stillwater or shall demonstrate ties to the community through employment, property ownership, or leadership in a Stillwater-based organization.

(d) *Term.* The seven (7) voting members appointed by the City Council shall serve three-year terms and may be reappointed for no more than three (3) consecutive terms.

Initial appointments shall be staggered so that no more than one-third of the Committee expires in any given year.

(e) *Quorum.* Four (4) voting members shall constitute a quorum for the transaction of business.

(f) *Rules of Procedure, Vacancies, Removal, Officers, Council Review of Decisions, Authority of Members.* All other provisions of City Code Chapter 2, Article III. Authorities, Boards, Committees, Commissions, Trusts, generally applicable to city committees and not otherwise provided for in this Chapter shall be applicable to SPA.

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 the 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 20th DAY OF APRIL 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 20th DAY OF APRIL 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 4/6/2026

Second Reading: 4/20/2026