



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

MAY 4, 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.	2026 SBA Home-Based Business of the Year Award
b.	Flood Awareness Month

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 20, 2026 regular and executive session meeting minutes.	
b.	Approve budget amendments to reflect receipt and appropriation of \$3,313 from Payne County Enhanced 911 Communications Board for travel to the National Emergency Number Association Conference.	Jared Thulin
c.	Approve the engagement of HSPG and Associates, PC to perform the audit for the City of Stillwater and the related Trust Authorities for the fiscal year ending June 30, 2026.	CC-26-72 Jared Thulin

d.	Acceptance of a waterline easement from the Stillwater Utilities Authority to ensure adequate easement for current and future operation and maintenance of the Kaw Waterline. This easement is needed prior to a proposed transfer of a portion of this property to ODOT in connection with an upcoming road reconstruction project.	CC-26-73	Bill Millis
e.	Approve a budget amendment in the amount of \$38,000 to purchase a used Dodge Durango from the Kansas Highway Patrol.	CC-26-74	Duane Helmberger
f.	Acceptance of an electric easement along the east side of the residential property addressed as 407 W. 22nd Avenue.	CC-26-75	Joshua Brown
g.	Accept an Encroachment Agreement and Release of Liability (EARL) for a sign in the right-of-way for the Park Valley Subdivision.	CC-26-76	Henry Bibelheimer
h.	Authorize the Mayor to sign the Local Government Certification documents for Mission of Hope to apply for the 2026 Emergency Solutions Grant Program.	CC-26-77	Shelly Crynes
i.	Acceptance of right-of-way dedication from the Crosswinds Home Owner's Association at 5700 W. 7th Avenue.	CC-26-78	David Barth
j.	Consider request for a final plat named The Canyons, Sixth Section in the Small Lot Single-Family Residential (RSS) zoning district located on a portion of property addressed as 5502 N. Perkins Road.	CC-26-79	Henry Bibelheimer
k.	Accept public water, sewer, storm sewer and street improvements for The Canyons, Sixth Section subdivision located on a portion of property addressed as 5502 N. Perkins Road.	CC-26-80	Joshua Brown

5. Public Comment on Items not Scheduled for Public Hearings

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

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

6. Items Removed from the Consent Docket

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

7. Public Hearings

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

a.	Receive public comment regarding a Text Amendment (TXT26-01) to Chapter 23, Land Development Code, by repealing Article V, Use Categories and Limitations, Division 4, Residential Short-Term Rental, in its entirety; and creating and adopting Chapter 23, Land Development Code, Article V, Use Categories and Limitations; Division 4; Short-Term Rentals, Section 23-115.1, Definitions; Section 23-115.2 Permitted Districts; Section 23-115.3 Short-Term Rental License Required; Compliance with Applicable Codes; Section 23-115.4, Application Form and Process; Section 23.115.5 Denial, Revocation, Notice and Hearing and Compliant Process, Section 23.115.6, Covenants, Deed Restrictions and Overlay Requirements; Section 23-115.7, Penalty; repealing all ordinances to the contrary; and providing for severability.	CC-26-81	Henry Bibelheimer
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8. Ordinances

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

First Read

a.	ORDINANCE NO. 3604: AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, LAND DEVELOPMENT CODE, BY REPEALING ARTICLE V, USE CATEGORIES AND LIMITATIONS, DIVISION 4, RESIDENTIAL SHORT-TERM RENTAL, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE V, USE CATEGORIES AND LIMITATIONS; DIVISION 4, SHORT-TERM RENTALS, SECTION SEC. 23-115.1, DEFINITIONS; SEC. 23-115.2, PERMITTED DISTRICTS; SEC. 23-115.3, SHORT-TERM RENTAL LICENSE REQUIRED; COMPLIANCE WITH APPLICABLE CODES; SEC. 23-115.4, APPLICATION FORM AND PROCESS; SEC. 23-115.5, DENIAL, REVOCATION, NOTICE AND HEARING AND COMPLAINT PROCESS; SEC. 23-115.6,
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	COVENANTS, DEED RESTRICTIONS AND OVERLAY REQUIREMENTS; SEC. 23-115.7, PENALTY; REPEALING ALL ORDINANCES TO THE CONTRARY; AND PROVIDING FOR SEVERABILITY.
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Second Read

a.	ORDINANCE NO. 3601: AN ORDINANCE CLOSING OF A UTILITY EASEMENT AT PROPERTY LOCATED AT 410 W FRANKLIN AVE.
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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.
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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
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9. Reports from Officers and Boards

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

a.	Miscellaneous items from the City Attorney
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i.	Request for an Executive Session pursuant to 25 O.S. §307(B)(4) for the purpose of confidential communications between the City Council and its attorney concerning all aspects of a pending claim involving Terracon Consultants, Inc. and BKL, Inc. for damages related to geotechnical investigation services for City Project 14TR03, FY 14 Bridge Maintenance and Improvement. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City to process the claim or proceed in the public interest.
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b.	Miscellaneous items from the City Manager
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c.	Miscellaneous items from the City Council
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10. Questions and Inquiries

11. Executive Session

a.	Confidential communication between City Council and its attorney concerning all aspects of the pending claim involving Terracon Consultants, Inc. and BKL, Inc, including discussion of possible settlement agreement.
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12. Return from Executive Session

a.	Possible action related to a pending claim involving Terracon Consultants, Inc. and BKL, Inc., including possible action to approve a settlement agreement.
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13. Adjourn

On April 30, 2026 at 5:15 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov

2026 SBA Home-Based Business of the Year Award - Starla Halcomb

WHEREAS, the City of Stillwater celebrates Oklahoma National Business Week and our local, small businesses, and appreciates the contributions they make to our local economy and community; and,

WHEREAS, small businesses are the engine of the American economy and the foundation of a free and prosperous nation, accounting for more than 99 percent of all private sector employers and creating nearly two out of every three new jobs nationwide; and,

WHEREAS, from our farms and factory floors to the frontiers of technology, small businesses drive innovation, strengthen local economies, and provide the products and services that keep America competitive, secure, and strong; and

WHEREAS, National Small Business Week has been proclaimed by the President of the United States since 1963, honoring the vital role of small businesses in creating jobs, growing the economy, and anchoring our communities; and

WHEREAS, in 2026, the United States will commemorate the 250th anniversary of the signing of the Declaration of Independence, marking a historic opportunity to reflect on our nation’s founding principle of free enterprise.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby congratulate Starla Halcomb, upon receiving the award, “SBA Home-Based Business of the Year,” for LEAD Training in Stillwater, and I urge our community to continue supporting small and local businesses throughout the year.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

Proclamation
Stillwater OKLAHOMA
stillwaterok.gov
Together, Investing in Municipal Excellence

WHEREAS, historically, the greatest number of flood disasters in Oklahoma have occurred during the spring; and

WHEREAS, flooding causes billions of dollars in property damages and numerous deaths each year in the United States, and losses due to flooding are not covered under most homeowners or business policies; and

WHEREAS, it is never safe to drive into dangerous flood waters and residents must be prepared with various flood safety procedures; and

WHEREAS, the City of Stillwater is a participating community in the National Flood Insurance Program (NFIP) and is required to regulate floodplain development in partnership with the Oklahoma Water Resources Board, Oklahoma Insurance Department, Federal Emergency Management Agency, Oklahoma Emergency Management, Stillwater Emergency Management Agency, Oklahoma Municipal League, Oklahoma Legislature, Association of County Commissioners of Oklahoma, Oklahoma Emergency Managers Association, and Oklahoma Floodplain Managers Association to promote beneficial uses and natural functions of the floodplain; and,

WHEREAS, NFIP allows residents of participating communities to purchase affordable flood insurance in exchange for regulating floodplain development; and,

WHEREAS, it is important to promote the timely purchase of flood insurance in advance of Oklahoma’s spring flooding season, as flood insurance policies generally require a 30-day waiting period.

NOW, THEREFORE, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby declare May 2026, as “Flood Awareness Month,” in the City of Stillwater.

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED APRIL 17, 2026 AT 9:30 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
APRIL 20, 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. Month of the Young Child

Mayor Joyce read the proclamation declaring April as the Month of the Young Child.

- b. Child Abuse Prevention Month

Mayor Joyce read the proclamation declaring April as Child Abuse Prevention Month in Stillwater, OK.

Healthy Children Healthy Community (HCHC) Board Member Laura Shellhammer accepted both proclamations along with HCHC Board Members Dawn Dodson and Tim Hardin. Ms. Shellhammer thanked the Stillwater community for their support.

4. CONSENT DOCKET

- a. Approve April 6, 2026 regular meeting minutes.
- b. Approve budget amendments reflecting increased reimbursement revenue of \$5,050 and expenditures of \$5,050 related to the Home Buyers Assistance Program.
- 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.
- 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 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.
- 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.
- h. Acceptance of a sewer and electric easement to serve the new Dunkin' Donuts development at 424 W 6th Avenue.
- i. Acceptance of an electric easement to serve a new single-family residence at 1219 E 12th Avenue.
- 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.
- k. Acceptance of paving and sanitary sewer improvements to serve proposed construction of single-family unplatted lots along N Hightower Street.
- 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 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.

Staff requested that item e. be removed from the consent docket.

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

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

- 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.

City Attorney Kimberly Carnley reported that after the posting of the Jail Services Agreement in the agenda packet, one minor change was received. The agreement provides for when a City prisoner would need to be admitted and transported to a medical facility outside of the Payne County jail facility. In those instances compensation outlined is that the City will pay cost incurred for transportation, security, or initial hospital watch and it should include and pharmaceuticals for City prisoners up to an amount not to exceed \$50,000. With that inclusion to this agreement, Attorney Carnley asked for the Council to consider approval.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE ITEM E. FROM THE CONSENT DOCKET.

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

7. PUBLIC HEARINGS

- 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.

Senior Planner Henry Bibelheimer presented the report. He stated that the Independent School District No. 16 requests 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. 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.

Mayor Joyce opened the public hearing.

Stephen Gose, Gose & Associates, 113 E. 8th, spoke on behalf of the applicant.

Mayor Joyce closed the public hearing.

Action on this item will be considered during Ordinances.

- b. Receive public comment for closing of a utility easement at property located at 410 W Franklin Avenue.

Senior Planner Henry Bibelheimer presented the report. He stated that the Independent School District No. 16 requests the closure of the general utility easement located at 410 W Franklin Avenue. 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.

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

Action on this item will be considered during Ordinances.

8. GENERAL ORDERS

- a. FY27 Budget Presentation

Deputy Chief Financial Officer Jared Thulin and Budget Manager Seth Hughes presented the FY27 proposed operating budget and answered Council's questions.

No action was taken on this item.

9. RESOLUTIONS

- 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 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

City Attorney Kimberly Carnley reported that this is another opioid agreement with the Remnant Defendants. They are the six opioid manufacturers that were listed in the resolution. The six companies are going to pay a combined gross amount of \$97,625,000 in cash for purposes of abating the opioid epidemic. It will be a one-time settlement payment to each eligible entity. Ms. Carnley stated that by participating the City will be allocated based on a percentage and the estimated gross allocation for the City of Stillwater is \$12,044. Like other opioid settlements those funds received will be restricted to opioid remediation, core strategies and approved uses pursuant to the provided guidance. She stated that the subdivisions, the City will also agree to release claims against the opioids six defendants and their affiliates, dismiss any claims against them and their affiliates, and agree to use the funds for appropriate uses.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2026-7 AS PRESENTED.

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

- b. Resolution No. CC-2026-8: 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.

City Attorney Kimberly Carnley reported that this resolution is related to a 2022 purchase of a new fire truck. At that time the action contemplated that the City would finance the truck through a process that the City is no longer using. The City now finances these types of equipment through Bank of Oklahoma, BOK Financial Public Finance. Ms. Carnley stated that approval of this resolution approves the financing agreement and related documents so now the City can close on the fire truck which has arrived.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADOPT RESOLUTION NO. CC-2026-8 AS PRESENTED.

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

10. ORDINANCES

- a. First Reading

Ordinance No. 3601: An ordinance closing of a utility easement at property located at 410 W Franklin Ave.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADVANCE ORDINANCE NO. 3601 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. 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.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3602 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. 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.

City Attorney Kimberly Carnley reported that this is a minor change to the current permit. When Blue Peak reached out to staff regarding some governmental channels that were to be provided, staff worked with BluePeak to find something that the City needed and they're to provide internet connectivity to select municipal facilities in lieu of those required channels. Ms. Carnley stated that a change to this section was needed to reflect that change.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADVANCE ORDINANCE NO. 3603 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. 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 VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3595 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 COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3596 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. 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.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT ORDINANCE NO. 3597 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 VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT ORDINANCE NO. 3599 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. 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.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADOPT ORDINANCE NO. 3600 AS PRESENTED.

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

11. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney:
 - 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:
 - City Manager Brady Moore reminded residents that the Watershed Quality Division is currently hosting its annual Rain Barrel Event, offering residents the chance to purchase rain barrels that conserve water and reduce stormwater runoff. The water that runs off your roof is collected in the rain barrels and can be used later for lawns and gardens, making it an easy way to support conservation efforts at home.
- c. Miscellaneous items from the City Council:
 - Councilor Hardin extended thanks to Stillwater Animal Welfare in honor of National Animal Control Appreciation Week, which was last week. The small-but-mighty animal welfare team does phenomenal work taking care of furry friends and some scaly ones too. The City appreciates their work responding to animals or conditions that may pose a risk to humans or other animals. The service of our Stillwater Animal Welfare team, supported by many wonderful volunteers, is heartwarming, heroic, and vital. While on the topic of Animal Welfare, there is a quick update about their new facility. City staff continue to work with Barrett L. Williamson Architects and Animal Arts on design, while the CMAR, Nabholz work on construction and design estimates. Staff is looking forward to a groundbreaking ceremony this fall.
 - Councilor Clark announced that last week was National Public Safety Telecommunications Week, which meant our dispatchers received well-deserved praise from the Stillwater Police Department and various community members. We want to express our gratitude as well for these public safety heroes. Their calm voices bring life-saving support as they guide callers through emergencies and aid first responders. The 24/7 service of our dispatchers keeps Stillwater safe, and we are thankful for them every day. He stated that he also wants to take a moment to recognize National Property and Evidence Professionals

Appreciation Week, observed earlier this month. These individuals play a vital behind-the-scenes role in maintaining the integrity of our public safety system.

- Councilor Hawkins announced that this Saturday, April 25, is the City's annual Household Hazardous Waste event. From 8 a.m. to 1 p.m. at the Convenience Collection Center you can dispose of oil-based paint, pesticides and herbicides, mixed fuels, and other hazardous materials at no cost to you. The Convenience Collection Center, located at 807 South Perkins Road, will also be open for usual business during this event.
 - Councilor Hawkins reported that several of them in the last couple of weeks got to participate interviewing Stillwater Teacher of the Year candidates. She congratulated all the site winners and said that the teachers were amazing and the interviews were exceptional.
 - Vice Mayor Dzialowski stated that this past weekend, as part of April Arts Month, residents enjoyed the annual Stillwater Arts Festival. We welcomed dozens of regional artists and hundreds of visitors to Stillwater for the festival, which was a great success. Thank you to the Prairie Arts Center for heading up this beloved event. Continuing with all thing's art, this Friday, April 24, is the public unveiling of the newest mural at Chris Salmon Plaza. This is your chance to be among the first to see the artwork, which was designed and painted by OSU students in collaboration with the City and Prairie Arts Center. Join us at 1 p.m. downtown at the corner of Main Street and 9th Avenue.
 - Mayor Joyce announced that in commemoration of our country's semiquincentennial, the City is extending this year's Independence Day celebrations. Join staff on Thursday, July 2, for the 250th Birthday Bash at Block 34. Then come to Boomer Lake Park on Friday, July 3, for the annual fireworks show. That leaves July 4 open for a full day of Saturday celebration with friends and family. He reported that City Hall will be closed Monday, July 6, in observance of the holiday.
- i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

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.

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 6:19 P.M.

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

Stillwater City Council meeting recessed at 6:19 p.m. to convene the Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 6:20 p.m.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ENTER INTO EXECUTIVE SESSION AT 6:20 P.M

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

Councilor Hardin voted yea to enter into Executive Session but then he left at 6:20 p.m. and did not participate in the Executive Session.

14. RETURN FROM EXECUTIVE SESSION

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:33 P.M.

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

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

15. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ADJOURN THE APRIL 20, 2026 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The April 20, 2026 regular meeting of the Stillwater City Council adjourned at 8:33 p.m.

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

**TERESA KADAVY
CITY CLERK**

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED APRIL 17, 2026 AT 9:30 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
STILLWATER, OK 74074
APRIL 20, 2026
6:20 P.M.**

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

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

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

- b. Confidential communication regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Attorney Kimberly Carnley.

Discussion was held regarding the employment, appointment, promotion, demotion, disciplining, or resignation of City Attorney Kimberly Carnley pursuant to 25 O.S. §307 (B)(1).

The Executive Session concluded at 8:33 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK



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


Budget Amendment Request
 For Budget Year 2026

Date: 04/21/2026
 Department: Finance
 Requested by: Seth Hughes

Revenue:
 Increase revenue budget to reflect payment from Payne County Enhanced 911 Communications Board for travel to the National Emergency Number Association Conference.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Reimbursement	1011210 - 48702		\$ 20,000	\$ 3,313	\$ 23,313
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Net Change: (will usually result in a total increase or decrease) \$ 3,313

Reviewed by Department Manager: _____ Date: _____
 Reviewed by Finance:  Date: 4/23/2024

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

Budget Amendment Request
 For Budget Year 2026

Date: 04/21/2026

Requested by: Seth Hughes

Finance

Expenditures:

Appropriate funds for costs associated with travel to the National Emergency Number Association Conference. This is funded through reimbursement from the Payne County Enhanced 911 Communication Board.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Training	1011210 - 53055		\$ 900	\$ 665	\$ 1,565
Travel Expense	1011210 - 53068		\$ 2,500	\$ 2,648	\$ 5,148
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Increase:

Decrease:

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

\$ 3,313

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: 

Date: 4/23/2026

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

Yes No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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Agenda Item:	4.c. CC-26-72
Previous/Related Action:	Audit Firm Engagement (CC-23-60) - April 17, 2023
Background/Issue:	<p>The City of Stillwater solicits proposals for audit services every three years with annual review by the City's Audit Committee and the City Council. The firm of HSPG and Associates, PC had the successful proposal for engagement starting in FY 2023, and the firm successfully completed all three years of the proposal with the completion of the FY 2025 engagement. Staff proposed to the Audit Committee to consider two one-year extensions for HSPG and Associates, PC for the FY 2026 and FY 2027 audit engagements. This recommendation was approved by the Audit Committee at their December 15, 2025 special meeting.</p> <p>The City has encountered no significant obstacles or difficulties with HSPG and Associates, PC. All deadlines were met during the FY 2025 audit. All audits are reviewed by the City's Audit Committee.</p>
Proposal/Solution:	N/A
Financial Source/Impact:	<p>The FY 2026 audit fees are \$92,000 and include:</p> <ul style="list-style-type: none"> • an audit of all funds of the City and related Trust Authorities; • an audit of all funds of the Stillwater Utilities Authority; • an audit of federal expenditures; and • a Passenger Facility Charge audit as required by the Federal Aviation Administration. <p>This item will have no impact on the FY 2027 budget as the City has an audit performed every year and sufficient funds are included in the proposed FY 2027 budget.</p>
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	The City's Audit Committee recommends that HSPG and Associates, PC be engaged to perform the audit for the City of Stillwater and the related Trust Authorities for the fiscal year ending June 30, 2026.
Prepared By:	Jared Thulin, Deputy Chief Financial Officer
Reviewed By:	Christy Cluck

Teresa Kadavy

Submitted By:

Brady Moore, City Manager

Attachments

1. Audit Committee SP Mtg Minutes 12.15.25 - Draft
2. City of Stillwater Engagement Letter FY 2026
3. PFC Engagement Letter FY 2026

**SPECIAL MEETING MINUTES
CITY OF STILLWATER AUDIT COMMITTEE
DECEMBER 15, 2025
2:00 PM**

**Norman McNickle Municipal Complex, Room 1112
723 S Lewis Street
Stillwater, OK 74074**

1. Call Meeting to Order

Meeting was called to order by Chair Kelly Cox at 2:00 p.m.

2. Introduction of Members, External Auditors and City Staff

Members Present: Chair Kelly Cox, Austin Pollard, Rachel Domnick, Randy Murray, Skyler Rodenberg.

Members Absent: None

Ex-officio members present: City Manager Brady Moore, Assistant City Manager and Chief Financial Officer Christy Cluck, Councilor Kevin Clark

City Staff Present: Assistant City Attorney Ashlyn Garis, Deputy Chief Financial Officer Jared Thulin, City Clerk Teresa Kadavy

HSPG Auditors Present: Andy Cromer and Bailey Stover

3. Public Comment

No public comment.

4. General Orders

The Audit Committee will discuss and take action at this meeting (including a vote or series of votes) on each item listed under General Orders unless the agenda entry specifically states that no action will be taken.

- | | |
|----|--|
| a. | Approval of minutes of the October 29, 2025 special meeting. |
|----|--|

	Motion by Pollard, second by Rodenburg to approve the minutes from the October 29, 2025 special meeting.
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	Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea, Rodenberg-Yea. Motion carried with five yea votes.
--	--

- b. Receive auditor communication and consider recommendation to the City Council to accept the Annual Comprehensive Financial Report for the City of Stillwater for the fiscal year ended June 30, 2025.

Auditor Andy Cromer stated that there are five documents and all reports are currently stamped "draft." Once accepted by the committee, final signatures will be collected. The auditor highlighted that the City participates in the voluntary Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program. The report will be submitted to GFOA experts for review to ensure compliance with program requirements. The City has received 43 consecutive awards for excellence in financial reporting, which requires both accuracy and timely submission. It was noted that Crawford & Associates assisted in drafting the report. Finance staff clarified that while external help was used due to previous staff turnover, the City is working to bring the process back in-house. Deputy Chief Financial Officer Jared Thulin completed the fund-level statements this year. Mr. Cromer reported that the City received a clean/unmodified opinion from HSPG, which is the highest level of assurance. He stated that the report includes the hospital as a component unit, though it is audited by a separate firm. Mr. Cromer reported that a new accounting standard, GASB 101 regarding compensated absences (specifically sick leave) was implemented. This change required the City to accrue for sick leave that employees might use before separation. This accounting adjustment had a material effect of approximately \$5 million. Mr. Cromer reviewed and discussed the required Audit Communication Letter with the governing body. He reported that there was only one uncorrected misstatement noted regarding compensated absences overstatement of \$140,000, which was deemed immaterial relative to the total financial statements. The auditor noted there were no significant difficulties or disagreements with management during the process. Mr. Cromer reported that a specific comment was raised regarding the Library Trust, which holds approximately \$750,000 in investments through Vanguard. Assistant City Manager and Chief Financial Officer Christy Cluck stated that these investments are currently not in compliance with state statutes, which require public funds to be held in very conservative, government-backed securities. The Library Trust has been using a more aggressive investment strategy to achieve higher returns from donations. To resolve this, the Library Trust is seeking to restructure as a 501(c)(3) nonprofit organization. This would allow them to operate independently of state investment statutes. The application for 501(c)(3) status is expected to take approximately 12 months. In the future, the Trust will likely be reported as a "discretely presented component unit," similar to the hospital, and will be responsible for its own bookkeeping and audits.

HSPG Auditor Andy Cromer, Assistant City Manager and Chief Financial Officer Christy Cluck and Deputy Chief Financial Officer Jared Thulin answered the committee's questions.

Motion by Murray, second by Pollard to recommend to the City Council to accept the Annual Comprehensive Financial Report for the City of Stillwater for the fiscal year ended June 30, 2025.

Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea, Rodenberg-Yea.
Motion carried with five yea votes.

c. Receive auditor communication and consider recommendation to the City Council to accept the Single Audit Report for the fiscal year ended June 30, 2025.

The auditor introduced the Single Audit Report, which is required because the City spent over \$750,000 in federal funds. He stated that this report includes sections on internal control and compliance city-wide. The auditor explained that they do not audit internal controls to provide a formal opinion (unlike public companies) but rather review them to plan the audit and identify any glaring weaknesses or "not up to snuff" procedures. He stated that the compliance section is required only for federal grants. Mr. Cromer reported that they did not have any findings or comments on either section of this report. He stated that the one finding last year on inventory has been fixed.

HSPG Auditor Andy Cromer, Assistant City Manager and Chief Financial Officer Christy Cluck and Deputy Chief Financial Officer Jared Thulin answered the committee's questions.

Motion by Murray, second by Rodenburg to recommend to the City Council to accept the Single Audit Report for the fiscal year ended June 30, 2025.

Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea, Rodenberg-Yea.
Motion carried with five yea votes.

d. Receive auditor communication and consider recommendation to the City Council to accept the Passenger Facility Charge Program Audit for fiscal year ended June 30, 2025.

Mr. Cromer reported that the Airport Passenger Facility Charge Program (PFC) Audit is a separate document and is required by the Federal Aviation Administration (FAA). The report does not go to the State but only to the FAA. There were no findings or issues so the FAA will be pleased with the report.

HSPG Auditor Andy Cromer answered the committee's questions.

Motion by Pollard, second by Domnick to recommend to the City Council to accept the Passenger Facility Charge Program Audit for the fiscal year ended June 30, 2025.

**Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea, Rodenberg-Yea.
Motion carried with five yea votes.**

e. Consider recommendation to the City Council to select a firm for the external audit of the City of Stillwater and related trusts for the fiscal year ending June 30, 2026.

Assistant City Manager and Chief Financial Officer Christy Cluck reported that it is the City's practice to go out for proposals every three years for audit services. This item was put on the agenda to get direction from the committee on whether or not the City should put this out for proposal in the spring. Staff needs to know that so if proposals are going out in the spring, the process can be started very quickly after the first of the year. Cluck stated that there will be implementation of GASB 103, Financial Reporting Model Improvements, for FY26. She stated that this is one of the biggest standards that has come out in a number of years so the City hopes to retain Crawford and Associates to help with this implementation. Ms. Cluck stated that she has some concerns about changing audit firms at the same time as rolling out a big change in standards. She also reported that the City is evaluating financial software systems. Demos will be taking place in January and a selection for software will be made shortly after that with a 12-24 month implementation process depending on the phasing approach taken. Ms. Cluck stated that changing accounting systems is a big impact to staff and the audit. She stated that she wanted to put before the committee a consideration to extend the City's engagement with HSPG for a period of up to two one-year extensions.

Discussion was held amongst the committee and staff.

Motion by Murray, second by Rodenburg to recommend to City Council to continue audit services with HSPG for up to two one-year extensions.

**Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea, Rodenberg-Yea.
Motion carried with five yea votes.**

f. Discuss spring meeting date to provide a pre-audit update and to recommend audit firm selection to City Council, if necessary. (no action will be taken on this item)

Discussion was held regarding the plan to have a spring meeting. At that point staff can update the committee on the Library Trust Board and status of the GASB 103 implementation.

Assistant City Manager and Chief Financial Officer Christy Cluck announced that Kelly Cox is stepping down from the Audit Committee so this would be his last meeting. She thanked him for his 18 years of service.

5. Adjourn

Motion by Pollard, second by Domnick to adjourn the December 15, 2025 Audit Committee Special Meeting.

**Cox-Yea, Pollard-Yea, Domnick-Yea, Murray-Yea, Rodenberg-Yea.
Motion carried with five yea votes.**

Meeting adjourned at 2:55 p.m.

Kelly Cox, Chair

Christy Cluck, Asst City Manager & Chief Financial Officer

DRAFT



Single Audit Engagement Letter

April 22, 2026

To the Honorable Mayor and Members of the City Council and Management
City of Stillwater, Oklahoma

We are pleased to confirm our understanding of the services we are to provide for the City of Stillwater, Oklahoma (the “City”) for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2026. This Single Audit Engagement Letter does not cover the Stillwater Medical Center Authority (the “Hospital”), which will be audited by separate auditors. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s discussion and analysis
- 2) Budgetary comparison information
- 3) Pension plan and other post-employment benefit schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements.

- 1) Schedule of expenditures of federal awards
- 2) Budgetary comparison information
- 3) Combining and individual fund statements.

HSPG & ASSOCIATES, PC

5400 N Grand Blvd, Suite 330 • Oklahoma City, Oklahoma 73112 • Phone: 405.844.9995 • Fax: 405.844.9975

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Introductory section
- 2) Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will make reference to the Hospital's auditors in our report on your financial statements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are

required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City’s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City’s major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to

persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons

for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

The audit documentation for this engagement is the property of HSPG & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HSPG & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an outside regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The client portal site through ShareFile is used solely to transmit data and is not intended to store the City's information. The City is responsible for downloading any deliverables and other records from the client portal site that it wishes to retain for its own records at the completion of the engagement. Upon completion of the engagement, data and other content will either be removed from the client portal site or become unavailable to the City within a reasonable time frame.

Andy Cromer is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for this service will be \$92,000. This fee includes our audit of the City and our audits of the Stillwater Utilities Authority and the City's Passenger Facility Charge program which are covered by separate engagement letters each of which are dated April 22, 2026.

This fee includes our miscellaneous charges, such as travel, meals, copies, etc. This fee includes one major federal program for single audit compliance testing and reporting. If additional major programs are required to be tested under the Uniform Guidance, each additional major program will be \$9,500.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council of the City. We will make reference to the component auditor's audit of the Hospital in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy of this letter and return it to us.

Sincerely,

Handwritten signature in cursive script that reads "HSPG & Associates, P.C."

HSPG & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of Stillwater, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



April 22, 2026

The Honorable Mayor and Members of the City Council and Management
City of Stillwater, Oklahoma

We are pleased to confirm our understanding of the services we are to provide the City of Stillwater, Oklahoma (the “City”) for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the schedule of passenger facility charges collected and expensed (the “Schedule”) for the year ended June 30, 2026, in connection with the City’s passenger facility charge program.

The objective of our audit is to obtain reasonable assurance about whether the Schedule is free from material misstatement, whether due to fraud or error, and issue an auditor’s report that includes our opinion about whether the Schedule is fairly presented, in all material respects, in conformity with the accrual basis of accounting. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Schedule. The objective also includes reporting on internal control over compliance related to the passenger facility charge program and compliance with federal statutes, regulations, and the terms and conditions that could have a direct and material effect on the passenger facility charge program in accordance with the Passenger Facility Charge Audit Guide for Public Agencies, issued by the Federal Aviation Administration (the “Guide”).

Auditor’s Responsibilities

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the provisions of the Guide, and will include tests of the accounting records of the program and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Schedule, including the disclosures, and determine whether the Schedule represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

HSPG & ASSOCIATES, PC

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Schedule or the program. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include correspondence with selected individuals, funding sources, creditors, and financial institutions.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

Our audit of the Schedule does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Schedule, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion.

As required by the Guide we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the passenger facility charge program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Guide.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*, and the Guide.

Audit Procedures—Compliance

The Guide requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable federal statutes, regulations, and the terms and conditions of the passenger facility charge program. Our procedures will consist of tests of transactions and other applicable procedures described in the Guide for the types of compliance requirements that could have a direct and material effect on the passenger facility charge program. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to the program in our report on compliance issued pursuant to the Guide.

Other Services

We will also assist in preparing the Schedule and related notes of the passenger facility charge program based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. This service is limited to the Schedule and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the Schedule, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the Schedule and related notes and that you have reviewed and approved the Schedule and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of the Schedule that is free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the Schedule in conformity with the accrual basis of accounting with the oversight of those charged with governance; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of the Schedule, all program financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Schedule, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform and audit under the Guide; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the Schedule; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the Schedule to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Schedule taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Schedule. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Guide, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of the passenger facility charge program; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to you; however, management is responsible for distribution of the Schedule. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

The audit documentation for this engagement is the property of HSPG & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HSPG & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by an outside regulator. If we are aware that a regulator is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

The client portal site through ShareFile is used solely to transmit data and is not intended to store the City's information. The City is responsible for downloading any deliverables and other records from the client portal site that it wishes to retain for its own records at the completion of the engagement. Upon completion of the engagement, data and other content will either be removed from the client portal site or become unavailable to the City within a reasonable time frame.

Andy Cromer is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for this service is included in a separate letter to the City dated April 22, 2026. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the honorable mayor and members of the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

The report on internal control over compliance related to passenger facility charge program will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on requirements of the Guide. The report will also state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

HSPG & Associates, P.C.

HSPG & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Stillwater, Oklahoma.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____



Agenda Item:	4.d. CC-26-73
Previous/Related Action:	N/A
Background/Issue:	The Stillwater Utilities Authority (SUA) owns property along the Kaw Waterline corridor. The Oklahoma Department of Transportation (ODOT) requires a portion of this property for an upcoming road reconstruction project. Currently, there is no recorded easement in place for the Kaw Waterline within this area.
Proposal/Solution:	Acceptance of this easement will ensure the City has the legal right to operate and maintain the existing Kaw Waterline and will provide adequate space for any future improvements or expansion.
Financial Source/Impact:	N/A
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Accept the waterline easement from the Stillwater Utilities Authority for the Kaw Waterline.
Prepared By:	Bill Millis, Director of Engineering
Reviewed By:	Bill Millis Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 2026-03-09 clean draft SUA to City Water Easement

WATER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned certifies that **Stillwater Utility Authority**, hereinafter called the "Grantor," owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

All that portion of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4), which lies South and East of the right-of-way of U.S. Highway No. 177, of Section 34, Township 21 North, Range 2 East of the Indian Base Meridian, Noble County, Oklahoma, and being more particularly described as follows to-wit:

Beginning at the Southeast corner of the Southeast Quarter of Section 34, T21N, R2E;

THENCE North 00°59' West, on and along the East section line of said Section 34, a distance of approximately 591.98 feet to a point in the eastern right-of-way line of U.S. Highway 177;

THENCE South 11°59' West a distance of 0.00 feet;

THENCE along a curve to the right having a central angle of 17°09', a radius of 1960.1 feet, and an arc length of 586.62 feet;

THENCE South 29°08' West a distance of approximately 55.30 feet to a point on the South section line of said Section 34, said point being the intersection of the eastern right-of-way line of U.S. Highway 177 with the South section line of said Section 34;

THENCE North 89°01' East, on and along the South section line of said Section 34, a distance of approximately 242.20 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 them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the **City of Stillwater**, its successors and assigns, an easement for the installation, operation and maintenance of a water line(s) through, over, under, and across the above-described property, together with the right of ingress and egress to and from same, for the purpose heretofore stated.

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

STILLWATER UTILITY AUTHORITY, GRANTOR

WILLIAM H. JOYCE, CHAIR

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 20__, personally appeared, William H. Joyce, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the Grantor's Chair, and acknowledged to me that he executed the same as Grantor's free and voluntary act and deed for the uses and purposes therein set forth.

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

NOTARY PUBLIC

My Commission Expires:
My Commission Number:

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this ____ day of _____, 20__, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during an open meeting, does hereby approve and accept from the named Grantor this 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 _____, 20__.

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA



Agenda Item:	4.e. CC-26-74
Previous/Related Action:	
Background/Issue:	The Fire Department is requesting to purchase a pre-owned 2022 Dodge Durango from the Kansas Highway patrol to be used as a staff vehicle. The pre-owned vehicle will have less than 50,000 miles and will be equipped with emergency lights, siren, and replacement bumper. We have previously purchased pre-owned vehicles from the Kansas Highway Patrol.
Proposal/Solution:	Appropriate funds to purchase a pre-owned Dodge Durango from the Kansas Highway Patrol, install fire department graphics, and fire department specific equipment.
Financial Source/Impact:	Funding is from the Fire Fund and insurance proceeds received from OMAG in the amount of \$19,577.
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve a budget amendment in the amount of \$38,000 to purchase a used Dodge Durango from the Kansas Highway Patrol.
Prepared By:	Duane Helmberger, Fire Chief
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. FD BA Dodge Durango



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: 04/13/2026

Department: Finance

Requested by: Jared Thulin

Explanation: Revenue:
Increase revenue projections for receipt of insurance proceeds from OMAG.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: Insurance Proceeds	1600000 - 62001		\$ 0	\$ 19,577	\$ 19,577
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Net Change: (will usually result in a total increase or decrease) \$19,577

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance:  _____

Date: 4/13/2026

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: 04/13/2026

Department: Fire

Requested by: Chief Duane Helmberger

Explanation:

Expenditures:
Appropriate funds for the purchase a pre-owned Dodge Durango from the Kansas Highway Patrol, install fire department graphics, and fire department specific equipment. Funding is from the Fire Fund and insurance proceeds received from OMAG in the amount of \$19,577.

	Account Name	Account Number (xxxxxxx-xxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	2022 Dodge Durango	1606510 - 54001	26FD04160	\$ 0	\$ 38,000	\$ 38,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 38,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: 

Date: 4/13/2026

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--

Agenda Item:	4.f. CC-26-75
Previous/Related Action:	
Background/Issue:	<ul style="list-style-type: none"> • Cary and Kendra Cox own property at 407 W. 22nd Avenue. • This request is for acceptance of an electric easement to allow City crews access to electric lines on this residential property. • The electric easement dedication consists of 4,155 square feet (.095 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 accept the electric easement and authorize the Mayor to execute the easement document.
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, Cary Cox AND Kendra Cox, 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:

SURFACE AND SURFACE RIGHTS ONLY:

The East 330 feet of lots Three (3) and Four(4), in Country Club District and Addition to the City of Stillwater, OK.


and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns do hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, an easement for the installation, operation and maintenance of 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:


The East 15 feet of Lot Three (3) and the East 15 feet of the North 277 feet of Lot Four (4) of COUNTRY CLUB DISTRICT, an Addition to the City of Stillwater, Payne County, State of Oklahoma.

The easement contains 4,155 square feet or _____ 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 grantors shall continue to have the full use and enjoyment of the property 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 electric line(s) at any and all times.



Cary Cox, GRANTOR


Kendra Cox, GRANTOR

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

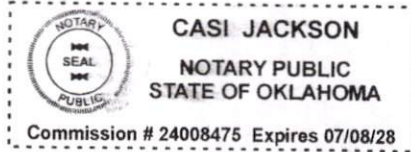
Before me, a Notary Public in and for said County and State on this 16th day of April, 2021, personally appeared, Cary + Kendra Cox, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he/she executed the same as 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.

Casi Jackson
NOTARY PUBLIC

My Commission Expires: 7-8-28
My Commission Number: 24008475

(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this ____ day of _____, 20__, personally appeared, _____, 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:
My Commission Number:

(SEAL)

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

NOW, on this ____ day of _____, 20__, 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 grantors 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



Agenda Item:	4.g. CC-26-76
Previous/Related Action:	
Background/Issue:	<p>IH Development, LLC requests to allow encroachment of a 14-foot wide subdivision sign within the public right-of-way. The sign is located at the southeast corner of Pintail Street and 26th Avenue, at the entrance for Park Valley Section 2.</p> <p>The sign was constructed at this location after a sign permit was issued from the City of Stillwater. It was later discovered that staff had made an error in approving the sign permit. An Encroachment and Release of Liability Agreement is proposed to allow the sign to remain.</p>
Proposal/Solution:	IH Development, LLC requests the approval of an Encroachment Agreement and Release of Liability for a 14-foot wide subdivision sign within the public right-of-way at the intersection of 26th Avenue and Pintail Street. The sign is located just inside of the right-of-way line and does not obstruct the intersection sight triangle or interfere with buried utilities in the area.
Financial Source/Impact:	None.
Related Strategic Priority:	#2 MOTIVATED MANAGEMENT #4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to approve the Encroachment Agreement and Release of Liability with IH Development, LLC for a 14-foot wide subdivision sign within the public right-of-way at the intersection of 26th Avenue and Pintail Street.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Encroachment Agreement
2. Park Valley 2 Masonry Sign Easement Exhibit

ENCROACHMENT AGREEMENT AND RELEASE OF LIABILITY
(Existing Encroachment)

This Encroachment Agreement and Release of Liability for an encroachment on a Right-of-Way is entered into by and between the City of Stillwater, an Oklahoma municipality (City), and IH Development, LLC, an Oklahoma Limited Liability Company (Owner).

The City owns right-of-way across, upon or adjacent to Owner's property. Owner's property is more particularly described as:

2224 West 29th Avenue Stillwater, Oklahoma

Owner has, without permission of the City, constructed or permitted the construction of a structure or other encroachment, namely a 3-foot by 14-foot monument sign with masonry finish, upon a portion of the right-of-way on or adjacent to Owner's property, said portion being described as:

A tract of land lying in the Public R/W of PARK VALLEY ADDITION SECTION 2, being a part of Southwest Quarter (SW/4) of Section Twenty (27), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows:

Commencing at the Westernmost Northwest corner of Lot 1, Block 12 of said plat; Thence S44°45'26"W along the Northwesterly line of said Lot 1, Block 12, a distance of 6.99 feet to the Point of Beginning; Thence N45°22'13"W a distance of 2.55 feet; Thence N44°45'26"E parallel to the Northwesterly line of said Lot 1, Block 12 and OUTLOT "H" & COMMON AREA a distance of 14.00 feet; Thence S45°22'13"E a distance of 2.55 feet to a point on the Northwesterly line of said OUTLOT "H" & COMMON AREA; Thence S44°45'26"W along said Northwesterly line of said OUTLOT "H" & COMMON AREA and Lot 1, Block 12 a distance of 14.00 feet to the Point of Beginning.

Containing 35.70 Sq. Ft. or 0.001 Acres, more o

The City grants to Owner permission to maintain the structure or other encroachment on the above-described portion of right-of-way.

The Owner shall not construct or permit additional encroachments upon the right-of-way, and shall not alter, improve, replace or add to the permitted encroachment without prior written permission of the City.

The City reserves the right to remove, allow the removal, or require Owner to remove all encroachments from the applicable right-of-way at any time in the event that the encroached upon right-of-way is required, in the sole judgment of the City, to be used for public purposes.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable right-of-way, Owner agrees, on behalf of Owner, Owner's family and heirs, agents, devisees, successors, grantees, and assigns (collectively referred to as "Owner") to **waive any and all claims, causes of action, for damages of any kind or nature, including but not limited to any foreseen or unforeseen personal injury (including death), property damages (including loss of use), or other losses or damages** against the City of Stillwater, Oklahoma, its employees, officers, agents or assigns, which may arise out of or in connection with any aspect of the encroachment upon the above described right-of-way.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable right-of-way, Owner also agrees to **indemnify, defend (at the City's option), and hold harmless** the City, its employees, officials, agents, representatives and volunteers **from and against any and all causes of action (whether groundless or not), losses, liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature** directly or indirectly arising out of or in connection with the encroachment upon the above described right-of-way.

In consideration of the City's agreement to not require Owner to immediately remove all encroachments from the applicable right-of-way, Owner also agrees to **reimburse City for any direct or indirect costs or expenses** that the City may incur as a direct or indirect result of any encroachment upon the above-described property. The presence or absence of any insurance shall not be construed as a limitation on the duties or obligations of Owner under this Agreement.

Owner shall obtain release agreements as required by all other applicable utilities companies, and shall comply with all local, state, and federal regulations and laws which may be applicable to Owner's encroachment upon the above right-of-way.

OWNER UNDERSTANDS THE PERSONAL, PROPERTY, AND/OR FINANCIAL RISKS ASSOCIATED WITH THIS AGREEMENT, AND OWNER AGREES TO ACCEPT THESE RISKS KNOWINGLY AND VOLUNTARILY.

Owner seeks this agreement with the City voluntarily, and acknowledges that no promises, agreements or other inducements have been made to Owner. Owner understands that the City of Stillwater, Oklahoma will rely on this statement, the terms of this Agreement are contractual in nature, and this Agreement is specifically designed to protect the City of Stillwater, Oklahoma, its citizens, employees, officers, agents, and assigns.

APPROVED by the City Council of the City of Stillwater, Oklahoma on: _____, 2026.

CITY OF STILLWATER, a municipal corporation

By: _____
Mayor

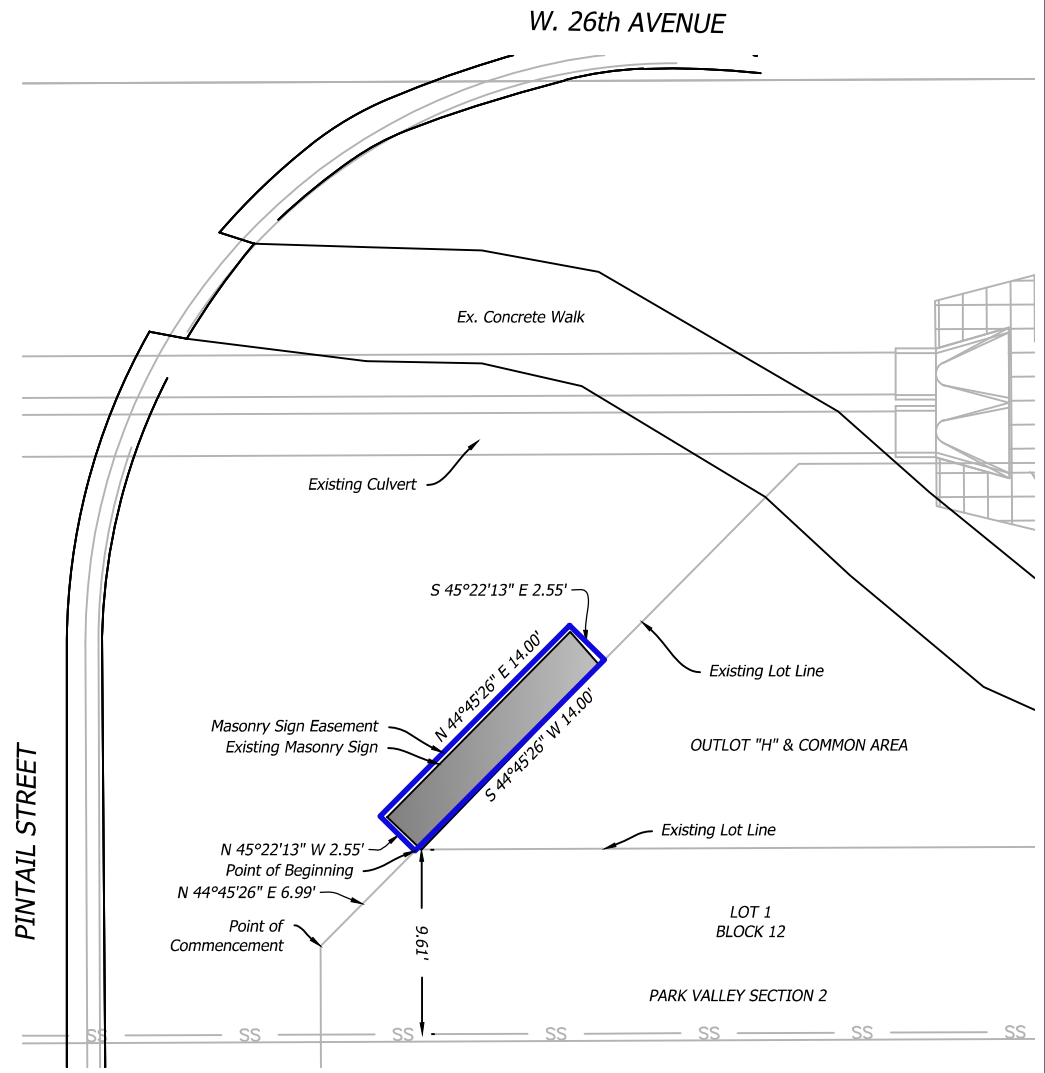
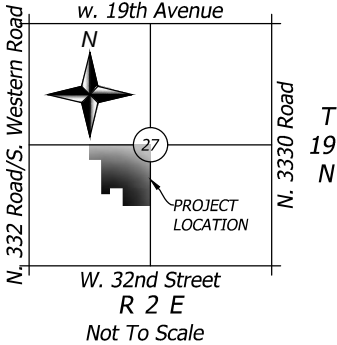
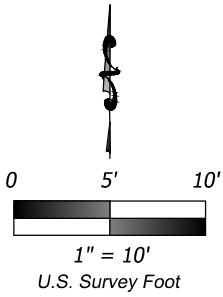
ATTEST:

APPROVED:

City Clerk

City Attorney

MASONRY SIGN EASEMENT EXHIBIT



LEGAL DESCRIPTION

A tract of land lying in the Public R/W of PARK VALLEY ADDITION SECTION 2, being a part of Southwest Quarter (SW/4) of Section Twenty (27), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, being more particularly described as follows:

Commencing at the Westernmost Northwest corner of Lot 1, Block 12 of said plat; Thence S44°45'26"W along the Northwesterly line of said Lot 1, Block 12, a distance of 6.99 feet to the Point of Beginning;

Thence N45°22'13"W a distance of 2.55 feet;

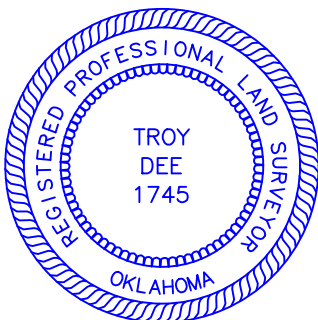
Thence N44°45'26"E parallel to the Northwesterly line of said Lot 1, Block 12 and OUTLOT "H" & COMMON AREA a distance of 14.00 feet;

Thence S45°22'13"E a distance of 2.55 feet to a point on the Northwesterly line of said OUTLOT "H" & COMMON AREA;

Thence S44°45'26"W along said Northwesterly line of said OUTLOT "H" & COMMON AREA and Lot 1, Block 12 a distance of 14.00 feet to the Point of Beginning.

Containing 35.70 Sq. Ft. or 0.001 Acres, more or less.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 6th day of March, 2026.



Troy Dee
Troy Dee, PLS #1745
March 6, 2026

Prepared By
GOLDEN
LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
Drafted by: JJ GLS Job No.: 21734
Plot Date: March 6, 2026

Sheet 1 Of 1

Filename: C:\JOBS\# PROJECTS 2021\21734 PARK VALLEY 1 IDEAL\2023 AS-BUILT\DWG\PARK VALLEY 2 ENTRY SIGN EASEMENT EXHIBIT.DWG; Last Saved: 3/6/2026 1:51:38 PM; Plot Date: 3/6/2026; Login: Justin Johns



Agenda Item:	4.h. CC-26-77
Previous/Related Action:	Mission of Hope has benefited for many years from the Emergency Solutions Grant (ESG) program which is a component of the State's Continuum of Care system designed to alleviate homelessness in Oklahoma. ESG programs enable homeless individuals and families to move toward independent living by providing emergency housing, supportive services, eviction prevention and housing assistance. ESG funds are provided by the US Department of Housing and Urban Development (HUD) and administered by the Oklahoma Department of Commerce.
Background/Issue:	The City of Stillwater must grant approval for Mission of Hope to apply for this grant. By authorizing this grant application, people in critical need will continue to receive valuable services.
Proposal/Solution:	Approve Mission of Hope submitting the Emergency Solutions grant application.
Financial Source/Impact:	None
Related Strategic Priority:	#3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to authorize the Mayor to sign the Local Government Certification documents for Mission of Hope to apply for the 2025 Emergency Solutions grant.
Prepared By:	Shelly Crynes, Grants Manager
Reviewed By:	Michelle Wilhelm Christy Cluck Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Local Government Certification & Certification of Local Government Approval for Nonprofit Organizations

LOCAL GOVERNMENT CERTIFICATION

Emergency Solutions Grant (ESG) Program

To be submitted ONLY by Units of General Local Government Applicants.

I, William H. Joyce, Mayor, Chief Elected Official of
City of Stillwater

_____, certify that the units of general local government will comply with the following:

The requirements of 24 CFR Sec. 576 and the current Federal Register Notice of Fund Availability; Amended Program Requirements, concerning the continued use of buildings for which Emergency Solutions Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services, concerning the population to be served.

The building standards requirement of 24 CFR Sec. 576.55.

The requirements of 24 CFR Sec. 576, concerning assistance to the homeless.

The requirements of 24 CFR Sec. 576.330, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.

I further certify that the units of general local government will comply with the provisions of, and regulations and procedures applicable under, section 104(g) of the Housing and Community Development Act of 1974 with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

I further certify that the units of general local government and the shelter(s) conducting activities, funded in whole or in part with McKinney Act funds, to assist the homeless population in this jurisdiction, will administer, in good faith, a policy designed to ensure that the assisted homeless facility is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

I further certify that the submission of an application for an emergency solutions grant is authorized under state and/or local law and that the local government possesses legal authority to carry out emergency solutions grant activities in accordance with applicable law and regulations of the Department of Housing and Urban Development.

William H. Joyce, Mayor

Name of Chief Elected Official and Title

May 4, 2026

Signature of Chief Elected Official

Date

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL FOR NONPROFIT ORGANIZATIONS

Emergency Solutions Grant (ESG) Program

To be submitted **ONLY** by **Community Action Agencies (CAA) or Independent Nonprofits** and to be prepared by Units of General Local Government.

I, William H. Joyce, Mayor, (name of local government official and title) duly authorized to act on behalf of the City of Stillwater (name of jurisdiction) hereby approve the following emergency shelter activities proposed by Stillwater MOH Inc. - Mission of Hope (name of CAA/Nonprofit) which is (are) to be located in City of Stillwater, OK (name of jurisdiction).

William H. Joyce, Mayor

Name of Chief Elected Official and Title

May 4, 2026

Signature of the Chief Elected Official

Date



Agenda Item:	4.i. CC-26-78
Previous/Related Action:	None
Background/Issue:	The 7th Avenue street paving is discontinuous between the Crosswinds and Pecan Hill subdivisions. The gap in paving is approximately 10 feet wide and exists because the 7th Avenue public right-of-way for each subdivision is separated by a strip of land owned and maintained by the Crosswinds Homeowner's Association (HOA).
Proposal/Solution:	Connecting the two sections of 7th Avenue is essential in providing connectivity for emergency services. A dedication deed for the right-of-way gap (approximately 2325 square feet or 0.05 acres) has been obtained from the Crosswinds HOA. Paving of the street will be performed by the City with funding from the Transportation Sales Tax.
Financial Source/Impact:	There is no current financial impact due to this request as funding for the street paving work will be authorized at a later date.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Staff recommends a motion to accept the right-of-way dedication from the Crosswinds HOA and authorize the Mayor to execute the dedication document.
Prepared By:	David Barth, Director of Development Services
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. 7th Ave ROW
2. Dedication Deed

5702

5700

7TH

701

709



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

KNOW ALL MEN BY THESE PRESENTS:

That the Crosswinds Homeowner's Association by Scilla Drake, its Treasurer, the owner
Corporate Name Signatory Name Corporate Officer
of the legal and equitable title to the following described real estate situated in the City of Stillwater, Payne
County, Oklahoma, to wit:

LEGAL DESCRIPTION

A tract of land in Section Nineteen (19), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows: Beginning 1320.1 feet West and 660 feet South of the Northeast Corner (NE/cor) of the Northwest Quarter (NW/4); thence south 215.02 feet; thence west 110 feet; thence north 217.56 feet; thence east 110 feet; LESS and EXCEPT the portion platted as The Crosswinds, Section One.

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 60 feet of the above described 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.

DATED this 22 day of April

20 24
Scilla Drake
CROSSWINDS HOMEOWNER'S ASSOCIATION

By Scilla Drake
Title/Position Secretary/Treasurer

State of Oklahoma)
) ss.
County of Payne)

Before me, the undersigned Notary Public, in and for said County and State, on this 22 day of April, 2024, personally appeared Scilla Drake, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as the owner's (title/position) Treasurer and as the free and voluntary act and deed of such corporate 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 last above written.

My Commission Expires: 05-31-26

Virginia Marcum
Notary Public



NOW on the ___ day of _____, 20___, 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.

Will Joyce, Mayor

(SEAL)
Attest:

City Clerk

Approved as to form and legality:

Kimberly Carnley, City Attorney



Agenda Item:	4.j. CC-26-79
Previous/Related Action:	April 7, 2026 Planning Commission Report
Background/Issue:	<p>Tradan Development, LLC own property located south of East Burris Road and one quarter mile west of North Perkins Road, which is addressed as 5502 N. Perkins Road and part of The Canyons residential subdivision development. The Canyons preliminary plat was originally approved in June 2017. The property is currently under development, and the final plat proposes to develop this section of 24.95 acres into 60 single-family residential lots and two (2) outlots. All public improvements for The Canyons, Sixth Section are substantially complete and are proposed to be accepted concurrently with The Canyons, Sixth Section 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 The Canyons, Sixth Section 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 The Canyons, Sixth Section.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Application Information
2. Minutes 04.07.2026 SPC
3. The Canyons, Sixth Section Final Plat

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 and asks for questions; none respond.

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.

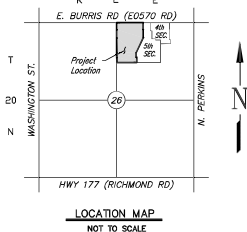
Staff recommends to approve the Final Plat for The Canyons, Sixth Section as presented.

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

FINAL PLAT
THE CANYONS, SIXTH SECTION
 A PART OF THE N.E. 1/4, SECTION 26, T20N, R2E, I.M.
 STILLWATER, PAYNE COUNTY, OKLAHOMA



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

That we the undersigned, **TRADAN DEVELOPMENT, L.L.C.**, an Oklahoma Limited Liability Company, and **IDEAL HOMES OF NORMAN, L.P.**, an Oklahoma Limited Partnership, is the owner of the property described in this final plat of **THE CANYONS, SIXTH SECTION**, a subdivision of a part of the Northeast Quarter (N.E. 1/4), Section 26, Township 20 North (T20N), Range 2 East (R2E), of the Indian Meridian (I.M.), Payne County, State of Oklahoma, more particularly described as follows:

A tract of land being a part of the Northeast Quarter (NE 1/4), Section Twenty-Six (26), Township Twenty North (T20N), Range Two East (R2E), of the Indian Meridian, Stillwater, Payne County, Oklahoma, being more particularly described as follows:

COMMENCING at the Northeast corner of said NE 1/4 of Section 26; THENCE South 89°52'38" West along the north line of said NE 1/4 a distance of 1745.53 feet to the Northwest corner of the filed final plat of **THE CANYONS, FIFTH SECTION** (as filed in Book 2503, Pages 651) and the POINT OF BEGINNING;

THENCE along the property line of said final plat the following seven (7) courses:

- 1) South 00°06'16" East a distance of 232.52 feet;
- 2) South 89°53'08" West a distance of 4.70 feet;
- 3) South 00°06'53" East a distance of 279.56 feet;
- 4) South 25°00'43" West a distance of 566.69 feet;
- 5) South 00°06'53" East a distance of 150.96 feet;
- 6) North 89°53'08" East a distance of 20.00 feet;
- 7) South 00°06'53" East a distance of 180.29 feet;

THENCE North 90°00'00" West a distance of 681.32 feet to a point on the West line of said N.E. 1/4; THENCE North 00°08'46" West along said West line a distance of 1354.91 feet to the Northwest corner of said NE 1/4; THENCE North 89°52'38" East along said North line a distance of 907.52 feet to the POINT OF BEGINNING.

Said tract contains 24.95 acres, more or less.

The owner hereby certifies that the subject property has been surveyed, subdivided, and platted in accordance with all applicable laws, ordinances, codes and regulations, and does hereby dedicate all public ways, streets, right-of-way, public areas, and/or easements shown on this final plat to the City of Stillwater, Oklahoma.

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

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

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

COUNTY TREASURER'S CERTIFICATE

I, _____, 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 **THE CANYONS, SIXTH SECTION**, on 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,



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 **THE CANYONS, SIXTH SECTION**, on 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 61-108 of the Oklahoma State Statutes.

GOLDEN LAND SURVEYING, P.L.L.C.
 4131 NW 122nd St., Suite 100
 Oklahoma City, OK, 73120
 PHONE: (405) 849-6010

Troy Dee, LICENSED LAND SURVEYOR No. 1745
 OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 7263 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

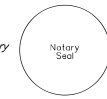


STATE OF OKLAHOMA s.s.
COUNTY OF Payne

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____ as manager of **TRADAN DEVELOPMENT, L.L.C.**, an Oklahoma Limited Liability Company, 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 and as the free and voluntary act and deed of **TRADAN DEVELOPMENT, L.L.C.**, 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

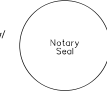


STATE OF OKLAHOMA s.s.
COUNTY OF Payne

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20__, personally appeared _____ as manager of **IDEAL HOMES OF NORMAN, L.P.**, an Oklahoma Limited Partnership, 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 and as the free and voluntary act and deed of **IDEAL HOMES OF NORMAN, L.P.**, 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 **THE CANYONS, SIXTH SECTION**, 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 **THE CANYONS, SIXTH SECTION**, Stillwater, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Stillwater, Oklahoma this _____ day of _____, 20__.

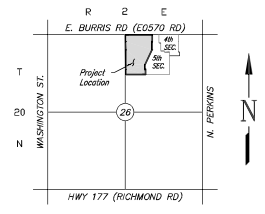
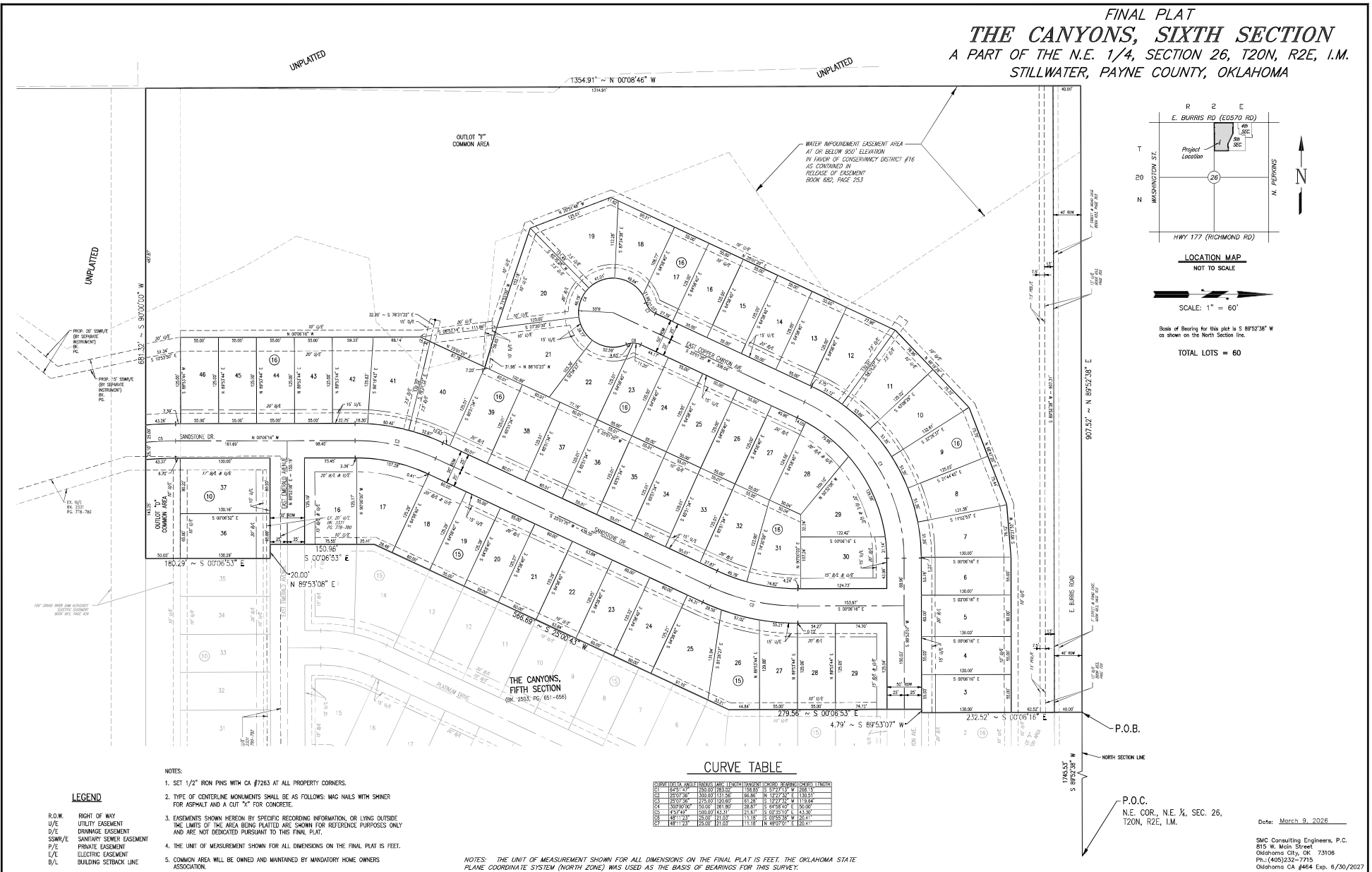
ATTEST:

CITY CLERK,

MAYOR,



FINAL PLAT
THE CANYONS, SIXTH SECTION
 A PART OF THE N.E. 1/4, SECTION 26, T20N, R2E, I.M.
 STILLWATER, PAYNE COUNTY, OKLAHOMA



LOCATION MAP
 NOT TO SCALE

SCALE: 1" = 60'

Scale of Bearing for this plat is S 89°52'38" W as shown on the North Section line.

TOTAL LOTS = 60

CURVE TABLE

CURVE NO.	ARC LENGTH	CHORD	CHORD BEARING	CHORD BEARING	CHORD BEARING	CHORD BEARING
01	1481.00	1500.00	113.25	113.25	113.25	113.25
02	2297.94	2300.00	113.25	113.25	113.25	113.25
03	2929.88	2930.00	113.25	113.25	113.25	113.25
04	3561.82	3570.00	113.25	113.25	113.25	113.25
05	4193.76	4200.00	113.25	113.25	113.25	113.25
06	4825.70	4830.00	113.25	113.25	113.25	113.25
07	5457.64	5460.00	113.25	113.25	113.25	113.25
08	6089.58	6090.00	113.25	113.25	113.25	113.25
09	6721.52	6720.00	113.25	113.25	113.25	113.25
10	7353.46	7350.00	113.25	113.25	113.25	113.25
11	7985.40	7980.00	113.25	113.25	113.25	113.25
12	8617.34	8610.00	113.25	113.25	113.25	113.25
13	9249.28	9240.00	113.25	113.25	113.25	113.25
14	9881.22	9870.00	113.25	113.25	113.25	113.25
15	10513.16	10500.00	113.25	113.25	113.25	113.25
16	11145.10	11130.00	113.25	113.25	113.25	113.25
17	11777.04	11760.00	113.25	113.25	113.25	113.25
18	12408.98	12390.00	113.25	113.25	113.25	113.25
19	13040.92	13020.00	113.25	113.25	113.25	113.25
20	13672.86	13650.00	113.25	113.25	113.25	113.25
21	14304.80	14280.00	113.25	113.25	113.25	113.25
22	14936.74	14910.00	113.25	113.25	113.25	113.25
23	15568.68	15540.00	113.25	113.25	113.25	113.25
24	16200.62	16170.00	113.25	113.25	113.25	113.25
25	16832.56	16790.00	113.25	113.25	113.25	113.25
26	17464.50	17390.00	113.25	113.25	113.25	113.25
27	18096.44	17970.00	113.25	113.25	113.25	113.25
28	18728.38	18520.00	113.25	113.25	113.25	113.25
29	19360.32	19040.00	113.25	113.25	113.25	113.25
30	19992.26	19520.00	113.25	113.25	113.25	113.25
31	20624.20	19960.00	113.25	113.25	113.25	113.25
32	21256.14	20360.00	113.25	113.25	113.25	113.25
33	21888.08	20720.00	113.25	113.25	113.25	113.25
34	22520.02	21030.00	113.25	113.25	113.25	113.25
35	23151.96	21290.00	113.25	113.25	113.25	113.25
36	23783.90	21500.00	113.25	113.25	113.25	113.25
37	24415.84	21660.00	113.25	113.25	113.25	113.25
38	25047.78	21680.00	113.25	113.25	113.25	113.25
39	25679.72	21560.00	113.25	113.25	113.25	113.25
40	26311.66	21300.00	113.25	113.25	113.25	113.25
41	26943.60	20900.00	113.25	113.25	113.25	113.25
42	27575.54	20370.00	113.25	113.25	113.25	113.25
43	28207.48	19710.00	113.25	113.25	113.25	113.25
44	28839.42	18920.00	113.25	113.25	113.25	113.25
45	29471.36	17910.00	113.25	113.25	113.25	113.25
46	30103.30	16680.00	113.25	113.25	113.25	113.25

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

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 SHNER 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 PLATED ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE NOT REDUCED PURSUANT TO THIS FINAL PLAT.
4. THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET.
5. COMMON AREA WILL BE OWNED AND MAINTAINED BY MANDATORY HOME OWNERS ASSOCIATION.

NOTES: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS FEET. THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NORTH ZONE) WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

Date: March 9, 2026

S/M Consulting Engineers, P.C.
 815 W. Main Street
 Oklahoma City, OK 73106
 Ph.: (405) 232-7715
 Oklahoma C.A. #464 Exp. 6/30/2027

THE CANYONS, SIXTH SECTION
 FINAL PLAT
 SHEET 2 OF 2

Agenda Item:	4.k. CC-26-80
Previous/Related Action:	
Background/Issue:	<p>Tradan Development, LLC owns property addressed as 5502 N Perkins Road. This request is for acceptance of the public improvements for The Canyons, Sixth Section. The public improvements are:</p> <ul style="list-style-type: none"> • 1,520 linear feet (LF) of 8-inch C900 PVC pipe waterline • 665 LF of 10-inch HDPE waterline • 5 fire hydrants • 3,649 LF of 8-inch SDR 26 sanitary sewer line • 19 manholes • 366 LF of 30-inch RCP storm sewer pipe. • 5,610 square yards of 7-inch concrete street paving
Proposal/Solution:	Staff recommends acceptance of all public improvements listed above.
Financial Source/Impact:	There is no financial impact from the acceptance of this public infrastructure.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the public improvements for The Canyons, Sixth Section.
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 CBB0071546
2. Water Improvement Bond CBB0071545
3. Paving Improvement Bond 2300162
4. Sanitary Sewer Bond CBB0071547 - Revised 4.27.26

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Canyons Sec. 6 Storm
Plat Case Number: SUB22-04

Bond Number: CBB0071546

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Arrow Contracting & Utilities, LLC / P.O. Box 6014 Moore, OK 73153,
as PRINCIPAL, and National American Insurance Company, a corporate entity
organized under the Laws of the State of Oklahom 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
Two Hundred and Four Thousand Three Hundred Twendy Six with 50/100 Dollars (\$ 204,326.50),
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):

The Canyons Sixth Eddition / South of Burris Rd. one half mile east of Washington

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 6014 Moore, OK 73153 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 8th day of April 2026.

Arrow Contracting & Utilities, LLC /
Principal
By: [Signature]
Title President

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 8th day of April 2026.

National American Insurance Company
Surety
By: [Signature]
Attorney-in Fact
1010 Manvel Ave., Chandler, OK 74834
Mailing Address
CTharp@naico.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 Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of April, 2026, personally appeared Christian Scorsone, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
Notary Public



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0071546

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Arthur A. Ricketts, Vicky Courtney, Jordan Ricketts, Virginia Allison, Keith A Shideler,
Mayra Perez, Hayden Musgrove

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the 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.



Crystal Earp

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 8th day of April, 2026



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

Notary Statement

STATE OF Oklahoma)

) Ss

COUNTY OF Oklahoma)

I, Mayra Y. Perez, Notary Public in and for said County and State, do hereby certify that on this 8th day of April 2020, Hayden Musgrove, personally known to me to be the same person and official who executed the above and foregoing instrument as Broker appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Rickets Fennell & Associates, LLC pursuant the authority conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto to set my hand and seal the day and year last above written.

Mayra Y. Perez
Signature of Notary Public



Notary Commission Number 23010751

My commission expires: 08/10/27

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Canyons Sec. 6 Water
Plat Case Number: SUB22-04

Bond Number: CBB0071545

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Arrow Contracting & Utilities, LLC / P.O. Box 6014 Moore, OK 73153,
as PRINCIPAL, and National American Insurance Company, a corporate entity
organized under the Laws of the State of Oklahoma 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
Four Hundred and Two Thousand Eight Hundred and Sixty with 82/100 Dollars (\$402,860.82),
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):

The Canyons Sixth Edition / South of Burriss Rd. one half mile east of Washington St.

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 6014 Moore, OK 73153 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 8th day of April 2026.

Arrow Contracting & Utilities, LLC /
Principal
By: [Signature]
Title President

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 8th day of April 2026.

National American Insurance Company
Surety
By: [Signature]
Attorney-in Fact
1010 Manvel Ave., Chandler, OK 74834
Mailing Address
CTharp@naico.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 Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of April, 2026, personally appeared Christian Scorsone, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
Notary Public



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0071545

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Arthur A. Ricketts, Vicky Courtney, Jordan Ricketts, Virginia Allison, Keith A Shideler,
Mayra Perez, Hayden Musgrove

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the 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.



Crystal Exp

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 8th day of April, 2026



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

Notary Statement

STATE OF Oklahoma)
) Ss
COUNTY OF Oklahoma)

I, Mayra Y. Perez, Notary Public in and for said County and State, do hereby certify that on this 8th day of April 20 26, Hayden Musgrove, personally known to me to be the same person and official who executed the above and foregoing instrument as Broker appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Rickets Fennell & Associates, LLC pursuant the authority conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto to set my hand and seal the day and year last above written.

Mayra Y. Perez
Signature of Notary Public



Notary Commission Number 23010751
My commission expires: 08/10/27

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Canyons 6
Plat Case Number: SUB22-04

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, MK Excavation, LLC, as PRINCIPAL, and West Bend Insurance Compan, 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 Forty-Two Thousand, Nine Hundred Dollars and Zero Cents Dollars (\$ 742,900.00), 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):

Canyons 6 - 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 17th 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 17th day of April 2026.

West Bend Insurance Company
Surety
By: *Amy Winters*
Attorney-in Fact Amy Winters

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 24th 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. 2300162

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.

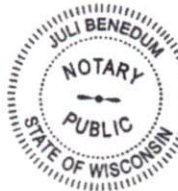
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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 17th day of April, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

**STILLWATER COMMUNITY DEVELOPMENT
SUBDIVISION MAINTENANCE BOND**

Subdivision Name: Canyons Sec. 6

Plat Case Number: SUB22-04

Sanitary Sewer

Bond Number: CBB0071547

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Arrow Contracting & Utilities, LLC / P.O. Box 6014 Moore, OK 73153, as PRINCIPAL, and National American Insurance Company, a corporate entity organized under the Laws of the State of Oklahom 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 Seventy Six Thousand Five Hundred Thirty One with 84/100 Dollars (\$576,531.84), 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):

The Canyons Sixth Eddition / South of Burris Rd. one half mile east of Washington.

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 6014 Moore, OK 73153 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 8th day of April 2026.

Arrow Contracting & Utilities, LLC
Principal
By: [Signature]
Title President

IN WITNESS WHEREOF, the said Surety has executed in its name by its duly authorized officers and delivered this bond this 8th day of April 2026.

National American Insurance Company
Surety
By: [Signature]
Attorney-in Fact
1010 Manvel Ave., Chandler, OK 74834
Mailing Address
CTharp@naico.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 Oklahoma, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of April, 2026, personally appeared Christian Scorsone, to me known to be the identical person(s) who executed the foregoing subdivision bond and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

[Signature]
Notary Public



NATIONAL AMERICAN INSURANCE COMPANY
CHANDLER, OKLAHOMA
POWER OF ATTORNEY

Number: CBB0071547

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Arthur A. Ricketts, Vicky Courtney, Jordan Ricketts, Virginia Allison, Keith A Shideler,
Mayra Perez, Hayden Musgrove

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the 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.



Crystal Earp

Notary Public
My Commission Expires August 27, 2025
Commission #13007877

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 8th day of April, 2026



R. Patrick Gilmore

R. Patrick Gilmore, Secretary

Notary Statement

STATE OF Oklahoma)
) Ss
COUNTY OF Oklahoma)

I, Mayra Y. Perez, Notary Public in and for said County and State, do hereby certify that on this 8th day of April 2020, Hayden Musgrove, personally known to me to be the same person and official who executed the above and foregoing instrument as Broker appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of Rickets Fennell & Associates, LLC pursuant the authority conferred and for the uses and purposes therein set forth.

IN WITNESS THEREOF, I have hereunto to set my hand and seal the day and year last above written.

Mayra Y. Perez
Signature of Notary Public



Notary Commission Number 23010751
My commission expires: 08/10/27



<p>Agenda Item:</p>	<p>7.a. CC-26-81</p>
<p>Previous/Related Action:</p>	
<p>Background/Issue:</p>	<p>Currently, a short-term rental (STR) license is only required in the RSL (Residential Large Lot Single Family), RSS (Residential Small Lot Single Family), and RT (Two Family Residential) zoning districts. The City currently has 167 active STR licenses in the RSS, RSL and RT zoning districts. The current STR licensing process requires staff to notify all property owners within 300 feet of the proposed STR. If there are no objections, the license is administratively approved. If anyone, no matter where they reside, objects to licensing an STR, the Planning Commission holds a public hearing to consider the objections and approve or deny the license. Since the City began regulating STRs in 2019, there have been several instances where objections to an STR license were filed by someone residing in a different part of the City or in a different city altogether. These objectors often do not attend the public hearings which require significant staff time and expense noticing, preparing presentations/reports, scheduling the hearings as well as planning commissioners who volunteer their time having to preside over the public hearing.</p> <p>The proposed text amendment requires all short-term rentals, in all zoning districts, to be licensed through the Development Services Department. The proposed application process is streamlined, with administrative approval, a strong emphasis on enforcement and compliance, and increased application requirements. Applicants will be asked to address common concerns (i.e. tenant screening process, parking, house rules, occupancy limits, presence of fire alarms and carbon monoxide detectors) of the Planning Commission and neighbors expressed during past public hearings.</p>
<p>Proposal/Solution:</p>	<p>On April 21, 2026, Planning Commission held a public hearing to consider the proposed text amendment. During discussion, the Planning Commission contemplated how to protect the character of residential neighborhoods by limiting the number of licenses in areas zoned Small Lot Single Family (RSS) and Large Lot Single Family (RSL). The Planning Commission recommended, by a vote of 5-0, the City Council approve the proposed Text Amendment</p>

	with a maximum density requirement for STR licenses in the RSS and RSL zoning districts.
Financial Source/Impact:	None.
Related Strategic Priority:	#4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation to approve the text amendment with the maximum density requirement for RSS and RSL zoning districts.
Prepared By:	Henry Bibelheimer, Senior Planner
Reviewed By:	David Barth Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Planning Commission 04.21.2026 Minutes _ Draft
2. Draft Ordinance

STILLWATER PLANNING COMMISSION SUMMARY
REGULAR MEETING OF APRIL 21ST, 2026
IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING
LAW, THE AGENDA WAS POSTED April 20th, 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

MR. BIBELHEIMER PRESENT

Kim Payne, Assistant City Attorney
Henry Bibelheimer, Senior City Planner
David Barth, Development Services Director
Alexandria Holle-Maged, Administrative Assistant

MEMBERS ABSENT

Mr. Bibelheimer Absent

1. CALL MEETING TO ORDER.

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

2. PUBLIC HEARING

- a. Receive public comment regarding a Text Amendment (TXT26-01) to Chapter 23, Land Development Code, by repealing Article V, Use Categories and Limitations, Division 4, Residential Short-Term Rental, in its entirety; and creating and adopting Chapter 23, Land Development Code, Article V, Use Categories and Limitations; Division 4; Short-Term Rentals, Section 23-115.1, Definitions; Section 23-115.2 Permitted Districts; Section 23-115.3 Short-Term Rental License Required; Compliance with Applicable Codes; Section 23-115.4, Application Form and Process; Section 23.115.5 Denial, Revocation, Notice and Hearing and Compliant Process, Section 23.115.6, Covenants, Deed Restrictions and Overlay Requirements; Section 23-115.7, Penalty; repealing all ordinances to the contrary; and providing for severability.

Mr. Henry Bibelheimer, Sr. Planner presents the Mr. Bibelheimer report and asks for questions.

Commissioner Prather asks about the source of the 20% cap. Mr. Bibelheimer explains it addresses neighbor concerns about neighborhood character; and after researching other cities, some of which use 300-foot separation rules or owner-occupancy requirements, Mr. Bibelheimer chose a percentage-based cap to fit the local context with minimal disruption.

Mrs. Kim Payne, Assistant City Attorney notes that percentage caps are also used elsewhere; this method was selected because it is easier for the city to monitor and simpler for applicants to understand than complex distance-based rules.

Commissioner Peters queries on which zonings this will apply. Mr. Bibelheimer confirms the 20% cap applies only to RSS (Small Lot) and RSL (Large Lot) single-family districts to protect neighborhood character and it would not apply to multi-family (RM) or two-family (RT) zones.

Vice Chair Williams asks if regulations differ for owner-occupied units. Mr. Bibelheimer confirms all STRs follow the same requirements regardless of occupancy, as verifying owner status is difficult to enforce; and staff views this as a "test run" that can be adjusted during the upcoming Chapter 23 rewrite.

Commissioner Prather asks for a formal definition of a "block." Mrs. Payne, Asst. City Attorney defines it as a group of lots separated by streets or rights-of-way, or as identified by block numbers in platted subdivisions. Mrs. Payne, Asst. City Attorney clarifies that an alleyway would technically split a square block into two separate blocks.

Commissioner Prather wonders if a distance-based rule might be more user-friendly for applicants.

Chair Phillips supports the percentage approach, arguing it better accounts for varying lot densities and is less disruptive in compact neighborhoods than a 300-foot rule. Chair Phillips notes that since many Stillwater blocks have roughly five homes, the 20% rule effectively limits STRs to one per block face; and believe this balances public demand for rentals with the need to preserve neighborhood integrity. Chair Phillips also expresses approval for excluding owner-occupancy requirements to ensure local demand is met. Chair Phillips and Commissioner Prather agree with limiting caps to RSS and RSL zones, noting that higher-density areas like RT and RM already have a more transient nature.

Commissioner Prather questions whether screening guests against the sex offender registry is mandatory for rentals within 500 feet of schools. Mr. Bibelheimer confirms it is a requirement; and explains that while they cannot track every screening proactively, an owner's license can be revoked if the city confirms a violation has occurred.

Mr. Bibelheimer states that regarding rental platforms like Airbnb or VRBO, is unsure if automated toggles exist for this screening but notes that the public registry is easily accessible to owners once guest names are provided at booking.

Commissioner Prather seeks clarification on what constitutes "operating in violation." Mr. Bibelheimer clarifies that a property is considered in operation every day it is advertised as available, meaning daily fines can accrue regardless of whether a guest is actually present.

Vice Chair Williams notes the text mandates screening but doesn't explicitly forbid renting to those on the registry. Mr. Bibelheimer explains that while the omission was unintentional, state law legally prohibits sex offenders from staying within 500 feet of schools, making such rentals illegal by default.

Mr. Bibelheimer explains that for general guest screening, they do not mandate specific criteria like age or star ratings, instead, require owners to submit a "screening plan" to ensure a process is in place, which encourages owners to adopt best practices to protect their property.

Mr. Bibelheimer concludes by clarifying that there are two distinct screening requirements: mandatory registry checks near schools and the submission of a general screening process for all guests.

Commissioner Shanahan asks if the STR distribution map is public. Mr. Bibelheimer explains it is currently internal but may be hosted publicly once new software is acquired; and until then, applicants must call the city to verify if a block has reached its 20% limit.

Mr. Bibelheimer confirms that the map only shows currently licensed properties; and expect many non-compliant STRs to be registered within six months as enforcement software identifies unregistered operators.

Commissioner Peters suggests the public map should highlight "full" blocks. Mr. Bibelheimer responds that three (3) blocks currently exceed the limit and will be grandfathered in; however, if those licenses lapse, they cannot be replaced until the density falls below 20%.

Commissioner Prather observes that the cap adds a layer of due diligence for buyers and may impact property values, as investors might avoid "full" blocks where they cannot obtain a license.

Vice Chair Williams asks if the city needs the specific info of a local resident for the 23-hour point of contact. Mr. Bibelheimer explains the priority is the one-hour response time rather than a specific identity; and if a registered contact is unavailable, the owner is simply responsible for ensuring someone else arrives within the hour.

Vice Chair Williams suggests the ordinance specifically include "local contact" info in the requirements. Mr. Bibelheimer acknowledges this but maintains that the current language already allows the city to penalize owners if the one-hour response is not met.

Vice Chair Williams inquires on what fees will be. Mr. Bibelheimer explains that licensing fees (proposed at \$200 for initial and \$100 for resubmittal) were moved to a separate fee manual which will allow for yearly updates via resolution rather than amending the ordinance itself.

Commissioner Shanahan inquires on how Mr. Bibelheimer anticipates the map to change. Mr. Bibelheimer shares that when multiple applications are submitted for a block nearing its limit, approvals will be granted on a first-come, first-served basis.

Mr. Bibelheimer clarifies that in residential districts (RSS/RSL), currently unlicensed operators risk losing their ability to operate if they aren't the first to apply before a cap is met, however, STRs in commercial or form-based code zones (T5/T6) are currently exempt from the density cap.

Commissioner Prather asks about penalties for operating without a license after being denied. Mrs. Payne, Asst. City Attorney, confirms that owners can be cited \$500 for every day they continue to advertise or operate.

Mr. Bibelheimer notes that the 20% rule includes a "round up" provision for flexibility; for example, a calculation resulting in 2.1 would allow for three STRs on that block.

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

Mr. Bibelheimer presents findings and alternatives:

Findings:

1. The proposed text amendment requires all short-term rentals within city limits to be licensed.
2. The application requirements are being increased, to address common concerns.
3. All Short-Term Rental Licenses are proposed to be administratively reviewed/approved.

Alternatives:

1. Accept findings and recommend that the City Council approve the proposed Text Amendment as presented.
2. Accept findings and recommend that the City Council approve the proposed Text Amendment with the density requirement for RSS and RSL zoning districts as presented.
3. Find that additional information or discussion is needed prior to making a recommendation and table the request to a future Planning Commission meeting.
4. Find that the Text Amendment is not needed and do not recommend that the City Council approve the request.

Mr. Bibelheimer recommends alternative 2 to accept findings and recommend that the City Council approve the proposed Text Amendment with the density requirement for RSS and RSL zoning districts as presented

Planning Commissioners express strong support for the proposal, noting that it addresses recurring concerns from both residents and owners while streamlining the process by moving to administrative review and remark that the 20% cap is a fair starting point, especially since only three blocks are currently known to exceed it.

Commissioner Prather moves to accept findings and recommend that the City Council approve the proposed Text Amendment with the density requirement for RSS and RSL zoning districts as presented. Vice-Chair Williams seconds.

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

Time: 45 minutes

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, LAND DEVELOPMENT CODE, BY REPEALING ARTICLE V, USE CATEGORIES AND LIMITATIONS, DIVISION 4, RESIDENTIAL SHORT-TERM RENTAL, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE V, USE CATEGORIES AND LIMITATIONS; DIVISION 4; SHORT-TERM RENTALS, SECTION SEC. 23-115.1, DEFINITIONS; SEC. 23-115.2 PERMITTED DISTRICTS; SEC. 23-115.3 SHORT-TERM RENTAL LICENSE REQUIRED; COMPLIANCE WITH APPLICABLE CODES; SEC. 23-115.4, APPLICATION FORM AND PROCESS; SEC. 23-115.5, DENIAL, REVOCATION, NOTICE AND HEARING AND COMPLAINT PROCESS; SEC. 23-115.6, COVENANTS, DEED RESTRICTIONS AND OVERLAY REQUIREMENTS; SEC. 23-115.7, PENALTY; 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: The Stillwater City Code, Chapter 23, Land Development Code, Article V, Use Categories and Limitations, be amended by repealing Division 4, Residential Short-Term Rental, in its entirety as follows:

~~**DIVISION 4. RESIDENTIAL SHORT-TERM RENTALS**~~

~~**Sec. 23-115.1. Definitions.**~~

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

~~*Residential short term rental* means any dwelling, portion thereof, or habitable accessory structure, for rent for a temporary period of time up to 30 consecutive days per guest within a 90-day period.~~

~~*Guest* means a person who rents or occupies with others a residential short term rental.~~

~~*Rent* means all payments, except deposit and damages, to be made to the owner/operator of a residential short term rental property for the temporary occupancy of such dwelling.~~

~~**Sec. 23-115.2. Permitted districts.**~~

- ~~(1) Section 23-136: RSL—Residential Large Lot Single Family.~~
- ~~(2) Section 23-137: RSS—Residential Small Lot Single Family.~~
- ~~(3) Section 23-138: RT—Two Family Residential.~~

~~Sec. 23-115.3.—Residential short-term rental; license required; compliance with applicable codes.~~

~~(1) No person shall manage/operate a residential short-term rental without an annual license, as provided herein, issued by the city clerk.~~

~~(2) Licenses for residential short-term rental shall expire on January 31 each year or immediately upon change of ownership. Licenses may be renewed on an annual basis upon filing a renewal application with the city clerk. Initial licensing of the residential short-term rental shall be a fee of \$100.00. The annual renewal fee shall be \$10.00.~~

~~(3) No license shall be issued or renewed until the applicant produces sales tax permits issued by the State of Oklahoma or evidence that such collection is done by a third-party rental agent.~~

~~(4) No license shall be issued or renewed wherein taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.~~

~~(5) No person shall offer or engage in residential short-term rental in or on any part of the property not approved for residential occupancy, including but not limited to, a vehicle parked on the property, a storage shed, trailer or garage or any temporary structure such as a tent.~~

~~(6) No person shall offer or engage in residential short-term rental without complying with applicable building or fire codes.~~

~~Sec. 23-115.4.—Application form; process.~~

~~(1) An application for a residential short-term rental license shall be filed with the city clerk on a form furnished by the city clerk, which shall contain the following information:~~

~~(a) The name, mailing address, and telephone number of the property owner and the street address of the subject property;~~

~~(b) Number of bedrooms being offered for rent;~~

~~(c) Verification that the dwelling has working smoke detectors as required by city codes, a working carbon monoxide detector and a functioning fire extinguisher. This requirement is met by submitting a signed and notarized affidavit form provided by the city clerk and attaching a floorplan that depicts the location of (1) rooms provided for rent, (2) smoke detectors, (3) carbon monoxide detector, and (4) fire extinguishers;~~

~~(d) Proof of ownership of the property;~~

~~(e) The Uniform Resource Locator (URL), (i.e. the web site address) for any and all advertisements of the rental.~~

~~(f) A typewritten list and electronic/digital data capable of being reproduced as mailing labels, certified by the Payne County Assessor, licensed abstractor, attorney, engineer or architect, of all property owners within 300 feet of the subject property. The ownership list shall have been prepared no more than 30 days prior to submission.~~

~~(2) The city clerk shall send notification that an application for a residential short term license has been received to each property owner on the list required by subsection 23-115.4(1)(f). Such notification shall be documented by a certificate of mailing. If no written objection to the issuance of the license is received from a property owner sent such notice within 30 days of the mailing thereof, the city clerk may issue a license to the applicant provided all other requirements set forth in section 23-115.3 and section 23-115.4 have been met. If a written objection is received by the city clerk within 30 days of the mailing of notice thereof, the application shall be placed on a planning commission agenda and a public hearing shall be convened consistent with the criteria set forth in section 23-180(f). Appeal shall be to the city council in a manner consistent with section 23-180(f).~~

~~**Sec. 23-115.5. — Suspension, revocation; notice and hearing; complaint process.**~~

~~(1) A license issued pursuant to section 23-115.3 may be suspended or revoked by the city for failure to pay taxes due under Chapter 39 or for violation of any section of the Stillwater City Code or state law. No license shall be suspended or revoked until the owner/operator has been accorded written notice of the violation(s) and provided a public hearing before the planning commission. The planning commission may order the suspension or revocation of a license upon a preponderance of the evidence that the violation has occurred. The decision of the planning commission may be appealed to the city council by filing notice thereof with the city clerk within ten days of said action.~~

~~(2) The city manager shall establish written procedures to address complaints regarding residential short term rental properties and the operation thereof. Said procedure shall include the development of a webpage that will permit neighboring property owners and other aggrieved parties to report violations. The city manager shall also establish and publish on the website a list of all licensed residential short term rental properties.~~

~~**Sec. 23-115.6. — Covenants; deed restrictions; overlay requirements.**~~

~~This division or any section therein is not intended to be construed in derogation of or in conflict with any restrictive covenant, deed restriction or lease agreement that may be applicable. This division or any section therein shall be subject to any applicable overlay district or provision thereof or any zoning restriction unique to a particular area or parcel.~~

~~**Sec. 23-115.7. — Penalty.**~~

~~Violation of section 23-115.3 shall be deemed a Class "C" offense. Each day a residential short-term rental is operated in violation of said section shall constitute a separate offense.~~

SECTION 2: The Stillwater City Code, Chapter 23, Land Development Code, Article V Use Categories and Limitations be amended by creating Division 4, Short-Term Rentals as follows:

Division 4. Short-Term Rentals.

Sec. 23-115.1. Definitions.

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

Short-term rental means any dwelling, portion thereof, or habitable accessory structure, for rent for a temporary period of time up to 30 consecutive days per guest within a 90-day period.

Guest means a person who rents or occupies with others a short-term rental.

Rent means all payments, except deposit and damages, to be made to the owner/operator of a short-term rental property for the temporary occupancy of such dwelling.

Property manager means any person or agency which provides the service of operating and maintaining the rental property and services.

Property owner means any person, partnership, or corporation, etc, which is the record owner of the property as listed on the last assessment roll by the Payne County Assessor.

Subject property means the property in which the short-term rental will be operating.

Revocation means the cancellation of a previously issued license.

Denial means the rejection of an application for a license.

Sec. 23-115.2. Permitted districts.

Short-term rentals are permitted by right in all zoning districts.

Sec. 23-115.3. Short-term rental; license required; compliance with applicable codes.

- (1) No person shall manage or operate a short-term rental without an annual license, as provided herein, issued by the City.
- (2) A property owner or manager seeking an annual license to operate a short-term rental must submit an application to Development Services for review.
- (3) An application is considered complete only after receiving the associated processing fees and related required documentation. City Staff will provide determination of completion

by emailing the provided property owner and/or property manager listed on the application. A license is required before the operation of any short-term rental use on a property.

- (4) Licenses for short-term rentals shall expire one calendar year from the date of issuance of the license or immediately upon change of ownership. Licenses are non-transferable. License applications shall be submitted to Development Services for review. The application processing fee for the initial license and the annual renewal shall be set by resolution of the City Council. Renewal applications may be submitted up to 60 days prior to the expiration date, but no later than the expiration date. If an application is not submitted by the deadline, the applicant is prohibited from operating the short-term rental upon expiration of the issued license until and unless a renewal or new license is issued. After a license has been expired for a period of 30 days, a new license will be required.
- (5) No license shall be issued or renewed until the applicant produces sales tax permits issued by the State of Oklahoma or evidence that such collection is done by a third-party rental agent.
- (6) No license shall be issued or renewed wherein taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.
- (7) No person shall offer or engage in operating a short-term rental in or on any part of the property not approved for residential occupancy, including but not limited to, a vehicle parked on the property, a storage shed, trailer or garage or any temporary structure such as a tent.
- (8) No person shall offer or engage in short-term rental without complying with all applicable federal, state, and local laws and regulations.

Sec. 23-115.4. Application form and process.

The following information must be provided along with the non-refundable processing fee to be deemed as a complete submittal to be reviewed by City Staff:

- (1) Address of the short-term rental.
- (2) Proposed occupancy limits.
- (3) Number of bedrooms being offered for rent.
- (4) Copy of house rules.

- (5) Property Insurance: Certificate of Liability Insurance Coverage in the amount of \$100,000 for each occurrence from an insurance company licensed to do business in the State of Oklahoma. Said insurance policy shall remain effective and in place during the entire licensing period.
- (6) The number of available on-site parking.
- (7) Name, address, phone number and email of the owner and the property manager.
 - a. 24-hour contact for the property must be available to be on site within an hour of any issue or complaint.
 - b. If an applicant is a property manager on behalf of the owner, a letter of authorization to act signed by the owner must be submitted with the application.
- (8) Outline of the screening process for guests to rent the property. Rentals within a 500-foot radius of schools and related buildings, day cares, playgrounds, or parks shall have additional screening through the sex offender registry in accordance with to Title 57, Sections 581 through 590.2 of the Oklahoma Statutes.
- (9) Floorplan that indicates the location of bedrooms, kitchen, and living room, including clear ingress and egress with fire exits and escape routes.
- (10) Verification that the dwelling has working smoke detectors as required by city code, a working carbon monoxide detector, and a functioning fire extinguisher. The applicant shall provide a signed and notarized affidavit verifying the above requirements. with the application.

Sec. 23-115.5. Denial, revocation, notice and hearing and complaint process.

- (A) The Development Services Director may deny or revoke an initial or renewal Short-Term Rental license for the following reasons:
 - (1) Applicant has an outstanding debt with the City.
 - (2) Unabated notice of violations of the Code of Ordinances that exceeds 30 days.
 - (3) Violation(s), Arrest(s), or Call(s) for Services at the property that the Development Services Director or designee deems relevant including, but not limited to:
 - a. Number of and frequency of violations(s), arrest(s), or call(s) for service
 - b. Relation to the impact that violation(s), arrest(s), or call(s) for service to the public health, safety, and/or the welfare of the community.

- c. Consideration of efforts of good faith and actions taken by the responsible party to correct, reduce, and/or alleviate violations(s), arrest(s), or call(s) for service
 - (4) Unresolved documented violations of federal, state, and local laws and regulations which include the City's International Building, Fire, Mechanical, Fuel Gas and National Electric Code and all State amendments.
 - (5) Taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.
 - (6) The short-term rental was advertised without posting the city permit issued number on the listing platform.
- (B) Complaints: Citizen complaints shall be made to Code Enforcement and include the address the complaint is regarding and a detailed description of the complaint.
- (C) Denial or Revocation: The Development Services Director or designee shall provide written notice of denial or revocation of a Short-Term Rental License to the property owner and property manager listed on the Short-Term Rental Application. The notice of denial or revocation shall provide the reasons for denial or revocation of the Short-Term Rental License.
- (D) Appeals:
- a. Applicants whose Short-Term Rental License is denied or whose license is revoked may appeal the denial or revocation to the City Manager by filing a "Notice of Appeal" form with the City Clerk. Appeals shall be filed within ten (10) days of receipt of written notice of denial or revocation. The City Manager shall render a decision within ten (10) working days. A response from the City Manager shall be made in writing and shall be supported by written findings establishing the basis of the decision.
 - b. Appeal of any decision made by the City Manager shall be made to the Planning Commission which shall be filed with Development Services within ten (10) days of receipt of the City Manager's decision. A public hearing shall be scheduled, and a notice of the public hearing date will be mailed to the property owner and property manager listed on the application and, if applicable, the complaining party, at least twenty (20) days prior to the date of the public hearing.
 - c. Appeal of any decision made by the Planning Commission shall be made to the City Council and Notice of Appeal shall be filed with City Clerk within ten (10) days of the Planning Commission decision. A public hearing shall be scheduled and notice of the public hearing date shall be mailed to the property owner and property manager listed

on the application and, if applicable, the complaining party, at least twenty (20) days prior to the date of the public hearing. The City Council's decision shall be final.

- (E) Approval: Upon issuance or renewal of a Short-Term Rental License, written rules of the short-term rental shall be posted in the short-term rental unit(s) on the inside of the main entrance to the room or building of the short-term rental, which shall include:
- (1) Acknowledgment that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance;
 - (2) Acknowledgement of the maximum occupancy of the short-term rental and the amount and location of on-site parking that is permitted;
 - (3) The 24-hour property contact information, including their name and phone number
 - (4) A copy of the short-term license number must be placed in a window nearest the front door, visible to the public and unobstructed.
 - (5) Floor Plan that shows clear ingress and egress with fire exits and escape routes.
 - (6) A copy of the house rules.

Sec. 23-115.6. Covenants, deed restrictions and overlay requirements.

This division or any section therein is not intended to be construed in derogation of or in conflict with any restrictive covenant, deed restriction or lease agreement that may be applicable. This division or any section therein shall be subject to any applicable overlay district or provision thereof or any zoning restriction unique to a particular area or parcel.

Sec. 23-115.7. Penalty.

It shall be deemed unlawful to operate a short-term rental without a valid license to operate or failing to comply with the requirements set forth in this Division. Violation(s) of this Division shall be deemed a Class "C" offense. Each day a short-term rental is operated in violation of this Division shall constitute a separate offense.

SECTION 3: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 4: SEVERABILITY. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Passed, approved, and adopted this ____ day of _____, 2026.

William H. Joyce, Mayor

(Seal)
Attest:

Teresa Kadavy, City Clerk

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

Kimberly Carnley, City Attorney

First Reading:
Second Reading:

ORDINANCE NO. 3604

AN ORDINANCE AMENDING STILLWATER CITY CODE BY AMENDING CHAPTER 23, LAND DEVELOPMENT CODE, BY REPEALING ARTICLE V, USE CATEGORIES AND LIMITATIONS, DIVISION 4, RESIDENTIAL SHORT-TERM RENTAL, IN ITS ENTIRETY; AND CREATING AND ADOPTING CHAPTER 23, LAND DEVELOPMENT CODE, ARTICLE V, USE CATEGORIES AND LIMITATIONS; DIVISION 4, SHORT-TERM RENTALS, SECTION SEC. 23-115.1, DEFINITIONS; SEC. 23-115.2, PERMITTED DISTRICTS; SEC. 23-115.3, SHORT-TERM RENTAL LICENSE REQUIRED; COMPLIANCE WITH APPLICABLE CODES; SEC. 23-115.4, APPLICATION FORM AND PROCESS; SEC. 23-115.5, DENIAL, REVOCATION, NOTICE AND HEARING AND COMPLAINT PROCESS; SEC. 23-115.6, COVENANTS, DEED RESTRICTIONS AND OVERLAY REQUIREMENTS; SEC. 23-115.7, PENALTY; 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: The Stillwater City Code, Chapter 23, Land Development Code, Article V, Use Categories and Limitations, be amended by repealing Division 4, Residential Short-Term Rental, in its entirety as follows:

~~**DIVISION 4. RESIDENTIAL SHORT-TERM RENTALS**~~

~~**Sec. 23-115.1. – Definitions.**~~

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

~~*Residential short term rental* means any dwelling, portion thereof, or habitable accessory structure, for rent for a temporary period of time up to 30 consecutive days per guest within a 90-day period.~~

~~*Guest* means a person who rents or occupies with others a residential short term rental.~~

~~*Rent* means all payments, except deposit and damages, to be made to the owner/operator of a residential short term rental property for the temporary occupancy of such dwelling.~~

~~Sec. 23-115.2. — Permitted districts.~~

- ~~(1) Section 23-136: RSL— Residential Large Lot Single Family.~~
- ~~(2) Section 23-137: RSS— Residential Small Lot Single Family.~~
- ~~(3) Section 23-138: RT— Two-Family Residential.~~

~~Sec. 23-115.3. — Residential short-term rental; license required; compliance with applicable codes.~~

- ~~(1) No person shall manage/operate a residential short-term rental without an annual license, as provided herein, issued by the city clerk.~~
- ~~(2) Licenses for residential short-term rental shall expire on January 31 each year or immediately upon change of ownership. Licenses may be renewed on an annual basis upon filing a renewal application with the city clerk. Initial licensing of the residential short-term rental shall be a fee of \$100.00. The annual renewal fee shall be \$10.00.~~
- ~~(3) No license shall be issued or renewed until the applicant produces sales tax permits issued by the State of Oklahoma or evidence that such collection is done by a third-party rental agent.~~
- ~~(4) No license shall be issued or renewed wherein taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.~~
- ~~(5) No person shall offer or engage in residential short-term rental in or on any part of the property not approved for residential occupancy, including but not limited to, a vehicle parked on the property, a storage shed, trailer or garage or any temporary structure such as a tent.~~
- ~~(6) No person shall offer or engage in residential short-term rental without complying with applicable building or fire codes.~~

~~Sec. 23-115.4. — Application form; process.~~

- ~~(1) An application for a residential short-term rental license shall be filed with the city clerk on a form furnished by the city clerk, which shall contain the following information:
 - ~~(a) The name, mailing address, and telephone number of the property owner and the street address of the subject property;~~
 - ~~(b) Number of bedrooms being offered for rent;~~
 - ~~(c) Verification that the dwelling has working smoke detectors as required by city codes, a working carbon monoxide detector and a functioning fire extinguisher. This requirement is met by submitting a signed and notarized affidavit form provided by the city clerk and attaching a~~~~

~~floorplan that depicts the location of (1) rooms provided for rent, (2) smoke detectors, (3) carbon monoxide detector, and (4) fire extinguishers;~~

~~(d) Proof of ownership of the property;~~

~~(e) The Uniform Resource Locator (URL), (i.e. the web site address) for any and all advertisements of the rental.~~

~~(f) A typewritten list and electronic/digital data capable of being reproduced as mailing labels, certified by the Payne County Assessor, licensed abstractor, attorney, engineer or architect, of all property owners within 300 feet of the subject property. The ownership list shall have been prepared no more than 30 days prior to submission.~~

~~(2) The city clerk shall send notification that an application for a residential short term license has been received to each property owner on the list required by subsection 23-115.4(1)(f). Such notification shall be documented by a certificate of mailing. If no written objection to the issuance of the license is received from a property owner sent such notice within 30 days of the mailing thereof, the city clerk may issue a license to the applicant provided all other requirements set forth in section 23-115.3 and section 23-115.4 have been met. If a written objection is received by the city clerk within 30 days of the mailing of notice thereof, the application shall be placed on a planning commission agenda and a public hearing shall be convened consistent with the criteria set forth in section 23-180(f). Appeal shall be to the city council in a manner consistent with section 23-180(f).~~

~~Sec. 23-115.5. — Suspension, revocation; notice and hearing; complaint process.~~

~~(1) A license issued pursuant to section 23-115.3 may be suspended or revoked by the city for failure to pay taxes due under Chapter 39 or for violation of any section of the Stillwater City Code or state law. No license shall be suspended or revoked until the owner/operator has been accorded written notice of the violation(s) and provided a public hearing before the planning commission. The planning commission may order the suspension or revocation of a license upon a preponderance of the evidence that the violation has occurred. The decision of the planning commission may be appealed to the city council by filing notice thereof with the city clerk within ten days of said action.~~

~~(2) The city manager shall establish written procedures to address complaints regarding residential short term rental properties and the operation thereof. Said procedure shall include the development of a webpage that will permit neighboring property owners and other aggrieved parties to report violations. The city manager shall also establish and publish on the website a list of all licensed residential short term rental properties.~~

~~Sec. 23-115.6. — Covenants; deed restrictions; overlay requirements.~~

~~This division or any section therein is not intended to be construed in derogation of or in conflict with any restrictive covenant, deed restriction or lease agreement that may be applicable. This division or any section therein shall be subject to any applicable overlay district or provision thereof or any zoning restriction unique to a particular area or parcel.~~

~~Sec. 23-115.7. — Penalty.~~

~~Violation of section 23-115.3 shall be deemed a Class "C" offense. Each day a residential short-term rental is operated in violation of said section shall constitute a separate offense.~~

SECTION 2: The Stillwater City Code, Chapter 23, Land Development Code, Article V, Use Categories and Limitations be amended by creating Division 4, Short-Term Rentals as follows:

Division 4. Short-Term Rentals.

Sec. 23-115.1. Definitions.

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

Short-term rental means any dwelling, portion thereof, or habitable accessory structure, for rent for a temporary period of time up to 30 consecutive days per guest within a 90-day period.

Guest means a person who rents or occupies with others a short-term rental.

Rent means all payments, except deposit and damages, to be made to the owner/operator of a short-term rental property for the temporary occupancy of such dwelling.

Property manager means any person or agency which provides the service of operating and maintaining the rental property and services.

Property owner means any person, partnership, or corporation, etc, which is the record owner of the property as listed on the last assessment roll by the Payne County Assessor.

Subject property means the property in which the short-term rental will be operating.

Revocation means the cancellation of a previously issued license.

Denial means the rejection of an application for a license.

Sec. 23-115.2. Permitted districts.

Short-term rentals are permitted by right in all zoning districts.

Sec. 23-115.3. Short-term rental; license required; compliance with applicable codes.

- (1) No person shall manage or operate a short-term rental without an annual license, as provided herein, issued by the City.
- (2) A property owner or manager seeking an annual license to operate a short-term rental must submit an application to Development Services for review.

- (3) An application is considered complete only after receiving the associated processing fees and related required documentation. City Staff will provide determination of completion by emailing the provided property owner and/or property manager listed on the application. A license is required before the operation of any short-term rental use on a property.
- (4) Licenses for short-term rentals shall expire one calendar year from the date of issuance of the license or immediately upon change of ownership. Licenses are non-transferable. License applications shall be submitted to Development Services for review. The application processing fee for the initial license and the annual renewal shall be set by resolution of the City Council. Renewal applications may be submitted up to 60 days prior to the expiration date, but no later than the expiration date. If an application is not submitted by the deadline, the applicant is prohibited from operating the short-term rental upon expiration of the issued license until and unless a renewal or new license is issued. After a license has been expired for a period of 30 days, a new license will be required.
- (5) No license shall be issued or renewed until the applicant produces sales tax permits issued by the State of Oklahoma or evidence that such collection is done by a third-party rental agent.
- (6) No license shall be issued or renewed wherein taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.
- (7) No person shall offer or engage in operating a short-term rental in or on any part of the property not approved for residential occupancy, including but not limited to, a vehicle parked on the property, a storage shed, trailer or garage or any temporary structure such as a tent.
- (8) No person shall offer or engage in short-term rental without complying with all applicable federal, state, and local laws and regulations.

Sec. 23-115.4. Application form and process.

The following information must be provided along with the non-refundable processing fee to be deemed as a complete submittal to be reviewed by City Staff:

- (1) Address of the short-term rental.
- (2) Proposed occupancy limits.
- (3) Number of bedrooms being offered for rent.

- (4) Copy of house rules.
- (5) Property Insurance: Certificate of Liability Insurance Coverage in the amount of \$100,000 for each occurrence from an insurance company licensed to do business in the State of Oklahoma. Said insurance policy shall remain effective and in place during the entire licensing period.
- (6) The number of available on-site parking.
- (7) Name, address, phone number and email of the owner and the property manager.
 - a. 24-hour contact for the property must be available to be on site within an hour of any issue or complaint.
 - b. If an applicant is a property manager on behalf of the owner, a letter of authorization to act signed by the owner must be submitted with the application.
- (8) Outline of the screening process for guests to rent the property. Rentals within a 500-foot radius of schools and related buildings, day cares, playgrounds, or parks shall have additional screening through the sex offender registry in accordance with to Title 57, Sections 581 through 590.2 of the Oklahoma Statutes.
- (9) Floorplan that indicates the location of bedrooms, kitchen, and living room, including clear ingress and egress with fire exits and escape routes.
- (10) Verification that the dwelling has working smoke detectors as required by city code, a working carbon monoxide detector, and a functioning fire extinguisher. The applicant shall provide a signed and notarized affidavit verifying the above requirements with the application.

Sec. 23-115.5. Denial, revocation, notice and hearing and complaint process.

- (A) The Development Services Director may deny or revoke an initial or renewal Short-Term Rental license for the following reasons:
 - (1) The maximum amount of short-term rental licenses issued in the Small Lot Single-Family (RSS) or Large Lot Single-Family (RSL) residential zoning districts shall not exceed twenty percent (20%) of the total dwelling units located within any block. For purposes of calculating the maximum number of permitted short-term rentals on a block, any fractional result shall be rounded up to the nearest whole number. No additional short-term rental licenses shall be issued once the maximum allowable number of licenses has been issued unless an existing license is surrendered, revoked or otherwise becomes inactive.
 - (2) Applicant has an outstanding debt with the City.

- (3) Unabated notice of violations of the Code of Ordinances that exceeds 30 days.
 - (4) Violation(s), Arrest(s), or Call(s) for Services at the property that the Development Services Director or designee deems relevant including, but not limited to:
 - a. Number of and frequency of violations(s), arrest(s), or call(s) for service
 - b. Relation to the impact that violation(s), arrest(s), or call(s) for service to the public health, safety, and/or the welfare of the community.
 - c. Consideration of efforts of good faith and actions taken by the responsible party to correct, reduce, and/or alleviate violations(s), arrest(s), or call(s) for service
 - (5) Unresolved documented violations of federal, state, and local laws and regulations which include the City's International Building, Fire, Mechanical, Fuel Gas and National Electric Code and all State amendments.
 - (6) Taxes levied pursuant to Chapter 39 of this Code are delinquent and are owed by the owner or operator of the property or if the property is in violation of any section of the Stillwater City Code. No renewal shall be issued for a property deemed to be in violation of the Stillwater City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.
 - (7) The short-term rental was advertised without posting the city permit issued number on the listing platform.
- (B) Complaints: Citizen complaints shall be made to Code Enforcement and include the address the complaint is regarding and a detailed description of the complaint.
- (C) Denial or Revocation: The Development Services Director or designee shall provide written notice of denial or revocation of a Short-Term Rental License to the property owner and property manager listed on the Short-Term Rental Application. The notice of denial or revocation shall provide the reasons for denial or revocation of the Short-Term Rental License.
- (D) Appeals:
- a. Applicants whose Short-Term Rental License is denied or whose license is revoked may appeal the denial or revocation to the City Manager by filing a "Notice of Appeal" form with the City Clerk. Appeals shall be filed within ten (10) days of receipt of written notice of denial or revocation. The City Manager shall render a decision within ten (10) working days. A response from the City Manager shall be made in writing and shall be supported by written findings establishing the basis of the decision.

- b. Appeal of any decision made by the City Manager shall be made to the Planning Commission which shall be filed with Development Services within ten (10) days of receipt of the City Manager’s decision. A public hearing shall be scheduled, and a notice of the public hearing date will be mailed to the property owner and property manager listed on the application and, if applicable, the complaining party, at least twenty (20) days prior to the date of the public hearing.
 - c. Appeal of any decision made by the Planning Commission shall be made to the City Council and Notice of Appeal shall be filed with City Clerk within ten (10) days of the Planning Commission decision. A public hearing shall be scheduled and notice of the public hearing date shall be mailed to the property owner and property manager listed on the application and, if applicable, the complaining party, at least twenty (20) days prior to the date of the public hearing. The City Council’s decision shall be final.
- (E) Approval: Upon issuance or renewal of a Short-Term Rental License, written rules of the short-term rental shall be posted in the short-term rental unit(s) on the inside of the main entrance to the room or building of the short-term rental, which shall include:
- (1) Acknowledgment that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city’s noise ordinance;
 - (2) Acknowledgement of the maximum occupancy of the short-term rental and the amount and location of on-site parking that is permitted;
 - (3) The 24-hour property contact information, including their name and phone number
 - (4) A copy of the short-term license number must be placed in a window nearest the front door, visible to the public and unobstructed.
 - (5) Floor Plan that shows clear ingress and egress with fire exits and escape routes.
 - (6) A copy of the house rules.

Sec. 23-115.6. Covenants, deed restrictions and overlay requirements.

This division or any section therein is not intended to be construed in derogation of or in conflict with any restrictive covenant, deed restriction or lease agreement that may be applicable. This division or any section therein shall be subject to any applicable overlay district or provision thereof or any zoning restriction unique to a particular area or parcel.

Sec. 23-115.7. Penalty.

It shall be deemed unlawful to operate a short-term rental without a valid license to operate or failing to comply with the requirements set forth in this Division. Violation(s) of this Division

shall be deemed a Class "C" offense. Each day a short-term rental is operated in violation of this Division shall constitute a separate offense.

SECTION 3: REPEALER. All ordinances or parts of ordinances conflicting or inconsistent with the provisions of this ordinance are hereby repealed.

SECTION 4: SEVERABILITY. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

Passed, approved, and adopted this ____ 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: 05/04/2026
Second Reading:

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 4TH DAY OF MAY, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4TH DAY OF MAY, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 04/20/2026
Second Reading: 05/04/2026

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 4TH DAY OF MAY, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4TH DAY OF MAY, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Reading: 04/20/2026
Second Reading: 05/04/2026

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 4TH DAY OF MAY, 2026.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 4TH DAY OF MAY, 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

First Read: 4/20/2026
Second Read: 5/04/2026

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: _____

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