



CITY COUNCIL MEETING AGENDA

September 14, 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. 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 August 17, 2026 regular and executive session meeting minutes	
b.	Approve budget amendments in the amount of \$21,000 to receive and appropriate sponsorship funds from the Grand River Dam Authority (GRDA) for improvements to the playground and splash pad at Southern Woods Park.	Barbara Bliss
c.	Approve carry forward of budget appropriations from FY26 to FY27 for the following projects in process at the end of FY26: • Police vehicle repairs in the amount of \$5,821 funded from the General Fund • Airport lighting repairs in the amount of \$1,521 funded from the Airport Fund	Jared Thulin
d.	Approve a Development Agreement between the City of Stillwater, Stillwater Utilities Authority, and The Young Men's Christian Association of Greater Oklahoma City (YMCA) for City/SUA participation in the costs for public water and sewer infrastructure improvements in the amount of	Rachel Bernish

	\$250,782 in connection with construction of the new YMCA on 12th Avenue.	
e.	Approve budget amendments in the amount of \$7,437 to receive and appropriate insurance proceeds from Oklahoma Municipal Assurance Group for the repair of police vehicles.	Jared Thulin
f.	Approve the Exhibit Donation and Installation Agreement with StillWonder Inc. for installation of an interactive educational play exhibit at the Stillwater Regional Airport terminal.	CC-26-150 Kellie Reed
g.	Accept temporary construction easement for Sangre Waterline Project: Parcel 6.1 being part of Lot One (1), Stonewall Ranch, subdivision of part of the Southwest Quarter (SW/4) Northwest Quarter (NW/4) of Section Thirty-three (33), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from Mooremaker Homes, LLC.	CC-26-151 Bill Millis
h.	Accept Permanent and Temporary Construction Easements for Northeast Transmission Main Project: Parcel 6A and 6.1, being part of a tract of land in the Southwest quarter (SW/4) of Section 13, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, from Commissioners of the Land Office of the State of Oklahoma.	CC-26-152 Bill Millis

4. 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.

5. 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.

6. General Orders

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

a.	Discussion, consideration, and possible action to approve an Agreement	Brady Moore
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	with YMCA to provide financial support to the operation of the new YMCA facility to provide programs and services that focus on youth development, healthy living and social responsibility in the City of Stillwater and to assist the YMCA in insuring no one is turned away due to an inability to pay.	
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7. Resolutions

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

a.	RESOLUTION NO. CC-2026-28 RESOLUTION OF NECESSITY: A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN PAYNE COUNTY, STATE OF OKLAHOMA, FOR THE PURPOSE OF ESTABLISHING, CONSTRUCTING, MAINTAINING, AND OPERATING THE AIRPORT WATERLINE.
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8. 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
b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

9. Questions and Inquiries

10. Adjourn

On September 10, 2026 at 3:50 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED AUGUST 13, 2026 AT 4:00 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
AUGUST 17, 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. National Aviation Day

Mayor Joyce read the proclamation declaring August 19, 2026, National Aviation Day in Stillwater. Stillwater Regional Airport Director Kellie Reed and airport staff accepted the proclamation.

4. CONSENT DOCKET

- a. Approve August 3, 2026 regular meeting minutes.
- b. Approve budget amendments to receive and appropriate grant funds from the American Society of the Prevention of Cruelty to Animals (ASPCA) to offset pet adoption fees and medical care costs for Animal Welfare.
- c. Approve budget amendments to receive and appropriate grant funds from the Federal Aviation Administration for Airport Infrastructure Grant 3-40-0090-048-2026.
- d. Approve budget amendments to receive and appropriate grant funds from the Federal Aviation Administration for Airport Infrastructure Grant 3-40-0090-049-2026.
- e. Approve budget amendments to appropriate sponsorship funds from Grand River Dam Authority (GRDA) for improvements to the playground and splashpad at Southern Woods Park in the amount of \$21,000.
- f. Approve Memo to set the public hearing for September 28, 2026 for closing a portion of right-of-way at 228 S. Husband Street as required by City Code 23-60(b).
- g. Approve Memo to set the public hearing for September 28, 2026 for closing a portion of right-of-way at 232 S. Husband Street as required by City Code 23-60(b).
- h. Approve Memo to set the public hearing for September 28, 2026 for closing a portion of right-of-way at 236 S. Husband Street as required by City Code 23-60(b).
- i. Approve Memo to set the public hearing for September 28, 2026 for closing a portion of right-of-way at 240 S. Husband Street as required by City Code 23-60(b).
- j. Approve Memo to set the public hearing for September 28, 2026 for the closing of the south 2.5 feet of an electric easement at 1017 S. Shumard Drive as required by City Code 23-60(b).

- k. Approve a budget amendment from the Transportation Sales Tax Fund to purchase paving materials, non-depreciable equipment, and services as needed for the maintenance and repair of City streets and sidewalks in an amount not to exceed \$200,000.
- l. Approve a budget amendment from the Transportation Sales Tax Fund to purchase traffic control materials, equipment, and services as needed to maintain signalized intersections, school zones, and other traffic control along City streets in an amount not to exceed \$300,000.
- m. Accept Permanent Easement for West College Sewer Line Replacement and Manhole Rehabilitation, Phase 2 Project:
 - Parcel 44A, being part of Lot Six (6), Block Five (5), Second Section Hamilton Addition to the City of Stillwater, Payne County, Oklahoma, from Darcy A. Rankin.

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

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

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

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

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. GENERAL ORDERS

- a. Consider approval of Contract for Professional Services Pre-Design and Planning for Stillwater Parks System with ADG Blatt for \$157,763, plus \$15,777 contingency (10%), and approve associated budget amendment.

Deputy City Manager (DCM) Christy Driskel reported that the City is looking for a professional partner to help accomplish initial and future task orders in parks and active recreation planning and design. The focus is on amenities, facilities, and active recreation assets in Stillwater's seven primary parks. DCM Driskel presented and discussed the qualifications, experience and strengths of the ADG Blatt team and answered Council's questions.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO APPROVE THE CONTRACT FOR PROFESSIONAL SERVICES PRE-DESIGN AND PLANNING FOR STILLWATER PARKS SYSTEM WITH ADG BLATT FOR \$157,763, PLUS \$15,777 CONTINGENCY (10%), AND APPROVE ASSOCIATED BUDGET AMENDMENT.

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

8. ORDINANCES

- a. Second Reading

Ordinance No. 3620: An Ordinance Amending Stillwater City Code by Amending Chapter 16, Crimes, Miscellaneous Offenses and Provisions, By Amending Article IV, Offenses Involving Public Peace and Order, Sec. 16-83 Loud Music Prohibited; Repealing All Ordinances to the Contrary; And Providing for Severability; and Declaring an Emergency.

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3620 AS PRESENTED.

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

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI DECLARING ORDINANCE NO. 3620 AN EMERGENCY.

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

9. APPOINTMENTS

a. Stillwater Public Art Committee

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO APPOINT JENNIFER BIRCHFIELD TO THE STILLWATER PUBLIC ART COMMITTEE FOR A THREE-YEAR TERM EXPIRING IN 2029.

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

10. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:

- i. Request for an Executive Session pursuant to 25 O.S. §307(B)(4) for the purpose of confidential communications between the City Council and its attorney concerning all aspects of litigation in Coulter v. City of Stillwater, et al., United States Federal District Court for the Western District of Oklahoma, Case No. CIV-26-776-G. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City to conduct litigation and/or proceeding in the public interest.

b. Miscellaneous items from the City Manager:

- City Manager Brady Moore thanked staff for a very challenging week with the City's waterline breaks. The record high temperatures and soil drying cause leaks to happen. Crews were working through the night for a couple nights to fix a major water leak that was accidentally hit by a contractor on Highway 51. City Manager Moore stated that he appreciates all the hours and efforts staff put in last week. He stated that he is grateful for all their work and for the residents understanding that the City is doing everything to make sure the infrastructure is strong.

c. Miscellaneous items from the City Council:

- Councilor Hardin reported that extreme heat and continued drought have created very dry and concerning conditions in our community. Stillwater Fire has already responded to multiple grass fires associated with routine outdoor work, highlighting how quickly these conditions can lead to a fire. Residents can help reduce the risk of fire by mowing and using outdoor equipment during cooler, less windy times of day, and keeping equipment away from dry grass, keeping yards, driveways, and areas around structures clear of dry grass, leaves, and other combustible materials and having water or a fire extinguisher nearby when performing outdoor work that could create heat or sparks.
- Councilor Clark announced that Payne County has officially transitioned to the new, reliable Countywide radio system. Public Safety is now 100% interoperable throughout the county. This important achievement would not have been

possible without the collaboration of the County, OSU, Stillwater Emergency Management, Stillwater Police and Fire, and our many partners in police, fire, and emergency management in Ingalls, Yale, Perkins, Ripley, Glencoe, and Cushing. This has been a multi-year effort focused on improving communication, coordination and safety for our first responders. Today, Payne County operates with one 911 system, one CAD system, and one radio system, helping ensure agencies can communicate seamlessly and respond more effectively to residents and visitors.

- Councilor Hawkins reminded residents to join City staff August 26-29, at the Payne County Expo Center and stop by the City of Stillwater's booth in the Expo Hall. Throughout the fair, there will be chances to meet City staff from across our organization, learn more about City services and projects, ask questions and share your thoughts about our community.
 - Vice Mayor Dzialowski reported that Cowboy football is back. If anyone is headed to an OSU home game, make gameday easier with the free Park & Ride Shuttle Service, offered through a partnership between Oklahoma State University Athletics, the City of Stillwater, and Visit Stillwater. Shuttle service begins three hours before kickoff and runs every 30 minutes. Pick-up and drop-off location is the same at 7th Avenue & Lewis Street. Park in Downtown and grab some food or drinks and enjoy a convenient ride to the game.
 - Mayor Joyce invited residents to join the City this Wednesday, August 19, at 10 a.m. as we celebrate the grand opening of the new Stillwater Regional Airport terminal. Come see the new terminal, explore its modern amenities and help us celebrate this exciting investment in Stillwater's future. And remember, the best way to support our local airport is to use it. When booking your next flight, enter SWO at aa.com and fly from Stillwater Regional Airport. Every passenger helps strengthen air service for our community and region.
- i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. EXECUTIVE SESSION

- a. Confidential communication between City Council and its attorney concerning all aspects of litigation in *Coulter v. City of Stillwater, et al.*, United States Federal District Court for the Western District of Oklahoma, Case No. CIV-26-776-G.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE STILLWATER CITY COUNCIL MEETING AT 5:52 P.M.

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

Stillwater City Council meeting recessed at 5:52 p.m. to convene the Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 6:12 p.m.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR DZIALOWSKI TO ENTER INTO EXECUTIVE SESSION AT 6:13 P.M.

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

13. RETURN FROM EXECUTIVE SESSION

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 7:21 P.M.

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

- a. No action was taken on this item.

14. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE AUGUST 17, 2026 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The August 17, 2026 regular meeting of the Stillwater City Council adjourned at 7:21 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 AUGUST 13, 2026 AT 4:00 P.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
AUGUST 17, 2026
6:13 P.M.

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

- a. Confidential communications between City Council and its attorney concerning all aspects of litigation in Coulter v. City of Stillwater, et al., United States Federal District Court for the Western District of Oklahoma, Case No. CIV-26-776-G.

Discussion was held regarding pending litigation in Coulter v. City of Stillwater, et al., United States Federal District Court for the Western District of Oklahoma, Case No. CIV-26-776-G.

The Executive Session concluded at 7:21 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK



Budget Amendment Request
For Budget Year 2027

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

Office: 405.372.0025
Web: stillwater.org

Date: 08/03/2026

Department: Events and Recreation

Requested by: Barbara Bliss

Explanation: Revenue:
Increase revenue projection to include receipt of sponsorship funds from Grand River Dam Authority (GRDA) for Southern Woods Playground and Splashpad.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: S. Woods Playgro / Grant Revenue	1055010 - 43000	27PR03105	\$ 0	\$ 21,000	\$ 21,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 21,000

Reviewed by Department Manager: [Signature]

Date: 8/19/26

Reviewed by Finance: [Signature]

Date: 8/5/2024

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 2027Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449Office: 405.372.0025
Web: stillwater.orgDate: 08/03/2026Department: Events and RecreationRequested by: Barbara Bliss

Explanation:

Expenditure:
Appropriate funds for Southern Woods Playground and Splashpad funded by Grand River Dam Authority (GRDA) sponsorship funds.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
S. Woods Playgro / Other Equipment	1055010 - 54008	27PR03105	\$ 0	\$ 21,000	\$ 21,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 21,000Reviewed by Department Manager: [Signature]Date: 8/19/26Reviewed by Finance: [Signature]Date: 8/5/2026

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--

Carry Forward Request - Expenditures

Project #	PO #	Description	Account No.	FY26 Budget	FY26 Actual Expense	FY26 Balance	Carry Forward
General Fund							
PD							
		Police/Insurance Exp	1016025-53912	\$5,821	\$0	\$5,821	\$5,821
Total General Fund				\$5,821	\$0	\$5,821	\$5,821
Airport Fund							
	P0031259	WESCO SCREW IN ANCHORS FOR LIGHTS	8107030-53030	\$ 6,373.00	\$ 4,852	\$ 1,521	\$1,521
Total Airport Fund				\$6,373	\$4,852	\$1,521	\$1,521
Total Carry Forward				\$12,194	\$4,852	\$7,342	\$7,342

YMCA DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this ____ day of July, 2026, by and between the City of Stillwater, Oklahoma, a municipal corporation (the "City"), Stillwater Utilities Authority, a Title 60 public trust, and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER OKLAHOMA CITY, an Oklahoma not-for-profit corporation ("YMCA").

RECITALS

WHEREAS, City is a municipal corporation organized under the laws of the State of Oklahoma, and Stillwater Utilities Authority is a Title 60 Public Trust (hereinafter collectively "City/SUA"); and

WHEREAS, YMCA is an Oklahoma not-for-profit corporation established under the constitution and laws of the State of Oklahoma with a commitment to strengthening community by empowering young people, improving the health and well-being of people of all ages and inspiring action in and across communities; and

WHEREAS, YMCA has announced a \$33,000,000 capital project to build a new YMCA facility made possible through community partnerships and fundraising; and

WHEREAS, YMCA has selected to build its new facility in the City of Stillwater located on 12th Avenue between the Washington School and Total Health Fitness buildings and the facility will feature a modern and accessible 56,000 square foot facility and feature a state-of-the-art Aquatics Center that could be home to the high school swim team, as well as offer therapeutic aquatic programs, swim lessons and recreational swimming, health and wellness facilities for programs and activities that support physical and mental well-being, gymnasium and sports fields for youth sports, day camps and more, new child care spaces, and job opportunities for OSU students; and

WHEREAS, the City of Stillwater has worked with YMCA and other community partners for the selection of this location for the construction of the new YMCA as in the best interest of the City and the public to promote development of this area along 12th Avenue to contribute to the vision of expanding the healthy-living corridor for the City and surrounding communities; and

WHEREAS, the City anticipates that construction of the new YMCA at this location, and further development of the 12th Avenue healthy-living corridor will create opportunities for health, wellness, recreational, educational, and sports programs and services for residents and visitors which will drive positive economic development benefits for the City of Stillwater; and

WHEREAS, YMCA has requested that the City participate in certain development costs for the project which includes public infrastructure improvements that benefit the greater public by extending or improving existing systems and providing access and opportunities for future development in the area which serves a public purpose; and

WHEREAS, City finds that entering into this Development Agreement furthers economic development and supports future public infrastructure development and access which is in the best interest of the City and serves the public purpose of promoting the general health, safety and welfare of the citizens of Stillwater.

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

1. **Water & Sewer Improvements Project.** YMCA is constructing an approximately 56,000 sq. ft. new YMCA facility on 12th Avenue between the Washington School and Total Health buildings. In connection with construction of the new facility, YMCA will make required public water and sewer infrastructure improvements (hereinafter “Project”) as more particularly set forth in the proposed Project Plans (ATTACHMENT 1). The Project Plans are subject to City Council approval. YMCA shall be responsible for any and all costs associated with the project including, but not limited to, land acquisition, engineering, design, easement acquisition, utility relocations, and construction.
2. **City/SUA Participation.** City/SUA agrees to participate in connection with development of the Project as follows:

Reimbursement. City/SUA shall reimburse YMCA a sum not-to-exceed Two Hundred and Fifty Thousand Seven Hundred and Eighty Two Dollars (\$250,782.00) for construction of required water and sewer public infrastructure improvements and connections.

- i. **Conditions.** YMCA agrees to the following conditions:
 - a) The Project shall be competitively bid in strict compliance with the Oklahoma Competitive Bidding Act, 61 O.S. § 101, et seq.
 - b) YMCA shall YMCA shall comply with the City/SUA standards, ordinances, codes and policies and all other local, state and federal requirements.
 - c) Participation by the City shall be by reimbursement only.
 - d) Prior to reimbursement by the City, YMCA shall provide all documentation necessary, including as-builts, permits, and city inspections, to demonstrate that the public infrastructure improvements have been constructed in compliance with City/SUA requirements
 - e) YMCA shall dedicate the infrastructure to the City/SUA and the water and sewer improvements shall become a part of the City/SUA public system, under its exclusive control and operation including any and all rights to further make connections, cross-connections, or any other modifications as deemed necessary in the sole discretion of City/SUA
 - f) Reimbursement payment shall be due within thirty (30) days of acceptance of the dedicated infrastructure by the City Council, and such acceptance shall not be unreasonably withheld, conditioned, or delayed if the infrastructure has been constructed in accordance with this Development Agreement.

3. **Indemnification.** YMCA understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers and ratepayers to operate for the benefit of its citizens, and SUA is a public trust created for the furtherance of public purposes. Accordingly, and pursuant to Oklahoma law, City/SUA shall not indemnify nor hold YMCA harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. YMCA shall indemnify, defend and hold the City/SUA, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any third party person or entity, resulting, in whole or in part, from the negligent acts and/or omissions or willful misconduct of YMCA and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with YMCA's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Agreement. The City/SUA reserves the right to pursue all legal and equitable remedies to which it may be entitled.
4. **Assignment.** This Agreement may not be transferred or assigned by any party without the written consent of the other party.
5. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals. The parties agree that all causes of action shall be brought in the Federal or State Courts within the State of Oklahoma. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not agree to binding arbitration of any disputes.
6. **Severability.** The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision.
7. **Entire Agreement.** These terms and conditions constitute the entire agreement between YMCA and City/SUA. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided.

IN WITNESS WHEREOF the Parties hereto enter into this Agreement and affix their respective signatures and seals:

CITY OF STILLWATER:

THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF GREATER
OKLAHOMA CITY:

WILLIAM H. JOYCE, MAYOR

KELLY KAY, PRESIDENT & CEO

ATTEST:
STILLWATER UTILITIES AUTHORITY:

WILLIAM H. JOYCE, CHAIR

TERESA KADAVY, CITY CLERK/SECRETARY

APPROVED as to form and legality this _____ day or _____, 2026.

CITY ATTORNEY/GENERAL COUNSEL



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 2027

Date: 08/17/2026

Department: Finance

Requested by: Jared Thulin

Explanation:

Revenue:

Increase revenue projections for receipt of insurance proceeds from Oklahoma Municipal Assurance Group.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Police/Insurance Proceeds	1016025 - 62001		\$ 0	\$ 7,437	\$ 7,437
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 7,437

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: [Signature]

Date: 9/8/2026

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



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

Budget Amendment Request
For Budget Year 2027

Date: 08/17/2026

Department: Finance Requested by: Jared Thulin

Explanation:

Expenditure:
Appropriate funds received from insurance claims. Expenditures funded by insurance proceeds received in FY27.

Account Name	Account Number (xxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Police/Insurance Expense	1016025 - 53912		\$ 0	\$ 7,437	\$ 7,437
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

Increase:

Decrease:

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

\$ 7,437

Reviewed by Department Manager:

Date:

Reviewed by Finance: *[Signature]*

Date: 9/8/2026

Approved by CMO:

Date:

Approved by City Council:

Date:

☐ Yes ☐ No

Processed by Finance:

Date:

Set ID:

Date Sent to SA&I:

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL**MEETING DATE: SEPTEMBER 14, 2026**

Agenda Item:	3.f. CC-26-150
Previous/Related Action:	
Background/Issue:	StillWonder proposed donation and installation of a kids play space in the new airport terminal. Multiple play space options were discussed, with the selection as outlined in the accompanying agreement. StillWonder will provide donation and installation of a permanent educational exhibit/play space in the new terminal. This exhibit is a valuable marketing tool when marketing our air service to families traveling with children, and an opportunity to provide an inclusive space for education/play within the terminal. The airport will provide routine cleaning/maintenance of this exhibit as outlined in the agreement.
Proposal/Solution:	The airport is excited to work with StillWonder and bring a play space to the new terminal.
Financial Source/Impact:	The exhibit is a donation, at no cost to the airport.
Related Pillar(s):	Quality of Life
Recommended Action/Motion:	Staff recommends approval of the donation agreement, and for the City to sign all related forms.
Prepared By:	Kellie Reed, Airport Director
Reviewed By:	Teresa Kadavy
Submitted By:	Brady Moore, City Manager

Attachments

1. Stillwonder Exhibit & Installation Agreement SRA

EXHIBIT DONATION AND INSTALLATION AGREEMENT

I. PARTIES

This Agreement (hereinafter "Agreement"), is hereby made and entered into this 25 day of August, 2026 by and between the City of Stillwater the owner and operator of Stillwater Regional Airport ("Airport") and StillWonder, Inc. (collectively known as the "Parties").

II. PURPOSE AND SCOPE

The purpose of this Agreement is to establish the terms under which StillWonder will fund, design, procure, fabricate, and install a permanent educational exhibit ("Exhibit") within the secure airside portion of the passenger terminal at Stillwater Regional Airport.

The Exhibit is intended to enhance the passenger experience through interactive educational opportunities and community engagement.

The Parties acknowledge that the Exhibit is being provided as a charitable contribution by StillWonder for the benefit of the Airport and the public.

No compensation shall be due to StillWonder under this Agreement.

This Agreement supersedes all prior discussions, negotiations, drafts, and understandings regarding the Exhibit.

III. RESPONSIBILITIES OF STILLWONDER

StillWonder shall:

- A. Lead fundraising activities necessary to support development of the Exhibit.
- B. Design, procure, fabricate, and install the Exhibit.
- C. Coordinate installation activities with Airport personnel.
- D. Ensure that contractors engaged by StillWonder maintain appropriate insurance during design and installation activities.
- E. Comply with applicable Airport security requirements during installation.
- F. Retain ownership of the Exhibit until written acceptance by the Airport.
- G. StillWonder shall procure and provide at no cost to Airport a software subscription for a term of 10 years for interactive digital play elements.
- H. Except as expressly provided herein, StillWonder shall have no responsibility for operation, maintenance, repair, replacement, inspection, staffing, code compliance, accessibility compliance, security compliance, utilities, or future improvements to the Exhibit.

IV. RESPONSIBILITIES OF THE AIRPORT

The Airport shall:

- A. Provide an approved location for the Exhibit within the Airport terminal.
- B. Provide reasonable access necessary for planning, delivery, installation, and inspection activities.

- C. Coordinate security access and operational approvals necessary for installation.
- D. Review plans and provide approvals within a reasonable timeframe.
- E. Review and approve final Exhibit plans and design prior to fabrication and installation.
- F. Upon acceptance, assume sole responsibility for ownership, operation, maintenance, inspection, repair, replacement, security, code compliance, accessibility compliance, insurance, and public use of the Exhibit.
- G. Be solely responsible for all future costs associated with the Exhibit.
- H. Maintain the Exhibit as part of Airport facilities and operations following acceptance.

V. POINTS OF CONTACT

The following individuals shall serve as the primary points of contact regarding this Agreement. Either Party may update its contact information by providing written notice to the other Party.

Airport:

Kellie Reed, C.M., Airport Director
Stillwater Regional Airport
3304 N. Airport Industrial Access Road
Stillwater, OK 74075
405-372-7881 ext. 5

StillWonder:

Sara Brown, Executive Director
StillWonder, Inc.
115 ½ W. 7th Avenue
Stillwater, OK 74074
405-762-9496

VI. OWNERSHIP AND ACCEPTANCE

Ownership of the Exhibit shall remain with StillWonder until written acceptance by the Airport.

The Airport shall provide written acceptance or written notice of deficiencies within thirty (30) days following notice from StillWonder that installation is complete.

If the Airport occupies, utilizes, opens, or permits public use of the Exhibit and has not provided written notice of deficiencies within thirty (30) days, acceptance shall be deemed to have occurred automatically.

Acceptance by the Airport shall constitute acknowledgment that the Exhibit has been reviewed and accepted for its intended use within Airport operations.

Upon acceptance:

1. Ownership shall immediately transfer to the City of Stillwater.
2. The Exhibit shall become an Airport asset.
3. Responsibility for operation, maintenance, repair, inspection, replacement,

- insurance, security, and public use shall transfer to the Airport.
4. StillWonder shall have no further obligations regarding the Exhibit unless separately agreed in writing.

VII. ACCEPTANCE OF RISK AND RESPONSIBILITY FOLLOWING TRANSFER

Upon acceptance of the Exhibit by the Airport, the Airport shall assume exclusive possession, custody, control, operation, inspection, maintenance, repair, replacement, and responsibility for the Exhibit.

The Airport acknowledges that the Exhibit shall thereafter be operated as an Airport asset under the sole authority and control of the Airport.

Following acceptance, any claim, demand, cause of action, injury, death, property damage, loss, or liability arising from the ownership, operation, maintenance, inspection, repair, replacement, relocation, modification, condition, or public use of the Exhibit shall be the responsibility of the Airport, except to the extent caused by the gross negligence or willful misconduct of StillWonder during design or installation activities.

The Airport further acknowledges that its review and approval of the final Exhibit design, plans, specifications, and installation shall constitute acceptance of the overall Exhibit concept, intended use, and operational characteristics.

Nothing herein shall be construed to create any ongoing duty on the part of StillWonder to inspect, maintain, repair, monitor, supervise, modify, upgrade, or ensure the continuing safety or compliance of the Exhibit following acceptance.

VIII. RECOGNITION AND SPONSORSHIP ACKNOWLEDGMENT

The Airport agrees that recognition signage identifying StillWonder and project sponsors shall be incorporated into the Exhibit in a location and format mutually approved by the Parties.

StillWonder shall retain the right to identify and recognize project sponsors, donors, grantors, and funding partners through signage incorporated into the Exhibit design. Airport approval of such recognition shall not be unreasonably withheld, conditioned, or delayed.

StillWonder shall retain the right to name the Exhibit and identify presenting sponsors, subject only to reasonable Airport review for operational, security, and public safety concerns.

Recognition shall remain in place for the life of the Exhibit.

If the Exhibit is relocated within the Airport, equivalent recognition shall be maintained with the relocated Exhibit.

Recognition obligations shall terminate upon permanent removal of the Exhibit.

IX. MARKETING, PUBLICITY, AND COMMUNICATION RIGHTS

StillWonder shall retain the unrestricted right to reference, photograph, film, video record, describe, publicize, promote, market, fundraise, and communicate regarding the Exhibit and the Exhibit project through print, digital, social media, fundraising, sponsorship, educational, public relations, annual reporting, grant reporting, donor stewardship, and other communications.

StillWonder may identify the Airport as the location of the Exhibit and may identify project sponsors, donors, grantors, and funding partners without obtaining prior approval from the Airport.

The Airport grants StillWonder the continuing right to use photographs, renderings, designs, descriptions, visitor statistics, and other non-confidential information relating to the Exhibit for organizational, educational, fundraising, reporting, and promotional purposes.

StillWonder may use the Exhibit and associated project in grant applications, sponsorship proposals, annual reports, fundraising campaigns, donor solicitations, and marketing materials in perpetuity.

Nothing herein shall authorize StillWonder to imply Airport endorsement of unrelated programs, products, political activities, or fundraising campaigns not associated with the Exhibit.

X. DATA SHARING AND IMPACT REPORTING

The Airport acknowledges the value of measuring and communicating the public benefit and community impact of the Exhibit.

To the extent such information is collected and available in the normal course of Airport operations, the Airport agrees to provide StillWonder, upon request and no more than twice annually, aggregate visitor and operational data reasonably related to the Exhibit's audience and reach.

Such information may include:

- Annual passenger enplanements and deplanements;
- Total annual passenger traffic;
- Airport visitor counts;
- Tour participation numbers;
- School, youth, civic, or community group tour participation;
- Public event attendance occurring within the terminal; and
- Other aggregate visitor statistics maintained by the Airport.

The Airport shall not be required to create new reports, collect new data, perform additional analysis, incur material expense, or disclose confidential, security-sensitive, proprietary, or personally identifiable information.

StillWonder may use such aggregate information for grant reporting, donor stewardship, sponsorship reporting, fundraising, marketing, annual reports, impact reporting, and demonstrating community benefit.

The Airport further authorizes StillWonder to use such information and statistics in

perpetuity for grant applications, sponsorship proposals, donor communications, annual reports, fundraising campaigns, and marketing materials.

Upon reasonable request, the Airport agrees to provide a brief written statement regarding the Exhibit's public benefit, educational value, and community impact for use in grant applications, sponsorship proposals, annual reports, fundraising materials, and other communications.

XI. FUTURE MODIFICATIONS

The Airport shall have the right to relocate, modify, renovate, upgrade, refresh, repair, replace, or otherwise alter the Exhibit at its sole discretion.

The Airport shall provide reasonable notice to StillWonder before any substantial relocation, replacement, renovation, or modification whenever practicable.

Nothing herein shall obligate StillWonder to participate in or fund future modifications.

XII. REMOVAL OF EXHIBIT

The Airport may remove the Exhibit for operational, safety, security, regulatory, facility, or business reasons.

Except in emergency situations, the Airport shall provide at least ninety (90) days written notice before permanent removal.

To the extent permitted by law, prior to disposal, destruction, transfer, or dismantling of the Exhibit, StillWonder shall have a first right of refusal, but not an obligation, to assume ownership of all or part of the Exhibit.

This right shall include exhibit structures, signage, artwork, interactive elements, fixtures, technology, and reusable materials.

The Airport shall not dispose of, destroy, or transfer ownership of the Exhibit until StillWonder has had a reasonable opportunity to exercise its rights under this section. If StillWonder elects to exercise this right, the Airport shall make the Exhibit available for removal at StillWonder's expense within a mutually agreed timeframe.

XIII. NO ONGOING OBLIGATION

Following acceptance, StillWonder shall have no obligation to maintain, repair, inspect, replace, update, supervise, fund, monitor, or otherwise support the Exhibit.

Any future participation by StillWonder shall be entirely voluntary.

XIV. INSURANCE

During installation, StillWonder and its contractors shall maintain insurance appropriate for their activities.

Following acceptance, the Airport shall be solely responsible for insurance coverage

relating to ownership, operation, maintenance, and public use of the Exhibit.

XV. LIABILITY AND INDEMNIFICATION

Upon acceptance of the Exhibit, the Airport assumes responsibility for claims arising from ownership, operation, maintenance, repair, relocation, replacement, modification, or public use of the Exhibit.

To the fullest extent permitted by Oklahoma law, the Airport shall defend, indemnify, and hold harmless StillWonder, its officers, directors, volunteers, employees, contractors, sponsors, donors, successors, and agents from claims, damages, losses, liabilities, costs, and expenses arising from the Exhibit after acceptance.

StillWonder shall not be liable for ordinary wear and tear, maintenance failures, misuse, vandalism, regulatory changes, accessibility requirements, operational decisions, or modifications made after acceptance.

XVI. NO WARRANTY

The Exhibit shall be accepted by the Airport in its then-current condition. Except for correction of agreed installation punch-list items, StillWonder provides no ongoing warranty regarding future performance, durability, maintenance requirements, or fitness for a particular purpose following acceptance.

XVII. NO FUTURE FUNDING COMMITMENT

Nothing in this Agreement shall create any obligation for StillWonder to provide future funding, capital improvements, maintenance support, repairs, operational support, replacement costs, or exhibit enhancements.

The parties acknowledge that any public funds required for the ownership, operation, and maintenance of the Exhibit are subject to appropriation by the City of Stillwater.

In the event that the Airport determines that funds are required for the maintenance, repair, or replacement of the Exhibit, or elements thereof, the parties shall meet to evaluate whether a mutually agreeable supplemental funding agreement can be reached for such purpose.

XVIII. INDEPENDENT PARTIES

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency relationship, employment relationship, or other legal association between the Parties.

XIX. ASSIGNMENT

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that the Airport may transfer responsibility to a successor governmental entity responsible for operation of the Airport.

XX. FORCE MAJEURE

Neither Party shall be liable for delays or failures resulting from causes beyond its reasonable control.

XXI. CHANGES AND MODIFICATIONS

This Agreement may only be amended through a written instrument signed by both Parties.

XXII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.
Venue for any action arising under this Agreement shall lie exclusively in Payne County, Oklahoma.

XXIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the Exhibit and supersedes all prior negotiations, understandings, drafts, and agreements.

XXIV. SURVIVAL

The provisions relating to ownership transfer, recognition, marketing rights, removal rights, data sharing, insurance, indemnification, liability limitations, governing law, and dispute resolution shall survive termination or expiration of this Agreement.

XXV. EXECUTION

City of Stillwater

BY: Brady Moore

TITLE: City Manager

DATE:

StillWonder, INC

BY: Sara Brown



TITLE: Executive Director

DATE: 8/25/2026



Agenda Item:	3.g. CC-26-151
Previous/Related Action:	• CC 24-54; Task Order Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects. • SUA-2025-5, CC-2025-21, SUA-2025-6; authorizing an FAP loan from the Oklahoma Water Resources Board (OWRB). • SUA – 25-36; Appropriation of funds for easement acquisition • CC -25-157 and CC-26-26; Acceptance of permanent and temporary construction easements for Sangre Waterline Project.
Background/Issue:	The Task Order No. 1 Projects include replacement of water lines along Sangre Road, south of 32nd Ave. The new waterlines are proposed within the Right-of-Way, existing easements and private properties. Staff have completed landowner negotiations for the attached temporary construction easement: • Parcel 6.1 being part of Lot One (1), Stonewall Ranch, subdivision of part of the Southwest Quarter (SW/4) Northwest Quarter (NW/4) of Section Thirty-three (33), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from Mooremaker Homes, LLC.
Proposal/Solution:	The above-mentioned easement is necessary for construction of the project.
Financial Source/Impact:	No additional appropriations are necessary for this action.
Related Pillar(s):	Strong Infrastructure
Recommended Action/Motion:	Accept temporary construction easement for Sangre Waterline Project: • Parcel 6.1 being part of Lot One (1), Stonewall Ranch, subdivision of part of the Southwest Quarter (SW/4) Northwest Quarter (NW/4) of Section Thirty-three (33), Township Nineteen (19) North, Range Two (2) East of the Indian Meridian, Payne County, Oklahoma, from Mooremaker Homes, LLC.
Prepared By:	Bill Millis, Director of Engineering

Reviewed By:

Bill Millis

Brady Moore

Teresa Kadavy

Submitted By:

Brady Moore, City Manager

Attachments

1. Temporary Construction Easement from Mooremaker Homes, LLC

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Mooremaker Homes, LLC owns and possesses all rights, title, and interest to the following described real property situated in Payne County, State of Oklahoma, to-wit:

Lot One (1), STONEWALL RANCH, subdivision of part of the Southwest Quarter (SW/4) Northwest Quarter (NW/4) of Section Thirty-three (33), Township Nineteen (19) North, Range Two (2) East, I.M., Payne County, Oklahoma, according to the recorded plat thereof.

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

LEGAL DESCRIPTION PARCEL 6.1

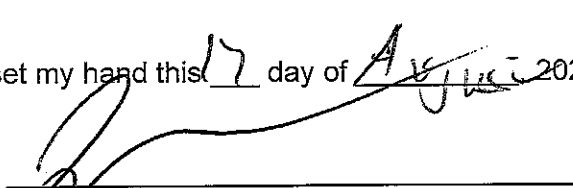
A PART OF LOT 1, STONEWALL RANCH SUBDIVISION OF PART OF THE SW/4 NW/4 SECTION 33, T-19-N, R-2-E, I.M., PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, STONEWALL RANCH SUBDIVISION OF PART OF THE SW/4 NW/4 SECTION 33, T-19-N, R-2-E, I.M., PAYNE COUNTY, OKLAHOMA;; THENCE N89°54'30"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 15.00 FEET; THENCE S0°40'35"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N89°54'30"E A DISTANCE OF 15.00 FEET; THENCE S0°40'35"E A DISTANCE OF 100.00 FEET; THENCE S89°54'30"W A DISTANCE OF 15.00 FEET; THENCE N0°40'35"W A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES OR 1,500 SQUARE FEET MORE OR LESS.

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

Absent extraordinary circumstances beyond the control of the City, this Easement shall terminate upon the earlier of the following: (a) the completion of the bore under Sangre Road for said water line(s) at which time the City shall provide written notice of completion to Owner(s); or (b) 45 days from the date the City or its agent begins excavation to complete the bore under Sangre Road within the temporary construction easement area.

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of August 2026.



Javen Dale Moore, Manager/Member

Stillwater - Sangre Water Line
Parcel 6.1

STATE OF OKLAHOMA)
 NOBLE) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 17 day of August, 2026, personally appeared, Javen Dale Moore to me known to be the identical people/person who subscribed the name of the maker thereof to the foregoing instrument as its manager/member and acknowledged to me that they executed the same as their free and voluntary act and deed of the LLC for the uses and purposes therein set forth.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: 03/24/30
My Commission Number: 14002605

(SEAL)



STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

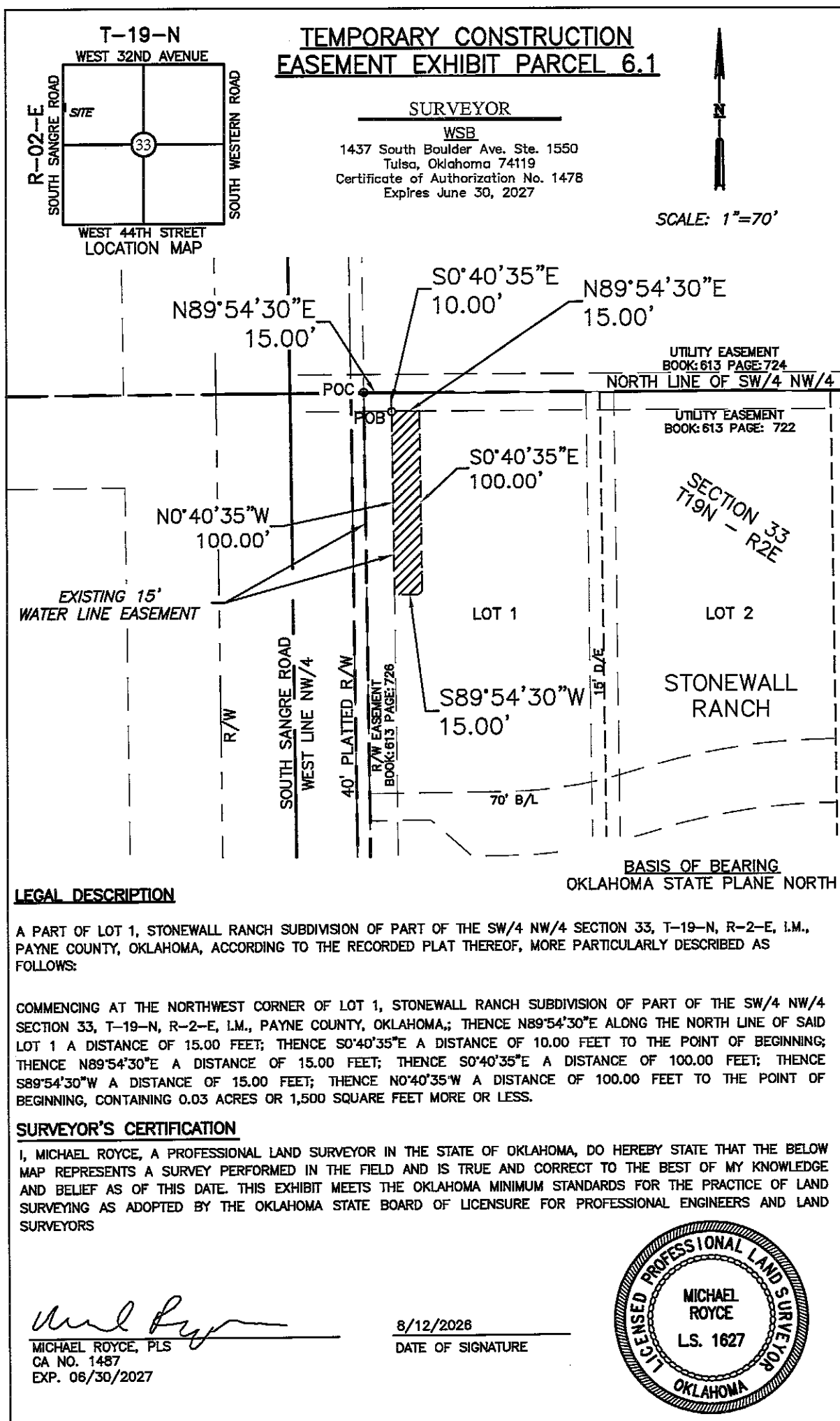
(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA





Agenda Item:	3.h. CC-26-152
Previous/Related Action:	• CC 24-54; Task Order Agreement with Black and Veatch for Engineering Services for FY25 Water and Sewer Capital Projects. • SUA-2025-5, CC-2025-21, SUA-2025-6; authorizing an FAP loan from the Oklahoma Water Resources Board (OWRB). • SUA-26-29; Appropriation of funds for easement acquisition. • CC-26-122 and CC-26-145; Acceptance of permanent and temporary construction easements for the Northeast Transmission Main Project.
Background/Issue:	The Task Order No. 1 (TO-01) Projects include the construction of a new 24-inch transmission waterline from the Water Treatment Plant (WTP) to the N. Perkins Water Tower. The new 24-inch Northeast Pressure Zone Transmission Main will be constructed on private properties outside of the public right-of-way. Staff have completed landowner negotiations for the below-referenced permanent and temporary construction easements (attached): • Parcel 6A and 6.1, being part of a tract of land in the Southwest quarter (SW/4) of Section 13, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, from Commissioners of the Land Office of the State of Oklahoma.
Proposal/Solution:	The above-mentioned easements are necessary for construction of the project. Including this action, the City will have acquired 9 easements of 16 easements necessary for the project.
Financial Source/Impact:	No additional appropriations are necessary for this action.
Related Pillar(s):	Strong Infrastructure
Recommended Action/Motion:	Accept Permanent and Temporary Construction Easements for Northeast Transmission Main Project: • Parcel 6A and 6.1, being part of a tract of land in the Southwest quarter (SW/4) of Section 13, Township 20 North, Range 2 East of the Indian Meridian, Payne County, Oklahoma, from Commissioners of the Land Office of the

State of Oklahoma.

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

Submitted By:	Brady Moore, City Manager
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Attachments

1. Permanent and Temporary Construction Easements from Commissioners of the Land Office of the State of Oklahoma

COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA
EASEMENT

Easement No. 10159
Account No. 205022

County: Payne

THIS EASEMENT made and entered into this 6th day of July, 2026, by and between the Commissioners of the Land Office of the State of Oklahoma, Grantor, (CLO) and **City of Stillwater (Grantee)** 723 S Lewis Street, Stillwater, OK 74074:

WITNESSETH: That in consideration of the sum of **five hundred dollars and no cents (\$500.00)**, the CLO by power vested in them by the Constitution and laws of the State of Oklahoma grant and convey unto the **Grantee** the right to the uninterrupted access and enjoyment of a **Continuous** Easement for the following purposes only, covering land situated in **Payne** County, State of Oklahoma, described as follows:

A tract of land in the Southwest quarter (SW/4) of Section 13, T-20-N R-02-E1M, Payne County, Oklahoma, according to the U.S. government survey thereof, more particularly described as follows:

Commencing at the SW corner of the SW/4 of Section 13, T-20-N R-02 E; thence N88°29'53"E along the South line of said SW/4 a distance of 100.00 feet; thence N00°35'51"W a distance of 33.00 feet to a point on the North right-of-way line of E. Yost Rd also being the point of beginning; thence N00°35'51"W along the East right-of-way of N Perkins Rd a distance of 48.42 feet; thence N88°29'53"E a distance of 30.00 feet; thence S00°35'51"E a distance of 48.42 feet to a point on the North right-of-way line of E. Yost Rd; thence S88°29'53"W a distance of 30.00 feet along said right-of-way line to point of beginning, containing 1,453 square feet or 0.03 acres more or less.

The easement described is shown on the attached PLAT and the plat is part of this Agreement. The easement is **0.03 acres**.

PURPOSE: To construct, maintain, operate, remove and re-lay, if necessary, one pipeline not to exceed **24** inches in diameter for the transportation of **water**. The pipeline will be contained within the above-described easement, **2.93** rods in length as described in the attached centerline survey. The pipeline shall be constructed and maintained at least 36 inches beneath the surface of said land.

NOTICE: No structures other than the waterline, appurtenances and line markers in fence rows may be placed upon or beneath the surface of the land under the terms and conditions of this Easement. The CLO, its surface lessees, successors and assigns reserve the right to use the surface for all purposes not inconsistent with the necessary servicing of the **waterline**. After construction **Grantee** shall, in a timely and workmanlike manner, restore the land as near as is reasonable and possible to its condition immediately prior to construction, and according to the specifications of CLO's supervising Real Estate Management Specialist.

PROVIDED it is expressly agreed by **Grantee** that the granting of this easement does not permit **Grantee** to unreasonably interfere with the CLO, its surface lessees, successors and assigns in the exercise of its free and uninterrupted access, use and enjoyment of the premises. It is further understood by **Grantee** that unreasonable interference with the CLO's, its surface lessees', successor's and assign's free use and enjoyment of the premises shall constitute forfeiture of all of its right, title and interest in the property. Upon failure to show due cause as to why this agreement should not be cancelled for such

interference, **Grantee** agrees to remove all of its property whether real, personal or both within thirty (30) days from the date of receipt of notice.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should **Grantee**, its successors, heirs or assigns cease to use the land for the purposes granted for a period of more than one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges granted shall cease and terminate. It is understood and agreed that such cessation of usage of the above described premises for a period of one (1) year or more shall constitute abandonment. In consideration of the execution of this easement, **Grantee** does grant, bargain, sell and convey all of its right, title and interest in the premises to CLO, its successors and assigns, in the event of abandonment.

It is expressly understood and agreed **Grantee** shall settle with the surface lessee of the land for any damages to improvements and/or crops by reason of construction or use of the right-of-way or Easement, with the further understanding that the CLO is neither entitled to nor responsible for payment of the proceeds of such settlement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this easement to be executed by their Secretary.

City of Stillwater Representative

By _____

Dan Whitmarsh, Secretary
Commissioners of the Land Office

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

(SEAL)

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

When Recorded Return To: City of Stillwater PO Box 1449 Stillwater, OK 74076

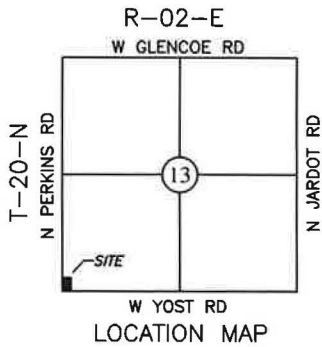
STATE OF OKLAHOMA)
) **ss.**
COUNTY OF OKLAHOMA)

ACKNOWLEDGEMENT

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me Dan Whitmarsh, known to be the person who executed the foregoing instrument as its Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

My Commission Expires:
Commission #:

For Land Office Use Only
No. _____
Volume _____
Recorded _____ (Date)
By _____ (Records Clerk)

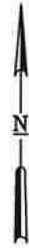


WATER LINE
EASEMENT EXHIBIT
PARCEL 6A

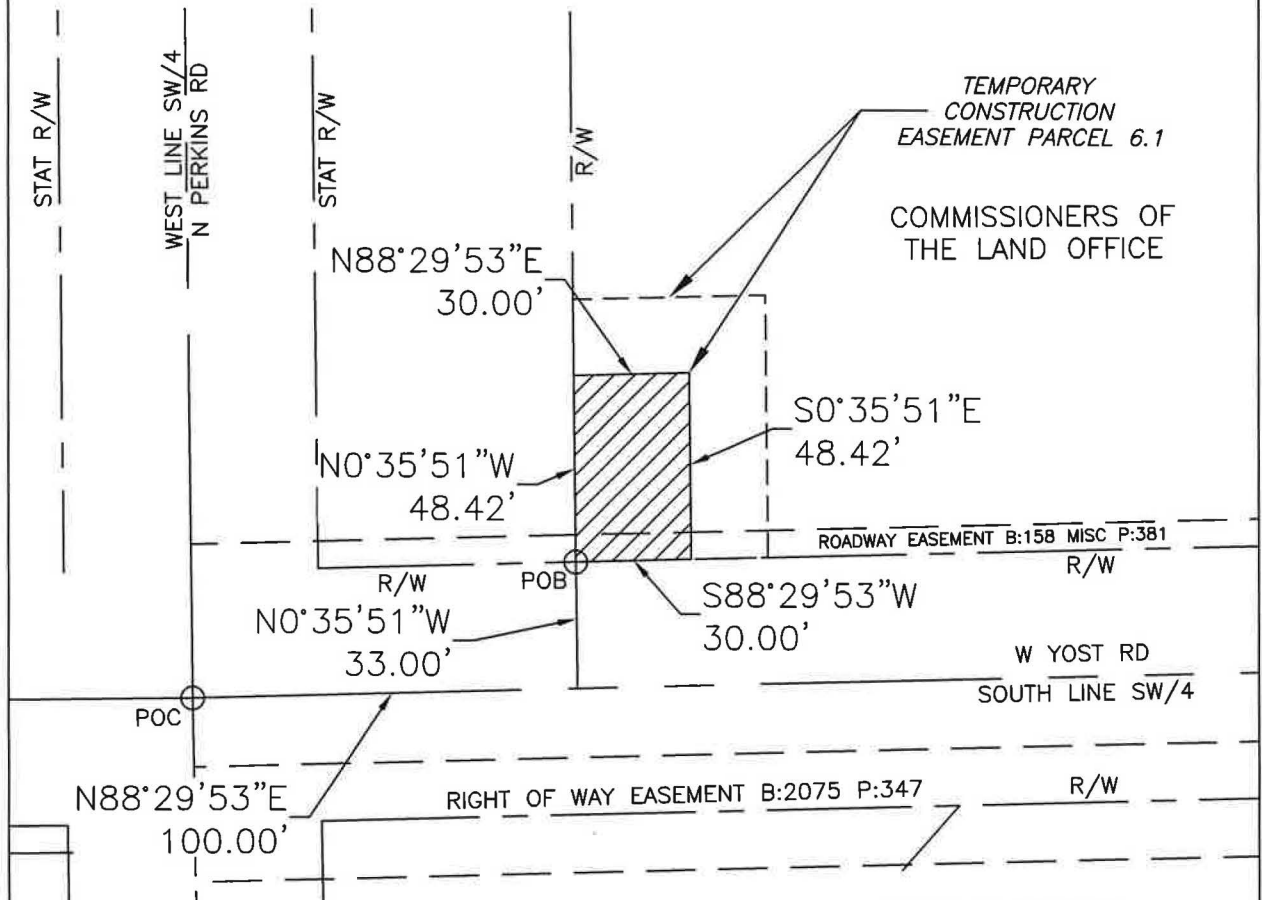
SURVEYOR

WSB

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



SCALE: 1"=50'



LEGAL DESCRIPTION

BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 13, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SW/4 OF SECTION 13, T-20-N R-02-E; THENCE N88°29'53"E ALONG THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 100.00 FEET; THENCE N00°35'51"W A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E. YOST RD ALSO BEING THE POINT OF BEGINNING; THENCE N00°35'51"W A DISTANCE OF 48.42 FEET; THENCE N88°29'53"E A DISTANCE OF 30.00 FEET; THENCE S00°35'51"E A DISTANCE OF 48.42 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E. YOST RD; THENCE S88°29'53"W A DISTANCE OF 30.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO POINT OF BEGINNING, CONTAINING 1,453 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATION

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

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

1/29/26

DATE OF SIGNATURE



COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA
TEMPORARY CONSTRUCTION PERMIT

County: Custer
Permit No. 10159TP
Account No. 205022

THIS AGREEMENT made and entered into the 7th day of August, 2026, by and between the Commissioners of the Land Office of the State of Oklahoma (CLO) and **City of Stillwater (Grantee)** 723 S Lewis Street, Stillwater, OK 74074:

WITNESSETH: CLO by power vested in them by the Constitution and laws of the State of Oklahoma grant unto **Grantee** the right to the uninterrupted access and enjoyment of a Temporary Permit for the following purposes only, covering the following described land situated in **Payne** County, State of Oklahoma:

A tract of land in the southwest quarter (SW/4) of Section 13, T-20-N R-02-EIM, Payne County, Oklahoma, according to the U.S. government survey thereof, more particularly described as follows:

Commencing at the SW corner of the SW/4 of Section 13, T-20N R-02E; thence N88°29'53"E along the south line of said SW/4 a distance of 130.00 feet; thence N00°35'51"W a distance of 33.00 feet to a point on the north right-of-way line of E. Yost Rd, also being the point of beginning; thence N00°35'51"W a distance of 48.42 feet; thence S88°29'53"W a distance of 30.00 feet to a point on the east right-of-way of N Perkins Rd; thence N00°35'51"E along said east right-of-way a distance of 20.00 feet; thence N88°29'53"E a distance of 50.00 feet; thence S00°35'51"E a distance of 68.42 feet to a point on said north right-of-way line of E. Yost Rd; thence S88°29'53"W a distance of 20.00 feet along said right-of-way line to the point of beginning, containing 1,968 square feet or 0.05 acres, more or less.

See PLAT attached which is part of this agreement.

PURPOSE: To grant additional temporary construction area not to exceed **0.05 acres** during construction of the **water line** granted by **Easement #10159**, reverting to the CLO upon completion of the **water line**.

NOTICE: No structures other than the waterline and appurtenances described above and line markers in fence rows may be placed upon or beneath the surface of the land under the terms and provisions of this Agreement. The CLO reserve the right to use the surface for all purposes not inconsistent with the necessary installation, operation and servicing of the waterline by **Grantee**.

This permit shall not be transferred in whole or in part.

It is expressly understood and agreed that **Grantee** shall settle with the surface lessee of the land for any damages that may be sustained to improvements and/or crops by reason of construction or use of the right of way or Permit.

It is understood and agreed that this temporary permit will expire within **two years** or upon the issuance of an easement by the CLO, whichever date is sooner. Further, that **Grantee** agree(s) to pay the appraised price as established by the CLO for the easement.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this permit to be executed by their Secretary.

City of Stillwater Representative

By _____

Dan Whitmarsh, Secretary
Commissioners of the Land Office

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

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

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST:

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

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

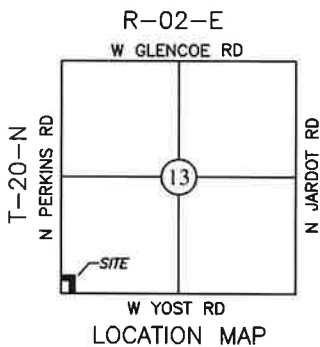
KIMBERLY CARNLEY, CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

ACKNOWLEDGEMENT

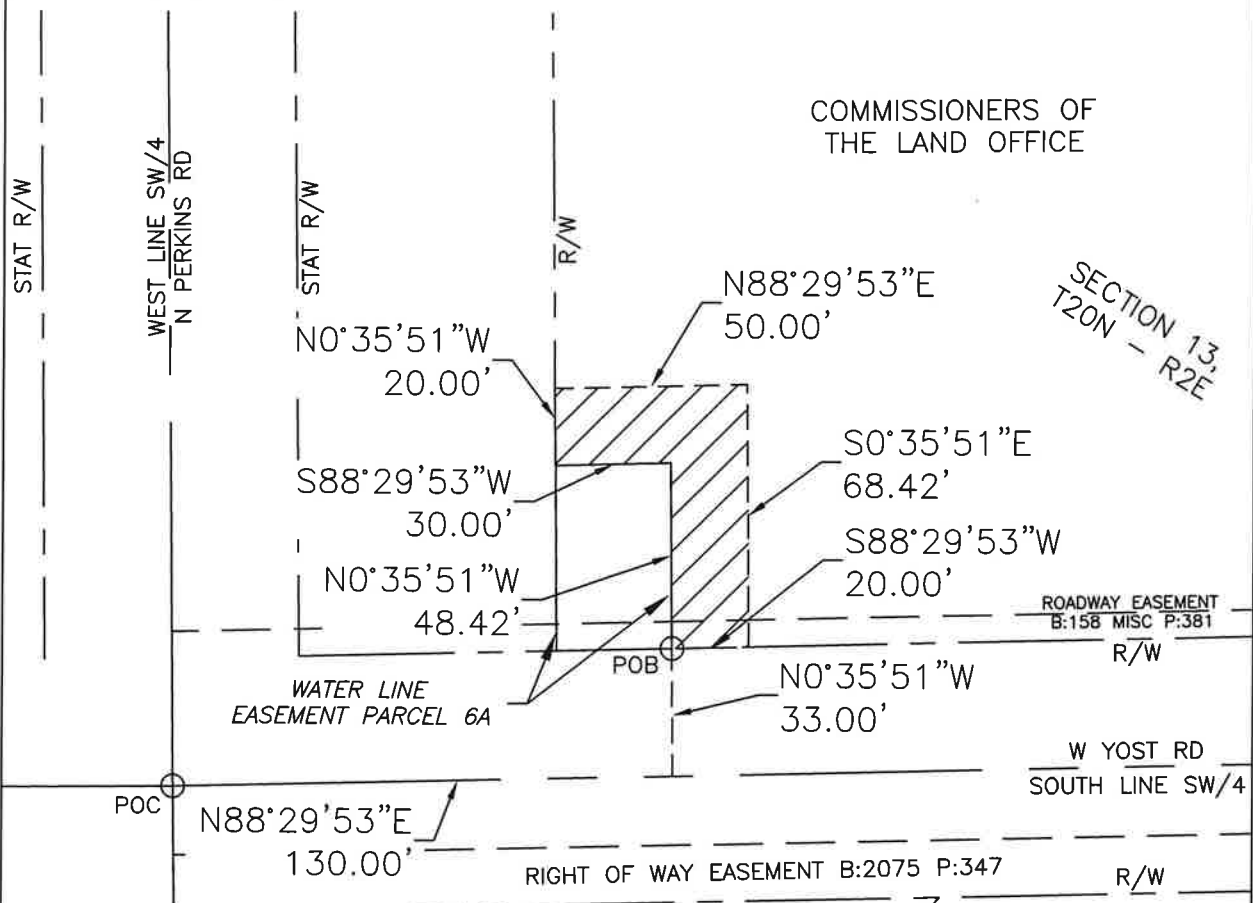
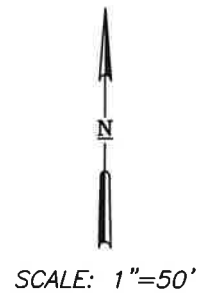
On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me Dan Whitmarsh, known to be the person who executed the foregoing instrument as its Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

My Commission Expires:
Commission #:



TEMPORARY
CONSTRUCTION
EASEMENT EXHIBIT
PARCEL 6.1

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



LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 13, T-20-N R-02-E IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SURVEYOR'S CERTIFICATION

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


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

1/29/26
DATE OF SIGNATURE



YMCA AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2026, by and between the CITY OF STILLWATER, OKLAHOMA, a municipal corporation ("City") and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER OKLAHOMA CITY, an Oklahoma not-for-profit corporation ("YMCA").

RECITALS

WHEREAS, the YMCA is the leading nonprofit committed to strengthening community by empowering young people, improving the health and well-being of people of all ages and inspiring action in and across communities; and

WHEREAS, for almost 65 years, the YMCA located at 204 S. Duck Street has been a cornerstone of the community, offering amenities such as an aquatics center, a fitness center, group fitness classes, child care, and more with a commitment to improving lives in our community through programs that nurture youth, encourage healthy living, and foster social responsibility; and

WHEREAS, the YMCA has announced a \$33,000,000 capital project to build a new YMCA facility in Stillwater made possible through community partnerships and fundraising; and

WHEREAS, the new YMCA facility will be located on 12th Avenue between the Washington School and Total Health Fitness buildings and feature a modern and accessible 56,000 square foot facility and feature a state-of-the-art Aquatics Center that could be home to the high school swim team, as well as offer therapeutic aquatic programs, swim lessons and recreational swimming, health and wellness facilities for programs and activities that support physical and mental well-being, gymnasium and sports fields for youth sports, day camps and more, new child care spaces, and job opportunities for OSU students; and

WHEREAS, the City recognizes the need for the continued operation of a YMCA to provide programs and opportunities for community, connection, and wellness for the residents of Stillwater and surrounding areas, and to operate and maintain its programs and services which are for the benefit and public good of the City and the members of the community; and

WHEREAS; the City agrees to assist in the operation of YMCA, it being a public purpose and in the best interest of the general public to do so.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions, and promises set forth herein and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Term.** The term of this Agreement shall be July 1, 2026 – June 30, 2027. This Agreement may be extended for twenty (20) additional one-year terms. Each extension term must be approved in writing by the parties.
- 2. Compensation.** City shall pay to YMCA the sum of Fifty Thousand and No/100 Dollars (\$50,000) per year during the term of this Agreement. Payment shall be made to YMCA

after July 1, 2026 pursuant to an invoice submitted by YMCA, and after July 1 on any subsequent fiscal year for approved extensions.

Non-Appropriations. YMCA understands and acknowledges that the City of Stillwater is subject to the debt limitation provisions of Article 10, § 14 of the Oklahoma Constitution and as such, extension terms of this Agreement and any payment obligation is contingent upon sufficient appropriations made by the City Council. In the event that no appropriation is made that is sufficient to service this Agreement beyond the initial term, then this Agreement shall be terminated. The City of Stillwater shall notify YMCA in writing of any such non-appropriation of funds at the earliest possible date.

3. **YMCA Operations & Programs for Stillwater Residents.** During the Term of this Agreement, or any approved Extension Term, YMCA shall provide programs that focus on youth development, healthy living and social responsibility in the City of Stillwater. In consideration of the compensation provided herein, the YMCA shall establish free or reduced access to its facilities to Stillwater residents. In addition to its programs and service offered to members, the YMCA shall offer the following to Stillwater residents:
 - i. Established dates and times for reduced fee public swim at the indoor Aquatics Center (no membership required)
 - ii. Children's programming and activities
 - iii. Financial assistance for memberships and programs to ensure that no person is denied access to membership or programs due to inability to pay
 - iv. The City of Stillwater shall designate a representative to serve on the local Stillwater YMCA board
4. **Annual Review.** Representatives for each party shall meet on an annual basis to review and evaluate this Agreement and the operation and programs of the YMCA to determine if any changes are needed in the best interest of the City and its residents. Any changes to this Agreement shall be by written amendment signed by both parties.
5. **Annual Presentation to City Council.** YMCA shall provide an annual report to the City Council concerning its programs and community benefit of its operation.
6. **Records.** YMCA shall prepare and maintain, during the term of this Agreement, and for three (3) years after its termination, complete and accurate books, records, and accounts showing the expenditure of all funds disbursed to it by City pursuant to this Agreement. YMCA shall maintain all accounts, books and records in accordance with generally accepted accounting principles. City shall have the right, subject to reasonable written notice, to conduct an audit of the accounts, books and records of YMCA.
7. **Independent Operations.** YMCA acts independently of the City in all respects. In this regard, YMCA is wholly and individually responsible for the proper conduct of its agents, volunteers, and employees, and the City shall in no way assume any responsibility or liability thereof. YMCA expressly agrees to indemnify and hold harmless the City from any third-party claims, damages, losses, or expenses to the extent arising from the negligent acts or omissions or willful misconduct of the YMCA. YMCA further covenants to comply with all local, state, and federal laws which may be applicable to any and all aspects of its conduct

or operations of the YMCA, and to hold the City harmless in the event of any liability which may arise therefrom.

8. **Termination.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party, or in the event of non-appropriation for an extension term.
9. **Notice.** Any notice given to the other party pursuant to this Agreement shall be in writing. Any such notice shall be deemed given when mailed or electronically mailed to such party as follows:

YMCA
YMCA of Greater Oklahoma City
Attn: President and CEO
500 N. Broadway, Ste. 500
Oklahoma City, OK 73102
kkay@ymcaokc.org

CITY OF STILLWATER
City Clerk
723 S. Lewis St./ PO Box 1449
Stillwater, OK 74076
cityclerk@stillwaterok.gov

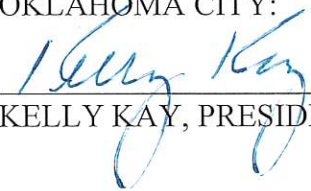
10. **Assignment.** This Agreement may not be transferred or assigned by any party without the written consent of the other party.
11. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals. The parties agree that all causes of action shall be brought in the Federal or State Courts within the State of Oklahoma. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not agree to binding arbitration of any disputes.
12. **Severability.** The provisions of this Agreement are severable, and the invalidity of any provision shall not affect the validity of any other provision.
13. **Entire Agreement.** These terms and conditions constitute the entire agreement between YMCA and City. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein or herein provided.

IN WITNESS WHEREOF the Parties hereto enter into this Agreement and affix their respective signatures and seals:

CITY OF STILLWATER:

THE YOUNG MEN'S CHRISTIAN
ASSOCIATION OF GREATER
OKLAHOMA CITY:

WILLIAM H. JOYCE, MAYOR



KELLY KAY, PRESIDENT & CEO

ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED as to form and legality this ____ day or _____, 2026.

CITY ATTORNEY

Resolution No. CC-2026-28

RESOLUTION OF NECESSITY

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN PAYNE COUNTY, STATE OF OKLAHOMA, FOR THE PURPOSE OF ESTABLISHING, CONSTRUCTING, MAINTAINING, AND OPERATING THE AIRPORT WATERLINE.

Section 1. In accordance with Title 11, Oklahoma Statutes, Section 37-208, the City of Stillwater, Oklahoma is authorized and empowered to acquire by purchase or condemnation land or such interest therein as in its discretion may be necessary for the purpose of public use, occupation or possession in the construction and repair of public and district sewers and water distribution lines.

Section 2. The City of Stillwater, Oklahoma has determined to construct what is referred to as the Airport Waterline.

Section 3. The City of Stillwater, Oklahoma has found it necessary to acquire by purchase, if possible, or by condemnation, if necessary, certain property interests, described parcels of real property identified in Exhibits "A.1", "A.2", "A.3", "A.4", "B.1", "B.2" and "B.3" (the "Real Property") for the above-designated purposes.

Section 4. The City of Stillwater, Oklahoma has made and continues to make diligent efforts to acquire the Real Property from the owners thereof through good faith negotiations, and resort to condemnation as a last resort when a mutually agreeable settlement cannot be achieved in a timely manner.

Section 5. There are on-hand funds available sufficient to pay fair, just, and reasonable compensation to the owners for the Real Property.

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

Section 1. That the acquisition and appropriation of the Real Property, identified herein, is necessary for the purpose of constructing the Airport Waterline, and such purpose requires the acquisition primarily of easements on, and occasional fee simple title to Real Property.

Section 2. The City of Stillwater, Oklahoma caused the Real Property to be valued or appraised, and the Landowners or their designated representatives were given an opportunity to accompany the appraisers during the inspection of the Real Property, all in compliance with applicable laws.

Section 3. The valuation or appraisal established an amount that is believed to be reasonable and just compensation; therefore, and such amount has been or will be offered to the Landowners of Real Property.

Section 4. The City of Stillwater acting by and through its authorized representatives, will negotiate in good faith with the Landowners to acquire such Real Property at a fair, just, and reasonable price for the respective conveyances and grants of fee simple title, less and except the oil and gas, and other minerals lying beneath and that may be produced therefrom.

Section 5. If good faith negotiations and efforts to purchase the hereinabove described Real Property by agreement fail, the initiation of condemnation proceedings is hereby authorized for the reasons as heretofore stated.

ADOPTED this 14th day of September 2026.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 14TH DAY OF SEPTEMBER 2026.

KIMBERLY CARNLEY, CITY ATTORNEY

EXHIBIT A.1

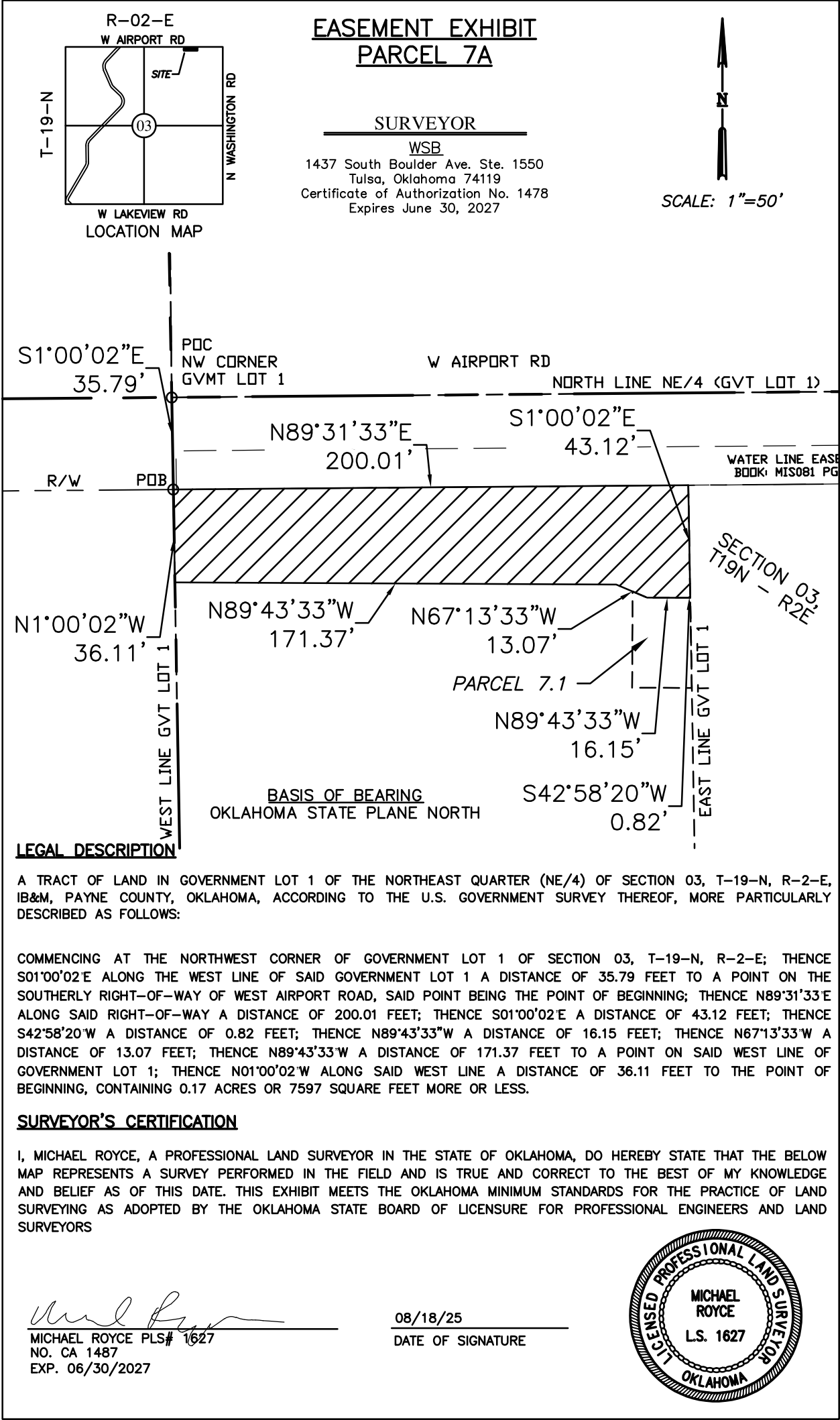
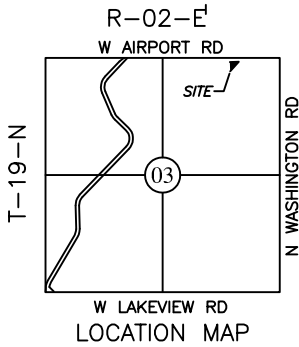


EXHIBIT A.2

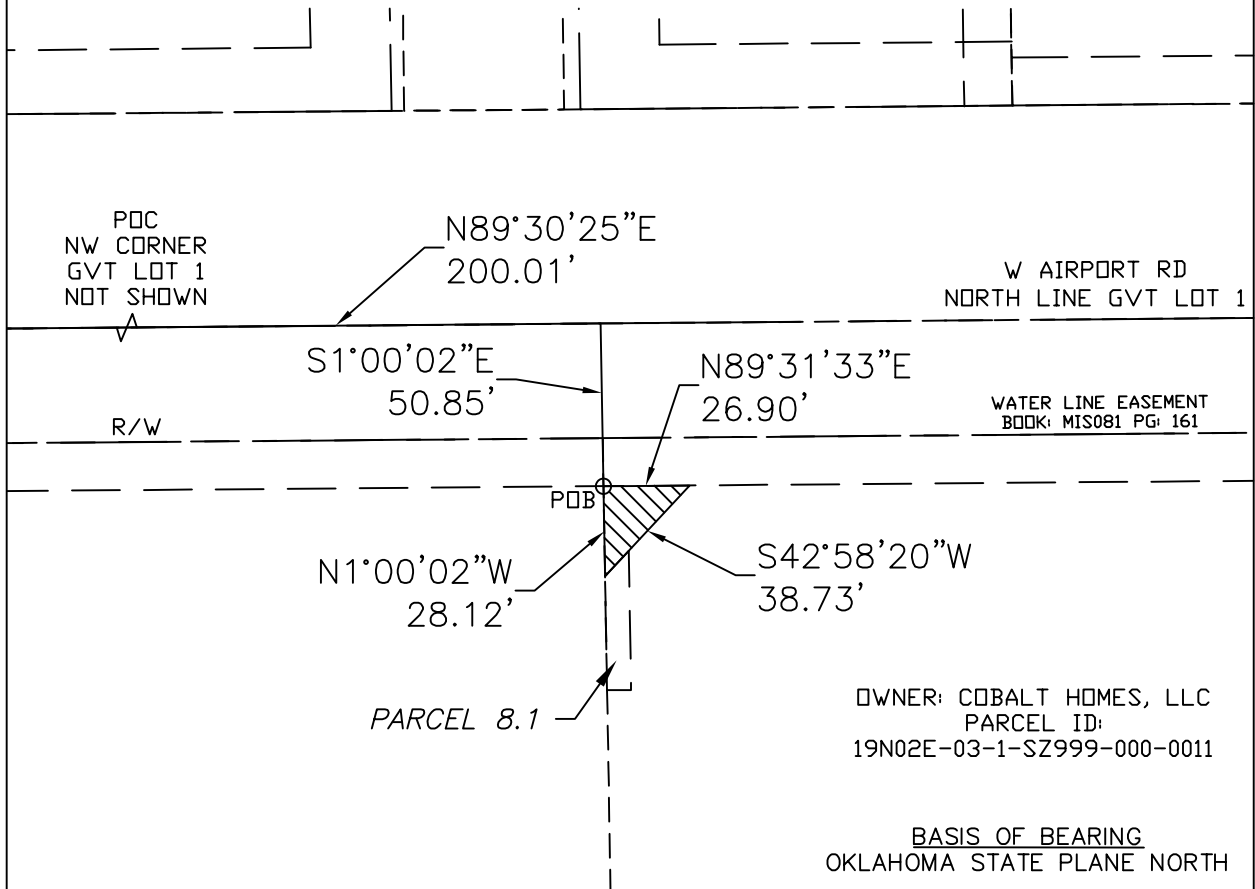


EASEMENT EXHIBIT
PARCEL 8A

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



SCALE: 1"=60'



LEGAL DESCRIPTION

A TRACT OF LAND IN GOVERNMENT LOT 1 OF THE NORTHEAST QUARTER (NE/4) OF SECTION 03, T-19-N, R-2-E, IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SECTION 03, T-19-N, R-2-E; THENCE N89°30'25"E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 200.01 FEET; THENCE S01°00'02"E A DISTANCE OF 50.85 FEET TO A POINT ON THE WATER LINE EASEMENT FILED IN BOOK MIS081 PAGE 161 ALSO BEING THE POINT OF BEGINNING; THENCE N89°31'33"E ALONG SAID WATER LINE EASEMENT A DISTANCE OF 26.90 FEET; THENCE S42°58'20"W A DISTANCE OF 38.73 FEET; THENCE N01°00'02"W A DISTANCE OF 28.12 FEET TO THE POINT OF BEGINNING, CONTAINING 378 SQUARE FEET MORE OR LESS.

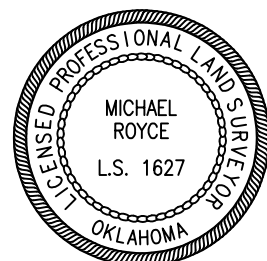
SURVEYOR'S CERTIFICATION

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

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

04/08/26

DATE OF SIGNATURE



EASEMENT EXHIBIT
PARCEL 9A

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

LOCATION MAP
T-19-N
R-02-E
W AIRPORT RD
W LAKEVIEW RD
N WASHINGTON RD
03
SITE

SCALE: 1"=60'

NE CORNER NE/4 NOT SHOWN

W AIRPORT RD

NORTH LINE NE/4

WATER LINE EASEMENT
BOOK: MIS081 PG: 161

TELECOMMUNICATIONS EASEMENT
BOOK: 1680 PG: 807

UTILITY EASEMENT
BOOK: MIS143 PG: 223

PARCEL 9B

PARCEL 9.1

OWNER: COBALT HOMES, LLC
PARCEL ID:
19N02E-03-1-SZ999-000-0004

BASIS OF BEARING
OKLAHOMA STATE PLANE NORTH

LEGAL DESCRIPTION

A TRACT OF LAND IN GOVERNMENT LOT 1 OF THE NORTHEAST QUARTER (NE/4) OF SECTION 03, T-19-N, R-2-E, IB&M, PAYNE COUNTY, OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF NE/4 OF SECTION 03, T-19-N, R-2-E; THENCE S89°30'25"W ALONG THE NORTH LINE OF SAID NE/4 A DISTANCE OF 779.21 FEET; THENCE S0°29'35"E A DISTANCE OF 50.97 FEET TO A POINT ON THE WATER LINE EASEMENT FILED IN BOOK MIS081 PAGE 161 ALSO BEING THE POINT OF BEGINNING; THENCE S44°59'01"W A DISTANCE OF 10.70 FEET; THENCE S89°31'33"W A DISTANCE OF 18.20 FEET; THENCE N89°31'33"E ALONG SAID WATERLINE EASEMENT A DISTANCE OF 33.27 FEET TO THE POINT OF BEGINNING, CONTAINING 193 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATION

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

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

04/08/26
DATE OF SIGNATURE

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL ROYCE
L.S. 1627
OKLAHOMA

EXHIBIT B.1

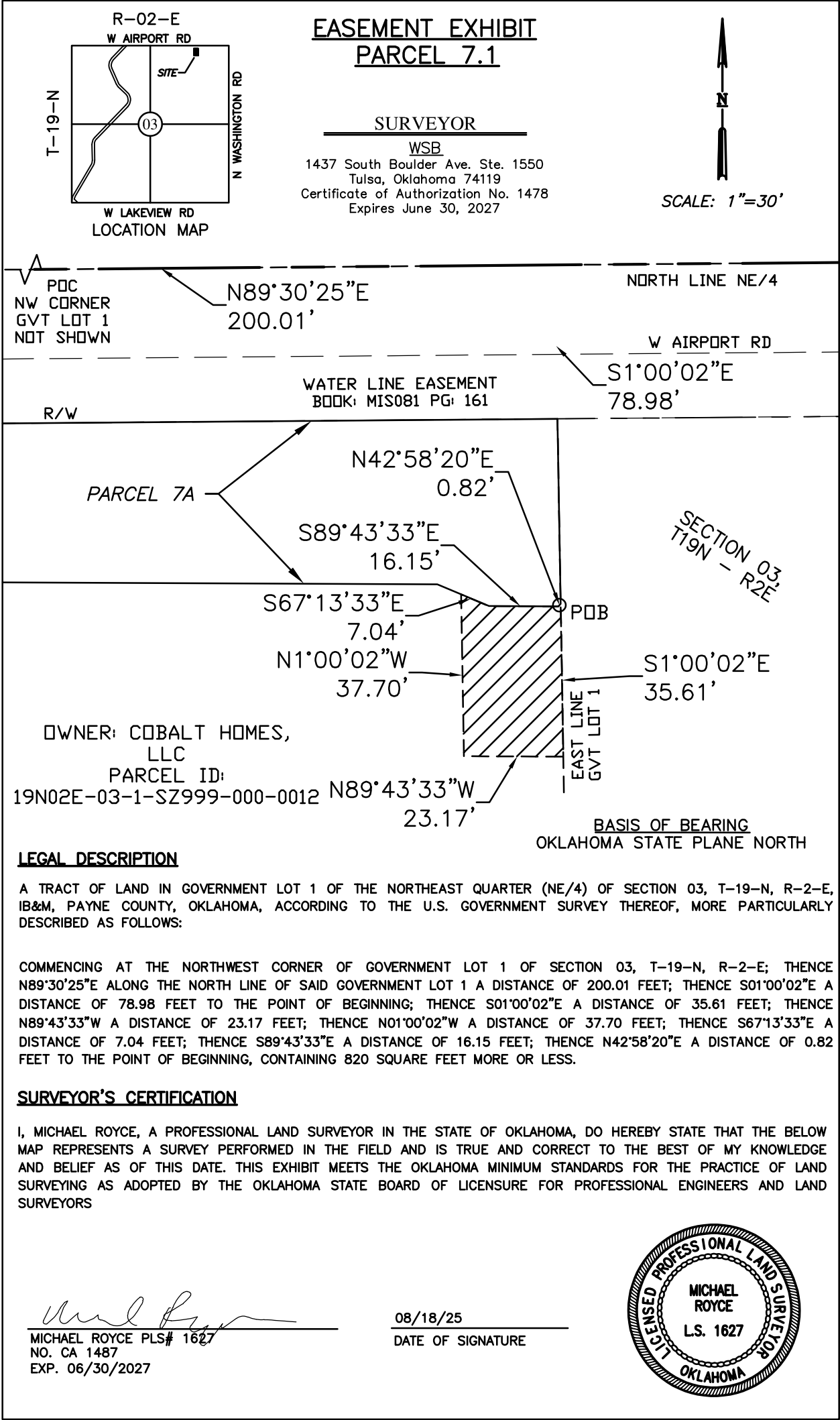


EXHIBIT B.2

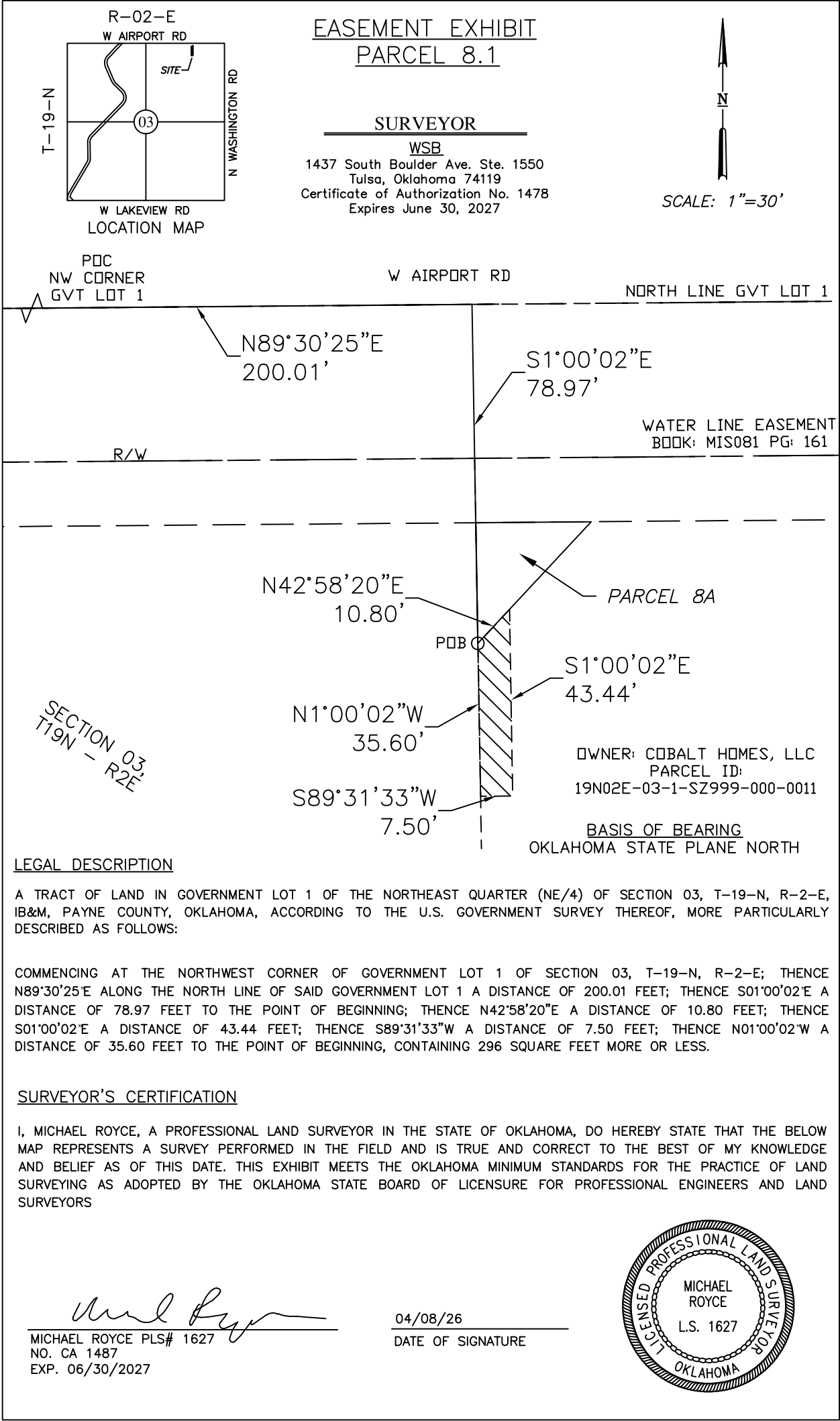


EXHIBIT B.3

