OKLAHOMA STATE COURTS NETWORK

Previous Case Top Of Index This Point in Index Citationize Next Case

DE FURIA V. LUTHER INDEPENDENT SCHOOL DISTRICT NUMBER 3 OF OKLAHOMA COUNTY, et al.

2026 OK CIV APP 35

Case Number: 123062

Decided: 03/10/2026

Mandate Issued: 11/05/2026

THE COURT OF CIVIL APPEALS OF THE STATE OF OKLAHOMA DIVISION II

Cite as: 2026 OK CIV APP 35, __ P.3d __

CHARLES J. DE FURIA, Plaintiff/Appellant,

vs.

LUTHER INDEPENDENT SCHOOL DISTRICT NUMBER 3 OF OKLAHOMA COUNTY; OKLAHOMA COUNTY FINANCE AUTHORITY; and BOARD OF COUNTY COMMISSIONERS OF OKLAHOMA COUNTY, OKLAHOMA, Defendants/Appellees.

APPEAL FROM THE DISTRICT COURT OF
OKLAHOMA COUNTY, OKLAHOMA

HONORABLE DON ANDREWS, TRIAL JUDGE

AFFIRMED

Charles J. De Furia Luther, Oklahoma *Pro se*

Kent B. Rainey, Lindsey E. Albers ROSENSTEIN, FIST & RINGOLD Tulsa, Oklahoma and Mark K. Stonecipher, Philip A. Schovanec FELLERS SNIDER Oklahoma City, Oklahoma and David C. Floyd, Jeff F. Raley FLOYD & DRIVER, PLLC Norman, Oklahoma For Defendant/Appellee Luther Independent School District No. 3

J. Kelly Work J. KELLY WORK, ATTORNEY AT LAW Oklahoma City, Oklahoma For Defendant/Appellee Oklahoma County Finance Authority

Jered T. Davidson THE PUBLIC FINANCE LAW GROUP LLC For Defendant/Appellee Board of County Commissioners of Oklahoma County

JANE P. WISEMAN, PRESIDING JUDGE:

¶1 Plaintiff Charles J. De Furia appeals the trial court's order granting summary judgment in favor of Defendants Luther Independent School District No. 3 (School District) and the Oklahoma County Finance Authority (Finance Authority) and denying Plaintiff's motion to reconsider the dismissal of Defendant Board of County Commissioners of Oklahoma County (Board) for lack of standing. We consider this appeal without appellate briefing pursuant to Supreme Court Rule 1.36, 12 O.S.2021, ch. 15, app. 1. After review, the decisions of the trial court are affirmed.

FACTS AND PROCEDURAL BACKGROUND

¶2 Plaintiff, a taxpayer and resident of School District and Oklahoma County, brings this action against Defendants seeking declaratory and injunctive relief on the issue of whether the bonds issued by the Finance Authority as part of its agreement with School District are considered debts of the School District for purposes of the debt limitation found in Article 10, § 26 of the Oklahoma Constitution. Plaintiff asks the trial court to issue a declaratory judgment finding Defendants' "proposed bond issuance to be unconstitutional and void under Article 10, Section 26 of the Oklahoma Constitution" because the bonds from Finance Authority and Board to School District in the amount of $20,500,000 "exceed[] the 10% limitation on indebtedness imposed by" this section of the Oklahoma Constitution.

¶3 The same day he filed the petition, Plaintiff also filed a motion for temporary injunctive relief to have the trial court restrain Defendants from approving the School District's request for $20,500,000 in bonds and issuing those bonds. Plaintiff asserts the financing proposed by Defendants for $20,500,000 for the benefit of School District, "when added to the existing indebtedness of $3,675,000," exceeds ten percent "of the valuation of the taxable property therein, to be ascertained from the last assessment for state and county purposes," a debt which violates Article 10, § 26. Plaintiff further explained:

> The assessed valuation of the taxable property in the [School District] as reported by the Oklahoma County Excise Board for the 2023-2024 school years is $109,692,614. Thus, when existing indebtedness is added to proposed indebtedness, total indebtedness will be $24,175,000 which is 22% ($24,175,000/ $109,692,614=22.04%) of the valuation of taxable property, causing the [Luther School District] conduit financing proposal to violate Article 10 Section 26 of the Oklahoma Constitution.

¶4 School District and Finance Authority filed a joint objection to Plaintiff's request for temporary injunctive relief arguing Plaintiff cannot meet the requirements necessary to obtain a temporary injunction. Defendants argued that Plaintiff's "requested relief will do nothing to protect taxpayers from an alleged violation of Article 10, Section 26 of the Oklahoma Constitution because the action of the [Finance Authority] which the Plaintiff seeks to enjoin is only as to 'approving the issuance of lease purchase bonds . . . related to [School District]" and "[t]he approval by the [Finance Authority] of the issuance of lease purchase bonds neither constitutes indebtedness of [School District] nor causes harm to Plaintiff." As a result, "there is no issue of the [School District] being in violation of the indebtedness limitation contained in Section 26 of Article 10 and there is no irreparable harm to Plaintiff."

¶5 Board filed a special appearance and objection to Plaintiff's motion for preliminary injunction. Board claimed Plaintiff had no standing to seek an injunction due to the trial court's lack of subject matter jurisdiction because "the issues presented are non-justiciable political questions brought by Plaintiff with no standing and seeking relief this Court has no power to grant." Board also argued that "Plaintiff's request for a preliminary injunction seeks court interference with a non-justiciable political question in violation of the separation of powers doctrine."

¶6 After a hearing, the trial court denied Plaintiff's motion for a temporary restraining order and dismissed Board "due to Plaintiff's lack of standing in the subject matter of this case." Citing 12 O.S. § 1031.1, Plaintiff prematurely filed a motion to reconsider the trial court's September 23, 2024 decision dismissing Board as stated in the court's minute. After the journal entry of judgment was filed on December 2, 2024, Plaintiff filed a "new motion for reconsideration" on
December 5 for the trial court to reconsider its ruling dismissing Board. All Defendants objected, and after briefing was completed, the trial court denied Plaintiff's motion to reconsider in an order dated April 17, 2025.

¶7 School District and Finance Authority filed a motion for summary judgment arguing no genuine issue of material fact exists entitling them to judgment as a matter of law. Defendants sought summary judgment from the trial court

> declaring that the debts of the Oklahoma County Finance Authority are not debts of Luther Public Schools for purposes of Article 10, Section 26 of the Oklahoma Constitution, and permanently estopping Plaintiff from further legal proceedings related to the issuance of bonds by Luther Public Schools or the Oklahoma County Finance Authority.

Plaintiff responded and Defendants replied.

¶8 In a journal entry of judgment filed April 17, 2025, the trial court granted Defendants' motion for summary judgment and as indicated above, denied Plaintiff's motion for reconsideration of its previous order dismissing Board for lack of standing.

¶9 Plaintiff appeals.

STANDARD OF REVIEW

¶10 "Summary judgment is appropriate only when there is no genuine controversy as to any material fact, and the moving party is entitled to judgment as a matter of law." *Johnson v. Snow*, 2022 OK 86, ¶ 8, 521 P.3d 1272. "Summary judgment is reviewed *de novo*." *Id*. "Appellate courts have plenary, independent and nondeferential authority to determine whether the trial court erred in its legal rulings." *Id.*

¶11 Plaintiff's motion to reconsider "may be treated as a 12 O.S. § 651 motion for new trial when the motion to reconsider is filed within a ten-day period after the filing of a judgment, decree or appealable order." *Andrew v. Depani-Sparkes*, 2017 OK 42, ¶ 15, 396 P.3d 210. We may treat a motion to reconsider "as a 12 O.S. § 1031 or § 1031.1 motion 'to modify or to vacate a final order or judg- ment . . . if filed after ten (10) days but within thirty (30) days of the filing of the judgment, decree, or appealable order.'" *Id*. (quoted citation and emphasis omitted). Although Plaintiff filed his motion to reconsider within 10 days of the filing of the order, he states in his brief he seeks reconsideration pursuant to 12 O.S. § 1031.1.

PROCEDURAL ISSUE

¶12 On December 12, 2025, School District filed a counter-petition in error appealing a trial court order filed November 14, 2025, denying Defendants' joint motion for a supersedeas bond. Defendants did not file a record on accelerated appeal with the appropriate motions leading up to the order pursuant to Supreme Court Rule 1.36(k), 12 O.S.2021, ch. 15, app. 1 ("the petition in error for a cross, counter, or co-appeal shall have the accompanying record as required for a petition in error by paragraph (d)(2) of this Rule"). Thus, the appellate record before us does not show whether Plaintiff sought a stay of enforcement of the trial court's order on this issue pending appeal.

¶13 Pursuant to 12 O.S. § 990.3, the filing of an appeal does not automatically stay enforcement of a judgment beyond the 10-day automatic stay. After the 10-day period expires, reliance must be placed on 12 O.S.2021 § 990.4(A) which provides: "Such stay may be obtained by filing with the court clerk a written undertaking and the posting of a supersedeas bond or other security as provided in this section." Without a request for a stay of enforcement of the judgment, no supersedeas bond is required. *See Jefferson Cnty. Excise Bd. v. Stanolind Pipe Line Co*., 1937 OK 584, ¶ 6, 72 P.2d 805("[T]he only purpose and effect of a supersedeas bond is to stay execution or other proceedings to enforce the judgment pending appeal. This being the sole purpose and effect of a supersedeas, it would follow that if no execution may issue no supersedeas bond is required."). Because the record reflects no stay, we affirm the trial court's order denying Defendants' joint motion for a supersedeas bond. [1]

ANALYSIS

I. Board of County Commissioners

¶14 Plaintiff first argues the trial court erred in denying his motion to reconsider the dismissal of Board based on his lack of standing. "This Court has treated standing as jurisdictional." *Osage Nation v. Board of Comm'rs of Osage Cnty.*, 2017 OK 34, ¶ 64, 394 P.3d 1224. "The burden is on the party invoking a court's jurisdiction to establish its standing to seek relief in the court." *Oklahoma Educ. Ass'n v. State ex rel. Oklahoma Legislature*, 2007 OK 30, ¶ 7, 158 P.3d 1058. The Oklahoma Supreme Court in *Fent v. Contingency Review Board*, 2007 OK 27, ¶ 7, 163 P.3d 512, delineated the three elements of standing:

> Standing refers to a person's legal right to seek relief in a judicial forum. The three threshold criteria of standing are (1) a legally protected interest which must have been injured in fact--*i.e.*, suffered an injury which is actual, concrete and not conjectural in nature, (2) a causal nexus between the injury and the complained-of conduct, and (3) a likelihood, as opposed to mere speculation, that the injury is capable of being redressed by a favorable court decision. The doctrine of standing ensures a party has a personal stake in the outcome of a case and the parties are truly adverse.

(Footnotes omitted.) "[A] plaintiff who has not suffered an injury attributable to the defendant lacks standing to bring a suit. And, thus, 'standing [must] be determined as of the commencement of suit, . . .'" *Bank of America, NA v. Kabba*, 2012 OK 23, ¶ 4, 276 P.3d 1006(quoting *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 570, n.5, 112 S. Ct. 2130, 119 L. Ed. 2d 351 (1992)).

¶15 The Oklahoma Supreme Court has recognized that "'a taxpayer possesses standing to seek equitable relief when alleging that violation of a statute will result in illegal expenditure of public funds.'" *Steven v. Fox*, 2016 OK 106, ¶ 15, 383 P.3d 269(quoting *Thomas v. Henry*, 2011 OK 53, ¶ 6, 260 P.3d 1251). "We recognize[] that a taxpayer who is adversely affected in common with other taxpayers by the conduct of a public body could use equity to correct a public wrong by that public body when the wrong involved the creation of illegal debts of, and the wrongful expenditure of moneys of, the taxpayers." *Tulsa Indus. Auth. v. City of Tulsa*, 2011 OK 57, ¶ 26, 270 P.3d 113.

¶16 Plaintiff does not establish the elements of standing necessary to bring suit against Board. Board argues that pursuant to 60 O.S. § 176(F), "any indebtedness of a county-beneficiary public trust must be approved by a two-thirds vote of the Board of County Commissioners." Section 176(F) provides:

> No trust in which a county or municipality is the beneficiary shall hereafter create an indebtedness or obligation until the indebtedness or obligation has been approved by a two-thirds (2/3) vote of the governing body of the beneficiary. In the event a trust has more than one beneficiary, as authorized by this section, the trust shall not incur an indebtedness or obligation until the indebtedness or obligation has been approved by a two-thirds (2/3) vote of the governing body of two-thirds (2/3) of the beneficiaries of the trust. Provided, however, a municipality with a governing body consisting of fewer than seven (7) members shall be required to approve the creation of an indebtedness or obligation under this subsection by a three-fifths (3/5) vote of the governing body.

60 O.S. Supp. 2022 § 176(F). [2] Thus, as Board states, Finance Authority "must obtain approval of the Board of County Commissioners prior to issuance of any lease revenue bonds." But we note the "act of approving the future issuance of the bonds . . . is neither an expenditure of public funds nor the creation of debt." The Supreme Court clarified:

> "Bonds are issued, not when they are authorized or executed, but when they are delivered, that is, when the possession and control thereof pass from the municipality to the donee or purchaser or some person in whose hands they become a claim or charge against the municipality; even though executed, the bonds do not become operative and obligatory unless and until they are delivered."

McMasters v. Town of Byars, 1950 OK 260, ¶ 14, 223 P.2d 545(quoted citation omitted).

¶17 Further, the obligations of a public trust are separate from those of its beneficiary because they are separate entities. As set forth in (D):

> the affairs of the public trust shall be separate and independent from the affairs of the beneficiary in all matters or activities authorized by the written instrument creating such public trust including, but not limited to, the public trust's budget, expenditures, revenues and general operation and management of its facilities or functions . . . .

As stated by Board's counsel during the temporary injunction hearing, Finance Authority is a "completely separate political subdivision of the State" from Board. Also, "Finance Authority is a public trust of which the county is a beneficiary. And for that reason, [the] statute requires [Board] to either approve or deny any request of the [A]uthority to incur debt, prior to incurring that debt." Counsel further argued that "[e]ven if [A]uthority incurs debt, that debt does not belong to the County, nor are expenditures of the [A]uthority attributable to the County. That is also true of Luther Public Schools." As Board points out, "[T]he only interactions between [Board] and [Finance Authority] are when the [Finance Authority] seeks to finance a project to support its authorized trust purposes, and the [Finance Authority] appears before [Board] to obtain the required [Board] approval for indebtedness pursuant to 60 O.S. § 176(F)." Board is "granted the discretion to approve or deny any proposed issuance of bonds by virtue of their position as beneficiary of the public trust."

¶18 Plaintiff cannot justify his standing to bring the present lawsuit against Board because no action of the Board involves fund expenditures or debt creation. Plaintiff identifies no injury to him as a taxpayer, and his claimed injury is speculative and not traceable to Board. His failure to establish both injury and a nexus to Board's conduct on his unconstitutional indebtedness claim renders him without standing to seek relief against Board. Because Plaintiff failed to establish the injury and redressability elements of standing, the trial court correctly dismissed Board for lack of subject matter jurisdiction.

II. Finance Authority and School District

¶19 We next consider Plaintiff's principal contention that the trial court erred in granting Defendants' motion for summary judgment as a matter of law. Before we consider this issue, however, we must first address whether disputed material facts exist.

¶20 "When, on summary judgment, the defendant contends that the facts and circumstances are undisputed and submits evidentiary material supporting the contention, the plaintiff must respond with some evidentiary material that would demonstrate a need for a trial on the issue." *Lowery v. Echostar Satellite Corp*., 2007 OK 38, ¶ 16, 160 P.3d 959. "In attempting to show the existence of a question that must be tried, the party may not rely on bald contentions that facts exist to defeat the motion." *Oklahoma Dep't of Sec. ex rel. Faught v. Wilcox*, 2011 OK 82, ¶ 19, 267 P.3d 106. "A party opposing a motion for summary judgment must show 'the reasonable probability, *something beyond a mere contention,* that the opposing party will be able to produce competent, admissible evidence at the time of trial which might reasonably persuade the trier of fact in his favor on the issue in dispute.'" *Keeler v. GMAC Glob. Relocation Servs*., 2009 OK CIV APP 88, ¶ 11, 223 P.3d 1024(quoting *Davis v. Leitner*, 1989 OK 146, ¶ 15, 782 P.2d 924). Pursuant to Rule 13(b):

> All material facts set forth in the statement of the movant which are supported by acceptable evidentiary material shall be deemed admitted for the purpose of summary judgment or summary disposition unless specifically controverted by the statement of the adverse party which is supported by acceptable evidentiary material.

Okla. Dist. Ct. Rule 13(b), 12 O.S.2021, ch. 2, app. Plaintiff claims genuine issues of material fact exist precluding summary judgment in Defendants' favor. However, Plaintiff has failed to properly controvert any of Defendants' "statements of undisputed material facts" as required by Rule 13. To the extent Defendants cited evidentiary material in support of their undisputed material facts to which Plaintiff failed to specifically respond in accordance with Rule 13, those facts will be deemed admitted. However, any undisputed material facts listed in Defendants' summary judgment motion unsupported by evidentiary material will not be considered.

¶21 Plaintiff's request for more discovery in its response to Defendants' motion for summary judgment will also not be considered for failure to follow Rule 13(d) which states:

> Should it appear from an affidavit of a party opposing the motion that for reasons stated the party cannot present evidentiary material sufficient to support the opposition, the court may deny the motion for summary judgment or summary disposition without prejudice or may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such other order as is just. A motion filed pursuant to this paragraph shall not be deemed a consent to the exercise by the court of jurisdiction over the party, or a waiver of the right to file a motion to dismiss the action.

Okla. Dist. Ct. Rule 13(d), 12 O.S.2021, ch. 2, app. In *Graham v. Crow*, 2023 OK CIV APP 49, ¶ 22, 541 P.3d 218, the Court instructed:

> As required by Rule 13(d) of the Rules for District Courts of Oklahoma . . . the party opposing summary judgment must provide an affidavit stating the reasons 'the party cannot present evidentiary material sufficient to support the opposition.' Upon receipt of the affidavit, the trial court may deny the motion for summary judgment without prejudice or it may order a continuance to permit the non-movant to complete discovery, including obtaining affidavits or taking depositions.

Plaintiff failed to provide the necessary affidavit pursuant to Rule 13(d). In its absence, we will not find the trial court erred in refusing further discovery. We must next address whether summary judgment was proper as a matter of law.

¶22 Plaintiff claims the trial court erred in granting summary judgment to Defendants when it concluded that Finance Authority debts are not School District debts for purposes of the debt limits in Article 10, § 26 of the Oklahoma Constitution. Section 26(a) states in relevant part:

> Except as herein otherwise provided, no county, city, town, township, school district, or other political corporation, or subdivision of the state, shall be allowed to become indebted, in any manner, or for any purpose, to an amount exceeding, in any year, the income and revenue provided for such year without the assent of three-fifths of the voters thereof, voting at an election, to be held for that purpose, nor, in cases requiring such assent, shall any indebtedness be allowed to be incurred to an amount, including existing indebtedness, in the aggregate exceeding five percent (5%) of the valuation of the taxable property therein, to be ascertained from the last assessment for state and county purposes previous to the incurring of such indebtedness: Provided, that if a school district has an absolute need therefor, such district may, with the assent of three-fifths of the voters thereof voting at an election to be held for that purpose, incur indebtedness to an amount, including existing indebtedness, in the aggregate exceeding five percent (5%) but not exceeding ten percent (10%) of the valuation of the taxable property therein, to be ascertained from the last assessment for state and county purposes previous to the incurring of such indebtedness, for the purpose of acquiring or improving school sites, constructing, repairing, remodeling or equipping buildings, or acquiring school furniture, fixtures or equipment; and such assent to such indebtedness shall be deemed to be a sufficient showing of such absolute need, unless otherwise provided by law.

Oklahoma Const. Art. 10, § 26(a). Plaintiff argues that pursuant to Article 10,
§ 26, School District must include Finance Authority debts in calculating its debt limit.

¶23 In response, Defendants assert that well-established Oklahoma law holds that "bonds issued by a public trust such as [Finance Authority] are deemed to be debts of the trust **alone**, and not of any other public entity which may utilize or benefit from the utilization of bond proceeds." We recognize:

> Previous decisions of this Court have held that the indebtedness by the issuance of revenue bonds under a public trust is the indebtedness of the trust, not the City and that a public trust does not violate Art. 10 § 26. *See, Grimes v. City of Oklahoma City*, 2002 OK 47¶¶ 19, 20, 49 P.3d 719, 726--727; *Arthur v. City of Stillwater*, 1980 OK 64, 611 P.2d 637, 641. *See also, Morris v. City of Oklahoma City*, 1956 OK 202¶ 23, 299 P.2d 131, 136--137.

In re Application of Oklahoma Dev. Fin. Auth., 2004 OK 51, ¶ 24, 94 P.3d 87(concluding that "[t]he obligation to repay the bonds lies solely on the Ardmore Development Finance Authority, a public trust; not on the City of Ardmore"). The same is true in this case.

¶24 Oklahoma law permits school districts to use bond proceeds to make lease-purchase payments. "A school district may use proceeds derived from the sale of bonds as authorized by Section 26 of Article X of the Oklahoma Constitution to make lease-purchase payments, including interest, under a lease-purchase agreement." 70 O.S.2021 § 5-117(B).

¶25 It is undisputed that Finance Authority "is a public trust and instrumentality of the State of Oklahoma and has as its beneficiary Oklahoma County." Both Plaintiff's petition and Defendants' summary judgment motion state that Finance Authority's bond proceeds used by School District for "the construction and placement of improvements" on school property are secured by a sublease agreement subject to annual renewal.

¶26 In *Board of County Commissioners v. Warram*, 1955 OK 198, ¶¶ 44-45, 285 P.2d 1034, the Supreme Court held: "It is clearly provided in our trust laws, the Declaration of Trust and Bond Indenture, that no debt created by the trustees shall ever become an obligation of the beneficiary, Oklahoma County. Such debts are clearly not of the character of obligations as are prohibited by the Constitution"--*i.e*., Article 10, § 26.

¶27 In *Halstead v. McHendry*, 1977 OK 131, ¶ 3, 566 P.2d 134, a taxpayer and resident "challenge[d] the legality of the lease agreement and the proposed issuance of the revenue bonds on the grounds that the manner in which respondents propose to finance the construction of the County Health Building and incur and pay the bonded indebtedness, violates Art. X, [§] 26, of the Oklahoma Constitution." The lease agreement was "for a primary term of one year or less" and had "an option in favor of [c]ounty to renew the lease from year to year." *Id*. ¶ 10. The Court concluded that "the proposed bonds cannot become an indebtedness of the State of Oklahoma nor Garfield County." *Id*. ¶ 13. The Court also found, "The lease contract does not obligate future [c]ounty [c]ommissioners to continue the contract nor does the contract obligate the revenue of any succeeding years." *Id*. ¶ 14. The Supreme Court determined there were "no grounds for concluding the lease agreement [ran] contrary to the dictates of Art. X, § 26, of the Oklahoma Constitution." *Id*. ¶ 22.

¶28 In *In re Application of the Oklahoma Capitol Improvement Finance Authority*, 1998 OK 25, ¶ 13, 958 P.2d 759, the Supreme Court cited previous cases characterizing "bonds for state office buildings as self-liquidating because the Legislature appropriated to the tenant state agencies monies sufficient to pay the rent which would amortize the bonds."

¶29 In their joint Objection to Plaintiff's Motion for Temporary Injunctive Relief, School District and Finance Authority explained why there is no "debt" under the circumstances presented here:

> [T]he Authority's bonds, the proceeds of which will benefit [School District], are secured by a Sublease Agreement which is subject to annual renewal. Thus, these bonds are "self-liquidating" meaning that there is a specifically earmarked revenue stream for their payment.
>
> . . .
>
> If the Defendant's Board of Education decides not to renew the Sublease from one fiscal year to the next, there will be no revenue stream for payment of the Authority's bonds. Because there is no unequivocal promise by the District to make payments on the Authority's bonds, the bonds are not considered "debts" of the District. They are self-liquidating obligations of the Authority, payable by the Authority only out of the lease-purchase payments received by the Authority from the District on an annual basis.

¶30 During the hearing on Defendants' motion for summary judgment, counsel for School District further explained the self-liquidating nature of the bonds in question:

So, first off, self-liquidating in this sense doesn't mean you've got guaranteed money to pay it off over the life. It means we have identified a single revenue source that's going to pay this debt on an annual basis. In this case, that identified revenue source is the sublease payments. So they are self-liquidating as to that is their specified source of repayment.

Annual appropriation just means that they have got to vote every single year on whether or not we are going to renew this lease and make this payment. If they decide not to renew it, that's the end of it. The sublease goes away and there [are] no further obligations to make any payment on this debt.

¶31 The undisputed record places the present financing mechanism squarely within those arrangements eminently and repeatedly upheld as constitutional pursuant to Article 10, § 26. We agree with the trial court that Finance Authority's debts are not School District debts for purposes of Oklahoma Constitution, Article 10, § 26. The trial court's order on this question is affirmed.

CONCLUSION

¶32 After review, the decisions of the trial court are affirmed.

¶33 **AFFIRMED.**

FISCHER, J., and BLACKWELL, J. (sitting by designation), concur.

March 10, 2026

FOOTNOTES

JANE P. WISEMAN, PRESIDING JUDGE:

[1] School District's motion to dismiss its counter-appeal filed on March 3, 2026, is denied. School District's March 3, 2026, "motion to assign appeal to the fast track docket and/or to order expedited review" is moot with the issuance of this Opinion.

[2] This is the version of the statute in effect when Plaintiff filed his petition.

Citationizer© Summary of Documents Citing This Document

Cite	Name	Level
None Found.		

Citationizer: Table of Authority

Cite	Name	Level
Oklahoma Court of Civil Appeals Cases		
Cite	Name	Level
2009 OK CIV APP 88, 223 P.3d 1024,	KEELER v. GMAC GLOBAL RELOCATION SERVICES	Discussed
2023 OK CIV APP 49, 541 P.3d 218,	GRAHAM v. CROW	Discussed
Oklahoma Supreme Court Cases		
Cite	Name	Level
1989 OK 146, 782 P.2d 924, 60 OBJ 2833,	Davis v. Leitner	Discussed
1937 OK 584, 72 P.2d 805, 181 Okla. 102,	JEFFERSON COUNTY EXCISE BD. v. STANOLIND PIPE LINE CO.	Discussed
1955 OK 198, 285 P.2d 1034,	BOARD OF COUNTY COMMISSIONERS v. WARRAM	Discussed
1956 OK 202, 299 P.2d 131,	MORRIS v. CITY OF OKLAHOMA CITY	Discussed
2002 OK 47, 49 P.3d 719,	GRIMES v. OKLAHOMA CITY	Discussed

Cite	Name	Level
2004 OK 51, 94 P.3d 87,	IN THE MATTER OF THE APPLICATION OF THE OKLA. DEVELOPMENT FINANCE AUTHORITY	Discussed
2007 OK 27, 163 P.3d 512,	FENT v. CONTINGENCY REVIEW BOARD	Discussed
2007 OK 30, 158 P.3d 1058,	OKLAHOMA EDUCATION ASSOCIATION v. STATE ex rel. OKLAHOMA LEGISLATURE	Discussed
2007 OK 38, 160 P.3d 959,	LOWERY v. ECHOSTAR SATELLITE CORP.	Discussed
2011 OK 53, 260 P.3d 1251,	THOMAS v. HENRY	Discussed
2011 OK 57, 270 P.3d 113,	TULSA INDUSTRIAL AUTHORITY v. CITY OF TULSA	Discussed
2011 OK 82, 267 P.3d 106,	DEPT. OF SECURITIES ex rel. FAUGHT v. WILCOX	Discussed
2012 OK 23, 276 P.3d 1006,	BANK OF AMERICA, NA v. KABBA	Discussed
1977 OK 131, 566 P.2d 134,	HALSTEAD v. McHENDRY	Discussed
1980 OK 64, 611 P.2d 637,	Arthur v. City of Stillwater	Discussed
2016 OK 106, 383 P.3d 269,	STEVENS v. FOX	Discussed
2017 OK 34, 394 P.3d 1224,	OSAGE NATION v. BD. OF COMMISSIONERS OF OSAGE COUNTY and OSAGE NATION v. OSAGE COUNTY BD. OF ADJUSTMENT	Discussed
2017 OK 42, 396 P.3d 210,	ANDREW v. DEPANI-SPARKES	Discussed
2022 OK 86, 521 P.3d 1272,	JOHNSON v. SNOW	Discussed
1950 OK 260, 223 P.2d 545, 203 Okla. 498,	McMASTERS v. TOWN OF BYARS	Discussed
1998 OK 25, 958 P.2d 759, 69 OBJ 1183,	In Re: OKLAHOMA CAPITOL IMPROVEMENT	Discussed

Title 12. Civil Procedure

Cite	Name	Level
12 O.S. 990.4,	Stay of Enforcement of Judgment, Decree, or Final Order	Cited
12 O.S. 651,	New Trial - Definition - Causes for	Cited
12 O.S. 990.3,	Judgment of Money - Relief Other Than the Payment of Money - Applicability of Provisions - Ten Day Stay	Cited
12 O.S. 1031,	District Court, Power to Vacate or Modify its Judgments	Cited
12 O.S. 1031.1,	Authorization to Correct, Open, Modify or Vacate Judgments - Time - Notice - Costs	Discussed

Title 60. Property

Cite	Name	Level
60 O.S. 176,	Trusts for Benefit of State, County or Municipality - Approval - Expenditures - Bylaws - Amendments - Indebtedness - Bonds - Contracts	Discussed at Length

Title 70. Schools

Cite	Name	Level
70 O.S. 5-117,	Powers and Duties - Rules and Regulations	Cited