CITY COUNCIL MEETING AGENDA
AUGUST 7, 2023

AMENDED AGENDA
723 S Lewis Street
Room 1122B
Stillwater, OK 74074
5:30 PM

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

1. Call Meeting to Order
2. Pledge of Allegiance
3. Proclamations and Presentations
   a. Small Business Administration 70th Anniversary
4. Consent Docket

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

   a. Approve special meeting minutes of July 24, 2023 and executive session minutes of July 26, 2023.

b.	Approve budget amendment appropriating $3,116 from Stormwater Fund to cover the 3% across-the-board increase for general employees	2023-145	Christy Cluck
c.	Approve budget amendment reflecting carry forward of balance of $22,395 from FY23 to FY24 for City match for the FY20-21 Assistance to Firefighter Grant	2023-147	Christy Cluck
d.	Approve development agreement with Habitat for Humanity for construction of waterline associated with the Fern Cottages planned unit development at 505 E 18th Avenue; authorize the Interim City Manager/General Manager to execute the agreement; authorize expenditures for an amount	2023-149	Candy Staring

not to exceed $50,000; and approve budget amendment appropriating $50,000 from the Water Fund

e.	Approve budget amendment appropriating funds from TIF#3 ad valorem tax revenue for a professional services contract with Center for Economic Development Law to support the implementation and administration of TIF#3 activities in accordance with the project plan	2023-198	Christy Cluck
f.	Approve budget revision moving funds in the amount of $28,193 from project 18TR01 to project 24TR01 to fund additional full depth repair of pavement at 3rd Avenue and Hester Street	2023-201	Candy Staring

5. Public Comment on Items not Schedules 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 prior to meetings.

6. Items Removed from the Consent Docket

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

7. 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.	Our Daily Bread update	2023-150	Rachael Condley
b.	Lake McMurtry Friends annual report	2023-151	Jill Von Egmond
c.	Consider approval for Stillwater Police Department to purchase 20 sets of AARDVARK Project 7 Scalable Plate Rack Armor for SWAT through GSA contract # GS-07F-141DA for an amount not to exceed $90,000	2023-153	Jeff Watts
d.	Consideration, discussion, and possible reasonable action related to the JCI Performance Contract and related project financing	2023-158	Kimberly Carnley, Brady Moore

8. 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 CC-2023-25: A RESOLUTION AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING AND COLLECTIONS OF THE TERMS AND CONDITIONS OF SERVICE FOR MUNICIPAL UTILITIES TO ADOPT CHAPTER 6, ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT AND APPROVING THE AMENDED FEES AND CHARGES FOR UTILITY SERVICES SCHEDULE TO ADOPT NEW FEES AND CHARGES FOR AMI OPT-OUT — Dana Mattox

9. Ordinances

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

First Read

a. Ordinance No. 3525: AN ORDINANCE REZONING APPROXIMATELY 53 ACRES OF PROPERTY LOCATED EAST OF 12TH AND BLAKELY AND NORTH OF STILLWATER CREEK, INCLUDING PROPERTY MORE COMMONLY DESCRIBED AS 1200 S. ADAMS STREET AND 1201 S. ADAMS STREET, FROM OFFICE (O) AND AGRICULTURE (A) TO PUBLIC (P)

Second Read

10. Appointments

a. Bicycle & Pedestrian Ad Hoc Committee

11. Reports from Officers and Boards

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

a. Miscellaneous items from the City Attorney

- Request for an Executive Session pursuant to 25 0.S. §307 (B) (1) of the Oklahoma Open Meeting Act for the purpose of discussing specific individuals for the position of City Manager.

b. Miscellaneous items from the City Manager

c. Miscellaneous items from the City Council

12. Questions and Inquires

13. Executive Session

a.

1. Consideration, discussion, and possible action to enter into executive session for

the purpose of discussing specific individuals for the position of City Manager, as allowed by 25 O.S. § 307 (B)(1).

14. Return from Executive Session

    a. Consideration, discussion, and possible reasonable action with regard to the employment, hiring, appointment of the City Manager

15. Adjourn

On 08.04.2023 at 12:15 p.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S Lewis Street, Stillwater, OK.

The City of Stillwater encourages participation from all citizens. If participation at any public meeting is not possible due to a disability, please notify the City Manager's office at least 48 hours prior to the meeting by calling 405.742.8209.

- Meetings are televised on AT&T U-verse channel 99 and Suddenlink channel 14.
- Find meeting agendas and minutes online at Agendas and Minutes
- Official minutes are archived in the City Clerk's office.
- Go to eNotifications for email notices when an agenda is posted. Select each elected or appointed board or committee for which you would like to receive notices.

Strategic Priorities At A Glance

#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.

#2 MOTIVATED MANAGEMENT

To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community.

#3 SAFE COMMUNITY

To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.

#4 CONNECTED SPACES

To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.

#5 UNIQUE CULTURE

To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.

#6 ENGAGED & INVESTED RESIDENTS

To encourage participation and an understanding of government through outreach and inclusive initiatives that inspire trust and pride in local government.

Proclamation

Stillwater OKLAHOMA

stillwaterok.gov

Together, Investing in Municipal Excellence

***WHEREAS**, on this day seventy years ago, President Dwight D. Eisenhower signed into law an act of Congress establishing the Small Business Administration with the purpose of promoting and supporting the growth and success of small businesses across the United States of America; and,*

***WHEREAS**, since its founding, the SBA has stood as a pillar of support for America's entrepreneurs by fostering the growth and vitality of small businesses, which are the backbone of our economy, and today we recognize the invaluable contributions and dedication to empowering entrepreneurs, fostering economic opportunity and innovation, and building a vibrant, inclusive and resilient economy for all Americans; and,*

***WHEREAS**, the SBA has been instrumental in providing unparalleled access to capital for entrepreneurs who face obstacles in securing traditional financing, and through the SBA's loan guarantee programs, small businesses have thrived, creating millions of jobs, economic growth; and with its firm commitment to promoting diversity and equity, the SBA launched the 8(a) Business Development Program, which provides support, mentorship and access to government contracts for socially and economically disadvantaged small business owners; and,*

***WHEREAS**, recognizing the extraordinary contributions that American women make to our economy, the SBA established the Office of Women's Business Ownership, empowering women entrepreneurs and women-owned small businesses to thrive; and with specialized resources, counseling, and access to federal contracting opportunities, the SBA continues to promote gender equity in business ownership and has helped women shatter glass ceilings and build strong, successful businesses that propel us toward great economic prosperity.*

***NOW, THEREFORE**, I, William H. Joyce, Mayor of Stillwater, Oklahoma, do hereby proclaim August 7, 2023, as a day to celebrate the 70th anniversary of the U.S. Small Business Administration and I urge all Stillwater residents, businesses and community organizations to join me in honoring the SBA's remarkable legacy and the efforts of local organizations such as Stillwater Chamber of Commerce and Visit Stillwater by continuing to support and uplift small businesses.*

WILLIAM H. JOYCE, MAYOR

ATTEST:

TERESA KADAVY, CITY CLERK

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JULY 19, 2023 AT 2:50 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
SPECIAL MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JULY 24, 2023

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. INTRODUCTION OF NEW STILLWATER REGIONAL AIRPORT DIRECTOR KELLIE REED

Deputy City Manager Melissa Reames introduced the new Stillwater Regional Airport Director Kellie Reed. Ms. Reed gave a brief history of herself and said she was excited to be here. Ms. Reames thanked Gary Johnson for his time and service as Interim Airport Director.

4. CONSENT DOCKET

a. Approve regular meeting minutes of July 10, 2023
b. Approve budget amendment appropriating $239,400 for the Armory Recreation Center roof replacement (Project bid award approved July 10, 2023)
c. Approve budget amendment appropriating $12,303 for FY2023 Merry Main Street special event
d. Approve renewal of Fuel Dispensing Permit at Stillwater Regional Airport for Stillwater Flight Center, Inc.
e. Stillwater History Museum at the Sheerar quarterly report
f. Approve bid award to Hodges Farms and Dredging, LLC for a unit price contract amount of $1,079,639 for the Water Treatment Plant Lagoon Dredging Project Base Bid plus Alternate No. 1; approve budget amendment appropriating construction expenditures of $1,187,600; and authorize Interim City Manager to sign documents – this project involves the use of ARPA funds and requires City Council approval
g. Approve budget amendment transferring $12,000 from General Fund to Stillwater Economic Development Authority to fund payment of interest on Tax Increment Financing District #5 loan
h. Approve Block 34 Supplemental Donation Agreement

MOTION BY COUNCILOR CLARK, 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. PUBLIC HEARINGS

a. Receive public comment regarding a request from Gose & Associates on behalf of Stillwater Medical Center Authority for consideration, discussion, and possible action, including recommending approval or denial to rezone approximately 53 acres of property located East of 12th and Blakely and North of Stillwater Creek, including property more commonly described as 1201 S. Adams Street and 1200 S. Adams Street, from Office (O) and Agriculture (A) to Public (P)

City Planner Jacquelyn Porter reported that the applicant requests review and approval of a map amendment to rezone the property addressed as 1200 & 1201 S. Adams Street from Office (O) to Agriculture (A). The subject property is located on the southwest side of Stillwater on the south side of West 12th Avenue. This is the location of several Stillwater Medical Center medical/clinic offices. The southern portion of the property is vacant land with a portion located in the floodplain. Ms. Porter stated that The Stillwater Medical Center Authority would like to rezone the property to reflect the same Public zoning district as the Stillwater Medical Center Authority's facilities on West 6th Avenue and allow the opportunity for future use of public ballfield(s) on a portion of the land.

Mayor Joyce opened the public hearing.

Stephen Gose, Gose and Associates, spoke on behalf of the applicant.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval with a 4-0 vote.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTY LOCATED AT 1200 & 1201 SOUTH ADAMS STREET.

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

8. GENERAL ORDERS

a. Henderson Golf annual report

Michael Henderson, Henderson Golf Management, presented the annual report for Lakeside Golf Course. He reported on the programs offered, program attendance and camps and clinics for all ages and genders. Mr. Henderson presented the past and future investments and improvement made at the golf course. He discussed the budgeted expenses and the revenue. Mr. Henderson answered Council's questions.

No action was taken on this item.

b. Update on the Block 34 construction project

Interim City Manager Brady Moore stated that this is a very exciting announcement as the City is talking about the final funding donations, the final design and the construction timeline for Block 34. He reported that the City could not move forward with the construction on this project without the generous gifts from Kicker, the Irby family and Simmons Bank. Mr. Moore invited Mr. Steve Irby to the podium to share his thoughts on the project and so Council can express their gratitude for his generous donations.

Mr. Irby stated this is an exciting project that they have been working on for quite some time. He stated that he has been working with Jim Beckstrom and they came up with an idea so they hired an architect that they trust and respect to design the project. Mr. Irby said he was really happy to announce that the project is fully funded. He thanked the City for the street improvements done around Block 34 as that will help make the project pristine and he thanked the entire City staff for being cooperative to work with on this project. Mr. Irby thanked Simmons Bank for their contribution. He stated he thinks this project will be a catalyst for economic development in the City and in the downtown area as well as a great improvement to the quality of life in Stillwater. Mr. Irby introduced Jim Beckstrom, Chairman of the Block 34 Development and Architectural Committee.

Mr. Beckstrom stated it was an honor to be here today and he thanked Mr. Irby, Simmons Bank and the City for making this project possible. He gave a brief history on the concept development of this project, committee and town hall meetings and fundraising. Mr. Beckstrom presented an overview of the Block 34 design and timeline and answered Council's questions.

No action was taken on this item.

c. Consider approval of State of OK Department of Transportation Project Maintenance, Financing, and Right-of-Way Agreement for the Rails to Trails Project

Interim City Manager Brady Moore reported that on November 14, 2022, City Council authorized staff to develop and submit a grant application for the Oklahoma Department of Transportation, Transportation Alternatives grant in the amount of $1.2 million. April 3, 2023, Commissioners awarded 62 projects totaling more than $52 million in municipal transportation alternatives such as pedestrian and bicycle facilities, recreational trails, downtown revitalization and others, as part of the Transportation Alternative Program. The City of Stillwater Rails-to-Trails Boomer Lake to McElroy Trail Project was approved by the Commissioners for the full $1.2 million.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO APPROVE THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT FOR PROJECT NO. J3-7997(004)CI (STILLWATER RAILS-TO-TRAILS PROJECT).

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

d. Consideration, discussion, and possible action regarding the performance-based efficiency contract with JCI and project financing, including possible action to terminate Performance Contract and authorize payment to JCI for the Performance Development Agreement

City Attorney Kimberly Carnley reported that 10 minutes prior to the start of this meeting she received a response letter from the Attorney General's office regarding the questions about financing with Bank of America. She stated that she has not had time to fully review the document and asked that Council table this item to the August 7, 2023 Council meeting.

9. ORDINANCES

a. Second Reading

Ordinance No. 3524: An ordinance rezoning a tract of land located at 1017 and 1109 West 9th Avenue, 1022,1024, 1104, 1110, 1122, and 1124 West 10th Avenue and 920 thru 924 South Jefferson Street from Small Lot Single Family Residential District (RSS) to Two-Family Residential District (RT)

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADOPT ORDINANCE NO. 3524 AS PRESENTED.

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

10. APPOINTMENTS

a. Building Trades Board

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HARDIN TO REAPPOINT KYLE KELTY TO THE BUILDING TRADES BOARD.

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

b. Planning Commission

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HAWKINS TO REAPPOINT RILEY WILLIAMS AND JANA PHILLIPS AND TO APPOINT ANDREW VAN LEUVEN TO PLANNING COMMISSION.

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

c. Board of Drainage Appeals

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO REAPPOINT MATTHEW MITCHELL AND DANIEL STORM TO BOARD OF DRAINAGE APPEALS TO A TERM ENDING IN 2025 AND REAPPOINT DR. DALE DANIEL TO BOARD OF DRAINAGE APPEALS TO A TERM ENDING IN 2026.

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

11. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.
b. Miscellaneous items from the City Manager:
    - Interim City Manager Brady Moore reported that the weather changes affect our aging water utilities infrastructure. The heat, cold, rain, etc. all play a role in the soil around the water mains and pipes. Beginning Sunday evening and through the early hours this morning, our Water Utilities crew were able to repair a 24" water main near the Cimarron Turnpike on N. Seadog St. He thanked Director James Driskel and the entire Water Utilities team for their avid commitment to ensuring our customers have water, even if that means working around the clock, throughout the night and day in extreme weather conditions. Water was fully restored to the customers by 5 a.m. this morning.

- Interim City Manager Brady Moore stated that the City is excited to share with our community that the new City of Stillwater website will launch tomorrow, Tuesday, July 25. The website address is: stillwaterok.gov and our previous website at Stillwater.org will redirect users to the new, improved site. He stated that the City is happy with the new vendor that was chosen and all the neat features that are available. Aside from the main navigation, information may be found by using the chatbot located in the bottom right corner or the search engine.

c. Miscellaneous items from the City Council:
   - Councilor Hardin announced that the Stillwater Police Department will host National Night Out on Tuesday, August 1, from 6 to 9 p.m. at Southern Woods Park. This is an annual community-building opportunity for Stillwater families, friends, emergency responders and other organizations to strengthen crime prevention awareness. There will be games, food and fun. So please save the date and we hope to see everyone at the event.
   - Councilor Clark asked residents to mark their calendars for Oklahoma Tax-Free Holiday Weekend from Aug. 4-6. During this time, sales of eligible items are exempt from sales tax. Retailers are required to participate in this three-day tax holiday and may not collect sales and use tax on qualified footwear and clothing items priced less than $100 dollars. We ask our community members to please shop local and take advantage of this savings weekend here in Stillwater. For more information about the holiday and to find a list of exempt items, go to: tax.ok.gov.
   - Councilor Hawkins announced that the City is accepting applications for citizen representatives to serve on various committees including Board of Adjustment, Planning Commission, Building Trades Board, and Board of Drainage Appeals. These committees are essential for increased development and infrastructure projects within our community. The position on the Building Trades Board needs to be filled by someone active in the electrical trade. The position on the Board of Drainage Appeals needs to be filled by someone with knowledge of hydrology, engineering, storm water management or related field and have no economic interest in the development or construction industries. If anyone would like to get involved in your local government and help make Stillwater even greater, please consider serving on one or more of these committees. For more information and to apply online, go to stillwater.org/citizenboards.
   - Vice Mayor Dzialowski reminded residents to participate in the Stillwater Chamber of Commerce “Purchase on Perkins” Road campaign where patrons can potentially win $1,000 in cash prizes while they are shopping local. While Perkins Rd./US 177 roadway construction project is a necessity, this shop local campaign helps show much needed support to the businesses located along this roadway. To enter, just visit a store on Perkins Road and make a purchase. Next, scan the QR code on the receipt and fill out a survey to enter the contest. For more information, visit the Chamber’s Facebook page and their website at Stillwaterchamber.org
   - Mayor Joyce gave updates on some of the larger transportation projects:
     Husband Street Bridge: This is set to be complete in mid- to late- August. We are currently on schedule.
     3rd Street Bridge: Set to be complete by first of November.
     12th Street – the closure from Duncan to Duck: Recent weather challenged our original completion date. The new completion date for the roadway to be reopened is August. 26. Just a reminder, this construction project was for installation of the drainage culvert to help reduce flooding.
     N. Perkins Rd/US 177 (ODOT project): We remain on schedule for all four lanes to be completed and opened by the end of August. ODOT has ensured

ADA accessible bus stops will be included. The 10’ wide sidewalks may not be completed before the roadway is complete but they will follow shortly after. The City greatly appreciates our business owners on Perkins Road who have weathered the roadway construction project and also many thanks to our patrons who have continued to support the businesses. Also, the City appreciates our community members who have been patient and kind during the construction projects throughout our city.

i. Discussion about scheduling items for future meetings.

12. QUESTIONS & INQUIRIES

None.

13. ADJOURN

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR HARDIN TO ADJOURN THE JULY 24, 2023 SPECIAL 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 July 24, 2023 special meeting of the Stillwater City Council adjourned at 6:39 p.m.

WILLIAM H. JOYCE, MAYOR	**TERESA KADAVY**
STILLWATER CITY COUNCIL	**CITY CLERK**

DRAFT

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JULY 24, 2023 AT 3:15 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
SPECIAL MEETING
MERIDIAN TECHNOLOGY CENTER
CENTER FOR BUSINESS DEVELOPMENT
1414 S. SANGRE RD.
CONFERENCE ROOM 100C
STILLWATER, OK 74074
JULY 26, 2023

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 8:05 a.m.

2. REQUEST FOR AN EXECUTIVE SESSION PURSUANT TO 25 0.S. §307 (B) (1) OF THE OKLAHOMA OPEN MEETING ACT FOR THE PURPOSE OF INTERVIEWING AND DISCUSSING SPECIFIC INDIVIDUALS FOR THE POSITION OF CITY MANAGER.

3. EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ENTER INTO EXECUTIVE SESSION AT 8:05 a.m.

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 COUNCILOR HARDIN TO RECESS EXECUTIVE SESSION FOR LUNCH AT 12:00 P.M. UNTIL 12:50 P.M.

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 COUNCILOR HAWKINS TO RECONVENE EXECUTIVE SESSION AT 12:57 P.M.

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

4. RETURN FROM EXECUTIVE SESSION

MOTION BY VICE MAYOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO RETURN FROM EXECUTIVE SESSION AT 6:36 P.M.

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

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO DIRECT STAFF TO PROCEED AS DIRECTED.

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

5. ADJOURN

MOTION BY COUNCILOR HARDIN, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE JULY 26, 2023 SPECIAL 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 July 26, 2023 special meeting of the Stillwater City Council adjourned at 6:38 p.m.

WILLIAM H. JOYCE, MAYOR **STILLWATER CITY COUNCIL**	**TERESA KADAVY** **CITY CLERK**

DRAFT

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

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

Office: 405.372.0025
Web: stillwater.org

CC 4b.

Date: 07/21/2023

Department: Finance **Requested by:** Christy Cluck

Explanation:

Expenditures:
Increase budget appropriations to cover 3% across-the-board pay increase for general employees funded from the Stormwater Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Full Time	2104011 - 51001		$ 91,451	$ 2,743	$ 94,194
	Social Security	2104011 - 51021		$ 7,003	$ 209	$ 7,212
	Retirement	2104011 - 51022		$ 5,493	$ 164	$ 5,657
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 3,116

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-21-2023

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--

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/26/2023

Department: Finance **Requested by:** Christy Cluck CC 4a. 08.07.23

Explanation:

Expenditure:
Carry forward balance of City match on fire assistance grant from FY23 to FY24. Project erroneously omitted from carry forward report to Council on 7/11/2023.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Fire Assistance Grant	1606510 - 53145	23FD01160	$ 0	$ 22,395	$ 22,395
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 22,395

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: Christy Cluck **Date:** 7-26-2023

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

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

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL & SUA

MEETING DATE: AUGUST 7, 2023

Agenda Item:	CC-23-125 SUA-23-45
Prior Council Action/Related Items:	Planned Unit Development 505 E. 18th Avenue
Background / Issue:	• The Habitat for Humanity (HfH) Fern Cottages Development, a neighborhood to be located northwest of the intersection of Fern Street and 19th Avenue, has been approved by Council as a Planned Unit Development (PUD). • City Staff has been invited to partner with HfH for the benefit of the public. Although the City cannot donate to charitable organizations, it can partner for completion of capital infrastructure work that benefits the greater public. • The City's public waterline along Fern Street is a 2-inch cast iron dead-end waterline, is inadequate for Fern Cottages' water supply connection, and is need of replacement due to its age and condition. • To replace and loop the 2-inch cast iron line, the City's project cost is expected to exceed $100,000. • In order for HfH to provide adequate flow to Fern Cottages, it has planned construction of a new offsite 6-inch waterline to connect Fern Cottages to a larger waterline located at the intersection of Perkins Street and 19th Avenue.
Proposal/Solution:	• City Staff have identified a partnership approach based on the following details: ✓ Replacement of the Fern Street 2-inch cast iron waterline through an extension of the HfH Fern Cottages offsite waterline project will benefit both Fern Cottages and nine existing homes along the east side of Fern Street between 18th and 19th Avenues.

	✓ The offsite waterline and the extension to 18th Street provide a clear and direct public benefit by improving water quality, increasing flow and adding redundancy for the area. ✓ The City will provide reimbursement for no more than $50,000 in materials at the City's competitively bid prices for the offsite and extension waterline work. ✓ HfH will provide all other work required to complete the waterline project in compliance with City standards and including all labor, equipment, materials and supplies.
Financial Impact/Funding Source(s):	• The material reimbursements will be funded by the Water Fund.
Related Strategic Priority:	#2 Inspired Management: To demonstrate leadership, management and planning skills that focus on results needed to create a better community. #4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.
Recommended Action/Motion:	Motion to approve development agreement with Habitat for Humanity for construction of waterline associated with the Fern Cottages planned unit development at 505 E 18th Avenue; authorize the Interim City Manager/General Manager to execute the agreement; authorize expenditures for an amount not to exceed $50,000; and approve budget amendment appropriating $50,000 from the Water Fund.
Prepared By:	Candy Staring, Engineering Director
Reviewed By:	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager/General Manager
Attachment(s):	Agreement Budget Amendment

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of August 2023, by and between the **CITY OF STILLWATER, OKLAHOMA,** a municipal corporation and **STILLWATER UTILITIES AUTHORITY**, a public trust, hereinafter called "City/SUA", and **STILLWATER HABITAT FOR HUMANITY, INC,** an Oklahoma charitable business corporation, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer requested City/SUA's consideration for participation in a cost-share for the construction of a waterline to serve the Fern Cottages development located northwest of Fern Street and 19th Avenue; and

WHEREAS, Developer's request of the City/SUA is for materials and parts for construction of the waterline from 19th/Perkins to 18th/Fern; with the understanding that the full cost of construction including labor, equipment and management for a complete and fully functional system will be borne by the Developer; and

WHEREAS, Developer requests the City participate in the amount of up to and not exceeding $50,000 to cover materials such as pipe, valves, fittings, service lines, meter assemblies, and rock, pursuant to Developer's cost estimate; and

WHEREAS, this project benefits the greater public by replacing a 2-inch cast iron waterline in poor condition, looping a dead-end line and improving water quality and redundancy for the area, and said improvements would cost the City in excess of $50,000; and

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

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

1. **Reimbursement.** City agrees to pay Developer a sum not to exceed $50,000 for materials and parts needed for the construction of 850 linear feet of a 6-inch diameter waterline from Perkins/19th to Fern/18th, connected to the City's system at both ends, including required valves and fittings, all services to connect customers along the alignment and abandonment of the 2-inch waterline.
2. **Conditions.** Developer agrees to the following conditions:
    a. Developer must comply with the City/SUA's standards, ordinances, codes and policies and all other local, state and federal requirements.
    b. Participation by City will be on a reimbursement basis only.
    c. Prior to reimbursement by the City, Developer must provide all documentation necessary, including as-builts, permits and provisions for city inspections, to demonstrate the waterline has been constructed in compliance with City/SUA's requirements;
    d. Material invoices must be provided by the Developer to the City and the per item

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

e. Developer must obtain any and all easements or fee simple title necessary for acceptance of the infrastructure by the City/SUA before the City/SUA will reimburse for materials or parts. Reimbursement will be made by the City/SUA within 30 days of the City Council's acceptance of said easements, deeds, and infrastructure.

3. **Indemnification.** Developer understands and acknowledges that City of Stillwater is a municipal corporation that is funded by its taxpayers and ratepayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Developer harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. Developer will indemnify, defend and hold the City, its employees and agents harmless from and against liability for any and all claims, demands, costs, penalties, fees (including without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever for, among other things, bodily injury, death, property damage, personal injury, economic loss and/or products liability asserted by any person or entity, resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Developer and/or its employees, directors, agents, subcontractors and/or consultants arising from or connected with Developer's and/or its employees', directors', agents', subcontractors' and/or consultants' performance under this Agreement. In addition, Developer shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City of Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled.

4. **Insurance.** Developer shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and as will provide protection from claims which may arise out of or result from Contractor's performance of the Work and Developer's other obligations under the Contract Documents, whether it is to be performed by Developer, any contractor, subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable.

5. **Assignment; Third Party Rights.** Because this Agreement is unique to this specific transaction, it is not assignable by either party. This Agreement is solely between the City and Developer and no third party shall acquire any rights in this Agreement or have any right to enforce it.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Oklahoma. Venue of any legal action shall be in the District Court of Payne County, Oklahoma.

7. **Entire Agreement.** The parties agree that there are no representations, understandings, stipulations, or other agreements relating to the matters contained in this Agreement. This Agreement may not be altered, waived, or amended except by a written document signed by both parties.

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

STILLWATER HABITAT FOR HUMANITY, INC.

By: _____
Hillary Hunt, Executive Director

Date: 7.19.23

MAILING ADDRESS:
505 East 18th Street
Stillwater, OK 74074

CITY OF STILLWATER, OKLAHOMA

By: _____
Brady Moore, Interim City Manager

Date: _____

STILLWATER UTILITIES AUTHORITY

By: _____
Brady Moore, Interim General Manager

Date: _____

Approved As to Legal Form and Content:

By: _____
Kimberly Carnley, City Attorney

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

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

Office: 405.372.0025
Web: stillwater.org

✓

Date: 07/25/2023

Department: Transportation

Requested by: Candy Staring CC-23-125 / SUA-23-75

Explanation:

Expenditure:
Appropriate funds for Fern Cottage WL Materials.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Fern Cottage WL Materials	9129216 - 54009	24WL01912	$ 0	$ 50.000	$ 50,000
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 50,000

Reviewed by Department Manager: Candy Staring **Date:** 7-25-2023

Reviewed by Finance: Christy Church **Date:** 7-25-2023

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--

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2024

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/31/2023

Department: City Manager's Office **Requested by:** Melissa Reames

Explanation:

Expenditure:
Appropriate funds for professional services contracts to support the implementation and administration of TIF#3 activities. Funded from TIF#3 ad valorem tax revenue and in accordance with the project plan.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Professional Services	8561525 - 53069		$ 0	$ 250.000	$ 250,000
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
Decrease:		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0
		-				$ 0

Net Change: (will usually result in a total increase or decrease) $ 250.000

Reviewed by Department Manager: _____ **Date:** _____

Reviewed by Finance: _____ **Date:** _____

Approved by CMO: _____ **Date:** _____

Approved by City Council: ☐ Yes ☐ No **Date:** _____

Processed by Finance: _____ **Date:** _____

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

--Print on Yellow Paper--

KS F:\Finance\HUB Forms\Budget Amendment Form Last Updated: 04/05/2019

City of Stillwater
Budget Revision #2131

Date: 7/21/2023 **Budget Year:** 2024 **Requested:** Angela David

Department: City Engineering

Explanation: Moving funds from 18TR01 to 24TR01 to fund additional ~~pavement~~ at the intersection of 3rd Ave and Hester.

SetID: BU004603 Full Depth Repair

Increase:

Account Name	Account Number	Project Number	Current Budget	Amount of Change	New Budget
Construction Contracts	2604035-54009	24TR01260	$0	$28,193	$28,193

Decrease:

Account Name	Account Number	Project Number	Current Budget	Amount of Change	New Budget
Construction Contracts	2604035-54009	18TR01260	$665,624	$28,193	$637,431

Approval:

Submitted: 07/21/23 9:20 am - angela david
Department Head: 07/25/23 8:18 am - candy staring
Finance Approval: 07/25/23 8:28 am - CHRISTY CLUCK
CMO Approval: 07/25/23 11:11 am - brady.moore
City Council Approval: 07/25/23 11:27 am - CHRISTY CLUCK
SetID: 07/25/23 11:57 am - alicia.evans
Marked Complete: 07/25/23 12:06 pm - CHRISTY CLUCK

REPORT TO: CITY COUNCIL
MEETING DATE: AUGUST 7, 2023

Agenda Item	7c. CC-23-126
Issue	• Stillwater Police Department SWAT team utilizes protective body armor as a part of its regular operations. • The body armor has a regulated useful life of 5 years, and the current body armor expires in October. • The SWAT team has identified the type of replacement armor needed to best fit its operations, and it is available through GSA (The United States General Services Administration). • GSA utilizes a competitive process to procure a wide variety of goods and services for the Federal government. • State and local governments are eligible to purchase through GSA contracts. • Lead time for replacement armor will require a fitting to take place in mid-August.
Solution	• Purchase AARDVARK Project 7 Scalable Plate Rack Armor through GSA contract # GS-07F-141DA, Special Item number 339113PA: PROTECTIVE APPAREL .
Financial Impact **Funding Source**	Funding for the body armor has been allocated in the FY24 budget, Project Account # 23PD04101.
Strategic Plan Alignment	#1 Effective Services & Accountable Government #3 Safe Community
Recommended Action/Motion	Motion to approve the purchase of 20 sets of AARDVARK Project 7 Scalable Plate Rack Armor through GSA contract # GS-07F-141DA in an amount not to exceed $90,000.
Prepared By	Jeff Watts, Chief of Police
Reviewed By	Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
ATTACHMENTS:	GSA Contract Body Armor Quote

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA** *Advantage!,* a menu-driven database system. The INTERNET address for **GSA** *Advantage!* is **http://www.gsaadvantage.gov**

SCHEDULE TITLE: Multiple Award Schedule

FSC Group: 84

CONTRACT NUMBER: GS-07F-141DA

CONTRACT PERIOD: August 1, 2016 – July 31, 2026

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Aardvark
1935 Puddingstone Drive
La Verne, CA 91750-5818
Phone: 909-451-6100
Fax: 909-392-3823
Email: adao@aardvarktactical.com

CAGE CODE: 0N995

CONTRACTOR'S ADMINISTRATION SOURCE: Brent Doan, Director of Sales
909-451-6100
bdoan@aardvarktactical.com

BUSINESS SIZE: Small

Socioeconomic Indicators: Small

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN DESCRIPTION

332216: LAW ENFORCEMENT, FIREFIGHTING & RESCUE TOOLS, EQUIPMENT &ACCESSORIES

332999: LAW ENFORECEMENT PERSONAL EQUIPMENT

334220: SURVEILLANCE SYSTEMS, WEARABLE BODY CAMERAS, AND VEHICULAR VIDEO (CURRENTLY NOT PARTICIPATING IN THE DISASTER RECOVERY PROGRAM DUE TO MANUFACTURER/DEALER AGREEMENT)

334511: SEARCH, DETECTION, NAGIVATION, GUIDANCE, AERONAUTICAL & NAUTICAL SYSTEMS AND INSTRUMENTS

334519: BOMB AND HAZARDOUS MATERIAL DISPOSAL; METAL AND BOMB DETECTION

336320: VEHICLE SIGNAL AND RESTRAINT SYSTEM

339113PA: PROTECTIVE APPAREL

ANCILLARY: ANCILLARY SUPPLIES AND SERVICES

NEW: INTRODUCTION OF NEW SUPPLIES AND SERVICES (CURRENTLY NOT PARTICIPATING IN THE DISASTER RECOVERY PROGRAM DUE TO MANUFACTURER/DEALER AGREEMENT)

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

SIN	MODEL	GSA PRICE
332216	GSAATIRSC03	$11.63
332999	SFDG-6004-14-XX	$10.58
334220	TI70116	$119.96
334511	LOKI-PROPS	$25.00
334519	WFAV001NLP-XX	$149.99
336320	HPVMADLTPMS2BTURBO	$14,273.71
339113PA	ATHP71PS-WA-HK	$20.00
ANCILLARY	ATIPMID	$175,218.63
NEW	TI26762	$20.41

1c. HOURLY RATES: (Services Only)

2. MAXIMUM ORDER*: **$250,000 per SIN 332216, 332999, 334220, 334511, 334519, 336320, 339113PA, ANCILLARY, NEW**

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. MINIMUM ORDER: None

4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities or give details as negotiated

5. POINT(S) OF PRODUCTION: USA, Mexico, Canada, United Kingdom, South Korea, and Taiwan

6. DISCOUNT FROM LIST PRICES: *Basic discount of 20% from the awarded commercial price list. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). The current IFF is .75% and should be calculated as follows: Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: ($100,000 / 0.9925) = $100,755.67*

or

GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. QUANTITY DISCOUNT(S): NA

8. **PROMPT PAYMENT TERMS:** Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a **Government Purchase Cards are accepted at or below the micro-purchase threshold.**

9b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.**

10. **FOREIGN ITEMS**: Mexico, Canada, United Kingdom, South Korea, Cambodia, and Taiwan

11a. **TIME OF DELIVERY**: Shipped 21 - 180 Days after receipt of order

11b. **EXPEDITED DELIVERY:** Contact Contractor

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Contractor

11d. **URGENT REQUIRMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. **FOB POINT:** Origin

13a. **ORDERING ADDRESS:** 1935 Puddingstone Drive, La Verne CA 91750

13b. **ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3**

14. **PAYMENT ADDRESS**: 1935 Puddingstone Drive, La Verne CA 91750

15. **WARRANTY PROVISION:** Standard Commercial Warranty.

16. **EXPORT PACKING CHARGES**: N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**: N/A

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE**): N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE**): N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for EIT:** as applicable

25. **DUNS NUMBER:** 861004349

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Active Registration in SAM database. Registration valid until November 16, 2023.

Sales Quote

1935 Puddingstone Dr
La Verne, CA 91750
TEL: 800-997-3773 FAX: 909-392-3823
FED TAX ID: 95-4451904
DUNS #: 861004349
SAM UEI: DGSKHRKYPDK9

Sales Quote Number: SQ20262
Sales Quote Date: 6/27/2023
Quote Valid To: 8/31/2023

Sell To: Stillwater Police Department
Attn: Jimmy Knox
723 S. Lewis Street
Stillwater, OK 74074
USA

Ship To: Stillwater Police Department
Attn: Jimmy Knox
723 S. Lewis Street
Stillwater, OK 74074
USA

Ship Via: Best Way
Terms: Net 30 Days

Customer ID: STILLWATERPDOK01
SalesPerson: Doug Epler
Contact: Attn: Jimmy Knox
Entered By: ATI\AHORSTMAN

Item No.	Description	Unit	Qty	GSA	Unit Price	Total Price
P7Q-SPR2-UL3A	Project 7/SPR2/Complete Platform/Standard Molle/Ultralight 3A Ballistics (Specify Color, Size) * Includes: Ripstop Lining, 1st Spear Tubes & Adaptive 3PC Cummerbund	EACH	20		1,050.00	21,000.00
P7Q-UPGRADE-FLEXAROO	P7 Platform, Flexaroo Upgrade - Includes 2 6X6 Flex2 Panels + Kydex Insert Pouches	EACH	20		200.00	4,000.00
P7Q-SPR2Y-UL3A	Project 7/SPR2 Yoke/Complete with Ultralight 3A Ballistics (Specify Color)	EACH	20		595.00	11,900.00
P7Q-ACC-TP-UL3A	Project 7/Throat Protector/Complete with Ultralight 3A Ballistics (Specify Color) 339113PA	EACH	20		175.00	3,500.00
P7Q-ACC-UA-UL3A	Project 7/Upper Arm/Complete with Ultralight 3A Ballistics (Specify Color) 339113PA	EACH	20		480.00	9,600.00
P7Q-ACC-GS-UL3A	Project 7/Groin Standard/Complete with Ultralight 3A Ballistics (Specify Color) 339113PA	EACH	20		260.00	5,200.00
P7Q-ABS-UL3A	Project 7/Abdominal Protector/Complete with Ultralight 3A Ballistics 339113PA	EACH	20		195.00	3,900.00
P7-PS-LT-SET-OF-3-MC	P7 Lightweight Pouch Set of Three	EACH	20		180.00	3,600.00
P7Q-IDPSET	Project 7 ID Patch Set(UA 2x6, Front 2x6, Back 3x8) 339113PA	EACH	20		40.00	800.00
P7-RP-3++-SA-LW-LG	Project 7/Rifle Plate/Level 3++ Ceramic Stand Alone/Lightweight/SAPI Large 339113PA	EACH	40		425.00	17,000.00
P7Q-B1X-DB-MR3A	Project 7/B1X Battle Belt/P7 Duty Belt/Complete with MR Level 3 Ballistics (Specify Color, Size) 339113PA	EACH	20		365.00	7,300.00
P7-ILB-RC-BB	Project 7/ILB - Riot Control Less-Lethal Pack/Black/Black 339113PA	EACH	2		595.00	1,190.00
NON TAXABLE FREIGHT	Non Taxable Freight	EACH	1		950.00	950.00

Work Description:

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Subtotal:	**89,940.00**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**89,940.00**

AARDVARK TEL: 800-997-3773 FAX: 90

1935 Puddingstone Dr
La Verne, CA 91750
TEL: 800-997-3773 FAX: 909-392-3823
FED TAX ID: 95-4451904
DUNS #: 861004349
SAM UEI: DGSKHRKYPDK9

Sales Quote

Sales Quote Number:	SQ20262
Sales Quote Date:	6/27/2023
Quote Valid To:	8/31/2023

Sell To: Stillwater Police Department
Attn: Jimmy Knox
723 S. Lewis Street
Stillwater, OK 74074
USA

Ship To: Stillwater Police Department
Attn: Jimmy Knox
723 S. Lewis Street
Stillwater, OK 74074
USA

		Customer ID:	STILLWATERPDOK01
Ship Via:	Best Way	SalesPerson:	Doug Epler
Terms:	Net 30 Days	Contact:	Attn: Jimmy Knox
		Entered By:	ATI\AHORSTMAN

*
DELIVERY 150 DAYS ARO
**
Please contact Audrey Horstman at 909.451.6101 or ahorstman@aardvarktactical.com when you are ready to place this order. Thank you and have a great day!

No return will be accepted unless a Return Authorization is issued prior to the goods being returned. If the error which necessitates the return is a result of an AARDVARK error, no restocking fee will be charged. Merchandise may be returned within 30 days of purchase and buyer will be subject to a 20% restocking fee. All returns must be Freight Prepaid and in new sellable condition. Credit for the value of the returned merchandise (less restocking fees and shipping charges) will be made. Defective merchandise is not subject to any restocking fee. Customized orders are non-returnable.

Subtotal:	**89,940.00**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**89,940.00**

RESOLUTION NO. CC-2023-25; SUA-2023-6

A RESOLUTION AMENDING SECTION II, POLICY MANUAL FOR UTILITY ACCOUNTS, BILLING AND COLLECTIONS OF THE TERMS AND CONDITIONS OF SERVICE FOR MUNICIPAL UTILITIES TO ADOPT CHAPTER 6, ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT AND APPROVING THE AMENDED FEES AND CHARGES FOR UTILITY SERVICES SCHEDULE TO ADOPT NEW FEES AND CHARGES FOR AMI OPT-OUT

WHEREAS, the City of Stillwater and the Stillwater Utilities Authority most recently revised and approved the "Terms and Conditions of Service" in December of 2019 pursuant to Resolutions CC-2019-29; SUA-2019-4; and

WHEREAS, the Terms and Conditions of Service have been reviewed and proposed amendments are necessary and appropriate; and

WHEREAS, the Fees and Charges for Utility Services have been previously approved by the passing of Resolution CC-2008-13; SUA-2008-6, and Amended Resolution CC-2015-4; SUA-2015-2; and

WHEREAS, the Fees and Charges for Utility Services should be amended to include the fees and charges necessary to implement the Advanced Metering Infrastructure (AMI) Opt-Out policy.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STILLWATER, OKLAHOMA AND THE TRUSTEES OF THE STILLWATER UTILITIES AUTHORITY:

Section 1: That Section II, Policy Manual for Utility Accounts, Billing and Collections, of the Terms and Condition of Service is hereby amended to adopt Chapter 6, Advanced Metering Infrastructure (AMI) Opt-Out in its entirety as reflected in the attached Exhibit A.

Section 2: That the attached Fees and Charges for Utility Services attached as Exhibit B is hereby approved and adopted.

PASSED, APPROVED, AND ADOPTED this 7th day of August 2023.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

STILLWATER UTILITIES AUTHORITY
A Public Trust

_____
William H. Joyce

MAYOR/CHAIRMAN

(SEAL)
ATTEST:

_____
TRESEA KADAVY
CITY CLERK/SECRETARY

Approved as to form and legality this 7th day of August 2023.

_____
KIMBERLY CARNLEY
CITY ATTORNEY/GENERAL COUNSEL

CITY OF STILLWATER

TERMS AND CONDITIONS OF SERVICE

Adopted December 1, 2008
Resolution No. CC-2008-12; SUA-2008-5

Section II: Policy Manual for Utility Accounts, Billing and Collections
Amended February 2, 2015
Resolution No. CC-2015-3; SUA-2015-1

Section IV: Deposit Schedule
Amended February 2, 2015
Resolution No. CC-2015-4; SUA-2015-2

Section V: Electric Service Rules
Amended May 14, 2018
Resolution No. CC-2018-10; SUA-2018-3

Section I: General Information; Section II: Policy Manual for Utility Accounts, Billing and Collections;
Section III: Definitions; Section IV: Utility Deposits
Amended December 16, 2019
Resolution No. CC-2019-29; SUA-2019-4

Section II: Policy Manual for Utility Accounts, Billing and Collections
Amended August 7, 2023
Resolution No. CC-2023-25; SUA-2023-6

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SECTION I

GENERAL INFORMATION

CHAPTER 1

TERMS AND CONDITIONS OF SERVICE

1.1.1 PURPOSE OF TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, as approved by the Stillwater City Council and the Trustees of the Stillwater Utilities Authority, shall govern all technical aspects for delivery of the City's utility services and all policies concerning the maintenance of accounts, billing procedures, and credit and collections procedures for those services. The Terms and Conditions consist of separate sections covering general information, utility account policies, definitions, and rules of service for each City utility service as they pertain to the various utilities. Revised sections shall supersede and cancel only those respective portions of previous Terms and Conditions of Service, or sections thereof as may be pertinent to the proposed revisions. Rate schedules are established by separate resolutions.

1.1.2 APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE

Pursuant to the City of Stillwater's Anti-Discrimination Policy as set forth in Resolution No. CC-2019-12, the City does not discriminate against any person on the basis of age, race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, or familial status with regard to access to city employment, city services and city facilities. These Terms and Conditions of Service and any modifications thereof and additions thereto lawfully made are applicable to all customers receiving utility service from the City and to all standard service agreements and contracts now existing or which may be entered into by the City, and to all rate schedules which may be established.

The City may decline to serve a customer or prospective customer until such customer has complied with the rules and regulations of the Council, Trustees, and any and all applicable federal, state, and municipal or other local laws, rules, and regulations.

The City may refuse or discontinue service to any customer for noncompliance with these Terms and Conditions of Service where it specifically so provides.

1.1.3 MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE

The Stillwater City Council retains the right to amend these Terms and Conditions of Service or to make additional terms and conditions, as it may deem necessary.

1.1.4 RESPONSIBILITY FOR PREPARATION AND ENFORCEMENT OF TERMS AND CONDITIONS OF SERVICE

The City Manager or designee has primary responsibility for the preparation, revision, and enforcement of the service rules governing technical requirements associated with each utility.

The Utility and Billing Services Director has the primary responsibility for enforcement of the administrative policies related to utility accounts, billing, and collections.

CHAPTER 2

GENERAL POLICIES

1.2.1 ACCESS BY CITY'S AUTHORIZED AGENTS

The customer shall give authorized agents of the City permission to enter the customer's premises at all reasonable times for any purpose incidental to the supplying of utility service, including tree trimming and tree removal in utility easements, and for the purpose of reading meters. It is not required for authorized City employees to seek permission from the customer to enter the premises for such purposes.

All authorized agents requiring access to premises of a customer shall be furnished with a badge or means of identification.

1.2.2 REFUSAL TO PROVIDE ACCESS

Refusal on the part of the customer to provide access for City authorized purposes after reasonable request shall be deemed to be sufficient cause for discontinuance of service. The customer will be notified by letter if the premises are deemed inaccessible and will be asked to contact the City within five (5) days to arrange for necessary access. Lack of response from the customer may result in discontinuance of service without further notice.

1.2.3 METER SEALS

No person, other than an authorized agent of the City acting in an official capacity, shall break the seal on any meter unless lawful authority from the City to do so has been granted in writing.

Licensed electricians who break the seal for the purpose of completing necessary repair work shall return the meter to its original status, whether the meter was on or off, and reseal the meter with the appropriate seal which has been issued to them by the City of Stillwater before they leave the premises. Failure to do so is a violation of Stillwater City Code and violators are subject to prosecution.

1.2.4 RIGHT OF SELF-DEFENSE

Authorized City employees and agents may carry pepper spray, animal bite stick or any other device deemed appropriate for self-defense.

1.2.5 DENIAL OF SERVICE

The City reserves the right to refuse to provide service to a customer, at any premises, until all delinquent bills for prior or current utility services incurred with the City are paid or acceptable arrangements for payment have been completed.

The City shall not be required to provide service to a customer due to misrepresentation of identity or facts for the purpose of obtaining service or use an alias, trade name, business name,

relative's name or another person's name as a device to escape payment of an unpaid obligation for prior utility service provided to the consumer. The City may not require a payment of unpaid utility bills of any other person, except where the previous customer remains an occupant or user, as a condition to furnishing utility service. (*See Oklahoma Administrative Code, Title 165: Oklahoma Corporation Commission, Chapter 35. Electric Utility Rules, 165:35-23-1. Denial of service to a consumer.*)

1.2.6 DEFECTIVE CONDITIONS

The City reserves the right to discontinue service to any customer without advance notice when a defective condition of wiring, lines, or equipment upon the premises of the customer results, or is likely to result, in danger of life or property or in interference with proper service to others. Service to the customer will not be resumed until the dangerous condition has been remedied to the satisfaction of the City. If such dangerous condition is the result of tampering with City equipment, other sections of these Terms and Conditions may also apply.

1.2.7 NON-SEPARATION OF SERVICES

When a customer applies for service at an account where more than one type of utility service is available, the customer must assume responsibility for all City utilities available at that address, whether or not the customer chooses to utilize those services. For example, if a customer requires only electric service at an address where water and sanitation services are also available, the customer is responsible for payment of billing for all three services, including the respective customer charges.

1.2.8 MULTIPLE ELECTRIC SERVICES

A non-residential customer may take electric service at one location under more than one rate schedule, if the services are separately metered, are in compliance with applicable code requirements, and otherwise meet the rules of electric utility service.

1.2.9 WATER LEAKS

The City will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of water after same has passed through the meter, nor for defects in the customer's piping or fittings. The customer is responsible for the cost of all water that passes through the meter in addition to relevant sewer charges.

All pipes and fixtures on the customer's side of the meter shall be kept in good repair and free from leaks at the expense of the customer, and not of the City.

1.2.10 OPEN RECORDS

The City of Stillwater complies with the Oklahoma Open Records Act. Requests for information pertaining to utility accounts may be granted in accordance with the requirements of the act.

CHAPTER 3

SPECIAL PROGRAMS

1.3.1 "MEDICAL ALERT" UTILITY ACCOUNTS

The City of Stillwater maintains a list of customers who submit written evidence that their health would be seriously impaired if electricity or water were disconnected, due either to outages or to non-payment of a utility account. This list is coordinated by the Utilities and Billing Services Division and disseminated to the Electric, Water, Emergency Coordination and Communication, Police, and Fire Departments, so that the City can expend all necessary efforts to maintain continuity of service to these consumers.

A customer may qualify for this category of service by supplying an affidavit from a physician that loss of electricity or water will cause serious impairment to the health of an individual who is in permanent residence at the account address for which "Medical Alert" consideration is being requested. Upon receipt of the affidavit and completion of an information sheet that will provide the data necessary for any affected department to properly serve the account, the electric meter(s) associated with the service address will be sealed with a unique "Medical Alert" seal to identify the service as one that requires special consideration.

The City will make all reasonable attempts for payment arrangements before the service is disconnected. Approval for an impending disconnection will be obtained and documented by the Utility and Billing Services Director, the Finance Director, or the City Manager, or their designees.

Medical Alert status need to be recertified yearly by the customer. Failure to recertify the account will result in removal from the program. If the customer is no longer living at the premises the Medical Alert services are no longer needed, it is the customer's responsibility or their designee to immediately notify the City.

1.3.2 AVERAGE BILLING PROGRAM

For customers who wish to pay levelized monthly payments over the course of the year, the City offers an average billing program, available to customers who have received a utility bill in the customer's name at the service address for twelve (12) consecutive months, whose account is current and whose account has not been removed from the program within the past 12 months. An Average Billing Agreement must be signed and filed with the City.

1.3.3 UTILITY ASSISTANCE PROGRAM

The City of Stillwater and Central Oklahoma Community Action Agency, Inc. (COCAA) support a joint program to provide emergency assistance for citizens in paying their utility bills. The funds for this assistance are provided by individual donations and all monies are held by the City of Stillwater. The program is administered in full by COCAA.

Citizens can make donations to the fund by overpaying their monthly utility bill by the amount that they wish to donate. The return portion of each utility bill contains a field for donors to signify the amount they wish to donate to the program. The City retains records of all donations, which are then distributed based on recommendations made by COCAA as a credit to the customer's utility account.

SECTION II

POLICY MANUAL
FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS

CHAPTER 1

CONTRACT FOR UTILITY SERVICES AND DEPOSIT

2.1.1 CONTRACT FOR ELECTRIC, WATER, WASTE WATER AND SOLID WASTE UTILITIES

Responsible Party
Each customer desiring electricity, water, waste water, and/or sanitation service from the City shall complete a contract in person or by phone in the Utility and Billing Services Division, located in Stillwater's Municipal Building. The account will be placed in the name of the person who signs or who had signed the previous application, and that applicant shall become the party responsible for the account. First time customers who are not able to appear in person, during business hours can submit, by mail, a valid, notarized, completed contract.

Information and Identification
Completion and validation of the Contract for Utility Services is subject to the applicant providing the true name of the applicant, mailing address, telephone number(s), social security number or other identification number, employer, next of kin not residing at the same address, and such other information as the City may deem necessary in order to ensure the effective billing and collection of each account.

Identification to substantiate the signature of the applicant and proof that the applicant is at least eighteen (18) years of age must be presented when the agreement is filed.

A legible, valid copy of an existing lease *or* a bill of sale may be required when a customer is applying for service.

Refusal to provide requested information or identification or providing false information may result in denial or termination of service.

Deposit and Processing Fee
Any necessary deposit shall be made at the time the Contract for Utility Services is completed. A processing fee is billed on the first monthly utility bill. Agreements and security deposits required in this section shall be deposited with and made of record in the Office of the Director of Finance.

2.1.2 INSPECTION OF PREMISES

The City of Stillwater may, at its option, inspect the premises prior to final approval of any service contract. If said premises are in conformance with these Terms and Conditions of

Service and all applicable provisions of Stillwater City Code, and the Contract for Utility Services has otherwise been approved, the necessary connections and installations shall be made. However, the Contract for Utility Services will be deemed not to be approved if unacceptable conditions are found at the premises during the inspection. No service connections will be made until all such conditions have been corrected in accordance with all applicable local, state, federal, and other laws, rules, and regulations.

2.1.3 NEW DWELLINGS

After a permit for occupancy of any new dwelling or business concern has been approved and issued by the Community Development Department, Utility and Billing Services shall notify the occupant by letter or phone that a Contract for Utility Services must be completed and a deposit may be required by the City within ten (10) calendar days from the date of said letter. Failure to comply with such notification may result in disconnection of any existing services.

2.1.4 UNAUTHORIZED SERVICE

If the City leaves utility service(s) connected at a vacant premise, it does not constitute consent by the City for use of such services without completion of proper application for installation of said services. Nor is it permissible for occupants, whether authorized customers or not, to turn on services themselves or to cause services to be turned on by anyone other than City personnel acting in compliance with these Terms and Conditions.

The City may hold the owner of the property responsible for any unauthorized usage. Failure to complete the Contract for Utility Services will result in termination of service, in accordance with these policies. Occupants who have used service without completing the required application procedures shall be liable to the City for the deposit amount, as well as for payment of bills resulting from usages, estimated or actual, on all services available to the premises, billed at the prevailing rates. All relevant fees and charges must be paid prior to any connection or reconnection of service at that or any other premises.

Said occupants will be required to show a lease or document specifying when occupancy began and will be billed from the reading nearest the commencement date of the occupancy. If no such document is available, billing will occur using the last available reading for the previous customer at that premises.

If it appears that metering was bypassed or other evidence of tampering is found, services will be discontinued immediately, without notice. Further, the City may estimate usage and bill the occupant based upon those estimates. Any resulting fees and charges, including charges assessed for damage to City property, together with any other outstanding utility bills, must be paid prior to any connection or reconnection of services at that or any other premises.

2.1.5 TEMPORARY SERVICE

The City of Stillwater may from time to time install service without requiring a deposit. Such service will be granted for limited periods of time and only under specific circumstances, including but not limited to:

1) Landlords of vacant premises	180 days
2) Builders/renovators of vacant premises	180 days
3) Divorced party at same premises	30 days
4) After-hour installations	2 days

The customer is required to complete and sign a Temporary Utility Service Agreement prior to or at the time of installation and to pay a nonrefundable processing fee. All other billing activities will follow standard procedures.

Payment for any and all electric, water, wastewater, and sanitation base fees and usage charges will become the responsibility of the customer, whenever such services are tied to the account.

Temporary service will be disconnected without further notice on the expiration date designated on the Temporary Utility Service Agreement. A Contract for Utility Services must be completed and a deposit tendered, together with all associated reconnect fees, before service will be reconnected. It is the customer's obligation to make arrangements for permanent service. The City will not be responsible for any damages resulting from authorized disconnection of utility service(s). Service may be disconnected if it is determined that the premises is being occupied under this temporary agreement when request has been made for vacant premises service.

The City may decline to grant temporary service if the applicant has any delinquent account(s) for utility services at any premises. A deposit may be required for temporary service if the customer has not maintained a good payment history.

2.1.6 AFTER HOURS SERVICE

Utility and Billing Services personnel may install service for residential customers after normal working hours utilizing the Temporary Service Agreement. This service is not available to commercial establishments or to property managers/landlords.

A processing fee will be charged to the account and will appear on the first bill. The account holder is liable for the processing fee whether or not permanent service is established.

The customer will be allowed two (2) working days to complete a Contract for Utility Services and pay a deposit according to the standards set forth in these policies. If no such agreement has been completed nor deposit paid within that time, service will be disconnected immediately. A disconnect fee will be billed and service shall not be reinstated until a Contract for Utility Services and deposit review has been completed and any required deposit paid as well as a new installation fee and the disconnection fee.

2.1.7 TRANSFER OF SERVICE

The Contract for Utility Services and the associated deposit are only transferable in the event that a customer of record is deceased. A transfer of service between a legally married couple is required. A new Contract for Utility Services shall be completed by the new responsible party within 120 days. A death certificate and marriage license may be required.

Service at a new address for a customer moving within Stillwater may be established by transferring of the current deposit if it is deemed to be of adequate amount. The transfer of the deposit can only be made by the responsible person listed on the account.

Service will not be transferred if, on the date for which a connection is requested, there exists or will exist any past due balance on any prior account(s) after any existing deposit amount(s) have been applied. If the deposit is being transferred to the new location, the transfer must not overlap for more than one week. Otherwise, both accounts will need to be secured with a deposit based on the current deposit schedule.

Any outstanding balance from a closed account may be transferred to an open account under the same customer's name.

2.1.8 RESPONSIBILITY FOR CHANGES IN SERVICE

It is the responsibility of the customer to notify the City of any changes in occupancy that will affect the billing and/or service of the customer. Changes may be requested in person, in writing, or by telephone. However, the City will not be responsible for any error or omission in account changes if requests for changes are not made in writing. For any request necessitating installation of service, the customer must contact the City of Stillwater and may be required to sign a new Contract for Utility Services and tender a new deposit in person and in accordance with these policies.

2.1.9 TERMINATION OF SERVICE

When a customer elects to terminate service, it is the customer's responsibility to notify the City as to the day such termination is desired. The request to terminate the service must be made by the account holder. A 24-hour notice may be required. The customer will be responsible for all charges accrued on the account until termination arrangements have been made or another customer elects to become responsible for the account in accordance within these Terms & Conditions. The City may disconnect service at any time on the day for which the disconnection is requested.

The City will read the appropriate meter(s) on the requested termination date, and may, at its option, disconnect the service. The City may require at least one days notice for disconnection. A final bill will be prepared as a result of the final reading(s) and mailed to the current or forwarding mailing address of record. Any outstanding security deposit will be applied against the final account balance.

If the deposit is insufficient to cover the total balance, the customer will be required to pay all expenses incurred by the City of Stillwater in their collections efforts. These charges may include all costs and fees if turned over to a collection agency. If at the time the charges would be turned over to the collection agency, the balance is less than $5.00, the City will issue a credit to zero out the account balance.

If service has been disconnected according to a customer's request and the customer then requests a temporary reconnect at that address for any reason, the customer must provide verification that the reconnect request is duly authorized by the party responsible for the account. A reconnection fee must be paid.

2.1.10 APPLICABILITY OF UTILITY SERVICE DEPOSITS

Every potential customer requesting utility services from the City of Stillwater may be required to make a deposit. A deposit may be made for every completed Contract for Utility Services and for each separate premises except as may be otherwise specified in these policies.

Utility deposits shall be held by the Director of Finance. In the event a customer discontinues service or the account is otherwise closed, the Director is hereby authorized to credit the customer's account in the amount of the outstanding deposit, if any. A potential refund shall not be used in lieu of tendering a new deposit for service at a new location. Further, if the meter or meters located on the premises are damaged in any way, except by ordinary wear, as ascertained by the appropriate utility director, the whole of the deposit or as much thereof as is necessary to pay for repair of damages shall be deducted from the deposit before any refund is made.

2.1.11 AMOUNT OF DEPOSITS

Residential

For the purpose of guaranteeing payment of the final monthly utility bill, a residential deposit may be required at the time the Contract for Utility Services is completed, and before service is installed. The amount of such deposit shall be determined according to the currently approved Deposit Schedule in Section 4.1.1.

An existing deposit will not be reduced due to a name change on the account if the same customer is still residing at the address.

Upon notification of a bankruptcy, the City may request a new deposit to establish a post-bankruptcy account in an amount to be determined by the deposit schedule. The current deposit on file will be held on the bankruptcy account until notified by the bankruptcy court as to how it is to be disbursed.

Commercial

Deposits for commercial and business establishments shall be determined based on the currently approved Deposit Schedule in Section 4.1.2. In particular, if the place of business has been newly constructed, square footage and type of business will be obtained and compared to existing businesses in the City. The amount of deposit may be determined, at the discretion of the Utility and Billing Services Director or designee, by comparing the incoming business with equivalent businesses where City utility services are established.

The first time a commercial account is issued a disconnection notice, a letter will be sent to the address on record that upon issuance of a second notice, the account may be billed the maximum amount according to the deposit schedule.

After twelve (12) continuous months of service, a commercial/business establishment may request that the amount of deposit be reviewed and adjusted to an amount determined to be the actual average monthly utility bill for the most recent twelve months of service. Such adjustment may result in an increase or decrease to the existing deposit. However, if payments on the account have been late more than once in the preceding twelve (12) month period, no adjustment will be made that decreases the existing deposit amount and an additional deposit may be required.

Upon notification of a bankruptcy, the City may request a new deposit to establish a post-bankruptcy account in an amount to be determined by the deposit schedule. The current deposit on file will be held on the bankruptcy account until notified by the bankruptcy court as to how it is to be disbursed.

2.1.12 IRREVOCABLE LETTER OF CREDIT OR SURETY BOND

In lieu of a cash deposit for guaranteeing payment of the final utility bill, commercial and business establishments may proffer an Irrevocable Letter of Credit or Surety Bond, designating the City as beneficiary. Any letter of credit or surety bond so given shall be renewed automatically by the customer. Failure to keep such letter of credit or surety bond current shall be treated in the same manner as failure to pay a monthly utility bill, and may result in disconnection of service.

2.1.13 REFUNDING OF DEPOSITS

After eighteen months of continuous service with no more than two late payments or any disconnection notices, the service deposit may be applied to the customer's utility account. Hydrant meter deposits will not be applied and/or refunded until the account is closed.

Once the deposit has been returned to the customer, should the utility account payment history exceed two or more late payments, receive any disconnection notice, or get turned off for non-payment in the previous eighteen month period, a new deposit may be required on the account.

2.1.14 DEPOSIT-EXEMPT STATUS

Federal, state, and local governmental agencies shall be exempt from making deposits with the City. Public schools shall also be classified as exempt from making deposits.

2.1.15 UNCLAIMED MONEY

Deposits

When a utility account is closed, all existing deposits will automatically be applied to the account. Any remaining funds will be returned to the customer by check. If the deposit refund check is found to be undeliverable by the postal service, the City will make all reasonable attempts to locate the customer. When all reasonable steps to find the customer have been taken, and the check cannot be delivered, the check will be held in the Department of Finance for 90 days from the date of issue. After such time, the check becomes void and is subsequently handled by the Department of Finance in accordance with prevailing and applicable State regulations.

Credit Balances

If a credit balance arises on a closed utility account for any reason the credit balance may be transferred to an active account for the same customer. If no such account exists, a request for reimbursement to the customer will be made through the City's accounting system. If a check authorized through this system is deemed to be undeliverable by the postal system, and further steps to identify a correct mailing address have failed, the check will be held by the Department of Finance for 90 days, to be subsequently handled by that department in accordance with prevailing and applicable State regulations.

2.1.16 LOST CHECKS

When utility refund checks of any nature have been sent to the last known address of a utility customer, but have not been received by the customer, the City may, at its option and after a reasonable amount of time has elapsed, issue a "stop payment" request to the bank on which the lost check was drawn, and initiate those internal procedures appropriate for recreating the check.

The customer may be responsible for the stop payment charges according to the fee schedule.

CHAPTER 2

BILLING AND BILLING ADJUSTMENTS

2.2.1 APPLICABILITY OF BILLS

No person shall use any utility service provided by the City without paying for same, unless otherwise authorized by appropriate City officials.

2.2.2 DELIVERY OF UTILITY BILLS

The City may mail a bill for utility services to the address at which service is taken or to such other address as designated by the customer; however, the City reserves the right to adopt other methods for delivery of bills.

Delivery is deemed to have taken place when, according to the City's records, a bill or any notice containing billing or past due information has been properly delivered to the U.S. Postal Service or sent by electronic notification to an account provided by the customer.

Failure to receive a duly delivered bill or other notification in no way exempts a customer from liability for payment of services and any application of late fees or other fees resulting from disconnection of services.

2.2.3 LATE PAYMENTS

If the balance of each monthly bill is not received in the Utility and Billing Services office on or before the "due date" as printed on each bill, a late payment charge may be applied to the next bill. The "due date" shall be no sooner than twenty-one (21) days after "date of bill" which is the date the bill is sent.

Each late charge applied to a utility account, whether due to non-payment or late payment, shall cause a "late payment indicator" to be generated within the computerized master account record.

2.2.4 READING AND BILLING CYCLES

City meters shall be read at monthly intervals. Should it not be possible to read meters for each billing period, the City may submit an estimated bill to the customer, based upon previous usage and other available information, to be adjusted, as necessary, when the next actual reading is obtained. Alternatively, the monthly bill may include notification that no usage was calculated for the current billing period and that charges for two months' usage will appear on the next bill.

2.2.5 BILLING RATES

The City's Standard Rate Schedules state the conditions under which each rate for each service is available. The Schedules also state the terms or period of time for which each is established.

Design of the rate structure shall be the responsibility of the appropriate utility director. Questions concerning the design of the rate schedule shall be addressed to that director.

2.2.6 BILLING FOR WASTE WATER SERVICE

Fees for waste water services may be calculated according to a "winter average" formula or actual water usage if the required months are not available or it is determined that winter averaging would not be of benefit to the customer. The stipulated formula shall be used automatically unless the customer prefers that wastewater charges be calculated from actual monthly water consumption. If the "actual water usage" method is selected by the customer, it must remain in force for twelve (12) months or until service is terminated.

2.2.7 BILLING FOR SANITATION SERVICE

Refuse collection services are available to every dwelling, business, organization, or other utility customer within City of Stillwater city limits, and are billed whether or not the services are used. Sanitation fees can be waived only if the metered services associated with the account register minimum or "zero" usages for the billing period, or if the billing period consists of seven (7) days or less or at the discretion of the Director of Waste Management.

2.2.8 ROLL OFF CONTAINERS

Roll Off Container accounts are subject to the same rules and regulations as other services in regards to billing, late penalties, and collection procedures. A deposit may be required.

2.2.9 TESTING OF METERS

It is the responsibility of the appropriate utility director to keep all meters related to the utility in good repair and proper working condition without cost to the customer, except where the customer may become liable, as stated in these Terms and Conditions of Service. All meters, whether electric or water, shall be inspected and tested as often as is deemed necessary and sufficient by the City in order to ensure their good working condition and accurate calibration. The City may replace any meter at any time, at its option.

The City will test the accuracy of any customer's electric and/or water meter within thirty (30) days after receipt of a written request from the customer and prepayment of the stipulated meter test fee. When the City has the ability to test the meter in-house, the customer may request to be present, during normal working hours when the meter is tested.

Further, the customer may, at the customer's option and own expense, have an expert or other representative present at the time of the test.

If the tested electric or water meter is found to be more than two per cent (2%) incorrect, the City will credit the cost of the meter test to the utility account, correct the billing, as set forth elsewhere in these policies, and shall replace or adjust the meter. In the case of customer requested water meter tests, the water meter shall be replaced at the time of the test. However, the result of the meter test will be the only determining factor in ascertaining whether an adjustment to the billing is warranted.

If the electric or water meter is tested and found to be within the accuracy limits of two per cent (2%), whether slow or fast, the City will not refund the meter test fee nor make any adjustment to the account.

2.2.10 ADJUSTMENT OF BILLS RESULTING FROM METER ERROR

If the results of any meter test, whether requested by the customer or performed at the option of the City, show that a meter registers inaccurately by more than two per cent (2%), fast or slow, the City will correct the customer's utility bills, using the percent of error as the factor for calculating adjustments:

A. Fast Meters: The City shall credit to the customer's account the amount overcharged during previous billing periods, not to exceed six (6) months.

B. Slow Meters: The City may charge for the electricity or water consumed but not included in bills previously rendered, for a period not to exceed six (6) months.

C. Clerical/Technical Errors: If a meter or account record is found to have an incorrect register, connection, multiplier, or constant, or if a meter is found not to register or to have been registering intermittently for any period, or if a clerical error of any nature has been made on the account, the error shall be corrected and the account adjusted. Billable usage may be estimated based on such information as is available from the City's records and as is deemed reasonable in comparison to previous usage at the same account or similar usages at comparable accounts.

When the error is adverse to the customer, a credit adjustment will be made to the account for the amount charged due to incorrect metering or due to errors in billing calculations for the period of time that the bills were in error, but not to exceed six (6) months. When the error is adverse to the City, the City may charge the customer the undercharge for the utility service incorrectly metered or billed for the period of time that the bills were incorrect, but not to exceed six (6) months.

D. Minimum Adjustment: No billing adjustment will be made where the full amount of the adjustment is less than $1.00.

E. Payment of Retroactive Billing: The City may accept installment payments for account adjustments issued due to meter, billing, or technical errors. The maximum period of time for such installment payments to be spread may equal, at the discretion of the Utility and Billing Services Director, the same amount of time over which the error existed, but not to exceed six (6) months.

F. Objections to Retroactive Billing: If the customer should object to a retroactive billing, the objection must be made in writing to the Utility and Billing Services Director on or before the Due Date specified for payment of the retroactive bill. Non-payment of the disputed amount will not cause the account to be subject to disconnection; however, the maximum objection period is limited to three (3) months. Thereafter, the account may become subject to disconnection, even if the dispute is unresolved.

During a period of dispute, applicable minimum charges and all properly billed subsequent charges shall be due and payable on each respective due date. Service will become subject to disconnection if current charges become delinquent, even if resolution of the disputed amount is still pending.

G. Routine Testing: These procedures shall not apply to routine testing and/or replacement of meters.

2.2.11 ADJUSTMENT OF BILLS FOR INCORRECT SANITATION CHARGES

Where it has been established that sanitation charges have been incorrectly billed, whether or not the error is adverse to the customer, the City will adjust the billing account for the amount over-billed or undercharged. Such adjustment is to be calculated from the month in which the error occurred; the period subject to retroactive adjustment is limited to six (6) months. If necessary, the City will accept payment in installments over a reasonable period of time, but not to exceed the length of time during which the error existed and not to exceed six (6) months.

2.2.12 ANALYSIS OF APPLICABLE ELECTRIC RATE

Annually, Utility and Billing Services will analyze all nonresidential electric customer accounts that meet one or more of the established criteria for the GS or PLS rate schedules. This will be done in November in order to include the most recent "on peak" months.

The guidelines as set forth in the rate schedules will be the only basis for establishing each customer's billing rate. These guidelines stipulate each customer's appropriate rate; it is not possible for a customer to meet the criteria for more than one rate at a location served by a single meter. The fact that one rate or the other might entail cost efficiencies to the customer who minimally meets the established criteria will not be a consideration; 'kwh' and 'kw' parameters will be the only factors for determining the correct billing rate. Once the rate is established, that rate will be in effect for the following 12 months of billing.

New commercial customers will normally be placed on the GS rate for their first three full months of operation. At the end of this time, the account will be evaluated to determine the customer's appropriate billing rate. If the criteria indicate that the PL-S rate would have been the correct rate, the customer's rate will be changed and there may be a one-time adjustment for the difference that would have resulted had the customer been on the PL-S rate since inception of service. However, no additional billing will result if the PL-S rate would have incurred higher monthly bills. Future assessments will occur in November of each year, but there will be no retroactive adjustments.

Since the City will perform annual analyses of high usage accounts, it will be the City's task to assign the appropriate annual rate. No notifications of rate changes will be sent to customers; contracts for selection of rate will not be relevant; no credits for being on an inappropriate rate will be forthcoming.

CHAPTER 3

CREDIT AND COLLECTION POLICIES

2.3.1 DELINQUENT ACCOUNTS

Charges for utility service shall be due and payable monthly on such dates as shall be determined by the City of Stillwater, Utility and Billing Services Division. Each customer's monthly bill shall have printed thereon the date on which payment is due in full. If a monthly bill is not paid by the indicated due date, a late payment charge is assessed and the account is delinquent and becomes subject to disconnection.

2.3.2 NOTIFICATION OF DISCONTINUATION OF SERVICE

In the case of discontinuation of service due to non-payment of account, the following procedures shall apply, except as otherwise provided for in these policies:

A. A written notice stating the amount that must be paid in order to avoid discontinuation of service shall be sent by mail to the mailing address of the customer or sent by electronic notification to an account provided by the customer.

B. The notice shall be sent at least five (5) business days prior to the disconnect date shown on the notice. The customer has the right to contact Utility and Billing Services and request a review of the account and/or meet with a representative in the event the customer disagrees with the amount due.

2.3.3 DISCONNECTION OF SERVICE

A. Disconnects with Prior Notice:
The City may discontinue utility service to a customer for the reasons set forth below, as long as notification of impending discontinuation of service has been sent to the customer in a timely manner, as set forth herein these policies, and in such manner as the City deems necessary and appropriate. Failure to receive or acknowledge notification shall not be cause for delay of the disconnection. Disconnection may take place at any time during normal working hours on or after the day designated for disconnect.

1) Nonpayment of any bill, or any portion of a bill, properly rendered by the City to the customer for any utility service.

2) Refusal by the customer to provide reasonable access for authorized City personnel to read, service, or otherwise maintain City equipment located on customer's premises, in accordance with these policies.
3) Violation of or noncompliance with an approved rule of service of the City, including these Terms and Conditions of Service.
4) Violation or noncompliance with of any rule or regulation of any applicable federal, state, municipal, or other local laws, rules, or regulations.
5) Failure by the customer to complete a Contract for Utility Services or to furnish a deposit.
6) Failure by the customer to complete the Contract for Utility Services in the true name of the customer.
7) Returned checks, bank drafts or electronic payments.
8) A household member, as defined in definitions, who owes a previous bill to the utility company.

B. Disconnects with Simultaneous Notice:
The City may discontinue utility service without advance notice to a customer for any of the reasons set forth below. However, notice will be posted at the premises at the time of discontinuation of service, indicating the reason for the disconnection.

1) Existence of a dangerous or defective condition of wiring, plumbing, or utility-related equipment on customer's premises.
2) Fraudulent use of electricity or water.
3) Tampering with the City's regulating and measuring equipment or other property.

C. Disconnects without Notice:
Under the following conditions, utility service may be disconnected without notification, either prior to or at the time of disconnect. Notice of the original disconnect date will have been made in writing at the time that the related agreement was signed, a copy of which was then given to the customer.

1) Expiration of a Temporary Utility Service Agreement.
2) Failure to comply with the terms of a Utility Payment Extension Agreement.

2.3.4 EXTENSION OF TIME TO PAY

A. If a customer is unable to pay an outstanding amount on a utility bill and is in danger of service being disconnected, the customer may request an extension of up to fourteen (14) days to pay the account, provided that:

1) A Utility Payment Extension agreement is completed and approved by Utility & Billing Service representatives.
2) The amount of the agreement includes the entire balance of the account, and;
3) Such agreement is executed prior to the employees' arrival at the premises to disconnect the utilities.
4). A 3 day extension may be granted for the only disconnection amount and agreement is executed prior to an employees' arrival at the premises to disconnect the utilities.

B. Only two (2) extensions may be granted within any calendar year and each extension is limited to a maximum of fourteen days. Two extensions may be granted in succession only if approved by a Supervisor.

C. Failure to comply with the terms of any extension agreement will result in disconnection of service without further notice. No additional extension will be granted for one year from the date of the broken agreement.

D. Additional extension time may be granted due to special circumstances at the discretion of the Utility & Billing Services Director or their designee.

2.3.5 DISHONORED CHECKS, BANK DRAFTS OR *ELECTRONIC TRANSFERS*

In the event a customer should offer payment for any utility bill, deposit, fee, or portion thereof, by means of a check, bank draft or electronic transfer which is not honored by the payer's bank for any reason, a service charge shall be assessed.

Notification shall be delivered to the customer's premises that a check, bank draft, credit card payment or electronic transfer has been returned unpaid. Failure to replace the dishonored check, bank draft or electronic transfer and service charges with cash, certified check, credit card or cashier's check before 9:00 a.m. on the disconnection date will result in immediate disconnection of utility service.

The City may resubmit a dishonored check or bank draft to the bank on which it was drawn only upon the payer's specific request to do so. The City reserves the right to contact the payer's bank to insure that sufficient funds are available to cover the amount of the check, should the customer request its resubmission. If resubmitted, the return check charge will be billed to the customer's utility account.

In the event that two (2) dishonored payments have been tendered to the City of Stillwater as payment for utility service within a calendar year, payment of monthly bills by such customer for the remainder of the calendar year shall be accepted only when tendered by certified or cashier's check, cash or by credit card.

2.3.6 RECONNECTION OF SERVICE

When any utility service has been disconnected, reconnection shall occur only upon certified correction of the condition that caused the disconnection, including payment of any applicable costs and/or penalties, upon payment of the total past due amounts, and upon payment of all fees. Furthermore, the deposit amount will be subject to review, based on the deposit fee schedule. Under no circumstances will the deposit be less than the currently existing deposit on the account.

2.3.7 SUMMARY OF CUT-OFF POLICIES

A. Commercial accounts:
   1) Weather does not affect cut-off;
   2) Payment of all past due amounts made before 9:00 a.m. of the day indicated for cut-off will stop cut-off procedures;
   3) Returned checks, returned bank drafts or returned electronic payments are to be picked up with cash, cashier's check or by credit card by 9:00 a.m. on the disconnection date.

B. Residential accounts:
   1) Service will not be cut off when weather forecasts indicate that the temperature will fall to thirty-two (32) degrees Fahrenheit or below;
   2) Service will not be cut off when weather forecasts indicate that the heat index will be above one hundred (100) degrees Fahrenheit on the disconnection day;
   3) Payment of all past due amounts made before 9:00 a.m. of the day indicated for cut-off will stop cut-off procedures; returned checks, bank drafts, or electronic transfers are to be picked up with cash by 9:00 a.m. the first business day after the customer has been notified that a check or bank draft has been returned to the City;
   3) Service will not be disconnected on the day before any legal holiday;

4) Service will not be disconnected during Christmas holidays (December 23 - January 1).

2.3.8 COLLECTION POLICIES

A) Once staff has arrived at the location or service has been disconnected, payment of the entire past due balance on the account and/or any additional deposit and fees ~~is~~ shall be required before service is left on or turned back on.

B) Employees responding to calls for connections or reconnections will carry a receipt book in order to record and provide customer receipts for payments taken in the field. Employees will not accept cash. Applicable charges will need to be paid no later than 9:00 a.m. on the first business day after service was connected to the Utility and Billing Services Division. If payment is not received the service will be disconnected.

C) Agreements granting extensions of time for payments on account must be approved by the Utility and Billing Services Director or an authorized representative.

D) If a designated cut-off date for which proper notification has been given is delayed because of inclement weather, service may be cut within the next five working days without further notice. If service cannot be cut within that time frame, a new cut-off day shall be established and a second notification shall be given indicating the new cut-off day.

E) The city reserves the right to use an outside collection agency.

CHAPTER 4

FRAUDULENT USE OF UTILITY SERVICES

2.4.1 CUSTOMER'S RESPONSIBILITY FOR CITY PROPERTY

A. No person shall deface, damage, or destroy any City property.

B. No regulating or measuring equipment or other property or equipment owned by the City, wherever situated, whether upon the customer's premises or elsewhere, shall be tampered with, removed, worked on, or interfered with, either for the purpose of adjustment or otherwise, except by authorized representatives of the City acting in their official capacity.

C. The customer shall be responsible for all damage to or loss of City property located on the premises of said customer, unless the damage or loss is proven to be beyond the customer's control. In addition, the customer shall be responsible for any and all costs incurred by the City in the removal, relocation, or modification of the City's property, equipment, or facilities when such removal, relocation, or modification has been necessitated by some act of the customer and results in inaccessibility, danger, or interference with utility service.

2.4.2 RESALE AND/OR SUB-METERING

A. Utility service delivered to customers shall be for use upon the premises of the customer only. Utility service shall not be resold off the premises or delivered for use off the premises.

B. No person shall allow sub-metering for any utility service without express, written authorization and consent by the City.

2.4.3 METERED SERVICE

It shall be unlawful for any person to receive or use any utility service from the City's distribution systems which has not passed through a meter. All meters must meet all City

specifications and all the provisions of these Terms and Conditions. No person shall install piping or wiring or make connections or attach pipes or wires to service lines in such a manner that service may be obtained without being supplied according to these Terms and Conditions.

2.4.4 EVIDENCE OF UTILITY SERVICE DIVERSION

Proof of the existence of or an attempt to create any bypass, tampering, or unauthorized metering shall be deemed prima facie evidence that the customer at the premises where such bypass, tampering, or unauthorized metering or an attempt thereof occurred had knowledge of the bypass, tampering, or unauthorized metering or an attempt thereof, if it is proved that the customer is an occupant of the premises and that said customer had or controlled access to the meter or other utility equipment where the bypass, tampering, or unauthorized metering or attempt thereof occurred.

2.4.5 TAMPERING WITH SERVICE EQUIPMENT

A. It shall be unlawful for any unauthorized person to turn on service or otherwise tamper with shut-off devices on City metering equipment in any way, form, or manner.

B. Tampering, bypassing, or unauthorized use of a meter, which is both subterfuge and a possible safety hazard, shall be grounds for immediate disconnection of service. Notification shall be delivered to the premises at the time of discontinuation of service. Service shall not be reconnected until any and all deficiencies in wiring, connections, meters, or other facilities at the premises have been repaired, corrected, or otherwise altered to conform to the requirements of all applicable ordinances, rules, and regulations.

C. In addition, all charges and bills, whether current, past due, and/or estimated, must be paid in full before service is restored. The amount of deposit shall be reviewed and may be subject to change, as if the account were being activated for new service. Any new deposit amount stipulated as a result of this review shall not be less than the currently-existing deposit.

2.4.6 PENALTIES FOR UTILITY SERVICE DIVERSION

Diversion of utility services under the provisions of these Terms and Conditions is a violation of Stillwater City Code and violators are subject to prosecution. The City may estimate any and all usage's not recorded as a result of tampering, bypassing, and/or unauthorized metering and bill an amount resulting from the estimated calculations. Such estimations may be derived from actual usage for the same account at a time when usage was known to be accurate, or in comparison with other premises of a similar size or nature, or in accordance with any other method that the Utility and Billing Services Director shall deem prudent and reasonable.

CHAPTER 5

CUSTOMER INQUIRIES OR OBJECTIONS

Customer inquiries or objections should be submitted in writing pursuant to the following:

A. Customer may submit an inquiry or protest in writing specifically identifying the area of Concern or dispute including any supporting data or other pertinent information substantiating the concern or dispute. The concern or dispute shall be emailed to the Utility and Billing Services Director at utilitypayments@stillwater.org. The Utility and Billing Services Director will investigate the concern and review the findings with necessary staff

representatives. The Utility and Billing Services Director will then reply in writing within five (5) working days of the date the concern or dispute is received.

B. If the customer is not satisfied with the Utility and Billing Services Director's written reply, an appeal may be made in writing within five (5) working days to the City Manager or designee. The City Manager or designee will ascertain all facts within ten (10) working days after receiving the notice of appeal. The City Manager or designee may hold a hearing and invite witnesses if deemed necessary. The City Manager or designee will provide findings and a decision within ten (10) working days following the date of the hearing. There are no further steps in the protest process.

CHAPTER 6

ADVANCED METERING INFRASTRUCTURE (AMI) OPT-OUT

2.6.1 AVAILABILITY

This Policy is only available to residential customers who elect non-standard meter service in lieu of the standard communicating smart meter service and/or elects not to have a transmitter attached to their water meter.

Opt-Out Customers will receive meter service through a non-communicating meter of the SEU's choice. The SEU shall read and inspect every non-communicating meter for the Opt-Out Customers manually once a month.

2.6.2 RATES & CHARGES

All charges and provisions of the residential rate shall apply. In addition, customers who elect service under this Policy will be charged an Enrollment Fee and a Monthly Fee. The Enrollment fee consists of an initial lump sum payment. The Monthly Fee will recur each month. Fees related to the Opt-Out policy are reflected in the non-rate revenue fee schedule.

2.6.3 CUSTOMER REQUEST TO OPT-OUT

To enroll in the Opt-Out program, the customer must:

A. Sign and return to the SEU Acknowledgement Form to Utility & Billing Services.
B. Pay the required, non-refundable Enrollment Fee.
C. Affirm the right of SEU personnel to access the meter(s).

By signing the Acknowledgement Form, the customer accepts the fees, requirements, and limitations of non-standard metering service as detailed in the Acknowledgement Form. After signing and returning the Acknowledgement Form, paying the applicable Enrollment Fee, and acceptance by the SEU, a non-standard electric meter will be installed and/or the reading device will be removed from the water meter.

Customers taking service under this Policy relocating to a new premises who wish to continue service under this Opt-Out policy are required to request new service under the Policy including payment of the Enrollment Fee for the new premise. Customers who cancel service under this Policy, and then later re-enroll for this service at any location, would also be required to pay another Enrollment Fee.

Service under this policy will be terminated if a customer:

A. Has obstructions that prevent meter access for meter reading and/or meter maintenance after SEU's reasonable attempt to access the meter, such as lock gate, dogs or other hazardous conditions to staff.

B. SEU personnel is denied safe access to the non-standard meter.
C. Have had occurrences of equipment tampering or electric diversion (past or present).
D. Has had service disconnected for lack of payment 2 times in a 12 month period.
E. Has a documented threat to SEU and/or Customer Service staff (past or present).

A customer who has requested non-standard metering service may, at any time, terminate non-standard metering and request an AMI Smart meter and/or an MTU be installed on a water meter, at which time the Monthly Fee will no longer be applicable. There will be no charge to replace the meter with an AMI Smart meter or install the recording device on the water meter.

SECTION III

DEFINITIONS

Wherever the following words or phrases are used in these Terms and Conditions of Service, the following definitions shall apply: (See Section 5.1.15 for Electric Service Rules definitions.)

BYPASS or BYPASSING shall mean any wire, cord, socket, pipe, motor, or other instrument, device, or contrivance connected to the electric or water supply system or any part thereof, so as to transmit, supply, or use any electricity or water without the electricity or water passing through an authorized meter for measuring or registering the amount of such electricity or water.

CITY shall mean the City of Stillwater.

COUNCIL shall mean the duly elected body of officials which, among other duties, is chiefly responsible for the development and enactment of the ordinances and resolutions that govern the affairs of the municipality of the City of Stillwater, Oklahoma.

CUSTOMER shall mean any person, firm, partnership, corporation, agency, or legal entity, including authorized agents or employees of an owner, who has assumed responsibility for and/or receives utility service of any nature for any given premises.

UTILITY AND BILLING SERVICES DIRECTOR shall mean the party chiefly responsible for, among other duties, ascertaining deposit amounts, assuring the accuracy of account maintenance and timely distribution of utility bills, overseeing credit and collection procedures, and reviewing the activities of the meter reading and utility service staff.

DIRECTOR OF ELECTRIC UTILITY shall mean the party chiefly responsible for, among other duties, all technical aspects of electric service, as provided by the City of Stillwater to its customers.

DIRECTOR OF FINANCE shall mean the party chiefly responsible for, among other duties, all fiscal record-keeping within the City of Stillwater.

DIRECTOR OF WASTE MANAGEMENT shall mean the party chiefly responsible for, among other duties, all technical aspects of waste management service, as provided by the City of Stillwater to its customers.

DIRECTOR OF WATER RESOURCES AND WATER UTILITIES DIRECTOR shall mean the party chiefly responsible for, among other duties, all technical aspects of water and waste water services, as provided by the City of Stillwater to its customers.

DWELLING UNIT shall mean any living unit containing kitchen appliances and facilities used for residential dwelling, either continuously or part-time. A weekend cabin or mobile home is a dwelling unit.

ELECTRICITY shall mean electric power and energy produced, transmitted, distributed, or furnished by the City.

HOUSEHOLD MEMBER shall mean anyone who is listed on the lease arrangements or a sub-lease thereof, is listed on the mortgage, or is in a spousal relationship with said person.

LEGAL HOLIDAYS shall mean those days declared by the Council to be days on which City offices are not open for business.

METER shall mean any device or devices, installed and approved for use by the City, used to measure or register electric power and energy or water consumption or waste water discharged.

NORMAL WORKING HOURS shall mean the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of legal holidays.

POINT OF DELIVERY shall mean the point at which the utility supply system of the City connects to the wiring or piping system of the customer.

PREMISES shall mean any piece of land or real estate or any building or other structure or portion thereof or any facility where utility service is furnished to a customer, including dwelling units as defined herein.

WASTE MANAGEMENT shall mean garbage, refuse collection, recycling and yard waste service furnished by the City.

SERVICE or UTILITY SERVICE shall mean the supplying by the City of electricity, water, waste water, and/or garbage collection, or any combination thereof.

TAMPER or TAMPERING shall mean damaging, altering, adjusting, or in any manner interfering with or obstructing the action or operation of any meter provided by the City for measuring or registering the amount of City utility service passing through such meter.

TRUSTEES shall mean the elected members of the Council who simultaneously serve as Trustees of the Stillwater Utilities Authority.

UNAUTHORIZED METERING shall mean the installation, connection, moving, reconnection, removal, or disconnection of any meter or metering device for utility service by any person other than an employee of the City acting in an official capacity.

WASTEWATER shall mean wastewater service furnished by the City.

WATER shall mean water service furnished by the City.

SECTION IV

UTILITY DEPOSITS

CHAPTER 1

DEPOSIT SCHEDULES

4.1.1 RESIDENTIAL DEPOSIT SCHEDULE

A. Any service or combination of services, without electricity:

1)	No risk	$ 00.00
2)	Minimum risk	$ 50.00
3)	Maximum risk	$100.00

B. "Senior Citizen": over 62, and living in the residence for which service is being requested.

1)	No risk	$ 00.00
2)	Minimum risk	$ 50.00
3)	Maximum risk	$200.00

A. Any service or combination of services with electricity:

1)	No risk	$ 00.00
2)	Minimum risk	$100.00
3)	Maximum risk	$200.00

Level of risk will be determined based on credit report risk factor and/or City utility records. Accounts which have been closed due to non-payment or been processed for collections will be considered a maximum risk. A customer with no more than two late payments or any disconnections notices in the past 18 months of when service was provided, will be considered no risk.

The deposit shall not be less that the existing deposit that was on the account prior to being closed due to non-payment.

Refusal or inability to provide necessary information to obtain a credit report will result in the maximum deposit amount. BANKRUPTCY will result in the maximum amount allowed under the deposit schedule.

Accounts turned off for non-payment or have had a trip to the residence to turn off services will be required to pay an additional $25.00 towards the deposit once the maximum amount has been reached.

4.1.2. COMMERCIAL DEPOSIT / NON-RESIDENTIAL SCHEDULE

Deposits shall be taken in the amount of two months' billing average, actual or estimated, as calculated from the City's records with a minimum deposit of $100.00. If additional deposit is required due to payment history or if service is disconnected due to non-payment, it shall be based on three months' billing average for the location.

Once staff has arrived at a location to disconnect service for non-payment, the amount necessary to bring the account to the maximum deposit amount (three months average) or an additional $100 if the maximum amount has been reached must be paid.

BANKRUPTCY will result in the maximum amount allowed under the deposit schedule.

4.1.3. HYDRANT METERS

Hydrant meter deposit shall be $2,000.

FEES AND CHARGES FOR UTILITY SERVICES

INSTALLATION AND RECONNECTION FEES

1. $25.00 processing installation fee, billed to the account, when deposit installation is made during normal working hours.

2. $40.00 disconnect fee if a trip is made to the service address to disconnect service due to non-payment, collected at the time service is left on.

3. $25.00 reconnection fee, collected with payment to account, when reconnection is made during normal working hours.

4. $25.00 disconnect fee, billed to account, when temporary service arrangements have not been completed according to the terms of the agreement.

5. $25.00 processing fee, prepaid in cash for installation of new service or $50.00 reconnection fee, when reconnection for non-payment is made during after-hour service hours.

6. $20.00 reconnection fee for replacing a water meter removed for the purpose of avoiding base charges.

7. $54.00 installation, removal or relocation of a hydrant meter assembly.

8. $25.00 per load customer service fee for the purchase of bulk water.

9. $55.00 enrollment fee for advanced metering infrastructure (AMI) opt-out customers. Enrollment fee is applicable each time a customer moves locations.

10. $55.00 change meter fee if customer elects to be an AMI opt-out customer and there is currently installed an AMI electric smart meter or MTU water device at the service location. An AMI opt-out customer utilizing a non-standard meter or that does not have a water MTU that requests to terminate opt-out status and return to an AMI smart-meter and/or have the water MTU reinstalled shall not be subject to the change meter fee for the first request. Additional requests to opt-in or opt-out that requires a meter change or MTU installed at the same service location shall be subject to the change meter fee.

11. $28.00 monthly recurring fee shall be charged to the utility account of AMI opt-out customers.

MISCELLANEOUS FEES AND CHARGES

1. METER TEST FEES:

Electric Meters	$28.50 per test
Water Meters	$44.00 per test

2. PENALTY FEE:

10% of a customer's total utility account balance outstanding at the time that each monthly bill is determined to be past due **or $2,500.00; whichever is less**.

3. RETURNED CHECK, BANK DRAFT SERVICE CHARGE OR ELECTRONIC PAYMENT:

   $25.00 per check or bank draft.

4. STOP PAY FEE:

   $25.00 if less than 6 months since the date the check was issued.
   $0 if greater than 6 months since the date the check was issued.

5. CUT-OFF NOTICE FEE:

   $5.00 if a cut-off notice is mailed due to non-payment, with no charge on the first notice within each 12 month period.

REPORT TO: CITY COUNCIL & SUA

MEETING DATE: AUGUST 7, 2023

Agenda Item:	CC-23-128 SUA-23-47
Prior Council Action/Related Items:	SUA-21-4 Recommendation to develop Advanced Metering Infrastructure OPT-Out Policy
Background:	• The Advanced Metering Infrastructure project is underway and staff has received requests from a small number of customers who wish not to participate in the AMI program.
Solution:	• Therefore, the Terms & Conditions of Service have been updated to include an Advanced Metering Infrastructure Opt-Out Policy as well as an updated Non-Rate Fee Schedule as it pertains to the opt-out policy. • The following have been added to Terms and Conditions of Service: ✓ **Chapter 6 OPT-OUT Policy** – Policy that will allow customers to opt out of having an electric AMI meter or water meter transmission unit (MTU) installed on their property. ✓ Addition of fees to the Non-Rate Fee Schedule as a result of the Electric Cost of Service Study performed by consultant Lisa Vedder. These fees will assist in recovering the direct and in-direct costs associated with servicing the meters of those customers who choose to opt out of the AMI program.
Financial Impact/Funding Source(s):	Requires no budget changes.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal transparency and outstanding customer service. #4 Connected Spaces: To develop a strong sense of place by providing opportunities and services, such as transportation, utilities, and parks to best meet the needs of the public.

Recommended Action/Motion:	Staff recommends adoption of Resolutions CC-2023-25 on the City Council agenda and SUA-2023-6 on the SUA agenda. .
Prepared By:	Dana Mattox, Utility & Billing Services Director
Reviewed By:	Melissa Reames, Deputy City Manager Patti Osmus, Assistant to City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachment:	SUA-21-4

ORDINANCE NO. 3525

AN ORDINANCE REZONING APPROXIMATELY 53 ACRES OF PROPERTY LOCATED EAST OF 12TH AND BLAKELY AND NORTH OF STILLWATER CREEK, INCLUDING PROPERTY MORE COMMONLY DESCRIBED AS 1200 S. ADAMS STREET AND 1201 S. ADAMS STREET, FROM OFFICE (O) AND AGRICULTURE (A) TO PUBLIC (P).

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

Parcels located East of 12th and Blakely and North of Stillwater Creek, including property more commonly described as 1200 &1201 South Adams Street:

THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, LESS AND EXCEPT 3 TRACTS:

TRACT 1: A TRACT DESCRIBED AS A PORTION OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, AND LYING SOUTH OF THE CENTER LINE OF STILLWATER CREEK, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER (SE/COR) OF SAID SECTION TWENTY-TWO, THENCE NORTH ALONG THE EAST LINE OF SAID SECTION TWENTY-TWO (22) A DISTANCE OF 350.00 FEET, MORE OR LESS, TO THE CENTER LINE OF STILLWATER CREEK; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF STILLWATER CREEK TO THE WEST LINE OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) A DISTANCE OF 1176.0 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER (SW/COR) OF THE EAST HALF (E/2) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22); THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION TWENTY-TWO (22), A DISTANCE OF 1326 FEET.

TRACT 2: A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER (NE/COR) OF SAID SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 89°57'40" WEST (ASSUMED BEARING) ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22), A DISTANCE OF 527.98 FEET; THENCE SOUTH 0°53'30" EAST A DISTANCE OF 46.31 FEET; THENCE LEFT ALONG A CURVE OF 240 FEET RADIUS A DISTANCE OF 373.73 FEET; THENCE NORTH 89°53'10" EAST A DISTANCE OF 86.50 FEET; THENCE RIGHT ALONG A CURVE OF 160 FEET RADIUS A DISTANCE OF 251.65 FEET; THENCE DUE EAST A DISTANCE OF 40.00 FEET TO THE EAST LINE OF SAID SECTION TWENTY-TWO (22); THENCE DUE NORTH ALONG SAID EAST LINE A DISTANCE OF 442.76 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE EAST 33.00 FEET THEREOF, AN EXISTING RIGHT OF WAY CONTAINING 3.07 ACRES, MORE OR LESS.

TRACT 3: A TRACT OF LAND IN THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION TWENTY-TWO (22), TOWNSHIP NINETEEN (19) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, PAYNE COUNTY, STATE OF OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22), 527.98 FEET WEST OF THE NORTHEAST CORNER (NE/COR) OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 40 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22) A DISTANCE OF 402.02 FEET; THENCE SOUTH 10 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION TWENTY-TWO (22) A DISTANCE OF 390 FEET, MORE OR LESS TO THE WEST LINE OF THE NORTHEAST QUARTER (NE/4) OF THE SOUTHEAST QUARTER (SE/4) OF SAID

SECTION TWENTY-TWO (22); THENCE EAST 792.02 FEET MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.82 ACRES, MORE OR LESS.

be and the same is hereby rezoned from Office (O) & Agriculture (A) to Public (P).

PASSED, APPROVED, AND ADOPTED THIS ___ DAY OF _____, 2023.

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2023.

_____
TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 08/07/2023
Second Reading:

REPORT TO: CITY COUNCIL

MEETING DATE: AUGUST 7, 2023

Agenda Item:	CC-23-129
Background / Issue:	**Bicyclist and Pedestrian Ad Hoc Citizen Advisory Committee (BPAC)** • The Mayor and City Council created the BPAC to advise City Administration on matters related to the completion of certain enumerated transportation related project and events. BPAC should consist, to the fullest extent possible, of persons who utilize non-motorized modes of transportation across city streets, sidewalks, trails, and/or other public ways, including, but not limited to a competitive or other "serious" bicyclist, transportation and recreational bicyclist, bicycle safety professional, runner or jogger, transportation and recreational walker, and differently-abled person. • BPAC may review and provide recommendations regarding pedestrian and bicycling needs in accordance to plans such as the STEP and Multi Use Trail & On-Street Bicycle Friendly Community Designation. • Assist with preparation of City sponsored applications for pedestrian and bicycling programs. • BPAC is advisory only, and not subject to the requirements of the OK Open Meeting Act. • Community members recently contacted staff about restarting BPAC meetings. Because of the time lapse between the original committee meetings and now, new applications were solicited and received. • Staff liaisons assigned to BPAC are David Barth and Ethan Mattox from the Engineering Department.
Proposal/Solution:	• Applications have been received from: ✓ Mary Hoyt ✓ Nimalka Weerasuriya ✓ Kevin Mussett ✓ Cynthia Gedra ✓ Paul Christian ✓ Chris Peters ✓ Kimberly Holmes ✓ Shelby Keller

	• Staff recommends all applicants be appointed to serve on the Bicycle & Pedestrian Ad Hoc Advisory Committee.
Related Strategic Priority:	#6 Civic Engagement: To encourage participation and an understanding of government through outreach and inclusiveness.
Recommended Action/Motion:	Recommend to Mayor Joyce the reappointment of the applicants as listed in this report to serve on the Bicycle & Pedestrian Ad Hoc Advisory Committee.
Prepared By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Brady Moore, Interim City Manager
Attachments:	Applications

Rec'd 07.24.23

stillwater.org/page/home/government/advisory-boards-committees/online-application-for-citizen-boards-committees

Online Application for Service on City of Stillwater Citizen Boards & Committees

View: Comprehensive List of Advisory Boards & Committees.

Your completed online application will be sent via email. To confirm receipt of your application or to a ask question, contact the assistant to the city manager at 405.742.8209 or Patti.Osmus@stillwater.org.

Appointments to citizen boards & committees are governed by Article III, Sec. 2-114 Code of Ordinances. Applications are kept on file for three years.

Name:
Mary Hoyt

Address:
306 Tan Tara St. Stillwater 74074

Phone:
405-334-2499

E-mail:
mryhoyt@gmail.com

Date:
7/21/23

Name of board/committee:
BPAC

Why are you interested in serving on this board/committe?:
I am an avid cyclist in Stillwater and the surrounding area and have an interest in making Stillwater a safe and efficient area for all levels of the sport.

Qualifications for serving on this board/committee?:
I am a retired teacher/speech pathologist for Stillwater public schools. I have served on several committees within my school. I am an experienced cyclist.

Rec'd 07.12.23

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Name:
Nimalka Weerasuriya

Address:
311 W 4th Ave

Phone:
405 762 9663

E-mail:
nweeras@okstate.edu

Date:
07-12-23

Name of board/committee:
BPAC

Why are you interested in serving on this board/committe?:
I am a Stillwater cyclist, for recreation and commuting to and from work and other amenities around town and would like to be involved in the decisions City Council makes that affects the accessibility of non-motorized vehicles and pedestrians in this town.

Qualifications for serving on this board/committee?:
I live in Stillwater and cycle.

Recd 07.11.23

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Name:
Kevin Mussett

Address:
3801 S Country Club Rd, Stillwater, OK

Phone:
4058802568

E-mail:
Kmussett@aol.com

Date:
7/10/2023

Name of board/committee:
BPAC

Why are you interested in serving on this board/committe?:
I'm a long-time bicycling advocate

Qualifications for serving on this board/committee?:
I've been active in area for many years

Rec'd 07.10.23

stillwater.org/page/home/government/advisory-boards-committees/online-application-for-citizen-boards-committees

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Name:
Cynthia Gedra

Address:
1416 South Mansfield Drive

Phone:
4052693540

E-mail:
clmgedra@gmail.com

Date:
7/9/2023

Name of board/committee:
Bicycle and Pedestrian Ad Hoc Advisory Committee (BPAC)

Why are you interested in serving on this board/committe?:
I have served on this committee in the past, and I feel that the work we have advocated for has had a positive impact on our community.

Qualifications for serving on this board/committee?:
I am a cyclist resident of Stillwater who has previous experience serving on this committee. I am a bord member of Bike Oklahoma, a cycling advocacy and education organization.

Rec'd 07.10.23

stillwater.org/page/home/government/advisory-boards-committees/online-application-for-citizen-boards-committees

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Name:
Paul Christian

Address:
6919 N. Western Rd.

Phone:
405-747-5135

E-mail:
ptchristian88@gmail.com

Date:
07/10/2023

Name of board/committee:
BPAC Committee.

Why are you interested in serving on this board/committe?:
I am a member of the cycling community and would love to help with using my professional experiences in the construction industry.

Qualifications for serving on this board/committee?:
I am a cyclist and part of the community. My knowledge in construction will help.

Rec'd 07.05.23

stillwater.org/page/home/government/advisory-boards-committees/online-application-for-citizen-boards-committees

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Name:
Chris Peters

Address:
1116 W. Thomas Ave.

Phone:
405-314-6629

E-mail:
mrchrispeters@gmail.com

Date:
06/30/23

Name of board/committee:
BPAC

Why are you interested in serving on this board/committe?:
I had the privilege of attending BPAC from 2018-2020. During that time, we made progress along with City Engineering on better solutions for active and safer transportation for people. Since that time amazing new opportunities have presented themselves due to the hard work of city staff and advocates. Connecting the Kameoka trail, the upcoming 6th Ave/Hwy 51 rebuild and envisioning a new Duck St. will transform Stillwater for the next generation.

Qualifications for serving on this board/committee?:
I have previous experience on BPAC and other public transportation project committees. I spent two years helping to motivate downtown merchants to organize, ultimately forming the Downtown Stillwater Association. That experience helped me learn to engage with city staff productively. In 2020 I was also involved with the early incarnation of Vibrant Stillwater. Attending and helping lead the Zoom book club that dived into Quint Studer's book, "Building a Vibrant Community."

Rec'd 07.05.23

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Name:
Kimberly Holmes

Address:
712 N Grandview Street, Stillwater OK 74075

Phone:
405-564-4767

E-mail:
kimtoscanoholmes@gmail.com

Date:
7/5/23

Name of board/committee:
Bicycle and Pedestrian Ad Hoc Committee

Why are you interested in serving on this board/committe?:
I want to help improve safety for active transportation in the city, from safe road crossings to designated bike paths. Not everyone has the luxury of traveling by car, and several areas do not have adequate sidewalks or safe crossings. As a university community, we also have a large number of people commuting to and from campus via bicycle, on foot, by skateboard and other non-vehicle modes of transportation. We need to keep the streets safe for all travelers, while also investing in off-street routes.

Qualifications for serving on this board/committee?:
I am a cyclist and have kept up to date on transportation and recreation planning in Stillwater by attending public sessions concerning the 6th street corridor, block 34, and other initiatives. I have a passion and vision to see Stillwater continue to grow as a bicycle-friendly community. I have a long history of serving on committees, both professionally and as a volunteer.

Rec'd 07.05.23

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Name:
Shelby Keller

Address:
131 S Lewis St. Stillwater, OK 74074

Phone:
4054430504

E-mail:
shelby.keller@okstate.edu

Date:
7/5/2023

Name of board/committee:
Bicycle and Pedestrian Ad Hoc Committee, BPAC

Why are you interested in serving on this board/committe?:
I am cyclist and use multi-modal transportation to navigate Stillwater. I also care about the health and well-being of my fellow pedestrians. I am interested in serving on this committee because I believe in advocating for cyclists and pedestrians safety and needs and creating a pedestrian inclusive environment. By serving on this committee, I would actively be able to advocate and ensure that residents voices and needs are being met and heard. Serving on this committee would allow me to work with city government to ensure that infrastructure, projects, etc. consider and implement multi-modal ways of transportation.

Qualifications for serving on this board/committee?:
I am a local cyclist and pedestrian advocate. I worked with fellow cyclist and pedestrian advocates to create the letter of support that was sent to City Council. I was also responsible for getting all of the signatures for the letter of support. I have been in every step of the process in revitalizing BPAC, including attending the meeting where two other advocates, including myself, met with the engineers appointed to BPAC to discuss what the next steps for BPAC are.