



Together, Investing in Municipal Excellence

CITY COUNCIL MEETING AGENDA

FEBRUARY 26, 2024

723 S. Lewis Street, Room 1122 B

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. Presentations

a.	Presentation of the Stillwater Travel Guide for Kids by Kids Highland Park Elementary School's 5th Grade Gifted & Talented Students
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4. Consent Docket

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

a.	Approve February 5, 2024, regular meeting minutes		
b.	Approve purchase of property addressed as 4099 N. Land Run Drive needed to allow access to a portion (.6198 acres) of the northern part of Wright Drive, which is adjacent to Stillwater Regional Airport and located on private property with no right-of-way or easement, for a purchase price of \$17,686 and authorize the City Manager	CC-24-14	Candy Staring

	to execute the purchase agreement		
c.	Approve budget amendments reflecting receipt and expenditure of grants totaling \$1,757 from the Oklahoma Library Association to Stillwater Public Library	CC-24-13	Stacy Delano
d.	Approve budget amendment to increase revenue projections to reflect the award of the 2023 Oklahoma Energy Efficiency Lighting Retrofit Program grant		
e.	Approve Air Service Agreement with American Airlines providing for a Minimum Revenue Guarantee, and the related budget amendment appropriating \$867,000 for the remainder of FY24	CC-24-16	Kellie Reed
f.	Accept temporary construction easement for the parcel at 404 W Lone Chimney Road from Jordan and Katie Lesh for the Long Branch Creek raw waterline repair	CC-24-15	David Barth
g.	Approve budget amendment increasing transfers-in of \$375,000 from General Fund to Transportation Sales Tax Fund for the dedicated portion of the increase in sales tax projections		
h.	Approve budget amendment reflecting an increase in revenue projections of \$2,500,000 to account for increased sales and use tax collections		
i.	Approve budget amendment reflecting transfers-out from General Fund to Stillwater Utility Authority for \$375,000 and Transportation Sales Tax Fund for \$375,000 for the dedicated portion of the increase in sales tax projections		
j.	Approve budget amendments reflecting increase in transfers-out from General Fund and transfers-in to City Capital Fund of \$883,000 for use in future capital projects		

5. Public Comment on Items not Scheduled for Public Hearings

Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at Request to speak form or via the form found in the lobby outside Council chambers 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. | Presentation of the Rural Fire Fee Analysis by NewGen Strategies & Solutions
(No action will be taken on this item) |
|----|--|

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 2024-5: A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A FISCAL YEAR 2024 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT APPLICATION FOR MULTI-MODAL CORRIDOR IMPROVEMENTS TO ENHANCE SAFETY, CONNECTIVITY, AND ECONOMIC GROWTH IN STILLWATER. |
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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.

Second Read

- | | |
|----|---|
| a. | ORDINANCE NO. 3531: AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 6001 & 6099 NORTH PERKINS ROAD FROM SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT (RSS) TO GENERAL INDUSTRIAL DISTRICT (IG) |
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10. Appointments

- | | |
|----|--|
| a. | Appointments to the Washington School Advisory Committee |
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11. Reports from Officers and Boards

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

- | | |
|----|---|
| a. | Miscellaneous items from the City Attorney |
| i. | Request for an Executive Session pursuant to 25 O.S. §307(B)(4) involving confidential communication between the City Council and City Attorney concerning pending PFAS litigation and class action settlements with 3M and Dupont, including whether to join the settlements. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. |

b.	Miscellaneous items from the City Manager
c.	Miscellaneous items from the City Council

12. Questions and Inquiries

13. Executive Session

a.	Confidential communication between City Council and City Attorney concerning a pending investigation, claim or action involving PFAS Litigation.
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14. Return from Executive Session

a.	Possible action regarding PFAS litigation, including possible action to approve joining the settlements.
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15. Adjourn

On February 22, 2024 at 8:30, 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 Optimum channel 14.
- Find meeting agendas and minutes online at [Agendas and Minutes](#)
- Official minutes are archived in the City Clerk's office.

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED FEBRUARY 1, 2024 AT 9:26 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
FEBRUARY 5, 2024**

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.

Councilor Hardin welcomed and introduced OSU College of Engineering students that are attending the Council meeting. He reported that these students are part of a leadership class and one of their assignments was to get involved in the local government.

Mayor Joyce welcomed the OSU students and thanked them for getting involved in their local government.

3. CONSENT DOCKET

- a. Approve January 22, 2024, regular and executive session meeting minutes
- b. Approve the following annual plans for 2024 in compliance with required Federal regulations and initiatives when receiving Federal grant funds:
 - ✓ Anti-displacement Plan
 - ✓ Citizen Participation Plan
 - ✓ Fair Housing Plan
 - ✓ Minority/Women Business Enterprises Utilization Plan
- c. Approve setting March 25, 2024, as the date for a public hearing to close a portion of the East 11th Avenue right-of-way along the north property line of 1101 South Main Street
- d. Approve budget amendment reducing revenue projections in the amount of \$285,947 for the previously closed Stillwater Regional Airport grant #3-40-0090-032-2022, Apron Phase III
- e. Approve budget amendment reducing budget appropriations in the amount of \$389,179 for the previously closed Stillwater Regional Airport grant #3-40-0090--32-2022, Apron Phase III

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN 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.

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

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

5. ITEMS REMOVED FROM CONSENT DOCKET

None.

6. PUBLIC HEARINGS

- a. Receive public comment regarding a request for a Map Amendment to rezone properties addressed as 6001 and 6099 N Perkins Road from Small Lot Single-Family Residential (RSS) to General Industrial (IG)

City Planner Jacquelyn Porter reported that the applicant requests review and approval of a Map Amendment to rezone property addressed as 6001 & 6099 North Perkins Road from Small Lot Single-Family Residential (RSS) to General Industrial (IG). Big Oaks Property, LP & Pintail Properties, LLC is requesting the rezoning to IG to allow them to construct a new building for their business. Ms. Porter stated that the subject property was once zoned General Industrial but was rezoned in 2022 along with the properties addressed as 5911 and 5823 N Perkins Road to Small Lot Single Family Residential (RSS) in anticipation of platting the subject properties for residential use.

Discussion was held amongst Council and staff regarding the time frames and reasons for the previous change in zoning and the request to be rezoned again.

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

Planning Commission recommended approval with a 5-0 vote.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR CLARK TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTIES LOCATED AT 6001 & 6099 NORTH PERKINS ROAD.

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

7. RESOLUTIONS

- a. Resolution No. CC-2024-4: A resolution of the City Council establishing the Washington School Advisory Committee

Deputy City Manager Brady Moore stated that this resolution establishes a citizen advisory committee for the purpose of advising the City Council regarding the restoration and redevelopment of the Washington School. The resolution will establish a five member citizen committee with at least one member being a member of the Washington School Alumni Association. Mr. Moore reported that anyone interested in being on this committee can complete the online application for Committees and Boards.

Karen Washington, member of the Washington School Alumni Association, thanked the Council for this resolution and for helping bring Washington School back into the community. Ms. Washington gave the history of the Washington School and the surrounding area.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2024-4 AS PRESENTED.

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

8. ORDINANCES

a. First Reading

Ordinance No. 3531: An ordinance rezoning a tract of land located at 6001 & 6099 North Perkins Road from Small Lot Single Family Residential District (RSS) to General Industrial District (IG)

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADVANCE ORDINANCE NO. 3531 TO SECOND READ AS PRESENTED.

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

9. APPOINTMENTS

a. Appointments to the Board of Adjustment

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR DZIALOWSKI TO APPOINT BRYAN LANGFORD-LOFTISTO THE TERM THAT EXPIRES IN 2-2024 AND MICAH SEXTON TO THE VACANT SEAT ON THE BOARD OF ADJUSTMENT.

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

10. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney: None.

b. Miscellaneous items from the City Manager:

- City Manager Kimberly Meek announced that City offices will be closed for President's Day on Monday, February 19. Trash, recycling, and yard waste will still be collected. Make sure to set your carts out by 6 a.m. because collection routes can vary.

c. Miscellaneous items from the City Council:

- Councilor Hardin announced that it's that time of year to file taxes and the Stillwater Library is offering assistance. Community members can schedule appointments for free tax preparation assistance from the American Association of Retired Persons (AARP) by visiting stillwaterok.gov/LibraryTaxes, calling the library's Help Desk at (405) 372-3633 extension 8106, or stopping by the library in person during regular hours. There are a limited number of appointments available, so anyone with the ability to prepare their taxes by alternative methods should consider doing so to ensure enough appointments for those in the community who rely on this service the most.
- Councilor Clark announced that if residents are looking for an environmentally-friendly way to save money on their water bill, they may want to purchase a rain barrel through the City of Stillwater. These barrels capture water from your roof and store it for future use. Using rain barrels also helps to reduce stormwater pollution by minimizing the amount of stormwater runoff that leaves a site. Mail in order forms are due by April 26, and online orders are due by April 28.
- Councilor Hawkins stated that if any citizens would like to get involved in their local government, the City has many boards and committees for consideration. Applications are being accepted for a citizen representative to serve on the Audit Committee. The vacancy needs to be filled by someone with business

experience. The committee consists of five members and it is a term length of three years. For more information or to apply online, go to Stillwaterok.gov/citizenboards.

- Vice Mayor Dzialowski announced that Tuesday, February 6, is the official groundbreaking ceremony for Block 34, at 2 p.m. Everyone is invited to join us for the Groundbreaking Ceremony of Block 34. The City is excited to celebrate the construction of our community gathering space that will include KICKER® Soundstage and Simmons Pavilion. The groundbreaking event will include KICKER® show vehicles, specialty cookies, chicken sandwiches, lemonade courtesy of RoundHouse Bakery, official groundbreaking swag and more. Many thanks to the KICKER family, Simmons Bank, and others who have made this community space possible. Also, please know there will be roadway construction beginning soon to address the streets in this area. Funds for the road repairs are in part available due to citizens approving the Transportation Sales Tax through the TIME initiative.
- Mayor Joyce encouraged residents to save the date and join City staff on Tuesday, February 13, at 5 p.m. for the Community meeting about Stillwater's Comprehensive Plan. The City wants to hear your voice and collectively determine the next 20 years of our healthy and successful Stillwater. The event will be at Stillwater Community Center, 315 W. 8th Street. For more information, go to: stillwaterok.gov.

i. Discussion about scheduling items for future meetings

11. QUESTIONS & INQUIRIES

None.

12. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HARDIN TO ADJOURN THE FEBRUARY 5, 2024 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The February 5, 2024 regular meeting of the Stillwater City Council adjourned at 5:51 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 26, 2024



Agenda Item:	4.b. CC-24-14
Previous/Related Action:	
Background/Issue:	Wright Drive is a City street that is located adjacent to Stillwater Regional Airport. This street is used by private properties near the airport, as well as by City departments for access to airport property. A portion (.6198 acres) of the northern part of Wright Drive is located on private property with no right-of-way or easement.
Proposal/Solution:	Staff has completed landowner negotiation for the purchase of the below-listed property that is needed to resolve the situation. • Jon and Dana Vaught, Danny K. & Cheryl Wick 4099 N. Land Run Drive Warranty Deed Purchase Agreement
Financial Source/Impact:	The cost of this item is \$17,686, which will be paid from the Transportation Fund.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to approve the purchase of property addressed as 4099 N Land Run Drive and authorize the City Manager to execute the purchase agreement.
Prepared By:	Candy Staring, Engineering Dir.
Reviewed By:	Candy Staring Brady Moore Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

1. 24TR05 Wright Dr Signed packet, ready for Council

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Jon Vaught and Dana Vaught, husband and wife, and Danny K. Wick and Cheryl Wick, husband and wife, certify that they own and possess all right, title, and interest to the following described real property situated in Payne County, Oklahoma, to-wit:

A tract of land in the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, City of Stillwater, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows: Beginning at the Northeast corner (NE/cor) of Lot Nine (9), Block One (1), AIRPORT INDUSTRIAL/OFFICE PARK, FIRST SECTION, an Addition to the City of Stillwater, Payne County, Oklahoma, according to the recorded plat thereof; THENCE on a bearing of North 89°32'32" West, a distance of 735.43 feet, previously described as North 89°28'00" West, 735 feet; THENCE ON A BEARING OF South 00°03'49" East, a distance of 449.69 feet, previously described as South, a distance of 450.00 feet; THENCE on a bearing of South 52°14'22" West, a distance of 378.87 feet, previously described as South 52°15'29" West, 379.36 feet; THENCE on a bearing of North 00°01'39" West, a distance of 611.58 feet; THENCE on a bearing of North 44°53'21" East, previously described as North 44°01'00" East, a distance of 52.26 feet; THENCE on a bearing of North 00°01'31" East, a distance of 127.17 feet, previously described as North 127.20 feet; THENCE on a bearing of North 44°57'49" East, a distance of 1411.99 feet, previously described as North 45°01'00" East, 1411.00 feet; THENCE on a bearing of South a distance of 1099.02 feet, previously described as 1098.30 feet, to the Point of Beginning.

and further that the undersigned, in consideration of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, for them, their heirs, successors, executors, administrators, and assigns hereby grant, bargain, sell, and convey unto the City of Stillwater, Oklahoma, a Municipal Corporation, its successors and assigns, fee simple title in and to the following described real property and premises, and including all right title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests therein,

A tract of land in the South Half of Section 34. Township 20 North, Range Two (2) East, of the Indian Meridian, Payne County, Oklahoma, more particularly described as follows: from the Southwest Corner of Lot Six (6), Block Two (2), AIRPORT INDUSTRIAL/OFFICE PARK, FIRST SECTION, an Addition to the City of Stillwater, according to the recorded plat thereof, said point being on the North Right-of-Way Line of Airport Road; a distance of 668.60 feet, North 89 degrees, 28 minutes, 00 seconds West, along said North-Right-of-Way Line, to a point on the Easterly Right-of-Way line of Wright Drive, and a distance of 1829.95 feet, North 45 degrees 01 minutes 00 seconds East, along said Easterly Right-of-Way Line, to the point of beginning; THENCE, continuing a distance of 300.00 feet, North 45°01'00" East; THENCE a distance of 90.00 feet North 44° 59' 00" West; THENCE 300 feet South 45°01'00" West; THENCE 90.00 feet South 44°59'00" East, to the point of beginning.

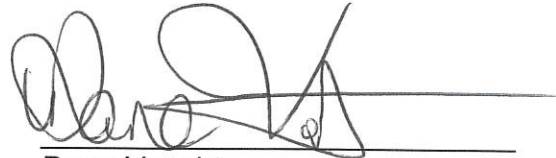
Said tract of land contains 27,000 square feet (0.6198 acres) more or less as shown on "Exhibit A".

together with all improvements thereon and appurtenances thereunto belonging and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building material.

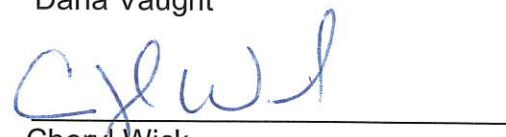
TO HAVE AND TO HOLD said described premises unto the City of Stillwater, its successors and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein, provided however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Stillwater; subject to easements, rights-of-way and restrictions of record, if any, and except all oil, gas and other minerals previously reserved or conveyed of record, if any.

IN WITNESS WHEREOF, We have hereunto set our hands this 27th day of October, 2023.



Jon Vaught

Dana Vaught

Danny K. Wick

Cheryl Wick

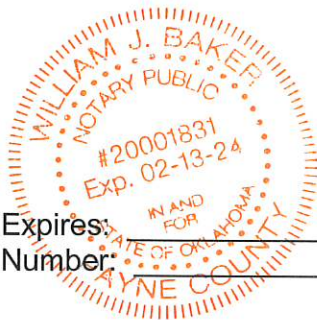
STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 27th day of October, 2023 personally appeared Jon Vaught and Dana Vaught, husband and wife, to me known to be the identical persons who subscribed the names of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

My Commission Expires: _____
My Commission Number: _____



WJ Baker
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF PAYNE)

Before me, a Notary Public in and for said County and State on this 27th day of October, 2023 personally appeared Danny K Wick and Cheryl Wick, husband and wife, to me known to be the identical persons who subscribed the names of the makers thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

My Commission Expires: _____
My Commission Number: _____



WJ Baker
Notary Public

COUNTY OF PAYNE)

NOW, on this _____ day of _____, 20____, the City Council of the City of Stillwater, State of Oklahoma, a municipal corporation, acting for and in behalf of said municipal corporation, during regular session, does hereby approve and accept from the named Grantor this delivered Deed and directs the Mayor and Clerk of said City of Stillwater to indicate the same by their signatures and seal of the City of Stillwater, State of Oklahoma.

WILLIAM H. JOYCE, MAYOR
CITY OF STILLWATER, OKLAHOMA

(SEAL)

ATTEST

TERESA KADAVY, CITY CLERK
CITY OF STILLWATER, OKLAHOMA

Approved as to form and legality this _____ day of _____, 20____.

CITY ATTORNEY
CITY OF STILLWATER, OKLAHOMA

CONDITIONS AND REQUEST FOR PAYMENT

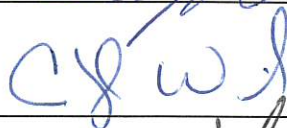
Agreement:

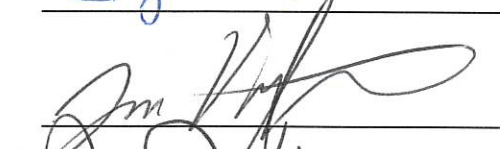
1. Jon Vaught and Dana Vaught, husband and wife; Danny K. Wick, and Cheryl Wick, husband and wife, (hereinafter "Owners") shall convey to the City of Stillwater (hereinafter "the City") fee simple title to the subject real property through execution of the warranty deed attached hereto. Owners release and give up any and all claims and rights which they have or might have against the City of Stillwater which arose or arises out of facts or events involving the subject real property occurring before the date of execution of this document. This release shall not constitute an admission of liability on the part of the City. As partial consideration for said conveyance and the above release, the City agrees to the judicial vacation of the access easement closed in April, 2023, by City of Stillwater Ordinance #3522. The City further agrees to pay and Owners agree to accept \$17,686.00 as full compensation and consideration for said conveyance and release.
2. The terms of this Agreement are binding upon the City, its agents, contractors, successors and assigns, and upon the Owners, their agents, contractors, successors and assigns.
3. This Agreement is the entire agreement of the parties with respect to the subject real property.
4. The Parties will execute all such further documents that shall be reasonable, convenient, necessary, or desirable to carry out the provisions of this Agreement.
5. Each signatory hereto understands and agrees to the terms of this Agreement and represents that he/she has authority to bind the party for whom he/she signs.

Owner's request for payment in the total amount of: \$17,686.00

Signatures/Dates:

Owner/:  Date: 10-27-2023

Owner/:  Date: 10-27-2023

Owner/:  Date: 10-27-2023

Owner/:  Date: 10-27-2023

City Manager: _____ Date: _____

Project: Wright Drive Fee Simple Deed



Exhibit A

Legend

 WrightDrive

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 26, 2024



Agenda Item:	4.c. CC-24-13
Previous/Related Action:	
Background/Issue:	For their completion of the Public Library Academy certification program, Nabuqui Baigude and Jordan Stine were awarded Oklahoma Department of Library (ODL) scholarships to attend the Oklahoma Library Association annual conference. Total funds awarded are \$1,757.
Proposal/Solution:	Use the \$1,757 in grant funds from ODL for the conference registration, room, board, and transportation expenses associated with conference attendance.
Financial Source/Impact:	The budget amendments reflect an increase to the federal grant revenue account by \$1,757 and a corresponding increase for projects in the grant expenditure account.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Motion to approve budget amendments reflecting receipt and expenditure of \$1,757 in grants from the Oklahoma Department of Libraries to Stillwater Public Library.
Prepared By:	Stacy Delano, Library Director
Reviewed By:	Stacy Delano Christy Driskel Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

1. CC-24-13 Attachment Budget Amends



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: 02/12/2024

Department: Library

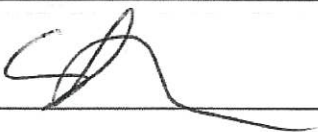
Requested by: Stacy Delano, Director CC-24-13

Explanation: **REVENUE**
The library received a \$1,756.89 from the Oklahoma Department of Libraries to send two staff members to the annual Oklahoma Library Association Conference.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Federal Grant Revenue	1015510 - 43100	24LB06101	0	\$ 1,757	\$ 1,757
		-				0
		-				0
		-				0
		-				0
Decrease:		-				0
		-				0
		-				0
		-				0
		-				0

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

\$ 1,757

Reviewed by Department Manager: 

Date: 02/12/2024

Reviewed by Finance: Ching Chuch

Date: 2-12-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



Budget Amendment Request
For Budget Year 2024

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

Office: 405.372.0025
Web: stillwater.org

Date: 02/12/2024

Department: Library

Requested by: Stacy DeLano, Director *CC-24-13* ✓

Explanation:

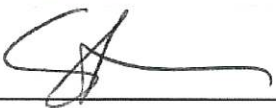
EXPENDITURES

The library received a \$1,756.89 from the Oklahoma Department of Libraries to send two staff members to the annual Oklahoma Library Association Conference.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: Grant Expenditures	1015510 - 53045	24LB06101	0	\$ 1,757	\$ 1,757
	-				0
	-				0
	-				0
	-				0
Decrease:	-				0
	-				0
	-				0
	-				0
	-				0

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

\$ 1,757

Reviewed by Department Manager: 

Date: 02/12/2024

Reviewed by Finance: 

Date: 2-12-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 02/09/2024

Department: City Manager's Office

Requested by: Christy Cluck *cc 4 d.*

Explanation: Revenue:
Increase revenue projections to reflect the award of the 2023 Oklahoma Energy Efficiency Lighting Retrofit Program grant.

	Account Name	Account Number (xxxxxxx-xxxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Convert Indoor Lighting to LED	1051020 - 43100	24GG02105	\$ 0	\$ 122,210	\$ 122,210
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 122,210

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 2-9-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 26, 2024



Agenda Item:	4.e. CC-24-16
Previous/Related Action:	N/A
Background/Issue:	American Airlines (AA) has operated at the Stillwater Regional Airport (SWO) since 2016, offering commercial air service connectivity worldwide through Dallas-Fort Worth International Airport. As a regional air service market, our primary customers are business travelers. AA has requested continued financial support in order to continue air service at SWO, due to significantly increased operating costs. AA has experienced increased operational costs due to high fuel prices. In addition to this, airlines are seeing unprecedented pilot and other staffing shortages, forcing the airlines to prioritize what markets to keep and what markets to end service in. Regional markets are being hit among the hardest as many of the pilots are being moved to larger aircraft to support more substantial routes. This has resulted in regional service cuts across the nation with many remaining regional markets having to enter into agreements to provide revenue guarantees to ensure airlines don't suffer additional revenue shortfalls during the recovery period.
Proposal/Solution:	The City of Stillwater has worked with American Airlines to draft an Air Service Agreement for Council consideration. The agreement would provide for a Minimum Revenue Guarantee (MRG), to be capped at \$2.6 million per fiscal year with the following structure: Up to \$867,000 from Mar 1-Jun 30, 2024 Up to \$2,600,000 from Jul 1, 2024-Jun 30, 2025 Up to \$1,733,000 from Jul 1, 2025-Feb 28, 2026 A budget amendment is attached appropriating \$867,000 to be made available for revenue shortfall for the first period ending June 30, 2024. Subsequent MRG periods will be allocated through the normal fiscal year budget process.
Financial Source/Impact:	No additional appropriations are necessary for these actions.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT

Recommended Action/Motion:	Motion to approve the Air Service Agreement providing for a Minimum Revenue Guarantee with American Airlines and the related budget amendment appropriating \$867,000 for the remainder of FY24.
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Prepared By:	Kellie Reed, Airport Director
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Reviewed By:	Kellie Reed Christy Cluck Patti Osmus
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Submitted By:	Kimberly Meek, City Manager
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Attachments

1. CC-24-16 Attachment Air Service Agreement
2. CC-24-16 Attachment BA

AIR SERVICE AGREEMENT

This Air Service Agreement (this “Agreement”) is made and entered into as of effective as of March 1, 2024 (the “Effective Date”) by and between American Airlines, Inc., a Delaware corporation with its principal offices at 1 Skyview Drive, MD 201, Fort Worth, Texas 76155 (“American”), and The City of Stillwater Oklahoma with its principal offices at 723 South Lewis Street, Stillwater, Oklahoma 74076 (“Guarantor”).

1. Air Service; Term.

(a) American shall provide regularly scheduled passenger air service, to be performed by American or an Affiliate of American, between Dallas/Fort Worth International Airport (“DFW”) and Stillwater Regional Airport (“SWO”) in both directions. This constitutes the “Air Service”, and each one-way flight performed by American between the airports set forth on Schedule 1, an “Air Service Flight,” effective March 1, 2024 through February 28, 2026 (the “Air Service Period”) in accordance with the schedule set forth on Schedule 1 attached hereto.

(b) American agrees to schedule an aircraft to perform the Air Service. Notwithstanding anything to the contrary in this Agreement or in any schedule attached hereto, American reserves the right to make all operational decisions regarding the Air Service in its sole discretion, including but not limited to aircraft type and configuration, operating carrier, timing of arrival/departure, frequency of service (schedule flexibility), and continued operation of the Air Service. American reserves the right to update Schedule 1 from time to time to reflect any program changes that American deems appropriate.

(c) This Agreement shall commence upon the Effective Date and, unless sooner terminated in the manner provided for herein, shall remain in full force and effect until the date that is six (6) months following the last day of the Air Service Period (the “Term”).

2. Minimum Revenue Requirement.

(a) The “Flight Charge” for each Air Service Flight shall be specified in Schedule

(b) The “Settlement Period” shall be monthly during the Air Service Period, with billing done on a quarterly basis.

(c) The “Minimum Revenue Requirement” shall mean the Flight Charge as set forth in Schedule 1 for each Air Service Flight multiplied by the actual number of Air Service Flights operated by American during the Settlement Period.

(d) The “Billing Period” shall be quarterly and include the billing for the Settlement Periods included in such Billing Period.

(e) American and Guarantor agree that the Total Revenue (as defined in Section 3(d) below) for each Settlement Period must equal or exceed the Minimum Revenue Requirement, as further described in Section 4 below.

3. Revenue Calculation.

(a) Subject to Section 7(a), American and Guarantor agree that in the event of certain changes in the average price per gallon that American pays for jet fuel, American will adjust the amount payable as set forth in Schedule 2 hereto.

(b) For purposes of this Agreement, “Passenger Ticket Revenue” for each Air Service Flight shall be the total amount paid by passengers in connection with the applicable Air Service Flight, less applicable taxes, and shall be rate-prorated by segment. A rate-prorate is used to divide total Passenger Ticket Revenue paid per Air Service Flight among the actual number of segments flown by each Air Service passenger according to the ratio of each segment’s local fare to the sum of all the local fares applicable to the passenger’s actual itinerary.

(c) For purposes of this Agreement, (i) “Partner Miles Revenue” shall mean the marketing revenue received from third parties related to the purchase of AAdvantage® miles; (ii) “Baggage and Cargo Revenue” shall mean all revenue earned from the storage of baggage and cargo on any given Air Service Flight; and (iii) “Ancillary Revenue” shall mean revenue resulting from sales on-board the Air Service Flight.

(d) For purposes of this Agreement, “Total Revenue” shall mean the sum of the Passenger Ticket Revenue, Partner Miles Revenue, Baggage and Cargo Revenue, and Ancillary Revenue for all of the Air Service Flights operated by American and/or an American Airline Affiliate during the Settlement Period.

(e) American’s Airline Performance Analysis System (“APAS”) shall be the sole source of information for calculating Total Revenue. APAS shall also be the sole source of information for calculating fuel expenses for all Air Service Flights during each Settlement Period. Notwithstanding the foregoing, Guarantor shall have the right, upon providing at least five (5) business days’ prior written notice to American, to conduct an audit at Guarantors’ sole expense within sixty (60) days following the close of the Settlement Period. Such audit may examine the information and documents used to calculate Total Revenue and fuel expenses received by American for Air Service Flights associated with this Agreement. Any such audit must be reasonable in all respects, and must be performed during regular business hours and without affecting American’s regular business operations. Guarantor’s representatives participating in such audit are obligated to treat as confidential, in accordance with this Agreement, all information disclosed to or discovered by them during such audit. The confidentiality obligation in the immediately preceding sentence shall survive the termination of this Agreement indefinitely. In the event that the auditor discovers an overpayment by Guarantor during such audit and establishes such overpayment to the satisfaction of American, American shall remit to Guarantor the full amount of such established overpayment.

4. Revenue Reconciliation.

(a) American will reconcile the Total Revenue during each Settlement Period against the Minimum Revenue Requirement for such Settlement Period no later than sixty (60) days following the end of the Settlement Period. Settlement Periods inside each Billing Period will offset each other.

(b) If the Total Revenue is more than the Minimum Revenue Requirement for any Billing Period (after aggregating all Settlement Periods in such Billing Period), a “Revenue Excess” shall be deemed to have occurred in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will retain the Revenue Excess for such Billing Period. For the avoidance of doubt, Revenue Excess in any given Billing Period shall not be applied to meet the Minimum Revenue Requirement of another Billing Period.

(c) If the Total Revenue is less than the Minimum Revenue Requirement for any Billing Period (after aggregating all Settlement Periods in such Billing Period), a “Revenue Shortfall” shall be deemed to have occurred during such Billing Period in the amount of the actual difference between the Total Revenue and the Minimum Revenue Requirement. In such event, American will invoice Guarantor for the Revenue Shortfall for each Billing Period in which a Revenue Shortfall occurred in accordance with the payment procedures in Section 6.

(d) American and Guarantor agree that the principal obligation (not including interest) of Guarantor to pay American for Revenue Shortfalls during the Term shall not exceed the total amount of US\$2,600,000 per year, with a \$867,000 cap for March 1, 2024 through June 30, 2024, a \$2,600,000 cap for July 1, 2024 through June 30, 2025, and a \$1,733,000 cap for July 1st 2025 through February 28, 2026.

5. Other Incentives. In addition to the Air Service Charge, Guarantor agrees to provide American the following additional incentives:

(a) Guarantor will continue to provide and maintain its airport marketing program throughout the Air Service Period. The airport marketing program will provide a minimum of US\$25,000 in support of marketing efforts targeted at air service development for the Air Service Flights.

(b) Guarantor shall continue to provide the following ground service equipment during the Air Service Period at no charge to American, with maintenance and repair provided by American:

- Kubota/tug, passenger boarding ramps (1 each for CRJ-700 and E170 aircraft), belt loader, and baggage carts

(c) American shall continue to provide and be responsible for the maintenance and repair of the following ground service equipment during the Air Service Period; provided that in the event that this Agreement is otherwise terminated sooner as set forth herein, American’s maintenance and repair obligations set forth in Sections 5(b) and 5(c) shall also terminate at that time:

- Air start, ground power unit (GPU), de-ice equipment, air cart (HVAC), and tow bars

6. Payment Reconciliation. American shall provide an invoice to Guarantor no later than sixty (60) days following (a) the end of each Billing Period, and (b) upon the expiration or

termination of this Agreement, as applicable. Such invoice shall include the total Revenue Shortfalls incurred during such Billing Period, if any, and any other charges (including fuel excess charges) incurred during such Billing Period. Guarantor shall pay such invoice to American within a reasonable time frame not to exceed thirty (30) days after receipt of such invoice. All payments hereunder shall be made no later than their respective due dates by check, by wire transfer pursuant to wiring instructions given by American or by other means of payment agreed in writing by American. Guarantor agrees to pay interest on any overdue payment owed to American from the date such payment is due under this Agreement until the date such payment is received by American at the lesser of the following (i): the highest rate permitted by applicable law or (ii) an annual rate of 12%.

7. Termination and Default. This Agreement may be terminated and/or any Air Service Flight cancelled by the party specified below (after notice, if applicable) upon the happening of any of the following events:

(a) At any time, by the mutual written consent of the parties.

(b) By American (i) immediately, if American is unable to obtain the governmental or other approvals necessary to commence the Air Service or the service on any particular Air Service Flight, or if such approvals are subsequently revoked or altered; (ii) if American determines in its sole discretion that the operating facilities at Guarantor's home airport are inadequate for American to commence service at such airport as contemplated in Schedule 1; (iii) if Guarantor fails to make any payment when due and does not make such payment within five (5) days after written notice or demand thereof; or (iv) immediately, if any of the following events occur: (A) a forced or voluntary grounding of one or more of American's aircraft types (or the aircraft type(s) of the operating carrier chosen by American to operate the Air Service Flight(s)); (B) there is a greater than 35% increase in the average price per gallon that American pays for jet fuel as compared to the average price per gallon that American paid as of the Effective Date; or (C) if American determined in its sole discretion that sufficient fuel is not available to meet all of its scheduled commitments.

(c) At any time, by the non-breaching party, upon written notice to the breaching party, upon: (i) the breach of a material term, agreement, covenant, representation, statement, or warranty of this Agreement; or, (ii) the breach of any federal, state, or local law as such relates to the Air Service Flights, provided, however, in each instance the non-breaching party shall give the breaching party written notice of the breach or failure to comply and five (5) business days to cure such breach or failure to comply, assuming such breach or failure to comply is capable of being cured within such time period. If such breach or failure is not cured within such five (5) business day period, or if such breach or failure is not capable of being cured (or not capable of being cured within such time period), then the non-breaching party may immediately terminate this Agreement without any further notice to the other party.

(d) At any time, by either party, upon written notice to the other party, if the other party: (i) makes an assignment for the benefit of creditors; (ii) suspends the payment of or admits in writing its inability to pay, or generally fails to pay, its debts as they become due; (iii) has suspended (as declared by a clearing house) its transactions with banks and/or other financial

institutions or proposes or commences a moratorium upon or extension or composition of its debts; (iv) has issued against it any writ, execution, process or abstract of judgment which may have a material adverse effect on it and which is not dismissed, satisfied or stayed within sixty (60) days; (v) files a petition for bankruptcy, composition, corporate reorganization, corporate liquidation, arrangement or special liquidation proceedings; or (vi) ceases all or a substantial part of its operations other than due to force majeure as provided in Section 14.

(e) By either party, with or without cause or penalty upon not less than thirty (30) days' prior written notice to the other party. The effective date of termination shall be as stated in such written notice of termination but not earlier than thirty (30) days following such written notice.

8. Remedies Upon Termination.

(a) Other than as specifically set forth herein, termination pursuant to Section 7 shall not limit the non-breaching or non-defaulting party's right to pursue or enforce any of its rights under this Agreement or otherwise.

(b) Any termination or expiration of this Agreement shall not affect Guarantor's obligation to pay American all amounts owing to American as of the effective date of such expiration or termination.

(c) In the event of any termination or expiration of this Agreement for any reason, Guarantor shall pay all amounts owed to American as of the effective date of expiration or termination, in accordance with the provisions of this Agreement, within fifteen (15) business days after receipt of an invoice from American.

9. Confidential Information.

(a) Each party (the "Receiving Party") agrees to hold in strict confidence all confidential and proprietary information, either designated by the party disclosing such information to the other party (the "Disclosing Party") as such or under reasonable circumstances to be considered as such, whether in written, oral or other form, which it received from the Disclosing Party prior to, or in the course of, this Agreement (collectively, "Confidential Information"). Each Party further agrees to use the Confidential Information solely to perform or to exercise its rights under this Agreement, and at a minimum to take all measures necessary to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in any case no less than reasonable measures). Confidential Information includes, without limitation, (i) the terms of this Agreement (including all schedules), and (ii) flight and accommodations booking information related to the Air Service.

(iii) Each Party agrees that it will not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, (i) except when required to do so by law or by a court of competent jurisdiction, subject to Section 9(c); (ii) except to attorneys, accountants or lending institutions of either party which have been informed of and will be required to maintain the confidentiality of such information; or unless such provisions are publicly known through no disclosure that is prohibited hereunder.

(b) In addition, the Receiving Party may disclose the Confidential Information in response to law, regulation or a valid court order or other governmental action, provided that

- (i) the Disclosing Party is notified in writing prior to disclosure of the information, and
- (ii) the Receiving Party assists the Disclosing Party, at the Disclosing Party's expense, in any attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information.

10. Promotional Materials. Nothing contained herein shall give either party a license or other right to use the trademarks or servicemarks of the other party or any of American's subsidiaries or affiliates. Any such use shall require the prior written consent of the party that owns the trademarks or servicemarks. Guarantor shall submit to American for review and approval, prior to publication or use, the portion of any and all artwork, scripts, copy, advertising, promotional materials, direct mail, press releases, newsletters or other communications or any other publicity published or distributed by Guarantor (or at its direction or authorization) that specifically references this Agreement, the Air Service, American (or any of American's Affiliates), or uses any trademark, service mark, logo or trade name of American or any of its Affiliates ("American Marks") (collectively, the "Promotional Materials"). American may provide Guarantor with limited access to the American Airlines brand center website (<https://brand.aa.com>) to obtain digital renditions of the American Marks that conform to American's corporate graphics standards. Guarantor agrees that it will not (a) use or display any American Marks that it has not obtained from American or from the American Airlines brand center website; (b) alter the American Marks in any way; or (c) display the American Marks without the appropriate proprietary rights notices. American shall have the right, at its sole discretion, to modify the graphics standards and disclaimers from time to time. All promotional or informational material distributed or electronically transmitted by Guarantor using the American Marks will require the tag line listing the marks and stating "are trademarks of American Airlines, Inc." American agrees to respond to Guarantor within five (5) business days after receipt of the Promotional Materials with written approval or written request for changes. Guarantor further agrees that no changes will be made to any of the Promotional Materials after approval by American unless such changes are first approved by American in writing. For the purpose of this Agreement, "Affiliate" shall mean, with respect to either party, any person directly or indirectly controlling, controlled by, or under common control with, such party.

11. Fares. American agrees to establish and modify, as needed, the air fares for the Air Service and agrees to provide yield and inventory management services with respect thereto. Guarantor acknowledges that American has agreed to establish and modify these air fares and to provide yield and inventory management services as an accommodation to Guarantor and that American hereby disclaims all liability for, and Guarantor hereby waives all claims against American which may arise out of or in connection with, the establishment or modification of such air fares or the yield and revenue management services provided hereunder. American agrees to advise Guarantor regarding pricing for such air fares; provided, however, that American shall at all times have the unconditional right in its sole discretion to determine air fares during the Air Service Period.

12. Governing Law. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of Oklahoma without regard to any conflict of law rules.

13. Jurisdiction/Dispute Resolution. Each party irrevocably submits to the nonexclusive jurisdiction of the United States District Court for the Northern District of Texas, for purposes of legal proceedings arising out of this Agreement or any transactions contemplated in this

Agreement. Each party, to the fullest extent it may effectively do so under substantive governing law applicable to this Agreement, also irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court and any objection that it may have as to venue or inconvenient forum in respect of claims or actions brought in such court and any right of application or appeal to any court (in the U.S. or in any other jurisdiction). EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL TO RESOLVE ANY DISPUTES ARISING UNDER THIS AGREEMENT.

14. Force Majeure. Except as otherwise expressly provided in this Agreement, neither party shall be liable for performance hereunder to the extent such performance is prevented or delayed as a result of acts of God, severe weather, natural disaster, earthquake, fire, war, military action, terrorist action, labor disputes, or any court order or action of any governmental, administrative or judicial entity or by any other reason or circumstance, similar or dissimilar, beyond the reasonable control of such party; provided, however, such party shall (a) provide the other party with prompt written notice thereof, (b) use its best reasonable efforts to avoid or remove such causes of non-performance, and (c) continue performance to the extent such causes are removed or avoided.

15. Indemnification.

(a) American agrees to indemnify, defend and hold harmless Guarantor and its officers, directors, employees, agents and Affiliates (the “Guarantor Indemnified Parties”) from and against any and all third party liabilities, damages, losses, claims, suits, liens, demands, actions, causes of action, judgments, fines, penalties and expenses (including without limitation reasonable attorneys’ fees) of any nature whatsoever (collectively, “Claims”) arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of American, its subcontractors, its Affiliates or any person directly or indirectly employed by American, or any of them, while engaged in any activity associated with or related to American’s performance under this Agreement; and (ii) American’s breach of its obligations under this Agreement.

(b) To the extent permitted by applicable law, Guarantor agrees to indemnify, defend and hold harmless American and its officers, directors, employees, agents and Affiliates (the “American Indemnified Parties”) from and against any and all Claims arising out of or in connection with, or related to (i) the willful misconduct or grossly negligent acts, errors or omissions of Guarantor, its subcontractors, its Affiliates or any person directly or indirectly employed by Guarantor, or any of them, while engaged in any activity associated with or related to Guarantors’ performance under this Agreement; and (ii) Guarantors’ breach of its obligations under this Agreement.

(c) The rights and obligations of the parties under this Section 15 shall survive any termination or expiration of this Agreement.

16. Waiver of Consequential Damages; Other Limitations. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES, LOST PROFITS, OR LOST PROSPECTIVE ECONOMIC ADVANTAGE, ARISING FROM ANY PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF SUCH PARTY KNEW OR

SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF. EACH PARTY HEREBY RELEASES AND WAIVES ANY CLAIMS AGAINST THE OTHER PARTY REGARDING ANY SUCH DAMAGES OR CLAIMS. UNDER NO CIRCUMSTANCES SHALL AMERICAN'S LIABILITY IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER EXCEED THE TOTAL AMOUNT OF CHARGES ACTUALLY PAID BY GUARANTOR TO AMERICAN PURSUANT TO THIS AGREEMENT.

17. Insurance.

(a) American. At all times during the Air Service Period, American shall carry and maintain, at its sole cost and expense, airline liability insurance with aggregate limits of at least \$25,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage. If so requested by Guarantor, American will furnish Guarantor within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(a) of this Agreement; (ii) includes the insurer's commitment to give Guarantor not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of American and shall insure Guarantor regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by American; (iv) shall waive any right of subrogation, set-off, or counterclaim against Guarantor; (v) shall name the Guarantor Indemnified Parties hereunder as additional insureds; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by Guarantor.

(b) Guarantor. At all times during the Air Service Period, Guarantor shall carry and maintain, at its sole cost and expense, commercial general liability insurance with aggregate limits of at least \$10,000,000 USD for personal injury (including without limitation bodily injury and death) and property damage. If so requested by American, Guarantor will furnish American within thirty (30) days of such request an insurance certificate which: (i) indicates that the insurer has accepted and insured Section 15(b) of this Agreement; (ii) includes the insurer's commitment to give American not less than 30 days' prior written notice in the event of cancellation or material adverse change in coverage; (iii) indicates that such insurance shall not be invalidated by any action or inaction of Guarantor and shall insure American regardless of any breach or violation of any warranty, declaration, or condition contained in such policies by Guarantor; (iv) shall waive any right of subrogation, set-off, or counterclaim against American; (v) shall name the American Indemnified Parties hereunder as additional insured; and (vi) indicates that such coverage is primary without right of contribution from any insurance carried by American.

18. Sovereign Immunity. To the extent that either party or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise, from any legal action, suit, arbitration proceeding or other proceeding, from set-off or counterclaim, from the jurisdiction of any court of competent jurisdiction, from service of process, from attachment prior to judgment or after judgment, from attachment in aid of execution or levy or execution resulting from a decree or judgment, from judgment or from jurisdiction, or such party's liability is limited pursuant thereto, that party, to the extent permitted by applicable law, for itself and its property does hereby irrevocably and unconditionally waive all rights to, and agrees not to plead or claim any such

immunity with respect to its obligations, liabilities or any other matter arising out of or in connection with this Agreement or its subject matter in an action brought by the other party to enforce or interpret this Agreement. This waiver of immunity shall not inure to the benefit of a third party who is not a signatory to this Agreement. The foregoing waiver and agreement is not subject to withdrawal in any jurisdiction, unless prohibited by applicable law.

19. Representations and Warranties. Each of American and Guarantor warrants, represents, and agrees that it has: (i) the full right, power, legal capacity, and authority to enter into this Agreement and to carry out and perform all of the obligations thereof; and (ii) will not harm, misuse, or bring into dispute the trademarks or service marks of the other.

20. Assignment. Neither party may assign this Agreement or any interest herein without obtaining the prior written consent of the other party, except that American may assign or delegate this Agreement and the rights and obligations created hereunder to any wholly owned subsidiary of American Airlines Group Inc. without the consent of Guarantor.

21. Waivers and Modifications. This Agreement embodies the entire agreement and understanding of the parties, and, as of its effective date, terminates and supersedes all prior or contemporaneous agreements and understandings, whether written or oral, between the parties covering the subject matter hereof. The schedules, exhibits, annexes, and attachments to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes. The provisions of this Agreement shall govern all services to be provided hereunder by the parties, and no addition, amendment, waiver, or modification of (or execution of any document contrary to) these provisions shall be effective unless signed jointly by a duly authorized representative of both American and Guarantor.

22. Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be invalid, unenforceable or illegal, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been contained herein with the remainder of this Agreement being enforced to the fullest extent possible.

23. Relationship of the Parties. Each of the parties is an independent contractor. Nothing in this Agreement is intended, or shall be construed, to create or establish any agency, partnership, joint venture, affiliate, or fiduciary relationship between the parties. Neither party, nor any of its affiliates, has any authority to act for, or to incur any obligations on behalf of, or in the name of, the other party or any of its affiliates. This Agreement is the product of negotiations between the parties, and shall be construed as if jointly prepared and drafted by them, and no provision hereof shall be construed for or against any party due to its actual role in the preparation or drafting hereof by reason of ambiguity in language and/or rules of construction against the drafting party or similar doctrine.

24. Notices. Any notice required to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given if (a) delivered in person, (b) sent by traceable overnight delivery via a nationally recognized courier, or (c) sent by registered or certified mail, return receipt requested, in each case addressed to the other party at the following address, and shall be deemed to have been given (as applicable)

(x) on the day such notice is so hand delivered, (y) one business day following the date such notice is sent via overnight delivery via a nationally recognized courier, or (z) two business days following the date such notice is sent via certified mail:

To American:

American Airlines, Inc.
Attn: Brian Znotins, Vice President - Network and Schedule Planning
1 Skyview Drive, MD 201
Fort Worth, Texas 76155
Fax No.: (817) 931-6670

To Guarantor:

Name: The City of Stillwater Oklahoma
Attn: Mayor
723 South Lewis Street
Stillwater, Oklahoma 74076
Phone No.: (405) 742-8209

Either party will have the right to change their representative and address for notice to any other location by giving at least five (5) business days' prior written notice to the other party in the manner set forth above.

25. Headings/Construction. The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

26. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns and there is no intent to benefit any third parties.

27. Further Assurances. Each of the parties shall do and perform, at such party's expense, such further acts and execute and deliver such further instruments and documents as may be required by applicable law or as may be reasonably requested by the other party to effectuate the purposes of this Agreement.

28. Exhibits & Schedules. The exhibits and schedules to this Agreement are incorporated into this Agreement and form a part hereof for all intents and purposes.

29. No Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by a duly authorized representative of the waiving party. Except as expressly set forth herein, no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

30. No Remedy Exclusive. Except as expressly set forth herein, no remedy herein conferred upon or reserved to a party herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to every

other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. In order to entitle a party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

31. Expenses. Each party to this Agreement agrees to be responsible for its own costs, expenses and charges (including, without limitation, legal fees, advisory fees and accounting fees) in connection with the preparation of this Agreement and the transactions contemplated hereunder.

32. Miscellaneous. All obligations of American hereunder are subject to the receipt of all necessary government approvals.

33. Counterparts. This Agreement may be executed in separate counterparts (including by delivery of facsimile or other electronic transmission of signature pages), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but the same instrument.

[Signature Page Follows]

In witness whereof, the parties have executed this Agreement as of the date first set forth above.

City of Stillwater Oklahoma

American Airlines, Inc.

By: _____
Name: William H. Joyce
Title: Mayor

By: _____
Name: Brian Znotins
Title: Vice President,
Network and Schedule Planning

SCHEDULE 1
TO AIR SERVICE AGREEMENT
BETWEEN AMERICAN AIRLINES, INC. AND GUARANTOR FOR AIR
SERVICE FLIGHTS BETWEEN DFW AND SWO

PROPOSED FLIGHT SCHEDULE*

Origin	Destination	Days of Operation	Flight Times*
DFW	SWO	Daily	22:33 – 22:49
SWO	DFW	Daily	05:52 - 06:00
DFW	SWO	Daily	13:53 – 14:00
SWO	DFW	Daily	14:27 – 14:31

Equipment: CRJ-700 or E170 **

Present Configuration: 65 seats**

One Way Flight Charge: \$6,946 per Air Service Flight**

*Exact operating times are subject to change from time to time by American at its sole discretion.

**Subject in all respects to Section 1(b) of the Agreement.

**FUEL ADJUSTMENTS FOR
AIR SERVICE FLIGHTS BETWEEN
DFW AND SWO**

1. If the average price per gallon that American pays for jet fuel during any given month during the Term (“Average Fuel Price”) changes as compared to an average price per gallon of US\$2.91 (“Initial Average Fuel Price”), the sum of Flight Charges for Air Service Flights during such month shall be adjusted as follows (each monthly adjustment a “Fuel Adjustment”):

(a) If the Average Fuel Price increases to US\$2.92 (the “Increase Trigger Price”) or above for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be increased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Increase Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

(b) If the Average Fuel Price decreases to US\$2.90 (the “Decrease Trigger Price”) or below for any month during the Term, the sum of all Flight Charges for Air Service Flights during such month shall be decreased by an amount equal to the product of the difference between the Average Fuel Price for such month and the Decrease Trigger Price and the total number of gallons of jet fuel consumed on the Air Service Flights during such month, as determined by American.

2. All Fuel Adjustments will be included in the invoice for the respective Settlement Period or the final report, as applicable, as provided in Section 4(a) of the Agreement.

3. Examples:

(a) If the Average Fuel Price for December is \$2.10, the Initial Average Fuel Price is \$2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be an increase of the sum of all Flight Charges during December of:

$$(\$2.10 - \$2.00) \times 100,000 = \$10,000$$

(b) If the Average Fuel Price during December is US\$1.90, the Initial Average Fuel Price is \$2.00, and American consumed 100,000 gallons of jet fuel on all Air Service Flights during December, the Fuel Adjustment for December will be a decrease of the sum of all Flight Charges for December of:

$$(\$1.90 - \$2.00) \times 100,000 = (\$10,000)$$



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: 02/13/2024

Department: City Manager's Office

Requested by: Christy Cluck

CC-24-16

Explanation:

Expenditure:
Appropriate funds for Air Service Agreement with American Airlines.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Licenses & Fees	1011020 - 53053		\$ 1,887,316	\$ 867,000	\$ 2,754,316
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 867,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 2-20-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 26, 2024



Agenda Item:	4.f. CC-24-15
Previous/Related Action:	
Background/Issue:	The Long Branch Creek Raw Waterline Repair Project will include restoration of a sinkhole that is outside the pipeline easement. A temporary construction easement from the property owner of the leak location is required to complete the restoration.
Proposal/Solution:	Staff has completed landowner negotiations for the below temporary construction easement required for the project. • Jordan and Katie Lesh, Parcel at 404 W. Lone Chimney Road Acceptance of easements is routine and there are no practical alternatives.
Financial Source/Impact:	No additional appropriations are necessary for this action.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to accept the temporary construction easement for the parcel at 404 W. Lone Chimney Road required for the Long Branch Creek raw waterline repair.
Prepared By:	David Barth, Engineering Manager of Water Utilities
Reviewed By:	Candy Staring Brady Moore Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

None



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: 02/13/2024

Department: Finance

Requested by: Christy Cluck

cc 4g. 02.26.24

Explanation:

Revenue:

Increase transfers-in from General Fund to Transportation Sales Tax Fund for the dedicated portion of the increase in sales tax projections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer In	2600000 - 61000		\$ 9,375,000	\$ 375,000	\$ 9,750,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 375,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Cluck

Date: 2-21-2024

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 02/13/2024

Department: Finance

Requested by: Christy Cluck *CC 4h. 02.26.24*

Explanation:

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

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Sales Tax	1010000 - 41000		\$ 37,500,000	\$ 1,500,000	\$ 39,000,000
	Use Tax	1010000 - 41002		\$ 4,000,000	\$ 1,000,000	\$ 5,000,000
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 2,500,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *Christy Cluck*

Date: *2-21-2024*

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 02/13/2024

Department: Finance

Requested by: Christy Cluck *cc 4:1 02.26.24*

Explanation:

Expenditure:

Increase transfers-out from General Fund to SUA and Transportation Sales Tax Fund for the dedicated portion of the increase in sales tax projections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out	1010000 - 71000		\$ 28,658,809	\$ 375,000	\$ 29,033,809
	Transfer Out	1010000 - 71000		\$ 28,658,809	\$ 375,000	\$ 29,033,809
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 750,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *Christy Cluck*

Date: *2-21-2024*

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 02/13/2024

Department: Finance

Requested by: Christy Cluck *cc 4j* *02.26.24* ✓

Explanation:

Revenue:

Increase transfers-in from General Fund to City Capital Fund for use on future capital projects. Source of funding is projected increase in sales and use tax projections.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: Transfer In	1050000 - 61000		\$ 1,256,549	\$ 883,000	\$ 2,139,549
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 883,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *Christy Cluck* _____

Date: *2-21-2024*

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

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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: 02/13/2024

Department: Finance

Requested by: Christy Cluck *cc fj 02.26.24* ✓

Explanation:

Expenditure:

Increase transfers-out from General Fund to City Capital Fund for use on future capital projects. Source of funding is projected increase in sales and use tax projections.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Transfer Out	1010000 - 71000		\$ 28,658,809	\$ 883,000	\$ 29,541,809
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 883,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: *Christy Cluck*

Date: *2-21-2024*

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



DRAFT REPORT

RURAL FIRE FEE ANALYSIS

FEBRUARY 2024



Prepared for:
City of Stillwater
1506 S. Main Street
Stillwater, OK 74074

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Blank pages have been included to facilitate double-sided printing.

February 1, 2024

Mr. Terry Essary
Fire Chief
City of Stillwater
723 S. Lewis Street
Stillwater, Oklahoma 74076

Re: Rural Fire Fee Analysis – Draft

Mr. Essary:

NewGen Strategies and Solutions, LLC (NewGen) is pleased to provide the City of Stillwater (City) with the enclosed report summarizing our findings and recommendations from the conduct of a Rural Fire Fee Analysis (Analysis or Report).

We appreciate the opportunity to assist the City of Stillwater in this engagement. In addition, we would like to acknowledge the excellent assistance we received from your staff and other individuals within the City. Without their support, this project could not have been completed. Please contact us if you have any questions concerning this Report.

Sincerely,
NewGen Strategies and Solutions, LLC

David S. Yanke
President

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Section 1

INTRODUCTION

The City of Stillwater (City) retained NewGen Strategies and Solutions, LLC (NewGen) to perform an independent Rural Fire Fee Analysis (Analysis or Report) for the City's Fire Department (Department). As part of the Analysis, NewGen's Project Team (Project Team) was requested to evaluate the City's current hourly rates charged for equipment and personnel when making rural fire service calls and determine whether the rates were sufficient, or they should be increased. This Report describes the analysis performed for the City and provides a series of findings and recommendations with respect to fees to be charged to the City's rural fire service customers.

The analysis performed by NewGen is designed to consider the foreseeable changes from the current Fiscal Year (FY) 2023 to FY 2026. As with any forecast, assumptions must be made and the City should be aware that the actual future fees required may be different from the projected fees outlined in this Report due to unforeseen changes in key assumptions, such as system growth, inflation, etc.

Background

The City currently provides fire protection to citizens within its city limits spanning 32 square miles, as well as rural service within 10 miles of their fire stations, and as mutual aid to parts of Noble, Pawnee, and Lincoln Counties. Altogether, this represents service to approximately 82,000¹ individuals. The property owners and rural residents that reside within 10 miles of the City's fire departments (and are not served by another fire department) have the option to sign up for a rural fire membership for an annual fee of \$100 with the City of Stillwater Fire Department. With membership, you receive a cap on the amount that can be charged for rural fire service calls of \$2,000. All rural fire service calls have a minimum billed amount of \$500 regardless of whether you have a membership or not. While it is not necessary to have a membership to receive rural fire service, without it the individual would be charged the actual emergency response costs that can easily exceed the \$2,000 cap. Based on a "call analysis" by NewGen, for the timeframe of July 2022 through March 2023, just under 25% of rural fire service calls were to individuals that have a membership. In other words, 75% of the rural fire service calls by the City of Stillwater's Fire Department are to individuals that are not members, and therefore do not pay the \$100 per year membership fee².

Current Fees

A bill for rural fire service calls consists of hourly charges for the equipment and personnel responding to the call. Current fees are shown in Table 1-1 and Schedule 7A. The personnel that respond to a call are separated into three labor categories: line personnel; company officers; and command officers. Line personnel includes firefighters, drivers, and operators. The company officer's category consists of captains and lieutenants. Fire chiefs are grouped in the command officer's category. Additionally, each piece of fire equipment is assigned to a specific category based on the type of vehicle and what it is used for. A bill for a rural fire service call is calculated for the exact amount of time each piece of equipment is assigned to a

¹ Estimated population for area of coverage per Department website.

² Based on call analysis described in Section 3, detailed in Schedule 3B.

Section 1

rural fire service call as well as all personnel based on their labor category and hourly rate. Bills range from the minimum charge of \$500 to the actual hourly rates multiplied by the number of hours each type of equipment and personnel are assigned to the rural fire service call. The costs can be split between customers if the fire has spread to multiple properties.

Table 1-1
Rural Fire Service Calls – Hourly Rates

Equipment	
Hazardous Materials Unit	\$650
Ladder Truck	550
Engine / Heavy Rescue	350
Tech Rescue	250
Brush Unit	125
Battalion Chief Vehicle	30
Other Staff Vehicle	25
Personnel	
Line Personnel	\$28
Company Officers	30
Command Officers	35

The City provides rural fire service for many different types of calls, each of which is classified under one of over 100 different response codes. As a part of our analysis, each call was categorized into one of ten different classifications. Those call types are:

- | | |
|-----------------------|-------------------|
| ■ EMS | ■ Miscellaneous |
| ■ False Alarm | ■ Other Fires |
| ■ Good Intent | ■ Rescue |
| ■ Grass Fires | ■ Structure Fires |
| ■ Hazardous Condition | ■ Vehicle Fires |

Within those classifications, there are several call types that the City does not currently charge for including: EMS assists; general cleanup at vehicle accidents; response to gas leaks; response to OSU property; and response to unreported controlled burns. Currently, the majority of EMS services are contracted out to a service called LifeNet, but the Fire Department is also called upon to provide EMS assists consisting of two to three personnel and a vehicle deployed to aid the EMS during the service call. EMS calls are one of the most common call types for both in-city and rural calls, as discussed in Section 3.

Section 2

FINANCIAL ANALYSIS

This section of the Report discusses the Fire Department’s overall budget and the development of a capital improvement plan to forecast capital costs for a 15-year period (FY 2023 – FY 2037). These capital costs are then used by NewGen to assist in determining the hourly rates that should be charged for the equipment when making rural fire service calls.

Revenue Requirement³

The Project Team reviewed historical financial costs for FY 2021 and FY 2022 to develop a “Test Year” based on the FY 2023 budget. The Test Year is an adjusted fiscal year used to represent the system under typical conditions. Adjustments were made for one-time expenses and revenues. The development of the Test Year for the Fire Department is shown in Schedule 1A and was used to develop a 3-year forecast for FY 2024-2026 (Schedule 2A). Several meetings with City staff were held to determine proper adjustments to the Test Year. Capital expenses (for firefighting equipment) are summarized in the capital improvement plan (Schedule 3A) while the remaining costs (labor, benefits, etc.) were inflated based on industry standards⁴ or staff input as shown in Table 2-1.

Table 2-1
Inflation Factors

	Year 1	Year 2	Year 3
	2024	2025	2026
General	3.00%	3.00%	3.00%
Salary	4.00%	4.00%	4.00%
Benefits	5.00%	5.00%	5.00%
Capital Costs	5.00%	5.00%	5.00%
Fuel	3.00%	3.00%	3.00%
None	0.00%	0.00%	0.00%

Capital Improvement Plan

Capital spending for the Department consists of three main categories: fleet replacement (fire engines, etc.); infrastructure (fire stations); and miscellaneous equipment (bunker gear, etc.). Infrastructure spending is used for repairs and renovations for the various fire stations located in the City. Miscellaneous equipment is comprised of essential items used during fire and rescue calls such as bunker gear and

³ The revenue requirement is defined as the Fire Department’s total operating costs (labor, benefits, fuel, equipment repairs, etc.) plus the total annualized capital costs that are required to replace all equipment on a regularly scheduled basis. For instance, if a fire engine costs \$700,000 and has a useful life of 10 years, then the annualized cost is \$70,000 per year, and that amount needs to be set aside annually if the vehicle is to be paid with cash, or it should be budgeted for, and a bond issue scheduled when the vehicle needs to be replaced.

⁴ Vehicle purchase prices were inflated by 5% per year per the Project Team, and approved by the City.

Section 2

breathing apparatuses. Each of these three cost categories were forecasted over a 15-year period (FY 2023-2037).

The majority of the capital spending is contained within the fleet replacement plan. The Fire Department currently has 26 vehicles (three of which are reserve vehicles) that each have a suggested useful life based on the type of vehicle. Engines should be replaced every 12 years, ladder trucks every 15 years, and all other vehicles should be replaced every 10 years.⁵ This is further detailed in Schedule 4A. There are several vehicles that are in need of replacement based on their designated useful life. All vehicles that are past their projected time for replacement have been manually scheduled for replacement in FY 2024 of the capital improvement plan shown in Schedule 3A. The fleet replacement plan was forecast over a 15-year period to capture replacement of all current vehicles.

The 15-year average for fleet replacement and 6-year averages for infrastructure and miscellaneous equipment were summed to find the forecasted annual capital spending of \$1,305,336. This is the value used as the projected capital outlays expense shown in Schedule 2A.

Unit Costs

In order to determine the hourly rate that should be charged for each piece of equipment, the Project Team identified the minimum, maximum, and average hourly rates for each piece of equipment. Equipment differs from personnel in that it does not have an hourly rate of pay like a firefighter that can be used to determine an hourly rate to charge for a rural fire service call. Therefore, per City recommendations, the “construction trade standard”, which is the purchase price divided by 1,000 hours, was used to determine the hourly rate for each vehicle. Using this method, each vehicle’s purchase cost, and the year it was purchased in, was inflated by 5% per year to determine its approximate cost in FY 2023 dollars.⁶ This value was then divided by 1,000 hours to determine the hourly rate that should be charged. Then, the hourly rate of each vehicle within a rate class was averaged together to create an average hourly rate for each class. The Project Team proposed rates that increased over a 3-year period as shown in Schedule 4A to mitigate the impact on customers.

A similar method was used to determine the hourly labor rates for rural fire service calls as shown in Schedule 5A. The Project Team utilized the minimum, maximum, and average hourly rates for each position to calculate average hourly rates. Per a City recommendation, NewGen utilized a fully loaded rate, inclusive of the cost of benefits and education pay, utilizing a 50% multiplier.⁷

Call Examples

The Project Team ran multiple scenarios to quantify the cost associated with different types of calls to which the Fire Department typically responds. Details of each scenario can be seen in Schedule 7A. Scenarios included:

1. A single unit response consisting of two vehicles and four personnel (call lasting 2 hours).
2. A multiple unit response consisting of four vehicles and six personnel (call lasting 2 hours).

⁵ Per City.

⁶ Example, Truck 1 Aerial 107' was purchased in 2021 for \$990,000 x (1.05)² = \$1,091,475 in FY 2023 dollars.

⁷ For instance, if the hourly wage a firefighter is paid is \$20 per hour, the addition of benefits and education pay would add an additional \$10 to the rate, so the hourly rate for going to a rural fire service call would be \$30 per hour.

3. A multiple unit response consisting of five vehicles and nine personnel (call lasting 4 hours).

Under Scenario 1, the billed amount never exceeds \$2,000 therefore the cost is the same for those with and without a membership. The call requiring more personnel and equipment represented in Scenario 2, is where the members start receiving noticeable cost savings due to being a member. With a membership, the total bill regardless of length of time spent at the call or number of units responding is capped at \$2,000.

In Scenario 2, in FY 2025 the bill for a non-member reaches \$2,100 and in FY 2026 it is \$2,465 representing \$100 and \$465 in savings for members, respectively. Those savings continue to increase as the length of the call and number of necessary units increases. By FY 2026 of Scenario 3, unit charges reach \$6,480, saving members over \$4,000 on their rural fire service bill. It is clear that there is a benefit to having a membership, but those benefits only begin to show themselves once the magnitude of the call is quite large.

Section 3

CALL ANALYSIS

The Project Team analyzed the call data for calendar year (CY) 2022. There were approximately 4,177 calls made to the Fire Department that year, each labeled using one of 105 code descriptions. Those calls were then classified under the ten categories.⁸ Rural fire service calls are itemized in Table 3-1, while all call types received by the Fire Department are further detailed in Schedule 1B.⁹

Of the 4,177 calls to the Fire Department, 392 (9.4%) were from rural customers. While the most calls received by the Fire Department, in total (both calls in the City limits and rural fire service calls) for the year were EMS related (1,423, or 34.1% of all calls), the most common rural call type was “Good Intent”. The majority of Good Intent calls are situations in which units were dispatched, but then canceled on route to the location. EMS calls were the second most common call type for rural calls in CY 2022. ***Currently, the Fire Department does not bill for EMS calls, though they mentioned during the course of this study that they would be open to considering that option. Depending on how these calls were billed, they could potentially result in \$30,000 to \$45,000 in additional revenue for the Fire Department.***¹⁰

Table 3-1
CY 2022 Rural Fire Service Calls

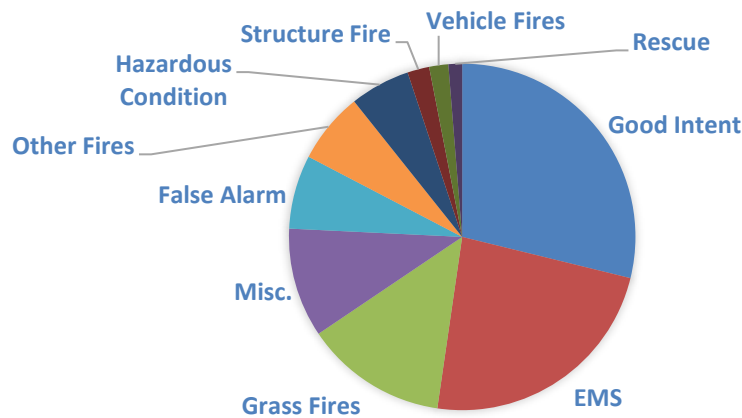
Classification	Count of Calls	% of Calls
Good Intent	113	28.83%
EMS	92	23.47%
Grass Fires	52	13.27%
Miscellaneous	40	10.20%
False Alarm	27	6.89%
Other Fires	26	6.63%
Hazardous Condition	22	5.61%
Structure Fire	8	2.04%
Vehicle Fires	7	1.79%
Rescue	5	1.28%
Total	392	100%

⁸ Codes were classified by the Project Team with assistance from the City.

⁹ The listing of Total Calls is broken out for In City Calls, Rural Calls and Mutual Aid Calls.

¹⁰ This assumes these calls would be billed \$300 to \$500 per occurrence. This is for illustrative purposes only. The method for billing labor and equipment would need to be finalized for these types of calls prior to implementing such a fee. A key question is whether the City could collect these monies, and if so, from who – the individual, insurance company, other?

Figure 3-1
CY 2022 Rural Fire Calls



The City also provided nine months of actual rural fire bills for July 2022 through March 2023. In October 2022, the Fire Department employed the use of a new call system that provides more granularity with regard to the type of data compiled. The data gathered provides the date, type of incident, number of responding units, total charges, and membership status of the property owner. The breakdown of this information is shown in Schedules 2B and 3B. Of the 26 calls that specified membership status, only 23% (6 total calls) were received from members.

Additionally, of the 51 billed calls, 32 were billed the minimum amount charged: \$500. This means that over 60% of the calls within the given period if billed for actual equipment and labor charges would have been less than \$500. Since the minimum charge is \$500 whether you are a member or not, this does not create a strong incentive for having a membership.

In Schedule 4B, the Project Team ran a scenario to assess the option of providing a discount on the first call per fiscal year for members. Fees for EMS assists were also included in this scenario as well as a potential discount for the first EMS assist per fiscal year. While these discounts would be a reduction in revenue for the Fire Department, increasing the hourly rates (equipment and personnel) and membership fee would more than recover this change in policy, assuming the percentage of calls from members remains the same. Providing more of an incentive to obtain the membership, would hopefully result in an increase in the number of memberships sold. This would potentially increase the percentage of calls from members, but the added revenue from charging for EMS assists and raising the equipment and labor hourly rates should more than offset any revenue loss from offering the discounts.

Section 4 BENCHMARKING

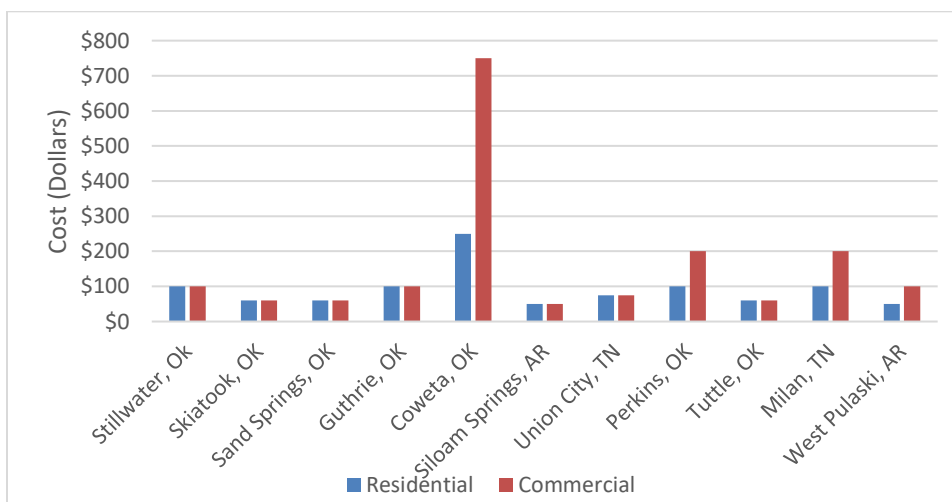
As a part of the Report, the Project Team conducted a benchmarking analysis of ten communities that also provide fire service to individuals and properties outside of their city limits. This list of cities included in the benchmarking is shown below. Most of the information was obtained from each city's fire department website. Additionally, many of these entities were contacted by phone or by email to fill in information "gaps" when possible.

- | | |
|--------------------|---------------------------|
| ■ Coweta, OK | ■ Siloam Springs, OK |
| ■ Guthrie, OK | ■ Skiatook, OK |
| ■ Milan, TN | ■ Tuttle, OK |
| ■ Perkins, OK | ■ Union City, TN |
| ■ Sand Springs, OK | ■ West Pulaski County, AR |

Both the type of fees and amount charged for rural fire service varies from city to city. All cities included in the benchmarking were chosen because they provide some form of rural fire service and bill for those calls. The details of information collected can be seen in Schedule 5B.

Similar to Stillwater, the majority of the cities have an annual fee for providing service and membership is on a voluntary basis. Although Sand Springs' fire program is voluntary, those with a utility bill are auto subscribed and must opt out of the service. They also have an additional mandatory fee for their EMS service. The other cities with a separate membership fee for EMS are Skiatook and Tuttle. Some of the communities such as Skiatook give subscribers the option of paying the annual membership on a monthly basis. Coweta, Perkins, Milan, and West Pulaski all offer different rates based on a customer class designation (i.e. residential or commercial property) with the greatest difference being for Coweta with a \$250 annual fee for residential customers and \$750 for commercial customers.

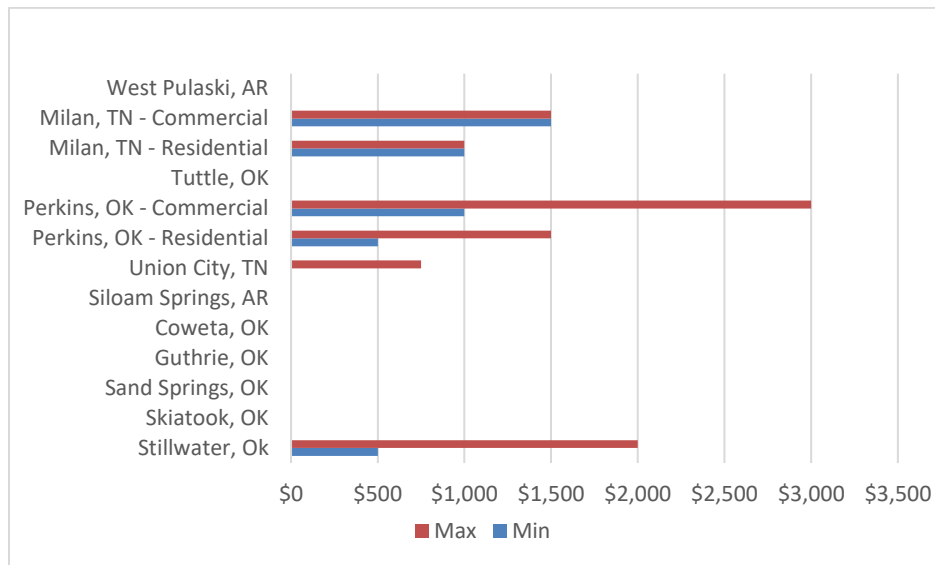
**Figure 4-1
Residential and Commercial Membership Fees (Annual)**



Section 4

Another notable difference between the various communities is how they charge their members if the fire department is called. While the City of Stillwater's fee structure contains a minimum and maximum fee charged to members, some communities membership fee fully covers the cost of at least one rural fire call. Skiatook provides one "fire call" per fiscal year at no additional cost and all additional calls at \$250 per hour per fire unit. Rather than a maximum and minimum, some cities such as Union City provide service at a set rate for members. Their rate is \$750 per call for members and \$2,500 per call for non-members.

Figure 4-2
Minimum and Maximum Bills with Membership



Overall, the membership fee and level of service provided by the Stillwater Fire Department is generally similar to the fee structures and service levels provided by the other cities. However, the billing analysis completed by NewGen that was discussed in the prior section shows that many calls (if billed at the hourly rates for equipment and labor) fall below the minimum bill (i.e. \$500), the City does not provide as much incentive for having a membership as other communities. This could potentially be remedied by including a discount for members, that would differentiate their bills from those of non-members with similar types of calls.

Section 5

FINDINGS AND RECOMMENDATIONS

This section provides NewGen’s FY 2024 through FY 2026 fee recommendation for the personnel and equipment hourly rates, changes to the fee structure and potential membership incentives.

1. Increase personnel and equipment hourly rates, as shown in Table 5-1.
2. Consider changes to the membership fee structure. This would include increasing the annual fee, differentiating between the cost of residential (\$125) and commercial (\$250) membership, and offering a \$250 discount off the first call each year for members.
3. Consider charging for EMS assists. Additionally, it would be recommended to offer a discount of \$150 off the first EMS call each year for members.¹¹
4. Changes to membership should be marketed to rural customers in a way that shows the new added benefits to joining and increasing the awareness of the program.
5. NewGen would recommend the City consider charging Oklahoma State University (OSU) for all calls by the Fire Department on OSU campus.

Table 5-1
Proposed Rates

	Current Hourly Rate	FY 2024	FY 2025	FY 2026
Equipment				
Hazardous Materials Unit	\$650.00	\$650.00	\$650.00	\$650.00
Ladder Truck	550.00	700.00	850.00	1,000.00
Engine/Heavy Rescue	350.00	450.00	550.00	650.00
Tech Rescue	250.00	300.00	350.00	400.00
Brush Unit	125.00	150.00	175.00	200.00
Battalion Chief Vehicle	30.00	40.00	50.00	60.00
Other Staff Vehicles	25.00	35.00	45.00	55.00
Personnel				
Line Personnel	\$28.00	\$45.00	\$52.50	\$60.00
Company Officers	30.00	52.50	60.00	67.50
Command Officers	35.00	75.00	90.00	105.00

¹¹ For purposes of this analysis, we have assumed an EMS call would cost \$500, the minimum bill, less a member discount of \$150 equals a \$350 bill, as this is consistent with the Fire Department’s current billing practices. However, Schedule 4B lists the personnel and equipment that respond to the “typical” EMS call as a cost of \$265, so perhaps the fee for an EMS call should be \$265, with a discount of \$150. Therefore, if you have a membership, the resulting bill is \$115 for the first EMS call per year. For a non-member the fee would be \$265. This is a policy issue that NewGen would recommend the City consider.



APPENDIX A

FINANCIAL ANALYSIS SCHEDULES

Appendix A

Financial Analysis Schedules

Schedule 1A	Budget
Schedule 2A	Three-Year Forecast
Schedule 3A	Capital Improvement Plan
Schedule 4A	Vehicle Hourly Rates
Schedule 5A	Labor Hourly Rates
Schedule 6A	Proposed Rates
Schedule 7A	Example Bills

City of Stillwater, Oklahoma Rural Fire Fee Study Budget										
Line No.	Key	Account Name	Category	FY 2021 Budget	FY 2021 Actual	FY 2022 Budget	FY 2022 Actual	FY 2023 Budget	Adjustments	Inflation Factor
1		Expenses								
2		1016510 - Fire Fighting								
3	51001	Full Time	Fire Fighting	\$ 5,320,467	\$ 5,310,502	\$ 5,718,734	\$ 5,794,904	\$ 5,954,112		\$ 5,954,112 Salary
4	51002	Part Time	Fire Fighting	19,080	16,286	19,461	16,210	43,098		43,098 Salary
5	51003	Overtime	Fire Fighting	279,056	246,446	245,000	241,884	275,000		275,000 Salary
6	51004	Allowance	Fire Fighting	515,493	548,354	565,837	566,868	600,341		600,341 Salary
7	51005	On-Call	Fire Fighting	-	-	-	-	-		- Salary
8	51021	Social Security	Fire Fighting	100,155	91,069	100,591	98,994	109,270		109,270 Benefits
9	51022	Retirement	Fire Fighting	7,232	6,845	6,758	6,835	6,706		6,706 Benefits
10	51023	Health Insurance	Fire Fighting	-	987,747	-	1,294,571	-	1,400,000	1,400,000 Benefits 1
11	51025	Workers' Compensation	Fire Fighting	-	70,076	-	369,259	-	150,000	150,000 Benefits 1
12	51031	Pension Benefits	Fire Fighting	789,648	790,758	847,452	860,202	901,991		901,991 Benefits
13	52002	Prizes and Awards	Fire Fighting	-	-	-	-	1,315		1,315 General
14	52012	Vehicle Repair Parts	Fire Fighting	30,500	30,126	39,754	39,841	45,000		45,000 Capital Costs
15	52024	Equipment Parts	Fire Fighting	-	-	-	-	-		- General
16	52031	Office Supplies	Fire Fighting	2,000	1,875	1,647	1,610	2,000		2,000 General
17	52034	Postage	Fire Fighting	500	242	144	144	500		500 General
18	52036	Janitorial Supplies	Fire Fighting	6,475	4,985	5,250	5,241	5,600		5,600 General
19	52039	Chemicals	Fire Fighting	1,400	1,325	1,330	1,325	1,100		1,100 General
20	52040	Books & Publications	Fire Fighting	2,500	881	1,172	1,172	2,000		2,000 General
21	52041	Clothing & Uniforms	Fire Fighting	62,300	56,296	56,389	56,388	60,000		60,000 Capital Costs
22	52042	Food	Fire Fighting	2,000	989	1,500	1,436	2,000		2,000 General
23	52043	Vehicle Fuel & Oil	Fire Fighting	22,000	19,336	36,569	42,015	28,000	20,000	48,000 Fuel 2
24	52044	Protective Clothing	Fire Fighting	45,518	45,517	30,671	30,657	25,000		25,000 Capital Costs
25	52045	Minor Tools	Fire Fighting	2,800	1,904	3,409	2,477	7,000		7,000 General
26	52046	Supplies	Fire Fighting	7,120	5,356	5,600	5,365	6,285		6,285 General
27	52048	Safety Equipment	Fire Fighting	9,182	5,586	9,716	3,726	6,512		6,512 General
28	52077	Technology & PC Hardware	Fire Fighting	300	279	-	-	-		- General
29	52084	Furniture, Fixtures & Equipmnt	Fire Fighting	2,925	2,924	15,445	14,781	14,950		14,950 Capital Costs
30	52900	Clearing-Materials & Supplies	Fire Fighting	-	-	-	-	-		- General
31	53001	Natural Gas	Fire Fighting	5,000	4,770	7,050	6,738	5,000		5,000 General
32	53004	Telecommunications	Fire Fighting	19,300	19,452	17,000	18,658	16,000		16,000 General
33	53011	Equipment Rental	Fire Fighting	4,000	2,929	3,300	3,282	3,400		3,400 General
34	53014	Other Rentals	Fire Fighting	-	-	-	-	-		- General
35	53018	Repair-Vehicles	Fire Fighting	-	-	-	-	3,800		3,800 General
36	53020	Repair-Structures	Fire Fighting	36,133	25,473	28,675	28,639	41,900		41,900 General
37	53023	Repair-HVAC	Fire Fighting	5,200	3,782	2,000	1,950	5,000		5,000 General
38	53030	Repair-Equipment	Fire Fighting	2,630	2,189	875	875	1,200		1,200 General
39	53045	Grant Expenditure	Fire Fighting	-	-	10,000	-	267,246	(267,246)	- General 3
40	53047	Public Education	Fire Fighting	8,799	4,838	9,299	2,194	12,105		12,105 General
41	53054	Dues & Subscriptions	Fire Fighting	8,000	7,178	7,267	7,263	9,000		9,000 General
42	53055	Training	Fire Fighting	31,775	12,910	33,122	29,841	88,202		88,202 General
43	53064	Contract for Services	Fire Fighting	3,700	2,906	2,100	2,060	3,000		3,000 General
44	53068	Travel Expense	Fire Fighting	-	-	1,310	1,120	2,000		2,000 General
45	53069	Professional Services	Fire Fighting	3,000	1,756	18,450	17,494	8,000		8,000 General
46	53070	Medical Testing	Fire Fighting	17,000	15,078	13,306	13,148	20,000		20,000 General
47	53079	Safety Equipment Testing	Fire Fighting	-	-	-	-	24,150		24,150 General
48	53094	Landscape Maintenance	Fire Fighting	-	-	-	-	-		- General
49	53124	Tort Claim	Fire Fighting	-	-	764	764	-		- General
50	53127	Janitorial Services	Fire Fighting	4,870	4,400	5,490	4,800	6,000		6,000 General
51	53900	Clearing-Other Services & Fees	Fire Fighting	-	-	-	-	-		- General
52	54008	Other Equipment	Fire Fighting	225,000	-	220,320	220,320	-		- General
53	54008	Other Equipment	Fire Fighting	40,000	38,431	-	-	-		- General
54	54009	Construction Contracts	Fire Fighting	41,000	34,154	-	-	-		- General
55	55000	Capital Lease Payments	Fire Fighting	-	-	-	-	-		- General
56	56000	Direct Costs	Fire Fighting	7,538	7,538	7,538	7,538	7,538		7,538 General
57	56001	Indirect Costs	Fire Fighting	9,138	9,138	9,138	9,138	9,138		9,138 General
58	54001	Vehicles	Fire Fighting	400,000	392,239	7,761	-	7,761	(7,761)	- Capital Costs 4
		Subtotal - Fire Fighting		\$ 8,100,734	\$ 8,834,866	\$ 8,117,194	\$ 9,831,724	\$ 8,638,220		\$ 9,933,213
59		1016529 - Health (amb)								
60	52033	Medicine & Drugs	Health (amb)	\$ 6,000	\$ 3,474	4,913	\$ 4,621	\$ 5,600		\$ 5,600 General
61	52040	Books & Publications	Health (amb)	1,000	879	0	-	550		550 General
62	52045	Minor Tools	Health (amb)	-	-	0	-	1,100		1,100 General
63	52046	Supplies	Health (amb)	2,500	1,100	6,045	5,769	8,100		8,100 General
64	52084	Furniture, Fixtures & Equipmnt	Health (amb)	-	-	195	-	-		- General
65	52900	Clearing-Materials & Supplies	Health (amb)	-	-	-	-	-		- General
66	53030	Repair-Equipment	Health (amb)	5,398	5,032	1,555	1,555	300		300 General
67	53054	Dues & Subscriptions	Health (amb)	2,726	2,470	2,797	2,780	2,700		2,700 General
68	53055	Training	Health (amb)	11,300	10,221	1,871	1,865	9,500		9,500 General
69	53069	Professional Services	Health (amb)	16,000	16,000	16,000	16,000	16,000		16,000 General
70	53070	Medical Testing	Health (amb)	-	-	-	-	-		- General
71	53079	Safety Equipment Testing	Health (amb)	-	-	-	-	1,700		1,700 General
72	53900	Clearing-Other Services & Fees	Health (amb)	-	-	-	-	-		- General
		Subtotal - Health (amb)		\$ 44,924	\$ 39,176	\$ 33,376	\$ 32,590	\$ 45,550		\$ 45,550

City of Stillwater, Oklahoma
Rural Fire Fee Study
Budget

Line No.	Key	Account Name	Category	FY 2021 Budget	FY 2021 Actual	FY 2022 Budget	FY 2022 Actual	FY 2023 Budget	Adjustments	Test Year	Inflation Factor
73	1606510 - Rural Fire										
74	51003	Overtime	Rural Fire	\$ 34,942	\$ 3,664	\$ 39,854	\$ 5,342	\$ 10,000		10,000	Salary
75	51021	Social Security	Rural Fire	54	54	78	78	-		-	Benefits
76	51031	Pension Benefits	Rural Fire	4	3	-	-	-		-	Benefits
77	52012	Vehicle Repair Parts	Rural Fire	7,680	7,302	5,340	5,176	-		-	General
78	52034	Postage	Rural Fire	2,000	1,168	2,000	1,698	2,000		2,000	General
79	52041	Clothing & Uniforms	Rural Fire	-	-	2,000	1,923	-		-	General
80	52043	Vehicle Fuel & Oil	Rural Fire	5,000	4,710	12,100	10,928	6,000		6,000	Fuel
81	52044	Protective Clothing	Rural Fire	2,000	1,273	3,100	113	25,000		25,000	Capital Costs
82	52045	Minor Tools	Rural Fire	9,320	4,819	5,054	3,759	20,000	(10,000)	10,000	Capital Costs
83	52046	Supplies	Rural Fire	1,200	310	4,200	2,298	4,200		4,200	General
84	52900	Clearing-Materials & Supplies	Rural Fire	-	-	-	-	-		-	General
85	53018	Repair-Vehicles	Rural Fire	-	-	-	-	10,000		10,000	General
86	53020	Repair-Structures	Rural Fire	-	-	10,000	8,905	-		-	General
87	53021	Repair-Radio Equipment	Rural Fire	-	-	-	-	-		-	General
88	53023	Repair-HVAC	Rural Fire	-	-	-	-	-		-	General
89	53030	Repair-Equipment	Rural Fire	6,500	5,828	8,706	7,938	1,000		1,000	General
90	53057	Advertising	Rural Fire	2,000	867	500	111	2,000		2,000	General
91	53069	Professional Services	Rural Fire	-	-	-	-	40,900	(40,900)	-	General
92	53079	Safety Equipment Testing	Rural Fire	-	-	-	-	12,500		12,500	General
93	53145	Grant Match	Rural Fire	-	-	-	-	25,625	(25,625)	-	General
94	53900	Clearing-Other Services & Fees	Rural Fire	-	-	-	-	-		-	General
95	54001	Vehicles	Rural Fire	300,000	300,000	-	-	-		-	General
96	54012	Building & Structures	Rural Fire	26,349	20,079	47,631	47,631	-		-	General
97	55000	Capital Lease Payments	Rural Fire	-	-	-	-	173,747	(173,747)	-	Capital Costs
Subtotal - Rural Fire				\$ 397,049	\$ 350,077	\$ 140,563	\$ 95,901	\$ 332,972		\$ 82,700	
98	Capital Outlays										
	Cash Capital Outlays	Capital Outlays		-	-	-	-	-		-	None
Subtotal - Capital Outlays				\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Total - Expenses				\$ 8,542,707	\$ 9,224,119	\$ 8,291,133	\$ 9,960,215	\$ 9,016,742		\$ 10,061,463	
99	Revenues										
100	1016510 - Fire Fighting										
101	42512	Burn Permit	Fire Fighting	\$ 150	\$ 450	\$ 150	\$ 450	\$ 500		500	None
102	43100	Federal Grant Revenue	Fire Fighting	-	-	-	-	256,246	(256,246)	-	None
103	43000	Grant Revenue	Fire Fighting	-	-	10,000	10,500	-		-	None
104	47031	Inspection Fee	Fire Fighting	-	-	-	4,633	-		-	None
105	48700	Miscellaneous Revenue	Fire Fighting	-	4	-	222	-		-	None
106	48701	Donations	Fire Fighting	200,000	-	-	-	-		-	None
107	48701	Donations	Fire Fighting	-	-	500	500	-		-	None
Subtotal - Fire Fighting				\$ 200,150	\$ 454	\$ 10,650	\$ 16,305	\$ 256,746		\$ 500	
108	1016529 - Health (amb)										
109	44011	Ambulance Service	Health (amb)	\$ -	\$ -	\$ -	\$ 84	\$ -		-	None
Subtotal - Health (amb)				\$ -	\$ -	\$ -	\$ 84	\$ -		\$ -	
110	1600000 - Rural Fire Fund Admin										
111	44003	Rural Fire Membership	Rural Fire Fund Admin	\$ 100,000	\$ 103,200	\$ 100,000	\$ 99,500	\$ 100,000		100,000	None
112	44004	Rural Fire Response	Rural Fire Fund Admin	20,000	32,621	20,000	49,044	18,000	7,000	25,000	None
113	44005	Rural Rescue Response	Rural Fire Fund Admin	1,000	(1,406)	1,000	4,051	1,000		1,000	None
114	46199	Interest Allocated	Rural Fire Fund Admin	-	3,977	-	2,141	-		-	None
Subtotal - Rural Fire Fund Admin				\$ 121,000	\$ 138,393	\$ 121,000	\$ 154,736	\$ 119,000		\$ 126,000	
Total - Revenues				\$ 321,150	\$ 138,846	\$ 131,650	\$ 171,125	\$ 375,746		\$ 126,500	
Over/(Under) Recovery				\$ (8,221,557)	\$ (9,085,273)	\$ (8,159,483)	\$ (9,789,089)	\$ (8,640,996)		\$ (9,934,963)	

Footnotes:

- 1 Per City Staff
- 2 Per City Staff, Anticipated by EOY and 3% Thereafter
- 3 One-Time Expense
- 4 Moved to Capital Outlays
- 5 Per City Staff Reduced by 50%
- 6 NewGen Services, One-Time Expense
- 7 One-Time Revenue
- 8 Rural Fire Membership is \$100/year for 1,000 members
- 9 Per NewGen

City of Stillwater, Oklahoma
Rural Fire Fee Study
Three-Year Forecast

Line No.	Account Name	Category	Test Year	Year 1 2024	Year 2 2025	Year 3 2026
1	Expenses					
2	1016510 - Fire Fighting					
3	51001 Full Time	Fire Fighting	\$ 5,954,112	\$ 6,192,276	\$ 6,439,968	\$ 6,697,566
4	51002 Part Time	Fire Fighting	43,098	44,822	46,615	48,479
5	51003 Overtime	Fire Fighting	275,000	286,000	297,440	309,338
6	51004 Allowance	Fire Fighting	600,341	624,355	649,329	675,302
7	51005 On-Call	Fire Fighting	-	-	-	-
8	51021 Social Security	Fire Fighting	109,270	114,734	120,470	126,494
9	51022 Retirement	Fire Fighting	6,706	7,041	7,393	7,763
10	51023 Health Insurance	Fire Fighting	1,400,000	1,470,000	1,543,500	1,620,675
11	51025 Workers' Compensation	Fire Fighting	150,000	157,500	165,375	173,644
12	51031 Pension Benefits	Fire Fighting	901,991	947,091	994,445	1,044,167
13	52002 Prizes and Awards	Fire Fighting	1,315	1,354	1,395	1,437
14	52012 Vehicle Repair Parts	Fire Fighting	45,000	47,250	49,613	52,093
15	52024 Equipment Parts	Fire Fighting	-	-	-	-
16	52031 Office Supplies	Fire Fighting	2,000	2,060	2,122	2,185
17	52034 Postage	Fire Fighting	500	515	530	546
18	52036 Janitorial Supplies	Fire Fighting	5,600	5,768	5,941	6,119
19	52039 Chemicals	Fire Fighting	1,100	1,133	1,167	1,202
20	52040 Books & Publications	Fire Fighting	2,000	2,060	2,122	2,185
21	52041 Clothing & Uniforms	Fire Fighting	60,000	63,000	66,150	69,458
22	52042 Food	Fire Fighting	2,000	2,060	2,122	2,185
23	52043 Vehicle Fuel & Oil	Fire Fighting	48,000	49,440	50,923	52,451
24	52044 Protective Clothing	Fire Fighting	25,000	26,250	27,563	28,941
25	52045 Minor Tools	Fire Fighting	7,000	7,210	7,426	7,649
26	52046 Supplies	Fire Fighting	6,285	6,474	6,668	6,868
27	52048 Safety Equipment	Fire Fighting	6,512	6,707	6,909	7,116
28	52077 Technology & PC Hardware	Fire Fighting	-	-	-	-
29	52084 Furniture, Fixtures & Equipmnt	Fire Fighting	14,950	15,698	16,482	17,306
30	52900 Clearing-Materials & Supplies	Fire Fighting	-	-	-	-
31	53001 Natural Gas	Fire Fighting	5,000	5,150	5,305	5,464
32	53004 Telecommunications	Fire Fighting	16,000	16,480	16,974	17,484
33	53011 Equipment Rental	Fire Fighting	3,400	3,502	3,607	3,715
34	53014 Other Rentals	Fire Fighting	-	-	-	-
35	53018 Repair-Vehicles	Fire Fighting	3,800	3,914	4,031	4,152
36	53020 Repair-Structures	Fire Fighting	41,900	43,157	44,452	45,785
37	53023 Repair-HVAC	Fire Fighting	5,000	5,150	5,305	5,464
38	53030 Repair-Equipment	Fire Fighting	1,200	1,236	1,273	1,311
39	53045 Grant Expenditure	Fire Fighting	-	-	-	-
40	53047 Public Education	Fire Fighting	12,105	12,468	12,842	13,227
41	53054 Dues & Subscriptions	Fire Fighting	9,000	9,270	9,548	9,835
42	53055 Training	Fire Fighting	88,202	90,848	93,574	96,381
43	53064 Contract for Services	Fire Fighting	3,000	3,090	3,183	3,278
44	53068 Travel Expense	Fire Fighting	2,000	2,060	2,122	2,185
45	53069 Professional Services	Fire Fighting	8,000	8,240	8,487	8,742
46	53070 Medical Testing	Fire Fighting	20,000	20,600	21,218	21,855
47	53079 Safety Equipment Testing	Fire Fighting	24,150	24,875	25,621	26,389
48	53094 Landscape Maintenance	Fire Fighting	-	-	-	-
49	53124 Tort Claim	Fire Fighting	-	-	-	-
50	53127 Janitorial Services	Fire Fighting	6,000	6,180	6,365	6,556
51	53900 Clearing-Other Services & Fees	Fire Fighting	-	-	-	-
52	54008 Other Equipment	Fire Fighting	-	-	-	-
53	54008 Other Equipment	Fire Fighting	-	-	-	-
54	54009 Construction Contracts	Fire Fighting	-	-	-	-
55	55000 Capital Lease Payments	Fire Fighting	-	-	-	-
56	56000 Direct Costs	Fire Fighting	7,538	7,764	7,997	8,237
57	56001 Indirect Costs	Fire Fighting	9,138	9,412	9,695	9,985
58	54001 Vehicles	Fire Fighting	-	-	-	-
	Subtotal - Fire Fighting		\$ 9,933,213	\$ 10,354,193	\$ 10,793,265	\$ 11,251,216
59	1016529 - Health (amb)					
60	52033 Medicine & Drugs	Health (amb)	\$ 5,600	\$ 5,768	\$ 5,941	\$ 6,119
61	52040 Books & Publications	Health (amb)	550	567	583	601
62	52045 Minor Tools	Health (amb)	1,100	1,133	1,167	1,202
63	52046 Supplies	Health (amb)	8,100	8,343	8,593	8,851
64	52084 Furniture, Fixtures & Equipmnt	Health (amb)	-	-	-	-
65	52900 Clearing-Materials & Supplies	Health (amb)	-	-	-	-
66	53030 Repair-Equipment	Health (amb)	300	309	318	328
67	53054 Dues & Subscriptions	Health (amb)	2,700	2,781	2,864	2,950
68	53055 Training	Health (amb)	9,500	9,785	10,079	10,381

City of Stillwater, Oklahoma
Rural Fire Fee Study
Three-Year Forecast

Line No.	Account Name	Category	Test Year	Year 1 2024	Year 2 2025	Year 3 2026
69	53069	Professional Services	Health (amb)	16,000	16,480	16,974
70	53070	Medical Testing	Health (amb)	-	-	-
71	53079	Safety Equipment Testing	Health (amb)	1,700	1,751	1,804
72	53900	Clearing-Other Services & Fees	Health (amb)	-	-	-
Subtotal - Health (amb)			\$ 45,550	\$ 46,917	\$ 48,324	\$ 49,774
73	1606510 - Rural Fire					
74	51003	Overtime	Rural Fire	\$ 10,000	\$ 10,400	\$ 10,816
75	51021	Social Security	Rural Fire	-	-	-
76	51031	Pension Benefits	Rural Fire	-	-	-
77	52012	Vehicle Repair Parts	Rural Fire	-	-	-
78	52034	Postage	Rural Fire	2,000	2,060	2,122
79	52041	Clothing & Uniforms	Rural Fire	-	-	-
80	52043	Vehicle Fuel & Oil	Rural Fire	6,000	6,180	6,365
81	52044	Protective Clothing	Rural Fire	25,000	26,250	27,563
82	52045	Minor Tools	Rural Fire	10,000	10,500	11,025
83	52046	Supplies	Rural Fire	4,200	4,326	4,456
84	52900	Clearing-Materials & Supplies	Rural Fire	-	-	-
85	53018	Repair-Vehicles	Rural Fire	10,000	10,300	10,609
86	53020	Repair-Structures	Rural Fire	-	-	-
87	53021	Repair-Radio Equipment	Rural Fire	-	-	-
88	53023	Repair-HVAC	Rural Fire	-	-	-
89	53030	Repair-Equipment	Rural Fire	1,000	1,030	1,061
90	53057	Advertising	Rural Fire	2,000	2,060	2,122
91	53069	Professional Services	Rural Fire	-	-	-
92	53079	Safety Equipment Testing	Rural Fire	12,500	12,875	13,261
93	53145	Grant Match	Rural Fire	-	-	-
94	53900	Clearing-Other Services & Fees	Rural Fire	-	-	-
95	54001	Vehicles	Rural Fire	-	-	-
96	54012	Building & Structures	Rural Fire	-	-	-
97	55000	Capital Lease Payments	Rural Fire	-	-	-
Subtotal - Rural Fire			\$ 82,700	\$ 85,981	\$ 89,399	\$ 92,961
98	Capital Outlays					
	Cash Capital Outlays	Capital Outlays	\$ 1,305,336	\$ 1,305,336	\$ 1,305,336	\$ 1,305,336 ¹
Subtotal - Capital Outlays			\$ 1,305,336	\$ 1,305,336	\$ 1,305,336	\$ 1,305,336
Total - Expenses			\$ 11,366,799	\$ 11,792,427	\$ 12,236,324	\$ 12,699,287
99	Revenues					
100	1016510 - Fire Fighting					
101	42512	Burn Permit	Fire Fighting	\$ 500	\$ 500	\$ 500
102	43100	Federal Grant Revenue	Fire Fighting	-	-	-
103	43000	Grant Revenue	Fire Fighting	-	-	-
104	47031	Inspection Fee	Fire Fighting	-	-	-
105	48700	Miscellaneous Revenue	Fire Fighting	-	-	-
106	48701	Donations	Fire Fighting	-	-	-
107	48701	Donations	Fire Fighting	-	-	-
Subtotal - Fire Fighting			\$ 500	\$ 500	\$ 500	\$ 500
108	1016529 - Health (amb)					
109	44011	Ambulance Service	Health (amb)	\$ -	\$ -	\$ -
Subtotal - Health (amb)			\$ -	\$ -	\$ -	\$ -
110	1600000 - Rural Fire Fund Admin					
111	44003	Rural Fire Membership	Rural Fire Fund Admin	\$ 100,000	\$ 100,000	\$ 100,000
112	44004	Rural Fire Response	Rural Fire Fund Admin	25,000	25,000	25,000
113	44005	Rural Rescue Response	Rural Fire Fund Admin	1,000	1,000	1,000
114	46199	Interest Allocated	Rural Fire Fund Admin	-	-	-
Subtotal - Rural Fire Fund Admin			\$ 126,000	\$ 126,000	\$ 126,000	\$ 126,000
Total - Revenues			\$ 126,500	\$ 126,500	\$ 126,500	\$ 126,500
Over/(Under) Recovery			\$ (11,240,299)	\$ (11,665,927)	\$ (12,109,824)	\$ (12,572,787)

¹ Schedule 3A, Line 47

City of Stillwater, Oklahoma
Rural Fire Fee Study
Capital Improvement Plan

Line No.	Description	Unit No.	Front-Line or Back-up?	Purchase Year	Purchase Cost	Inflated Cost	Replacement Plan Cost	Expected Life	Remaining Life	Planned Year	2021	2022	Year 1 2023	Year 2 2024	Year 3 2025	Year 4 2026	Year 5 2027	Year 6 2028	Year 7 2029
1 Current Fleet																			
Replacement Plan																			
2	Truck 1 Aerial 107'	45	Ladder 1	FL	2021	\$ 990,000	\$ 1,091,475	\$ 990,000	15	14	2021 ¹	\$ 990,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Engine 2	31	Engine 2	FL	2016	420,900	592,249	855,000	12	5	2031 ¹	-	-	-	-	-	-	-	-
4	Rescue 1	33	Rescue 1	FL	2012	370,000	632,826	700,000	12	3	2027 ¹	-	-	-	-	-	850,854	-	-
5	Tanker 71	71	Tanker 1 (?)	FL	2012	325,000	555,860	650,000	20	10	2031 ¹	-	-	-	-	-	-	-	-
6	Truck 3	43	Truck 3	FL	2006	637,000	1,460,016	1,400,000	15	-1	2024 ¹	-	-	1,470,000	-	-	-	-	-
7	Engine 1*	35	Engine 1	FL	2008	350,000	727,625	700,000	12	-2	2023 ¹	-	-	700,000	-	-	-	-	-
8	Engine 4*	36	Engine 4	FL	2008	350,000	727,625	700,000	12	-2	2023 ¹	-	-	700,000	-	-	-	-	-
9	Expedition	60		FL	2019	37,016	44,993		10	7	2029 ²	-	-	-	-	-	-	-	60,295
10	Canyon	61		FL	2008	18,424	38,302		10	-4	2024 ²	-	-	40,217	-	-	-	-	-
11	Squad	62	Squad	FL	2012	29,047	49,680	75,000	10	0	2023 ¹	-	75,000	-	-	-	-	-	-
12	BC	63		FL	2014	29,847	46,302		10	2	2024 ²	-	-	48,618	-	-	-	-	-
13	Transit Van	64		FL	2016	31,780	44,718		10	4	2026 ²	-	-	-	-	51,766	-	-	-
14	Expedition	66		FL	2019	37,041	45,024		10	7	2029 ²	-	-	-	-	-	-	-	60,336
15	Canyon	69		FL	2008	18,424	38,302		10	-4	2024 ²	-	-	40,217	-	-	-	-	-
16	Expedition	70		FL	2009	21,741	43,046		10	-3	2024 ²	-	-	45,198	-	-	-	-	-
17	Special Ops Truck	81		FL	2002	47,825	133,239		10	-10	2024 ²	-	-	139,901	-	-	-	-	-
18	Haz Mat Trailer	82		FL	2011	-	-		10	-1	2024 ²	-	-	-	-	-	-	-	-
19	BT3	52	Brush 3	FL	2019	37,769	45,908	210,000	10	7	2029 ¹	-	-	-	-	-	-	-	281,420
20	BT1	53	Brush 1	FL	2015	37,900	55,996	210,000	10	3	2025 ¹	-	-	-	231,525	-	-	-	-
21	BT2	54	Brush 2	FL	2017	35,102	47,040	210,000	10	5	2027 ¹	-	-	-	-	-	255,256	-	-
22	BT4	55	Brush 4	FL	2020	38,358	44,404	210,000	10	8	2030 ¹	-	-	-	-	-	-	-	-
23	Mechanic Truck	67		FL	2003	35,000	92,865		10	-9	2024 ²	-	-	97,509	-	-	-	-	-
24	Special Ops Trailer	22		FL	2001	9,994	29,235		10	-11	2024 ²	-	-	30,697	-	-	-	-	-
25 Reserve																			
26	Truck 5 Aerial 105' (Reserve)	44		BU	1996	507,282	1,893,915												
27	Engine 3 (Reserve)	37	Engine 3	BU	2000	250,000	767,881	855,000											
28	Engine 5 (Reserve)	38		BU	1994	183,000	753,253												
29 Subtotal - Replacement Plan											\$ 990,000	\$ -	\$ 1,475,000	\$ 1,912,356	\$ 231,525	\$ 51,766	\$ 1,106,111	\$ -	\$ 402,051
30 Infrastructure																			
31	Concrete Repairs					30,000				2023	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
32	Station 3 Renovation					150,000				2024	-	-	157,500	-	-	-	-	-	-
33	Station 4 Renovation					200,000				2025	-	-	-	220,500	-	-	-	-	-
34	Station Renovation					250,000				2028	-	-	-	-	-	-	-	319,070	-
35 Subtotal - Infrastructure											\$ -	\$ -	\$ 30,000	\$ 157,500	\$ 220,500	\$ -	\$ -	\$ -	-
36 Miscellaneous Equipment																			
37	Compressor					\$ 70,000				2023	\$ -	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	-
38	Battery Rescue Tools					70,000				2023	-	-	70,000	-	-	-	-	-	-
39	Bunker Gear					50,000				2023	-	-	50,000	-	-	-	-	-	-
40	Bunker Gear					50,000				2025	-	-	-	-	55,125	-	-	-	-
41	Bunker Gear					50,000				2026	-	-	-	-	-	57,881	-	-	-
42	Bunker Gear					50,000				2028	-	-	-	-	-	-	-	63,814	-
43	Rescue Equipment					200,000				2024	-	-	210,000	-	-	-	-	-	-
44	Alerting Systems Upgrade					500,000				2026	-	-	-	-	-	578,813	-	-	-
45	SCBA's					700,000				2027	-	-	-	-	-	-	850,854	-	-
46 Subtotal - Miscellaneous Equipment											\$ -	\$ -	\$ 190,000	\$ 210,000	\$ 55,125	\$ 636,694	\$ 850,854	\$ 63,814	-
47 Total											\$ 990,000	\$ -	\$ 1,695,000	\$ 2,279,856	\$ 507,150	\$ 688,460	\$ 1,956,965	\$ 63,814	\$ 402,051

¹ Per Replacement Plan² Per NewGen. Based on Expected Life.

City of Stillwater, Oklahoma
Rural Fire Fee Study
Capital Improvement Plan

Line No.	Description	Unit No.	Front-Line or Back-up?	Purchase Year	Purchase Cost	Inflated Cost	Replacement Plan Cost	Expected Life	Remaining Life	Planned Year	Year 8 2030	Year 9 2031	Year 10 2032	Year 11 2033	Year 12 2034	Year 13 2035	Year 14 2036	Year 15 2037		
																			Total	
																			FY 2023 - 2037	15-Year Average
1 Current Fleet		Replacement Plan																		
2	Truck 1 Aerial 107'	45	Ladder 1	FL	2021	\$ 990,000	\$ 1,091,475	\$ 990,000	15	14	2021	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,866,793	\$ -	\$ 1,866,793	\$ 124,453
3	Engine 2	31	Engine 2	FL	2016	420,900	592,249	855,000	12	5	2031	-	1,263,224	-	-	-	-	-	1,263,224	84,215
4	Rescue 1	33	Rescue 1	FL	2012	370,000	632,826	700,000	12	3	2027	-	-	-	-	-	-	-	850,854	56,724
5	Tanker 71	71	Tanker 1 (?)	FL	2012	325,000	555,860	650,000	20	10	2031	-	960,346	-	-	-	-	-	960,346	64,023
6	Truck 3	43	Truck 3	FL	2006	637,000	1,460,016	1,400,000	15	-1	2024	-	-	-	-	-	-	-	1,470,000	98,000
7	Engine 1*	35	Engine 1	FL	2008	350,000	727,625	700,000	12	-2	2023	-	-	-	-	1,257,099	-	-	1,957,099	130,473
8	Engine 4*	36	Engine 4	FL	2008	350,000	727,625	700,000	12	-2	2023	-	-	-	-	1,257,099	-	-	1,957,099	130,473
9	Expedition	60		FL	2019	37,016	44,993		10	7	2029	-	-	-	-	-	-	-	60,295	4,020
	Canyon	61		FL	2008	18,424	38,302		10	-4	2024	-	-	-	65,510	-	-	-	105,727	7,048
11	Squad	62	Squad	FL	2012	29,047	49,680	75,000	10	0	2023	-	-	122,167	-	-	-	-	197,167	13,144
12	BC	63		FL	2014	29,847	46,302		10	2	2024	-	-	-	79,193	-	-	-	127,811	8,521
13	Transit Van	64		FL	2016	31,780	44,718		10	4	2026	-	-	-	-	-	84,322	-	136,088	9,073
14	Expedition	66		FL	2019	37,041	45,024		10	7	2029	-	-	-	-	-	-	-	60,336	4,022
15	Canyon	69		FL	2008	18,424	38,302		10	-4	2024	-	-	-	65,510	-	-	-	105,727	7,048
16	Expedition	70		FL	2009	21,741	43,046		10	-3	2024	-	-	-	73,623	-	-	-	118,821	7,921
17	Special Ops Truck	81		FL	2002	47,825	133,239		10	-10	2024	-	-	-	227,883	-	-	-	367,784	24,519
18	Haz Mat Trailer	82		FL	2011	-	-		10	-1	2024	-	-	-	-	-	-	-	-	-
19	BT3	52	Brush 3	FL	2019	37,769	45,908	210,000	10	7	2029	-	-	-	-	-	-	-	281,420	18,761
20	BT1	53	Brush 1	FL	2015	37,900	55,996	210,000	10	3	2025	-	-	-	-	377,130	-	-	608,655	40,577
21	BT2	54	Brush 2	FL	2017	35,102	47,040	210,000	10	5	2027	-	-	-	-	-	-	415,786	671,042	44,736
22	BT4	55	Brush 4	FL	2020	38,358	44,404	210,000	10	8	2030	295,491	-	-	-	-	-	-	295,491	19,699
23	Mechanic Truck	67		FL	2003	35,000	92,865		10	-9	2024	-	-	-	158,831	-	-	-	256,340	17,089
24	Special Ops Trailer	22		FL	2001	9,994	29,235		10	-11	2024	-	-	-	50,002	-	-	-	80,699	5,380
25 Reserve																				
26	Truck 5 Aerial 105' (Reserve)	44		BU	1996	507,282	1,893,915													
27	Engine 3 (Reserve)	37	Engine 3	BU	2000	250,000	767,881	855,000												
28	Engine 5 (Reserve)	38		BU	1994	183,000	753,253													
29 Subtotal - Replacement Plan											\$ 295,491	\$ 2,223,570	\$ -	\$ 122,167	\$ 720,552	\$ 2,891,329	\$ 1,951,114	\$ 415,786	\$ 13,798,818	\$ 919,921
																			Total	
																			FY 2023 - 2028	6-Year Average
30	Infrastructure																		\$ 30,000	\$ 3,750
31	Concrete Repairs					30,000				2023									157,500	19,688
32	Station 3 Renovation					150,000				2024									220,500	27,563
33	Station 4 Renovation					200,000				2025									319,070	39,884
34	Station Renovation					250,000				2028										
35 Subtotal - Infrastructure																		\$ 408,000	\$ 51,000	
																			Total	
																			FY 2023 - 2028	6-Year Average
36	Miscellaneous Equipment																		\$ 70,000	\$ 11,667
37	Compressor					\$ 70,000				2023									70,000	11,667
38	Battery Rescue Tools					70,000				2023									50,000	8,333
39	Bunker Gear					50,000				2023									55,125	9,188
40	Bunker Gear					50,000				2025									57,881	9,647
41	Bunker Gear					50,000				2026									63,814	10,636
42	Bunker Gear					50,000				2028									210,000	35,000
43	Rescue Equipment					200,000				2024									578,813	96,469
44	Alerting Sytems Upgrade					500,000				2026									850,854	141,809
45	SCBA's					700,000				2027										
46 Subtotal - Miscellaneous Equipment																	\$ 2,006,487	\$ 334,415		
																			Grand Total	
																			FY 2023 - 2037	Average
47 Total											\$ 295,491	\$ 2,223,570	\$ -	\$ 122,167	\$ 720,552	\$ 2,891,329	\$ 1,951,114	\$ 415,786	\$ 16,213,306	\$ 1,305,336

¹ Per Replacement Plan

² Per NewGen. Based on Expected Life.

City of Stillwater, Oklahoma
Rural Fire Fee Study
Vehicle Hourly Rate

Asset Number	Fleet Name	Description	Fleet Type	Rate Class	Purchase Year	Expected Life	Purchase Cost	Inflated ¹ Cost	Replacement Plan Cost	Current Rate	Per Construction ² Trade Standard	Dollar Increase	Percent Increase
1	45 Truck 1 Aerial 107'	Pierce Enforcer 107' Stick	Ladder Truck	Ladder Truck	2021	15	\$ 990,000	\$ 1,091,475	\$ 990,000	\$ 550	\$ 990	\$ 440	80%
2	31 Engine 2	Ferrara Igniter Engine	Engine	Engine/Heavy Rescue	2016	12	420,900	592,249	855,000	350	855	505	144%
3	33 Rescue 1	Ferrara Ember Rescue	Engine	Tech Rescue	2012	12	370,000	632,826	700,000	250	700	450	180%
4	71 Tanker 71	Nav Workstar	Engine	Engine/Heavy Rescue	2012	20	325,000	555,860	650,000	350	650	300	86%
5	43 Truck 3	Sutphen Quint	Ladder Truck	Ladder Truck	2006	15	637,000	1,460,016	1,400,000	550	1,400	850	155%
6	35 Engine 1*	Ferrara Inferno	Engine	Engine/Heavy Rescue	2008	12	350,000	727,625	700,000	350	700	350	100%
7	36 Engine 4*	Ferrara Inferno	Engine	Engine/Heavy Rescue	2008	12	350,000	727,625	700,000	350	700	350	100%
8	44 Truck 5 Aerial 105' (Reserve)	Pierce Dash* 2000	Ladder Truck	Ladder Truck	1996	15	507,282	1,893,915	-	550	1,894	1,344	244%
9	37 Engine 3 (Reserve)	Pierce Dash* 2000	Engine	Engine/Heavy Rescue	2000	12	250,000	767,881	855,000	350	855	505	144%
10	38 Engine 5 (Reserve)	E-One Engine	Engine	Engine/Heavy Rescue	1994	12	183,000	753,253	-	350	753	403	115%
11	60 Expedition	Ford Expedition SSV	Other	Battalion Chief Vehicle	2019	10	37,016	44,993	-	30	45	15	50%
12	61 Canyon	GM Canyon	Other	Other Staff Vehicle	2008	10	18,424	38,302	-	25	38	13	53%
13	62 Squad	Ford Expedition	Other	Other Staff Vehicle	2012	10	29,047	49,680	75,000	25	75	50	200%
14	63 BC	Ford Expedition SSV	Other	Other Staff Vehicle	2014	10	29,847	46,302	-	25	46	21	85%
15	64 Transit Van	Ford E350	Other	Other Staff Vehicle	2016	10	31,780	44,718	-	25	45	20	79%
16	66 Expedition	Ford Expedition SSV	Other	Other Staff Vehicle	2019	10	37,041	45,024	-	25	45	20	80%
17	69 Canyon	GM Canyon	Other	Other Staff Vehicle	2008	10	18,424	38,302	-	25	38	13	53%
18	70 Expedition	Ford Explorer	Other	Other Staff Vehicle	2009	10	21,741	43,046	-	25	43	18	72%
19	81 Special Ops Truck	Nav 4700LP	Other	Other Staff Vehicle	2002	10	47,825	133,239	-	25	133	108	433%
20	82 Haz Mat Trailer	Nav 4400 SBA 4x2	Other	Hazardous Materials Unit	2011	10	-	-	-	650	-	-	-
21	52 BT3	Ford F450	Other	Brush Unit	2019	10	37,769	45,908	210,000	125	210	85	68%
22	53 BT1	Ford F550	Other	Brush Unit	2015	10	37,900	55,996	210,000	125	210	85	68%
23	54 BT2	Dodge 4500 4x4	Other	Brush Unit	2017	10	35,102	47,040	210,000	125	210	85	68%
24	55 BT4	Ford F450	Other	Brush Unit	2020	10	38,358	44,404	210,000	125	210	85	68%
25	67 Mechanic Truck	Ford F350	Other	Other Staff Vehicle	2003	10	35,000	92,865	-	25	93	68	271%
26	22 Special Ops Trailer		Other	Tech Rescue	2001	10	9,994	29,235	-	250	29	(221)	-88%

	Rate Class	Hourly Rates				Proposed Rates		
		Current	Avg	Min	Max	FY 2024	FY 2025	FY 2026
27								
28	Hazardous Materials Unit	\$ 650.00	\$ -	\$ -	\$ -	\$ 650.00	\$ 650.00	\$ 650.00
29	Ladder Truck	550.00	1,427.97	990.00	1,893.92	700.00	850.00	1,000.00
30	Engine/Heavy Rescue	350.00	752.21	650.00	855.00	450.00	550.00	650.00
31	Tech Rescue	250.00	364.62	29.24	700.00	300.00	350.00	400.00
32	Brush Unit	125.00	210.00	210.00	210.00	150.00	175.00	200.00
33	Battalion Chief Vehicle	30.00	44.99	44.99	44.99	40.00	50.00	60.00
34	Other Staff Vehicle	25.00	61.87	38.30	133.24	35.00	45.00	55.00

¹ Inflated from original purchase cost to 2023 purchase cost at 5% per year. (Example: 990,000 x (1.05)² = 1,091,475)

² Construction trade standard is purchase price divided by 1000 hours, per city staff

City of Stillwater, Oklahoma
Rural Fire Fee Study
Labor Hourly Rate

			Hourly Rate					
	Position	Classification	Min	Max	Avg ¹			
Admin Pay Scale								
1	Intern	Administration	\$ 10.40	\$ 10.40	\$ 10.40			
2	Administrative Coordinator	Administration	17.67	25.21	21.24			
3	Mechanic	Administration	29.26	30.43	29.85			
4	Fire Chief	Command Officers	52.90	67.83	60.09			
CBA Pay Scale								
5	Firefighter I	Line Personnel	\$ 16.07	\$ 17.57	\$ 16.82			
6	Driver	Line Personnel	20.80	25.61	23.11			
7	Lieutenant/Lieutenant Medical Officer	Company Officers	26.89	28.55	27.71			
8	Captain/Medical Officer	Company Officers	29.97	31.78	30.87			
9	Battalion Chief	Command Officers	33.38	35.41	34.40			
10	Chief of Training/Deputy Fire Marshall	Command Officers	48.14	51.07	49.60			
11	Fire Marshall/Assistant Fire Chief	Command Officers	53.63	56.89	55.25			
28	Salaried	Hourly Rate						
29	Rate Class	Current	Avg ²	Min	Max	FY 2024	FY 2025	FY 2026
30	Line Personnel	\$ 28.00	\$ 19.96	\$ 16.07	\$ 25.61	\$ 30.00	\$ 35.00	\$ 40.00
31	Company Officers	30.00	29.29	26.89	31.78	35.00	40.00	45.00
32	Command Officers	35.00	49.83	33.38	67.83	50.00	60.00	70.00
33	Salaried + Benefits, Etc.	Hourly Rate				Proposed Rates		
34	Rate Class ³	Current	Avg	Min	Max	FY 2024	FY 2025	FY 2026
35	Line Personnel	\$ 28.00	\$ 29.94	\$ 24.11	\$ 38.42	\$ 45.00	\$ 52.50	\$ 60.00
36	Company Officers	30.00	43.94	40.34	47.67	52.50	60.00	67.50
37	Command Officers	35.00	74.75	50.07	101.75	75.00	90.00	105.00

¹ Average of "steps" per City. (Sources: "Fire - Admin Pay Scale - 6510 - FY 23" and "Fire - CBA Pay Scale - 6510 - FY 23")

² Combined average rate of positions under each classification. (Example: (\$16.82 + \$23.11)/ 2 = \$19.96)

³ Hourly rates increased by 40% to account for benefits and 10% to account for longevity and education pay.

City of Stillwater, Oklahoma
Rural Fire Fee Study
Proposed Rates

			Proposed Rate			
		Current Hourly Rate	FY 2024	FY 2025	FY 2026	
<u>Equipment Charges</u>						
1	Hazardous Materials Unit	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	
2	Ladder Truck	550.00	700.00	850.00	1,000.00	
3	Engine/Heavy Rescue	350.00	450.00	550.00	650.00	
4	Tech Rescue	250.00	300.00	350.00	400.00	
5	Brush Unit	125.00	150.00	175.00	200.00	
6	Battalion Chief Vehicle	30.00	40.00	50.00	60.00	
7	Other Staff Vehicles	25.00	35.00	45.00	55.00	
<u>Personnel Rates</u>						
8	Line Personnel	\$ 28.00	\$ 45.00	\$ 52.50	\$ 60.00	
9	Company Officers	30.00	52.50	60.00	67.50	
10	Command Officers	35.00	75.00	90.00	105.00	

City of Stillwater, Oklahoma
Rural Fire Fee Study
Example Bills

Single Unit Response

		Proposed Rate				Proposed Bill													
		Current Hourly Rate	FY 2024	FY 2025	FY 2026	Hours Used	# of Units	Current Bill	FY 2024	FY 2025	FY 2026								
Equipment Charges																			
1	Hazardous Materials Unit	\$	650.00	\$	650.00	\$	650.00	0	0	\$	-	\$	-	\$	-	\$	-		
2	Ladder Truck		550.00		700.00		850.00		1,000.00	0	0	-	-	-	-	-	-		
3	Engine/Heavy Rescue		350.00		450.00		550.00		650.00	2	1	700.00	900.00	1,100.00	1,300.00				
4	Tech Rescue		250.00		300.00		350.00		400.00	0	0	-	-	-	-	-	-		
5	Brush Unit		125.00		150.00		175.00		200.00	0	0	-	-	-	-	-	-		
6	Battalion Chief Vehicle		30.00		40.00		50.00		60.00	0	0	-	-	-	-	-	-		
7	Other Staff Vehicles		25.00		35.00		45.00		55.00	2	1	50.00	70.00	90.00	110.00				
Personnel Rates																			
8	Line Personnel	\$	28.00	\$	45.00	\$	52.50	\$	60.00	2	3	\$	168.00	\$	270.00	\$	315.00	\$	360.00
9	Company Officers		30.00		52.50		60.00		67.50	2	1	60.00	105.00	120.00	135.00				
10	Command Officers		35.00		75.00		90.00		105.00	0	0	-	-	-	-				
Total								\$	978.00	\$	1,345.00	\$	1,625.00	\$	1,905.00				

	Current Bill	Proposed Bills		
		FY 2024	FY 2025	FY 2026
11	Total Charges	\$ 978.00	\$ 1,345.00	\$ 1,625.00
12	Total Charges w/out Membership	978.00	1,345.00	1,905.00
13	Total Charges w/ Membership	978.00	1,345.00	1,905.00
14	Cost Saved w/ Membership	\$ -	\$ -	\$ -

Multiple Unit Response Response (2 Hour Call)

		Proposed Rate				Proposed Bill					
		Current Hourly Rate	FY 2024	FY 2025	FY 2026	Hours Used	# of Units	Current Bill	FY 2024	FY 2025	FY 2026
Equipment Charges											
15	Hazardous Materials Unit	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	0	0	\$ -	\$ -	\$ -	\$ -
16	Ladder Truck	550.00	700.00	850.00	1,000.00	0	0	-	-	-	-
17	Engine/Heavy Rescue	350.00	450.00	550.00	650.00	2	1	700.00	900.00	1,100.00	1,300.00
18	Tech Rescue	250.00	300.00	350.00	400.00	0	0	-	-	-	-
19	Brush Unit	125.00	150.00	175.00	200.00	0	0	-	-	-	-
20	Battalion Chief Vehicle	30.00	40.00	50.00	60.00	2	1	60.00	80.00	100.00	120.00
21	Other Staff Vehicles	25.00	35.00	45.00	55.00	2	2	100.00	140.00	180.00	220.00
Personnel Rates											
22	Line Personnel	\$ 28.00	\$ 45.00	\$ 52.50	\$ 60.00	2	4	\$ 224.00	\$ 360.00	\$ 420.00	\$ 480.00
23	Company Officers	30.00	52.50	60.00	67.50	2	1	60.00	105.00	120.00	135.00
24	Command Officers	35.00	75.00	90.00	105.00	2	1	70.00	150.00	180.00	210.00
Total								\$ 1,214.00	\$ 1,735.00	\$ 2,100.00	\$ 2,465.00

	Current Bill	Proposed Bills		
		FY 2024	FY 2025	FY 2026
25	Total Charges	\$ 1,214.00	\$ 1,735.00	\$ 2,100.00
26	Total Charges w/out Membership	1,214.00	1,735.00	2,465.00
27	Total Charges w/ Membership	1,214.00	1,735.00	2,000.00
28	Cost Saved w/ Membership	\$ -	\$ -	\$ 100.00

Multiple Unit Response Response (4 Hour Call)

		Proposed Rate					Proposed Bill												
		Current Hourly Rate	FY 2024	FY 2025	FY 2026	Hours Used	# of Units	Current Bill	FY 2024	FY 2025	FY 2026								
Equipment Charges																			
29	Hazardous Materials Unit	\$	650.00	\$	650.00	\$	650.00	0	0	\$	-	\$	-	\$	-	\$	-		
30	Ladder Truck		550.00		700.00		850.00		1,000.00		-		-		-		-		
31	Engine/Heavy Rescue		350.00		450.00		550.00		650.00		4	1	1,400.00		1,800.00		2,200.00		2,600.00
32	Tech Rescue		250.00		300.00		350.00		400.00		0	0	-		-		-		
33	Brush Unit		125.00		150.00		175.00		200.00		4	1	500.00		600.00		700.00		800.00
34	Battalion Chief Vehicle		30.00		40.00		50.00		60.00		4	1	120.00		160.00		200.00		240.00
35	Other Staff Vehicles		25.00		35.00		45.00		55.00		4	2	200.00		280.00		360.00		440.00
Personnel Rates																			
36	Line Personnel	\$	28.00	\$	45.00	\$	52.50	\$	60.00	4	6	\$	672.00	\$	1,080.00	\$	1,260.00	\$	1,440.00
37	Company Officers		30.00		52.50		60.00		67.50	4	2		240.00		420.00		480.00		540.00
38	Command Officers		35.00		75.00		90.00		105.00	4	1		140.00		300.00		360.00		420.00
Total								\$	3,272.00	\$	4,640.00	\$	5,560.00	\$	6,480.00				

	Current Bill	Proposed Bills		
		FY 2024	FY 2025	FY 2026
39	Total Charges	\$ 3,272.00	\$ 4,640.00	\$ 5,560.00
40	Total Charges w/out Membership	3,272.00	4,640.00	6,480.00
41	Total Charges w/ Membership	2,000.00	2,000.00	2,000.00
42	Cost Saved w/ Membership	\$ 1,272.00	\$ 2,640.00	\$ 3,560.00



APPENDIX B

CALL ANALYSIS SCHEUDLES

Appendix B

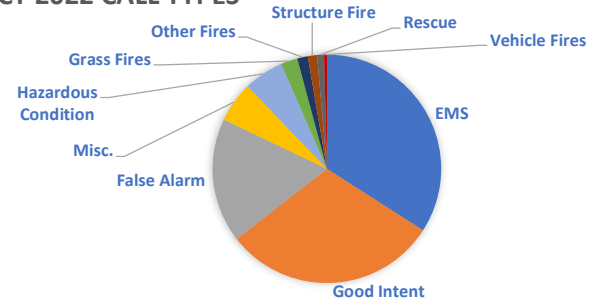
Call Analysis Schedules

Schedule 1B	Call Types
Schedule 2B	Billed Calls
Schedule 3B	Membership Discount Incentive
Schedule 4B	Sensitivity Analysis
Schedule 5B	Benchmarking

City of Stillwater, Oklahoma
Rural Fire Fee Study
Call Types

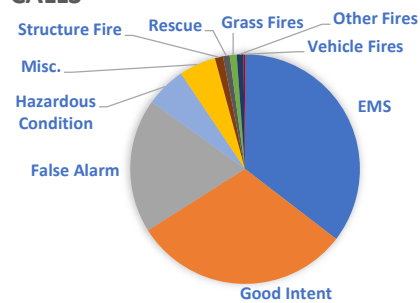
Total CY 2022 Calls		
Classification	Count of Calls	% of Calls
EMS	1423	34.07%
Good Intent	1271	30.43%
False Alarm	735	17.60%
Misc.	239	5.72%
Hazardous Condition	236	5.65%
Grass Fires	99	2.37%
Other Fires	62	1.48%
Structure Fire	54	1.29%
Rescue	42	1.01%
Vehicle Fires	16	0.38%
Grand Total	4177	100.00%

TOTAL CY 2022 CALL TYPES



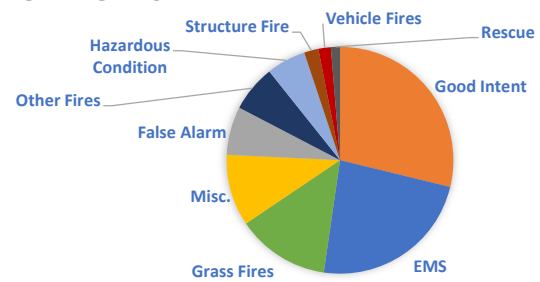
In City Calls		
Classification	Count of Calls	% of Calls
EMS	1328	35.40%
Good Intent	1149	30.63%
False Alarm	708	18.87%
Hazardous Condition	213	5.68%
Misc.	195	5.20%
Structure Fire	42	1.12%
Rescue	36	0.96%
Grass Fires	36	0.96%
Other Fires	35	0.93%
Vehicle Fires	9	0.24%
Grand Total	3751	100.00%

2022 IN CITY CALLS



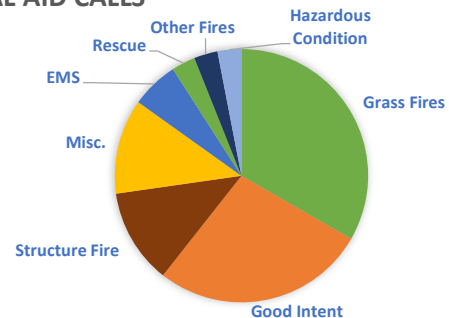
Rural Calls		
Classification	Count of Calls	% of Calls
Good Intent	113	28.83%
EMS	92	23.47%
Grass Fires	52	13.27%
Misc.	40	10.20%
False Alarm	27	6.89%
Other Fires	26	6.63%
Hazardous Condition	22	5.61%
Structure Fire	8	2.04%
Vehicle Fires	7	1.79%
Rescue	5	1.28%
Grand Total	392	100.00%

2022 RURAL CALLS



Mutual Aid Calls		
Classification	Count of Calls	% of Calls
Grass Fires	11	33.33%
Good Intent	9	27.27%
Structure Fire	4	12.12%
Misc.	4	12.12%
EMS	2	6.06%
Rescue	1	3.03%
Other Fires	1	3.03%
Hazardous Condition	1	3.03%
Grand Total	33	100.00%

2022 MUTUAL AID CALLS



City of Stillwater, Oklahoma
Rural Fire Fee Study
Billed Calls

	Month	Run Date	Type	Type of Incident	Unit(s)	Unit Hours Used	Unit Charge	Personnel(s)	Personnel Count	Personnel Hours Used	Personnel Charge	Total Charges	Total Billed
1	July	7/4/2022	Fire										500.00
2		7/4/2022	Fire										500.00
3		7/4/2022	Fire										500.00
4		7/4/2022	Fire										500.00
5		7/4/2022	Fire										500.00
6		7/4/2022	Rescue										500.00
7		7/4/2022	Fire										500.00
8		7/16/2022	Fire										745.25
9		7/22/2022	Fire										500.00
10		7/22/2022	Fire										500.00
11	August	7/24/2022	Fire										2,000.00
12		8/1/2022	Fire										500.00
13		8/12/2022	Fire										1,234.84
14	September	8/25/2022	Fire										500.00
15		9/4/2022	Fire										759.28
16		9/4/2022	Fire										759.28
17		9/5/2022	Fire										500.00
18		9/23/2022	Fire										500.00
19	October	10/5/2022	Fire	Grass Fire	Engine/Heavy Rescue	0.43	150.50	Line Personnel	2	0.43	24.08		
					Battalion Chief Vehicle	0.25	7.50	Company Officer	1	0.43	12.90		
								Command Officer	1	0.25	8.75		
							158.00		4		45.73	203.73	500.00
20		10/19/2022	Fire	Grass Fire	Brush Unit	10.2	1,275.00	Line Personnel	2	10	280.00		
21		10/19/2022	Fire	Grass Fire	Brush Unit	4.92	615.00	Line Personnel	1	5.2	145.60		
					Brush Unit	5.1	637.50	Line Personnel	1	4.92	137.76		
					Brush Unit	4.9	612.50	Line Personnel	2	10.2	285.60		
					Battalion Chief Vehicle	5.13	153.90	Line Personnel	1	4.9	137.20		
					Other Staff Vehicle	5	125.00	Company Officer	1	5	150.00		
								Company Officer	1	4.92	147.60		
								Company Officer	1	5.1	153.00		
								Company Officer	1	4.9	147.00		
								Command Officer	1	5.13	179.55		
							3,418.90		12		1,763.31	4,824.64	2,000.00
											536.07	536.07	
22	November	11/2/2022	Rescue	Hand Extrication	Engine/Heavy Rescue	0.48	168.00	Line Personnel	1	0.48	13.44		
					Engine/Heavy Rescue	0.48	168.00	Line Personnel	1	0.48	13.44		
								Company Officer	1	0.48	14.40		
								Company Officer	1	0.48	14.40		
								Company Officer	1	0.48	14.40		
							336.00		5		70.08	406.08	500.00
23		11/4/2022	Fire	Vehicle Fire	Engine/Heavy Rescue	0.8	280.00	Command Officer	1	5.1	178.50		
					Battalion Chief Vehicle	0.55	16.50	Line Personnel	3	2.4	67.20		
								Company Officer	1	0.8	24.00		
								Command Officer	1	0.55	19.25		
							296.50		5		110.45	406.95	500.00
24		11/5/2022	Fire	Illegal Burn	Brush Unit	1	125.00	Line Personnel	1	3	84.00		
					Battalion Chief Vehicle	0.18	5.40	Company Officer	1	1	30.00		
								Command Officer	1	0.18	6.30		
							130.40		3		120.30	250.70	500.00
25	December	12/8/2022	Fire	Vehicle Fire	Engine/Heavy Rescue	1.6	560.00	Line Personnel	2	3.2	89.60		
					Brush Unit	0.5	62.50	Line Personnel	1	0.5	14.00		
								Company Officer	1	1.6	48.00		
								Company Officer	1	0.5	15.00		
							622.50		5		166.60	789.10	789.10
26		12/9/2022	Fire	Structure Fire	Ladder Truck	3.2	1,760.00	Line Personnel	2	6.4	179.20		
					Engine/Heavy Rescue	3.35	1,172.50	Line Personnel	3	10.05	281.40		
					Engine/Heavy Rescue	3.68	1,288.00	Line Personnel	2	7.36	206.08		
					Brush Unit	3.22	402.50	Line Personnel	1	3.22	90.16		
					Brush Unit	3.68	460.00	Line Personnel	1	3.68	103.04		
					Battalion Chief Vehicle	3.4	102.00	Company Officer	1	3.2	96.00		
								Company Officer	1	3.35	100.50		
								Company Officer	1	3.68	110.40		
								Company Officer	1	3.22	96.60		
								Company Officer	1	3.68	110.40		
								Command Officer	1	3.4	119.00		
							5,185.00		15		1,492.78	6,677.78	6,677.78
27		12/13/2022	Rescue	Motor Vehicle Accident	Engine/Heavy Rescue	0.89	311.50	Line Personnel	2	1.78	49.84		
28		12/13/2022	Rescue	Motor Vehicle Accident	Brush Unit	0.9	112.50	Line Personnel	1	0.9	25.20		
					Brush Unit	0.9	112.50	Line Personnel	1	0.9	25.20		
					Battalion Chief Vehicle	0.9	27.00	Company Officer	1	0.89	26.70		
								Company Officer	1	0.9	27.00		
								Company Officer	1	0.9	27.00		
								Command Officer	1	0.9	31.50		
							563.50		8		212.44	775.94	500.00
												500.00	
29		12/16/2022	Fire	Structure Fire	Engine/Heavy Rescue	0.92	322.00	Line Personnel	4	3.68	103.04		
					Battalion Chief Vehicle	0.7	21.00	Company Officer	1	0.92	27.60		
								Command Officer	1	0.7	24.50		
							343.00		6		155.14	498.14	500.00
30		12/22/2022	Fire	Camper Fire	Engine/Heavy Rescue	1.07	374.50	Line Personnel	2	2.14	59.92		
					Brush Unit	0.97	121.25	Company Officer	1	1.07	32.10		
								Company Officer	1	0.97	29.10		
							495.75		4		121.12	616.87	616.87
31		12/24/2022	Rescue	Motor Vehicle Accident	Engine/Heavy Rescue	1.23	430.50	Line Personnel	3	3.69	103.32		
					Battalion Chief Vehicle	1.52	45.60	Company Officer	1	1.23	36.90		
								Command Officer	1	1.52	53.20		
							476.10		5.00		193.42	669.52	669.52
32		12/28/2022	Fire	Vehicle-Grass Fire	Engine/Heavy Rescue	0.99	346.50	Line Personnel	2	1.98	55.44		
					Brush Unit	0.85	106.25	Line Personnel	1	0.85	23.80		
					Brush Unit	0.65	81.25	Line Personnel	1	0.65	18.20		
								Company Officer	1	0.99	29.70		
								Company Officer	1	0.85	25.50		
								Company Officer	1	0.65	19.50		
							534.00		7		172.14	706.14	706.14

City of Stillwater, Oklahoma Rural Fire Fee Study Billed Calls													
33	January	1/1/2023	Fire	Grass Fire	Brush Unit	0.55	68.75	Line Personnel	2	1.1	30.80		
					Brush Unit	0.5	62.50	Line Personnel	2	1	28.00		
					Battalion Chief Vehicle	0.53	15.90	Company Officer	1	0.55	16.50		
								Company Officer	1	0.5	15.00		
								Command Officer	1	0.53	18.55		
							147.15		7		108.85	256.00	500.00
34		1/5/2023	Fire	Barn & Grass Fire	Engine/Heavy Rescue	0.77	269.50	Line Personnel	2	1.54	43.12		
					Battalion Chief Vehicle	0.18	5.40	Company Officer	1	0.77	23.10		
								Command Officer	1	0.18	6.30		
							274.90		4.00		72.52	347.42	500.00
35		1/8/2023	Fire	Grass Fire	Brush Unit	0.52	65.00	Line Personnel	2	1.04	29.12		
					Battalion Chief Vehicle	0.52	15.60	Company Officer	1	0.52	15.60		
								Command Officer	1	0.52	18.20		
							80.60		4.00		62.92	143.52	500.00
36		1/13/2023	Fire	Vehicle Fire	Engine/Heavy Rescue	0.82	287.00	Line Personnel	2	1.64	45.92		
								Company Officer	1	0.82	24.60		
							287.00		3.00		70.52	357.52	500.00
37		1/26/2023	Fire	Grass Fire	Brush Unit	0.33	41.25	Line Personnel	3	0.99	27.72		
					Battalion Chief Vehicle	0.32	9.60	Line Personnel	2	0.6	16.80		
								Company Officer	1	0.33	9.90		
								Company Officer	1	0.3	9.00		
								Command Officer	1	0.32	11.20		
							50.85		8.00		74.62	125.47	500.00
38		1/26/2023	Fire	Grass Fire									500
39	February	2/2/2023	Fire	Structure Fire	Ladder Truck	1.35	742.50	Line Personnel	3	4.05	113.40		
					Engine/Heavy Rescue	1.33	465.50	Line Personnel	3	3.99	111.72		
					Battalion Chief Vehicle	1.35	40.50	Company Officer	1	1.35	40.50		
								Company Officer	1	1.33	39.90		
								Command Officer	1	1.35	47.25		
							1,248.50		9.00		352.77	1601.27	1601.27
40		2/5/2023	Fire	Grass Fire	Brush Unit	0.2	25.00	Line Personnel	2	0.4	11.20		
					Brush Unit	0.57	71.25	Line Personnel	2	1.14	31.92		
					Battalion Chief Vehicle	0.57	17.10	Company Officer	1	0.2	6.00		
								Company Officer	1	0.57	17.10		
								Command Officer	1	0.57	19.95		
							113.35		7.00		86.17	199.52	500
41		2/13/2023	Fire	Grass Fire	Brush Unit	0.52	65.00	Line Personnel	1	0.52	14.56		
					Battalion Chief Vehicle	0.5	15.00	Company Officer	1	0.52	15.60		
								Command Officer	1	0.5	17.50		
							80.00		3.00		47.66	127.66	500
42		2/18/2023	Fire	Vehicle Fire	Ladder Truck	0.87	478.50	Line Personnel	2	1.74	48.72		
					Battalion Chief Vehicle	0.4	12.00	Company Officer	1	0.87	26.10		
								Command Officer	1	0.4	14.00		
							490.50		4.00		88.82	579.32	579.32
43		2/28/2023	Fire	Grass Fire	Brush Unit	3.25	406.25	Line Personnel	1	3.25	91.00		
					Brush Unit	3.22	402.50	Line Personnel	1	3.22	90.16		
					Brush Unit	3.37	421.25	Line Personnel	2	6.74	188.72		
					Battalion Chief Vehicle	3.33	99.90	Company Officer	1	3.25	97.50		
					Other Staff Vehicle	2.47	61.75	Company Officer	1	3.22	96.60		
								Company Officer	1	3.37	101.10		
								Command Officer	1	3.33	116.55		
								Command Officer	1	2.47	86.45		
							1,391.65		9.00		868.08	2259.73	2000
44	March	3/4/2023	Fire	Grass Fire	Brush Unit	0.78	97.50	Line Personnel	2	1.56	43.68		
					Brush Unit	1.48	185.00	Line Personnel	2	2.96	82.88		
					Battalion Chief Vehicle	0.2	6.00	Company Officer	1	0.78	23.40		
								Company Officer	1	1.48	44.40		
								Command Officer	1	0.2	7.00		
							288.50		7.00		201.36	489.86	500
45		3/14/2023	Fire	Rural Grass Fire	Brush Unit	1.65	206.25	Line Personnel	1	1.65	46.20		
					Brush Unit	1.84	230.00	Line Personnel	1	1.84	51.52		
					Brush Unit	1.75	218.75	Line Personnel	2	3.5	98.00		
					Brush Unit	1.89	236.25	Line Personnel	1	1.89	52.92		
					Battalion Chief Vehicle	1.63	48.90	Company Officer	1	1.65	49.50		
								Company Officer	1	1.84	55.20		
								Company Officer	1	1.75	52.50		
								Company Officer	1	1.89	56.70		
								Command Officer	1	1.63	57.05		
							940.15		10.00		519.59	1459.74	1459.74
46		3/14/2023	Rescue	Extrication	Engine/Heavy Rescue	0.55	192.50	Line Personnel	3	1.65	46.20		
					Battalion Chief Vehicle	0.57	17.10	Company Officer	1	0.55	16.50		
								Command Officer	1	0.57	19.95		
							209.60		5.00		82.65	292.25	500
47		3/17/2023	Fire	Brush-Grass Fire	Brush Unit	0.45	56.25	Line Personnel	1	0.45	12.60		
					Brush Unit	0.13	16.25	Line Personnel	1	0.13	3.64		
					Brush Unit	0.4	50.00	Line Personnel	2	0.8	22.40		
					Battalion Chief Vehicle	0.45	13.50	Company Officer	1	0.45	13.50		
								Company Officer	1	0.13	3.90		
								Company Officer	1	0.4	12.00		
								Command Officer	1	0.45	15.75		
							136.00		8.00		83.79	219.79	500

City of Stillwater, Oklahoma Rural Fire Fee Study Billed Calls												
48	3/19/2023	Fire	Rural Grass Fire	Brush Unit	1.15	143.75	Line Personnel	1	1.15	32.20		
				Brush Unit	1.33	166.25	Line Personnel	1	1.33	37.24		
				Brush Unit	1.67	208.75	Line Personnel	2	3.34	93.52		
				Brush Unit	1.85	231.25	Line Personnel	1	1.85	51.80		
				Battalion Chief Vehicle	1.67	50.10	Company Officer	1	1.15	34.50		
							Company Officer	1	1.33	39.90		
							Company Officer	1	1.67	50.10		
							Command Officer	1	1.67	58.45		
						800.10		9.00		397.71	1197.81	1197.81
49	3/20/2023	Fire	Vehicle-Grass Fire	Engine/Heavy Rescue	0.58	203.00	Line Personnel	4	2.32	64.96		
				Brush Unit	0.27	33.75	Line Personnel	1	0.27	7.56		
				Brush Unit	0.25	31.25	Line Personnel	1	0.25	7.00		
				Brush Unit	0.65	81.25	Line Personnel	2	1.3	36.40		
				Battalion Chief Vehicle	0.84	25.20	Company Officer	1	0.58	17.40		
							Company Officer	1	0.27	8.10		
							Company Officer	1	0.25	7.50		
							Company Officer	1	0.65	19.50		
							Command Officer	1	0.84	29.40		
						374.45		13.00		197.82	572.27	572.27
50	3/27/2023	Rescue	Extrication	Engine/Heavy Rescue	3.78	1,323.00	Line Personnel	3	11.34	317.52		
				Battalion Chief Vehicle	3.77	113.10	Company Officer	1	3.78	113.40		
							Command Officer	1	3.77	131.95		
						1,436.10		5.00		562.87	1998.97	1998.97
51	3/29/2023	Fire	Rural Grass Fire	Brush Unit	0.35	43.75	Line Personnel	3	1.05	29.40		
							Company Officer	1	0.35	10.50		
						43.75		4.00		39.90	83.65	500

- 1 October was the first month on the new billing system.
- 2 Reperesents bills from a single call. Billed account A was charged 90%.
- 3 Reperesents bills from a single call. Billed account B was charged 10%.
- 4 Reperesents bills from a single call. Each account was billed the minimum (\$500)
- 5 Unit/personnel counts and hours not specified.

City of Stillwater, Oklahoma
Rural Fire Fee Study
Membership Discount Incentive

	Date	Type	Member (Y/N)	Billed Amount	\$250 Discount for Members	\$500 Discount for Members
1	7/4/2022	Fire	Not Specified	\$500	\$500	\$500
2	7/4/2022	Fire	Not Specified	500	500	500
3	7/4/2022	Fire	Not Specified	500	500	500
4	7/4/2022	Fire	Not Specified	500	500	500
5	7/4/2022	Fire	Not Specified	500	500	500
6	7/4/2022	Rescue	Not Specified	500	500	500
7	7/4/2022	Fire	Not Specified	500	500	500
8	7/16/2022	Fire	Not Specified	745	745.25	745.25
9	7/22/2022	Fire	Not Specified	500	500	500
10	7/22/2022	Fire	Not Specified	500	500	500
11	7/24/2022	Fire	Not Specified	2,000	2000	2000
12	8/1/2022	Fire	Not Specified	500	500	500
13	8/12/2022	Fire	Not Specified	1,235	1234.84	1234.84
14	8/25/2022	Fire	Not Specified	500	500	500
15	9/4/2022	Fire	Not Specified	759	759.28	759.28
16	9/4/2022	Fire	Not Specified	759	759.28	759.28
17	9/5/2022	Fire	Not Specified	500	500	500
18	9/23/2022	Fire	Not Specified	500	500	500
19	10/5/2022	Fire	No	500	500	500
20	10/19/2022	Fire	Yes	2,000	1750	1500
21	10/19/2022	Fire	Yes	536	286.07	36.07
22	11/2/2022	Rescue	No	500	500	500
23	11/4/2022	Fire	No	500	500	500
24	11/5/2022	Fire	No	500	500	500
25	12/8/2022	Fire	No	789	789.1	789.1
26	12/9/2022	Fire	No	6,678	6677.78	6677.78
27	12/13/2022	Rescue	Not Specified	500	500	500
28	12/13/2022	Rescue	Not Specified	500	500	500
29	12/16/2022	Fire	No	500	500	500
30	12/22/2022	Fire	No	617	616.87	616.87
31	12/24/2022	Rescue	Not Specified	670	669.52	669.52
32	12/28/2022	Fire	No	706	706.14	706.14
33	1/1/2023	Fire	No	500	500	500
34	1/5/2023	Fire	No	500	500	500
35	1/8/2023	Fire	No	500	500	500
36	1/13/2023	Fire	No	500	500	500
37	1/26/2023	Fire	No	500	500	500
38	1/26/2023	Fire	Not Specified	500	500	500
39	2/2/2023	Fire	Yes	1,601	1351.27	1101.27
40	2/5/2023	Fire	No	500	500	500
41	2/13/2023	Fire	Yes	500	250	0
42	2/18/2023	Fire	No	579	579.32	579.32
43	2/28/2023	Fire	Yes	2,000	1750	1500
44	3/4/2023	Fire	No	500	500	500
45	3/14/2023	Fire	Not Specified	1,460	1459.74	1459.74
46	3/14/2023	Rescue	Not Specified	500	500	500
47	3/17/2023	Fire	No	500	500	500
48	3/19/2023	Fire	Yes	1,198	947.81	697.81
49	3/20/2023	Fire	No	572	572.27	572.27
50	3/27/2023	Rescue	No	1,999	1998.97	1998.97
51	3/29/2023	Fire	Not Specified	500	500	500
Total Discounted					\$1,500	\$3,000

Min	500.00
Max	6,677.78
Average	855.17
Mode	500.00
Call Count (Excluding "Not Specified")	26
Number of Calls to Members	6
% of Calls to Members	23%

City of Stillwater, Oklahoma
Rural Fire Fee Study
Sensitivity Analysis

	Current	Scenario 1	
1 Rural Fire Membership Cost	\$100	\$125	
2 Member Count	1,000	2,000	
3 Membership Revenue	\$100,000	\$250,000	
4 Rural Fire Response	\$25,000	\$35,000	¹
5 Billed Rural Call Count	70	70	²
6 EMS Assist Call Count	92	92	³
7 Personnel & Equipment ⁴			
8 Other Staff Vehicle	\$25	\$35	⁵
9 Line Personnel	28	45	
10 Company Officer	30	53	
11 Fee for Average Call (2 hours)	\$166	\$265	
12 Billed Amount per Call	\$0	\$500	⁶
13 EMS Assist Revenue	\$0	\$46,000	
14 Proposed Member Discounts			
15 Fire		\$250	
16 EMS Assists		\$150	
17 % of Calls to Members		23%	⁷
18 Count of Fire Calls to Members		16	⁸
19 Count of EMS Calls to Members		21	⁹
20 Annual Rural Fire Discounts		(\$4,000)	
21 Annual EMS Assist Discounts		(\$3,150)	
		(\$7,150)	
22 Annual Revenue	\$125,000	\$323,850	

¹ Based on average percent increase of proposed rates.

² Annualized count of billed calls rounded to the nearest increment of 10. 51 billed calls in 9 months (July 1, 2022 - March 31 2023).

³ Count of EMS calls in CY 2022.

⁴ Represents personnel and equipment that typically responds to EMS assists.

⁵ Based on FY 2024 proposed rates.

⁶ Minimum billed amount.

⁷ Per rural fire incident reports.

⁸ Billed rural call count multiplied by percent of calls to members. (70 x 23% = 16)

⁹ EMS rural call count multiplied by percent of calls to members. (92 x 23% = 21)

City of Stillwater, Oklahoma Rural Fire Fee Study Benchmarking												
	Location	Organization Type	Services Provided	Service Area	Population of Entity	Population Served	Calls per Year	Fee Structure	How it is Billed	Subscription Cost	Subscription Benefits	Cost w/out Subscription
1	Stillwater, OK	City	Fire & EMS Assists	32 sq miles (In City) and within 10 miles of fire station (Rural)	48,134	82,000	4,177	Membership	Annual Fee	\$100/year	Minimum charge of \$500, Maximum charge of \$2,000	No maximum charge
2	Skiatook, OK	City	Fire & EMS	89 sq miles	8,560	13913 ¹	2,447	Subscription	Utility bill or annual fee	Fire: \$60/year or \$5/month for one residence and 20 acres. \$10/additional 100 acres. EMS: \$60/year or \$7/month	One fire run per fiscal year at no additional charge. \$250 per hour per fire for all additional runs.	\$250/hour per fire unit. Minimum charge of \$175. Varying rate listed per unit in ordinance
3	Sand Springs, OK	City	Fire & EMS	64 sq miles	19,973	40,000	n/a ²	Subscription	Utility bill	Fire: \$5/month auto-subscribed through utility bill. EMS: mandatory \$5/month and optional \$1/month for EMSA	No out-of-pocket cost for fire calls. Reduced EMS costs.	Full out-of-pocket cost of fire service. Full EMS costs. Standard Fees listed in ordinance.
4	Guthrie, OK	City	Fire & EMS	162 sq miles	11,029	20,000 (12k in city)	3970 (Medical: 3202, fire: 209, misc: 558)	Annual Membership	Annual Fee	Fire: \$100/year per property	Fire services are free.	
5	Coweta, OK	City	Fire & EMS	104 sq miles	10,149	45,254	2,555	Voluntary Dues	Annual Fee or Monthly installment plan (includes \$1.67 monthly service fee)	\$250/year for non-commercial land and/or \$750/year for commercial land (monthly options available)	No out-of-pocket expenses for 1 fire or EMS run. Accepts payment from insurance and waives remaining balance. Without insurance, property owner is responsible for full bill.	Full cost of service.
6	Siloam Springs, AR	City	Fire & EMS	65 sq miles	17,575	20,275	n/a	Subscription	Annual Fee	Fire: \$50/year per occupiable structure, \$10/year per unimproved parcel of land.	No additional cost for fire runs (for at least 2 runs). Guaranteed \$750 cost per call, waived for good intent calls	\$100/hour per equipment, Personnel charge per hour as reflected in budget, \$8/mile. Separate fee schedule for EMS
7	Union City, TN	City	Fire & EMS	12 sq of city and 110 sq miles rural fire district	11,107	17,000	n/a	Subscription	Annual Fee	\$75/year	Residential: min = \$500 and max = \$1500, Commercial: min = \$1000 and max = \$3000	\$2500/call, waived for good intent calls
8	Perkins, OK	City	Fire & EMS	75 sq miles	3,305	8,500	450-500	Subscription	Annual Fee	Residential: \$100/year, Commercial: \$200/year		\$500 min for residence and \$1000 min for commercial. No maximum charge
9	Tuttle, OK	City	Fire & EMS	n/a	7,739	n/a	n/a	Membership	Annual Fee	\$60/year (covers all out-of-pocket expenses) \$20/year EMS subscription. Fees for additional structures.	Covers individual residence and 20 contiguous acres. Each additional 20 acres is subject to an additional fee.	\$250/hour per truck. Milan dept does not respond. Response will come from Gibson county dept
10	Milan, TN	City	Fire	3.5 miles outside city limits	8,170	8,310	1112	Subscription	Annual Fee	Residential: \$100/year, Commercial: \$200/year	Residential: \$1000/call, Commercial \$1500/call	
11	West Pulaski, AR	County	Fire	160 sq miles	9,000	9,000	1206	Annual Dues	Within 5 miles of station: Dues paid with annual real estate property tax. Greater than 5 miles: Individual paid statements.	Residential: \$50/year, Commercial: \$100/year	No additional fee for call response	Actual cost of service
¹ Based on 2020 census data												
² Not available or no response provided												



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Phone: (512) 649-1254
Email: dyanke@newgenstrategies.net
www.newgenstrategies.net

RESOLUTION NO. CC-2024-5

A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A FISCAL YEAR 2024 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT APPLICATION FOR MULTI-MODAL CORRIDOR IMPROVEMENTS TO ENHANCE SAFETY, CONNECTIVITY, AND ECONOMIC GROWTH IN STILLWATER.

WHEREAS, The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021, “Bipartisan Infrastructure Law,” or “BIL”) authorized and appropriated \$1.5 billion annually to be awarded by the Department of Transportation (“DOT”) 2022 – FY 2026 for Local and Regional Project Assistance Program Grants, under National Infrastructure Investments; and

WHEREAS, The Local and Regional Project Assistance Program is known as the RAISE Grants program; and

WHEREAS, RAISE grants will be awarded on a competitive basis, per statute, for planning or constructing surface transportation infrastructure projects that will improve safety; environmental sustainability; quality of life; mobility and community connectivity; economic competitiveness and opportunity including tourism; state of good repair; partnership and collaboration; and innovation; and

WHEREAS, the City of Stillwater has a road project that is the backbone of an ongoing initiative supporting the expansion of the Stillwater Regional Airport; and

WHEREAS, RAISE funds will be utilized for vital roadway improvements to realign N. Airport Industrial Access Road and construct a roundabout to serve as a gateway to ultimately separate and safely circulate both multi-modal airport and non-airport traffic onto the realigned road and these improvements will not only serve the new Stillwater Regional Airport terminal, but will also serve to facilitate additional economic growth adjacent to the airport including industrial and commercial uses.

WHEREAS, the estimated road project total cost is \$2,997,658; and

WHEREAS, the anticipated cost share under the RAISE Grant for this project is 0% as the project is located within Payne County that is identified as a Persistent Poverty County by the 2020 Census, is located in Stillwater, OK, which is considered rural with a 2020 Census population of 48,394, and is also located in front of the Stillwater Regional Airport which is in a Persistent Poverty Census Tract according to the 2010 and 2020 Censuses; and

NOW THEREFORE, BE IT RESOLVED, the City of Stillwater hereby authorizes submission of a RAISE grant application for fiscal year 2024 for \$2,997,658.

BE IT FURTHER RESOLVED, that the Mayor, Vice-Mayor, or City Manager is hereby authorized to execute all necessary project documents upon award of the grant.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 26th day of February, 2024.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS 26th DAY OF FEBRUARY, 2024.

KIMBERLY CARNLEY, CITY ATTORNEY

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 26, 2024

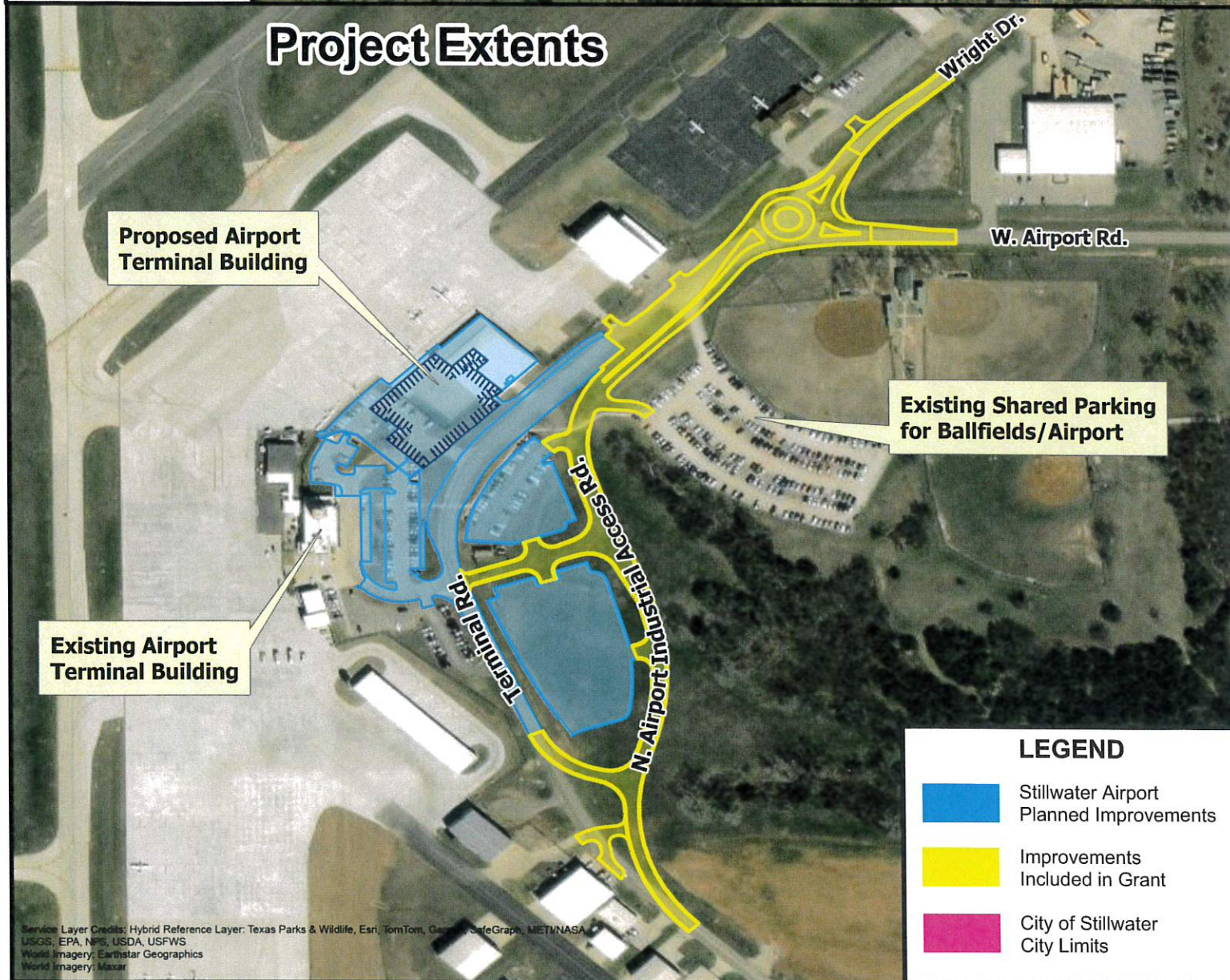
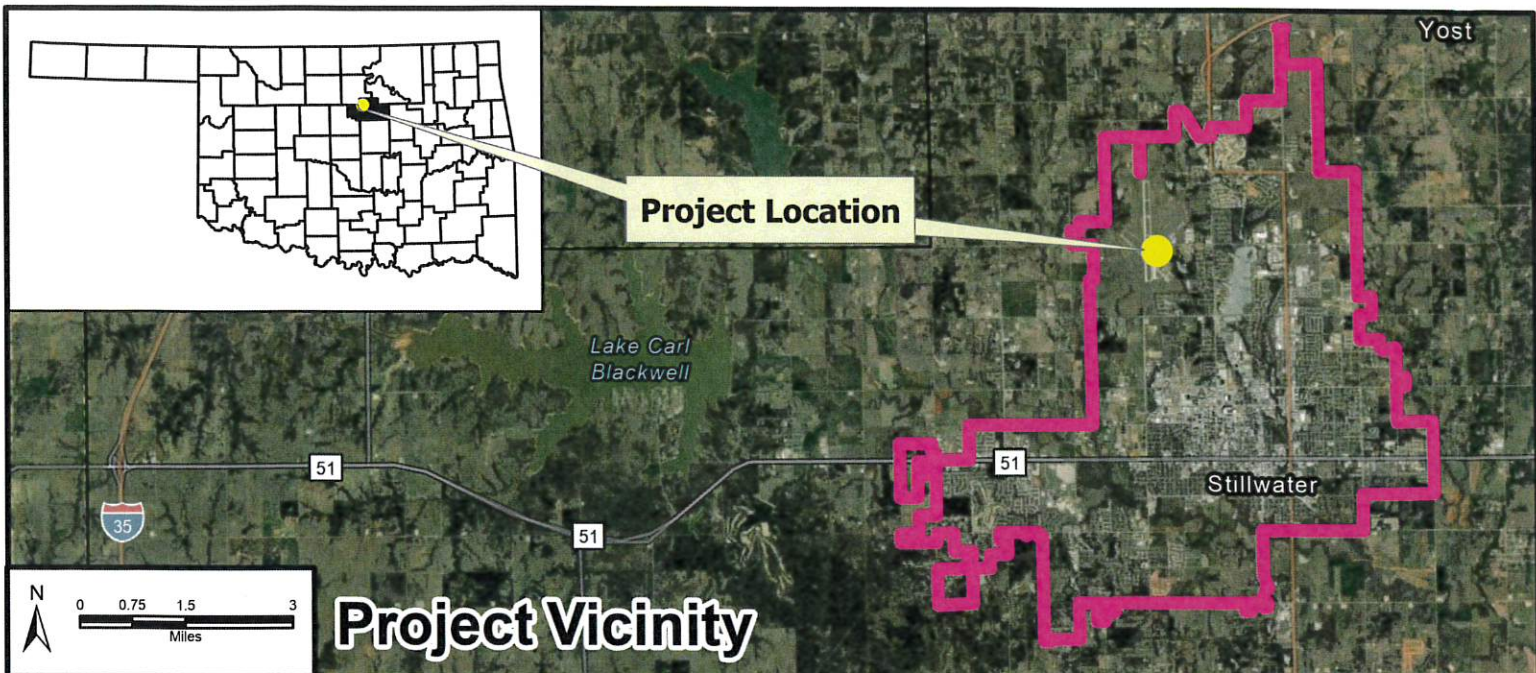


Agenda Item:	8.a. CC-24-17
Previous/Related Action:	
Background/Issue:	The City of Stillwater has identified a road project that is vital for the enhancement of safety and the support of economic development within the area that includes the Stillwater Regional Airport's new terminal project. The N. Airport Industrial Access Road project is the last remaining piece of ongoing efforts being made by the City and the Airport to achieve a significant expansion at the airport to better serve current and future commercial service demands. The necessity for the road project is because the current design of the intersection of Airport Road and N. Airport Industrial Access Road has a dangerous interface that has resulted in multiple accidents. After the new terminal is built, the usage of the road is expected to increase, which will also increase the risk of additional accidents.
Proposal/Solution:	The innovative addition of a roundabout at the intersection of Airport Road and N. Airport Industrial Access Road, plus the realignment of N. Airport Industrial Access Road will increase safety by improving the efficiency of the intersection, slowing traffic speeds through the busy intersection, and allowing for safer vehicle and pedestrian travel into the new airport terminal. In addition to the airport, the road project will also serve Stillwater Emergency Management (SEMA), City of Stillwater Waste Management, the Oklahoma State University Flight Center, Stillwater Flight Center, Civil Air Patrol, a flight school, an aviation maintenance facility, over 30 small aircraft owners, an industrial park that houses a variety of businesses, Oklahoma National Guard, OSU Community Transit (bus service), as well as community recreational facilities and Sanborn Lake with its walking trail.
Financial Source/Impact:	There is no financial impact. As a rural applicant, the City of Stillwater is requesting 100% funding for the project from the Department of Transportation's RAISE grant program.
Related Strategic Priority:	#4 CONNECTED SPACES
Recommended Action/Motion:	Motion to adopt Resolution 2024-5.
Prepared By:	Shelly Crynes, Grants Manager
Reviewed By:	Christy Cluck

	Patti Osmus
Submitted By:	Kimberly Meek, City Manager

Attachments

None



ORDINANCE NO. 3531

AN ORDINANCE REZONING A TRACT OF LAND LOCATED AT 6001 & 6099 NORTH PERKINS ROAD FROM SMALL LOT SINGLE FAMILY RESIDENTIAL DISTRICT (RSS) TO GENERAL INDUSTRIAL DISTRICT (IG).

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

Parcels located at 6001 & 6099 North Perkins Road:

A tract of land situated in the North Half (N/2) of the of the North Half (N/2) of the Northwest Quarter (NW/4) of Section Twenty-Five (25), Township Twenty (20) North, Range Two (2) East I.M., Payne County, Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows: Commencing at the Northwest Corner (NW/Cor) of said Section Twenty-Five (25); THENCE North 89 Degrees 31 Minutes 55 Seconds East along the North line thereof 155.00 feet to a point on the East line of the Highway right of way recorded in Book 192 Misc. Page 381 for the point of beginning; THENCE continuing North 89 Degrees 31 Minutes 55 Seconds East 1465.75 feet; THENCE South 00 Degrees 01 Minute 18 Seconds East 656.93 feet to a point on the South line of the North Half (N/2) of the North Half (N/2) of the Northwest Quarter (NW/4): THENCE South 89 degrees 34 minutes 56 seconds West along the South line of the North Half (N/2) of the North Half (N/2) of the Northwest Quarter (NW/4) 1465.74 feet to a point on the East line of the Highway right of way; THENCE North 00 Degrees 01 Minute 18 Seconds West along the Highway right of way 655.65 feet to the Point of Beginning.

AND

A tract of land in the Northwest Quarter (NW/4) of Section Twenty-five (25), Township Twenty (20) North, Range Two (2) East of the Indian Meridian, Payne County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as commencing at the Southwest Corner (SW/Cor) of said Northwest Quarter (NW/4); THENCE North 89°10'59" East, along the South line of said Northwest Quarter (NW/4) a distance of 135.05 feet to the East right-of-way line of Perkins Road; THENCE North 00°34'48" West along the East right-of-way line of Perkins Road a distance of 1638.65 feet to the Point of Beginning; THENCE North 89°00'46" East parallel to the South line of the North Half (N/2) of the North Half (N/2) of said Northwest Quarter (NW/4) a distance of 1331.48 feet; THENCE North 00°34'48" West a distance of 327.73 feet; THENCE South 89°00'46" West along the South line of the North Half (N/2) of the North Half (N/2) of said Northwest Quarter (NW/4) a distance of 1331.48 feet; THENCE, South 00 Degrees 34 minutes 48 seconds East along the East right-of-way line of Perkins Road a distance of 327.73 feet, to the Point of Beginning.

be and the same is hereby rezoned from (RSS) Small Lot Single Family Residential District to (IG) General Industrial District.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2024.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2024.

TAMMY EWING, ASSISTANT CITY ATTORNEY

First Reading: 02/5/2024
Second Reading: 02/26/2024

REPORT TO: CITY COUNCIL

MEETING DATE: FEBRUARY 26, 2024



Agenda Item:	10.a. CC-24-18
Previous/Related Action:	
Background/Issue:	Resolution CC-2024-4 was adopted by Council on February 5, 2024, thus establishing the Washington School Advisory Committee. The duties of the Committee are to advise and make recommendations regarding the assessment, proposed design, renovation, or redevelopment of Washington School from planning through construction in order to meet the objective of executing improvements for future use for education, sports recreation, events and parking. The resolution calls for five members who are appointed by the Council. One member must be a member of the Washington School Alumni Association. Members will serve three-year terms, which will be staggered and established at the first official meeting.
Proposal/Solution:	The following residents have submitted applications to serve: • Karen Washington (Washington School alumni representative) • James Beckstrom • Dr. Laura Arata • Norman McNickle • Gary Clark
Financial Source/Impact:	None
Related Strategic Priority:	#6 ENGAGED & INVESTED RESIDENTS #4 CONNECTED SPACES #5 UNIQUE CULTURE
Recommended Action/Motion:	Motion to appoint Karen Washington, James Beckstrom, Dr. Laura Arata, Norman McNickle, and Gary Clark to the Washington School Advisory Committee.
Prepared By:	
Reviewed By:	Brady Moore Patti Osmus

Submitted By:	Kimberly Meek, City Manager
----------------------	-----------------------------

Attachments

1. CC-24-18 Attachment Applications

Patti Osmus

Rec'd 02.21.24

From: noreply@civicplus.com
Sent: Tuesday, February 20, 2024 11:13 PM
To: Patti Osmus; Teresa Kadavy
Subject: Online Form Submittal: Application for Service on City of Stillwater Citizen Boards & Committees

This email originated from an **External Source**. Please use proper judgement and **Caution** when opening attachments, clicking links, or responding to this email.

Application for Service on City of Stillwater Citizen Boards & Committees

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

First Name	karen
Last Name	washington
Address	3103 Murray Ct
City	Stillwater
State	OK
Zip Code	74074
Phone Number	4057422742
Email Address	mrskarenwash@aol.com
Name of Board / Committee:	Washington School Heritage Project <i>Washington School Advisory Committee</i>
Why are you interested in serving on this board / committee?	I want to make sure the history of Washington School remains a part of our Community.
Please list your qualifications for serving on this board / committee:	Attended Washington School. Serves as President of The Washington School Reunion Team, allowing me the

opportunity to work with those who attended the school and understand the history as they lived it.

Today's Date: 2/20/2024

Email not displaying correctly? [View it in your browser.](#)

Patti Osmus

Rec'd 02/14/24

From: noreply@civicplus.com
Sent: Tuesday, February 13, 2024 11:31 AM
To: Patti Osmus; Teresa Kadavy
Subject: Online Form Submittal: Application for Service on City of Stillwater Citizen Boards & Committees

This email originated from an **External Source**. Please use proper judgement and **Caution** when opening attachments, clicking links, or responding to this email.

Application for Service on City of Stillwater Citizen Boards & Committees

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

First Name	James
Last Name	Beckstrom
Address	2218 W. 4th Ave
City	Stillwater
State	OK
Zip Code	74074
Phone Number	14054730746
Email Address	james@beckstromgroup.com
Name of Board / Committee:	Washington School Advisory Committee
Why are you interested in serving on this board / committee?	I have had a great personal interest in creating an amazing future for our Washington School for years. As a graduate of Booker T. Washington School in Tulsa in 1975, I have an appreciation and respect for the importance of historically African- American schools, and respecting their stories, their history. I believe that there is a path forward that can make the

Washington School project something that significant Improves our community and enhances the Stillwater economy. I am honored to be considered to help with this very important locally, regionally and nationally significant project. I am committed to produce s special and sustainable future for Stillwater's Washington School.

Please list your qualifications for serving on this board / committee:

For most of my 45 year professional career I have developed concepts and delivered projects and programs in a wide range of settings, domestic and international. Most of those projects have been in history rich and/or socially important and sensitive and/or environmentally sensitive settings where there are an abundance of challenging issues to respect and consider. I thrive on what are perceived as insurmountable challenges, and I become obsessed with delivery. Most recently, as a volunteer, I have helped progress and deliver significant public projects and programs in Stillwater including Block 34, the Stillwater Community Center Safety and Accessibility Improvement Project, and the Dancing Turtle Multi-Arts Festival. All required considerable perseverance, personal commitment, time, stakeholder engagement, external funding and creation of unprecedented assets and/or programs that improve our community. My broad domestic and international background in engineering, stakeholder engagement, project development, environmental issue, the arts, project management and fundraising, I believe are a good fit for this committee.

Today's Date:

2/13/2024

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Teresa Kadavy

'24FEB7PM1:53

From: noreply@civicplus.com
Sent: Wednesday, February 7, 2024 4:18 PM
To: Patti Osmus; Teresa Kadavy
Subject: Online Form Submittal: Application for Service on City of Stillwater Citizen Boards & Committees

CITY CLERKS OFFICE

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Application for Service on City of Stillwater Citizen Boards & Committees

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

First Name	Laura
Last Name	Arata
Address	1123 Pecan Hill Street
City	Stillwater
State	Oklahoma
Zip Code	74074
Phone Number	206-604-4275
Email Address	larata@okstate.edu
Name of Board / Committee:	Washington School Heritage Association Board <i>Washington School Advisory Committee</i>
Why are you interested in serving on this board / committee?	The Washington School is historically and culturally significant. Not only is it one of the only standing structures that represents African American history in Stillwater, it has been identified as the only standing example of a WPA-funded all-Black school in the state of Oklahoma. A strong case can be made for it's ongoing significance as a site of education and community-

centered outreach. I have lived in Stillwater since 2014, when I joined the faculty at Oklahoma State University as a Public Historian. I have been interested in Washington School since I bought my first house, which was right down the street on 13th Avenue. In the time I have been actively working on raising awareness about the school, I have personally witnessed the power of the project to bring people together. Every time we arrange community events, attendance exceeds expectations. In all the time that I have been asking for help, no one has ever said no - a truth which I cannot say about any other project that I have ever worked on. It has been an honor to get to know the community I call home on a deeper level through learning about Washington School and its history, and I am humbled to have played a small role in the point we have reached in saving it. I was responsible for nominating the building for a spot on the list of Oklahoma's Most Endangered Places list in 2022 - when it was accepted onto that list, it became the first Stillwater building to receive that designation. I helped to organize the initial committee that has now developed into the Washington School Heritage Association. With the return of ownership to the City of Stillwater in 2023 and the current momentum we have built toward its rehabilitation, I look forward to continuing to build strong partnerships between the Stillwater and OSU communities, and continuing to raise awareness about this important history.

Please list your qualifications for serving on this board / committee:

I hold a PhD in Public History from Washington State University, and have been employed at Oklahoma State University as Director of Public History since 2014. I specialize in historic preservation and public-facing history projects. I am one of the people responsible for organizing the committee that became the Washington School Heritage Association, and have been presenting public talks about Washington School since 2020. In 2021 I led a team of OSU students in Civil, Environmental and Architectural Engineering through the building to conduct an initial assessment, and since that time have had students engaged in working to research and understand Washington School continually. I am proud to have become a liaison between OSU, the Washington School Alumni committee, and the broader community. I also serve as a board member for the Stillwater History Museum. I am deeply committed to our town and to the stories it has to tell.

Today's Date:

2/7/2024

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'24FEB6AM7:47

Teresa Kadavy

From: noreply@civicplus.com
Sent: Tuesday, February 6, 2024 6:09 AM
To: Patti Osmus; Teresa Kadavy
Subject: Online Form Submittal: Application for Service on City of Stillwater Citizen Boards & Committees

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Application for Service on City of Stillwater Citizen Boards & Committees

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

First Name	Norman
Last Name	McNickle
Address	1722 Fiddlers Hill
City	Stillwater
State	OK
Zip Code	74074
Phone Number	14058807000
Email Address	normanmcnickle@gmail.com
Name of Board / Committee:	Washington School Advisory Committee
Why are you interested in serving on this board / committee?	I would like to participate in the process to return th original school to a useable state.
Please list your qualifications for serving on this board / committee:	I was involved in the effort to return the school to the City of Stillwater. I have also been working with the Washington

School Alumni Association to find funding for rehabilitation of
the school. I would like to continue with that effort

Today's Date: 2/6/2024

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Rec'd 02.21.24

From: noreply@civicplus.com
Sent: Wednesday, February 21, 2024 12:19 PM
To: Patti Osmus; Teresa Kadavy
Subject: Online Form Submittal: Application for Service on City of Stillwater Citizen Boards & Committees

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Application for Service on City of Stillwater Citizen Boards & Committees

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

First Name	Gary
Last Name	Clark
Address	320 Eyler Ln
City	Stillwater
State	OK
Zip Code	74074
Phone Number	405-612-1978
Email Address	gccjwc@gmail.com
Name of Board / Committee:	Washington School
Why are you interested in serving on this board / committee?	It is an important addition to our city and I have been encouraged to be engaged.
Please list your qualifications for serving on this board / committee:	I have been actively engaged in the community for the past 20 years.

