



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA

SEPTEMBER 9, 2024

723 S. Lewis Street, Room 1122B

Stillwater, OK 74074

5:30 PM

Chair Will Joyce, Vice Chair Amy Dzialowski, Trustees Christie Hawkins, Kevin Clark,
& Tim Hardin

1. Call Meeting to Order

2. Consent Docket

Items listed on the consent docket are routine administrative matters that may be approved without discussion. The Trustees will take action on these items collectively with a single vote. The requested action is indicated for each item listed. Should a Trustee 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 Trustee or the General Manager may simply ask the Chair to remove an item from the consent docket prior to action by the Trustees and no action will be taken on the removed item at this meeting.

a.	Approve August 19, 2024 regular meeting minutes		
b.	Approve Waste Management Rear Load and Roll-Off Trucks Buy-Back Cycle Agreements with River City Hydraulics and authorize the General Manager to sign the documents.	SUA-24-50	Matt Faulkner
c.	Approve budget amendments reflecting increased revenue projection of \$738,830 and expenditure of \$738,830 related to the Kipper LLC electric service relocation project and agreement.	SUA-24-51	Loren Smith
d.	Approve Memorandum of Understanding between Kipper LLC, the Stillwater Utilities Authority, and Oklahoma Gas & Electric Company to memorialize the understanding of the parties, as required by 11 O.S. § 21-121 and 17 O.S. § 190.7, regarding		Brady Moore

	Kipper's options to receive electric service for the Kipper Facilities.	
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3. 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 Trustees 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.

4. 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 Trustees. The Trustees 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.

5. Questions and Inquiries

6. Reports from Officers and Boards

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

7. Adjourn

On September 6, 2024 at 9:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED AUGUST 16, 2024 AT 12:00 P.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
AUGUST 19, 2024

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

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:50 p.m.

2. CONSENT DOCKET

- a. Approve August 5, 2024 regular meeting minutes
- b. Approve solid waste study contract with NewGen Strategies and Solutions, LLC in an amount not to exceed \$176,380 and approve associated budget amendment.
- c. Approve Contract Amendment No. 5 to the Professional Services Agreement with Carollo Engineers; authorize the General Manager to sign the amendment; and approve the budget amendment appropriating \$657,192 for additional professional services for improvements to the Water Treatment Plant and Raw Water Delivery System.

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HAWKINS TO APPROVE THE
CONSENT DOCKET AS PRESENTED.

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

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

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

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. QUESTIONS & INQUIRIES

None.

6. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.
- b. Miscellaneous items from the General Manager: No report.

- c. Miscellaneous items from Trustees: No report.
 - i) Discussion about scheduling items for upcoming meetings

7. ADJOURN

MOTION BY VICE CHAIR DZIALOWSKI, SECOND BY TRUSTEE HAWKINS TO ADJOURN THE AUGUST 19, 2024 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The August 19, 2024 regular meeting of the Stillwater Utilities Authority adjourned at 6:50 p.m.

WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY

TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY

REPORT TO: STILLWATER UTILITIES AUTHORITY

MEETING DATE: SEPTEMBER 9, 2024



Agenda Item:	2.b. SUA-24-50
Previous/Related Action:	
Background/Issue:	Waste Management operates under a buy-back agreement for commercial refuse vehicles and roll-off refuse vehicles. The agreement provides for an option to sell the trucks at established prices provided that the vehicle meets the vendor's terms and conditions at the end of the 36-month warranty period.
Proposal/Solution:	The current commercial fleet of 7 rear load collection vehicles and 2 roll-off vehicles are set to be sold on November 30, 2025. It is recommended to replace these 9 vehicles with the City of Stillwater Sourcewell Contract #2463. A quote submitted by River City Hydraulics (RHC) utilizing HEIL Sourcewell Contract #000223-THC for the 7 rear load collection vehicles, and 2 Galbreath roll-offs from Sourcewell Contract #040621-WQ that meets all the critical vehicle specifications.
Financial Source/Impact:	Purchase of the equipment under lease/purchase agreement with Bank of Oklahoma sets annual payments of principal and interest of approximately \$600,000 for 5 years with the option of early payoff in 3 years. The Waste Management Fund is projected to have adequate funding available for the lease payments.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Recommend motion to authorize the purchase of 9 new waste management vehicles to replace 9 used vehicles as follows: Lease/purchase of 7 new commercial refuse vehicles and 2 new roll-off refuse vehicles from River City Hydraulics (RHC) in November 2025 utilizing HEIL Sourcewell Contract #000223-THC for the 7 rear load collection vehicles, and Galbreath Sourcewell Contract #040621-WQ at an initial purchase amount of \$2,600,560.51.

Enter into a buy-back agreement with River City Hydraulics (RHC) for the option to sell the 9 new vehicles after 3 years.

Exercise the buy-back option in November 2028 for the 7 used Commercial vehicles and 2 used roll off vehicles and apply the funds received from the buy-back option to pay off the remaining balance of approximately \$1,200,000.00 to Bank of Oklahoma.

Authorize the General Manager to sign related documents.

Prepared By:	Matt Faulkner, Waste Mgmt. Dir.
Reviewed By:	Matt Faulkner Christy Driskel Teresa Kadavy
Submitted By:	Kimberly Meek, General Manager

Attachments

1. 3 Year Buy-Back - City of Stillwater Rear Load
2. 3 Year Buy-Back -City of Stillwater Roll-off



River City Hydraulics, Inc.

PO Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
7/8/2024	21293

Name / Address
City of Stillwater PO Box 1449 Stillwater, OK 74076

Ship To
City of Stillwater 723 S Lewis Stillwater, OK 74075

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
HEIL POWER...	POWERTRAK COMMERCIAL 25 Yard REAR LOADER Mounted on New and Unused Freight Liner M2-112 Plus Chassis	7	ea	312,378.37	2,186,648.59T
SOURCEWELL...	Sourcewell Discount	7		-7,155.44	-50,088.08T
Options	Full Factory Mount				0.00T
	Clutch Shift PTO				
	Direct Mount Vane (Fast Cycle Pump 21-23 Sec Cycle Time)				
	Dual Work Lights Outside of Hopper				
	Body Side Backing Assist Lights - reverse activated				
	Multi-Function LED Strobe/Turn Lamps - Includes LED light package for entire unit				
	Dual Front LED Oval Strobe Lights, Amber-in-cab switch				
	Left Hand Buzzer Kit				
	15,000 Pound Line Pull Reeving Cylinder with Control Kit				
	Roll Bar Adjustable with Control Kit				
	Lip and Latch Kit				
	Dual Bayne Cart Tippers				
	Base 3rd Eye - Single Camera System with 7" STD monitor and Single Camera Mounted on Tailgate				
	Power Trak Comm. H.D. Contractors Package(3/16" hopper floor overlay liner and 10 ga hopper wall overlay liners @ 400 BHN - 145,000 psi				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Date _____

Print



River City Hydraulics, Inc.

PO Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
7/8/2024	21293

Name / Address
City of Stillwater PO Box 1449 Stillwater, OK 74076

Ship To
City of Stillwater 723 S Lewis Stillwater, OK 74075

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
	Side Door Interlock Kit-shuts down pump when open				
	20 lb. Fire Extinguisher with Bracket				
	Steel Tool Box (18" x 18" x 36") - frame mounted				
	Broom and Shovel Rack - mounted on curbside				
	tailgate cover - Includes broom and shovel				
	Mud Flaps - anti-sail / anti-splash - mounted ahead of rear tires				
	Mud Flaps - anti-sail/ anti-splash - tailgate mounted behind rear tires				
	Anti-Back Pack Valve Kit				
	Two (3) Year Complete Heil Body Warranty (Months 13-36) (Maximum 6,000 hrs. of Opeation)				
	Two (3) Year Complete Chassis Warranty				
	RCH Gurantees a buy-back amount of \$167,872 per unit at the end of Three (3) Years contingent on meeting the Terms and Conditions.				
	HEIL Sourcewell Contract #110223-THC				
	City of Stillwater Sourcewell Contract #2463				
	Guranteed 30 Day Turnaround once chassis arrives at HEIL Plant				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

Subtotal \$2,136,560.51

Sales Tax (0.0%) \$0.00

Total \$2,136,560.51

All payments made by credit card will be assesed a 4% processing fee. Overdue invoices will be subject to a monthly finance charge of 3%.



River City Hydraulics, Inc.

PO Box 6033
Sherwood, AR 72124
Phone: (501) 835-5230
Fax: (501) 834-1233

Purchase Agreement

Date	Estimate #
7/8/2024	21290

Name / Address
City of Stillwater PO Box 1449 Stillwater, OK 74076

Ship To
City of Stillwater 723 S Lewis Stillwater, OK 74075

PRICE IS VALID FOR 5 BUSINESS DAYS

P.O. No.	Terms	Rep	Unit Number	Serial Number	VIN
	Due on receipt	CK			
Item	Description	Qty	U/M	Rate	Total
GALBREATH ...	OUTSIDE RAIL ROLLOFF HOIST, 75,000LB CAPACITY MOUNTED ON New and Unused Western Star	2	ea	232,000.00	464,000.00T
Options	Pioneer Rack N Pinion Auto Tarper w/ Hydraulic Gantry				0.00T
Options	Options Below Included				0.00T
	Huck Bolt Mounting				
	Full Steel Fenders				
	Inside Air Controls				
	5 Spool Integrated Hydraulic Valve for Hoist and Tarper				
	LED Light Package				
	Heavy Duty Rear Bumper (Pintle Hitch Ready)				
	48" Steel Tool Box				
	Window Screen mounted to Gantry				
	LED Work Lights mounted to Window Screen				
	Rear Container Ratchet Container Hold Downs				
	Paint				
	Galbreath Sourcewell Contract #040621-WQI				
	City of Stillwater Sourcewell Contract #2463				
	3 Year Buy - Back - RCH Guarantees \$120,640 per unit at the end of two years contingent on terms and conditions.				

All documents pertaining to and required for financing/loan must be submitted to lienholder before delivery of unit. All payments are required within five business days of delivery.

Signature _____ Date _____

Print _____

Subtotal \$464,000.00

Sales Tax (0.0%) \$0.00

Total \$464,000.00

All payments made by credit card will be assessed a 4% processing fee. Overdue invoices will be subject to a monthly finance charge of 3%.

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: SEPTEMBER 9, 2024**

Agenda Item:	2.c. SUA-24-51
Previous/Related Action:	N/A
Background/Issue:	Electric Engineering has been working with Kipper to relocate electric lines on their property. The relocation will consist of relocating our transmission and distribution lines that divide their property. Per the electric service terms and conditions, in summary, any relocation of this nature is paid for by the requesting party.
Proposal/Solution:	Kipper has agreed and made a payment in the amount of \$738,830 for the relocation. The actual cost will be determined at the end of the project and funds will either be billed or returned.
Financial Source/Impact:	Approval of the attached budget amendments will appropriate the funds necessary to start the project.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT #3 SAFE COMMUNITY
Recommended Action/Motion:	Motion to approve the budget amendments appropriating \$738,830 for the Kipper Relocation Project.
Prepared By:	Loren Smith, Electric Utility Dir.
Reviewed By:	Loren Smith Brady Moore
Submitted By:	Kimberly Meek, General Manager

Attachments

1. Kipper Transmission and Distribution Relocation Estimated Cost Letter - 8-8-24 Final - Executed
2. EL - Kipper EL Serv Relocation - 9.9.2024 - Revenue
3. EL - Kipper EL Serv Relocation - 9.9.2024 - Expenditure

Date: 8/8/24

Kipper LLC
c/o McAfee & Taft
8th Floor, Two Leadership Square
211 N. Robinson Ave., Oklahoma City, OK 73102
Attn: Simon W. Bright
Email: simon.bright@mcafeetaft.com

Subject: Rohan Relocation of Electric Transmission and Distribution Facilities
WF1159514

Dear Kipper LLC:

This letter is in response to your request for the Rohan Relocation of Electric Transmission and Distribution Facilities for the subject project. The City of Stillwater Terms and Conditions for utility service requires that the customer pay in advance the full estimated cost of materials, equipment and third-party services that are necessary to complete the requested Rohan Relocation of Electric Transmission and Distribution Facilities.

Based on the information that you have provided, including the scope and map depiction (Exhibit A hereto) and using current materials, equipment and services costs, the estimated customer cost to complete the relocation alignment to the new 100' easement around the southern and portions of the western perimeter of the site (the "Rohan Relocation of Electric Transmission and Distribution Facilities") is \$738,830. The City anticipates the Electric Utility Relocation Work will be completed within approximately 12 months from easement acquisition.

Full payment in the amount of the estimated cost is required before the work will be scheduled. Upon the completion of the work, the actual cost will be calculated, and adjustments will be made if necessary. If actual costs are less than the advance payment, a refund will be made to the customer and if actual costs are more than the advance payment, the customer will be required to make payment for the difference.

If during the course of the construction, it is apparent that the actual construction costs are or will exceed the original estimate by more than 10 percent, the electric installation work will cease until sufficient payment is made to cover the additional estimated costs.

If you choose to proceed with the requested Rohan Relocation of Electric Transmission and Distribution Facilities, please send a check payable to the City of Stillwater or wire transfer in the amount of \$738,830 to the following address:

Stillwater Electric Utility
% Finance Department
405-742-8287
PO Box 1449
Stillwater, Oklahoma 74076

Bank: Simmons Bank
ABA No: 082900432
Account No: 882006173160

Please include a copy of this letter or other reference to the project name and location with your check to ensure proper handling. If you have any questions, please feel free to call Vernon Hall at 405-742-8367.



Sincerely,

Lo Smith

Loren Smith
Electric Utility Director
Stillwater Electric Utility

ACCEPTED AND AGREED:

Kipper LLC

DocuSigned by:

Simon Bright

26392EED98CA4BB

Name: Simon Bright

Title: Authorized Signatory

Date: _____





LEGEND

- PROPERTY BOUNDARY
- PROPOSED LOT LINE
- PROPOSED MV POWER LINE EASEMENT
- PROPOSED HV POWER LINE EASEMENT
- PROPOSED OIL LINE EASEMENT
- PROPOSED MV/CONSTRUCTION POWER LINE
- PROPOSED CITY INSTALLED MV POWER LINE

Electric Easement in favor the City of Stillwater, Oklahoma
recorded in Book 895, page 631, Correction Electric
Easement recorded in Book 900, page 335.



REVISIONS		
NO.	DATE	DESCRIPTION



Budget Amendment Request
For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Increase:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
	-				
	-				
	-				
	-				
	-				

Decrease:

	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: Lo Smith

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year _____

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

Office: 405.372.0025
Web: stillwater.org

Date: _____

Department: _____

Requested by: _____

Explanation:

Increase:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
	-				
	-				
	-				
	-				
	-				

Decrease:

	-				
	-				
	-				
	-				
	-				

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

Reviewed by Department Manager: Lo Smith

Date: _____

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made effective as of _____, 2024 by Kipper LLC (“**Kipper**”), the Stillwater Utilities Authority, a public trust (“**SUA**”), and Oklahoma Gas & Electric Company (“**OG&E**”) (collectively “**Parties**”) to memorialize the understanding of the Parties as follows:

WITNESSETH:

WHEREAS, Kipper owns, or will own, property within the incorporated limits of the City of Stillwater, Oklahoma, as reflected in the map attached herein as **Exhibit “A”**, and intends to utilize such property for the purpose of constructing and operating industrial electric consuming facilities, including offices and all other buildings and infrastructure Kipper deems necessary (collectively “**Facilities**”);

WHEREAS, the Facilities will require electric service at various voltages.

WHEREAS, Kipper desires optionality to receive electric service for the Facilities, including potentially receiving electric service from OG&E or the SUA or both, and such services may commence at different times. As an example, the Facilities may receive medium voltage service (up to 69kV) for construction, commissioning, and non-critical operations (e.g., office space, lighting, etc.) from the SUA; with high voltage service (above 69kV) for critical operations from OG&E. Moreover, if required, the Facilities may receive temporary medium voltage service (up to 69 kV) from the SUA for critical operations until high voltage service (above 69kV) is delivered by OG&E.

WHEREAS, Oklahoma law (e.g., 11 O.S. § 21-121, 17 O.S. § 190.7) prohibits electric suppliers from furnishing retail electric service to an electric consuming facility which is currently being served by another electric supplier, or which was being served and the electric facilities are in place to render such service, unless the entities involved have agreed by mutual written consent to such transaction. The Parties intend this MOU to serve as such written mutual consent to Kipper’s optionality to receive electric service for the Facilities, as contemplated herein.

WHEREAS, in order to facilitate the construction and operation of the Facilities, the Parties agree that the Facilities, or any individual electric consuming facility which is a part of the Facilities, should be entitled to receive retail electric service from either or both OG&E and the SUA, regardless of whether the Facilities are composed of one or more buildings and/or infrastructure, even if such services commence at different times, as contemplated herein.

NOW THEREFORE, the Parties agree as follows:

The Facilities, or any individual electric consuming facility which is a part of the Facilities, regardless of whether composed of one or more buildings and/or infrastructure, are entitled to receive retail electric service from either or both OG&E and the SUA, even if such services commence at different times or if such services are only temporary, as contemplated herein.

Specific terms and conditions with respect to the provision of electric service by the SUA, including rates, are more particularly described in that certain Stillwater Data Center Economic Development Agreement between Kipper, the City, and the Stillwater Economic Development Authority, except such terms and conditions will not limit the Facilities' service options under this MOU. This agreement is intended to survive in the event of Kipper's assignment of the Facilities to another entity.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Agreement.

KIPPER LLC

By:_____

Name:_____

Title: Authorized Signatory

OKLAHOMA GAS & ELECTRIC COMPANY

By:_____

Name:_____

Title: _____

STILLWATER UTILITIES AUTHORITY,
a public trust

By:_____

William H. Joyce, Chairman

ATTEST:

Teresa Kadavy, Secretary

(SEAL)

**Exhibit “A”
Property Map**

