



CITY COUNCIL MEETING AGENDA

JULY 11, 2022

723 S Lewis Street

Room 1122B

Stillwater, OK 74074

5:30 P.M.

Mayor Will Joyce, Vice Mayor Alane Zannotti, Councilors Amy Dzialowski, Christie Hawkins, & Kevin Clark

1. Call Meeting to Order
2. Pledge of Allegiance
3. Consent Docket

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

a.	Approve regular and executive session minutes of June 13, 2022		
b.	Approve budget amendment appropriating donation funds of \$5,000 from Stillwater Tennis Association to City of Stillwater	CC-22-128	Barbara Bliss
c.	Stillwater History Museum at the Sheerar quarterly report		Amelia Chamberlain
d.	Approve appointment of Emergency Management Director Rob Hill as the City of Stillwater representative to the Payne County Countywide Communications Committee		Norman McNickle
e.	Approve FY22-23 labor contract with Fraternal Order of Police Lodge 102 and the associated budget amendments reflecting the transfer in and appropriation of \$150,000 from Stillwater Utilities Authority to cover the increased cost of the labor contract contingent upon approval of the transfer out budget amendments at the July 11, 2022 Stillwater Utilities Authority meeting	CC-22-130	Christy Driskel
f.	Approve budget amendment appropriating \$104,750 from the general obligation bond proceeds to cover bond counsel and financial advisor fees for the 2022 GO bond issuance		Melissa Reames

4. Public Comment on Items not Schedules for Public Hearings

*Stillwater City Code, Section 2-53(a) & (b), provides that taxpayers or residents of the city, or their authorized legal representatives, may address the Council at a regularly scheduled meeting on **any item of business listed on the meeting agenda** provided they have submitted a written request prior to the meeting either online at [Request to speak form](#) or via the form found in the lobby outside Council chambers prior to meetings.*

5. Items Removed from Consent Docket

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

6. Public Hearings

The Council will hear public comments, discuss, and take action including a vote or series of votes on each item listed as presented or as amended by the City Council unless the agenda entry specifically states that no action will be taken.

a.	Receive public comment regarding a request for a Map Amendment to rezone property addressed as 701 W Boomer Lake Station Road from Public (P) and Commercial General (CG) to Multi-Family Intermediate District (RMI)	CC-22-129	Jacqueline Porter
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7. General Orders

The 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 City Council action is indicated in each agenda entry but may be amended or revised prior to action by the City Council.

a.	Receive Stillwater Area Sports Association annual report		Carolyn Walstad
b.	Consider bid award to Hi-Lite Airfield Services in the amount of \$102,271 for the re-mark of Runway 17-35 and connecting taxiways, authorize the City Manager to sign contract documents, and approve budget amendment appropriating funds for the project	CC-22-124	Paul Priegel

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 NO. CC-2022-20: A RESOLUTION ACTIVATING AN INCREMENT DISTRICT PREVIOUSLY DESIGNATED AS INCREMENT DISTRICT "X" AS INCREMENT DISTRICT NO. 5, CITY OF STILLWATER, PURSUANT TO THE PROVISIONS OF THE 2022 AMENDED STILLWATER (RE)INVESTMENT PLAN (A STILLWATER DOWNTOWN/CAMPUS LINK PROJECT PLAN) AND § 856(B)(2) OF THE LOCAL DEVELOPMENT ACT, 62 O.S. §§ 850, <i>et seq.</i>
b.	RESOLUTION NO. CC-2022-21: A RESOLUTION OF THE CITY COUNCIL APPROVING STILLWATER REGIONAL AIRPORT BUDGET AMENDMENTS REFLECTING THE RECEIPT AND APPROPRIATION OF GRANT FUNDS AND ANY REQUIRED SPONSOR MATCH TO COMPLETE THE MASTER PLAN UPDATE, FOR THE PURCHASE OF SNOW REMOVAL EQUIPMENT, AND FOR ELECTRICAL AND LIGHTING REHABILITATION AT STILLWATER

REGIONAL AIRPORT THROUGH FAA GRANTS 3-40-0090-033-2021, 3-40-0090-037-2022, AND 3-40-0090-036-2022
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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.

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| a. | ORDINANCE NO. 3496: AN ORDINANCE CLOSING AN EASEMENT LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER PAYNE COUNTY, OKLAHOMA, ON PROPERTY LOCATED ON NORTH ROGERS DRIVE SOUTH OF RICHMOND, ADJACENT TO NORTH ROGERS DRIVE IN PARK VIEW ESTATES SECTION 10, AND REPEALING ALL ORDINANCES TO THE CONTRARY |
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10. Reports from Officers and Boards

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

- a. Miscellaneous items from the City Attorney
- b. Miscellaneous items from the City Manager
- c. Miscellaneous items from the City Council

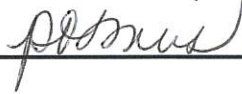
11. Appointments

- a. Library Trust Board
- b. Public Housing Authority
- c. Board of Adjustment

12. Questions and Inquiries

13. Adjourn

On 07.08.22 at 8:35, a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S Lewis Street, Stillwater, OK.



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

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

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW
THE AGENDA WAS POSTED JUNE 9, 2022 AT 4:15 P.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 13, 2022**

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

1. CALL MEETING TO ORDER

Mayor Joyce called the meeting to order at 5:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Stillwater City Council led the audience in the Pledge of Allegiance.

3. CONSENT DOCKET

- a. Approve regular and executive session minutes of June 6, 2022
- b. Approve FY2022-23 labor contract with International Association of Fire Fighters Local 2095
- c. Approve renewal application and issuance of retail fuel dispensing permit for Stillwater Flight Center, Inc. to operate at Stillwater Regional Airport
- d. Approve budget amendment appropriating donation funds of \$5,000 from Walmart to Stillwater Fire Department
- e. Approve FY22-23 renewals of the following agreements:
 - i. Payne County Youth Services Agreement \$15,000
 - ii. Project Heart Lease Agreement
 - iii. Tiny Paws Kitten Rescue, Inc. Lease Agreement
 - iv. Stillwater History Museum, Inc. Agreement \$30,000
 - v. Lake McMurtry Friends, Inc. Operations Agreement \$180,000
 - vi. Henderson Golf Management, LLC Operations Maintenance Agreement \$120,000
 - vii. Stillwater Area Sports Association Operations Agreement \$216,000
- f. Approve FY22-23 lease with Oklahoma State University for motorcycle and ATV recreation area
- g. Approve FY22-23 lease agreement with Stillwater Trail Riders, Inc. for purpose of operating a motorcycle and ATV recreation area
- h. Approve FY22-23 Renewal of Master Services Agreement with Keystone Engineering to perform engineering services for city transportation projects
- i. Approve FY22-23 Renewal of Master Services Agreement with Gose & Associates to perform engineering services for city transportation projects

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

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-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 to close a portion of the right-of-way at the corner of 10th Avenue and Lowry Street

City Planner Jacquelyn Porter reported that Keystone Engineering & Surveying requests the closure of a portion of the right-of-way at the corner of 10th Avenue and Lowry Street. The closure is requested by the applicant for building expansion.

Mayor Joyce opened the public hearing.

Kelly Harris, Keystone Engineering, is the applicant and spoke on their behalf.

Mayor Joyce closed the public hearing.

Staff recommends closing the right-of-way as requested.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR DZIALOWSKI TO ACCEPT STAFF'S RECOMMENDATION TO APPROVE A 19 FOOT ABANDONMENT OF THE RIGHT-OF-WAY.

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

7. GENERAL ORDERS

- a. Approve selection of CivicPlus, LLC to provide hosted website services and solutions in an amount not to exceed \$117,000, which includes a 10% contingency, annual website maintenance fee of \$50,000, and authorize City Manager to sign contract

Director of Communications Dawn Jones discussed the need for a new website in order to have the ability to provide up-to-date/modern online services. She presented the outdated format of the current website and presented new options to update the website increasing its functionality. The current webpage has not been updated since 2016.

Director of Information Technology Brad Stewart gave a brief history on the City's current website and content management program. He presented the Request for Proposals (RFP) and selection process and stated that the committee unanimously selected CivicPlus, LLC based on the company's more robust, feature-rich solutions and they were the only vendor that met all requirements.

Hector Ortega, Communications Account Executive for CivicPlus, LLC was present so he and Ms. Jones and Mr. Stewart addressed and answered Council's questions.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO SELECT CIVICPLUS, LLC TO PROVIDE HOSTED WEBSITE SERVICES AND SOLUTIONS IN AN AMOUNT NOT TO EXCEED \$117,000, WHICH INCLUDES A 10% CONTINGENCY AND TO AUTHORIZE STAFF TO NEGOTIATE A CONTRACT.

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

- b. Consider awarding bid to Johnson Controls as the Energy Service Company for the City of Stillwater and authorize contract negotiations for an Investment Grade Energy Audit

Special Projects Director John McClenny reported that the City of Stillwater facilities operate a number of aging and energy inefficient systems such as heating, air conditioning and lighting. There may be a number of currently unknown renewable energy/energy efficiency opportunities within existing City facilities, which could lead to cost savings, improved quality of human health, air and water quality and a more resilient community. Mr. McClenny stated the energy service companies (ESCO's) are companies that evaluate existing systems and propose upgrades and improvements that generate energy savings for the client. Projects are then financed and managed by the ESCO utilizing the funds generated via the energy savings to the client. The potential is that the City facilities receive new and more energy efficient systems and upgrades at no additional cost. Mr. McClenny stated that the first step in this process is an Investment Energy Grade Audit (IGA). The IGA will identify potential projects that can then be considered for implementation by the City working with the selected ESCO. He reported that the City issued a Request for Proposals (RFP) and four responses were received. An evaluation committee was formed comprised of four members of the Renewable Energy Task Force and three members of City staff. The evaluation committee completed a scoring rubric based on the requirements listed in the RFP and the top three scoring ESCO's were interviewed by the committee. The evaluation committee unanimously recommends Johnson Controls as the ESCO partner for the City. Mr. McClenny stated that depending on the outcome of the IGA and the selected projects going forward, the relationship with the selected ESCO could be decades long. The evaluation committee wanted to ensure that the City will have a dependable long-term partner that will be there when needed and Johnson Controls verified that they will be that partner.

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR ZANNOTTI TO SELECT JOHNSON CONTROLS AS THE ESCO PARTNER FOR THE CITY OF STILLWATER AND AUTHORIZE CONTRACT NEGOTIATIONS FOR AN INVESTMENT GRADE ENERGY AUDIT.

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

- c. Consider authorization for City Manager to sign the following contracts related to benefits administration for FY22-23:
- BlueCross BlueShield: (third-party administrator) increase of 2.3%, annualized increase \$8,050;
 - Delta Dental: no change from previous year's funding;
 - HM (re-insurance carrier): decrease of .07%, annualized savings \$578;
 - Gallagher Benefit Services (health benefits broker): no change from previous year's funding;
 - Hartford Insurance Group (Life and AD&D; Vol Life and Vol AD&D): no change from previous year's funding;
 - Gallagher Pharmacy Alliance (pharmacy coalition): estimated year 1 savings \$671,936 (will be used to offset potential claims)

Human Resources Generalist Leah Womack stated that City staff meets with Gallagher Benefit Services (GBS) annually to review current plan designs, options offered and vendors associated with the City employee health benefit programs. Information provided from GBS is the basis for the recommendation to renew a contract or to accept an alternate vendor based on submitted proposals. The proposals are listed above for FY22-23.

MOTION BY VICE MAYOR ZANNOTTI, SECOND BY COUNCILOR HAWKINS TO AUTHORIZE THE CITY MANAGER TO SIGN CONTRACTS RELATED TO BENEFITS ADMINISTRATION FOR FY22-23 AS OUTLINED ABOVE.

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

- d. Consider recommendation to engage with OMAG for FY22-23 City of Stillwater property and casualty needs in the amount of \$549,475

Deputy City Manager Melissa Reames reported that the past three years, the City has utilized USI as advisor and broker for property and casualty insurance. Staff recently contacted and received quotes and information from the Oklahoma Municipal Assurance Group (OMAG). OMAG works exclusively with cities in Oklahoma, providing significant expertise on insurance and liability. Ms. Reames stated that the quotes for FY23 from OMAG for the entirety of property and casualty needs for the City, SUA and the Stillwater Energy Center total \$549,475. The total amount for similar coverage offered by USI last year was \$693,000. This total does not include Airport liability, which will be purchased separately as has been the case in the past. Staff recommends engaging with OMAG for City of Stillwater property and casualty needs for FY23.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR DZIALOWSKI TO ENGAGE WITH OMAG FOR FY23 PROPERTY AND CASUALTY NEEDS IN THE AMOUNT OF \$549,475.

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

8. RESOLUTIONS

- a. Resolution No. CC-2022-17: A resolution of the Stillwater City Council Prohibiting the flying of Unmanned Aircraft Systems (UAS) during certain public events on July 1, 2022.

MOTION BY VICE MAYOR ZANNOTTI, SECOND BY COUNCILOR HAWKINS TO ADOPT RESOLUTION NO. CC-2022-17 AS PRESENTED.

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

- b. Resolution No. CC-2022-18: A resolution establishing the Stillwater Regional Airport rates and charges schedule

MOTION BY COUNCILOR HAWKINS, SECOND BY VICE MAYOR ZANNOTTI TO ADOPT RESOLUTION NO. CC-2022-18 AS PRESENTED.

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

- c. Resolution No. CC-2022-19: A resolution of the Stillwater City Council adopting the Stillwater Regional Airport minimum standards for aeronautical activities and services

Airport Director Paul Priegel stated that the minimum standards for aeronautical activity at the Stillwater Regional Airport (SRA) have been in place since the 1980's and have not been updated since that time. He explained what minimum standards of aeronautical activity means in regards to

SRA. Mr. Priegel stated the Airport Advisory Board reviewed and updated the minimum standards of aeronautical activity and recommended sending the standards to the Council for approval.

MOTION BY COUNCILOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO ADOPT RESOLUTION NO. CC-2022-19 AS PRESENTED.

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

Mayor Joyce moved to Item 10. on the agenda.

9. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the City Attorney:
 - i. Request for Executive Session pursuant to 25 O.S. §307 (B)(2) to discuss labor negotiations with Fraternal Order of Police Lodge #102.
 - ii. Request for executive session pursuant to 25 O.S. § 307 (11) (c) and (d) for the purpose of discussing plans for deterrence or prevention of or protection from an act of terrorism, and plans for response or remediation after an act of terrorism.
 - iii. Request for an Executive Session pursuant to 25 O.S. § 307(B)(4) involving confidential communication between the City Council and City Attorney concerning Randy Blake vs. City of Stillwater, Workers' Compensation Court Case No. CM 2021-03414-L. 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 proceeding in the public interest.
- b. Miscellaneous items from the City Manager:
 - City Manager Norman McNickle announced that the Stillwater Police Department (SPD) is accepting applications for police officers. SPD is one of the most well equipped and trained police departments in the country. They're looking for diverse, innovative applicants who have a strong work ethic, high moral character and actively embrace the community-policing philosophy. Applications close on July 14, 2022.
- c. Miscellaneous items from the City Council:
 - Councilor Clark reported that the City of Stillwater's sharps disposal pilot program has been extended. Residents can pick up a medical sharps container for free, no questions asked, at the Convenience Collection Center. Filled containers can be returned during regular business hours – Tuesday through Friday from 10:00 a.m. to 6:00 p.m. and Saturday from 8:00 a.m. to 4:00 p.m.
 - Councilor Hawkins invited residents to kick off Independence Day weekend with Stillwater's Boomer Blast Fireworks Show on Friday, July 1 at Boomer Lake Park. There will be area vendors and food trucks to enjoy before the fireworks show that begins at 9:30 p.m. Vehicles will not be allowed inside Boomer Lake Park during the event, but free parking will be available at Stillwater High School stadium and Cimarron Plaza.
 - Councilor Dzialowski reminded residents to attend the Enchantment Under the Sea Dance this Friday, June 17th from 7:00 p.m. to 9:00 p.m. This family fun event will be held outside of the Stillwater Public Library and Prairie Arts Center. There will be live entertainment, crafts, bounce house, snow cone truck and more.
 - Vice Mayor Zannotti stated that Shop Until Dark will be extra exciting this Friday, June 17th because it overlaps with Downtown Stillwater's 3rd Friday Art Walk. Walk from store to store, sample refreshments, view art and enjoy the extended business hours offered by several local retailers. Live music will be performed by

the Red Dirt Rangers and residents won't want to miss the food trucks, bike night and car show.

- Mayor Joyce announced that the Stillwater Community United will be celebrating Juneteenth at Southern Woods Park this Saturday, June 18th from 11:00 a.m. to 1:00 p.m. All community members are invited to gather for games, music, free food and drinks and entertainment for the whole family. City Hall will be closed in observance of Juneteenth on Monday, June 20th.
- i. Discussion about scheduling items for future meetings.

10. APPOINTMENTS

a. Stillwater Housing Authority

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO APPOINT AUSTIN POLLARD TO THE STILLWATER HOUSING AUTHORITY

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

b. Library Trust Board

MOTION BY MAYOR JOYCE, SECOND BY VICE MAYOR ZANNOTTI TO APPOINT CYNTHIA FRANCISCO TO THE LIBRARY TRUST BOARD.

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

Mayor Joyce returned to Item 9. on the agenda.

11. QUESTIONS & INQUIRIES

None.

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR HAWKINS TO RECESS THE CITY COUNCIL MEETING AND CONVENE THE STILLWATER ECONOMIC DEVELOPMENT AUTHORITY MEETING.

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

Stillwater City Council meeting recessed at 6:14 p.m. to convene Stillwater Economic Development Authority meeting.

Stillwater City Council reconvened at 6:44 p.m.

12. EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY HAWKINS TO ENTER INTO EXECUTIVE SESSION AT 6:44 P.M.

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

- a. Confidential communication to discuss labor negotiations with Fraternal Order of Police Lodge #102.
- b. Confidential communication to discuss plans for deterrence or prevention of or protection from an act of terrorism, and plans for response or remediation after an act of terrorism.
- c. Confidential communication between the City Council and City Attorney concerning Randy Blake vs. City of Stillwater, Workers' Compensation Court Case No. CM 2021-03414-L.

13. RETURN FROM EXECUTIVE SESSION

MOTION BY CLARK, SECOND BY HAWKINS TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:14 P.M.

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

- a. No action was taken on this item.
- b. No action was taken on this item.
- c. No action was taken on this item.

14. ADJOURN

MOTION BY COUNCILOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE JUNE 13, 2022 REGULAR MEETING OF THE STILLWATER CITY COUNCIL.

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

The June 13, 2022 regular meeting of the Stillwater City Council adjourned at 8:15 p.m.

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED JUNE 9, 2022 AT 4:15 P.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

**MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
723 S. LEWIS
JUNE 13, 2022
6:44 P.M.**

**PRESENT: MAYOR WILLIAM H. JOYCE, VICE MAYOR ALANE ZANNOTTI,
COUNCILORS AMY DZIALOWSKI, CHRISTIE HAWKINS AND KEVIN CLARK**
ABSENT: NONE

- a. Confidential communication to discuss labor negotiations with Fraternal Order of Police Lodge #102.

Discussion was held regarding labor negotiations with Fraternal Order of Police Lodge #102 pursuant to 25 O.S. §307 (b)(2).

- b. Confidential communication for the purpose of discussing plans for deterrence or prevention of or protection from an act of terrorism, and plans for response or remediation after an act of terrorism.

Discussion was held regarding plans for deterrence or prevention of or protection from an act of terrorism, and plans for response or remediation after an act of terrorism pursuant to 25 O.S. § 307 (11) (c) and (d)

- c. Confidential communication between the City Council and City Attorney concerning Randy Blake vs. City of Stillwater, Workers' Compensation Court Case No. CM 2021-03414-L.

Discussion was held concerning a pending investigation, claim, or action, Randy Blake v. City of Stillwater, Worker's Compensation Court Case No. CM 2021-03414-L., Payne County District Court, pursuant to 25 O.S. §307 (b)(4).

The Executive Session concluded at 8:14 p.m.

WILLIAM H. JOYCE, MAYOR

TERESA KADAVY, CITY CLERK



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 11, 2022

Agenda Item:	3b. CC-22-128
Prior Council Action/Related Items:	• Stillwater Tennis Association recently presented a donation in the amount of \$5,000 to the City of Stillwater to be used for resurfacing of the tennis courts at Couch Park, which is scheduled to take place in 2022 at a cost of \$40,000.
Solution:	• A budget amendment reflecting the receipt of the donation has been prepared for Council approval.
Financial Impact/Funding Source(s):	• The resurfacing project is listed as a capital item in the 2022-23 budget. • The donated funds will be appropriated to the project account.
Strategic Plan Alignment:	#5 Unique Culture: To cultivate partnerships that enhance the spirit of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy.
Recommended Action/Motion:	Motion to approve budget amendment reflecting donation revenue of \$5,000 for tennis courts resurfacing project at Couch Park.
Prepared By:	Barbara Bliss, Community Resources Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	Budget Amendment



Budget Amendment Request

For Budget Year 2023Department of Finance
723 S. Lewis Street/P.O. Box 1449
Stillwater, OK 74076-1449Office: 405.372.0025
Web: stillwater.orgDate: 07/01/2022Department: Events and RecreationRequested by: Barbara BlissCC-22-128

Explanation:

Expenditures:

Appropriate funds for a donation received from Stillwater Tennis for resurfacing of tennis courts.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
Couth Park Tennis Courts	2305010 - 53041	22PR07230	\$ 0	\$ 5,000	\$ 5,000
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 5,000Reviewed by Department Manager: Barbara C. BlissDate: 06/30/2022Reviewed by Finance: Christy CluckDate: 7-1-2022

Approved by CMO: _____

Date: _____

Approved by City Council: _____

Date: _____

☐ Yes☐ No

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--



STILLWATER HISTORY MUSEUM AT THE SHEERAR

SHEERAR CULTURAL & HERITAGE CENTER

702 S. DUNCAN STREET

STILLWATER, OKLAHOMA 74074

PHONE 405-377-0359

**STILLWATER
MUSEUM
ASSOCIATION**

July 1, 2022

**BOARD OF TRUSTEES
OFFICERS**

Norman McNickle, City Manager
City of Stillwater

**Laura Arata
President**

Dear Mr. McNickle,

**Candace Robinson
Vice President**

This letter serves as the Stillwater History Museum's quarterly report for April - June 2022. The museum's summer issue of the *Stillwater Muse* is included with this report.

**Darian Johnson
Treasurer**

Second Quarter Visitation

**Stephen Gose
Secretary**

The chart on page two lists second-quarter attendance figures since 2019. In 2020 we were seeing an average of 13.5 visitors per day; last year it dipped to 5.7; this year we are back up to an average of 11 per day so far—12.6 in just this quarter. During the second quarter we have had visitors from China, the United Kingdom, and Turkey. Out-of-state visitors have included those from Arkansas, California, Indiana, Iowa, Kansas, Minnesota, New Jersey, Nevada, Rhode island, Texas, and Virginia. (Note: Virtual and Social Media numbers have been tabulated since 2020; and we are starting to track research requests as they have become more numerous of late.)

**Bill Bryans
Member at Large**

BOARD MEMBERS

Judi Baker

Looking Back

Denise Ferrell

For the first time in two years we were able to once again offer our 3rd grade "How Oklahoma Began" program. Four classes attended in April; fourteen in May. We have been making efforts to ensure all Stillwater 3rd grades attend the program. We also recently spoke with a representative from the Pleasant Valley School program to see how we both might collaborate—both in promoting our school program and joining forces to offer a Heritage Day in either the spring or fall. Volunteers, interns, and grant-funded staff continue to work on the Helt Photography wedding negative collection—a project that will last through the year and into January of next year.

Susan Matlock

Sarah Mutscheknaus

Nani Pybus

Matt Schauer

Looking Ahead

Annette Shamas

On April 30, the Stillwater Museum Association Board met for a retreat and worked to develop a new mission—one that was shorter and more to the point and that reflected our vision of the organization today. We will continue our work to develop a new strategic plan to guide the museum over the next three years as it celebrates its 50th anniversary in 2024.

Mike Staubus

Ex-Officio

Wanda Cooke

Bridget Cuadra

The museum's latest exhibit features 100 years of wedding dresses along with the family histories relating to those marriages. In November, we will use the museums' collection of military uniforms to present a similar exhibit—featuring the family histories of the men who wore the uniforms.

MUSEUM STAFF

**Amelia Chamberlain
Executive Director**

**Debbie Williams
Programming**

I have had several discussions with Stacy DeLano and Stephanie Kinder regarding the Stillwater High School Alumni Association Museum. The Public Library and the Stillwater History Museum plan to relocate specific portions of the alumni collection to the library and museum. Once we have assessed just what all there is in the collection, we'll work with Stephanie to issue a press

	APR 2022	MAY 2022	JUN 2022	APR 2021	MAY 2021	JUN 2021	APR 2020	MAY 2020	JUN 2020	APR 2019	MAY 2019	JUN 2019
Days open	22	21	20	25	21	22	0	0	21	24	24	26
Attendance	305	357	132	102	108	251	0	0	121	423	451	140
Programs	99	251	18	0	0	130	0	0	0	425	200	0
Auditorium uses	4	6	5	10	6	13	0	0	4	n/a	n/a	n/a
Auditorium attendance	185	410	240	325	495	440	0	0	200	1238	1038	1052
Virtual/Outreach	4, 0	4, 227	6, 225	185	65, 60	315	0	0	n/a	n/a	n/a	n/a
Volunteer Hours	117	52	190	114	72	64	0	0	n/a	n/a	n/a	n/a
Facebook, Instagram	2310, 307	3099, 272	3006, 307	1974, 9	2656, 436	5443, 365	1641, 352	950, 116	3566, 138	n/a	n/a	n/a
Facebook, Instagram likes	1499, 997	1499, 997	1499, 997	1500, 897	1500, 897	1500, 897	n/a	n/a	n/a	n/a	n/a	n/a
Website page views	955	528	756	1056	869	883	232	223	274	531	440	541
Research inquiries (new)	n/a	n/a	10									

release informing the public about what is transpiring. I have been spending about an hour or two most mornings in that space sorting and cataloguing. I believe our efforts will result in better access to the materials for alumni—and hopefully we can work something out in the museum’s newsletter for the alumni to have a place for announcements—something still to be considered and planned for.

And, Cool Classics concerts are back. Three concerts will be held in the Sheerar Cultural Center auditorium on July 8, 15, and 22. Tickets will be required for the July 22 concert with Edgar Cruz only and may be purchased on the museum’s website.

The Stillwater History Museum is most appreciative of the support provided by the City of Stillwater. The Board, staff, and volunteers sincerely thank the City for increasing the Stillwater Museum Association’s annual contract. We are committed to continuing the preservation of Stillwater’s local history and sharing it with the community. We will put the funds to good use.

Sincerely,



Dr. Laura Arata
Board President

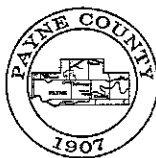


Amelia E. Chamberlain
Executive Director

Payne County Board of Commissioners

County Administration Building

315 W. 6th Avenue, Suite 203
Stillwater, Oklahoma 74074



(405) 624-9300
Fax (405) 624-9325

June 16, 2022

City of Stillwater
ATTN: Norman McNickel
City Manager
723 S. Lewis Street
Stillwater, OK 74074

Dear Mr. McNickel;

On June 6, 2022, the Payne County Board of Commissioners created the Payne County Countywide Communications Committee (PC4) for the purpose of developing requirements, making recommendations, and providing guidance for the future countywide radio system. We are requesting that your organization appoint a primary member and an alternate member to be a part of this committee.

While you are free to appoint whoever you wish, we might suggest that if you already have someone on the E-911 committee, that they be appointed to this new committee also, as the new PC4 meeting will be immediately following the current E-911 Committee meeting. Emergency Managers are also a good choice, as they bridge the gap between police and fire. However, picking someone who is both available, willing, and familiar with radios and systems is the important part, regardless of position.

If you have any questions, please feel free to call me at (405) 780-5300. We would like to get the committee meeting on July 5, 2022, but recognize that not everyone has meetings weekly. Please either send in, fax, or email the attached form when your selection is made so that we may start contacting them.

Thank you for your time in this matter. The future of countywide radio communication is in your hands.

Sincerely,

Chris Reding
Chairman
Payne County Commissioners

Designation of Representative
for the
Payne County Countywide Communications Committee

The (Town, City, or Entity) City of Stillwater hereby selects
Rob Hill as the primary representative to serve on the Payne County
Countywide Communications Committee, with Norman McNickle selected to be
the alternate. One of these persons will attend meetings and promote the best interests of their area
and of Payne County in the selection, installation, and operations of the countywide radio system.

PASSED, APPROVED AND RESOLVED this ____ day of _____, 2022.

Signature	Name
Position	

RESOLUTION NO. 2022-35

**A RESOLUTION CREATING THE PAYNE COUNTY
COUNTYWIDE COMMUNICATION SYSTEM COMMITTEE**

WHEREAS, the Board of County Commissioners finds that a county-wide communication system is in the best interest of all emergency personnel and the citizens and visitors of Payne County, Oklahoma; and

WHEREAS a county-wide communication system will allow all departments and personnel to be able to talk with other departments and personnel both among themselves and with similarly equipped departments and personnel with whom the county works; and

WHEREAS, Payne County emergency personnel have been working more often with other agencies, both in the need for assistance and in providing assistance; and

WHEREAS, common communication capabilities increase the safety, effectiveness and ability of all involved in providing emergency services; and

WHEREAS, first responders are most familiar with the challenges and needs of their jobs; and

WHEREAS, all first responders have a vested interest in the design and operation of their communication system; and

WHEREAS, it is advantageous for entities that provide law enforcement and emergency services to work together for the success of a county-wide communication system.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PAYNE COUNTY, OKLAHOMA:

Section 1: That a Payne County Countywide Radio System Committee be and the same is hereby established, to consist of representatives from each government entity and agency in Payne County and adjacent counties that provide emergency services within Payne County.

Section 2. That the Payne County Countywide Communication System Committee shall be composed of the following members:

a. One (1) member and an alternate shall be appointed by the Sheriff of Payne County, Oklahoma;

b. One (1) member and an alternate shall be appointed by the Board of County Commissioners of Payne County, Oklahoma;

c. One (1) member and an alternate shall be appointed by the Director of Payne County Emergency Management;

d. One (1) member and an alternate shall be appointed by the governing bodies of each of the following entities that provide or are involved in providing emergency services within Payne County, namely:

The City of Cushing, Oklahoma
The Town of Glencoe, Oklahoma
The City of Perkins, Oklahoma
The Town of Ripley, Oklahoma
The City of Stillwater, Oklahoma
The City of Yale, Oklahoma
The Ingalls Volunteer Fire Department
The Payne County Rural Firefighters Association

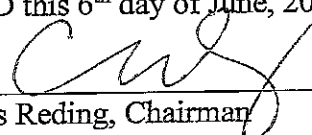
e. One (1) member and an alternate may be appointed, if they so choose, by the governing bodies of each of the following entities located outside of Payne County but who provide emergency services within portions of Payne County, namely:

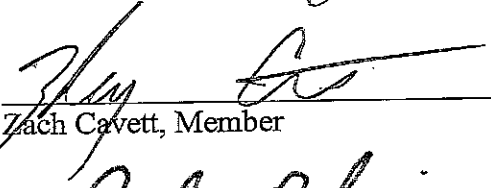
The City of Drumright, Oklahoma
The City of Coyle, Oklahoma
The City of Guthrie, Oklahoma
The Town of Mulhall, Oklahoma
The Town of Orlando, Oklahoma
The Iowa Tribe
The Pawnee Tribe
The Sac & Fox Tribe
The Pawnee Fire Ambulance Service

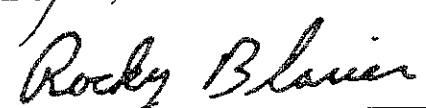
Section 3: The Payne County Countywide Communication System Committee shall adopt bylaws and shall serve as an advisory committee to the Board of County Commissioners with regard to the design, planning, operation, and funding of the countywide communication system. Public notices and agendas of the committee's meetings shall be prepared, posted and filed by the secretary of the committee in accordance with the Oklahoma Open Meeting Act, 25 O.S. Section 301 et. seq.

Section 4: The Board of County Commissioners of Payne County shall consider the recommendations and advice received from the Payne County Countywide Communication System Committee, provided that all decisions regarding the countywide communication system shall be made by the Board of County Commissioners.

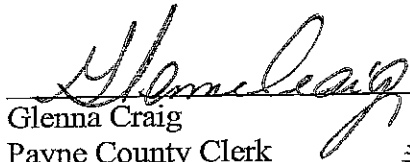
PASSED, APPROVED AND RESOLVED this 6th day of June, 2022.

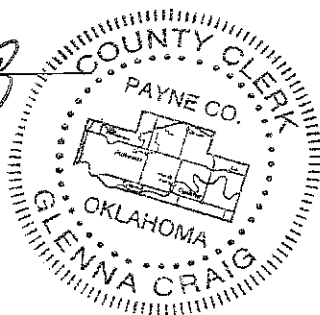

Chris Reding, Chairman


Zach Cavett, Member


Rocky Blasier, Member

ATTEST:


Glenna Craig
Payne County Clerk





REPORT TO: CITY COUNCIL

MEETING DATE: JULY 11, 2022

Agenda Item:	3e. CC-22-130 2d. SUA-22-40
Background / Issue:	• January 20, 2022 the Fraternal Order of Police, Lodge 102, issued a letter requesting to begin negotiations. • The City and FOP representatives began negotiation meetings on April 19, 2022. • The following changes were approved by FOP membership for the upcoming collective bargaining agreement: ✓ 2% across-the-board salary adjustment; ✓ addition of Juneteenth as an official holiday; ✓ change in reimbursement amounts for personal items damaged, destroyed or lost as a result of on-the-job duties; ✓ increase in assignment pay to \$25 per day that a Field Training Officer is assigned a recruit; ✓ increase in assignment pay to \$50 for each full week a Field Training Supervisor is assigned a recruit; and ✓ change in longevity pay to begin after four years of employment • The agreement was taken to FOP membership for a vote. Membership voted yes on the contract.
Financial Impact/Funding Source(s):	• Budget amendments reflecting the transfer in and appropriation of \$150,000 from Stillwater Utilities Authority to cover the increased cost of the 2022-2023 FOP labor contract are attached.
Proposal/Solution:	Approve the collective bargaining agreement with FOP for contract year 2022-2023 and the budget amendments to fund the increased cost.

Related Strategic Priority:	#1: Effective Services and Accountable Government: To provide effective services and accountable government for all residents by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	<u>City Council</u>: Motion to approve the collective bargaining agreement with FOP for contract year 2022-2023 and the associated transfer in budget amendments, contingent upon approval of the transfer out budget amendments at the Stillwater Utilities Authority meeting this evening. <u>SUA</u>: Motion to approve the budget amendment transferring out \$150,000 to the General Fund to cover the FY2022-23 Fraternal Order of Police Local #102 labor contract.
Prepared By:	Christy Driskel, Human Resources Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	Budget Amendments

POLICE SERVICES AGREEMENT
BETWEEN THE
CITY OF STILLWATER
AND THE
FRATERNAL ORDER OF POLICE, LODGE #102, INC.

CONTRACT YEAR 2022-2023

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ARTICLE I
PREAMBLE

This Agreement is entered into by and between the City of Stillwater, Oklahoma hereinafter referred to as the Employer (or Management) and the Fraternal Order of Police, Lodge #102, Inc., hereinafter referred to as the Bargaining Agent.

The Employer and the Bargaining Agent recognize their responsibilities under federal, state, and local laws relating to fair employment principles involved in the area of civil rights, including the Americans with Disabilities Act. The City and the Bargaining Agent agree that the provisions of this agreement shall apply to all employees covered by the agreement without discrimination.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote harmonious, orderly, and peaceful relations for the mutual interest of the employer, and the bargaining agent and the citizens of the City of Stillwater.

The employer and the bargaining agent encourage to the fullest degree friendly and cooperative relations between their respective representatives.

The parties recognize that the interest of the community and the job security for the employees depend upon the employer's success in establishing proper services to the community.

The Employer agrees to furnish an electronic copy of this agreement to be available to all members of the Department subject to the terms of the Collective Bargaining Agreement.

Within one month of the ratification of this agreement by both the City Council and the membership of the Fraternal Order of Police, Lodge #102, the Chief of Police and the President of Lodge #102 will prepare a written directive. That directive will summarize any changes made in the contract and the directive will be disseminated to all personnel.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. The bargaining agent recognizes the prerogative of the city to operate and manage its affairs in all respects in accordance with its responsibilities, and the power or authority which the City has not officially abridged, delegated, or modified by this agreement. Management officials of the City retain the rights, in accordance with applicable laws and regulations, but are not limited to the following:

- A. To manage and direct the employees of the Department of Police;
- B. To hire, promote, transfer, schedule, assign and retain employees in positions with the Department of Police;
- C. To suspend, demote, discharge, or take other disciplinary action against other employees for just cause;
- D. To relieve employees from duties because of lack of work, funds, or other legitimate reasons;
- E. To maintain the efficiency of the operations of the Department of Police;
- F. To determine the methods, means and personnel by which such operations are to be conducted, including the rights to contract and subcontract existing and future work;
- G. Organization of city government;
- H. The number of employees to be employed by the Department of Police;
- I. The number, types, and grades of positions or employees assigned to an organizational unit, department, or project;

- J. Internal security practices;
- K. To take such action as may be necessary to implement the Americans with Disabilities Act and OSHA bloodborne pathogens standards.

The City has the sole authority to determine the purpose and mission of the management responsibilities and the amount of the budget to be adopted by the City Council. If an emergency condition exists, including, but not limited to riots, civil disorders, tornado conditions, or similar catastrophes, the provisions of the agreement may be suspended by the Mayor during the time of the declared emergency.

ARTICLE 3

RECOGNITION

Section 1. The employer recognizes the Fraternal Order of Police, Lodge #102, Inc., as the sole and exclusive bargaining agent for all sworn police officers of the Stillwater Department of Police Services, except:

- A. The Chief of the Department of Police;
- B. Up to, one Administrative Assistant to be determined by the Chief of Police.

ARTICLE 4

PREVAILING RIGHTS

Section 1. The bargaining agent and management agree that the provisions of the Oklahoma Firefighter's and Policeman's Arbitration Law (11 Okla. Stat., Sec. 51-101 to 51-113, 1978) the Police Department Policy Manual, and the city Personnel Policies and Procedures Manual will remain in effect where not abridging management's rights or impinging upon the terms of the agreement.

Section 2. Management officials of the City recognize that, as stated in state statutes, the city and the bargaining agent must negotiate items that "...affect wages, hours, terms, and conditions of employment...".

ARTICLE 5

SAVINGSCLAUSE

Section 1. If any article or section of this agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequent enacted legislation or by judicial authority, all other articles and sections of the agreement shall remain in full force and effect for the duration of this agreement.

ARTICLE 6

DURATION OF AGREEMENT

Section 1. This agreement shall become effective, July 1, 2022 and shall remain in full force and effect until midnight, June 30, 2023, subject to the appropriation of adequate and sufficient funds thereof by the governing body of the employer prior to July 1, 2022.

ARTICLE 7

PROHIBITION OF STRIKES

Section 1. The bargaining agent and its members agree not to engage in a strike, work-stoppage or slow down, coercive misuse of sick leave, or any other similar form of interference with the normal operation of the Department of Police or any other City department.

ARTICLE 8

BARGAINING AGENT BUSINESS

Section 1. Members of FOP Lodge #102 shall be permitted up to 350 hours of professional leave to conduct lodge business. Lodge business shall be defined as business at the local, state, or national level. If additional hours are needed, members may request annual leave. The member must submit a written request for leave at least three (3) days prior to the event, to his/her immediate supervisor and the FOP. The FOP President or his designee will then approve or deny the leave request. The FOP President or his designee will then forward the leave request to the Chief's office to be logged. In case of emergency, the request may be made orally and later confirmed in writing, no later than forty eight (48) hours after the event. The City shall have the right to refuse the request if the absence would reduce the manpower available during the regular shift to an unacceptable level.

Section 2. The log showing total hours used shall be maintained in the office of the Chief. The City shall be entitled to assume all requests for professional leave have been approved by appropriate lodge officials, and shall not be responsible for granting additional time if such requests were not authorized.

ARTICLE 9

DUES DEDUCTION

Section 1. The City of Stillwater shall allow the employees of the Stillwater Police Department and members of the bargaining agent to authorize payroll deductions for the purposes of paying FOP/Legal Aid and other Lodge related dues including dues of members of the Stillwater Police Department's Special Operation Team.

Section 2. Before the commencement, termination or alternation of the payroll deduction each affected employee shall sign an authorization card, provided by the lodge, authorizing the stated monthly deduction. The lodge will then provide the City with the names and the amounts of the deductions.

Section 3. The lodge will indemnify, defend, and hold the City of Stillwater harmless against any claims made and against any suits instituted against the City on account of the deduction of the dues.

ARTICLE 10

BULLETINBOARDS

Section 1. The City of Stillwater agrees to allow the bargaining agent to have bulletin boards at the police station. The location of the bulletin boards shall be mutually agreeable by both parties.

Section 2. Bulletin boards shall be used for the purpose of posting notices of the lodge meetings; lodge elections; lodge election returns; lodge appointments to office; lodge recruitment, educational and social affairs; and other materials pertaining to lodge business.

Section 3. It shall be the responsibility of the lodge to maintain the bulletin boards to insure prompt removal of outdated materials, and further insure that the posting of such materials is limited to only those bulletin boards provided in Section 1 above. All such materials shall be approved or signed by the president, vice-president, secretary, or treasurer. In the event of any controversy regarding posted information or material, the Chief shall have the right to make the final decision regarding the posting of the questionable item.

ARTICLE 11

OFFICER BILL OF RIGHTS

Section 1. When an officer is under investigation for a criminal offense, he/she will have the same constitutional and procedural rights of any other citizen. When an officer is under administrative investigation and is subject to interrogation by members of his/her agency, for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

Interrogation: When an officer is under investigation by the Stillwater Police Department for a complaint received

(internal or external), and is to be interrogated in respect to such complaint by other members of the department when there is a logical possibility that any disciplinary action to include, suspension, demotion, or dismissal may result, such interrogation shall be conducted as follows:

1. The officer shall be informed of the name of all complainants, if known;
2. Preliminary discussions with supervisory personnel with the Police Department, in relation to a complaint received, shall not be considered as an interrogation as used herein;
3. To the extent known at the time, the officer under investigation shall be informed of the nature of the investigation prior to any interrogation. If, during the course of the investigation, additional potential charges come to light, the officer under investigation shall be informed of the nature of those additional issues as soon as such information is identified.
4. The officer under investigation shall be informed of the rank, name of officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at a time.
5. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
6. The officer under interrogation shall not be subject to offensive language during the interrogation. No promise or reward shall be made as an inducement to obtain testimony or evidence.
7. The officer under investigation shall be completely informed of all his/her rights, (to include Garrity Rights and the Weingarten Ruling), pursuant to this procedure prior to the commencement of the interrogation and his/her responsibility to answer all questions.
8. At the request of any officer under investigation, he/she shall have the right to be represented by a FOP representative of his/her choice who shall be present at all phases of the interrogation. In addition, if the officer under investigation so chooses, he/she may have an attorney (or other such representative) present (at no additional expense to the City of Stillwater) during interrogation as long as this does not cause any delay in the proceedings.
9. Interrogation of officers under investigation may be taped or recorded in written form at the discretion of the investigating officer. Officers under investigation may record the proceedings with his own equipment, or provide written record at his own expense as long as such does not cause any delay in the proceedings. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City of Stillwater in administrative hearings or for other administrative purposes.

Section 2. When an anonymous complaint or an unsigned formal complaint is made against an officer and no corroborative evidence is obtained, the complaint shall be classified as unfounded.

Section 3. No officer shall be discharged, disciplined, demoted, denied promotion, transferred, reassigned or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment, by reason of his/her exercise of his/her rights granted by this contract.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. Grievance shall be defined as any dispute between management and labor to include but not limited to the meaning, interpretation, application, or alleged violations of the terms and provisions of the existing personnel policies, standard operating procedure or applicable negotiated collective bargaining agreement or as defined by State law.

Section 2. Grievances may be filed by the FOP, individual employees or groups of employees. Employees or an employee group wishing to file and/or pursue a grievance may have a representative of their choice at any or all of the steps.

Steps in the Procedure

1. A written grievance shall be taken to the employee's Bureau Commander within fifteen (15) working days after the occurrence of the alleged violation. Occurrence shall be defined as when the grieving party becomes aware of the action or receipt of written notice of change in benefit, policy or practice, whichever comes first. The Bureau Commander shall investigate said grievance and within five (5) working days either deny the grievance based on the investigation or pass the grievance up to the Chief along with written recommendations related to why grievance should not be denied.
2. In the event that the grievance is denied by the Bureau Commander, and the grieving employee is not satisfied, he/she shall submit the grievance in writing within five (5) working days of the response of the Bureau Commander to the Chief. The Chief shall investigate and render his decision in writing within five (5) working days or the grievance shall be deemed denied.
3. In the event that step two does not satisfy the employee, the employee shall within five (5) working days of the response of the Chief of Police, forward written documentation concerning the grievance to the City Manager and explain the dissatisfaction.
4. The City Manager shall submit an answer in writing to the Chief of Police and the involved employee within twenty (20) working days of his receipt of the grievance or the grievance shall be deemed denied. If the grievance has not been settled within that time, it may be submitted to mediation upon the agreement of both parties.
5. If the parties do not mediate the grievance or mediation does not resolve the grievance and the grievance is of a non-disciplinary issue, the FOP Negotiations Committee shall conduct a thorough review of the grievance. Within twenty (20) working days of the City Manager's ruling or the failure of the mediation, the FOP Negotiations Committee shall determine, in its discretion and judgment, whether or not a grievance exists. If the FOP Negotiations Committee finds a grievance does exist, and that the grievance warrants further processing, it shall give notice of arbitration to the City Manager.
6. If the parties do not mediate the grievance or mediation does not resolve the grievance and the grievance is of a disciplinary issue, the matter may be submitted to arbitration. The grievant or his representative shall have twenty (20) working days after the ruling of the City Manager or the failure of the mediation to give notice of arbitration to the City Manager.
7. The grievant or FOP shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of said list the employer and the grievant or his representative shall select an arbitrator by alternately striking names until one is left. The moving party shall make the first strike from the list.
8. The arbitrator shall call a hearing and give at least seven (7) days' notice in writing to the parties of the time and place for such hearing. The hearings shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relative or pertinent to the issue presented to him for determination.
9. The hearing conducted by the arbitrator shall be concluded within twenty (20) days from the time of commencement. The arbitrator at his option may issue a written opinion or a bench decision.
10. The arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present agreement or to arbitrate away, in whole or in part, any provisions or amendment thereof.
11. The decisions, findings, and recommendations of the arbitrator shall be final and binding on the parties to this agreement with respect to the interpretation, enforcement, or application of the provisions of this agreement. It is understood by the parties to this agreement that the filing of a grievance under this article has as its last step, final and binding arbitration.
12. The cost of the neutral arbitrator shall be shared equally between the grievant and the employer. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

13. If at any step a written answer has not been provided within the prescribed time for response so that the grievance is deemed denied, the City shall provide a written reason for its denial within seven (7) days of a request for a written response, but such a request will not delay the advancement of the grievance through the process.

Section 3. The parties agree that the good faith resolution of grievances depends upon accurate information regarding the basis for the grievance and the basis for the initial action or subsequent denial of the grievance by the City. Accordingly, each party agrees that, upon request, at any stage of the grievance process, it will make full disclosure of the facts and policies upon which it relies for its position regarding a grievance.

Section 4. The Fraternal Order of Police President or his authorized representative may report an impending grievance to the Chief of Police in an effort to forestall its occurrence.

Section 5. Disciplinary action shall not be taken against any employee who provides accurate public information on matters of public concern when the information is based upon reliable sources which include documented facts to support the allegations.

NOTE: Working days shall be defined as Monday through Friday, excluding holidays and scheduled vacation days.

ARTICLE 13 COMPENSATION PLAN

Section 1. All sworn officers of the Stillwater Police Department covered by the bargaining agreement will be placed in the compensation plan in the appropriate range and step. Ranges for the positions in the bargaining unit for this contract year are as follows:

POLICE OFFICER-28051								
RANGE: POG								
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6		
HRLY RATE-40HRS/WEEK	\$ 25.62	\$ 27.22	\$ 28.85	\$ 30.46	\$ 32.09	\$ 33.73		
BI-WEEKLY	\$ 2,049.60	\$ 2,177.60	\$ 2,308.00	\$ 2,436.80	\$ 2,567.20	\$ 2,698.40		
ANNUAL GROSS (2080 HRS)	\$ 53,289.60	\$ 56,617.60	\$ 60,008.00	\$ 63,356.80	\$ 66,747.20	\$ 70,158.40		

POLICE MASTER PATROL OFFICER-37021								
RANGE: POH								
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4				
HRLY RATE-40HRS/WEEK	\$ 36.77	\$ 38.61	\$ 40.53	\$ 42.57				
BI-WEEKLY	\$ 2,941.60	\$ 3,088.80	\$ 3,242.40	\$ 3,405.60				
ANNUAL GROSS (2080 HRS)	\$ 76,481.60	\$ 80,308.80	\$ 84,302.40	\$ 88,545.60				

POLICE SERGEANT-31091								
RANGE: POI								
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6		
HRLY RATE-40HRS/WEEK	\$ 36.76	\$ 38.83	\$ 40.86	\$ 42.93	\$ 45.06	\$ 47.22		
BI-WEEKLY	\$ 2,940.80	\$ 3,106.40	\$ 3,268.80	\$ 3,434.40	\$ 3,604.80	\$ 3,777.60		
ANNUAL GROSS (2080 HRS)	\$ 76,460.80	\$ 80,766.40	\$ 84,988.80	\$ 89,294.40	\$ 93,724.80	\$ 98,217.60		

POLICE LIEUTENANT-33021								
RANGE: POJ								
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5			
HRLY RATE-40HRS/WEEK	\$ 44.40	\$ 46.64	\$ 48.97	\$ 51.34	\$ 53.79			
BI-WEEKLY	\$ 3,552.00	\$ 3,731.20	\$ 3,917.60	\$ 4,107.20	\$ 4,303.20			
ANNUAL GROSS (2080 HRS)	\$ 92,352.00	\$ 97,011.20	\$ 101,857.60	\$ 106,787.20	\$ 111,883.20			

POLICE CAPTAIN-35031								
RANGE: POE								
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5			
HRLY RATE-40HRS/WEEK	\$ 47.81	\$ 50.20	\$ 52.72	\$ 55.25	\$ 57.92			
BI-WEEKLY	\$ 3,824.80	\$ 4,016.00	\$ 4,217.60	\$ 4,420.00	\$ 4,633.60			
ANNUAL GROSS (2080 HRS)	\$ 99,444.80	\$ 104,416.00	\$ 109,657.60	\$ 114,920.00	\$ 120,473.60			

The Chief of Police shall determine the appropriate entry-level salary within the range for Police Officer.

For purposes of accurate future market comparisons it should be noted that in FY 2011-12 former Article 16 – “Proficiency Award” (regarding firearms qualification at \$1200/annum) and former Article 21 Sections 1 & 2 “Uniform Maintenance Allowance” (at \$2552/annum) were rolled into the base pay for all ranks. In FY 2012-13, former Article 18 - “Performance Pay Program” was extinguished in exchange for a 3% increase to base pay for all ranks.

Section 2. Promotion to Master Police Officer and higher ranks will follow the department’s Standard Operating Procedures. Movement into a new range will be in a step which shall not be less than a 5% increase in pay, unless there is not a higher step available.

Section 3. All movement through a particular range (from step to step) shall be based on performance as reflected in the employee’s performance evaluation.

- a) Merit steps are funded for 2022-2023 fiscal year.
- b) Employees are eligible for only one step increase per year. The Chief of Police may grant step increases, withheld from an employee at the time of the annual Performance Evaluation, at any time with justification.

Section 4. The members covered by this Collective Bargaining Agreement shall participate in the City’s Bonus and Incentive Plan, based on the provisions of that plan.

Section 5. Members who are eligible to receive, Longevity pay or Holiday Leave pay shall be provided those payments in their regular paycheck. The percentage of income tax withheld on any sums paid to an officer shall be as required by applicable regulations of the Internal Revenue Service.

Section 6. Employees will be reimbursed for travel expenses in accordance with the City of Stillwater Purchasing Manual in effect on July 1, 2012.

Section 7. When an employee is temporarily appointed to act in a supervisory position for greater than 30 days the employee shall be paid at a rate 5% higher than their current hourly pay rate for all hours worked in that supervisory position. In all cases the 5% higher rate will become effective on day 31. This temporary appointment will not be construed as a permanent position but as a benefit to the temporary duty assignment. At any time the Chief of Police or his/her designee may terminate the temporary duty assignment. This section will apply only to those temporarily assigned to Sergeant or Lieutenant positions.

ARTICLE 14

EDUCATION INCENTIVES

Section 1. Tuition Reimbursement - The City of Stillwater will reimburse the tuition of courses approved for the development of employees to benefit the City in their present positions.

- a. Tuition reimbursement shall be provided to regular full-time employees who have completed their probationary period of employment.
- b. The City will reimburse the employee for tuition fees up to a maximum of thirty-two (32) credit hours per fiscal year (excluding books, laboratory fees, parking, and registration fees, etc.) for courses administered by a vocational institution, accredited university, and any other institution approved by the Human Resources Director. Reimbursement amounts will not exceed \$250.00 per credit hour.
- c. An employee must submit a Tuition Reimbursement Request form and copy of the course description prior to enrollment to be eligible for reimbursement. The request must be approved by the Chief of Police, Human Resources Director, and the City Manager.
- d. The employee must achieve a grade of “C” or “Satisfactory” to be eligible for reimbursement.
- e. Upon successful completion of the course work, the employee must provide a copy of final course grade and a paid tuition receipt to the Human Resources Department.
- f. When an employee leaves employment before a three-year time period has lapsed after completion of a course, the employee will be responsible for reimbursing the City a pro rata amount of one thirty-sixth (1/36) for each month remaining of the three-year time period.

Section 2. The City of Stillwater will provide each member of the bargaining unit with an incentive to attend classes at an accredited university by paying:

\$25.00 per month when the member has attained 25 hours toward a degree.

\$75 per month when the member has attained 60 hours toward a degree; \$125 per month for a Bachelor's Degree; \$175 per month for a Master's Degree; \$200 per month for a Doctorate Degree.

Proof of completion of hours or degree must be presented to the Chief of Police before receiving payment. A copy of the degree or transcript of hours must be included in the officer's personnel file.

ARTICLE 15

BENEFITS

Section 1. Health Benefit Plan

The City of Stillwater shall provide life insurance and major medical coverage to the members of the bargaining unit. Bargaining unit members will be covered by the health plan described in Appendix A and administered by Blue Cross Blue Shield of Oklahoma. Bargaining unit members will receive a copy of the Plan Summary in effect for this fiscal year as soon as it is available.

The City will allow eligible retiring employees under the age of 65 the option of staying with the group insurance until age 65. The retirees shall pay the then current premium rate for the month being insured directly to the City by the 5th of that month. A one month lapse in payment will be just cause for termination of insurance.

Section 2. Worker's Compensation Insurance

An employee who is eligible under state law for Worker's Compensation may elect to use accrued annual and/or sick leave to supplement that statutory payment so that there is no loss in take-home pay.

Section 3. Oklahoma Police Pension and Retirement System

Officers of the Stillwater Police Department shall participate in the Oklahoma Police Pension and Retirement Fund. For a complete description of benefits and contributions to the plan, police officers should contact the Police Chief or their department representative for the Pension Fund.

Section 4. Employee Assistance Program

The City will provide an Employee Assistance Program on the terms outlined in its contract with an Employee Assistance Program. Members are eligible for that program as outlined in that contract. This benefit is limited to the terms and conditions of the contract between the City and the program, and should that contract terminate, this benefit will terminate.

Section 5. 125 Benefit Plan

The City will provide a product-driven 125 Benefit Plan under the rules and regulations promulgated by the IRS. Products added to the plan will be determined by an employee committee's recommendation to the City Council, which will have final authority for the products offered. The Plan will be offered only so long as there is no cost to the City and so long as it is acceptable under IRS rules.

Section 6. Personal Property Reimbursement

- A. The employer shall repair, replace or reimburse an officer, within 30 days of being provided a receipt, for any of the below items which are suddenly and unexpectedly damaged, destroyed or lost as a result of an altercation, chase or other such physical on-the-job duties. Cell phone is actual replacement value or insurance deductible.

ITEM	MAX. REIM.	ITEM	MAX. REIM.
Eye Glasses	\$ 600.00	Sunglasses	\$ 300.00
Contact Lenses	\$ 300.00	Nylon Holster	\$ 280.00
Watches	\$ 200.00	Nylon Belt(s)	\$ 100.00
Footwear	\$ 400.00	Nylon Gear	\$ 50 (each)
Gloves	\$ 90.00	Flashlight	\$ 160.00
Knife	\$ 75.00	Expandable Baton	\$ 85.00
Cellular Phone			

- B. An officer shall also be required to provide to the City a written estimate of repair, replacement or reimbursement of the damaged, destroyed or lost property, as well as a receipt for the purchase of the

replaced personal property.

- C. The dollar amounts listed are maximum amounts for reimbursement purposes even if the actual cost of the item purchased exceeds the amount.
- D. If the damaged or lost cellular phone is covered by an insurance policy that the officer has specifically purchased to cover that individual cellular phone, the City will pay only the required deductible to have the phone replaced under the insurance plan.

Section 7. The City will offer to all members of the bargaining unit, a deferred 457(b) compensation plan through ICMA Retirement Corporation (ICMA_RC) at no cost to the City of Stillwater.

Section 8. Bargaining unit members shall be eligible for all other City benefit programs according to City policy.

Section 9. Funeral Expenses

The City shall provide a special death benefit in the amount of \$10,000 to the survivor of any employee covered by this Agreement who is killed in the line of duty as outlined in the Office of Justice's Public Safety Officers' Benefit program as peace officer for the City of Stillwater. For purposes of this Agreement survivor shall be the person(s) who are indicated as the beneficiary of the employee's pension or as otherwise provided by law. The payment shall be made no more than 7 days after the death to be available for funeral related expenses.

ARTICLE 16
ASSIGNMENT PAY

Section 1. Members assigned as:

Criminal Investigation,
Polygraph Operators,
Special Operations Team
K-9,
State Certified Instructors,
Hostage Negotiators,
School Resources Officers,
Special Projects,
Firearms Instructor,
Firearms Coordinator,
Defensive Tactics Instructor,
Law Enforcement Driver's Training Instructor
Accident Reconstructionist,
Drug Recognition Expert

shall receive \$120 for each full month they are assigned to such duties. Members acting in these capacities for any portion of a month will be paid at the rate of \$30.00 per week. The minimum payment for the duration of the assignment will be \$30.00. Members will be eligible to receive a maximum of \$120 per month.

Section 2. Field Training Officers

State Certified Instructors assigned as Field Training Officers shall receive an additional \$25 for each full day they are assigned a recruit for in-field training.

Section 3. Field Training Supervisors

State Certified Instructors assigned as Field Training Supervisors shall receive an additional \$50 for each full week they are assigned a recruit for in-field training.

Section 4.

Members will be eligible to receive a maximum of \$220 per month under this article.

ARTICLE 17
HOURS OF WORK/OVERTIME

Section 1. The City declares the use of Section 7(K) of the Fair Labor Standards Act in order to set the work period for members covered by the City Contract with the Fraternal Order of Police. The work period shall be 14 days in length. The standard work week will be from 12:00 A.M. Thursday and conclude at 12:00 midnight the following Wednesday. Each work period shall consist of 80 hours in a 14 day period. All hours either actually worked, taken in vacation leave or compensatory time shall be computed for determining overtime, however, at no time shall compensatory time used in a work period be allowed to earn additional compensatory time within that same work period. Hours taken in sick leave shall be computed in determining overtime. All Officers shall be paid bi-weekly, every other Wednesday. If a holiday falls on Wednesday, then employees will be paid the day before.

Section 2. Overtime shall be computed by adding all regularly earned money to the base salary (all incentive pay) and determining the premium hourly rate. That rate shall then be multiplied by 1.5 to determine the premium overtime rate. All hours over 80 actually worked, taken in vacation or compensatory time shall be paid at the premium overtime rate. Captains are exempt under FLSA, however all hours actually worked over 100 in a pay period shall be paid at the premium overtime rate. All anticipated hours worked by a Captain over 100 in a pay period must be preapproved by the Chief of Police.

Section 3. Police Officers, Master Police Officers, Sergeants, and Lieutenants shall be eligible to earn overtime pay as a result of required appearances in court. All required court appearances while on vacation will be paid at the overtime pay rate. The minimum pay will be two (2) hours for all court appearances. Sworn officers in the ranks of Captain and Major, who are exempt from FLSA provisions shall be eligible to draw straight time pay as a result of required off-duty appearances in court. Overtime or straight time pay shall not be paid if the officer accepts private witness fees.

Section 4. Sworn officers may accumulate up to 100 hours of compensatory time (officers assigned as School Resource Officers (SRO) may accumulate up to 120 hours) upon mutual agreement with the Chief of Police. Compensatory time is to be calculated at 1.5 hours for every 1 hour worked. Compensatory time shall not be required to be taken before annual leave. Sworn officers will be paid for the accumulated compensatory time at any time the City chooses but not later than upon separation from employment with the City. The City will keep and document all records of compensatory time for all sworn officers. The sworn officer will be required to submit an overtime form marked compensatory time to his immediate supervisor.

The employer shall have the option of paying the first five (5) hours of overtime each pay period for each employee in compensatory time instead of in dollars. The employer may exercise this option up to a maximum of forty (40) hours per employee per year. In order to accommodate the employer option, the cap on compensatory time shall be increased by the number of hours the employer opts to use. (By way of explanation, if the employer opts to use the entire forty (40) hours for an employee, then that employee's compensatory time cap shall be increased from 100 to 140 hours.

If a member wishes to take time off utilizing comp time, the request must be submitted in writing, on a standard form, no less than 5 days prior to the first day they wish to be gone from duty. Supervisors can waive the 5 day prior notice restrictions, at their discretion on a case by case basis, if the Supervisor determines the request can be granted without being unduly disruptive; however, the Supervisor has no obligation to approve such late request.

Supervisors should timely approve timely submitted request, unless to do so would be "unduly disruptive" to the mission of the particular unit to which the member is assigned (1st watch, CID, training, etc.) (In determining if it is "unduly disruptive" supervisors should take into account other absences, such as, ordinary leave, sick leave, special events known to be scheduled during the requested absence, training and other known events).

Supervisors are authorized to pay one person overtime in order to grant a comp time usage request, if needed. Officers assigned to the particular unit will be given first priority in covering the overtime shift. In no one is available, then the supervisor is authorized and encourage to seek qualified volunteers from other units in the department, regardless of assignment. In seeking a volunteer the supervisor, at a minimum, should utilize a general departmental email to sworn officers, seeking volunteers. If a supervisor has tried unsuccessfully to locate a volunteer, by email and the member requesting the comp time can find no volunteers, then the request can be denied. The denial should be kept on file with a copy of the solicitation email attached.

If approving the request result in having to pay more than one person overtime, then it would also be considered unduly disruptive. Overtime paid to cover absences for other reasons, (sick leave, military leave, pension leave, etc...) are not to be counted in this regard as unduly disruptive. While none of these are bars to approving the request for comp time use, supervisors should grant them appropriate weight in their considerations.

Comp time use will be granted on a first come basis. In cases where comp time use requested for the same time period are received by the supervisor at the same time, then seniority rules.

Section 5. Supervisors have the option of using time release to limit the hours worked by an employee. Time release can only be used to reduce the hours of a particular work week, not the work period.

Section 6. Those members assigned to CID who are required to remain on call shall be compensated at the rate of 20% of their regular hourly rate (base wage + educational incentive + Assignment Pay from Section 1 of Article 16) for every hour the member is on "on-call" status. "On-call" shall be from 1700 hours on Friday to the following Monday at 0700 hours.

Section 7. Any employee covered by the CBA who is placed on "stand-by" status for any pending department activity shall be compensated at the rate of 20% of their regular hourly rate (base wage + educational incentive + Assignment Pay from Section 1 of Article 16) for every hour the member is on "stand-by" status.

Section 8: Non-exempt officers who are placed on standby by federal, state, district, or municipal court, shall be paid at the rate of twenty percent (20%) of their regular hourly rate (base wage + educational incentive pay + Assignment Pay from Section 1 of Article 16) for every hour the officer is on "on-call" status. Once notified of "on-call" status by the court, prosecuting attorney's office, officers of the court, or police department, the member shall no longer be eligible for regular hourly or overtime pay during the on-call period, unless the member is working their regular assignment. In the event the standby period coincides with the member's regularly assigned working hours, the member will only receive regular compensation. Members shall be eligible for on-call pay during those hours the court is in session and the member is required to be available to the court. It is the member's responsibility to remain informed of their status on a daily basis.

Section 9: Members will generally work a schedule comprised of four, ten-hour days. Proposed long-term deviations from this schedule will require the Lodge #102 and the City to meet and confer.

ARTICLE 18

EVALUATIONS

Section 1. Each officer's yearly evaluation shall be conducted based on specific criteria. Documented actions from the officer's critical incident file, training and/or records as well as general knowledge provided by the officer's supervisor and peers will be used to determine which criteria are met for the evaluation.

Section 2. The officer's evaluation shall be comprised of eight (8) categories as provided by the City of Stillwater's department of Human Resources. These categories will be: Initiative, Quantity of Work, Quality of Work, Adaptability, Cooperation with Fellow Employees, Cooperation with Supervisor, Attendance and Punctuality, and Other Traits.

Section 3. The criteria used to determine the level of performance for each category shall be in writing and approved by the Chief of Police.

ARTICLE 19

REDUCTION IN FORCE

Section 1. In the event that a reduction in force becomes necessary, the employee with the least seniority shall be laid off first. A tie in seniority shall be broken based on the affected employees' ranking on the hiring list associated with his/her recruitment process. The employee ranked lowest on the hiring list shall be laid off first.

Section 2. No new employees shall be hired to a position in the bargaining unit until the employees laid off have been notified by certified mail of their opportunity to return to work. The employee shall be given a forty-eight (48)

hour period after receipt of the notice to advise the City of his intentions. The employee shall report for work within twenty-one (21) days after receipt of said notice. Any employee who gives notice of his intention to return to work and who fails to report within the twenty-one (21) days will be considered as having resigned and his records so noted.

Section 3. Employees who have been laid off shall be recalled by the procedure set out in Section 2 in the order of reverse seniority. The most senior employee on lay off will be recalled first.

Section 4. It is the employee's responsibility to keep the Human Resources Department advised of his current mailing address. Failure to receive and respond to the notice to recall shall be entirely the responsibility of the employee if the notice is sent to the last address provided by the employee to the City.

ARTICLE 20

UNIFORM MAINTENANCE ALLOWANCE

Those members of the bargaining unit who, because of their positions, are required to wear business attire (including temporary assignments exceeding 45 days), shall be paid an additional \$100 per month. The payment shall be made in the first pay period of each month and shall appear in the taxable column of the paycheck. If a member transfers or is transferred to a uniform division and is no longer required to wear business attire, the supervisor shall stop the payment, to be effective on the first pay period of the following month.

ARTICLE 21

HOLIDAY/PERSONAL PAY

Section 1. Members covered by this agreement will receive nine (9) days of "Holiday Leave" per calendar year. Holiday worked refers to the actual holiday and not City observed. The authorized holidays will be as follows:

<u>Holiday</u>	<u>Observed</u>
1. New Years Day	January 1st
2. Martin Luther King Day	3 rd Monday in January
3. Presidents' Day	3 rd Monday in February
4. Memorial Day	4 th Monday in May
5. Juneteenth	June 19 th
6. Independence Day	July 4 th
7. Labor Day	1 st Monday in September
8. Thanksgiving Day	4 th Thursday in November
9. Friday after Thanksgiving	Day after Thanksgiving
10. Christmas Day	December 25 th

Section 2. Members who are required to work an observed holiday shall be compensated at the rate of one and one-half (1 ½) times their base hourly rate for each hour worked or one and one-half (1 ½) hours of compensatory time for each hour worked.

Section 3. Members who are required to work an observed holiday, or if an observed holiday falls on a member's regularly scheduled day off, shall be entitled to an additional shift's pay at their base hourly rate or an additional shift off to be designated as "Holiday Leave". Holiday Leave must be scheduled with the approval of their supervisor.

Section 4. Members may choose to carry-over the Memorial Day Holiday and Juneteenth Holiday, however, they must be used during the next fiscal year. All other Holiday Leave not taken by the end of the fiscal year will be paid at the members' base hourly rate on the first full check of the following July. Members shall not be compelled to take holiday leave except at their discretion.

Section 5. On July 1, members will receive two (2) personal days which will be based on their regularly scheduled work hours. Personal days not used by June 30 of the following year will be paid at the members' base hourly rate on the first full check of the following July.

ARTICLE 22
APPOINTMENTS

Section 1. It shall not be the intent of Management to make acting or temporary appointments to vacancies other than executive positions to avoid promotional opportunities. However, this statement of intent does not preclude the management's right to utilize a reasonable period of time for the promotion process or to make temporary or acting appointments during the selection period, not to exceed 180 days.

ARTICLE 23
FIREARMS PURCHASE

Section 1. The City agrees to allow a retiring bargaining unit member with a minimum of twenty (20) years of service the opportunity to retain their city-issued handgun only and one badge at no cost. No benefit is provided to an officer who retires with less than twenty (20) years of service. The handgun must be transferred out of the City's name to the employee's name and the appropriate A.T.F. weapons forms must be properly completed. Any and all transfer fees will be at the expense of the employee.

Section 2. The City agrees to allow a retiring bargaining unit member with a minimum of twenty (20) years of service the opportunity to purchase their city-issued rifle (including case and magazines, but excluding electronic optics) at a cost of \$450. The rifle must be transferred out of the City's name to the employee's name and the appropriate A.T.F. weapons forms must be properly completed. Any and all transfer fees will be at the expense of the employee. Unless, due to the weapon type, it is prohibited by law.

ARTICLE 24
COOPERATION

Section 1. During the current contract year, management and bargaining agent representatives agree to meet and confer on grievances and other negotiable issues or employee problems pursuant to the State law and to facilitate efficient, effective, cooperative, and harmonious operations of the Police Department. The parties acknowledge that they have met and bargained in good faith, with each party given full opportunity to present its positions. This agreement contains the complete and entire agreement of the parties and resolves all issues not specifically reserved herein.

ARTICLE 25
SUBSTANCE ABUSE POLICY

Purpose: The City of Stillwater considers its employees to be its most valuable resource and is concerned about the health, safety, well-being and satisfactory work performance of all employees. The use, abuse and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others as well as impair job performance.

Drug testing will be in compliance with the City's Drug and Alcohol Free Workplace Policy (See Appendix "B"). Any proposed changes to the policy will be negotiated with the Fraternal Order of Police, Lodge #102, Inc.

The drug testing options for employee will be as follows:

Urinalysis: Employee voluntarily empties their pockets (either before they enter the testing facility by leaving their property in their car, or by utilizing the provided lock box which will remain in the employee's possession) and demonstrates to the tester their pockets are empty.

Or

Hair Sample: If an employee does not want to empty their pockets then they will provide a hair sample.

Initial alcohol testing will be conducted via a saliva test strip.

The City will assure that an electronic copy of the Drug and Alcohol Free Workplace Policy is accessible to all current employees and all supervisors receive proper training on the policy.

Section 1: Amendments to the City of Stillwater Drug and Alcohol Free Workplace Policy Positive Test Results:

Drugs:

- a. Upon notification of a positive drug test, the employee will meet with the Human Resources Director and the Police Chief or his designee. The employee will be placed on “suspension with pay” to allow time to complete a confirmation test on the same sample which will be paid for by the City using a certified lab. If the confirmation test is positive, the employee will have the option to request an additional confirmation test be completed on a portion of the same sample at their expense. At all times, during this process the employee has the right to union representation and/or to request a hearing, as in other types of disciplinary procedures. Request for a hearing does not remove the obligation of the employee to obtain a second test.
- b. If the confirmation test is also positive the employee will be placed on “suspension without pay” and disciplinary proceedings up to and including termination will commence.

Alcohol:

- (c) If a random alcohol test shows an alcohol concentration of 0.02 or more, it will be considered a positive test. Upon a positive saliva test strip result the employee will submit to a Portable Breath Test as outlined in Appendix “C” as a confirmation test. The employee shall also submit to a urine or hair follicle test for drugs. If the employee refuses to submit to a confirmation test the employee will be placed on “suspension without pay” and disciplinary proceedings up to and including termination will commence. Upon positive results of 0.02 or more alcohol concentration on the confirmation test, the employee will be placed on “suspension without pay” and disciplinary proceedings up to and including termination will commence.
- (d) If an on-duty employee is suspected of being in violation of the City of Stillwater Drug and Alcohol Free Workplace Policy, the on-duty supervisor will personally observe the employee for signs of intoxication or an odor of alcoholic beverage on their breath or person. If they determine the employee exhibits signs of intoxication or an odor of an alcoholic beverage on their breath or person, the on-duty supervisor shall notify the employee’s Captain or their designee and the Human Resources Manager or their designee immediately. The employee will then submit to both the alcohol and drug testing process to include an alcohol saliva test, Portable Breath Test, and a urine or hair follicle test as outlined in Appendix C.
- (e) The employee has the right to FOP representation or to have a witness to the PBT testing procedure, and/or to request a hearing at any stage of the process; however, the testing procedures will proceed without undue delay. All saliva, breath and urine samples must be obtained within two (2) hours of the employee being requested to take the initial test. Request for a hearing does not remove the obligation of the employee to submit to the confirmation test.

ARTICLE 26
TRAINING

Section 1. In consideration for the need for each officer to attain and maintain a high standard of marksmanship with the issued sidearm, the department will hold no less than (3) non-qualifying, voluntary practice shoots per year which will be supervised by a trained instructor.

Section 2. In consideration of the need for each officer to attain and maintain a high standard of proficiency with a department approved shotgun and/or rifle, the department will hold a minimum of one (1) non-qualifying practice shoot per year, which will be supervised by a trained instructor.

ARTICLE 27
PURCHASE OF CURRENT STATUTE BOOK

Section 1. The City will provide two hard copies of the current Oklahoma Criminal Law Statutes and Rules.

ARTICLE 28
LEAVES

Section 1 Annual Leave.

All full-time employees shall begin accruing annual leave beginning with the first month of employment. Annual leave shall be accrued on a bi-weekly basis and increases in the rate of accrual will occur after the employee has completed five, ten, fifteen, and twenty years of service. The following chart indicates the amount of annual leave that accrues for members of the bargaining unit.

Years of Service	Bi-Weekly Accrual	Yearly Total	Maximum Limit
0 – 4	3.08	80.08	185
5 – 9	3.70	96.20	200
10 – 14	4.62	120.12	225
15 – 19	5.53	143.78	250
20 – Over	6.16	160.16	275

Scheduling

Employees will present annual leave requests to their immediate supervisor. When scheduling annual leave, the supervisor will consider staffing levels needed for his unit, the seniority of employees, and the employee's preference for annual leave.

Leave Sharing

The leave sharing program is designed to permit City employees to donate annual leave to a fellow employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the fellow employee to take leave without pay.

Leave sharing will be allowed when the receiving employee has exhausted, or will soon exhaust, all annual leave and sick leave due to the above stated circumstances. The donating employee may donate any amount of annual leave, provided the donation does not cause their annual leave balance to fall below eighty hours.

Any shared leave not used by the recipient shall be returned to the donor. Unused shared leave will be divided proportionately among the donors. All donated leave must be given voluntarily and only annual leave can be donated.

The receiving employee will continue to accrue annual leave and sick leave while on donated leave time. That leave will be used prior to any donated leave.

All accrued, unused annual leave will be paid in a lump sum payment upon termination of employment.

Section 2 Sick Leave

All member of the bargaining unit shall accrue sick leave from their first day of employment. Sick leave shall be accrued at the rate of 4.62 hours per bi-weekly pay period, resulting in an annual accrual of 120.12 hours.

Employee may accumulate a maximum of 1,000 hours of sick leave. Employees who have accrued the maximum 1,000 hours of sick leave will be eligible to accrue an additional 120.12 hours throughout the year. No part of those 120.12 hours will be carried forward to the following year; however, any unused portion of those 120.12 hours will be placed in a "catastrophic leave bank". An unlimited number of hours may be placed in the catastrophic leave bank. Should an employee have an illness, he may draw from the catastrophic leave bank after all other paid leaves are exhausted. Unused hours in the catastrophic leave bank will not be eligible for sell back upon separation from employment.

In order to qualify for sick leave payment, an employee should notify his/her immediate supervisor or other member of his/her chain of command prior to the start of his/her regularly scheduled reporting time.

An employee who makes a false claim for paid sick leave shall be subject to disciplinary action up to and including termination.

In addition to the employee's own health, sick leave may be granted for medical, dental, or optical appointments that are scheduled during working hours. Sick leave can be used for non-job related medical or disability leave, maternity/paternity leave, family illness, temporary total disability, or funeral leave.

Employees covered by this bargaining agreement with five or more years of service who resign or retire may sell back a portion of their unused sick leave according to the following schedule:

- After five years of employment – 10%
- After ten years of employment – 12.5%
- After fifteen years of employment – 15%
- After twenty years of employment – 25%
- After twenty-five years of employment – 30%
- After thirty years of employment – 35%

Section 3 Medical/Disability Leave (Non Job Related)

An employee who, because of illness, injury, or pregnancy, is incapable of performing their job may, upon request, be granted a leave of absence not to exceed twenty-six weeks. The first twelve (12) weeks of this leave will be counted as leave pursuant to the City's Family and Medical Leave (FMLA) policy if the employee is qualified for FMLA leave at the time. If the employee becomes eligible for FMLA leave during the leave of absence, then the remaining time off after the employee becomes eligible will be counted as FMLA leave. The employee shall supply management with documentation from a physician stating the necessity for such absence.

Medical/disability (non job related) shall be defined as any illness, injury, or pregnancy that continues past one pay period (fourteen calendar days).

Seniority, annual leave, and sick leave will continue to accrue during periods of paid disability leave. Insurance coverage may be continued during an approved, unpaid leave of absence without pay, provided the employee pays the premium.

No employees absent from work as a result of an illness or injury shall be engaged in any off duty employment or any activity that would prolong the employee's absence or decrease their chances for a complete recovery. Violations may result in a loss of paid leave benefits or other disciplinary actions.

Upon notification to the Chief of Police of an employee's illness or disability, accrued sick leave may be used for the time of the actual disability. The Chief of Police shall grant an employee the use of annual leave and/or compensatory time when all sick leave has been exhausted. When all sick leave, annual leave, and comp time has been exhausted, the employee will be removed from the payroll and placed on leave without pay for a period not to exceed twenty-six weeks, dating from the last day paid.

An employee must furnish a medical release from their doctor before returning to work. An employee returning to work from a disability leave will be restored to their former position, at the same step and pay grade, if still qualified to perform those duties. If the employee is unable to perform their former duties, every attempt will be made to accommodate and place the employee into a position of like status and pay for which the employee is medically qualified and able to perform.

Another employee may replace an employee who is unable to return to full duty after twenty-six weeks of leave due to an illness or injury in their job. Prior to separation, an employee who is unable to return after twenty-six weeks of leave may be granted an additional twenty-six weeks of unpaid medical/disability leave. The decision to grant an extension will be based on supportive medical information, prognosis for recovery, work history of the employee, and other relevant information. The Chief of Police must approve any extensions, after consultation with the Human Resources Director and the City Manager.

Section 4 Maternity/Paternity Leave

An employee who has worked for the City for a minimum of six months is entitled to three months of maternity/paternity leave to care for infant children, as long as the employee plans on returning to work at the end of the leave. This leave will be considered as part of and not in addition to the employee's entitlement to Family and Medical Leave (FMLA) for the appropriate twelve month period pursuant to the City's FMLA policy. Annual

leave, sick leave, and/or compensatory time may be used during the leave period and once these are exhausted, any remaining time off will be without pay.

An employee has the right to return to their former job or a comparable position at the end of the maternity/paternity leave. Two weeks prior to the planned date of return to work, the employee must inform their supervisor and the Human Resource Department of their intent to return to work. Failure to return to work at the end of the maternity/paternity leave will be considered a voluntary resignation.

Section 5 Jury Duty

Employees who are required to serve as jurors shall be granted time off with pay to serve in that capacity. An employee serving as a juror shall present a summons or subpoena from the Court, to their supervisor and, at the conclusion of the duty, a signed statement from the Clerk of Court showing the actual dates of attendance in court.

An employee subpoenaed to testify in any matter not directly related to their duties as a City employee shall not receive their regular salary, but may use annual leave, compensatory time, or be granted a leave of absence without pay.

Section 6 Military Leave

The bargaining agent and management agree that the provisions of the Uniformed Services Employment and Reemployment Act (USERRA), and all Federal and Oklahoma State Statutes related to Military Service and Military Leave will be recognized and afforded to all bargaining members who are U.S. armed forces, national reserves, or National Guard members. Military leave obligated under statute will be supplemented by paid military leave to ensure that members receive 30 days of paid leave for eligible military duty. Any military duty that exceeds the eligible member's military leave balance may be taken as annual leave, compensatory time, or unpaid leave of absence.

Military leave is to be used for official military duties that include but are not limited to annual training, inactive duty for training, mobilizations, active duty for training, etc.

Members of the bargaining unit shall make every effort to submit military leave requests as early as possible. For regularly scheduled training, members of the bargaining unit should submit leave requests (orders, memos, letters, or affidavits must be submitted through their immediate supervisor with military leave request) at least one week prior to the start of the training. For non-scheduled alerts or mobilizations, members shall submit leave requests as soon as possible.

Section 7. Emergency Leave

In the event of a death in the immediate family of an employee covered by this agreement, the employee may be granted up to a total of forty (40) hours of paid funeral leave per fiscal year. These hours may be used, if and as needed, in the event of a death of a spouse, parent, step-parent, brother, sister or child of either the employee or the spouse.

Section 8.

As FLSA exempt employees, Captains shall utilize leave in full day increments. After 2 hours worked on a scheduled work day, it shall be considered a full day worked.

ARTICLE 29 RESTRICTED DUTY ASSIGNMENTS

Section 1. Reporting Injuries

An accident involving injury, regardless of the extent, arising out of and in the course of employment shall be reported by the employee to his/her supervisor or Department Head as soon as possible, but before or by the end of the work shift during which such injury occurred. Failure to do so, or to follow Worker's Compensation Procedures, may be reason for denying any resulting "on the job" injury claims against the City.

An accident report must be filed in the Assistant City Manager's office within 24 hours of the occurrence. The filing time will be adjusted for weekend and holiday occurrences.

An employee who is injured on the job shall be provided with immediate first aid treatment. The supervisor or Department Head will be responsible for determining the extent of medical attention that may be required for the

injured employee.

Section 2. Temporary Total Disability Benefits

An employee who incurs a disability which can be logically and medically proven to be the direct result of an accidental injury arising during the course of employment with the City shall be entitled to all benefits provided by the Oklahoma State Workers' Compensation Law and the Oklahoma Police Pension and Retirement System.

The amount of benefits that an employee may be entitled to receive during a period of temporary total disability (TTD) will be paid in accordance with the Oklahoma State Workers' Compensation Act and the Oklahoma Police Pension and Retirement System. Employees may use sick or annual leave to make up any difference between what they receive from TTD benefit payments and their regular salary (net pay).

Section 3. Provisions

Seniority, annual leave, and sick leave will continue to accrue during periods of job related disabilities and injury leave. Insurance coverage will continue during periods of job related disabilities and injury leaves.

If an employee does not return to work after receiving a return to work release by a licensed physician or if the employee does not provide a medical report that would vary from that of the releasing physician, he/she will be deemed to have resigned from the City after any unexcused absence of three (3) working days.

Any employee who receives payment for work performed for any employer other than the City of Stillwater while on Temporary Total Disability will be subject to disciplinary action, including termination. This provision shall also apply to employees who are self-employed and perform work in their private occupation while on Temporary Total Disability. This provision does not apply when the off-duty work is approved through normal departmental procedures and meets restricted medical requirements.

Section 4. Restricted Duty Assignments

The FOP and management recognize the benefit of an injured member returning to work as soon as possible following an on the job injury. Once the injured member's doctor releases the member for partial or restricted duty, the member shall report to their immediate supervisor such release and provide a copy of the release to the Administrative Coordinator. The release must state the detailed restrictions under which the doctor has released them. The Administrative Coordinator is responsible for providing the release to Human Resources.

The supervisor shall then forward the release through the chain of command where management will do everything reasonable to try and provide work for the member which is within the member's regular job description. If a restricted duty assignment is not available, the member will remain on pension leave, TTD, sick leave, or a combination thereof, as applicable. If such restricted duty is available, the member may return to work in a restricted duty capacity within 48 hours if the member is working their regular duty schedule or elect to take pension leave as allowed by State Statute for up to 180 days or until being released for full duty by a physician, whichever comes first. If the member exhausts the 180 days of pension leave, and the member has been released by a physician for restricted duty, the member shall report for restricted duty within 48 hours of notification of their assignment.

If a member has not been released for restricted duty by a physician after 180 days, in accordance with state statute, the city may extend pension leave for up to an additional 180 days or until the member is released to restricted or full duty, whichever comes first.

Restricted duty assignments may be assigned as necessary regardless of the members "regular" duty schedule. An effort to maintain the members regular shift and days off will be made, but scheduling work at times necessary to accommodate restricted duty may be required. If a shift other than the member's normal duty hours is assigned, the member will be provided a written notice as to why their regular hours cannot be worked and then given up to seventy-two hours to make personal arrangements.

A member who is assigned restricted duty will be allowed to attend training while on restricted duty as long as the training falls under the restrictions which the doctor has released them.

Such Restricted Duty assignments are only for a temporary period of time and no expectations can be made that the City will permanently modify essential job functions or make temporary assignments permanent.

Restricted duty guidelines:

In addition, the parties, FOP and COS, have developed and incorporated the following “restricted duty” (light duty) policy when a member suffers an injury/illness:

Duty Related Injury/Illnesses

For duty related injury/illnesses a member may return to work on “light duty” under the following conditions:

1. The treating physician must specifically state, in writing, that the member is being treated for an injury/illness, which appears to have been suffered on duty, that in his/her medical opinion that member may return to work and perform light/restricted duty and under what condition or limitations and the approximate duration of these limitations.
2. Member must have at a minimum: limited use of both arms and both legs, ability to lift, hold, carry or move at least ten pounds;
3. As required in other departmental policies, member must be qualified and armed with a department approved firearm;
4. There must be genuine tasks to be performed;
5. It shall be the member’s responsibility to ensure they work within their particular restriction and to immediately notify a supervisor when it does not.

Off-Duty Related Injury/Illness

For off-duty related injury/illnesses a member may return to work on “light duty” under the following conditions:

1. The treating physician must specifically state, in writing, that the member is being treated for an injury/illness, which appears to have been suffered off-duty, that in his/her medical opinion that member may return to work and perform light/restricted duty and under what condition or limitations and the approximate duration of these limitations.
2. Member must have at a minimum: limited use of both arms and both legs, ability to lift, hold, carry or move at least ten pounds;
3. As required in other departmental policies, member must be qualified and armed with a department approved firearm;
4. There must be genuine tasks to be performed;
5. It shall be the member’s responsibility to ensure they work within their particular restriction and to immediately notify a supervisor when it does not.
6. While on light duty officers will use any gained sick leave to supplement their work hours. (Example: Officer Smith accrues 3.5 hours of sick leave during a two week period of working light duty. Officer Smith is allowed to work 76.5 hours of regular time and uses 3.5 hours of sick leave to round out an 80 hour pay period. The 3.5 hours of sick leave can be taken at any time during the pay period)
7. Officers on light duty will be allowed up to 6 months of light duty, per occurrence.
8. Light duty may be extended beyond 6 months at the discretion of the chief of police.
9. In all cases light duty will not be extended beyond 1 year.

ARTICLE 30
LONGEVITY

Section 1. The City of Stillwater shall have a longevity pay system for eligible unit members who have completed a minimum of four (4) years of continuous and uninterrupted service as a Stillwater Police Officer.

Section 2. Longevity shall be paid as an annual lump sum payment on the first paycheck of December. The annual Longevity payment shall be determined by an individual’s years of service as of December 1st. Longevity will be calculated at \$100 per year of service with the maximum amount received being \$2,500.

ARTICLE 31
SENIORITY

Section 1. In all cases, seniority shall be determined by the amount of time in the current rank then the amount of continuous time in service as a sworn full-time officer for the Stillwater Police Department.

The City of Stillwater and Lodge #102, for the F.O.P. agree to the terms within this contract for fiscal year 2022-2023

William H Joyce, Mayor

Miguel Najera, Acting President, FOP Lodge #102

Norman McNickle, City Manager

Kyle Bruce, Secretary, FOP Lodge #102

Attest:

Teresa Kadavy, City Clerk

Approved as to form and legality this _____ day of _____, 2022.

Kimberly Carnley, Interim City Attorney

Appendix A – FY22/23

Medical/Rx Plan	Plan A		Plan B	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible (Single/Family)	\$500/\$1500		\$250/\$750	
Co-Insurance	80%	60%	90%	70%
Out-of-Pocket Maximum	\$2,500/\$7,500		\$1,150/\$3,450	
Office Visit Copay	\$25	deductible, 40%	\$20	deductible, 30%
ER Copay (non-emer use) <i>ER services are then subject to deductible and co-insurance.</i>	\$150	\$150	\$100	\$100
Wellness/Preventive	100%	Deduct. 60%	100%	Deduct., 70%
In-Patient Copay <i>In-patient services are then subject to deductible and co-insurance.</i>	\$100	\$100	No copay	No copay
Out-Patient Surgical Copay <i>Out-patient services are then subject to deductible and co-insurance.</i>	\$100	\$100	No copay	No copay
Network Rx Copays:				
Generic	\$8		\$7	
Brand Formulary	\$20		\$15	
Brand Non-Formulary	\$35		\$30	
Specialty	\$100			
FY22 - 23 Premiums (semi- monthly):				
Employee	\$24.68		\$64.89	
Employee + Spouse	\$58.33		\$153.40	
Employee + Child(ren)	\$46.83		\$123.15	
Employee + Family	\$78.41		\$206.20	

Drug and Alcohol Free Workplace Policy

Purpose: The City of Stillwater considers its employees to be its most valuable resource and is concerned about the health, safety, well being, and satisfactory work performance of all employees. The use, abuse, and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others, as well as impair job performance.

It is the policy of the City of Stillwater to comply with all applicable state and/or federal laws in the administration of creating and sustaining a drug and alcohol free workplace.

It is the policy of the City of Stillwater that the unlawful manufacture, distribution, dispensing, possession, use of, or being under the influence of, a controlled substance is prohibited in the workplace. Any employee determined to be in violation of this policy while on duty or when wearing a City of Stillwater uniform, whether on or off duty, is subject to disciplinary action, which may include termination.

The City of Stillwater pursuant to the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, effective June 1993 and as amended, and the Omnibus Transportation Employee Testing Act, effective 1991 and as amended; hereby declares and establishes the following Drug and Alcohol Testing policy for employees of the City of Stillwater (hereinafter referred to as the City).

At such time as changes to the Policy may become necessary, the City will give employees at least ten (10) days notice before the changes shall take effect.

The City shall provide a copy of its Drug and Alcohol Free Workplace Policy to every job applicant upon his or her acceptance of employment.

City of Stillwater

Drug Testing Procedures

Definitions: As used in this policy, the defining terms are as follows:

- a) “Alcohol” means ethyl alcohol or ethanol,
- b) “Applicant” means a person who has applied for a position with the City and has received a conditional offer of employment,
- c) “Breath Alcohol Technician ‘BAT’” – an individual who instructs and assists in the alcohol testing process and operates an evidential breath testing device (EBT),
- d) “Commercial Motor Vehicle” – a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - 1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 - 2. Has a gross vehicle weight rating of 26,001 or more pounds; or
 - 3. Is designed to transport 16 or more passengers, including the driver; or
 - 4. Is of any size and is used in the transportation of hazardous material requiring placards.
- e) “Confirmation Test” means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test. Where a breathalyzer test is utilized, a confirmation test means a second sample test that confirms the prior result. Where a single-use test is utilized, a confirmation test means a second test confirmed by a testing facility,
- f) “Driver” – any person who operates a commercial motor vehicle (CMV). For the purposes of pre-employment testing, the term driver includes a person applying to drive a commercial motor vehicle,
- g) “Drug” means:
 - amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein, for those subject to the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.
 - marijuana, cocaine, amphetamines, opiates, phencyclidine for those subject to Federal DOT Regulations.
- h) “Drug or Alcohol Test” means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person’s bodily tissue, fluids or products. Adulteration of a specimen or of a drug or alcohol test shall be considered as a refusal to test.

- i) “Employee” means any person who supplies labor for remuneration to his or her employer in this state and shall not include an independent contractor, subcontractor or employees of an independent contractor; provided, however, an independent contractor, subcontractor, or employees of an independent contractor, may be subject to a workplace drug or alcohol testing policy under the terms of the contractual agreement when the drug or alcohol testing policy applies to other workers at the jobsite or workers who are in the same or similar classification or group;
- j) “City” means the City of Stillwater,
- k) “Medical Review Officer (MRO)” means a person, qualified by the State Boards of Health, who is responsible for receiving results from a testing facility which have been generated by the City’s drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual’s test results together with the individual’s medical history and any other relevant information,
- l) “Sample” means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body,
- m) “Testing Facility” means a facility which provides laboratory services to test samples for the presence of drugs or alcohol.
- n) “Safety-Sensitive Function”-
 - 1. Have drug interdiction responsibilities,
 - 2. Authorized to carry firearms,
 - 3. Are engaged in activities which directly affect the safety of others,
 - 4. Work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents in the custody of the Department of Human Services,
 - 5. All time waiting to be dispatched, unless the commercial motor vehicle driver has been relieved from duty by the employer,
 - 6. All time inspecting equipment, or other wise inspecting, servicing, or conditioning any commercial motor vehicle at any time,
 - 7. All time spend at the driving controls of a commercial motor vehicle,
 - 8. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded,
 - 9. All time spent performing the driver requirements associated with an accident,
 - 10. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle,
- o) “Screening Test” – in alcohol testing it means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing it means an immunoassay screen to eliminate “negative” specimens from further consideration,

- p) “Substance Abuse Professional (SAP)” – a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of a clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders,

Circumstances under which testing will be done and persons who are subject to be tested:

- 1) Applicant and transfer/reassignment testing: The City will require all applicants, upon receiving a conditional offer of employment, to undergo drug testing, and will use a refusal to undergo such testing or a confirmed positive test result as a basis for refusal to hire. Such testing will be required of all applicants who have received a conditional offer of employment regardless of employment classification. The City may also require an employee who transfers to a different position or job, or who is reassigned to a different position or job, to undergo drug or alcohol testing.

Testing required under the DOT regulations:

The City is not required to administer a controlled substance test if:

- a) The applicant has participated in a drug testing program within the previous thirty (30) days, that meets the requirements of the DOT, and
 - b) While participating in that program, either:
 - i) Was tested for controlled substances within the past six (6) months from the date of the application, or
 - ii) Participated in random controlled substances testing program for the previous twelve (12) months from the application, and
 - iii) The City will check that no prior employer of the driver, of whom the City has knowledge, has records of a violation of another DOT agency within the previous six (6) months.
- 2) Employee Testing: Employees of the City will be subject to drug and/or alcohol testing under the applicable circumstances:
 - a) For-Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes an employee has violated the City's Drug Free Workplace Policy (618), including, but not limited to, the following circumstances:
 - i) Drugs or alcohol on or about the employee's person or in the employee's vicinity,
 - ii) Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
 - iii) A report of drug or alcohol use while at work or on duty,
 - iv) Information that an employee has tampered with drug or alcohol testing at any time,
 - v) Negative performance patterns, and
 - vi) Excessive or unexplained absenteeism or tardiness;

- b) Post-Accident Testing: The City Shall require an employee to undergo drug and/or alcohol testing if the employee or another person sustained an injury or the City's property was damaged including damage to equipment. For purposes of workers' compensation, no employee who tests positive for the presence of substances defined and consumed pursuant to section 465.20 of Title 63 of the Oklahoma Statutes, alcohol, illegal drugs, or illegally used chemicals, or refuse to take a drug or alcohol test required by the employer, shall be eligible for such compensation.
- i) As soon as practicable following an accident involving commercial motor vehicles, the City shall test for alcohol and controlled substances, the surviving driver:
- (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
 - (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident, if the accident involved:
 - (a) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
 - (b) One or more vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
- ii) No driver of a commercial motor vehicle required to take a post accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- iii) If an alcohol test is not administered within two (2) hours following the accident the Department Head shall prepare and maintain on file, in the Human Resources Department, a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall site in the record the reasons for not administering the test.
- iv) If a controlled substance test is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer a controlled substance test; and the Department Head will prepare and maintain on file, in the Human Resources Department, a record stating the reasons the test was not promptly administered.
- v) An employee who is subject to post-accident testing shall remain readily available for such testing or may be deemed, by the City, to have refused to submit to testing.
- vi) Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

- c) Random Testing: The City may require an employee or all members of an employment classification or group to undergo drug or alcohol testing at random and may limit its random testing programs to particular employment classifications or groups, and shall be restricted to employees who perform safety-sensitive functions in the following classifications and/or positions:
- i) Are police officers.
 - ii) Have drug interdiction responsibilities.
 - iii) Are authorized to carry firearms.
 - iv) Are engaged in activities which directly affect the safety of others
 - v) Work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents in the custody of the Department of Human Services.
 - vi) Vehicle and equipment operator employees who are required to maintain a Commercial Driver's License (hereafter referred to as "CDL") and operate vehicles and/or equipment in excess of 26,001 pounds;
 - vii) Mechanic employees; and any other employees involved in the repair, operation, or dispatching of vehicles and/or equipment (or as may be required by federal law).

Random controlled substances testing shall be conducted in accordance with the following requirements:

- i. The City will ensure random selection of employees for testing at the highest minimum annual percentage rate established for the calendar year by the DOT rules to which the City is subject.
- ii. The City will ensure the use of a scientific valid method of random selection which is matched with the employee's last 4 digits of their social security number.
- iii. The City will ensure that random testing is unannounced and spread reasonably throughout the calendar year.
- iv. The City will ensure that employees selected for random testing proceed immediately to the testing site upon notification of being selected.
- v. In the event an employee, who is selected for random controlled substances testing, is on vacation or an extended medical absence, another employee will be selected for testing.
- vi. No employee shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions while having a breath alcohol concentration of 0.02 or greater. The City, having actual knowledge that an employee has a breath alcohol concentration of 0.02 or greater shall not permit an employee to perform or continue to perform safety-sensitive functions.
- vii. No employee shall perform safety-sensitive functions within four (4) hours after using alcohol. The City, having actual knowledge that an employee used alcohol within four (4) hours shall not permit a driver to perform or continue to perform safety-sensitive functions.

- viii. No employee shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the employee's ability to safely perform the essential job functions of their position.
 - ix. The City, having actual knowledge that an employee has used a controlled substance shall not permit the driver to perform or continue to perform safety-sensitive functions.
 - x. No employee shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions if the employee tests positive for controlled substances. The City, having actual knowledge that an employee has tested positive for controlled substances shall not permit an employee to perform or continue to perform safety-sensitive functions.
 - xi. The City may require an employee to inform the City of any therapeutic drug use.
- d) Post-Rehabilitation Testing: The City will require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to two (2) years, commencing with the employee's return to work, in the following situations:
 - i) After the employee tested positive on a drug and/or alcohol test required by the City; or
 - ii) After having participated in a drug or alcohol treatment program.
- e) Return-to-Duty Testing: An employee who is not terminated is prohibited from working after a positive drug test result, or an alcohol test result indicating a breath alcohol concentration of 0.02 or more, regardless of when the drug or alcohol was ingested and regardless of whether or not the employee is under the influence of alcohol or drugs, as defined by Federal, State, or local law. Employees are subject to the following return-to-duty guidelines:
 - i) An employee shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance abuse. The Substance Abuse Professional shall determine that the employee has properly followed any rehabilitation program prescribed.
 - ii) Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.
 - iii) The employee shall be subject to unannounced follow-up alcohol and controlled substances tests, ordered by the Human Resources Manager or his/her designee, following the employee's return to duty. The number and frequency of such follow-up testing shall be as recommended by Substance Abuse Professional and shall consist of a least six (6) tests in the first twelve (12) months following the employee's return to duty. The Human Resources Manager or his/her designee may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the Substance Abuse Professional determines that such testing is necessary.

Testing Defined:

1. All Drug and Alcohol Free Workplace testing of employees and applicants shall be conducted at a laboratory selected by the City which has been approved by the Oklahoma Department of Health and or Substance Abuse and Mental Health Services Administration (hereafter referred to as "SAMSHA"), pursuant to federal and state law requirements.
2. The facility will be responsible for:
 - a. Employing testing procedures that ensure privacy to employees and job applicants consistent with prevention tampering;
 - b. Employing the split sample method of testing, in the event results of the test are challenged. Without a split sample, a challenged test is considered negative;
 - c. Employing methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;
 - d. Employing chain-of-custody procedures that ensure proper identification, labeling and handling of test samples;
 - e. Employing retention and storage procedures that ensure reliable results on confirmatory tests of original samples;
 - f. Employing alcohol screening tests using approved evidential testing devices that test for prohibited alcohol concentration;
 - g. Maintaining SAMHSA approval of their facility for split sample confirmation and DOT testing.
3. The City shall not permit an employee who refuses to submit to a post-accident alcohol or controlled substance test, a random post-accident or controlled substance test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substance test to perform or continue to perform safety-sensitive functions.
4. Employee consent will be obtained for each test. Refusal of an employee to consent and submit to testing will subject that employee to disciplinary action, which may include termination of employment.
5. The City shall pay all costs of testing for drugs or alcohol required by the City, including confirmation tests required by this Policy. Provided however, an individual who requests a retest of the sample in order to challenge the results of a positive test shall pay all costs of their confirmation test, unless the confirmation test reverses the findings of the challenged positive test. In such cases, the City shall reimburse the individual for the costs of the confirmation test.

Testing Methods and Collection Procedures to Be Used:

1. Applicant Drug or Alcohol Screening Process: The job application form of the City contains Notification of Drug/Alcohol Testing Policy of the City, in accordance with federal and state law. The Application Form must be signed by the applicant, acknowledging receipt of Notice of City's Drug and Alcohol Free Workplace Policy.
2. In order to achieve the City's goal in providing and maintaining a drug and alcohol free work environment for the safety and protection of employees and others, the following procedures are hereby established:
 - a. Upon notification of the selected applicant the Human Resources Department will schedule the applicant for the drug screen/alcohol test.
 - b. Applicants refusing to submit to the drug screen and/or alcohol test will be considered to have withdrawn their application for employment.
 - c. The sample collection site will obtain the specimen from the applicant of sufficient quantity to allow for split sample testing.
 - d. The laboratory designated by the City shall perform an initial drug screen, which shall be a form of chemical identification with confirmation testing of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.
 - e. The alcohol screening tests will be done using approved evidential testing devices that test for prohibited alcohol concentration.

Applicant Testing Results:

Upon completion of testing, results of the drug screen/alcohol test shall be communicated to the Human Resources Department, after compliance with the procedures listed below:

1. Test result from drug screen and/or alcohol test.
 - a. The collection site will notify the Human Resources Department the drug screen and/or alcohol test was negative.
 - b. The Human Resources Department may schedule the applicant for a pre-employment physical.
2. Positive test result from the drug screen and/or alcohol test.
 - a. The collection site Medical Review Officer shall compare the test results to the list of prescribed medications applicant identified as having taken.
 - b. If a drug screen reveals a drug present which is questionable, the applicant will be contacted by the Medical Review Officer in order for the applicant to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful.
 - c. The applicant must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officer within forty-eight (48) hours of time of request. Failure to

provide information within the forty-eight (48) hours will result in applicant's drug screen being reported to the Human Resources Department as positive.

- d. If the applicant provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Medical Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Human Resources Department as negative.

Employee Drug/Alcohol Testing Process:

1. Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits for current employees.
2. A supervisor who has a reason to believe an employee has ingested, inhaled or injected an illegal or unlawful use of a drug, or has ingested an alcoholic beverage when reporting for duty, while on duty, or during standby or callback duty must:
 - a. Prohibit the employee from working or continuing to work.
 - b. Notify a department head or the Human Resources Department and request a personal observation of an employee's conduct to confirm that reasonable suspicion exists.
 - c. If it is reasonably believed an employee is under the influence of drugs or alcohol, employees shall be required to submit to drug or alcohol testing. Prior to requiring such testing it must be approved by the Human Resources Manager or his/her designee.
 - d. The employee will be immediately taken, by the Human Resources designee, to a collection facility selected by the City in compliance with state and federal regulations.
 - e. Before testing, an employee shall sign a form consenting to testing. Failure or refusal to sign the consent form and to submit to testing will result in disciplinary action, which may include termination.
 - f. Supervisors are prohibited from demanding or encouraging drug or alcohol testing without confirmation from a department head or the Human Resources Manager/designee.
 - g. Harassment, by any supervisor or department head, of any employee who has been requested or required to undergo a drug screen will subject the supervisor or department head employees to discipline.

Employee Test Results:

Upon completion of testing, results from the drug screen and/or alcohol test shall be communicated to the Human Resources Department, after compliance with the procedures listed below.

1. Test result from drug screen and/or alcohol test.
 - a. Collection site will notify the Human Resources Department drug screen and/or alcohol test was negative.
2. Positive test from drug screen and/or alcohol test.
 - a. If a drug screen reveals a drug/alcohol present which is questionable, the drug testing facility will contact HR about the failed drug / alcohol screening. The employee will be put on paid administrative

leave until the test is confirmed. The employee will be contacted by the Medical Review Officer in order for the employee to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful. An employee shall be given the opportunity to explain, in confidence, the results of the test.

- b. The employee must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officer within forty-eight (48) hours of time of request. Failure to provide information within the forty-eight (48) hours will result in employee's drug screen being reported to the Human Resources Department as positive.
- c. If the employee provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Human Resources Department as negative.
- d. An employee that is confirmed testing positive, to a drug screen and/or alcohol test shall result in the employee being subject to disciplinary action, which may include termination.
- e. The test results will not be disclosed to any person other than the employee, Human Resources and those involved directly on a need to know basis.
- f. Any employee tampering with the results of a drug screen/alcohol testing will be terminated.

Personnel Action Following Testing:

1. The City may take disciplinary action against an employee who tests positive for the presence of drugs or alcohol or refuses to undergo drug or alcohol testing conducted in accordance with the provisions of the City's Policy, the Standards for Workplace Drug and Alcohol Testing Act and/or Omnibus Transportation Employee Testing Act.
2. An employee discharged on the basis of a refusal to undergo drug and/or alcohol testing or a confirmed positive drug, or alcohol test conducted in accordance with the provisions of the City's Policy, the Standards for Workplace Drug and Alcohol Free Workplace Act and/or Omnibus Transportation Employee Testing Act shall be considered to have been discharged for misconduct for purposes of unemployment compensation benefits.
3. An employee may appeal his/her disciplinary action or termination to the City Manager.

Supervisors Training and Employee Education:

1. Supervisors will be trained:
 - a. To recognize employees when they appear unfit for duty because of drugs or alcohol.
 - b. To effectively and appropriately intervene when an employee is believed to be under the influence of drugs or alcohol.
 - c. To understand the methods of the City Drug and Alcohol Free Workplace procedures.
 - d. In proper disciplinary measures.

- e. In issues relating to privacy, search and seizure, and employee representation rights during investigations.
2. Employee education shall consist of:
- a. Educating employees concerning the harmful effects of drugs and alcohol in the workplace.
 - i. The City shall provide educational materials that explain the requirements of alcohol misuse and controlled substances use and the City's policies and procedures with respect to meeting these requirements.
 - ii. The City shall ensure that a copy of these materials is distributed to each employee prior to the start of a drug and/or alcohol testing and to each driver hired or transferred into a position requiring driving a commercial motor vehicle.
 - b. Encouraging employees to voluntarily seek assistance through the Employee Assistance Program.
 - c. Informing employees concerning the City's concern for correcting drug and alcohol use or dependency before it adversely affects an employee's work record and causes irreparable harm to the employee and the residents of the City.
 - d. The City shall provide written notice to representatives of employee organizations of the availability of this information.
 - e. The Human Resources Manager and/or his/her designee are designated by the City to answer questions concerning distributed materials and City Policies.

Records Keeping and Confidentiality:

- 1. Records of all drug and alcohol test results and related information maintained by City, shall be the property of the City, and upon the request of the applicant or employee tested, shall be made available for inspections and copying to the applicant or employee. Except as provided in subsection 2 of this section. The City shall not release such records to any person other than the applicant, employee or the City's Medical Review Officer.
- 2. Records of all drug and alcohol test results and related information maintained by the City may be released by the City for the following purposes:
 - a. As admissible evidence by the City or the employee individual tested in a case or proceeding before a court of record or administrative agency if either the employer or the individual tested are named parties are named in the case or proceeding;
 - b. In order to comply with a valid judicial or administrative law order;
 - c. To the City's employees, agents and representatives who need access to such records in the administration of the Standards for Workplace Drug and Alcohol Testing Act.
- 3. A testing facility, or any agent, representative or designee of the facility, or any Medical Review Officer, shall not disclose to the City, based on the analysis of a sample collected from an applicant or employee for the purpose of testing for the presence of drugs or alcohol, any information relating to:
 - a. the general health, pregnancy, or other physical or mental condition of the applicant or employee.

A testing facility shall release the results of the drug or alcohol test and any analysis and information related thereto, to the individual tested upon request.

City Responsibilities Under the Law:

Revised 06-06-2016

The Human Resources Department is responsible for notification of the drug testing policy and procedure to employees as specified and educating and training of employees, department heads, and supervisors as outlined.

Employee's Notice to the City:

It is mandatory that any employee notify the City Human Resources Department within five (5) working days, if he/she has been convicted of a criminal drug status violation.

City Notice to Federal Government:

The City as a recipient of a grant from the Community Development Block Grant Program from the United States Department of Housing and Urban Development (HUD) shall notify HUD within ten (10) days after receiving notice of any employee convicted of a criminal drug statute.



City of Stillwater

Drug and Alcohol Testing Consent Form

Employee/Applicant Name: _____ Date: _____

Department: _____ Department Head: _____

Name of City Representative Requesting Test: _____

MEDICAL CONSENT: The undersigned hereby consents to a drug screen/alcohol test as requested by the City.

AUTHORIZATION TO RELEASE TEST RESULTS AS POSITIVE OR NEGATIVE TO THE CITY: I authorize Oklahoma Drug and Alcohol Testing to release the results of the alcohol test and/or drug screen, as being positive or negative, to the City Human Resources Manager or his/her designee.

[] APPLICANT: I understand that refusal to consent to a drug screen and/or alcohol test shall be sufficient reason for the refusal to hire. I understand that upon a drug screen and/or alcohol test result of positive, my application for employment with the City shall be deemed withdrawn.

[] EMPLOYEE: I understand that refusal to consent to a drug screen and/or alcohol test shall be grounds for discipline. I further understand that a drug screen and/or alcohol test result of positive shall be grounds for discipline, which may include termination.

I give my consent to the drug screen and/or alcohol test with the understanding that the results of a drug screen test shall be reported to the City Human Resources Department as positive or negative and the results of the test(s) shall remain and be kept confidential.

Employee/Applicant Signature: _____ Date: _____

City Representative: _____ Date: _____



DRUG / ALCOHOL TESTING PROCEDURE

APPENDIX 'C'

The following steps shall be taken if an employee is suspected of being in violation of the City of Stillwater Drug and Alcohol Free Workplace Policy as outlined in the Collective Bargaining Agreement. These steps shall be done independent of any criminal investigation.

STEP 1 – INITIAL OBSERVATION

Upon being notified or having knowledge that an employee is possibly in violation of the City of Stillwater Drug and Alcohol Free Workplace Policy, the on-duty supervisor will personally observe the suspected employee for signs of intoxication from drugs or alcohol.

SUSPECTED EMPLOYEE'S NAME	SUPERVISOR'S NAME	DATE OF INITIAL OBSERVATION	TIME OF INITIAL OBSERVATION

STEP 2 – NOTIFICATIONS

If the on-duty supervisor believes the employee is in violation of the City of Stillwater Drug and Alcohol Free Workplace Policy, they will immediately notify the employee's Captain or their designee and the Human Resources Director or their designee to request the employee be drug and alcohol tested. The on-duty supervisor will then notify the employee they will be tested for drugs and alcohol, and advised of their Garrity Rights and the Weingarten Ruling using the Administrative Complaint Warnings form. The employee will be given an opportunity to contact their FOP Representative or witness of their choice; however, the testing procedures will not be unduly delayed. All breath, saliva and urine samples must be collected within two (2) hours of the employee being notified they will be tested. Although the supervisor is allowed to ask preliminary questions of the employee, the employee will not be required to answer questions by which answering could lead to disciplinary action, demotion, or dismissal until their representative is present, if requested.

NAME OF PERSON NOTIFIED	TITLE	TIME NOTIFIED

ADMINISTRATIVE WARNING FORM READ & SIGNED

DATE / TIME COMPLETED: _____

STEP 3 – INITIAL TESTS

All employees suspected of violating the City of Stillwater Drug and Alcohol Free Workplace Policy will submit to both drug and alcohol testing. The initial testing for alcohol will be a saliva test. The initial drug testing will be a urine or hair follicle test. Both tests will be conducted as outlined in the Collective Bargaining Agreement.

TEST GIVEN	TIME ADMINISTERED	NAME OF PERSON GIVING THE TEST	RESULTS (IF KNOWN)
☐ URINE ☐ HAIR FOLLICLE ☐ SALIVA			
☐ URINE ☐ HAIR FOLLICLE ☐ SALIVA			

STEP 4 – CONFIRMATION TEST

Drug Testing: *The confirmation test for urine will be to send the same sample to a certified laboratory for testing as outlined in the Collective Bargaining Agreement. If a hair follicle test is used, a sufficient portion of the sample will be maintained to allow the employee to independently test the sample at a lab of their choice at their own expense.*

Alcohol Testing: *The confirmation test for alcohol will be by a breath test using the Stillwater Police Department issued Portable Breath Test (PBT) device. A supervisor properly trained in the use of the PBT will administer the test following the same Oklahoma Board of Tests guidelines as if administering an Intoxilyzer test with regards to deprivation period (15 minutes), obtaining two samples, and re-testing if there is a difference of more than 0.02 in the two test results. A separate, new mouthpiece will be used for each breath sample. If there is a difference of 0.02 or less in the two test results, the lower of the two numbers will be used as the official results. If the employee refuses to blow into the device as instructed and after being warned, the test will be counted as a refusal.*

TEST GIVEN	CALIBRATED DEVICE	DEPRIVATION STARTED	TIME TEST GIVEN	NAME OF PERSON GIVING THE TEST	RESULTS
PBT TEST #1	☐ YES ☐ NO				
PBT TEST #2	☐ YES ☐ NO				
PBT TEST #3 (IF NECESSARY)	☐ YES ☐ NO				
PBT TEST #4 (IF NECESSARY)	☐ YES ☐ NO				



Budget Amendment Request
For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org



Date: 07/01/2022

Department: City Manager's Office

Requested by: Christy Driskel **CC-22-130**

Explanation:

Expenditures:
Appropriate additional funds for the FY23 Fraternal Order of Police, Lodge #102 Contract.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Full Time	1016025 - 51001		\$ 6,775,417	\$ 131,000	\$ 6,906,417
	Social Security	1016025 - 51021		\$ 109,459	\$ 2,000	\$ 111,459
	Pension Benefits	1016025 - 51031		\$ 919,609	\$ 17,000	\$ 936,609
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 150,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Chuch

Date: 7-1-2022

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 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/01/2022

Department: City Manager's Office

Requested by: Christy Driskel

CC-22-130 ✓

Explanation:

Transfers In
Transfer from the SUA Operating Fund to cover the FY23 Fraternal Order of Police, Lodge #102 Contract.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:					
GF / Transfers In	1010000 - 61000		\$ 17,407,518	\$ 150,000	\$ 17,557,518
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:					
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 150,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Driskel

Date: 7-1-2022

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 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 07/01/2022

Department: City Manager's Office

Requested by: Christy Driskel

SUA-22-41 ✓

Explanation:

Transfers Out:
Transfer to the General Fund to cover the FY23 Fraternal Order of Police, Lodge #102 Contract.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	SUA / Transfers Out	9000000 - 71000		\$ 21,693,716	\$ 150,000	\$ 21,843,716
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 150,000

Reviewed by Department Manager: _____

Date: _____

Reviewed by Finance: Christy Chuch

Date: 7-1-2022

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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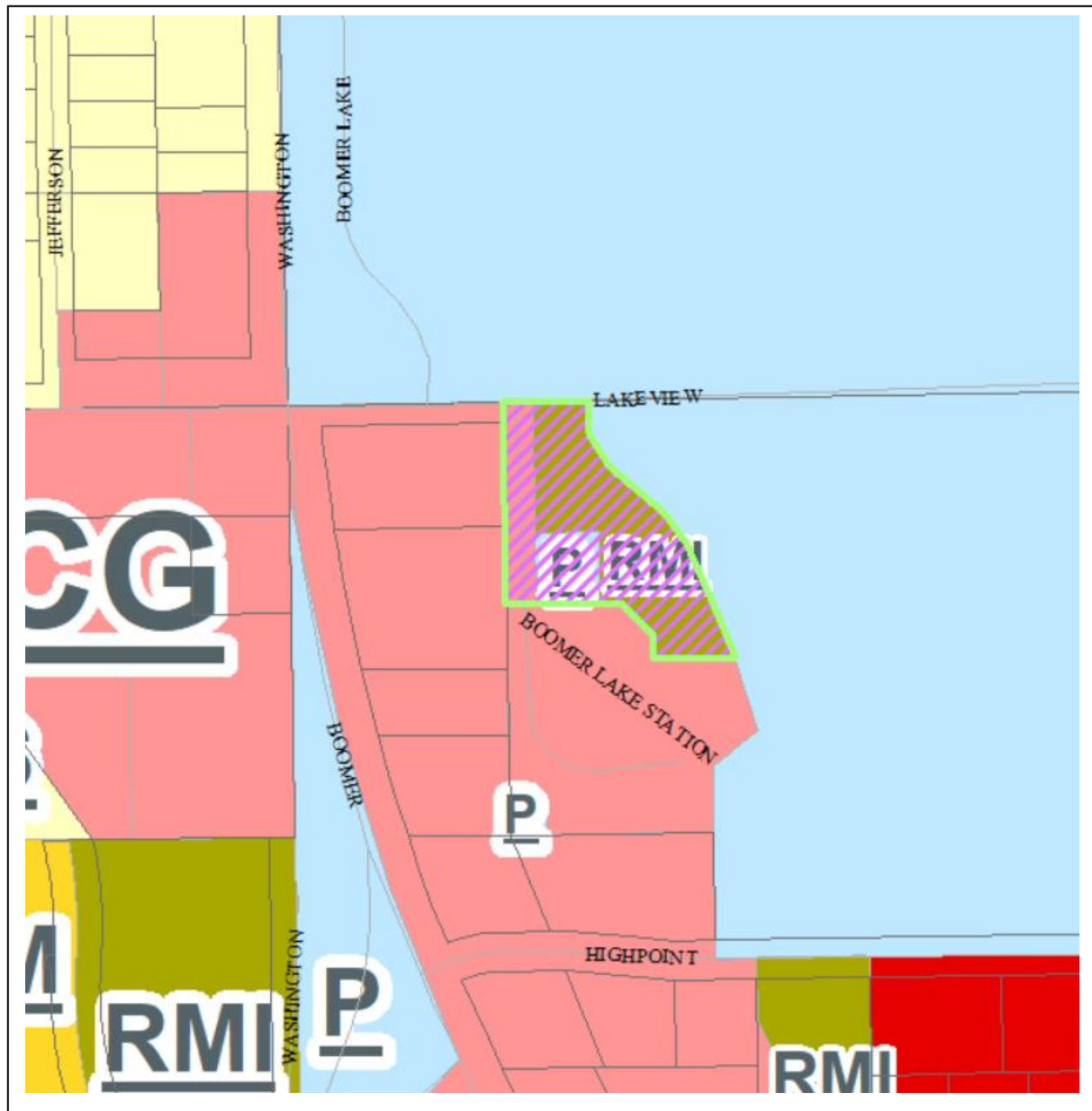


REPORT TO: CITY COUNCIL

MEETING DATE: JULY 11, 2022

Agenda Item:	6a. CC-22-129
Prior Council Action/Related Items:	June 14, 2022 Planning Commission Report
Background / Issue:	• The applicant requests review and approval of a Map Amendment to rezone the property addressed at 701 W Boomer Lake Station Road from Public (P) and Commercial General (CG) to Multi-Family Intermediate District (RMI). • The property is situated near the southeast corner of the intersection of N Washington Street and W Lakeview Road at the south end of Boomer Lake. • The subject property was previously the location of the City of Stillwater's electric generating station. • A majority of the subject property was rezoned from Public (P) to (RMI) Multi-Family Intermediate Residential and (CG) General Commercial in 2021. • This request is to rezone the portion that was previously considered unbuildable due to the current structures at the location. Based on recent findings, the structures are able to be removed; allowing the location to be buildable.
Proposal/Solution:	• The Future Land Use Map within the Comprehensive Plan indicates that the desired land use within this part of the community is commercial along Boomer Road and Park/Open Space for the lake/park area. • The subject site is bordered by a mixture of residential uses to the northwest with commercial uses to the south and immediate west. In addition, park/open space is noted to be immediately north and east of the subject property. • The subject site is surrounded by General Commercial (CG) to west and south with Multi-Family Intermediate Residential (RMI) to the east and north. • Planning Commission recommended approval with a 5-0 vote.
Financial Impact/Funding Source(s):	None

Related Strategic Priority:	#4 Connected Spaces: To develop a strong sense of place that recognizes the interconnectedness of people, buildings and public systems (such as transportation, utilities and parks) that best serve the needs of the public. #5 UNIQUE CULTURE: To cultivate partnerships that enhance the unique culture of Stillwater with equal access to services and amenities, strong and connected neighborhoods, and a thriving economy and business atmosphere.
Alternatives:	• Accept the recommendation of the Planning Commission; accept the application • Reject the recommendation of the Planning Commission; deny the application • Table to a specific date if additional discussion is warranted • Remand the item back to the Planning Commission for further consideration
Recommended Action/Motion:	Motion to accept the Planning Commission recommendation to approve the Map Amendment for property located at 701 W Boomer Lake Station Road.
Prepared By:	Jacquelyn Porter, City Planner
Reviewed By:	Joshua Brown, Project Manager Jeff Mathews, Community Development Director Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	Area Map Zoning Comparison Table Planning Commission Minutes



The City of
Stillwater
 OKLAHOMA

Project Type: Map Amendment (MA22-07)
Request: Rezoning from P (Public) to RMI (Multi-Family Intermediate Residential) and extending the RMI zone to the Western Lot Line.
Address: Part of 5502 N. Perkins Road
Applicant: City of Stillwater

ZONING COMPARISON CHART		
	CG (Commercial General)	RMI (Residential Multi-Family Intermediate)
Min Lot Size	No min requirements	15,000 square feet
Min Lot Width/Depth	No min requirements	75/130 feet
Max Structure Height	No max height	50 feet
Min Front Yard	25 feet	20 feet/10 feet from alley
Min Side Yard - boundary with:		
Residential district	20 feet	5 feet
Commercial district	No min requirements	25 feet
Industrial district	No min requirements	25 feet
Min Rear Yard - boundary with:		
Residential district	20 feet	20 feet
Any other district	No min requirements	20 feet
Max Lot Coverage	50 percent	40 percent
Landscaping/Screening (earth berms, shrubs, fences, decorative man-made materials, trees)	Required when abutting RSS, RSL, RMH, RT or RM; 70% opaque up to 3-feet tall and 40% opaque up to 5-feet tall	No requirements
Permitted Uses by Right (Uses in <i>italic</i> are allowed in both zoning districts)	• Arts & Entertainment • Bed & Breakfast, Hotel, Motel • Beverage Services • <i>Churches & Religious Institutions</i> • Financial Institutions & Services • Food Services • <i>Free-Standing Self-Service</i> • Health Care & Social Assistance • Information • <i>Parking Lots/Garages</i> • Personal & Laundry Services • Personal Storage & Warehousing • Professional & Administrative Offices • Recreation • Research & Development • Retail Trade • Transportation Activities • Utilities • Vehicle & Equipment Sales/Service • Wholesale Trade	• Boarding house/Rooming house • <i>Churches and Religious Institutions</i> • <i>Free-standing Self Service Facilities</i> • Multiple-family with max gross density of 30 units per acre • <i>Parking lot/garages</i> • Townhome • Two-family (duplex)

- c. City of Stillwater, MAP AMENDMENT (MA22-07), consideration, discussion, and possible action, including recommending approval or denial to rezone a portion of property addressed as 701 Boomer Lake Station Drive, Stillwater, OK, from Public (P) and Commercial General (CG) to Residential Multi-Family Intermediate (RMI) district.

Chair Phillips reads the item and asks staff to present.

Jacquelyn Porter, City Planner, presents the item.

Chair Phillips asks if there are any questions for staff; none respond. Chair Phillips asks the applicant or representative to speak.

Kelly Harris, Keystone Engineering, on behalf of the City of Stillwater, OK, speaks on the following:

- There was a small section where backup generators were stored. Now that they have decided the generators can be moved the applicant would like to include that area into the RMI zoning.
- The applicant would also like to extend the RMI slightly to the west.

Chair Phillips opens the public hearing and asks if there is anyone who would like to speak in favor or opposition; none respond. Chair Phillips closes the public hearing and asks staff to present the findings and alternatives.

Ms. Porter presents the findings and alternatives.

Chair Phillips asks if there are any questions; none respond. Chair Phillips asks since there are no questions if there is any discussion or a motion.

Vice-Chair Allred motions to accept staff's findings and recommend the City Council approve the map amendment as presented; Commissioner Hallgren seconds.

Roll call:	Phillips	Allred	Shanahan	Prather	Hallgren
	YES	YES	YES	YES	YES

Time: 5 minutes



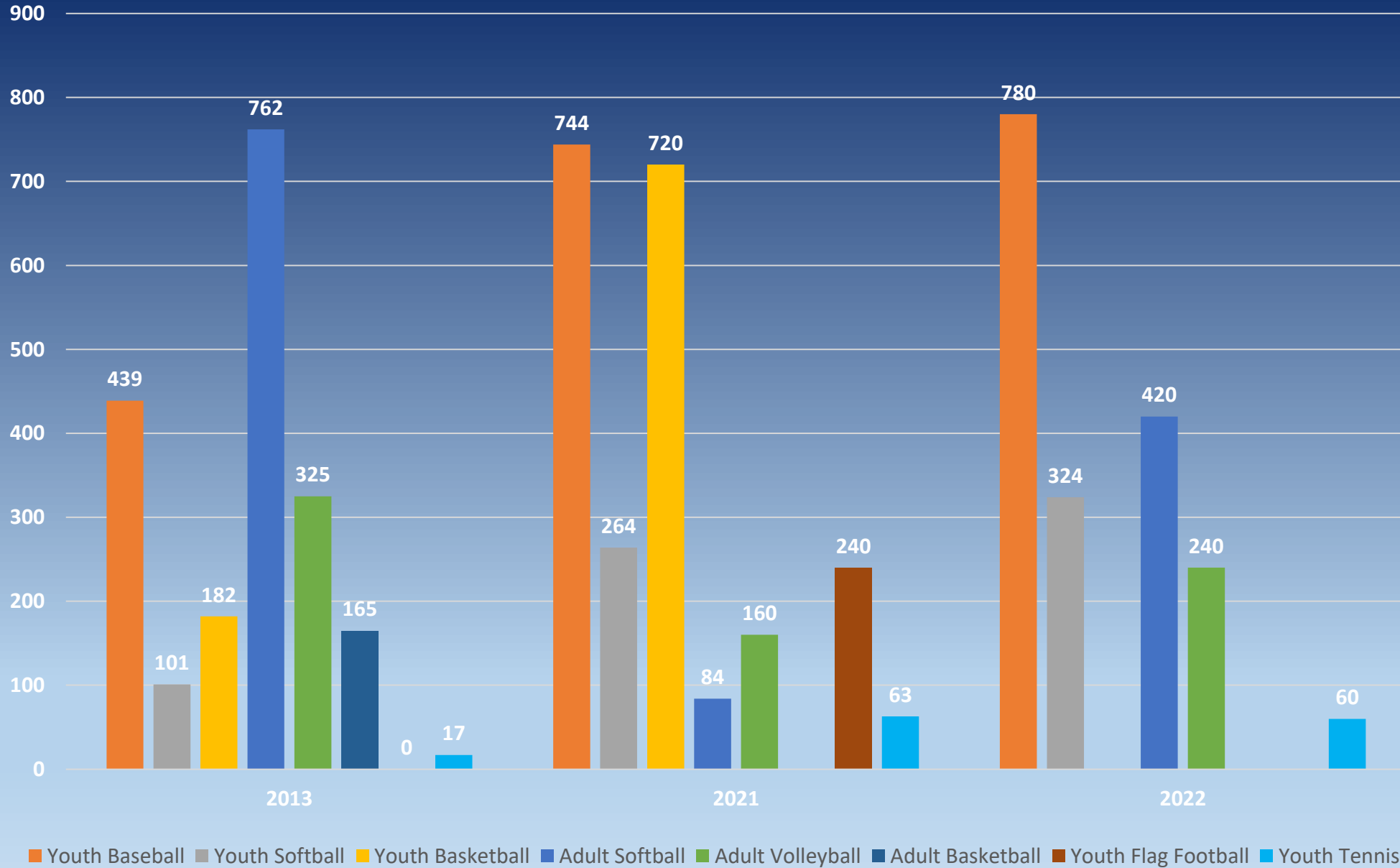


Leagues Currently for 2022 SASA-Stillwater Area Sports		
Date	Sport	Participants
(3) Seasons	SASA Adult Volleyball-(24 Teams Spring/Summer)	240
(3) Seasons	SASA Adult Softball-(42 Teams)	420
(1) Season	SASA Adult Basketball- (November)	
June-July	SASA Youth Tennis Lessons Currently	63
All Year	Pickleball Participants M-T-W-TH-F	90 weekly
(2) Seasons	Youth Softball/ Baseball-(92 Spring Only)	1104
(1) Season	Flag Football – (September) 2021- 24 Teams	240
(1) Season	Youth Basketball—(November) 2021- 74 Teams	760

SASA Offered 203 Youth Participants Either Reduced or Completely Sponsored Registration in 2021-2022

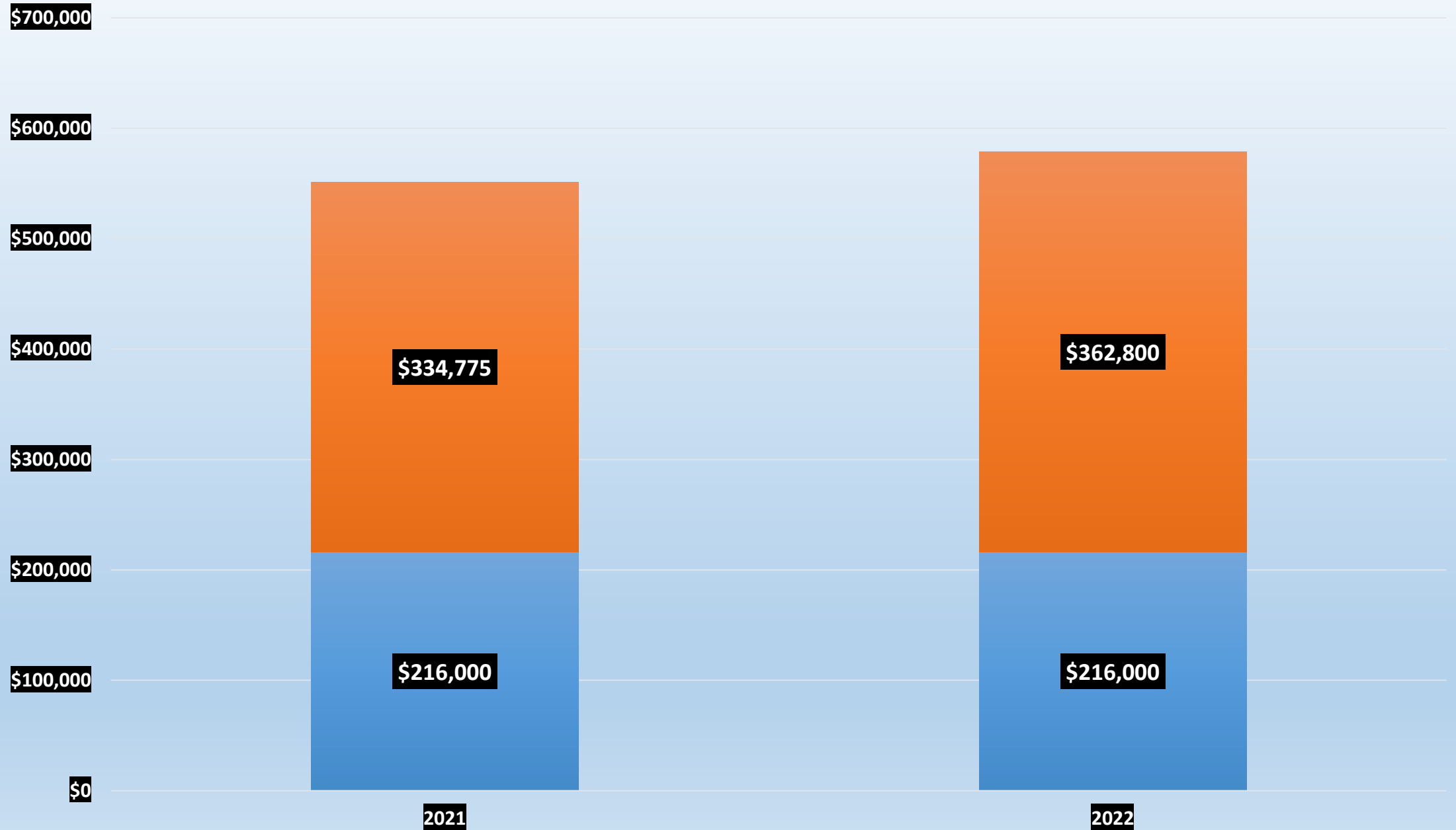


SASA LEAGUE PARTICIPATION Per YEAR





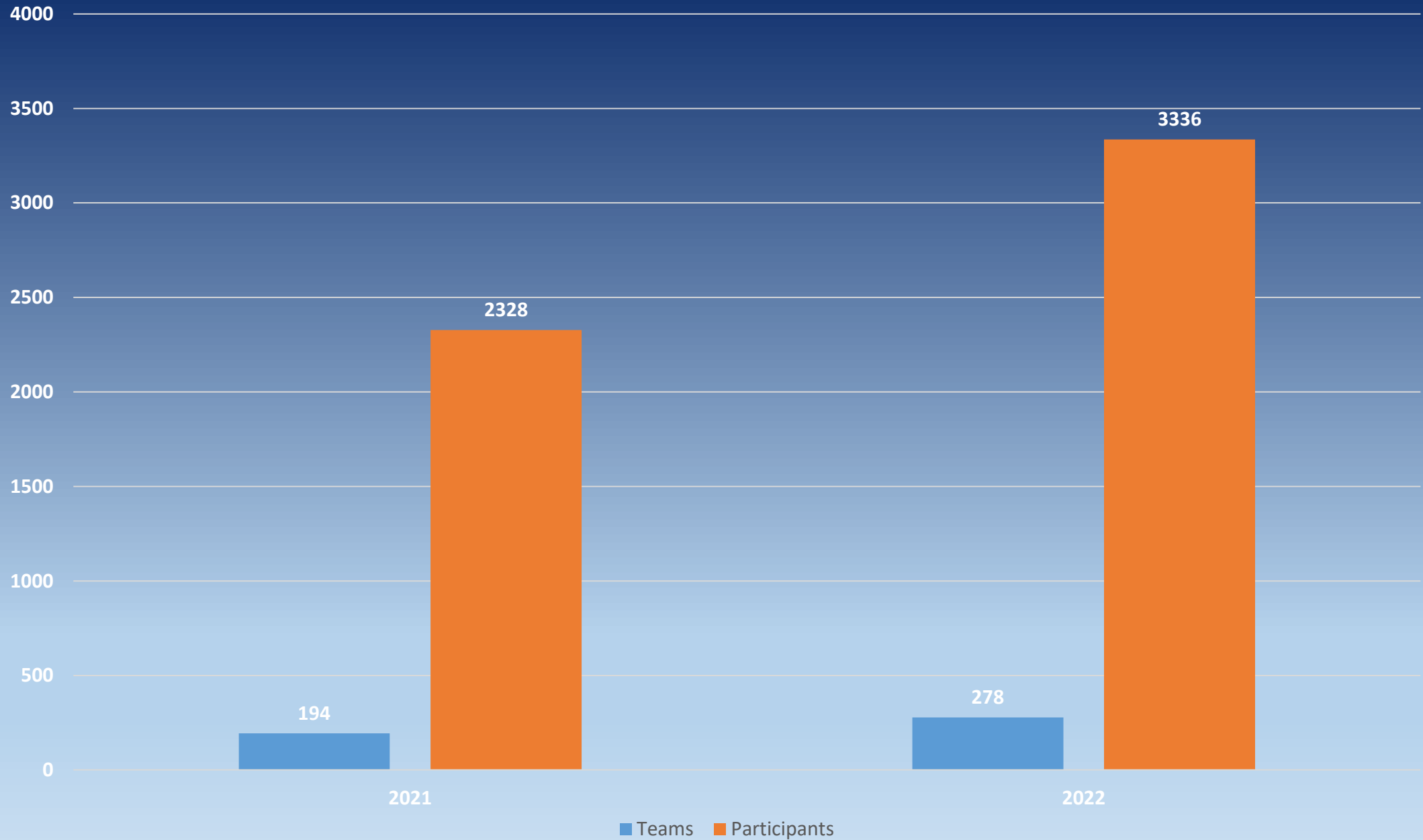
Annual Gross Income – 2022 by Fiscal Year



Tournaments 2021

Date	Tournament	Participants
March 5	Chi Omega Adult Softball Philanthropy (Field Rental)	625
March 12-14	SASA Spring Fling Youth Baseball 18 teams	216
March 18-20	SASA Cowboy Classic Youth Baseball 68 teams	804
April 1-2-3	SASA Cowboy Classic II Youth Baseball 44 teams	528
April 29-30	SASA Showdown Shootout Baseball 11 Teams	132
May 13-15	SASA King of the Rings Baseball 57 Teams	684
June 3-4-5	SASA June Frenzy Youth Baseball 67 teams—94 games in 24 hours	804
June 10-12	SASA USSSA STATE 13AA/ 14AA 15 Teams	180
June 26	Kevin Cook Memorial Adult Softball 14 teams	168
Sept 2022	Hosted SJHS OSSAA Softball District Games for Stillwater Public Schools	5 Separate Dates

YOUTH BASEBALL TOURNAMENT TOTALS



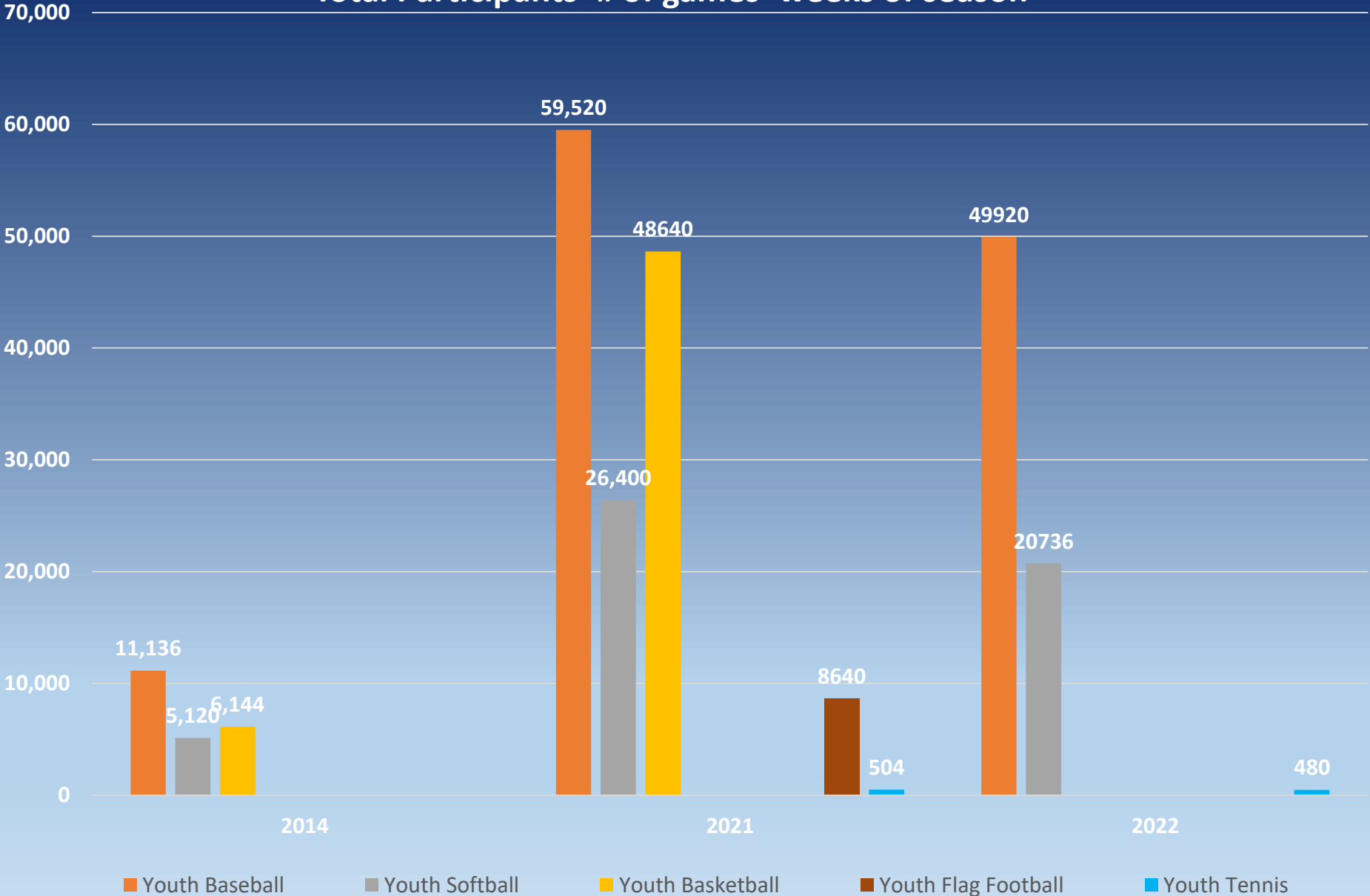


Community Service & Involvement

SASA Had Over
350
Volunteer Coaches with
Hundreds of Hours Of
Service

SASA YOUTH ACTIVITIES- GAMES & PRACTICES

Total Participants*# of games*weeks of season



Economic Impact Ratio

SASA Tournaments 2022



- 278 Total Number of Teams Participating
- Estimated 3336 Participants
- 6672 Fans & Family
- 556 coaches
- 153 officials
- 7717 TOTAL OUT OF TOWN ATTENDEES/VISITORS

Day Visitors = # of visitors (5401) x # of days (2) x \$75 = \$810,150 70% of Total
Overnight Visitors = # of visitors (2316) x # of days (2) x \$200 = \$ 926,400 30% of Total

Total Anticipated Visitor Spending:	\$ 1,736,550
Estimated Sales Tax @ 3.5%:	\$60,779

OKLAHOMA STATE UNIVERSITY INVOLVEMENT



- SASA Teams Scrimmaging at OSU Cowgirl Basketball Games
- SASA Teams Scrimmaging at OSU Men's Basketball Games
- OSU Tennis Players as SASA Instructors
- Discount Cowboy Baseball Tickets
- SASA Volleyball Tournament at OSU Colvin Center

	Capital Investments (Purchased in 2022)	
	Project	Amount
	Equipment (3 mowers, 3 Trucks,2 Gators, Sprayer, Rake,2 Trailers,3 JD 3 Wheelers ,Toro 3Wheeler)	(\$197,000)
	10 Sets of New Bases & Home Plates (\$250)	\$2500
	Purchase of New Basketballs /Volleyballs /Softballs / Flag Football/ Catcher’s Equipment	\$9,500
	Painting of Concession at Whittenburg	\$2,500
	Protective Mats for SASA Armory Floor	\$1,500
	Field Improvements-Whittenburg/Babcock/ Airport/ Strickland Irrigation, Turface, Dirt	\$46,014
	Chair for SASA Armory Gym	\$1,000
	Freezer(2)/ Refrigerator	\$1,100
	Gym Industrial Fans	\$950.00
	Portable Mounds (3)	\$9,000
	Replace Shade Structure at Strickland	\$5,000
	Backstop Netting Replacement- Babcock/Airport	\$6,500
	Little Hoop Goals (6)	\$1,500
	Total Capital Investments Estimated For 2022	\$87,064

SASA 2023 Plans

- Shade for Whittenburg
- Pickleball Tournament
- Field Improvements All Parks
- Hosting 5 USSSA Youth Baseball Tournaments
- Hosting 2 Youth Softball Tournaments
- Hosting Adult Softball Tournament
- Youth Basketball Academy with Joey Graham
- Hosting Youth Volleyball Tournament at OSU Colvin Center



Come Join The Fun



Cornhole Games



Strickland Youth Spring League



Youth Softball



Adult Volleyball



K-Ball



Morning Walkers



Games at Armory



Let's Play Ball



Youth Practice



Flag Football



Senior Softball



THANK YOU FOR THE OPPORTUNITY

Board Members:

Kevin Fowler

Ryan Smith

Rachel Fox

Dennis Marshall

Kip Racy

Blaine Stephens

Matt Streeter

Jake Fahlenkamp

Ellen Smith

Brian Vowell

Steve Ruby, Legal Counsel

Executive Director:

Carolyn Walstad

Operations Director:

Jared Szlichta

Field Supervisor:

Michael Mitchell



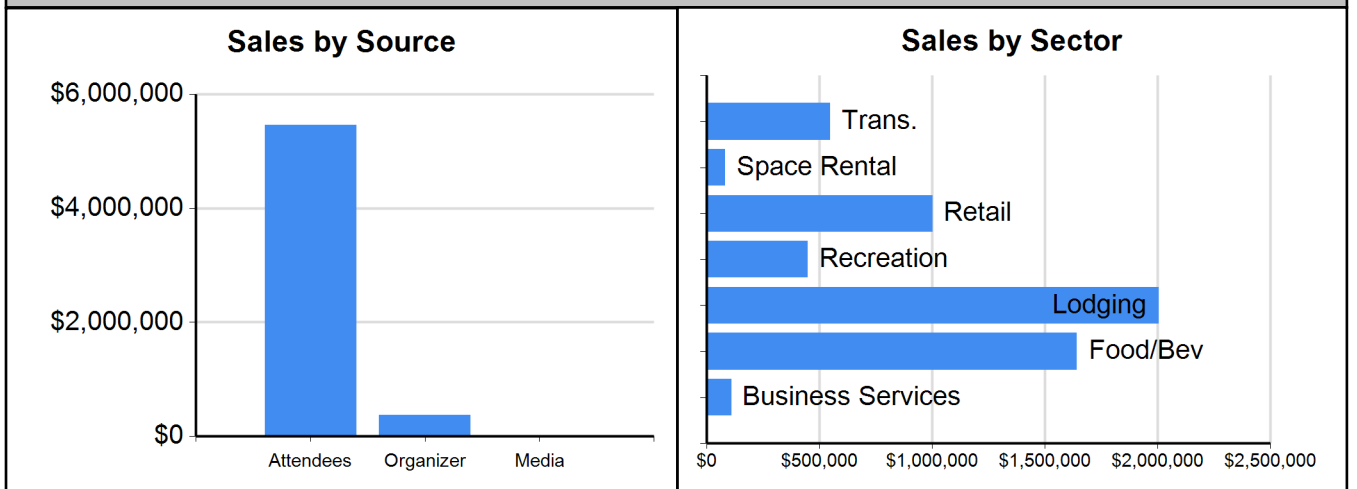
www.StillwaterAreaSports.com

Event Impact Summary

Destination: Visit Stillwater

Event Parameters		Key Results	
Event Name:	SASA Spring Baseball	Business Sales (Direct):	\$5,835,472
Organization:	SASA	Business Sales (Total):	\$8,640,866
Event Type:	Youth Amateur	Jobs Supported (Direct):	2,149
Start Date:	6/2/2022	Jobs Supported (Total):	2,379
End Date:	6/5/2022	Local Taxes (Total):	\$90,116
Overnight Attendees:	10459	Net Direct Tax ROI:	\$87,891
Day Attendees:	550	Estimated Room Demand:	13,372

Direct Business Sales



Industry	Attendees	Organizer	Media/Sponsors	Total
Lodging	\$2,005,851	\$0	\$0	\$2,005,851
Transportation	\$541,523	\$4,767	\$644	\$546,934
Food & Beverage	\$1,467,353	\$175,101	\$0	\$1,642,454
Retail	\$1,002,406	\$0	\$0	\$1,002,406
Recreation	\$447,488	\$0	\$0	\$447,488
Space Rental	\$0	\$81,583	\$0	\$81,583
Business Services	\$0	\$108,393	\$363	\$108,756
TOTAL	\$5,464,621	\$369,844	\$1,008	\$5,835,472

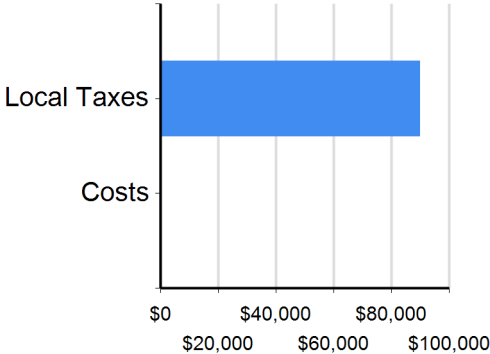
Event Impact Details

Destination: Visit Stillwater

Event Name: SASA Spring Baseball 2022

Organization: SASA

Economic Impact Details			
	Direct	Indirect/Induced	Total
Business Sales	\$5,835,472	\$2,805,394	\$8,640,866
Personal Income	\$1,689,610	\$699,218	\$2,388,828
Jobs Supported			
Persons	2,149	230	2,379
Annual FTEs	72	8	79
Taxes and Assessments			
<u>Federal Total</u>	<u>\$497,811</u>	<u>\$226,433</u>	<u>\$724,244</u>
<u>State Total</u>	<u>\$345,528</u>	<u>\$49,842</u>	<u>\$395,370</u>
sales	\$235,891	\$31,561	\$267,452
income	\$10,100	\$4,180	\$14,280
bed	\$70,205	-	\$70,205
other	\$29,332	\$14,101	\$43,433
<u>Local Total (excl. property)</u>	<u>\$87,891</u>	<u>\$2,226</u>	<u>\$90,116</u>
sales	\$4,194	\$561	\$4,755
income	\$0	\$0	\$0
bed	\$80,234	-	\$80,234
per room charge	\$0	-	\$0
tourism district	\$0	-	\$0
restaurant	\$0	\$0	\$0
other	\$3,463	\$1,665	\$5,128
property tax	\$34,137	\$10,795	\$44,932

Event Return on Investment (ROI)		
Direct local tax ROI (net property taxes)		
Direct Tax Receipts	\$87,891	
DMO Hosting Costs	\$0	
Direct ROI	\$87,891	
Net Present Value	\$87,891	
Direct ROI (%)	-	
Total local tax ROI (net property taxes)		
Total Local Tax Receipts	\$90,116	
Total ROI	\$90,116	
Net Present Value	\$90,116	
Total ROI (%)	-	

Estimated Room Demand Metrics	
Room Nights (total)	13,372
Room Pickup (block only)	0
Peak Rooms	3,874
Total Visitor Days	36,518



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 11, 2022

Agenda Item:	7b. CC-22-124
Background / Issue:	• In order to maintain Stillwater Regional Airport's certification and adhere to FAA requirements, airfield markings must be regularly maintained. On average, airfield markings generally last three years before having to be re-done. • Runway 17-35 and connecting taxiways last underwent airfield remarking in late 2017/early 2018 and is due for new markings to maintain compliance. • LBR, Inc. prepared a packet for the competitive bid process and bids were opened on June 8, 2022 (BID 22-21/22).
Proposal/Solution:	• Three bids were submitted • Hi-Lite Airfield Services was the low-bidder at \$102,271. • The bid was evaluated by LBR, Inc. and found to be fair and reasonable.
Financial Impact/Funding Source(s):	• A budget amendment appropriating project funds has been prepared.
Related Strategic Priority:	Strategic Priority #1: Effective Services and Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency, and outstanding customer service.
Recommended Action/Motion:	• Motion to award bid to Hi-Lite Airfield Services in the amount of \$102,271 for the re-mark of Runway 17-35 and connecting taxiways, authorize the City Manager to sign all contract documents, and approve budget amendment appropriating project funds.
Prepared By:	Paul Priegel, Airport Director
Reviewed By:	Melissa Reames, Deputy City Manager Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	Budget Amendment LBR Recommendation Letter & Bid Tab



Budget Amendment Request
For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/13/2022

Department: Airport

Requested by: Paul Priegel

00-22-174

Explanation:

Expenditure:
Appropriate funds for runway 17-35 remarking project.

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase: Remark Runway	1057010 - 54009	22AP26105	\$ 11,300	\$ 102,271	\$ 113,571
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
Decrease:	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

\$ 102,271

Reviewed by Department Manager: [Signature]

Date: 06/13/2022

Reviewed by Finance: Christy Cluck

Date: 6-13-2022

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--



LBR Inc. Airport Consultants

June 13, 2022

Paul Priegel, Director
Stillwater Regional Airport
2020 West Airport Road
Stillwater, Oklahoma 74075

Mr. Priegel;

Bids for the project to "Re-Mark Runway 17-35 and Connecting Taxiways", Stillwater Bid #22-21/22, at the Stillwater Regional Airport were received at 3:00 PM on Wednesday, June 8, 2022. The "Tabulation of Bids" is enclosed.

There were three bidders presenting proposals. The staff at LBR Inc. has reviewed the bid and contacted references. The bid from Hi-Lite Airfield Services, was low bid at \$102,271.00 for the Base Bid. The bid was evaluated and found to be fair and reasonable.

Hi-Lite recently did the painting on a runway replacement project at the Ponca City Regional Airport. Additionally, LBR has researched several of the recent projects listed in their bid packet. There do not appear to be any problems with their recent performance and there are no clear reasons against awarding this project to Hi-Lite Airport Services.

Please sign the construction contract and any other documents, related to the project that will be forthcoming from LBR Inc.

We sincerely thank you for allowing us to assist you with your airport consulting needs. We look forward to working with you on this project that will have major positive impacts for the City of Stillwater and the Stillwater Regional Airport.

Respectfully Submitted,

Jed Banks, P.E.
President, LBR Inc.

Enclosure: Bid Tabulation

BID TABULATION

Stillwater Bid #22-21/22
Re-Mark Runway 17-35 and Connecting Taxiways

Bids were opened in City Hall, 723 South Lewis (P. O. Box 1449), Rm. 112B, Stillwater, Oklahoma 74076, at 3:00 P.M., on June 8, 2022.

Stillwater Regional Airport, Stillwater, Oklahoma

		Advanced Workzone				Hi-Lite Airfield Services		Action Safety Supply		Engineer's Estimate LBR Inc.	
Item	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID											
1	Traffic Maintenance	1	LS	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$5,320.00	\$5,320.00	\$5,000.00	\$5,000.00
2	Mobilization, Bonds, Permits, and Temporary Erosion Control	1	LS	\$1,000.00	\$1,000.00	\$4,870.00	\$4,870.00	\$10,215.00	\$10,215.00	\$15,000.00	\$15,000.00
3	Permanent Painting with Reflective Media (White or Yellow Paint)	120,000	SF	\$0.85	\$102,000.00	\$0.50	\$60,000.00	\$0.97	\$116,400.00	\$0.80	\$96,000.00
4	Permanent Painting with Reflective Media (Red Paint)	1,400	SF	\$2.00	\$2,800.00	\$3.50	\$4,900.00	\$3.15	\$4,410.00	\$3.00	\$4,200.00
5	Permanent Painting without Reflective Media (Black Paint)	40,000	SF	\$0.50	\$20,000.00	\$0.45	\$18,000.00	\$1.23	\$49,200.00	\$0.40	\$16,000.00
6	Paint / Rubber Removal	13,000	SF	\$1.40	\$18,200.00	\$1.00	\$13,000.00	\$0.35	\$4,550.00	\$1.00	\$13,000.00
7	Insurance Premium to Add City & Engineer as Additional Insureds to Contractor's Liability Policy	1	LS	\$5,000.00	\$5,000.00	\$1.00	\$1.00	\$2,325.00	\$2,325.00	\$500.00	\$500.00
Total Base Bid					\$149,500.00		\$102,271.00		\$192,420.00		\$149,700.00

RESOLUTION NO. CC-2022-20

A RESOLUTION ACTIVATING AN INCREMENT DISTRICT PREVIOUSLY DESIGNATED AS INCREMENT DISTRICT “X” AS INCREMENT DISTRICT NO. 5, CITY OF STILLWATER, PURSUANT TO THE PROVISIONS OF THE 2022 AMENDED STILLWATER (RE)INVESTMENT PLAN (A STILLWATER DOWNTOWN/CAMPUS LINK PROJECT PLAN) AND § 856(B)(2) OF THE LOCAL DEVELOPMENT ACT, 62 O.S. §§ 850, *et seq.*

WHEREAS, the Local Development Act, 62 O. S. §§ 850, *et seq.* (the “Local Development Act”), was adopted by the Oklahoma Legislature to implement Section 6C of Article X of the Oklahoma Constitution, which empowers the governing bodies of cities, towns, and counties to approve project plans and establish increment districts for the development and redevelopment of eligible areas; and

WHEREAS, the City Council of the City of Stillwater (“City Council”), through its adoption on May 16, 2022 of Ordinance No. 3494, approved the 2022 Amended Stillwater (Re)Investment Plan (A Stillwater Downtown/Campus Link Project Plan) (“2022 Amended Project Plan”), and, pursuant to §856(b)(2) of the Local Development Act, deferred the official creation, designation, and naming of the proposed Increment District X, City of Stillwater (“Increment District X”) described in the 2022 Amended Project Plan until a later date that shall not be more than 10 years after the adoption of the 2022 Amended Project Plan; and

WHEREAS, implementation of the 2022 Amended Project Plan will support the achievement of the economic development objectives of the City of Stillwater to serve as a catalyst to achieve its key development objectives, stimulate private investment, attract major investment, retain and expand employment, enhance the tax base thereby making possible investment that would be difficult or impossible without the project and the apportionment of tax increments from the Increment Districts authorized pursuant to the 2022 Amended Project Plan; and

WHEREAS, the City Council has approved the terms and conditions of the Redevelopment Agreement executed by the Stillwater Economic Development Authority, a public trust, and USA Rare Earth Magnets, LLC, a Delaware limited liability company, and USA Rare Earth Real Estate, LLC, an Oklahoma limited liability company (collectively, “Redeveloper”), pursuant to which Redeveloper will develop a new non-retail business enterprise within the area designated as Increment District X in the 2022 Amended Project Plan, which will generate substantial capital investment and create high-quality employment opportunities within the City of Stillwater; and

WHEREAS, the City Council, in anticipation of the new economic development activity by Redeveloper following acquisition of a business site in the area designated as Increment District X in the 2022 Amended Project Plan finds that it is appropriate and desirable for the City Council to officially activate and conditionally establish an effective date for Increment District No. 5, City of Stillwater, which increment district shall be the same as identified as Increment District X in

the 2022 Amended Project Plan adopted under Ordinance No. 3494.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Stillwater:

1. In accordance with § 856(B)(2) of the Local Development Act, and as required by Section 5 of Ordinance No. 3494, the City Council hereby activates Increment District No. 5, City of Stillwater, an ad valorem and sales tax increment district, the boundary of which is designated and described as:

Increment District No. 5, City of Stillwater

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-five (35), Township Twenty (20) north, Range Two (2) East, I.M., Payne County, Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4) also being the Southeast corner of Lot Five (5); Thence North 90°00'00" West along the South line of said Southeast Quarter (SE/4) and Lot Five (5) for a distance of 1323.76 feet to the Southwest corner of said Lot Five (5) also being the Southeast corner of Lot Six (6); Thence North 90°00'00" West along the South line of said Southeast Quarter and Lot Six (6) for a distance of 54.72 feet to the Point of Beginning; Thence North 90°00'00" West along the South line of said Southeast Quarter (SE/4) and Lot Six (6) for a distance of 1049.88 feet; Thence North 0°11'34" East for a distance of 1011.00 feet; Thence north 46°32'51" East for a distance of 970.00 feet to a point on the North line of said Lot Six (6); Thence South 89°56'34" East along the North line of said Lot Six (6) for a distance of 396.00 feet to the Northeast corner of Lot Six (6), also being the Northwest corner of Lot Five (5); Thence South 89°56'34" East along the North line of said Lot Five (5) for a distance of 100.00 feet; Thence South 0°02'06" East and parallel to the boundary line between said Lots Five (5) and Six (6) for a distance of 1222.70 feet; Thence South 32°00'00" West for a distance of 120.42 feet; Thence Southwesterly along a curve to the left with a radius of 596.44 feet for a distance of 333.11 feet; Thence South 0°00'00" East for a distance of 36.94 feet to the Point of Beginning.

2. Increment District No. 5, City of Stillwater ("Increment District 5"), is hereby activated and shall become effective as of July 15, 2022, subject to certification by the Mayor or Vice-Mayor and his or her submission to the Payne County Assessor requesting a determination of the Base Assessed Value of all taxable real and personal property in Increment District 5. Otherwise, this Resolution shall be of no force and effect.
3. The increment of ad valorem taxes from Increment District No. 5 in excess of ad valorem taxes generated by the base assessed value of the increment district, as determined by the Payne County Assessor, shall be apportioned and may be pledged in accordance with

Section 6C, paragraph B of Article X of the Constitution of the State of Oklahoma, to pay or finance authorized project costs authorized pursuant to Section VIII of the 2022 Amended Project Plan for a period not to exceed 25 years, as provided by law, or, if less, the period required for the payment of the authorized project costs and/or indebtedness incurred by the Stillwater Economic Development Authority in carrying out the provisions of the 2022 Amended Project Plan.

4. During the period of apportionment, the apportionment fund (a) shall be available to pay project costs authorized under Section VIII of the 2022 Amended Project Plan, (b) shall constitute funds of the Stillwater Economic Development Authority, and (c) shall not constitute a part of the general fund to be appropriated annually by the governing body of the City of Stillwater.

PASSED AND APPROVED, this _____ day of July, 2022.

MAYOR

(SEAL)

ATTEST:

Teresa Kadavy, City Clerk

Approved as to form and legality.

Special Counsel for Economic Development

RESOLUTION NO. CC-2022-21

A RESOLUTION OF THE CITY COUNCIL APPROVING STILLWATER REGIONAL AIRPORT BUDGET AMENDMENTS REFLECTING THE RECEIPT AND APPROPRIATION OF GRANT FUNDS AND ANY REQUIRED SPONSOR MATCH TO COMPLETE THE MASTER PLAN UPDATE, FOR THE PURCHASE OF SNOW REMOVAL EQUIPMENT, AND FOR ELECTRICAL AND LIGHTING REHABILITATION AT STILLWATER REGIONAL AIRPORT THROUGH FAA GRANTS 3-40-0090-033-2021, 3-40-0090-037-2022, AND 3-40-0090-036-2022

WHEREAS, on November 15, 2021 City Council approved Resolution CC-2021-42 which authorized the Stillwater Regional Airport to apply for federal grant funding for electrical and lighting rehabilitation, completion of Phase 2 of its Master Plan Update, and the purchase of snow removal equipment at Stillwater Regional Airport; and

WHEREAS, on June 16, 2022, FAA issued an Amendment to FAA Grant 3-40-0090-033-2021 awarding a second year of multi-year funding in the amount of \$343,565 to complete the Master Plan Update; and

WHEREAS, on June 21, 2022, FAA issued multi-year funding through FAA Grant 3-40-0090-037-2022 awarding the first year of funding in the amount of \$372,391 for the purchase of snow removal equipment, with the remaining balance to be fulfilled through a second year of funding next FAA fiscal year; and

WHEREAS on June 21, 2022, FAA issued FAA Grant 3-40-0090-036-2022 awarding funding in the amount of \$318,400 for electrical and lighting rehabilitation; and

WHEREAS, the Master Plan Update project is 100% federally funded; and

WHEREAS, the purchase of snow removal equipment and electrical and lighting rehabilitation projects are funded at 90% with a 10% sponsor match requirement.

NOW THEREFORE, BE IT RESOLVED, the City of Stillwater hereby approves the attached Stillwater Regional Airport Budget Amendments reflecting receipt and appropriation of FAA grant funds and any required sponsor match as follows:

1. Budget Amendments reflecting receipt and appropriation of \$343,565 in grant funds for the Master Plan Update.
2. Budget Amendments reflecting receipt of \$372,391 in grant funds and the appropriation of grant funds plus the 10% sponsor match (\$70,444) for a total of \$442,835 for the purchase of snow removal equipment.
3. Budget Amendments reflecting receipt of \$318,400 in grant funds and the appropriation of the grant funds plus the 10% sponsor match (\$35,378) for a total of \$353,778 for electrical and lighting rehabilitation.

PASSED AND APPROVED by the City Council of Stillwater, Oklahoma, and signed this 11th day of July, 2022.

CITY OF STILLWATER, OKLAHOMA
a Municipal Corporation

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

Approved as to form and legality this 11TH day of July, 2022.

KIMBERLY CARNLEY, CITY ATTORNEY

Budget Amendment Request

For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org

Resolution 2022-22

Date: 06/21/2022

Department: Airport

Explanation:

Revenue:

Increase revenue projection for Master Plan Update Phase II. FAA Grant No. 3-40-0090-033-2021

Requested by: Paul Priegel

Increase:

Decrease:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Master Plan Update	8207010 - 43100	21AP06820	\$ 0	\$ 343,565	\$ 343,565
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

Reviewed by Department Manager: *[Signature]*

Reviewed by Finance: *Christy Chuch*

Approved by CMO: _____

Approved by City Council: _____

☐ Yes

☐ No

Processed by Finance: _____

Set ID: _____

Date: 06/22/2022

Date: 6-22-2022

Date: _____

Date: _____

Date: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/21/2022

Department: Airport

Explanation:

Expenditure:

Appropriate funds for Master Plan Update Phase II. FAA Grant No. 3-40-0090-033-2021

Requested by: Paul Priegel

Resolution CC-22-21

Increase:

Decrease:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Master Plan Update	8207010 - 54020	21AP06820	\$ 0	\$ 343,565	\$ 343,565
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

Reviewed by Department Manager: [Signature]

Reviewed by Finance: Christy Cluch

Approved by CMO: _____

Approved by City Council: _____

☐ Yes

☐ No

Processed by Finance: _____

Set ID: _____

\$ 343,565

Date: 06/22/2022

Date: 6-22-2022

Date: _____

Date: _____

Date: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/21/2022

Department: Airport

Explanation:

Revenue:

Increase revenue projection for Snow Removal Equipment. FAA Grant No. 3-40-0090-037-2022

Requested by: Paul Priegel

Resolution CC 22-21

Increase:

Decrease:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Snow Removal Equipment	8207010 - 43100	22AP24820	\$ 0	\$ 372,391	\$ 372,391
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

Reviewed by Department Manager: *[Signature]*

Reviewed by Finance: *Amity Chuch*

Approved by CMO: _____

Approved by City Council: _____

☐ Yes

☐ No

Processed by Finance: _____

Set ID: _____

\$ 372,391

Date: 06/22/2022

Date: 6-22-2022

Date: _____

Date: _____

Date: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/21/2022

Department: Airport

Explanation:

Expenditure:

Appropriate funds for Snow Removal Equipment. FAA Grant No. 3-40-0090-037-2022

Requested by: Paul Priegel

Resolution 22-21

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Snow Removal Equipment	8207010 - 54008	22AP24820	\$ 0	\$ 442,835	\$ 442,835
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

\$ 442,835

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

Reviewed by Department Manager: *[Signature]*

Reviewed by Finance: *Christy Chuch*

Approved by CMO: _____

Approved by City Council: _____

Processed by Finance: _____

Set ID: _____

☐ Yes

☐ No

Date: 06/22/2022

Date: 6-22-2022

Date: _____

Date: _____

Date: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/21/2022

Department: Airport

Explanation:

Revenue:

Increase revenue projection for Electrical/Lighting Rehab. FAA Grant No. 3-40-0090-036-2022

Requested by: Paul Priegel

Resolution CC-22-21

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Electrical/Lighting Rehab	8207010 - 43100	22AP25820	\$ 0	\$ 318,400	\$ 318,400
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0

\$ 318,400

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

Reviewed by Department Manager: *[Signature]*

Reviewed by Finance: *Christy Cluch*

Approved by CMO: _____

Approved by City Council: _____

☐ Yes

☐ No

Processed by Finance: _____

Set ID: _____

Date: 06/22/2022

Date: 6-22-2022

Date: _____

Date: _____

Date: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

Budget Amendment Request
For Budget Year 2023

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

Office: 405.372.0025
Web: stillwater.org

Date: 06/21/2022

Department: Airport

Explanation:

Expenditure:

Appropriate funds for Electrical/Lighting Rehab. FAA Grant No. 3-40-0090-036-2022

Requested by: Paul Priegel

Resolution CC-22-21

Increase:

Decrease:

Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Electrical/Lighting Rehab	8207010 - 54009	22AP25820	\$ 0	\$ 353,778	\$ 353,778
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0
	-				\$ 0

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

Reviewed by Department Manager: *[Signature]*

Reviewed by Finance: *Clarity Cluch*

Approved by CMO: _____

Approved by City Council: _____

☐ Yes

☐ No

Processed by Finance: _____

Set ID: _____

Date: 06/22/2022

Date: 6-22-2022

Date: _____

Date: _____

Date: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--

ORDINANCE NO. 3496

AN ORDINANCE CLOSING AN EASEMENT LOCATED IN THE NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP TWENTY (20) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, CITY OF STILLWATER PAYNE COUNTY, OKLAHOMA, ON PROPERTY LOCATED ON NORTH ROGERS DRIVE SOUTH OF RICHMOND, ADJACENT TO NORTH ROGERS DRIVE IN PARK VIEW ESTATES SECTION 10, AND REPEALING ALL ORDINANCES TO THE CONTRARY

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

SECTION I: The easement affecting the real property described as follows:

A part of the Northeast Quarter (NE/4) of Section Thirty-Five (35), Township Twenty (20) North, Range Two (2) East of the I.M., Payne County, Oklahoma, being more particularly described by Josh Powers on September 16, 2021, Licensed Professional Land Surveyor #1652, with a basis of bearing being the West line of the Northeast Quarter (NE/4) of said Section being South 00°52'01" East:

COMMENCING (P.O.C.) at the Northwest corner (NW/Cor) of the Northeast Quarter (NE/4) of said Section being a found 1/2" rebar;

THENCE South 00°52'01" East along the West line of the Northeast Quarter of said Section, a distance of 871.56 feet; THENCE North 90°00'00" West, a distance of 215.50 feet to the East line of deed recorded at Book 1040, Page 994 filed in the office of the Payne County Clerk being the POINT OF BEGINNING (P.O.B.); THENCE South 69°42'41" West along the East line of said Book 1040, Page 994, a distance of 56.67 feet (previously described as 56.50 feet) to a found 1/2" rebar; THENCE North 65°17'19" West along the East line of said Book 1040, Page 994, a distance of 33.13 feet to a found 1/2" rebar; THENCE South 24°42'41" West along the East line of said Book 1040, Page 994, a distance of 60.00 feet to a found 1/2" rebar; THENCE South 65°17'19" East along the East line of said Book 1040, Page 994, a distance of 30.00 feet to a set 1/2" rebar with C.A. #6858 cap; THENCE South 20°17'19" East along the east line of said Book 1040, Page 994, a distance of 61.73 feet (previously described as 61.60 feet) to a found 1/2" rebar; THENCE northeasterly along a curve to the right having a radius of 579.02 feet, a chord bearing of North 24°31'58" East and a chord length of 143.73 feet, a distance of 144.10 feet to the POINT OF BEGINNING (P.O.B.),

CONTAINING 5,731 SQUARE FEET OR 0.13 ACRES, MORE OR LESS,

be and the same is hereby closed to the public. The City reserves the right to reopen this easement in the event it is needed in the future without the necessity to pay the owner or their successors for the reopening of this easement.

SECTION II: Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF _____, 2022.

WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

TERESA KADAVY, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2022.

BETH ANNE CHILDS,
SPECIAL COUNSEL FOR THE CITY OF STILLWATER

First Reading:
Second Reading:



REPORT TO: CITY COUNCIL

MEETING DATE: JULY 11, 2022

Agenda Item:

Background / Issue:

11. a, b, c CC-22-126

Library Trust Board

- The Library Trust Board consists of five members appointed by the City Council, Library Board, and Friends of the Stillwater Public Library. The Library Trust Board is the vehicle for reception and administration of contributions for the benefit of the Stillwater Public Library. Term length is three years.

Current Members	Term Expiration	Term	Special Requirement
Cindy Finkle	6/2024	2 nd	Fiends Appointee
Matt Hull	6/2025	3 rd	Library Board Appointee
Barbara Miller	6/2023	3 rd	Library Board Appointee
Cynthia Francisco	6/2024 (unexpired term)	1 st	City Council Appointee
Sandeep Naber	6/2022	2 nd	City Council Appointee

- Mr. Naber's term ended June 30, 2022 and he wishes to be reappointed to serve a three year term. No other applications are on file.

Public Housing Authority

- The Public Housing Authority board consists of five members, one of whom must be a participant in the public housing program. The Board sets all policies and procedures that support the overall purpose of the Stillwater Housing Authority, which is to provide decent, safe, and affordable housing, create opportunities for residents' self-sufficiency and economic independence and assure fiscal integrity for residents and the Housing Authority. The Board creates policy in compliance with the guidelines established by Housing and Urban Development. The board works closely with the Executive Director, who implements the policies for Roxie Weber Plaza and the Section 8 rental program. Term length is three years.

Current Members	Term Expiration	Term	Special Requirement
Debbie Tiger	2022	1 st	
Ruby Manning	2023	4 th	Program Participant
Roger Gose	2023	5 th	
Sue Bonner	2024	4 th	
Austin Pollard	2025	1 st	

- Debbie Tiger's term has expired and she wishes to be reappointed for another three year term.

Board of Adjustment

- The Board of Adjustment consists of five members. The BOA is empowered by city code to conduct hearings and render decisions on matters of appeals, variances, and special exceptions to the zoning ordinance. The board is considered to be quasi-judicial in that its decisions can only be overturned by district court. Term length is three years.

Current Members	Term Expiration	Term
Tim Hardin	2/2022	Complete unexpired term
Vacant	2/2023	Complete unexpired term
Andrew Crofford	2/2024	Complete unexpired term
Collin Mason	2/2024	Complete unexpired term
Vacant	2/2025	

- Tim Hardin was previously appointed to complete a term ending in 2022. Mr. Hardin has expressed his willingness to be reappointed to a three year term.
- There are also two vacancies; one for a term ending in 2023 and one for a term ending in 2025. Applications are on file from Jim Rice and Brian Wiles.

Related Strategic Priority:

#6 Civic Engagement: To encourage participation and an understanding of government through outreach and inclusiveness.

Recommended Action/Motion:

- Recommend Mayor Joyce reappoint Sandeep Naber to the Library Trust Board for a three year term.
- Recommend Mayor Joyce reappoint Debbie Tiger to the Stillwater Housing Authority for a three year term.
- Recommend Mayor Joyce reappoint Tim Hardin to the Board of Adjustment for a three year term.
- Recommend Mayor Joyce appoint Jim Rice to the Board of Adjustment to complete a term ending in February 2023.
- Recommend Mayor Joyce appoint Brian Wiles to the Board of Adjustment for a three year term.

Prepared By:

Patti Osmus, Assistant to the City Manager

Submitted By:

Norman McNickle, City Manager

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

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

View: [Comprehensive List of Advisory Boards & Committees](#).

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

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

Name:

Sandeep Nabar

Address:

2223 N Crescent Dr, Stillwater, OK 74075

Phone:

4053721613

E-mail:

sandeep.nabar@okstate.edu

Date:

06/23/22

Name of board/committee:

Stillwater Library Trust Board

Why are you interested in serving on this board/committee?:

I am seeking reappointment to the board. My family and I are regular users and loyal supporters of the library.

Qualifications for serving on this board/committee?:

MBA in Finance, PhD in Accounting. Interests (and expertise) in budgeting, finance, and investing.



Online Application for Citizen Boards & Committees

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

Rec'd 02.21.19
Exp. 02.2022

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

For a comprehensive list of boards & committees, go to
<http://stillwater.org/document-center/detail/id/53>.

Applications are kept on file for three years.

Questions regarding citizen boards & committees may be directed to Patti Osmus, Assistant to the City Manager, at 405.742.8209 or
posmus@stillwater.org.

Appointment to citizen boards & committees is governed by the following section of the Code of Ordinances:

ARTICLE III. - AUTHORITIES, BOARDS, COMMITTEES, COMMISSIONS, TRUSTS
Sec. 2-114. - Members; qualifications; removal.

(a) Unless otherwise provided by city ordinance, members of all authorities, boards, commissions, committees or trusts shall be residents of the city.

(b) Unless otherwise provided by city ordinance, members of all authorities, boards, commissions, committees or trusts shall serve until a qualified successor is appointed.

(c) Members of all authorities, boards, committees, commissions or trusts serve at the pleasure of the city council and may be removed from office at any time for any reason.

(d) The city manager shall serve as an ex officio member to all authorities, boards, commissions, committees or trusts established by the city council.

Name:

Debbie Tiger

Address:

1810 W. Admiral Ave

Phone:

217-721-6604

E-mail:

debbie.tiger@edwinfair.com

Date:

2/15/2019

Name of board/committee:

Stillwater Housing Authority

Why are you interested in serving on this board/committee?:

I have worked in the area of mental health for approximately 30 years in a variety of positions and feel that my knowledge of the mental health population can aid in shedding light on the strength, resilience, and struggles of this group of citizens. The Stillwater Housing Authority interacts and serves many citizens who may have a disability or a mental health issue, so I believe it is important that someone with my knowledge be apart of the citizen board for this local agency to provide helpful information.

Qualifications for serving on this board/committee?:

I have served on many boards through the years through professional organization including the following: Youth Advisory Board of Stillwater (1990's); OK Therapeutic Recreation association (formerly known as Therapeutic Recreation Association of OK, late 90's), Eastern Illinois University Recreation Advisory Board (early 2000's), American therapeutic recreation association (national committee member mid 2000's), IL Recreation Therapy Association (from 2000-2016), Champaign/Urbana Special Recreation department advisory board (local division of a Park and Rec department, mid 2000's). I lived in Stillwater for most of my childhood through 1998 then moved to IL for 18 years. I am now back in OK since 2016 and would love to get back involved in my community through volunteering for a board. I am a therapist at Edwin Fair Community Mental Health on Devon Street. I appreciate your time and consideration.

Appt. 02.22.21 Vreyp. Term (02.22)

Rec'd 02.08.21

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

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Name:

Charles T. (Tim) Hardin

Address:

2316 S. Silverdale Dr., Stillwater, OK, 74074

Phone:

502-262-5405

E-mail:

cthphd@gmail.com

Date:

02/06/2021

Name of board/committee:

Board of Equalization Adjustment

Why are you interested in serving on this board/committee?

Having lived here in Stillwater for about 4 years, and having made the decision to make Stillwater our forever home, I would like to offer my time to the city. After reading the description of the Board of Equalization, I believe this is a good fit.

Qualifications for serving on this board/committee?:

I have been registered as a professional engineer in the State of Tennessee, but that registration is now in "inactive" since I am no longer practicing in that state. I am a Teaching Assistant Professor in the College of Engineering, Architecture and Technology. My areas of teaching are in the financial and management side of engineering and in ergonomics. I am currently president of Summerlin Homeowner's Association. I also have been president of 2 other HOA's. This experience has given me some insight to both sides of disputes involving bylaws and covenants. I welcome the opportunity to serve the City.

Yes to reaspt.

Rec'd 05.12.22

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

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Name:

Brian Wiles

Address:

2102 S Iba Dr

Phone:

405-762-9701

E-mail:

brian.wiles@usda.gov

Date:

5-10-2022

Name of board/committee:

Board of Adjustment

Why are you interested in serving on this board/committee?:

I wish to increase my civic and volunteer involvement in my community.

Qualifications for serving on this board/committee?:

I currently work as the Oklahoma's Director of Business & Cooperative Programs for USDA Rural Development. I oversee a 400 million dollar portfolio of guaranteed loans in addition to other lending and grant programs. I was previously a commercial loan officer for several local banks. I am also a veteran of the US Army Special Operations and have lived in Stillwater since 1988.

Rec'd 05.09.22

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

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Name:

Jim Rice

Address:

2923 W 25th Ave

Phone:

4058805536

E-mail:

Jim@ArzonDevelopment.com

Date:

5/9/2022

Name of board/committee:

Board of Adjustment

Why are you interested in serving on this board/committee?:

Would like to participate more actively in community

Qualifications for serving on this board/committee?:

Business owner, RE broker, CPA