CITY COUNCIL MEETING AGENDA
JUNE 13, 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 6, 2022		
b.	Approve FY2022-23 labor contract with International Association of Fire Fighters Local 2095	CC-22-112	Christy Driskel
c.	Approve renewal application and issuance of retail fuel dispensing permit for Stillwater Flight Center, Inc. to operate at Stillwater Regional Airport	CC-22-113	Paul Priegel
d.	Approve budget amendment appropriating donation funds of $5,000 from Walmart to Stillwater Fire Department	CC-22-111	Terry Essary
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	CC-22-120	Barbara Bliss
f.	Approve FY22-23 lease with Oklahoma State University for motorcycle and ATV recreation area		Barbara Bliss

g.	Approve FY22-23 lease agreement with Stillwater Trail Riders, Inc. for purpose of operating a motorcycle and ATV recreation area		Barbara Bliss
h.	Approve FY22-23 Renewal of Master Services Agreement with Keystone Engineering to perform engineering services for city transportation projects	CC-22-121	Monty Karns
i.	Approve FY22-23 Renewal of Master Services Agreement with Gose & Associates to perform engineering services for city transportation projects	CC-22-122	Monty Karns

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 to close a portion of the right-of-way at the corner of 10th Avenue and Lowry Street	CC-22-110	Jacqueline Porter

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.	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	CC-22-115	Dawn Jones
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	CC-22-114	John McClenny
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;	CC-22-118	Leah Womack

	• 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)		
d.	Consider recommendation to engage with OMAG for FY22-23 City of Stillwater property and casualty needs in the amount of $549,475	CC-22-119	Melissa Reames

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-2022-17: A RESOLUTION OF THE STILLWATER CITY COUNCIL PROHIBITING THE FLYING OF UNMANNED AIRCRAFT SYSTEMS (UAS) DURING CERTAIN PUBLIC EVENTS ON JULY 1, 2022
b.	RESOLUTION NO. CC-2022-18: A RESOLUTION ESTABLISHING THE STILLWATER REGIONAL AIRPORT RATES AND CHARGES SCHEDULE
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

9. Reports from Officers and Boards

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

a. Miscellaneous items from the City Attorney
   i. Request for 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

c. Miscellaneous items from the City Council

10. Appointments

    a. Stillwater Housing Authority
    b. Library Trust Board

11. Questions and Inquiries

12. Executive Session

    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

    a. No action will be taken on this item.
    b. No action will be taken on this item.
    c. No action will be taken on this item.

14. Adjourn

On 06.09.22 at 4:15, a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S Lewis Street, Stillwater, OK.

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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 3, 2022 AT 8:00 A.M.
AT THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER CITY COUNCIL
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
JUNE 6, 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. PROCLAMATIONS/PRESENTATIONS

a. Rotary Club Centennial

Mayor Joyce read the proclamation expressing gratitude and appreciation to all Rotarians in our city and offering special congratulations to Stillwater Rotary on their centennial. The proclamation was presented to Rotary Club members.

b. Stillwater Tennis Association Donation

President of the Stillwater Tennis Association (STA) Henri Uehara introduced the STA officers and board members that were present at the City Council meeting. He gave a brief history of the STA and thanked the City for their support. Mr. Uehara presented a $5,000 donation to the City to help cover expenses of resurfacing the Couch Park tennis courts.

4. CONSENT DOCKET

a. Approval of May 16, 2022 regular meeting and executive session minutes
b. Approve budget amendment accepting donation of $5,000 from Walmart to Stillwater Fire Department for use in replacing rescue equipment
c. Accept the electric utility easement at 2915 S Husband Street and authorize the Mayor to execute the document
d. Accept utility easement for property located at 2905 S Husband Street and authorize the Mayor to execute the document
e. Approve the Final Plat for Berry Creek West
f. Approve the renewal of the refueling services agreement for City vehicles and equipment with OnCue Marketing L.L.C. for a one year term effective July 1, 2022 and authorize City Manager to sign the agreement
g. Approve the renewal of the HVAC maintenance agreement with B&L Heating & Air Conditioning, Inc. for the Municipal Building and Police Department for a one year term effective July 1, 2022 and authorize City Manager to sign the agreement

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h. Approve the renewal of the service agreement with Sandstorm Cleaning for a one year period beginning July 1, 2022 and authorize City Manager to sign the agreement
i. Approve acceptance of easements as listed below for the Redbud Sewer Project:
    - Powell Family Trust
        - ✓ 124 E. Randolph Court
        - ✓ Temporary Construction Easements - Parcels 10.1, 10.2, 10.3
    - Hosanna Assembly of God
        - ✓ 418 E. McElroy
        - ✓ Permanent Sewer Line Easement - Parcel 1
        - ✓ Temporary Construction Easement - Parcel 1.1
    - 109 Boomer Creek, LLC
        - ✓ 320 E. McElroy
        - ✓ Permanent Sewer Line Easement - Parcel 2
        - ✓ Temporary Construction Easement - Parcel 2.1
    - Ken and Nelda Helt Trust
        - ✓ 121 E. Redbud Drive
        - ✓ Temporary Construction Easement - Parcel 13.1
j. Accept sanitary sewer and stormwater sewer lines at 201 N Knoblock, St. John University Parish
k. Approve renewal of the contract with Marshall Electric for maintenance and repairs to City facilities for a one year period beginning July 1, 2022 and authorize City Manager to sign the contract

MOTION BY VICE MAYOR ZANNOTTI, SECOND BY COUNCILOR CLARK 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.

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

Judy Wolgamott, 1411 N. Grandview Ct., expressed her concerns regarding the proposed AT&T 5G cell tower placement along Manning Street. Ms. Wolgamott stated that she is concerned about the tower ruining the peaceful and serene area, depreciating property values, harming of nature and the negative effects on human health.

6. ITEMS REMOVED FROM CONSENT DOCKET

None.

7. PUBLIC HEARINGS

a. Receive public comment regarding a request for closing of a utility easement at property addressed as 1201 W 6th Avenue

City Planner Jacqueline Porter stated that Stillwater Medical Center requests the closure of a utility easement for property located at 1201 W. 6th Avenue. This easement is located directly to the east of the Cancer Center, which is part of the Stillwater Medical Center campus. Closing of this easement would allow for future development in this area.

Mayor Joyce opened the public hearing.

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

Mayor Joyce closed the public hearing.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR DZIALOWSKI TO CLOSE THE UTILITY EASEMENT FOR PROPERTY LOCATED AT 1201 W. 6TH AVENUE.

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

b. Receive public comment regarding a request for a map amendment to rezone property addressed as 115 E 12th Avenue from Residential Single Family Small Lot (RSS) to Commercial Business (CB)

City Planner Jacqueline Porter stated that the applicant requests a review and approval of a map amendment to rezone the property addressed at 115 E. 12th Avenue from Small Lot Single-Family Residential (RSS) to Commercial Business (CB). The subject property is located on the south side of Stillwater located near the intersection of East 12th Avenue and Lewis Street. The stated use is for commercial retail, which is permitted by right in the CB district.

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

Planning Commission recommended approval 3-0.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTY LOCATED AT 115 E. 12TH AVENUE.

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

c. Receive public comment regarding a request for a map amendment to rezone a portion of the property located at 2810 S Western Road from Small Lot Single Family Residential to (RSS) to Commercial General (CG)

City Planner Jacqueline Porter stated that the applicant requests review and approval of a map amendment to rezone a portion of the property addressed at 2810 S. Western Road from Small Lot Single-Family Residential (RSS) to Commercial General (CG). The subject property is located on the south side of Stillwater across Western Road from the new Park Valley subdivision.

Mayor Joyce opened the public hearing.

Jimmy Hill, 2700 S. Western, spoke in favor of the map amendment.

Marshall Walker, 3705 S. Woodstone Drive, spoke in favor of the map amendment.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval 5-0.

MOTION BY COUNCILOR CLARK, SECOND BY VICE MAYOR ZANNOTTI TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR A PORTION OF THE PROPERTY LOCATED AT 2810 S. WESTERN ROAD.

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

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d. Receive public comment regarding a request for a map amendment to rezone properties addressed as 1924, 1930, and 2002 E McElroy Road from Large Lot Single Family Residential (RLS) to Small Lot Single Family Residential (RSS)

City Planner Jacqueline Porter stated that the applicant requests review and approval of a map amendment to rezone the properties at 1924, 1930 & 2002 E. McElroy Road from Large Lot Single-Family Residential (RLS) to Small Lot Single-Family Residential (RSS). The subject properties are located on the east side of Stillwater near the northwest corner of McElroy Road and Jardot Road. 1924 and 2002 E. McElroy both have residential structures present while 1930 is undeveloped.

Mayor Joyce opened the public hearing.

Larry Roy, stated he is representing his 90 plus year old parents that live at 1819 Linda Avenue. He expressed concern about the increased water runoff and the impact that would have to his parents' property if these lots are developed. Mr. Roy asked that the drainage be studied before developing the property.

Safealdean Alusi, 2002 E. McElroy Road, developer of the property, stated that he wants to improve that area and bring in more houses and create a pretty environment for that area. Regarding Mr. Roy's concerns about water runoff, his engineers said that according to Oklahoma building codes, he cannot add or deduct from that with his development.

Mayor Joyce closed the public hearing.

Planning Commission recommended approval 5-0.

MOTION BY COUNCILOR HAWKINS, SECOND BY COUNCILOR DZIALOWSKI TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION TO APPROVE THE MAP AMENDMENT FOR THE PROPERTIES LOCATED AT 1924, 1930 & 2002 E. MCELROY ROAD.

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

8. GENERAL ORDERS

a. Presentation of request from AT&T to lease city owned property along Manning Street for installation of a 120 foot monopole cell phone tower and associated equipment, and possible action to authorize the City Manager to negotiate a lease

Deputy City Manager Melissa Reames stated that AT&T is requesting a lease on City property to install a 120 foot monopole cell phone tower and associated equipment. Ms. Reames introduced Sandra Robinett with AT&T.

Ms. Robinett introduced Troy Williams with AT&T and he presented an overview of the plan/plot for the AT&T monopole cell phone tower. Mr. Williams stated this pole would be equipped with FirstNet, which in times of emergency allows first responders priority on the network and the pole can also be used by other cell company providers.

Discussion was held amongst staff and City Council. City Attorney Carnley stated that the item on the agenda tonight is for Council to decide if City staff should continue the lease negotiations with AT&T. This item would go through the normal planning process and be brought back to Council for a public hearing and other approvals before a lease is signed and a cell tower erected.

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MOTION BY COUNCILOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO AUTHORIZE CITY MANAGER TO NEGOTIATE A LEASE WITH AT&T FOR LEASE OF PROPERTY ALONG MANNING STREET FOR INSTALLATION OF A MONOPOLE CELL PHONE TOWER AND ASSOCIATED EQUIPMENT.

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

b. Approve bid recommendation for FY 2022-23 landscape maintenance at 21 City owned locations including buildings, downtown, traffic islands, and rights-of-way

Public Works Director Mark White stated that bids were solicited for FY23 for landscape maintenance of 21 City owned locations including buildings, downtown, traffic islands and rights of way. This is an annual bid that has been put in place for the past several years to provide upgraded landscape maintenance for highly visible areas and to reduce the landscape maintenance load on Public Works employees, allowing a focus on higher priority issues. One bid was received from the current landscape maintenance vendor, Cross Timbers Landscape, LLC.

MOTION BY VICE MAYOR ZANNOTTI, SECOND BY COUNCILOR HAWKINS TO AWARD THE BID FOR LANDSCAPE MAINTENANCE TO CROSS TIMBERS LANDSCAPE, LLC IN THE AMOUNT OF $96,887.

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

c. Approve budget amendments appropriating $200,000 in the Aviation Gas for Resale revenue and expenditures accounts for purchase of aviation fuel for Stillwater Regional Airport

Deputy Airport Director Foster Becquet reported that Stillwater Regional Airport (SRA) is a wholesaler of aviation fuel, which is purchased and resold by the Stillwater Flight Center, Inc., SRA's sole fixed based operator. SRA is continuing to see a record number of aircraft operations, which drive fuel sales combined with a continued surge in fuel prices. Staff is projecting to need another $200,000 in the aviation fuel expenditure account to sustain the remaining fiscal year.

MOTION BY COUNCILOR DZIALOWSKI, SECOND BY COUNCILOR CLARK TO APPROVE BUDGET AMENDMENTS INCREASING THE AVIATION GAS FOR RESALE REVENUE AND FUEL PURCHASES EXPENDITURE ACCOUNTS BY $200,000 FOR THE PURCHASE OF FUEL FOR STILLWATER REGIONAL AIRPORT.

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

d. Approve Contract Amendment No. 2 to the professional services agreement with Kimley Horn to add final design, bidding, and construction phase services for new roadway and drainage design of Monticello Drive and total expenditures not to exceed $89,210 as part of the College Gardens water and sewer project

Deputy Director of Projects and Construction Andrew Doerflinger stated that on September 14, 2020, SUA Trustees authorized the General Manager to execute a professional services agreement (PSA) with Kimley & Horn (K&H) to design the College Gardens project. This project included improvements to the water and sewer lines in the area. During planning for FY20 Pavement Management Program, Monticello Drive was included for reconstruction. Mr. Doerflinger reported that K&H was asked to expedite the water and sewer plans along Monticello while City Engineering staff designed the pavement replacement. The water and sewer plan sheets are complete but due to staffing issues, City staff is

unable to complete the roadway and drainage design on Monticello. Staff negotiated Contract Amendment No. 2 with K&H for the final design, bidding and construction phase services for new roadway and drainage design.

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR DZIALOWSKI TO APPROVE CONTRACT AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY HORN TO ADD FINAL DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES FOR NEW ROADWAY AND DRAINAGE DESIGN OF MONTICELLO DRIVE AND TOTAL EXPENDITURES NOT TO EXCEED $89,210 AS PART OF THE COLLEGE GARDENS WATER AND SEWER PROJECT.

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

e. Approve budget amendments appropriating $1,000,000 for health insurance expenditures and a transfer-in of $1,000,000 to the Self-Insurance Fund from the General Fund and SUA funds

Human Resources Director Christy Driskel reported that additional funds are needed in the health insurance account due to expenditures from the health account, several large claims and an overall increase over forecasted claims expenditures. She stated that an additional $1,000,000 is needed through June 30, 2022 and that funding utilizes reallocations from personnel budgets due to vacancies.

MOTION BY COUNCILOR DZIALOWSKI, SECOND BY COUNCILOR HAWKINS TO APPROVE THE BUDGET AMENDMENTS APPROPRIATING $1,000,000 FOR HEALTH INSURANCE EXPENDITURES AND A TRANSFER-IN OF $1,000,000 TO THE SELF-INSURANCE FUND FROM THE GENERAL FUND AND SUA FUNDS.

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

MOTION BY MAYOR JOYCE, SECOND BY COUNCILOR CLARK TO RECESS THE CITY COUNCIL MEETING AND CONVENE STILLWATER UTILITES 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 6:36 p.m. to convene Stillwater Utilities Authority meeting.

Stillwater City Council reconvened at 7:23 p.m.

9. RESOLUTIONS

a. Resolution No. CC-2022-15: A resolution of the City Council of the City of Stillwater concurring with the Stillwater Economic Development Authority's approval of the Redevelopment Agreement, Covenant Agreement, and Escrow Agreement (Assistance In Development Financing Disbursement Agreement) between the Stillwater Economic Development Authority, USA Rare Earth Magnets, LLC, and USA Rare Earth Real Estate, LLC, approving indebtedness of the Stillwater Economic Development Authority in a principal amount not to exceed $7,000,000.00 in tax apportionment obligations; waiving competitive bidding on the issuance of the notes issued in connection with the tax apportionment obligations; authorizing the pledge of apportioned tax increments; and authorizing other matters relating thereto

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR DZIALOWSKI TO ADOPT RESOLUTION NO. CC-2022-15 AS PRESENTED.

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

10. REPORTS FROM OFFICERS & BOARDS

a. Miscellaneous items from the City Attorney:
   i. Request for an Executive Session pursuant to 25 O.S. § 307(B)(4) involving confidential communication between the City Council and City Attorney concerning a pending investigation, claim, or action involving RR Donnelley. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

b. Miscellaneous items from the City Manager:
   - Deputy City Manager Melissa Reames reminded citizens that City Hall's new hours began last week. City Hall is now open 7:30 a.m. to 5:30 p.m. Monday through Thursday and 7:30 a.m. to 11:30 a.m. on Friday. Residents are invited to share feedback on the new schedule by visiting Speakup.stillwater.org and clicking on "City Hall New Hours" project page.

c. Miscellaneous items from the City Council:
   - Councilor Clark reported that the Payne County Health Department is conducting a countywide community health needs survey. The anonymous survey will guide planning and action to improve the health of residents who live, work and play in our community and provide the foundation for improving and promoting good health. The survey can be accessed through the Payne County Health Department's Facebook page or by contacting the health department.
   - Councilor Clark also thanked staff for the work that has been done to have digital packets for the city council meetings.
   - Councilor Hawkins reminded residents that The Enchantment Under the Sea Dance is just around the corner. The family fun event will be at the Stillwater Public Library on Friday, June 17 from 7:00 p.m. to 9:00 p.m. There will be live entertainment, crafts, a bounce house, a snow cone truck and more. Tickets must be purchased ahead of time.
   - Councilor Dzialowski invited residents to Stillwater Community United's annual Juneteenth celebration at Southern Woods Park on Saturday, June 18th from 11:00 a.m. to 1:00 p.m. All community members are invited to gather for free entertainment and activities for the whole family.
   - Vice Mayor Zannotti stated that the City of Stillwater would like to encourage everyone to shop and dine in Stillwater this summer. Every Friday in June is Shop Until Dark. Many retailers and restaurants are staying open later to enjoy the longer days. On June 17, these special hours will coincide with the 3rd Friday Art Walk in Downtown Stillwater.

   i. Discussion about scheduling items for future meetings.

11. QUESTIONS & INQUIRIES

None.

12. EXECUTIVE SESSION

MOTION BY COUNCILOR CLARK, SECOND BY HAWKINS TO ENTER INTO EXECUTIVE SESSION AT 7:29 P.M.

ROLL CALL VOTE: JOYCE-YEA, ZANNOTTI-YEA, DZIALOWSKI-YEA, HAWKINS-YEA, CLARK-YEA.

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NAY-NONE. MOTION CARRIED WITH FIVE YEA VOTES.

a. Confidential communication with the City Attorney concerning a pending investigation, claim, or action involving RR Donnelley.

13. RETURN FROM EXECUTIVE SESSION

MOTION BY VICE MAYOR ZANNOTTI, SECOND BY HAWKINS TO RECONVENE THE REGULAR STILLWATER CITY COUNCIL MEETING AT 8:13 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 with the City Attorney concerning a pending investigation, claim, or action involving RR Donnelley.

No action was taken on this item.

14. ADJOURN

MOTION BY COUNCILOR CLARK, SECOND BY COUNCILOR HAWKINS TO ADJOURN THE JUNE 6, 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 6, 2022 regular meeting of the Stillwater City Council adjourned at 8:13 p.m.

_____ _____

WILLIAM H. JOYCE, MAYOR
STILLWATER CITY COUNCIL

TERESA KADAVY
CITY CLERK

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**IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW,
THE AGENDA WAS POSTED JUNE 3, 2022 AT 8:00 A.M. AT
THE MUNICIPAL BUILDING, 723 SOUTH LEWIS, STILLWATER, OKLAHOMA**

MINUTES
STILLWATER CITY COUNCIL
EXECUTIVE SESSION
COUNCIL HEARING ROOM
723 S. LEWIS
STILLWATER, OK 74074
JUNE 6, 2022
7:29 P.M.

PRESENT: **MAYOR WILLIAM H. JOYCE, VICE MAYOR ALANE ZANNOTTI AND COUNCILORS AMY DZIALOWSKI, CHRISTIE HAWKINS AND KEVIN CLARK**

ABSENT: **NONE**

a. Confidential communication between the City Council and City Attorney concerning a pending investigation, claim, or action involving RR Donnelley. It is the opinion of the City Attorney that disclosure of this matter will seriously impair the ability of the City Council to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

Discussion was held concerning a pending investigation, claim, or action concerning a pending investigation, claim, or action involving RR Donnelley regarding to 25 O.S. §307 (b)(4).

The Executive Session concluded at 8:13 p.m.

_____ _____

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

DRAFT

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 13, 2022

Agenda Item:	4b. CC-22-112
Background / Issue:	• February 10, 2022 the International Association of Fire Fighters Local 2095 issued a letter requesting to begin negotiations. • The City and IAFF representatives began negotiation meetings on March 23, 2022. • The following changes were approved by IAFF membership for the upcoming collective bargaining agreement: ✓ 2.4% across-the-board salary adjustment; ✓ addition of Juneteenth as an official holiday; ✓ change from 18 months to 12 months for initial probationary period; ✓ increase cap of comp time from 144 to 240 hours; ✓ increase annual accrual of sick leave for shift personnel from 144 hours to 168 hours; and ✓ wording changes and clarifications to a few additional articles. • The agreement was taken to IAFF for a vote of the membership. Membership voted yes on the contract on May 19, 2022.
Financial Impact/Funding Source(s):	Budget amendments are attached reflecting the transfer in and appropriation of $150,000 from Stillwater Utilities Authority to cover the increased cost of the 2022-2023 IAFF labor contract.
Proposal/Solution:	Approve the collective bargaining agreement with IAFF 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:	Motion to approve the collective bargaining agreement with IAFF 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.
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 (Transfer in & Expenditure)

The City of Stillwater OKLAHOMA

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: 06/02/2022

Department: City Manager's Office **Requested by:** Christy Driskel CC-22-112

Explanation:

Transfers In
Transfer from the SUA Operating Fund to cover the FY23 International Association of Firefighters Local #2095 Contract.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	GF / Transfers In	1010000 - 61000		$ 17,257,518	$ 150,000	$ 17,407,518
		-				$ 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: Shelley Stamo CC **Date:** 6/2/22

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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The City of Stillwater OKLAHOMA

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: 06/02/2022

Department: City Manager's Office **Requested by:** Christy Driskel CC-22-117

Explanation:

Expenditures:
Appropriate additional funds for the FY23 International Association of Firefighters Local #2095 Contract.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Full Time	1016510 - 51001		$ 5,824,212	$ 129,900	$ 5,954,112
	Social Security	1016510 - 51021		$ 107,370	$ 1,900	$ 109,270
	Pension Benefits	1016510 - 51031		$ 883,791	$ 18,200	$ 901,991
		-				$ 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: Shelley Johnson **Date:** 6/2/22

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: JUNE 13, 2022

Agenda Item:	3c. CC-22-113
Background / Issue:	• Retail fuelers must apply annually for a fuel dispensing permit as required by the City of Stillwater/Stillwater Regional Airport fueling ordinance. • The permit for Stillwater Flight Center, Inc. expires June 30, 2022. SFCI, Inc. has operated as a retail fueler at Stillwater Regional Airport for more than 30 years in good standing.
Proposal/Solution:	• Airport staff has received a request for renewal of the retail fueling permit for FY2022-23. All required documentation has been submitted to the airport administrative office and the applicant meets the requirements of the ordinance.
Financial Impact/Funding Source(s):	• SFCI purchases fuel from SRA and sales nearly 500,000 gallons of fuel per year to the airport users. • The purchase of this fuel specifically nets the airport approximately $90,000 per year in revenue via a per-gallon flowage fee.
Related Strategic Priority:	Strategic Priority #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 the renewal application and issuance of a retail fuel dispensing permit to SFCI, Inc. for FY22-23.
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

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 13, 2022

Agenda Item:	4d. CC-22-111
Background / Issue:	• Walmart awards grants to organizations within the community that directly benefits the service area of that particular store location. • Grant awards range from $250 to $5,000.
Proposal/Solution:	• Stillwater Fire Department has been awarded a grant from Walmart in the amount of $5,000.00 to be spent on public safety.
Financial Impact/Funding Source(s):	• The award will be used to purchase safety equipment to replace outdated equipment that has reached the end of its life span.
Related Strategic Priority:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service. #3 Safe Community: To promote a safe and secure community for all residents through equitable services, enhanced relationships, and responsive care.
Recommended Action/Motion:	Motion to approve budget amendments appropriating grant funds in the amount of $5,000 for the purchase of safety equipment.
Prepared By:	Terry Essary, Fire Chief
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	Budget Amendments

The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2022

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

Office: 405.372.0025
Web: stillwater.org

Date: 05/23/2022 BA.1322

Department: Fire **Requested by:** James Holly CC-22-111

Explanation:

Revenues:
Increase the revenue projection to include a grant received for Project 37A from Walmart.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Project 37A Grant	1016510 - 43000	22FD03101	$ 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) $ 5,000

Reviewed by Department Manager: Jim Ensey **Date:** 5-23-22

Reviewed by Finance: Shelley Johnson CC **Date:** 5/23/22

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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The City of Stillwater OKLAHOMA

Budget Amendment Request

For Budget Year 2022

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

Office: 405.372.0025
Web: stillwater.org

Date: 05/23/2022

Department: Fire **Requested by:** James Holly CL-22-111

Explanation:

Expenditures:
Appropriate additional funds for a grant received for Project 37A from Walmart.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Project 37A Grant	1016510 - 53045	22FD03101	$ 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) $ 5,000

Reviewed by Department Manager: _____ **Date:** 5-23-22

Reviewed by Finance: _____ **Date:** 5/23/22

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: JUNE 13, 2022

Agenda Item:	3e. CC-22-120
Issue:	The City has agreements with various entities that require renewal for FY22-23: • Payne County Youth Services Agreement $15,000 • Project Heart Lease Agreement • Tiny Paws Kitten Rescue, Inc. Lease Agreement • Stillwater History Museum, Inc. $30,000 • Lake McMurtry Friends, Inc. Operations Agreement $180,000 • Henderson Golf Management, LLC Operations and Maintenance Agreement $120,000 • Stillwater Area Sports Association Operations Agreement $216,000
Financial Impact/Funding Source(s):	Funding for all agreements is budgeted for FY 2022-23.
Strategic Plan Alignment:	#1 Effective services & Accountable Government: To provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency and outstanding customer service. #5 Quality of Life: To develop partnerships that create a high quality of life with equal access to services and amenities; strong and connected neighborhoods; and a healthy economy and business atmosphere that align with community values.
Recommended Action/Motion:	Motion to renew agreements for FY 2022-23 as listed above.
Prepared By:	Barbara Bliss, Community Resources Director
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 13, 2022

Agenda Item:	3h. CC-22-121
Prior Council Action/Related Items:	CC-20-45
Issue:	• March 9, 2020 City Council approved a Master Services Agreement (MSA) with Keystone Engineering to perform on-call land surveying services to assist City engineering. • The MSA allows for services to be performed on individual projects at a pre-determined hourly rate. • The agreement was for one year with an option for two one year extensions. • The second, and final extension, is for the term beginning July 1, 2022 and ending June 30, 2023.
Solution:	Extend the MSA with Keystone Engineering for FY22-23.
Financial Impact/Funding Source(s):	• There is no financial impact associated with renewing the contract. Task order funding for a project will be established per City purchasing requirements.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	Motion to approve the extension of the Master Services Agreement with Keystone Engineering for FY22-23.
Prepared By:	Monty Karns, Director City Engineering
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager

REPORT TO: CITY COUNCIL

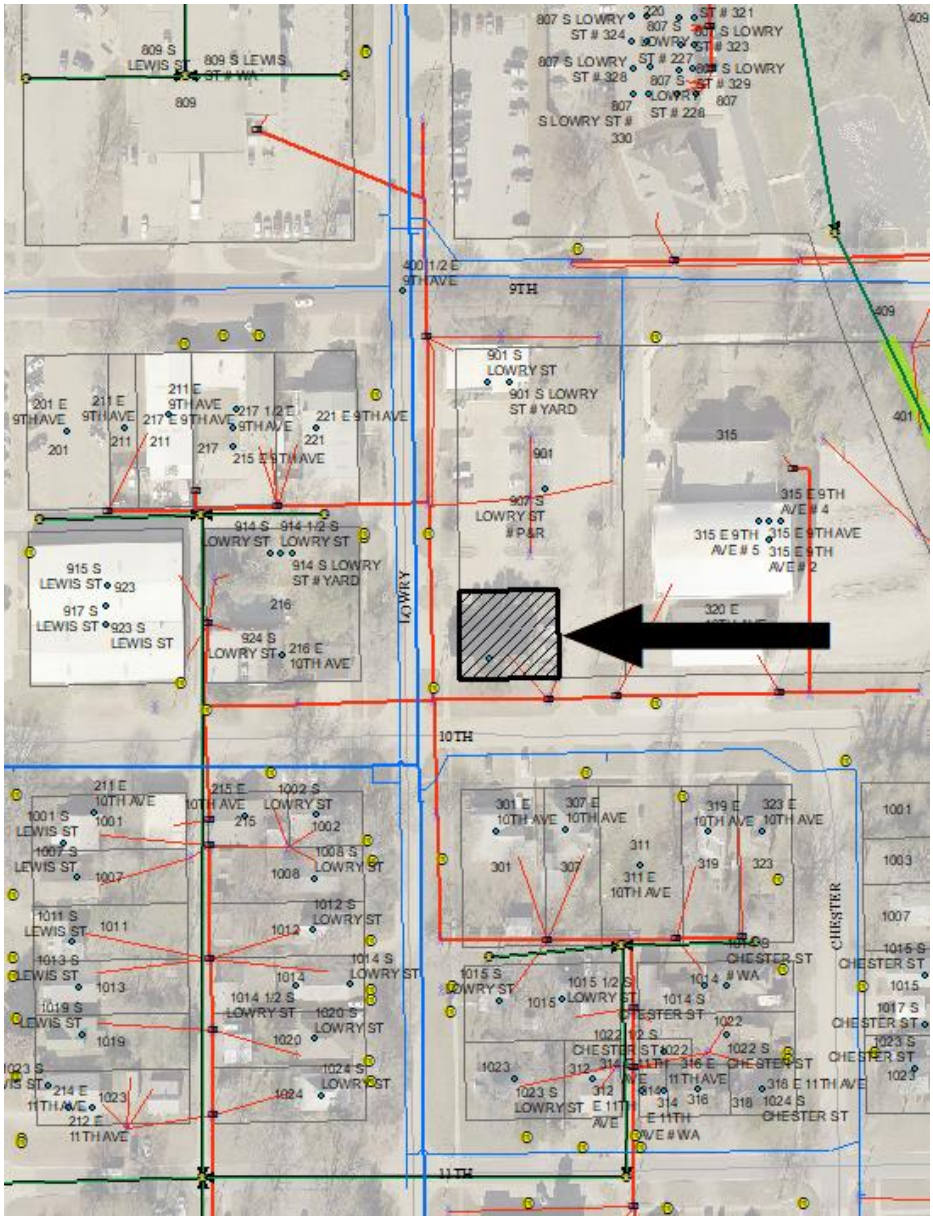
MEETING DATE: JUNE 13, 2022

Agenda Item:	3i. CC-22-122
Prior Council Action/Related Items:	CC-20-43
Issue:	• March 9, 2020 City Council approved a Master Services Agreement (MSA) with Gose and Associates to perform on-call engineering services to assist City engineering. • The MSA allows for services to be performed on individual projects at a pre-determined hourly rate. • The agreement was for one year with an option for two one year extensions. The second and final extension is for FY22-23.
Solution:	Extend MSA with Gose and Associates for FY22-23.
Financial Impact/Funding Source(s):	There is no financial impact associated with renewing the agreement. Task Order funding for a project will be established per City purchasing requirements.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	Motion to approve the extension of the Master Services Agreement with Gose & Associates for FY22-23.
Prepared By:	Monty Karns, Director City Engineering
Reviewed By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 13, 2022

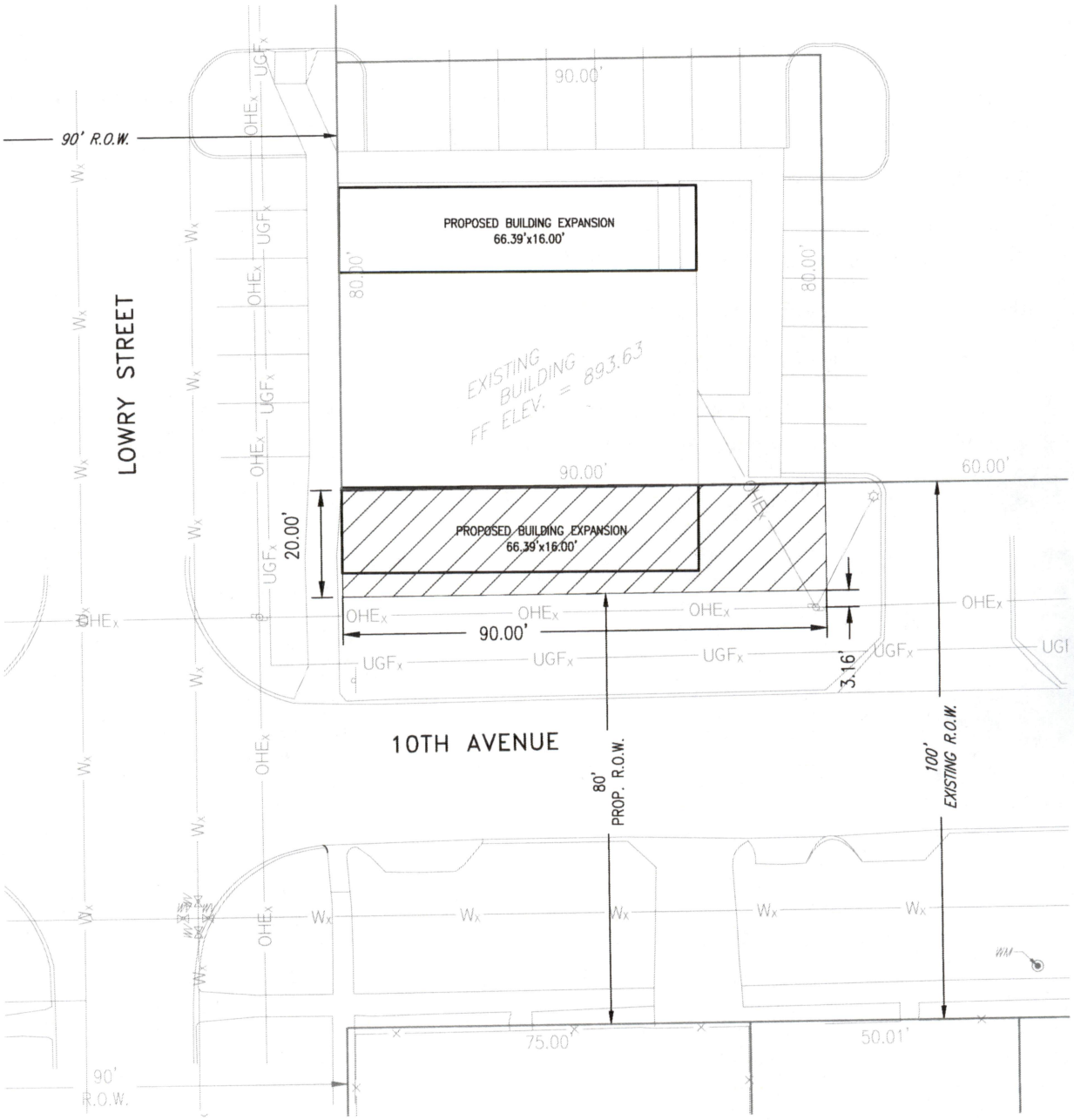
Agenda Item:	7a. CC-22-110
Prior Council Action/Related Items:	Memo to set Public Hearing
Background / Issue:	• Keystone Engineering & Surveying requests the closure of a portion of the right-of-way approximately 18,000 square feet or .04 acres in order to allow for building expansion. • The right-of-way is located directly to the south of the current building at the corner of 10th Avenue and Lowry Street.
Proposal/Solution:	• Staff recommends closing the right-of-way as requested.
Financial Impact/Funding Source(s):	• There is no known impact to the City budget.
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.
Recommended Action/Motion:	Motion to close a portion of the right-of-way as requested at the corner of 10th Avenue and Lowry Street.
Prepared By:	Jacquelyn Porter, City Planner
Reviewed By:	Joshua Brown, Project Manager Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager
Attachment(s):	Area Map Survey Closure Exhibit



N
W E
S

The City of Stillwater OKLAHOMA

Project Type: Closing (CL22-02)
Request: Closing part of the ROW to accommodate a proposed building expansion.
Address: 923 S Lowry St
Applicant: Keystone Engineering & Surveying



LEGEND

PROPOSED R.O.W. CLOSING

N

DRAWN BY	DATE
AJF	03/22
SCALE	SHEET
1"=30'	CF101

KEYSTONE ENGINEERING

923 S LOWRY ST
STILLWATER, OK

RIGHT-OF-WAY CLOSING

Keystone Engineering
and Land Surveying, Inc.

923 SOUTH LOWRY STREET
POST OFFICE BOX 436
STILLWATER, OK 74076

PHONE: (405) 743-3355
FAX: (405) 743-3933
CA #5877 EXP: 6/30/2023

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REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 13, 2022

Agenda Item:	7c. CC-22-115
Issue:	• The current City of Stillwater website platform is outdated and limits the ability to provide up-to-date/modern online services. • The current site was last updated in 2016. • The City of Stillwater intends for the new website platform to include more pathways for customer service and increased citizen engagement opportunities. • The new platform must also provide: ✓ Agenda/meeting manager; ✓ Online job applications; ✓ Park and Recreation organizer for reservations, event tickets and secured payment options; and ✓ Built-in development software that provides customization of forms, surveys, and web applications.
Solution:	• City staff solicited competitive proposals from qualified companies for the re-design, development and implementation of a new City of Stillwater website. Ten proposals were received. Following submission of proposals, three qualified providers were selected. • The top three then presented demonstrations and were interviewed by a committee that included members of IT, Communications, City Manager's Office, and Public Safety. • The committee unanimously selected CivicPlus based on the company's more robust, feature-rich solutions, and they were the only vendor that met all requirements.
Financial Impact/Funding Source(s):	Funding for the new website was included in the FY22/23 Communications budget. The proposal provided by CivicPlus totals $106,464 for the first year, which includes

	development and implementation expenses in addition to the annual hosting expense. Each year afterwards is approximately $50,000 for website maintenance.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service. #6 Engaged & Invested Residents: To encourage participation and an understanding of government through outreach and inclusive initiatives that inspire trust and pride in local government.
Recommended Action/Motion:	Motion to select 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.
Prepared By:	Dawn Jones, Director of Communications Brad Stewart, Director of IT
Reviewed By:	Melissa Reames, Deputy City Manager Patti Osmus, Assistant to City Manager
Submitted By:	Norman McNickle, City Manager

HOSTED WEBSITE SERVICES

CITY BID #19-21/22

The City of Stillwater, Oklahoma

Presented by:

Hector Ortega, Account Executive

CIVICPLUS

April 13, 2022

City Clerk
City of Stillwater
723 South Lewis Street
Stillwater, OK 74076

RE: Hosted Website Services - City Bid #19-21/22

Dear Selection Committee:

Stillwater is looking for a partner to provide a high level of services and solutions to update your website and online presence through outstanding design, development, implementation, hosting, and support. You want to provide citizen-focused information in a format that is not only attractive, but intuitive and easy to navigate for all of your public, including citizens, visitors, and businesses.

Every interaction between a member of your community and your local government is an opportunity to create a positive civic experience. At CivicPlus, LLC (CivicPlus), our mission is to help make local governments work better. To do that, we build technology solutions to empower you and your staff to create digital interactions that are personalized, frictionless, and expedited. In fact, we are the only vendor that can meet a community exactly where they are at in their citizen experience journey with our portfolio of solutions and services.

We are proposing the following solutions and services to aid Stillwater in achieving your goals:

CivicEngage® Central Content Management System (CMS)

With CivicEngage Central (CivicEngage), Stillwater won't simply be getting a website—you'll also obtain the tools to build a trusted and long-term relationship between you and your citizens. Your new site will be developed on the most robust and flexible CMS available. CivicEngage is an easy-to-use suite of cloud-based tools, yet flexible, and powerful with intuitive navigation for your citizens and easy-to-use administration for your staff. True live editing and training is included so your staff can be efficient on day one, and we'll continue to support you after launch.

- Responsive design that is available to your citizens from anywhere on any device
- Comprehensive suite of time-tested modules and tools tailored to the functionality you need most
- Hands-on migration of existing content by our team of experts

CivicRec® Recreation Management System

CivicRec strives to provide recreation departments and their customers (the public) with a modern, intuitive interface that is powerful, well-managed, and actively supported. With the CivicRec RMS, your staff will have an easy-to-use suite of cloud-based tools that will simplify the way your staff works while creating an engaging experience for your citizens. CivicRec offers:

- Unlimited user licenses
- Access to all CivicRec modules
- Ongoing software updates

CivicClerk® Agenda Management System

CivicClerk is a robust, flexible, and easy-to-use suite of cloud-based tools built specifically for local governments entities, like Stillwater, to help you completely transform your agenda and meeting management process. By partnering with CivicPlus, you'll be able to:

- Leverage tools such as cross-departmental teams and flexible workflows to collaborate on agenda items
- Tailor user access with custom permission settings
- Ensure internal transparency and accountability using built-in audit trails, task tracking, and versioning
- Effortlessly create and distribute meeting materials to citizens, internal users, and elected officials

CivicOptimize® Productivity Digital Transformation & Optimization Solution

Productivity is a low-code application development (LCAD) mobile platform. LCAD allows your technical and non-technical teams to create efficiency-centric apps, including digital forms, hosted cloud infrastructure, Internet of Things (IoT) connectivity, and performance monitoring capabilities. You can also develop custom integrations between your favorite CivicPlus solutions. Productivity provides the ability to:

- Shift public services from standardized and manual to personalized and automated
- Build and deliver custom forms and workflows created by non-technical staff members
- Create custom business solutions and mobile apps for a specific purpose or engagement
- Deploy Public Works Assignments (PWAs) with custom branding and design

CivicHR® Human Resources Management System

Stillwater's Human Resource Management System should offer an intuitive way to quickly and efficiently populate information, while also including the latest innovations in government functionality that top candidates will seek to use when applying for your career opportunities. CivicHR offers:

- Applicant Tracking System
- Employee Onboarding Module
- Performance Management Module
- Solutions to meet compliance requirements, manage high volumes of job applications, and source and screen for qualified, civic-minded candidates

Stillwater can maintain peace of mind with a continued partnership. Our award-winning Technical Support team is available 24/7/365 to help you get the most out of your solutions. By utilizing the tools we can help you put in place, you'll be able to inform and empower your citizens and staff in more efficient ways. Easier for you, easier for them.

CivicPlus welcomes the opportunity to discuss our proposed solutions for Stillwater. Please reach out to me and I would be happy to schedule time for Stillwater to meet with myself and my colleagues, who represent the other product solutions proposed herein, to answer any questions you may have about partnering with CivicPlus.

Sincerely,

HECTOR ORTEGA
Account Executive
hector.ortega@civicplus.com
785.370.7811

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HOSTED WEBSITE SERVICES
CITY BID #19-21/22

A. Project Elements Table

A. PROJECT ELEMENTS TABLE

Features/Components

City of Stillwater Hosted Website Services			
Performance Environment			
Yes/No Response is Required (Blank cells will be considered as services not available)			
	FeatureComponents	Yes/No	Comments
Responsive Web Design			
1	Fully mobile responsive design	Yes	Your CivicEngage Central site will be built using a fully responsive web design. All information on the site is available, with the same functionality across desktops, smartphones, tablets and laptops.
2	The site automatically adjusts to screen size of all devices	Yes	We comply with this requirement.
3	Screen scalability must accommodate forms, calendars, etc.	Yes	We comply with this requirement.
Activities			
1	Create classes	Yes	CivicRec's current functionality allows for the creation of several types of activities including leagues, programs and classes, memberships, events, drop in programs, camps and after school programs, and ticketed events.
2	Online class registration	Yes	CivicRec offers the ability to take both online and in-house registrations for classes.
3	Email registration confirmation	Yes	All customers who complete a transaction, either online or in person, will receive an email with their receipt and any other attachments associated with that transaction.
4	Class size management	Yes	CivicRec allows for the setting both minimum and maximum class sizes.
5	Online class schedules	Yes	CivicRec allows for the schedule of any program to be advertised online prior to a customer registering.
6	Online ticket sales	Yes	CivicRec allows for the sale of ticketed events. At the end of the registration process, the customer will receive their tickets at the bottom of their receipt. Tickets are single use tickets and, therefore, cannot be shared with other people.

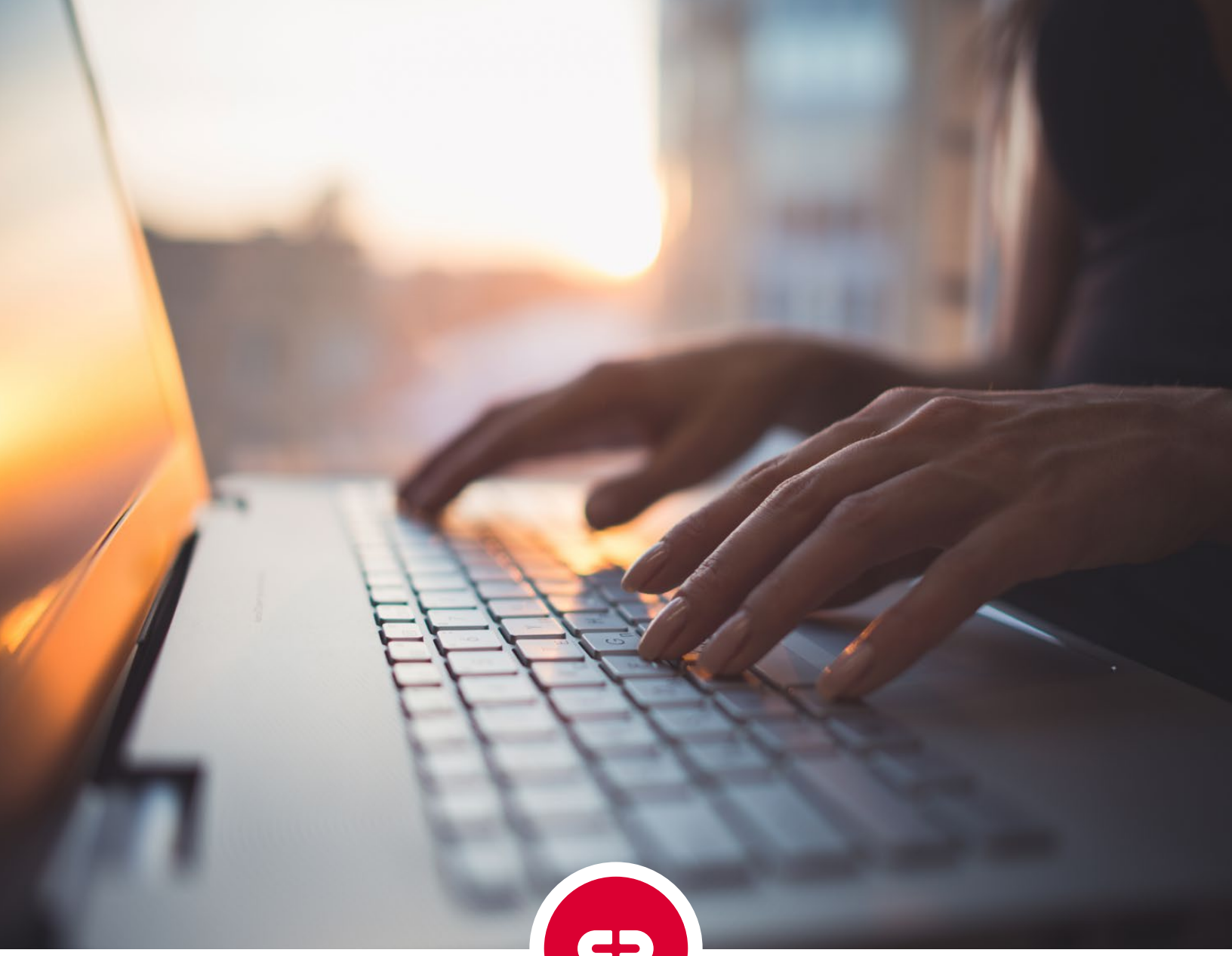
Agenda Management			
1	Create meetings/activities agendas	Yes	CivicClerk is an agenda and meeting management software which easily creates and post agendas.
2	Data upload/download functions	Yes	Usersof CivicClerk may upload directly or via integration with OneDrive or via integration with Google Drive. Documents can be readily downloaded as well.
3	Agendas and document categorization	Yes	CivicClerk supports this function.
4	Approve and manage agendas and correlating documents	Yes	CivicClerk has a robust workflow process. Users may view and manage all item attachments easily and approve items from a unified page within the agenda.
Alerts & E-Notifications			
1	Billboard display of alerts	Yes	CivicEngage Central includes the Alert Center module which will show a banner at the top of all your pages, just a department and it's pages, or just the home page. Site Visitors can subscribe to those alerts by way of email and/or text message in NotifyMe. In addition, you can also create a "splash screen" that is completely customizable.
2	Online registration for alerts and announcements	Yes	CivicEngage Central includes Notify Me which complies with this requirement.
3	Programmed dissemination of alerts and announcements	Yes	CivicEngage Central includes Notify Me which complies with this requirement.
4	Alerts and announcements deliverable by email or short message service (Text)	Yes	CivicEngage Central includes Notify Me which complies with this requirement.
5	News, announcements, alerts and updates are posted to pages based on category	Yes	CivicEngage Central includes Notify Me which complies with this requirement.
Archive Center			
	Store and safeguard important documents, agendas, meeting minutes, newsletters and files	Yes	Documents are uploaded into the document center and assigned a unique URL. If the document has an update, you can replace the document, keeping the same URL. The old version is held in the Archive of the system and can be deleted upon your approval. No need to change links when the document is updated. Pages maintain their relative URL regardless of where they are located within the site map and can be locked down with permissions.
Browser Based Administration			
	Develop, edit, update and publish content from any device with internet access	Yes	Your CivicEngage Central site will be built using a fully responsive web design. All information on the site is available, with the same functionality across desktops, smartphones, tablets and laptops.

Calendar			
1	Develop, edit, update and publish departmental calendars	Yes	CivicEngage Central includes a calendar module which complies with this requirement.
2	An all events calendar	Yes	CivicEngage Central includes a calendar module which complies with this requirement.
3	Searchable by event or topic categories	Yes	CivicEngage Central includes a calendar module which complies with this requirement.
Content Scheduling			
	Programmable publishing and posting expiration dates and times	Yes	We comply with this requirement.
Departmental Homes Pages			
	Dedicated departmental pages utilizing the City's standardized website formatting	Yes	CivicEngage Central offers flexible options for Department Headers. Department Headers follow the same layout as the main site, but could have different color schemes and graphics. We have included three department header packaged within your scope of work.
Document Center			
1	The ability to upload and download files	Yes	We comply with this requirement.
2	The ability to search published documents	Yes	We comply with this requirement.
3	The ability to search un-published documents	Yes	We comply with this requirement.
Facility Management			
1	Listing of city owned facilities with location map	Yes	CivicRec has the ability to display an interactive facility map with rentable locations for each location within the system. Hyperlinks to a google map or directional map may be placed in the description of each location and/or facility.
2	Searchable with filters	Yes	CivicRec allows the customers to search by the dates of availability, locations, and facility tags which can be used to filter a facility by distinguishing features such as "includes a kitchen" or "near a playground."
3	Provide information on the meeting/event spaces capacities, services and amenities	Yes	CivicRec allows the staff to enter in whatever information they would like to display in the description of the location and/or facility. These can include the requested items of capacities, services, and amenities.
4	Online facility reservations	Yes	CivicRec offers the ability to make both online and in-house facility reservations.
Frequently Asked Questions			
	The ability to categorize frequently asked question (FAQ) by department, page or content	Yes	CivicEngage includes an FAQ module which complies with this requirement.

Intranet/Extranet			
	Secure pages with login	Yes	Intranet pages are protected through Group Administration. Those groups are given access to View Intranet content through specific permissions (like the Author, Owner and Publisher editing permissions). Users can be added to those groups through User Administration and can be set to either “Front End” groups (intranet) or “Back End” groups for editing the website.
Levels of Rights or Permissions			
	The designated system administrator(s) establishes individual users’ website rights	Yes	Levels of Rights may be defined as publishers (create or publish) or authors (create but not publish), or as administrators of modules. Assigned groups may have the right to update their own content without affecting web pages, menu structure, top of page, banner or navigation.
Live Chat			
	Real-time support tool available in pop-up window when users select the chat window feature	Yes	Our chatbot provides a unique AI experience and is self-learning. Additionally, it has the ability to understand different languages and provide an answer to the end user in that same language.
Live Edit			
	Develop, edit, update and move content directly on the front end often site without the need w write utilize Hypertext Markup Language (HTML) or Cascading Style Sheets (CSS) code	Yes	The CivicEngage Central WYSIWYG editor allows non-technical users the ability to easily update any portion of your website instantaneously with text editing tools similar to Microsoft Word and simple drag-and-drop functionality. The CivicEngage Central CMS makes it easy to add new content, edit old content, and keep page layout consistent through use of our WYSIWYG editor. The page content creation functionality is separate from the overall design of the site; the content will reflect font sizes and styles associated with the various heading levels and content types. HTML tags are automatically added as widgets or modules are dropped into any page.
Multilingual Support			
	Allows for the use of Google Translate or similar neural machine translation services	Yes	We comply with this requirement.
Online Forms and Surveys			
1	Able to create unlimited customized forms	Yes	With CivicOptimize, you will have the ability to create unlimited forms. Additionally, you can create custom web apps.
2	The ability to track and export for community feedback	Yes	With CivicOptimize, you have the ability to track form responses as soon as they are submitted.

Online Job Postings and Application			
1	Allow applicant to create an online profile	Yes	With our CivicHR solution, we comply with this requirement.
2	fillable online application	Yes	With our CivicHR solution, you are able to have a fillable online application.
3	Able to attach additional documents	Yes	With our CivicHR solution, you are able to attach additional documents.
4	Able to submit a job application and document in the job posting portal	Yes	With our CivicHR solution, we comply with this requirement.
Online Payments			
1	The ability to accept secure online transactions payments	Yes	We comply with this requirement.
2	Automatic payment confirmation via email or text message	Yes	We comply with this requirement.
Image Center			
	Store images in a central location on the website	Yes	We comply with this requirement.
Printable Pages			
	Print-friendly function	Yes	We comply with this requirement.
Request Tracking			
1	Citizens can submit online work/service requests	Yes	CivicEngage Central has a Citizen Request Tracker module which complies with this requirement.
2	Automated workflow sequencing to correct department and individual	Yes	We comply with this requirement.
3	Exportable statistics and reports	Yes	We comply with this requirement.
Request for Proposal/Quotes Bid Postings			
	Allows for easy posting of bid solicitations to the site	Yes	CivicEngage Central includes a bid postings module which complies with this requirement.
Rotating Photos/Banners			
	Slideshow function with photographs and graphics (including file types - jpeg, jpg, png)	Yes	We comply with this requirement.
Really Simple Syndication (RSS)			
	Registration by department or category	Yes	We comply with this requirement.
Sharing Capability			
	Links to share content via email and social media on every page	Yes	We comply with this requirement.
Site Search			
	Internal site search engine and log of search	Yes	We comply with this requirement.

Site Statistics			
	Analytics and site audit reports	Yes	We use Google Analytics to accomplish this functionality.
Sitemap & Breadcrumbs			
	Automatically generated and updated sitemap and breadcrumbs	Yes	We comply with this requirement.
Social Media Interface			
	Display social media feeds	Yes	Using our HTML widget, social media feeds can easily be embedded.
Staff Directories			
	Ability to search the site for staff department contact information	Yes	CivicEngage includes a staff directory module which complies with this requirement.
Third Party Integration			
	Ability to integrate third-party applications	Yes	More discovery is needed to ensure the ability with specific vendors and actions, but we do integrate with various third party applications.
Training			
	Online training tools available for staff to access training resources	Yes	During implementation, content managers will be fully trained on the solution(s). Additionally, there is an online self-help center that is maintained by our support team.
Single Sign-On Integration			
	Authentication through Windows Active Directory	Yes	We comply with this requirement.
Unique Department Home Page			
	The ability for departments, associated organizations to have a unique separate designs and Uniform Resource Locators(URL)	Yes	CivicEngage Central offers flexible options for “sub-sites”. Using CivicPlus language a Sub-site could have a completely different layout and color scheme from the main site. Alternatively, Department Headers follow the same layout as the main site, but could have different color schemes and graphics. This is your option.
Platform Technical Support			
	A technical support representative is available 24/7	Yes	We comply with this requirement.



HOSTED WEBSITE SERVICES
CITY BID #19-21/22

B. Respondent Information

B. RESPONDENT INFORMATION

Respondent's Exact Legal Name: CivicPlus, LLC

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: Kansas

Type of Legal Entity: (check one)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Limited Partnership
- ☒ Limited Liability Company
- ☐ Limited Liability Partnership
- ☐ Other: _____

Address: 302 S. 4th Street, Suite 500, Manhattan, Kansas, 66502
Street City State Zip Code

Website Address: civicplus.com

Email Address: bids@civicplus.com

Sales Contact:	Legal or Alternate Contact:
Name: Hector Ortega	Name: Amy Vikander
Street: 302 S. 4th Street, Suite 500	Street: 302 S. 4th Street, Suite 500
City: Manhattan	City: Manhattan
State: Kansas	State: Kansas
Phone: 785.370.7811	Phone: 888.228.2233
Fax: 785.587.8951	Fax: 785.587.8951
Email: hector.ortega@civicplus.com	Email: bids@civicplus.com

C. QUALIFICATIONS & REFERENCES

Please provide a short description of the Respondent's qualifications to provide the requested services and any relevant experience.

Having a company that is dedicated to web solutions for government is key for your project's success, both initially and through the upcoming years. CivicPlus, headquartered in Manhattan, Kansas in the middle of the United States, has more than 550 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 7,500 clients with over 100,000 users and over 340 million visitors (and counting!). We deliver the industry's first and only Civic Experience Platform. It enables local governments to drive more revenue, operate more efficiently, and generate positive recognition for the many services they provide every day. CivicPlus can meet your project elements, with the following solutions: CivicEngage, website design and hosting solution; CivicRec, parks and recreation management software; CivicClerk, agenda and meeting management; CivicHR, human resource management; and CivicOptimize , digital transformation and optimization solution.

Please provide three professional references:

Company Name:	Carthage, Missouri
Contact Name:	Mark Peterson
Address:	326 Grant Street, Carthage, MO 64836
Phone Number:	417.237.7035
E-mail Address:	m.peterson@carthagemo.gov
Nature of Relationship with Bidder:	Current Customer - CivicPlus Products: CivicEngage, CivicClerk, CivicRec

Company Name:	Tavares, Florida
Contact Name:	Susie Novack
Address:	201 E. Main Street, Tavares, FL 32778
Phone Number:	352.742.6279
E-mail Address:	snovack@tavares.org
Nature of Relationship with Bidder:	Current Customer - CivicPlus Products: CivicEngage, CivicClerk, SeeClickFix

Company Name:	Napa, California
Contact Name:	Jaina French
Address:	955 School Street, Napa, CA 94559
Phone Number:	707.758.7843
E-mail Address:	jfrench@cityofnapa.org
Nature of Relationship with Bidder:	Current Customer - CivicPlus Products: CivicEngage, CivicRec

D. FEE PROPOSAL

Vendor guarantees the price stated below for ninety (90) days from proposal due date and for the duration of the contract, if awarded. This proposal will become a binding contract only after acceptance by City of Stillwater and the successful vendor. Any contract entered as a result of this RFP shall be for the term of one year with options to renew for four additional one-year terms subject to non-appropriations. Anticipated agreement to begin concurrent with the City's new fiscal year beginning July 1, 2022.

City of Stillwater Hosted Website Services

Fee Quote for Hosting, maintenance and Support Services

		Cost
Start-up	Initial Design and Implementation **(One-Time Expenditure)**	$66,742.00
Year one (1)	Hosting, Maintenance and Support Services	$39,722.00
Year Two (2)	Hosting, Maintenance and Support Services	$52,963.00
Year Three (3)	Hosting, Maintenance and Support Services	$54,551.89
Year Four (4)	Hosting, Maintenance and Support Services	$56,188.45
Year Five (5)	Hosting, Maintenance and Support Services	$57,874.10

Optional Features or Services	
Feature or Service Description	**Annual Cost**
None	

Respondent's Company Name: CivicPlus, LLC

Authorized Signature Here ▸ Amy Vikander

Printed Name: Amy Vikander

HOSTED WEBSITE SERVICES

CITY BID #19-21/22

CivicPlus Qualifications

CivicPlus Overview

At CivicPlus, we have one goal: to empower the public sector to accomplish impactful initiatives using innovative solutions that save them time while connecting them to the citizens they serve. We began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our customers, including solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, talent management, 311 and citizen relationship management, codification, and licensing and permits.

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with municipal leaders and provide them with solutions that will serve their needs today and well into the future.

Primary RFP Contact

Hector Ortega, Account Executive
E: hector.ortega@civicplus.com
P: 785.370.7811

Company Headquarters

302 S. 4th Street, Suite 500
Manhattan, KS 66502
TF: 888.228.2233 | Fax: 785.587.8951
civicplus.com

7,500 +

local government customers across the United States and Canada

20 +

years of experience with a focus to help local governments

550 +

employees, many with experience in local government

Recognition

11-time Inc. 5000 Honoree

govtech.com/100

Technical Support

Recognized with multiple, global Stevie® Awards for sales and customer service excellence

Civic Experience Platform

Developed specifically to enable municipalities to deliver consistently positive interactions across every department and every service, the Civic Experience Platform includes technology innovations that deliver frictionless, one-stop, and personalized citizen interactions. Local governments that leverage our Civic Experience Platform also benefit from:

- Single Sign-On (SSO) to all of your CivicPlus products supporting two-factor authentication and PCI Level password compatibility
- A single dashboard and toolbar for administrative access to your CivicPlus software stack
- Access to a continually growing and fully documented set of APIs to better connect your administration's processes and applications
- A centralized data store with robust data automation and integration capabilities

CivicPlus Portal

CivicPlus Portal enables citizens to stay informed on topics of interest in your community, strengthening your multi-channel citizen communication goals.

With a single username and password, citizens can personalize their communication preferences, learn about upcoming events, quickly pay bills and submit service requests. The result is more informed citizens and fewer phone calls, walk-ins, or emails to your department asking administrative or support questions.

Citizen Benefits

- Anytime, anywhere access to digital citizen services
- A personalized dashboard that provides link cards to the services they use most frequently

Administrator Benefits

- A low-maintenance tool that increases accessibility, access, transparency, and trust with citizens
- Reduced phone calls, walk-ins, and emails from citizens searching for information
- Opportunities to increase revenue and foster civic participation

Integration Hub

In today's world, your website has become the new city hall. To effectively reach the public of today, it is imperative that you integrate your data and systems, streamline your operations, and consolidate your messaging channels. Integration Hub is a tool that can help you unify your disparate cloud-based solutions and your CivicPlus solutions, assemble powerful workflows, and setup complex automations—without the need for a developer.

With Integration Hub's easy-to-use drag-and-drop interface, non-technical users can build integrations for syncing content and data between CivicPlus products or with third parties (for an additional fee) without the need for a developer. You can even easily create integrations using manual import, polling, and webhooks (for an additional cost).

The possibilities are endless with Integration Hub, but here are a few examples of integrations you can create with today:

The Integration Hub will reduce the amount of manual work your staff needs to do in the course of their daily work. This will save valuable time by automating your most time-consuming manual workflows.

Technical Support

Around-the-Clock Support

With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence.

CivicPlus' support team is available 7:00 a.m. – 7:00 p.m. CST to assist with any questions or concerns regarding the technical functionality and usage of your CivicEngage, CivicOptimize, CivicReady, CivicRec, and CivicClerk solutions.

CivicPlus Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

Technical Support at a Glance

- Technical support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and live chat
- 4-hour response during normal hours
- 24/7 emergency support
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

Award-Winning

CivicPlus has been honored with two Silver Stevie® Awards and four Bronze Stevie® Awards in the categories of Front-Line Customer Service Team of the Year – Technology Industries, Customer Service Training or Coaching Program of the Year – Technology Industries, Customer Service Department of the Year – Computer Software - Up to 100 Employees, and Most Valuable Response by a Customer Service Team (COVID-19).

The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

The CivicPlus Help Center

CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated team of support specialists to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

"It's your people that make you good at what you do. Every time I call my customer success manager, it seems like he drops everything to help me. If I contact the Technical Support Team, they are right there to answer my questions and get it figured out. I've always had very responsive experiences when I've reached out to CivicPlus. I've worked with some great customer service reps at CivicPlus, and it's that relationship that matters."

— Jean Carder, Communications Coordinator for Louisburg, Kansas

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online brand community and the central hub of ideas, guidance, tips, advice, and more for our CivicEngage customers. It will focus on these two key ideas:

- **Connection** – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.
- **Direction** – Customers will have the opportunity to provide targeted input on the future direction of the CivicEngage roadmap and will be able submit ideas for improvements and enhancements.

Continuing Partnership

We won't disappear after your solutions are launched. You'll be assigned a dedicated customer success manager. They will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your citizens.

Maintenance

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

References

Included are just a few examples of other government entities which have utilized multiple CivicPlus products. Contact our customers and let them tell you about their experiences working with the product, our process, and how we met their expectations.

Carthage, Missouri

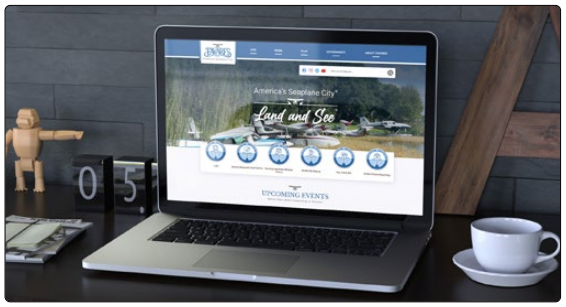
carthagemo.gov

CivicPlus Products: CivicEngage Central; CivicClerk; CivicRec
Contact: Mark Peterson, Parks & Recreation Director
E: m.peterson@carthagemo.gov | P: 417.237.7035

Tavares, Florida

tavares.org

CivicPlus Products: CivicEngage Central; CivicClerk; SeeClickFix
Contact: Susie Novack, City Clerk
E: snovack@tavares.org | P: 352.742.6279



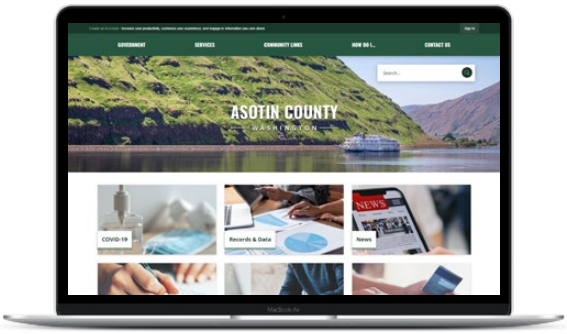
Napa, California

cityofnapa.org

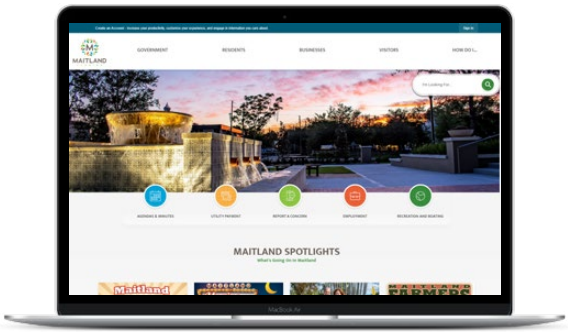
CivicPlus Products: CivicEngage Central; CivicRec;
Contact: Jaina French, Community Relations & Media Manager
E: jfrench@cityofnapa.org | P: 707.758.7843

Website Design Portfolio

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the premium implementation package. Please note that not all parties listed have agreed to be contacted for reference.

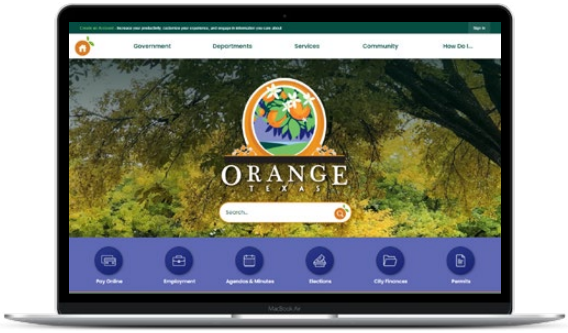


Asotin County, Washington
co.asotin.wa.us

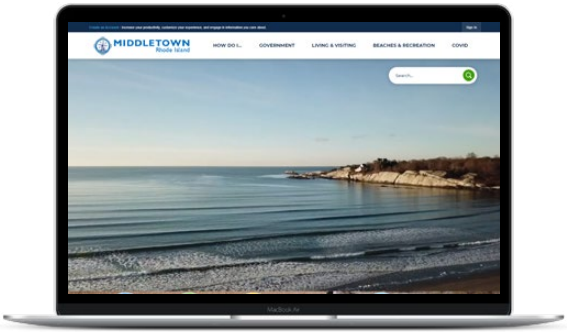


Maitland, Florida
itsmymaitland.com

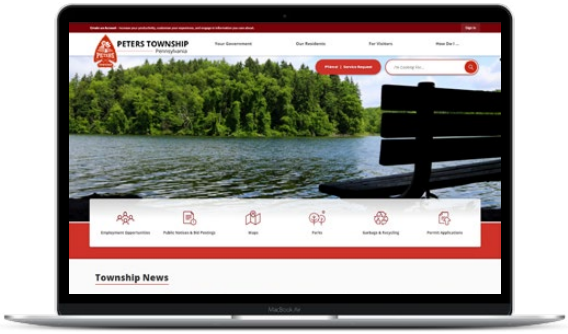
Crown Point, Indiana
crownpoint.in.gov



Orange, Texas
orangetexas.gov



Middletown, Rhode Island
middletownri.com



Peters Township, Pennsylvania
peterstownship.com

HOSTED WEBSITE SERVICES
CITY BID #19-21/22

Fee Proposal

Project Cost Explanation

CivicEngage Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from April 13, 2022.

Features & Functionality

- CivicEngage Central CMS tools, widgets, & features
- One SSL certificate
- DNS setup & hosting for URL stillwater.org
- 100 GB of storage
- CivicPlus Chatbot

Premium Implementation

- One website layout built using available flexible layout options
- One custom website design built using approved layout & up to one advanced design component
- 150 pages Content Development from URL stillwater.org
- Up to 100 meetings worth of Agendas & Minutes PDF/DOC Migration
- Three Department Header Packages
- Four-year premium website redesign

Professional Services

- Two days virtual Content Consulting
- Two days virtual training (limit eight attendees/ session)

Annual Recurring Services

- Hosting & security
- Software maintenance including service patches & system enhancements
- 24/7 Technical support & access to the CivicPlus Help Center
- Dedicated customer success manager

Year 1 Standard List Price	~~$59,294~~
Year 1 Total Discount	($4,167)
Total Year 1 Investment Includes development fees and Year 1 annual services	$55,127
Year 2 Annual Recurring Services	$16,668

CivicRec Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from April 13, 2022.

CivicRec Implementation

- Project Coordination
- Branded Public Portal
- CivicPlus Pay Approved Payment Gateway Set-Up with Elavon Converge
- GL Code Import

Professional Services

- Eight Hours of Virtual Training

Annual Recurring Services

- CivicRec Recreation Management Software Licensing
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Customer Success Manager
- CivicRec Reserves the Right to Reassess the Historical Data and Transaction Volume Annually to Ensure that the Annual Service Fees Accurately Reflects the Transaction Volume Processed in the Prior Year

Year 1 Standard List Price	~~$12,338~~
Year 1 Total Discount	($1,500)
Total Year 1 Investment Includes development fees and Year 1 annual services	$10,838
Year 2 Annual Recurring Services	$6,000

CivicClerk Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from April 13, 2022.

Development

- Agenda Management
  - Unlimited boards
  - Custom-developed templates (two Agenda Templates, one Staff Report Template, one Minutes Template, one Agenda Script Template)
  - System-generated staff reports
- Live Meeting Management
  - Record minutes including motions, votes, speakers, and discussion
  - Display Pages
  - Electronic Voting
- Analytics module access
  - Create and save custom individual views and organizational views
  - Export views as .XLS and .CSV files
- Unlimited users
- Unlimited storage
- Google Drive, OneDrive, and Dropbox integrations
- Public Portal and Accessibility Portal
- Board Portal

Implementation

- Typical project timeline – ten to fourteen weeks
- Two hours virtual consulting
- Four hours virtual training

Annual Recurring Services

- Hosting and security
- Software maintenance including service patches and system enhancements
- 24/7 Technical support and access to the CivicPlus community
- Dedicated Customer Success Manager

Year 1 Standard List Price	~~$12,760~~
Year 1 Total Discount	($2,230)
Total Year 1 Investment Includes development fees and Year 1 annual services	$10,530
Year 2 Annual Recurring Services	$8,920

CivicHR Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from April 13, 2022.

Applicant Tracking

- Implementation - Full provisioning of your system with support for job detail import (if applicable), development of up to two custom applications, user setup, and system configuration
- Subscription - Custom internal application, Job & Candidate Routing, Approval Workflow, Job Alerts, Base Minimum Qualifications, Email Templates, Client Control Settings, Multiple User Roles (Permission Based), Unlimited number of Admin Users, Unlimited number of Hiring Manager Users, Unlimited storage

Employee Onboarding

- Implementation - Full provisioning of your system with support for job detail import (if applicable), development of up to six custom onboarding forms, user setup, and system configuration
- Subscription - Standard Tax Forms, New Hire Task Assignment, Organization Wide Templates, Job Specific Templates, Form & Video Manager, Employee Orientation Portal, Unlimited number of Admin Users, Unlimited storage

Professional Services

- Eight hours of virtual training

Annual Recurring Services

- Each year of your contract, you'll receive CivicHR upgrades, maintenance, and hosting, so your solution stays secure and up-to-date with our latest features and functionality. You'll also receive 24/7/365 live emergency support and access to online help resources.

Year 1 Standard List Price	~~$13,750~~
Year 1 Total Discount	($1,594
Total Year 1 Investment Includes development fees and Year 1 annual services	$12,156
Year 2 Annual Recurring Services	$6,375

CivicOptimize Project Cost

CivicPlus can appreciate the monetary constraints facing our governments each day. To help ease these concerns and assist with budgeting and planning, our proposed project and pricing is valid for 60 days from April 13, 2022.

Development

- Set-up for up to 50 Staff App Users
- 15,000 Monthly Authenticated User Submissions
- Five System Environments
- Unlimited Citizen App Users
- Development Tools
  - SDK Developer Access
  - CLI Tools - including custom API Hosting and Web or CDN Hosting
  - Webhooks for Form Submission
- CivicPlus Platform Solutions Integration: CivicPlus Pay, CivicReady®, and CivicEngage®
- Scheduling with 10 Providers

Implementation System Setup

- System Set-up and User Configuration
- Five Hours of Form Development
- App Graphics (Icon & Banner)
- Two Hours User Training

Professional Services

- Up to 32 hours
  - Business Process Consulting
  - Form Development
  - Technical Implementation
  - CSS Styling
  - User Training or Work Sessions

Annual Recurring Services

- Hosting and Security
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Help Center
- Dedicated customer success manager

Year 1 Standard List Price	~~$21,563~~
Year 1 Total Discount	($3,750)
Total Year 1 Investment Includes development fees and Year 1 annual services	$17,813
Year 2 Annual Recurring Services	$15,000

Total Cost

Product Suite	Year 1	Year 2
CivicEngage	$55,127	$16,668
CivicRec	$10,838	$6,000
CivicClerk	$10,530	$8,920
CivicHR	$12,156	$6,375
CivicOptimize	$17,813	$15,000
Total Year 1 Investment (One-Time Fees + Year 1 Annuals - all products)	$106,464	
Total Annual Investment (Year 2 & Beyond Annuals - all products)	$52,963	

CivicPlus Project Pricing & Invoicing

CivicPlus prices on a per-project, all-inclusive basis (stated in U.S. dollars). This type of pricing structure eliminates surprise costs, the uncertainty of paying by the hour, and is overall more cost effective for our customers. It provides you with a price based on the products and features listed in this proposal that only varies if additional functionality, custom development, security, escrow requirements, or other design or project enhancements, outside of the included scope, are added prior to contract signing.

Standard Year 1 Invoicing

- **CivicEngage Central OR Evolve** – 30% of Year 1 fees due at contract signing; remaining 70% due at the earlier of project completion or at the six-month mark in the implementation process.
- **CivicRec** – Year 1 fees are due at contract signing
- **CivicClerk** – Year 1 fees are due at contract signing
- **CivicHR** – Year 1 fees are due at contract signing
- **CivicOptimize** – Year 1 fees are due at contract signing

Annual Services

- The first-year Annual Services fee is included with your Year 1 cost
- Subsequent annual invoicing occurs on the anniversary of the contract signing date, and is subject to a three percent technology fee uplift each year starting Year 3 of your contract.

Customized Billing/Invoicing

- We can discuss other billing options with you before contract signing and, if feasible, develop a plan that works for all parties.
- Not available with all CivicPlus products. Please contact your Account Executive for more details.

Payment Gateway Account

- Your chosen payment gateway will collect and disburse all credit card monies.
- If selected, any of our partner payment gateway Vendors will conduct a rate analysis upon discovery to provide the most competitive percentage + fee per transaction rate.
- CivicPlus Pay integrates with several payment gateways to provide maximum flexibility to our customers' needs.

We will work with you before contract signing to determine which of our billing processes will meet both your needs for budget planning and our accounting processes.

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with Stillwater.

HOSTED WEBSITE SERVICES
CITY BID #19-21/22

Executive Summary

Achieving Stillwater's Goals

CivicEngage Central Content Management System	• Streamline your processes and add self-service options to reduce calls and walk-ins with our easy-to-use content management system specifically designed for local government. • Provide access to your website from any device, screen size, and orientation with CivicEngage Central's responsive and optimized design. • Ensure your citizens can access information with a website that is highly compliant with the accessibility standards outlined within Section 508 and WCAG Level A & AA at go live.
CivicRec Recreation Management System	• Access your RMS from nearly any device with an internet connection with our cloud-based solution. • There is no limit to concurrent users—receive the entire system with no user licenses to purchase or update. • All modules are available to all customers all the time at no additional cost • Encounter a seamless visual transition from your website to the RMS pages. Your public can easily sign-on with their Facebook or Google accounts. • Your public can easily sign-on with their Facebook or Google accounts.
CivicClerk Agenda & Minutes Management System	• User-friendly interface and agenda creation tools help you create customized and consistent agenda formats for your meetings. Save your staff time with an agenda workflow process, featuring deadlines and approvals. • Empower members of your boards with access to all meeting content from any device with a standard browser, as well as provide the ability to make notes on current packets and view comments and discussions from previous meetings. • Create meeting minutes that reflect common meeting actions and make live edits as the meeting progresses with drag-and-drop tools. Easily take meeting attendance with the Roll Call feature. • Provide transparency and open communication for your citizens by allowing them to search, view, and download agendas, minutes, and complete packets straight from your website.

CivicHR Human Resources Management System	• Increase the quality and performance of employees, reduce administrative cots associated with HR processes, and ensure the compliance of HR practices. • Easily manage job descriptions, publish open positions, accept online applications, and screen candidates with the Applicant Tracking System. • Create, distribute, and collect necessary employee forms, as well as distribute surveys, setup employee resources, and manage training plans with Employee Onboarding. • Use Performance Management's performance evaluation platform with all the tools needed to complete employee performance evaluations, track skill development, provide feedback, and measure staff engagement.
CivicOptimize Productivity	• CivicOptimize Productivity's reporting tools provide detailed data that will help you better manage field work, citizen communication and input, workflows, and service request improvement opportunities. • Its reporting tools provide detailed data that will help Stillwater better manage field work, citizen communication and input, workflows, and service request improvement opportunities. • Non-technical staff can create an app through our drag-and-drop process quickly and deploy it to your field staff or community as easily as sharing a link. Once the app is added to a smart device, you are up and running. • All data is permanently available to Stillwater with advanced search capabilities, including by project, keyword, or custom filters based on tags.
Implementation	• Rely on a product-specific dedicated teams of industry experts as they guide you through implementation of each solution. • Collaborate with your CivicEngage art director to develop a design that captures your unique community and takes advantage CivicEngage's tools. • Enhance your content for usability and accessibility with intuitive navigation as our CivicEngage Content Development Team performs a hands-on migration of content, documents, and images to your new website. • Participate in personalized education sessions for each solution led by a trained professional so you can confidently use your solutions long after launch.
Hosting, Security, & Support	• Maintain peace of mind with solutions set up in secure hosting environments. • Access each of your solutions website from nearly any device with an internet connection with our cloud-based solution. • Reach out to our award-winning, in-house support available via chat, phone, and email with your questions or access self-service tutorials and user guides on the CivicPlus Help Center 24/7/365. • Receive continuous system updates to keep your system running at the optimal capacity. • Partner with your customer success manager who will help you use the tools and products CivicPlus offers to create an ongoing strategy to better engage your citizens.

HOSTED WEBSITE SERVICES

CITY BID #19-21/22

CivicEngage

Website Hosting & Security

CivicEngage Features & Functionality

The CivicEngage Central (CivicEngage) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Bring Your Services Online

Our web technology is dedicated to finding the right solutions for government websites. With the CivicEngage CMS, you can bring daily services that your offices provide online.

- Create online forms with our Forms Center module. These completely customizable forms can be used as a means for citizens to contact you with questions, requests, feedback, or to sign up for various events and activities.
- Provide sign-up opportunities for your citizens to receive SMS and email communications on topics that are important to them with the Notify Me® module.
- Share the most critical and up-to-date information prominently on your website with the Alert Center, keeping your citizens informed on those important events and issues.
- Showcase the most important information your citizens need prominently on your website using modules such as Frequently Asked Questions, Quick Links, Calendar, and Staff Directory to provide much needed answers and stopping numerous phone calls or walk-ins.
- Smart design and layout choices as well as the use of our predictable site search will make locating key information quick and easy.

Features like these will make your jobs easier while also giving quick access to information for everyone in your community.

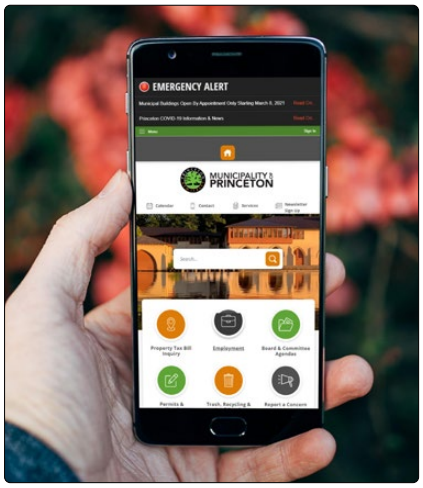
> "I'm confident that any service our citizens need can now be found in one to two clicks."
>
> **— Lana Beck, Government Relations and Communications Administrator for Pinellas Park, Florida**

Modules & Widgets

Citizen Engagement

CivicEngage offers several effective and easy-to-use citizen engagement features. These tools easily integrate with the other key features.

- **Alert Center** – Post emergency or important information on your website and notify citizens via email and SMS



- **Blog** – Post opinions/information about various community topics and allow citizen comments and subscriptions
- **Calendar** – Create multiple calendars and events to inform citizens of upcoming activities that are viewable by list, week, or month
- **Citizen Request Tracker (CRT)** – Allow users to report a problem and provide follow-up communication with the point of contact (includes five user licenses & 10 request types)
- **Community Voice** – Interact with citizens about projects in your community
- **My Dashboard** – Allow users to personalize their dashboard to stay updated on news, events, and information they care about
- **News Flash** – Post organizational news items that are important to your citizens
- **Notify Me®** – Send out SMS messages and mass emails to list subscribers (includes up to 500 SMS users)
- **Splash Screen** – A pop-up window that easily communicates critical local news, information, and alerts to your citizens the moment they arrive on specified pages of your website

Document Management

CivicEngage comes fully-equipped with a robust set of document management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for citizens to navigate and access.

- **Agenda Center** – Create and display agendas and minutes for various civic organizations
- **Archive Center** – Store agendas, minutes, newsletters, and other data-driven documents
- **Document Center** – Organize and house documents in one central location
- **Form Center** – Form Center – Create custom, online forms via simple drag-and-drop functionality, receive notifications via email, and track within the CMS

- **Photo Gallery** – Store and display photos
- **Staff Directory** – Share detailed contact information for your staff and offices

Information & Navigation

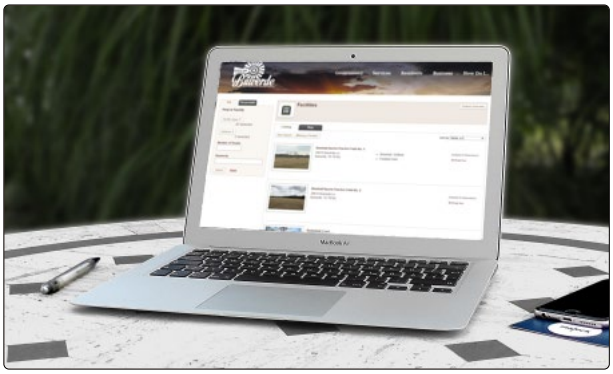
Organize your content and pages to make it easy to locate the information you and your citizens need most with modules that help you update information quickly.

- **Frequently Asked Questions (FAQs)** – Answer the most frequently asked questions to reduce phone and foot traffic for staff
- **Graphic Links** – Place graphics on your website as links to other pages
- **Info Advanced** – Display important information on pages in a compact and easy-to-update module that provides detailed formatting
- **Quick Links** – Place links to often-requested information directly on the page of your choice

Department-Specific

There are several function-specific features and modules for government departments. These tools are integrated into the CivicEngage CMS and offer the ability to complete multiple steps in one action.

- **Activities** – Create, organize, and track activities
- **Facilities & Reservations** – Showcase community facilities and allow reservations online

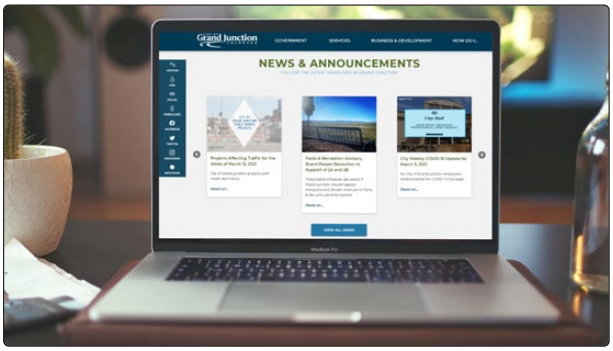


- **Job Postings** – Post available jobs online and accept online applications
- **Bids** – Post sortable and subscribable bids

Helpful Widgets

Widgets help your staff visually organize content on your website and tailor the look to meet the page's needs. A few of the most helpful widgets are:

- **Carousel Widget** – Group and display widgets in one location with arrow navigation functionality

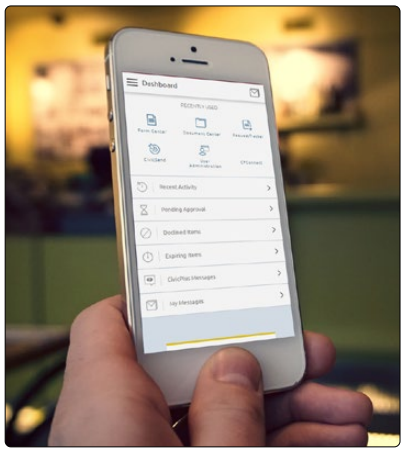


- **Custom HTML Widget** – Embed videos or other HTML features in your page
- **Editor Widget** – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker
- **Form Center Widget** – Embed simple forms on a page
- **Image Widget** – Add images to a page
- **Related Documents Widget** – Create a dynamic list of documents referenced in the Document Center
- **Share Widget** – Add a share button to your page so citizens can share content to their social media
- **Slideshow Widget** – Add a slideshow of images

Administrative Features

The administration of your CivicEngage website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control the access to pages and manipulation of content as well as use automated features to streamline processes.

- **Administrative Dashboard** – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items



- **Content Scheduling & Versioning** – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions
- **Dynamic Breadcrumbs & Site Map** – Breadcrumbs (used to show a visitor's location within the website) and the site map are dynamically generated and automatically update reflecting any changes made
- **Dynamic Page Components** – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page
- **History Log** – Track changes made to your website
- **Intranet** – Use permissions to set a secure location on your website that allows employees to login and access non-public resources and information
- **Levels of Permissions** – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS
- **Pending Approval Items** – Administrators have access to a queue of pending items to be published or reviewed
- **Website Statistics** – Provided website analytics for analysis

User-Friendly Features

Not only is CivicEngage easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

- **Automatic Alt Tags** – Built-in features allow ongoing ADA compliance of your website
- **Design Essentials®** – Tools that allow your staff to build, modify, and manage your website's look within the design and structure parameters of your website
- **Link Redirects** – Instead of sending your users to http://civicplus.com/248/Awards-and-Recognition, you can send them to http://civicplus.com/awards
- **Live Edit** – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools
- **Maps** – Easily embed maps from Google, ESRI, and more using the HTML widget
- **Mega Menu** – A main navigation menu makes it easy to get to any page on your website quickly
- **Predictive Site Search** – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images
- **Site Search Log** – All search words are kept in a log
- **Printer Friendly** – Separates critical content from the website template to provide a clean print without menu structure and banner information included

- **Real Simple Syndication (RSS) Feeds** – Allow patrons to sign up to receive email notifications
- **Responsive Design** – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience

- **Social Media** – Set various modules to automatically post to your Facebook and/or Twitter feeds and incorporate compatible social media feeds and widgets into your website
- **Supported Browsers** – View your website in the two most recent versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome
- **Third-Party Access** – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs as well as options from Zapier to build applications right from your website
- **Translation** – Integration with Google Translate translates web pages into over 100 languages

Accessibility Compliance

With having over 20% of adults in the United States having a disability, you need a website that conforms to all citizens. We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. This maximizes accessibility for all users while providing freedom to create a visually rich and appealing website. Our approach for each website includes the following steps to provide you a compliant and accessible website:

- We will deliver you a website that meet ADA (Section 508) and WCAG 2.0 A and AA levels.
- Your staff can use the Accessibility Checker within the CMS to scan content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- Our trainers will teach your staff best practices to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- Any new regulations that require code changes are done automatically, at least quarterly, with no additional effort required from you.
- In addition to updating the code, our product team also updates our best practices and provides regular updates to customers via our CivicPlus website, blog articles, webinars, and other publications.

AudioEye Partnership

CivicPlus also partners with AudioEye to provide a suite of accessibility tools and services at a discounted rate to our customers. Additional details and a quote can be provided upon request.

Credit Card Processing

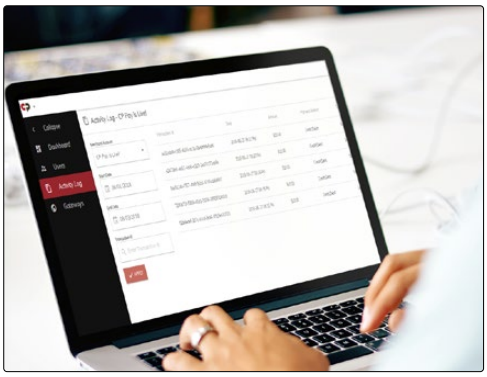
CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by Stillwater, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between Stillwater and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.



Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our customers' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our customers of any changes. These features and functionality are offered on a gratuitous basis to our customers, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Project Enhancement

CivicPlus Chatbot

Powered by Frase

AI-Powered Customer Service to Delight Your Citizens

You want to give your citizens the highest quality, most responsive, and personalized customer service experiences. However, with less staff and fewer resources than ever before and building pressure to enable contactless government, how can you continue to delight your citizens? With smart customer service automation.

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to citizens using your CivicEngage website.

Our Chatbot crawls your website and other linked databases to create a continually, automatically updated, AI-powered knowledgebase that you don't have to maintain separately. The result is less time spent on common transactional citizen inquiries and happier citizens who know they can quickly and effortlessly receive what they need from their municipality.

The CivicPlus Chatbot Provides:

Automated Citizen Service

Chatbot simulates the quality service experiences your staff has with citizens, saving you time from answering common questions by email, phone, and walk-in.

Answers from Multiple Sources

Chatbot crawls your CivicEngage website and other linked databases to create a continually updated, AI-powered knowledgebase.

No Manual Content Management

You'll never have to update your question-and-answer database manually. Our smart Chatbot scans your content and routinely refines its responses for improved results.

Insightful Analytics

Use Chatbot's reports to identify content gaps on your website and add the information, tools, and resources that citizens are searching for most frequently.

An Experience Designed for the Public Sector

Unlike chatbots intended to facilitate retail sales, the CivicPlus Chatbot is designed to simulate government-citizen interactions.

CivicEngage Implementation

Premium Project Timeline

A typical premium project ranges from 18 – 32 weeks. Stillwater's exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, action item return and completion, approval dates, and other factors. Your project timeline, tasks, due dates, and communication will be managed and available in real-time via our project management software, Cloud Coach.

PROJECT START

1 **Initiate**
TWO TO FOUR WEEKS

- Project Kickoff Meeting
- Planning & Scheduling

Analyze
FOUR TO SIX WEEKS

- Customer Deliverable Submission
- Consulting Engagement
- Content Process Meeting
- Design Discovery Meeting

2

3 **Design & Configure**
EIGHT TO FOURTEEN WEEKS

- Design Concept Development
- Design Concept Meeting
- Content Development
- Agendas & Minutes Migration
- Website Completion

Optimize
ONE TO TWO WEEKS

- Website Finalization

4

5 **Educate**
ONE TO TWO WEEKS

- Training Engagement

Launch
TWO TO FOUR WEEKS

- Website Launch

6

GO LIVE

Premium Implementation

Design creation, content development, professional consulting, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new website.

Content Consulting

Without usable and accessible information, you will simply have a pretty website that doesn't help you serve your constituents. Great content transforms your website into a useful tool you can utilize to effectively communicate with your community and do business with your constituents. During your Content Consulting engagement, one of our expert web consultants will help you perfect your website content to meet current usability and accessibility standards. We can do the heavy lifting—protecting your valuable time and reducing the effort needed from your team to prepare your website for launch.

With Content Consulting, we will work collaboratively with you to:

- Establish and confirm goals for your new website
- Map the approval process to be used during your website project
- Explain the content migration process
- Outline website architecture, global navigation, graphic buttons, and other navigational elements
- Assess current content and create an action plan to address value-added content, content to remove, content gaps, best practices, and usability and accessibility

Flexible Layout Design

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one advanced design, if desired, component—a layout or design element that requires significant time to style and implement. Working with your art director, you'll identify the appropriate component, if desired, to achieve or enhance the usability goals for your website.

Content Migration

Content Development

Our Content Development Team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website

> "This was hands down the easiest and most intuitive group I have ever worked with for a website redesign. Other website development companies I have worked with do not respond as quickly. My CivicPlus team read my mind whenever I needed something. Plus, our website's launch was flawless."
>
> **— Nicole Smestad, Marketing Director for Grand Forks, North Dakota Library**

to your new website. Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration

The Content Development Team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Training

Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your

website for launch and maintain it in the future. The training session will utilize your production website, so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

Your Role

To help create the strongest possible website, we will need you to:

- Gather photos and logos that will be used in the overall branding and design of your new website
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (if available)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

Project Enhancement

Premium Department Header Package

A Department Header Package is a cost-effective way for a department or division to informatively and graphically differentiate themselves from the look of the main website while leveraging consistent CMS administration. The Premium Department Header Package shares CMS login and modules with the main website. Further, it inherits the structural layout, widgets, and design styles from the main website.

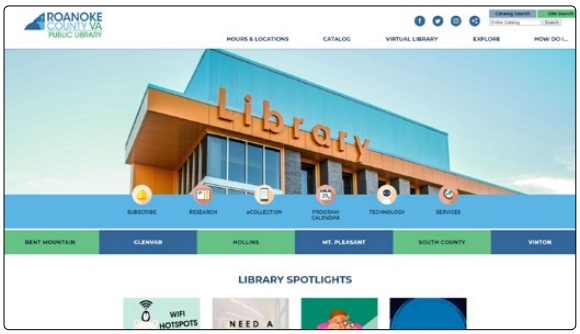
A Premium Department Header Package includes department specific:

- Site URL (if applicable)
- SSL Certificate / DNS & Hosting (if applicable)
- Site Identifier / Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content and Placement
- Custom Color Palette

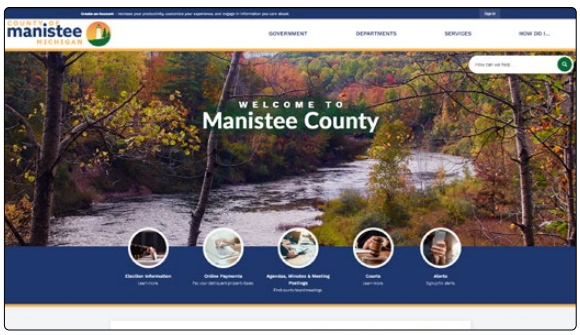
Examples of a Premium Department Header Package

The examples provided below are representative of attributes found in a Premium Department Header Package, but may not expressly reflect the design package of your main website.

Roanoke County, VA - Main Website



Library Department Header



Manistee County, MI - Main Website

911 Dispatch Department Header

CivicEngage Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites sites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are we have an option that will be a fit for your community.

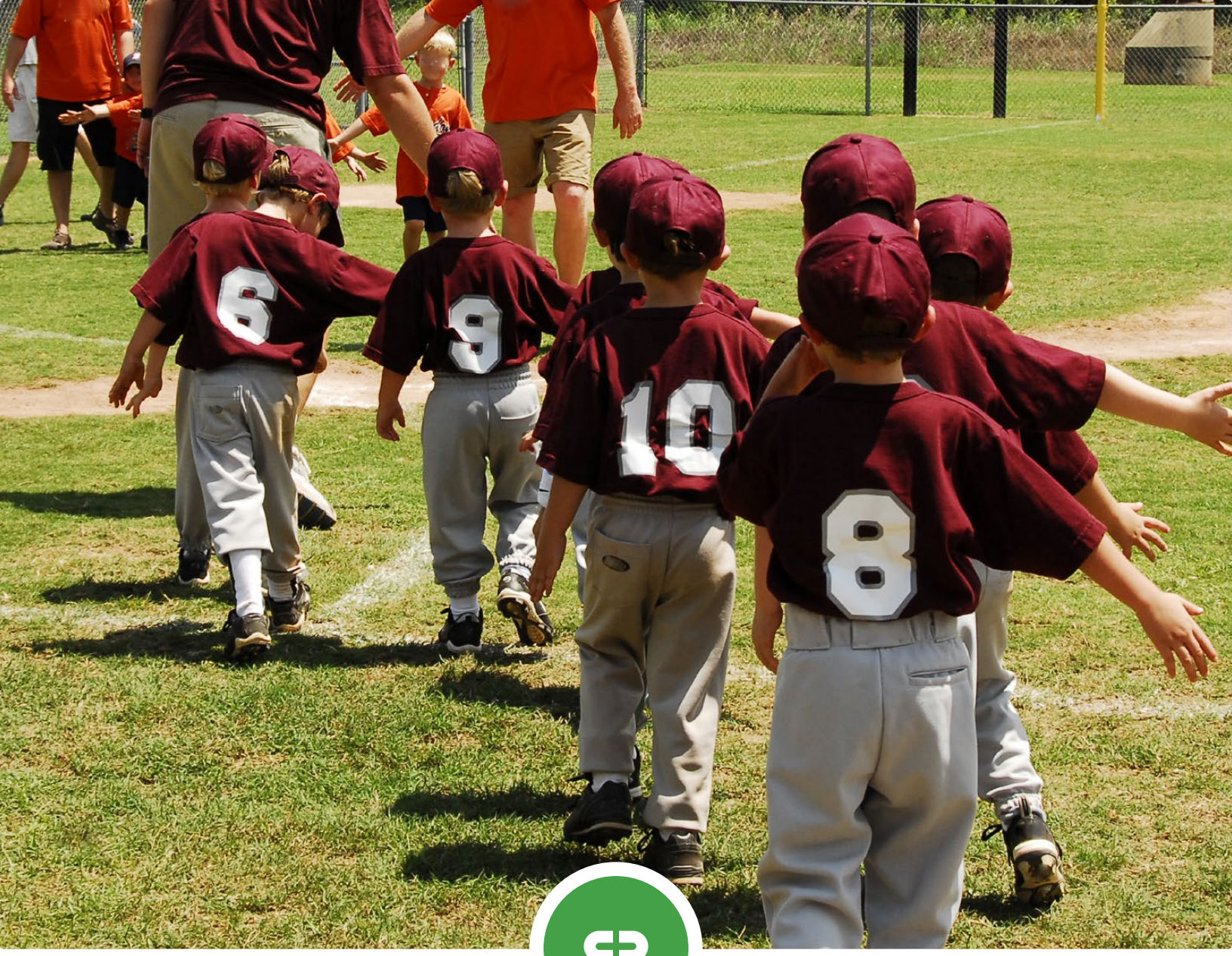
Data Center	Bandwidth
• Highly reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • Burst bandwidth – 22 Gb/s

Hosting	
• Automated CivicEngage software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches	• Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability

Disaster Recovery	
• Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO)	• 24-hour guaranteed recovery POINT objective (RPO) • Pre-emptive monitoring for disaster situations • Multiple, geographically diverse data centers

DDoS Mitigation	DDoS Advanced Security Coverage
• Defined DDoS Attack Process • Identify attack source and type • Monitor attack for threshold* engagement	Not Included. Additional coverage available at time of event. Additional fees will apply.

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack



HOSTED WEBSITE SERVICES

CITY BID #19-21/22

CivicRec

Parks & Recreation Management Software

CivicRec Features & Functionality

Stillwater is seeking a recreation management system that provides your staff and customers with the greatest service in the industry, both in person and online. CivicRec can provide you with an integrated, web-based and hosted application recreation management system that is comprehensive, efficient, and modern. You'll find our robust set of easy-to-use tools the most comprehensive solution to meet your needs.

Facility Reservations

Easily take in-house and online reservations as well as reserve spaces for classes and sports with an integrated master calendar to avoid double bookings. It's easy to see availability with grid and map-based views with attached photos, descriptions, and rental rates. Generate and email complex permits as well as include waivers, prompts, and forms for a complete checkout process.

Activity Registration

Your staff can quickly create programs, indicate flexible pricing, attach waivers and prompts, and assign instructors. Easily take registrations in-house or allow residents and non-residents to register securely on the device of their choice. Email branded receipts and permits after checkout. Our software utilizes load balanced servers and can be scaled to accommodate any volume.

Volunteer Management

CivicRec's volunteer management tool creates, manages, and organizes the volunteer opportunities. Within the Activity module, you can create volunteer roles and assignments specific to any events, classes, or activities. Citizens can select and register for volunteer roles from home and CivicRec will assist in tracking the time volunteers spend helping around the community with completely integrated reporting for tracking purposes.

Point of Sales

CivicRec's Point-of-Sale screen makes it easy for staff to quickly sell merchandise, enroll participants, and reserve facilities – all in the same cart! It even plugs right in with your cash drawers, barcode readers, receipt printers, and credit card readers. Integrated inventory control will tell you how many of each item are available at each of your locations.

Citizen Dashboard/ Management

With CivicRec's intuitive public dashboard, citizens can conveniently view notifications, upcoming events, tickets, and receipts. Family or organization members can be added with age and resident information for easy activity registrations. Administratively, your staff can manage user accounts in-house with tools like internal notes and flags as well as duplicate account prevention.

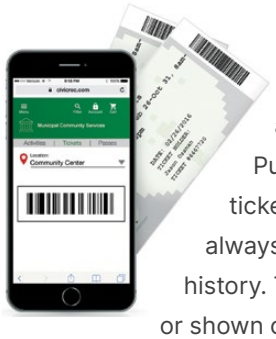
Membership Management

Easily sell memberships or punch cards, take member photos, print cards or associate barcode key tags, and check people into a facility. Leave credit and debit cards on file for future and recurring payments. Staff can see a history of the account's transactions.

League Management

Athletics staff can easily create leagues, draft players, assess skills, and generate schedules, Sign-up is easy

for teams or individuals. With the “Scores & Schedules” and “Parent/Player Portal,” your public and league participants will have easy access to current league information.



Ticketing

Easily generate general admission tickets for events. Public users will receive their tickets and receipt, which are always available in their transaction history. Tickets can then be printed or shown on their phone display to be scanned into our mobile or desktop check-in screens.

Surveys

Participants will automatically receive post-program surveys requesting feedback. This information is captured and presented back to staff to help determine how your programming is being received.

Email/SMS Blasts

There are several links within CivicRec that allow for mail blasts. Many of our reports and roster views allow for mass mailings with just the click of a button. The People Finder report is particularly handy for mailings based on several different filters. SMS messaging is available to facilitate those particularly time-sensitive notifications like cancellations.

Marketing/Brochures

CivicRec can produce an InDesign-friendly export that should facilitate the process of generating a brochure. Further, CivicRec’s social media tools serve as an additional marketing method allowing users to share via their social media with friends and family.

Reporting/Financial Accounting

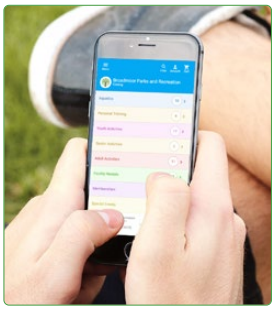
CivicRec has a very powerful reporting engine. There are over 100 canned reports. However, staff can basically take any report and customize it to their liking. Filters and fields can be added and/or removed. Reports can be sorted, saved, emailed, exported to Excel, or scheduled for regular delivery to any email address.

Group Permission Levels

Permissions set up through user groups are used on pages and functions to ensure access is limited based on a user’s role.

Mobile Ready

When users register through CivicRec, they get the same great experience on their phone/tablet that they’re used to experiencing on their desktops. This mobile responsive experience supports all the same waivers, prompts, discounts, and add-ons that the desktop version does. There’s QR code support as well as social networking integration to make it easy for your users to connect with you.



Hardware Compatibility

Customers may opt for a variety of hardware peripherals to enhance the CivicRec experience. CivicRec can be integrated with magnetic stripe readers, barcode readers, thermal printers, cash drawers and more. While CivicRec does not directly provide hardware, we are happy to assist with procurement and implementation.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our customers’ needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our customers of any changes. These features and functionality are offered on a gratuitous basis to our customers (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Credit Card Processing

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by Stillwater, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between Stillwater and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.

Optional Integration Development

CivicRec has developed integrations with a variety of parks and recreation related software systems. There are several integration capabilities that Stillwater may choose to leverage. Integrations may require additional discussion and scoping. Since integrations can require custom development time, additional fees may apply.

- Financial GL extract compatible with your financial system
- ArcGIS for purposes of local resident determination
- Identity Provider (IdP) Integration for secure single sign-on
- Lighting integration with Musco or SkyLogix lighting solutions
- AudioEye Enterprise - ADA / WCAG Accessibility

Document Management

The CivicRec Document Management feature gives you the ability to request, store, and manage both non-secure/standard and secure (sensitive PII) documents as part of the CivicRec activity checkout/registration experience. To benefit from this additional system feature, additional fees will apply.

CivicRec Implementation

The following is a simplified example project plan. A typical CivicRec implementation averages ~14 weeks. Stillwater's specific timeline can be affected by additional training or integration needs, schedules and availability pace of learning, and a target launch date. Upon determination of your final scope, your CivicRec Implementation Team will be able to share a complete and more detailed project plan specifically tailored to you.

PROJECT START

1 Initiate

PHASE 1

- Project Initiation & Review
- Project Timeline Review & Approval
- Kickoff Deliverables
- Kickoff Call

Analyze

PHASE 2

- Payment Gateway Setup
- Accounting Setup
- GL Code Import
- Prepare Public Page Design

2

3 Design & Configure

PHASE 3

- Configuration Training & Testing
- Facilities Training & Testing
- Activities Training & Testing
- Daily Operations Training & Testing

Optimize

PHASE 4

- Complete Catalog Testing
- Complete Public Page Design
- Remove Test Data

4

5 Launch

PHASE 5

- System Preparation for Launch Meeting
- Remove Trial Flag - Enables 100% Functionality
- Transitioned to Dedicated Customer Success Manager
- Launch to Community

GO LIVE

Project Approach

During the Initiate and Analyze Phases, Stillwater and the CivicRec Implementation Team will work together to determine an ideal project plan based on your department's goals and contracted items. This includes, at minimum, determining the look and feel of your public page, configuring your accounting settings, importing GL codes, and setting up your payment gateway. It may also include preparing data imports and/or integrations.

During the Design and Configure Phase, Stillwater will learn the basics of CivicRec through the Standard Core Curriculum Training Your CivicRec Implementation Consultant will train your team on the necessities of the system and tailor trainings based on your specific needs. It is also expected that Stillwater tests every item in their new catalog for practice and quality assurance. During this phase, it is important for Stillwater to begin thinking about marketing tactics to promote their new online catalog.

After training is complete, Stillwater enters the Optimize and Launch Phases, where they will work with the CivicRec Implementation Team to prepare to launch. Both parties will help to ensure all requirements are met for a successful go-live. It will be up to the Stillwater to determine when they want to open their catalog to their community once all implementation tasks are complete.

Once you are ready to launch to your community, you will place a link on your website to direct customers to your CivicRec catalog and our Technical Support Team will be ready to assist you with any questions you may have.

Training Plan

A Standard training Plan covers the bare necessities of learning CivicRec: Configuration, Facilities, Activities, and Daily Operations. During these core curriculum training engagements, your CivicRec Implementation

Consultant will identify areas of focus required to meet your needs. We recommend anyone that will be working on building out your CivicRec Catalog attend all four training engagements.

A final review of your system will occur during your Prep for Launch Meeting in which your team can ask any final questions before being handed off to our Technical Support Team, so you are confident moving forward with your new system and all the resources available to you when implementation is complete.

Data Imports

A data import of all GL Codes is included in all CivicRec Implementation Packages. CivicRec can also import certain data from your current database to your new CivicRec Catalog, leveraging our custom developed scripts and libraries. Additional data imports include User Accounts, Memberships, Residency Address Lists, Activities, Facilities, and Future Facility Reservations. To benefit from further data imports options, additional fees will apply.

Your Role

You should consider the following roles for a successful project team:

- **Project Executive** – Provides focus and guidance for the overall project. Helps to prioritize key objectives, assists with issue escalations, is a key decision-maker, and acts as project champion.
- **Project Manager** – Works closely with the CivicRec Implementation Team to facilitate the execution of project trainings, tasks, and logistics. Identifies Q&A topics or elective trainings for front-line staff, facility managers, supervisors, and/or league coordinators. Will likely be a system administrator.
- **Lead Staff** – Activity and facility managers who will be doing the bulk of configuration and setup within your new CivicRec Catalog. Will likely be a system administrator.
- **Frontline Staff** – Acts as end users of the system and will participate in training sessions lead by your Implementation Consultant or by system administrators internally. Recommended attendance at Daily Operations Training.
- **Information Technology** – Coordinates with CivicRec on technical aspects of the system such as payment gateways, hardware, and transfer of data. Recommended attendance during Prep for Launch Meeting at minimum.
- **Finance** – Coordinates the payment gateway in and works with CivicRec to properly configure the necessary accounting setup. Recommended attendance during Configuration and Daily Operations Training at minimum.
- **Marketing** – Identifies and communicates rollout and adoption process bother internally and to the public. Recommended attendance during Configuration Training and Prep for Launch Meeting.

CivicRec Hosting & Security

CivicRec is committed to data privacy and information security by providing assurance that security assessment and authorization policies and procedures reflect applicable federal laws, executive orders, directives, regulations, policies, standards, and guidance.

Secure Data Centers

CivicRec utilizes the Amazon Aurora (Aurora) fully managed relational database engine. An Amazon Aurora DB cluster consists of one or more DB instances and a cluster volume that manages the data for those DB instances. An Aurora cluster volume is a virtual database storage volume that spans multiple Availability Zones, with each Availability Zone having a copy of the DB cluster data. In the event of a disaster, new virtual machines are quickly spun up in a new Availability Zone.

Disaster Recovery/ Redundancy

CivicRec develops, documents, and disseminates to operations, support, and development staff for the CivicRec product:

- A contingency planning policy that addresses purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance
- Procedures to facilitate the implementation of the contingency planning policy and associated contingency planning controls
- Reviews and updates the current contingency planning policy and procedures annually

Data Backup Schedules

- Conducts backups of user-level information contained in the information system hourly;
- Conducts backups of system-level information contained in the information system daily
- Conducts backups of information system documentation including security-related documentation continuously
- Protects the confidentiality, integrity, and availability of backup information at storage locations.

PCI Compliance

CivicRec utilizes CivicPlus Pay (“Pay”) as a connector to payment gateway providers. Pay is a PCI level-1 certified utility application that is audited and certified once a year by an independent third party. A copy of our Certification of Attestation can be provided upon request. Pay’s security is also routinely assessed through code-level scans and penetration tests outside of the audit window. These tests are performed through RiskSense, a market leader in cybersecurity, boasting over 10 years in cyber risk assessment and intelligence-driven risk analytics. All CivicPlus development and system engineers are trained annually on secure coding to maintain the highest level of industry standard practices. CivicPlus makes every effort to follow the applicable standards set forth by the PCI Security Council, OSWAP, and NIST.

HOSTED WEBSITE SERVICES
CITY BID #19-21/22

CivicClerk

Agenda & Meeting Management Software

CivicClerk Features & Functionality

CivicClerk is the fastest, most intuitive way to streamline the entire agenda management process — from creating agenda items to managing live meetings. It provides time-saving automation while allowing clerks to balance these conveniences with manual controls and overrides. Internal collaboration with CivicClerk is easy with customized workflows, version tracking, and built-in communication tools.

Our innovators designed CivicClerk to offer configuration flexibility so that the system can be scaled from the most simple agenda process to the most complex. Built-in integrations and a suite of APIs make working with other internal applications easy. CivicClerk's user-defined roadmap ensures that the product will continue to grow and adapt as transparency requirements and compliance expectations change.

Fully Integrated, Cloud-Based Software Suite

- User-friendly, modern interface
- Unlimited users
- Unlimited storage
- Highly configurable to your agenda and meeting management processes
- Adaptable permission settings
- Confidential attachments
- Field-level versioning
- Built-in integrations with Dropbox, Microsoft's One Drive and Google Drive and API availability
- Single sign-on through the CivicPlus Platform
- Secure Cloud-Based Hosting
- Automatic Updates
- Customer-Defined Roadmap
- Enhanced Analytics for Data Visibility

Part of the Integrated CivicPlus Platform

Our powerful CivicPlus Platform is the foundation on which all our CivicPlus solutions are built, allowing them to work seamlessly and securely, leveraging existing data, and reducing information silos so your administrative staff can collaborate efficiently. Administrators can take advantage of authentication using our identity provider integrations to provide a single sign-on experience for internal users. The entire system is cloud-based, eliminating the need for internal application management. CivicClerk is hosted in Microsoft's Azure cloud service, providing a stable multi-user environment while ensuring high availability and uptime.

Agenda Management

Flexible, Customized Templates

Standardized templates throughout the system provide consistency and clarity to agendas, packets, staff reports, and minutes.

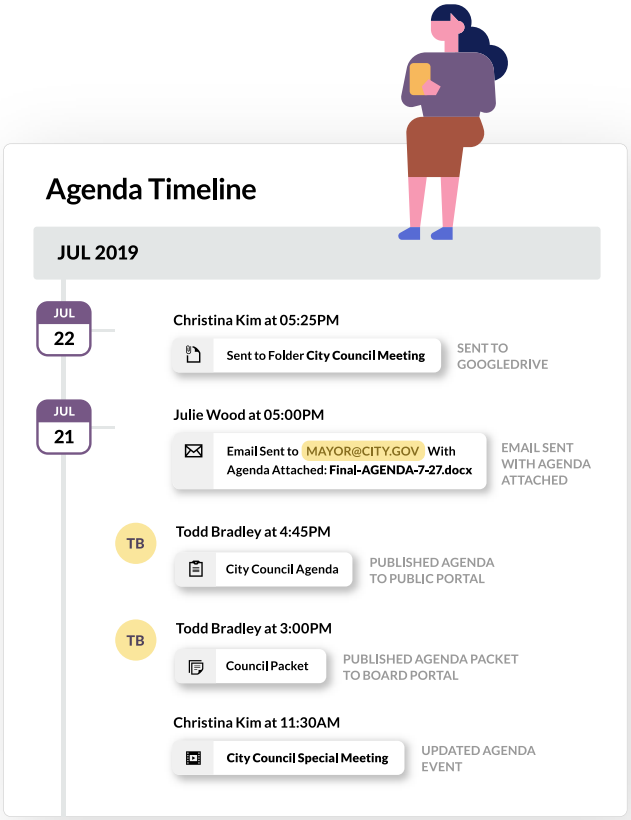
Efficiently Manage Agenda Packets of Any Size

CivicClerk compiles your items and all the legislation, memorandums, or supporting documentation into a bookmarked PDF packet quickly and easily, no matter the size of the packet. Create multiple packet versions instantly to include or exclude specific attachments for your different internal and external users. Last-minute changes to the agenda or packet can be made and published with minimal effort.

Administrators choose what they publish to the public, internal users, and elected or appointed officials and when the information goes out. Automated email notifications can be enabled so all users, both internal and external, know when the meeting documents are published.

Convenient, Anytime Agenda Modifications

Changes to the agenda can be made at any time by administrators without affecting global configurations or settings. Drag-and-drop reordering allows you to move items and automatically renumbers everything on the agenda. One-touch copy and move functions enable you to duplicate or move agenda items from meeting to meeting, eliminating the need for duplicate data entry.

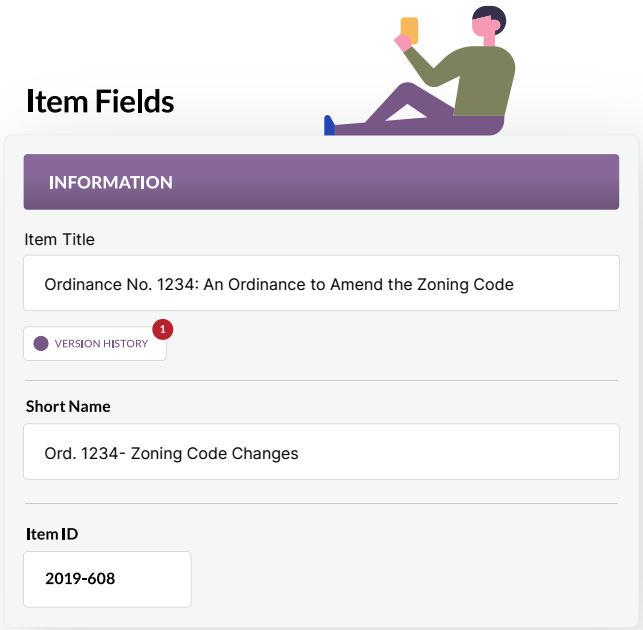


Create Agenda Items in Seconds

CivicClerk's easy-to-use item entry allows staff members to enter agenda items, upload attachments, and send through the workflow with a few clicks. Configurable field types and our embedded text editor ensure that you are capturing all the information needed for CivicClerk to generate staff reports. Automated PDF file conversion and built-in integrations with Microsoft's OneDrive and Google Drive simplify the inclusion of supporting documentation and attachments.

Automate Your Approvals Process

The workflow engine in CivicClerk streamlines the routing of your agenda items, automates notifications, and gives full transparency to collaborators as it passes through the approval process. As contributors change items, the system tracks revisions, keeping them visible within the item fields and on the item timeline. In-app messaging and task assignments keep everyone in the loop and agenda prep moving forward.



Custom Tags to Group Like Agenda Items

CivicClerk allows administrators to set up tags that can be used by staff when creating their agenda items for improved searching and reporting. Associate like content with pre-defined tags relevant to your community.

Agenda Management Features

- Custom-developed agenda and staff report templates
- Bulk and single item actions to easily copy, move, and initiate agenda items
- Pre-formatted text snippets to save time and provide consistency
- Flexible workflow and approvals engine with visual progress indicators
- Automated PDF file conversion
- In-app messaging
- Task assignment
- Full-text search functionality
- Tags to link together like agenda items for greater visibility and enhanced searching capability

Live Meeting Management

Automated Minutes Setup

CivicClerk's fully integrated Live Meeting Manager will automatically migrate all your agenda content. No manual pre-meeting minutes setup or agenda import is required. Move from the meeting agenda to the Live Meeting Manager module with a single click.

Keep Up with the Meeting Action

Meetings move fast. CivicClerk's cloud-based platform allows you to move quickly through your agenda items, recording official actions and discussion, without having to wait for the system to catch up. The clean, intuitive interface gives single-screen access to all your meeting controls. One-click control allows you to update your in-chamber display screens, set your video bookmarks, and queue items in the Board Portal for your elected and appointed officials.

Speaker Manager

Speakers can be added to the discussion at any time during the live meeting, while the built-in speaker timer helps keep meetings running efficiently.

Easy, Intuitive Minutes-Taking

While in your live meeting, use the Minutes module to capture critical meeting actions from a single screen with a clean and intuitive user interface. Take roll and manage attendance, record motions and votes, enter speaker information, and record comments or discussion to be brought into your minutes document.

Automatic Video Bookmarking

Automatically timestamp agenda items to their corresponding discussion in the meeting video so those watching the recording can quickly access topics of interest.

Display Pages

Keep meeting participants informed and engaged by displaying the current item, speaker, or vote results automatically to the constituents attending the meeting.

Flexible Voting

Minutes takers can record motions and votes instantly in Live Meeting Manager or initiate electronic voting when desired. Apply motions and votes to individual agenda items or multiple agenda items a group.

Live Meeting Management Features

- No prep work required – agenda content automatically pulls over into the Minutes module
- Single screen access to all meeting controls
- Record comments and discussion, roll call, motions and votes, speakers
- Bulk copy available to quickly apply motions and the associated votes to multiple agenda items
- Choice of pre-configured or custom-developed minutes templates
- Pre-formatted text snippets to save time formatting and entering data
- Integrated board portal with electronic voting
- In-chamber display pages show a welcome screen, current item name, current speaker with countdown timer, motion made on the item, vote count recorded for the item
- Integrated video bookmarking with CivicPlus Media live streaming and on-demand video service (additional fees apply)
- Multiple concurrent video streams with CivicPlus Media (additional fees apply)
- Integrated live and on-demand closed captioning services with optional CivicPlus Media (additional fees apply)

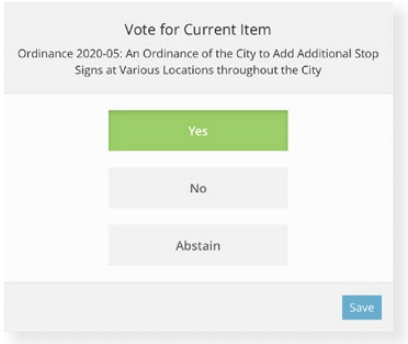
Board Portal

Flexible Access

Your officials can choose how to access meeting content—helping them work better, faster. Efficiently deliver packets of any size by paper, email, Dropbox, OneDrive, Google Drive, or post to the Board Portal. CivicClerk is optimized for all devices, including desktops, laptops, tablets, and smartphones. No separate application required.

A Personal Meeting Repository

Give officials a personal, secure location to review and take notes on all meeting content, including agendas, supporting documents, minutes, and media.



Interactive Meeting Tool

During live meetings, the Board Portal integrates with Live Meeting Manager to allow officials to refer to their review notes and annotations, capture notes within a dedicated field, receive visual cues as the agenda progresses from item to item, see speaker information instantly, and enter electronic votes (additional fees apply for electronic voting). Chair View can also be enabled to allow the meeting presider to call speakers and advance agenda items.

Find What You Need- Faster

CivicClerk automatically indexes published meeting content with Board Portal search functionality, so it is easy for officials to find information quickly. Our full-text search tool empowers officials to locate past items, attachments, minutes, and agendas by searching a keyword, date range, and more. An item summary view allows officials to see the motions, votes, and any comment or discussion on the item that was recorded in the meeting minutes in an intuitive display, preventing a manual search through full minutes documents.

Elected/Appointed Officials Board Portal Features

- Secure, individual access to meeting materials
- Annotation and note-taking ability that you can use in pre-meeting preparation as well as in-meeting note-taking
- Optimized for all devices, including desktops, laptops, tablets, and smartphones. No separate application required
- Live speaker name and countdown timer visible for each item
- Visual cues and one-touch access to the current discussion item
- Electronic voting from any device
- Chair View to allow the meeting chair to call speakers and advance agenda items
- Full-text search functionality provides visibility into past meeting content including notes made within the individual's private notes field
- Minutes summary view enables officials to see motions, votes, and any comment or discussion recorded in the meeting minutes for individual items

Citizen Portal

Content Accessibility

It's not enough to be transparent by publishing your agendas and other meeting documents online. Your meeting content must be accessible to all members of the public.

CivicClerk has a dedicated accessibility portal that gives members of the public complete access to your meeting content. Closed captioning is also available with our CivicPlus Media service for live streaming and on-demand video. Additional fees apply for CivicPlus Media and closed captioning.

Content Transparency

Build public trust with access to fully searchable meeting content, including legislative decisions and public meeting videos. Meet municipal transparency requirements while keeping citizens engaged and informed.

Citizen Portal Features

- Citizen portal iframe to embed on any webpage gives access to all meeting content on a single page
- PDF downloads of Agenda, Packet, Minutes, Notices, and Other pertinent meeting documents
- HTML agenda view hyperlinks attachments within the meeting agenda for direct access to specific documents
- Full-text search and filtering options
- Email notifications
- Social sharing
- Side-by-side agenda and video display with CivicPlus Media (additional fees apply)
- Optional Motions and Vote minutes display updates the HTML agenda view to allow citizens to quickly see the final disposition of agenda items without having to read full minutes documents
- Accessibility portal designed to WCAG 2.0 A and AA standards

CivicClerk Implementation

Ten to Fourteen Weeks

While every CivicClerk implementation is unique, the following timeline can provide you information about the different implementation stages and what you can expect at each stage.

PROJECT START

1

PHASE 1
Project Kickoff

- Project Kickoff call to review the timeline and deliverables and provide access to project tracking software
- Your staff complete a questionnaire to capture information needed for CivicClerk configuration

PHASE 2
Consulting

- Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options

2

3

PHASE 3
Configuration

- Premium system configuration is completed and handed off for review, testing, and feedback
- Configuration adjustments made per submitted feedback

PHASE 4
Finalization

- Access is enabled for all users in preparation for training

4

5

PHASE 5
Training

- Live, virtual training sessions are conducted within configured site

GO LIVE

Premium Implementation Plan

Implementation & Support Experience Designed for You

CivicClerk has the experience and expertise to help administrations of any size transform the entire meeting management process. We know implementation can't be a one size fits all solution and offer flexible packages designed to meet your desired outcomes.

Our Premium Implementation Package is the perfect fit for automating manual or inefficient agenda and meeting processes. It is designed for organizations with less than 50 internal users and a desire for a guided implementation experience. A dedicated and knowledgeable implementation consultant will manage your project from end-to-end—consulting and collaborating with your team, configuring the system to automate your process, and delivering live virtual training to your user groups. Key project staff will have online access to the timeline and all expected checkpoints and deliverables for a fully transparent implementation.

Beyond implementation, your users will feel empowered by our in-application support tools, a full online help center, as well as phone, email, and live chat support with members of the dedicated, award-winning CivicClerk Technical Support team.

Consulting

Up to 2 Hours of Virtual Consultation

During this consulting session, your CivicClerk implementation consultant will be reviewing your submitted project questionnaire with your key project staff. The implementation consultant will review your custom template designs and discuss the configurations that will be made to ensure your CivicClerk workflows match your current agenda and meeting processes.

Configuration

Our team will configure your system with Premium customization options to map existing processes to CivicClerk. Additional custom configurations can be made by Administrative users at any time using Help Center resources.

Design

We will design up to 5 custom templates to ensure consistency in system-generated meeting documents: Agendas, Item/Staff Report, Minutes, Agenda Script.

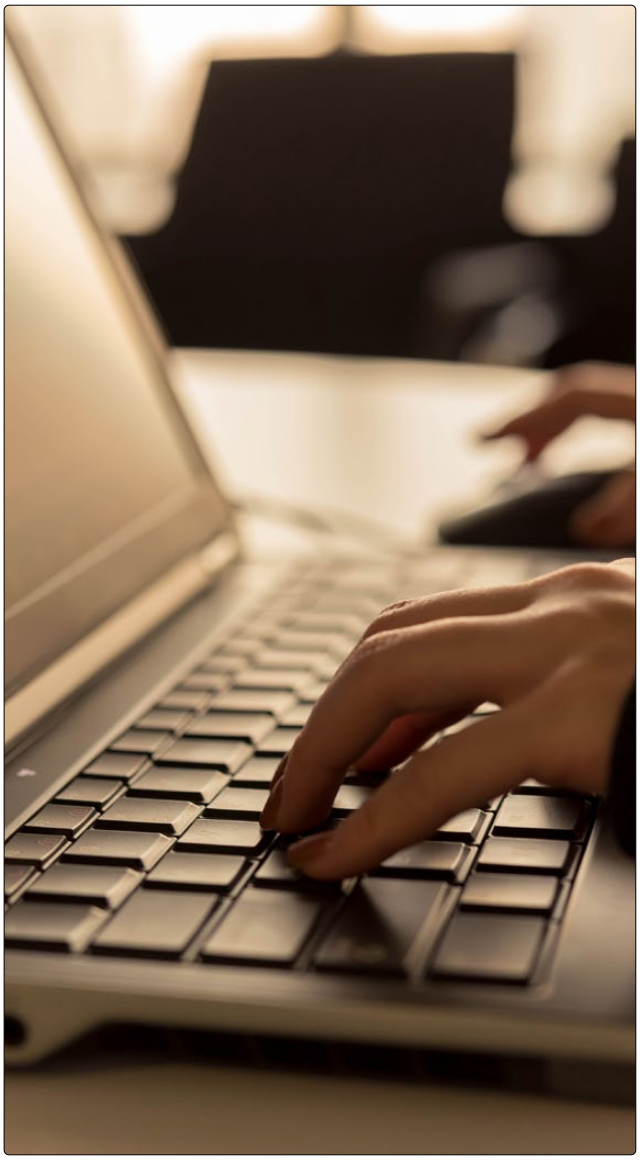
Training

Up to 4 hours of Virtual Training

Your CivicClerk implementation consultant will guide user groups through live, virtual training sessions using your custom configured CivicClerk site. We recommend no more than 20 users per session. Individual sessions are either 30 or 60 minutes in duration.

CivicClerk Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled.

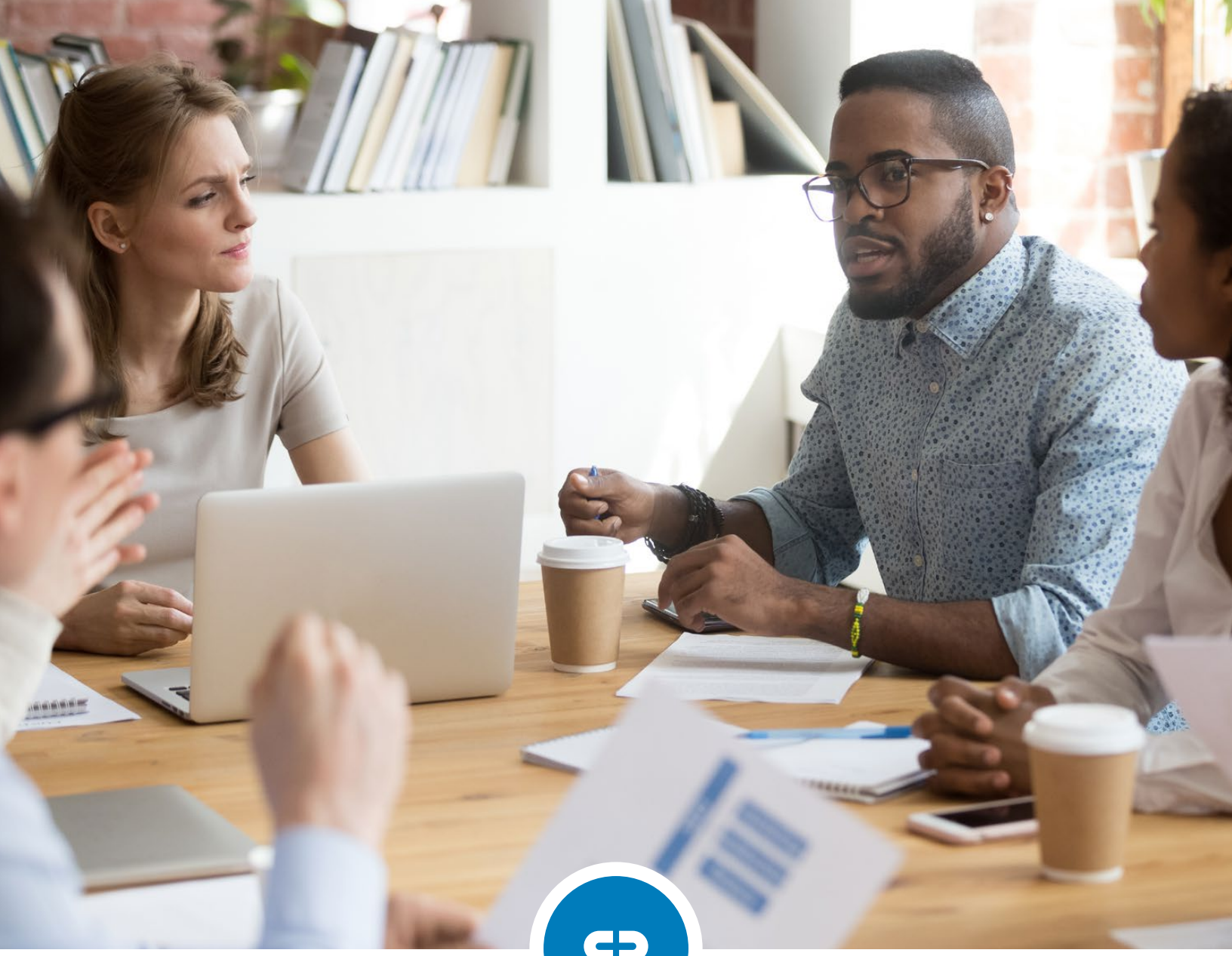


Cloud-Hosting with Azure

The CivicClerk infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage in done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

Disaster Recovery

CivicClerk utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure Virtual Machines.



HOSTED WEBSITE SERVICES

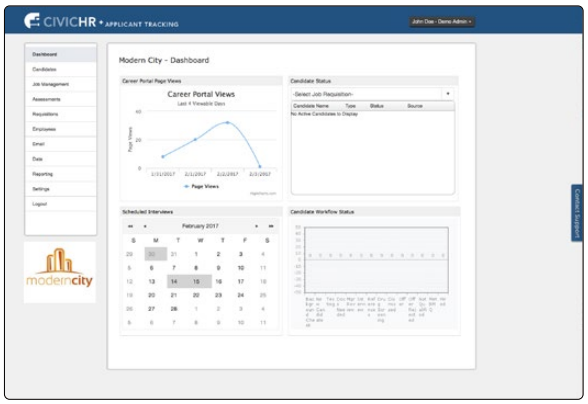
CITY BID #19-21/22

CivicHR

Human Resource Software

Applicant Tracking

For local governments looking to bring talent into their administrations, CivicHR offers an easy-to-use applicant tracking software (ATS) solution. CivicHR helps local government human resource managers to more efficiently receive, screen, track, and hire job candidates, while more efficiently communicating and collaborating with hiring departments. Human resource departments of any size can more efficiently fill open positions by automating aspects of the documentation, application routing, candidate communication, and job posting processes.



Applicant Tracking Features

Did You Know?...

Traditional hiring processes spend most of the time targeting the 17% that are actively looking, but ignore the other 83% which contain the top candidates.

An application and resume provide experience and skills data, but on their own offer little indication of a candidate's interest, willingness, and fit for a position. Performance Profiles, Benchmarking, and Trending Skills identify future top performers who will go above and beyond their duties and be committed to your organization.

Performance-Based Approach to Hiring

CivicHR allows local government human resource departments to find and hire talent using a performance-based approach. With its customizable job descriptions, sourcing channels, and basic minimum qualification assessment and candidate scoring, CivicHR helps HR managers to create a profile for an ideal candidate for each open position. Managers can then identify that candidate from among the applicant pool using built-in intuitive pre-screening tools. This automation saves HR managers time while identifying a more qualified pool of applicants to be interviewed and assessed by the hiring department.

An Easy-to-Use Approach to Talent Acquisition

CivicHR offers HR management teams customizable tools to easily manage job descriptions, publish open positions, accept online applications, and screen candidates. CivicHR's talent acquisition functionality allows local government HR managers to:

- Streamline the hiring process, helping you quickly find and select the best candidates.
- Standardize your hiring process with easy-to-use templates.
- Hire faster with standardized metrics and access to a searchable database of all applicants.
- Track, manage, and reduce your cost-per-hire.
- Save time reviewing resumes.
- Fill positions faster by automating the pre-screening and ranking of applicants against baseline specified job criteria.
- Meet Equal Employment Opportunity Commission (EEOC) and Office of Federal Contract Compliance Programs (OFCCP) compliance requirements for applicant record retention.
- Reduce the costs associated with manual paperwork, and limit the number of hours spent screening applicants and mailing applications to individual departments.
- Attract more qualified candidates for each open position through integration with social media profiles such as LinkedIn and Facebook.
- Expedite job postings to multiple third-party employment websites with a single integrated solution.
- Accelerate application submissions through the mobile-optimized career portal.
- Proactively identify qualified talent by searching previously submitted applicant profiles and encourage new applications using the invite-to-apply tool.
- Improve the applicant experience with expedited communications sent via automated mass notifications.
- Optimize the recruiting process by using integrated ROI reports.

Time-Saving Features

Create Job Requisitions

Create and manage job requisitions to help departments communicate their hiring needs and stay right-sized. Track the status of each requisition from creation, to review, to approval, to submission, and posting.

Job Description Management and Integration

Create job postings in less than a minute by starting with one of our job profile templates. Instead, write and manage job descriptions from a single system that integrates with your employee management solution. This integration ensures employees are continually evaluated against the exact criteria for which they were hired. The job management module also allows you to manage all the details for your many positions in one single repository, making it easy to keep postings updated based on collaborative feedback as positions and expectations evolve and change.

Create Job Applications

Create standard application versions based on department, title, or any other criteria from one location.

Build Custom Applicant Measurement Criteria

Set criteria that will be used to pre-screen applications, saving you the time and effort of manually reviewing the submissions of applicants who are not qualified.

Social Network Integration

Post open positions to local government website career pages and social media channels, including Facebook, Twitter, and LinkedIn, extending your reach and maximizing your applicant pool.

Interview Schedules

Track candidate interview schedules within CivicHR for consistent inter-departmental communications and process management.

Job Sourcing

Manage future open positions and learn where applicants are finding out about positions using the job sourcing channel feature.

Automated Pre-Screening of Required Qualifications

Automatically screen initial application submissions to ensure baseline qualifications are met. This process expedites the application review process for both HR administrators and hiring managers by only moving applicants through the hiring workflow if they meet the position's baseline education and experience requirements.

Custom Candidate Assessment Criteria

Create job criteria based on competencies you've identified in your top employees. The CivicHR system will then search for candidates that exhibit those identified qualities.

Candidate Scoring

CivicHR helps make scoring an actionable evaluation step by allowing administrators to establish basic minimum qualifications (BMQ). Candidates that the system determines do not meet BMQs, based on identifiable criteria, may be excluded from advancement in the hiring process.

Detailed Reporting

Analyze candidate sourcing as well as identify candidates by status type, job description, and career portal metrics. CivicHR also enables Equal Employment Opportunity (EEO-1) compliance reports to ensure you are meeting federal requirements.

Candidate Communications

Craft specified email communications that are automatically sent when a candidate's status changes. Such communications eliminate candidate confusion as to their application status, which minimizes phone calls and walk-ins.

Application Keyword Searches

CivicHR analyzes resumes and stores data allowing you to search for specific qualifications, experiences, or traits by keyword. You can even search previously submitted applications, expanding your candidate pool to include passive job seekers.

Employee Onboarding

CivicHR's employee onboarding solution is a web-based for new hire documentation and communication. This platform streamlines your workflows for new employee transitions and enables new hires to more quickly assimilate into their position and their department. With effective onboarding, new employees become impactful team players faster, improving overall team production and success.

Employee Onboarding Features

Did You Know?...

According to Michael Watkins, author of The First 90 Days, the breakeven point for a new hire is greater than 6 months and the cost of turnover for an employee earning less than $100k can equal 14 times their salary.

An Engagement-Based Approach to Employee Orientation

CivicHR allows local government human resource departments to reach newly hired staff prior to day one and introduce them to the critical role they will play as an employee of the community. The onboarding tools ensure a consistent and engaging first impression for new staff and leverages technology to reduce administrative tasks and paperwork so orientation can focus on a more lasting experience that inspires new members of your team. The easy-to-use CivicHR onboarding solution allows you to:

- Create, distribute, and collect all necessary new employee forms, such as payroll forms, compliance documents, internal policy forms and more, electronically streamlining the orientation process and eliminating stacks of paperwork.
- Assign new hire preparation and setup tasks to workflow agents for completion, to ensure employees are fully equipped on day one.
- Create and distribute surveys to gather feedback from new hires that can help you inform and improve the talent acquisition and onboarding process in the future.
- Enable employees to comply with company policies and procedures from day one with effective training and communication of expectations.
- Manage training plans by department and role, eliminating the need for managers to recreate training programs with each new hire.
- Improve retention and job satisfaction. Employees are more likely to enjoy their job and remain with their team when expectations are clearly outlined.

Time-Saving Features

Custom Workflow Management

Hiring and onboarding requires coordination across multiple departments. Ensure no steps are missed by streamlining workflows using CivicHR. Assign tasks to administrative support staff across departments. For example, request that business cards be ordered by your administrative team, an email account be set-up by your IT team, and an office space be prepared by your facilities team. Then track each request through to completion.

Employee Onboarding Portal

Our integrated, government-branded employee portal allows new employees to access forms, videos, health and dental insurance information, policy manuals, facility maps, organization charts, and other essential new hire forms and onboarding procedure documents all from a single, convenient location. Our online portal reduces paper and automates manual onboarding steps to free-up your human resource administrators and department managers for other projects and tasks.

Form Automation

Expedite new employee form completion and store forms in a single, integrated system. Use our online W-4 and I-9 forms to automate data gathering for these critical new hire requirements before the employee's first day on the job. You can even use customize forms for automatic payroll deposit, benefits enrollment, employee personal information, or emergency contacts.

New Hire Onboarding Surveys

Survey your new employees for actionable feedback on their first day, first week, or first month. Our surveys make it easy to add this important data gathering step into your onboarding process without requiring continual manual intervention.

Custom Onboarding Plans

Create custom onboarding plans for both new hires and internally promoted employees using our online tools. Start with one of our job-specific templates that is aligned with the title or department to which you are hiring. Then tailor it as needed to quickly publish and promote the relevant packet for each employee. Detailed onboarding plans help ensure manager and employee expectations are met and new hires can acclimate quickly, increasing job satisfaction and performance.

CivicHR Implementation

A typical project timeline ranges from 12 – 17 weeks. Stillwater's proactive vision to develop a user-friendly, self-service human resources environment for its community and employees is commendable. You can have complete confidence that the professionals at CivicPlus will become your strategic, trusted partners in achieving this vision.

PROJECT START

1 **Initiate**
FOUR TO SIX WEEKS

- Kick Off
- Timeline
- Deliverables
- Project Goals

Design & Configure
TWO TO FOUR WEEKS

- System Configuration

2

3 **Optimize**
TWO WEEKS

- Review Development Process and Functionality

Educate
THREE TO FOUR WEEKS

- Administrative Training
- System User Training
- Access to Video Tutorials/Manuals
- Post Go-Live Refresher Training

4

5 **Launch**
ONE WEEK

GO LIVE

CivicHR Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over $1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled.

Cloud-Hosting with Azure

The CivicHR infrastructure is fully hosted within the Azure Cloud environment using their Infrastructure as a Service (IaaS) model. Using a mix of Azure Virtual Machines and Storage Accounts, all processing and data storage in done within this environment. All users need is a web browser to access and utilize the application. Your system is monitored 24/7/365 with a 99.9% guaranteed up-time (excluding maintenance). Additional details regarding our hosting and security services can be provided upon request.

Disaster Recovery

CivicHR utilizes Azure's Site Recovery Services and Geographically Redundant Storage Accounts (GRS) to provide disaster recovery between Azure regions. All data is written to a GRS account which creates copies of that data in data centers across multiple Azure regions, so access to the data is always available. Site Recovery Services allows us to quickly spin up and failover to clones of our Azure VMs.

HOSTED WEBSITE SERVICES

CITY BID #19-21/22

CivicOptimize

Digital Optimization Platform

CivicOptimize Features & Functionality

CivicOptimize Productivity (Productivity) is an efficiency-centric, low-code, digital optimization software designed specifically for your staff, your in-field workers, and your community. It consists of a set of LCAD tools and services managed from a single dashboard that allow you to build mobile application solutions that link closely into existing government IT systems. Your tools and services fall into four major categories of functionality.

Key Features

Build

Productivity enables non-technical employees to quickly build PWAs and forms with associated content, including work guides or instructions and informational text to help guide end users.

Developers can integrate forms into any native or web app with the SDK, or link form submissions directly into administrative systems using callbacks.

Customize

Non-technical employees can easily customize key app components such as icons, splash screens, app names, banner images, and color themes - all without coding.

Developers can extend version one work by targeting individual form and app elements with Custom CSS and customize any aspect of the PWA interface.

Mobile App provides enhanced organization tools to improve app navigation and usability.

Integrate

Productivity comes ready with out-of-the-box integrations for your favorite CivicPlus solutions, plus Microsoft Active Directory and Microsoft Power Automate.

Our Power Automate connector makes it easy to build time-saving workflows into everything from individual tasks to large-scale systems, with seamless integrations via hundreds of other prebuilt connectors. (additional fees apply)

Manage

Productivity allows administrators to manage users and access to apps, monitor API health, web app deployments, developer keys, and account usage.

Budget and resource-strapped municipalities can also save money on system administrators with this software as a service (SaaS) solution running on a high-availability AWS infrastructure.

Deploy

Non-technical employees can instantly deploy digital forms as a service, or offline-first, using PWAs. Developers can also deploy their custom Productivity SDK enabled web apps with a single command or by integrating a form into a third-party native app or web app.

Extend

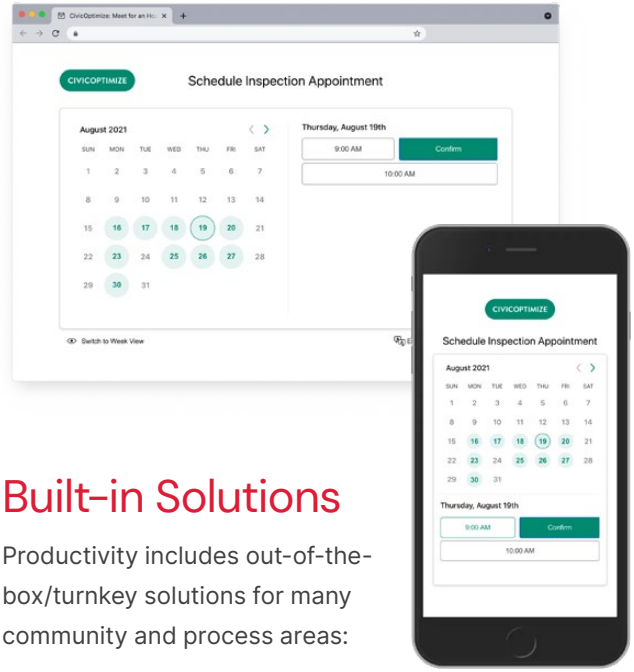
Developers avoid wasted time and technical lock-in by simply extending version one work completed by non-technical employees into version two, enterprise-grade solutions. Productivity supports many forms of system integrations and customization, and uses common programming languages such as Node.JS.

Scheduling

Productivity is an automated, mobile responsive tool that you can integrate into your website or citizen engagement portal. No more hassle of scheduling, rescheduling, and canceling appointments through mail or phone calls. Your citizens can now book appointments with government entities 24/7 by utilizing the online booking service that automatically syncs calendars with relevant employees. You can also collect and validate data and payment prior to scheduling, something you can't do with other scheduling services.

Productivity Scheduling Provides:

- **A Branded, Local Experience** – Customize your booking pages with your logo, brand colors, and collect/verify all relevant information you require for the appointment booking.
- **Empowerment** – Allow your citizens to book their appointments online, at their convenience. You reduce unwanted walk-in traffic by showing availability online, and can be used for any in-person or virtual appointment.
- **A Ready-To-Go Solution Out-of-the-Box** – It's simple to configure from the Productivity console.
- **A Mobile-first Experience** – Scheduling is optimized for ease-of-use from a computer or mobile device.
- **Efficiency & Transparency** – Automated appointment scheduling eliminates walk-ins looking to book appointments and also ensures the data/payment information that is required is handled prior to their appointment time.



Built-in Solutions

Productivity includes out-of-the-box/turnkey solutions for many community and process areas:

- Administration
- Animal Services
- City Clerk Department
- City Council
- Communications
- Community Events
- Community Development
- Economic Development
- Emergency Management
- Finance
- Fire
- Health Department
- Human Resources
- IT Department
- Parks & Recreation
- Permits
- Police
- Public Utilities
- Public Works
- Risk Management

Standard Productivity Tools

- Building sophisticated mobile-optimized forms and work-guides
- Deploying forms and work guides as PWAs (Forms can be organized by tags)
- Integrating form workflows with corporate IT systems through APIs - both within the forms completion flow and upon form submission
- Administering and managing users, apps, and APIs with basic analytics plus PowerBI integration

Advanced Productivity Tools

- Style CSS: Match your mobile app or website
- API Hosting: Host server-side code to be called from mobile or web front ends
- Dynamic Options: Pull and populate form option lists by API
- Integrations: Lookups and submissions by API
- Developer Keys: SDK access and PDF service
- Embedding Forms: Console user can easily generate a code to embed a Productivity form from any webpage (CivicEngage or third-party)

Credit Card Processing

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Local governments can use Pay within many of our solutions to enable seamless payment capabilities.

Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. Pay offers integrations with several common payment gateways to provide flexible payment solutions. CivicPlus has partnered with several integrated gateways to enhance the customer experience through a streamlined relationship between the CivicPlus solution and the gateway that processes the payments.

If a partner payment gateway is utilized by Stillwater, CivicPlus can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, on a more limited fashion, to assist you in developing a successful system. Additional details on our approved partner network and other supported gateway providers is available upon request.

To utilize any of the approved gateways, an agreement will need to be executed directly between Stillwater and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent. We are happy to assist in your procurement of such devices.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our customers' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, providing reasonable notice to our customers of any changes. These features and functionality are offered on a gratuitous basis to our customers, with no monetary value per feature, and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

CivicOptimize Implementation

Sample Timeline

Design creation, content development, configuration for usability and accessibility, dedicated training – CivicPlus delivers all of this and more during the development of your new system. A typical project timeline with our Standard Professional Services Package ranges from 6-12 weeks. Your exact project timeline will be created based on detailed project scope, project enhancements purchased, availability for meeting coordination, customer deliverable return and completion, approval dates, and other factors.

PROJECT START

1 **Initiate**

ONE TO TWO WEEKS

- Project Initiation & Customer Deliverables Identified
- System Creation & Configuration

Design & Configure

FOUR TO TEN WEEKS

- Customer Identified Deliverables Due
- Standard Training & Consulting Engagements
- Branding & Design Development
- Form Development
- Technical Implementation (Structure & Workflow)

2

3 **Launch**

ONE WEEK

- Launch Assistance & Project Close

GO LIVE

Implementation

Phase 1 – Initiate

- Your Implementation Consultant will meet with you to initiate the project and schedule any training and consulting engagement(s) needed
- The Implementation Consultant will also create and configure your system per package specifications

Phase 2 – Design & Configure

- All deliverables identified are submitted by customer
- The Implementation Consultant will provide required system configuration, training, and consulting
- The CivicPlus design team will apply branding elements and complete CSS styling
- The content development team will develop included template (or custom) forms in your portal
- CivicPlus implementation team members will customize the technical structure and/or workflow of your system and finalize

Phase 3 – Launch

- Your new system launches to the public
- Your Implementation Consultant closes out the project

Professional Services Package

The following services are recommended to get the most out of your Productivity platform, year after year. Setting up your system is only the first step. Next, you will want build forms and workflows to optimize your processes and integrate your systems. Choose one process or many to get started, depending on your team's bandwidth. Then, add on new processes or continuously improve existing processes to maximize your ROI.

Standard Package (total of 32 hours)

The CivicPlus team will document your process workflow, and will work with your team to build, configure, and style your solution for one basic government process.

- **Consulting** – Define business process and/or workflow for your solution
- **Form development** – Productivity form template library or custom
- **Technical implementation** – Customize the technical structure and/or workflow of your system
- **Graphics/Custom CSS Styling** – Apply municipality logo/icon and banner
- **Training** – User Training and/or Work Sessions

CivicOptimize Hosting & Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over 1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled.

Amazon S3 (AWS)

Your Productivity information and data is in secure hands with AWS in our Ohio AWS Availability Zone. Amazon S3's web service interface allows you to store and retrieve any of your data, at any time, from anywhere on the web.

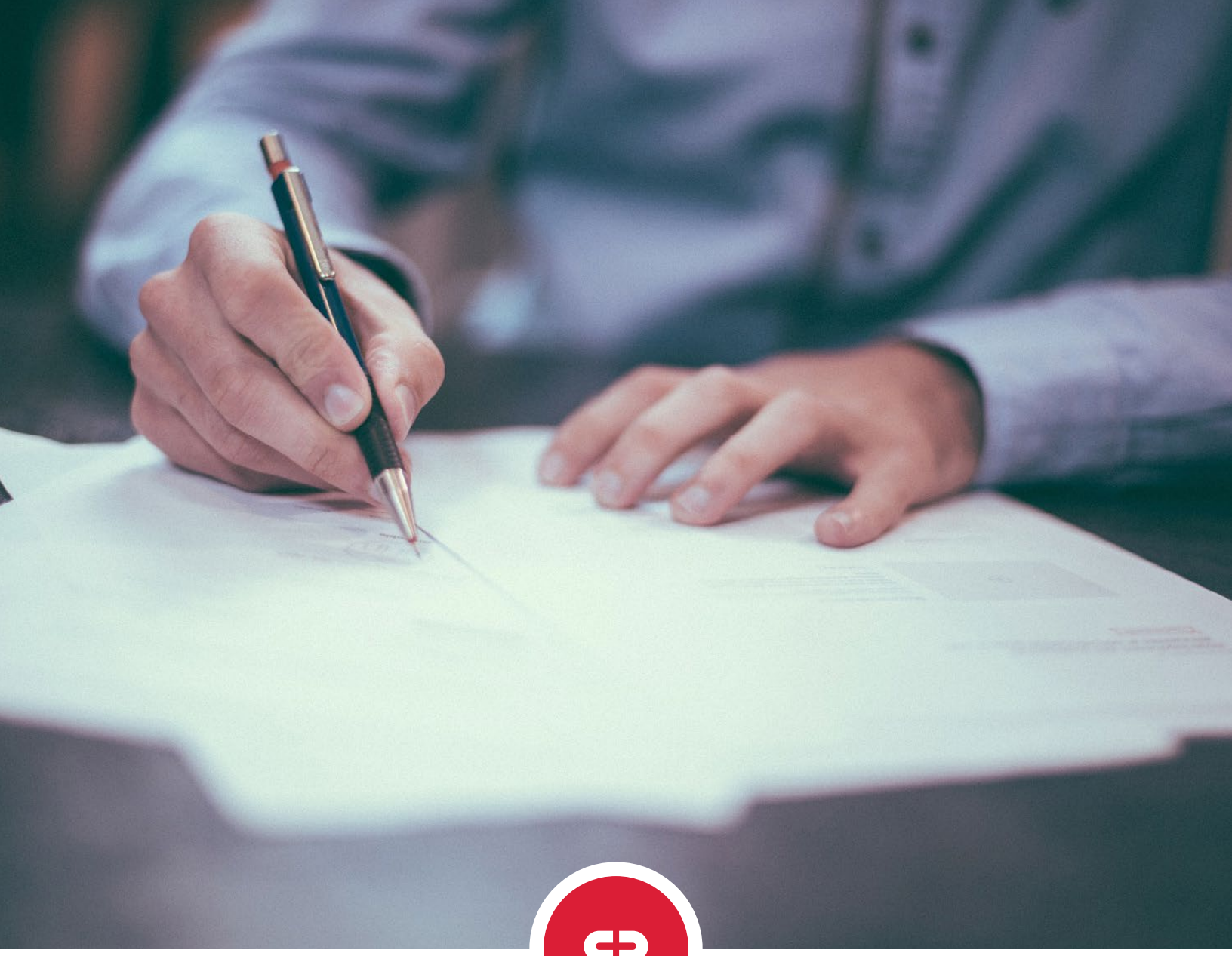
It gives you access to the same highly scalable, and reliable, data storage infrastructure Amazon uses to run its own global network of websites.

Stillwater can easily manage the AWS features to organize your data and configure finely-tuned access controls to meet your specific business, organizational, and compliance requirements. Amazon S3 is designed for 99.999% of durability, and stores data for millions of applications for companies all around the world.

Amazon S3 secures your data from unauthorized access with encryption features and access management tools and allows you to block public access to all of your objects at the bucket or the account level if needed.

Around-the-Clock Protection

CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' solutions.



HOSTED WEBSITE SERVICES
CITY BID #19-21/22

Sample Agreement

CivicPlus

Master Services Agreement

This Master Services Agreement (this "Agreement") governs all Statements of Work ("SOW") entered into by and between CivicPlus, LLC ("CivicPlus") and the client entity identified on the SOW ("Client"). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW ("Effective Date"). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Client. CivicPlus and Client referred to herein individually as "Party" and jointly as "Parties".

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the "Services"); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the "Term"). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client's Services, as defined in the SOW ("Project Development"), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is

required to be filled out and submitted by Client (the "Contact Sheet"). Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client's request, CivicPlus will mail hard-copy invoices for a $5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if the Client requests a change in the timeline agreed upon at the beginning of the Project Development or a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees), Client agrees to reimburse CivicPlus for such fees, not to exceed $1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any

other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features, functionality, and efficiencies. Accordingly, CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client

or by any third party of personal data.

19. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

Data Security

21. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

22. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

23. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

CivicPlus Support

24. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online CivicPlus Help Center (civicplus.help) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (https://www.civicplus.help/hc/en-us/requests/new).

25. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

26. CivicPlus live support engineers are available to respond to User requests between 7:00 am to 7:00 pm CST Monday through Friday, excluding holidays and temporary closures for staff development, of which Client will be provided prior notice. Client is responsible for providing CivicPlus with all User contact updates. After-hours support is available by toll-free phone call only.

Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

27. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

28. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §28. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

29. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Recurring Services amounts paid by Client in the year prior to such claim of liability.

30. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

31. The liabilities limited by Section 29 and 30 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

32. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

33. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

34. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

35. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

36. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

37. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

38. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement .

Interlocal Purchasing Consent/ Cooperative Purchasing

39. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

40. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and the such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

41. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

42. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As

used in this Agreement, the word “including” means “including but not limited to.”

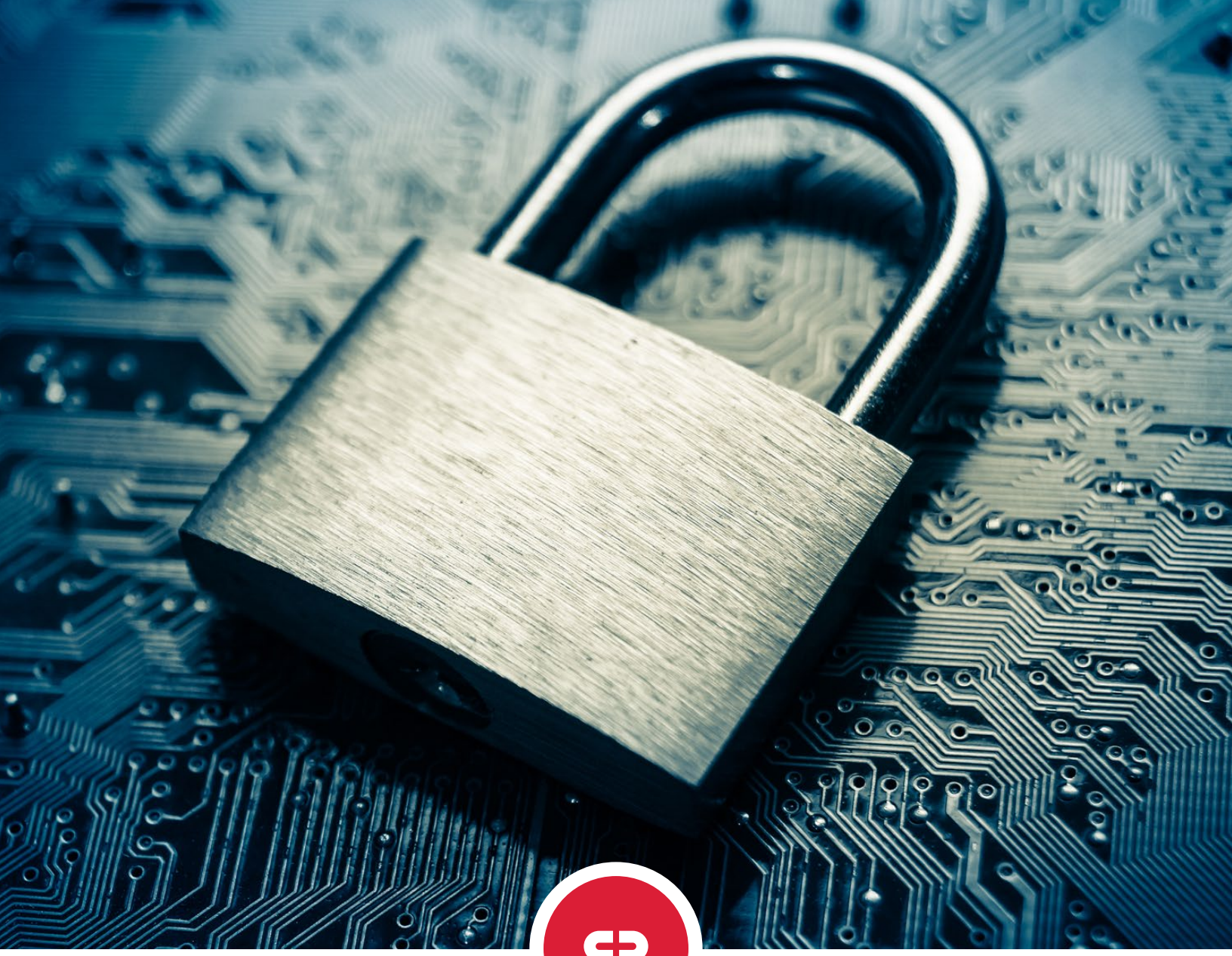
43. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

44. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and Client.

45. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Client with written notice describing such change via email or through its website. Client’s continued use of the Services following such updates constitutes Client’s acceptance of the same. In the event Client rejects the update to the terms herein, Client must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

Acceptance

The Parties agree to the terms and conditions of this Agreement by their signature on the SOW. If the SOW does not exist, then the inclusion of these terms in the Client’s purchase order, or CivicPlus’s provision of these terms to the Client prior to the start of implementation of the Services and Client’s ongoing cooperation of implementation of the Services and subsequent use of the CivicPlus Services by the Client shall be deemed acceptance and agreement to the terms and conditions in this Agreement.



HOSTED WEBSITE SERVICES
CITY BID #19-21/22

Product & Service Warranty

CivicPlus Warranty

After scope is finalized, CivicPlus will work with Stillwater until you are 100% satisfied with the finished product. As a member of the CivicPlus family, your project will be covered for the duration of your partnership with our organization.

Warranty

CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (Services). CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to Stillwater that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

EXCEPT FOR THE EXPRESS WARRANTIES IN A SIGNED AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 13, 2022

Agenda Item:	7c. CC-22-114
Prior Council Action/Related Items:	Renewable Energy Task Force Report to Council Resolution CC-2020-8 Bid Tab
Issue:	• City of Stillwater facilities operate a number of aging and energy inefficient systems such as heating, air conditioning and lighting (including street 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. • The Renewable Energy Task Force report to Council identified energy efficiency as the first priority, and recommended that the City should lead by example. • 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 City facilities receive new and more energy efficient systems and upgrades at no additional cost. • The first step in this process is an Investment Grade Energy Audit (IGA). • The IGA will identify potential projects that can then be considered for implementation by the City working with the selected ESCO.
Solution:	• The City issued a Request for Proposals on January 8, 2022. Four responses were received on March 30, 2022. • An evaluation committee was formed comprised of four members of the Renewable Energy Task Force, and three members of City Staff: ✓ Pat Darlington, RETF ✓ Robin Cornwell, RETF ✓ Madeline Goddard, RETF ✓ Henri Uehara, RETF ✓ Becky Taylor, Chief Civic Innovation Officer

	✓ Loren Smith, Electric Utility Director ✓ James Driskel, Water Utility Director • The evaluation committee completed a scoring rubric based on the requirements listed in the RFP. • The top three scoring ESCO's were interviewed by the committee during the week of April 16.
Financial Impact/Funding Source(s):	• Funding for the IGA has been budgeted this fiscal year.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government: To provide effective services and accountable government by practicing fiscal responsibility, transparency and outstanding customer service. #2 Motivated Management - To serve with integrity and demonstrate proactive leadership, motivated management and smart planning skills needed to create a better community. #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:	• The evaluation committee unanimously recommends Johnson Controls as the ESCO partner for the City for the following reasons: ✓ Highest aggregate score on the evaluation rubric. ✓ Clearly demonstrated that they had thoroughly reviewed the RETF report and understood its goals. ✓ Presented a cohesive and consistent team that demonstrated energy, positive corporate culture, experience, and a collaborative attitude. ✓ Demonstrated a forward thinking "outside-the-box" organization that will help to guide Stillwater in areas where we "don't know what we don't know". ✓ Spent significant time and effort researching and getting to know the City of Stillwater. ✓ Showed a great deal of interest in Stillwater as a community and enthusiasm for a long term partnership. ✓ Invested the time and money to bring top-level and relevant company officials to Stillwater for the interview. ✓ Proposed arrangements utilizing JC employees for part- or full-time Sustainability Coordinator support until, and if, the city chooses to hire its own employee. • 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 we have a dependable long-term partner that will be there when we need them. Johnson Controls verified that they will be that partner.

	Motion to select Johnson Controls as the ESCO partner for the City of Stillwater and authorize contract negotiations for an Investment Grade Energy Audit. The final contract will be brought back to Council for approval prior to initiating the audit.
Prepared By:	John McClenny, Special Projects
Reviewed By:	Evaluation Committee Members Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 13, 2022

Agenda Item:	
Background / Issue:	• 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. • Listed below are the proposals 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).
Proposal/Solution:	Staff recommends Council authorize the City Manager to sign contracts related to benefits administration for FY22-23.
Financial Impact/Funding Source(s):	Amounts are allocated in the FY22-23 budget.
Related Strategic Priority:	#1 Effective Services & Accountable Government: To provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	Motion to authorize the City Manager to sign contracts related to benefits administration for FY22-23 as outlined in this report.
Prepared By:	Leah Womack, Human Resources Generalist
Reviewed By:	Christy Driskel, Human Resources Director Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager

REPORT TO: CITY COUNCIL

MEETING DATE: JUNE 13, 2022

Agenda Item:	7f. CC-22-119 6a. SUA-22-32
Prior Council Action/Related Items:	CC-21-122 SUA-21-26
Issue:	• City of Stillwater property/casualty insurance expires on June 30, 2021. • For the past three years, the City of Stillwater has utilized USI as advisor and broker for property and casualty insurance. • For at least the past 30 years, the City has maintained a self-insurance fund up to the tort liability limits under State statue and purchased insurance with coverage in excess of that amount. • 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. • OMAG also provides a number of value added services including: ✓ access to attorneys with employment law expertise; ✓ administration of worker's comp and tort claims; ✓ no cost training sessions to member cities on employment law subjects; ✓ appraisal services to member cities; and ✓ bonding of employees required under state statute at no cost. • OMAG has advised that it is not necessary for Stillwater to be insured beyond tort liability limits.

	• 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. • This amount includes cyber insurance. • The deductibles are only 10% ($25,000 vs $250,000) of that offered through USI. • 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.
Solution:	• Staff recommends engaging with OMAG for City of Stillwater property and casualty needs for FY23.
Financial Impact/Funding Source(s):	Funds are budgeted for property and casualty insurance in FY23 and no additional budget appropriation is required.
Strategic Plan Alignment:	#1 Effective Services & Accountable Government**:** To provide effective services and accountable government for all citizens by practicing fiscal responsibility, transparency and outstanding customer service.
Recommended Action/Motion:	Motion to engage with OMAG for FY23 property and casualty needs in the amount of $549,475.
Prepared By:	John McClenny, Procurement Manager
Reviewed By:	Melissa Reames, Deputy City Manager Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager

OMAG
3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

Municipal Property Protection Plan

Declarations Page

1. PLAN MEMBER: **City of Stillwater** AGREEMENT NUMBER: **PENDING**
   Mailing Address: 723 S Lewis Street
   Stillwater, Oklahoma 74074

2. Plan Period From 12:01 A.M. Central Standard Time at the address of the Plan Member
   From 7/1/2022 to 7/1/2023
3. The Plan Member is a(n) Municipality
4. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE			PREMIUM
COMMERCIAL PROPERTY COVERAGE			
Buildings and Business Personal Property, per schedule		Limit:$177,350,447	$259,898
Mobile Equipment, per schedule		Limit:$	$
Leased/Rented Equipment		Limit:$	$
Miscellaneous Equipment, per schedule		Limit:$	$
Fine Arts, per schedule		Limit:$	$
EXCESS COVERAGE			
Business Income	$4,150,000 per occurrence	$4,150,000 per location	$10,375
Accounts Receivable	$2,475,000 on premises	$2,485,000 off premises	$6,188
Valuable Papers	$475,000 on premises	$490,000 off premises	$1,188
Theft/Disapp/ Destr	$230,000 inside	$240,000 outside	$7,320
Earth Movement (Subject to $100,000 Deductible)		Excess Limit: $49,000,000	$14,798
EQUIPMENT BREAKDOWN COVERAGE			
Excluding Electrical Power Generating Equipment, per schedule			Included
Including Electrical Power Generating Equipment, per schedule			Excluded
TOTAL PREMIUM			$299,767

5. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
7. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.

Issue Date: **June 3, 2022**

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Municipal Liability Protection Plan

Declarations Page

1. PLAN MEMBER: **City of Stillwater** AGREEMENT NUMBER : **PENDING**
   Mailing Address: 723 S Lewis Street
   Stillwater, Oklahoma 74074
2. Plan Period From 7/1/2022 **to** 7/1/2023 **12:01 A.M. Central Standard Time**
3. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE		PREMIUM
GENERAL LIABILITY (PARTS I, IV, V and VI)		**Coverages A,B,C,D, I, J, L**
A. Bodily Injury	B. Property Damage	$196,097
C. Personal Injury	D. Errors and Omissions	
[X] Prior Acts Coverage		
AUTOMOBILE LIABILITY (PART II)		**Coverages E,F**
E. Bodily and Personal Injury	F. Property Damage	$20,143
		Hired and Non-Owned
[X] Hired and Non-owned Automobile Coverage		$142
AUTOMOBILE & EQUIPMENT PHYSICAL DAMAGE (PART III)		**Coverage G**
G. Automobile Physical Damage		$29,172
1. Comprehensive		
2. Specified Perils	Per Fleet Schedule	
3. Collision		
[X] Hired Auto Physical Damage Limit: $150,000		
H. Equipment Physical Damage – Per equipment schedule		**Coverage H**
[X] Mobile Equipment		$1,484
[X] Auto/Misc. Equipment Blanket Limit: $1,000,000		$1,320
[ ] Mobile Equipment Leased/Rented Limit:		
CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE (VI)		**Coverage K**
K. See Cyber/Data Breach DEC		$1,350

4. **Limits of Liability, subject to the GOVERNMENTAL TORT CLAIMS ACT: A,B,E,F** — **Total Premium** $249,708

$125,000	Each Other Loss Per Occurrence **Coverages A,E**
$25,000	Each Property Damage Loss Per Occurrence, including Fire Legal **Coverages B,F**
$1,000,000	Aggregate Per Occurrence **Coverages A,B,E,F (No Annual Aggregate)**

Limits of liability not subject to the OKLAHOMA GOVERNMENTAL TORT CLAIMS ACT: C,D,K

$1,000,000	Each Other Loss Per Occurrence **Coverages C,D**
$2,000,000	Annual Aggregate **Coverages C,D**
See Cyber DEC	Cyber/Data Breach Coverage

5. **DEDUCTIBLES**

Coverages A,B,E,F:	No Deductible, except sanitary sewer overflows and electrical disruptions, which are subject to the Deductible of C & D.
Coverages C,D:	**$25,000** Per Occurrence
Coverages G,H:	Per Schedule
Coverage K:	Per Applicable Cyber/Data Breach Deductible

6. This agreement is composed of this Declaration Page, the MLPP Document, Schedules, Forms and Endorsements, if any.

Issue Date: June 2, 2022

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"

WHEREAS, the City of Stillwater has adopted Ordinance Number 3351, establishing authority to prohibit the flying of Unmanned Aircraft Systems (UAS) within designated areas within the corporate boundaries of the City during certain public events; and

WHEREAS, the City Council has determined that it is necessary to invoke said ordinance over the area identified in Attachment "A" and hereto during the dates and times set forth below.

NOW, THEREFORE BE IT RESOLVED, that pursuant to Ordinance Number 3351, codified at Section 16-110 of the Stillwater City Code, the flying of UAS over the area identified in Attachment "A" hereto, is hereby prohibited on July 1, 2022, between the hours of 4:00 p.m. and 12:00 a.m.

PASSED AND APPROVED at a regular meeting of the City Council and duly signed by the Mayor this 13th day of June, 2022.

CITY OF STILLWATER, OKLAHOMA
A Municipal Corporation

_____
WILLIAM H. JOYCE, MAYOR

(SEAL)
ATTEST:

_____
TERESA KADAVY, CITY CLERK

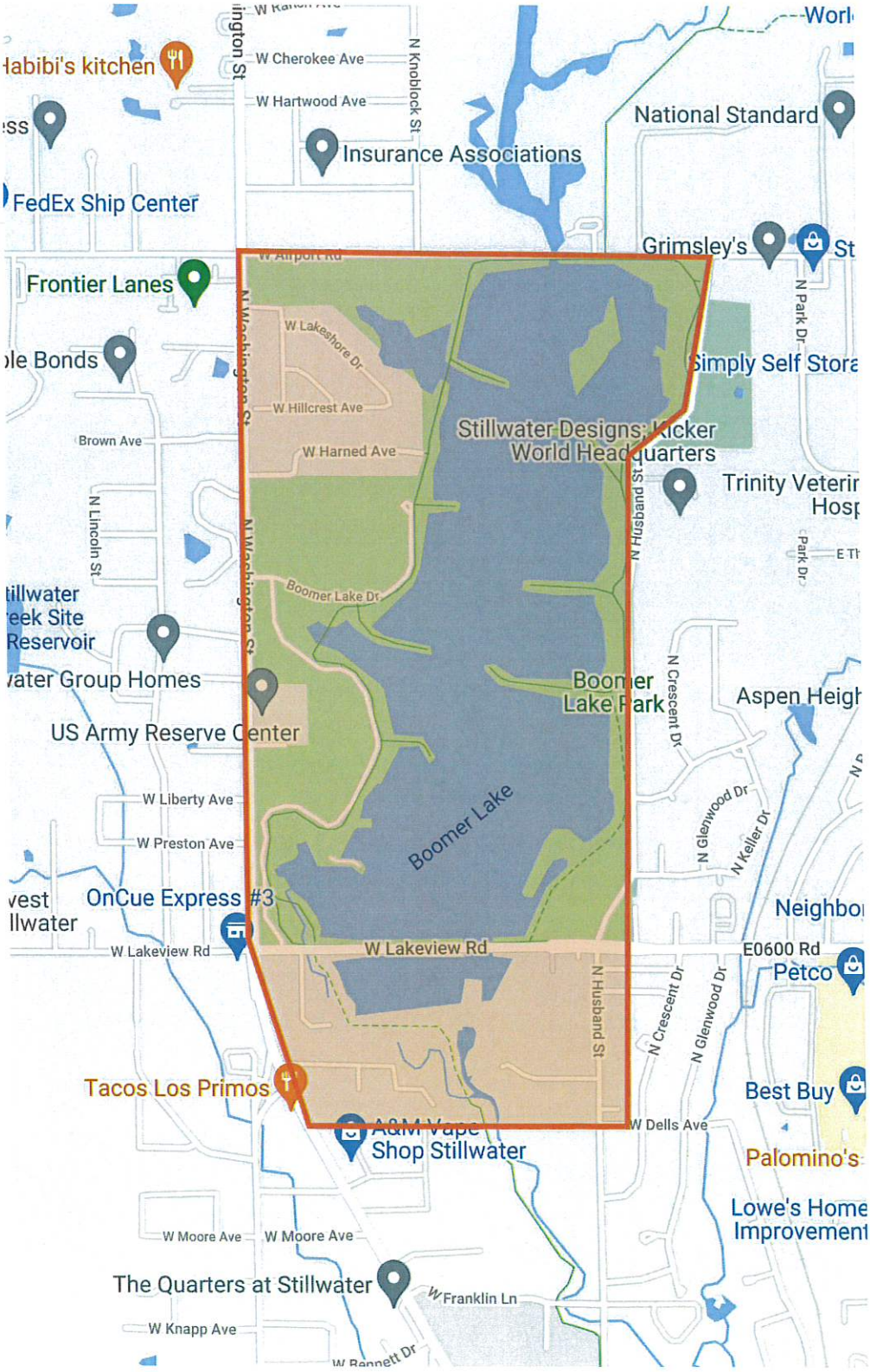
APPROVED AS TO FORM AND LEGALITY THIS 13TH DAY OF JUNE, 2022.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

2022 Boomer Blast - No Drone Zone

Spectator / Detonation Areas - GEO Fence

Spectator Viewing / Detonation Area



RESOLUTION CC-2022-18

"A RESOLUTION ESTABLISHING THE STILLWATER REGIONAL AIRPORT RATES AND CHARGES SCHEDULE"

WHEREAS, Stillwater Regional Airport ("SRA") Advisory Board is charged with annually reviewing the schedule of airport rates and charges, the consumer price index and all other metrics and measures used for leases and other multi-year agreements and making necessary recommendations regarding these items to the city council for the upcoming fiscal year;

WHEREAS, SRA Advisory Board has reviewed and approved the schedule attached hereto as Exhibit "A" which sets rates and charges for SRA; and

WHEREAS, City Council has reviewed the attached schedule of rates and charges adopted by SRA Advisory Board and finds that they are necessary and appropriate.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF STILLWATER THAT:

The attached schedule of rates and charges for Stillwater Regional Airport is hereby established in the amounts indicated in Attachment "A" and incorporated herein.

APPROVED AND ADOPTED THIS ___ DAY OF JUNE, 2022.

_____
WILLLIAM H. JOYCE, MAYOR

(SEAL)

ATTEST:

_____
TERESA KADAVY, CITY CLERK

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

_____
KIMBERLY CARNLEY, CITY ATTORNEY

Stillwater Regional Airport
Terminal: 2020-1 West Airport Road
Administration: 3304 N. Airport Industrial Access Rd.
Stillwater, Oklahoma 74075

Office: 405.372.7881
Fax: 405.372.8460

www.Stillwater.org - www.FlyStillwaterOk.com

2022-2023 Rates and Charges

Service	Description	Rate
ADMINISTRATIVE FEES		
Conference Room Rental	Half Day Full Day	$ 40 $ 70
FAX Fees	Send = $ 2/1st page & $1 add. Page Receive = $ 1/page	Send = $ 2/1st page & $1 add. Page Receive = $ 1/page
Copy Fees		$ 0.25 / page
Airport Identification /Access Card	SIDA/Sterile (new and renewal) AOA Badges (new and renewal) Replacement of Damaged No-Return terminated/expired Contractor Deposit Driver Access (up to 2 vehicles)	$60.00 $30.00 $15.00 $50.00 $50.00 $20.00
3-Strike Badge Violation Program	1st Violation 2nd Violation 3rd Violation	$50.00 $100.00 $200.00
Lost Badges (Strike plus $15 replacement fee)	1st Violation 2nd Violation 3rd Violation	$65.00 $115.00 $215.00
Airport Escort Fee	*Hourly fee, per employee, for providing on-airport escort.* *(1 hour minimum)*	$ 40.00 / Hour
Holiday/After Hours Staffing Fee	Hourly employee rate for holiday or after-hours minimum required staffing **Holidays defined as those observed by the City of Stillwater; after hours defined as between the hours of midnight and 4am.*	$40/hour* ***2 hour minimum for callback***
Fuel Flowage Fee	AV Gas and Jet A Fuel	$ 0.20
Lock Change Fee	Re-key lock and replace key(s) **Lost Key(s) require Lock Change*	$ 75 / Lockset *Plus cost of keys*
Land Rental	AIRSIDE LANDSIDE *Over 2 acres will be negotiated*	$ 0.24 psfpy FMV
Hay & Pasture Lease	Per Bid	Per Bid

AIRCRAFT PARKING/HANGAR FEES SE=Single Engine ME=Multi-Engine		
Tie-Down/Ramp Parking *Discount may apply to flight schools with multiple aircraft*	**SE or ME Nightly*** **TURBO/JET Nightly*** **Non-Signatory/Nightly** **Signatory/Nightly** **1st night free with fuel purchase of 10 gallons or more* **Based SE or ME-Monthly**	$ 10/night $ 25/night $.40/1000 lbs/night Included In Agreement $ 50
T-Hangar 1 and 2	**SE or ME Monthly**	$ 250
Port-A-Port Hangars	**SE or ME Monthly**	$ 170
Large Group Hangars	**2 or 4 Place Monthly** **6 Place Monthly** **ME Twin Monthly** *Rates vary with size of aircraft*	$ 140 $ 160 $ 175
Overnight Hangar	Hangar 3 (w/ prior arrangement)	$ 150

LANDING/FACILITY FEES 24 hours PPR Required for All Charters		
Landing Fee	0-7,999 LBS 8,000 LBS + (Non-Scheduled) 8,000 LBS + (Scheduled)	$ 15 $ 1.30 / 1,000 LBS $ .95 / 1,000 LBS
Terminal Space	***Signatory Airline Rates Negotiated**	$ 21.25 / SQ FT
Level 1 Facility Fee	Screening Set-Up Not-Required; facility and ramp access with required staffing.	$ 260.00
Level 2 Facility Fee	Screening Set-Up Required but Screeners NOT provided by airport; facility and ramp access with required staffing	$ 525.00
Level 3 Facility Fee	Screening Set-up Required and up to 5 Screeners provided by airport (4 plus 1 supervisor); Facility and ramp access with required staffing.	$ 2,000.00 * *$200.00 extra per additional screener requested* *$35/hr/screener for delays over 120 minutes.* *50% Charge Cancellations within 4-12 hrs of flight;* *100% Charge cancellations within 4 hrs of flight;* ** Rates may be adjusted due to screening cost increase*

OTHER FEES		
Spill Containment and Clean Up Fee	Hourly fee per employee, for spill mitigation requiring activation of the SWO Spill Prevention Control and Countermeasure Plan (SPCCP)	$ 75 / Hour* ***Plus Supplies and Disposal Fees***
ARFF Standby	ARFF Standby Index B ARFF Standby Index C	$ 270.00 $310.00
ARFF Delay Standby	ARFF Standby Index B or C for flight delay ***over one (1) hour of scheduled arrival/departure time***	$270.00
ARFF Response (Non-Standby)	Index B Index C	$270.00 $310.00 Plus Materials/Clean Up
ARFF Response (Standby)	Index B Index C	Materials/Clean Up
Security Fees	*Arrangements Made Through Stillwater Police Department for LE Officer*	SPD Overtime Rate plus $25
Rolling Stairs Fee		$ 35.00 (OW) $50.00 (RT)
Jet Bridge Fee		$ 75.00 (OW) $100.00 (RT)
Truck Stairs Fee		$175.00 (OW) $250.00 (RT)
24 Hour PPR Required for Non-Scheduled ARFF Standby ***Additional Charges May be Imposed for Stillwater Fire Department Response***		

FY22-23 CPI Adjustment
7.297%

RESOLUTION NO. CC-2022-19

"A RESOLUTION OF THE STILLWATER CITY COUNCIL ADOPTING THE STILLWATER REGIONAL AIRPORT MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES AND SERVICES."

WHEREAS, the Stillwater Regional Airport is currently operating under minimum standards for commercial aeronautical activities that have been in place since the 1980's with only minor amendments made over the years; and

WHEREAS, the Airport Director and the Airport Advisory Board determined that a rewrite of the minimum standards was necessary in order to address the current needs of the airport and to better serve airport users; and

WHEREAS, minimum standards are optional, the Federal Aviation Administration (FAA) highly recommends their use and implementation as a means to minimize the potential for violations of federal obligations at federally obligated airports; and

WHEREAS, airport staff reviewed minimum standards of comparable airports and FAA guidance and has worked with the Airport Advisory Board to draft and review new proposed minimum standards; and

WHEREAS, airport staff provided an opportunity for public comment on the proposed new minimum standards by contacting current airport users and posting a notice on the City's website; and

WHEREAS, the Airport Advisory board has reviewed and approved the new minimum standards and recommends adoption by the city council.

NOW, THEREFORE BE IT RESOLVED BY THE STILLWATER CITY COUNCIL:

The attached Stillwater Regional Airport Minimum Standards for Aeronautical Activities and Services are hereby approved and adopted.

PASSED AND ADOPTED this 13th day of June, 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 13th day of June, 2022.

_____
KIMBERLY CARNLEY, CITY ATTORNEY

MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES AND SERVICES

Stillwater Regional Airport

EFFECTIVE: Approved by City Council on June 13, 2022

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SECTION ONE – PREAMBLE & POLICY

GENERAL

The City of Stillwater (City), as the owner and operator of the Stillwater Regional Airport (Airport) does hereby establish the following Minimum Standards policy for the Airport:

> These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Commercial Aeronautical Activities at the Airport including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public, or for self-service purposes; (2) ensure that those entities obtaining the approval of the Airport to engage in such activities are not exposed to unfair competition; and (3) protect the public from unsafe, inadequate or substandard aeronautical products, services, and facilities.
>
> These Minimum Standards were developed taking into consideration: (1) the role of the Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport, (3) the future prospects for and the anticipated development of the Airport and the community, and (4) the promotion of fair competition at the Airport.
>
> The uniform application of these Minimum Standards is considered essential to protect the public interest and ownership of the Airport, discourage substandard Operators, and protect Airport customers.

The purpose of these Minimum Standards is to encourage, promote, and ensure:

1) the delivery of high quality aeronautical products, services, and facilities to Airport customers;
2) the design and development of quality aeronautical facilities and improvements at the Airport;
3) safety and security by preventing unauthorized or unlicensed service providers;
4) the economic health of aeronautical businesses at the Airport;
5) the orderly development of Airport property;
6) the consistent establishment of policy to avoid conflict of interest and politically motivated pressures;
7) formalized baselines for lease development;
8) fostering of mutually beneficial landlord/tenant relationships by maintaining financially equitable treatment;
9) an environment that welcomes and encourages new service providers; and,
10) the Airport System maintain its financial self-sustainability.

ADMINISTRATION AND POLICY OVERSIGHT

The City of Stillwater and Stillwater City Council has ultimate policy-making authority for the Airport, and will duly consider the advice and counsel of the Stillwater Regional Airport Advisory Board ("Advisory Board") and the Airport Director ("Director") when adopting its policies. The Director shall reasonably administer, interpret and enforce these Minimum Standards as appropriate for the Airport.

EFFECTIVE DATE AND AMENDMENT OF STANDARDS

These Minimum Standards shall be effective on _____ and shall remain in effect until such time that they are either repealed or amended. The City reserves the right to adopt such amendments to these Standards from time to time as it determines are necessary or desirable to reflect current trends of commercial airport activity and availability of property for lease, for the benefit of the general public, or the operation of the Airport. These Standards shall be reviewed by the Advisory Board at least annually and updated or modified as necessary.

In adopting the standards set forth herein, the City expressly acknowledges that the same are subject to change by amendment or cancellation, in whole or in part, from time to time, by the City and that no rights shall accrue to any Airport user, FBO, SASO, Operator, Entity, or third party by virtue of this adoption of these Standards.

OWNER'S RIGHTS

The establishment of these Minimum Standards does not alter the City's proprietary right to engage in the development of Airport property as it deems prudent, including development of Aeronautical Activities which are not otherwise conferred exclusively herein.

STANDARDS ARE MINIMUMS ONLY

The standards and requirements in this policy are only minimums. All Operators are encouraged to exceed the minimums specified herein.

OPPORTUNITY TO QUALIFY TO PERFORM SERVICES

A reasonable opportunity, without unjust discrimination, shall be afforded to all Applicants to qualify, or otherwise compete for, available Airport facilities and the furnishing of selected Aeronautical Services. Should the City determine that there are more qualified applicants seeking to provide a particular Commercial Aeronautical Service or Activity than there is space or demand at the Airport for such service, then the City may select the Commercial Aeronautical Service provider through a competitive solicitation, a Request for Proposals, or another process which allows the City, in its sole discretion, to determine the selected Operator or Lessee of the land or Improvements.

RIGHT TO SELF-SERVICE

A Person may service his/her own Aircraft provided the Person does so himself/herself (or his/her Employees do so) using his/her vehicles, equipment, and resources and that the servicing is performed in accordance with all applicable safety regulations, these Minimum Standards, Airport policies, Rules and Regulations, and Airport Standard Operating Procedures, and any applicable Governmental Requirements or Regulatory Measures. Self-fueling is not permitted at Stillwater Regional Airport.

APPLICABILITY

No person may conduct a commercial business or provide an Aeronautical Service or Activity that is based on the Airport without an Agreement or License with the Airport.

The Minimum Standards do not apply to the Airport itself, to certificated air carriers operating from the Airport, to government entities engaged in emergency public safety services, or to individual persons operating Aircraft on the Airport who perform services on their own Aircraft with their own regular employees and resources in accordance with Airport Rules and Regulations and applicable Regulatory Measures, and Agreement, Permit, or lease provisions.

These Minimum Standards are not intended to be all-inclusive. All Operators may be subject additionally to applicable federal, state and local laws, ordinances, codes, and regulations, which may pertain to their operation, construction, maintenance of facilities, or services provided, including Airport Rules and Regulations pertaining to all such services.

SEVERABILITY

In the event any covenant, clause, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, clause, section, condition or provision herein contained.

NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

Any notice, demand, request, consent, or approval that an Entity may, or is required to give to the Airport under these Minimum Standards, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

Stillwater Regional Airport
ATTN: Airport Director
3304 N. Airport Industrial Access Road
Stillwater, OK 74075

VARIANCES, WAIVERS AND DEVIATIONS

The Airport reserves the right, in its sole discretion, to authorize variances or deviations from all or a portion of these Minimum Standards for the benefit of any government or governmental agency performing non-profit public services to the aviation industry, or performing emergency medical or rescue services to the public by means of Aircraft, or performing fire prevention or firefighting operations, or for law enforcement purposes. The Airport may further temporarily waive any of the Minimum Standards for non-governmental Operators where the Airport, in its sole discretion, deems such waiver to be in the best interest or welfare of the Airport's operation, and under special conditions and in unique circumstances that don't adversely affect public health or safety, Airport finances or operations, or violate any Governmental Requirements or Regulatory Measures, or FAA Grant Assurances. Such variances shall not amend or alter the Minimum Standards. All requests for variances or deviations shall be presented to the Director in writing.

ENFORCEMENT

The Director is responsible for the operation, management, maintenance, development, and security of the Airport and all Airport-owned and operated land, improvements, facilities, vehicles, and equipment. Among other things, the City Council has authorized and directed the Director to:

(1) interpret, administer, and enforce Agreements and these Minimum Standards; and

(2) obtain and receive copies of all licenses, permits, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the Airport under these Minimum Standards.

Failure to comply with the applicable Standards set forth herein may result in the suspension or revocation of the applicable activity Agreement or Permit issued to Operator, thereby removing any right of the Operator to conduct the activities granted on the Airport.

All official inquiries regarding these Minimum Standards and/or compliance therewith should be directed to the Director.

SECTION TWO – DEFINITIONS

The following terms shall have the following meanings for purposes of these Minimum Standards:

AC (ADVISORY CIRCULAR) – documents published by the FAA that contain information about standards, practices and procedures that the FAA has found to be acceptable for compliance with associated rules, laws, policies, or regulations.

AERONAUTICAL ACTIVITY - any activity or service commonly conducted at airports that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations.

The following functions, without limitation, which are commonly conducted on airports, are considered Aeronautical Activities within this definition:

a. Aerial advertising and banner towing
b. Aerial applications (crop dusting, agricultural aviation, firefighting, etc.) services
c. Aerial photography or survey
d. Air ambulance and medical transportation by Aircraft services
e. Air carrier operations
f. Aircraft airframe and powerplant repair and maintenance services
g. Aircraft charter and air taxi services
h. Aircraft management services
i. Aircraft rental services
j. Aircraft sales and services
k. Aircraft washing, cleaning and detailing services
l. Avionics, instrument, accessory or propeller repair services
m. Commercial hangar operation and rental services
n. Flight or Pilot training services
o. Ground servicing of air carrier Aircraft and passenger services
p. Into-plane fueling services for air carrier Aircraft
q. Non-Commercial private hangar operation
r. Private flying clubs
s. Rental of Aircraft hangar, parking and tie-down space
t. Sale of Aircraft parts
u. Sale of aviation fuels, lubricants and petroleum products
v. Sightseeing flight services
w. Any other Activities which in, the sole judgment of the Airport, because of their direct relationship to the operation or repair of Aircraft, can appropriately be regarded as an Aeronautical Activity

AERONAUTICAL SERVICE - any Aeronautical Activity or service by an Entity that has a lease, sublease, license, permit, or Agreement from the Airport authorizing it to provide such service.

AGREEMENT - a written contract, executed by both parties, and enforceable by law between the Airport and an Entity granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain Activities. Such Agreement will recite the terms and conditions under which the Activity will be conducted at the Airport including, but not limited

to, term of the Agreement; rents, fees, and charges to be paid by the Entity; and the rights and obligations of the respective parties. For purposes of clarification in these Minimum Standards, the following terms may be substituted for the term Agreement: Lease, Sublease, Permit, or License.

AIRCRAFT - any contrivance now known or hereafter invented which is used or designed for navigation of or flight in air, except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

AIRCRAFT MAINTENANCE – the repair, adjustment, maintenance, alteration, preservation, and/or inspection of Aircraft airframe or powerplant, including the replacement of parts. Major repairs include major alterations to the airframe, powerplant, or propeller, as defined in FAR Part 43. Minor repairs include normal, routine annual inspection with attendant maintenance repair, calibration, or adjustment of Aircraft airframe or powerplant and associated accessories. Preventive maintenance means simple or minor preservation operations and the replacement of small standard parts not involving complex assembly operations, as defined in FAR Part 43.

AIRCRAFT OPERATOR - a person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as owner, Operator, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

AIRFRAME AND POWERPLANT MECHANIC - a person, certificated by the FAA, that performs and/or supervises the maintenance, preventive maintenance or alteration of an Aircraft or appliance, or a part thereof, for which he/she is rated, and may perform additional duties in accordance with certain Regulatory Measures.

AIRPLANE DESIGN GROUP – An FAA-defined grouping of airplanes based on wingspan. For purposes of these Minimum Standards, the term Airplane Design Group may be referred to as simply Group I or GI, etc.

The groups are as follows:

Group I	Up to but not including 49 feet; and
Group II	49 feet up to but not including 79 feet; and
Group III	79 feet up to but not including 118 feet; and
Group IV	118 feet up to but not including 171 feet; and
Group V	171 feet up to but not including 214 feet; and
Group VI	215 feet up to but not including 262 feet.

AIRPORT - means the Stillwater Regional Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent approved ALP Set) and as it may hereinafter be extended, enlarged, or modified.

ADVISORY BOARD – the Stillwater Regional Airport Advisory Board which is the panel appointed by the Stillwater City Council to provide advice and counsel to the Airport on development and policy of the Airport.

AIRPORT CERTIFICATION MANUAL - a document required by the FAA detailing the Airport's requirements as contained in 14 CFR Part 139.

AIRPORT LAYOUT PLAN (ALP) - The drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navaids, etc.

AIRPORT OPERATIONS AREA (AOA) - is a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Ramps and Aprons, hangar areas, taxiways, runways, unimproved land attributed to the taxiways and runways, safety areas, and contiguous areas delineated for the protection and security of Aeronautical Activity.

AIRPORT SECURITY PROGRAM - a document required by the Transportation Security Administration detailing the Airport's requirements as contained in the applicable federal security regulations.

APPLICANT – an Entity desiring to develop facilities or use land and/or Improvements at the Airport to engage in Aeronautical Activities or Aeronautical Services, and who shall apply in writing and in the manner and form prescribed herein for authorization to engage in such activities at the Airport.

AVIATION PURPOSES – see "Aeronautical Activity."

CFR - Code of Federal Regulations.

COMMERCIAL – intended for the purpose of securing revenue, earnings, income, and/or compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished. May also mean the exchange, trading, buying, hiring, providing, or selling of commodities, goods, services, or property on the Airport.

DIRECTOR OF AIRPORTS (DIRECTOR) - the individual charged with the duty to manage, supervise, control, develop, maintain, regulate, and protect the Airport, or such other employee of the Department as the Director may from time to time designate to carry out the duties of the Director.

EMPLOYEE(S) - any individual employed by an Entity whereby said Entity collects and pays all associated taxes on behalf of Employee (i.e., social security and Medicare). The determination of status between "employee" and "contractor" shall be made according to then-current Internal Revenue Service standards.

ENTITY – Includes a person, persons, firm, partnership, limited liability partnership or corporation, agency, unincorporated proprietorship, association or group, or corporation, and includes any trustee, receiver, assignee, or other similar representatives.

EXCLUSIVE RIGHT - A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express agreement, by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. Note: An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an exclusive right to occupy real estate, which is

permitted by federal regulation under certain conditions.

FAA (Federal Aviation Administration) - the division within the Department of Transportation of the United States government that has the responsibility of promoting safety in the air, by both regulation and education.

FIXED BASE OPERATOR (FBO) - is a Commercial Operator engaged in the sale or rental of products and services, and which shall provide facilities that shall be required to include, at a minimum, the following mandatory Activities at the Airport:

a. Sales of Aviation fuels (Jet Fuel and AvGas) and lubricants;
b. Aircraft Line and ground support services;
c. Passenger, crew and customer services support and facilities;
d. Aircraft ramp tie-down and parking;
e. Indoor Aircraft storage and hangar rental (transient and long term);
f. Air conditioned office space, flight planning/briefing area with appropriate resources, waiting lounge, conference room, telephone facilities, food & beverage vending, restroom facilities;
g. Disabled Aircraft recovery services; and
h. Major Aircraft Airframe and Powerplant Maintenance certificated under FAR Part 145.

GOVERNMENTAL REGULATIONS – May be used interchangeably with "Regulatory Measures."

GRANT ASSURANCES - those contractual obligations that are described by law and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus property.

GRANTEE - means the term commonly used in various agreements to identify an Entity that has been granted certain rights while operating at the Stillwater Regional Airport.

GRANTOR - the term commonly used in various agreements identifying the City of Stillwater and/or the Stillwater Regional Airport.

IMPROVEMENTS – all buildings, structures, and facilities including pavement, concrete, fencing, signs, lighting, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

MINIMUM STANDARDS - those qualifications, standards, and criteria set forth, by the Airport, as the minimum requirements that must be met as a condition for the right and privilege to engage in Aeronautical Activities or Services at the Airport.

NFPA - all codes, standards, rules, and regulations contained in the Standards of the National Fire Protection Association, as may be amended from time to time, and are incorporated herein by reference.

NON-COMMERCIAL - not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

OPERATOR - any Entity that has entered into an Agreement with the Airport or has subleased office, shop, hangar, or land from an authorized FBO or SASO to engage in Aeronautical Activities or Services (either

Commercial or Non-commercial), and who shall be subject to the Minimum Standards set forth herein.

PERSON – means a natural person, corporation, partnership, trust, association, or other legal Entity.

PREMISES – the land and/or Improvements leased by an Operator for the conduct of Operator's activities.

PRIVATE FLYING CLUB - a private non-commercial organization, whose members own equal shares, established to promote flying, develop skills in aeronautics, including pilotage, navigation, and awareness and appreciation of aviation requirements and techniques.

RAMP (OR APRON) - an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

REGULATORY MEASURES – All Federal, state, county, local, and Airport, laws, statutes, codes, ordinances, policies, standards, rules and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, EPA, OSHA, NFPA, ARFF Standard Operating Guidelines, the Airport Certification Manual, the Airport Security Program, the Airport's Standard Operating Procedures, and Airport Authority Policies; all as may be in existence, hereafter enacted, and amended from time to time, which are applicable to the use of the Airport and the Operator's activities, operations, or utilization of any leased premises thereon.

SASO (SPECIALIZED AERONAUTICAL SERVICE OPERATOR) - a Commercial Operator that provides any one or more of the following Aeronautical Activities or Services:

a. Aircraft charter and air taxi services
b. Aircraft management services
c. Aircraft airframe and powerplant maintenance
d. Aircraft rental
e. Aircraft sales
f. Avionics, instrument or propeller services
g. Commercial Aircraft storage services
h. Flight training
i. Other specialized commercial aviation services
j. Temporary specialized commercial aviation services

SELF-FUELING – the fueling or servicing of an Aircraft by the owner of the Aircraft or the owner's employee using his/her own vehicles, equipment, and resources.

SELF-SERVICE - Maintenance, repair, cleaning, or other servicing of an Aircraft performed by the Aircraft owner (or the owner's employee) using resources (goods) obtained by the Aircraft owner and vehicles or equipment owned by the Aircraft owner. 14 CFR Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any Aircraft owned or operated by the pilot. For a list of such preventive maintenance activities refer to 14 CFR Part 43. "Owned Aircraft" is an Aircraft that is owned or leased and operated under the full and exclusive control of the Aircraft owner or Operator.

SUBLEASE OR SUBCONTRACT - an Agreement entered into by an Entity with an Operator that transfers rights or interests in Operator's Premises and is enforceable by law.

THROUGH-THE-FENCE OPERATION - direct access to the Airport from private property located contiguous to the Airport which provides access to the Airport's runway and taxiway system or other infrastructure.

TSA - Transportation Security Administration of the U. S. Department of Homeland Security.

SECTION THREE – GENERAL REQUIREMENTS

All Operators engaging in Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section Three as well as the specific Minimum Standards applicable to the Operator's Activities, as set forth in subsequent sections.

1. EXPERIENCE/CAPABILITY

Operator or its key management personnel assigned to the Airport shall have such business background and shall demonstrate its business capability and financial responsibility and capacity to the satisfaction of, and in such manner as to meet with the approval of, the Airport.

Any prospective Operator seeking to conduct an Aeronautical Activity at the Airport shall demonstrate that they have the resources necessary to realize the business objectives established by the Operator. Section Six – Application for Agreement (Application/Proposal Requirements) should be used as a guide to assist a prospective Operator in demonstrating resources and capabilities.

2. AGREEMENT REQUIRED

No Entity shall be permitted to use any land or improvements, conduct any Aeronautical Activity or Service, or solicit business in connection therewith unless such activity is conducted in accordance with these Minimum Standards, as amended from time to time by the Airport; and unless the Entity has a valid Agreement or License with the Airport allowing the conduct of such specifically authorized activities on the Airport. In the event of a conflict between an Agreement and the Minimum Standards, the Agreement shall govern.

An Operator shall not engage in any commercial activity not specifically authorized by an Agreement or License

3. PAYMENTS OF RENTS, FEES, AND CHARGES

All Operators shall comply with the Rates and Charges Policy enacted by the Airport or as otherwise specified in a written Agreement or Permit with the Airport.

4. PREMISES AND MISCELLANEOUS FACILITY REQUIREMENTS

Operator shall, at a minimum, lease the land and/or Improvements stipulated for the Activity in these Minimum Standards. All Commercial Aeronautical Activities must be conducted on Airport property. Requests for Through-the-Fence operations shall be reviewed and considered on a case-by-case basis.

Premises used for Commercial purposes that require public access shall have direct landside access for vehicle and customer access. Space used for public reception, waiting areas or lounges shall be air conditioned/heated, provide access to a restroom and the space shall provide adequate space for employee areas, storage and work areas. Approved security procedures shall be applied to prevent unauthorized access to restricted areas and must abide by the requirements set forth by the Airport and/or TSA-approved Airport Security Program.

5. INDEPENDENT OPERATORS

Independent Operators shall not be permitted. All persons running commercial businesses on the Airport shall be tenants holding an Agreement, or shall hold a License to allow the activity.

6. FACILITY MAINTENANCE

Unless otherwise agreed to in writing, Operator shall, at its own expense, keep and maintain the Premises leased for its own use and all such improvements and facilities and additions thereto, constructed or installed by it or by Airport, in good repair and in clean, neat, orderly, and fully functional condition, reasonable wear and tear excepted, during the term of any Agreement, including all structural, interior, and exterior maintenance of all facilities, all landscaping, all utilities, all lighting, and all paved areas. Operator is also expected to provide all necessary cleaning services and waste removal, and replace any property that has been damaged by Operator's activities. More specific maintenance responsibilities shall be detailed in the Agreement.

Operator shall be responsible for snow removal on its leased aircraft ramps and other premises.

Operator shall provide at all times safe and clear passageways and access for emergency vehicles and other authorized users.

7. PRODUCTS, SERVICES AND FACILITIES

An FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of an FBO in Section 4 - Fixed Base Operator.

A Specialized Aeronautical Service Operator (SASO) may engage in any of the permissible Aeronautical Activities identified for a SASO in Section 5 - Specialized Aeronautical Service Operator.

Operators are expected to (1) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers, (2) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers), and (3) conduct Activities in a safe, efficient, and first class professional and workmanlike manner.

8. EXCLUSIVE RIGHTS

No person shall be granted an exclusive right to conduct any Aeronautical Activity on the Airport as mandated by FAA regulations regarding exclusive rights and minimum standards for Aeronautical Activities.

The grant of an exclusive right for the conduct of any aeronautical activity, on an airport on which Federal funds, administered by the FAA, have been expended, is regarded as contrary to the requirements of applicable laws, whether such exclusive right results from an express agreement, from the imposition of unreasonable standards or requirements, or by any other means. However, certain circumstances may exist whereby exceptions to the granting of exclusive rights may occur:

a. Single Activity. The presence on an airport of only one enterprise conducting Aeronautical Activities does not necessarily mean that an exclusive right has been granted. If there is no intent by express agreement, by the imposition of unreasonable standards, or by other means to exclude others, the absence of a competing activity is not a violation of this policy. This sort of situation frequently arises where the market potential is insufficient to attract additional Aeronautical Activities. So long as the opportunity to engage in an Aeronautical Activity is available to those who meet reasonable and relevant standards, the fact that only one enterprise takes advantage of the opportunity does not constitute a grant of an exclusive right.

b. Space Limitations. It will not be construed as evidence of intent to exclude others if all available Airport land or facilities suitable for a specific Aeronautical Activity is leased to a single entity if it can be reasonably demonstrated that the total space leased is presently required and will be immediately used to conduct the planned activity.

c. Restrictions Based on Safety. Under certain circumstances, it is sometimes necessary to deny the right to engage in an Aeronautical Activity at an airport for reasons of safety.

9. NON-DISCRIMINATION

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Oklahoma Department of Transportation (ODOT), United States Department of Transportation (USDOT) or by Federal or Oklahoma statute. In the event of breach of any such covenant, the Airport shall have the right to terminate any Agreement and to reenter and repossess any land and/or facilities thereon, and hold the same as if said Agreement had never been made or issued. It is further understood and agreed that the Airport shall have the right to take such action as the Federal Government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Airport by the USDOT, ODOT, FAA or TSA, which are applicable to an Agreement, Operator agrees that it will conform with the provisions thereof so long as the Agreement is in effect.

Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Regulatory Measures including without limitation Part 21 of the Rules and Regulations of the office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

10. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

Operator shall obtain, maintain, and display in a prominent location all applicable licenses, permits, certifications and/or ratings for the activities specified herein and shall, upon request, provide copies to the Airport.

11. PERSONNEL

Operator shall have in its employ, on duty, and on Premises during Hours of Activity, courteous, properly trained, fully qualified and certificated (if applicable), and current in the function/position for which they are employed and working, personnel in such numbers as are required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each Activity being conducted in a safe, efficient, courteous, and prompt manner. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct - Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, employees and representatives. Employees on duty shall wear uniforms bearing company logo or wear other suitable attire appropriate for the nature of work. Employees shall be trained by Grantee to render high quality, courteous, and efficient service. Grantee shall closely supervise service personnel to assure a high standard of service.

Employees, when required, shall be able to obtain TSA-Approved Airport identification/access control media and shall adhere to all requirements set forth concerning use, display and control of said media. Employees shall also immediately notify the Airport upon any acts or conditions that would nullify the ability for that employee to obtain or retain said media.

No offensive or profane language or symbols may be worn or displayed by any employee while on the Airport. Each employee will conduct themselves in a professional manner at all times.

Upon receipt of a written objection from the Director concerning the conduct or demeanor of any of Operator's employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor.

Employees not adhering to the above requirements, in the opinion of Director, will be asked to immediately comply or leave the Airport until such time they are in full compliance.

12. AIRCRAFT, VEHICLES, AND EQUIPMENT

All required Aircraft, Vehicles, and Equipment must be fully operational, functional, and available at all times and capable of providing all required products and services. Every attempt to maintain back-up vehicles and equipment shall be made by the Operator. In the event equipment/vehicles become inoperative and impact the ability to provide a service, the Operator shall notify the Airport immediately.

Vehicles shall be maintained in satisfactory condition so to not damage, pollute or otherwise negatively impact Airport facilities. Vehicles are to be kept clean and free from contaminants that could pose Foreign Object Debris (FOD) occurrences. Anyone operating a vehicle or other equipment conveyance with the AOA shall be current on all Airport driver training requirements and abide by all rules and regulations set forth within. Vehicle operations within the "movement" area of the airport and strictly prohibited unless authorized by the Director.

13. HOURS OF ACTIVITY

Hours of activity shall be clearly posted in public view using appropriate signage. Unless otherwise approved by the Director, operator shall be open and services shall be available to meet the reasonable demands of the public for Activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week. Operator shall provide reasonable after-hours, on-call, response time to customer inquiries.

14. COMPLIANCE WITH REGULATORY MEASURES REGARDING SAFETY AND SECURITY, HEALTH AND ENVIRONMENTAL PROTECTION

Airport has overall responsibility for safety, Aircraft rescue/firefighting, law enforcement and security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542, among other regulations. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual, the Airport Security Program, and the Airport Standard Operating Procedures. Applicable portions of these standards and procedures may apply to certain Operators on the Airport.

Operators shall obey all rules and regulations promulgated from time to time by the U.S. Department of Transportation, U.S. Department of Homeland Security, the FAA, the TSA, the EPA, the Oklahoma Department of Transportation, the Oklahoma Aeronautics Commission, the Oklahoma Department of Health, the City of Stillwater, and the Airport governing the conduct and operation of the Airport and its facilities. In the event the Airport is lawfully assessed and pays a fine because of an act or omission of Operator, its employees, agents, customers, and invitees, in violation of any Regulatory Measure or this Section, Operator shall reimburse the Airport for such payment within thirty (30) days of the Airport providing such notice of payment. Nothing in this provision shall prevent an Operator from contesting in good faith such fine.

Operators whose facilities have direct access to the AOA, or other secured, sterile or restricted area, shall develop, maintain, and comply with a security program that has been approved by the Airport, and shall also comply with the Airport Security Program.

Operator shall at all times and in all respects comply with local, State, and Federal laws ordinances, regulations, and orders relating to environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the Airport.

15. INDEMNIFICATION AND INSURANCE

Operators shall not commence operations or construction until Operator has obtained the types and amounts of required insurance and until such insurance has been reviewed by the Airport or a Certificate of Insurance is received indicating required coverage. All prospective and existing Operators shall provide to the Airport's satisfaction evidence of their ability to procure and maintain insurance coverage in the amounts stipulated for each particular type of activity according to the insurance requirements established by the airport in consultation with its risk management agent(s) or insurance carriers, as may be amended from time to time. The limits stipulated for each Activity represent the minimum coverage and amounts that shall be maintained by Operator to engage in Activities at the Airport. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s), to determine if additional coverage is needed.

The current minimum insurance requirements are specified in Appendix One and they are subject to periodic modifications. Current requirements are kept on file with the Airport.

Operator shall protect, defend, and hold the Airport and the City and their officers and employees, individually and collectively, completely harmless from and against liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incidental to an Agreement and/or the use or occupancy of the leased/assigned Premises by Operator, or the acts or omissions of Operator, its officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused by the act or omission of Airport, its agents, representatives, contractors or employees. Airport shall give to Operator reasonable notice of any such claims or actions.

Policies of insurance shall be in a form and with companies (authorized to write insurance in the State of Oklahoma) satisfactory to the Airport having an A.M. Best rating of A- VIII or better. Operator shall be fully responsible for any insurance policy deductible(s) for which the required insurance applies. The Airport and City shall be named as additional insureds on a "primary and non-contributory" basis on the General Liability, Automobile, Employers Liability, and Excess or Umbrella policies; furthermore, a waiver of subrogation in favor of the Airport and City is required on these particular insurance policies. Required policies shall not be cancelled or altered without 30 days advance written notice to the Airport. Required policies shall cover and protect the Airport and City and their officers and employees, individually and collectively.

If required insurance coverage is cancelled, changed in coverage, or reduced in limits, Operator shall, within 30 days but in no event later than the effective date of cancellation, change or reduction, provide to the Airport a certificate showing that insurance coverage has been reinstated or provided through another carrier. Failure to provide required insurance is an event of default under a Lease, Agreement or License with the Airport.

16. TAXES AND ASSESSMENTS

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be lawfully levied, assessed, or charged by any duly authorized governmental body associated with Operator's Premises, Operator's improvements or equipment on Premises, and/or Operator's Activities.

17. MULTIPLE ACTIVITIES

When more than one Activity is conducted, the minimum requirements shall vary, as reasonably determined by the Director, depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.

18. NEW ACTIVITIES

Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be developed at such time on a case-by-case basis for such Activities and/or incorporated into the Operator's Agreement.

19. EXISTING AGREEMENTS

It is understood that the establishment of these Minimum Standards is not retroactive and will not alter certain provisions or requirements of existing Agreements or Licenses between the Airport and existing Operators.

All entities will become subject to these standards immediately following the expiration, termination, and/or modification of any Agreement through extension, renewal, or significant amendment, addendum, or other means. Compliance with these Standards shall be required as a condition of approval to modify, extend, or renew an existing Agreement.

20. CONSTRUCTION/ALTERATIONS

Construction of all Improvements and alterations, including but not limited to, offices, hangars, access roads, access taxiways, storm water and drainage facilities, vehicle parking areas and Aircraft Ramps/Aprons and parking areas, shall be in accordance with design and construction standards established by the Airport, and in accordance with applicable federal, state and local codes, ordinances, laws, standards, and rules and regulations. Operator shall not proceed with any construction, remodeling, demolition, or installation of infrastructure on the Premises without first submitting detailed construction plans and specifications to the Director and obtaining written approval of plans and specifications for such work from the Director.

The approval by Director of plans and specifications shall not constitute a representation or warranty that such plans and specifications comply with the requirements of any governmental agency or code, and responsibility therefore shall at all times remain with the Operator.

FAA form 7460-1, "Notice of Proposed Construction or Alteration" will be filled out by an Operator in consultation with the Airport and submitted by Airport to the FAA in order to initiate the required airspace study. An unobjectionable determination from the FAA shall be received prior to commencement of construction of any structures.

Appropriate performance and payment bonds and insurance shall be maintained during all periods of construction.

All structures placed upon the Operator's Premises shall be of permanent construction. No portable, temporary, or modular structures shall be permitted unless approved by the Director. No short-term leased structures shall be permitted, except during periods of construction on the Premises.

When improvements to the Premises are required to meet the terms of an Agreement, Operator shall commence construction within the time period specified in the Agreement. The Operator's failure to commence or complete construction within the approved timelines will be an event of default.

Aircraft Parking Ramps/Aprons and Paved Tie-Down Areas

Aircraft Parking Ramps/Aprons and Paved Tie-Down areas constructed/maintained by the Operator shall be paved with concrete in accordance with Airport and FAA design guidelines for the largest and heaviest aircraft or other vehicle anticipated to use the ramp on a regular basis. The ramps shall be adequately sized to accommodate the movement, staging, and parking of Aircraft expected to use the area without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in common taxi lanes or taxiways.

Hangar Ramps

Ramps associated with hangars shall be sufficient, in size, to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities and/or Aircraft operating in taxi lanes or taxiways. Hangar ramps shall generally be no smaller than 1.5 times the square footage of the hangar bay, unless specified otherwise in a specific standard.

Automobile Parking

Paved Automobile Parking shall be in an amount to either comply with city codes, or sufficient to accommodate all of the Operator's and its tenant's customers, employees, visitors, vendors, and suppliers on a daily basis, whichever is greater. Unless otherwise made available by the Airport, paved automobile parking shall be entirely on Operator's Premises and located in close proximity to the Operator's main facility. On-street vehicle parking is not allowed. Parking lots shall be paved with curb and gutter and proper drainage. All driveways, and access points for fuel delivery trucks, shall be paved with concrete.

Storm Water and Drainage

Leaseholds shall be sufficiently sized to include all required improvements on-site, including any on-premises water quality or drainage facilities necessary to comply with applicable regulations and the Airport Storm Water Pollution Prevention Plan (SWPPP). All storm water detention facilities shall be constructed and maintained at Operator's expense. Drainage and detention facilities shall be designed in accordance with Airport and FAA guidelines, and shall not create a wildlife attractant. However, upon approval of the Airport, on-premises detention facilities may not be required if the leasehold is in an area of the Airport which already has sufficient storm water drainage facilities and capacity and the tenant is permitted to utilize the master drainage system. Operator may be required to participate in the pro-rata sharing of costs to construct and provide centralized drainage facilities. Operators shall be required to follow Best Management Practices for storm water treatment in accordance with Airport and City policies.

Utilities

Operators shall generally be responsible for providing all necessary utility services to their Premises, at their own cost and expense. However, the Airport may choose to install certain utilities, and in such an event, the Operator may be required to participate in the pro-rata sharing of costs to construct and provide such utilities.

Landscaping

Operators shall install and maintain, at their own expense, approved landscaping on its Premises in accordance with the Airport's design guidelines and Standard Operating Procedures. Landscaping shall not create a wildlife attractant.

Special Assessments

Operators may be required to participate in pro-rata sharing of costs through special assessments when common use infrastructure (e.g., utilities, roadways, taxiways, drainage systems, etc.) must be developed and installed by the Airport to serve Operator's needs.

21. SUBLEASE ACTIVITY

All Sublease Agreements require the prior written approval of the Airport, except for Subleases for aircraft storage space and offices normally leased out by FBOs and Commercial Hangar Operators. All commercial activities proposed to be conducted on an Operator's Premises by a sub lessee shall receive the prior written approval of Airport.

SECTION FOUR – FIXED BASE OPERATOR

1. GENERAL REQUIREMENTS

In addition to the General Requirements set forth in Section Three, each Fixed Base Operator at the Airport shall comply with the Minimum Standards set forth in this Section Four.

An FBO may Subcontract Major Aircraft Airframe and Powerplant Maintenance to a qualified SASO (i.e., a SASO can fulfill this mandatory requirement of an FBO) provided that the Subcontract and/or Sublease Agreement are approved in writing in advance by the Airport and the subcontractor obtains a License from the Airport to conduct such business. SASOs must meet all applicable requirements for the subcontracted operation. The FBO shall remain primarily responsible for any services performed by a subcontractor and the compliance by such subcontractor with these Minimum Standards.

In addition to the required services listed above, an FBO may also engage in any additional SASO (Specialized Aeronautical Services Operator) activity outlined in these Standards that it may wish to offer, so long as the Airport approves in advance the addition of those services or activities. An FBO may also provide other commercial operations not identified in these Standards that are complementary and/or supportive of aviation activities provided such additional services are approved in writing by the Airport.

SASOs can sublease space from an FBO in order to meet Minimum Standards for the SASO activity as long as the FBO meets the Premises requirement for both the FBO and the SASO activity, and prior Airport approval is obtained in writing.

2. PREMISES & FACILITIES

In addition to the minimum premise and facility requirements outlined in Section 3 herein, the FBO shall provide adequate space for the following uses:

- pilot lounge and/or rest area
- flight planning area with necessary equipment

If the FBO engages in additional Commercial Activities (beyond those required in this section), the FBO shall comply with the space requirements stipulated for each additional activity; however, the requirements shall not necessarily be cumulative.

3. FUELING EQUIPMENT

An FBO shall be required to comply with and/or provide the following:

Fuel-dispensing equipment, meeting all applicable Regulatory Measures for each type of fuel dispensed.

Adequate bonding wires, continuously inspected and maintained, on all fueling equipment.

Spill kits for mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers and/or equipment as required by applicable fire codes.

FBOs are required to provide both Jet A and 100LL AvGas, and if military or government aircraft servicing is anticipated by the Operator, the FBO shall also provide the appropriate grade of military fuel. Provision for sale of future aviation fuel/energy alternatives and grades will be evaluated by the FBO and airport staff.

Mobile Refueler Size/Quantity:

- At least one (1) AvGas 100LL refueler with a 750 gallon minimum capacity
- At least two (2) Jet-A refuelers with a 2,000 gallon minimum capacity

Mobile refueling vehicles (refuelers) shall be designed and built for the purpose of fueling Aircraft, self-propelled, be properly marked/labeled with type of fuel being carried, equipped with a metering device, and have separate dispensing pumps for each grade of fuel. Jet A refuelers shall have the capability to provide "over-the-wing", "single point", and "bottom-loading" capability).

Proper storage and staging of refuelers shall be in accordance with all applicable Regulatory Measures.

Backup Equipment:

An FBO having only <u>one</u> (1) refueler shall be required to have immediate access to the use and operation of a temporary replacement refueler should the primary vehicle used to meet these Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written agreement clearly stating the terms and conditions under which refueler shall be made available to FBO. Copies of such agreement shall be made available to the Director upon request.

Use of Equipment

With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

4. OTHER EQUIPMENT

In regards to Aircraft line service activities, FBO shall provide and maintain adequate Equipment or availability of contract services for:

- Tie-down facilities, including rope, chains and other types of restraining devices (e.g. wheel chocks);
- Adequate loading, unloading and towing equipment (tugs and tow bars) to safely and efficiently move Aircraft as necessary;
- Repairing and inflating Aircraft tires and servicing struts;
- Changing oil;
- Cleaning Aircraft windows;
- Recharging or energizing discharged Aircraft batteries;
- Oxygen, nitrogen, and compressed air;
- Lavatory servicing;
- Ground power and air conditioning/heating;
- Aircraft deicing;
- Engine pre-heating
- Cleaning and deodorizing the interior of the Aircraft;
- Contacting service personnel;
- Tools and jacks for removal of disabled Aircraft from the Airfield;

- Crew/courtesy vehicles.

The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO's Premises to include backup/replacement equipment. FBO's not able to provide the above service directly shall make available contact information for a contractor able to provide this service.

5. HOURS OF ACTIVITY

Aircraft fueling, line services, and passenger, crew, and support amenities shall be continuously offered and available to meet the reasonable demands of the public for this Activity seven (7) days a week (including holidays), 7:00am-10:00pm. The FBO must always ensure personnel and services are available after- hours as-needed and on-call, with a response time not to exceed one (1) hour.

Aircraft Maintenance and Aircraft recovery/removal services shall be continuously offered and available to meet reasonable demand of the public for this Activity no less than five (5) days a week, eight (8) hours a day. Aircraft Maintenance and Aircraft recovery/removal services and personnel shall be available after-hours, on-call, with a response time not to exceed two (2) hours.

The Airport reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need.

6. AIRCRAFT AIRFRAME AND POWERPLANT MAINTENANCE

The FBO shall be certified as an FAA Repair Station under FAR Part 145, with at least one aircraft within the below categories on the Repair Station Certificate:

- FBO shall be able to provide Major Aircraft Maintenance service (as defined in FAR Part 43) on airframes, powerplants, and associated systems to aircraft up to Group II turboprop and turbojet Aircraft normally using the Airport.
- FBO shall be able to provide Aircraft Line Maintenance service for aircraft up to Group III turbojet Aircraft not exceeding 100,000 pounds maximum takeoff weight.

An FBO is permitted to subcontract the required Aircraft Maintenance service through a Subcontract and Sublease of its facilities to a qualified SASO with prior written Airport approval.

7. AIRCRAFT RECOVERY/REMOVAL

In order to maintain the operational readiness of the Airport, upon request from the Airport, the FBO shall respond to the Airport and promptly begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based or routinely serviced at the FBO) from the Airfield during the hours identified under item 7, Hours of Activity, of this Section Four. This service may be contracted out based upon size of aircraft and availability of equipment needed for removal.

SECTION FIVE- SPECIALIZED AVIATION SERVICE OPERATORS (SASO)

1. FUEL

A SASO is not permitted to store fuel or dispense fuel on its Premises.

A SASO is not permitted to provide, sell, or dispense aviation fuel to (or barter, trade, or exchange aviation fuel with) the public and/or any other Entity.

2. OTHER

An FBO may Subcontract Aircraft Airframe and Powerplant Maintenance services to a qualified SASO (i.e., a SASO can fulfill that mandatory requirement of an FBO). SASOs must meet all applicable requirements for the subcontracted operation. The FBO shall remain primarily responsible for any services performed by a subcontractor and the compliance by such subcontractor with these Minimum Standards. SASOs can sublease space from an FBO in order to meet its Minimum Standards as long as the FBO meets the Premises requirement for both the FBO and SASO activity, and prior Airport approval is obtained in writing.

3. SUBLEASING

A SASO shall not sublease space to other Operators, nor shall it permit any Commercial Activities to be conducted on its Premises other than those specifically authorized in the Agreement with the Airport.

4. TEMPORARY SASO OPERATORS

On occasion, an Aircraft Operator may have need for specialized assistance with the maintenance of its Aircraft. When such assistance is not available at the Airport from an existing FBO or SASO, the Airport may allow an Aircraft Operator to solicit and utilize the services of a qualified Entity from off the Airport to provide those services.

If an Aircraft Operator needs such services, the Airport may issue a temporary, 30-day License to such an off-Airport Entity to engage in specialized services on the Airport. The License may be renewed if necessary until repairs are completed. Such License shall require evidence of proper insurance coverage, evidence of proper licenses and certificates, processing of TSA security clearances, etc.

5. MULTIPLE SERVICES

If a SASO desires to operate a combination of any two (2) or more Aeronautical Activities, it shall not be required to duplicate the requirements of the individual activities if the SASO's facilities are sufficient to safely meet both requirements. The Operator shall provide evidence of insurance coverage equal to the highest of the minimums set forth for the individual categories, but is not required to duplicate coverage.

AIRCRAFT CHARTER AND AIR TAXI OPERATOR (SASO)

1. DEFINITION

An Aircraft Charter and Air Taxi Operator is a Commercial Operator engaged in on-demand common carriage of persons or property (as defined in 14 CFR Part 135), or operates in private carriage under 14 CFR Part 125 with its own fleet of Aircraft. Aircraft Charter and Air Taxi Operators providing non-scheduled service to and from the Airport, but not based at the Airport, are exempt from these Minimum Standards. In addition to the General Requirements set forth in Section Three, each Aircraft Charter and Air Taxi Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

COMMERCIAL HANGAR OPERATOR (SASO)

1. DEFINITION

A Commercial Hangar Operator (CHO) is a Commercial Operator that develops hangar facilities for the sole purpose of furnishing to the public Aircraft storage hangar facilities on a long-term sublease basis (i.e., one year or longer). No hangar sales or condominium ownership is permitted. A CHO may build bay-style community hangars, individual hangars, Box hangars, T-Hangars, or any combination or type as approved by the Airport. In addition to the General Requirements set forth in Section Three, each Commercial Hangar Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

2. SPECIFIC CONDITIONS FOR USE

- No transient, guest, or overnight Aircraft storage is permitted. Only long-term leasing (one year or longer) of hangars is allowed without prior approval from the Airport Director.

- Commercial Activities or services (such as flight schools, aircraft charter or air taxi, aircraft maintenance, aircraft sales, or any other SASO Activity where the general public could be invited into the Premises) may be permitted if the proposed Commercial Activity will meet all requirements (including minimum space) of these Minimum Standards, appropriate space is available, proper parking is constructed, and security/access controls are established.

- If Aircraft maintenance takes place on the Premises, painting, welding, and any type of hazardous materials storage or operation shall not be permitted unless the facilities are constructed in accordance with applicable codes and Regulatory Measures.

- Storage of non-Aircraft items (e.g., boats or other watercraft, snowmobiles, recreational vehicles, household goods, office equipment, etc.) is not permitted.

- A Non-Commercial Private Hangar Operator, or an Entity which operates Aircraft for its private and non-revenue-producing purposes, shall not be permitted to be a Commercial Hangar Operator.

- Any sub-subleases of hangar spaces require the prior written approval of the Director.

- Operator shall maintain at all times a current list of tenants, and shall provide it to Director upon request.

- Facilities shall be available to customers seven days a week (including holidays), 24 hours a day.

AIRCRAFT MAINTENANCE OPERATOR (SASO)

1. DEFINITION

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Airframe and Powerplant Repair and Maintenance to the public, and includes the sale of Aircraft parts and accessories. In addition to the General Requirements set forth in Section Three, each Aircraft Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

2. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying and removal operations, the arrangement, construction, ventilation, and protection of spraying booths, and the storage and disposal of materials, shall be in accordance with federal, state and locally recognized fire prevention and environmental standards.

AVIONICS, INSTRUMENT, ACCESSORY AND/OR PROPELLER MAINTENANCE OPERATOR (SASO)

1. DEFINITION

An Avionics, Instrument, Accessory and/or Propeller Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, instruments, or propellers). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following minimum standards set forth in this Section Five.

AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR (SASO)

1. DEFINITION

An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities. In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including flight training using fixed and/or rotary wing Aircraft and providing such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilot certificate(s) and rating(s) involved. In addition to private pilot and commercial pilot license and instrument rating training, Operator provides recurrent training (e.g. biennial flight review, instrument competency check, etc.).

2. INDEPENDENT FLIGHT INSTRUCTORS

A person holding a current FAA flight instructor's certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft, shall not be deemed a Commercial Activity and is exempt from these Minimum Standards.

Ground school briefing/debriefing may be provided off-Airport or on the Airport in space subleased from, or authorized by, an FBO, but such instruction shall not be conducted in public areas of the Airport.

AIRCRAFT SALES OPERATOR (SASO)

1. DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the sale of new and/or used Aircraft. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

New Aircraft Sales: Operator may engage in the sale of new Aircraft through franchises or licensed dealerships (if required by local, county or state Airport) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.

Used Aircraft Sales: Operator may engage in the purchase and/or sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

Operator shall provide, either directly or by subcontracted agreement, necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product available for demonstration.

2. PREMISES

In addition to the above listed Facilities and Parking requirements, Operator shall have adequate facilities to meet its customer demand with sufficient space for:

- Aircraft ramp to accommodate its inventory of Aircraft
- Hangar, shop and parts storage space if providing warranty maintenance and service

AIRCRAFT MANAGEMENT OPERATOR (SASO)

1. DEFINITION

An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management services to the public for Aircraft not owned by the Operator including, but not limited to, flight scheduling and dispatching, provision of flight crew (pilot) services, and/or coordinating Aircraft fueling, line services, ground handling, maintenance, and storage.

SPECIALIZED COMMERCIAL AERONAUTICAL OPERATOR (SASO)

1. DEFINITION

A Specialized Commercial Aeronautical Operator is a Commercial Operator (SASO) engaged in providing: (1) limited Aircraft services and support, (2) miscellaneous commercial services and support, or (3) limited air transportation services for hire. In addition to the General Requirements set forth in Section Three, each Specialized Commercial Aeronautical Operator at the Airport shall comply with the minimum standards set forth in this Section Five.

2. SCOPE OF ACTIVITIES

Activities may include, but are not limited to:

a. Sightseeing flights that begin and end at SWO; or
b. Crop-dusting, seeding, spraying; or
c. Banner towing and/or aerial advertising; or
d. Aerial photography and/or survey; or
e. Power line and/or pipeline patrol; or
f. Aerial firefighting; or
g. Aircraft cleaning and detailing; or
h. Air ambulance; or
i. Aircraft painting, upholstery, or interior shops; or
j. Flight simulator training or ground schools; or
k. Aircraft restoration or refurbishment shops; or
l. Any other operations specifically excluded from 14 CFR Part 135.

SECTION SIX – APPLICATION FOR AGREEMENT

AERONAUTICAL ACTIVITY APPLICATION

Any Entity desiring to engage in a Commercial Aeronautical Activity shall submit a written application to the Director. Existing tenants or Operators on the Airport may submit a modified form of Application, as determined by the Director, depending on the nature of the proposed project or Service.

APPLICATION

The prospective Operator shall submit all of the information requested on the Application/Proposal Requirements checklist below and thereafter shall submit any additional information that may be required or requested by the Director in order to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, references, etc.

No application will be deemed complete that does not provide the Director with the information necessary to allow for a meaningful assessment of the Applicant's prospective operation and capabilities, and determine whether or not the prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan or Airport Layout Plan.

APPLICATION/PROPOSAL REQUIREMENTS

An application submitted to the Airport shall include the following information in written form (as applicable and appropriate to the type of activity proposed):

1. The proposed nature of the business. Provide a detailed description of the intended nature of the business operation and list of services which would be conducted out of all Airport-based facilities. A copy of the business plan and marketing plan should be included. Include the means and methods it will employ to provide high-quality service to Airport users, and to increase business activity at the Airport System. The business plan should include a market analysis of the current business activity at the Airport that is targeted by the proposal.

2. The legal name of Applicant, and its business name (if different) plus address, fax, e-mail, telephone number, of Applicant and its principal contact:

    - If the Applicant is a corporation, include all contact information for the registered agent and the key management of the corporation. List the date of incorporation, EIN Number, the state in which the corporation is incorporated, status of corporation, and any other names the corporation has done business, or by which they may be known. Provide names and positions of each person who is either an officer of the corporation or an owner of more than 5% of the voting stock, and their taxpayer ID number.

    - If the Applicant is a partnership/joint venture, include all contact information for all general partners/investors.

    - If the Applicant is an individual person, include all contact information and taxpayer ID number or social security number, and date of birth.

3. Name of all principals and/or holding company and financial backers.
4. Applicant shall furnish a statement of its qualifications and past experience in providing the proposed services, together with a statement that it or its principals have the managerial ability to perform the proposed services. Applicant should include resumes of its key employees engaged in the management and operation of the proposed services.
5. List of four references (include name, title, company, telephone number, Email and address).
6. Number and type of Aircraft that will be provided, if applicable.
7. A listing of assets owned, being purchased or leased which will be used in the business on the Airport.
8. Equipment necessary and special tooling to be provided, if any.
9. Number of persons to be employed (specify full and part time).
10. Periods (days and hours) of proposed operation.
11. Amount of space/land that will be leased (include preferred location and preliminary site plan for initial development and future expansions).
12. Building space to be constructed and the site and floor plan proposed.
13. Construction cost estimate.
14. Construction schedule.
15. List of any prospective sub-Operators and uses.
16. Evidence of financial responsibility to perform project and operation, including audited financial statements prepared or certified by a Certified Public Accountant and/or a bank letter of credit stating financial capability of the applicant to operate the proposed business. In addition to the above, a current credit report from a major credit reporting agency may be required as determined appropriate by the airport director.
17. Preliminary plans, specifications and dates (including construction schedule and a site plan in accordance with the ALP and land use requirements) for any improvements, which the applicant intends to make on the Airport as part of the activity for which approval is sought. Applicant shall comply with appropriate construction standards and review procedures of the Airport.
18. Proof that the Applicant has or the capability of having the minimum insurance coverage, by attaching hereto proof of insurance in the form of an "Accord" form, copy of policy binder or other suitable proof of such capability such as an insurance letter of intent.
19. Statement of past work experience in conducting proposed operation and construction.
20. Evidence of business activity projections for the first year and the succeeding four (4) years.
21. Marketing plan to include methods to be used to attract new business (advertising, promotion, and incentives, etc.).
22. Plans for physical expansion, if future business should warrant such expansion.
23. Provide copies of all licenses, certifications, and permits possessed by the Applicant, or its key employees that will be based at the Airport, and that are necessary or required to perform the proposed services.
24. Provide details if Applicant, or any Entity operated by the principals of the Applicant, has defaulted in the performance of any Agreement with the Airport, or any Agreement at any other airport.

25. Provide details if Applicant, or any corporate officer, substantial owner or investor, has ever filed for bankruptcy.

26. Provide details if Applicant, or any corporate officer, substantial owner or investor, has been charged, indicted, accepted diversion for, or been convicted of a felony crime, in any jurisdiction of the United States.

27. A written authorization for use by the Airport to obtain information from the FAA or other applicable Entity for any aviation or aeronautics commissions, administrators, departments of all states in which the applicant has engaged in aviation business to release information in their files relating to the applicant or its operation. The applicant shall execute all such forms, releases, or discharges as may be required by those agencies.

28. Such other information as the Airport may require to include, but not limited to, details of any outstanding debts, past or current lawsuits and outstanding warrants or tax liens.

29. Applicant shall provide with its application a signed certification statement as shown below:

Certification Statement

The undersigned is duly authorized to execute this application on behalf of the Applicant. The undersigned also:

1. Certifies that to the best of its knowledge and belief, the information being submitted to the Airport is true and correct and that there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

2. Certifies that the Applicant is in compliance with all applicable laws, regulations, ordinances and orders of public authorities.

3. Certifies that the Applicant is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with any of its creditors.

4. Understands that the contents of this application, and any subsequent material submitted will remain confidential to the fullest extent permitted by the Oklahoma Open Records Act.

5. Authorizes the Stillwater Airport and any of its agents to conduct a background investigation based on the application, including but not limited to a criminal history checks and TSA Security Threat Assessments, reference checks, obtaining information from the FAA and other agencies or airports with which the Applicant has engaged in aviation business, and credit checks and financial investigations, as appropriate. The Applicant shall execute all forms, releases, or discharges as may be required by those agencies.

Signature _____

Position _____

Date _____

Notarized by _____

ACTION ON APPLICATION AND APPROVAL PROCESS

The Airport shall make a reasonable effort to review and act upon an application within ninety (90) days from the receipt of the application.

All applications received and the information contained within will remain confidential to the fullest extent permitted by the Open Records Act. However, because the Stillwater Regional Airport is a government-owned and operated entity, it should be understood that information related to the Applicant can become public in the course of public meetings, correspondence requests by the general public, media announcements, or by public records requests.

Applications may be denied for one or more of the following reasons, among others:

1. The Applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards or other policies of the Airport.

2. The Applicant's proposed operations or construction will create a safety hazard or have a detrimental operational effect on the Airport.

3. The granting of the application will require the expenditure of Airport funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss or hardship to Airport.

4. There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the Applicant.

5. The proposed operation, development and/or construction does not comply with the current Airport Master Plan (AMP) and/or Airport Layout Plan (ALP).

6. The development or use of the area requested will result in a congestion of Aircraft or buildings, or will result in unduly interfering with the operations of any current FBO, SASO, or other tenant on the Airport, such as problems in connection with Aircraft traffic or service, or preventing free access and egress to the existing FBO, SASO, or tenant areas, or will result in depriving, without the proper economic study, an existing FBO, SASO, or tenant of portions of its leased area in which it is operating.

7. Any Entity applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

8. Any Entity applying, or having an interest in the business, has a record of violating any Stillwater Airport rules, regulations, policies or procedures, , any aviation-related Federal rules and regulations, or any other rule, regulation, law or ordinance applicable to this or any other airport.

9. Any Entity applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Airport, or of any Agreement at any other airport.

11. Any Entity applying, or having an interest in the business, is not sufficiently credit worthy and responsible, in the sole judgment of the Airport, to provide and maintain the business for which the application relates to promptly pay amounts due under an Agreement.

12. The Applicant does not have the finances necessary to conduct the proposed operation. The Applicant must demonstrate financial capability to initiate operations, to construct proposed Improvements, and to provide working capital to carry on the contemplated operations. The demonstration of financial and managerial capability shall include a cash flow and a profit and loss projection for the first five (5) years of the proposed operation.

13. The provided business and marketing plan does not demonstrate that the proposed activity is financially viable at the Airport.

14. The Applicant cannot obtain proper insurance coverage for the proposed activity, or other performance and payment bonds during construction.

15. The proposed activity does not comply with the aviation-related requirements of Oklahoma law.

16. The Applicant seeks Agreement terms which are inconsistent with Airport policies.

17. The Applicant and its key employees are unable to successfully pass TSA security threat assessments and background investigations.

18. The proposed activity is inconsistent or incompatible with the Airport System's mission, goals or objectives, or any policies, laws or regulations, or FAA grant assurances, and including the Airport's obligation to run a safe, efficient, and financially self-sufficient business enterprise for the benefit of the public.

DENIAL OF APPLICATION

The Airport reserves at all times the right to approve or disapprove the application for any proposed Aeronautical Activity or Service. Such approval shall take into account the aforementioned Minimum Standards along with an analysis of the business background, financing and proposed plans for the development of an Aeronautical Activity. Final approval by the Airport shall thus be based on an appraisal of the application in regard to the purposes and intent as set forth and based on a commonly acceptable business analysis.

Should an application be denied by the Director, the Applicant may appeal to the Stillwater Regional Airport Advisory Board (SRAAB) for reconsideration. The SRAAB will make a recommendation to the Stillwater City Council, who

APPENDIX ONE

SCHEDULE OF MINIMUM INSURANCE REQUIREMENTS

OPERATOR TYPE	COMPREHENSIVE GENERAL LIABILITY (including Products/Completed Ops if noted in NOTES below)	HANGARKEEPER'S LIABILITY	AIRCRAFT LIABILITY	AUTOMOBILE LIABILITY
Fixed Base Operator	$10 million	$5 million		$5 million
Aircraft Maintenance	$1 million	$1 million		$1 million
Aircraft Rental/ Flight Training	$1 million		$1 million	$1 million
Avionics/Instrument/ Propeller	$1 million	$1 million		$1 million
Aircraft Sales	$1 million		$1 million	$1 million
Charter/Air Taxi	$5 million		$5 million	$1 million
Aircraft Management	$1 million		$1 million	$1 million
Commercial Hangar	$1 million	$1 million		$1 million
Non-Commercial Hangar	$1 million			$1 million
Specialized Operator	$1 million			$1 million

NOTES:

1. Comprehensive Vehicle/Automobile Liability is required only on vehicles operated on non-public portions of the Airport. Vehicles authorized to operate on the Aircraft Operations Areas (AOA) shall carry $5 million.
2. Hangar keeper's Liability is required when an Operator provides storage, or provides for the care, custody and control of Aircraft that the Operator does not own. It is not required when an Operator is storing its own Aircraft.
3. Aircraft/Passenger Liability is required when passengers are transported in an Aircraft operated as part of the Operator's business activities.
4. Fixed Base Operators are required to carry a minimum of $5 million in Products Liability coverage for fuel sales activities. This may be provided in conjunction with the fuel supplier.
5. **NOTE - FBOs and Non-Commercial Hangar Operators providing fuel services are required to carry a minimum of $1 million for Pollution and Environmental Consequences Liability coverage.**
6. Aircraft Maintenance Operators and Avionics/Instrument/Propeller/Accessory Repair Operators are required to carry a minimum of $1 million on Products and Completed Operations Liability coverage.
7. All Operators are required to carry Fire and Casualty Insurance coverage for facilities at a Full Replacement Value.
8. All Operators shall carry any other insurance that may be required by State Law.
9. All policies shall name the Airport and City, and their officers and employees, individually and collectively as additional insureds on a **primary and non-contributory basis.**
10. **All policies shall include a waiver of subrogation in favor of the Air Port and City, and their officers and employees, individually and collectively.**
11. Minimum amounts and types of coverage required may be modified from time-to-time by the Airport upon the advice of its risk management agents and insurance carriers.
12. During any period of construction by Operator, appropriate Builders Risk Insurance shall be provided, along with Performance and Payment Bonds.

REPORT TO: CITY COUNCIL

MEETING DATE: MAY 16, 2022

Agenda Item: CC-22-123

Background / Issue:

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	6/2021	2nd	Fiends Appointee
Matt Hull	6/2025	4th	Library Board Appointee
Barbara Miller	6/2023	3rd	Library Board Appointee
Sandeep Naber	6/2022	3rd	City Council Appointee
	6/2024		City Council Appointee

There is one vacancy on the Library Trust Board for an unexpired term ending in 2024. An application has been received from Cynthia Francisco.

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
	2025		
Debbie Tiger	2022	1st	
Ruby Manning	2023	4th	Program Participant
Roger Gose	2023	5th	
Sue Bonner	2024	4th	

There is one vacancy for a term to end in 2025. An application has been received from Austin Pollard.

Related Strategic Priority:	#6 Civic Engagement: To encourage participation and an understanding of government through outreach and inclusiveness.
Recommended Action/Motion:	Recommend Mayor Joyce to appoint Cynthia Francisco to the Library Trust Board. Recommend Mayor Joyce to appoint Austin Pollard to the Stillwater Housing Authority.
Prepared By:	Patti Osmus, Assistant to the City Manager
Submitted By:	Norman McNickle, City Manager

Rec'd 06.06.19

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

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

View: Comprehensive List of Advisory Boards & Committees.

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

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

Name:
Cynthia Francisco

Address:
1423 Fairfield Dr, Stillwater, OK 74074

Phone:
4053852592

E-mail:
cbfran@gmail.com

Date:
5/30/2022

Name of board/committee:
Library Trust Board

Why are you interested in serving on this board/committe?:
The Stillwater Public Library is an anchor of our community, providing vital services to community members of all ages and backgrounds. As the daughter of a career librarian, I have seen firsthand the broad roles that libraries fill in communities, and I fervently believe that public libraries are one of our most important educational and community resources. As a regular patron, parent, and community member, I have been impressed with the Stillwater Public Library and would love to help support its long-term financial health. SPL's importance to our community has been especially evident during the last two years amid the pandemic. Beginning with the early days of the lockdown, SPL has gone above and beyond for our community with creative solutions for providing services while keeping patrons and staff safe.

Qualifications for serving on this board/committee?:
I have been a Stillwater resident for 15 years and am a teaching faculty member in the Department of Mathematics at OSU. Most of my career has focused on public education in both higher-ed and K-12 settings. I currently coordinate and supervise our department's content courses for future elementary teachers and do outreach activities in public schools. While I have spent most of my career teaching in higher ed, I spent three years in a public high school and understand the needs of families with varying access to resources. On a personal level, my eleven-year-old son and I have been regular patrons (roughly weekly or biweekly) of the Stillwater Library and have participated

regularly in children's programs since he was an infant, so I have a lot of familiarity with the library's services for families. While closely following SPL's offerings for my own family, I have become somewhat familiar with their wide range of services and am especially interested in the support the library provides to those who have limited resources.

Rec'd 06.06.22

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

View: Comprehensive List of Advisory Boards & Committees.

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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:
Austin Pollard

Address:
1018 Lauren Ln, Stillwater, OK 74075

Phone:
405-612-4812

E-mail:
apollard@bankrcb.net

Date:
05-23-22

Name of board/committee:
Stillwater Public Housing Authority

Why are you interested in serving on this board/committe?:
I desire for all people in our community to be able to have safe, affordable housing that meets their individual and family's needs. Using my background in real estate lending, I want to be able to help our local housing authority to create policy that will help accomplish their goals and allow residents to become stronger contributors to our community.

Qualifications for serving on this board/committee?:
I have been involved with real estate lending for nearly 10 years and in the banking in industry for approximately 15 years. These positions have allowed me the opportunity to learn how to review, make determinations, and follow policy when it comes to the financial information of applicants and individuals. I have helped to create policies and implementation programs to see those policies utilized. I have dealt with government programs and their many complicated facets. I, most importantly, have served people where they are, and helped them to create solutions to be in better financial situations.