



Together, Investing in Municipal Excellence

STILLWATER UTILITIES AUTHORITY MEETING AGENDA
MAY 19, 2025

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

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

1. Call Meeting to Order

2. Consent Docket

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

a.	Approve May 5, 2025 regular meeting minutes		
b.	Approve Extension Agreement to the Citywide Custodial Services Agreement (BID # 24-2024) with KLG Enterprises LLC doing business as Alliance Maintenance for an additional one-year term beginning July 1, 2025 through June 30, 2026 in the amount of \$46,980 (Electric Administration/Distribution and Stillwater Energy Center - \$30,960; Public Works - \$10,980; Fire Administration - \$5,040); and authorize the City Manager to sign the agreement.	SUA-25-11	Mark White
c.	Approve a budget amendment to increase the Water Treatment Plant budget by \$280,000 to fund equipment repairs, chemicals and filter media.	SUA-25-12	James Driskel

3. Public Comment on Items not Scheduled for Public Hearings

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

4. Items Removed from the Consent Docket

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

5. General Orders

The Stillwater Utilities Authority 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 Stillwater Utilities Authority unless the agenda entry specifically states that no action will be taken. The requested action is indicated in each agenda entry but may be amended or revised prior to action by the Stillwater Utilities Authority.

a.	Water Supply and Treatment Projects Update	Chris Humes, Candy Staring
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6. Questions and Inquiries

7. Reports from Officers and Boards

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

8. Adjourn

On May 16, 2025 at 10:00 a.m., a true and correct copy of this agenda was posted on the kiosk outside City Hall, 723 S. Lewis Street, Stillwater, OK.

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

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

IN ACCORDANCE WITH THE OKLAHOMA OPEN MEETING LAW THE AGENDA
WAS POSTED MAY 2, 2025 AT 11:00 A.M. AT THE MUNICIPAL BUILDING,
723 SOUTH LEWIS, STILLWATER, OKLAHOMA

MINUTES
STILLWATER UTILITIES AUTHORITY
REGULAR MEETING
COUNCIL HEARING ROOM
723 S. LEWIS
May 5, 2025

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

1. CALL MEETING TO ORDER

Chair Joyce called the meeting to order at 6:07 p.m.

2. CONSENT DOCKET

- a. Approve April 21, 2025 regular meeting minutes.
- b. Approve Wartsila Master Service Agreement Seventh Amendment

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

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

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

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

4. ITEMS REMOVED FROM CONSENT DOCKET

None.

5. QUESTIONS & INQUIRIES

None.

6. REPORTS FROM OFFICERS & BOARDS

- a. Miscellaneous items from the General Counsel: No report.
- b. Miscellaneous items from the General Manager: No report.
- c. Miscellaneous items from Trustees:
 - Mayor Joyce stated that he toured the major Stillwater Electric Utility facility, and it was very impressive. He thanked the employees that keep the facility clean and running efficiently.
- i) Discussion about scheduling items for upcoming meetings

7. ADJOURN

MOTION BY TRUSTEE HARDIN, SECOND BY TRUSTEE CLARK TO ADJOURN THE MAY 5, 2025 REGULAR MEETING OF THE STILLWATER UTILITIES AUTHORITY.

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

The May 5, 2025 regular meeting of the Stillwater Utilities Authority adjourned at 6:09 p.m.

**WILLIAM H. JOYCE, CHAIR
STILLWATER UTILITIES AUTHORITY**

**TERESA KADAVY, SECRETARY
STILLWATER UTILITIES AUTHORITY**

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: MAY 19, 2025**

Agenda Item:	2.b. SUA-25-11
Previous/Related Action:	Bid #24-2024
Background/Issue:	Four City facilities are currently cleaned by KLG Enterprises, L.L.C. dba Alliance Maintenance. This was done to centralize and simplify the custodial service process and reduce costs. FY25 was the first year of our contract with KLG Enterprises, L.L.C dba Alliance Maintenance.
Proposal/Solution:	We received feedback from our City facilities that are currently being cleaned by KLG Enterprises, L.L.C. dba Alliance Maintenance and they are pleased with the results. We contacted KLG Enterprises, L.L.C. dba Alliance Maintenance and they confirmed their desire to renew the custodial services contract for another year. This would be the first renewal of three potential renewal options.
Financial Source/Impact:	Funds are budgeted in the FY25-26 budget for custodial services.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Staff recommends renewing the custodial services contract with KLG Enterprises, L.L.C. dba Alliance Maintenance.
Prepared By:	Mark White, Public Works Dir.
Reviewed By:	Mark White Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, General Manager

Attachments

1. FY25-26 Alliance Maintenance Extension #1
2. Alliance Maintenance City Wide Custodial Bid #24-2024

**EXTENSION OF AGREEMENT #1
CITY WIDE CUSTODIAL SERVICES
BID #: 24-2024**

THIS AGREEMENT is made and entered into on this 1st day of May, 2025 by and between the City of Stillwater/Stillwater Utilities Authority and KLG Enterprises LLC dba Alliance Maintenance.

WITNESSETH

WHEREAS, City of Stillwater/Stillwater Utilities Authority (“Stillwater/SUA”) and KLG Enterprises LLC dba Alliance Maintenance (“Alliance”) entered into a written Agreement on or about the 16th day of July 2024; and

WHEREAS, Stillwater/SUA and Alliance intend to continue the contractual relationship established under said Agreement for an additional one-year term through the execution of an extension agreement.

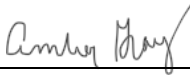
NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER SET FORTH, STILLWATER AND PCYS AGREE:

1. Term of Agreement. Stillwater/SUA and Alliance agree to extend the Agreement dated July 16, 2024, for an additional one-year term beginning July 1, 2025 and ending June 30, 2026.

2. Effect of Contract Provisions. All provisions contained within the Agreement dated July 16, 2024 shall remain in full force and effect during the extension period and shall be binding on the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be fully executed in duplicate, each copy of which shall constitute an original.

KLG Enterprises LLC dba Alliance Maintenance



Amber Gray, VP Operations

Name, Title

City of Stillwater, Oklahoma
a Municipal Corporation

Brady Moore, City Manager

Stillwater Utilities Authority
a Public Trust

Brady Moore, General Manager

CONTRACT
BID #: 24-2024
City Wide Custodial Services

THIS AGREEMENT is made and entered into by and between the City Of Stillwater / Stillwater Utilities Authority, located at 723 S. Lewis / P.O. Box 1449, Stillwater, Oklahoma 74076 ("Stillwater"), and:

Alliance Maintenance, LLC ("Contractor").

WHEREAS, Stillwater has caused to be prepared in accordance with law, certain plans, specifications and other documents for the work hereinafter described and has approved and adopted all of said contract documents, and has caused Invitation for Bids to be given and advertised as required by law, and has received sealed bids for the furnishing all of the labor, equipment, and materials for **Bid #:24-2024** as outlined and set out in the contract documents and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Contractor, in response to said Invitation for Bid, has submitted to Stillwater in the manner and at the time specified, a sealed bid in accordance with the terms of this Agreement; and

WHEREAS, Stillwater, in the manner provided by law, has publicly opened, examined and canvassed the bids submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this agreement to said Contractor for the prices set forth on the bid form; and

NOW THEREFORE, for and in consideration of the following, Stillwater and Contractor hereby agree to the following terms and conditions:

1. **Contract Documents.** Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to complete said work in strict accordance with this Agreement and the following contract documents:

Complete Bid Packet for **Bid # 24-2024**; Performance Bond; Certificate of Insurance;

all of which documents are filed in the office of the City Clerk, City of Stillwater, Oklahoma, and are made a part of this Agreement as fully as if the same were herein set out at length.

2. **Term.** Contractor shall provide services for the fiscal year July 1, 2024, through June 30, 2025. The parties shall have the option to extend this contract for three (3) successive one-year terms by agreement of the parties. Each extension period requires a written extension agreement signed by the parties

3. **Compensation.** Stillwater agrees to pay Contractor the bid amount submitted in response to the Invitation for Bid. Payments will be made to the contractor based upon actual work completed, and invoices for payment submitted and approved by the City of Stillwater.
4. **Termination.** This Agreement may be terminated by Stillwater for convenience at any time upon thirty (30) days prior written notice to the Contractor. This Agreement may be terminated for cause by the non-breaching party in the event the other party materially breaches this Agreement and provided the non-breaching party provides the breaching party thirty (30) days prior written notice and the opportunity to cure such breach (s) specified in the notice. In the event termination is for the convenience of Stillwater, payment will be made to the Contractor for the value of all services rendered up to the time of termination on the basis of the compensation provisions of this Agreement. In the event termination is for breach of contract by the Contractor, payment will be made only for the value of those services satisfactorily performed as determined by Stillwater.
5. **Insurance.** Contractor shall carry the specified insurance policies in amounts set forth in the Special Requirements Section of the Bid Packet at all times during the performance of this Agreement. The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as Stillwater is not named as an additional insured in any amount in excess of said statutory liability limits.
6. **No Indemnification by Stillwater.** Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney's fees and costs. In addition, Contractor shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.
7. **General Liability.** Contractor shall hold Stillwater harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
8. **No Confidentiality.** Contractor understands and acknowledges that Stillwater is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Engineer pursuant to this Agreement that would be inconsistent with its compliance with the statutory requirements thereunder.
9. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the

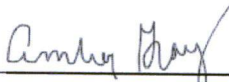
Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.

10. **Equal Employment Opportunity.** Contractor agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
11. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by Stillwater or its designees. Contractor shall retain all records related to this Agreement for the duration of this Agreement and for a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
12. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principals, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.
13. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
14. **Entire Agreement / No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. Contractor shall not be entitled to any claim for extras of any kind or nature.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year written below.

Approved and accepted this 16th day of July 2024.

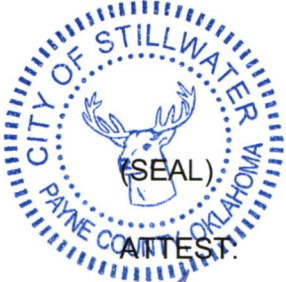
CONTRACTOR Alliance Maintenance



Name: Amber Gray
Title: VP Operations

Approved and accepted this 16 day of July 2024.

City Of Stillwater/Stillwater Utilities Authority



Kimberly Meek
Kimberly Meek, City Manager/General Manager

Teresa Kadavy
Teresa Kadavy, Secretary

Approved as to form and legality this 18 day of July 2024.

Kimberly Carnley
Kimberly Carnley, City Attorney/General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DILLINGHAM INS 38380434 PO BOX 1669 ENID OK 73702	CONTACT NAME:	
	PHONE (580) 233-2000 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED KLG ENTERPRISES, LLC DBA ALLIANCE MAINTENANCE 816 LYNN LN STILLWATER OK 74075-1761	INSURER A: Sentinel Insurance Company Ltd. 11000	
	INSURER B: Trumbull Insurance Company 27120	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		38 SBA VL3169	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	☒ General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			38 SBA VL3169	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐						BODILY INJURY (Per accident)
	HIRED AUTOS ☒ NON-OWNED AUTOS ☒						PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB EXCESS LIAB			38 SBA VL3169	06/01/2024	06/01/2025	EACH OCCURRENCE \$1,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	38 WEC AL5T5H	06/01/2024	06/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.I. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.I. DISEASE -EA EMPLOYEE \$1,000,000
							E.I. DISEASE - POLICY LIMIT \$1,000,000
A	EMPLOYMENT PRACTICES LIABILITY			38 SBA VL3169	06/01/2024	06/01/2025	Each Claim Limit \$10,000 Aggregate Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

City of Stillwater
Stillwater Utilities Authority
723 S LEWIS ST
STILLWATER OK 74074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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INDEMNITY AGREEMENT

Indemnitor represents that all statements made in the Application are true and made without reservation to induce Surety to extend surety credit on its behalf in reliance upon the Agreement; confirms that it has a material and beneficial interest in the provision of each Bond requested including Bonds requested in other Applications or as otherwise permitted; and hereby agrees with Surety as follows:

1. Definitions applicable to the Indemnity Agreement:

Agreement: This Indemnity Agreement, and any other agreement between Indemnitor and Surety executed for Surety's benefit.

Bonds: Any and all bonds or other obligations, renewals, extensions, replacements and substitutions thereof, issued prior to or after the execution of this Agreement, and issued for or at the request of any Indemnitor, whether requested pursuant to this or any other Application.

Indemnitor: Each and all of the undersigned, their current and future subsidiaries and affiliates, and any person or business entity added by written amendment (to which amendment Indemnitors hereby agree may be executed solely by that new Indemnitor), joint and severally, whether acting alone or in joint venture with others, and, as to all of them, their successors, assigns, and heirs. Where used in the Agreement, the term applies to Indemnitors individually and collectively.

Loss: Claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever, and interest thereupon from the date upon which Surety incurs a Loss or posts reserves in anticipation of Loss, which Surety may incur in any manner relating to the extension of surety credit, including but not limited to Bonds and/or the enforcement of the Agreement.

Surety: The Ohio Casualty Insurance Company and any other member of the Liberty Mutual Group for which Surety business is underwritten, severally not jointly; their respective successors and assigns; any co-surety, reinsurer, or surety that issues a Bond at the request of Surety.

2. **Premiums:** Indemnitor shall pay premiums when due, and to deliver evidence satisfactory to Surety, of the release of all liability;
3. **Indemnity:** Indemnitor shall exonerate, indemnify and hold harmless Surety from and against any and all Loss;
4. **Place in Funds:** Indemnitor shall place Surety in funds immediately upon demand in the amount Surety deems necessary to protect itself from any Loss or potential Loss, Surety having the right to use all or part of the funds in payment, settlement, or reimbursement to itself of any Loss;
5. **Assignment:** (I) **Scope:** Indemnitor assigns and pledges to Surety as security, a lien and security interest in its interest, title, and rights in and growing out of the following: (a) any bonded contract, any agreement related to a bonded contract including any labor or supply subcontract and any Bond in support thereof, and any action, claim or demand which Indemnitor may acquire against any party to these contracts or otherwise related to a bonded contract; (b) all machinery, supplies, equipment, plant, tools and materials used, or intended for use, in connection with the bonded contract, including materials purchased, being constructed, in storage, or in transit; (c) to the extent Surety determines necessary to fulfill or complete bonded obligations: licenses, patents, copyrights, trade secrets, limited partnership and general partnership interests; (d) any funds that are due or may become due on a bonded contract or other contract, including retention and recovery from claims. (II) **Exercise of Rights by Surety:** The assignment is effective upon the date of this Indemnity Agreement, but the Surety may exercise its rights only if Indemnitor: (i) breaches a bonded contract, Bond, or the Agreement; (ii) is declared in default by a Bond Obligor or a payment bond claim is made; (iii) makes an assignment for the benefit of creditors; an application for the appointment of a trustee or receiver is made; or files an application under the Bankruptcy Code or similar laws of any state; (iv) is subject to any proceeding which deprives it of the use of the materials referred to in (b), above; (v) is debarred or otherwise declared ineligible for public work; and (vi) if an individual, an Indemnitor's death, disappearance, incompetence, insolvency, conviction of a felony or imprisonment.
6. **Security Agreement:** This Agreement shall constitute a Security Agreement to the Surety and a Financing Statement, both in accordance with the Uniform Commercial Code of every jurisdiction in which such Code is in effect, but the filing or recording of the Agreement shall be solely at Surety's option, and the failure to file shall not release or impair any Indemnitor's obligations under the Agreement or otherwise, nor shall it be in any manner in derogation of any of the Surety's rights.
7. **Power of Attorney:** Indemnitor irrevocably appoints Surety as Attorney-in-fact with the full right and authority, but not the obligation, to exercise the rights of Indemnitor assigned to Surety above, and to execute on behalf of and sign Indemnitor's name to any document deemed necessary by Surety to give full effect to the purposes of the Agreement. Indemnitor hereby ratifies all acts taken by Surety as attorney-in-fact, acknowledges that this power of attorney is a power coupled with an interest, and agrees to hold harmless Surety from any claims, damages, loss or expense incurred by its use.
8. **Surety's Rights:** (a) **Loss:** Surety has the right at its sole discretion to pay or settle any Loss and the sworn voucher of payment signed by Surety shall be prima facie evidence of Indemnitor's liability; (b) **Suits:** Surety may bring separate lawsuits to recover under the Agreement, and doing so or recovering by way of judgment upon a cause of action shall not prejudice or bar the bringing of suits upon other causes of action, whenever they may arise; (c) **Other Agreements:** Any rights Surety may have or acquire against Indemnitor under the Agreement are in addition to and not in lieu of any rights afforded Surety under any other agreement related to surety credit; and, if Surety executes any Bond with a co-surety or reinsures all or part of a Bond, all the terms of the Agreement shall apply and operate for the benefit of the co-surety and reinsurer, as their interests may appear; (d) **Decline or Cancel Bonds:** Surety shall have the right to decline or cancel a Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (e) **Non-waiver:** the exercise, delay or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude any subsequent exercise or waiver of these or any other rights, remedies by the Surety. (f) **Book and Records:** At any time, Surety shall have the right of reasonable access to the books, records and/or accounts of Indemnitors and Principals for the purpose of inspection, copying or reproduction. Failure to provide such access shall be a breach of this Agreement, and shall entitle Surety to demand, in its sole discretion, collateral, in a form acceptable to Surety, up to the penal sum of any outstanding Bond(s).
9. **Counterparts:** This Application may be executed in multiple counterparts, each being deemed an original but all of which constitute one and the same agreement. All parties agree that any scanned or electronically digitized copy or digital version of this Agreement shall be effective as the original and any digital or digitized signature will be considered as a wet signature original for all purposes.
10. **This Document:** If the execution of this Agreement shall be defective for any reason, such defect or invalidity shall not affect the validity of the Agreement as to any other Indemnitor. If any provision is held invalid, the remaining provisions shall retain their full force and effect. A facsimile, photocopy, or electronic reproduction shall be considered an original and shall be admissible in a court of law to the same extent as an original.
11. **Termination:** Indemnitor may terminate its indemnity obligations under this Indemnity Agreement for future bonds upon twenty (20) days written notice to Surety, sent by registered or certified mail, to 401 Plymouth Road, Suite 450, Plymouth Meeting, PA 19462, Attn: Bond Department. Such notice shall not modify or discharge Indemnitor's obligations for Bonds authorized, executed, or committed to by Surety prior to the discharge date (including renewals, extensions, modifications and substitutions), or for final Bonds issued for bid bonds issued prior to the discharge date.

By signing below, each individual signing on behalf of a business entity and/or a trust, represents and warrants that he or she is duly authorized by the entity and/or trust to bind it to this Indemnity Agreement and that the entity and/or trust has a material interest in the issuance of any requested Bonds. In the case of a trust, the Trustee further represents and warrants that he or she has the ability and will resolve out of trust assets the obligations to the surety pursuant to the Indemnity Agreement regardless of any spendthrift provisions or any other limitations on distributions.

Print and Sign Indemnitor section below OR ☐ Check if you want to use Electronic Signature

If you checked to use Electronic Signature attach a separate page providing the name of the owner signing for the company and e-mail address for each individual. We will send the Indemnity Agreement to each individual to sign Electronically.

➡ This Indemnity Agreement is dated 5/23/2023

Indemnitor (Business): Company Name: <u>KLG Enterprises LLC</u> Authorized Signature: <u>Kevin Lee Gray</u> Printed Name: <u>Kevin Lee Gray</u>	Indemnitor (Business/Trust): Company/Trust Name: <u>KLG Enterprises LLC dba Alliance Maintenance</u> Authorized Signature: <u>[Signature]</u> Printed Name: <u>Kevin Lee Gray</u>
Indemnitor (Individual): Signature: <u>Kevin Lee Gray</u> Printed Name: <u>Kevin Lee Gray</u>	Indemnitor (Individual): Signature: <u>Amber Dawn Gray</u> Printed Name: <u>Amber Dawn Gray</u>
Indemnitor (Individual): Signature: _____ Printed Name: _____	Indemnitor (Individual): Signature: _____ Printed Name: _____

REPORT TO: STILLWATER UTILITIES AUTHORITY**MEETING DATE: MAY 19, 2025**

Agenda Item:	2.c. SUA-25-12
Previous/Related Action:	
Background/Issue:	Due to multiple emergency motor and pump repairs, numerous compliance related repairs, and slightly higher than anticipated chemical usage, Water Treatment Plant staff anticipates a budget shortfall of approximately \$200,000. Evaluation of filter media has also shown a need to replace approximately 2,160 cubic feet of filter anthracite to reestablish recommended filter media depths. The cost for this media is approximately \$80,000.
Proposal/Solution:	Amend the Water Treatment Plant budget with an increase of \$280,000 to provide funding for normal plant operation and filter media replenishment.
Financial Source/Impact:	The Water Fund contains necessary funding for this amendment.
Related Strategic Priority:	#1 EFFECTIVE SERVICES & ACCOUNTABLE GOVERNMENT
Recommended Action/Motion:	Approve a budget amendment to increase the Water Treatment Plant budget by \$280,000 to fund equipment repairs, chemicals and filter media.
Prepared By:	James Driskel, Water Utilities Dir.
Reviewed By:	James Driskel Brady Moore Teresa Kadavy
Submitted By:	Brady Moore, General Manager

Attachments

1. WT - O&M - Expenditures - 5.19.25

Budget Amendment Request

For Budget Year 2025

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

Office: 405.372.0025
Web: stillwater.org

Date: 05/13/2025

Department: Water Resources

Requested by: James Driskel

Explanation:

Expenditures:
Appropriate funds to increase budget for Chemicals, Equipment Repair, and Equipment Parts. Funding is from the Water Fund.

	Account Name	Account Number (xxxxxxx-xxxxx)	Project Number	Current Budget Amount	Amount of Change	New Budget Amount
Increase:	Water Treatment/Equipment Parts	9129270 - 52024		\$ 99,700	\$ 80,000	\$ 179,700
	Water Treatment/Chemicals	9129270 - 52039		\$ 1,050,000	\$ 150,000	\$ 1,200,000
	Water Treatment/Repair-Equip	9129270 - 53030		\$ 210,075	\$ 50,000	\$ 260,075
		-				\$ 0
		-				\$ 0
Decrease:		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0
		-				\$ 0

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

\$ 280,000

Reviewed by Department Manager: James E. Driskel

Date: 5-13-25

Reviewed by Finance: _____

Date: _____

Approved by CMO: _____

Date: _____

Approved by City Council: ☐ Yes ☐ No

Date: _____

Processed by Finance: _____

Date: _____

Set ID: _____

Date Sent to SA&I: _____

--Print on Yellow Paper--